

1 Introduced by the Council President at the request of the Mayor:  
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4 **RESOLUTION 2022-862**

5 A RESOLUTION MAKING CERTAIN FINDINGS AND  
6 APPROPRIATING \$500,000 FROM THE NORTHWEST OED  
7 FUND - TRANSFER FROM FUND BALANCE FOR THE  
8 PURPOSE OF PROVIDING A \$500,000 LARGE SCALE  
9 ECONOMIC DEVELOPMENT FUND (LSEDF) GRANT TO  
10 PROJECT CASHEW ("COMPANY"), AS INITIATED BY B.T.  
11 23-023, IN CONNECTION WITH THE INFRASTRUCTURE  
12 COSTS AND BUILDING IMPROVEMENTS TO BE MADE BY  
13 THE COMPANY AT THE PROJECT PARCEL ("PROJECT");  
14 PURPOSE OF APPROPRIATION; APPROVING AND  
15 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE  
16 CORPORATION SECRETARY TO EXECUTE AND DELIVER,  
17 FOR AND ON BEHALF OF THE CITY OF JACKSONVILLE  
18 ("CITY"), THE ECONOMIC DEVELOPMENT AGREEMENT  
19 BETWEEN COMPANY AND THE CITY; AUTHORIZING A  
20 LARGE SCALE ECONOMIC DEVELOPMENT FUND (LSEDF)  
21 GRANT TO THE COMPANY IN THE AMOUNT OF \$500,000;  
22 AUTHORIZING A \$3,100,000 RECAPTURE ENHANCED  
23 VALUE GRANT ("REV GRANT"); DESIGNATION OF  
24 AUTHORIZED OFFICIAL AND CONTRACT MONITOR;  
25 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY  
26 THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC  
27 DEVELOPMENT ("OED"); PROVIDING FOR CITY OF  
28 JACKSONVILLE OVERSIGHT BY THE OED; PROVIDING A  
29 DEADLINE FOR THE COMPANY TO EXECUTE THE  
30 AGREEMENT; AFFIRMING THE PROJECT'S COMPLIANCE  
31 WITH THE NWJEDF GUIDELINES APPROVED AND ADOPTED

1 BY ORDINANCE 2016-779-E, AS AMENDED; WAIVER OF  
2 THAT PORTION OF THE PUBLIC INVESTMENT POLICY  
3 ADOPTED BY ORDINANCE 2022-372-E, AS AMENDED, TO  
4 AUTHORIZE A LARGE SCALE ECONOMIC DEVELOPMENT  
5 FUND GRANT, WHICH REQUIRES A MINIMUM OF 50 NEW  
6 JOBS; REQUESTING TWO READING PASSAGE PURSUANT TO  
7 COUNCIL RULE 3.305; PROVIDING AN EFFECTIVE DATE.

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9 **WHEREAS**, Project Cashew (the "Company") is proposing to make  
10 certain infrastructure and building improvements including the  
11 construction and installation of new structures and additional  
12 equipment to expand its existing distribution and manufacturing  
13 operations facility located in Jacksonville, Florida, and has  
14 committed to create 40 permanent full-time equivalent new jobs in  
15 Jacksonville with an average salary, exclusive of benefits, of \$50,000  
16 per annum by December 31, 2025, and cause private capital investment  
17 in the estimated amount of \$65,000,000, all as further described in  
18 the Project Summary attached hereto as **Exhibit 1**; and

19 **WHEREAS**, the project parcel is located in a Level 2 Economically  
20 Distressed Area;

21 **WHEREAS**, for the reasons more fully described in the Project  
22 Summary, the payment of the Large Scale Economic Development Fund  
23 (LSEDF) Grant and REV Grant in such amounts serves a paramount public  
24 purpose; and

25 **WHEREAS**, the City's Office of Economic Development ("OED") has  
26 reviewed the application submitted by the Company for community  
27 development, and, together with representatives of the City,  
28 negotiated the Economic Development Agreement and, based upon the  
29 contents of the Economic Development Agreement, has determined the  
30 Economic Development Agreement and the uses contemplated therein to  
31 be in the public interest, and has determined that the public actions

1 and financial assistance contemplated in the Economic Development  
2 Agreement take into account and give consideration to the long-term  
3 public interests and public interest benefits to be achieved by the  
4 City; and

5 **WHEREAS**, the Company has requested the City to enter into the  
6 Economic Development Agreement in substantially the form placed **On**  
7 **File** with the Office of Legislative Services; now therefore,

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

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

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

12 (b) The location of the Company's Project in northwest  
13 Jacksonville, Florida, is more particularly described in the Economic  
14 Development Agreement. The Project will promote and further the  
15 public and municipal purposes of the City.

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

26 (d) The provision of the City's assistance as identified in  
27 the Economic Development Agreement is necessary and appropriate to  
28 make the Project feasible; and the City's assistance is reasonable  
29 and not excessive, taking into account the needs of the Company to  
30 make the Project economically and financially feasible, and the extent  
31 of the public benefits expected to be derived from the Project, and

1 taking into account all other forms of assistance available.

2 (e) The Company is qualified to carry out and complete the  
3 construction and equipping of the Project, in accordance with the  
4 Economic Development Agreement.

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

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

14 **Section 2. Appropriation.** For the 2022-2023 fiscal  
15 year, within the City's budget, there are hereby appropriated the  
16 indicated sum(s) from the account(s) listed in subsection (a) to the  
17 account(s) listed in subsection (b): (B.T. 23-023, attached hereto  
18 as **Exhibit 2** and incorporated herein by this reference):

19 (a) Appropriated from:

20 See B.T. 23-023 \$500,000

21 (b) Appropriated to:

22 See B.T. 23-023 \$500,000

23 (c) **Explanation of Appropriation**

24 The funding above appropriates \$500,000 from the Northwest  
25 OED Fund - Fund Balance, to provide a \$500,000 Large Scale  
26 Economic Development Fund Grant to the Company to assist  
27 with costs associated with infrastructure and building  
28 upgrades needed to complete the Project.

29 **Section 3. Purpose.** The purpose of the appropriation in  
30 Section 2 is to provide a \$500,000 Large Scale Economic Development  
31 Fund Grant to the Company. The Company has a distribution and

1 manufacturing operations facility located Jacksonville, Florida, and  
2 has committed to create 40 permanent full-time equivalent new jobs  
3 in Jacksonville with an average salary, exclusive of benefits, of  
4 \$50,000 per annum by December 31, 2025, and cause private capital  
5 investment in the estimated amount of \$65,000,000. The NWJEDF Advisory  
6 Board recommended City Council's approval of the Company's grant  
7 application at its November 15, 2022 meeting.

8 **Section 4. Economic Development Agreement Approved.** The  
9 Mayor, or his designee, and the Corporation Secretary are hereby  
10 authorized to execute and deliver, for and on behalf of the City, the  
11 Economic Development Agreement substantially in the form placed **On**  
12 **File** with the Office of Legislative Services (with such "technical"  
13 changes as herein authorized), for the purpose of implementing the  
14 recommendations of the OED, as are further described in the Project  
15 Summary attached hereto as **Exhibit 1**.

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

1 plans which have no financial impact.

2           **Section 5.           Payment of Large Scale Economic Development Fund**  
3 **(LSEDF) Grant.** The Mayor, or his designee, is hereby authorized to  
4 and shall disburse the LSEDF Grant in accordance with this Resolution  
5 and the Agreement.

6           **Section 6.           Payment of the Recapture Enhanced Value (REV)**  
7 **Grant.**

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

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

31           **Section 7.           Designation of Authorized Official/OED Contract**

1 **Monitor.** The Mayor is designated as the authorized official of the  
2 City for the purpose of executing and delivering any contracts and  
3 documents and furnishing such information, data and documents for the  
4 Agreement and related documents as may be required and otherwise to  
5 act as the authorized official of the City in connection with the  
6 Agreement, and is further authorized to designate one or more other  
7 officials of the City to exercise any of the foregoing authorizations  
8 and to furnish or cause to be furnished such information and take or  
9 cause to be taken such action as may be necessary to enable the City  
10 to implement the Agreement according to its terms. The OED is hereby  
11 required to administer and monitor the Agreement and to handle the  
12 City's responsibilities thereunder, including the City's  
13 responsibilities under such Agreement working with and supported by  
14 all relevant City departments.

15 **Section 8. Further Authorizations.** The Mayor, or his  
16 designee, and the Corporation Secretary, are hereby authorized to  
17 execute the Economic Development Agreement and all other contracts  
18 and documents and otherwise take all necessary action in connection  
19 therewith and herewith. The Executive Director of the OED, as contract  
20 administrator, is authorized to negotiate and execute all necessary  
21 changes and amendments to the Economic Development Agreement and  
22 other contracts and documents, to effectuate the purposes of this  
23 Resolution, without further Council action, provided such changes and  
24 amendments are limited to amendments that are technical in nature (as  
25 described in Section 4 hereof), and further provided that all such  
26 amendments shall be subject to appropriate legal review and approval  
27 by the General Counsel, or his or her designee, and all other  
28 appropriate official action required by law.

29 **Section 9. Oversight Department.** The Office of Economic  
30 Development shall oversee the Project described herein.

31 **Section 10. Execution of the Economic Development Agreement.**

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

10 **Section 11. NWJEDF Guidelines.** This Resolution  
11 conforms to the NWJEDF Guidelines adopted by City Council Ordinance  
12 2016-779-E, as amended.

13 **Section 12. Waiver of Public Investment Policy.** The  
14 requirements of the Public Investment Policy adopted by City Council  
15 Ordinance 2022-372-E, as amended, are waived to authorize an LSEDF  
16 Grant that requires a minimum of 50 new jobs. The waiver is justified  
17 due to the fact that the Company will retain 110 jobs, create 40 new  
18 jobs, cause significant private capital investment of approximately  
19 \$65,000,000 in an existing facility in Northwest Jacksonville, and  
20 solidify the Company's presence at the Project location.

21 **Section 13. Requesting two reading passage pursuant to**  
22 **Council Rule 3.305.** Two reading passage of this legislation is  
23 requested pursuant to Council Rule 3.305.

24 **Section 14. Effective Date.** This Resolution shall become  
25 effective upon signature by the Mayor or upon becoming effective  
26 without the Mayor's signature.

27  
28 Form Approved:

29  
30 /s/ Joelle J. Dillard

31 Office of General Counsel



1 Legislation prepared by: Joelle J. Dillard

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