

1 Introduced by Council Member Carrico:  
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4 **ORDINANCE 2024-966**

5 AN ORDINANCE APPROVING AN AGREEMENT FOR  
6 SETTLEMENT OF FINES IMPOSED BY THE MUNICIPAL  
7 CODE ENFORCEMENT BOARD/SPECIAL MAGISTRATE  
8 BETWEEN THE CITY OF JACKSONVILLE AND LIVE OAK  
9 ANCIENT CITY LIVING, LLC, A DELAWARE LIMITED  
10 LIABILITY COMPANY (THE "AGREEMENT"), AND  
11 DIRECTING THE MAYOR, OR HER DESIGNEE, AND THE  
12 CORPORATION SECRETARY TO EXECUTE AND DELIVER THE  
13 AGREEMENT ON BEHALF OF THE CITY OR AUTHORIZING  
14 THE AGREEMENT TO BECOME EFFECTIVE WITHOUT THE  
15 MAYOR'S SIGNATURE; AUTHORIZING THE EXECUTION OF  
16 ALL DOCUMENTS RELATING TO THE AGREEMENT AND  
17 AUTHORIZING TECHNICAL CHANGES AS HEREIN DEFINED;  
18 PROVIDING FOR OVERSIGHT OF THE AGREEMENT BY THE  
19 MUNICIPAL CODE COMPLIANCE DIVISION OF THE  
20 NEIGHBORHOODS DEPARTMENT; REQUESTING EMERGENCY  
21 PASSAGE UPON INTRODUCTION; PROVIDING AN  
22 EFFECTIVE DATE.  
23

24 **WHEREAS**, the City Council finds it to be in the best interests  
25 of the City of Jacksonville to foster the preservation and  
26 revitalization of certain historic and qualified non-historic  
27 buildings; and

28 **WHEREAS**, Laura Trio, LLC, currently owns certain real property  
29 in downtown Jacksonville upon which are located certain historic  
30 and/or qualified non-historic structures, including the former  
31 Florida National Bank Building, located at 51 W. Forsyth Street, the

1 Bisbee Building, located at 47 W. Forsyth Street, and the Florida  
2 Life Insurance Building, located at 117 N. Laura Street (collectively,  
3 the "Buildings"); and

4 **WHEREAS,** Laura Trio, LLC, purchased said real property and the  
5 Buildings with the intent to renovate and rehabilitate the sites to  
6 preserve the historic fabric and structural integrity of the  
7 Buildings, making them suitable for a variety of commercial and/or  
8 residential uses; and

9 **WHEREAS,** the properties located at 51 W. Forsyth Street, 47 W.  
10 Forsyth Street, and 117 N. Laura Street (collectively, the  
11 "Properties") are now subject to a fine imposed by the City's Special  
12 Magistrate pursuant to the authority of Chapter 162, *Florida Statutes*,  
13 and Chapter 91, *Ordinance Code*, for certain violations of Chapter 518  
14 and Chapter 656, *Ordinance Code*, as more specifically described in  
15 the order imposing the fine, which is recorded in the current public  
16 records of Duval County, Florida; and

17 **WHEREAS,** Laura Trio, LLC, is currently in negotiations to sell  
18 its interests in the Properties and Buildings to Live Oak Ancient  
19 City Living, LLC, a Delaware limited liability company ("Developer");  
20 and

21 **WHEREAS,** Developer has requested the City enter into an  
22 Agreement for Settlement of Fines Imposed By the Municipal Code  
23 Enforcement Board/Special Magistrate (the "Agreement") to help  
24 facilitate Developer's purchase of the Properties and Buildings for  
25 purposes of rehabilitating and renovating the Buildings for future  
26 use; and

27 **WHEREAS,** the City Council has determined that it is in the  
28 City's best interests to enter into the Agreement to provide the  
29 terms and conditions by which Developer may bring the Properties and  
30 Buildings into compliance in exchange for a commitment from the City  
31 to reduce the fines and/or release the liens imposed once compliance

1 is achieved in accordance with the terms of the Agreement; now  
2 therefore

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

4 **Section 1. Approval and Directive to Execute.** There is  
5 hereby approved that certain Agreement for Settlement of Fines Imposed  
6 By the Municipal Code Enforcement Board/Special Magistrate in  
7 substantially the form attached hereto as **Exhibit 1** and incorporated  
8 herein by this reference (the "Agreement"). The Mayor, or her  
9 designee, and the Corporation Secretary are hereby directed to execute  
10 and deliver the Agreement, for and on behalf of the City, as directed  
11 in the Agreement within five days of its effective date. If the Mayor  
12 fails to timely execute the Agreement as specified herein, the  
13 Agreement shall become effective without the Mayor's signature on  
14 that date.

15 The Agreement provides that Developer shall complete all  
16 improvements necessary to bring the Properties and Buildings into  
17 compliance within 48 months of execution of the Agreement. Within  
18 that time period, Developer will be required to submit plans and  
19 specifications for rehabilitation of the Properties and Buildings to  
20 achieve compliance and to apply for all required permits and approvals  
21 necessary to commence and proceed with the improvements. So long as  
22 compliance is achieved on or before the date set forth in the  
23 Agreement, the City agrees that it shall execute a release of the  
24 Special Magistrate/Board Order recorded against the Properties in  
25 exchange for payment of an agreed-upon settlement dollar amount.

26 **Section 2. Further Authorizations.** The Mayor, or her  
27 designee, and the Corporation Secretary are hereby further authorized  
28 and directed to execute all other contracts and documents and  
29 otherwise take all necessary action in connection with the Agreement,  
30 to effectuate the purposes of this Ordinance, without further Council  
31 action; provided however, no amendment, extension, or modification

1 to the Agreement may increase the financial obligations or liability  
2 of the City or decrease or modify the duties and obligations of the  
3 Developer, and any such modification shall be limited to technical  
4 changes and shall be subject to appropriate legal review and approval  
5 by the Office of General Counsel. For the purposes of this Ordinance,  
6 the term "technical changes" is defined as those changes having no  
7 financial impact to the City, any other non-substantive changes that  
8 do not substantively increase the duties and responsibilities of the  
9 City, and any non-substantive changes that do not decrease or  
10 substantively modify the duties and obligations of the Developer  
11 under the provisions of the Agreement. If the Mayor refuses to execute  
12 any additional contracts or documents as contemplated herein, those  
13 documents shall be presented to the City Council for review and  
14 approval.

15       **Section 3. Oversight Department.** The Municipal Code  
16 Compliance Division of the Neighborhoods Department shall oversee the  
17 Agreement described herein.

18       **Section 4. Requesting Emergency Passage Upon Introduction**  
19 **Pursuant to Council Rule 4.901 Emergency.** Emergency passage upon  
20 introduction of this legislation is requested. The nature of the  
21 emergency is that Live Oak Ancient City Living, LLC, has requested  
22 the Agreement be executed as soon as possible so that it is effective  
23 prior to their purchase of the Properties and Buildings.

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

1 Form Approved:

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3           /s/ Mary E. Staffopoulos          

4 Office of General Counsel

5 Legislation Prepared By: Mary E. Staffopoulos

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