

1 Introduced by the Council President at the request of the DIA:  
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4 **ORDINANCE 2019-626-E**

5 AN ORDINANCE APPROVING AND AUTHORIZING THE  
6 MAYOR OR HIS DESIGNEE AND CORPORATION  
7 SECRETARY TO EXECUTE AND DELIVER: (1) A  
8 REDEVELOPMENT AGREEMENT ("AGREEMENT") BETWEEN  
9 THE CITY OF JACKSONVILLE AND BLUE CROSS AND  
10 BLUE SHIELD OF FLORIDA, INC. ("DEVELOPER"),  
11 WHICH REDEVELOPMENT AGREEMENT PROVIDES FOR THE  
12 DESIGN AND CONSTRUCTION OF A PARKING GARAGE  
13 WITH A MINIMUM OF 750 PARKING SPACES BY THE  
14 DEVELOPER WITHIN THE NORTHBANK DOWNTOWN  
15 COMMUNITY REDEVELOPMENT AREA ("PROJECT"); (2)  
16 A QUITCLAIM DEED CONVEYING AN APPROXIMATELY  
17 2.3 ACRE PARCEL OF CITY-OWNED LAND LOCATED AT  
18 0 MAGNOLIA STREET, JACKSONVILLE, FLORIDA, IN  
19 COUNCIL DISTRICT 7 IN THE NORTHBANK COMMUNITY  
20 REDEVELOPMENT AREA TO THE DEVELOPER AT NO COST  
21 (THE "PROPERTY"); (3) A RESTRICTIVE COVENANTS  
22 AND PARKING RIGHTS AGREEMENT ("RESTRICTIVE  
23 COVENANTS"), WHICH RESTRICTIVE COVENANTS  
24 AUTHORIZE USE OF THE PARKING GARAGE BY THE  
25 GENERAL PUBLIC AFTER 6:00 P.M. ON WEEKNIGHTS  
26 AND 24-HOUR ACCESS ON WEEKENDS AND NATIONAL  
27 HOLIDAYS; AND (4) RELATED AGREEMENTS AND  
28 CLOSING DOCUMENTS AS DESCRIBED IN THE  
29 REDEVELOPMENT AGREEMENT, AND OTHERWISE TO TAKE  
30 ALL NECESSARY ACTION TO EFFECTUATE THE  
31 PURPOSES OF THE REDEVELOPMENT AGREEMENT;

1 DESIGNATING THE DOWNTOWN INVESTMENT AUTHORITY  
2 AS CONTRACT MONITOR; PROVIDING FOR OVERSIGHT  
3 OF THE PROJECT BY THE DEPARTMENT OF PUBLIC  
4 WORKS; PROVIDING AN EFFECTIVE DATE.  
5

6 **WHEREAS**, the City of Jacksonville ("City") is the owner of an  
7 approximately 2.3 acre parcel of real property located at 0  
8 Magnolia Street, R.E. # 090059-0000 in the Northbank Downtown  
9 Community Redevelopment Area, on which is located a retention pond;  
10 and

11 **WHEREAS**, the Downtown Investment Authority ("DIA") issued its  
12 Notice of Disposition for a City-owned property providing notice to  
13 developers who may be interested in purchasing and developing the  
14 Property, and Blue Cross and Blue Shield of Florida, Inc.  
15 ("Developer") was the only respondent; and

16 **WHEREAS**, the Property will be conveyed to Developer at no cost  
17 in exchange for the development of a structured parking facility  
18 having a minimum of 750 parking spaces (the "Parking Garage"), and  
19 the Developer has agreed to the placement of a Restrictive  
20 Covenants and Parking Rights Agreement on the Parking Garage, to  
21 provide public parking in the Parking Garage after 6:00 p.m. on a  
22 daily basis, and 24 hour use by the general public on all weekends  
23 and national holidays; and

24 **WHEREAS**, upon substantial completion of construction of the  
25 Parking Garage, the DIA will make a Parking Garage Grant to  
26 Developer in the amount of \$3,500,000 to support the construction  
27 of the Parking Garage; and

28 **WHEREAS**, in the event the Developer fails to commence  
29 construction of the Parking Garage by March 31, 2020, title to the  
30 Property shall revert to the City, and in the event the Developer  
31 does not substantially complete construction of the Parking Garage

1 by March 31, 2021, the City may elect to: (i) repurchase the  
2 property from Developer at its then appraised value, less the  
3 amount of \$3,170,000, which is the current appraised value of the  
4 Property; or (ii) require the Developer to pay to the City the  
5 amount of \$3,170,000; and

6 **WHEREAS**, supporting the development of the Parking Garage  
7 will redevelop and create a more intense use of the Property,  
8 generate new ad valorem taxes on the Property, eliminate blight  
9 conditions in the area, and provide job opportunities to residents  
10 of the area; and

11 **WHEREAS**, a copy of the DIA Resolution authorizing the  
12 transaction is attached hereto as **Exhibit 1**; 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 Project will greatly enhance the City and otherwise  
18 promote and further the municipal purposes of the City.

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

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

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

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

1 matter of legislative determination.

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

5 **Section 2. Approval and Authorization.** There is hereby  
6 approved and the Mayor, or his designee, and the Corporation  
7 Secretary, are hereby authorized to execute and deliver on behalf  
8 of the City the Redevelopment Agreement, Quitclaim Deed,  
9 Restrictive Covenants and Parking Rights Agreement, and related  
10 documents referenced therein between the City of Jacksonville and  
11 Developer, in substantially the form placed **On File** with the  
12 Legislative Services Division (collectively, the "Agreements"), and  
13 all such other documents, necessary or appropriate to effectuate  
14 the purpose of this Ordinance (with such "technical" changes as  
15 herein authorized).

16 The Agreements may include such additions, deletions and  
17 changes as may be reasonable, necessary and incidental for carrying  
18 out the purposes thereof, as may be acceptable to the Mayor, or his  
19 designee, with such inclusion and acceptance being evidenced by  
20 execution of the Agreement by the Mayor, or his designee; provided  
21 however, no modification to the Agreements may increase the  
22 financial obligations or liability of the City to an amount in  
23 excess of the amount stated in the Agreements or decrease the  
24 financial obligations or liability of the Developer, and any such  
25 modification shall be technical only and shall be subject to  
26 appropriate legal review and approval by the Office of General  
27 Counsel. For purposes of this Ordinance, the term "technical  
28 changes" is defined as those changes having no financial impact to  
29 the City, including, but not limited to, changes in legal  
30 descriptions or surveys, ingress and egress, easements and rights  
31 of way, design standards, access and site plan, resolution of title

1 defects, if any, and other non-substantive changes that do not  
2 substantively increase the duties and responsibilities of the City  
3 under the provisions of the Agreements.

4 **Section 3. Designation of Contract Monitor.** The Downtown  
5 Investment Authority shall provide oversight and administration of  
6 the Agreements for the duration thereof.

7 **Section 4. Oversight Department.** The Department of  
8 Public Works shall oversee the project described herein.

9 **Section 5. Further Authorizations.** The Mayor, or his  
10 designee, and the Corporation Secretary, are hereby authorized to  
11 execute the Agreements and all other contracts and documents and  
12 otherwise take all necessary action in connection therewith and  
13 herewith. The Chief Executive Officer of the DIA, as contract  
14 administrator, is authorized to negotiate and execute all necessary  
15 changes and amendments to the Agreements and other contracts and  
16 documents, to effectuate the purposes of this Ordinance, without  
17 further Council action, provided such changes and amendments are  
18 limited to amendments that are technical in nature (as described in  
19 Section 2 hereof), and further provided that all such amendments  
20 shall be subject to appropriate legal review and approval by the  
21 General Counsel, or his or her designee, and all other appropriate  
22 official action required by law.

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

26 Form Approved:

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28           /s/ Paige H. Johnston          

29 Office of General Counsel

30 Legislation Prepared By: John Sawyer

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