

1 Introduced by the Council President at the request of the Mayor and  
2 amended by the Finance Committee:  
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5 **ORDINANCE 2022-118-E**

6 A ORDINANCE MAKING CERTAIN FINDINGS, AND  
7 APPROVING AND AUTHORIZING THE EXECUTION OF AN  
8 ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT")  
9 BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND  
10 PRITCHARD HOSPITALITY, LLC ("COMPANY"), TO  
11 SUPPORT THE DEVELOPMENT OF AN 82 UNIT LIMITED-  
12 SERVICE MOTEL PROJECT GENERALLY LOCATED AT 4142  
13 PERIMETER INDUSTRIAL PARKWAY WEST IN THE CITY  
14 ("PROJECT"); AUTHORIZING A \$290,000 RECAPTURE  
15 ENHANCED VALUE PROGRAM GRANT ("REV GRANT");  
16 APPROVING AND AUTHORIZING THE EXECUTION OF  
17 DOCUMENTS BY THE MAYOR, OR HIS DESIGNEE, AND  
18 CORPORATION SECRETARY; AUTHORIZING APPROVAL OF  
19 TECHNICAL AMENDMENTS BY THE EXECUTIVE DIRECTOR  
20 OF THE OFFICE OF ECONOMIC DEVELOPMENT ("OED");  
21 PROVIDING FOR OVERSIGHT BY THE OED; WAIVER OF  
22 THAT PORTION OF THE PUBLIC INVESTMENT POLICY  
23 ADOPTED BY ORDINANCE 2016-382-E WHICH WOULD  
24 REQUIRE THAT IN ORDER FOR A PROJECT TO RECEIVE  
25 A REV GRANT THE COMPANY IS REQUIRED TO BE IN A  
26 TARGETED INDUSTRY AND PAY WAGES EQUAL TO 100  
27 PERCENT OF THE STATE OF FLORIDA AVERAGE WAGE;  
28 REQUESTING TWO-READING PASSAGE PURSUANT TO  
29 COUNCIL RULE 3.305; PROVIDING AN EFFECTIVE DATE.

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31 **WHEREAS,** Pritchard Hospitality, LLC (the "Company") has

1 committed to construct an 82 unit limited-service motel, with an  
2 anticipated private capital investment of \$13,300,000, all as further  
3 described in the Project Summary attached hereto as **Exhibit 1** and  
4 incorporated herein by this reference; and

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

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

17 **WHEREAS**, the KSC/CRA approved the REV Grant and Agreement,  
18 subject to Council waiver of the Public Investment Policy, as set  
19 forth herein, at its meeting on February 8, 2022, via its Resolution  
20 2022-01; and

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

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

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

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

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

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

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

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

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

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

30 **Section 2. Payment of REV Grant.**

31 (a) The REV Grant shall not be deemed to constitute a debt,

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

20 (b) The Mayor, or his designee, is hereby authorized to and  
21 shall disburse the annual installments of the REV Grant as provided  
22 in this Section in accordance with this Ordinance and the Agreement.

23 **Section 3. Economic Development Agreement Approved.** There is  
24 hereby approved, and the Mayor and Corporation Secretary are  
25 authorized to execute and deliver, for and on behalf of the City, an  
26 agreement between the City and the Company, substantially in the form  
27 placed **Revised On File** with the Office of Legislative Services (with  
28 such "technical" changes as herein authorized), for the purpose of  
29 implementing the recommendations of the OED, as are further described  
30 in the Project Summary attached hereto as **Exhibit 1**.

31 The Agreement may include such additions, deletions and changes

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

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

31 **Section 5. Further Authorizations.** The Mayor, or his

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

14 **Section 6. Oversight Department.** The OED shall oversee the  
15 Project described herein.

16 **Section 7. Waiver of Public Investment Policy.** The  
17 following requirements of the Public Investment Policy adopted by  
18 City Council Ordinance 2016-382-E, as amended, are hereby waived:  
19 that in order to provide a REV Grant for the Project, the Company  
20 must be a "Targeted Industry" and that wages must be greater than or  
21 equal to 100 percent of the State of Florida average wage. The waiver  
22 is justified due to the fact that the Project will cause private  
23 capital investment of approximately \$13,300,000 in the Project within  
24 the KingSoutel Crossing Community Redevelopment Area.

25 **Section 8. Requesting Two Reading Passage Pursuant to**  
26 **Council Rule 3.305.** Two reading passage of this legislation is  
27 requested pursuant to Council Rule 3.305.

28 **Section 9. Effective Date.** This Ordinance shall become  
29 effective upon signature by the Mayor or upon becoming effective  
30 without the Mayor's signature.

1 Form Approved:

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3                   /s/ Margaret M. Sidman

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

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