

1 Introduced by the Council President at the request of the DIA:
2

3 **ORDINANCE 2022-163**

4 AN ORDINANCE MAKING CERTAIN FINDINGS;
5 AUTHORIZING THE CHIEF EXECUTIVE OFFICER OF THE
6 DOWNTOWN INVESTMENT AUTHORITY ("DIA"), OR HIS OR
7 HER DESIGNEE, TO EXECUTE AND DELIVER A LEASE
8 AGREEMENT ("LEASE") BETWEEN THE DIA AND
9 CHURCHWELL LOFTS AT EAST BAY CONDOMINIUM
10 ASSOCIATION, INC. ("TENANT"), FOR THE LEASE OF
11 A 0.38 ACRE PARKING LOT PARCEL (THE "PREMISES")
12 KNOWN AS THE 300 EAST FORSYTH LOT AND LOCATED AT
13 THE NORTHEAST CORNER OF THE INTERSECTION OF
14 NORTH MARKET AND EAST FORSYTH STREETS,
15 JACKSONVILLE, FLORIDA IN COUNCIL DISTRICT 7,
16 WITH AN INITIAL LEASE TERM OF FIVE YEARS WITH
17 ONE, FIVE YEAR RENEWAL TERM, AT A LEASE RATE OF
18 \$2,176.74 PER MONTH SUBJECT TO A MONTHLY RENT
19 CREDIT IN THE AMOUNT OF \$610.00 PER MONTH;
20 DESIGNATING THE DIA AS AUTHORIZED OFFICIAL FOR
21 THE LEASE; AUTHORIZING THE EXECUTION OF ALL
22 DOCUMENTS RELATING TO THE LEASE AND
23 TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES
24 TO THE DOCUMENTS; AMENDING SECTION 122.201
25 (DEFINITIONS), *ORDINANCE CODE*, TO REMOVE CERTAIN
26 PARKING FACILITIES; PROVIDING AN EFFECTIVE DATE.

27
28 **WHEREAS**, the City owns a 0.38 acre parking lot parcel at the
29 northeast corner of the intersection of North Market and East Forsyth
30 Streets (the "Premises"), and more commonly known as 300 East Forsyth
31 Lot, which is located within the Combined Northbank Community

1 Redevelopment Area ("Northbank CRA");

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

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

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

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

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

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

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

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

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

29 (b) The authorizations provided by this Ordinance are for public
30 uses and purposes for which the City may use its powers as a
31 municipality and as a political subdivision of the State of Florida

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

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

7 **Section 2. Execution of Agreements.** The Chief Executive Officer
8 of the DIA, or his or her designee, is authorized to enter into the
9 Lease on behalf of the City substantially in the form placed **On File**
10 with the Legislative Services Division (with such "technical" changes
11 as herein authorized). The Lease is for an initial term of five (5)
12 years, with one five (5) year renewal option, for an approximately
13 0.38 acre parcel of City owned property known as the 300 East Forsyth
14 Lot and located at the northeast corner of the intersection of North
15 Market and East Forsyth Streets (the "Premises"), at a lease rate of
16 \$2,176.74 per month subject to a monthly rent credit in the amount
17 of \$610.00 per month.

18 The Lease may include such additions, deletions and changes as
19 may be reasonable, necessary and incidental for carrying out the
20 purposes thereof, as may be acceptable to the CEO of the DIA with such
21 inclusion and acceptance being evidenced by execution of the Lease by
22 the CEO of the DIA. No modification to the Lease may increase the
23 financial obligations or the liability of the City or DIA and any such
24 modification shall be technical only and shall be subject to
25 appropriate legal review and approval of the General Counsel, or his
26 or her designee, and all other appropriate action required by law.
27 "Technical" is herein defined as including, but not limited to,
28 changes in legal descriptions and surveys, descriptions of
29 infrastructure improvements and/or any road project, ingress and
30 egress, easements and rights of way, performance schedules (provided
31 that no performance schedule may be extended for more than one year

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

5 (e)~~(g)~~ *Ed Ball Garage* is the City-owned parking garage
6 facility bounded on the South by Adams Street, on the West by Julia
7 Street, on the North by Monroe Street, and on the East by Hogan
8 Street.

9 (f)~~(h)~~ *Bay and Ocean* is the off-street parking facility
10 bounded on the South by Independent Drive, on the West by Ocean
11 Street, on the North by Bay Street and on the East by Newnan Street.

12 (g)~~(i)~~ *St. James Building* is the garage beneath the St. James
13 Building, bounded on the South by Duval Street, the West by Hogan
14 Street, the North by Church Street and the East by Laura Street.

15 **Section 6. Effective Date.** This Ordinance shall become
16 effective upon signature by the Mayor or upon becoming effective
17 without the Mayor's signature.

18
19 Form Approved:

20
21 /s/ Joelle J. Dillard

22 Office of General Counsel

23 Legislation Prepared By: Joelle J. Dillard

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