

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2021-597**

5 AN ORDINANCE APPROPRIATING \$25,000 FROM THE
6 NORTHWEST OFFICE OF ECONOMIC DEVELOPMENT (OED)
7 FUND - PROFESSIONAL SERVICES ACCOUNT TO THE
8 NORTHWEST OFFICE OF ECONOMIC DEVELOPMENT FUND -
9 SUBSIDIES & CONTRIBUTIONS TO PRIVATE ORG.
10 ACCOUNT FOR THE PURPOSE OF PROVIDING A GRANT TO
11 OVERFLOW HEALTH ALLIANCE, INC. (OHA) IN THE UP-
12 TO AMOUNT OF \$25,000.00 TO PROVIDE FUNDING FOR
13 THE PURCHASE OF ADDITIONAL FOOD INVENTORY AND
14 NECESSARY UPGRADES TO THE CEILING AND AIR
15 CONDITIONING SYSTEM OF THE MAKING ENDS MEAT
16 GROCERY STORE (THE "GROCERY STORE"), A
17 COMMUNITY-BASED STORE WHICH SERVES AS A SOURCE
18 OF AFFORDABLE, HEALTHY FOOD OPTIONS AND PROVIDES
19 ACCESS TO FOOD, SERVICES FOR THE ELDERLY, AND
20 EDUCATIONAL SESSIONS FOR THE PREPARATION OF
21 HEALTHY FOODS, AS INITIATED BY B.T. 21-125;
22 PROVIDING A CARRYOVER OF FUNDS INTO SUBSEQUENT
23 FISCAL YEARS UNTIL SUCH FUNDS ARE EXPENDED OR
24 LAPSE ACCORDING TO THE AGREEMENT; APPROVING AND
25 AUTHORIZING EXECUTION OF THE INVENTORY FUNDING
26 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND
27 OVERFLOW HEALTH ALLIANCE, INC. AND OTHER
28 DOCUMENTS BY THE MAYOR OR HIS DESIGNEE AND THE
29 CORPORATION SECRETARY; AUTHORIZING APPROVAL OF
30 TECHNICAL AMENDMENTS; PROVIDING FOR CITY
31 OVERSIGHT BY THE OED; PROVIDING AN EFFECTIVE

1 DATE.
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3 **WHEREAS**, in Ordinance 2018-195-E, the City Council earmarked
4 \$3,000,000.00 in funding from the Northwest Jacksonville Economic
5 Development Trust Fund ("NWJEDF") to incentivise the operation of new
6 supermarkets and healthy food programs within the northwest area of
7 Jacksonville (the "Northwest Area"); and

8 **WHEREAS**, such supermarket incentives and healthy food programs
9 are intended to alleviate the food desert areas within the Northwest
10 Area and thus benefit the health, safety, and public welfare of
11 Northwest Area residents; and

12 **WHEREAS**, in April of 2020, Overflow Health Alliance, Inc.
13 ("OHA") founded Making Ends Meat Grocery Store (the "Grocery Store")
14 in order to operate a community-based store as a source of affordable,
15 healthy food options and provide access to food, services for the
16 elderly, and educational sessions for the preparation of healthy
17 foods; and

18 **WHEREAS**, in order to provide as much fresh food as possible to
19 residents in the Northwest Area community, the City of Jacksonville
20 (the "City"), through its Office of Economic Development, desires to
21 supplement the operational costs of the Grocery Store, including
22 assistance with necessary upgrades to the ceiling and air conditioning
23 system of the Grocery Store and by purchasing additional food
24 inventory; now therefore,

25 **BE IT ORDAINED** by the Council of the City of Jacksonville:

26 **Section 1. Appropriation.** For the 2020-2021 fiscal year,
27 within the City's budget, there are hereby appropriated the indicated
28 sum(s) from the account(s) listed in subsection (a) to the account(s)
29 listed in subsection (b):

30 (B.T. 21-125 attached hereto as **Exhibit 1** and incorporated herein by
31 this reference)

1 (a) Appropriated from:
2 See B.T. 21-125 \$25,000

3 (b) Appropriated to:
4 See B.T. 21-125 \$25,000

5 (c) Explanation of Appropriation: The funding above is a
6 transfer of funds from the Northwest Office of
7 Economic Development (OED) Fund - Professional
8 Services Account to the Northwest Office of Economic
9 Development (OED) Fund - Subsidies & Contributions to
10 Private Org. Account to supplement the operational
11 costs of the Grocery Store, including assistance with
12 necessary upgrades to the ceiling and air conditioning
13 system of the Grocery Store and by purchasing
14 additional food inventory

15 **Section 2. Purpose of Appropriation.** The purpose of the
16 appropriation above is to assist OHA in operating a community-based
17 store as a source of affordable, healthy food options and providing
18 access to food, services for the elderly, and educational sessions
19 for the preparation of healthy foods through a grant to Grocery Store
20 for necessary upgrades to the ceiling and air conditioning system of
21 Grocery Store and by purchasing additional food inventory.

22 **Section 3. Carryover.** The funds appropriated hereby shall
23 not lapse but shall carryover to subsequent fiscal years until such
24 funds are expended or lapse according to the Agreement.

25 **Section 4. Approval and authorization.** There is hereby
26 approved, and the Mayor or his designee and Corporation Secretary are
27 hereby authorized to execute and deliver, for and on behalf of the
28 City, the Inventory Funding Agreement between the City of Jacksonville
29 and Overflow Health Alliance, Inc., attached hereto as **Exhibit 2** and
30 incorporated herein by this reference (the "Agreement"). The
31 Agreement may include such additions, deletions, and changes as may

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

16 **Section 5. Further Authorizations.** The Mayor, or his
17 designee, and the Corporation Secretary are hereby authorized to
18 execute the Agreement and all other contracts and documents and
19 otherwise take all necessary action in connection therewith and
20 herewith, and to negotiate and execute all necessary changes and
21 amendments to the Agreement and other contracts and documents in
22 order to effectuate the purposes of this Ordinance, without further
23 Council action, provided such changes and amendments are limited to
24 amendments that are technical in nature (as described in Section 4
25 hereof), and further provided that all such amendments shall be
26 subject to appropriate legal review and approval by the General
27 Counsel, or his or her designee, and all other appropriate official
28 action required by law.

29 **Section 6. Oversight Department.** The OED shall oversee
30 the project described herein.

31 **Section 7. Effective Date.** This ordinance shall become

1 effective upon signature by the Mayor or upon becoming effective
2 without the Mayor's signature.

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4 Form Approved:

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6 /s/ James R. McCain, Jr.

7 Office of General Counsel

8 Legislation prepared by: James R. McCain, Jr.

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