

1 Introduced by the Council President at the request of the Mayor:
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4 **RESOLUTION 2026-326**

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 THE WINN-DIXIE COMPANY, LLC ("COMPANY"), TO
10 SUPPORT THE RENOVATION AND EXPANSION OF THE
11 COMPANY'S EXISTING HEADQUARTERS AND RENOVATION
12 OF FOURTEEN EXISTING FULL-SERVICE GROCERY STORES
13 WITHIN THE CITY (COLLECTIVELY, THE "PROJECT");
14 AUTHORIZING A TWENTY-YEAR RECAPTURE ENHANCED
15 VALUE (REV) GRANT IN THE MAXIMUM AMOUNT OF
16 \$5,500,000; AUTHORIZING A HEADQUARTERS
17 RETENTION GRANT TO THE COMPANY IN AN AMOUNT NOT
18 TO EXCEED \$6,500,000, PAYABLE IN EQUAL ANNUAL
19 DISBURSEMENTS OF \$1,300,000 OVER A FIVE YEAR
20 PERIOD; APPROVING AND AUTHORIZING THE EXECUTION
21 OF DOCUMENTS BY THE MAYOR, OR HER DESIGNEE, AND
22 CORPORATION SECRETARY; AUTHORIZING APPROVAL OF
23 TECHNICAL AMENDMENTS BY THE EXECUTIVE DIRECTOR
24 OF THE OFFICE OF ECONOMIC DEVELOPMENT ("OED");
25 PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING A
26 DEADLINE FOR THE COMPANY TO EXECUTE THE
27 AGREEMENT; WAIVING THE PUBLIC INVESTMENT POLICY
28 ADOPTED BY 2024-286-E, AS AMENDED, TO AUTHORIZE
29 THE HEADQUARTERS GRANT; REQUESTING TWO-READING
30 PASSAGE PURSUANT TO COUNCIL RULE 3.305;
31 PROVIDING AN EFFECTIVE DATE.

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2 **WHEREAS**, The Winn-Dixie Company, LLC (the "Company") has
3 submitted its proposal to the Office of Economic Development to
4 renovate and expands its existing headquarters and to renovate and
5 maintain fourteen of its existing full-service grocery stores, which
6 is anticipated to cause a private capital investment of \$65,000,000
7 and create 200 new jobs with an average annual salary of \$100,000 by
8 December 31, 2031; and

9 **WHEREAS**, for the reasons more fully described herein and in the
10 economic development agreement ("Agreement") placed **On File** with the
11 Legislative Services Division, the payment of the REV Grant and
12 Headquarters Grant in such amounts serves a paramount public purpose;
13 and

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

23 **WHEREAS**, the Company has requested the City to enter into an
24 agreement in substantially the form placed **On File** with the
25 Legislative Services Division; now therefore,

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

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

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

30 (b) The location of the Company's Project in Jacksonville,
31 Florida, is more particularly described in the Agreement. The Project

1 will promote and further the public and municipal purposes of the
2 City.

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

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

20 (e) The Company is qualified to carry out and complete the
21 construction and equipping of the Project, in accordance with the
22 Agreement.

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

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

1 **Section 2. Economic Development Agreement Approved.** There
2 is hereby approved, and the Mayor and Corporation Secretary are
3 authorized to execute and deliver, for and on behalf of the City, an
4 economic development agreement ("Agreement") between the City and the
5 Company, substantially in the form placed **On File** with the Office of
6 Legislative Services (with such "technical" changes as herein
7 authorized), for the purpose of implementing the recommendations of
8 the OED.

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

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

26 (a) The REV Grant shall not be deemed to constitute a debt,
27 liability, or obligation of the City or of the State of Florida or
28 any political subdivision thereof within the meaning of any
29 constitutional or statutory limitation, or a pledge of the faith and
30 credit or taxing power of the City or of the State of Florida or any
31 political subdivision thereof, but shall be payable solely from the

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

14 (b) The Mayor, or her designee, is hereby authorized to and
15 shall disburse the annual installments of the REV Grant as provided
16 in this Section in accordance with this Resolution and the Agreement.

17 **Section 4. Payment of Headquarters Grant.** The Headquarters
18 Grant is hereby authorized, and, subject to a subsequent appropriation
19 by the City Council therefor, the City is authorized to disburse the
20 Headquarters Grant to the Company in the maximum amount of \$6,500,000
21 over a five-year period, subject to the terms and conditions of the
22 Agreement.

23 **Section 5. Designation of Authorized Official/OED Contract**
24 **Monitor.** The Mayor is designated as the authorized official of the
25 City for the purpose of executing and delivering any contracts and
26 documents and furnishing such information, data and documents for the
27 Agreement and related documents as may be required and otherwise to
28 act as the authorized official of the City in connection with the
29 Agreement, and is further authorized to designate one or more other
30 officials of the City to exercise any of the foregoing authorizations
31 and to furnish or cause to be furnished such information and take or

1 cause to be taken such action as may be necessary to enable the City
2 to implement the Agreement according to its terms. The OED is hereby
3 required to administer and monitor the Agreement and to handle the
4 City's responsibilities thereunder, including the City's
5 responsibilities under such Agreement working with and supported by
6 all relevant City departments.

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

21 **Section 7. Oversight Department.** The OED shall oversee the
22 Project described herein.

23 **Section 8. Execution of Agreement.** If the Agreement
24 approved by this Resolution has not been signed by the Company within
25 ninety (90) days after the OED delivers or mails the unexecuted
26 Agreement to the Company for execution, then the City Council
27 approvals in this Resolution and authorization for the Mayor to
28 execute the Agreement are automatically revoked; provided, however,
29 that the Executive Director of the OED shall have the authority to
30 extend such ninety (90) day period in writing at his discretion for
31 up to an additional ninety (90) days.

1 **Section 9. Waiver of Public Investment Policy.** The
2 requirements of the Public Investment Policy ("PIP") adopted by
3 Ordinance 2024-286-E, as amended, are waived to authorize a
4 Headquarters Grant for the Company that is not currently authorized
5 under the PIP. This waiver is justified as the Project is expected
6 to generate a private capital investment of \$65,000,000 and an
7 increase in ad valorem taxes payable to the City and the Duval County
8 School Board. In addition, it is anticipated that the Project will
9 create 200 new jobs with an average annual wage of \$100,000.

10 **Section 10. Requesting Two Reading Passage Pursuant to**
11 **Council Rule 3.305.** Two reading passage of this legislation is
12 requested pursuant to Council Rule 3.305.

13 **Section 11. Effective Date.** This Resolution shall become
14 effective upon signature by the Mayor or upon becoming effective
15 without the Mayor's signature.

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17 Form Approved:

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19 /S/ John Sawyer

20 Office of General Counsel

21 Legislation Prepared By: John Sawyer

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