

1 Introduced by the Council President at the request of the DIA:
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4 **ORDINANCE 2021-158**

5 AN ORDINANCE MAKING CERTAIN FINDINGS AND
6 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO
7 EXECUTE: (1) AN AMENDMENT ONE TO REDEVELOPMENT
8 AGREEMENT AND DISBURSEMENT AGREEMENT AMONG THE
9 CITY OF JACKSONVILLE, ELEMENTS DEVELOPMENT OF
10 JACKSONVILLE, LLC AND THE DISTRICT COMMUNITY
11 DEVELOPMENT DISTRICT ("AMENDMENT 1 TO RDA"); AND
12 (2) AMENDMENTS TO RELATED DOCUMENTS TO
13 AUTHORIZE: (1) AN AMENDMENT TO THE DEFINITION OF
14 "GENERAL CONTRACTOR" TO PERMIT THE USE OF TWO
15 GENERAL CONTRACTORS FOR THE CRA INFRASTRUCTURE
16 IMPROVEMENTS PROJECT; AND (2) THE CEO OF THE DIA
17 AND THE DIRECTOR OF PUBLIC WORKS TO JOINTLY
18 APPROVE THE USE OF UP TO THREE GENERAL
19 CONTRACTORS FOR CONSTRUCTION OF THE CDD
20 INFRASTRUCTURE IMPROVEMENTS, AND TO MAKE ALL
21 OTHER NECESSARY CHANGES TO THE RDA, INTERLOCAL
22 AGREEMENT, DISBURSEMENT AGREEMENT AND RELATED
23 DOCUMENTS TO EFFECTUATE THE FOREGOING CHANGES,
24 WITH ALL OTHER TERMS AND CONDITIONS REMAINING
25 UNCHANGED; REQUESTING ONE CYCLE EMERGENCY
26 PASSAGE; PROVIDING AN EFFECTIVE DATE.

27
28 **WHEREAS,** Elements Development of Jacksonville, LLC
29 ("Developer"), the City of Jacksonville ("City") and the Downtown
30 Investment Authority ("DIA") previously entered into that certain
31 Redevelopment Agreement dated July 12, 2018, as authorized by

1 Ordinance 2018-313-E, for the redevelopment of the property known
2 generally as the JEA Southside Generator Parcel, on which Developer
3 intends to cause the development of a mixed use master planned
4 development anticipated to include approximately 950 residential
5 units, 147 hotel rooms, 200,000 square feet of Class A Office Space,
6 134,600 square feet of retail space, and 125 marina slips, at an
7 estimated cost of \$280,000,000 (the "District Project"), as further
8 detailed in the Redevelopment Agreement (inclusive of the documents
9 and exhibits attached thereto, the "Redevelopment Agreement"); and

10 **WHEREAS**, in accordance with the Redevelopment Agreement, the
11 District Community Development District ("CDD") recently closed on
12 the bonds to fund construction of the CDD Infrastructure Improvements
13 and CRA Infrastructure Improvements and the Developer conveyed to the
14 City the real property that will underly the Riverwalk, waterfront
15 parks and marsh front park improvements as part of the CRA
16 Infrastructure Improvements; and

17 **WHEREAS**, the Developer and the CDD have been diligently pursuing
18 completion of the design and permitting of the CDD Infrastructure
19 Improvements and CRA Infrastructure Improvements, inclusive of
20 bulkhead improvements, the Riverwalk installation, park design,
21 roadway and parking facilities; and

22 **WHEREAS**, the Redevelopment Agreement, the Interlocal Agreement
23 and Disbursement Agreement contemplate the use of a single general
24 contract for the construction of the CRA Infrastructure Improvements;
25 and

26 **WHEREAS**, the Developer and CDD are ready to enter into a contract
27 for and begin construction of the bulkhead portion of the CRA
28 Infrastructure Improvements but have yet to finish the final designs
29 of the remaining portions of the CRA Infrastructure Improvements and
30 are therefore unable to bid the remaining CRA Infrastructure
31 Improvements in the same time frame; and

1 **WHEREAS**, the Developer, CDD, DIA and the City desire to amend
2 the Redevelopment Agreement to allow the use of two general
3 contractors for the construction of the CRA Infrastructure
4 Improvements so that the bulkhead portion of the CRA Infrastructure
5 Improvements may proceed in advance of the remainder of the CRA
6 Infrastructure Improvements project, and to authorize the CEO of the
7 DIA and the Director of Public Works to jointly approve the use of
8 up to three general contractors for construction of the CDD
9 Infrastructure Improvements, with all other terms and conditions of
10 the Redevelopment Agreement remaining unchanged; and

11 **WHEREAS**, on February 17, 2021, the DIA approved a resolution
12 (the "Resolution") to enter into an amendment to the Redevelopment
13 Agreement and related documents, said Resolution being attached
14 hereto as **Exhibit 1**; and

15 **WHEREAS**, it has been determined to be in the interest of the
16 City and DIA to enter into the amended Redevelopment Agreement and
17 related documents and approve of and adopt the matters set forth in
18 this Ordinance; now therefore

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

20 **Section 1. Recitals.** The recitals set forth herein are true
21 and correct.

22 **Section 2. Execution of Agreements.** The Mayor, or his
23 authorized designee, and the Corporation Secretary are hereby
24 authorized to execute and deliver the Amendment 1 to: (1)
25 Redevelopment Agreement and Disbursement Agreement; and (2) related
26 documents (collectively, the "Agreements") substantially in the form
27 placed **On File** with the Legislative Services Division (with such
28 "technical" changes as herein authorized), for the purpose of
29 implementing the matters set forth in this Ordinance.

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

15 **Section 3. Further Authorizations.** The Mayor, or his
16 designee, and the Corporation Secretary, are hereby authorized to
17 execute the Agreements and all other contracts and documents and
18 otherwise take all necessary action in connection therewith and
19 herewith. The Chief Executive Officer of the DIA, as contract
20 administrator, is authorized to negotiate and execute all necessary
21 changes and amendments to the Agreements and other contracts and
22 documents, to effectuate the purposes of this Ordinance, without
23 further Council action, provided such changes and amendments are
24 limited to amendments that are technical in nature (as described in
25 Section 2 hereof), and further provided that all such amendments
26 shall be subject to appropriate legal review and approval by the
27 General Counsel, or his or her designee, and all other appropriate
28 official action required by law.

29 **Section 4. Requesting One Cycle Emergency Passage Pursuant**
30 **to Council Rule 4.901 Emergency.** One cycle emergency passage of this
31 legislation is requested. The nature of the emergency is that the

1 Developer of the project is ready to commence construction and any
2 delays thwart the objective of the redevelopment agreement and
3 project.

4 **Section 5. Effective Date.** This Ordinance shall become
5 effective upon signature by the Mayor or upon becoming effective
6 without the Mayor's signature.
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8 Form Approved:

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10 /s/ John Sawyer

11 Office of General Counsel

12 Legislation Prepared By: John Sawyer

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