

1 Introduced by the Council President at the request of the Mayor:
2
3

4 **RESOLUTION 2024-762-A**

5 A RESOLUTION MAKING CERTAIN FINDINGS, AND
6 APPROVING AND AUTHORIZING THE EXECUTION OF AN
7 AMENDED AND RESTATED ECONOMIC DEVELOPMENT
8 AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF
9 JACKSONVILLE ("CITY") AND PUBLIX SUPER MARKETS,
10 INC. ("COMPANY"), TO SUPPORT THE EXPANSION OF
11 COMPANY'S OPERATIONS AT A NEW FACILITY AND THE
12 EXPANSION OF AN EXISTING FACILITY LOCATED IN
13 JACKSONVILLE, FLORIDA ("PROJECT"); AUTHORIZING
14 A FIVE-YEAR RECAPTURE ENHANCED VALUE (REV) GRANT
15 NOT TO EXCEED \$5,600,000; APPROVING AND
16 AUTHORIZING THE EXECUTION OF DOCUMENTS BY THE
17 MAYOR, OR HER DESIGNEE, AND CORPORATION
18 SECRETARY; AUTHORIZING APPROVAL OF TECHNICAL
19 AMENDMENTS BY THE EXECUTIVE DIRECTOR OF THE
20 OFFICE OF ECONOMIC DEVELOPMENT ("OED");
21 PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING A
22 DEADLINE FOR THE COMPANY TO EXECUTE THE
23 AGREEMENT; AFFIRMING THE PROJECT'S COMPLIANCE
24 WITH THE PUBLIC INVESTMENT POLICY ADOPTED BY
25 ORDINANCE 2024-286-E; REQUESTING TWO-READING
26 PASSAGE PURSUANT TO COUNCIL RULE 3.305;
27 PROVIDING AN EFFECTIVE DATE.

28
29 **WHEREAS**, the City of Jacksonville ("City") and Publix Super
30 Markets, Inc. (the "Company") previously entered into that certain
31 Economic Development Agreement dated December 1, 2023 (the "Prior

1 EDA") as authorized by Resolution 2023-755-A; and

2 **WHEREAS**, the Prior EDA provided that the Company would create
3 150 permanent full-time equivalent new jobs in Jacksonville by
4 December 31, 2027 with an estimated new capital investment of
5 \$150,000,000; and

6 **WHEREAS**, the Company's proposed capital investment has increased
7 to \$264,000,000 and the number of full-time equivalent new jobs to
8 be created by the Company in Jacksonville has increased to 175; and

9 **WHEREAS**, for the reasons more fully described in the Project
10 Summary attached hereto as **Exhibit 1** and incorporated herein by this
11 reference, the payment of the REV Grant in such amounts serves a
12 paramount public purpose; and

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

24 **WHEREAS**, the Company has requested the City to enter into the
25 Agreement which would amend, restate and replace the Prior EDA; now
26 therefore,

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

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

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

31 (b) The location of the Company's Project in Jacksonville,

1 Florida, is more particularly described in the Agreement. The Project
2 will promote and further the public and municipal purposes of the
3 City.

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

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

21 (e) The Company is qualified to carry out and complete the
22 construction and equipping of the Project, in accordance with the
23 Agreement.

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

30 (g) This Resolution is adopted pursuant to the provisions of
31 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's

1 Charter, and other applicable provisions of law.

2 **Section 2. Economic Development Agreement Approved.** There
3 is hereby approved, and the Mayor and Corporation Secretary are
4 authorized to execute and deliver, for and on behalf of the City, the
5 Agreement between the City and the Company, substantially in the form
6 placed **On File** with the Legislative Services Division (with such
7 "technical" changes as herein authorized), for the purpose of
8 implementing the recommendations of the OED, as are further described
9 in the Project Summary attached hereto as **Exhibit 1**.

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

26 **Section 3. Payment of 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 4. 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 5. 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 6. Oversight Department.** The OED shall oversee the
17 Project described herein.

18 **Section 7. 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 8. 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.

30 **Section 9. Requesting Two Reading Passage Pursuant to**
31 **Council Rule 3.305.** Two reading passage of this legislation is

