

Bill No. 5007

Ordinance No. _____

Requested by: Amanda Brauer

Sponsored by: Council as a Whole

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF ST. PETERS FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR ROAD IMPROVEMENTS NEEDED TO SUPPORT THE ECONOMIC DEVELOPMENT LAKESIDE 370 NORTHPOINT DEVELOPMENT PROJECT

WHEREAS, Ordinance 95-185 requires that the County Executive, in consideration of the recommendations of the Road Board, submit a three-year Transportation Improvement Plan to the County Council; and

WHEREAS, the 2021-2023 Transportation Improvement Plan sets forth the commitment of the Transportation Sales Tax Fund to projects for these years and includes funds for road improvements needed to support economic development: and

WHEREAS, the NorthPoint Development plans to develop vacant property north of Missouri Route 370 and east of existing Spencer Road in the City of St. Peters; and

WHEREAS, the NorthPoint Development plans to construct five industrially zoned buildings, encompassing over

1,746,000 square feet. The development is currently referred to as “Lakeside 370”; and

WHEREAS, it is anticipated that the Development will create 950 new permanent jobs; and

WHEREAS, the road improvements needed to support this economic development project include construction of a new roadway a three-lane concrete roadway with 12' lanes, including a continuous left turn lane will be constructed along the south boundary of the development within existing right-of-way. The road extension will continue the open storm water drainage system and adjacent roadway lighting. Deceleration lanes will be providing a shared entrance; and

WHEREAS, the City of St. Peters within its application to the Road Board seeks funding from the County's Transportation Fund for construction services for fifty percent (50%) of actual roadway construction costs, up to a maximum funding of three million three hundred thirty-four thousand four hundred dollars (\$3,334,400). The City will be responsible for all other costs including aesthetic enhancements and any costs that exceed the cost essential provided in its application; and

WHEREAS, the total road improvements are estimated to cost \$6,668,800; and

WHEREAS, the Road Board on September 15, 2021 met to discuss the project and voted to recommend this project to the County Council and County Executive; and

WHEREAS, it is necessary for St. Charles County to enter into an appropriate intergovernmental agreement with the City of St. Peters for road improvements needed to support the operations of the new Lakeside 370 development.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive is hereby authorized to execute an intergovernmental agreement to provide the funding requested by the City of St. Peters to support economic development and being substantially the same in form and content as the contract attached hereto as **EXHIBIT 1**.

Section 2. Compliance with all the terms of the agreements authorized by this ordinance shall be the responsibility of the Roads and Traffic Manager.

Section 3. Failure of the County Council to appropriate funds in a fiscal year will automatically terminate an agreement at the point that the appropriation is not passed.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval. Each agreement with another political subdivision shall not be valid until after passage of an authorizing ordinance or resolution of the governing body of that political subdivision, as required by Chapter 70 of the Revised Statutes of the State of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

EXHIBIT 1

**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF ST. PETERS, MISSOURI
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
FINANCING A PORTION OF THE CONSTRUCTION OF SPENCER ROAD
EXTENSION**

This Agreement is entered into by St. Charles County, Missouri, (hereinafter referred to as the "County") and City of St. Peters, Missouri, (hereinafter referred to as the "Municipality").

Whereas, the Municipality is in negotiations with NorthPoint Development, LLC (the "Developer") to develop vacant property north of Missouri Route 370 and east of existing Spencer Road. The development is currently referred to by the Municipality as "Lakeside 370" (hereinafter, the "Development"); and

Whereas, once fully constructed and occupied, the Development is expected to create 950 new permanent jobs, without the closing of facilities or reduction of employees at any other sites where the companies occupying the Development currently have their business operations; and

Whereas, the Development will require the extension of the existing Spencer Road to the eastern extent of the Development (referred to as the "Phase 2 Roadway Project"); and

Whereas, the City further desires to extend Spencer Road beyond the Development to Lakeside Park Drive (referred to as the "Phase 3 Roadway Project"); and

Whereas, the County's funding contribution to the Development will be limited to sharing of costs of the road improvements included in Phase 2 Roadway Project and Phase 3 Roadway Project (collectively referred to as the "Roadway Project") and subject to achievement of the economic development from jobs created within the Development and related provisions, as more specifically identified below.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of construction of the Roadway Project for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this Agreement with the Municipality for the use of St. Charles County Transportation Sales Tax funds, beginning in fiscal year 2021 and subject to appropriation as described in Section Seven of this Agreement, for road improvements included in the Roadway Project needed to support the Development within the Municipality in an amount not to exceed **\$3,334,400** ("County Economic Development Contribution Amount").

SECTION TWO
SERVICES AND CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Phase 2 Roadway Project to include certain road improvements substantially similar to those described in the Municipality's Road Board Economic Development Application dated August 2, 2021 and attached hereto as **Exhibit A** (hereinafter, "Application").
- B. The Municipality shall be responsible for the construction of the Phase 3 Roadway Project to include certain road improvements substantially similar to those described in the Municipality's New Road Application dated September 14, 2021 and attached hereto as **Exhibit B** (hereinafter, "Application").
- C. The Municipality's Road Board Economic Development Application dated August 2, 2021 and the Municipality's New Road Application dated September 14, 2021 shall collectively be referred to as "Application".
- D. The total cost of the Development is estimated at **\$100,000,000**, of which **\$6,668,800** is the estimated construction cost of the Roadway Project.
- E. The Municipality will be reimbursed by the County for 50% of actual costs incurred for the construction of the Roadway Project, and excluding any costs related to decorative enhancements, if any, up to the maximum amount equal to the County Economic Development Contribution Amount. The Municipality will be responsible for covering 100% of the following Roadway Project costs: (1) cost of any decorative enhancements; (2) the remainder of actual costs above the County Economic Development Contribution Amount; and (3) all costs not otherwise funded/reimbursed by all other funding sources.
- F. Upon Municipality's acceptance of the Roadway Project, the County shall pay the Municipality the amount of 50% of eligible roadway costs, up to the County Economic Development Contribution Amount.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

- A. Final Plans
 - 1. Final Plan Submittal: Prior to proceeding with construction, the Municipality shall submit to the County Roads and Traffic Division a Final Plan for approval. The Final Plan shall include a work-day study for the construction phase of the Road Project.
 - 2. Review by the County: The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan according to the County's comments and resubmit for approval. If the Municipality revises the Final Plan, but still does not satisfy the County, then the County shall have the right

to terminate this Agreement and shall have no obligations to pay any amount under this Agreement, by issuing a written notice of termination pursuant to this Section to the Municipality.

- B. Plan Submission Format: The Conceptual Plan, Preliminary Plan, and Final Plan described above shall be submitted as follows, unless instructed otherwise: an electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed, as a single file that contains all the plan sheets.

SECTION FOUR **RIGHT-OF-WAY**

If needed for the Road Project, the Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law with funds from sources other than those available under this Agreement.

SECTION FIVE **STAFF TIME**

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION SIX **TRANSPORTATION SALES TAX SIGN**

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in **Exhibit C** to this Agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION SEVEN **TERM**

This Agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the Agreement is executed. This Agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this Agreement.

This Agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the parties have complied with all the provisions of this Agreement, unless the Agreement is sooner terminated as provided for in this Agreement.

SECTION EIGHT **TERMINATION**

- A. Termination for Breach:

1. Events of Breach: In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - b. Municipality's Failure to fund or administer construction of the Roadway Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.
 - c. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.
 2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Roadway Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement
- B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds

shall be due and payable by the County to the Municipality for the Roadway Project.

- C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION NINE **CONDITIONS PRECEDENT TO PAYMENT**

In addition to the Municipality complying with all the terms and conditions of the Agreement, the County's payment obligations pursuant to this Agreement are contingent upon satisfaction by the Municipality of each of the additional following conditions precedent:

- A. Prior to any payment being made by the County, the Municipality shall provide the County proof of the following:
1. The public financing is the same as what was stated in the Application; and
 2. The scope of work for the Roadway Project is the same as what was stated in the Application and in the design plans approved by the County pursuant to Section Three.
 3. In the event the Municipality fails to provide the proof requested under this Subsection A of Section Nine, the County shall terminate the Agreement, request a refund of all funds already paid, and extinguish all obligations to pay any further funds towards the Roadway Project.
- B. Any time during the term of this Agreement, the Municipality shall disclose to the County whether it has applied and/or received any other public funding towards the Development. In the event the Municipality applies for and/or receives additional public funding towards the Development, the County reserves the right to (1) lower its Economic Development Contribution Amount pursuant to this Agreement, in which case, both parties agree to revise this Agreement to provide for the lower funding level from the County; or (2) terminate the Agreement, request a refund of all funds already paid, and extinguish all obligations to pay any further funds towards the Roadway Project.

SECTION TEN **PROJECT SCHEDULE**

The timely completion of the Road Project is an essential element of this Agreement and every effort shall be made to meet the project schedule provided in this Agreement. The County and the Municipality will review the project schedule on a regular basis to ensure the work outlined therein will be completed by **December 31, 2023**. The Parties agree that the County may deduct **Three Thousand Two Hundred and Twenty-five (\$3,225.00)** per calendar day from any money due to the Municipality for work not completed by the date given above. The parties acknowledge

and agree that the amounts to be deducted from payment to Municipality are liquidated damages and not penalties, such amount representing the standard and reasonable daily liquidated damages set forth in the Missouri Department of Transportation' Local Public Agency Manual, dated 1/1/2018, and that they are reasonable in light of the harm that would be caused by breach, the difficulties of proof of loss, and the inconvenience and infeasibility of otherwise obtaining an adequate remedy. Under no circumstance shall the cumulative amount of liquidated damages exceed the County's Economic Development Contribution Amount.

SECTION ELEVEN
COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION TWELVE
JOB CREATION REQUIREMENT, CLAWBACK, AND SECURITY FOR COUNTY'S CONTRIBUTION

- A. The economic development to be generated by the new jobs to be created within the Development, as represented by the Municipality, is a material part of the consideration for this the County's funding of the Roadway Project under this Agreement. The Municipality and the County hereby agree that the estimated level of economic development created by each job within the Development is \$50,000, and that the development must generate the level of economic development that is at least equal to the County's maximum contribution. Therefore, the Development must create at least 67 full-time (or full-time equivalent) jobs meeting the criteria specified in the subsection C below within the Development by December 31, 2027.
- B. The Municipality shall, on or before December 31, of each year until 2027, provide a jobs creation report in a form issued by the Missouri Department of Economic Development, an example of which is attached hereto as **Exhibit C**, demonstrating the extent of its compliance with the job creation requirements of this Section. If, after receiving final report, the County determines that any refund is due under the provisions of this Section, the County shall submit an invoice to the Municipality for the sum due. The Municipality shall have ninety (90) days in which to pay the sum specified in said invoice.
- C. The required criteria for the jobs to be created are as follows:
 - 1. A job must be new to St. Charles County, not moved from an existing business in St. Charles County to the Development with the exception of jobs due to expansion (net new jobs to the county);
 - 2. A job must pay above the average county wage as determined by the Missouri Department of Economic Development or as can be readily determined by referral to sources published by said Department; and

3. The job must be a position in one of the following business sectors: (i) information technology, (ii) financial and insurance (back office, not a broker or consumer services), (iii) professional, scientific, or technical services, (iv) logistics, and (v) human resources.
4. “New jobs” are defined as full-time (average 35 or more hours/ week each year and for whom the company offers/pays 50% of health insurance) employees of the company located at the Development, based on the increase from the “base employment.”

Any job not satisfying the above criteria shall not count toward the required number of jobs.

- D. The Municipality agrees that if the Development does not result in the creation of at least 67 full-time (or full-time equivalent) jobs meeting the criteria specified in subsection (C) above within the Development by December 31, 2027, then the Municipality shall be liable to refund to the County the sum of \$50,000 multiplied by the difference between 67 and the number of such jobs actually created up to and not to exceed the amount of funds paid by the County or the County's Economic Development Contribution Amount, whichever is lower. For purposes of illustration only, if the Development results in the creation of 60 full-time (or full-time equivalent) jobs meeting said criteria within the Development by December 31, 2027, then the Municipality shall be liable to refund to the County the sum of \$350,000.
- E. Municipality shall establish and issue an Irrevocable Standby Letter of Credit for the benefit of the County in the amount of the County's Economic Development Contribution Amount, and in form and substance approved by the County in its sole discretion. Such Letter of Credit shall guarantee that if the Development does not generate the 67 jobs pursuant to this Section Twelve and the Municipality does not pay the County back all the amounts due calculated as provided in subsection D above within the time frame specified by the County, then the County shall draw down all such amounts due from the Letter of Credit up to the County's Economic Development Contribution Amount.
- F. Notwithstanding any other provision of this Section, the Municipality’s liability to County imposed by this Section shall not exceed the total amount of funds actually provided by the County to the Municipality pursuant to this Agreement.

SECTION THIRTEEN
ADVANCED INDUSTRIAL MANUFACTURING ZONE (AIM ZONE) REPORTING
OBLIGATIONS IN THE DEVELOPMENT AGREEMENT

The Advanced Industrial Manufacturing Zones Act, Section 68.075, RSMo (“AIM Zone Act”), authorizes the St. Charles County Port Authority (“Port Authority”) to establish Advanced Industrial Manufacturing Zones (each an “AIM Zone”) within the corporate boundaries of St. Charles County, Missouri. The Development has been identified to be located within a possible future AIM Zone, established pursuant to the AIM Zone Act and Resolution. As such, should an AIM Zone be created which includes the Development, then thereafter the Municipality agrees to

use good faith efforts include in any lease or development agreement with the Developer a provision requesting reasonable cooperation with the Port Authority and the County in establishing and administering such AIM Zone with regard to the development.

SECTION FOURTEEN
NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party.

- A. To the County:
Attn: County Roads and Traffic Manager
201 North Second Street, Suite 560
St. Charles, MO 63301

- B. To the Municipality:
Attn: Transportation and Development Services Manager
1 St Peters Centre Boulevard
St Peters, Missouri 63376

SECTION FIFTEEN
SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Development and Road Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

SECTION SIXTEEN
INDEMNIFICATION

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless from any and all liability, loss or damage the Municipality may suffer as a result of

claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION SEVENTEEN
MISCELLANEOUS

- A. **Severability**: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- B. **Section Headings and Subheadings**: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- C. **Waiver**: The County's failure to act with respect to a breach by the Municipality does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- D. **Entire Agreement**: This Agreement constitutes the entire agreement between the County and the Municipality with respect to the subject matter of this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Municipality with respect to this Agreement.

SECTION EIGHTEEN
AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this Agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this Agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

SECTION NINETEEN
EXHIBITS

The following are Exhibits to this Agreement are incorporated herein by this reference.

1. Exhibit "A": The Municipality's Road Board Economic Development Application dated August 2, 2021
2. Exhibit "B": The Municipality's Road Board Economic Development Application dated September 14, 2021
3. Exhibit "C": Transportation Sales Sign of the size, lettering, and colors as depicted thereon
4. Exhibit "D": Missouri Department of Economic Development New Jobs Verification Report.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

Executed by the County this ____ day of _____, 2021

Executed by the Municipality this ____ day of _____, 2021

CITY OF ST. PETERS, MISSOURI:

ST. CHARLES COUNTY, MISSOURI:

By: _____
Len Pegano,
Mayor

By: _____
Steve Ehlmann,
County Executive

Attest:

Attest:

By: _____
City Clerk

By: _____
County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Bob Schnur, Director of Finance

DATED: _____

EXHIBIT A

City of St. Peters' Road Board Economic Development Application dated August 2, 2021

[On file with the County]

EXHIBIT B

City of St. Peters' Road Board Application dated September 14, 2021

[On file with the County]

EXHIBIT C

Transportation Sales Tax Sign size, lettering, and colors

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

Sign Size: Width = 48" Length = 36" Lettering: Upper = 4" Lower = 2.5" White Lettering on Blue Background

EXHIBIT D



Department of Economic Development **AIM ZONE – NEW JOBS VERIFICATION**

COMPANY		REPORTING PERIOD		Beg.			End				
Company or Parent Company							Federal ID # (FEIN)				
Project Facility Address							Port Authority				
City	County	MISSOURI	Zip Code + 4		AIM Zone						
CONTACT INFORMATION (Please provide a contact person that DED may contact directly regarding this program)											
Contact Person					Title						
Address					City	State		Zip Code			
Telephone Number			Fax Number			E-mail					
FACILITY PROJECT INFORMATION											
Current Number of Full-time Employees at the Project Facility:											
Minus Project Facility Base Employment:							-				
Minus any decrease in Full-time Employees at Related Facilities below the Related Facility Base Employment:							-				
Equals New Jobs											
For Column – Annualized Gross Pay					As of:						
For Column – Actual W-2 Box 16 Wages Paid					From:		To:				
<p>The following information must be submitted in spreadsheet format. Create two spreadsheets (where applicable):</p> <ol style="list-style-type: none"> Project facility — List all employees at the project facility as of a certain date. The date must precede the Notice of Intent. Include the date at the top of the worksheet. Related Facilities – List all employees at related facilities on the same date as the project facility listing. Include the date at the top of the worksheet. <p>No job that was created prior to the date of the Notice of Intent shall be deemed a new job.</p> <p>A Related Facility is a facility operated by a company or a related company prior to the establishment of the AIM Zone in question located within any port district, as defined under Section 68.015, which is directly related to the operations of the facility within the new AIM Zone.</p>											
Name	Employee ID	Hire Date	Job Title	Status Category	Company Name	Facility Address	Annualized Gross Pay	W-2 Box 16 Wages (Total of previous 12 mos.)	Annual # of Hours Scheduled to Work		
DEFINITIONS											
Name	The Last name, First name (or First & Middle Initials) of the employee.										
Employee ID	Either the last 4 digits of the employees SSN or Internal Employee ID.										
Hire Date	The date the employee began employment for the company at the project facility.										
Job Title	The job or position title the employee holds.										
Status Category	Identify if the employee is Active, on FMLA, Leave of Absence, Active military leave, etc.										
Company Name	If only one Company is located at the project location; this information can be listed at the top. If more than one – e.g. Parent company and wholly-owned subsidiaries – then also identify the entity at which the employee is assigned.										
Facility Address	If only one facility is included as the project facility; this information can be listed at the top. If more than one facility address is considered a part of the project facility, then identify the address that the employee works.										
Annualized Gross Pay	Annual gross wages for full-time employees at the facility on the date this Form is submitted to DED.										
W-2 Box 16 Wages	State Taxable Wages paid to employees at the facility in the 12 months prior to the date this Form is submitted to DED.										
Annual # of Hours Scheduled to Work	The annual number of hours full-time employees at the project facility are scheduled to work for the reporting period. 2,080 hours=40 hours/week; 1,820 hours=35 hours/week.										

September 2018

