

1 Introduced by the Council President at the request of the DIA and
2 amended by the Neighborhoods, Community Services, Public Health and
3 Safety Committee:
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6 **ORDINANCE 2019-897-E**

7 MAKING CERTAIN FINDINGS AND APPROVING AND
8 AUTHORIZING THE MAYOR OR HIS DESIGNEE AND
9 CORPORATION SECRETARY TO EXECUTE AND DELIVER:

10 (1) A REDEVELOPMENT AGREEMENT ("AGREEMENT")
11 BETWEEN THE CITY OF JACKSONVILLE AND VC
12 LAVILLA TOWNHOMES, LTD., AN AFFILIATE OF THE
13 VESTCOR COMPANIES, INC. ("DEVELOPER"), WHICH
14 AGREEMENT PROVIDES FOR THE CONSTRUCTION BY
15 DEVELOPER OF 88 TOWNHOMES, IMPROVEMENTS TO
16 LIFT EV'RY VOICE AND SING PARK ("PARK"), AND
17 IMPROVEMENTS TO THE LAVILLA HERITAGE TRAIL
18 ("TRAIL"), A SEGMENT OF THE EMERALD TRAIL, AS
19 WELL AS \$100,000 CASH CONTRIBUTIONS TO EACH OF
20 THE PARK AND TRAIL, WITHIN THE NORTHBANK
21 DOWNTOWN COMMUNITY REDEVELOPMENT AREA (THE
22 "PROJECT"); (2) A QUITCLAIM DEED CONVEYING
23 APPROXIMATELY 3.45 ACRES OF CITY-OWNED LAND
24 LOCATED GENERALLY AT THE INTERSECTION OF
25 JOHNSON AND HOUSTON STREETS, JACKSONVILLE,
26 FLORIDA, IN COUNCIL DISTRICT 7 TO THE
27 DEVELOPER FOR \$100, TOGETHER WITH AN ADJACENT
28 5' STRIP OF THE JOHNSON STREET RIGHT-OF-WAY
29 PROPOSED FOR CLOSURE; (3) RELATED AGREEMENTS
30 AND CLOSING DOCUMENTS AS DESCRIBED IN THE

1 AGREEMENT, AND OTHERWISE TO TAKE ALL NECESSARY
2 ACTION TO EFFECTUATE THE PURPOSES OF THE
3 AGREEMENT; DESIGNATING THE DOWNTOWN INVESTMENT
4 AUTHORITY AS CONTRACT MONITOR; PROVIDING FOR
5 OVERSIGHT OF THE PROJECT BY THE DEPARTMENT OF
6 PUBLIC WORKS; PROVIDING AN EFFECTIVE DATE.

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8 **WHEREAS**, the City of Jacksonville ("City") is the owner of
9 approximately 3.45 acres of real property comprised of the
10 following R.E. numbers: 074834 0000, 074844 0000, 074832 0000,
11 074830 0000, 074847 0000, 074843 0000, 074846 0000, and a portion
12 of 074828 0005, as well as a 5' strip of an adjacent portion of the
13 Johnson Street right-of-way proposed for closure, all as more
14 specifically described in the redevelopment agreement between the
15 City and VC LaVilla Townhomes, Ltd. ("Developer") placed **Revised On**
16 **File** with the Legislative Services Division, and located in the
17 LaVilla neighborhood within the Northbank Downtown Community
18 Redevelopment Area (collectively, the "Property"); and

19 **WHEREAS**, the Downtown Investment Authority ("DIA") issued its
20 Notice of Disposition for a City-owned property providing notice to
21 developers who may be interested in purchasing and developing the
22 Property, and The Vestcor Companies, Inc. ("Vestcor") was the
23 selected bidder; and

24 **WHEREAS**, the Property will be conveyed to VC LaVilla
25 Townhomes, Ltd., an affiliate of Vestcor, for \$100 in exchange for:
26 (i) the Developer making a \$100,000 contribution to the City to be
27 utilized for improvements to Lift Ev'ry Voice and Sing Park as well
28 as certain landscaping improvements to the Park; (ii) a \$100,000
29 contribution to the City to be utilized for improvements to the
30 LaVilla Heritage Trail segment of the Emerald Trail as well as
31 paving of the trail; and (iii) for the development of 88 townhomes

1 (the "Townhomes") together with associated roadways and sidewalks
2 (collectively, the "Project"); and

3 **WHEREAS**, upon the sale of each Townhome unit, the City shall
4 receive seventy-five percent (75%) of the net revenues to Developer
5 in excess of \$250,000; and

6 **WHEREAS**, in the event the Developer fails to commence
7 construction of the Project on or before July 1, 2020, title to the
8 Property shall revert to the City; and

9 **WHEREAS**, supporting the development of the Project will
10 redevelop and create a more intense use of the Property, generate
11 new ad valorem taxes on the Property, eliminate blight conditions
12 in the area, and provide job opportunities to residents of the
13 area; and

14 **WHEREAS**, a copy of the DIA Resolution authorizing the
15 transaction is attached hereto as **Revised Exhibit 1**, labeled as
16 "Revised Exhibit 1, Revised DIA Reso, January 21, 2020 - NCSPHS";
17 now, therefore

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

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

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

22 (b) The Project will greatly enhance the City and otherwise
23 promote and further the municipal purposes of the City.

24 (c) The City's assistance for the Project will enable and
25 facilitate the Project, the Project will enhance and increase the
26 City's tax base and revenues, and the Project will improve the
27 quality of life necessary to encourage and attract business
28 expansion in the City.

29 (d) Enhancement of the City's tax base and revenues are
30 matters of State and City concern.

31 (e) The Developer is qualified to carry out the Project.

1 (f) The authorizations provided by this Ordinance are for
2 public uses and purposes for which the City may use its powers as a
3 municipality and as a political subdivision of the State of Florida
4 and may expend public funds, and the necessity in the public
5 interest for the provisions herein enacted is hereby declared as a
6 matter of legislative determination.

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

10 **Section 2. Approval and Authorization.** There is hereby
11 approved and the Mayor, or his designee, and the Corporation
12 Secretary, are hereby authorized to execute and deliver on behalf
13 of the City the Redevelopment Agreement, Quitclaim Deed, and
14 related documents referenced therein between the City of
15 Jacksonville and Developer, in substantially the form placed
16 **Revised On File** with the Legislative Services Division
17 (collectively, the "Agreements"), and all such other documents,
18 necessary or appropriate to effectuate the purpose of this
19 Ordinance (with such "technical" changes as herein authorized).

20 The Agreements may include such additions, deletions and
21 changes as may be reasonable, necessary and incidental for carrying
22 out the purposes thereof, as may be acceptable to the Mayor, or his
23 designee, with such inclusion and acceptance being evidenced by
24 execution of the Agreement by the Mayor, or his designee; provided
25 however, no modification to the Agreements may increase the
26 financial obligations or liability of the City to an amount in
27 excess of the amount stated in the Agreements or decrease the
28 financial obligations or liability of the Developer, and any such
29 modification shall be technical only and shall be subject to
30 appropriate legal review and approval by the Office of General
31 Counsel. For purposes of this Ordinance, the term "technical

1 changes" is defined as those changes having no financial impact to
2 the City, including, but not limited to, changes in legal
3 descriptions or surveys, ingress and egress, easements and rights
4 of way, design standards, access and site plan, resolution of title
5 defects, if any, and other non-substantive changes that do not
6 substantively increase the duties and responsibilities of the City
7 under the provisions of the Agreements.

8 **Section 3. Designation of Contract Monitor.** The Downtown
9 Investment Authority shall provide oversight and administration of
10 the Agreements for the duration thereof.

11 **Section 4. Oversight Department.** The Department of
12 Public Works shall oversee the project described herein.

13 **Section 5. Further Authorizations.** The Mayor, or his
14 designee, and the Corporation Secretary, are hereby authorized to
15 execute the Agreements and all other contracts and documents and
16 otherwise take all necessary action in connection therewith and
17 herewith. The Chief Executive Officer of the DIA, as contract
18 administrator, is authorized to negotiate and execute all necessary
19 changes and amendments to the Agreements and other contracts and
20 documents, to effectuate the purposes of this Ordinance, without
21 further Council action, provided such changes and amendments are
22 limited to amendments that are technical in nature (as described in
23 Section 2 hereof), and further provided that all such amendments
24 shall be subject to appropriate legal review and approval by the
25 General Counsel, or his or her designee, and all other appropriate
26 official action required by law.

27 **Section 6. Effective Date.** This Ordinance shall become
28 effective upon signature by the Mayor or upon becoming effective
29 without the Mayor's signature.
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Form Approved:

/s/ Paige H. Johnston

Office of General Counsel

Legislation Prepared By: John Sawyer

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