

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Rules Committee:

3
4
5 **ORDINANCE 2023-239-E**

6 AN ORDINANCE MAKING CERTAIN FINDINGS, AND
7 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO
8 EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT
9 ("AGREEMENT") BETWEEN THE CITY OF JACKSONVILLE
10 ("CITY") AND AVION MF PARTNERS, LLC
11 ("DEVELOPER"), TO SUPPORT THE DEVELOPMENT BY
12 DEVELOPER OF AN APPROXIMATELY 320-UNIT APARTMENT
13 COMMUNITY LOCATED GENERALLY ON DUVAL ROAD, NORTH
14 OF I-295 AND WEST OF BISCAYNE BOULEVARD, IN THE
15 CITY OF JACKSONVILLE ("PROJECT"); AUTHORIZING A
16 SEVENTY-FIVE PERCENT, FIFTEEN YEAR RECAPTURE
17 ENHANCED VALUE (REV) GRANT IN THE MAXIMUM AMOUNT
18 NOT TO EXCEED \$7,500,000 IN CONNECTION WITH THE
19 PROJECT; DESIGNATING THE OED AS CONTRACT MONITOR
20 FOR THE AGREEMENT; PROVIDING FOR CITY OVERSIGHT
21 OF THE PROJECT BY THE OED; AUTHORIZING THE
22 EXECUTION OF ALL DOCUMENTS RELATING TO THE ABOVE
23 AGREEMENTS AND TRANSACTIONS, AND AUTHORIZING
24 TECHNICAL CHANGES TO THE DOCUMENTS; PROVIDING A
25 DEADLINE FOR THE DEVELOPER TO EXECUTE THE
26 AGREEMENT AFTER IT IS DELIVERED TO THE
27 DEVELOPER; WAIVER OF THOSE PORTIONS OF THE
28 PUBLIC INVESTMENT POLICY ADOPTED BY ORDINANCE
29 2022-372-E, AS AMENDED, WHICH WOULD REQUIRE THAT
30 IN ORDER FOR A PROJECT TO RECEIVE A REV GRANT
31 THE DEVELOPER MUST BE IN A TARGETED INDUSTRY AND

1 CREATE 10 NEW FULL-TIME JOBS AT GREATER THAN OR
2 EQUAL TO 100% OF THE STATE OF FLORIDA AVERAGE
3 WAGE; PROVIDING AN EFFECTIVE DATE.
4

5 **WHEREAS,** Avion MF Partners, LLC (the "Developer") has
6 submitted a proposal for the development of certain real property
7 owned by the Developer and located generally on Duval Road, north of
8 I-295 and west of Biscayne Boulevard, within the City, which the
9 Developer intends to develop into approximately a 320-unit, market
10 rate apartment community, with ninety-six (96) units set aside for
11 workforce housing (the "Project"), as further detailed in the Economic
12 Development Agreement ("Agreement") placed **Revised On File** with the
13 Legislative Services Division; and

14 **WHEREAS,** the Agreement authorizes a 15 year, 75% REV Grant in
15 the maximum amount of \$7,500,000, payable in annual installments
16 beginning the first year following substantial completion of the
17 Project; and

18 **WHEREAS,** the Office of Economic Development ("OED") has
19 considered the Developer's requests and has determined that the REV
20 Grant will enable the Developer to develop the property and complete
21 the Project as further described in the Agreement; and

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

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

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

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

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

31 (c) The City's assistance for the Project will enable and

1 facilitate the Project, the Project will enhance and increase the
2 City's tax base and revenues, and the Project will improve the quality
3 of life necessary to encourage and attract business expansion in the
4 City.

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

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

8 (f) The authorizations provided by this Ordinance are for public
9 uses and purposes for which the City may use its powers as a
10 municipality and as a political subdivision of the State of Florida
11 and may expend public funds, and the necessity in the public interest
12 for the provisions herein enacted is hereby declared as a matter of
13 legislative determination.

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

17 **Section 2. Economic Development Agreement Approved.** The
18 Mayor (or his authorized designee) and the Corporation Secretary are
19 hereby authorized to execute and deliver the Agreement and related
20 documents referenced therein (collectively, the "Agreements")
21 substantially in the form **Revised On File** with the Legislative
22 Services Division (with such "technical" changes as herein
23 authorized), for the purpose of implementing the recommendations of
24 the OED, as further described in the Project Summary attached hereto
25 as **Exhibit 1** and incorporated herein by this reference.

26 The Agreements may include such additions, deletions and changes
27 as may be reasonable, necessary and incidental for carrying out the
28 purposes thereof, as may be acceptable to the Mayor, or his designee,
29 with such inclusion and acceptance being evidenced by execution of
30 the Agreements by the Mayor or his designee. No modification to the
31 Agreements may increase the financial obligations or the liability

1 of the City or OED and any such modification shall be technical only
2 and shall be subject to appropriate legal review and approval of the
3 General Counsel, or his or her designee, and all other appropriate
4 action required by law. "Technical" is herein defined as including,
5 but not limited to, changes in legal descriptions and surveys,
6 descriptions of infrastructure improvements and/or any road project,
7 ingress and egress, easements and rights of way, performance schedules
8 (provided that no performance schedule may be extended for more than
9 one year without Council approval) design standards, access and site
10 plan, which have no financial impact.

11 **Section 3. Payment of REV Grant to Developer.**

12 (a) The REV Grant in the amount not to exceed \$7,500,000, the
13 terms of which are more specifically described in the Agreement,
14 shall not be deemed to constitute a debt, liability, or obligation
15 of the City or of the State of Florida or any political subdivision
16 thereof within the meaning of any constitutional or statutory
17 limitation, or a pledge of the faith and credit or taxing power of
18 the City or of the State of Florida or any political subdivision
19 thereof, but shall be payable solely from the funds provided therefor
20 as provided in this Section. The Agreement shall contain a statement
21 to the effect that the City shall not be obligated to pay any
22 installment of its financial assistance to the Developer except from
23 the non-ad valorem revenues or other legally available funds provided
24 for that purpose, that neither the faith and credit nor the taxing
25 power of the City or of the State of Florida or any political
26 subdivision thereof is pledged to the payment of any portion of such
27 financial assistance, and that the Developer, or any person, firm or
28 entity claiming by, through or under the Developer, or any other
29 person whomsoever, shall never have any right, directly or indirectly,
30 to compel the exercise of the ad valorem taxing power of the City or
31 of the State of Florida or any political subdivision thereof for the

1 payment of any portion of such financial assistance.

2 (b) The OED is hereby authorized to and shall disburse the annual
3 installments of the REV Grant to the Developer as provided in this
4 Section in accordance with this Ordinance and the Agreement.

5 **Section 4. Designation of Authorized Official and OED as**
6 **Contract Monitor.** The Mayor is designated as the authorized official
7 of the City for the purpose of executing and delivering any contracts
8 and documents and furnishing such information, data and documents for
9 the Agreements and related documents as may be required and otherwise
10 to act as the authorized official of the City in connection with the
11 Agreements, and is further authorized to designate one or more other
12 officials of the City to exercise any of the foregoing authorizations
13 and to furnish or cause to be furnished such information 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 OED is
16 hereby required to administer and monitor the Agreement 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 OED shall oversee the Project described herein.

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 Executive Director of the OED, 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. Execution of Agreement.** If the Economic
6 Development Agreement approved by this Ordinance has not been signed
7 by the Developer within ninety (90) days after the OED delivers or
8 mails the unexecuted Economic Development Agreement to the Developer
9 for execution, then the City Council approvals in this Ordinance and
10 authorization for the Mayor to execute the Agreement are automatically
11 revoked; provided, however, that the Executive Director of the OED
12 shall have the authority to extend such ninety (90) day period in
13 writing at his discretion for up to an additional ninety (90) days.

14 **Section 8. Waiver of Public Investment Policy.** The
15 following requirements of the Public Investment Policy adopted by
16 City Council Ordinance 2022-372-E, as amended, are waived: the REV
17 Grant requirements that the Developer must be in a Targeted Industry
18 and create 10 new full-time jobs at greater than or equal to one
19 hundred percent of the State of Florida average wage. The waiver is
20 justified due to the fact that the proposed Project is expected to
21 generate a private capital investment of approximately \$65,000,000
22 and increase ad valorem taxes payable to the City and Duval County
23 School Board.

24 **Section 9. Effective Date.** This Ordinance shall become
25 effective upon signature by the Mayor or upon becoming effective
26 without the Mayor's signature.

1 Form Approved:

2

3 /s/ Mary E. Staffopoulos

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

6 GC-#1564986-V1-2023-239-E.Docx