

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2024-293**

5 AN ORDINANCE MAKING CERTAIN FINDINGS; APPROVING
6 AND AUTHORIZING THE EXECUTION AND DELIVERY OF:
7 AN AGREEMENT TO SETTLE DEMOLITION AND NUISANCE
8 LIENS BETWEEN THE CITY OF JACKSONVILLE ("CITY"),
9 AND TERRAWISE HOMES, INC. ("OWNER") IN CONNECTION
10 WITH THE REDEVELOPMENT, REHABILITATION AND
11 IMPROVEMENT OF THE VACANT PROPERTY LOCATED AT 439
12 EAST 1ST Street, REAL ESTATE NUMBER 072715-0000,
13 ("PROPERTY"), WHICH LIEN AGREEMENT AUTHORIZES A
14 REDUCTION OF THE DEMOLITION LIEN TO ALLOW THE
15 OWNER TO CONSTRUCT A NEW SINGLE FAMILY HOME AT
16 AN ESTIMATED COST OF \$316,696.85, AS DESCRIBED
17 IN THE ESTIMATED JOB COST DATED MARCH 18, 2024;
18 DIRECTING THE FINANCE AND ADMINISTRATION
19 DEPARTMENT, THE PLANNING AND DEVELOPMENT
20 DEPARTMENT, AND THE NEIGHBORHOODS DEPARTMENT TO
21 MONITOR COMPLIANCE WITH THE LIEN AGREEMENT;
22 AUTHORIZING TERMINATION OF THE LIEN AGREEMENT IF
23 THE OWNER FAILS TO MEET A DEADLINE TO APPLY FOR
24 AND SUCCESSFULLY OBTAIN THE REQUIRED BUILDING
25 PERMIT ON OR BEFORE JUNE 1, 2024; PROVIDING AN
26 EFFECTIVE DATE.

27
28 **WHEREAS**, Terrawise Homes, Inc. ("Owner") is the current property
29 owner of the vacant property located at 439 East 1st Street, Real
30 Estate Number 072715-0000, ("Property") having purchased the property
31 for \$30,000.00, as reflected in the Special Warranty Deed executed

1 on March 23, 2022, and recorded in the Official Duval County Public
2 Records on April 6, 2022, at Book No. 20211, Page No. 932, a copy of
3 which is attached hereto as **Exhibit 1**; and

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

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

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

16 **WHEREAS**, the Owner, Terrawise Homes, Inc. is seeking a
17 settlement with the City to reduce the aforementioned lien in order
18 to construct a new single family home at an estimated cost of
19 \$316,696.85, as reflected in the attached Estimated Job Cost dated
20 March 18, 2024, and attached as **Exhibit 3**. A Site Plan dated December
21 4, 2023, is attached hereto as **Exhibit 4**, a Building Permit is
22 attached as **Exhibit 5**, and architectural drawings/elevations are
23 attached as **Exhibit 6**; and

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

28 **WHEREAS**, the total of the aforementioned demolition lien is
29 greater than \$100,000; and

30 **WHEREAS**, as a part of the Settlement of the aforementioned lien,
31 the City will only reduce the lien after the Neighborhoods Department,

1 and the Planning and Development Department have sent written
2 notification to the Finance and Administration Department that the
3 work has been performed in satisfaction with standards set forth in
4 Chapter 518 and Chapter 320, Ordinance Code; and

5 **WHEREAS**, it is in the interest of the City to enter into the
6 Lien Agreement and approve of and adopt the matters set forth in this
7 Ordinance; now, therefore,

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

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

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

12 (b) The construction of a new single-family home at the
13 Property is consistent with the goals of the City in that the project
14 will, among other things, help meet the overall community goal of
15 blight elimination and growth in Jacksonville.

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

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

25 **Section 2. Settlement of Demolition and Nuisance Lien**
26 **Agreement Approved.** The Council hereby approves the Settlement of
27 the Demolition and Nuisance Lien Agreement (the "Lien Agreement")
28 between the City, and the Owner in substantially the form as has been
29 placed **On File** with the Legislative Services Division. The Mayor, or
30 her designee, and the Corporation Secretary, on behalf of the City,
31 are hereby authorized to (1) execute and deliver, for and on behalf

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

21 **Section 3. Direction to Authorized Official/Finance and**
22 **Administration Department, Planning and Development Department and**
23 **Neighborhoods Department as Contract Monitors.** The Mayor is
24 designated as the authorized official of the City for the purpose of
25 executing and delivering any contracts and documents and furnishing
26 such information, data and documents for the Lien Agreement as may
27 be required and otherwise to act as the authorized official of the
28 City in connection with the Lien Agreement, and is further authorized
29 to designate one or more other officials of the City to exercise any
30 of the foregoing authorizations and to furnish or cause to be
31 furnished such information and take or cause to be taken such action

1 as may be necessary to enable the City to implement the Lien Agreement
2 according to its terms. The Finance and Administration Department,
3 the Planning and Development Department and the Neighborhoods
4 Department are hereby, collectively, required to coordinate together,
5 administer and monitor the Lien Agreement, and to handle the City's
6 responsibilities thereunder, including the City's responsibilities
7 under the Lien Agreement working with and supported by all relevant
8 City departments and state agencies.

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

19 **Section 5. Effective Date.** This Ordinance shall become
20 effective upon signature by the Mayor or upon becoming effective
21 without the Mayor's signature.

22 Form Approved:

23
24 /s/Cherry Shaw Pollock

25 Office of General Counsel

26 Legislation Prepared By: Cherry S. Pollock

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