

1 Introduced by the Council President at the request of the DIA & Co-
2 Sponsored by Council Member Carlucci:

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5 **ORDINANCE 2021-158-E**

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

29
30 **WHEREAS,** Elements Development of Jacksonville, LLC
31 ("Developer"), the City of Jacksonville ("City") and the Downtown

1 Investment Authority ("DIA") previously entered into that certain
2 Redevelopment Agreement dated July 12, 2018, as authorized by
3 Ordinance 2018-313-E, for the redevelopment of the property known
4 generally as the JEA Southside Generator Parcel, on which Developer
5 intends to cause the development of a mixed use master planned
6 development anticipated to include approximately 950 residential
7 units, 147 hotel rooms, 200,000 square feet of Class A Office
8 Space, 134,600 square feet of retail space, and 125 marina slips,
9 at an estimated cost of \$280,000,000 (the "District Project"), as
10 further detailed in the Redevelopment Agreement (inclusive of the
11 documents and exhibits attached thereto, the "Redevelopment
12 Agreement"); and

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

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

25 **WHEREAS**, the Redevelopment Agreement, the Interlocal Agreement
26 and Disbursement Agreement contemplate the use of a single general
27 contractor for the construction of the CRA Infrastructure
28 Improvements; and

29 **WHEREAS**, the Developer and CDD are ready to enter into a
30 contract for and begin construction of the bulkhead portion of the
31 CRA Infrastructure Improvements but have yet to finish the final

1 designs of the remaining portions of the CRA Infrastructure
2 Improvements and are therefore unable to bid the remaining CRA
3 Infrastructure Improvements in the same time frame; and

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

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

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

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

23 **Section 1. Recitals.** The recitals set forth herein are
24 true and correct.

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

1 implementing the matters set forth in this Ordinance.

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

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

1 General Counsel, or his or her designee, and all other appropriate
2 official action required by law.

3 **Section 4. Requesting One Cycle Emergency Passage**
4 **Pursuant to Council Rule 4.901 Emergency.** One cycle emergency
5 passage of this legislation is requested. The nature of the
6 emergency is that the Developer of the project is ready to commence
7 construction and any delays thwart the objective of the
8 redevelopment agreement and project.

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

13 Form Approved:

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15 /s/ Paige H. Johnston

16 Office of General Counsel

17 Legislation Prepared By: John Sawyer

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