

1 Introduced by the Council President at the request of the Mayor:
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4 **RESOLUTION 2025-392**

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 OTTO AVIATION GROUP, LLC ("COMPANY"), TO SUPPORT
10 THE CREATION OF A COMPANY HEADQUARTERS AND
11 MANUFACTURING FACILITY WITHIN THE CITY
12 ("PROJECT"); AUTHORIZING A TWENTY-YEAR
13 RECAPTURE ENHANCED VALUE (REV) GRANT IN AN
14 AMOUNT NOT TO EXCEED \$20,000,000; APPROVING AND
15 AUTHORIZING THE EXECUTION OF DOCUMENTS BY THE
16 MAYOR, OR HER DESIGNEE, AND CORPORATION
17 SECRETARY; AUTHORIZING APPROVAL OF TECHNICAL
18 AMENDMENTS BY THE EXECUTIVE DIRECTOR OF THE
19 OFFICE OF ECONOMIC DEVELOPMENT ("OED");
20 PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING A
21 DEADLINE FOR THE COMPANY TO EXECUTE THE
22 AGREEMENT; AFFIRMING THE PROJECT'S COMPLIANCE
23 WITH THE PUBLIC INVESTMENT POLICY ADOPTED BY
24 ORDINANCE 2024-286-E; REQUESTING TWO-READING
25 PASSAGE PURSUANT TO COUNCIL RULE 3.305;
26 PROVIDING AN EFFECTIVE DATE.

27
28 **WHEREAS,** Otto Aviation Group, LLC ("Company"), a Targeted
29 Industry Company, has committed to establish a corporate headquarters
30 and manufacturing facility in the City, with an anticipated capital
31 investment of \$430,000,000, including \$140,000,000 of tangible

1 personal property, and has committed to creating 400 new jobs with
2 an average salary, exclusive of benefits, of \$90,000 by December 31,
3 2030 (with an overall expectation of 1,230 new jobs by 2040), and
4 such wage is greater than the State of Florida average wage as
5 determined by the Florida Department of Commerce; and

6 **WHEREAS,** the Company has requested and the City has agreed to
7 provide public investment in Project in the form of a 20-year, 75%
8 REV Grant in the maximum amount of \$20,000,000; and

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

19 **WHEREAS,** the Company has requested the City to enter into the
20 Agreement in substantially the form placed **On File** with the
21 Legislative Services Division; now therefore

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

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

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

26 (b) The location of the Company's Project in Jacksonville,
27 Florida, is more particularly described in the Agreement. The Project
28 will promote and further the public and municipal purposes of the
29 City.

30 (c) Enhancement of the City's tax base and revenues, are
31 matters of State and City policy and State and City concern in order

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

9 (d) The provision of the City's assistance as identified in the
10 Agreement is necessary and appropriate to make the Project feasible;
11 and the City's assistance is reasonable and not excessive, taking
12 into account the needs of the Company to make the Project economically
13 and financially feasible, and the extent of the public benefits
14 expected to be derived from the Project, and taking into account all
15 other forms of assistance available.

16 (e) The Company is qualified to carry out and complete the
17 construction and equipping of the Project, in accordance with the
18 Agreement.

19 (f) The authorizations provided by this Resolution are for
20 public uses and purposes for which the City may use its powers as a
21 county, municipality and as a political subdivision of the State of
22 Florida and may expend public funds, and the necessity in the public
23 interest for the provisions herein enacted is hereby declared as a
24 matter of legislative determination.

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

28 **Section 2. Economic Development Agreement Approved.** There
29 is hereby approved, and the Mayor and Corporation Secretary are
30 authorized to execute and deliver, for and on behalf of the City, the
31 Agreement between the City and the Company, substantially in the form

1 placed **On File** with the Legislative Services Division (with such
2 "technical" changes as herein authorized), for the purpose of
3 implementing the recommendations of the OED.

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

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

21 (a) The REV Grant, in an amount not-to-exceed \$20,000,000, shall
22 not be deemed to constitute a debt, liability, or obligation of the
23 City or of the State of Florida or any political subdivision thereof
24 within the meaning of any constitutional or statutory limitation, or
25 a pledge of the faith and credit or taxing power of the City or of
26 the State of Florida or any political subdivision thereof, but shall
27 be payable solely from the funds provided therefor as provided in
28 this Section. The Agreement shall contain a statement to the effect
29 that the City shall not be obligated to pay any installment of its
30 financial assistance to the Company except from the non-ad valorem
31 revenues or other legally available funds provided for that purpose,

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

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

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

28 **Section 5. Further Authorizations.** The Mayor, or her
29 designee, and the Corporation Secretary, are hereby authorized to
30 execute and deliver the Agreement and all other contracts and
31 documents and otherwise take all necessary action in connection

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

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

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

22 **Section 8. Public Investment Policy.** This Resolution
23 conforms to the guidelines provided in the Public Investment Policy
24 adopted by City Council Ordinance 2024-286-E.

25 **Section 9. Requesting Two Reading Passage Pursuant to**
26 **Council Rule 3.305.** Two reading passage of this legislation is
27 requested pursuant to Council Rule 3.305.

28 **Section 10. Effective Date.** This Resolution shall become
29 effective upon signature by the Mayor or upon becoming effective
30 without the Mayor's signature.
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1 Form Approved:

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3 /S/ John Sawyer

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

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