

1 Introduced by Council Member White and Co-Sponsored by Council
2 Members Johnson, Carrico, Arias and J. Carlucci and amended by the
3 Rules Committee:
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6 **ORDINANCE 2024-461-E**

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

1 JACKSONVILLE OVERSIGHT BY THE OFFICE OF
2 ECONOMIC DEVELOPMENT; PROVIDING A DEADLINE FOR
3 THE COMPANY TO EXECUTE THE AGREEMENT;
4 AFFIRMING THE PROJECT'S COMPLIANCE WITH THE
5 NWJEDF GUIDELINES APPROVED AND ADOPTED BY
6 ORDINANCE 2016-779-E, AS AMENDED; WAIVER OF
7 THAT PORTION OF THE PUBLIC INVESTMENT POLICY
8 ADOPTED BY ORDINANCE 2024-286-E TO AUTHORIZE A
9 LARGE SCALE ECONOMIC DEVELOPMENT FUND GRANT,
10 WHICH IS LIMITED TO A MAXIMUM OF \$600,000 AND
11 A MINIMUM OF 50 NEW JOBS; REQUESTING ONE CYCLE
12 EMERGENCY PASSAGE; PROVIDING AN EFFECTIVE
13 DATE.

14
15 **WHEREAS**, Belvedere Terminals Company, LLC (the "Company") is
16 proposing to make certain infrastructure and building improvements
17 including the construction and operation of a new state-of-the-art
18 rail fuel delivery system in Jacksonville, Florida, (the "Project")
19 and has committed to create 20 permanent full-time equivalent new
20 jobs in Jacksonville with an average salary, exclusive of benefits,
21 of \$63,670 per annum by December 31, 2030, and cause private
22 capital investment in the estimated amount of \$82,750,000, all as
23 further described in the Project Summary attached hereto as **Revised**
24 **Exhibit 1**, labeled as "Revised Exhibit 1, Rev Proj Summary, June
25 17, 2024 - Rules"; and

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

29 **WHEREAS**, the City's Office of Economic Development ("OED")
30 has reviewed the application submitted by the Company for community
31 development, and, together with representatives of the City,

1 negotiated the Economic Development Agreement and, based upon the
2 contents of the Economic Development Agreement, has determined the
3 Economic Development Agreement and the uses contemplated therein to
4 be in the public interest, and has determined that the public
5 actions and financial assistance contemplated in the Economic
6 Development Agreement take into account and give consideration to
7 the long-term public interests and public interest benefits to be
8 achieved by the City; and

9 **WHEREAS,** the Company has requested the City to enter into the
10 Economic Development Agreement in substantially the form placed
11 **Revised On File** with the Office of Legislative Services; now
12 therefore

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

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

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

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

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

31 (d) The provision of the City's assistance as identified in

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

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

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

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

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

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

26 (a) Appropriated from:

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

28 (b) Appropriated to:

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

30 (c) **Explanation of Appropriation**

31 The funding above is an appropriation of \$1,500,000 from

1 the Better Jacksonville Projects Pay-As-You-Go Other
2 Construction Costs account to provide a \$1,500,000 Large
3 Scale Economic Development Fund Grant to the Company to
4 assist with costs associated with development of a rail
5 fuel delivery system in northwest Jacksonville.

6 **Section 3. Purpose.** The purpose of the appropriation in
7 Section 2 is to provide a \$1,500,000 Large Scale Economic
8 Development Fund Grant to the Company. The Company intends to
9 develop and operate a new state-of-the-art rail fuel delivery and
10 storage facility in Jacksonville, Florida, and has committed to
11 create 20 permanent full-time equivalent new jobs in Jacksonville
12 with an average salary, exclusive of benefits, of \$63,670 per annum
13 by December 31, 2030, and cause private capital investment in the
14 estimated amount of \$82,750,000.

15 **Section 4. Economic Development Agreement Approved.** The
16 Mayor, or her designee, and the Corporation Secretary are hereby
17 authorized to execute and deliver, for and on behalf of the City,
18 the Economic Development Agreement substantially in the form placed
19 **Revised On File** with the Office of Legislative Services (with such
20 "technical" changes as herein authorized), for the purpose of
21 authorizing the Large Scale Economic Development Fund Grant for the
22 Project as further described in the Project Summary attached hereto
23 as **Revised Exhibit 1.**

24 The Economic Development Agreement may include such additions,
25 deletions, and changes as may be reasonable, necessary, and
26 incidental for carrying out the purposes thereof, as may be
27 acceptable to the Mayor or her designee, with such inclusion and
28 acceptance being evidenced by execution of the Economic Development
29 Agreement by the Mayor or her designee. No modification of the
30 Economic Development Agreement may increase the financial
31 obligations or the liability of the City and any such modification

1 shall be technical only and shall be subject to appropriate legal
2 review and approval of the General Counsel or his or her designee
3 and all other appropriate action required by law. "Technical" is
4 herein defined as including, but not limited to, changes in legal
5 descriptions and surveys, descriptions of infrastructure
6 improvements and/or any road project, ingress and egress, easements
7 and rights of way, performance schedules (provided that no
8 performance schedule may be extended for more than one year without
9 City Council approval), design standards, access and site plans
10 which have no financial impact.

11 **Section 5. Payment of Large Scale Economic Development**
12 **Fund (LSEDF) Grant.** The Mayor, or her designee, is hereby
13 authorized to and shall disburse the LSEDF Grant in accordance with
14 this Ordinance and the Agreement.

15 **Section 6. Designation of Authorized Official/OED**
16 **Contract Monitor.** The Mayor is designated as the authorized
17 official of the City for the purpose of executing and delivering
18 any contracts and documents and furnishing such information, data
19 and documents for the Agreement and related documents as may be
20 required and otherwise to act as the authorized official of the
21 City in connection with the Agreement, and is further authorized to
22 designate one or more other officials of the City to exercise any
23 of the foregoing authorizations and to furnish or cause to be
24 furnished such information and take or cause to be taken such
25 action as may be necessary to enable the City to implement the
26 Agreement according to its terms. The OED is hereby required to
27 administer and monitor the Agreement and to handle the City's
28 responsibilities thereunder, including the City's responsibilities
29 under such Agreement working with and supported by all relevant
30 City departments.

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

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

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

17 **Section 9. Execution of the Economic Development**
18 **Agreement.** If the Economic Development Agreement approved by this
19 Ordinance has not been signed by the Company within ninety (90)
20 days after the OED delivers or mails the unexecuted Economic
21 Development Agreement to the Company for execution, then the City
22 Council approvals in this Ordinance and authorization for the Mayor
23 to execute the Agreement are automatically revoked; provided,
24 however, that the Executive Director of the OED shall have the
25 authority to extend such ninety (90) day period in writing at his
26 discretion for up to an additional ninety (90) days.

27 **Section 10. NWJEDF Guidelines.** This Ordinance conforms to
28 the NWJEDF Guidelines adopted by City Council Ordinance 2016-779-E,
29 as amended.

30 **Section 11. Waiver of Public Investment Policy.** The
31 requirements of the Public Investment Policy adopted by City

1 Council Ordinance 2024-286-E, are waived to authorize an LSEDF
2 Grant in an amount in excess of \$600,000 and that requires less
3 than a minimum of 50 new jobs. The waiver is justified due to the
4 fact that the Company will cause significant private capital
5 investment of approximately \$82,750,000 for development of the
6 Project.

7 **Section 12. Requesting One Cycle Emergency Passage**
8 **Pursuant to Council Rule 4.901 Emergency.** One cycle emergency
9 passage of this legislation is requested. The nature of the
10 emergency is that the Company is currently undertaking efforts to
11 secure and prepare the Project Parcel. The Company's ongoing
12 efforts to secure an appropriate site in Jacksonville is evidence
13 of its commitment to undertake a significant capital and long-term
14 investment in the City. In addition, consideration of this
15 legislation as a one cycle emergency will allow it to follow the
16 traditional two reading legislative process that is standard for
17 similar economic development agreements.

18 **Section 13. Effective Date.** This Ordinance shall become
19 effective upon signature by the Mayor or upon becoming effective
20 without the Mayor's signature.

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22 Form Approved:

23
24 /s/ Mary E. Staffopoulos

25 Office of General Counsel

26 Legislation Prepared By: Mary E. Staffopoulos

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