

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

RESOLUTION 2022-617-A

A RESOLUTION MAKING CERTAIN FINDINGS, AND APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND ARCADIA COLD JACKSONVILLE, LLC ("COMPANY"), TO SUPPORT THE CONSTRUCTION OF THE COMPANY'S COLD STORAGE FACILITY LOCATED IN IMESON INTERNATIONAL INDUSTRIAL PARK WITHIN THE CITY ("PROJECT"); AUTHORIZING A FIVE-YEAR RECAPTURE ENHANCED VALUE (REV) GRANT OF \$2,000,000; APPROVING AND AUTHORIZING THE EXECUTION OF DOCUMENTS BY THE MAYOR, OR HIS DESIGNEE, AND CORPORATION SECRETARY; AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC DEVELOPMENT ("OED"); PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING A DEADLINE FOR THE COMPANY TO EXECUTE THE AGREEMENT; WAIVER OF THAT PORTION OF THE PUBLIC INVESTMENT POLICY ADOPTED BY ORDINANCE 2022-372-E, WHICH WOULD REQUIRE THAT IN ORDER FOR A PROJECT TO RECEIVE A REV GRANT THE COMPANY MUST PAY WAGES IN CONNECTION WITH THE NEW JOBS CREATED EQUAL TO 100% OF THE STATE OF FLORIDA AVERAGE WAGE; REQUESTING TWO-READING PASSAGE PURSUANT TO COUNCIL RULE 3.305; PROVIDING AN EFFECTIVE DATE.

1 **WHEREAS**, Arcadia Cold Jacksonville, LLC (the "Company") is
2 proposing to construct a new cold storage facility and create 60 new
3 permanent full-time equivalent new jobs in Jacksonville with an
4 average salary, exclusive of benefits, of at least \$50,500 per annum
5 by December 31, 2027, with an estimated new capital investment of
6 \$86,500,000, all as further described in the Project Summary attached
7 hereto as **Exhibit 1** and incorporated herein by this reference; and

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

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

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

24 **Section 1. Findings.** It is hereby ascertained, determined,
25 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 Project
29 will promote and further the public and municipal purposes of the
30 City.

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

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

10 (d) The provision of the City's assistance as identified in the
11 Agreement is necessary and appropriate to make the Project feasible;
12 and the City's assistance is reasonable and not excessive, taking
13 into account the needs of the Company to make the Project economically
14 and financially feasible, and the extent of the public benefits
15 expected to be derived from the Project, and taking into account all
16 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
30 is hereby approved, and the Mayor and Corporation Secretary are
31 authorized to execute and deliver, for and on behalf of the City, an

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

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

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

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

1 Company except from the non-ad valorem revenues or other legally
2 available funds provided for that purpose, that neither the faith and
3 credit nor the taxing power of the City or of the State of Florida
4 or any political subdivision thereof is pledged to the payment of any
5 portion of such financial assistance, and that the Company, or any
6 person, firm or entity claiming by, through or under the Company, or
7 any other person whomsoever, shall never have any right, directly or
8 indirectly, to compel the exercise of the ad valorem taxing power of
9 the City or of the State of Florida or any political subdivision
10 thereof for the payment of any portion of such financial assistance.

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

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

29 **Section 5. Further Authorizations.** The Mayor, or his
30 designee, and the Corporation Secretary, are hereby authorized to
31 execute and deliver the Agreement and all other contracts and

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

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

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

23 **Section 8. Waiver of Public Investment Policy.** The
24 following requirements of the Public Investment Policy adopted by
25 City Council Ordinance 2022-372-E are hereby waived: that in order
26 to provide a REV Grant for the Project, the Company must pay wages
27 greater than or equal to 100 percent of the State of Florida average
28 wage. The waiver is justified due to the fact that the Project will
29 cause private capital investment of approximately \$86,500,000 in the
30 Project within north Jacksonville.

31 **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.

6
7 Form Approved:

8
9 /s/ John Sawyer

10 Office of General Counsel

11 Legislation Prepared By: John Sawyer

12 GC-#1508529-v2-Leg__2022-____Project_Tundra_Arcadia_Cold_EDA.DOCX