

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Finance Committee:

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5 **RESOLUTION 2026-285-A**

6 A RESOLUTION MAKING CERTAIN FINDINGS, AND
7 APPROVING AND AUTHORIZING THE EXECUTION OF AN
8 ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT")
9 BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND
10 JOHNSON & JOHNSON VISION CARE, INC. ("COMPANY"),
11 TO SUPPORT THE EXPANSION OF THE COMPANY'S
12 EXISTING MANUFACTURING FACILITY LOCATED AT 7500
13 CENTURION PARKWAY ("CENTURION FACILITY"), AND
14 ALSO THE CONSTRUCTION OF COMPANY'S NEW PACKAGING
15 AND LOGISTICS FACILITY TO BE LOCATED ON PECAN
16 PARK ROAD ("PECAN PARK FACILITY") WITHIN THE
17 CITY ("PROJECT"); AUTHORIZING A SIX-YEAR
18 RECAPTURE ENHANCED VALUE (REV) GRANT OF
19 \$10,500,000 FOR THE CENTURION FACILITY;
20 AUTHORIZING A FIVE-YEAR RECAPTURE ENHANCED VALUE
21 (REV) GRANT OF \$1,500,000 FOR THE PECAN PARK
22 FACILITY; APPROVING AND AUTHORIZING THE
23 EXECUTION OF DOCUMENTS BY THE MAYOR, OR HER
24 DESIGNEE, AND CORPORATION SECRETARY;
25 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY
26 THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC
27 DEVELOPMENT ("OED"); PROVIDING FOR OVERSIGHT BY
28 THE OED; PROVIDING A DEADLINE FOR THE COMPANY TO
29 EXECUTE THE AGREEMENT; AFFIRMING THE PROJECT'S
30 COMPLIANCE WITH THE PUBLIC INVESTMENT POLICY
31 ADOPTED BY ORDINANCE 2024-286-E, AS AMENDED;

1 REQUESTING TWO-READING PASSAGE PURSUANT TO
2 COUNCIL RULE 3.305; PROVIDING AN EFFECTIVE DATE.

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4 **WHEREAS**, Johnson & Johnson Vision Care, Inc. (the "Company") has
5 previously entered into those certain economic development agreements
6 with the City dated April 6, 2014, January 13, 2016, and April 27,
7 2022 (the "Prior Agreements") in connection with the expansion of its
8 manufacturing facility located at 7500 Centurion Parkway in
9 Jacksonville (the "Centurion Parcel"), and the Company is now
10 proposing to increase the scope of the expansion of its existing
11 facility, and also to construct a new packaging and logistics facility
12 on Pecan Park Road ("Pecan Park Parcel") to create an additional 10
13 permanent full-time equivalent new jobs in Jacksonville with an
14 average salary, exclusive of benefits, of at least \$65,000 per annum
15 by December 31, 2028, with an estimated aggregate capital investment
16 of \$550,000,000; and

17 **WHEREAS**, such average wage is at least 115 percent of the Duval
18 County average annual wage; and

19 **WHEREAS**, for the reasons more fully described herein and in the
20 economic development agreement ("Agreement") placed **Revised On File**
21 with the Legislative Services Division, the payment of the REV Grants
22 in such amounts serves a paramount public purpose; and

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

1 **WHEREAS**, the Company has requested the City to enter into an
2 agreement in substantially the form placed **Revised On File** with the
3 Legislative Services Division; now therefore,

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

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

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

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

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

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

29 (e) The Company is qualified to carry out and complete the
30 construction and equipping of the Project, in accordance with the
31 Agreement.

1 (f) The authorizations provided by this Resolution are for
2 public uses and purposes for which the City may use its powers as a
3 county, municipality and as a political subdivision of the State of
4 Florida and may expend public funds, and the necessity in the public
5 interest for the provisions herein enacted is hereby declared as a
6 matter of legislative determination.

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

10 **Section 2. Economic Development Agreement Approved.** There
11 is hereby approved, and the Mayor and Corporation Secretary are
12 authorized to execute and deliver, for and on behalf of the City, an
13 economic development agreement ("Agreement") between the City and the
14 Company, substantially in the form placed **Revised On File** with the
15 Office of Legislative Services (with such "technical" changes as
16 herein authorized), for the purpose of implementing the
17 recommendations of the OED.

18 The Agreement may include such additions, deletions and changes
19 as may be reasonable, necessary and incidental for carrying out the
20 purposes thereof, as may be acceptable to the Mayor, or her designee,
21 with such inclusion and acceptance being evidenced by execution of
22 the Agreement by the Mayor or her designee. No modification to the
23 Agreement may increase the financial obligations or the liability of
24 the City and any such modification shall be technical only and shall
25 be subject to appropriate legal review and approval of the General
26 Counsel, or his or her designee, and all other appropriate action
27 required by law. "Technical" is herein defined as including, but not
28 limited to, changes in legal descriptions and surveys, descriptions
29 of infrastructure improvements and/or any road project, ingress and
30 egress, easements and rights of way, performance schedules (provided
31 that no performance schedule may be extended for more than one year

1 without City Council approval) design standards, access and site
2 plan, which have no financial impact.

3 **Section 3. Payment of Centurion Facility REV Grant.**

4 (a) The REV Grant shall not be deemed to constitute a debt,
5 liability, or obligation of the City or of the State of Florida or
6 any political subdivision thereof within the meaning of any
7 constitutional or statutory limitation, or a pledge of the faith and
8 credit or taxing power of the City or of the State of Florida or any
9 political subdivision thereof, but shall be payable solely from the
10 funds provided therefor as provided in this Section. The Agreement
11 shall contain a statement to the effect that the City shall not be
12 obligated to pay any installment of its financial assistance to the
13 Company except from the non-ad valorem revenues or other legally
14 available funds provided for that purpose, that neither the faith and
15 credit nor the taxing power of the City or of the State of Florida
16 or any political subdivision thereof is pledged to the payment of any
17 portion of such financial assistance, and that the Company, or any
18 person, firm or entity claiming by, through or under the Company, or
19 any other person whomsoever, shall never have any right, directly or
20 indirectly, to compel the exercise of the ad valorem taxing power of
21 the City or of the State of Florida or any political subdivision
22 thereof for the payment of any portion of such financial assistance.

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

26 **Section 4. Payment of Pecan Park Facility REV Grant.**

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

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

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

18 **Section 5. Designation of Authorized Official/OED Contract**
19 **Monitor.** The Mayor is designated as the authorized official of the
20 City for the purpose of executing and delivering any contracts and
21 documents and furnishing such information, data and documents for the
22 Agreement and related documents as may be required and otherwise to
23 act as the authorized official of the City in connection with the
24 Agreement, and is further authorized to designate one or more other
25 officials of the City to exercise any of the foregoing authorizations
26 and to furnish or cause to be furnished such information and take or
27 cause to be taken such action as may be necessary to enable the City
28 to implement the Agreement according to its terms. The OED is hereby
29 required to administer and monitor the Agreement and to handle the
30 City's responsibilities thereunder, including the City's
31 responsibilities under such Agreement working with and supported by

1 all relevant City departments.

2 **Section 6. Further Authorizations.** The Mayor, or her
3 designee, and the Corporation Secretary, are hereby authorized to
4 execute and deliver the Agreement and all other contracts and
5 documents and otherwise take all necessary action in connection
6 therewith and 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 7. Oversight Department.** The OED shall oversee the
17 Project described herein.

18 **Section 8. Execution of Agreement.** If the Agreement
19 approved by this Resolution has not been signed by the Company within
20 ninety (90) days after the OED delivers or mails the unexecuted
21 Agreement to the Company for execution, then the City Council
22 approvals in this Resolution and authorization for the Mayor to
23 execute the Agreement are automatically revoked; provided, however,
24 that the Executive Director of the OED shall have the authority to
25 extend such ninety (90) day period in writing at his discretion for
26 up to an additional ninety (90) days.

27 **Section 9. Public Investment Policy.** This Resolution
28 conforms to the guidelines provided in the Public Investment Policy
29 adopted by City Council Ordinance 2024-286-E, as amended.

30 **Section 10. 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 11. Effective Date.** This Resolution shall become
3 effective upon signature by the Mayor or upon becoming effective
4 without the Mayor's signature.

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6 Form Approved:

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9 Office of General Counsel

10 Legislation Prepared By: John Sawyer

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