

1 Introduced by the Council President at the request of the DIA:
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4 **ORDINANCE 2023-184**

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"), DOWNTOWN INVESTMENT
10 AUTHORITY ("DIA") AND THE MUSEUM OF SCIENCE AND
11 HISTORY OF JACKSONVILLE, INC. ("MOSH"); (2) A
12 GROUND LEASE AGREEMENT ("LEASE") BETWEEN THE DIA
13 AND MOSH FOR THE LEASE OF APPROXIMATELY 2.5
14 ACRES OF CITY-OWNED LAND LOCATED WITHIN THE
15 SHIPYARDS SITE WITH AN INITIAL TERM OF FORTY
16 YEARS WITH NOMINAL RENT; (3) A PARK DESIGN
17 PROJECT COSTS DISBURSEMENT AGREEMENT BETWEEN THE
18 CITY AND MOSH FOR MOSH TO PROVIDE AT CITY'S
19 EXPENSE THE ENGINEERED PLANS AND SPECIFICATIONS
20 FOR NEW CITY-OWNED PARK AND RIVERWALK
21 IMPROVEMENTS; (4) A JOINT-USE PARK AGREEMENT
22 BETWEEN THE CITY AND MOSH; AND (5) RELATED
23 AGREEMENTS AS DESCRIBED IN THE REDEVELOPMENT
24 AGREEMENT, FOR THE CONSTRUCTION BY MOSH OF A
25 NEW, MINIMUM 75,000 SQUARE FOOT MUSEUM FACILITY
26 ("PROJECT"), AND CONSTRUCTION BY THE CITY OF A
27 NEW 1.5 ACRE JOINT-USE PARK AND AN ADDITIONAL
28 2.86 ACRES OF PUBLIC PARK SPACE AND RIVERWALK
29 IMPROVEMENTS AND RELATED ROAD AND UTILITY
30 IMPROVEMENTS, ALL ON THE NORTHBANK OF THE ST.
31 JOHNS RIVER WITHIN THE DOWNTOWN EAST NORTHBANK

1 DOWNTOWN COMMUNITY REDEVELOPMENT AREA;
2 PROVIDING FOR CITY OVERSIGHT OF THE PROJECT BY
3 THE DEPARTMENT OF PUBLIC WORKS AND THE
4 DEPARTMENT OF PARKS, RECREATION AND COMMUNITY
5 SERVICES; AUTHORIZING THE EXECUTION OF ALL
6 DOCUMENTS RELATING TO THE ABOVE AGREEMENTS AND
7 TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES
8 TO THE DOCUMENTS; PROVIDING AN EFFECTIVE DATE.
9

10 **WHEREAS**, the Museum of Science and History of Jacksonville, Inc.
11 ("MOSH") has submitted to the Downtown Investment Authority ("DIA")
12 a proposal to redevelop an approximately 2.5-acre parcel of City-
13 owned real property located within the Shipyards site along the
14 Northbank of the St. Johns River in Jacksonville, Florida, within the
15 Downtown East Northbank Community Redevelopment Area; and

16 **WHEREAS**, the development will include the construction by MOSH
17 of a new museum facility of not less than 75,000 square feet and
18 other related improvements (the "Improvements"), and MOSH will
19 provide at City's expense engineered plans and specifications for the
20 City to construct certain City-owned park and Riverwalk improvements
21 and approximately 4.36 acres of new City-owned park space, of which
22 1.5 acres will be a joint-use park located adjacent to the ground
23 lease parcel to be maintained by MOSH; and

24 **WHEREAS**, upon satisfaction of its fundraising goal, MOSH will
25 be eligible to enter into the ground lease agreement for the lease
26 of approximately 2.5 acres of City-owned land to MOSH with an initial
27 term of 40 years with a \$1.00 annual lease rate, and MOSH will then
28 commence construction of its Improvements; and

29 **WHEREAS**, in connection with the Project, the City shall
30 construct at its own cost a new 4.36 acre City-owned park, related
31 Riverwalk improvements, and certain roadway and utility improvements

1 as further described in that certain previously authorized CIP project
2 entitled "MOSH and Riverwalk at the Shipyards"; and

3 **WHEREAS**, the minimum private Capital Investment for the Museum
4 Improvements is expected to be \$85,000,000; and

5 **WHEREAS**, the DIA has considered MOSH's requests and has
6 determined that the lease agreement, joint-use agreement and other
7 agreements authorized hereby will enable MOSH to construct the Project
8 as described in the Redevelopment Agreement; and

9 **WHEREAS**, the Project is consistent with the DIA BID Plan, and
10 furthers Redevelopment Goal 4, Increase the vibrancy of Downtown for
11 residents and visitors through arts, culture, history, sports,
12 theater, events, parks, and attractions, Redevelopment Goal 6,
13 improve walkability/bikeability and connectivity to adjacent
14 neighborhoods and the St. John River while creating highly walkable
15 nodes; and Redevelopment Goal 7, to capitalize on the aesthetic beauty
16 of the St. John's River, value its health and respect its natural
17 force, and maximize interactive and recreational opportunities for
18 residents and visitors to create waterfront experiences unique to
19 Downtown Jacksonville; and

20 **WHEREAS**, on September 21, 2022, the DIA Board approved a
21 resolution (the "Resolution") to enter into the Redevelopment
22 Agreement, said Resolution being attached hereto as **Exhibit 1**; and

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

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

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

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

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

1 (c) The City's assistance for the Project will enable and
2 facilitate the Project, the Project will enhance and increase the
3 City's revenues, and the Project will improve the quality of life
4 necessary to encourage and attract business expansion in the City.

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

7 (e) MOSH is qualified to carry out the Project.

8 (f) The authorizations provided by this Ordinance are for public
9 uses and purposes for which the City may use its powers as a
10 municipality and as a political subdivision of the State of Florida
11 and may expend public funds, and the necessity in the public interest
12 for the provisions herein enacted is hereby declared as a matter of
13 legislative determination.

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

17 **Section 2. Execution of Agreements.** The Mayor (or his
18 authorized designee) and the Corporation Secretary are hereby
19 authorized to execute and deliver, as applicable, the Redevelopment
20 Agreement, Ground Lease Agreement, Park Design Project Costs
21 Disbursement Agreement, Joint-Use Park Agreement and related
22 documents described in the Redevelopment Agreement (collectively, the
23 "Agreements") substantially in the forms placed **On File** with the
24 Legislative Services Division (with such "technical" changes as
25 herein authorized), for the purpose of implementing the
26 recommendations of the DIA as further described in the Redevelopment
27 Agreement.

28 The Agreements may include such additions, deletions and changes
29 as may be reasonable, necessary and incidental for carrying out the
30 purposes thereof, as may be acceptable to the Mayor, or his designee,
31 and the CEO of the DIA, as applicable, with such inclusion and

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

14 **Section 3. Designation of Authorized Official and DIA as**
15 **Contract Monitor.** The Mayor is designated as the authorized official
16 of the City for the purpose of executing and delivering any contracts
17 and documents and furnishing such information, data and documents for
18 the Agreements and related documents as may be required and otherwise
19 to act as the authorized official of the City in connection with the
20 Agreements, and is further authorized to designate one or more other
21 officials of the City to exercise any of the foregoing authorizations
22 and to furnish or cause to be furnished such information and take or
23 cause to be taken such action as may be necessary to enable the City
24 to implement the Agreements according to their terms. The DIA is
25 hereby required to administer and monitor the Redevelopment Agreement
26 and related agreements referenced therein and to handle the City's
27 responsibilities thereunder, including the City's responsibilities
28 under such agreements working with and supported by all relevant City
29 departments.

30 **Section 4. Oversight Department.** The Department of Public
31 Works shall oversee the CIP project described herein, and the

1 Department of Parks, Recreation and Community Services shall oversee
2 the design of the park design project.

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

17 **Section 6. Effective Date.** This Ordinance shall become
18 effective upon signature by the Mayor or upon becoming effective
19 without the Mayor's signature.

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21 Form Approved:

22
23 /s/ John Sawyer

24 Office of General Counsel

25 Legislation Prepared By: John Sawyer

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