Introduced by the Council President at the request of the DIA:

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ORDINANCE 2022-163

AN ORDINANCE MAKING CERTAIN FINDINGS; AUTHORIZING THE CHIEF EXECUTIVE OFFICER OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA"), OR HIS OR HER DESIGNEE, TO EXECUTE AND DELIVER A LEASE AGREEMENT ("LEASE") BETWEEN THEDIA CHURCHWELL LOFTS AT EAST BAY CONDOMINIUM ASSOCIATION, INC. ("TENANT"), FOR THE LEASE OF A 0.38 ACRE PARKING LOT PARCEL (THE "PREMISES") KNOWN AS THE 300 EAST FORSYTH LOT AND LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MARKET AND EAST FORSYTH STREETS, JACKSONVILLE, FLORIDA IN COUNCIL DISTRICT 7, WITH AN INITIAL LEASE TERM OF FIVE YEARS WITH ONE, FIVE YEAR RENEWAL TERM, AT A LEASE RATE OF \$2,176.74 PER MONTH SUBJECT TO A MONTHLY RENT CREDIT IN THE AMOUNT OF \$610.00 PER MONTH; DESIGNATING THE DIA AS AUTHORIZED OFFICIAL FOR THE LEASE; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATING TO THE LEASE TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES TO THE DOCUMENTS; AMENDING SECTION 122.201 (DEFINITIONS), ORDINANCE CODE, TO REMOVE CERTAIN PARKING FACILITIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns a 0.38 acre parking lot parcel at the northeast corner of the intersection of North Market and East Forsyth Streets (the "Premises"), and more commonly known as 300 East Forsyth Lot, which is located within the Combined Northbank Community

Redevelopment Area ("Northbank CRA");

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WHEREAS, pursuant to Ordinance 2012-0364-E, the Downtown Investment Authority ("DIA") is the City's Community Redevelopment Agency for the Northbank CRA and the DIA is authorized to lease City assets located in the Northbank CRA;

WHEREAS, Churchwell Lofts at East Bay Condominium Association, Inc. ("Tenant") is currently occupying the Premises as a holdover tenant pursuant to an expired lease and submitted a proposal to the DIA for a new lease of the Premises;

WHEREAS, the DIA has considered the Tenant's proposal and has determined that Tenant's continued occupancy of the Premises in connection with the Tenant's residential units pursuant to the Lease is in the best interest of the City;

WHEREAS, the Lease is consistent with the DIA BID/CRA Plan, and furthers Redevelopment Goal 2, Increase rental and owner-occupied housing downtown, targeting key demographic groups seeking a more urban lifestyle;

WHEREAS, on October 20, 2021, the DIA Board approved a resolution (the "Resolution") to issue a Notice of Disposition, and thereafter to enter into the Lease, said Resolution being attached hereto as Exhibit 1; and

WHEREAS, it has been determined to be in the interest of the City to enter into the Lease and approve of and adopt the matters set forth in this Ordinance; now, therefore,

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

Findings. It is hereby ascertained, determined, found and declared as follows:

- (a) The recitals set forth herein are true and correct.
- (b) The authorizations provided by this Ordinance are for public uses and purposes for which the City may use its powers as a municipality and as a political subdivision of the State of Florida

and may expend public funds, and the necessity in the public interest for the provisions herein enacted is hereby declared as a matter of legislative determination.

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

Section 2. Execution of Agreements. The Chief Executive Officer of the DIA, or his or her designee, is authorized to enter into the Lease on behalf of the City substantially in the form placed On File with the Legislative Services Division (with such "technical" changes as herein authorized). The Lease is for an initial term of five (5) years, with one five (5) year renewal option, for an approximately 0.38 acre parcel of City owned property known as the 300 East Forsyth Lot and located at the northeast corner of the intersection of North Market and East Forsyth Streets (the "Premises"), at a lease rate of \$2,176.74 per month subject to a monthly rent credit in the amount of \$610.00 per month.

The Lease 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 CEO of the DIA with such inclusion and acceptance being evidenced by execution of the Lease by the CEO of the DIA. No modification to the Lease may increase the financial obligations or the liability of the City or DIA and any such modification shall be technical only and shall be subject to appropriate legal review and approval of the General Counsel, or his or her designee, and all other appropriate action required by law. "Technical" is herein defined as including, but not limited to, changes in legal descriptions and surveys, descriptions infrastructure improvements and/or any road project, ingress and egress, easements and rights of way, performance schedules (provided that no performance schedule may be extended for more than one year

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without Council approval), design standards, access and site plan, which have no financial impact.

Designation of Authorized Official. The Chief Section 3. Executive Officer of the DIA is authorized is designated as the authorized official of the City for the purpose of executing and delivering any contracts and documents and furnishing such information, data and documents for the Lease and related documents as may be required and otherwise to act as the authorized official of the City in connection with the Lease, and to furnish or cause to be furnished such information and take or cause to be taken such action as may be necessary to enable the Lease to be implemented according to its terms.

The Chief Executive Section 4. Further Authorizations. Officer of the DIA is hereby authorized to execute the Lease and all other contracts and documents and otherwise take all necessary action in connection therewith and herewith. The Chief Executive Officer of the DIA is authorized to negotiate and execute all necessary changes and amendments to the Lease and other contracts and documents, to effectuate the purposes of this Ordinance, without further Council action, provided such changes and amendments are limited to amendments that are technical in nature (as described in Section 2 hereof), and further provided that all such amendments shall be subject to appropriate legal review and approval by the General Counsel, or his or her designee, and all other appropriate official action required by law.

122.201 Section 5. Amending Section (Definitions), Chapter 122 (Public Property), Part 2 (Municipal Ordinance Code. Parking Lots), Section 122.201 (Definitions), is hereby amended to read as follows:

CHAPTER 122 PUBLIC PROPERTY

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PART 2. MUNICIPAL PARKING LOTS

* * *

Sec. 122.201 (Definitions).

As used in this Part 2:

(a) Park Place Parking Facility is bounded on the East by Main Street which continues in a southerly direction for a distance of 107 feet. The South boundary adjacent to the rear of the Parkway Parking Garage runs in a westerly direction for a distance of 318 feet. The West boundary adjacent to the Dean Witter Building runs in a northerly direction for a distance of 107 feet. The North boundary is Forsyth Street and continues in an easterly direction for a distance of 318 feet. The entrance to this facility is 24 West Forsyth Street.

- (a) (b) Courthouse West Parking Lot means the off-street parking facility bounded on the South by Coastline Drive, on the West by Market Street, on the North by Courthouse Drive and on the East by Liberty Street. The entrance to this facility is 300 Courthouse Drive.
- (b) (c) Water Street Parking Garage is the City-owned parking garage bounded on the South by West Water Street, on the West by Broad Street. On the North by Bay Street, the easterly boundary is adjacent to and runs parallel to the most westerly boundary of the Federal Building. This parking garage has two entrances; one at 541 West Water Street, the other at the most southerly end of Clay Street.
- (c) (d) Yates Building Parking Garage means the City-owned parking facility located at all of Block 3, Hart's Map of Jacksonville, bounded on the South by Forsyth Street, on the North by Adams Street, on the West by Newnan Street and on the East by Market Street. The entrance to this parking garage is 200 East Adams Street.
- (e) 300 East Forsyth Street Lot means the parking lot located at Market and Forsyth Streets.

(d) (f) Duval Street (Library) Garage is the City-owned parking garage facility bounded on the South by Duval Street, on the West by Laura Street, on the North by Church Street, and on the East by Main Street.

- (e) $\frac{\text{(g)}}{\text{(g)}}$ Ed Ball Garage is the City-owned parking garage facility bounded on the South by Adams Street, on the West by Julia Street, on the North by Monroe Street, and on the East by Hogan Street.
- (f) (h) Bay and Ocean is the off-street parking facility bounded on the South by Independent Drive, on the West by Ocean Street, on the North by Bay Street and on the East by Newman Street.
- (g) (i) St. James Building is the garage beneath the St. James Building, bounded on the South by Duval Street, the West by Hogan Street, the North by Church Street and the East by Laura Street.
- Section 6. Effective Date. This Ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

/s/ Joelle J. Dillard

- Office of General Counsel
- Legislation Prepared By: Joelle J. Dillard
- 24 GC-#1485045-v2-Churchwell Lofts Legislation.DOCX