

1 Introduced by the Council President at the request of the DIA:
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4 **ORDINANCE 2025-841**

5 AN ORDINANCE AUTHORIZING THE MAYOR, OR HER
6 DESIGNEE, TO EXECUTE: (1) A FIRST AMENDMENT TO
7 THE SECOND AMENDED AND RESTATED REDEVELOPMENT
8 AGREEMENT ("AMENDMENT"), PREVIOUSLY AUTHORIZED
9 BY ORDINANCE 2025-103-E, AMONG THE CITY OF
10 JACKSONVILLE ("CITY"), DOWNTOWN INVESTMENT
11 AUTHORITY ("DIA") AND THE MUSEUM OF SCIENCE AND
12 HISTORY OF JACKSONVILLE, INC. ("MOSH"); AND (2)
13 A FIRST AMENDMENT TO THE MUSEUM IMPROVEMENTS
14 COSTS DISBURSEMENT AGREEMENT BETWEEN THE DIA AND
15 MOSH, TO ALIGN PERFORMANCE SCHEDULES AND REDUCE
16 THE PARKING OBLIGATION FROM 75 PARKING SPACES TO
17 30 PARKING SPACES, AND TO AUTHORIZE THE CHIEF
18 EXECUTIVE OFFICER OF THE DIA, THE DIRECTOR OF
19 PUBLIC WORKS, AND THE DIRECTOR OF PARKS,
20 RECREATION AND COMMUNITY SERVICES TO
21 ADMINISTRATIVELY APPROVE THE FINAL PARCEL LEGAL
22 DESCRIPTIONS FOR THE PROJECT PARCEL, JOINT-USE
23 PARCEL AND PARK PARCEL; PROVIDING FOR CITY
24 OVERSIGHT OF THE PROJECT BY THE DEPARTMENT OF
25 PUBLIC WORKS AND THE DEPARTMENT OF PARKS,
26 RECREATION AND COMMUNITY SERVICES; AUTHORIZING
27 THE EXECUTION OF ALL DOCUMENTS RELATING TO THE
28 ABOVE AGREEMENTS AND TRANSACTIONS, AND
29 AUTHORIZING TECHNICAL CHANGES TO THE DOCUMENTS;
30 PROVIDING AN EFFECTIVE DATE.
31

1 **WHEREAS,** the City of Jacksonville ("City"), Downtown
2 Investment Authority ("DIA"), and the Museum of Science and History
3 of Jacksonville, Inc. ("MOSH") have previously entered into a Second
4 Amended and Restated Redevelopment Agreement ("RDA") dated May 20,
5 2025, and the DIA and MOSH have also entered into a Museum
6 Improvements Costs Disbursement Agreement dated May 20, 2025 (as
7 amended, the "Disbursement Agreement"), each as authorized by
8 Ordinance 2025-103-E, to redevelop an approximately 2.5-acre parcel
9 of City-owned real property located within the Shipyards site along
10 the Northbank of the St. Johns River in Jacksonville, Florida, within
11 the Downtown East Northbank Community Redevelopment Area; and

12 **WHEREAS,** the RDA, in part, authorizes a lease agreement to
13 MOSH and for MOSH to construct a new museum facility of not less
14 than 75,000 square feet and other related improvements (the
15 "Improvements") to be owned by the City, and pursuant to the Museum
16 Improvements Project Costs Disbursement Agreement, MOSH will design
17 and construct the Museum Improvements and also design related
18 improvements for the City to construct certain City-owned park and
19 Riverwalk improvements and approximately 4.78 acres of new City-owned
20 park space (collectively, the "Park Improvements"), of which 1.5
21 acres will be a joint-use park located adjacent to the lease parcel
22 to be maintained by MOSH; and

23 **WHEREAS,** MOSH has requested and the DIA has agreed to further
24 amend the RDA and related documents to, in part: extend the
25 performance schedule benchmarks to align with current estimates;
26 reduce the parking requirements for the Museum Improvements to 30
27 parking spaces from 75; and to authorize the CEO of the DIA, Director
28 of Public Works, and Director of the Parks, Recreation and Community
29 Services jointly to authorize amendments and revisions to the legal
30 descriptions of the Project Parcel, City Parks and Joint-Use parcels,
31 with all other terms and conditions remaining unchanged; and

1 **WHEREAS**, on October 15, 2025 the DIA Board approved Resolution
2 2025-10-09 authorizing the First Amendment to the Second Amended and
3 Restated Redevelopment Agreement, First Amendment to the Museum
4 Improvements Costs Disbursement Agreement and related documents as
5 set forth therein, said Resolutions being attached hereto as **Exhibit**
6 **1**; and

7 **WHEREAS**, it has been determined to be in the interest of the
8 City to enter into the Second Amended and Restated Redevelopment
9 Agreement and related agreements authorized hereby and approve of and
10 adopt the matters set forth in this Ordinance; now therefore

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

12 **Section 1. Execution of Agreements.** The Mayor (or her
13 authorized designee) and the Corporation Secretary are hereby
14 authorized to execute and deliver, as applicable, the First Amendment
15 to the Second Amended and Restated Redevelopment Agreement, First
16 Amendment to the Museum Improvements Costs Disbursement Agreement
17 (collectively, the "Agreements") substantially in the forms placed
18 **On File** with the Legislative Services Division (with such "technical"
19 changes as herein authorized), for the purpose of implementing the
20 recommendations of the DIA as further described in the Agreements.

21 The Agreements may include such additions, deletions and changes
22 as may be reasonable, necessary and incidental for carrying out the
23 purposes thereof, as may be acceptable to the Mayor, or her designee,
24 and the CEO of the DIA, as applicable, with such inclusion and
25 acceptance being evidenced by execution of the Agreements by the Mayor
26 or her designee and/or the CEO of the DIA, as applicable. No
27 modification to the Agreements may increase the financial obligations
28 or the liability of the City or DIA and any such modification shall
29 be technical only and shall be subject to appropriate legal review
30 and approval of the General Counsel, or his or her designee, and all
31 other appropriate action required by law. "Technical" is herein

1 defined as including, but not limited to, changes in legal
2 descriptions and surveys, descriptions of infrastructure improvements
3 and/or any road project, ingress and egress, easements and rights of
4 way, performance schedules (provided that no performance schedule may
5 be extended for more than one year without Council approval), design
6 standards, access and site plan, which have no financial impact.

7 **Section 2. Designation of Authorized Official and DIA as**
8 **Contract Monitor.** The Mayor is designated as the authorized official
9 of the City for the purpose of executing and delivering any contracts
10 and documents and furnishing such information, data and documents for
11 the Agreements and related documents as may be required and otherwise
12 to act as the authorized official of the City in connection with the
13 Agreements, and is further authorized to designate one or more other
14 officials of the City to exercise any of the foregoing authorizations
15 and to furnish or cause to be furnished such information and take or
16 cause to be taken such action as may be necessary to enable the City
17 to implement the Agreements according to their terms. The DIA is
18 hereby required to administer and monitor the Amended Redevelopment
19 Agreement and related agreements referenced therein and to handle the
20 City's responsibilities thereunder, including the City's
21 responsibilities under such agreements working with and supported by
22 all relevant City departments.

23 **Section 3. Oversight Department.** The Department of Public
24 Works shall oversee the CIP projects and Museum Improvements project
25 described herein, and the Department of Parks, Recreation and
26 Community Services shall oversee the design of the park design
27 project.

28 **Section 4. Further Authorizations.** The Mayor, or her
29 designee, and the Corporation Secretary, are hereby authorized to
30 execute the Agreements and all other contracts and documents and
31 otherwise take all necessary action in connection therewith and

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

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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15 Form Approved:

16
17 /S/ John Sawyer

18 Office of General Counsel

19 Legislation Prepared By: John Sawyer

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