

1 Introduced by the Council President at the request of the DIA:
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4 **ORDINANCE 2023-89**

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

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

16
17 **WHEREAS**, the City of Jacksonville ("City") is the owner of an
18 approximately 14.38 acre parcel of real property located generally
19 at 1530 E. Adams Street (the "City Tract"), which includes a retention
20 pond, and Developer is the owner of an adjacent parcel of land
21 consisting of approximately 20.37 upland acres and additional
22 submerged lands (the "Company Parcel"); and

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

31 **WHEREAS**, in exchange for the conveyance of the Fire Station

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

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

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

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

31 **WHEREAS**, the City has determined that the Retention Pond Parcel

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

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

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

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

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

15 **Section 1. Redevelopment Agreement, Purchase and Sale**
16 **Agreement and related agreements Authorized.** There is hereby approved
17 and the Mayor, or his designee, and the Corporation Secretary, are
18 hereby authorized to: (1) execute and deliver the Redevelopment
19 Agreement, Purchase and Sale Agreement and related documents among
20 the City of Jacksonville, Downtown Investment Authority and A.R.
21 Polar Jacksonville, LLC (collectively, the "Agreements") in
22 substantially the form placed **On File** with the Legislative Services
23 Division, the deed conveying the City Property to the Company, related
24 closing documents, and all such other documents necessary or
25 appropriate to effectuate the purpose of this Ordinance (with such
26 "technical" changes as herein authorized); and (2) to take, or cause
27 to be taken, such further action to effectuate the purpose of this
28 Ordinance.

29 The Agreements may include such additions, deletions and changes
30 as may be reasonable, necessary and incidental for carrying out the
31 purposes thereof, as may be acceptable to the Mayor, or his designee,

1 and the Chief Executive Officer of the DIA, with such inclusion and
2 acceptance being evidenced by execution of the Agreements by the
3 Mayor, or his designee, and DIA; provided however, no modification
4 to the Agreements may increase the financial obligations or liability
5 of the City to an amount in excess of the amount stated in the
6 Agreements or decrease the financial obligations or liability of
7 Company, and any such modification shall be technical only and shall
8 be subject to appropriate legal review and approval by the Office of
9 General Counsel. For purposes of this Ordinance, the term "technical
10 changes" is defined as those changes having no financial impact to
11 the City or DIA, including, but not limited to, changes in legal
12 descriptions or surveys, ingress and egress, easements and rights of
13 way, design standards, access and site plan, resolution of title
14 defects, if any, and other non-substantive changes that do not
15 substantively increase the duties and responsibilities of the City
16 or DIA under the provisions of the Agreement.

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

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

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

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

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21 Form Approved:

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23
24 /s/ John Sawyer

25 Office of General Counsel

26 Legislation Prepared By: John Sawyer

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