

1 Introduced by the Council President at the request of the DIA and  
2 amended by the Finance Committee:

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5 **ORDINANCE 2024-748-E**

6 AN ORDINANCE MAKING CERTAIN FINDINGS AND  
7 AUTHORIZING THE MAYOR, OR HER 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 390 MULTI-FAMILY RESIDENTIAL  
15 UNITS, A 550 SPACE STRUCTURED PARKING FACILITY,  
16 A RESTAURANT VENUE, A SHIP'S STORE, AND  
17 RIVERWALK IMPROVEMENTS BY THE DEVELOPER, ALL ON  
18 THE SOUTHBANK OF THE ST. JOHNS RIVER WITHIN THE  
19 SOUTHSIDE COMMUNITY REDEVELOPMENT AREA  
20 ("PROJECT"); (2) A COMPLETION GRANT ESCROW AND  
21 DISBURSEMENT AGREEMENT GOVERNING DISBURSEMENT  
22 OF THE COMPLETION GRANT IN AN AMOUNT  
23 NOT-TO-EXCEED \$39,000,000; (3) A PAYMENT  
24 GUARANTY IN FAVOR OF THE CITY IN THE EVENT THE  
25 PROJECT IS NOT COMPLETED BY A DATE CERTAIN; (4)  
26 A PARKING EASEMENT AGREEMENT IN FAVOR OF THE  
27 CITY FOR 30 PARKING SPACES WITHIN THE PARKING  
28 GARAGE; AND (5) EASEMENTS AND RELATED DOCUMENTS  
29 AS DESCRIBED IN THE REDEVELOPMENT AGREEMENT;  
30 AUTHORIZING A SEVENTY-FIVE PERCENT, FIFTEEN  
31 YEAR, MULTI-FAMILY RECAPTURE ENHANCED VALUE

1 (REV) GRANT IN THE MAXIMUM AMOUNT NOT TO EXCEED  
2 \$19,798,000 IN CONNECTION WITH THE PROJECT;  
3 AUTHORIZING A COMPLETION GRANT IN THE AMOUNT OF  
4 \$39,000,000; DESIGNATING THE DIA AS CONTRACT  
5 MONITOR FOR THE REDEVELOPMENT AGREEMENT;  
6 PROVIDING FOR CITY OVERSIGHT OF THE RIVERWALK  
7 IMPROVEMENTS PORTION OF THE PROJECT BY THE  
8 DEPARTMENT OF PUBLIC WORKS; AUTHORIZING THE  
9 EXECUTION OF ALL DOCUMENTS RELATING TO THE ABOVE  
10 AGREEMENTS AND TRANSACTIONS, AND AUTHORIZING  
11 TECHNICAL CHANGES TO THE DOCUMENTS; WAIVER OF  
12 THAT PORTION OF THE PUBLIC INVESTMENT POLICY  
13 ADOPTED BY ORDINANCE 2016-382-E, AS AMENDED, TO  
14 AUTHORIZE THE COMPLETION GRANT, WHICH IS NOT  
15 AUTHORIZED BY THE PUBLIC INVESTMENT POLICY;  
16 PROVIDING AN EFFECTIVE DATE.  
17

18 **WHEREAS,** RD River City Brewery, LLC (the "Developer"), DIA and  
19 the City previously entered into a Redevelopment Agreement dated June  
20 29, 2021 pursuant to which Developer purchased the land located  
21 generally at 835 Museum Circle on the Southbank of the St. Johns  
22 River in downtown, Jacksonville, known generally as the River City  
23 Brewing Company site (as subsequently conveyed from the City to the  
24 Developer, the "Project Parcel"); and

25 **WHEREAS,** the then existing improvements on the Project Parcel  
26 were demolished by the Developer, however development of the new  
27 project did not commence due to increases in construction and  
28 financing costs and the impact of the pandemic on supply chains; and

29 **WHEREAS,** Developer now intends to construct 390 Class A  
30 multi-family residential units, a 550-space structured parking  
31 facility, a restaurant, a ship's store, and certain Riverwalk

1 Improvements on the Project Parcel (or adjacent City-owned real  
2 property, as applicable) (collectively, the "Project"), at an  
3 estimated cost of \$202,746,000; and

4 **WHEREAS**, the Developer is seeking: (1) a REV Grant in the  
5 maximum, up to amount of \$19,798,000 payable from the Downtown  
6 Southbank Community Redevelopment Area ("Southbank CRA"), and by the  
7 City upon the expiration or earlier termination of the Southbank CRA;  
8 (2) a Completion Grant in the amount of \$39,000,000 to be appropriated  
9 at such time as the Developer applies for building permits for the  
10 Project and payable pari passu with the senior construction loan via  
11 a third-party escrow agent selected by the DIA on commencement of the  
12 vertical components of the Project, each in support of the Project;  
13 the Developer has also agreed to make an annual contribution to the  
14 City in the amount of \$98,117 (increasing annually each year by 2%)  
15 for a 30 year term, to be applied to maintenance services to maintain  
16 St. Johns River Park and Friendship Fountain; and

17 **WHEREAS**, the Developer will also construct on behalf of the  
18 City certain Riverwalk Improvements at its sole expense; and

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

23 **WHEREAS**, the Project is consistent with the DIA BID Plan, and  
24 furthers Redevelopment Goals: Goal 2, Increase rental and  
25 owner-occupied housing downtown, targeting key demographic groups  
26 seeking a more urban lifestyle; Goal 3, Increase and diversify the  
27 number and type of retail, food and beverage, and entertainment  
28 establishments within Downtown; Goal 4, Increase the vibrancy of  
29 Downtown for residents and visitors through arts, culture, history,  
30 sports, theater, events, parks, and attractions; Goal 5, Improve the  
31 safety, accessibility and wellness of Downtown Jacksonville and

1 cleanliness and maintenance of public spaces for residents, workers,  
2 and visitors; Goal 6, Improve the walkability/bike-ability of  
3 Downtown and pedestrian and bicycle connectivity between Downtown and  
4 adjacent neighborhoods and the St. Johns River; and Goal 7, Capitalize  
5 on the aesthetic beauty of the St. Johns River, value its health and  
6 respect its natural force, and maximize interactive and recreational  
7 opportunities for residents and visitors to create waterfront  
8 experiences unique to Downtown Jacksonville; and

9 **WHEREAS**, on May 15, 2024, the DIA approved a resolution (the  
10 "Resolution") to enter into the Redevelopment Agreement, said  
11 Resolution being 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 Redevelopment Agreement and approve of and  
14 adopt the matters set forth in this Ordinance; now therefore

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

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

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

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

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

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

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

29 (f) The authorizations provided by this Ordinance are for public  
30 uses and purposes for which the City may use its powers as a  
31 municipality and as a political subdivision of the State of Florida

1 and may expend public funds, and the necessity in the public interest  
2 for the provisions herein enacted is hereby declared as a matter of  
3 legislative determination.

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

7 **Section 2. Execution of Agreements.** The Mayor (or her  
8 authorized designee) and the Corporation Secretary are hereby  
9 authorized to execute and deliver the Redevelopment Agreement,  
10 easements and related documents described in the Redevelopment  
11 Agreement (collectively, the "Agreements") substantially in the form  
12 placed **Second Revised On File** with the Legislative Services Division  
13 (with such "technical" changes as herein authorized), for the purpose  
14 of implementing the recommendations of the DIA as further described  
15 in the Redevelopment Agreement.

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

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

1 (a) The REV Grant in the amount not to exceed \$19,798,000, the  
2 terms of which are more specifically described in the Redevelopment  
3 Agreement, shall not be deemed to constitute a debt, liability, or  
4 obligation of the City or of the State of Florida or any political  
5 subdivision thereof within the meaning of any constitutional or  
6 statutory limitation, or a pledge of the faith and credit or taxing  
7 power of the City or of the State of Florida or any political  
8 subdivision thereof, but shall be payable solely from the funds  
9 provided therefor as provided in this Section. The Redevelopment  
10 Agreement shall contain a statement to the effect that the City shall  
11 not be obligated to pay any installment of its financial assistance  
12 to the Developer except from the non-ad valorem revenues or other  
13 legally available funds provided for that purpose, that neither the  
14 faith and credit nor the taxing power of the City or of the State of  
15 Florida or any political subdivision thereof is pledged to the payment  
16 of any portion of such financial assistance, and that the Developer,  
17 or any person, firm or entity claiming by, through or under the  
18 Developer, or any other person whomsoever, shall never have any right,  
19 directly or indirectly, to compel the exercise of the ad valorem  
20 taxing power of the City or of the State of Florida or any political  
21 subdivision thereof for the payment of any portion of such financial  
22 assistance.

24 (b) The DIA Board (and the City upon the expiration or earlier  
25 termination of the Southbank CRA) is hereby authorized to and shall  
26 disburse the annual installments of the REV Grant to the Developer  
27 as provided in this Section in accordance with this Ordinance and the  
28 Redevelopment Agreement.

**Section 4. Payment of Completion Grant.**

30 (a) The Completion Grant shall be in the maximum amount  
31 not-to-exceed \$39,000,000 and shall not be deemed to constitute a

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

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

22 **Section 5. Designation of Authorized Official and DIA as**  
23 **Contract Monitor.** The Mayor is designated as the authorized official  
24 of the City for the purpose of executing and delivering any contracts  
25 and documents and furnishing such information, data and documents for  
26 the Agreements and related documents as may be required and otherwise  
27 to act as the authorized official of the City in connection with the  
28 Agreements, and is further authorized to designate one or more other  
29 officials of the City to exercise any of the foregoing authorizations  
30 and to furnish or cause to be furnished such information and take or  
31 cause to be taken such action as may be necessary to enable the City

1 to implement the Agreements according to their terms. The DIA is  
2 hereby required to administer and monitor the Redevelopment Agreement  
3 and to handle the City's responsibilities thereunder, including the  
4 City's responsibilities under such agreement working with and  
5 supported by all relevant City departments.

6       **Section 6. Oversight Department.** The Department of Public  
7 Works shall oversee the Riverwalk Improvements portion of the Project.

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

22       **Section 8. Waiver of Public Investment Policy.** The  
23 requirements of the Public Investment Policy adopted by City Council  
24 Ordinance 2022-372-E, as amended, are waived to authorize the  
25 Completion Grant that is not authorized pursuant to the Public  
26 Investment Policy. The waiver is justified due to the fact that the  
27 Project will cause an estimated private capital investment in the  
28 project of \$202,746,000 and result in increased ad valorem revenues  
29 to the City.

30       **Section 9. Effective Date.** This Ordinance shall become  
31 effective upon signature by the Mayor or upon becoming effective



1 without the Mayor's signature.

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3 Form Approved:

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5           /s/ Mary E. Staffopoulos          

6 Office of General Counsel

7 Legislation Prepared By: John Sawyer

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