

1 Introduced by the Council President at the request of the Mayor:
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4 **RESOLUTION 2026-285**

5 A RESOLUTION MAKING CERTAIN FINDINGS, AND
6 APPROVING AND AUTHORIZING THE EXECUTION OF AN
7 ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT")
8 BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND
9 JOHNSON & JOHNSON VISION CARE, INC. ("COMPANY"),
10 TO SUPPORT THE EXPANSION OF THE COMPANY'S
11 EXISTING MANUFACTURING FACILITY LOCATED AT 7500
12 CENTURION PARKWAY ("CENTURION FACILITY"), AND
13 ALSO THE CONSTRUCTION OF COMPANY'S NEW PACKAGING
14 AND LOGISTICS FACILITY TO BE LOCATED AT 815 S.
15 MAIN STREET ("MAIN STREET FACILITY") WITHIN THE
16 CITY ("PROJECT"); AUTHORIZING A SIX-YEAR
17 RECAPTURE ENHANCED VALUE (REV) GRANT OF
18 \$10,500,000 FOR THE CENTURION FACILITY;
19 AUTHORIZING A FIVE-YEAR RECAPTURE ENHANCED VALUE
20 (REV) GRANT OF \$1,500,000 FOR THE MAIN STREET
21 FACILITY; APPROVING AND AUTHORIZING THE
22 EXECUTION OF DOCUMENTS BY THE MAYOR, OR HER
23 DESIGNEE, AND CORPORATION SECRETARY;
24 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY
25 THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC
26 DEVELOPMENT ("OED"); PROVIDING FOR OVERSIGHT BY
27 THE OED; PROVIDING A DEADLINE FOR THE COMPANY TO
28 EXECUTE THE AGREEMENT; AFFIRMING THE PROJECT'S
29 COMPLIANCE WITH THE PUBLIC INVESTMENT POLICY
30 ADOPTED BY ORDINANCE 2024-286-E, AS AMENDED;
31 REQUESTING TWO-READING PASSAGE PURSUANT TO

1 COUNCIL RULE 3.305; PROVIDING AN EFFECTIVE DATE.
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3 **WHEREAS**, Johnson & Johnson Vision Care, Inc. (the "Company") has
4 previously entered into those certain economic development agreements
5 with the City dated April 6, 2014, January 13, 2016, and April 27,
6 2022 (the "Prior Agreements") in connection with the expansion of its
7 manufacturing facility located at 7500 Centurion Parkway in
8 Jacksonville (the "Centurion Parcel"), and the Company is now
9 proposing to increase the scope of the expansion of its existing
10 facility, and also to construct a new packaging and logistics facility
11 at 815 S. Main St. ("Main Street Parcel") to create an additional 10
12 permanent full-time equivalent new jobs in Jacksonville with an
13 average salary, exclusive of benefits, of at least \$65,000 per annum
14 by December 31, 2028, with an estimated aggregate capital investment
15 of \$550,000,000; and

16 **WHEREAS**, such average wage is at least 115 percent of the Duval
17 County average annual wage; and

18 **WHEREAS**, for the reasons more fully described herein and in the
19 economic development agreement ("Agreement") placed **On File** with the
20 Legislative Services Division, the payment of the REV Grants in such
21 amounts serves a paramount public purpose; and

22 **WHEREAS**, the OED has reviewed the application submitted by the
23 Company for community development and, together with representatives
24 of the City, negotiated the Agreement. Accordingly, based upon the
25 contents of the Agreement, it has been determined that the Agreement
26 and the uses contemplated therein to be in the public interest, and
27 that the public actions and financial assistance contemplated in the
28 Agreement take into account and give consideration to the long-term
29 public interests and public interest benefits to be achieved by the
30 City; and

31 **WHEREAS**, the Company has requested the City to enter into an

1 agreement in substantially the form placed **On File** with the
2 Legislative Services Division; now therefore,

3 **BE IT RESOLVED** by the Council of the City of Jacksonville:

4 **Section 1. Findings.** It is hereby ascertained, determined,
5 found and declared as follows:

6 (a) The recitals set forth herein are true and correct.

7 (b) The location of the Company's Project in Jacksonville,
8 Florida, is more particularly described in the Agreement. The Project
9 will promote and further the public and municipal purposes of the
10 City.

11 (c) Enhancement of the City's tax base and revenues, are matters
12 of State and City policy and State and City concern in order that the
13 State and its counties and municipalities, including the City, shall
14 not continue to be endangered by unemployment, underemployment,
15 economic recession, poverty, crime and disease, and consume an
16 excessive proportion of the State and City revenues because of the
17 extra services required for police, fire, accident, health care,
18 elderly care, charity care, hospitalization, public housing and
19 housing assistance, and other forms of public protection, services
20 and facilities.

21 (d) The provision of the City's assistance as identified in the
22 Agreement is necessary and appropriate to make the Project feasible;
23 and the City's assistance is reasonable and not excessive, taking
24 into account the needs of the Company to make the Project economically
25 and financially feasible, and the extent of the public benefits
26 expected to be derived from the Project, and taking into account all
27 other forms of assistance available.

28 (e) The Company is qualified to carry out and complete the
29 construction and equipping of the Project, in accordance with the
30 Agreement.

31 (f) The authorizations provided by this Resolution are for

1 public uses and purposes for which the City may use its powers as a
2 county, municipality and as a political subdivision of the State of
3 Florida and may expend public funds, and the necessity in the public
4 interest for the provisions herein enacted is hereby declared as a
5 matter of legislative determination.

6 (g) This Resolution is adopted pursuant to the provisions of
7 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's
8 Charter, and other applicable provisions of law.

9 **Section 2. Economic Development Agreement Approved.** There
10 is hereby approved, and the Mayor and Corporation Secretary are
11 authorized to execute and deliver, for and on behalf of the City, an
12 economic development agreement ("Agreement") between the City and the
13 Company, substantially in the form placed **On File** with the Office of
14 Legislative Services (with such "technical" changes as herein
15 authorized), for the purpose of implementing the recommendations of
16 the OED.

17 The Agreement may include such additions, deletions and changes
18 as may be reasonable, necessary and incidental for carrying out the
19 purposes thereof, as may be acceptable to the Mayor, or her designee,
20 with such inclusion and acceptance being evidenced by execution of
21 the Agreement by the Mayor or her designee. No modification to the
22 Agreement may increase the financial obligations or the liability of
23 the City and any such modification shall be technical only and shall
24 be subject to appropriate legal review and approval of the General
25 Counsel, or his or her designee, and all other appropriate action
26 required by law. "Technical" is herein defined as including, but not
27 limited to, changes in legal descriptions and surveys, descriptions
28 of infrastructure improvements and/or any road project, ingress and
29 egress, easements and rights of way, performance schedules (provided
30 that no performance schedule may be extended for more than one year
31 without City Council approval) design standards, access and site

1 plan, which have no financial impact.

2 **Section 3. Payment of Centurion Facility REV Grant.**

3 (a) The REV Grant shall not be deemed to constitute a debt,
4 liability, or obligation of the City or of the State of Florida or
5 any political subdivision thereof within the meaning of any
6 constitutional or statutory limitation, or a pledge of the faith and
7 credit or taxing power of the City or of the State of Florida or any
8 political subdivision thereof, but shall be payable solely from the
9 funds provided therefor as provided in this Section. The Agreement
10 shall contain a statement to the effect that the City shall not be
11 obligated to pay any installment of its financial assistance to the
12 Company except from the non-ad valorem revenues or other legally
13 available funds provided for that purpose, that neither the faith and
14 credit nor the taxing power of the City or of the State of Florida
15 or any political subdivision thereof is pledged to the payment of any
16 portion of such financial assistance, and that the Company, or any
17 person, firm or entity claiming by, through or under the Company, or
18 any other person whomsoever, shall never have any right, directly or
19 indirectly, to compel the exercise of the ad valorem taxing power of
20 the City or of the State of Florida or any political subdivision
21 thereof for the payment of any portion of such financial assistance.

22 (b) The Mayor, or her designee, is hereby authorized to and
23 shall disburse the annual installments of the REV Grant as provided
24 in this Section in accordance with this Resolution and the Agreement.

25 **Section 4. Payment of Main Street Facility REV Grant.**

26 (a) The REV Grant shall not be deemed to constitute a debt,
27 liability, or obligation of the City or of the State of Florida or
28 any political subdivision thereof within the meaning of any
29 constitutional or statutory limitation, or a pledge of the faith and
30 credit or taxing power of the City or of the State of Florida or any
31 political subdivision thereof, but shall be payable solely from the

1 funds provided therefor as provided in this Section. The Agreement
2 shall contain a statement to the effect that the City shall not be
3 obligated to pay any installment of its financial assistance to the
4 Company except from the non-ad valorem revenues or other legally
5 available funds provided for that purpose, that neither the faith and
6 credit nor the taxing power of the City or of the State of Florida
7 or any political subdivision thereof is pledged to the payment of any
8 portion of such financial assistance, and that the Company, or any
9 person, firm or entity claiming by, through or under the Company, or
10 any other person whomsoever, shall never have any right, directly or
11 indirectly, to compel the exercise of the ad valorem taxing power of
12 the City or of the State of Florida or any political subdivision
13 thereof for the payment of any portion of such financial assistance.

14 (b) The Mayor, or her designee, is hereby authorized to and
15 shall disburse the annual installments of the REV Grant as provided
16 in this Section in accordance with this Resolution and the Agreement.

17 **Section 5. Designation of Authorized Official/OED Contract**
18 **Monitor.** The Mayor is designated as the authorized official of the
19 City for the purpose of executing and delivering any contracts and
20 documents and furnishing such information, data and documents for the
21 Agreement and related documents as may be required and otherwise to
22 act as the authorized official of the City in connection with the
23 Agreement, and is further authorized to designate one or more other
24 officials of the City to exercise any of the foregoing authorizations
25 and to furnish or cause to be furnished such information and take or
26 cause to be taken such action as may be necessary to enable the City
27 to implement the Agreement according to its terms. The OED is hereby
28 required to administer and monitor the Agreement and to handle the
29 City's responsibilities thereunder, including the City's
30 responsibilities under such Agreement working with and supported by
31 all relevant City departments.

1 **Section 6. Further Authorizations.** The Mayor, or her
2 designee, and the Corporation Secretary, are hereby authorized to
3 execute and deliver the Agreement and all other contracts and
4 documents and otherwise take all necessary action in connection
5 therewith and herewith. The Executive Director of the OED, as contract
6 administrator, is authorized to negotiate and execute all necessary
7 changes and amendments to the Agreement and other contracts and
8 documents, to effectuate the purposes of this Resolution, without
9 further Council action, provided such changes and amendments are
10 limited to amendments that are technical in nature (as described in
11 Section 2 hereof), and further provided that all such amendments
12 shall be subject to appropriate legal review and approval by the
13 General Counsel, or his or her designee, and all other appropriate
14 official action required by law.

15 **Section 7. Oversight Department.** The OED shall oversee the
16 Project described herein.

17 **Section 8. Execution of Agreement.** If the Agreement
18 approved by this Resolution has not been signed by the Company within
19 ninety (90) days after the OED delivers or mails the unexecuted
20 Agreement to the Company for execution, then the City Council
21 approvals in this Resolution and authorization for the Mayor to
22 execute the Agreement are automatically revoked; provided, however,
23 that the Executive Director of the OED shall have the authority to
24 extend such ninety (90) day period in writing at his discretion for
25 up to an additional ninety (90) days.

26 **Section 9. Public Investment Policy.** This Resolution
27 conforms to the guidelines provided in the Public Investment Policy
28 adopted by City Council Ordinance 2024-286-E, as amended.

29 **Section 10. Requesting Two Reading Passage Pursuant to**
30 **Council Rule 3.305.** Two reading passage of this legislation is
31 requested pursuant to Council Rule 3.305.

1 **Section 11. Effective Date.** This Resolution shall become
2 effective upon signature by the Mayor or upon becoming effective
3 without the Mayor's signature.

4
5 Form Approved:

6
7 /S/ John Sawyer

8 Office of General Counsel

9 Legislation Prepared By: John Sawyer

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