

1 Introduced by the Council President at the request of the Mayor:  
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4 **RESOLUTION 2025-534**

5 A RESOLUTION MAKING CERTAIN FINDINGS, AND  
6 APPROVING AND AUTHORIZING THE EXECUTION OF AN  
7 AMENDED AND RESTATED ECONOMIC DEVELOPMENT  
8 AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF  
9 JACKSONVILLE ("CITY") AND FOC QOF, LLC  
10 ("COMPANY") BY THE MAYOR, OR HER DESIGNEE, AND  
11 CORPORATION SECRETARY, TO SUPPORT THE  
12 RESTORATION AND RENOVATION BY COMPANY OF: (1)  
13 LAND AND BUILDINGS LOCATED AT 2335 MARKET  
14 STREET, 2320 N. LIBERTY STREET, AND 2336 N.  
15 LIBERTY STREET (THE "PHASE ONE IMPROVEMENTS");  
16 AND (2) LAND AND BUILDINGS LOCATED AT 2303  
17 MARKET STREET (THE "PHOENIX BUILDING  
18 IMPROVEMENTS"), AND 2402 MARKET STREET, 2401  
19 HUBBARD STREET, AND THE PARCEL LOCATED AT THE  
20 SOUTHWEST CORNER OF MARKET STREET AND 15<sup>TH</sup> STREET  
21 EAST (THE "BUNKER BUILDING IMPROVEMENTS" AND  
22 TOGETHER WITH THE PHOENIX BUILDING IMPROVEMENTS,  
23 THE "PHASE TWO IMPROVEMENTS"), TO INCLUDE  
24 RESTAURANT IMPROVEMENTS, ARTISTS' STUDIOS, A  
25 MARKET AREA, CO-WORKING SPACES, EVENT SPACE,  
26 OFFICE AND RETAIL SPACE (THE "PROJECT");  
27 AUTHORIZING A FIFTY PERCENT, FIFTEEN YEAR  
28 RECAPTURE ENHANCED VALUE (REV) GRANT IN THE  
29 MAXIMUM AMOUNT NOT TO EXCEED \$1,500,000 IN  
30 CONNECTION WITH THE CONSTRUCTION OF THE  
31 IMPROVEMENTS; APPROVING AND AUTHORIZING A PHASE

ONE INSTALLMENT GRANT IN THE AMOUNT OF \$1,000,000 TO THE COMPANY, PAYABLE AFTER DEMONSTRATION OF \$9,500,000 OF CAPITAL INVESTMENT IN THE PHASE ONE IMPROVEMENTS, TO BE APPROPRIATED BY SUBSEQUENT LEGISLATION; APPROVING AND AUTHORIZING A PHASE ONE COMPLETION GRANT IN THE AMOUNT OF \$1,000,000 TO THE COMPANY UPON SUBSTANTIAL COMPLETION OF THE PHASE ONE IMPROVEMENTS, TO BE APPROPRIATED BY SUBSEQUENT LEGISLATION; APPROVING AND AUTHORIZING A PHASE TWO COMPLETION GRANT IN THE AMOUNT OF \$2,000,000 TO COMPANY, PAYABLE IN TWO INSTALLMENTS OF \$1,000,000 AFTER SUBSTANTIAL COMPLETION OF EACH OF THE BUNKER BUILDING IMPROVEMENTS AND THE PHOENIX BUILDING IMPROVEMENTS, TO BE APPROPRIATED BY SUBSEQUENT LEGISLATION; DESIGNATING THE OED AS CONTRACT MONITOR FOR THE AGREEMENT; PROVIDING FOR CITY OVERSIGHT OF THE PROJECT BY THE DEPARTMENT OF PUBLIC WORKS AND THE OED; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATING TO THE ABOVE AGREEMENTS AND TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES TO THE DOCUMENTS; PROVIDING A DEADLINE FOR THE COMPANY TO EXECUTE THE AGREEMENT; WAIVER OF THE PUBLIC INVESTMENT POLICY ADOPTED BY ORDINANCE 2024-286-E, AS AMENDED, TO AUTHORIZE THE INSTALLMENT GRANT AND COMPLETION GRANTS THAT ARE NOT CURRENTLY AUTHORIZED BY THE PUBLIC INVESTMENT POLICY; PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the City of Jacksonville ("City") and FOC QOF, LLC (the

1 "Company") previously entered into that certain Economic Development  
2 Agreement dated August 1, 2024, City Contract Number 71430-24 (the  
3 "Prior EDA") as authorized by Resolution 2024-418-A; and

4 **WHEREAS**, the Prior EDA provided for the restoration and  
5 renovation of certain land and buildings owned by the Company and  
6 located generally at (1) 2335 Market Street, 2320 N. Liberty Street,  
7 and 2336 N. Liberty Street (the "Phase One Improvements"), and (2)  
8 2303 Market Street (the "Phoenix Building Improvements"), and 2402  
9 Market Street, 2401 Hubbard Street, and the parcel located at the  
10 southwest corner of Market Street and 15th Street East (the "Bunker  
11 Building Improvements" and together with the Phoenix Building  
12 Improvements, the "Phase Two Improvements"), within the City, which  
13 the Company has agreed to develop into restaurant improvements,  
14 artists' studios, a market area, co-working spaces, offices, retail  
15 and event space at an estimated cost of \$37,941,500 (collectively,  
16 the "Project"); and

17 **WHEREAS**, the Prior Agreement provided in part that the Company  
18 substantially complete construction of the Phase One Improvements by  
19 no later than June 30, 2025; and

20 **WHEREAS**, the Company has encountered unanticipated construction  
21 and contracting delays and has been diligently working to resolve  
22 these issues, and has requested a twelve-month extension to the  
23 completion of construction date for the Phase One Improvements, from  
24 June 30, 2025 to June 30, 2026; a corresponding twelve-month  
25 extension to the start of construction date for the Phase Two  
26 Improvements, from January 1, 2025 to January 1, 2026; and a  
27 corresponding twelve-month extension to the completion of  
28 construction date for the Phase Two Improvements, from June 30, 2027  
29 to June 30, 2028; and

30 **WHEREAS**, the Company has also requested a partial payment of  
31 \$1,000,000 of the Phase One Completion Grant payable under the Prior

1 Agreement, upon demonstration by the Company of a minimum of  
2 \$9,500,000 of Capital Investment in the Phase One Improvements; and

3 **WHEREAS,** the Company has requested the City to enter into an  
4 amended and restated economic development agreement which would  
5 amend, restate and replace the Prior Agreement;

6 **WHEREAS,** the Office of Economic Development ("OED") has  
7 reviewed the foregoing requests by the Company, and, together with  
8 representatives of the City, negotiated an amended and restated  
9 economic development agreement in substantially the form placed **On**  
10 **File** with the Legislative Services Division (the "Agreement") which  
11 authorizes: (1) a 15 year, 50% REV Grant in the maximum amount of  
12 \$1,500,000; (2) a Phase One Installment Grant in the amount of  
13 \$1,000,000 payable upon demonstration of \$9,500,000 of Capital  
14 Investment in the Phase One Improvements; (3) a Phase One Completion  
15 Grant in the amount of \$1,000,000 payable upon substantial completion  
16 of the Phase One Improvements; and (4) a Phase Two Completion Grant  
17 in the aggregate amount of \$2,000,000, payable in two, \$1,000,000  
18 installments upon substantial completion of each of the Bunker  
19 Building Improvements and Phoenix Building Improvements, which  
20 comprises the Phase Two Improvements. Accordingly, based upon the  
21 contents of the Agreement, it has been determined that the Agreement  
22 and the uses contemplated therein are in the public interest, that  
23 the public actions and financial assistance contemplated in the  
24 Agreement take into account and give consideration to the long-term  
25 public interests and public interest benefits to be achieved by the  
26 City, and that the REV Grant, Installment Grant and Completion Grants  
27 will enable the Company to develop the property and complete the  
28 Project as further described in the Agreement; and

29 **WHEREAS,** it has been determined to be in the interest of the  
30 City to enter into the Agreement and approve of and adopt the matters  
31 set forth in this Resolution; now therefore

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

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

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

5            (b) The Project will greatly enhance the City and otherwise  
6 promote and further the municipal purposes of the City.

7            (c) The City's assistance for the Project will enable and  
8 facilitate the Project, the Project will enhance and increase the  
9 City's tax base and revenues, and the Project will improve the quality  
10 of life necessary to encourage and attract business expansion in the  
11 City.

12           (d) Enhancement of the City's tax base and revenues are matters  
13 of State and City concern.

14           (e) The Company is qualified to carry out the Project.

15           (f) The authorizations provided by this Resolution are for  
16 public uses and purposes for which the City may use its powers as a  
17 municipality and as a political subdivision of the State of Florida  
18 and may expend public funds, and the necessity in the public interest  
19 for the provisions herein enacted is hereby declared as a matter of  
20 legislative determination.

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

24        **Section 2. Economic Development Agreement Approved.** The Mayor  
25 (or her authorized designee) and the Corporation Secretary are hereby  
26 authorized to execute and deliver the Agreement and related documents  
27 referenced therein (collectively, the "Agreements") substantially in  
28 the form **On File** with the Legislative Services Division (with such  
29 "technical" changes as herein authorized), for the purpose of  
30 implementing the recommendations of the OED.

31        The Agreements 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 her designee,  
3 with such inclusion and acceptance being evidenced by execution of  
4 the Agreements by the Mayor or her designee. No modification to the  
5 Agreements may increase the financial obligations or the liability of  
6 the City or OED and any such modification shall be technical only and  
7 shall be subject to appropriate legal review and approval of the  
8 General Counsel, or his 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 Council approval) design standards, access and site plan,  
15 which have no financial impact.

16 **Section 3. Payment of REV Grant to Company.**

17 (a) The REV Grant in the amount not to exceed \$1,500,000, the  
18 terms of which are more specifically described in the Agreement,  
19 shall not be deemed to constitute a debt, liability, or obligation  
20 of the City or of the State of Florida or any political subdivision  
21 thereof within the meaning of any constitutional or statutory  
22 limitation, or a pledge of the faith and credit or taxing power of  
23 the City or of the State of Florida or any political subdivision  
24 thereof, but shall be payable solely from the funds provided therefor  
25 as provided in this Section. The Agreement shall contain a statement  
26 to the effect that the City shall not be obligated to pay any  
27 installment of its financial assistance to the Company except from  
28 the non-ad valorem revenues or other legally available funds provided  
29 for that purpose, that neither the faith and credit nor the taxing  
30 power of the City or of the State of Florida or any political  
31 subdivision thereof is pledged to the payment of any portion of such

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

7 (b) The OED is hereby authorized to and shall disburse the annual  
8 installments of the REV Grant to the Company as provided in this  
9 Section in accordance with this Resolution and the Agreement.

10 **Section 4. Payment of Phase One Installment Grant to**  
11 **Company.** The Phase One Installment Grant is hereby authorized, and,  
12 subject to subsequent appropriation by Council, the City is authorized  
13 to disburse the Phase One Installment Grant to the Company in an  
14 amount not to exceed \$1,000,000, pursuant to and as set forth in the  
15 Agreement.

16 **Section 5. Payment of Phase One Completion Grant to**  
17 **Company.** The Phase One Completion Grant is hereby authorized, and,  
18 subject to subsequent appropriation by Council, the City is authorized  
19 to disburse the Phase One Completion Grant to the Company in an amount  
20 not to exceed \$1,000,000, pursuant to and as set forth in the  
21 Agreement.

22 **Section 6. Payment of Phase Two Completion Grant to**  
23 **Company.** The Phase Two Completion Grant is hereby authorized, and,  
24 subject to subsequent appropriation by Council, the City is authorized  
25 to disburse the Phase Two Completion Grant to the Company in an amount  
26 not to exceed \$2,000,000, pursuant to and as set forth in the  
27 Agreement.

28 **Section 7. Designation of Authorized Official and OED as**  
29 **Contract Monitor.** The Mayor is designated as the authorized official  
30 of the City for the purpose of executing and delivering any contracts  
31 and documents and furnishing such information, data and documents for

1 the Agreements and related documents as may be required and otherwise  
2 to act as the authorized official of the City in connection with the  
3 Agreements, and is further authorized to designate one or more other  
4 officials of the City to exercise any of the foregoing authorizations  
5 and to furnish or cause to be furnished such information and take or  
6 cause to be taken such action as may be necessary to enable the City  
7 to implement the Agreements according to their terms. The OED is  
8 hereby required to administer and monitor the Agreement and to handle  
9 the City's responsibilities thereunder, including the City's  
10 responsibilities under such agreement working with and supported by  
11 all relevant City departments.

12 **Section 8. Oversight Department.** The Department of Public  
13 Works and the OED shall oversee the Project described herein.

14 **Section 9. Execution of Agreement.** If the Agreement  
15 approved by this Resolution has not been signed by the Company within  
16 ninety (90) days after the OED delivers or mails the unexecuted  
17 Agreement to the Company for execution, then the City Council  
18 approvals in this Resolution and authorization for the Mayor to  
19 execute the Agreement are automatically revoked; provided, however,  
20 that the Executive Director of the OED shall have the authority to  
21 extend such ninety (90) day period in writing at his discretion for  
22 up to an additional ninety (90) days.

23 **Section 10. Further Authorizations.** The Mayor, or her  
24 designee, and the Corporation Secretary, are hereby authorized to  
25 execute the Agreements and all other contracts and documents and  
26 otherwise take all necessary action in connection therewith and  
27 herewith. The Executive Director of the OED, as contract  
28 administrator, is authorized to negotiate and execute all necessary  
29 changes and amendments to the Agreements and other contracts and  
30 documents, to effectuate the purposes of this Resolution, without  
31 further Council action, provided such changes and amendments are



1 limited to amendments that are technical in nature (as described in  
2 Section 2 hereof), and further provided that all such amendments  
3 shall be subject to appropriate legal review and approval by the  
4 General Counsel, or his designee, and all other appropriate official  
5 action required by law.

6       **Section 11. Waiver of Public Investment Policy.** The  
7 requirements of the Public Investment Policy adopted by City Council  
8 Ordinance 2024-286-E, as amended, are waived to authorize the Phase  
9 One Installment Grant and the Phase One and Phase Two Completion  
10 Grants that are not currently authorized under the Public Investment  
11 Policy. The waiver is justified due to the fact that the proposed  
12 Project is expected to generate a private capital investment of  
13 approximately \$37,941,500 and increase ad valorem taxes payable to  
14 the City and Duval County School Board.

15       **Section 12. Effective Date.** This Resolution shall become  
16 effective upon signature by the Mayor or upon becoming effective  
17 without the Mayor's signature.

18  
19 Form Approved:

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21           /s/ Joelle J. Dillard          

22 Office of General Counsel

23 Legislation Prepared By: Joelle J. Dillard

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