

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2023-87**

5 AN ORDINANCE MAKING CERTAIN FINDINGS AND
6 APPROVING AND AUTHORIZING THE MAYOR OR HIS
7 DESIGNEE AND CORPORATION SECRETARY TO EXECUTE
8 AND DELIVER A PURCHASE AND SALE AGREEMENT
9 ("AGREEMENT") BETWEEN THE CITY OF JACKSONVILLE
10 AND RP SPORTS INVESTMENTS, INC. ("DEVELOPER")
11 AND ALL CLOSING DOCUMENTS RELATING THERETO, AND
12 OTHERWISE TAKE ALL NECESSARY ACTION TO
13 EFFECTUATE THE PURPOSES OF THE AGREEMENT, FOR
14 THE PURCHASE BY DEVELOPER OF CERTAIN REAL
15 PROPERTY LOCATED IN COUNCIL DISTRICT 7 BOUNDED
16 BY A. PHILIP RANDOLPH BOULEVARD AND GEORGIA
17 STREET AND BETWEEN ALBERT STREET AND GRANT
18 STREET IN JACKSONVILLE, FLORIDA, COMPRISING AN
19 APPROXIMATELY 5.83 ACRE PARCEL OF UNIMPROVED
20 REAL PROPERTY (THE "PROPERTY"), TO DEVELOP INTO
21 AN OFFICE BUILDING WITH A MINIMUM OF 25,000
22 SQUARE FEET, A SOCCER STADIUM WITH A MINIMUM
23 SEATING CAPACITY OF 2,500 SEATS, AND A SURFACE
24 PARKING LOT WITH A MINIMUM OF 100 PARKING
25 SPACES; PROVIDING FOR OVERSIGHT BY THE REAL
26 ESTATE DIVISION OF THE PUBLIC WORKS DEPARTMENT
27 IN COORDINATION WITH THE OFFICE OF ECONOMIC
28 DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

29
30 **WHEREAS**, the City of Jacksonville ("City") and RP Sports
31 Investments, Inc. ("Developer") have previously entered into that

1 certain Option Agreement dated February 25, 2020 (the "Option
2 Agreement"), granting an option to Developer to purchase from the
3 City approximately 5.83 acres of unimproved real property bounded to
4 the west and east by A. Philip Randolph Boulevard and Georgia Street
5 and to the north and south by Albert Street and Grant Street, and
6 also multiple, adjacent parcels located generally at the southeast
7 intersection of A. Philip Randolph Boulevard and Albert Street, just
8 north of Arlington Expressway, as further detailed in the Option
9 Agreement (the "Property"); and

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

15 **WHEREAS**, the Developer has requested a longer inspection period
16 than is authorized in the Option Agreement, through January 31, 2024,
17 and thus Council approval is required to authorize the purchase and
18 sale agreement placed **On File** with the Legislative Services Division
19 (the "Purchase and Sale Agreement"); and

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

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

29 **WHEREAS**, the Property is not eligible to be placed on the
30 affordable housing inventory list in that it does not have a current
31 or planned zoning of AGR (Agricultural), CRO (Commercial Residential

1 Office), RHD (Residential High Density) RLD (Residential Low
2 Density), RMD (Residential Medium Density), RR (Rural Residential),
3 RO (Residential/Office), nor is it located within a Planned Unit
4 Development with residential entitlements; and

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

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

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

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

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

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

27 (d) The provision of the City's assistance as identified in the
28 Purchase and Sale Agreement is necessary and appropriate to make the
29 Project feasible; and the City's assistance is reasonable and not
30 excessive, taking into account the needs of the Developer to make the
31 Project economically and financially feasible, and the extent of the

1 public benefits expected to be derived from the Project, and taking
2 into account all other forms of assistance available.

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

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

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

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

1 complete by July 31, 2025.

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

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

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

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31 Form Approved:

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2 /s/ John Sawyer

3 Office of General Counsel

4 Legislation Prepared By: John Sawyer

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