

1 Introduced by the Council President at the request of the DIA:
2
3

4 **ORDINANCE 2020-230**

5 AN ORDINANCE MAKING CERTAIN FINDINGS, AND
6 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO
7 EXECUTE AN AMENDED AND RESTATED REDEVELOPMENT
8 AGREEMENT ("AMENDED REDEVELOPMENT AGREEMENT")
9 AMONG THE CITY OF JACKSONVILLE ("CITY"), THE
10 DOWNTOWN INVESTMENT AUTHORITY ("DIA"), AND
11 AXIS HOTELS LLC ("DEVELOPER"), TO SUPPORT THE
12 RENOVATION BY DEVELOPER OF THE AMBASSADOR
13 HOTEL BUILDING LOCATED AT 420 N. JULIA STREET,
14 IN THE NORTHBANK DOWNTOWN COMMUNITY
15 REDEVELOPMENT AREA ("PROJECT"); DESIGNATING
16 THE DIA AS CONTRACT MONITOR FOR THE AMENDED
17 REDEVELOPMENT AGREEMENT; PROVIDING FOR CITY
18 OVERSIGHT OF THE PROJECT BY THE DEPARTMENT OF
19 PUBLIC WORKS AND THE DOWNTOWN INVESTMENT
20 AUTHORITY; AUTHORIZING THE EXECUTION OF ALL
21 DOCUMENTS RELATING TO THE ABOVE AGREEMENT AND
22 TRANSACTIONS, AND AUTHORIZING TECHNICAL
23 CHANGES TO THE DOCUMENTS; PROVIDING A DEADLINE
24 FOR THE DEVELOPER TO EXECUTE THE AGREEMENT
25 AFTER IT IS DELIVERED TO THE DEVELOPER;
26 PROVIDING AN EFFECTIVE DATE.

27
28 **WHEREAS,** the City of Jacksonville ("City"), Downtown
29 Investment Authority ("DAI") and Axis Hotels LLC (the "Developer")
30 previously entered into that certain Redevelopment Agreement dated
31 March 26, 2019 (the "Prior Agreement"), pursuant to which the City

1 and DIA, as applicable, were to provide a \$1,500,000 Historic
2 Preservation Trust Fund Grant and an up to \$4,900,000 REV Grant to
3 the Developer upon the substantial completion of the renovation of
4 the Ambassador Hotel Building and construction of approximately 220
5 units of multi-family market rate housing; and

6 **WHEREAS**, subsequent to the Effective Date of the Prior
7 Agreement, Developer has recently purchased an additional parcel of
8 land near the Project Parcel (as defined in the Prior Agreement),
9 and the Developer's development plans for the new parcel impact the
10 timing and construction of the Residential Improvements and
11 structured parking facility, each as described in the Prior
12 Agreement; and

13 **WHEREAS**, the anticipated development on the new parcel by
14 Developer will impact the parking and residential components under
15 the Prior Agreement, and the parties wish to proceed with
16 renovation of the Ambassador Hotel Building so as not to delay the
17 overall construction schedule; and

18 **WHEREAS**, The parties desire to amend and restate the Prior
19 Agreement in its entirety on the terms and conditions set forth in
20 the Amended and Restated Agreement placed **On File** with the
21 Legislative Services Division to amend the scope of the Project to:
22 (i) exclude the construction of the approximately 220 units of
23 multifamily market rate housing and structured parking facility;
24 (ii) remove the obligation of the DIA to provide a \$4,900,000 REV
25 Grant related to the same; and (iii) implement those other terms
26 and conditions as set forth herein; and

27 **WHEREAS**, the Project is consistent with the DIA BID Plan, and
28 furthers Redevelopment Goal 1 (Reinforce Downtown as the City's
29 unique epicenter for business, history, culture, education and
30 entertainment); and

31 **WHEREAS**, on September 19, 2018, the DIA approved a resolution

1 to enter into the Redevelopment Agreement, and on December 19,
2 2019, the DIA approved a resolution to enter into the Amended
3 Redevelopment Agreement (the "Resolutions"), said Resolutions being
4 attached hereto as **Exhibit 1**; and

5 **WHEREAS**, it has been determined to be in the interest of the
6 City to enter into the Amended Redevelopment Agreement and approve
7 of and adopt the matters set forth in this Ordinance; now,
8 therefore,

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

10 **Section 1. Amended and Restated Redevelopment Agreement**

11 **Approved.** The Mayor (or his authorized designee) and the
12 Corporation Secretary are hereby authorized to execute and deliver
13 the Amended and Restated Redevelopment Agreement (the "Amended
14 Redevelopment Agreement") substantially in the form placed **On File**
15 with the Legislative Services Division (with such "technical"
16 changes as herein authorized), for the purpose of implementing the
17 recommendations of the DIA as further described in the Amended
18 Redevelopment Agreement.

19 The Amended Redevelopment Agreement may include such
20 additions, deletions and changes as may be reasonable, necessary and
21 incidental for carrying out the purposes thereof, as may be
22 acceptable to the Mayor, or his designee, with such inclusion and
23 acceptance being evidenced by execution of the Amended Redevelopment
24 Agreement by the Mayor or his designee. No modification to the
25 Amended Redevelopment Agreement may increase the financial
26 obligations or the liability of the City or DIA and any such
27 modification shall be technical only and shall be subject to
28 appropriate legal review and approval of the General Counsel, or his
29 or her designee, and all other appropriate action required by law.
30 "Technical" is herein defined as including, but not limited to,
31 changes in legal descriptions and surveys, descriptions of

1 infrastructure improvements and/or any road project, ingress and
2 egress, easements and rights of way, performance schedules (provided
3 that no performance schedule may be extended for more than six
4 months without Council approval) design standards, access and site
5 plan, which have no financial impact.

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

23 **Section 3. Oversight Department.** The Department of Public
24 Works and the Downtown Investment Authority shall oversee the
25 Project described herein.

26 **Section 4. Further Authorizations.** The Mayor, or his
27 designee, and the Corporation Secretary, are hereby authorized to
28 execute the Amended Redevelopment Agreement and all other contracts
29 and documents and otherwise take all necessary action in connection
30 therewith and herewith. The Chief Executive Officer of the DIA, as
31 contract administrator, is authorized to negotiate and execute all

1 necessary changes and amendments to the Amended Redevelopment
2 Agreement and other contracts and documents, to effectuate the
3 purposes of this Ordinance, without further Council action,
4 provided such changes and amendments are limited to amendments that
5 are technical in nature (as described in Section 2 hereof), and
6 further provided that all such amendments shall be subject to
7 appropriate legal review and approval by the General Counsel, or
8 his or her designee, and all other appropriate official action
9 required by law.

10 **Section 5. Effective Date.** This Ordinance shall become
11 effective upon signature by the Mayor or upon becoming effective
12 without the Mayor's signature.

13
14 Form Approved:

15
16 /s/ John Sawyer

17 Office of General Counsel

18 Legislation Prepared By: John Sawyer

19 GC-#1345113-V2-Leg__2020-___Ambassador_Axis_Hotel_Amended_And_Restated_RDA.Docx