

1 Co-Introduced by the Council President at the request of the Mayor
2 and Co-Sponsored by Council Members Gaffney, Bowman, Salem, Carrico,
3 Pittman, Morgan, Priestly Jackson, White & Freeman:
4

5 **ORDINANCE 2022-29-E**

6 AN ORDINANCE APPROPRIATING \$600,210.98 FROM THE
7 NORTHWEST OFFICE OF ECONOMIC DEVELOPMENT ("OED")
8 FUND - CONTINGENCY ACCOUNT TO THE NORTHWEST
9 OFFICE OF ECONOMIC DEVELOPMENT FUND - SUBSIDIES
10 AND CONTRIBUTIONS TO PRIVATE ORG. ACCOUNT AND
11 AUTHORIZING A FULL-SERVICE GROCERY STORE
12 IMPROVEMENT PROGRAM GRANT TO LIFT JAX, INC.
13 ("COMPANY") IN AN AMOUNT NOT TO EXCEED \$650,000
14 IN CONNECTION WITH THE ACQUISITION, RENOVATION
15 AND EXPANSION OF A FORMER STORE LOCATED AT 1478
16 FLORIDA AVENUE, TO BE LEASED TO A TENANT TO SERVE
17 AS A FULL-SERVICE GROCERY STORE, AS INITIATED BY
18 B.T. 22-036; WAIVING THE CRITERIA FOR USE OF
19 FUNDING FOR "FULL-SERVICE GROCERY STORE PROGRAM"
20 AS ADOPTED BY 2019-245-E; APPROVING AND
21 AUTHORIZING EXECUTION OF DOCUMENTS BY THE MAYOR
22 OR HIS DESIGNEE AND CORPORATION SECRETARY;
23 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY
24 THE EXECUTIVE DIRECTOR OF THE OED; PROVIDING FOR
25 CITY OVERSIGHT BY THE OED; PROVIDING AN
26 EFFECTIVE DATE.
27

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

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

31 The location of the project in Jacksonville, Florida, ("Project")

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

4 The provision of the City's assistance as identified in the
5 Economic Development Agreement is necessary and appropriate to make
6 the Project feasible; and the City's assistance is reasonable and not
7 excessive, taking into account the needs of the Company to make the
8 Project economically and financially feasible, and the extent of the
9 public benefits expected to be derived from the Project, and taking
10 into account all other forms of assistance available.

11 The Company is qualified to carry out and complete the
12 construction and equipping of the Project, in accordance with the
13 Economic Development Agreement.

14 The authorizations provided by this Ordinance are for public uses
15 and purposes for which the City may use its powers as a county,
16 municipality and as a political subdivision of the State of Florida
17 and may expend public funds, and the necessity in the public interest
18 for the provisions herein enacted is hereby declared as a matter of
19 legislative determination.

20 This Ordinance is adopted pursuant to the provisions of Chapters
21 163, 166 and 125, Florida Statutes, as amended, the City's Charter,
22 and other applicable provisions of law.

23 **Section 2. Appropriation.** For the 2021-2022 fiscal year,
24 within the City's budget, there are hereby appropriated the indicated
25 sum(s) from the account(s) listed in subsection (a) to the account(s)
26 listed in subsection (b):

27 (B.T. 22-036 attached hereto as **Exhibit 1** and incorporated herein
28 by this reference)

29 (a) Appropriated from:

30 See B.T. 22-036 \$600,210.98

31 (b) Appropriated to:

1 See B.T. 22-036 \$600,210.98

2 (c) Explanation of Appropriation: the appropriation above
3 is appropriating \$600,210.98 from the Northwest
4 Jacksonville Economic Development Fund to provide a
5 grant to the Company to assist in funding the
6 acquisition, renovation and expansion of a former
7 store to allow for the lease of the premises by the
8 Company as a full-service grocery store.

9 **Section 3. Purpose of Appropriation.** The purpose of the
10 appropriation above is to assist the Company in the acquisition,
11 renovation and expansion of an existing building and related site as
12 necessary to support the leasing of the premises by Company to serve
13 as a full-service grocery store located immediately adjacent to a
14 food desert area. Improvements include building expansion, interior
15 remodeling, point of sale equipment and technology, refrigerated
16 cases, elevator, parking lot paving and striping, lighting
17 enhancements, plumbing, mechanical and systems improvements,
18 landscaping and other improvements to ensure safe and efficient use
19 of the site. A copy of the Project Summary is attached hereto as
20 **Exhibit 2.**

21 **Section 4. Waiver of Criteria for Use of Funding for "Full-**
22 **Service Grocery Store Program" as Adopted by Ordinance 2019-245-E.**
23 Ordinance 2019-245-E established criteria for use of funds for the
24 "Full-Service Grocery Store Program" in Exhibit 2 thereto. Ordinance
25 2019-245-E required that funding be used only for capital costs
26 exclusive of land acquisition cost and that the minimum size of the
27 full-service grocery store be 10,000 square feet. The grant funding
28 provided for herein will include the acquisition costs of the site
29 and building to be renovated and expanded for use as a full-service
30 grocery store. Additionally, this full-service grocery store will be
31 approximately 2,500 square feet. The Council finds that waiving

1 these two provisions of the criteria is in the best interest of the
2 City to expedite a new full-service grocery store and ready access
3 to basic, affordable and good-quality fresh food at this location and
4 provide an immediate visual and recognizable impact to this area that
5 has not had a new grocery store option in the past several years.

6 **Section 5. Economic Development Agreement Approved.** There
7 is hereby approved, and the Mayor or his designee and Corporation
8 Secretary are authorized to enter into an Economic Development
9 Agreement (the "Agreement") between the City and the Company, in
10 substantially the same form as has been placed **On File** with the
11 Legislative Services Division (with such "technical" changes as
12 herein authorized).

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

29 **Section 6. Designation of Authorized Official/OED Contract**
30 **Monitor.** The Mayor is designated as the authorized official of the
31 City for the purpose of executing and delivering any contracts, notes

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

13 **Section 7. Further Authorizations.** The Mayor, or his
14 designee, and the Corporation Secretary, are hereby authorized to
15 execute the Agreement and all other contracts and documents and
16 otherwise take all necessary action in connection therewith and
17 herewith. The Executive Director of the OED, as contract
18 administrator, is authorized to negotiate and execute all necessary
19 changes and amendments to the Agreement and other contracts and
20 documents, to effectuate the purposes of this Ordinance, without
21 further Council action, provided such changes and amendments are
22 limited to amendments that are technical in nature (as described in
23 Section 5 hereof), and further provided that all such amendments
24 shall be subject to appropriate legal review and approval by the
25 General Counsel, or his or her designee, and all other appropriate
26 official action required by law.

27 **Section 8. Oversight Department.** The OED shall oversee
28 the project described herein.

29 **Section 9. Effective Date.** This Ordinance shall become
30 effective upon signature by the Mayor or upon becoming effective
31 without the Mayor's signature.

1 Form Approved:

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3 /s/ Margaret M. Sidman

4 Office of General Counsel

5 Legislation prepared by: Joelle J. Dillard

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