

1 Introduced by the Council President at the request of the DIA and
2 Substituted by the Neighborhoods, Community Services, Public Health
3 and Safety Committee and amended by the Finance Committee:
4

5 **ORDINANCE 2021-253-E**

6 AN ORDINANCE MAKING CERTAIN FINDINGS AND
7 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO
8 EXECUTE: (1) A REDEVELOPMENT AGREEMENT
9 ("REDEVELOPMENT AGREEMENT") AMONG THE CITY OF
10 JACKSONVILLE ("CITY"), DOWNTOWN INVESTMENT
11 AUTHORITY ("DIA"), AND RD RIVER CITY BREWERY,
12 LLC ("DEVELOPER"), WHICH REDEVELOPMENT
13 AGREEMENT PROVIDES FOR THE DESIGN AND
14 CONSTRUCTION OF 325 MULTI-FAMILY RESIDENTIAL
15 UNITS, A 500 SPACE STRUCTURED PARKING
16 FACILITY, A RESTAURANT AND BAR VENUE, A SHIP'S
17 STORE, MARINA IMPROVEMENTS AND RIVERWALK
18 IMPROVEMENTS BY THE DEVELOPER, ALL ON THE
19 SOUTHBANK OF THE ST. JOHNS RIVER WITHIN THE
20 SOUTHBANK DOWNTOWN COMMUNITY REDEVELOPMENT
21 AREA ("PROJECT"); (2) A QUITCLAIM DEED
22 CONVEYING AN APPROXIMATELY 3.43 ACRE PARCEL OF
23 CITY-OWNED LAND TO THE DEVELOPER AT NO COST;
24 (3) A MARINA IMPROVEMENTS COSTS DISBURSEMENT
25 AGREEMENT BY WHICH THE DEVELOPER SHALL REPAIR
26 AND CONSTRUCT ON BEHALF OF THE CITY CERTAIN
27 MARINA IMPROVEMENTS TO BE FUNDED BY THE CITY
28 IN THE MAXIMUM AMOUNT OF \$1,143,807, WITH COST
29 OVERRUNS THE RESPONSIBILITY OF THE DEVELOPER,
30 TO BE OWNED BY THE CITY; (4) A MARINA

1 OPERATING AND MAINTENANCE AGREEMENT BETWEEN
2 THE DEVELOPER, OR ITS DESIGNEE, AND THE CITY
3 FOR THE OPERATION AND MAINTENANCE OF THE
4 MARINA; AND (5) EASEMENTS AND RELATED
5 DOCUMENTS AS DESCRIBED IN THE REDEVELOPMENT
6 AGREEMENT; AUTHORIZING A SEVENTY-FIVE PERCENT,
7 TWENTY YEAR, MULTI-FAMILY MARKET-RATE
8 RECAPTURE ENHANCED VALUE (REV) GRANT IN THE
9 MAXIMUM AMOUNT NOT TO EXCEED \$12,996,885 IN
10 CONNECTION WITH THE PROJECT; AUTHORIZING AN
11 INFRASTRUCTURE GRANT IN THE AMOUNT OF
12 \$500,000; AUTHORIZING A RESTAURANT COMPLETION
13 GRANT IN THE AMOUNT OF \$500,000; PROVIDING FOR
14 ANNUAL \$50,000 APPROPRIATION FOR PROGRAMMING
15 OF ST. JOHNS RIVER PARK AND FRIENDSHIP
16 FOUNTAIN FOR TERM OF REV GRANT; SUBJECT TO AN
17 ANNUAL APPROPRIATION THEREFORE, PROVIDING FOR
18 10% OF ANNUAL PROJECT REVENUES FOR ENHANCED
19 MAINTENANCE AND STAFF AT ST. JOHNS RIVER PARK
20 AND FRIENDSHIP FOUNTAIN FOR THE TERM OF REV
21 GRANT; DESIGNATING THE DIA AS CONTRACT MONITOR
22 FOR THE REDEVELOPMENT AGREEMENT; PROVIDING FOR
23 CITY OVERSIGHT OF THE PROJECT BY THE
24 DEPARTMENT OF PUBLIC WORKS; AUTHORIZING THE
25 EXECUTION OF ALL DOCUMENTS RELATING TO THE
26 ABOVE AGREEMENTS AND TRANSACTIONS, AND
27 AUTHORIZING TECHNICAL CHANGES TO THE
28 DOCUMENTS; WAIVER OF THAT PORTION OF THE
29 PUBLIC INVESTMENT POLICY ADOPTED BY ORDINANCE
30 2016-382-E, AS AMENDED, TO AUTHORIZE THE

1 INFRASTRUCTURE GRANT AND RESTAURANT COMPLETION
2 GRANT, WHICH ARE NOT AUTHORIZED BY THE PUBLIC
3 INVESTMENT POLICY; PROVIDING AN EFFECTIVE
4 DATE.

5
6 **WHEREAS**, RD River City Brewery, LLC (the "Developer") has an
7 option to purchase the existing lease for the land located
8 generally at 835 Museum Circle on the Southbank of the St. Johns
9 River in downtown, Jacksonville, known generally as the River City
10 Brewing Company site (as subsequently conveyed from the City to the
11 Developer, the "Project Parcel"); and

12 **WHEREAS**, Developer intends to construct 325 Class A multi-
13 family residential units, a 500-space structured parking facility,
14 a restaurant and bar venue, a ship's store, and certain marina and
15 Riverwalk Improvements on the Project Parcel (or adjacent City-
16 owned real property, as applicable) (collectively, the "Project"),
17 at an estimated cost of \$85,000,000; and

18 **WHEREAS**, the Developer is seeking: (1) the conveyance of
19 approximately 3.43 acres of City-owned real property at no cost;
20 and (2) a REV Grant in the maximum, up to amount of \$12,996,885
21 payable from the Downtown Southbank Community Redevelopment Area;
22 (3) an infrastructure grant in the amount of \$500,000 payable by
23 the City; and (4) a restaurant completion grant in the amount of
24 \$500,000 payable by the City, all in support of the Project, and
25 the City has also agreed to sell to Developer an approximately 3.43
26 acre parcel of City-owned land at no cost (the "City Parcel") so
27 Developer may construct at its cost the residential improvements,
28 parking garage and other improvements to support the Project; and

29 **WHEREAS**, the Developer will also construct on behalf of the
30 DIA certain Marina Improvements at the City's expense in the

1 maximum, up to amount of \$1,143,807, with the Developer responsible
2 for all costs in excess thereof, as well as adjacent Riverwalk
3 Improvements, with a minimum investment of \$250,000 by the
4 Developer, all at its sole expense, and the City has agreed to
5 relocate underground storage tanks at its expense to accommodate
6 the Project; and

7 **WHEREAS**, subject to annual approval by the DIA Board and
8 appropriation thereof by Council, the DIA has agreed to provide on
9 an annual basis during the term of the REV Grant the amount of
10 \$50,000 to be used by the City to provide enhanced programming and
11 activation activities for St. Johns River Park and Friendship
12 Fountain payable from the Downtown Southbank Community
13 Redevelopment Area, and subject to an annual appropriation by the
14 DIA Board, the DIA has agreed to dedicate 10% of the Annual Project
15 Revenues actually received by the DIA to the costs of enhanced park
16 maintenance and staff for the St. Johns River Park and Friendship
17 Fountain for the term of the REV Grant payable from the Downtown
18 Southbank Community Redevelopment Area; and

19 **WHEREAS**, the DIA has considered the Developer's requests and
20 has determined that the REV Grant, infrastructure grant, restaurant
21 completion grant and property conveyance authorized hereby will
22 enable the Developer to construct the Project as described in the
23 Redevelopment Agreement; and

24 **WHEREAS**, the Project is consistent with the DIA BID Plan, and
25 furthers Redevelopment Goal 1, Reinforce Downtown as the City's
26 unique epicenter for business, history, culture, education and
27 entertainment, Redevelopment Goal 4, improve
28 walkability/bikeability and connectivity to adjacent neighborhoods
29 and the St. John River while creating highly walkable nodes; and

1 Redevelopment Goal 5, establish a waterfront design framework to
2 ensure a unique experience and sense of place; and

3 **WHEREAS**, on January 20, 2021, the DIA approved a resolution
4 (the "Resolution") to enter into the Redevelopment Agreement, said
5 Resolution being attached hereto as **Exhibit 1**; and

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

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

10 **Section 1. Findings.** It is hereby ascertained,
11 determined, found and declared as follows:

12 (a) The recitals set forth herein are true and correct.

13 (b) The Project will greatly enhance the City and otherwise
14 promote and further the municipal purposes of the City.

15 (c) The City's assistance for the Project will enable and
16 facilitate the Project, the Project will enhance and increase the
17 City's tax base and revenues, and the Project will improve the
18 quality of life necessary to encourage and attract business
19 expansion in the City.

20 (d) Enhancement of the City's tax base and revenues are
21 matters of State and City concern.

22 (e) The Developer is qualified to carry out the Project.

23 (f) The authorizations provided by this Ordinance are for
24 public uses and purposes for which the City may use its powers as a
25 municipality and as a political subdivision of the State of Florida
26 and may expend public funds, and the necessity in the public
27 interest for the provisions herein enacted is hereby declared as a
28 matter of legislative determination.

29 (g) This Ordinance is adopted pursuant to the provisions of
30 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's

1 Charter, and other applicable provisions of law.

2 **Section 2. Execution of Agreements.** The Mayor (or his
3 authorized designee) and the Corporation Secretary are hereby
4 authorized to execute and deliver the Redevelopment Agreement,
5 Marina Improvements Costs Disbursement Agreement, Marina Operating
6 and Maintenance Agreement, quitclaim deed, easements and related
7 documents described in the Redevelopment Agreement (collectively,
8 the "Agreements") substantially in the form placed **Second Revised**
9 **On File** with the Legislative Services Division (with such
10 "technical" changes as herein authorized), for the purpose of
11 implementing the recommendations of the DIA as further described in
12 the Redevelopment Agreement.

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

30 **Section 3. Payment of REV Grant.**

1 (a) The REV Grant in the amount not to exceed \$12,996,885,
2 the terms of which are more specifically described in the
3 Redevelopment Agreement, shall not be deemed to constitute a debt,
4 liability, or obligation of the City or of the State of Florida or
5 any political subdivision thereof within the meaning of any
6 constitutional or statutory limitation, or a pledge of the faith
7 and credit or taxing power of the City or of the State of Florida
8 or any political subdivision thereof, but shall be payable solely
9 from the funds provided therefor as provided in this Section. The
10 Redevelopment Agreement shall contain a statement to the effect
11 that the City shall not be obligated to pay any installment of its
12 financial assistance to the Developer except from the non-ad
13 valorem revenues or other legally available funds provided for that
14 purpose, that neither the faith and credit nor the taxing power of
15 the City or of the State of Florida or any political subdivision
16 thereof is pledged to the payment of any portion of such financial
17 assistance, and that the Developer, or any person, firm or entity
18 claiming by, through or under the Developer, or any other person
19 whomsoever, shall never have any right, directly or indirectly, to
20 compel the exercise of the ad valorem taxing power of the City or
21 of the State of Florida or any political subdivision thereof for
22 the payment of any portion of such financial assistance.

23 (b) The DIA Board is hereby authorized to and shall disburse
24 the annual installments of the REV Grant to the Developer as
25 provided in this Section in accordance with this Ordinance and the
26 Redevelopment Agreement.

27 **Section 4. Payment of Infrastructure Grant.**

28 (a) The Infrastructure Grant shall not be deemed to constitute
29 a debt, liability, or obligation of the City or of the State of
30 Florida or any political subdivision thereof within the meaning of

1 any constitutional or statutory limitation, or a pledge of the faith
2 and credit or taxing power of the City or of the State of Florida or
3 any political subdivision thereof, but shall be payable solely from
4 the funds provided therefor as provided in this Section. The
5 Agreement shall contain a statement to the effect that the City
6 shall not be obligated to pay any installment of its financial
7 assistance to the Company except from the non-ad valorem revenues or
8 other legally available funds provided for that purpose, that
9 neither the faith and credit nor the taxing power of the City or of
10 the State of Florida or any political subdivision thereof is pledged
11 to the payment of any portion of such financial assistance, and that
12 the Company, or any person, firm or entity claiming by, through or
13 under the Company, or any other person whomsoever, shall never have
14 any right, directly or indirectly, to compel the exercise of the ad
15 valorem taxing power of the City or of the State of Florida or any
16 political subdivision thereof for the payment of any portion of such
17 financial assistance.

18 (b) The Mayor, or his designee, is hereby authorized to and
19 shall disburse the Infrastructure Grant as provided in this Section
20 in accordance with this Ordinance and the Redevelopment Agreement.

21 **Section 5. Payment of Restaurant Completion Grant.**

22 (a) The Restaurant Completion Grant shall not be deemed to
23 constitute a debt, liability, or obligation of the City or of the
24 State of Florida or any political subdivision thereof within the
25 meaning of any constitutional or statutory limitation, or a pledge
26 of the faith and credit or taxing power of the City or of the State
27 of Florida or any political subdivision thereof, but shall be
28 payable solely from the funds provided therefor as provided in this
29 Section. The Agreement shall contain a statement to the effect that
30 the City shall not be obligated to pay any installment of its

1 financial assistance to the Company except from the non-ad valorem
2 revenues or other legally available funds provided for that purpose,
3 that neither the faith and credit nor the taxing power of the City
4 or of the State of Florida or any political subdivision thereof is
5 pledged to the payment of any portion of such financial assistance,
6 and that the Company, or any person, firm or entity claiming by,
7 through or under the Company, or any other person whomsoever, shall
8 never have any right, directly or indirectly, to compel the exercise
9 of the ad valorem taxing power of the City or of the State of
10 Florida or any political subdivision thereof for the payment of any
11 portion of such financial assistance.

12 (b) The Mayor, or his designee, is hereby authorized to and
13 shall disburse the Restaurant Completion Grant as provided in this
14 Section in accordance with this Ordinance and the Redevelopment
15 Agreement.

16 **Section 6. Annual Appropriation for Programming and**
17 **Activation of St. Johns River Park and Friendship Fountain.** Subject
18 to an annual appropriation by the DIA Board therefore, the DIA
19 agrees to appropriate \$50,000 per year for each year of the term of
20 the REV Grant (and for so long as the Developer remains eligible for
21 a REV Grant payment pursuant to the terms of the Redevelopment
22 Agreement) to be used by the City for the programming and activation
23 of St. Johns River Park and Friendship Fountain.

24 **Section 7. Annual Appropriation for Enhanced Park Maintenance**
25 **and Dedicated Staff for St. Johns River Park and Friendship**
26 **Fountain.** Subject to DIA Board approval and an annual appropriation
27 of City Council therefore, the DIA agrees to dedicate 10% of Annual
28 Project Revenues (as defined in the Redevelopment Agreement) for
29 each year of the term of the REV Grant (and for so long as the
30 Developer remains eligible for a REV Grant payment pursuant to the

1 terms of the Redevelopment Agreement) to be used by the DIA for
2 enhanced park maintenance and dedicated staff of the St. Johns River
3 Park and Friendship Fountain.

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

20 **Section 9. Oversight Department.** The Department of
21 Public Works shall oversee the Project described herein, and the
22 Department of Parks, Recreation and Community Services shall
23 oversee the marina improvements and Riverwalk improvements portion
24 of the Project.

25 **Section 10. Further Authorizations.** The Mayor, or his
26 designee, and the Corporation Secretary, are hereby authorized to
27 execute the Agreements and all other contracts and documents and
28 otherwise take all necessary action in connection therewith and
29 herewith. The Chief Executive Officer of the DIA, as contract
30 administrator, is authorized to negotiate and execute all necessary

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

9 **Section 11. Waiver of Public Investment Policy.** The
10 requirements of the Public Investment Policy adopted by City
11 Council Ordinance 2016-382-E, as amended, are waived to authorize
12 the Infrastructure Grant and Restaurant Completion Grant that are
13 not authorized pursuant to the Public Investment Policy. The
14 waiver is justified due to the fact that the Project will cause an
15 estimated private capital investment in the project of \$85,000,000
16 and result in increased ad valorem revenues to the City.

17 **Section 12. Effective Date.** This Ordinance shall become
18 effective upon signature by the Mayor or upon becoming effective
19 without the Mayor's signature.

20
21 Form Approved:

22
23 /s/ Paige H. Johnston

24 Office of General Counsel

25 Legislation Prepared By: John Sawyer

26 GC-#1437015-v1-2021-253-E.docx