

1 Introduced by the Council President at the request of the Mayor and  
2 amended by the Finance Committee and amended on the Floor of Council:

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5 **RESOLUTION 2026-326-A**

6 A RESOLUTION MAKING CERTAIN FINDINGS, AND  
7 APPROVING AND AUTHORIZING THE EXECUTION OF AN  
8 ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT")  
9 BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND  
10 THE WINN-DIXIE COMPANY, LLC ("COMPANY"), TO  
11 SUPPORT THE RENOVATION AND EXPANSION OF THE  
12 COMPANY'S EXISTING HEADQUARTERS AND RENOVATION  
13 OF THIRTEEN EXISTING FULL-SERVICE GROCERY STORES  
14 WITHIN THE CITY (COLLECTIVELY, THE "PROJECT");  
15 AUTHORIZING A TWENTY-YEAR RECAPTURE ENHANCED  
16 VALUE (REV) GRANT IN THE MAXIMUM AMOUNT OF  
17 \$5,500,000; AUTHORIZING A HEADQUARTERS  
18 RETENTION GRANT TO THE COMPANY IN AN AMOUNT NOT  
19 TO EXCEED \$6,500,000, PAYABLE IN EQUAL ANNUAL  
20 DISBURSEMENTS OF \$1,300,000 OVER A FIVE YEAR  
21 PERIOD; APPROVING AND AUTHORIZING THE EXECUTION  
22 OF DOCUMENTS BY THE MAYOR, OR HER DESIGNEE, AND  
23 CORPORATION SECRETARY; AUTHORIZING APPROVAL OF  
24 TECHNICAL AMENDMENTS BY THE EXECUTIVE DIRECTOR  
25 OF THE OFFICE OF ECONOMIC DEVELOPMENT ("OED");  
26 PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING A  
27 DEADLINE FOR THE COMPANY TO EXECUTE THE  
28 AGREEMENT; WAIVING THE PUBLIC INVESTMENT POLICY  
29 ADOPTED BY 2024-286-E, AS AMENDED, TO AUTHORIZE  
30 THE HEADQUARTERS RETENTION GRANT; REQUESTING  
31 TWO-READING PASSAGE PURSUANT TO COUNCIL RULE

3.305; PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** The Winn-Dixie Company, LLC (the "Company") has submitted its proposal to the Office of Economic Development to renovate and expands its existing headquarters and to renovate and maintain thirteen of its existing full-service grocery stores, which is anticipated to cause a private capital investment of \$65,000,000 and create 200 new jobs with an average annual salary of \$100,000 by December 31, 2031; and

**WHEREAS,** for the reasons more fully described herein and in the economic development agreement ("Agreement") placed **Second Revised On File** with the Legislative Services Division, the payment of the REV Grant and Headquarters Retention Grant in such amounts serves a paramount public purpose; and

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

**WHEREAS,** the Company has requested the City to enter into an agreement in substantially the form placed **Second Revised On File** with the Legislative Services Division; now therefore,

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

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

- (a) The recitals set forth herein are true and correct.
- (b) The location of the Company's Project in Jacksonville,

1 Florida, is more particularly described in the Agreement. The Project  
2 will promote and further the public and municipal purposes of the  
3 City.

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

14 (d) The provision of the City's assistance as identified in the  
15 Agreement is necessary and appropriate to make the Project feasible;  
16 and the City's assistance is reasonable and not excessive, taking  
17 into account the needs of the Company to make the Project economically  
18 and financially feasible, and the extent of the public benefits  
19 expected to be derived from the Project, and taking into account all  
20 other forms of assistance available.

21 (e) The Company is qualified to carry out and complete the  
22 construction and equipping of the Project, in accordance with the  
23 Agreement.

24 (f) The authorizations provided by this Resolution are for  
25 public uses and purposes for which the City may use its powers as a  
26 county, municipality and as a political subdivision of the State of  
27 Florida and may expend public funds, and the necessity in the public  
28 interest for the provisions herein enacted is hereby declared as a  
29 matter of legislative determination.

30 (g) This Resolution is adopted pursuant to the provisions of  
31 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's

1 Charter, and other applicable provisions of law.

2       **Section 2.       Economic Development Agreement Approved.** There  
3 is hereby approved, and the Mayor and Corporation Secretary are  
4 authorized to execute and deliver, for and on behalf of the City, an  
5 economic development agreement ("Agreement") between the City and the  
6 Company, substantially in the form placed **Second Revised On File** with  
7 the Office of Legislative Services (with such "technical" changes as  
8 herein authorized), for the purpose of implementing the  
9 recommendations of the OED.

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

26       **Section 3.       Payment of REV Grant.**

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

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

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

18 **Section 4. Payment of Headquarters Retention Grant.** The  
19 Headquarters Retention Grant is hereby authorized, and, subject to a  
20 subsequent appropriation by the City Council therefor, the City is  
21 authorized to disburse the Headquarters Retention Grant to the Company  
22 in the maximum amount of \$6,500,000 over a five-year period, subject  
23 to the terms and conditions of the Agreement.

24 **Section 5. Designation of Authorized Official/OED Contract**  
25 **Monitor.** The Mayor is designated as the authorized official of the  
26 City for the purpose of executing and delivering any contracts and  
27 documents and furnishing such information, data and documents for the  
28 Agreement and related documents as may be required and otherwise to  
29 act as the authorized official of the City in connection with the  
30 Agreement, and is further authorized to designate one or more other  
31 officials of the City to exercise any of the foregoing authorizations

1 and to furnish or cause to be furnished such information and take or  
2 cause to be taken such action as may be necessary to enable the City  
3 to implement the Agreement according to its terms. The OED is hereby  
4 required to administer and monitor the Agreement and to handle the  
5 City's responsibilities thereunder, including the City's  
6 responsibilities under such Agreement working with and supported by  
7 all relevant City departments.

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

22 **Section 7. Oversight Department.** The OED shall oversee the  
23 Project described herein.

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

1 up to an additional ninety (90) days.

2           **Section 9. Waiver of Public Investment Policy.** The  
3 requirements of the Public Investment Policy ("PIP") adopted by  
4 Ordinance 2024-286-E, as amended, are waived to authorize a  
5 Headquarters Retention Grant for the Company that is not currently  
6 authorized under the PIP. This waiver is justified as the Project  
7 is expected to generate a private capital investment of \$65,000,000  
8 and an increase in ad valorem taxes payable to the City and the Duval  
9 County School Board. In addition, it is anticipated that the Project  
10 will create 200 new jobs with an average annual wage of \$100,000.

11           **Section 10. Requesting Two Reading Passage Pursuant to**  
12 **Council Rule 3.305.** Two reading passage of this legislation is  
13 requested pursuant to Council Rule 3.305.

14           **Section 11. Effective Date.** This Resolution shall become  
15 effective upon signature by the Mayor or upon becoming effective  
16 without the Mayor's signature.

17  
18 Form Approved:

19  
20 /s/ Mary E. Staffopoulos

21 Office of General Counsel  
22 Legislation Prepared By: John Sawyer