

Introduced by the Council President at the request of the Mayor:

RESOLUTION 2022-618-A

A RESOLUTION MAKING CERTAIN FINDINGS, AND APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND BGFP JACKSONVILLE LLC ("COMPANY"), TO SUPPORT THE DEVELOPMENT OF AN APPROXIMATELY 272,000 SQUARE FOOT COLD STORAGE FACILITY LOCATED AT 8730 SOMERS ROAD IN THE CITY ("PROJECT"); AUTHORIZING A \$3,000,000 RECAPTURE ENHANCED VALUE PROGRAM GRANT ("REV GRANT"); APPROVING AND AUTHORIZING THE EXECUTION OF DOCUMENTS BY THE MAYOR, OR HIS DESIGNEE, AND CORPORATION SECRETARY; AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC DEVELOPMENT ("OED"); PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING A DEADLINE FOR THE COMPANY TO EXECUTE THE AGREEMENT; AFFIRMING THE PROJECT'S COMPLIANCE WITH THE PUBLIC INVESTMENT POLICY ADOPTED BY ORDINANCE 2022-372-E; REQUESTING TWO-READING PASSAGE PURSUANT TO COUNCIL RULE 3.305; PROVIDING AN EFFECTIVE DATE.

WHEREAS, BGFP Jacksonville LLC (the "Company") has committed to construct an approximately 272,000 square foot cold storage facility, with an anticipated private capital investment of \$116,000,000, and to create 60 permanent full-time equivalent new jobs in Jacksonville

1 with an average salary, exclusive of benefits, of approximately
2 \$56,000 per annum by December 31, 2027, all as further described in
3 the Project Summary attached hereto as **Exhibit 1** and incorporated
4 herein by this reference; and

5 **WHEREAS**, such average salary is greater than or equal to 100%
6 of the private-sector wage in the State of Florida effective as of
7 January 1, 2022; and

8 **WHEREAS**, for the reasons more fully described in the Project
9 Summary, the payment of the REV Grant in such amounts serves a
10 paramount public purpose; and

11 **WHEREAS**, the OED has reviewed the application submitted by the
12 Company for community development; and, together with representatives
13 of the City, negotiated the Agreement. Accordingly, based upon the
14 contents of the Agreement, it has been determined that the Agreement
15 and the uses contemplated therein to be in the public interest, and
16 that the public actions and financial assistance contemplated in the
17 Agreement take into account and give consideration to the long-term
18 public interests and public interest benefits to be achieved by the
19 City; and

20 **WHEREAS**, the Company has requested the City to enter into an
21 agreement in substantially the form placed **On File** with the Office
22 of Legislative Services; now therefore,

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

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

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

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

31 (c) Enhancement of the City's tax base and revenues, are matters

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

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

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

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

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

29 **Section 2. Payment of REV Grant.**

30 (a) The REV Grant shall not be deemed to constitute a debt,
31 liability, or obligation of the City or of the State of Florida or

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

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

22 **Section 3. Economic Development Agreement Approved.** There is
23 hereby approved, and the Mayor and Corporation Secretary are
24 authorized to execute and deliver, for and on behalf of the City, an
25 agreement between the City and the Company, substantially in the form
26 placed **On File** with the Office of Legislative Services (with such
27 "technical" changes as herein authorized), for the purpose of
28 implementing the recommendations of the OED, as are further described
29 in the Project Summary attached hereto as **Exhibit 1**.

30 The Agreement may include such additions, deletions and changes
31 as may be reasonable, necessary and incidental for carrying out the

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

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

30 **Section 5. Further Authorizations.** The Mayor, or his
31 designee, and the Corporation Secretary, are hereby authorized to

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

13 **Section 6. Oversight Department.** The OED shall oversee the
14 Project described herein.

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

24 **Section 8. Public Investment Policy.** This Resolution
25 conforms to the guidelines provided in the Public Investment Policy
26 adopted by City Council Ordinance 2022-372-E.

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

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

Form Approved:

Office of General Counsel

Legislation Prepared By: John Sawyer

GC-#1511831-v4-Leg__2022-____Ray_S_F__Inc__-_FreezPak-_EDA.docx