

1 Introduced by the Council President at the request of the DIA:
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4 **ORDINANCE 2021-253**

5 AN ORDINANCE MAKING CERTAIN FINDINGS AND
6 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO
7 EXECUTE: (1) A REDEVELOPMENT AGREEMENT
8 ("REDEVELOPMENT AGREEMENT") AMONG THE CITY OF
9 JACKSONVILLE ("CITY"), DOWNTOWN INVESTMENT
10 AUTHORITY ("DIA"), AND RD RIVER CITY BREWERY,
11 LLC ("DEVELOPER"), WHICH REDEVELOPMENT
12 AGREEMENT PROVIDES FOR THE DESIGN AND
13 CONSTRUCTION OF 325 MULTI-FAMILY RESIDENTIAL
14 UNITS, A 500 SPACE STRUCTURED PARKING FACILITY,
15 A RESTAURANT AND BAR VENUE, A SHIP'S STORE,
16 MARINA IMPROVEMENTS AND RIVERWALK IMPROVEMENTS
17 BY THE DEVELOPER, ALL ON THE SOUTHBANK OF THE
18 ST. JOHNS RIVER WITHIN THE SOUTHBANK DOWNTOWN
19 COMMUNITY REDEVELOPMENT AREA ("PROJECT"); (2) A
20 QUITCLAIM DEED CONVEYING AN APPROXIMATELY 3.43
21 ACRE PARCEL OF CITY-OWNED LAND TO THE DEVELOPER
22 AT NO COST; (3) A MARINA IMPROVEMENTS COSTS
23 DISBURSEMENT AGREEMENT BY WHICH THE DEVELOPER
24 SHALL REPAIR AND CONSTRUCT ON BEHALF OF THE CITY
25 CERTAIN MARINA IMPROVEMENTS TO BE FUNDED BY THE
26 CITY IN THE MAXIMUM AMOUNT OF \$1,143,807, WITH
27 COST OVERRUNS THE RESPONSIBILITY OF THE
28 DEVELOPER, TO BE OWNED BY THE CITY; (4) A MARINA
29 OPERATING AND MAINTENANCE AGREEMENT BETWEEN THE
30 DEVELOPER, OR ITS DESIGNEE, AND THE CITY FOR THE
31 OPERATION AND MAINTENANCE OF THE MARINA; AND (5)

1 EASEMENTS AND RELATED DOCUMENTS AS DESCRIBED IN
2 THE REDEVELOPMENT AGREEMENT; AUTHORIZING A
3 SEVENTY-FIVE PERCENT, TWENTY YEAR, MULTI-FAMILY
4 MARKET-RATE RECAPTURE ENHANCED VALUE (REV) GRANT
5 IN THE MAXIMUM AMOUNT NOT TO EXCEED \$12,996,885
6 IN CONNECTION WITH THE PROJECT; AUTHORIZING AN
7 INFRASTRUCTURE GRANT IN THE AMOUNT OF \$500,000;
8 AUTHORIZING A RESTAURANT COMPLETION GRANT IN THE
9 AMOUNT OF \$500,000; PROVIDING FOR ANNUAL \$50,000
10 APPROPRIATION FOR PROGRAMMING OF ST. JOHNS RIVER
11 PARK AND FRIENDSHIP FOUNTAIN FOR TERM OF REV
12 GRANT; WAIVING PROVISIONS OF CHAPTER 122,
13 (PUBLIC PROPERTY), PART 4 (REAL PROPERTY),
14 SUBPART C, (COMMUNITY REDEVELOPMENT REAL
15 PROPERTY DISPOSITIONS), *ORDINANCE CODE*, TO
16 AUTHORIZE SALE OF CITY-OWNED REAL PROPERTY
17 WITHOUT AN APPRAISAL TO DEVELOPER AT LESS THAN
18 FAIR MARKET VALUE; DESIGNATING THE DIA AS
19 CONTRACT MONITOR FOR THE REDEVELOPMENT
20 AGREEMENT; PROVIDING FOR CITY OVERSIGHT OF THE
21 PROJECT BY THE DEPARTMENT OF PUBLIC WORKS;
22 AUTHORIZING THE EXECUTION OF ALL DOCUMENTS
23 RELATING TO THE ABOVE AGREEMENTS AND
24 TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES
25 TO THE DOCUMENTS; PROVIDING AN EFFECTIVE DATE.

26
27 **WHEREAS**, RD River City Brewery, LLC (the "Developer") has an
28 option to purchase the existing lease for the land located generally
29 at 835 Museum Circle on the Southbank of the St. Johns River in
30 downtown, Jacksonville, known generally as the River City Brewing
31 Company site (as subsequently conveyed from the City to the Developer,

1 the "Project Parcel"); and

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

8 **WHEREAS**, the Developer is seeking: (1) the conveyance of
9 approximately 3.43 acres of City-owned real property at no cost; and
10 (2) a REV Grant in the maximum, up to amount of \$12,996,885; (3) an
11 infrastructure grant in the amount of \$500,000; and (4) a restaurant
12 completion grant in the amount of \$500,000, all in support of the
13 Project, and the City has also agreed to sell to Developer an
14 approximately 3.43 acre parcel of City-owned land at no cost (the
15 "City Parcel") so Developer may construct at its cost the residential
16 improvements, parking garage and other improvements to support the
17 Project; and

18 **WHEREAS**, the Developer will also construct on behalf of the City
19 certain Marina Improvements at the City's expense in the maximum, up
20 to amount of \$1,143,807, with the Developer responsible for all costs
21 in excess thereof, as well as adjacent Riverwalk Improvements, with
22 a minimum investment of \$250,000 by the Developer, all at its sole
23 expense, and the City has agreed to relocate underground storage
24 tanks at its expense to accommodate the Project; and

25 **WHEREAS**, subject to annual appropriation by Council, the City
26 has agreed to appropriate on an annual basis during the term of the
27 REV Grant the amount of \$50,000 to be used by the City to provide
28 enhanced programming and activation activities for St. Johns River
29 Park and Friendship Fountain; and

30 **WHEREAS**, the DIA has considered the Developer's requests and has
31 determined that the REV Grant, infrastructure grant, restaurant

1 completion grant and property conveyance authorized hereby will
2 enable the Developer to construct the Project as described in the
3 Redevelopment Agreement; and

4 **WHEREAS**, the Project is consistent with the DIA BID Plan, and
5 furthers Redevelopment Goal 1, Reinforce Downtown as the City's unique
6 epicenter for business, history, culture, education and
7 entertainment, Redevelopment Goal 4, improve walkability/bikeability
8 and connectivity to adjacent neighborhoods and the St. John River
9 while creating highly walkable nodes; and Redevelopment Goal 5,
10 establish a waterfront design framework to ensure a unique experience
11 and sense of place; and

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

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

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

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

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

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

24 (c) The City's assistance for the Project will enable and
25 facilitate the Project, the Project will enhance and increase the
26 City's tax base and revenues, and the Project will improve the quality
27 of life necessary to encourage and attract business expansion in the
28 City.

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

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

1 (f) The authorizations provided by this Ordinance are for public
2 uses and purposes for which the City may use its powers as a
3 municipality and as a political subdivision of the State of Florida
4 and may expend public funds, and the necessity in the public interest
5 for the provisions herein enacted is hereby declared as a matter of
6 legislative determination.

7 (g) This Ordinance is adopted pursuant to the provisions of
8 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's
9 Charter, and other applicable provisions of law.

10 **Section 2. Execution of Agreements.** The Mayor (or his
11 authorized designee) and the Corporation Secretary are hereby
12 authorized to execute and deliver the Redevelopment Agreement, Marina
13 Improvements Costs Disbursement Agreement, Marina Operating and
14 Maintenance Agreement, quitclaim deed, easements and related
15 documents described in the Redevelopment Agreement (collectively, the
16 "Agreements") substantially in the form placed **On File** with the
17 Legislative Services Division (with such "technical" changes as
18 herein authorized), for the purpose of implementing the
19 recommendations of the DIA as further described in the Redevelopment
20 Agreement.

21 The Agreements may include such additions, deletions and changes
22 as may be reasonable, necessary and incidental for carrying out the
23 purposes thereof, as may be acceptable to the Mayor, or his designee,
24 with such inclusion and acceptance being evidenced by execution of
25 the Agreements by the Mayor or his designee. No modification to the
26 Agreements may increase the financial obligations or the liability of
27 the City and any such modification shall be technical only and shall
28 be subject to appropriate legal review and approval of the General
29 Counsel, or his or her designee, and all other appropriate action
30 required by law. "Technical" is herein defined as including, but not
31 limited to, changes in legal descriptions and surveys, descriptions

1 of infrastructure improvements and/or any road project, ingress and
2 egress, easements and rights of way, performance schedules (provided
3 that no performance schedule may be extended for more than six months
4 without Council approval), design standards, access and site plan,
5 which have no financial impact.

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

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

29 (b) The DIA Board is hereby authorized to and shall disburse the
30 annual installments of the REV Grant to the Developer as provided in
31 this Section in accordance with this Ordinance and the Redevelopment

1 Agreement.

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

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

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

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

26 (a) The Restaurant Completion Grant shall not be deemed to
27 constitute a debt, liability, or obligation of the City or of the
28 State of Florida or any political subdivision thereof within the
29 meaning of any constitutional or statutory limitation, or a pledge of
30 the faith and credit or taxing power of the City or of the State of
31 Florida or any political subdivision thereof, but shall be payable

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

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

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

26 **Section 7. Waiver of Chapter 122 (Public Property), Part 4**
27 **(Real Property), Subpart C (Community Redevelopment Real Property**
28 **Dispositions), Section 122.432 (Appraisal of Property).** Section
29 122.432, *Ordinance Code*, is hereby waived to eliminate the requirement
30 of an appraisal in connection with the sale of the City Parcel to the
31 Developer.

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

16 **Section 9. Oversight Department.** The Department of Public
17 Works shall oversee the Project described herein, and the Department
18 of Parks, Recreation and Community Services shall oversee the marina
19 improvements and Riverwalk improvements portion of the Project.

20 **Section 10. Further Authorizations.** The Mayor, or his
21 designee, and the Corporation Secretary, are hereby authorized to
22 execute the Agreements and all other contracts and documents and
23 otherwise take all necessary action in connection therewith and
24 herewith. The Chief Executive Officer of the DIA, as contract
25 administrator, is authorized to negotiate and execute all necessary
26 changes and amendments to the Agreements and other contracts and
27 documents, to effectuate the purposes of this Ordinance, without
28 further Council action, provided such changes and amendments are
29 limited to amendments that are technical in nature (as described in
30 Section 2 hereof), and further provided that all such amendments
31 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 11. Effective Date.** This Ordinance shall become
4 effective upon signature by the Mayor or upon becoming effective
5 without the Mayor's signature.
6

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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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