

1 Introduced by Council Member White:
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4 **ORDINANCE 2024-461**

5 AN ORDINANCE MAKING CERTAIN FINDINGS AND
6 APPROPRIATING \$1,500,000 FROM THE BETTER JAX
7 PROJECTS PAY-AS-YOU-GO OTHER CONSTRUCTION COSTS
8 ACCOUNT TO THE SUBSIDIES AND CONTRIBUTIONS TO
9 PRIVATE ORG ACCOUNT FOR THE PURPOSE OF PROVIDING
10 A \$1,500,000 LARGE SCALE ECONOMIC DEVELOPMENT
11 FUND (LSEDF) GRANT TO BELVEDERE TERMINALS
12 COMPANY, LLC (THE "COMPANY"), IN CONNECTION WITH
13 THE INFRASTRUCTURE COSTS AND BUILDING
14 IMPROVEMENTS TO BE MADE BY THE COMPANY FOR A
15 RAIL FUEL DELIVERY AND STORAGE FACILITY AT THE
16 PROJECT PARCEL (THE "PROJECT"); APPROVING AND
17 AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND THE
18 CORPORATION SECRETARY TO EXECUTE AND DELIVER,
19 FOR AND ON BEHALF OF THE CITY OF JACKSONVILLE
20 (THE "CITY"), AN ECONOMIC DEVELOPMENT AGREEMENT
21 BETWEEN THE CITY OF JACKSONVILLE AND BELVEDERE
22 TERMINALS COMPANY, LLC; AUTHORIZING A LARGE
23 SCALE ECONOMIC DEVELOPMENT FUND (LSEDF) GRANT TO
24 THE COMPANY IN THE AMOUNT OF \$1,500,000;
25 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY
26 THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC
27 DEVELOPMENT; PROVIDING FOR CITY OF JACKSONVILLE
28 OVERSIGHT BY THE OFFICE OF ECONOMIC DEVELOPMENT;
29 PROVIDING A DEADLINE FOR THE COMPANY TO EXECUTE
30 THE AGREEMENT; AFFIRMING THE PROJECT'S
31 COMPLIANCE WITH THE NWJEDF GUIDELINES APPROVED

1 AND ADOPTED BY ORDINANCE 2016-779-E, AS AMENDED;
2 WAIVER OF THAT PORTION OF THE PUBLIC INVESTMENT
3 POLICY ADOPTED BY ORDINANCE 2024-286-E TO
4 AUTHORIZE A LARGE SCALE ECONOMIC DEVELOPMENT
5 FUND GRANT, WHICH IS LIMITED TO A MAXIMUM OF
6 \$600,000 AND A MINIMUM OF 50 NEW JOBS;
7 REQUESTING ONE CYCLE EMERGENCY PASSAGE;
8 PROVIDING AN EFFECTIVE DATE.
9

10 **WHEREAS,** Belvedere Terminals Company, LLC (the "Company") is
11 proposing to make certain infrastructure and building improvements
12 including the construction and operation of a new state-of-the-art
13 rail fuel delivery system in Jacksonville, Florida, (the "Project")
14 and has committed to create 20 permanent full-time equivalent new
15 jobs in Jacksonville with an average salary, exclusive of benefits,
16 of \$63,670 per annum by December 31, 2028, and cause private capital
17 investment in the estimated amount of \$90,750,000, all as further
18 described in the Project Summary attached hereto as **Exhibit 1**; and

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

22 **WHEREAS,** the City's Office of Economic Development ("OED") has
23 reviewed the application submitted by the Company for community
24 development, and, together with representatives of the City,
25 negotiated the Economic Development Agreement and, based upon the
26 contents of the Economic Development Agreement, has determined the
27 Economic Development Agreement and the uses contemplated therein to
28 be in the public interest, and has determined that the public actions
29 and financial assistance contemplated in the Economic Development
30 Agreement take into account and give consideration to the long-term
31 public interests and public interest benefits to be achieved by the

1 City; and

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

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

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

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

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

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

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

30 (e) The Company is qualified to carry out and complete the
31 construction and equipping of the Project, in accordance with the

1 Economic Development Agreement.

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

8 (g) This Ordinance is adopted pursuant to the provisions of
9 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's
10 Charter, and other applicable provisions of law.

11 **Section 2. Appropriation.** For the 2023-2024 fiscal
12 year, within the City's budget, there are hereby appropriated the
13 indicated sum(s) from the account(s) listed in subsection (a) to the
14 account(s) listed in subsection (b):

15 (The account information is attached hereto as **Exhibit 2** and
16 incorporated herein by this reference):

17 (a) Appropriated from:

18 See **Exhibit 2** \$1,500,000

19 (b) Appropriated to:

20 See **Exhibit 2** \$1,500,000

21 (c) **Explanation of Appropriation**

22 The funding above is an appropriation of \$1,500,000 from
23 to provide a \$1,500,000 Large Scale Economic Development
24 Fund Grant to the Company to assist with costs associated
25 with development of a rail fuel delivery system in
26 northwest Jacksonville.

27 **Section 3. Purpose.** The purpose of the appropriation in
28 Section 2 is to provide a \$1,500,000 Large Scale Economic Development
29 Fund Grant to the Company. The Company intends to develop and operate
30 a new state-of-the-art rail fuel delivery and storage facility in
31 Jacksonville, Florida, and has committed to create 20 permanent

1 full-time equivalent new jobs in Jacksonville with an average salary,
2 exclusive of benefits, of \$63,670 per annum by December 31, 2028, and
3 cause private capital investment in the estimated amount of
4 \$90,750,000.

5 **Section 4. Economic Development Agreement Approved.** The
6 Mayor, or her designee, and the Corporation Secretary are hereby
7 authorized to execute and deliver, for and on behalf of the City, the
8 Economic Development Agreement substantially in the form placed **On**
9 **File** with the Office of Legislative Services (with such "technical"
10 changes as herein authorized), for the purpose of authorizing the
11 Large Scale Economic Development Fund Grant for the Project as further
12 described in the Project Summary attached hereto as **Exhibit 1**.

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

30 **Section 5. Payment of Large Scale Economic Development Fund**
31 **(LSEDF) Grant.** The Mayor, or her designee, is hereby authorized to

1 and shall disburse the LSEDF Grant in accordance with this Ordinance
2 and the Agreement.

3 **Section 6. Designation of Authorized Official/OED Contract**

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

18 **Section 7. Further Authorizations.** The Mayor, or her

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

1 **Section 8. Oversight.** The Office of Economic Development
2 shall oversee the Project described herein.

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

13 **Section 10. NWJEDF Guidelines.** This Ordinance conforms to
14 the NWJEDF Guidelines adopted by City Council Ordinance 2016-779-E,
15 as amended.

16 **Section 11. Waiver of Public Investment Policy.** The
17 requirements of the Public Investment Policy adopted by City Council
18 Ordinance 2024-286-E, are waived to authorize an LSEDF Grant in an
19 amount in excess of \$600,000 and that requires a minimum of 50 new
20 jobs. The waiver is justified due to the fact that the Company will
21 cause significant private capital investment of approximately
22 \$90,750,000 for development of the Project.

23 **Section 12. Requesting One Cycle Emergency Passage Pursuant**
24 **to Council Rule 4.901 Emergency.** One cycle emergency passage of this
25 legislation is requested. The nature of the emergency is that the
26 Company is currently undertaking efforts to secure and prepare the
27 Project Parcel. The Company's ongoing efforts to secure an appropriate
28 site in Jacksonville is evidence of its commitment to undertake a
29 significant capital and long-term investment in the City. In addition,
30 consideration of this legislation as a one cycle emergency will allow
31 it to follow the traditional two reading legislative process that is

1 standard for similar economic development agreements.

2 **Section 13. Effective Date.** This Ordinance shall become
3 effective upon signature by the Mayor or upon becoming effective
4 without the Mayor's signature.

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6 Form Approved:

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8 /s/ Mary E. Staffopoulos

9 Office of General Counsel

10 Legislation Prepared By: Mary E. Staffopoulos

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