

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Neighborhoods, Community Services, Public Health and
3 Safety Committee:
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6 **RESOLUTION 2025-481-A**

7 A RESOLUTION MAKING CERTAIN FINDINGS, AND
8 APPROVING AND AUTHORIZING THE EXECUTION OF AN
9 ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT")
10 BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND
11 PROJECT MOANA ("COMPANY"), TO SUPPORT THE
12 EXPANSION OF COMPANY'S EXISTING DISTRIBUTION
13 FACILITY LOCATED IN JACKSONVILLE, FLORIDA
14 ("PROJECT"); AUTHORIZING A FIVE-YEAR RECAPTURE
15 ENHANCED VALUE (REV) GRANT NOT TO EXCEED
16 \$2,500,000; APPROVING AND AUTHORIZING THE
17 EXECUTION OF DOCUMENTS BY THE MAYOR, OR HER
18 DESIGNEE, AND CORPORATION SECRETARY;
19 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY
20 THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC
21 DEVELOPMENT ("OED"); PROVIDING FOR OVERSIGHT BY
22 THE OED; PROVIDING A DEADLINE FOR THE COMPANY TO
23 EXECUTE THE AGREEMENT; AFFIRMING THE PROJECT'S
24 COMPLIANCE WITH THE PUBLIC INVESTMENT POLICY
25 ADOPTED BY ORDINANCE 2024-286-E, AS AMENDED;
26 REQUESTING TWO-READING PASSAGE PURSUANT TO
27 COUNCIL RULE 3.305; PROVIDING AN EFFECTIVE DATE.
28

29 **WHEREAS,** Section 288.075, Florida Statutes, allows certain
30 confidentiality regarding economic development projects and Company
31 has requested confidentiality in accordance with such law and the OED

1 has approved the Project Moana job creation ("Project") and advised
2 that the Economic Development Agreement in substantially the form
3 placed On File with the Legislative Services Division ("Agreement")
4 is necessary to effectuate the Project; and

5 **WHEREAS,** Project Moana ("Company"), a Targeted Industry
6 Company, has committed to expanding its existing operations in the
7 City, with an anticipated capital investment of \$90,000,000, and has
8 committed to retain 480 existing jobs, and create 100 new jobs with
9 an average salary, exclusive of benefits, of \$52,000 by December 31,
10 2029; and

11 **WHEREAS,** the Company has requested and the City has agreed to
12 provide public investment in Project in the form of a 5-year, 60% REV
13 Grant in the maximum amount of \$2,500,000; and

14 **WHEREAS,** the OED has reviewed the application submitted by the
15 Company for community development and negotiated an Economic
16 Development Agreement in substantially the form placed **Revised On**
17 **File** with the Legislative Services Division. Accordingly, based upon
18 the contents of the Agreement, it has been determined that the
19 Agreement and the uses contemplated therein to be in the public
20 interest, and that the public actions and financial assistance
21 contemplated in the Agreement take into account and give consideration
22 to the long-term public interests and public interest benefits to be
23 achieved by the City; and

24 **WHEREAS,** the Company has requested the City to enter into the
25 Agreement in substantially the form placed **Revised On File** with the
26 Legislative Services Division; now therefore

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

responsibilities under such Agreement working with and supported by all relevant City departments.

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

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

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

Section 8. Public Investment Policy. This Resolution conforms to the guidelines provided in the Public Investment Policy adopted by City Council Ordinance 2024-286-E, as amended.

Section 9. Requesting Two Reading Passage Pursuant to

1 **Council Rule 3.305.** Two reading passage of this legislation is
2 requested pursuant to Council Rule 3.305.

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

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7 Form Approved:

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9 /s/ Mary E. Staffopoulos

10 Office of General Counsel

11 Legislation Prepared By: John Sawyer

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