

1 Introduced by the Council President at the request of the DIA:  
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4 **ORDINANCE 2026-143**

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

22  
23 **WHEREAS**, the City of Jacksonville ("City"), Downtown  
24 Investment Authority ("DIA"), and AR Polar Jacksonville, LLC ("AR  
25 Polar") have previously entered into a Redevelopment Agreement dated  
26 April 1, 2023 (the "RDA"), as authorized by Ordinance 2023-89-E,  
27 providing for conveyance by AR Polar of an approximately 1.6 acre  
28 parcel of real property to the City for the purpose of construction  
29 of a marine fire station and fire vessel mooring facility in  
30 consideration of either (i) payment by the City to AR Polar in the  
31 amount of three million fifty-five thousand dollars (\$3,055,000.00)

1 (the "Purchase Price") or (ii) conveyance by the City to AR Polar of  
2 certain City-owned property located within the Combined Northbank  
3 Downtown Redevelopment Area (the "Option"); and

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

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

14 **WHEREAS**, on December 17, 2025 the DIA Board approved Resolution  
15 2025-12-01 recommending City Council's approval of amendment to RDA's  
16 the Performance Schedule and authorizing the DIA Chief Executive  
17 Officer to execute Amendment One to the Redevelopment Agreement, said  
18 Resolution being attached hereto as **Exhibit 1**; and

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

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

24 **Section 1. Execution of Agreement.** The Mayor (or her  
25 authorized designee) and the Corporation Secretary are hereby  
26 authorized to execute and deliver Amendment One to the Redevelopment  
27 Agreement (the "First Amendment") substantially in the form as  
28 attached hereto as **Exhibit 2** (with such "technical" changes as herein  
29 authorized), for the purpose of implementing the recommendations of  
30 the DIA as further described in the First Amendment.

31 The First Amendment may include such additions, deletions and

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

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

