

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

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5 **ORDINANCE 2025-608-E**

6 AN ORDINANCE DECLARING THE FOLLOWING EIGHT
7 PROPERTIES, ALL IN COUNCIL DISTRICT 7, TO BE
8 SURPLUS TO THE NEEDS OF THE CITY: 1247 DYAL
9 STREET, JACKSONVILLE, FLORIDA 32206 (R.E. NO.
10 114081-0000), 1322 HARRISON STREET,
11 JACKSONVILLE, FLORIDA 32206 (R.E. NO. 114444-
12 0000), 1305 BRIDIER STREET, JACKSONVILLE,
13 FLORIDA 32206 (R.E. NO. 115302-0000), 0 13TH
14 STREET EAST, JACKSONVILLE, FLORIDA 32206 (R.E.
15 NO. 113702-0000), 719 5TH STREET EAST,
16 JACKSONVILLE, FLORIDA 32206 (R.E. NO. 114832-
17 0020), 1130 12TH STREET EAST, JACKSONVILLE,
18 FLORIDA 32206 (R.E. NO. 114906-0000), 1442
19 FLORIDA AVENUE, JACKSONVILLE, FLORIDA 32206
20 (R.E. NO. 114614-0000), AND 1152 3RD STREET EAST,
21 JACKSONVILLE, FLORIDA 32206 (R.E. NO. 114330-
22 0000) (COLLECTIVELY, THE "PROPERTY");
23 AUTHORIZING CONVEYANCE OF THE PROPERTY TO
24 EASTSIDE HOUSING COLLABORATIVE, LLC, A FLORIDA
25 NOT FOR PROFIT ORGANIZATION (THE
26 "COLLABORATIVE"), AT NO COST, TO BE USED FOR THE
27 PROVISION OF AFFORDABLE HOUSING; AUTHORIZING THE
28 MAYOR, OR HER DESIGNEE, AND THE CORPORATION
29 SECRETARY TO EXECUTE A LAND DONATION AGREEMENT,
30 QUITCLAIM DEED AND OTHER CONVEYANCE DOCUMENTS TO
31 EFFECTUATE THE INTENT OF THIS ORDINANCE; WAIVING

1 THE CONFLICTING PROVISIONS OF SECTION 122.421
2 (GENERAL PROVISIONS; DELEGATIONS OF AUTHORITY),
3 SUBPART B (REAL PROPERTY DISPOSITIONS AND
4 EXCHANGES), PART 4 (REAL PROPERTY), CHAPTER 122
5 (PUBLIC PROPERTY), *ORDINANCE CODE*, TO ALLOW FOR
6 DONATION OF THE PROPERTY TO THE COLLABORATIVE
7 WITHOUT REQUIRING SATISFACTION OF DELINQUENT
8 LIENS; WAIVING SECTION 122.423 (DISPOSITION FOR
9 AFFORDABLE HOUSING), SUBPART B (REAL PROPERTY
10 DISPOSITIONS AND EXCHANGES), PART 4 (REAL
11 PROPERTY), CHAPTER 122 (PUBLIC PROPERTY),
12 *ORDINANCE CODE*, TO ALLOW FOR DIRECT DONATION OF
13 THE PROPERTY TO THE COLLABORATIVE INSTEAD OF
14 THROUGH THE AFFORDABLE HOUSING DISPOSITION
15 PROCESS; PROVIDING FOR INCLUSION OF A COVENANT
16 IN THE QUITCLAIM DEED CONVEYING THE PROPERTY
17 REQUIRING THE PROPERTY TO BE DEVELOPED AND/OR
18 USED FOR AFFORDABLE HOUSING WITHIN THREE YEARS
19 OF THE CONVEYANCE AS EVIDENCED BY CERTIFICATES
20 OF OCCUPANCY, AND GRANTING REVERSIONARY RIGHTS
21 IN THE PROPERTY TO THE CITY IF NOT SO USED;
22 PROVIDING FOR CITY OVERSIGHT OF THE TRANSFER OF
23 THE PROPERTY BY THE DEPARTMENT OF PUBLIC WORKS,
24 REAL ESTATE DIVISION, AND AND BY THE DEPARTMENT
25 OF NEIGHBORHOODS, HOUSING AND COMMUNITY
26 DEVELOPMENT DIVISION, OVER THE PROPERTY
27 THEREAFTER; PROVIDING AN EFFECTIVE DATE.

28
29 **WHEREAS,** the City of Jacksonville owns five (5) vacant and
30 three (3) improved parcels, with a combined total 2025 (In Progress)
31 Assessed Value of \$151,933, located at: 1247 Dyal Street (R.E. No.

1 114081-0000), 1322 Harrison Street (R.E. No. 114444-0000), 1305
2 Bridier Street (R.E. No. 115302-0000), 0 13th Street East (R.E. No.
3 113702-0000), 719 5th Street East (R.E. No. 114832-0020), 1130 12th
4 Street East (R.E. No. 114906-0000), 1442 Florida Avenue (R.E. No.
5 114614-0000), and 1152 3rd Street East (R.E. No. 114330-0000), all in
6 Jacksonville, Florida 32206 (collectively, the "Property"); and

7 **WHEREAS**, Eastside Housing Collaborative, LLC, a Florida
8 limited liability corporation (the "Collaborative"), is a newly
9 formed joint venture between Historic Eastside Community Development
10 Corporation and Lift Jax, Inc. that provides affordable housing to
11 residents of the City's historic Eastside neighborhood and intends
12 to operate as a not-for-profit corporation; and

13 **WHEREAS**, the Collaborative has expressed interest in receiving
14 the Property at no cost for the purpose of providing affordable
15 housing thereon; and

16 **WHEREAS**, the City has determined that there is no public need
17 for retaining the Property and has deemed it surplus to the needs of
18 the City; and

19 **WHEREAS**, the conveyance of the Property to the Collaborative
20 would enable it to utilize the Property to meet community housing
21 needs; and

22 **WHEREAS**, the Council finds it to be in the best interest of
23 the public to convey the Property to the Collaborative; now therefore

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

25 **Section 1. Declaration of Surplus.** The City hereby
26 declares the Property, comprised of eight (8) parcels located in
27 Council District 7, as more particularly described in **Exhibit 1**,
28 attached hereto and incorporated herein by this reference, to be
29 surplus to the needs of the City. A copy of the Real Estate Certificate
30 executed by the Chief of Real Estate declaring the Property to be
31 surplus to the needs of the City as required by Council Rule

3.102(g) (1) (Preparation of Bills), *Council Rules*, is attached hereto as **Exhibit 2** and incorporated herein by this reference.

Section 2. Execution and Conveyance Authorized. The Mayor, or her designee, and the Corporation Secretary are hereby authorized to execute and deliver all documents, including a Land Donation Agreement in substantially the same form shown in **Revised Exhibit 3**, labeled as "Revised Exhibit 3, Rev Agmt, September 2, 2025 - NCSPHS" and a Quitclaim Deed in substantially the form shown in **Revised Exhibit 4**, labeled as "Revised Exhibit 4, Rev Deed, September 2, 2025 - NCSPHS" both attached hereto and incorporated herein by this reference, necessary to convey the Property, at no cost, to Eastside Housing Collaborative, LLC. The Land Donation Agreement and related documents 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 Land Donation Agreement by the Mayor, or her designee; provided however, no modification of the Land Donation Agreement or related documents may increase the financial obligations or liability of the City to an amount in excess of the amount stated in the Land Donation Agreement or decrease the financial obligations or liability of the Collaborative, and any such modification shall be technical only and shall be subject to appropriate legal review and approval by the Office of General Counsel. For purposes of this Ordinance, the term "technical changes" is defined as those changes having no financial impact to the City, including, but not limited to, changes in legal descriptions or surveys, ingress and egress, easements and rights of way, design standards, access and site plan, resolution of title defects, if any, and other non-substantive changes that do not substantively increase the duties and responsibilities of the City under the provisions of the Land Donation Agreement.

1 **Section 3. Waiver of Section 122.421 (General provisions;**
2 **delegations of authority), Ordinance Code.** The conflicting provisions
3 of Section 122.421 (General provisions; delegations of authority),
4 Subpart B (Real Property Dispositions and Exchanges), Part 4 (Real
5 Property), Chapter 122 (Public Property), *Ordinance Code*, are hereby
6 waived to allow the Property to be conveyed to the Collaborative
7 without requiring that they first satisfy any delinquent liens or
8 outstanding real estate taxes unrelated to the Property.

9 **Section 4. Waiver of Section 122.423 (Disposition for**
10 **affordable housing), Ordinance Code.** The conflicting provisions of
11 Section 122.423 (Disposition for affordable housing), Subpart B (Real
12 Property Dispositions and Exchanges), Part 4 (Real Property), Chapter
13 122 (Public Property), *Ordinance Code*, outlining the process for
14 disposition of surplus property for affordable housing are hereby
15 waived to allow the Property to be directly conveyed to the
16 Collaborative at no cost instead of being disposed of through the
17 affordable housing disposition process.

18 **Section 5. Use and Reverter.** The Property shall be used to
19 provide affordable housing. The Quitclaim Deed shall include a
20 covenant, running with title to the Property, requiring the Property
21 to be developed and used for affordable housing as evidenced by
22 certificates of occupancy to be obtained within three (3) years of
23 the conveyance with opportunity for an extension of up to two (2)
24 additional years for good cause as determined by the Chief of the
25 Housing and Community Development Division. Failure to comply with
26 this covenant shall cause the Property to revert to the City of
27 Jacksonville by Special Warranty Deed at no cost to the City.

28 **Section 6. Oversight Department.** The Department of Public
29 Works, Real Estate Division, shall oversee the transfer of the
30 Property to the Collaborative, and the Neighborhoods Department,
31 Housing and Community Development Division, shall have oversight of

the Property thereafter. If the use provisions in Section 5 of this Ordinance are not maintained, the Neighborhoods Department, through the Office of General Counsel, may initiate an action for reverter.

Section 7. Effective Date. This Ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

/s/Mary E. Staffopoulos

Office of General Counsel

Legislation Prepared By: Carla A. Lopera

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