

1 Introduced by the Council President at the request of the DIA:  
2

3 **ORDINANCE 2022-173**

4 AN ORDINANCE MAKING CERTAIN FINDINGS;  
5 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO  
6 EXECUTE AND DELIVER: (1) A LEASE AGREEMENT  
7 ("LEASE") BETWEEN THE CITY OF JACKSONVILLE  
8 ("CITY") AND DOWNTOWN VISION, INC. ("TENANT"),  
9 FOR THE LEASE OF 20,660 SQUARE FEET ON THE GROUND  
10 FLOOR OF THE DUVAL STREET (LIBRARY) GARAGE (THE  
11 "PREMISES") LOCATED AT 33 WEST DUVAL STREET,  
12 WITH AN INITIAL LEASE TERM OF TEN YEARS WITH  
13 TWO, FIVE YEAR RENEWAL TERMS, AT A LEASE RATE OF  
14 \$289,239.96 PER YEAR, PLUS FIXED ANNUAL  
15 OPERATING COSTS OF \$48,430.80 PER YEAR, SUBJECT  
16 TO A RENT SET OFF IN THE AMOUNT OF THE VALUE OF  
17 SERVICES PROVIDED BY TENANT TO THE CITY; AND (2)  
18 A CAPITAL MAINTENANCE AND CAPITAL IMPROVEMENTS  
19 COSTS DISBURSEMENT AGREEMENT ("COSTS  
20 DISBURSEMENT AGREEMENT") BETWEEN THE CITY AND  
21 TENANT FOR CERTAIN IMPROVEMENTS TO BE  
22 CONSTRUCTED AND MAINTAINED ON THE PREMISES (THE  
23 "PROJECT"); WAIVING PROVISIONS OF CHAPTER 126  
24 (PROCUREMENT CODE), *ORDINANCE CODE*, WITH RESPECT  
25 TO THE PROJECT, AND TO ALLOW THE CITY TO DIRECTLY  
26 CONTRACT WITH THE TENANT FOR THE PROJECT;  
27 DESIGNATING THE DIA AS CONTRACT MONITOR FOR THE  
28 LEASE AND COSTS DISBURSEMENT AGREEMENT;  
29 PROVIDING FOR CITY OVERSIGHT OF THE PROJECT BY  
30 THE DEPARTMENT OF PUBLIC WORKS AND THE DOWNTOWN  
31 INVESTMENT AUTHORITY; AUTHORIZING THE EXECUTION

1 OF ALL DOCUMENTS RELATING TO THE ABOVE  
2 AGREEMENTS AND TRANSACTIONS, AND AUTHORIZING  
3 TECHNICAL CHANGES TO THE DOCUMENTS; PROVIDING AN  
4 EFFECTIVE DATE.  
5

6 **WHEREAS**, the City owns a parking garage located at 33 West Duval  
7 Street (the "Duval Street (Library) Garage") which is located within  
8 the Combined Northbank Community Redevelopment Area ("Northbank  
9 CRA");

10 **WHEREAS**, pursuant to Ordinance 2012-0364-E, the Downtown  
11 Investment Authority ("DIA") is the City's Community Redevelopment  
12 Agency for the Northbank CRA and the DIA is authorized to negotiate  
13 redevelopment agreements and lease City assets located in the  
14 Northbank CRA;

15 **WHEREAS**, Downtown Vision, Inc. ("Tenant") submitted a proposal  
16 to the DIA for the lease of approximately 20,660 square feet of  
17 currently vacant and unfinished ground floor space within the Duval  
18 Street (Library) Garage (the "Premises") including the option to  
19 construct certain improvements within the Premises on behalf of the  
20 City (the "Project");

21 **WHEREAS**, the DIA has considered the Tenant's proposal and has  
22 determined that the Lease and Costs Disbursement Agreement authorized  
23 hereby are in the best interest of the City and the DIA and will  
24 enable the Tenant to construct the Project and lease the Premises for  
25 its use as a service provider to the City;

26 **WHEREAS**, the Project is consistent with the DIA BID/CRA Plan,  
27 and furthers Redevelopment Goal 1, Reinforce Downtown as the City's  
28 unique epicenter for business, history, culture, education and  
29 entertainment, Redevelopment Goal 3, Simplify the approval process  
30 for Downtown development and improve departmental and agency  
31 coordination, Redevelopment Goal 4, Improve walkability/bikeability

1 and connectivity to adjacent neighborhoods and the St. Johns River  
2 while creating highly walkable nodes; and Redevelopment Goal 7, Use  
3 planning and economic development policies to promote design for  
4 healthy living;

5 **WHEREAS**, on November 17, 2021, the DIA Board approved a  
6 resolution (the "Resolution") to issue a Notice of Disposition, and  
7 thereafter to enter into the Lease and Costs Disbursement Agreement,  
8 said Resolution being attached hereto as **Exhibit 1**; and

9 **WHEREAS**, it has been determined to be in the interest of the  
10 City to enter into the Lease and Costs Disbursement Agreement and  
11 approve of and adopt the matters set forth in this Ordinance; now,  
12 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 Project will improve the quality of life necessary to  
20 encourage and attract business expansion in the City.

21 (d) The Tenant is qualified to carry out the Project.

22 (e) The authorizations provided by this Ordinance are for public  
23 uses and purposes for which the City may use its powers as a  
24 municipality and as a political subdivision of the State of Florida  
25 and may expend public funds, and the necessity in the public interest  
26 for the provisions herein enacted is hereby declared as a matter of  
27 legislative determination.

28 (f) This Ordinance is adopted pursuant to the provisions of  
29 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's  
30 Charter, and other applicable provisions of law.

31 **Section 2. Execution of Agreements.** The Mayor (or his

1 authorized designee) and the Corporation Secretary are hereby  
2 authorized to execute and deliver the Costs Disbursement Agreement  
3 and the Lease (collectively, the "Agreements") substantially in the  
4 forms placed **On File** with the Legislative Services Division (with  
5 such "technical" changes as herein authorized). The Lease is for an  
6 initial term of ten (10) years, with two five (5) year renewal  
7 options, for approximately 20,220 square feet on the ground floor of  
8 the City owned property located at 33 West Duval Street, known  
9 generally as the Duval Street (Library) Garage, at an annual rental  
10 amount of \$289,239.96, plus fixed annual operating costs of  
11 \$48,430.80, with a rental setoff in the amount of the services  
12 provided by Tenant to the City up to the amount of annual rent and  
13 operating costs due under the Lease.

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

30 **Section 3. Chapter 126 (Procurement Code), Ordinance Code,**  
31 **Waived.** The provisions of Chapter 126, *Ordinance Code*, are hereby

1 waived for the Project, except that this section shall not waive any  
2 portion of Chapter 126, *Ordinance Code*, pertaining to the Jacksonville  
3 Small Emerging Business Program, and the City is authorized to  
4 contract directly with Tenant for the Project

5 **Section 4. Designation of Authorized Official and DIA as**  
6 **Contract Monitor.** The Mayor is designated as the authorized official  
7 of the City for the purpose of executing and delivering the  
8 Agreements, and the Chief Executive Officer of the DIA is designated  
9 as the authorized official of the City for the purpose of executing  
10 any additional contracts and documents and furnishing such  
11 information, data and documents for the Agreements and related  
12 documents as may be required and otherwise to act as the authorized  
13 official of the City in connection with the Agreements, and take or  
14 cause to be taken such action as may be necessary to enable the City  
15 to implement the Agreements according to their terms. The DIA is  
16 hereby required to administer and monitor the Agreements and to handle  
17 the City's responsibilities thereunder, including the City's  
18 responsibilities under such agreement working with and supported by  
19 all relevant City departments.

20 **Section 5. Oversight Department.** The Department of Public  
21 Works and the Downtown Investment Authority shall oversee the Project.

22 **Section 6. Further Authorizations.** The Mayor, or his  
23 designee, and the Corporation Secretary, are hereby authorized to  
24 execute the Agreements and all other contracts and documents and  
25 otherwise take all necessary action in connection therewith and  
26 herewith. The Chief Executive Officer of the DIA, as contract  
27 administrator, is authorized to negotiate and execute all necessary  
28 changes and amendments to the Agreements and other contracts and  
29 documents, to effectuate the purposes of this Ordinance, without  
30 further Council action, provided such changes and amendments are  
31 limited to amendments that are technical in nature (as described in

1 Section 2 hereof), and further provided that all such amendments  
2 shall be subject to appropriate legal review and approval by the  
3 General Counsel, or his or her designee, and all other appropriate  
4 official action required by law.

5 **Section 7. Effective Date.** This Ordinance shall become  
6 effective upon signature by the Mayor or upon becoming effective  
7 without the Mayor's signature.

8  
9 Form Approved:

10  
11 /s/ Joelle J. Dillard

12 Office of General Counsel

13 Legislation Prepared By: Joelle J. Dillard

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