

1 Introduced by the Council President at the request of the DIA:  
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4 **ORDINANCE 2023-622**

5 AN ORDINANCE MAKING CERTAIN FINDINGS AND  
6 AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO  
7 EXECUTE: (1) AN AMENDED AND RESTATED  
8 REDEVELOPMENT AGREEMENT ("AMENDED RDA"); AND (2)  
9 AN AMENDED AND RESTATED CRA INFRASTRUCTURE  
10 IMPROVEMENTS COSTS DISBURSEMENT AGREEMENT  
11 ("DISBURSEMENT AGREEMENT"), AMONG THE CITY OF  
12 JACKSONVILLE, ELEMENTS DEVELOPMENT OF  
13 JACKSONVILLE, LLC AND THE DISTRICT COMMUNITY  
14 DEVELOPMENT DISTRICT TO EXPAND THE SIZE OF THE  
15 PROJECT PARCEL BY APPROXIMATELY 1.2 ACRES, AND  
16 AUTHORIZE CERTAIN ADDITIONAL PROPERTY TO BE  
17 ADDED TO THE PROJECT PARCEL IF LATER ACQUIRED BY  
18 THE DEVELOPER, INCREASE THE NUMBER OF  
19 RESIDENTIAL UNITS BY APPROXIMATELY 220 UNITS,  
20 INCREASE THE NUMBER OF HOTEL ROOMS BY  
21 APPROXIMATELY 53, REDUCE THE AMOUNT OF RETAIL  
22 SPACE BY APPROXIMATELY 13,200 SQUARE FEET,  
23 INCREASE THE MAXIMUM AMOUNT OF THE REV GRANT  
24 FROM \$56,025,000 TO \$97,986,000 AS A RESULT OF  
25 INCREASED COSTS DUE TO MARKET CONDITIONS,  
26 CLARIFY LOCATION OF DEDICATED PUBLIC PARKING  
27 SPACES, CLARIFY AND EXTEND CERTAIN DATES WITHIN  
28 THE PERFORMANCE SCHEDULE, WITH COMPLETION OF THE  
29 CRA INFRASTRUCTURE IMPROVEMENTS BY DECEMBER 31,  
30 2024, AND TO MAKE ALL OTHER NECESSARY CHANGES TO  
31 THE RDA, INTERLOCAL AGREEMENT, DISBURSEMENT

1           AGREEMENT AND RELATED DOCUMENTS TO EFFECTUATE  
2           THE FOREGOING CHANGES, WITH ALL OTHER TERMS AND  
3           CONDITIONS REMAINING UNCHANGED; AUTHORIZING THE  
4           EXECUTION OF ALL DOCUMENTS RELATING TO THE ABOVE  
5           AGREEMENTS AND TRANSACTIONS, AND AUTHORIZING  
6           TECHNICAL CHANGES TO THE DOCUMENTS; AUTHORIZING  
7           AN INCREASE OF \$41,961,000 TO THE \$56,025,000  
8           RECAPTURE ENHANCED VALUE (REV) GRANT PREVIOUSLY  
9           AUTHORIZED BY ORDINANCE 2018-313-E; PROVIDING AN  
10          EFFECTIVE DATE.

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12          **WHEREAS,** Elements Development of Jacksonville, LLC  
13          ("Developer"), the City of Jacksonville ("City") and the Downtown  
14          Investment Authority ("DIA") previously entered into that certain  
15          Redevelopment Agreement dated July 12, 2018, as authorized by  
16          Ordinance 2018-313-E, as amended by that certain First Amendment to  
17          Redevelopment Agreement and CRA Infrastructure Improvements Costs  
18          Disbursement Agreement dated May 4, 2021, as authorized by Ordinance  
19          2021-158-E (collectively, the "Redevelopment Agreement") for the  
20          redevelopment of the property known generally as the JEA Southside  
21          Generator Parcel, on which Developer intends to cause the development  
22          of a mixed use master planned development, originally anticipated to  
23          include approximately 950 residential units, 147 hotel rooms, 200,000  
24          square feet of Class A Office Space, 134,600 square feet of retail  
25          space, and 125 marina slips, at an estimated cost of \$280,000,000  
26          (the "District Project"), as further detailed in the Redevelopment  
27          Agreement (inclusive of the documents and exhibits attached thereto,  
28          the "Redevelopment Agreement"); and

29          **WHEREAS,** the Developer desires to increase the scope of the  
30          project to include 1,170 residential units, 200 hotel rooms, 200,000  
31          square feet of Class A Office Space, 121,400 square feet of retail

1 space, 125 marina slips, with an estimated total cost (inclusive of  
2 the CRA Infrastructure Improvements and CDD Infrastructure  
3 Improvements) of \$693,396,943; and

4 **WHEREAS**, the Developer and the CDD have been diligently pursuing  
5 completion of the design and permitting of the CDD Infrastructure  
6 Improvements and CRA Infrastructure Improvements, inclusive of  
7 bulkhead improvements, the Riverwalk installation, park design,  
8 roadway and parking facilities, and have commenced construction on  
9 portions of the same; and

10 **WHEREAS**, the Developer, CDD, DIA and the City desire to amend  
11 the Redevelopment Agreement to: (i) increase the scope of the project  
12 as referenced herein; (ii) allow the use of up to six general  
13 contractors for the construction of the CRA Infrastructure  
14 Improvements so that the bulkhead portion of the CRA Infrastructure  
15 Improvements may proceed in advance of the remainder of the CRA  
16 Infrastructure Improvements project, and to authorize the Director  
17 of Public Works to jointly approve the use of up to one additional  
18 general contractor for certain portions of the project; and (iii) to  
19 increase the maximum amount of the REV Grant from \$56,025,000 to  
20 \$97,986,000, with all other terms and conditions of the Redevelopment  
21 Agreement remaining unchanged; and

22 **WHEREAS**, The Developer has agreed to fund the additional costs  
23 incurred by the City and DIA for CEI services to oversee the multiple  
24 contractors; and

25 **WHEREAS**, on May 19, 2023, the DIA approved a resolution (the  
26 "Resolution") to enter into an amended and restated redevelopment  
27 agreement and related documents, said Resolution being attached  
28 hereto as **Exhibit 1**; and

29 **WHEREAS**, it has been determined to be in the interest of the  
30 City and DIA to enter into the amended and restated redevelopment  
31 agreement and related documents and approve of and adopt the matters

1 set forth in this Ordinance; now therefore

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

3 **Section 1. Recitals.** The recitals set forth herein are true  
4 and correct.

5 **Section 2. Execution of Agreements.** The Mayor, or her  
6 authorized designee, and the Corporation Secretary are hereby  
7 authorized to execute and deliver the Amended and Restated  
8 Redevelopment Agreement and Amended and Restated CRA Infrastructure  
9 Costs Disbursement Agreement and related documents (collectively, the  
10 "Agreements") substantially in the form placed **On File** with the  
11 Legislative Services Division (with such "technical" changes as  
12 herein authorized), for the purpose of implementing the matters set  
13 forth in this Ordinance.

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

30 **Section 3. Further Authorizations.** The Mayor, or her  
31 designee, and the Corporation Secretary, are hereby authorized to

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

13 **Section 4. Payment of REV Grant.**

14 (a) The REV Grant in the amount not to exceed \$97,986,000,  
15 comprised of the \$56,025,000 authorized by Ordinance 2018-313-E, and  
16 an additional \$41,961,000 authorized hereby, the terms of which are  
17 more specifically described in the Redevelopment Agreement, shall not  
18 be deemed to constitute a debt, liability, or obligation of the City,  
19 DIA or of the State of Florida or any political subdivision thereof  
20 within the meaning of any constitutional or statutory limitation, or  
21 a pledge of the faith and credit or taxing power of the City or of  
22 the State of Florida or any political subdivision thereof, but shall  
23 be payable solely from the funds provided therefor as provided in  
24 this Section. The Redevelopment Agreement shall contain a statement  
25 to the effect that the City and DIA shall not be obligated to pay any  
26 installment of its financial assistance to the Developer or CDD except  
27 from the non-ad valorem revenues or other legally available funds  
28 provided for that purpose, that neither the faith and credit nor the  
29 taxing power of the City, DIA or of the State of Florida or any  
30 political subdivision thereof is pledged to the payment of any portion  
31 of such financial assistance, and that the Developer, CDD, or any

1 person, firm or entity claiming by, through or under the Developer  
2 or CDD, or any other person whomsoever, shall never have any right,  
3 directly or indirectly, to compel the exercise of the ad valorem  
4 taxing power of the City, DIA or of the State of Florida or any  
5 political subdivision thereof for the payment of any portion of such  
6 financial assistance.

7 (b) The Mayor, or her designee, is hereby authorized to and  
8 shall disburse the annual installments of the REV Grant to the CDD  
9 as provided in this Section in accordance with this Ordinance and the  
10 Redevelopment Agreement.

11 **Section 5. Effective Date.** This Ordinance shall become  
12 effective upon signature by the Mayor or upon becoming effective  
13 without the Mayor's signature.

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16 Form Approved:

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18  /s/ John Sawyer

19 Office of General Counsel

20 Legislation Prepared By: John Sawyer

21 GC-#1582805-V5-Leg\_\_2023-\_\_Elements\_Development\_-\_Riversedge\_-\_Amended\_Restated\_RDA.Docx