

1 The Neighborhoods, Community Services, Public Health and Safety
2 Committee offers the following substitute to file no. 2021-253:

3
4 Introduced by the Council President at the request of the DIA:
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7 **ORDINANCE 2021-253**

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

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

23
24 **WHEREAS**, RD River City Brewery, LLC (the "Developer") has an
25 option to purchase the existing lease for the land located generally
26 at 835 Museum Circle on the Southbank of the St. Johns River in
27 downtown, Jacksonville, known generally as the River City Brewing
28 Company site (as subsequently conveyed from the City to the Developer,
29 the "Project Parcel"); and

30 **WHEREAS**, Developer intends to construct 325 Class A multi-family
31 residential units, a 500-space structured parking facility, a

1 restaurant and bar venue, a ship's store, and certain marina and
2 Riverwalk Improvements on the Project Parcel (or adjacent City-owned
3 real property, as applicable) (collectively, the "Project"), at an
4 estimated cost of \$85,000,000; and

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

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

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

27 **WHEREAS**, the DIA has considered the Developer's requests and has
28 determined that the REV Grant, infrastructure grant, restaurant
29 completion grant and property conveyance authorized hereby will
30 enable the Developer to construct the Project as described in the
31 Redevelopment Agreement; and

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

9 **WHEREAS**, on January 20, 2021, 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 his
8 authorized designee) and the Corporation Secretary are hereby
9 authorized to execute and deliver the Redevelopment Agreement, Marina
10 Improvements Costs Disbursement Agreement, Marina Operating and
11 Maintenance Agreement, quitclaim deed, easements and related
12 documents described in the Redevelopment Agreement (collectively, the
13 "Agreements") substantially in the form placed **On File** with the
14 Legislative Services Division (with such "technical" changes as
15 herein authorized), for the purpose of implementing the
16 recommendations of the DIA as further described in the Redevelopment
17 Agreement.

18 The Agreements may include such additions, deletions and changes
19 as may be reasonable, necessary and incidental for carrying out the
20 purposes thereof, as may be acceptable to the Mayor, or his designee,
21 with such inclusion and acceptance being evidenced by execution of
22 the Agreements by the Mayor or his designee. No modification to the
23 Agreements may increase the financial obligations or the liability of
24 the City and any such modification shall be technical only and shall
25 be subject to appropriate legal review and approval of the General
26 Counsel, or his or her designee, and all other appropriate action
27 required by law. "Technical" is herein defined as including, but not
28 limited to, changes in legal descriptions and surveys, descriptions
29 of infrastructure improvements and/or any road project, ingress and
30 egress, easements and rights of way, performance schedules (provided
31 that no performance schedule may be extended for more than six months

1 without Council approval), design standards, access and site plan,
2 which have no financial impact.

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

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

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

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

31 (a) The Infrastructure Grant shall not be deemed to constitute

1 a 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 his designee, is hereby authorized to and shall
20 disburse the Infrastructure Grant as provided in this Section in
21 accordance with this Ordinance and the Redevelopment Agreement.

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

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

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

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

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

23 **Section 7. Designation of Authorized Official and DIA as**
24 **Contract Monitor.** The Mayor is designated as the authorized official
25 of the City for the purpose of executing and delivering any contracts
26 and documents and furnishing such information, data and documents for
27 the Agreements and related documents as may be required and otherwise
28 to act as the authorized official of the City in connection with the
29 Agreements, and is further authorized to designate one or more other
30 officials of the City to exercise any of the foregoing authorizations
31 and to furnish or cause to be furnished such information and take or

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

7 **Section 8. Oversight Department.** The Department of Public
8 Works shall oversee the Project described herein, and the Department
9 of Parks, Recreation and Community Services shall oversee the marina
10 improvements and Riverwalk improvements portion of the Project.

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

25 **Section 10. Effective Date.** This Ordinance shall become
26 effective upon signature by the Mayor or upon becoming effective
27 without the Mayor's signature.

1 Form Approved:

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3 _____ /s/ John Sawyer _____

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

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