

1 Introduced by the Council President at the request of the Mayor and
2 Co-Sponsored by Council Members R. Gaffney and Salem:
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5 **ORDINANCE 2019-853**

6 AN ORDINANCE MAKING CERTAIN FINDINGS AND
7 APPROVING AND AUTHORIZING THE MAYOR OR HIS
8 DESIGNEE AND CORPORATION SECRETARY TO EXECUTE
9 AND DELIVER AN OPTION AGREEMENT ("AGREEMENT")
10 BETWEEN THE CITY OF JACKSONVILLE AND RP SPORTS
11 INVESTMENTS, INC. ("DEVELOPER") AND ALL
12 CLOSING DOCUMENTS RELATING THERETO, AND
13 OTHERWISE TAKE ALL NECESSARY ACTION TO
14 EFFECTUATE THE PURPOSES OF THE AGREEMENT, TO
15 PROVIDE AN OPTION THROUGH JANUARY 31, 2023 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 ACRE PARCEL OF UNIMPROVED REAL
22 PROPERTY (THE "PROPERTY"), TO DEVELOP INTO AN
23 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 OFFICE
28 OF ECONOMIC DEVELOPMENT; PROVIDING AN
29 EFFECTIVE DATE.
30

31 **WHEREAS,** the City of Jacksonville ("City") is the owner of

1 approximately 5 acres of unimproved real property comprised of
2 multiple, adjacent parcels located generally at the northeast
3 intersection of A. Philip Randolph Boulevard and Albert Street,
4 just north of Arlington Expressway, as further detailed on **Exhibit**
5 **1** attached hereto (the "Property"); and

6 **WHEREAS**, RP Sports Investments, Inc. ("Developer") intends to
7 purchase and develop the Property to include a minimum of a 25,000
8 square foot office building, a soccer stadium with a minimum of
9 2,500 seats, and a surface parking lot with a minimum of 100
10 parking spaces (the "Project"); and

11 **WHEREAS**, in the event the Developer closes on the Property but
12 fails to commence construction of the Project by January 31, 2024,
13 then title to the Property shall revert to the City; the City has
14 the option to repurchase the Property in accordance with the
15 repurchase option in the Agreement; and

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

20 **WHEREAS**, the Property is not eligible to be placed on the
21 affordable housing inventory list in that it does not have a
22 current or planned zoning of AGR (Agricultural), CRO (Commercial
23 Residential Office), RHD (Residential High Density) RLD
24 (Residential Low Density), RMD (Residential Medium Density), RR
25 (Rural Residential), RO (Residential/Office), nor is it located
26 within a Planned Unit Development with residential entitlements;
27 and

28 **WHEREAS**, the City's Office of Economic Development ("OED") has
29 reviewed the application submitted by the Developer for community
30 development, and, together with representatives of the City,
31 negotiated the Option Agreement ("Agreement") and, based upon the

1 contents of the Agreement, has determined the Agreement and the
2 uses contemplated therein to be in the public interest, and has
3 determined that the public actions and property conveyance
4 contemplated in the Agreement take into account and give
5 consideration to the long-term public interests and public interest
6 benefits to be achieved by the City; and

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

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

12 **Section 1. Findings.** It is hereby ascertained,
13 determined, 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 Economic
17 Development Agreement. The Project will promote and further the
18 public and municipal purposes of the City.

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

29 (d) The provision of the City's assistance as identified in
30 the Economic Development Agreement is necessary and appropriate to
31 make the Project feasible; and the City's assistance is reasonable

1 and not excessive, taking into account the needs of the Developer to
2 make the Project economically and financially feasible, and the
3 extent of the public benefits expected to be derived from the
4 Project, and taking into account all other forms of assistance
5 available.

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

9 (f) The authorizations provided by this Ordinance are for
10 public uses and purposes for which the City may use its powers as a
11 county, municipality and as a political subdivision of the State of
12 Florida and may expend public funds, and the necessity in the public
13 interest for the provisions herein enacted is hereby declared as a
14 matter of legislative determination, and the conveyance contemplated
15 hereby is authorized by ordinance pursuant to Section 122.421(a),
16 *Ordinance Code*.

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

20 **Section 2. Approval and Authorization.** There is hereby
21 approved and the Mayor, or his designee, and the Corporation
22 Secretary, are hereby authorized to execute and deliver on behalf
23 of the City the Option Agreement between the City of Jacksonville
24 and Developer, in substantially the form placed **On File** with the
25 Legislative Services Division (the "Agreement"), and all such other
26 documents necessary or appropriate to effectuate the purpose of
27 this Ordinance (with such "technical" changes as herein
28 authorized). The Agreement provides the Developer with the option
29 to purchase the Property through January 31, 2023 and provides for
30 title to the Property to revert to the City if the Project does not
31 commence construction of the Project by January 31, 2024, and

1 requires the Developer to pay fair market value for the Property if
2 the Project is no substantially complete by July 31, 2025.

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

23 **Section 3. Oversight.** The OED shall provide oversight
24 and administration of the Agreement for the duration thereof.

25 **Section 4. Effective Date.** This Ordinance shall become
26 effective upon signature by the Mayor or upon becoming effective
27 without the Mayor's signature.

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2 Form Approved:

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4 /s/ John Sawyer

5 Office of General Counsel

6 Legislation Prepared By: John Sawyer

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