

1 Introduced by the Council President at the request of the Mayor:
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4 **RESOLUTION 2021-582**

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 CERTAINTTEED GYPSUM OPERATING COMPANY, LLC
10 ("COMPANY"), TO SUPPORT THE CREATION OF
11 COMPANY'S NEW FACILITY TO BE LOCATED GENERALLY
12 AT 1611 TALLEYRAND AVENUE WITHIN THE CITY
13 ("PROJECT"); AUTHORIZING A TEN-YEAR RECAPTURE
14 ENHANCED VALUE (REV) GRANT OF \$3,400,000;
15 APPROVING AND AUTHORIZING THE EXECUTION OF
16 DOCUMENTS BY THE MAYOR, OR HIS DESIGNEE, AND
17 CORPORATION SECRETARY; AUTHORIZING APPROVAL OF
18 TECHNICAL AMENDMENTS BY THE EXECUTIVE DIRECTOR
19 OF THE OFFICE OF ECONOMIC DEVELOPMENT ("OED");
20 PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING
21 A DEADLINE FOR THE COMPANY TO EXECUTE THE
22 AGREEMENT; AFFIRMING THE PROJECT'S COMPLIANCE
23 WITH THE PUBLIC INVESTMENT POLICY ADOPTED BY
24 ORDINANCE 2016-382-E, AS AMENDED; REQUESTING
25 TWO-READING PASSAGE PURSUANT TO COUNCIL RULE
26 3.305; PROVIDING AN EFFECTIVE DATE.

27
28 **WHEREAS,** CertainTeed Gypsum Operating Company, LLC (the
29 "Company") has committed to create 32 permanent full-time
30 equivalent new jobs in Jacksonville with an average salary,
31 exclusive of benefits, of approximately \$45,000 per annum by

1 December 31, 2024, all as further described in the Project Summary
2 attached hereto as **Exhibit 1** and incorporated herein by this
3 reference; and

4 **WHEREAS**, the project parcel is located in a level 2 distressed
5 area, and such average wage is at least sixty percent of the Duval
6 County average annual wage; and

7 **WHEREAS**, for the reasons more fully described in the Project
8 Summary, the payment of the REV Grant in such amounts serves a
9 paramount public purpose; and

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

19 **WHEREAS**, the Company has requested the City to enter into an
20 agreement in substantially the form placed **On File** with the Office
21 of Legislative Services; now therefore,

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

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

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

26 (b) The location of the Company's Project in Jacksonville,
27 Florida, is more particularly described in the Agreement. The
28 Project will promote and further the public and municipal purposes
29 of the City.

30 (c) Enhancement of the City's tax base and revenues, are
31 matters of State and City policy and State and City concern in

1 order that the State and its counties and municipalities, including
2 the City, shall not continue to be endangered by unemployment,
3 underemployment, economic recession, poverty, crime and disease,
4 and consume an excessive proportion of the State and City revenues
5 because of the extra services required for police, fire, accident,
6 health care, elderly care, charity care, hospitalization, public
7 housing and housing assistance, and other forms of public
8 protection, services and facilities.

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

16 (e) The Company is qualified to carry out and complete the
17 construction and equipping of the Project, in accordance with the
18 Agreement.

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

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

28 **Section 2. Economic Development Agreement Approved.**

29 There is hereby approved, and the Mayor and Corporation Secretary
30 are authorized to execute and deliver, for and on behalf of the
31 City, an agreement between the City and the Company, substantially

1 in the form placed **On File** with the Office of Legislative Services
2 (with such "technical" changes as herein authorized), for the
3 purpose of implementing the recommendations of the OED, as are
4 further described in the Project Summary attached hereto as **Exhibit**
5 **1.**

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

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

24 (a) The REV Grant shall not be deemed to constitute a debt,
25 liability, or obligation of the City or of the State of Florida or
26 any political subdivision thereof within the meaning of any
27 constitutional or statutory limitation, or a pledge of the faith
28 and credit or taxing power of the City or of the State of Florida
29 or any political subdivision thereof, but shall be payable solely
30 from the funds provided therefor as provided in this Section. The
31 Agreement shall contain a statement to the effect that the City

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

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

17 **Section 4. Designation of Authorized Official/OED**
18 **Contract Monitor.** The Mayor is designated as the authorized
19 official of the City for the purpose of executing and delivering
20 any contracts and documents and furnishing such information, data
21 and documents for the Agreement and related documents as may be
22 required and otherwise to act as the authorized official of the
23 City in connection with the Agreement, and is further authorized to
24 designate one or more other officials of the City to exercise any
25 of the foregoing authorizations and to furnish or cause to be
26 furnished such information and take or cause to be taken such
27 action as may be necessary to enable the City to implement the
28 Agreement according to its terms. The OED is hereby required to
29 administer and monitor the Agreement and to handle the City's
30 responsibilities thereunder, including the City's responsibilities
31 under such Agreement working with and supported by all relevant

1 City departments.

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

16 **Section 6. Oversight Department.** The OED shall oversee
17 the Project described herein.

18 **Section 7. Execution of Agreement.** If the Agreement
19 approved by this Resolution has not been signed by the Company
20 within ninety (90) days after the OED delivers or mails the
21 unexecuted Agreement to the Company for execution, then the City
22 Council approvals in this Resolution and authorization for the
23 Mayor to execute the Agreement are automatically revoked; provided,
24 however, that the Executive Director of the OED shall have the
25 authority to extend such ninety (90) day period in writing at his
26 discretion for up to an additional ninety (90) days.

27 **Section 8. Public Investment Policy.** This Resolution
28 conforms to the guidelines provided in the Public Investment Policy
29 adopted by City Council Ordinance 2016-382-E, as amended.

30 **Section 9. Requesting Two Reading Passage Pursuant to**
31 **Council Rule 3.305.** Two reading passage of this legislation is

