

1 Introduced by the Council President at the request of the DIA and
2 amended by the Neighborhoods, Community Services, Public Health and
3 Safety Committee:

4
5
6 **ORDINANCE 2023-184-E**

7 AN ORDINANCE MAKING CERTAIN FINDINGS AND
8 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO
9 EXECUTE: (1) A REDEVELOPMENT AGREEMENT
10 ("REDEVELOPMENT AGREEMENT") AMONG THE CITY OF
11 JACKSONVILLE ("CITY"), DOWNTOWN INVESTMENT
12 AUTHORITY ("DIA") AND THE MUSEUM OF SCIENCE AND
13 HISTORY OF JACKSONVILLE, INC. ("MOSH"); (2) A
14 GROUND LEASE AGREEMENT ("LEASE") BETWEEN THE DIA
15 AND MOSH FOR THE LEASE OF APPROXIMATELY 2.5
16 ACRES OF CITY-OWNED LAND LOCATED WITHIN THE
17 SHIPYARDS SITE WITH AN INITIAL TERM OF FORTY
18 YEARS WITH NOMINAL RENT; (3) A PARK DESIGN
19 PROJECT COSTS DISBURSEMENT AGREEMENT BETWEEN THE
20 CITY AND MOSH FOR MOSH TO PROVIDE AT CITY'S
21 EXPENSE THE ENGINEERED PLANS AND SPECIFICATIONS
22 FOR NEW CITY-OWNED PARK AND RIVERWALK
23 IMPROVEMENTS; (4) A JOINT-USE PARK AGREEMENT
24 BETWEEN THE CITY AND MOSH; AND (5) RELATED
25 AGREEMENTS AS DESCRIBED IN THE REDEVELOPMENT
26 AGREEMENT, FOR THE CONSTRUCTION BY MOSH OF A
27 NEW, MINIMUM 75,000 SQUARE FOOT MUSEUM FACILITY
28 ("PROJECT"), AND CONSTRUCTION BY THE CITY OF A
29 NEW 1.5 ACRE JOINT-USE PARK AND AN ADDITIONAL
30 3.28 ACRES OF PUBLIC PARK SPACE AND RIVERWALK
31 IMPROVEMENTS AND RELATED ROAD AND UTILITY

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

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

18 **WHEREAS,** the development will include the construction by MOSH
19 of a new museum facility of not less than 75,000 square feet and
20 other related improvements (the "Improvements"), and MOSH will
21 provide at City's expense engineered plans and specifications for the
22 City to construct certain City-owned park and Riverwalk improvements
23 and approximately 4.78 acres of new City-owned park space, of which
24 1.5 acres will be a joint-use park located adjacent to the ground
25 lease parcel to be maintained by MOSH; and

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

31 **WHEREAS,** in connection with the Project, the City shall

1 construct at its own cost a new 4.78 acre City-owned park, related
2 Riverwalk improvements, and certain roadway and utility improvements
3 as further described in that certain previously authorized CIP project
4 entitled "MOSH and Riverwalk at the Shipyards"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **Section 4. Oversight Department.** The Department of Public
2 Works shall oversee the CIP project described herein, and the
3 Department of Parks, Recreation and Community Services shall oversee
4 the design of the park design project.

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

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

22
23 Form Approved:

24
25 /s/ Mary E. Staffopoulos

26 Office of General Counsel

27 Legislation Prepared By: John Sawyer

28 GC-#1559121-v1-2023-184-E.docx