

**SPECIAL CITY COUNCIL AGENDA
CITY OF SANFORD, NORTH CAROLINA
Tuesday, February 11, 2020 – 6:00 P.M.
225 East Weatherspoon Street
Sanford, NC 27330**



1. **MEETING CALLED TO ORDER**
2. **PUBLIC HEARING**
Public Hearing on Project Jupiter
 - Consider Approval of Incentive Agreement for Project Jupiter
3. **ADJOURNMENT**



P.O. Box 3729
Sanford, NC 27331-3729

(919) 777-1105
FAX: (919) 718-6569
Email: susan.patterson@sanfordnc.net

City of Sanford

Susan C. Patterson
City Attorney

MEMORANDUM

TO: Mayor and Council Members
City Manager

FROM: Susan C. Patterson *SCP*
City Attorney

DATE: February 11, 2020

SUBJECT: Project Jupiter

On January 7, 2020 the City Council held a public hearing and approved an economic development incentive agreement for Project Jupiter. The project proposed to invest \$126,000,000 and create 196 jobs at average wage of \$88,900. The City proposed sharing up to \$2,420,016 with revenue from the City's general fund. The numbers have changed and Project Jupiter now intends to invest \$109,400,000 in building renovations and purchase of machinery and equipment in a gene therapy facility and has a goal of creating at least 209 jobs with an annual wage of approximately \$83,900. The City proposes to share up to \$2,116,809 with revenue from the general fund. An agreement regarding incentive funds is for your consideration tonight.

SCP:stm

AGREEMENT REGARDING INCENTIVE FUNDS

BY AND BETWEEN

THE CITY OF SANFORD, NORTH CAROLINA

AND

PROJECT JUPITER

Exhibit A-Grant of City of Sanford Funds

Exhibit B – Jobs Created

STATE OF NORTH CAROLINA)	AGREEMENT REGARDING
)	INCENTIVE FUNDS FOR
COUNTY OF LEE)	PROJECT JUPITER

THIS AGREEMENT, made and entered into this the ____ day of _____, 2020, by and between the CITY OF SANFORD, a North Carolina Municipal Corporation (hereinafter referred to as CITY) and PROJECT JUPITER, a company with an office and place of business in Sanford, North Carolina, (hereinafter referred to as COMPANY);

WITNESSETH:

WHEREAS, the Grant from the CITY to the COMPANY is in the amount of up to \$2,116,809 (Two Million One Hundred Sixteen Thousand Eight Hundred Nine Dollars) and has been negotiated and agreed to by the parties contingent upon the COMPANY entering into this Agreement and formal approval of the Grant by the Sanford City Council; and,

WHEREAS, the Grant is to be used by the COMPANY toward the goal of creating at least Two Hundred Nine (209) new employees (hereinafter referred to as “New Jobs”) at an average annual wage of at least \$83,900 (Eighty-three Thousand Nine Hundred Dollars) and **net new** taxable investment in the amount of \$109,400,000 (One Hundred Nine Million Four Hundred Thousand Dollars) (hereinafter referred to as “taxable investment”) in connection with building renovations and the purchase of machinery and equipment in the COMPANY’S manufacturing operations located in the City of Sanford, North Carolina; and

WHEREAS, the Grant is necessary to enable the job creation and taxable investment by the Company in the City of Sanford to occur and go forward; and

WHEREAS, the Grant will stimulate local economic activity, promote business and create a number of new jobs for the citizens of Sanford; and

WHEREAS, the Company will construct a gene therapy facility, which will be located within the City of Sanford and which will significantly enhance the City’s reputation as a desirable location for similar and/or supporting companies to locate; and

WHEREAS, the Grant is issued pursuant and subject to the provisions of the Local Development Act, North Carolina General Statute 158-7.1 through 7.4, including two public hearings which were held on January 7, 2020 and February 11, 2020; and

WHEREAS, a public hearing was held on January 7, 2020 at a regular meeting of the City Council, and another public hearing, based on amended numbers, was held on February 11, 2020 at a Special Meeting of the Sanford City Council, whereby the City Council then voted to approve the incentive;

NOW, THEREFORE, in consideration of the representations set forth herein and the mutual covenants and promises set forth below, the COMPANY agrees to the following:

1. **TERM.** The term of this agreement shall begin upon execution on February 11, 2020 and shall end on the 31st day of December 2028, unless sooner terminated pursuant to the provisions of the Agreement contained herein or extended by mutual agreement of the Parties.
2. **PROJECT.** The economic development project (hereinafter referred to as Project Jupiter) consists of building renovations and the purchase of new machinery and equipment to be installed in a gene therapy facility by the COMPANY in Sanford, Lee County, North Carolina, which will have a cumulative initial **net new ad valorem** taxable investment (prior to depreciation) of at least \$109,400,000.00 (One Hundred Nine Million Four Hundred Thousand Dollars) and will create and maintain, as further described in paragraph 5, at least Two Hundred Nine (209) New Jobs at an average annual wage of at least \$83,900.00 (Eighty-three Thousand Nine Hundred Dollars), as further described herein.
3. **REPRESENTATIONS BY THE COMPANY.** The COMPANY makes the following representations as the basis for the undertakings on its part herein contained:
 - a. The COMPANY is a State of Delaware corporation authorized to do business in North Carolina and in good standing under the laws of the State of North Carolina. The COMPANY has the power and authority to enter into this Agreement, to perform its obligations under and consummate the transaction contemplated by this Agreement, and has by proper action duly authorized the execution and delivery of this Agreement.
 - b. Neither the execution or delivery of this Agreement nor the performance of the obligations under or consummation of the transactions contemplated by this Agreement violates or will violate any law or governmental order, conflicts or will conflict with any provisions of the Articles of Incorporation or the By-Laws of the COMPANY or any material term or provision of any agreement or instrument to which the COMPANY is a party or by which it is bound, or constitutes or will constitute a material breach of or a default under any such agreement or instrument.
 - c. The COMPANY presently intends to operate the Project as a gene therapy manufacturing operation at a facility within the CITY until the CITY receives the prospective tax revenues from the improvements on the property and the net new taxable investment and until the COMPANY creates at least Two Hundred Nine (209) New Jobs to be maintained through the end of the Investment Period, as set forth in Exhibit B of the Agreement, all conditions of which were contemplated in arriving at the consideration that it receives pursuant to this Agreement.

- d. The CITY acknowledges that the building where the COMPANY is currently considering purchasing and up fitting, is currently owned by third parties and that Project Jupiter has options, contingent on incentives offered by the CITY, the County of Lee, and the State of North Carolina. The COMPANY hereby certifies, and further attaches an affidavit of certifications, that without (BUT FOR) the incentives provided by the CITY, it would not conduct the Project in the CITY.
 - e. The COMPANY hereby further certifies that it was considering other states for this Project.
 - f. The COMPANY has been informed and understands that reimbursement will be made only for the New Jobs created at an average annual wage rate stated herein, and verifiable investment-through an increase in building renovations and purchase of machinery and equipment-as of December 31, 2028, as is further agreed to herein and shown on Exhibit A and Exhibit B.
 - g. The COMPANY covenants and agrees to pay the taxes, create the New Jobs at the average annual wage rate, and make the taxable investment, all of which are the subject to this Agreement, in accordance with the purposes and/or under the restrictions and covenants as set forth herein.
4. **GRANT.** In exchange for the Taxable Investment by the COMPANY, the creation of New Jobs paying the average annual wage rate as stated herein, and pursuant to North Carolina General Statutes 158-7.1, the CITY anticipates making an incentive grant to the COMPANY of up to \$2,116,809 (Two Million One Hundred Sixteen Thousand Eight Hundred Nine Dollars), paid in annual installments as shown on Exhibit A, subject to the obligation to repay incentive funds or to receive partial incentive funds as explained in Section 7 of this Agreement. The CITY may use any fund source available to it, which is not restricted, to make the incentive payment to the COMPANY. The incentive payments shall be paid in amounts calculated and illustrated in Exhibit A. The COMPANY understands that the cash grant incentives may be paid on a pro rata basis depending on the job creation and/or actual net new taxable investment made by the COMPANY and further described in Section 5 and Section 7.

The first calendar year in which an incentive payment will be paid to COMPANY will be 2022, for incentive year 2020, based upon property tax listings in 2021 for investments made in 2020. The final calendar year in which an incentive payment will be paid to COMPANY will be 2028, for incentive year 2026, based upon property listings in 2027, for investments made in 2026.

5. **PERFORMANCE CRITERIA.** In return for the Incentive payments set forth herein, which are a competitive necessity for the COMPANY to choose to locate its Facility in the City, the COMPANY commits to certain performance criteria related to jobs created and

increased tax base for the City. For the CITY to provide incentives to support the location of the Facility, and BUT FOR the provision of the incentives contemplated by the Agreement, the COMPANY would not locate its facility in the City. The Parties acknowledge and agree that the consideration for the CITY to enter into this Agreement is the expectation that the COMPANY will meet or exceed these performance criteria.

- a. The COMPANY agrees to undertake and operate in a timely manner the following new project in the City of Sanford, renovating a facility to house the COMPANY's manufacturing operations located at its Sanford, Lee County, North Carolina facility, new manufacturing machinery and equipment and building renovations, and the hiring of at least Two Hundred Nine (209) New Jobs and maintain all New Jobs, through the life of the project.
- b. New Jobs. The COMPANY agrees to create and maintain at least Two Hundred Nine (209) permanent, full-time New Jobs through the end of the Incentive Period, as set forth in Paragraph 1 of this Agreement, and as evidenced in Exhibit B. All New Jobs created pursuant to the terms of this Agreement must be filled by employees hired to work after the date of this agreement who work at least 35 (thirty-five) hours per week and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statutes. All New Jobs must have an average annual wage of \$83,900 (Eighty-three Thousand Nine Hundred Dollars). The COMPANY will hire the New Jobs according to Exhibit B, and must be maintained through the Incentive Period. If the COMPANY does not meet the cumulative required number of New Jobs according to Exhibit B, the incentive amount paid to the COMPANY for that year will be reduced. If the cumulative number of New Jobs is not maintained in any other fiscal year of the Incentive Period, the incentive amount for that given year will be reduced.
- c. Taxable Investment. The COMPANY agrees to make a privately funded net new taxable investment in building renovations, machinery, equipment and taxable improvements as part of the Project, which will amount to a net new taxable investment of \$109,400,000 (One Hundred Nine Million Four Hundred Thousand Dollars), over the seven (7) year life of the Incentive Project. The Company will make taxable investments each year of the life of the project according to Exhibit A. If the COMPANY makes such taxable investment and meets the required number of New Jobs, the CITY may pay an incentive up to the amount as shown on Exhibit A. When the CITY calculates its incentive each year, the COMPANY agrees that the incentive will be reduced if such taxable investment is not made in accordance with Exhibit A or the cumulative number of New Jobs is not met and maintained as shown in Exhibit B in each calendar year.
- d. The COMPANY'S compliance with all Performance Criteria set out in this Agreement shall be attested to annually under oath by an officer of the COMPANY

and provided to the CITY by no later than March 31st of the subsequent year. The COMPANY must provide the NCUI 101 to the CITY and the CITY may, in its discretion, require other documentation to verify the attainment of these performance commitments. If the COMPANY has not provided proof of the New Jobs or the Taxable Investment by March 31st, it will be assumed the COMPANY is no longer requesting an incentive for that year of this Agreement. If the COMPANY needs additional time to provide the necessary proof, it must notify the CITY, in writing, thirty days before the proof is due, asking for an extension and the CITY has the sole discretion in determining whether to provide an extension and the date the proof will be due.

6. **CLOSEOUT.** The CITY will close out the Grant on the first of the following to occur, (hereinafter referred to as closeout):

- a. The Date as of which the CITY has received and accepted proof reasonably satisfactory to it that the Project has been completed and all the Performance Criteria have been satisfied; or
- b. The 31st day of December, 2028, unless such term is extended by mutual written agreement of the parties.

7. **OBLIGATION TO REPAY GRANT FUNDS AND/OR RECEIVE PARTIAL INCENTIVES.** As stated under the Performance Criteria and reiterated, if, for any reason, the COMPANY shall not satisfy the minimum conditions set forth in this agreement, then the CITY shall not pay the incentive grant, or shall reduce the amount of the incentive grant, and/or seek reimbursement from the COMPANY that received any incentives made possible by this grant, as set forth herein, and COMPANY, or any party, shall remit such incentive funds promptly to the CITY and the COMPANY shall bear all costs of collection. If the Project as described in this Agreement and the attached exhibits does not meet the Performance Criteria set out herein and the standards for the incentive paid as set out in Exhibit A, all or part of the Grant Award must be repaid, reduced or reimbursed as follows and as described in the performance criteria section above:

- a. If the COMPANY fails to meet the Performance Criteria as previously provided in Section 5, the CITY may reduce the grant amount in the following manner as determined each year of the Incentive Agreement:
 - i. If the *ad valorem* taxes paid by the COMPANY do not meet the required minimum amount of *ad valorem* taxes attributable to the cumulative taxable investment that is evidenced each year in Exhibit A, the CITY will reduce the total incentive grant by a prorated amount based off the percentage of actual cumulative investment by year of the incentive agreement. Exhibit A evidences the approximate investment of net new taxable investment of

the COMPANY and payout by the CITY if 100% of the cumulative taxable investment is met.

- ii. If the COMPANY does not meet the requirements for cumulative New Jobs, including number of jobs, average annual wage as evidenced in Exhibit B, the CITY shall reduce the total incentive grant by a prorated amount as of each calendar year of the incentive.
 - iii. Based on these calculations each year of the Agreement, the incentive grant may be reduced if the COMPANY fails to meet the total investment for that calendar year as evidenced by Exhibit A and/or fails to meet the number of new jobs as evidenced by Exhibit B. The COMPANY understands that a failure to meet one of the criteria for the fiscal year of either direct investment or New Jobs will reduce the incentive grant for that fiscal year. If the COMPANY then exceeds the next years investment or New Jobs, evidenced in Exhibits A and B, then the COMPANY will be eligible for that year's full incentive, but will not be reimbursed for the previous year's reduction.
- b. If at any time during the Grant period, the COMPANY substantially ceases operations at the Project, the CITY shall not be obligated to pay to the COMPANY any further grant funds and may ask for reimbursement for grant funds expended, which the COMPANY will agree to reimburse such grant funds.
 - c. If at any time during the Grant period, the COMPANY fails to retain one hundred percent of the Jobs as set forth in Paragraph 5(b) herein and evidenced in Exhibit B and/or fails to make the taxable investment as evidenced in Exhibit A, the COMPANY will be in default of this agreement and the CITY shall not be obligated to pay to the COMPANY any further grant funds and the COMPANY shall be obligated to repay funds already paid to the COMPANY by the CITY.

8. TERMINATION.

- a. This agreement shall terminate and the COMPANY shall be in breach for the following reasons as determined by the CITY, including, but not limited to the following:
 - i. Failure to pay taxes;
 - ii. Failure to comply with the terms and conditions of this Agreement;
 - iii. Submission of incorrect or incomplete reports to the CITY in any material respects or;
 - iv. Failure to make satisfactory progress towards making the cumulative investment in the property as of each fiscal year according to Exhibit A, without requesting an extension of time and agreed upon by the CITY in writing, the determination of whether satisfactory progress has been made will be in the sole discretion of the City.

- b. The CITY may terminate this Agreement, as set forth herein, for failure of the COMPANY to make the investment of the property, for failure of the project, or violation of the terms of this Agreement, in the discretion of the CITY, providing that 30 day notification was provided to the COMPANY and the COMPANY was unable to cure such defect.
- c. The CITY may terminate this Agreement, without cause giving sixty (60) days notification to the COMPANY.

9. ADDITIONAL PROVISIONS.

- a. Verification and Reporting. The COMPANY shall provide to the CITY on an annual basis or upon the CITY's request all reasonable documentation deemed necessary by the CITY to verify creation and maintenance of the New Jobs, and expenditure of the Taxable Investment described in this agreement, including, but not limited to, Employment Security Commission form NCUI 101, a list of all positions used in accounting for the New Jobs, and the use of the Grant funds. Annual reporting shall be done by March 31st each year. If such information is not provided to the CITY by that date, it is assumed the COMPANY is no longer seeking an incentive for that fiscal year and therefore a payment will not be made to the COMPANY.
- b. Force Majeure. If unforeseen calamity, an Act of God, or financial disaster is the alleged cause of the COMPANY's failure to satisfy or perform any obligation under this Agreement, the COMPANY may request an extraordinary modification of this Agreement from the CITY. The parties agree that any decision to allow such modification shall be at the mutual decision of the Parties.
- c. Records. The COMPANY shall keep and maintain books and records, and other documentation relating to the receipt and disbursement of Grant funds and fulfillment of this Agreement, including, but not limited to, records to verify the hiring, retention, discharge and salaries and benefits paid to all employees covered by this Agreement and the amount of Grant funds expended for the purposes allowed under this Agreement.
- d. Right to Inspect. Subject to any applicable federal or North Carolina laws or regulations regarding employee privacy, the COMPANY agrees that any duly authorized representative of the CITY shall have, at all reasonable times and on reasonable notice, access to and the right to inspect, audit, copy and examine all relevant books, records, and other documents relating to the Grant and the fulfillment of this Agreement throughout the Agreement Period and for a period of two years thereafter.

- e. If the COMPANY fails to keep and maintain books and records necessary for verifying fulfillment of all terms of this Agreement, or if the COMPANY fails to provide access and the right of inspection of the records to a duly authorized representative of the CITY sufficient to verify compliance with this Agreement, the CITY may, in its discretion, declare the COMPANY to be in default of this Agreement, withhold future payments due under this Agreement and/or require reimbursement of all or any portion of Grant funds previously paid, if the COMPANY did not rectify such default within thirty days.
- f. Non-Appropriations Provision. The CITY's obligation to make disbursements to the COMPANY under this Agreement is contingent upon appropriations by the CITY and the availability of funds for the Grant.
- g. Failure of the CITY at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the CITY at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions thereof. No waiver by the CITY of any condition or the breach of any terms, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of that or any other term, provision or representation.
- h. Assignment. No party shall assign any interest in or obligation under this Agreement without the prior written consent of the other Party; such consent shall not be unreasonably withheld.
- i. Governing law and venue. The parties intend that this Agreement shall be governed by the laws of the State of North Carolina, and that the General Courts of Justice of the State of North Carolina shall be the forum and venue for any dispute arising out of this Agreement. Prior to the commencement of any litigation, the Parties agree to negotiate in good faith to attempt to resolve any dispute.
- j. Liability of Officers and Agents, Limit on Liability. No officer, agent, or employee of the CITY or the COMPANY shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law. In no event will either party be liable to the other party for any consequential, incidental, indirect, special or punitive damages, losses or expenses, (including but not limited to those for business interruption, lost business, lost profits, or loss savings), even if that party has been advised of their possible existence. The

remedies of the parties hereto are as specifically set forth herein and are the sole and exclusive remedies of the parties not withstanding any other remedy at law or in equity.

k. Notice. Notice shall be given to the following representatives:

To the CITY	To the COMPANY
City of Sanford	_____
City Manager	_____
P.O. Box 3729	_____
Sanford, NC 27331	_____

IN WITNESS WHEREOF, CITY has caused this instrument to be signed in its municipal corporate name by its duly elected Mayor and its seal to be hereunto affixed by the Deputy City Clerk, all by authority of its City Council and the COMPANY has caused this instrument to be executed in its corporate name by its duly authorized officers, both the day and year first above written.

(Corporate Seal)

CITY OF SANFORD,
A NC Municipal Corporation

By: _____
T. CHET MANN

ATTEST:

Vicki R. Cannady, Deputy City Clerk

(Corporate Seal)

PROJECT JUPITER

By: _____

Name
Title

ATTEST:

Secretary

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

Beth T. Kelly, Finance Director

AFFIDAVIT

NORTH CAROLINA

COUNTY OF LEE

_____, appearing before the undersigned notary and being duly sworn, says that if the COMPANY was not receiving the incentives provided by the CITY, it would not conduct the project in the City. Further, the COMPANY certifies that it is considering other states for the location of its expansion.

Affiant

Sworn to (or affirmed) and subscribed before me
this the _____ day of _____, 2020.

(Official Seal)

Official Signature of Notary

_____, Notary Public

Notary's printed or typed name

My commission expires: _____

Schedule A - Project Jupiter
Economic Development Incentive Grant (EDIG)
 City of Sanford (revised 1-28-2020)

Investment By Fiscal Year (Tax Year noted)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Real Property	\$ -	\$ 20,400,000	\$ 20,000,000	\$ 12,000,000	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ 64,400,000
Personal Property		\$ 14,000,000	\$ 5,000,000	\$ 13,000,000	\$ 6,500,000	\$ 6,500,000	\$ -	\$ -	\$ 45,000,000
Total Investment	\$ -	\$ 34,400,000	\$ 25,000,000	\$ 25,000,000	\$ 12,500,000	\$ 12,500,000	\$ -	\$ -	\$ 109,400,000

Machinery Installed in 2020-21	Est. Original Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
93%	\$ 14,000,000	\$ 13,020,000	0.600%	\$ 78,120	80%	\$ 62,496	2022
89%	\$ 14,000,000	\$ 12,460,000	0.600%	\$ 74,760	80%	\$ 59,808	2023
82%	\$ 14,000,000	\$ 11,480,000	0.600%	\$ 68,880	80%	\$ 55,104	2024
75%	\$ 14,000,000	\$ 10,500,000	0.600%	\$ 63,000	70%	\$ 44,100	2025
68%	\$ 14,000,000	\$ 9,520,000	0.600%	\$ 57,120	60%	\$ 34,272	2026
62%	\$ 14,000,000	\$ 8,680,000	0.600%	\$ 52,080	50%	\$ 26,040	2027
55%	\$ 14,000,000	\$ 7,700,000	0.600%	\$ 46,200	50%	\$ 23,100	2028
				\$ 440,160		\$ 304,920	

Machinery Installed in 2021-22	Est. Tax Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
93%	\$ 5,000,000	\$ 4,650,000	0.600%	\$ 27,900	80%	\$ 22,320	2023
89%	\$ 5,000,000	\$ 4,450,000	0.600%	\$ 26,700	80%	\$ 21,360	2024
82%	\$ 5,000,000	\$ 4,100,000	0.600%	\$ 24,600	70%	\$ 17,220	2025
75%	\$ 5,000,000	\$ 3,750,000	0.600%	\$ 22,500	60%	\$ 13,500	2026
68%	\$ 5,000,000	\$ 3,400,000	0.600%	\$ 20,400	50%	\$ 10,200	2027
62%	\$ 5,000,000	\$ 3,100,000	0.600%	\$ 18,600	50%	\$ 9,300	2028
				\$ 140,700		\$ 93,900	

Machinery Installed in 2022-23	Est. Tax Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
93%	\$ 13,000,000	\$ 12,090,000	0.600%	\$ 72,540	80%	\$ 58,032	2024
89%	\$ 13,000,000	\$ 11,570,000	0.600%	\$ 69,420	70%	\$ 48,594	2025
82%	\$ 13,000,000	\$ 10,660,000	0.600%	\$ 63,960	60%	\$ 38,376	2026
75%	\$ 13,000,000	\$ 9,750,000	0.600%	\$ 58,500	50%	\$ 29,250	2027
68%	\$ 13,000,000	\$ 8,840,000	0.600%	\$ 53,040	50%	\$ 26,520	2028
				\$ 317,460		\$ 200,772	

Machinery Installed in 2023-24	Est. Tax Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
93%	\$ 6,500,000	\$ 6,045,000	0.600%	\$ 36,270	70%	\$ 25,389	2025
89%	\$ 6,500,000	\$ 5,785,000	0.600%	\$ 34,710	60%	\$ 20,826	2026
82%	\$ 6,500,000	\$ 5,330,000	0.600%	\$ 31,980	50%	\$ 15,990	2027
75%	\$ 6,500,000	\$ 4,875,000	0.600%	\$ 29,250	50%	\$ 14,625	2028
				\$ 132,210		\$ 76,830	

Machinery Installed in 2024-25	Est. Tax Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
93%	\$ 6,500,000	\$ 6,045,000	0.600%	\$ 36,270	60%	\$ 21,762	2026
89%	\$ 6,500,000	\$ 5,785,000	0.600%	\$ 34,710	50%	\$ 17,355	2027
82%	\$ 6,500,000	\$ 5,330,000	0.600%	\$ 31,980	50%	\$ 15,990	2028
				\$ 102,960		\$ 55,107	

(No new personal property investment in subsequent fiscal years)

Real Property 100%	Est. Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
FY2020-21	\$ 20,400,000	0.600%	\$ 122,400	80%	\$ 97,920	2022
FY2021-22	\$ 40,400,000	0.600%	\$ 242,400	80%	\$ 193,920	2023
FY2022-23	\$ 52,400,000	0.600%	\$ 314,400	80%	\$ 251,520	2024
FY2023-24	\$ 58,400,000	0.600%	\$ 350,400	70%	\$ 245,280	2025
FY2024-25	\$ 58,400,000	0.600%	\$ 350,400	60%	\$ 210,240	2026
FY2025-26	\$ 64,400,000	0.600%	\$ 386,400	50%	\$ 193,200	2027
FY2026-27	\$ 64,400,000	0.600%	\$ 386,400	50%	\$ 193,200	2028
			\$ 2,152,800		\$ 1,385,280	

Fiscal Year (Tax Year)	Machinery Incentive	Real Property Incentive	Total Incentive	Total Tax	Incentive Paid in Year
FY2020-21	\$ 62,496	\$ 97,920	\$ 160,416	\$ 200,520	2022
FY2021-22	\$ 82,128	\$ 193,920	\$ 276,048	\$ 345,060	2023
FY2022-23	\$ 134,496	\$ 251,520	\$ 386,016	\$ 482,520	2024
FY2023-24	\$ 135,303	\$ 245,280	\$ 380,583	\$ 543,690	2025
FY2024-25	\$ 128,736	\$ 210,240	\$ 338,976	\$ 564,960	2026
FY2025-26	\$ 98,835	\$ 193,200	\$ 292,035	\$ 584,070	2027
FY2026-27	\$ 89,535	\$ 193,200	\$ 282,735	\$ 565,470	2028
	\$ 731,529	\$ 1,385,280	\$ 2,116,809	\$ 3,286,290	

Project Jupiter – Exhibit B – Job Creation Target

Calendar Year	Job Creation Target	
2020	33	
2021	73	
2022	127	
2023	176	
2024	209	
2025	209	
2026	209	
Total	209	