

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:  
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6 **ORDINANCE 2023-89-E**

7 APPROVING AND AUTHORIZING THE MAYOR OR HIS  
8 DESIGNEE AND CORPORATION SECRETARY TO EXECUTE A  
9 REDEVELOPMENT AGREEMENT, PURCHASE AND SALE  
10 AGREEMENT AND RELATED DOCUMENTS AS REFERENCED  
11 THEREIN (COLLECTIVELY, THE "AGREEMENTS")  
12 BETWEEN THE CITY OF JACKSONVILLE AND A. R. POLAR  
13 JACKSONVILLE, LLC ("COMPANY"), AND TO EXECUTE  
14 ALL DEEDS AND CLOSING DOCUMENTS RELATING  
15 THERETO, AND OTHERWISE TAKE ALL NECESSARY ACTION  
16 TO EFFECTUATE THE PURPOSES OF THE AGREEMENTS,  
17 FOR THE PURCHASE BY THE CITY OF AN APPROXIMATELY  
18 1.6-ACRE PARCEL OF COMPANY-OWNED REAL PROPERTY  
19 ("COMPANY PARCEL"), AT ITS APPRAISED VALUE  
20 LOCATED ON THE NORTHBANK OF THE ST. JOHNS RIVER  
21 (A PORTION OF R.E. NUMBER 130574-0000), UPON  
22 WHICH THE CITY INTENDS TO CONSTRUCT A MARINE  
23 FIRE STATION AND FIRE VESSEL MOORING FACILITY,  
24 IN EXCHANGE FOR TWO OPTIONS FOR THE COMPANY TO  
25 ACQUIRE UP TO 4.75 ACRES OF CITY-OWNED REAL  
26 PROPERTY, CURRENTLY USED AS A RETENTION POND (A  
27 PORTION OF R.E. NUMBER 130574-0150, THE "CITY  
28 PARCEL"); THE FIRST OPTION IS TO ACQUIRE 58,750  
29 SQUARE FEET OF THE CITY PARCEL, EQUAL TO THE  
30 FAIR MARKET VALUE OF THE COMPANY PARCEL, IN  
31 EXCHANGE FOR THE CITY'S PURCHASE OF THE COMPANY

1 PARCEL; THE SECOND OPTION IS TO PURCHASE UP TO  
2 THE BALANCE OF THE CITY PARCEL AT A PURCHASE  
3 PRICE OF \$38 PER SQUARE FOOT, SUBJECT TO CERTAIN  
4 INCREASES AS SET FORTH IN THE REDEVELOPMENT  
5 AGREEMENT; THE OPTIONS TO PURCHASE ARE FOR A  
6 TERM OF FIVE YEARS FROM THE EFFECTIVE DATE OF  
7 THE REDEVELOPMENT AGREEMENT, AND IF THE  
8 DEVELOPER DOES NOT CLOSE PURSUANT TO THE FIRST  
9 OPTION, THE CITY SHALL PAY A PURCHASE PRICE FOR  
10 THE COMPANY PARCEL IN THE AMOUNT OF \$3,055,000;  
11 AUTHORIZING THE EXECUTION OF ALL DOCUMENTS  
12 RELATING TO THE ABOVE AGREEMENT AND  
13 TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES  
14 TO THE DOCUMENTS; PROVIDING FOR OVERSIGHT OF  
15 THE EXECUTION OF THE AGREEMENTS BY THE DOWNTOWN  
16 INVESTMENT AUTHORITY; PROVIDING AN EFFECTIVE  
17 DATE.

18  
19 **WHEREAS**, the City of Jacksonville ("City") is the owner of an  
20 approximately 14.38 acre parcel of real property located generally  
21 at 1530 E. Adams Street (the "City Tract"), which includes a retention  
22 pond, and Developer is the owner of an adjacent parcel of land  
23 consisting of approximately 20.37 upland acres and additional  
24 submerged lands (the "Company Parcel"); and

25 **WHEREAS**, the Company has approached the DIA to acquire some or  
26 all of the approximately 4.75 acre retention pond parcel (the  
27 "Retention Pond Parcel") from the City, in exchange for conveyance  
28 from the Company to the City of an approximately 1.6 acre (1.2 acres  
29 of uplands and 0.4 acres of submerged lands, collectively, the "Fire  
30 Station Parcel") riverfront portion of the Company Parcel, on which  
31 the City intends to construct a marine fire station facility and fire

1 vessel mooring facility; and

2       **WHEREAS**, in exchange for the conveyance of the Fire Station  
3 Parcel to the City, Company shall have: (i) a five year option to  
4 purchase (as consideration for conveying the Fire Station Parcel to  
5 the City) a 58,750 square foot portion of the Retention Pond Parcel  
6 (the "Initial Option"); and (ii) a concurrent five-year option to  
7 purchase up to the remaining portion of the Retention Pond Parcel at  
8 a purchase price of \$38 per square foot, which increases to \$52 per  
9 square foot if the relevant portion of the Retention Pond Parcel is  
10 filled by the City prior to closing (the "Second Option"); in the  
11 event the Company does not close under the Initial Option, the City  
12 shall pay a purchase price of \$3,055,000 to the Company for the Fire  
13 Station Parcel, subject to future appropriation by Council, and the  
14 Company shall have no right to acquire the Retention Pond Parcel; and

15       **WHEREAS**, the deed conveying the Fire Station Parcel to the City  
16 will contain a right of reverter in the event the City does not  
17 commence construction of the marine fire station improvements by a  
18 date certain, restricts the use of the parcel to the marine fire  
19 station and certain other civic purposes for a term of 50 years (the  
20 "Restrictive Covenants"), and provides for a repurchase option at  
21 fair market value if the City violates the Restrictive Covenants; and

22       **WHEREAS**, the deed conveying the Retention Pond Parcel to the  
23 Company will contain a repurchase right if construction on the  
24 Retention Pond Parcel and Company Parcel consistent with the DIA  
25 Business Investment and Development Strategy for Downtown and  
26 Community Redevelopment Area Plan for the Northbank of Downtown does  
27 not commence by a date certain; and

28       **WHEREAS**, the City at its own cost will design and construct a  
29 dedicated public road with signalized intersection providing improved  
30 access to Gator Bowl Boulevard for each of the Fire Station Parcel  
31 and Retention Pond Parcel and Company Parcel; and

1           **WHEREAS**, the City has determined that the Retention Pond Parcel  
2 could be made available for a more economically productive use without  
3 development of a replacement pond and that the loss of some or all  
4 of the associated stormwater credits will not impede development  
5 within Downtown due to other qualified improvements; and

6           **WHEREAS**, Company desires to acquire the Retention Pond Parcel  
7 for use in connection with the future development of the Company  
8 Parcel; and

9           **WHEREAS**, on December 21, 2022, the DIA Board approved Resolution  
10 2022-12-01 to enter into the Agreements, said Resolution being  
11 attached hereto as **Exhibit 1**; and

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

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

16           **Section 1.           Redevelopment Agreement, Purchase and Sale**  
17 **Agreement and related agreements Authorized.** There is hereby approved  
18 and the Mayor, or his designee, and the Corporation Secretary, are  
19 hereby authorized to: (1) execute and deliver the Redevelopment  
20 Agreement, Purchase and Sale Agreement and related documents among  
21 the City of Jacksonville, Downtown Investment Authority and A.R.  
22 Polar Jacksonville, LLC (collectively, the "Agreements") in  
23 substantially the form placed **Revised On File** with the Legislative  
24 Services Division, the deed conveying the City Property to the  
25 Company, related closing documents, and all such other documents  
26 necessary or appropriate to effectuate the purpose of this Ordinance  
27 (with such "technical" changes as herein authorized); and (2) to  
28 take, or cause to be taken, such further action to effectuate the  
29 purpose of 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 and the Chief Executive Officer of the DIA, with such inclusion and  
3 acceptance being evidenced by execution of the Agreements by the  
4 Mayor, or his designee, and DIA; provided however, no modification  
5 to the Agreements may increase the financial obligations or liability  
6 of the City to an amount in excess of the amount stated in the  
7 Agreements or decrease the financial obligations or liability of  
8 Company, and any such modification shall be technical only and shall  
9 be subject to appropriate legal review and approval by the Office of  
10 General Counsel. For purposes of this Ordinance, the term "technical  
11 changes" is defined as those changes having no financial impact to  
12 the City or DIA, including, but not limited to, changes in legal  
13 descriptions or surveys, ingress and egress, easements and rights of  
14 way, design standards, access and site plan, resolution of title  
15 defects, if any, and other non-substantive changes that do not  
16 substantively increase the duties and responsibilities of the City  
17 or DIA under the provisions of the Agreement.

18       **Section 2.       Designation of Authorized Official and DIA as**  
19 **Contract Monitor.**     The Chief Executive Officer of the DIA is  
20 designated as the authorized official of the City for the purpose of  
21 executing and delivering the Agreements and is further designated as  
22 the authorized official of the City for the purpose of executing any  
23 additional contracts and documents and furnishing such information,  
24 data and documents for the Agreements and related documents as may  
25 be required and otherwise to act as the authorized official of the  
26 City in connection with the Agreements, and take or cause to be taken  
27 such action as may be necessary to enable the City to implement the  
28 Agreements according to its terms. The DIA is hereby further required  
29 to administer and monitor the Agreements and to handle the City's  
30 responsibilities thereunder, including the City's responsibilities  
31 under such Agreements working with and supported by all relevant City

1 departments.

2           **Section 3. Further Authorizations.** The Chief Executive  
3 Officer of the DIA, or her designee, is hereby authorized to execute  
4 the Agreements and otherwise take all necessary action in connection  
5 therewith and herewith. The Chief Executive Officer of the DIA is  
6 further authorized to negotiate and execute all necessary changes and  
7 amendments to the Agreements and any other contracts and documents  
8 to effectuate the purposes of this Ordinance, without further Council  
9 action, provided such changes and amendments to the Agreements are  
10 limited to amendments that are technical in nature (as described in  
11 Section 1 hereof), and further provided that all such amendments  
12 shall be subject to appropriate legal review and approval by the  
13 General Counsel, or his or her designee, and take all other  
14 appropriate official action required by law.

15           **Section 4. Oversight Department.** The Downtown Investment  
16 Authority shall oversee the property conveyances and projects  
17 described herein.

18           **Section 5. Effective Date.** This Ordinance shall become  
19 effective upon signature by the Mayor or upon becoming effective  
20 without the Mayor's signature.

21  
22 Form Approved:

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24           /s/ Mary E. Staffopoulos          

25 Office of General Counsel

26 Legislation Prepared By: John Sawyer

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