

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 2024-293-E**

7 AN ORDINANCE MAKING CERTAIN FINDINGS; APPROVING  
8 AND AUTHORIZING THE EXECUTION AND DELIVERY OF:  
9 AN AGREEMENT TO SETTLE DEMOLITION AND NUISANCE  
10 LIENS BETWEEN THE CITY OF JACKSONVILLE ("CITY"),  
11 AND TERRAWISE HOMES, INC. ("OWNER") IN CONNECTION  
12 WITH THE REDEVELOPMENT, REHABILITATION AND  
13 IMPROVEMENT OF THE VACANT PROPERTY LOCATED AT 439  
14 EAST 1ST STREET, REAL ESTATE NUMBER 072715-0000,  
15 ("PROPERTY"), WHICH LIEN AGREEMENT AUTHORIZES A  
16 REDUCTION OF THE DEMOLITION LIEN TO ALLOW THE  
17 OWNER TO CONSTRUCT A NEW SINGLE FAMILY HOME AT  
18 AN ESTIMATED COST OF \$281,696.85, AS DESCRIBED  
19 IN THE ESTIMATED JOB COST DATED MARCH 18, 2024;  
20 DIRECTING THE FINANCE AND ADMINISTRATION  
21 DEPARTMENT, THE PLANNING AND DEVELOPMENT  
22 DEPARTMENT, AND THE NEIGHBORHOODS DEPARTMENT TO  
23 MONITOR COMPLIANCE WITH THE LIEN AGREEMENT;  
24 AUTHORIZING TERMINATION OF THE LIEN AGREEMENT IF  
25 THE OWNER FAILS TO MEET A DEADLINE TO APPLY FOR  
26 AND SUCCESSFULLY OBTAIN THE REQUIRED BUILDING  
27 PERMIT ON OR BEFORE JUNE 1, 2024; PROVIDING AN  
28 EFFECTIVE DATE.  
29

30 **WHEREAS**, Terrawise Homes, Inc. ("Owner") is the current  
31 property owner of the vacant property located at 439 East 1<sup>st</sup> Street,

1 Real Estate Number 072715-0000, ("Property") having purchased the  
2 property for \$30,000.00, as reflected in the Special Warranty Deed  
3 executed on March 23, 2022, and recorded in the Official Duval County  
4 Public Records on April 6, 2022, at Book No. 20211, Page No. 932, a  
5 copy of which is attached hereto as **Exhibit 1**; and

6 **WHEREAS**, pursuant to Chapter 518, *Ordinance Code*, the City of  
7 Jacksonville Municipal Code Compliance Officer issued Notices to the  
8 previous owner(s) regarding various property safety conditions deemed  
9 as violations of the Jacksonville Ordinance Code; and

10 **WHEREAS**, due to the previous owner(s)' failure to comply with  
11 said Notices, the City of Jacksonville hired local contractors to  
12 abate the conditions on the Property, and subsequently imposed a  
13 demolition lien on the Property pursuant to Section 518.212, Ordinance  
14 Code; and

15 **WHEREAS**, there exists a demolition lien attached to the  
16 Property in the total amount of \$105,881.62, plus accrued interest.  
17 A printout of the demolition lien is attached as **Exhibit 2**; and

18 **WHEREAS**, the Owner, Terrawise Homes, Inc. is seeking a  
19 settlement with the City to reduce the aforementioned lien in order  
20 to construct a new single family home at an estimated construction  
21 cost of \$281,696.85 which excludes the property acquisition cost, as  
22 reflected in the attached Estimated Job Cost dated March 18, 2024,  
23 and attached as **Exhibit 3**. A Site Plan dated December 4, 2023, is  
24 attached hereto as **Exhibit 4**, a Building Permit is attached as **Exhibit**  
25 **5**, and architectural drawings/elevations are attached as **Exhibit 6**;  
26 and

27 **WHEREAS**, Section 112.110(e), *Ordinance Code*, requires that the  
28 Jacksonville City Council approve, by Ordinance, all settlements of  
29 delinquent liens when the principal amount of the lien is \$100,000  
30 or more; and

31 **WHEREAS**, the total of the aforementioned demolition lien is

1 greater than \$100,000; and

2       **WHEREAS**, as a part of the Settlement of the aforementioned lien,  
3 the City will only reduce the lien after the Neighborhoods Department,  
4 and the Planning and Development Department have sent written  
5 notification to the Finance and Administration Department that the  
6 work has been performed in satisfaction with standards set forth in  
7 Chapter 518 and Chapter 320, *Ordinance Code*; and

8       **WHEREAS**, it is in the interest of the City to enter into the  
9 Lien Agreement and approve of and adopt the matters set forth in this  
10 Ordinance; 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 construction of a new single-family home at the  
16 Property is consistent with the goals of the City in that the project  
17 will, among other things, help meet the overall community goal of  
18 blight elimination and growth in Jacksonville.

19       (c) The authorizations provided by this ordinance are for  
20 public uses and purposes for which the City may use its powers as a  
21 county/municipality and as a political subdivision of the State of  
22 Florida and may expend public funds, and the necessity in the public  
23 interest for the provisions herein enacted is hereby declared as a  
24 matter of legislative determination.

25       (d) This Ordinance is adopted pursuant to the provisions of  
26 Chapters 125, 163 and 166, Florida Statutes, as amended, the City's  
27 Charter, and other applicable provisions of law.

28       **Section 2. Settlement of Demolition and Nuisance Lien**  
29 **Agreement Approved.** The Council hereby approves the Settlement of  
30 the Demolition and Nuisance Lien Agreement (the "Lien Agreement")  
31 between the City, and the Owner in substantially the form as has been

1 placed **On File** with the Legislative Services Division. The Mayor, or  
2 her designee, and the Corporation Secretary, on behalf of the City,  
3 are hereby authorized to (1) execute and deliver, for and on behalf  
4 of the City, the Lien Agreement (with such "technical changes" as  
5 herein authorized) and all such other documents, necessary or  
6 appropriate to effectuate the purpose of this ordinance and (2) take,  
7 or cause to be taken, for and on behalf of the City, such further  
8 action to effectuate the purpose of this Ordinance. The Lien Agreement  
9 may include such additions, deletions and changes as may be  
10 reasonable, necessary and incidental for carrying out the purposes  
11 thereof, as may be acceptable to the Mayor, or her designee, with  
12 such inclusion and acceptance being evidenced by execution of the  
13 Settlement of Liens Agreement by the Mayor, or her designee. No  
14 modification to the Lien Agreement may increase the financial  
15 obligations or liability of the City to an amount in excess of the  
16 amount authorized by this ordinance, and any such modification shall  
17 be technical only and shall be subject to appropriate legal review  
18 and approval by the Office of General Counsel. For purposes of this  
19 Ordinance, the term "technical changes" is defined as those changes  
20 having no financial impact including, but not limited to, changes in  
21 legal descriptions or surveys, ingress and egress, easements and  
22 rights of way, schedule of performance and development, design  
23 standards, access, and site plan.

24 **Section 3. Direction to Authorized Official/Finance and**  
25 **Administration Department, Planning and Development Department and**  
26 **Neighborhoods Department as Contract Monitors.** The Mayor is  
27 designated as the authorized official of the City for the purpose of  
28 executing and delivering any contracts and documents and furnishing  
29 such information, data and documents for the Lien Agreement as may  
30 be required and otherwise to act as the authorized official of the  
31 City in connection with the Lien Agreement, and is further authorized

1 to designate one or more other officials of the City to exercise any  
2 of the foregoing authorizations and to furnish or cause to be  
3 furnished such information and take or cause to be taken such action  
4 as may be necessary to enable the City to implement the Lien Agreement  
5 according to its terms. The Finance and Administration Department,  
6 the Planning and Development Department and the Neighborhoods  
7 Department are hereby, collectively, required to coordinate together,  
8 administer and monitor the Lien Agreement, and to handle the City's  
9 responsibilities thereunder, including the City's responsibilities  
10 under the Lien Agreement working with and supported by all relevant  
11 City departments and state agencies.

12 **Section 4. Authorizing termination of Lien Agreement if**  
13 **Developers fail to meet deadline.** If the provisions of the Lien  
14 Agreement approved by this Ordinance, which require that the Owner  
15 apply for and successfully obtain a Building Permit on or before June  
16 1, 2024, have not been fulfilled by the Owner, then the City Council  
17 approves, in this Ordinance, authorization for the Mayor to terminate  
18 the Lien Agreement provided however, the Mayor (or other individual  
19 designated by the Mayor) shall have the authority to extend the June  
20 1, 2024, deadline, in writing, at her discretion, for up to an  
21 additional one hundred eighty (180) days.

22 **Section 5. Effective Date.** This Ordinance shall become  
23 effective upon signature by the Mayor or upon becoming effective  
24 without the Mayor's signature.

25  
26 Form Approved:

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28           /s/ Mary E. Staffopoulos          

29 Office of General Counsel

30 Legislation Prepared By: Cherry S. Pollock