

1 Introduced by the Council President at the request of the DIA:
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4 **ORDINANCE 2021-673**

5 AN ORDINANCE MAKING CERTAIN FINDINGS AND
6 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO
7 EXECUTE: (1) A REDEVELOPMENT AGREEMENT
8 ("REDEVELOPMENT AGREEMENT") AMONG THE CITY OF
9 JACKSONVILLE ("CITY"), DIA, AND IGUANA
10 INVESTMENTS FLORIDA, LLC ("DEVELOPER"), WHICH
11 REDEVELOPMENT AGREEMENT PROVIDES FOR THE DESIGN
12 AND CONSTRUCTION OF A LUXURY HOTEL WITH NO FEWER
13 THAN 170 ROOMS, NO FEWER THAN 23 CLASS A
14 CONDOMINIUM UNITS (COLLECTIVELY, THE "HOTEL
15 IMPROVEMENTS"), AND A CLASS A OFFICE BUILDING
16 WITH NO LESS THAN 141,300 GROSS SQUARE FEET
17 ("OFFICE BUILDING IMPROVEMENTS"); IF ELECTED BY
18 THE DEVELOPER, THE REDEVELOPMENT AGREEMENT ALSO
19 AUTHORIZES THE CONSTRUCTION BY THE DEVELOPER ON
20 BEHALF OF THE CITY OF A MARINA SUPPORT BUILDING
21 OF NO LESS THAN 6,000 SQUARE FEET AND EVENTS
22 LAWN OF APPROXIMATELY 1 ACRE HAVING AN ESTIMATED
23 COST TO THE CITY OF \$6,192,967 (COLLECTIVELY,
24 THE "MARINA SUPPORT BUILDING IMPROVEMENTS"),
25 IMPROVEMENTS TO METROPOLITAN PARK MARINA WITH AN
26 ESTIMATED COST TO THE CITY OF \$7,180,133
27 ("MARINA IMPROVEMENTS"), WITH ALL AGGREGATE COST
28 OVERRUNS IN EXCESS OF \$13,373,100 AS TO THE
29 MARINA SUPPORT BUILDING IMPROVEMENTS AND MARINA
30 IMPROVEMENTS THE RESPONSIBILITY OF THE
31 DEVELOPER, AND CERTAIN RIVERWALK IMPROVEMENTS

1 WITH AN ESTIMATED COST TO THE CITY OF \$3,900,000
2 ("RIVERWALK IMPROVEMENTS"), WITH ALL COST
3 OVERRUNS THE RESPONSIBILITY OF THE DEVELOPER,
4 ALL ON THE NORTHBANK OF THE ST. JOHNS RIVER
5 WITHIN THE DOWNTOWN EAST NORTHBANK DOWNTOWN
6 COMMUNITY REDEVELOPMENT AREA ("PROJECT"); (2) AN
7 OFFICE BUILDING GROUND LEASE BETWEEN THE DIA, ON
8 BEHALF OF THE CITY, AND THE DEVELOPER OF AN
9 APPROXIMATELY 1.05 ACRE PARCEL ("OFFICE BUILDING
10 PARCEL") OF CITY-OWNED LAND FOR A TERM OF FORTY
11 YEARS WITH ONE, TEN YEAR RENEWAL OPTION, AT AN
12 INITIAL LEASE RATE OF \$36,000 PER YEAR, ON WHICH
13 DEVELOPER WILL CONSTRUCT THE OFFICE BUILDING
14 IMPROVEMENTS TO BE OWNED BY THE DEVELOPER DURING
15 THE TERM; (3) A MARINA SUPPORT BUILDING LEASE
16 WITH AN INITIAL LEASE TERM OF FIVE YEARS WITH
17 FIVE, FIVE YEAR RENEWAL TERMS, FOR THE LEASE OF
18 THE MARINA SUPPORT BUILDING TO THE DEVELOPER
19 WITH A LEASE RATE OF \$100 PER YEAR; (4) A MARINA
20 MANAGEMENT AGREEMENT AUTHORIZING THE DEVELOPER
21 TO MANAGE METROPOLITAN PARK MARINA ON BEHALF OF
22 THE CITY WITH AN INITIAL TERM OF FIVE YEARS WITH
23 FIVE, FIVE YEAR RENEWAL OPTIONS; (5) A GUARANTY
24 AGREEMENT IN FAVOR OF THE CITY AND DIA FOR EACH
25 OF THE HOTEL IMPROVEMENTS AND OFFICE BUILDING
26 IMPROVEMENTS GUARANTEEING LIEN FREE COMPLETION
27 OF EACH SUCH PROJECT; (6) COST DISBURSEMENT
28 AGREEMENTS FOR EACH OF THE MARINA SUPPORT
29 BUILDING, MARINA IMPROVEMENTS AND RIVERWALK
30 IMPROVEMENTS; (7) A QUITCLAIM DEED CONVEYING AN
31 APPROXIMATELY 4.77 ACRE PARCEL OF CITY-OWNED

1 LAND TO THE DEVELOPER AT A COST OF \$100 ON WHICH
2 THE HOTEL IMPROVEMENTS WILL BE CONSTRUCTED; AND
3 (8) EASEMENTS AND RELATED DOCUMENTS AS DESCRIBED
4 IN THE REDEVELOPMENT AGREEMENT; AUTHORIZING A
5 RIGHT OF FIRST OFFER IN FAVOR OF THE DEVELOPER
6 OVER AN APPROXIMATELY 4.96 ACRE PARCEL OF LAND
7 LOCATED ADJACENT TO AND WEST OF THE OFFICE
8 BUILDING PARCEL, THE DISPOSITION OF WHICH IS
9 SUBJECT TO A FUTURE NOTICE OF DISPOSITION AND
10 FUTURE DIA AND COUNCIL APPROVAL OF THE TERMS
11 THEREOF; AUTHORIZING A SEVENTY-FIVE PERCENT,
12 TWENTY YEAR RECAPTURED ENHANCED VALUE (REV)
13 GRANT IN THE MAXIMUM AMOUNT NOT TO EXCEED
14 \$47,683,955 IN CONNECTION WITH THE CONSTRUCTION
15 OF THE HOTEL IMPROVEMENTS AND OFFICE BUILDING
16 IMPROVEMENTS; AUTHORIZING A COMPLETION GRANT IN
17 THE AMOUNT OF \$25,834,887 PAYABLE UPON
18 SUBSTANTIAL COMPLETION OF THE HOTEL IMPROVEMENTS
19 AND OFFICE BUILDING IMPROVEMENTS; WAIVING
20 PROVISIONS OF CHAPTER 126 (PROCUREMENT CODE),
21 *ORDINANCE CODE*, WITH RESPECT TO THE PROJECT, AND
22 TO ALLOW THE CITY TO DIRECTLY PURCHASE CERTAIN
23 ITEMS SPECIFIED IN THE REDEVELOPMENT AGREEMENT
24 AS TO CITY-OWNED IMPROVEMENTS; INVOKING THE
25 EXCEPTION TO CHAPTER 126.107(G), TO ALLOW THE
26 CITY TO DIRECTLY CONTRACT WITH VENDORS FOR THE
27 PURCHASE OF SUPPLIES AND MATERIALS TO BE
28 INCORPORATED INTO CITY-OWNED PORTIONS OF THE
29 PROJECT; ESTABLISHING REQUIREMENTS FOR ITEMS TO
30 BE PURCHASED; WAIVING SECTION 122.811(A), (SALES
31 OF TANGIBLE PERSONAL PROPERTY; PROHIBITION OF

1 SALES TO CERTAIN PERSONS), *ORDINANCE CODE*, TO
2 ALLOW SALE OF ANY SURPLUS TANGIBLE PROPERTY OF
3 THE CITY LOCATED ON THE PROJECT PARCEL BY
4 DEVELOPER; WAIVING CERTAIN PROVISIONS OF CHAPTER
5 656 (ZONING CODE), PART 3 (SCHEDULE OF DISTRICT
6 REGULATIONS), SUBPART H (DOWNTOWN OVERLAY ZONE
7 AND DOWNTOWN DISTRICT USE AND FORM REGULATIONS)
8 SECTION 656.361.8.A (DEVIATIONS), *ORDINANCE*
9 *CODE*, TO WAIVE THE SUBSECTION 3 AND 4
10 REQUIREMENTS THAT AN APPLICANT MAY NOT BE
11 ELIGIBLE FOR ECONOMIC INCENTIVES WHEN ALSO
12 OBTAINING A DEVIATION FROM THE RIVER VIEW AND
13 ACCESS CORRIDORS REQUIREMENT OF SUBSECTION
14 656.361.6.2.H.2, AND THE SUBSECTION 5
15 REQUIREMENT OF SUBSECTION 656.361.8.A THAT A 2/3
16 MAJORITY VOTE IS REQUIRED TO APPROVE THE
17 REQUESTED DEVIATION; GRANTING DEVIATION
18 APPLICATION DDRB 2021-013, LOCATED IN COUNCIL
19 DISTRICT 8 AT 1406 GATOR BOWL BOULEVARD (A
20 PORTION OF R.E. NO. 130572-0100 AS DESCRIBED
21 HEREIN, OWNED BY THE CITY OF JACKSONVILLE, TO
22 INCREASE THE MAXIMUM DISTANCE ALLOWED BETWEEN
23 RIVERFRONT VIEW AND ACCESS CORRIDORS FROM 250'
24 TO 384', IN ZONING DISTRICT CCB, AS DEFINED AND
25 CLASSIFIED UNDER THE ZONING CODE; DESIGNATING
26 THE DIA AS CONTRACT MONITOR FOR THE
27 REDEVELOPMENT AGREEMENT; PROVIDING FOR CITY
28 OVERSIGHT OF THE PROJECT BY THE DEPARTMENT OF
29 PUBLIC WORKS AND THE DIA; AUTHORIZING THE
30 EXECUTION OF ALL DOCUMENTS RELATING TO THE ABOVE
31 AGREEMENTS AND TRANSACTIONS, AND AUTHORIZING

1 TECHNICAL CHANGES TO THE DOCUMENTS; WAIVER OF
2 THAT PORTION OF THE PUBLIC INVESTMENT POLICY
3 ADOPTED BY ORDINANCE 2016-382-E, AS AMENDED, TO
4 AUTHORIZE THE COMPLETION GRANT, WHICH IS NOT
5 AUTHORIZED BY THE PUBLIC INVESTMENT POLICY;
6 PROVIDING AN EFFECTIVE DATE.

7
8 **WHEREAS**, Iguana Investments Florida, LLC (the "Developer") has
9 submitted to the Downtown Investment Authority ("DIA") a proposal to
10 redevelop a portion of approximately 10 acres of City-owned real
11 property, known generally as the Kids Kampus site located along the
12 Northbank of the St. Johns River in Jacksonville, Florida, within the
13 Downtown East Northbank Community Redevelopment Area; and

14 **WHEREAS**, the development will include the construction of a
15 luxury Four Seasons hotel with approximately 176 rooms (but no fewer
16 than 170 rooms), approximately 25 Class A condominium units (with no
17 fewer than 23 Class A condominium units (the "Hotel Improvements"),
18 and a Class A office building with no less than 141,300 gross square
19 feet, and 90,000 square feet of rentable office space and 9,000 square
20 feet of retail/amenity/activated space (the "Office Building
21 Improvements"), and other related improvements; and

22 **WHEREAS**, at the option of the Developer, the Developer will also
23 construct on behalf of the City and at the City's cost an
24 approximately 6,500 square feet (but not less than 6,000 square feet)
25 Marina Support Building with Event Lawn (each as defined in the
26 Redevelopment Agreement, defined below), improvements to Metropolitan
27 Park Marina, and certain Riverwalk Improvements, each to be funded
28 by the City with cost overruns the responsibility of the Developer
29 (the foregoing improvements, collectively, the "Project"); and

30 **WHEREAS**, the City is also providing a right of first offer on
31 the Future Development Parcel, which is an approximately 4.96-acre

1 parcel of City owned real property located adjacent and to the west
2 of the Office Building parcel, the disposition of which is subject
3 to a future notice of disposition and future DIA and Council approval
4 of the terms thereof; and

5 **WHEREAS**, the minimum private Capital Investment for the Hotel
6 Improvements and Office Building Improvements is expected to be
7 \$301,057,548; and

8 **WHEREAS**, the Developer is seeking: (1) the conveyance of
9 approximately 4.77 acres of City-owned real property at the cost of
10 \$100, on which the Hotel Improvements will be constructed; (2) a
11 ground lease from the City to Developer of approximately 1.05 acres,
12 on which the Office Building Improvements will be located; (3) a REV
13 Grant in the maximum, up to amount of \$47,683,955 payable from the
14 Downtown East Northbank Community Redevelopment Area; (4) a
15 Completion Grant in the amount of \$25,834,887 payable by the City,
16 all in support of the Project; and

17 **WHEREAS**, the Developer also has the option construct on behalf
18 of the City and at the City's expense: (1) improvements to
19 Metropolitan Park Marina and the construction of a marina support
20 building and events lawn with a maximum, aggregate up to amount of
21 \$13,373,100, and (3) Riverwalk improvements at a maximum cost of
22 \$3,900,000, with all cost overruns for all the projects the
23 responsibility of the Developer; and

24 **WHEREAS**, the Developer at its option may enter into a marina
25 management agreement for the management of Metropolitan Park Marina,
26 and may also enter into a lease of the Marina Support Building; and

27 **WHEREAS**, Developer has committed to enter into a Park
28 Partnership Agreement with the City for Metropolitan Park and provide
29 the amount of \$200,000 annually for a twenty-year term, with such
30 funds to be used for the maintenance and programming of Metropolitan
31 Park; and

1 **WHEREAS**, Developer has offered to impose a 2% room surcharge on
2 hotel rooms which funds shall be deposited with in a City capital
3 account for use in maintenance of the marina, marina support building
4 and events lawn; and

5 **WHEREAS**, the DIA has considered the Developer's requests and has
6 determined that the REV Grant, completion grant, property conveyance,
7 leases and other agreements authorized hereby will enable the
8 Developer to construct the Project as described in the Redevelopment
9 Agreement; and

10 **WHEREAS**, the Project is consistent with the DIA BID Plan, and
11 furthers Redevelopment Goal 1, Reinforce Downtown as the City's unique
12 epicenter for business, history, culture, education and
13 entertainment, Redevelopment Goal 4, improve walkability/bikeability
14 and connectivity to adjacent neighborhoods and the St. John River
15 while creating highly walkable nodes; and Redevelopment Goal 5,
16 establish a waterfront design framework to ensure a unique experience
17 and sense of place; and

18 **WHEREAS**, on July 7, 2021, the DIA Board approved a resolution
19 (the "Resolution") to issue a Notice of Disposition, and thereafter
20 to enter into the Redevelopment Agreement, said Resolution being
21 attached hereto as **Exhibit 1**; and

22 **WHEREAS**, in accordance with the process established in Chapter
23 656, Part 3, Subpart H, Section 656.361.8.A.1, *Ordinance Code*, for
24 consideration of deviations from the Downtown Overlay, a workshop
25 meeting was held by DDRB on September 8, 2021 at which the Developer
26 and its design team presented the deviation request DDRB 2021-013 and
27 alternatives; and

28 **WHEREAS**, at its regular meeting scheduled for September 16,
29 2021, DDRB will take action on the request for Deviation 2021-013 and
30 forward its recommendation to City Council for final action on the
31 deviation as required by Code; and

1 **WHEREAS**, it has been determined to be in the interest of the
2 City to enter into the Redevelopment Agreement and approve of and
3 adopt the matters set forth in this Ordinance; now, therefore,

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

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

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

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

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

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

17 (e) The Developer is qualified to carry out the Project.

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

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

27 **Section 2. Execution of Agreements.** The Mayor (or his
28 authorized designee) and the Corporation Secretary are hereby
29 authorized to execute and deliver the Redevelopment Agreement, Marina
30 Improvements Costs Disbursement Agreement, Marina Support Building
31 Costs Disbursement Agreement, Riverwalk Improvements Costs

1 Disbursement Agreement, Marina Management Agreement, ground lease,
2 marina support building lease, guarantees, quitclaim deed, easements
3 and related documents described in the Redevelopment Agreement, and
4 the DIA is authorized to enter into the Ground Lease on behalf of the
5 City (collectively, the "Agreements") substantially in the forms
6 placed **On File** with the Legislative Services Division (with such
7 "technical" changes as herein authorized), for the purpose of
8 implementing the recommendations of the DIA as further described in
9 the Redevelopment Agreement.

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

27 **Section 3. Right of First Offer on Future Development**
28 **Parcel.** The City hereby grants a right of first offer ("ROFO") in
29 favor of the Developer for the Future Development Parcel, an
30 approximately 4.6-acre parcel of real property located to the west
31 of the Office Building Parcel, as defined in the Redevelopment

1 Agreement authorized hereby, which ROFO would initiate a public
2 disposition process through the DIA and Council. The term of the
3 ROFO shall be from the effective date of the Redevelopment Agreement
4 through December 31, 2024, upon the terms and conditions as further
5 described in the Redevelopment Agreement.

6 **Section 4. Payment of REV Grant.**

7 (a) The REV Grant in the amount not to exceed \$47,683.955, the
8 terms of which are more specifically described in the Redevelopment
9 Agreement, shall not be deemed to constitute a debt, liability, or
10 obligation of the City or of the State of Florida or any political
11 subdivision thereof within the meaning of any constitutional or
12 statutory limitation, or a pledge of the faith and credit or taxing
13 power of the City or of the State of Florida or any political
14 subdivision thereof, but shall be payable solely from the funds
15 provided therefor as provided in this Section. The Redevelopment
16 Agreement shall contain a statement to the effect that the City shall
17 not be obligated to pay any installment of its financial assistance
18 to the Developer except from the non-ad valorem revenues or other
19 legally available funds provided for that purpose, that neither the
20 faith and credit nor the taxing power of the City or of the State of
21 Florida or any political subdivision thereof is pledged to the payment
22 of any portion of such financial assistance, and that the Developer,
23 or any person, firm or entity claiming by, through or under the
24 Developer, or any other person whomsoever, shall never have any right,
25 directly or indirectly, to compel the exercise of the ad valorem
26 taxing power of the City or of the State of Florida or any political
27 subdivision thereof for the payment of any portion of such financial
28 assistance.

29 (b) The DIA is hereby authorized to and shall disburse the annual
30 installments of the REV Grant to the Developer as provided in this
31 Section in accordance with this Ordinance and the Redevelopment

1 Agreement.

2 **Section 5. Payment of Completion Grant.**

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

22 (b) The CEO of the DIA, or his or her designee, is hereby
23 authorized to and shall disburse the Completion Grant as provided in
24 this Section in accordance with this Ordinance and the Redevelopment
25 Agreement.

26 **Section 6. Waiving Provisions of Chapter 126 (Procurement**
27 **Code).** The provisions of Chapter 126, *Ordinance Code*, are hereby
28 waived for the Project, except that this section shall not waive any
29 portion of Chapter 126, *Ordinance Code*, pertaining to the Jacksonville
30 Small Emerging Business Program. Further, the City is authorized to
31 purchase directly certain items specified in the pricing proposals

1 for the construction materials and improvements for the Project. Said
2 items to be purchased shall be determined by the Chief of Procurement
3 with the advice of the Director of Public Works in accordance with
4 Section 9 of this Ordinance.

5 **Section 7. Establishing requirements for items to be**
6 **purchased.** Whenever items to be used in such construction projects
7 are to be purchased directly by the City pursuant to this Ordinance,
8 the following requirements shall be met:

9 (a) The purchase shall be in the City's name with ownership of
10 such items upon receipt vested in the City; and

11 (b) The purchase shall be by a City Purchase Order or other
12 City document and shall be directly funded by the City; and

13 (c) The vendor/supplier shall invoice the City directly for
14 payment which shall be made directly by the City to the
15 vendor/supplier; and

16 (d) The City's Purchase Order or other document shall clearly
17 state the purchase is exempt from Sales Tax pursuant to the City's
18 Sale and Use Tax Exemption Certificate; and

19 (e) The City may provide Builders Risk Insurance to protect
20 against the loss of such items and to evidence the City's liability
21 therefore, or alternatively may require Developer's contractor to
22 provide insurance naming the City as the additional insured and direct
23 loss payee; and

24 (f) Acknowledgement of receipt of the item and approval of
25 payment shall be documented by an official of the City or an
26 authorized agent of the City.

27 **Section 8. Waiving Section 122.811(A) (Sales of tangible**
28 **personal property; prohibition of sales to certain persons.),**
29 **Ordinance Code, Waived.** The City hereby waives the provisions of
30 Section 122.811(a), *Ordinance Code*, to allow Developer to coordinate
31 the sale of any surplus City property in coordination with the

1 construction of the improvements. Any such revenues shall be applied
2 toward the cost of the Optional Improvements (as defined in the
3 Redevelopment Agreement) and credited to the City.

4 **Section 9. Waiving Chapter 656 (Zoning Code), Part 3**
5 **(Schedule of District Regulations), Subpart H (Downtown Overlay Zone**
6 **and Downtown District Use and Form Regulations), Section 656.361.8**
7 **(Deviations) A (General Considerations), Section 656.361.8.A.3.,**
8 **Section 656.361.8.A.4., and 656.361.8.A.5 Ordinance Code.** Section
9 656.361.8.A.3. requiring that economic incentives of any kind may not
10 be granted when a River View and Access Corridor Deviation is granted,
11 Section 656.361.8.A.4., *Ordinance Code*, that provides approval by the
12 DIA of an economic incentives assumes that the project will meet the
13 Form Regulations as written without a Deviation, and Section
14 656.361.8.A.5 requiring a 2/3 majority approval of the requested
15 Deviation are hereby waived in order to authorize the economic
16 incentives as set forth in the Redevelopment Agreement and allow the
17 deviation requested, by majority approval. The Waiver is justified
18 because the need for the Deviation arises from the existing location
19 of JEA easements, which create a defined space within which to develop.
20 Meeting the spacing requirements of the Overlay in this unique
21 situation would severely impact the effective and aesthetic design of
22 the Hotel Improvements.

23 **Section 10. Granting Deviation from Section**
24 **656.361.6.2.H.2(b) to authorize an increase of the maximum distance**
25 **between the inside of the River View and Access Corridors from 250'**
26 **to 384'.** As required by subsection 656.361.8, the Council expressly
27 finds that the requested Deviation meets each of the criteria in
28 Section 656.361.6.2.H.5(b) and the criteria in Section 656.361.8 for
29 such Deviation and hereby grants the Deviation requested.

30 **Section 11. Designation of Authorized Official and DIA as**
31 **Contract Monitor.** The Mayor is designated as the authorized official

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

14 **Section 12. Oversight Department.** The Department of Public
15 Works shall oversee the Project described herein, and the Department
16 of Parks, Recreation and Community Services shall oversee the marina
17 improvements and Riverwalk improvements portion of the Project.

18 **Section 13. Further Authorizations.** The Mayor, or his
19 designee, and the Corporation Secretary, are hereby authorized to
20 execute the Agreements and all other contracts and documents and
21 otherwise take all necessary action in connection therewith and
22 herewith. The Chief Executive Officer of the DIA, as contract
23 administrator, is authorized to negotiate and execute all necessary
24 changes and amendments to the Agreements and other contracts and
25 documents, to effectuate the purposes of this Ordinance, without
26 further Council action, provided such changes and amendments are
27 limited to amendments that are technical in nature (as described in
28 Section 4 hereof), and further provided that all such amendments
29 shall be subject to appropriate legal review and approval by the
30 General Counsel, or his or her designee, and all other appropriate
31 official action required by law.

1 **Section 14. Waiver of Public Investment Policy.** The
2 requirements of the Public Investment Policy adopted by City Council
3 Ordinance 2016-382-E, as amended, are waived to authorize the
4 Completion Grant that is not authorized pursuant to the Public
5 Investment Policy. The waiver is justified due to the fact that the
6 Project will cause an estimated private capital investment in the
7 project of \$301,057,548 and result in increased ad valorem revenues
8 to the City.

9 **Section 15. Effective Date.** This Ordinance shall become
10 effective upon signature by the Mayor or upon becoming effective
11 without the Mayor's signature.

12
13 Form Approved:

14
15 /s/ John Sawyer

16 Office of General Counsel

17 Legislation Prepared By: John Sawyer

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