

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2019-475**

5 AN ORDINANCE APPROVING AND AUTHORIZING THE
6 MAYOR OR HIS DESIGNEE AND CORPORATION
7 SECRETARY TO EXECUTE AND DELIVER THE PURCHASE
8 AND SALE AGREEMENT ("AGREEMENT") BETWEEN THE
9 CITY OF JACKSONVILLE AND JANICE R. NELSON
10 ("SELLER") AND ALL CLOSING DOCUMENTS RELATING
11 THERETO, AND OTHERWISE TAKE ALL NECESSARY
12 ACTION TO EFFECTUATE THE PURPOSES OF THE
13 AGREEMENT, FOR THE ACQUISITION BY BUYER AT THE
14 APPRAISED VALUE OF \$357,000.00 OF REAL
15 PROPERTY LOCATED IN COUNCIL DISTRICT 10 ON
16 EDGEWOOD AVENUE WEST (R.E.# 028089-0000),
17 COMPRISING AN APPROXIMATELY 2.64 ACRE PARCEL
18 FOR THE LOCATION OF FIRE STATION 36; PROVIDING
19 FOR OVERSIGHT BY THE REAL ESTATE DIVISION OF
20 THE DEPARTMENT OF PUBLIC WORKS; PROVIDING AN
21 EFFECTIVE DATE.
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23 **BE IT ORDAINED** by the Council of the City of Jacksonville:

24 **Section 1. Approval and authorization.** There is hereby
25 approved, and the Mayor, or his designee, and the Corporation
26 Secretary are hereby authorized to execute and deliver on behalf of
27 the City, the Purchase and Sale Agreement between the City of
28 Jacksonville and Janice R. Nelson (the "Seller"), in substantially
29 the form attached hereto as **Exhibit 1** and incorporated herein by
30 this reference, and all such other documents necessary or
31 appropriate to effectuate the purpose of this Ordinance (with such

1 "technical" changes as herein authorized). The property on Edgewood
2 Avenue West, which is approximately 2.64 acres and which has been
3 appraised at \$357,000.00, is being acquired for the location of
4 Fire Station 36 at a negotiated purchase price of \$357,000.00. The
5 Purchase and Sale Agreement requires no deposit from the City,
6 provides the City with a 120 day due diligence period, and allows
7 the City to terminate the Purchase and Sale Agreement in its sole
8 discretion without penalty during the due diligence period. Closing
9 shall take place within 30 days after the expiration or waiver of
10 the due diligence period.

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

31 **Section 2. Oversight.** The Real Estate Division of the

1 Department of Public Works shall provide oversight and
2 administration of the Agreement for the duration thereof.

3 **Section 3. Effective Date.** This Ordinance shall become
4 effective upon signature by the Mayor or upon becoming effective
5 without the Mayor's signature.

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7 Form Approved:

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9 /s/ James R. McCain, Jr.

10 Office of General Counsel

11 Legislation prepared by: James R. McCain, Jr.

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