

Introduced by Council Member Peluso and amended by the Neighborhoods,
Community Services, Public Health and Safety Committee:

ORDINANCE 2025-467-E

AN ORDINANCE MAKING CERTAIN FINDINGS; APPROVING
AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND
THE CORPORATION SECRETARY TO EXECUTE AND DELIVER
AN AGREEMENT TO REDUCE NUISANCE ABATEMENT LIENS
AND DEMOLITION LIEN (THE "LIEN AGREEMENT")
BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND
THE HARDMON COMPANY, LLC IN CONNECTION WITH
DEMOLITION AND IMPROVEMENT OF THE PROPERTY
LOCATED AT 1402 FLORIDA AVENUE, JACKSONVILLE,
FLORIDA 32206 (R.E. NO. 114619-0020) (THE
"PROPERTY"), WHICH LIEN AGREEMENT AUTHORIZES AN
"AFTER-THE-FACT" REDUCTION OF THE NUISANCE
ABATEMENT AND DEMOLITION LIENS ON THE PROPERTY
IN THE AMOUNT OF \$36,483.32, PLUS ACCRUED
INTEREST; DIRECTING THE FINANCE DEPARTMENT AND
THE NEIGHBORHOODS DEPARTMENT TO WORK
COOPERATIVELY TO ADMINISTER AND MONITOR THE LIEN
AGREEMENT; WAIVING SUBSECTION 518.145(D)
(COLLECTION AND SETTLEMENT OF NUISANCE ABATEMENT
AND DEMOLITION LIENS), *ORDINANCE CODE*,
AUTHORIZING THE DIRECTOR OF THE FINANCE
DEPARTMENT AND THE NEIGHBORHOODS DEPARTMENT TO
EXTINGUISH LIENS IN CONSIDERATION OF
REHABILITATION OF A PROPERTY TO BRING IT INTO
COMPLIANCE WITH THE ORDINANCE CODE; PROVIDING AN
EFFECTIVE DATE.

1
2 **WHEREAS,** Eastside Futures, LLC and the City of Jacksonville
3 entered into an Agreement to Reduce Nuisance Abatement and Demolition
4 Liens (the "EF Agreement") regarding the property located at 1402
5 Florida Avenue, Jacksonville, Florida 32206 (R.E. No. 114619-0020)
6 (the "Property"), and a copy of said EF Agreement is attached hereto
7 as **Exhibit 1;** and

8 **WHEREAS,** Eastside Futures, LLC agreed to bring the Property
9 into compliance with the City's Ordinance Code in accordance with the
10 terms and conditions set forth in the EF Agreement; and

11 **WHEREAS,** the City's Accounting Division discovered that
12 Eastside Futures, LLC conveyed the Property to The Hardmon Company
13 LLC, a third party, without the City's consent. A copy of the General
14 Warranty Deed is attached hereto as **Exhibit 2;** and

15 **WHEREAS,** as of December 31, 2024, Rudolph Jamison, Jr. is the
16 current owner of the Property having purchased the Property from The
17 Hardmon Company LLC for \$325,000.00 as reflected in the General
18 Warranty Deed attached hereto as **Exhibit 3;** and

19 **WHEREAS,** on January 13, 2025, the City terminated the EF
20 Agreement effective immediately and requested full payment of the
21 outstanding liens on the Property, (a copy of the Termination Letter
22 is attached hereto as **Exhibit 4);** and

23 **WHEREAS,** as of July 31, 2025, there is one demolition lien and
24 16 nuisance liens attached to the Property in the total amount of
25 \$36,483.32, plus accrued interest, and a list of said liens is
26 attached hereto as **Revised Exhibit 5,** labeled as "Revised Exhibit 5,
27 Rev List, August 4, 2025 - NCSPHS"; and

28 **WHEREAS,** The Hardmon Company LLC and Spencer Construction and
29 Engineering, Inc. completed improvements to the Property without
30 first entering into a contract with the City to address the
31 outstanding liens; and

1 **WHEREAS**, although The Hardmon Company LLC sold the Property to
2 Rudolph Jamison, Jr., the outstanding liens still remain on the
3 Property; and

4 **WHEREAS**, in order to resolve the outstanding liens recorded
5 against the Property, The Hardmon Company LLC has submitted
6 documentation, which has been placed **On File** with the Legislative
7 Services Division, for consideration by the City in support of its
8 request to reduce the aforementioned demolition and nuisance liens
9 "after-the-fact"; and

10 **WHEREAS**, due to the property being conveyed in the manner
11 described above, the current property owner was not aware of the
12 prohibited conveyance and now owns a new home with nuisance liens
13 that the property owner was not aware of; and

14 **WHEREAS**, such prohibited conveyances compelled the
15 administration to implement new policy clarifications for violations
16 of the Agreement to Reduce Nuisance Abatement and Demolition Liens;
17 now therefore

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

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

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

22 (b) The construction of a new single-family home at the
23 Property is consistent with the goals of the City in that the project
24 will, among other things, help meet the overall community goal of
25 blight elimination and growth in Jacksonville.

26 (c) The authorizations provided by this Ordinance are for
27 public uses and purposes for which the City may use its powers as a
28 county/municipality and as a political subdivision of the State of
29 Florida and may expend public funds, and the necessity in the public
30 interest for the provisions herein enacted is hereby declared as a
31 matter of legislative determination.

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

Section 2. Approval and Authorization to Execute Agreement.

The City Council hereby approves the Agreement to Reduce Nuisance Abatement Lien and Demolition Lien (the "Lien Agreement") between the City and The Hardmon Company, LLC in substantially the form attached hereto as **Revised Exhibit 6**, labeled as "Revised Exhibit 6, Rev Agmt, August 4, 2025 - NCSPHS" and incorporated herein by this reference. The Mayor, or her designee, and the Corporation Secretary, are hereby authorized to: (1) execute and deliver, for and on behalf of the City, the Lien Agreement and all such other documents, necessary or appropriate to effectuate the purpose of this Ordinance, and (2) take, or cause to be taken, for and on behalf of the City, such further action to effectuate the purpose of this Ordinance. The Lien Agreement may include such additions, deletions and changes as may be reasonable, necessary and incidental for carrying out the purposes thereof, as may be acceptable to the Mayor, or her designee, with such inclusion and acceptance being evidenced by execution of the Lien Agreement by the Mayor, or her designee. No modification to the Lien Agreement may increase the financial obligations or liability of the City to an amount in excess of the amount authorized by this Ordinance, and any such modification shall be technical only and shall be subject to appropriate legal review and approval by the Office of General Counsel.

Section 3. Direction to Authorized Officials as Contract Administrators. The Mayor is designated as the authorized official of the City for the purpose of executing and delivering any contracts and documents and furnishing such information, data and documents for the Lien Agreement as may be required and otherwise to act as the authorized official of the City in connection with the Lien Agreement,

1 and is further authorized to designate one or more other officials
2 of the City to exercise any of the foregoing authorizations and to
3 furnish or cause to be furnished such information and take or cause
4 to be taken such action as may be necessary to enable the City to
5 implement the Lien Agreement according to its terms. The Finance
6 Department and the Neighborhoods Department are hereby directed to
7 coordinate together in the administration and monitoring of the Lien
8 Agreement, and to handle the City's responsibilities thereunder,
9 including the City's responsibilities under the Lien Agreement to
10 reduce the demolition and nuisance liens in accordance with its terms.

11 **Section 4. Waiver of Subsection 518.145(d), Ordinance Code.**

12 Subsection 518.145(d) (Collection and settlement of nuisance
13 abatement and demolition liens), Subpart E (Collection, Settlement
14 and Establishment of Rates and Charges), Part 1 (General Provisions),
15 Chapter 518 (Jacksonville Property and Maintenance Code), *Ordinance*
16 *Code*, authorizing the Director of the Finance Department and the
17 City's Real Estate Officer to extinguish liens in consideration for
18 rehabilitation of a property is hereby waived because The Hardmon
19 Company LLC proceeded to complete improvements to the Property in
20 order to bring the Property into compliance with the City's Ordinance
21 Code prior to applying for an agreement to settle outstanding liens
22 with the City, and further conveyed the property to the current owner,
23 Rudolph Jamison, Jr.

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

Form Approved:

/s/ Mary E. Staffopoulos

Office of General Counsel

Legislation Prepared By: Cherry S. Pollock

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