

1 Introduced by Council President at the request of the Downtown  
2 Investment Authority:  
3  
4

5 **ORDINANCE 2025-613**

6 AN ORDINANCE MAKING CERTAIN FINDINGS, AND  
7 APPROVING AND AUTHORIZING THE CHIEF EXECUTIVE  
8 OFFICER OF THE DOWNTOWN INVESTMENT AUTHORITY, OR  
9 HIS DESIGNEE, TO EXECUTE: (1) A REDEVELOPMENT  
10 AGREEMENT ("AGREEMENT") BY AND AMONG THE CITY OF  
11 JACKSONVILLE ("CITY"), THE DOWNTOWN INVESTMENT  
12 AUTHORITY ("DIA") AND DUVAL 212, LLC  
13 ("DEVELOPER"), TO SUPPORT THE ACQUISITION AND  
14 REDEVELOPMENT BY DEVELOPER OF APPROXIMATELY 0.56  
15 ACRES OF REAL PROPERTY ("PROJECT"), INCLUDING  
16 0.21 ACRES OF VACANT AND IMPROVED REAL PROPERTY  
17 OWNED BY THE CITY AND LOCATED AT 216 E. DUVAL  
18 STREET, 222 E. DUVAL STREET AND 228 EAST DUVAL  
19 STREET (COLLECTIVELY, "CITY PARCEL"), AND 0.35  
20 ACRES OF REAL PROPERTY THAT IS ON THE CORNER OF  
21 N. NEWNAN STREET AND EAST DUVAL STREET AND  
22 ADJACENT TO THE CITY PARCEL, AND THAT IS OWNED  
23 OR WILL BE OWNED BY DEVELOPER ("DEVELOPER  
24 PARCEL" AND TOGETHER WITH THE CITY PARCEL,  
25 "PROJECT PARCEL", (2) A PURCHASE AND SALE  
26 AGREEMENT, INCLUDING A QUITCLAIM DEED WITH A  
27 RIGHT OF REVERTER CONVEYING THE CITY PARCEL TO  
28 THE DEVELOPER, AND (3) RELATED AGREEMENTS AS  
29 DESCRIBED IN THE REDEVELOPMENT AGREEMENT, FOR  
30 THE CONVEYANCE OF THE CITY PARCEL TO THE  
31 DEVELOPER, AND THE REDEVELOPMENT OF THE PROJECT

1 PARCEL INCLUDING THE CONSTRUCTION OF AN  
2 APPROXIMATELY SEVEN-STORY, INTEGRATED MIXED-  
3 INCOME RESIDENTIAL AND COMMERCIAL/RETAIL  
4 BUILDING CONTAINING APPROXIMATELY EIGHTY-FIVE  
5 (85) RESIDENTIAL UNITS, INCLUDING A MINIMUM OF  
6 SEVENTY-FIVE (75) UNITS FOR AFFORDABLE HOUSING;  
7 DESIGNATING THE DIA AS CONTRACT MONITOR FOR THE  
8 AGREEMENT; PROVIDING FOR CITY OVERSIGHT OF THE  
9 PROJECT BY THE DIA; AUTHORIZING THE EXECUTION OF  
10 ALL DOCUMENTS RELATING TO THE ABOVE AGREEMENT  
11 AND TRANSACTIONS, AND AUTHORIZING TECHNICAL  
12 CHANGES TO THE DOCUMENTS; PROVIDING AN EFFECTIVE  
13 DATE.

14  
15 **WHEREAS**, Duval 212, LLC (the "Developer") owns or will own  
16 approximately 0.35 acres of real property located at the corner of  
17 N. Newnan Street and E. Duval Street ("Developer Parcel") which is  
18 adjacent to approximately 0.21 acres of vacant and improved real  
19 property owned by the City of Jacksonville ("City") located at 216  
20 E. Duval Street, 222 E. Duval Street and 228 East Duval Street ("City  
21 Parcel" and, together with the Developer Parcel, the "Project  
22 Parcel"); and

23 **WHEREAS**, Developer intends to construct on the Project Parcel  
24 an approximately seven-story, integrated mixed-income residential and  
25 commercial/retail building (the "Building"); and

26 **WHEREAS**, the improvements to be constructed as part of the  
27 Building, as further detailed in the Agreement, include approximately  
28 eighty-five (85) units of mixed-income housing including a minimum  
29 of seventy-five (75) affordable units designated for households  
30 earning at or below 80% of the Area Median Income (AMI), a structured  
31 parking garage on the first two levels of the Building with

1 approximately ninety (90) covered parking spaces, including  
2 approximately one dedicated parking space per residential unit of the  
3 Building with available parking spaces for the Building's commercial  
4 tenants and property management staff, and approximately 1,200 square  
5 feet of ground-floor leasable commercial/retail space (the  
6 "Improvements" and, together with all other obligations set forth in  
7 the Agreement, the "Project"); and

8 **WHEREAS**, the DIA approved Resolutions 2025-04-13 and 2025-06-01  
9 (the "Resolutions") to enter into the Agreement, convey the City  
10 Parcel to Developer, and provide a \$610,000 Affordable Housing Support  
11 Loan payable from the Northbank Downtown Community Redevelopment Area  
12 Trust Fund in support of the Project, said Resolutions being attached  
13 hereto as **Exhibit 1**; and

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

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

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

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

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

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

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

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

31 (f) The authorizations provided by this Ordinance are for

1 public uses and purposes for which the City may use its powers as a  
2 municipality and as a political subdivision of the State of Florida  
3 and may expend public funds, and the necessity in the public interest  
4 for the provisions herein enacted is hereby declared as a matter of  
5 legislative determination.

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

9 **Section 2. Redevelopment Agreement and Related Documents**

10 **Approved and Execution Authorized.** There is hereby approved, and the  
11 Chief Executive Officer of the DIA, or his designee, is hereby  
12 authorized to execute and deliver the Redevelopment Agreement and the  
13 purchase and sale agreement, quitclaim deed and other related  
14 documents referenced therein (collectively, the "Agreements")  
15 substantially in the form placed **On File** with the Legislative Services  
16 Division (with such "technical" changes as herein authorized), for  
17 the purpose of implementing the recommendations of the DIA as further  
18 described in the Agreements.

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

1 egress, easements and rights of way, performance schedule extensions  
2 of up to six (6) months in the discretion of the CEO of the DIA,  
3 design standards, access and site plan, which have no financial  
4 impact.

5       **Section 3.       Designation of Authorized Official and DIA as**  
6 **Contract Monitor.**   The Chief Executive Officer of the DIA is  
7 designated as the authorized official of the City for the purpose of  
8 executing and delivering the Agreements and is further designated as  
9 the authorized official of the City for the purpose of executing any  
10 additional contracts and documents and furnishing such information,  
11 data and documents for the Agreements and related documents as may  
12 be required and otherwise to act as the authorized official of the  
13 City in connection with the Agreements, and take or cause to be taken  
14 such action as may be necessary to enable the City to implement the  
15 Agreements according to its terms. The DIA is hereby further required  
16 to administer and monitor the Agreements and to handle the City's  
17 responsibilities thereunder, including the City's responsibilities  
18 under such Agreements working with and supported by all relevant City  
19 departments.

20       **Section 4.       Oversight Department.** The Downtown Investment  
21 Authority shall oversee the Project described herein.

22       **Section 5.       Further Authorizations.**   The Chief Executive  
23 Officer of the DIA, or his designee, is hereby authorized to execute  
24 the Agreements and otherwise take all necessary action in connection  
25 therewith and herewith. The Chief Executive Officer of the DIA is  
26 further authorized to negotiate and execute all necessary changes and  
27 amendments to the Agreements and any other contracts and documents  
28 to effectuate the purposes of this Ordinance, without further Council  
29 action, provided such changes and amendments to the Agreements are  
30 limited to amendments that are technical in nature (as described in  
31 Section 2 hereof), and further provided that all such amendments

1 shall be subject to appropriate legal review and approval by the  
2 General Counsel, or his or her designee, and take all other  
3 appropriate official action required by law.

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

7  
8 Form Approved:

9  
10 /S/ Joelle J. Dillard

11 Office of General Counsel

12 Legislation Prepared By: Joelle J. Dillard

13 GC-#1700722-V3-Leg\_2025\_Duval\_212.Docx