

RESOLUTION 2022-12-08

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO EXECUTE A SITE ACCESS AGREEMENT (“AGREEMENT”) WITH AR POLAR JACKSONVILLE, LLC (“LICENSEE”), FOR THAT CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS A FOUR AND THREE-QUARTER (4.75) ACRE PORTION DUVAL COUNTY TAX PARCEL 130574 0150, AS MORE FULLY ILLUSTRATED BY EXHIBIT ‘A’ (“PROPERTY”); INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO OBTAIN APPROVAL FROM THE CITY’S RISK MANAGER, DIRECTOR OF PUBLIC WORKS AND THE OFFICE OF GENERAL COUNSEL PRIOR TO EXECUTION OF THE AGREEMENT; INSTRUCTING THE CEO TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Downtown Investment Authority (“DIA”) is the Community Redevelopment Agency within Downtown Jacksonville; and

WHEREAS, from time to time it is requested of DIA, as the Community Redevelopment Agency for Downtown, to allow temporary access to City-owned properties within DIA’s jurisdiction or directly under DIA management for the purposes of conducting due diligence activities; and

WHEREAS, pursuant to Resolution 2017-07-04, Access Agreements that include environmental, geotechnical, and other invasive due diligence activities require approval by the DIA Board prior to execution by its CEO; and

WHEREAS, on October 20, 2022, the DIA Board adopted Resolution 2022-10-01, instructing its CEO to cause to be issued a Notice of Disposition for the Property; and

WHEREAS, 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, was published for the Retention Pond Parcel on October 27, 2022, with a Proposal Due Date of November 28, 2022; and

WHEREAS, DIA entered into negotiations with Developer regarding the terms of the disposition and redevelopment in accordance with DIA’s approved negotiated disposition process prior to the disposition notice; and

WHEREAS, having received no further responses to the abovementioned solicitation, the DIA desires to enter into a Redevelopment Agreement, Purchase and Sale Agreement or similar conveyance mechanism for the Property; and

WHEREAS, as part of their due diligence, the Licensee has requested access to the Property in order to conduct environmental, survey, geotechnical and other pre-development due diligence activities,

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

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. DIA hereby conditionally grants, subject to further approval by the Department of Public Works, the Office of General Counsel, and Risk Management, to Licensee its agents, representatives, employees, consultants, contractors, and subcontractors a limited license for access to enter upon the Property for the sole purpose of performing the testing including but not limited to the installation of groundwater monitoring wells below the ground surface, collection of groundwater samples from the monitoring wells, making of soil borings, taking of soil samples from the borings, the proper abandonment of any monitoring wells, disposal of soil and water generated from the testing (collectively, the “Work”) along with geotechnical, survey and other pre-development due diligence activities. Should the Licensee seek to assign this agreement to an affiliated entity, such assignment will be at the sole discretion of the Chief Executive Officer of the Downtown Investment Authority. The Work shall be at no cost to DIA.

Section 3. No work performed shall interfere with or otherwise hinder the functionality of the Property’s stormwater facility, unless and until written approval from the City’s Director or Public Works has been priorly obtained. No work performed shall be in conflict with or otherwise put in jeopardy the City’s St. Johns River Water Management Permit No. 18269-1, or other controlling permit as may be relevant, noting that it is the sole responsibility of the Licensee to identify such additional permits as may be relevant.

Section 4. The Agreement shall continue from date of execution of the Agreement for one, six (6) month period with an option by the DIA Chief Executive Officer to extend the Agreement for up to an additional six (6) month period at their sole discretion and for show of good cause by Licensee. The DIA may terminate this Agreement following material uncured breach of this Agreement by Licensee upon written notice to Licensee, said termination rights being in addition to any other rights and remedies available to DIA under applicable law or otherwise. DIA may terminate the Agreement for convenience with prior written notice to Licensee.

Section 5. Prior to execution of an Agreement, the DIA Chief Executive Officer shall first obtain approvals of the Agreement by the City’s Risk Manager, Director of Public Works and the Office of General Counsel.

Section 6. The DIA instructs its Chief Executive Officer to take all necessary action to effectuate the purpose of this Resolution.

Section 7. The DIA conditions approval of the Agreement on its Chief Executive Officer receiving a copy of all reports and final work products that result from this Agreement.

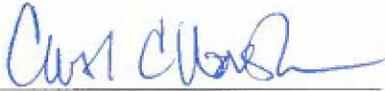
Section 8. Immediately following due diligence activity(ies), the Licensee will restore the site to pre-activity condition.

Section 9. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY





Carol Worsham, Chair

12/21/22

Date

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

**RESOLUTION 2022-12-08
EXHIBIT A**

