

RESOLUTION 2024-08-01

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (THE “DIA”) RECOMMENDING AMENDMENTS TO THE REDEVELOPMENT AGREEMENT AMONG THE CITY, DIA, AND MUSEUM OF SCIENCE AND HISTORY, INC. (“MOSH”) DATED _____, 2024, (“RDA) AND RELATED DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE GROUND LEASE, TO REFLECT CITY OWNERSHIP OF THE TO BE CONSTRUCTED MUSEUM BUILDING AND IMPROVEMENTS IN ACCORDANCE WITH THE TERM SHEET ATTACHED HERETO AS EXHIBIT A, WITH ALL OTHER TERMS AND CONDITIONS OF THE RDA AND RELATED DOCUMENTS REMAINING UNCHANGED; AUTHORIZING THE CHIEF EXECUTIVE OFFICER OF THE DIA (THE “CEO”) TO FILE LEGISLATION TO ENACT THE MODIFICATIONS TO THE RDA AND RELATED DOCUMENTS; AUTHORIZE THE CEO TO EXECUTE ALL DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the DIA and City Council approved the RDA, and related documents via DIA Resolution 2024-02-01 and Ordinance 2024-0372, amending the original Redevelopment Agreement dated May 23, 2023 and authorized by Resolutions 2022-01-03 and 2022-09-03 and Ordinance 2023-184-E, respectively; and

WHEREAS, MOSH has met its fundraising milestone as contemplated by the RDA and the Mayor has proposed a CIP project to provide \$50,000,000 million of City funds to partially fund design and construction of a City-owned museum building and associated improvements; and

WHEREAS, MOSH, the City, and DIA have agreed that in order to facilitate the proposed capital project, the RDA should be amended to reflect the City’s ownership of the Museum Project on the City-owned Museum Parcel, subject to a long-term lease to MOSH of the Museum Improvements and Museum Parcel, as well as other amendments reflected in the term sheet attached hereto as Exhibit A,

NOW THEREFORE, BE IT RESOLVED by the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA recommends the amendment of the RDA and related documents to effectuate the modifications set forth in Exhibit A attached hereto.

Section 3. The DIA authorizes the CEO to initiate filing legislation with the City Council to enact the changes incorporated within this Resolution 2024-08-01.

Section 4. The Chief Executive Officer is hereby authorized to execute the contracts and documents and otherwise take all necessary action in connection therewith to effectuate the purposes of this Resolution.

Section 5. This Resolution, 2024-08-01, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY




Patrick Kreczowski, Esq., Chair

8/26/24
Date

VOTE: In Favor: 7 Opposed: 0 Abstained: 0

Exhibit A to Resolution 2024-08-01

Term Sheet for Amended RDA - City Ownership of Building

Developer:	Museum of Science and History (“MOSH”).
The Property:	A 7.23 plus or minus acre parcel of land commonly referred to as Lot X and depicted on the sketch attached as Exhibit 1.
The Museum Parcel:	A 2.5-acre City-owned parcel located on the Property and on which a public museum building and all associated driveways, parking, and other spaces will be constructed and leased to Developer.
The Joint Use Park Parcel:	Up to 1.5 acres of the Property surrounding and contiguous to the Museum Parcel. All berms, buffers and landscape designed solely to screen or aesthetically enhance the building on the Museum parcel must be included in the Joint Use Park Parcel. The Joint Use Park Parcel may be used by Developer for exclusive and private events and programs on an occasional basis.
The Museum Project:	A 75,000 SF to 130,000 SF public museum facility to be owned by the City, together with associated parking, driveways, permanent exhibits, and private outdoor exhibit spaces, all to be constructed by MOSH on the City-owned Museum Parcel with a minimum capital investment of \$85,000,000.
The Museum Building	The 75,000 SF to 130,000 SF public museum building to be owned by the City, excluding museum exhibits and site improvements.
The Park Project:	A publicly accessible Riverwalk and park space to be designed by Developer for the balance of the Property inclusive of the Joint Use Park Parcel, but exclusive of the Museum Parcel. The Developer may seek reimbursement for the design through a cost disbursement agreement subject to City Council approval. Contiguous landscaped areas designed for programmatic use as park space shall be maximized. The Park Project is included in the scope of the City CIP Project known as “MOSH and Riverwalk at the Shipyards”. This CIP project with an original \$20 million budget also includes within its scope the extension of A. Phillip Randolph Blvd and the extension of utilities to support the Project. Based on the prioritization of funding for the roadway and utilities, it is anticipated that no more than \$15 million will be available for the Park Project, inclusive of the Riverwalk.
City Museum Project	A to-be-created CIP project to assist with the cost of construction of the Project. The City Museum Project has been included in the Mayor’s proposed 24/25 Capital Improvement Plan and Budget. It is envisioned that the City Museum Project would be funded over multiple years to reimburse a portion of actual costs of building and site construction on the Museum Parcel. The terms of reimbursement to MOSH for expenses incurred will be contained in a standard City Cost Disbursement Agreement for the City Museum Project, and include periodic reimbursement (no more frequently than bi-monthly) for paid construction invoices in the prior two month period on a pro rata basis with MOSH funding as compared to the total cost of the Museum Project

	<p>Reimbursement for a pro rata share of Museum Project design costs will not be paid until application for 10-set approval has been made and the funding necessary for the construction of the Museum Building to proceed through construction has been secured. The Cost Disbursement Agreement will also require completion of the Museum Project by MOSH (with no additional City funding beyond the approved CIP project for the City Museum Project) with the Developer accepting responsibility for cost overruns.</p>
RDA	<p>The current Redevelopment Agreement dated _____, 2024 , by and between the City, DIA, and the Museum of Science and History of Jacksonville, Inc. the terms of which, except as provided herein, shall remain unchanged in the restated Redevelopment Agreement.</p>
Amended and Restated Redevelopment Agreement	<p>The Amended and Restated Redevelopment Agreement will establish the essential terms of the Lease of the Project on the Museum Parcel, the Joint Use Park Agreement with respect to use and maintenance of the Joint Use Park Parcel, the Developer’s rights and responsibilities with respect to design of the Park Project, the Developer’s and the City’s obligations with respect to construction of the Project, infrastructure improvements, site remediation, park improvements, etc., on the Property and other terms relevant to development of the Property. The Amended and Restated Redevelopment Agreement will become effective upon its execution following approval by the City Council. Its terms will govern the period prior to the Effective Date of the Lease as well as the rights and responsibilities of the parties for other portions of the Property throughout the term of the RDA.</p>
Lease Terms:	<p>The DIA on behalf of the City will enter into a Lease of the Project on the Museum Parcel with the Developer.</p> <p>The term of the Lease shall consist of a Construction Term not to exceed Three (3) years commencing on the Effective Date of the Lease (pre-conditions to the effective date of the Lease and commencement of the Construction Term include Completion of Construction Drawings, approval thereof by the DIA, Public Works and Parks, and issuance of Permits necessary to commence construction, and the Lease shall commence upon actual Commencement of Construction) and said Construction Term ending upon Substantial Completion of the Project. Upon Substantial Completion of the Project, the Occupancy Term of Forty (40) years shall commence, which lease will provide one (1) ten-year renewal option provided the Developer remains in compliance with the Redevelopment Agreement and Lease, including the use and maintenance obligations therein. At any time prior to the expiration of the Occupancy Term, whether or not extended by renewal, MOSH may seek an extension of the term, subject to review and approval by the City Council.</p> <p>Annual lease rent shall be \$1.00/year.</p> <p>MOSH may obtain, at its expense, leasehold title insurance but the City shall have no obligation to warrant title or remove any title defects.</p>

Site Investigation:	The Due Diligence Period has expired.
Environmental:	<p>The City will remain responsible for compliance with the Shipyards BSRA and all orders and consent agreements governing environmental issues applicable to the Property.</p> <p>MOSH will provide access to the Property for any required investigation and monitoring activities but shall not be liable for environmental issues applicable to the Property except to the extent the cause of the same is attributable to the use or occupancy of the Property by MOSH, including liability for any damage caused by Developer or its contractors during construction.</p>
Entitlements:	The City and the DIA will allocate all required entitlements for the Project, including but not limited to Downtown Development Rights and Mobility Credits at no expense to the Developer. Stormwater Credits will be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known.
Design:	<p>a. MOSH will design the museum facility and the surrounding park space comprising the Property with the aspirational goal of creating an iconic venue. Iconic means that the facility will be visually dramatic, unique, and memorable. It will be designed with the intent to draw visitors from around the Southeast Region and serve as an important and enduring landmark contributing to that which defines the City as a distinctive urban center and will remain visually and experientially appealing with the passage of time.</p> <p>b. The design will comply with the Downtown Overlay Standards as enacted within the Jacksonville Municipal Code as well as the DDRB’s development guidelines. A minimum 50’ building setback from the river on all waterfront sides of the Property will be required and no portion of the Museum Parcel may encroach within this zone. The Park Project and the Museum Project will be presented to DDRB for informational purposes as a City project as required by Ordinance.</p> <p>c. MOSH shall advise its Design team that DIA desires an expanded riverfront park space adjacent to Riverwalk to connect parks east and west of the site. To the extent feasible, the building itself and the boundary of the Leased Parcel will be set back 100 feet or more from the bulkhead, but its riverfront frontage should open to and engage with the Riverfront park. Furthermore, the building should be designed to engage Bay Street. DIA envisions a walkable activated corridor, and this site needs to contribute to the activation of that street frontage. In most cases, we require retail or restaurant space with direct sidewalk access and the zoning Overlay includes a “build to” line.</p>

	<p>d. The Design of the Park Project (inclusive of the Joint Use Park Parcel) is subject to review and approval of the Downtown Investment Authority for consistency with its BID and CRA Plan and of the DIA and COJ Department of Parks, Recreation and Community Services for consistency with associated adopted studies and plans of each for the Riverwalk and riverfront.</p> <p>e. The Developer has submitted to the Downtown Investment Authority a site plan for the Museum Parcel (inclusive of approximate building dimensions, setbacks, entrances, uses and engagement on Bay and the riverfront) which has been reviewed and approved by DIA for consistency with the design elements contemplated hereunder and will be attached to the RDA as an exhibit.</p> <p>f. The design of the Museum Parcel may include queuing space for loading and unloading a maximum of 6 buses delivering and picking up museum patrons. Surface parking of buses on the Property shall not be permitted.</p> <p>g. In collaboration with the City’s Chief Resiliency Officer, the design will include resiliency features, including to the extent practicable the design recommendations set forth in the 2021 Report by the City Council Special Committee on Resiliency and/or other City requirements adopted as of design review, consistent with the term of the Ground Lease. A storm surge simulation has been provided to the Developer by the City to evaluate how flooding can be mitigated, and the results factored into the design.</p> <p>h. The design must be coordinated with the Hogan’s Creek resiliency project which is under design and Emerald trail segment contemplated to cross the site. Preliminary designs contemplate a living shoreline to improve habitat and water quality at the mouth of Hogan’s Creek. In addition, the current concept design proposes up to a 100’ buffer from the existing bulkhead. The concept design also contemplates a Trail visitor center at Bay Street on the creek front and the trail must connect to the Riverwalk Publicly available restrooms for trail and Riverwalk users should be accommodated either in the visitor center or elsewhere within the Park Project. Finally, the location of the pedestrian bridge crossing the creek will be subject to coordinated design and placement.</p> <p>i. A science themed activity node will be included on the Property executed at a scale, durability and appeal complementing other activity nodes within the Downtown Area. The node marker shall be capable of being lighted at night and visible from other locations along the Riverwalk.</p>
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	<p>j. The design will include access to and features complementing the portion of the Riverwalk located adjacent to the Property.</p> <p>k. Landscaping will comply with the City's standards, Downtown Design Standards, and the Riverwalk Plant Palette within the Riverwalk adjacent portion of the Property.</p> <p>l. The Design of the Park Project shall be subject to review and approval of the City and DIA as evidenced by the approval of Schematic design (30%), Design development (60%) and 100% Construction drawings per Section 7.2 of the RDA.</p> <p>m. The design of the Musuem Project shall be subject to the review and approval of the City and DIA, as evidenced by the approval of Schematic Design (30%), Design Development (60%) and 100% Construction Drawings by DIA, Public Works and Parks as provided below.</p> <p>n. All design and construction activities regarding the Project and Museum Project must comply with applicable procurement laws and ordinances and City JSEB requirements.</p>
<p>Construction and Financing of Infrastructure under previous CIP Project:</p>	<p>Pursuant to a previously approved and funded CIP project, subject to the availability of funds and leaving no less than \$_15 million remaining for the construction of the Park Project, the City shall:</p> <p>a. Prior to Commencement of Construction, pursuant to a Cost Disbursement Agreement, the City will reimburse the Developer for the Design of the Park Project and science themed activity node (excludes the Museum Parcel) in an amount not to exceed \$800,000.</p> <p>b. Following completion and approval of 60% design of the Museum Project and prior to commencement of the Construction Term, the City shall undertake on-site horizontal improvements including unsuitable materials removal and disposal, dewatering, filling, grading, extension, or relocation of utilities within the Property and measures required to provide stable bases for structural foundations and substantial loadbearing Project elements, including but not limited to excavation work.</p> <p>c. Following completion and approval of 90% design of the Museum Project and rior to commencement of the Construction Term, the stubbing of electric, water, wastewater, and reuse water utility services at the property and facilities for receiving and transporting stormwater from the Property for management off-site if required or connecting to the River.</p> <p>d. Following completion and approval of 60% design of the Museum Project the City shall design an extension of A. Philip Randolph Blvd.</p>

	<p>contiguous to the Property boundary to provide access to the future driveway/parking entrance for the Project. During the Construction Term and prior to commencement of the Occupancy Term of the Lease, the City shall construct an extension of A. Philip Randolph Blvd. contiguous to the Property boundary to provide access to the future driveway/parking entrance for the Project.</p> <p>e.</p> <p>f. The City shall commence construction of the Riverwalk within 6 months of completion of design by MOSH and delivery of construction documents therefor to the City. The City shall construct the Riverwalk from funds available within the currently approved CIP project budget and complete construction prior to commencement of the Occupancy Term.</p> <p>g. During the Construction Term and prior to commencement of the Occupancy Term of the Lease, the Developer may elect to construct the Park Project and science themed activity node, or portions thereof, and the City shall reimburse Developer, pursuant to a Cost Disbursement Agreement, for construction of the approved Park Project in accordance with the approved budget therefor, with Developer assuming responsibility for cost overruns, if any, associated with such construction. If Developer elects not to construct all or any portion of the Park Project, the City shall construct the same once construction of the Museum Project has progressed to a point where all site work on the Museum Parcel and the building exterior is complete. Construction of all park components funded by the remaining available CIP project funding shall proceed without interruption until complete.</p> <p>h. Any excess funds in the approved CIP project upon completion of the approval of budgets for the foregoing items (a) through (g), shall be used to further extend the Riverwalk beyond and in the vicinity of the Property as is currently permitted within the approved CIP Project Scope and may not be used for construction of the Project on the Museum Parcel..</p>
<p>Construction and Financing of Museum Project under proposed CIP Project:</p>	<p>Pursuant to the proposed CIP project for the Museum Project , the City shall provide up to \$50,000,000.00 to MOSH as reimbursement, pursuant to a standard Cost Disbursement Agreement and the terms described above, for design and construction of the Museum Project , subject to available funds in the FY of the request for payment in accordance with the approved CIP Project.</p>
<p>Fundraising Condition:</p>	<p>MOSH has secured and is responsible for retaining for use on the Musuem Project funds (private donations, grants, etc. other than City contributions) for the construction of the museum facility and associated improvements on the Museum Parcel totaling at a minimum \$40,000,000, with a total projected capital investment of \$85,000,000. MOSH anticipates the principal sources for</p>

	<p>such funds to be twofold: (i) donations secured by pledge agreements with individuals, business entities, foundations, and the like; and (ii) a grant or grants from the State, Federal Government, or other grant organizations. To qualify as having been secured, a pledge must be binding, though it may be collected over a period of years. MOSH is not prohibited from procuring institutional financing for facility construction so long as neither the Museum Parcel, the Lease nor the museum facility and fixed improvements are pledged as security. Such financing may be secured by donation pledge agreements. MOSH has confirmed the satisfaction of initial fundraising requirement as of June 30, 2024, but must retain such funds throughout the Construction Term, or utilize them toward the cost of the Museum Project. Evidence shall be provided to DIA semi-annually that the funds remain pledged or on deposit or have been expended on [Direct Costs] of the Museum Project. _____</p> <p>MOSH is also responsible to secure sufficient funding, prior to December 15, 2025, which when coupled with the proposed CIP project funding for the Museum Building, will fully fund construction of the entire Museum Building in accordance with the approved plans therefor. Failure to secure funding adequate to allow MOSH to commence construction of the museum Building by December 31, 2025, and proceed without interruption to completion, subject to extensions as permitted in the RDA and by force majeure, will result in the termination of the RDA and MOSH will have no further rights to development of the Property.</p>
<p>Use of the Museum Parcel:</p>	<p>The facility constructed on the Property will be used by MOSH primarily as a public museum with exhibits, programs and fixed improvements focused principally on science and history including education centered around technology, engineering, and mathematics. Ancillary uses may include a gift shop and food service. MOSH is authorized to charge general admission fees; rental fees for on-site third-party events; specific program charges and tuition for workshop, classroom and educational units provided by MOSH; admission fees for school sponsored visits.</p> <p>The Museum will contain no less than 50,000 square feet of exhibit and gallery space, in addition to classrooms, gift shops, cafés, event space and other facilities. The Museum will be open to the public no fewer than 295 days per year; no fewer than 5 hours/day. It is understood that the activation of the riverfront on a consistent basis is a material inducement to the Ground Lease.</p>
<p>Use of the Joint Use Park Parcel:</p>	<p>The Joint Use Park Parcel shall remain generally open and available for public use as a park, however pursuant to an operating agreement or parks partnership agreement MOSH shall have the non-exclusive right to program such space and on occasion restrict access to portions of the Joint Use Park Parcel for private or ticketed events. MOSH shall be responsible for routine maintenance of the Joint Use Park Parcel, other than Capital Expenditures, may establish rules for its use and shall include the Joint Use Park Parcel within its insurance coverage for all MOSH programs, sponsored or private events. In no</p>

	<p>event shall the Joint Use Park Parcel be permanently gated, fenced or access otherwise restricted to require entry through the Museum. During hours other than (i) Museum Operating hours and (ii) hours of occasional special events sponsored by the Museum after such Operating hours subject to coordination with the Parks and Recreation Department, the Joint Use Park Parcel shall be publicly accessible in accordance with applicable City Park rules for the Riverwalk and adjacent parks space.</p>
<p>Permits:</p>	<p>MOSH will be responsible for obtaining all building and other permits required for the Project, and for the Park Project if MOSH elects to construct the Park Project.</p>
<p>Selected Lease Provisions:</p>	<p>The Lease will include provisions, among others in the standard City Ground Lease, addressing the following:</p> <ul style="list-style-type: none"> a. MOSH will obtain and maintain liability and premises insurance with limits established by City Risk management. The City must be named as an additional insured under each policy. MOSH will annually reimburse the City for the cost of insuring the Project against casualty loss. b. Without the City's consent, the Lease will not be assigned by MOSH to a third party, nor will MOSH sublease any portion of the Property to a third party; provided, the foregoing will not prohibit MOSH from subleasing any portion of the Property to the Duval County School District for educational purposes, or from renting the facility to third parties for short term events, or from subleasing space to a third-party provider of food service, and the City's consent will not be required for the same. c. Upon the termination of the Lease for any reason, the City promptly will be let into possession of the Property. Throughout the term of the Lease, title to any permanent exhibits or movable fixtures within the Museum facility will remain with MOSH until the termination of the Lease, whereupon such title will pass to the City. d. Typical lease remedies for default with cure opportunities. e. MOSH will be responsible for all maintenance of the Project and the Museum Project, including capital maintenance and replacements, and during the term of the Lease and shall maintain the Project in clean safe and like new condition throughout the term of the Lease, subject to normal depreciation wear and tear.

	<p>f. MOSH shall have no right to sell or grant naming rights to any portion of the Project visible from public rights of way or pedestrian areas or from the Park Project without the express prior written approval of the City and no grant of naming rights visible from public rights of way or pedestrian areas or from the Park Project shall exceed the lesser of 20 years or the useful life of the improvements funded by the donation. Further, no grant of naming rights internal to the Project and not visible from public rights of way or pedestrian areas or from the Park Project shall exceed the useful life of the improvements funded by the donation or the term of the Lease, whichever is less.</p>
<p>Performance Schedule:</p>	<p>a. June 30, 2024- MOSH to have satisfied fundraising condition which has been satisfied.</p> <p>b. June 30, 2024 – MOSH to have completed the bid process, including the award thereof, for the design of the Project in compliance with CCNA and other applicable state and local procurement laws and ordinances applicable to projects, which has been satisfied.</p> <p>c. June 30, 2024, MOSH to have commenced design of the Museum Project and the Project, which has begun.</p> <p>d. October 31, 2024, MOSH to have completed the Schematic Design Phase and submitted plans to the City for approval.</p> <p>e. March 31, 2025, MOSH to have completed the Design Development Phase for the Project and Museum Project and submitted plans to the City for approval.</p> <p>f. September 30, 2025, MOSH to have completed 100% construction drawings, obtained City approval thereof, submitted applications for all necessary permits to commence construction and prepared construction bid documents.</p> <p>g. December 1, 2025, MOSH to have issued bid solicitation for construction for the Museum Project and the Project.</p> <p>h. Commencement of Construction or termination of RDA. Construction of the museum facility by MOSH must commence no later than December 21, 2025. The commencement of construction or installation of the infrastructure and site work performed by the City or its contractor shall not be deemed the commencement of construction of the museum facility.</p> <p>i. July 31, 2028 – Substantial Completion of construction of all improvements on the Property.</p>

	<p>j. The foregoing deadlines will be subject to extensions of up to a cumulative total of six (6) months granted by the DIA’s Executive Director and an additional up to six (6) months by the DIA Board without additional City approval upon reasonable cause shown by MOSH, and by force majeure. An extension of the Commencement Date shall also apply to the date of Substantial Completion, so that a single extension provided will apply to both simultaneously. All other extensions shall apply only to the performance milestone extended.</p> <p>k. The development of the Property and construction of the museum building will not be phased; however, this provision does not preclude future finishing out of the interior of buildings and other improvements after Substantial Completion. Any future exterior work in the Museum Parcel will be subject to DDRB review. exhibits interior to the building.</p> <p>l. Following entry into the Redevelopment Agreement MOSH will provide to the City, project updates every six months.</p>
City Plan review and comments	Whenever City (including Parks, Public Works and/or DIA) review and approval of plans for the Museum Project, Park Project, or Project Parcel is required by the RDA (as opposed to any code required permitting or DDRB approval which will proceed in the normal manner), the City agrees that such review comments and disapproval, conditional approval or approval shall be provided within thirty days of receipt of digital copies of the required design stage plans. Such comments and approval shall be aggregated and communicated to MOSH through the Director of Public Works on behalf of the identified City departments.
Existing Museum	One hundred and eighty days following the date substantial completion of the new museum facility on the Property has been achieved, the lease and sublease for the existing MOSH museum located at 1025 Museum Circle will be deemed terminated. Prior to termination, MOSH will retain exclusive possession of the existing museum facility for the purpose of packing and removing non-fixed property belonging to MOSH, immediately following which MOSH will vacate the premises and surrender possession to the City. Simultaneously with the termination, the Duval County School District shall relinquish all interests in the premises. Title to and ownership of all structures and fixtures on the premises by MOSH will pass to the City upon the date following the vacating of the premises by MOSH. Notwithstanding the foregoing, in the event existing grant conditions require that the existing facility remain in operation through 2026, MOSH will comply with such grant requirements or cause the same to be released prior to vacation of the current facility.

The provisions of this Term Sheet are intended to guide the parties in negotiating the Lease, the Redevelopment Agreement and any other documents that may be necessary to give effect to the manifest intent of the parties expressed herein.