

1 Introduced by the Council President at the request of the Mayor:
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4 **RESOLUTION 2021-582-A**

5 A RESOLUTION MAKING CERTAIN FINDINGS, AND
6 APPROVING AND AUTHORIZING THE EXECUTION OF AN
7 ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT")
8 BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND
9 CERTAINTTEED GYPSUM OPERATING COMPANY, LLC
10 ("COMPANY"), TO SUPPORT THE CREATION OF
11 COMPANY'S NEW FACILITY TO BE LOCATED GENERALLY
12 AT 1611 TALLEYRAND AVENUE WITHIN THE CITY
13 ("PROJECT"); AUTHORIZING A TEN-YEAR RECAPTURE
14 ENHANCED VALUE (REV) GRANT OF \$3,400,000;
15 APPROVING AND AUTHORIZING THE EXECUTION OF
16 DOCUMENTS BY THE MAYOR, OR HIS DESIGNEE, AND
17 CORPORATION SECRETARY; AUTHORIZING APPROVAL OF
18 TECHNICAL AMENDMENTS BY THE EXECUTIVE DIRECTOR
19 OF THE OFFICE OF ECONOMIC DEVELOPMENT ("OED");
20 PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING A
21 DEADLINE FOR THE COMPANY TO EXECUTE THE
22 AGREEMENT; AFFIRMING THE PROJECT'S COMPLIANCE
23 WITH THE PUBLIC INVESTMENT POLICY ADOPTED BY
24 ORDINANCE 2016-382-E, AS AMENDED; REQUESTING
25 TWO-READING PASSAGE PURSUANT TO COUNCIL RULE
26 3.305; PROVIDING AN EFFECTIVE DATE.

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28 **WHEREAS,** CertainTeed Gypsum Operating Company, LLC (the
29 "Company") has committed to create 32 permanent full-time equivalent
30 new jobs in Jacksonville with an average salary, exclusive of
31 benefits, of approximately \$45,000 per annum by December 31, 2024,

1 all as further described in the Project Summary attached hereto as
2 **Exhibit 1** and incorporated herein by this reference; and

3 **WHEREAS**, the project parcel is located in a level 2 distressed
4 area, and such average wage is at least sixty percent of the Duval
5 County average annual wage; and

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

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

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

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

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

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

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

29 (c) Enhancement of the City's tax base and revenues, are matters
30 of State and City policy and State and City concern in order that the
31 State and its counties and municipalities, including the City, shall

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

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

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

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

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

27 **Section 2. Economic Development Agreement Approved.** There
28 is hereby approved, and the Mayor and Corporation Secretary are
29 authorized to execute and deliver, for and on behalf of the City, an
30 agreement between the City and the Company, substantially in the form
31 placed **On File** with the Office of Legislative Services (with such

1 "technical" changes as herein authorized), for the purpose of
2 implementing the recommendations of the OED, as are further described
3 in the Project Summary attached hereto as **Exhibit 1**.

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

20 **Section 3. Payment of REV Grant.**

21 (a) The REV Grant shall not be deemed to constitute a debt,
22 liability, or obligation of the City or of the State of Florida or
23 any political subdivision thereof within the meaning of any
24 constitutional or statutory limitation, or a pledge of the faith and
25 credit or taxing power of the City or of the State of Florida or any
26 political subdivision thereof, but shall be payable solely from the
27 funds provided therefor as provided in this Section. The Agreement
28 shall contain a statement to the effect that the City shall not be
29 obligated to pay any installment of its financial assistance to the
30 Company except from the non-ad valorem revenues or other legally
31 available funds provided for that purpose, that neither the faith and

1 credit nor the taxing power of the City or of the State of Florida
2 or any political subdivision thereof is pledged to the payment of any
3 portion of such financial assistance, and that the Company, or any
4 person, firm or entity claiming by, through or under the Company, or
5 any other person whomsoever, shall never have any right, directly or
6 indirectly, to compel the exercise of the ad valorem taxing power of
7 the City or of the State of Florida or any political subdivision
8 thereof for the payment of any portion of such financial assistance.

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

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

27 **Section 5. Further Authorizations.** The Mayor, or his
28 designee, and the Corporation Secretary, are hereby authorized to
29 execute and deliver the Agreement and all other contracts and
30 documents and otherwise take all necessary action in connection
31 therewith and herewith. The Executive Director of the OED, as contract

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

10 **Section 6. Oversight Department.** The OED shall oversee the
11 Project described herein.

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

21 **Section 8. Public Investment Policy.** This Resolution
22 conforms to the guidelines provided in the Public Investment Policy
23 adopted by City Council Ordinance 2016-382-E, as amended.

24 **Section 9. Requesting Two Reading Passage Pursuant to**
25 **Council Rule 3.305.** Two reading passage of this legislation is
26 requested pursuant to Council Rule 3.305.

27 **Section 10. Effective Date.** This Resolution shall become
28 effective upon signature by the Mayor or upon becoming effective
29 without the Mayor's signature.
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1 Form Approved:

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3 /s/ John Sawyer

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

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