

RESOLUTION 2022-04-07

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO ISSUE A 30-DAY NOTICE OF DISPOSITION IN ACCORDANCE WITH THE NEGOTIATED DISPOSITION PROCEDURE ADOPTED BY DIA; AUTHORIZING THE PUBLICATION OF A NOTICE OF DISPOSITION FOR THE FEE SIMPLE DISPOSITION OF AN APPROXIMATELY 5.12 ACRE PARCEL (THE “RETENTION POND PARCEL”) OF CITY-OWNED REAL PROPERTY LOCATED WITHIN THE BOUNDARY OF THE PARCEL DEPICTED ON EXHIBIT ‘A’ ATTACHED HERETO AND IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBER RE#130574-0150, (THE “PROPERTY”), CURRENTLY DEVELOPED AS A RETENTION POND AND LOCATED BETWEEN GATOR BOWL BOULEVARD AND THE ST. JOHNS RIVER; ESTABLISHING THE TERMS OF THE PUBLISHED NOTICE OF DISPOSITION; FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, via Ordinance 2012-0364-E, the City Council created the Downtown Investment Authority, designating the DIA as the City’s Community Redevelopment Agency for the Combined Northbank Downtown Community Redevelopment Area and authorizing it to approve and negotiate economic development agreements and dispose of City-Owned property; and

WHEREAS, the City owns an approximately 14.38-acre parcel of real property currently which is identified by Duval County Tax Parcel Number RE# 130574-0150 (the “Property”); and

WHEREAS, Developer is the owner of the adjacent parcel identified by Duval County Tax Parcel Number RE# 130574-0000 consisting of approximately 20.37 upland acres (“Developer’s Parcel”); and

WHEREAS, Developer has approached the City and DIA regarding the acquisition of the Retention Pond Parcel in exchange for conveyance to the City of two portions of Developer’s Parcel, one sufficient in size to substantially replace the retention pond and a second to provide the City with a riverfront site and adjacent submerged lands to accommodate construction of a new marine fire station to serve Downtown; and

WHEREAS, in light of the redevelopment of Kids Kampus which has been approved by City Council and is expected to close in May, the existing marine fire station serving Downtown has been displaced and a new waterfront location must be secured; and

WHEREAS, the City-owned property originally contemplated for the fire station will require significant dredging to serve the needs of JFRD, at substantial expense to the City; and

WHEREAS, the City has determined that the Retention Pond Parcel could be made available for a more economically productive use if a replacement parcel is provided elsewhere in the immediate vicinity; and

WHEREAS, both the Retention Pond Parcel and the Developer's Parcel are located within the Combined Downtown Northbank Community Redevelopment Area ("Northbank CRA"); and

WHEREAS, DIA entered into negotiation with Developer regarding the terms of the disposition and redevelopment in accordance with DIA's approved negotiated disposition process; and

WHEREAS, DIA has established the terms upon which a notice of disposition will be published as set forth in **Exhibit 'B'**; and

WHEREAS, in order to determine fair value for the property pursuant to Florida Statutes Chapter 163.380(2), and as required by City of Jacksonville Code of Ordinances §122.432, the DIA has obtained an appraisal of the various parcels involved in the disposition; and

WHEREAS, DIA is the designated Community Redevelopment Agency for the Northbank CRA, for which a Business Investment and Development Plan, inclusive of a Community Redevelopment Plan, ("BID/CRA Plan") was adopted by Ordinance 2014-560-E; and

WHEREAS, Section 55.108 of the Jacksonville Code of Ordinances grants certain powers and duties to the DIA, including:

Interpreting the BID/CRA Plan and approving development and redevelopment projects within Downtown;

Implementing the BID/CRA Plan, and negotiating and approving downtown development and redevelopment agreements, grant agreements, license agreements, and lease agreements;

Planning and proposing Projects and Public facilities within Downtown; and

WHEREAS, at a publicly noticed meeting held on April 13, 2022, the DIA Retail Enhancement and Property Disposition Committee ("REPD") recommended that the DIA Board adopt Resolution 2022-04-07; and

WHEREAS, upon adoption of this Resolution, a 30-day notice for the solicitation of proposals pursuant to Section 163.380(3)(a), Florida Statutes, and Sections 122.434(a) and (b), Jacksonville Ordinance Code, will be issued; and

WHEREAS, the DIA finds that the proposed disposition and redevelopment proposal further the following Redevelopment Goal and Strategic Objectives currently found in the BID/CRA Plan and those proposed by the DIA Board for adoption by City Council within the BID/CRA Plan Update:

(Current) Redevelopment Goal 3: Simplify the approval process for downtown development and improve departmental and agency coordination.

Strategic Objectives: Provide publicly-owned land and building space for public and private development which will support and strengthen Downtown's commercial and residential base and comply with the other Redevelopment Goals.
Initiate public-Private partnerships

(Current) Redevelopment Goal 6: Maintain a clean and safe 24-7 Downtown for residents, workers, and visitors.

Strategic Objective: Enhance the presence of Downtown security and coordinate with JSO for increased public safety officers within Downtown.

(Proposed) Redevelopment Goal 5: Improve the safety, accessibility, and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.

Strategic Objective: Expand the installation of public infrastructure that enhances safety such as countdown timer pedestrian signals, enhanced lighting, security cameras, etc.

(Proposed) Redevelopment Goal 8: Simplify and increase the efficiency of the approval process for Downtown development and improve departmental and agency coordination.

Strategic Objective: Streamline and improve the transparency of the disposition process for publicly owned land and building space.

NOW THEREFORE BE IT RESOLVED, by the Downtown Investment Authority:

Section 1. The recitals set forth above are true and correct and are hereby incorporated herein by this reference.

Section 2. The DIA instructs the Chief Executive Officer of the Downtown Investment Authority to take all necessary action necessary to effectuate the thirty (30) day Notice of Disposition for the Property in accordance with its Negotiated Notice of Disposition

Process and pursuant to the terms set forth in Exhibit B and consistent with Florida Statutes and the Ordinance Code.

Section 3. Proposals received, if any, will be reviewed by the DIA Chief Executive Officer, who will make a recommendation to the DIA Board regarding any responsive alternate proposals received.

Section 4. If no alternate responsive and qualified proposals are received, or if they are determined by the CEO to be lower in value or unresponsive, the DIA authorizes its CEO to finalize negotiation of a term sheet with Developer and present it to the Board for final approval at the next regularly scheduled meeting following closure of the required notice period.

Section 6. The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to take all action necessary to effectuate the purposes of this Resolution.

Section 7. This Resolution, 2022-04-07, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY



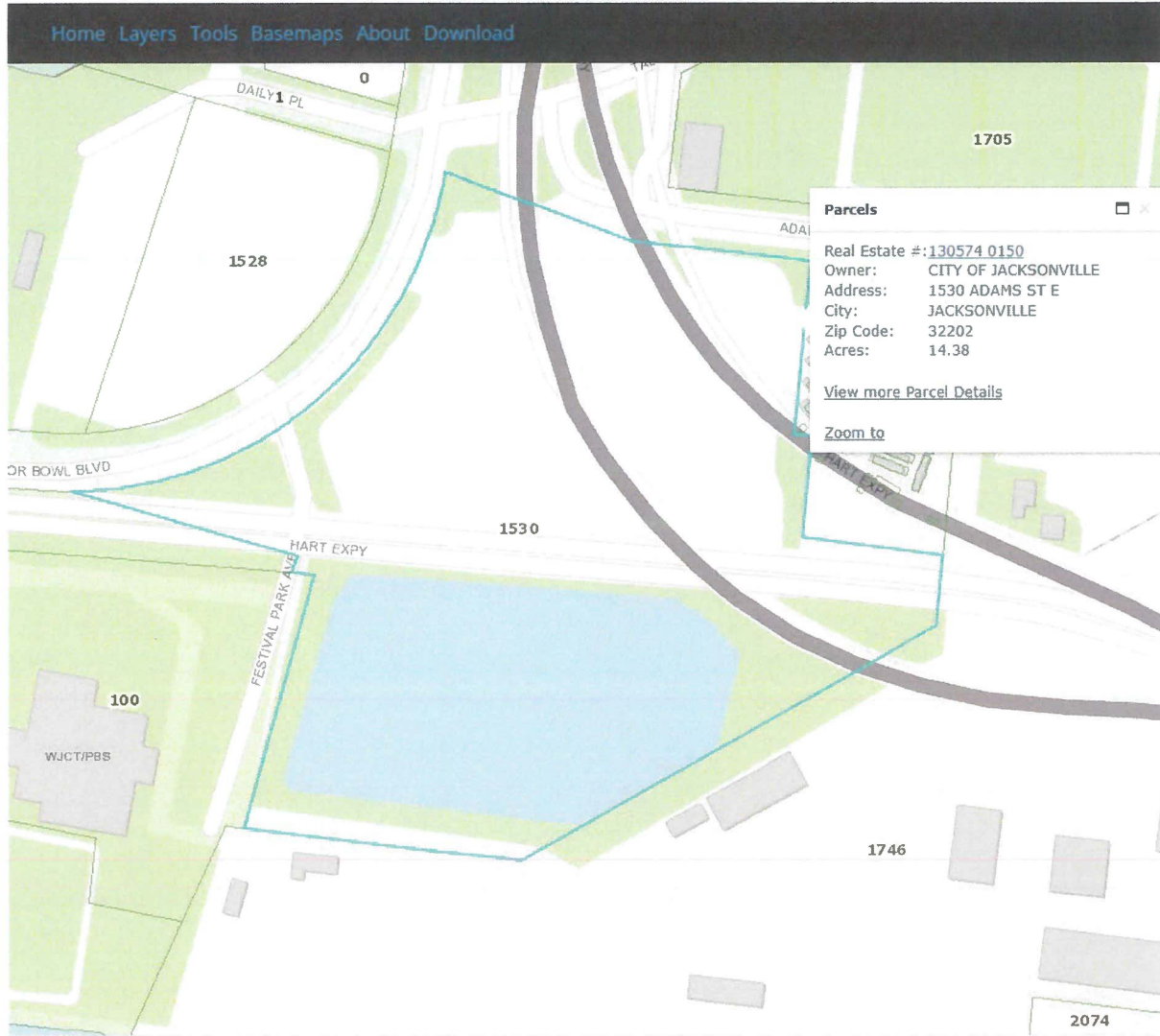


Carol Worsham, Vice Chair


Date

VOTE: In Favor: 6 Opposed: 0 Abstained: 0

Exhibit A to Resolution 2022-04-07



**Exhibit B
to Resolution 2022-04-07**

Essential Terms of Disposition Notice

1. Location: A portion of RE #130574-0150 located within the Property depicted on Exhibit A map, south of Gator Bowl Blvd and currently developed as a retention pond.
2. Property Interest considered for disposition: Fee simple title to the "Retention Pond Parcel" which consists of the easterly 5.12 acres, plus or minus, of the existing retention pond and is depicted in the survey sketch below.
3. Restriction on Use: Any use consistent with the adopted CRA Plan for Downtown. The property may remain as a retention pond or may be filled and redeveloped at the new owner's discretion, however the Retention Pond Parcel will be deed restricted to prevent use that would be exempt from payment of property taxes, except with respect to any publicly dedicated and accepted park or recreation area.
4. Replacement land capable of development for a substantially equivalent retention pond must be provided to the City within a half mile radius of the current location.
5. A waterfront parcel with the Downtown Northbank CRA of no less than 1.65 acres, including submerged lands, and of sufficient width and depth to accommodate development as a marine fire station, with sufficient water depth to accommodate marine fire vessels, and with public roadway access, must be provided to the City.
6. Proposal must include purchase price offered, if any, in addition to the required land parcels.
7. Closing and conveyance of swap parcels must occur no later than March 31, 2023.
8. Clear marketable title to the swap parcels must be provided to the City.

[insert sketch of Retention Pond Parcel]



EXHIBIT C

**Draft Term Sheet For information and reference only
Resolution 2022-04-07**

- Developer: A R Polar Jacksonville, LLC (“Developer”)
- The Property: A 14.38 plus or minus acre parcel of City-owned land identified by Duval County Tax Parcel Number RE# 130574-0150 (the “Property”) and depicted in the foregoing Exhibit A site plan.
- Retention Pond Parcel: An approximately 5.12-acre portion of the Property located between Gator Bowl Boulevard and the St. Johns River, currently developed as a retention pond, and depicted in the sketch included in Exhibit B.
- Developer’s Parcel: Developer is the owner of the adjacent parcel identified by Duval County Tax Parcel Number RE# 130574-0000 and consisting of approximately 20.37 upland acres (“Developer’s Parcel”)
- Fire Station Parcel: A minimum 1.65-acre riverfront parcel including adjacent submerged lands, depicted on the sketch attached hereto and labeled as Fire Station Parcel, located in the southwest corner of Developer’s Parcel.
- Replacement Pond Parcel: An approximately 5.10-acre parcel of upland located within Developer’s Parcel depicted on the sketch attached hereto and labeled as Replacement Pond parcel.
- Consideration for Disposition of Retention Pond Parcel: In consideration for conveyance of the Retention Pond Parcel to Developer, Developer will provide to the City/DIA the following:
- a. Fee simple title to the Replacement Pond Parcel, and
 - b. Fee simple title to the Fire Station Parcel, and
 - c. Cash at closing - Developer will pay up to \$ _____ for the design, permitting, and construction of the portion of the access road from Bay St. East to its second access point (closest to the Fire Station Site), including the filling of the current pond to the extent necessary for the access road.
- City/DIA will provide to Developer at closing the following:
- a. Fee simple title to the Retention Pond Parcel
 - b. City’s obligation to design, permit and construct Festival Park Avenue as depicted on the sketch below on or before June 30, 2024, together with dedication of such roadway as a public right of way that will provide access to Developer’s Parcel.

- c. Development within Developer's property shall have a right to shared signage on Bay St. East/Gator Bowl Boulevard.

Redevelopment
Agreement:

The Redevelopment Agreement will establish the essential terms of the Property Swap, the rights and obligations of the parties thereto, and other terms relevant to the Property and Developer's Parcel as well as the public roadway to be constructed on City owned parcel identified by tax parcel # 130588-0150. The RDA will become effective upon its execution following approval by City Council. Its terms will govern the period prior to closing on the property swap as well as other rights and responsibilities of the parties throughout the term of the RDA.

Site Investigation:

Following the execution of the Redevelopment Agreement, each party will have a period of 90 calendar days ("Due Diligence Period") to inspect and perform tests on the respective properties they will acquire in the swap to determine their suitability for their intended use, and to investigate the quality and marketability of the title it will receive. Upon notice to the other party thereto, either Developer or the City/DIA may terminate the Redevelopment Agreement any time within the Due Diligence Period if the property it will receive is unsuitable for its intended use or title is unmarketable without incurring any obligations under the Redevelopment Agreement.

Environmental:

Each party shall provide the other with temporary access agreements to conduct such site and environmental investigations or testing it may elect to perform on the parcels to be received. Such agreements shall contain standard insurance, indemnity, and restoration provisions. Following closing, each party shall be responsible for any remediation required on the property acquired.

Entitlements:

No entitlements shall be assigned or provided to Developer as part of this agreement. It is expressly acknowledged that Developer may fill all or a portion of the Retention Pond Parcel at Developer's election, and timing. If Developer fills all or any portion of the Retention Pond Parcel, Developer is not responsible for stormwater credits for any resulting "loss" of current pond capacity. Requests for new Stormwater credits, and Mobility Fee credits, for any development proposed on Developer's Parcel will be processed in accordance with the applicable Ordinance Code and BID plan requirements and criteria, including applicable fees.

Design:

- a. Fire Station: The design and architecture of the marine fire station will be substantially as shown in an attached exhibit. The fire station will not exceed two stories in height. The dock and boathouse will be located as far west as possible within the submerged lands that are part of the Fire Station Parcel, provided there is no underwater impediment to doing so. All landscape screening between the fire station and the remaining portion of Developer's Parcel shall be subject to review and approval of Developer, which shall not be unreasonably withheld, but is intended to provide an attractive buffer between the sites.

b. Developer's Parcel and Retention Pond Parcel: All development proposed on Developer's Parcel, or the Retention Pond Parcel shall comply with the adopted BID and CRA Plan, the Downtown Zoning Overlay, Applicable design standards and other City codes and shall obtain DDRB approval.

c. Any signage for Developer's property located on Bay Street East/Gator Bowl Boulevard as described above shall be subject to DDRB approval and compliance with applicable sign ordinances.

Use of the Retention Pond Parcel: Any use consistent with the adopted BID and CRA Plan for Downtown. The property may remain as a retention pond or may be filled and redeveloped at the new owner's discretion, however the Retention Pond Parcel will be deed restricted to prevent use that would be exempt from payment of property taxes, except with respect to any publicly dedicated and accepted park or recreation areas.

Use of Replacement Pond Parcel: The City shall have the right to make any legal use of the Replacement Pond Parcel. If, at its election, City elects within ____ [24-48 to be negotiated] months of closing to excavate the Replacement Pond Site to create a new pond, City will provide Developer, at its election and at no cost, any useable fill dirt from the excavation for use on Developer's adjacent property.

Construction of Infrastructure:

Festival Park Avenue: City will design, permit, and construct an access road from Bay St. East/Gator Bowl Boulevard to the Fire Station Site [as shown in an attached exhibit]. The access road will be a public dedicated street and will provide access, at two (2) connection points on the east side of the road, to Developer's property.

City will be responsible for obtaining any stormwater credits required for the access road and related filling.

City will be responsible for FDOT permitting of the access road connection to Bay St. East. City will be the sole permitting agency for AR Polar's access points on the access road.

The Developer shall provide to the City a temporary construction easement across Developer's Parcel in the location depiction in the sketch below in order to access that portion of the current retention pond over which the roadway will be constructed.

Utilities: In its construction of utility infrastructure for the fire station, City will include at no cost to Developer an upgrade/accommodation of service lines/conduit of sufficient size to serve future development within Developer's property. This obligation is not intended to require the City to incur any costs for connection fees or reservation of service capacity for Developer's property including the Retention Pond Parcel but rather to simply include within the right of

way line service lines/conduit sizes sufficient to accommodate said future development.

Permits: Each party shall be responsible for all permits required for any work contemplated by the Redevelopment Agreement.

Performance Schedule:

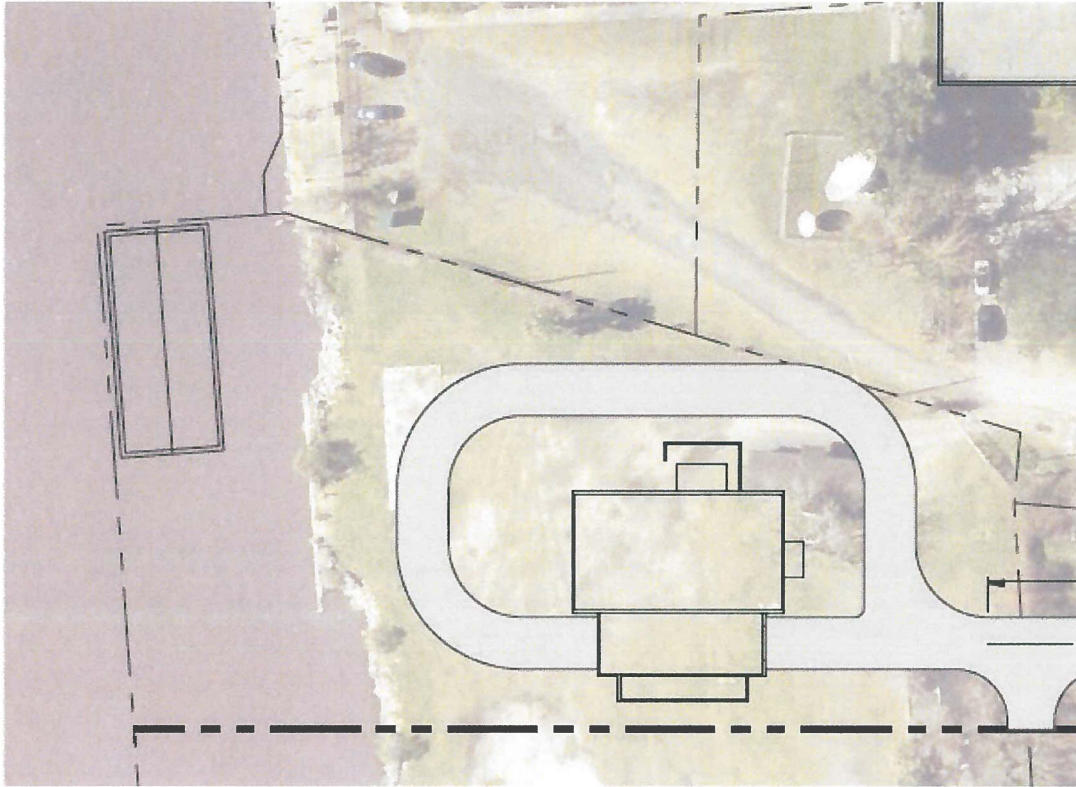
- a. The Redevelopment Agreement will be entered into by Developer and the City within 30 days following the effective date of the legislation authorizing the City's entry.
- b. Due Diligence Period: 90 days from execution of RDA.
- c. Closing: Within 30 days following the end of the Due Diligence Period but no later than March 31, 2023.
- d. Completion of Festival Park Avenue Access: June 30, 2024.

The provisions of this Term Sheet are intended to guide the parties in negotiating the Redevelopment Agreement and any other documents that may be necessary to give effect to the manifest intent of the parties expressed herein

The following points remain open in negotiation:

1. The Developer's contribution to construction of Festival Park Avenue and the modifications to the WJCT parking lot required to accommodate the roadway
2. Developer has requested a right of first refusal on the Replacement Pond parcel
3. Whether the City should release all stormwater credits for the Retention Pond Parcel immediately or only when Developer proposes to fill and develop the parcel (similar theory as right of first refusal)
4. Size and description of utility conduit
5. Possible easement encroachments and releases

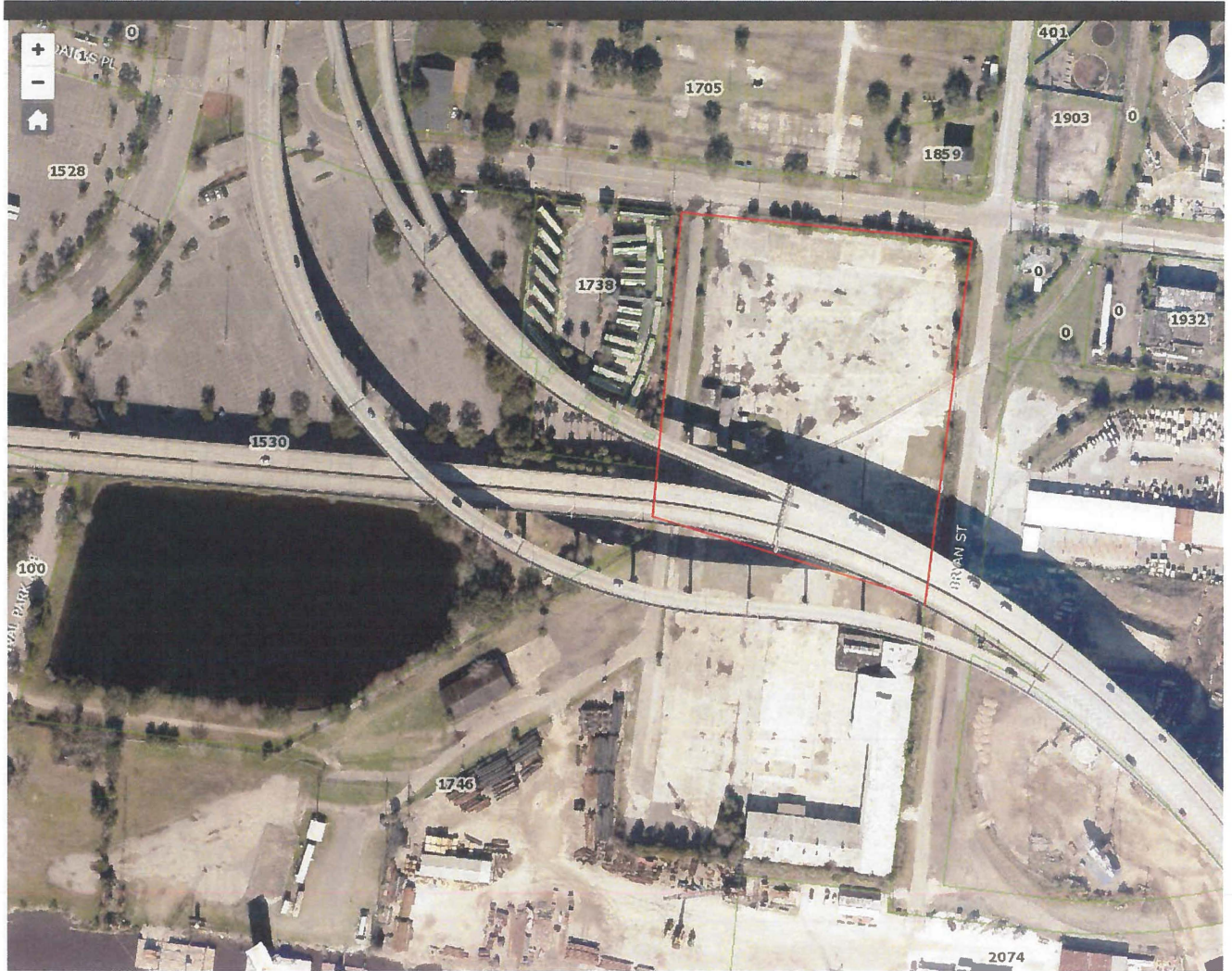
Fire station Parcel- substitute Survey sketch when available



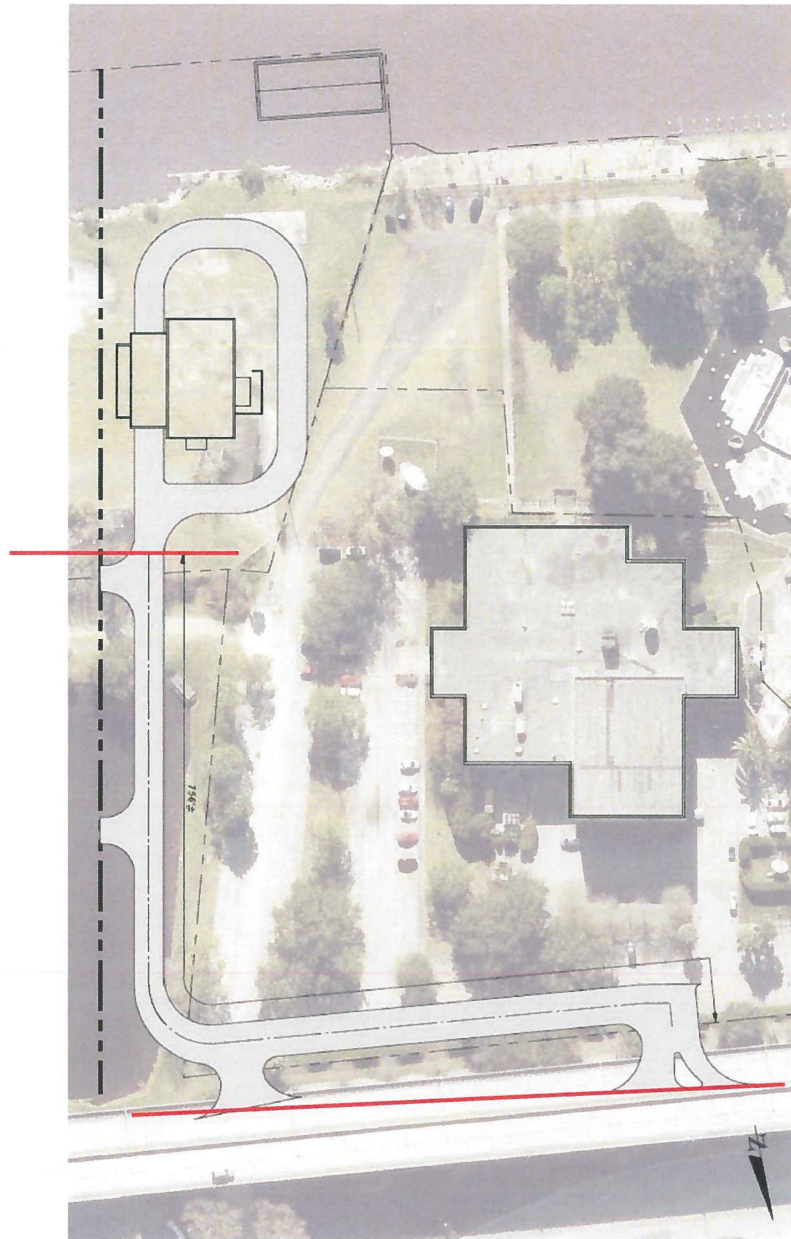
Retention Pond Parcel- substitute Survey sketch when available



Replacement Pond parcel- substitute Survey sketch when available



Festival Park Avenue - New access Roadway



Temporary access easement for construction of Roadway

