

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

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4 **RESOLUTION 2021-375**

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 THE BOEING COMPANY ("COMPANY"), TO SUPPORT THE  
10 EXPANSION OF THE COMPANY'S EXISTING FACILITY  
11 LOCATED GENERALLY AT 5868 APPROACH ROAD,  
12 JACKSONVILLE, FLORIDA ("PROJECT"); AUTHORIZING  
13 AN INFRASTRUCTURE GRANT IN THE MAXIMUM AMOUNT  
14 OF \$425,000 ("INFRASTRUCTURE GRANT") PAYABLE  
15 IN TWO ANNUAL INSTALLMENTS FOLLOWING: (1)  
16 ACQUISITION AND IMPROVEMENT OF THE PROJECT  
17 PARCEL BY THE COMPANY; AND (2) THE CREATION OF  
18 AT LEAST 334 NEW JOBS AT THE PROJECT PARCEL BY  
19 NO LATER THAN DECEMBER 31, 2026; APPROVING AND  
20 AUTHORIZING THE EXECUTION OF DOCUMENTS BY THE  
21 MAYOR, OR HIS DESIGNEE, AND CORPORATION  
22 SECRETARY; AUTHORIZING APPROVAL OF TECHNICAL  
23 AMENDMENTS BY THE EXECUTIVE DIRECTOR OF THE  
24 OFFICE OF ECONOMIC DEVELOPMENT ("OED");  
25 PROVIDING FOR OVERSIGHT BY THE OED; WAIVER OF  
26 THAT PORTION OF THE PUBLIC INVESTMENT POLICY  
27 ADOPTED BY ORDINANCE 2016-382-E, AS AMENDED,  
28 TO AUTHORIZE THE INFRASTRUCTURE GRANT, WHICH  
29 IS NOT AUTHORIZED BY THE PUBLIC INVESTMENT  
30 POLICY; REQUESTING TWO-READING PASSAGE  
31 PURSUANT TO COUNCIL RULE 3.305; PROVIDING AN

1                   EFFECTIVE DATE.  
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3           **WHEREAS**, The Boeing Company (the "Company") has committed to  
4 expand its existing facility at Cecil Airport by leasing an  
5 additional 373,000 square feet of hangar, offices and support space  
6 for its operations and create 334 new jobs with an average annual  
7 salary of \$65,000 in connection therewith, with an anticipated  
8 private capital investment of \$116,500,000 (the "Project"), all as  
9 further described in the Project Summary attached hereto as **Exhibit**  
10 **1** and incorporated herein by this reference; and

11           **WHEREAS**, the City wishes to support the Project by providing a  
12 \$425,000 Infrastructure Grant to the Company payable after  
13 completion of the improvements and creation of 334 new jobs in  
14 compliance with the terms and conditions of the Economic  
15 Development Agreement ("Agreement") to be entered into between the  
16 City and the Company; and

17           **WHEREAS**, for the reasons more fully described in the Project  
18 Summary, the payment of the Infrastructure Grant in such amounts  
19 serves a paramount public purpose; and

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

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

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

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

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

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

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

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

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

29           (f) The authorizations provided by this Resolution are for  
30 public uses and purposes for which the City may use its powers as a  
31 county, municipality and as a political subdivision of the State of

1 Florida and may expend public funds, and the necessity in the  
2 public interest for the provisions herein enacted is hereby  
3 declared as a matter of legislative determination.

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

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

8 There is hereby approved, and the Mayor and Corporation Secretary  
9 are authorized to execute and deliver, for and on behalf of the  
10 City, an agreement between the City and the Company, substantially  
11 in the form placed **On File** with the Legislative Services Division  
12 (with such "technical" changes as herein authorized), for the  
13 purpose of implementing the recommendations of the OED, as are  
14 further described in the Project Summary attached hereto as **Exhibit**  
15 **1.**

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

1 which have no financial impact.

2           **Section 3.           Designation           of           Authorized           Official/OED**  
3 **Contract Monitor.**    The Mayor is designated as the authorized  
4 official of the City for the purpose of executing and delivering  
5 any contracts and documents and furnishing such information, data  
6 and documents for the Agreement and related documents as may be  
7 required and otherwise to act as the authorized official of the  
8 City in connection with the Agreement, and is further authorized to  
9 designate one or more other officials of the City to exercise any  
10 of the foregoing authorizations and to furnish or cause to be  
11 furnished such information and take or cause to be taken such  
12 action as may be necessary to enable the City to implement the  
13 Agreement according to its terms.    The OED is hereby required to  
14 administer and monitor the Agreement and to handle the City's  
15 responsibilities thereunder, including the City's responsibilities  
16 under such Agreement working with and supported by all relevant  
17 City departments.

18           **Section 4.           Further Authorizations.**    The Mayor, or his  
19 designee, and the Corporation Secretary, are hereby authorized to  
20 execute and deliver the Agreement and all other contracts and  
21 documents and otherwise take all necessary action in connection  
22 therewith and herewith.    The Executive Director of the OED, as  
23 contract administrator, is authorized to negotiate and execute all  
24 necessary changes and amendments to the Agreement and other  
25 contracts and documents, to effectuate the purposes of this  
26 Resolution, without further Council action, provided such changes  
27 and amendments are limited to amendments that are technical in  
28 nature (as described in Section 2 hereof), and further provided  
29 that all such amendments shall be subject to appropriate legal  
30 review and approval by the General Counsel, or his or her designee,  
31 and all other appropriate official action required by law.

