

1 Introduced by the Council President at the request of the Mayor and  
2 amended by the Neighborhoods, Community Services, Public Health and  
3 Safety Committee:  
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6 **ORDINANCE 2023-87-E**

7 AN ORDINANCE MAKING CERTAIN FINDINGS AND  
8 APPROVING AND AUTHORIZING THE MAYOR OR HIS  
9 DESIGNEE AND CORPORATION SECRETARY TO EXECUTE  
10 AND DELIVER A PURCHASE AND SALE AGREEMENT  
11 ("AGREEMENT") BETWEEN THE CITY OF JACKSONVILLE  
12 AND RP SPORTS INVESTMENTS, INC. ("DEVELOPER")  
13 AND ALL CLOSING DOCUMENTS RELATING THERETO, AND  
14 OTHERWISE TAKE ALL NECESSARY ACTION TO  
15 EFFECTUATE THE PURPOSES OF THE AGREEMENT, FOR  
16 THE PURCHASE BY DEVELOPER OF CERTAIN REAL  
17 PROPERTY LOCATED IN COUNCIL DISTRICT 7 BOUNDED  
18 BY A. PHILIP RANDOLPH BOULEVARD AND GEORGIA  
19 STREET AND BETWEEN ALBERT STREET AND GRANT  
20 STREET IN JACKSONVILLE, FLORIDA, COMPRISING AN  
21 APPROXIMATELY 5.83 ACRE PARCEL OF UNIMPROVED  
22 REAL PROPERTY (THE "PROPERTY"), TO DEVELOP INTO  
23 AN OFFICE BUILDING WITH A MINIMUM OF 25,000  
24 SQUARE FEET, A SOCCER STADIUM WITH A MINIMUM  
25 SEATING CAPACITY OF 2,500 SEATS, AND A SURFACE  
26 PARKING LOT WITH A MINIMUM OF 100 PARKING  
27 SPACES; PROVIDING FOR OVERSIGHT BY THE REAL  
28 ESTATE DIVISION OF THE PUBLIC WORKS DEPARTMENT  
29 IN COORDINATION WITH THE OFFICE OF ECONOMIC  
30 DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.  
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1           **WHEREAS**, the City of Jacksonville ("City") and RP Sports  
2 Investments, Inc. ("Developer") have previously entered into that  
3 certain Option Agreement dated February 25, 2020 (the "Option  
4 Agreement"), granting an option to Developer to purchase from the  
5 City approximately 5.83 acres of unimproved real property bounded to  
6 the west and east by A. Philip Randolph Boulevard and Georgia Street  
7 and to the north and south by Albert Street and Grant Street, and  
8 also multiple, adjacent parcels located generally at the southeast  
9 intersection of A. Philip Randolph Boulevard and Albert Street, just  
10 north of Arlington Expressway, as further detailed in the Option  
11 Agreement (the "Property"); and

12           **WHEREAS**, Developer has timely exercised the option in accordance  
13 with the Option Agreement and intends to purchase and develop the  
14 Property to include a minimum of a 25,000 square foot office building,  
15 a soccer stadium with a minimum of 2,500 seats, and a surface parking  
16 lot with a minimum of 100 parking spaces (the "Project"); and

17           **WHEREAS**, the Developer has requested a longer inspection period  
18 than is authorized in the Option Agreement, through September 30,  
19 2023, and thus Council approval is required to authorize the purchase  
20 and sale agreement placed **On File** with the Legislative Services  
21 Division (the "Purchase and Sale Agreement"); and

22           **WHEREAS**, in the event the Developer closes on the Property but  
23 fails to commence construction of the Project by January 31, 2024,  
24 then, upon the City's execution and recording of the Notice of  
25 Reversion of Title, the title to the Property shall revert to the  
26 City; and

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

31           **WHEREAS**, the Property is not eligible to be placed on the

1 affordable housing inventory list in that it does not have a current  
2 or planned zoning of AGR (Agricultural), CRO (Commercial Residential  
3 Office), RHD (Residential High Density) RLD (Residential Low  
4 Density), RMD (Residential Medium Density), RR (Rural Residential),  
5 RO (Residential/Office), nor is it located within a Planned Unit  
6 Development with residential entitlements; and

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

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

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

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

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

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

29 (d) The provision of the City's assistance as identified in the  
30 Purchase and Sale Agreement is necessary and appropriate to make the  
31 Project feasible; and the City's assistance is reasonable and not

1 excessive, taking into account the needs of the Developer to make the  
2 Project economically and financially feasible, and the extent of the  
3 public benefits expected to be derived from the Project, and taking  
4 into account all other forms of assistance available.

5 (e) The Developer is qualified to carry out and complete the  
6 construction and equipping of the Project, in accordance with the  
7 Purchase and Sale Agreement.

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 county,  
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, and the conveyance contemplated hereby is  
14 authorized by ordinance pursuant to Section 122.421(a), *Ordinance*  
15 *Code*.

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

19 **Section 2. Approval and Authorization.** There is hereby  
20 approved and the Mayor, or his designee, and the Corporation  
21 Secretary, are hereby authorized to execute and deliver on behalf of  
22 the City the Purchase and Sale Agreement between the City of  
23 Jacksonville and Developer, in substantially the form placed **On File**  
24 with the Legislative Services Division (the "Purchase and Sale  
25 Agreement"), and all such other documents necessary or appropriate  
26 to effectuate the purpose of this Ordinance (with such "technical"  
27 changes as herein authorized). The Purchase and Sale Agreement  
28 provides the Developer with the right to purchase the Property and  
29 requires commencement of construction of the Project by no later than  
30 January 31, 2024 and provides for title to the Property to revert to  
31 the City if the Developer does not commence construction of the

1 Project by January 31, 2024, and requires the Developer to pay fair  
2 market value for the Property if the Project is not substantially  
3 complete by July 31, 2025.

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

24 **Section 3. Oversight.** The Real Estate Division of the  
25 Public Works Department, in coordination with OED, shall provide  
26 oversight and administration of the Purchase and Sale Agreement for  
27 the duration thereof.

28 **Section 4. Effective Date.** This Ordinance shall become  
29 effective upon signature by the Mayor or upon becoming effective  
30 without the Mayor's signature.

1 Form Approved:

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3           /s/ Mary E. Staffopoulos          

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

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