

1 Introduced by the Council President at the request of the DIA and  
2 amended by the Neighborhoods, Community Services, Public Health and  
3 Safety Committee:  
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6 **ORDINANCE 2026-143-E**

7 AN ORDINANCE AUTHORIZING THE MAYOR, OR HER  
8 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE  
9 AMENDMENT ONE TO THE REDEVELOPMENT AGREEMENT  
10 (THE "FIRST AMENDMENT"), PREVIOUSLY AUTHORIZED  
11 BY ORDINANCE 2023-89-E, BETWEEN THE CITY OF  
12 JACKSONVILLE ("CITY"), DOWNTOWN INVESTMENT  
13 AUTHORITY ("DIA"), AND AR POLAR JACKSONVILLE,  
14 LLC ("AR POLAR"); AUTHORIZING THE EXECUTION OF  
15 ALL DOCUMENTS RELATING TO THE ABOVE AGREEMENTS  
16 AND TRANSACTIONS, AND AUTHORIZING TECHNICAL  
17 CHANGES TO THE DOCUMENTS; DESIGNATION OF  
18 AUTHORIZED OFFICIAL AND THE DIA AS CONTRACT  
19 MONITOR; PROVIDING FOR CITY OVERSIGHT BY THE  
20 DIA; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS  
21 RELATING TO THE ABOVE AGREEMENT(S), AND  
22 AUTHORIZING TECHNICAL CHANGES TO THE DOCUMENTS;  
23 PROVIDING AN EFFECTIVE DATE.  
24

25 **WHEREAS,** the City of Jacksonville ("City"), Downtown  
26 Investment Authority ("DIA"), and AR Polar Jacksonville, LLC ("AR  
27 Polar") have previously entered into a Redevelopment Agreement dated  
28 April 1, 2023 (the "RDA"), as authorized by Ordinance 2023-89-E,  
29 providing for conveyance by AR Polar of an approximately 1.6 acre  
30 parcel of real property to the City for the purpose of construction  
31 of a marine fire station and fire vessel mooring facility in

1 consideration of either (i) payment by the City to AR Polar in the  
2 amount of three million fifty-five thousand dollars (\$3,055,000.00)  
3 (the "Purchase Price") or (ii) conveyance by the City to AR Polar of  
4 certain City-owned property located within the Combined Northbank  
5 Downtown Redevelopment Area (the "Option"); and

6 **WHEREAS**, the RDA, in part, provides a performance schedule  
7 that (i) established a deadline to exercise the Option of March 31,  
8 2028 and (ii) established City performance requirements for City  
9 right-of-way improvements and fire station construction (the  
10 "Performance Schedule"); and

11 **WHEREAS**, AR Polar and the DIA wish to amend certain performance  
12 milestones within the RDA, including providing (i) an extension of  
13 the date for the City's commencement of fire station construction,  
14 (ii) an extension of the date for the City's completion of the  
15 Festival Park Improvements, and (iii) a two-year extension of AR  
16 Polar's time to exercise the Option; and

17 **WHEREAS**, on December 17, 2025 the DIA Board approved Resolution  
18 2025-12-01 recommending City Council's approval of amendment to RDA's  
19 the Performance Schedule and authorizing the DIA Chief Executive  
20 Officer to execute Amendment One to the Redevelopment Agreement, said  
21 Resolution being attached hereto as **Exhibit 1**; and

22 **WHEREAS**, it has been determined to be in the interest of the  
23 City to enter into Amendment One to the Redevelopment Agreement and  
24 related agreements authorized hereby and approve of and adopt the  
25 matters set forth in this Ordinance; now therefore

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

27 **Section 1. Execution of Agreement.** The Mayor (or her  
28 authorized designee) and the Corporation Secretary are hereby  
29 authorized to execute and deliver Amendment One to the Redevelopment  
30 Agreement (the "First Amendment") substantially in the form as  
31 attached hereto as **Exhibit 2** (with such "technical" changes as herein

1 authorized), for the purpose of implementing the recommendations of  
2 the DIA as further described in the First Amendment.

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

20 **Section 2. Designation of Authorized Official and DIA as**  
21 **Contract Monitor.** The Chief Executive Officer of the DIA is  
22 designated as the authorized official of the City for the purpose of  
23 (i) executing and delivering the First Amendment; (ii) executing any  
24 additional contracts and documents and furnishing such information,  
25 data, and documents for the First Amendment and related documents as  
26 may be required; (iii) otherwise acting as the authorized official  
27 of the City in connection with the RDA, as amended; and (iv) taking  
28 or causing to be taken such action as may be necessary to enable the  
29 City to implement the RDA according to its terms. The DIA is hereby  
30 required to administer and monitor the Redevelopment Agreement, as  
31 amended, and related agreements referenced therein and to handle the

1 City's responsibilities thereunder, including the City's  
2 responsibilities under such agreements working with and supported by  
3 all relevant City departments.

4 **Section 3. Oversight Department.** The DIA shall oversee the  
5 property conveyances and projects described herein.

6 **Section 4. Further Authorizations.** The Chief Executive  
7 Officer of the DIA, or his designee, is hereby authorized to execute  
8 the Agreement(s) contemplated herein, and all other contracts and  
9 documents and otherwise take all necessary action in connection  
10 therewith and herewith. The Chief Executive Officer of the DIA is  
11 further authorized to negotiate and execute all necessary changes and  
12 amendments to the Agreement(s) and other contracts and documents, to  
13 effectuate the purposes of this Ordinance, without further Council  
14 action, provided such changes and amendments are limited to amendments  
15 that are technical in nature (as described in Section 1 hereof), and  
16 further provided that all such amendments shall be subject to  
17 appropriate legal review and approval by the General Counsel, or his  
18 or her designee, and all other appropriate official action required  
19 by law.

20 **Section 5. Effective Date.** This Ordinance shall become  
21 effective upon signature by the Mayor or upon becoming effective  
22 without the Mayor's signature.

23  
24 Form Approved:

25  
26 /s/ Mary E. Staffopoulos

27 Office of General Counsel

28 Legislation Prepared By: Rebecca Lavie

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