

1 Introduced by the Council President at the request of the Mayor:
2
3

4 **RESOLUTION 2019-844**

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 EAGLE LNG PARTNERS, LLC ("COMPANY"), TO
10 SUPPORT THE CONSTRUCTION BY COMPANY OF A NEW
11 LIQUEFIED NATURAL GAS EXPORT FACILITY LOCATED
12 AT 1632 ZOO PARKWAY IN THE CITY ("PROJECT");
13 AUTHORIZING A RECAPTURE ENHANCED VALUE (REV)
14 GRANT OF \$23,000,000; APPROVING AND
15 AUTHORIZING EXECUTION OF DOCUMENTS BY THE
16 MAYOR OR HIS DESIGNEE AND CORPORATION
17 SECRETARY; AUTHORIZING APPROVAL OF TECHNICAL
18 AMENDMENTS BY THE EXECUTIVE DIRECTOR OF THE
19 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,** Eagle LNG Partners LLC (the "Company") has committed
29 to create 12 permanent full-time equivalent new jobs in
30 Jacksonville with an average salary, exclusive of benefits, of
31 approximately \$85,000 per annum by December 31, 2023, all as

1 further described in the Project Summary attached hereto as **Exhibit**
2 **1**; and

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

6 **WHEREAS**, the REV Grant authorized hereby is consistent with
7 the Public Investment Policy authorized by 2016-382-E, as amended
8 by Ordinance 2019-243-E (the "Public Investment Policy") in that
9 the Project not only creates 12 new jobs but also will cause
10 private capital investment of \$542,000,000; and

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

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

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

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

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

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

31 (c) Enhancement of the City's tax base and revenues, are

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

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

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

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

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

29 **Section 2. Economic Development Agreement Approved.** There is
30 hereby approved, and the Mayor and Corporation Secretary are
31 authorized to execute and deliver, for and on behalf of the City,

1 an agreement between the City and the Company, substantially in the
2 form placed **On File** with the Legislative Services Division (with
3 such "technical" changes as herein authorized), for the purpose of
4 implementing the recommendations of the OED, as are further
5 described in the Project Summary attached hereto as **Exhibit 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 obligations
12 or the liability of the City and any such modification shall be
13 technical only and shall be subject to appropriate legal review and
14 approval of the General Counsel, or his or her designee, and all
15 other appropriate action required by law. "Technical" is herein
16 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, which
22 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 and
28 credit or taxing power of the City or of the State of Florida or any
29 political subdivision thereof, but shall be payable solely from the
30 funds provided therefor as provided in this Section. The Agreement
31 shall contain a statement to the effect that the City shall not be

1 obligated to pay any installment of its financial assistance to the
2 Company except from the non-ad valorem revenues or other legally
3 available funds provided for that purpose, that neither the faith
4 and credit nor the taxing power of the City or of the State of
5 Florida or any political subdivision thereof is pledged to the
6 payment of any portion of such financial assistance, and that the
7 Company, or any person, firm or entity claiming by, through or under
8 the Company, or any other person whomsoever, shall never have any
9 right, directly or indirectly, to compel the exercise of the ad
10 valorem taxing power of the City or of the State of Florida or any
11 political subdivision thereof for the payment of any portion of such
12 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 the Agreement and all other contracts and documents and
5 otherwise take all necessary action in connection therewith and
6 herewith. The Executive Director of the OED, as contract
7 administrator, is authorized to negotiate and execute all necessary
8 changes and amendments to the Agreement and other contracts and
9 documents, to effectuate the purposes of this Resolution, without
10 further Council action, provided such changes and amendments are
11 limited to amendments that are technical in nature (as described in
12 Section 2 hereof), and further provided that all such amendments
13 shall be subject to appropriate legal review and approval by the
14 General Counsel, or his or her designee, and all other appropriate
15 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

1 requested pursuant to Council Rule 3.305.

2 **Section 10. Effective Date.** This Resolution shall become
3 effective upon signature by the Mayor or upon becoming effective
4 without the Mayor's signature.

5
6 Form Approved:

7
8 /s/ John Sawyer

9 Office of General Counsel

10 Legislation Prepared By: John Sawyer

11 GC-#1322587-V2-2019_Leg_--_Eagle_LNG_Partners_LLC_Legislation.Docx