

1 Introduced by the Council President at the request of the DIA and
2 amended by the Finance Committee:

3
4 **ORDINANCE 2022-163-E**

5 AN ORDINANCE MAKING CERTAIN FINDINGS;
6 AUTHORIZING THE CHIEF EXECUTIVE OFFICER OF THE
7 DOWNTOWN INVESTMENT AUTHORITY ("DIA"), OR HIS OR
8 HER DESIGNEE, TO EXECUTE AND DELIVER A LEASE
9 AGREEMENT ("LEASE") BETWEEN THE DIA AND
10 CHURCHWELL LOFTS AT EAST BAY CONDOMINIUM
11 ASSOCIATION, INC. ("TENANT"), FOR THE LEASE OF
12 A 0.38 ACRE PARKING LOT PARCEL (THE "PREMISES")
13 KNOWN AS THE 300 EAST FORSYTH LOT AND LOCATED AT
14 THE NORTHEAST CORNER OF THE INTERSECTION OF
15 NORTH MARKET AND EAST FORSYTH STREETS,
16 JACKSONVILLE, FLORIDA IN COUNCIL DISTRICT 7,
17 WITH AN INITIAL LEASE TERM OF FIVE YEARS WITH
18 ONE, FIVE YEAR RENEWAL TERM, AT A LEASE RATE OF
19 \$2,176.74 PER MONTH SUBJECT TO A MONTHLY RENT
20 CREDIT IN THE AMOUNT OF \$610.00 PER MONTH;
21 DESIGNATING THE DIA AS AUTHORIZED OFFICIAL FOR
22 THE LEASE; AUTHORIZING THE EXECUTION OF ALL
23 DOCUMENTS RELATING TO THE LEASE AND
24 TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES
25 TO THE DOCUMENTS; AMENDING SECTION 122.201
26 (DEFINITIONS), *ORDINANCE CODE*, TO REMOVE CERTAIN
27 PARKING FACILITIES; PROVIDING AN EFFECTIVE DATE.

28
29 **WHEREAS**, the City owns a 0.38 acre parking lot parcel at the
30 northeast corner of the intersection of North Market and East Forsyth

1 Streets (the "Premises"), and more commonly known as 300 East Forsyth
2 Lot, which is located within the Combined Northbank Community
3 Redevelopment Area ("Northbank CRA");

4 **WHEREAS**, pursuant to Ordinance 2012-0364-E, the Downtown
5 Investment Authority ("DIA") is the City's Community Redevelopment
6 Agency for the Northbank CRA and the DIA is authorized to lease City
7 assets located in the Northbank CRA;

8 **WHEREAS**, Churchwell Lofts at East Bay Condominium Association,
9 Inc. ("Tenant") is currently occupying the Premises as a holdover
10 tenant pursuant to an expired lease and submitted a proposal to the
11 DIA for a new lease of the Premises;

12 **WHEREAS**, the DIA has considered the Tenant's proposal and has
13 determined that Tenant's continued occupancy of the Premises in
14 connection with the Tenant's residential units pursuant to the Lease
15 is in the best interest of the City;

16 **WHEREAS**, the Lease is consistent with the DIA BID/CRA Plan, and
17 furthers Redevelopment Goal 2, Increase rental and owner-occupied
18 housing downtown, targeting key demographic groups seeking a more
19 urban lifestyle;

20 **WHEREAS**, on October 20, 2021, the DIA Board approved a resolution
21 (the "Resolution") to issue a Notice of Disposition, and thereafter
22 to enter into the Lease, said Resolution being attached hereto as
23 **Exhibit 1**; and

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

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

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

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

2 (b) The authorizations provided by this Ordinance are for public
3 uses and purposes for which the City may use its powers as a
4 municipality and as a political subdivision of the State of Florida
5 and may expend public funds, and the necessity in the public interest
6 for the provisions herein enacted is hereby declared as a matter of
7 legislative determination.

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

11 **Section 2. Execution of Agreements.** The Chief Executive Officer
12 of the DIA, or his or her designee, is authorized to enter into the
13 Lease on behalf of the City substantially in the form placed **Second**
14 **Revised On File** with the Legislative Services Division (with such
15 "technical" changes as herein authorized). The Lease is for an initial
16 term of five (5) years, with one five (5) year renewal option, for
17 an approximately 0.38 acre parcel of City owned property known as the
18 300 East Forsyth Lot and located at the northeast corner of the
19 intersection of North Market and East Forsyth Streets (the
20 "Premises"), at a lease rate of \$2,176.74 per month subject to a
21 monthly rent credit in the amount of \$610.00 per month.

22 The Lease may include such additions, deletions and changes as
23 may be reasonable, necessary and incidental for carrying out the
24 purposes thereof, as may be acceptable to the CEO of the DIA with such
25 inclusion and acceptance being evidenced by execution of the Lease by
26 the CEO of the DIA. No modification to the Lease may increase the
27 financial obligations or the liability of the City or DIA and any such
28 modification shall be technical only and shall be subject to
29 appropriate legal review and approval of the General Counsel, or his
30 or her designee, and all other appropriate action required by law.

1 "Technical" is herein defined as including, but not limited to,
2 changes in legal descriptions and surveys, descriptions of
3 infrastructure improvements and/or any road project, ingress and
4 egress, easements and rights of way, performance schedules (provided
5 that no performance schedule may be extended for more than one year
6 without Council approval), design standards, access and site plan,
7 which have no financial impact.

8 **Section 3. Designation of Authorized Official.** The Chief
9 Executive Officer of the DIA is designated as the authorized official
10 of the City for the purpose of executing and delivering any contracts
11 and documents and furnishing such information, data and documents for
12 the Lease and related documents as may be required and otherwise to
13 act as the authorized official of the City in connection with the
14 Lease, and to furnish or cause to be furnished such information and
15 take or cause to be taken such action as may be necessary to enable
16 the Lease to be implemented according to its terms.

17 **Section 4. Further Authorizations.** The Chief Executive
18 Officer of the DIA is hereby authorized to execute the Lease and all
19 other contracts and documents and otherwise take all necessary action
20 in connection therewith and herewith. The Chief Executive Officer of
21 the DIA is authorized to negotiate and execute all necessary changes
22 and amendments to the Lease and other contracts and documents, to
23 effectuate the purposes of this Ordinance, without further Council
24 action, provided such changes and amendments are limited to amendments
25 that are technical in nature (as described in Section 2 hereof), and
26 further provided that all such amendments shall be subject to
27 appropriate legal review and approval by the General Counsel, or his
28 or her designee, and all other appropriate official action required
29 by law.

30 **Section 5. Amending Section 122.201 (Definitions),**
31 **Ordinance Code.** Chapter 122 (Public Property), Part 2 (Municipal

1 Parking Lots), Section 122.201 (Definitions), is hereby amended to
2 read as follows:

3 **CHAPTER 122 PUBLIC PROPERTY**

4 * * *

5 **PART 2. MUNICIPAL PARKING LOTS**

6 **Sec. 122.201 (Definitions).**

7 As used in this Part 2:

8 ~~(a) Park Place Parking Facility is bounded on the East by Main~~
9 ~~Street which continues in a southerly direction for a distance of 107~~
10 ~~feet. The South boundary adjacent to the rear of the Parkway Parking~~
11 ~~Garage runs in a westerly direction for a distance of 318 feet. The~~
12 ~~West boundary adjacent to the Dean Witter Building runs in a northerly~~
13 ~~direction for a distance of 107 feet. The North boundary is Forsyth~~
14 ~~Street and continues in an easterly direction for a distance of 318~~
15 ~~feet. The entrance to this facility is 24 West Forsyth Street.~~

16 (a)~~(b)~~ Courthouse West Parking Lot means the off-street
17 parking facility bounded on the South by Coastline Drive, on the West
18 by Market Street, on the North by Courthouse Drive and on the East
19 by Liberty Street. The entrance to this facility is 300 Courthouse
20 Drive.

21 (b)~~(e)~~ Water Street Parking Garage is the City-owned parking
22 garage bounded on the South by West Water Street, on the West by
23 Broad Street. On the North by Bay Street, the easterly boundary is
24 adjacent to and runs parallel to the most westerly boundary of the
25 Federal Building. This parking garage has two entrances; one at 541
26 West Water Street, the other at the most southerly end of Clay Street.

27 (c)~~(d)~~ Yates Building Parking Garage means the City-owned
28 parking facility located at all of Block 3, Hart's Map of
29 Jacksonville, bounded on the South by Forsyth Street, on the North
30 by Adams Street, on the West by Newnan Street and on the East by
31 Market Street. The entrance to this parking garage is 200 East Adams

1 Street.

2 ~~(e) 300 East Forsyth Street Lot means the parking lot located~~
3 ~~at Market and Forsyth Streets.~~

4 (d)~~(f)~~ Duval Street (Library) Garage is the City-owned
5 parking garage facility bounded on the South by Duval Street, on the
6 West by Laura Street, on the North by Church Street, and on the East
7 by Main Street.

8 (e)~~(g)~~ Ed Ball Garage is the City-owned parking garage
9 facility bounded on the South by Adams Street, on the West by Julia
10 Street, on the North by Monroe Street, and on the East by Hogan
11 Street.

12 (f)~~(h)~~ Bay and Ocean is the off-street parking facility
13 bounded on the South by Independent Drive, on the West by Ocean
14 Street, on the North by Bay Street and on the East by Newnan Street.

15 (g)~~(i)~~ St. James Building is the garage beneath the St. James
16 Building, bounded on the South by Duval Street, the West by Hogan
17 Street, the North by Church Street and the East by Laura Street.

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

21
22 Form Approved:

23
24 /s/ Margaret M. Sidman

25 Office of General Counsel

26 Legislation Prepared By: Joelle J. Dillard

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