

1 Introduced by the Council President at the request of the Mayor and  
2 amended by the Finance Committee:  
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5 **RESOLUTION 2021-704-A**

6 A RESOLUTION MAKING CERTAIN FINDINGS AND  
7 APPROPRIATING \$300,000 FROM THE NORTHWEST OED  
8 FUND/TRANSFER FROM FUND BALANCE FOR THE PURPOSE  
9 OF PROVIDING A \$300,000 NORTHWEST JACKSONVILLE  
10 ECONOMIC DEVELOPMENT FUND BUSINESS  
11 INFRASTRUCTURE GRANT TO CONCEPT DEVELOPMENT,  
12 INC. ("COMPANY"), AS INITIATED BY B.T. 21-129,  
13 IN CONNECTION WITH THE COMPANY'S ENVIRONMENTAL  
14 REMEDIATION OF A BROWNFIELD SITE AND  
15 CONSTRUCTION OF AN APPROXIMATELY 10,640 SQUARE  
16 FEET RETAIL FACILITY LOCATED GENERALLY AT 1040  
17 E. 8<sup>TH</sup> STREET IN NORTHWEST JACKSONVILLE, FLORIDA  
18 ("PROJECT"); AUTHORIZING LOAN FORGIVENESS OF THE  
19 REMAINING \$47,500 BALANCE OF THAT CERTAIN  
20 BROWNFIELDS CLEANUP REVOLVING LOAN MADE BY THE  
21 CITY TO DESTINED FOR A CHANGE, INC. IN  
22 CONNECTION WITH THE PROJECT PARCEL; APPROVING  
23 AND AUTHORIZING THE EXECUTION OF AN ECONOMIC  
24 DEVELOPMENT AGREEMENT ("AGREEMENT") BETWEEN THE  
25 CITY OF JACKSONVILLE ("CITY") AND THE COMPANY TO  
26 SUPPORT THE PROJECT; APPROVING AND AUTHORIZING  
27 THE EXECUTION OF DOCUMENTS BY THE MAYOR, OR HIS  
28 DESIGNEE, AND CORPORATION SECRETARY;  
29 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY  
30 THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC

1 DEVELOPMENT ("OED"); PROVIDING FOR OVERSIGHT BY  
2 THE OED; PROVIDING A DEADLINE FOR THE COMPANY TO  
3 EXECUTE THE AGREEMENT; WAIVER OF THE PUBLIC  
4 INVESTMENT POLICY ADOPTED BY ORDINANCE 2016-382-  
5 E, AS AMENDED; REQUESTING TWO-READING PASSAGE  
6 PURSUANT TO COUNCIL RULE 3.305; PROVIDING AN  
7 EFFECTIVE DATE.

8  
9 **WHEREAS**, Concept Development, Inc. (the "Company") has committed  
10 to remediate an approximately 3.5 acre Brownfields Superfund Site in  
11 Northwest Jacksonville and construct on a portion thereof an  
12 approximately 10,640 sq. ft. retail building, all as further described  
13 in the Project Summary attached hereto as **Exhibit 1** and incorporated  
14 herein by this reference; and

15 **WHEREAS**, the project parcel is located in a level 2 distressed  
16 area; and

17 **WHEREAS**, for the reasons more fully described in the Project  
18 Summary, the payment of the BIG Grant in such amount serves a  
19 paramount public purpose; and

20 **WHEREAS**, the OED has reviewed the application submitted by the  
21 Company for community development; and, together with representatives  
22 of the City, negotiated the Agreement. Accordingly, based upon the  
23 contents of the Agreement, it has been determined that the Agreement  
24 and the uses contemplated therein and Loan termination authorized  
25 hereby to be in the public interest, and that the public actions and  
26 financial assistance contemplated in the Agreement take into account  
27 and give consideration to the long-term public interests and public  
28 interest benefits to be achieved by the City; and

29 **WHEREAS**, the Company has requested the City to enter into an  
30 agreement in substantially the form placed **Revised On File** with the  
31 Office of Legislative Services; now therefore,

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

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

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

5           (b) The location of the Company's Project in Jacksonville,  
6 Florida, is more particularly described in the Agreement. The Project  
7 will promote and further the public and municipal purposes of the  
8 City.

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

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

26           (e) The Company is qualified to carry out and complete the  
27 construction and equipping of the Project, in accordance with the  
28 Agreement.

29           (f) The authorizations provided by this Resolution are for  
30 public uses and purposes for which the City may use its powers as a  
31 county, municipality and as a political subdivision of the State of

1 Florida and may expend public funds, and the necessity in the public  
2 interest for the provisions herein enacted is hereby declared as a  
3 matter of legislative determination.

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

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

11 (B.T. 21-129, attached hereto as **Exhibit 2** and incorporated herein  
12 by this reference):

13 (a) Appropriated from:

14 See B.T. 21-129 \$300,000

15 (b) Appropriated to:

16 See B.T. 21-129 \$300,000

17 (c) **Explanation of Appropriation**

18 The funding above appropriates \$300,000 from the Northwest  
19 Jacksonville Economic Development Fund - Fund Balance, to  
20 provide a \$300,000 BIG Grant to the Company.

21 **Section 3. Purpose.** The purpose of the appropriation in  
22 Section 2 is to provide funding to the Company in the form of a  
23 \$300,000 Northwest Jacksonville Business Infrastructure Grant to the  
24 Company to partially offset the costs of environmental remediation  
25 of the project parcel and construction of an approximately 10,640 sq.  
26 ft. retail facility on a portion thereof. The NWJEDF Advisory Board  
27 recommended City Council's approval of the Company's grant  
28 application at its August 24, 2021 meeting.

29 **Section 4. Loan Forgiveness and Termination.** The City  
30 hereby forgives the remaining \$47,500 outstanding balance under that  
31 certain Brownfields Cleanup Revolving Loan Agreement dated August 18,

1 2011, as amended, and related loan documents from the City to Destined  
2 for a Change, Inc., in the original principal amount of \$60,000 (the  
3 "Loan"). The Mayor, or his designee, and corporation secretary are  
4 hereby authorized to execute such documents as necessary to forgive  
5 and terminate the Loan.

6 **Section 5. Economic Development Agreement Approved.** There  
7 is hereby approved, and the Mayor and Corporation Secretary are  
8 authorized to execute and deliver, for and on behalf of the City, an  
9 agreement between the City and the Company, substantially in the form  
10 placed **Revised On File** with the Office of Legislative Services (with  
11 such "technical" changes as herein authorized), for the purpose of  
12 implementing the recommendations of the OED, as are further described  
13 in the Project Summary attached hereto as **Exhibit 1**.

14 The Agreement may include such additions, deletions and changes  
15 as may be reasonable, necessary and incidental for carrying out the  
16 purposes thereof, as may be acceptable to the Mayor, or his designee,  
17 with such inclusion and acceptance being evidenced by execution of  
18 the Agreement by the Mayor or his designee. No modification to the  
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 plan, which have no financial impact.

30 **Section 6. Designation of Authorized Official/OED Contract**  
31 **Monitor.** The Mayor is designated as the authorized official of the

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

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

29 **Section 8. Oversight Department.** The OED shall oversee the  
30 Project described herein.

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

10           **Section 10.           Waiver of Public Investment Policy.**    The  
11 requirements of the Public Investment Policy adopted by City Council  
12 Ordinance 2016-382-E, as amended, are waived to authorize a BIG Grant  
13 in excess of \$100,000 and to authorize NWJEDF BIG funding in excess  
14 of \$250,000 in the aggregate.    The waiver is justified due to the  
15 fact that the Project will result in environmental remediation of a  
16 Brownfield Superfund site located within a Level 2 Distress Area and  
17 cause private capital investment in the Project in the estimated  
18 amount of \$2,119,864.

19           **Section 11.           Requesting Two Reading Passage Pursuant to**  
20 **Council Rule 3.305.**    Two reading passage of this legislation is  
21 requested pursuant to Council Rule 3.305.

22           **Section 12.           Effective Date.**    This Resolution shall become  
23 effective upon signature by the Mayor or upon becoming effective  
24 without the Mayor's signature.

25  
26 Form Approved:

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28           /s/ Paige H. Johnston          

29 Office of General Counsel

30 Legislation Prepared By: John Sawyer

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