

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2022-118**

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

29
30 **WHEREAS,** Pritchard Hospitality, LLC (the "Company") has
31 committed to construct an 82 unit limited-service motel, with an

1 anticipated private capital investment of \$13,300,000, all as further
2 described in the Project Summary attached hereto as **Exhibit 1** and
3 incorporated herein by this reference; and

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

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

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

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

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

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

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

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

31 (c) Enhancement of the City's tax base and revenues, are matters

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

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

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

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

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

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

30 (a) The REV Grant shall not be deemed to constitute a debt,
31 liability, or obligation of the City or of the State of Florida or

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

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

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

30 The Agreement may include such additions, deletions and changes
31 as may be reasonable, necessary and incidental for carrying out the

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

15 **Section 4. Designation of Authorized Official/OED Contract**

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

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

31 designee, and the Corporation Secretary, are hereby authorized to

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

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

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

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4 /S/ John Sawyer

5 Office of General Counsel

6 Legislation Prepared By: John Sawyer

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