

1 Introduced by the Council President at the request of the Mayor &
2 Co-Sponsored by Council Members Gaffney and Salem and amended by
3 the Neighborhoods, Community Services, Public Health and Safety
4 Committee:

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7 **ORDINANCE 2019-853-E**

8 AN ORDINANCE MAKING CERTAIN FINDINGS AND
9 APPROVING AND AUTHORIZING THE MAYOR OR HIS
10 DESIGNEE AND CORPORATION SECRETARY TO EXECUTE
11 AND DELIVER AN OPTION AGREEMENT ("AGREEMENT")
12 BETWEEN THE CITY OF JACKSONVILLE AND RP SPORTS
13 INVESTMENTS, INC. ("DEVELOPER") AND ALL
14 CLOSING DOCUMENTS RELATING THERETO, AND
15 OTHERWISE TAKE ALL NECESSARY ACTION TO
16 EFFECTUATE THE PURPOSES OF THE AGREEMENT, TO
17 PROVIDE AN OPTION THROUGH JANUARY 31, 2023 FOR
18 THE PURCHASE BY DEVELOPER OF CERTAIN REAL
19 PROPERTY LOCATED IN COUNCIL DISTRICT 7 BOUNDED
20 BY A. PHILIP RANDOLPH BOULEVARD AND GEORGIA
21 STREET AND BETWEEN ALBERT STREET AND GRANT
22 STREET IN JACKSONVILLE, FLORIDA, COMPRISING AN
23 APPROXIMATELY 5.83 ACRE PARCEL OF UNIMPROVED
24 REAL PROPERTY (THE "PROPERTY"), TO DEVELOP
25 INTO AN OFFICE BUILDING WITH A MINIMUM OF
26 25,000 SQUARE FEET, A SOCCER STADIUM WITH A
27 MINIMUM SEATING CAPACITY OF 2,500 SEATS, AND A
28 SURFACE PARKING LOT WITH A MINIMUM OF 100
29 PARKING SPACES; PROVIDING FOR OVERSIGHT BY THE
30 OFFICE OF ECONOMIC DEVELOPMENT; PROVIDING AN
31 EFFECTIVE DATE.

1 **WHEREAS**, the City of Jacksonville ("City") is the owner of
2 approximately 5.83 acres of unimproved real property comprised of
3 multiple, adjacent parcels located generally at the northeast
4 intersection of A. Philip Randolph Boulevard and Albert Street,
5 just north of Arlington Expressway, as further detailed on **Revised**
6 **Exhibit 1**, labeled as "Revised Exhibit 1, Rev Parcel Info, January
7 21, 2020 - NCSPHS" attached hereto (the "Property"); and

8 **WHEREAS**, RP Sports Investments, Inc. ("Developer") intends to
9 purchase and develop the Property to include a minimum of a 25,000
10 square foot office building, a soccer stadium with a minimum of
11 2,500 seats, and a surface parking lot with a minimum of 100
12 parking spaces (the "Project"); and

13 **WHEREAS**, in the event the Developer closes on the Property but
14 fails to commence construction of the Project by January 31, 2024,
15 then title to the Property shall revert to the City; the City has
16 the option to repurchase the Property in accordance with the
17 repurchase option in the Agreement; and

18 **WHEREAS**, in the event the Developer fails to substantially
19 complete the Project by July 31, 2025, the City may elect to have
20 the Developer pay the fair market value of the Property as
21 determined by a Florida certified appraisal; and

22 **WHEREAS**, the Property is not eligible to be placed on the
23 affordable housing inventory list in that it does not have a
24 current or planned zoning of AGR (Agricultural), CRO (Commercial
25 Residential Office), RHD (Residential High Density) RLD
26 (Residential Low Density), RMD (Residential Medium Density), RR
27 (Rural Residential), RO (Residential/Office), nor is it located
28 within a Planned Unit Development with residential entitlements;
29 and

30 **WHEREAS**, the City's Office of Economic Development ("OED") has
31 reviewed the application submitted by the Developer for community

1 development, and, together with representatives of the City,
2 negotiated the Option Agreement ("Agreement") and, based upon the
3 contents of the Agreement, has determined the Agreement and the
4 uses contemplated therein to be in the public interest, and has
5 determined that the public actions and property conveyance
6 contemplated in the Agreement take into account and give
7 consideration to the long-term public interests and public interest
8 benefits to be achieved by the City; and

9 **WHEREAS**, supporting the Project will redevelop a vacant
10 property in the East Jacksonville neighborhood, eliminate blight
11 conditions in the area, and provide job opportunities to residents
12 of the area; now, therefore

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

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

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

17 (b) The location of the Developer's project in Jacksonville,
18 Florida, ("Project") is more particularly described in the Economic
19 Development Agreement. The Project will promote and further the
20 public and municipal purposes of the City.

21 (c) Enhancement of the City's tax base and revenues, are
22 matters of State and City policy and State and City concern in order
23 that the State and its counties and municipalities, including the
24 City, shall not continue to be endangered by unemployment,
25 underemployment, economic recession, poverty, crime and disease, and
26 consume an excessive proportion of the State and City revenues
27 because of the extra services required for police, fire, accident,
28 health care, elderly care, charity care, hospitalization, public
29 housing and housing assistance, and other forms of public
30 protection, services and facilities.

31 (d) The provision of the City's assistance as identified in

1 the Economic Development Agreement is necessary and appropriate to
2 make the Project feasible; and the City's assistance is reasonable
3 and not excessive, taking into account the needs of the Developer to
4 make the Project economically and financially feasible, and the
5 extent of the public benefits expected to be derived from the
6 Project, and taking into account all other forms of assistance
7 available.

8 (e) The Developer is qualified to carry out and complete the
9 construction and equipping of the Project, in accordance with the
10 Economic Development Agreement.

11 (f) The authorizations provided by this Ordinance are for
12 public uses and purposes for which the City may use its powers as a
13 county, municipality and as a political subdivision of the State of
14 Florida and may expend public funds, and the necessity in the public
15 interest for the provisions herein enacted is hereby declared as a
16 matter of legislative determination, and the conveyance contemplated
17 hereby is authorized by ordinance pursuant to Section 122.421(a),
18 *Ordinance Code*.

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

22 **Section 2. Approval and Authorization.** There is hereby
23 approved and the Mayor, or his designee, and the Corporation
24 Secretary, are hereby authorized to execute and deliver on behalf
25 of the City the Option Agreement between the City of Jacksonville
26 and Developer, in substantially the form placed **Revised On File**
27 with the Legislative Services Division (the "Agreement"), and all
28 such other documents necessary or appropriate to effectuate the
29 purpose of this Ordinance (with such "technical" changes as herein
30 authorized). The Agreement provides the Developer with the option
31 to purchase the Property through January 31, 2023 and provides for

1 title to the Property to revert to the City if the Developer does
2 not commence construction of the Project by January 31, 2024, and
3 requires the Developer to pay fair market value for the Property if
4 the Project is not substantially complete by July 31, 2025.

5 The Agreement and related documents may include such
6 additions, deletions and changes as may be reasonable, necessary
7 and incidental for carrying out the purposes thereof, as may be
8 acceptable to the Mayor, or his designee, with such inclusion and
9 acceptance being evidenced by execution of the Agreement by the
10 Mayor, or his designee; provided however, no modification to the
11 Agreements may increase the financial obligations or liability of
12 the City to an amount in excess of the amount stated in the
13 Agreements or decrease the financial obligations or liability of
14 the Developer, and any such modification shall be technical only
15 and shall be subject to appropriate legal review and approval by
16 the Office of General Counsel. For purposes of this Ordinance, the
17 term "technical changes" is defined as those changes having no
18 financial impact to the City, including, but not limited to,
19 changes in legal descriptions or surveys, ingress and egress,
20 easements and rights of way, design standards, access and site
21 plan, resolution of title defects, if any, and other non-
22 substantive changes that do not substantively increase the duties
23 and responsibilities of the City under the provisions of the
24 Agreements.

25 **Section 3. Oversight.** The OED shall provide oversight
26 and administration of the Agreement for the duration thereof.

27 **Section 4. Effective Date.** This Ordinance shall become
28 effective upon signature by the Mayor or upon becoming effective
29 without the Mayor's signature.
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1 Form Approved:

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3 /s/ Paige H. Johnston

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

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