

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:

4  
5 **ORDINANCE 2021-253**

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 FACILITY,  
16 A RESTAURANT AND BAR VENUE, A SHIP'S STORE,  
17 MARINA IMPROVEMENTS AND RIVERWALK IMPROVEMENTS  
18 BY THE DEVELOPER, ALL ON THE SOUTHBANK OF THE  
19 ST. JOHNS RIVER WITHIN THE SOUTHBANK DOWNTOWN  
20 COMMUNITY REDEVELOPMENT AREA ("PROJECT"); (2) A  
21 QUITCLAIM DEED CONVEYING AN APPROXIMATELY 3.43  
22 ACRE PARCEL OF CITY-OWNED LAND TO THE DEVELOPER  
23 AT NO COST; (3) A MARINA IMPROVEMENTS COSTS  
24 DISBURSEMENT AGREEMENT BY WHICH THE DEVELOPER  
25 SHALL REPAIR AND CONSTRUCT ON BEHALF OF THE CITY  
26 CERTAIN MARINA IMPROVEMENTS TO BE FUNDED BY THE  
27 CITY IN THE MAXIMUM AMOUNT OF \$1,143,807, WITH  
28 COST OVERRUNS THE RESPONSIBILITY OF THE  
29 DEVELOPER, TO BE OWNED BY THE CITY; (4) A MARINA  
30 OPERATING AND MAINTENANCE AGREEMENT BETWEEN THE  
31 DEVELOPER, OR ITS DESIGNEE, AND THE CITY FOR THE

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

21  
22 **WHEREAS**, RD River City Brewery, LLC (the "Developer") has an  
23 option to purchase the existing lease for the land located generally  
24 at 835 Museum Circle on the Southbank of the St. Johns River in  
25 downtown, Jacksonville, known generally as the River City Brewing  
26 Company site (as subsequently conveyed from the City to the Developer,  
27 the "Project Parcel"); and

28 **WHEREAS**, Developer intends to construct 325 Class A multi-family  
29 residential units, a 500-space structured parking facility, a  
30 restaurant and bar venue, a ship's store, and certain marina and  
31 Riverwalk Improvements on the Project Parcel (or adjacent City-owned

1 real property, as applicable) (collectively, the "Project"), at an  
2 estimated cost of \$85,000,000; and

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

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

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

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

30 **WHEREAS**, the Project is consistent with the DIA BID Plan, and  
31 furthers Redevelopment Goal 1, Reinforce Downtown as the City's unique

1 epicenter for business, history, culture, education and  
2 entertainment, Redevelopment Goal 4, improve walkability/bikeability  
3 and connectivity to adjacent neighborhoods and the St. John River  
4 while creating highly walkable nodes; and Redevelopment Goal 5,  
5 establish a waterfront design framework to ensure a unique experience  
6 and sense of place; and

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

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

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

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

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

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

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

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

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

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

1 legislative determination.

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

5 **Section 2. Execution of Agreements.** The Mayor (or his  
6 authorized designee) and the Corporation Secretary are hereby  
7 authorized to execute and deliver the Redevelopment Agreement, Marina  
8 Improvements Costs Disbursement Agreement, Marina Operating and  
9 Maintenance Agreement, quitclaim deed, easements and related  
10 documents described in the Redevelopment Agreement (collectively, the  
11 "Agreements") substantially in the form placed **On File** with the  
12 Legislative Services Division (with such "technical" changes as  
13 herein authorized), for the purpose of implementing the  
14 recommendations of the DIA as further described in the Redevelopment  
15 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 his designee,  
19 with such inclusion and acceptance being evidenced by execution of  
20 the Agreements by the Mayor or his 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 six months  
30 without Council approval), design standards, access and site plan,  
31 which have no financial impact.

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

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

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

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

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

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

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

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

21 (a) The Restaurant Completion Grant shall not be deemed to  
22 constitute a debt, liability, or obligation of the City or of the  
23 State of Florida or any political subdivision thereof within the  
24 meaning of any constitutional or statutory limitation, or a pledge of  
25 the faith and credit or taxing power of the City or of the State of  
26 Florida or any political subdivision thereof, but shall be payable  
27 solely from the funds provided therefor as provided in this Section.  
28 The Agreement shall contain a statement to the effect that the City  
29 shall not be obligated to pay any installment of its financial  
30 assistance to the Company except from the non-ad valorem revenues or  
31 other legally available funds provided for that purpose, that neither

1 the faith and credit nor the taxing power of the City or of the State  
2 of Florida or any political subdivision thereof is pledged to the  
3 payment of any portion of such financial assistance, and that the  
4 Company, or any person, firm or entity claiming by, through or under  
5 the Company, or any other person whomsoever, shall never have any  
6 right, directly or indirectly, to compel the exercise of the ad valorem  
7 taxing power of the City or of the State of Florida or any political  
8 subdivision thereof for the payment of any portion of such financial  
9 assistance.

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

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

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



1 hereby required to administer and monitor the Redevelopment Agreement  
2 and to handle the City's responsibilities thereunder, including the  
3 City's responsibilities under such agreement working with and  
4 supported by all relevant City departments.

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

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

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

26  
27 Form Approved:

28  
29           /s/ John Sawyer          

30 Office of General Counsel

31 Legislation Prepared By: John Sawyer

1

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