

1 Introduced by the Council President at the request of the Mayor &  
2 Co-Sponsored by Council Members Dennis, Newby, Carlucci, Pittman,  
3 Bowman, Salem and Hazouri and amended by the Finance Committee:  
4  
5

6 **ORDINANCE 2020-24-E**

7 AN ORDINANCE MAKING CERTAIN FINDINGS, AND  
8 APPROVING AND AUTHORIZING THE EXECUTION OF AN  
9 FUNDING AGREEMENT ("AGREEMENT") BETWEEN THE  
10 CITY OF JACKSONVILLE ("CITY") AND MILLENNIA  
11 JACKSONVILLE FL TC, LP ("COMPANY"), TO SUPPORT  
12 THE RENOVATION BY COMPANY OF FOUR APARTMENT  
13 COMMUNITIES IN THE CITY KNOWN GENERALLY AS  
14 PALMETTO GLEN, THE WELDON, VALENCIA WAY AND  
15 CALLOWAY COVE, EACH OF WHICH SERVE AS U.S.  
16 DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
17 ASSISTED APARTMENTS ("PROJECT"); AUTHORIZING A  
18 DETERIORATED INFRASTRUCTURE GRANT OF  
19 \$2,000,000; APPROVING AND AUTHORIZING  
20 EXECUTION OF DOCUMENTS BY THE MAYOR OR HIS  
21 DESIGNEE AND CORPORATION SECRETARY;  
22 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS  
23 BY THE EXECUTIVE DIRECTOR OF THE OFFICE OF  
24 ECONOMIC DEVELOPMENT ("OED"); PROVIDING FOR  
25 OVERSIGHT BY THE OED; PROVIDING A DEADLINE FOR  
26 THE COMPANY TO EXECUTE THE AGREEMENT;  
27 PROVIDING AN EFFECTIVE DATE.  
28

29 **WHEREAS**, Millennia Jacksonville FL TC, LP (the "Company") has  
30 recently purchased four apartment communities in Jacksonville known  
31 generally as Palmetto Glen (comprised of R.E. numbers 126850-0000

1 126852-0000, 126852-0100 and 126854-0000), The Weldon (comprised of  
2 R.E. number 085587-0000), Valencia Way (comprised of R.E. numbers  
3 066231-0000 and 066239-0000), and Calloway Cove (comprised of R.E.  
4 number 029930-0000), each of which serve as U.S. Department of  
5 Housing and Urban Development assisted apartment communities; and

6 **WHEREAS**, after purchasing the apartment communities the  
7 Company has begun making renovations to the communities, including  
8 but not limited to replacement of natural gas systems and  
9 infrastructure, major plumbing repairs, and repairs to reverse the  
10 overall deterioration of all four communities, and for the reasons  
11 more fully described below and in the Project Summary, the payment  
12 of the Deteriorated Infrastructure ("DI") Grant in such amounts  
13 serves a paramount public purpose; and

14 **WHEREAS**, the OED has negotiated the Agreement and, based upon  
15 the contents of the Agreement, has determined the Agreement and the  
16 uses contemplated therein to be in the public interest, and has  
17 determined that the public actions and financial assistance  
18 contemplated in the Agreement take into account and give  
19 consideration to the long-term public interests and public interest  
20 benefits to be achieved by the City; and

21 **WHEREAS**, the Company has requested the City to enter into an  
22 agreement in substantially the form placed **Second Revised On File**  
23 with the Legislative Services Division; now therefore,

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

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

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

28 (b) The location of the Company's Project in Jacksonville,  
29 Florida, is more particularly described in the Agreement. The  
30 Project will promote and further the public and municipal purposes  
31 of the City.

1 (c) Enhancement of the City's tax base and revenues, are  
2 matters of State and City policy and State and City concern in order  
3 that the State and its counties and municipalities, including the  
4 City, shall not continue to be endangered by unemployment,  
5 underemployment, economic recession, poverty, crime and disease, and  
6 consume an excessive proportion of the State and City revenues  
7 because of the extra services required for police, fire, accident,  
8 health care, elderly care, charity care, hospitalization, public  
9 housing and housing assistance, and other forms of public  
10 protection, services and facilities.

11 (d) The provision of the City's assistance as identified in  
12 the Agreement is necessary and appropriate to make the Project  
13 feasible; and the City's assistance is reasonable and not excessive,  
14 taking into account the needs of the Company to make the Project  
15 economically and financially feasible, and the extent of the public  
16 benefits expected to be derived from the Project, and taking into  
17 account all other forms of assistance available.

18 (e) The Company is qualified to carry out and complete the  
19 construction and equipping of the Project, in accordance with the  
20 Agreement.

21 (f) The authorizations provided by this Ordinance are for  
22 public uses and purposes for which the City may use its powers as a  
23 county, municipality and as a political subdivision of the State of  
24 Florida and may expend public funds, and the necessity in the public  
25 interest for the provisions herein enacted is hereby declared as a  
26 matter of legislative determination.

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

30 **Section 2. Funding Agreement Approved.** There is hereby  
31 approved, and the Mayor and Corporation Secretary are authorized to

1 execute and deliver, for and on behalf of the City, an agreement  
2 between the City and the Company, substantially in the form placed  
3 **Second Revised On File** with the Legislative Services Division (with  
4 such "technical" changes as herein authorized), for the purpose of  
5 implementing the recommendations of the OED, as are further  
6 described in the Project Summary attached hereto as **Exhibit 1**.

7 The Agreement may include such additions, deletions and  
8 changes as may be reasonable, necessary and incidental for carrying  
9 out the purposes thereof, as may be acceptable to the Mayor, or his  
10 designee, with such inclusion and acceptance being evidenced by  
11 execution of the Agreement by the Mayor or his designee. No  
12 modification to the Agreement may increase the financial obligations  
13 or the liability of the City and any such modification shall be  
14 technical only and shall be subject to appropriate legal review and  
15 approval of the General Counsel, or his or her designee, and all  
16 other appropriate action required by law. "Technical" is herein  
17 defined as including, but not limited to, changes in legal  
18 descriptions and surveys, descriptions of infrastructure  
19 improvements and/or any road project, ingress and egress, easements  
20 and rights of way, performance schedules (provided that no  
21 performance schedule may be extended for more than one year without  
22 City Council approval) design standards, access and site plan, which  
23 have no financial impact.

### 24 **Section 3. Payment of DI Grant.**

25 (a) The DI Grant shall not be deemed to constitute a debt,  
26 liability, or obligation of the City or of the State of Florida or  
27 any political subdivision thereof within the meaning of any  
28 constitutional or statutory limitation, or a pledge of the faith and  
29 credit or taxing power of the City or of the State of Florida or any  
30 political subdivision thereof, but shall be payable solely from the  
31 funds provided therefor as provided in this Section. The Agreement

1 shall contain a statement to the effect that the City shall not be  
2 obligated to pay any installment of its financial assistance to the  
3 Company except from the non-ad valorem revenues or other legally  
4 available funds provided for that purpose, that neither the faith  
5 and credit nor the taxing power of the City or of the State of  
6 Florida or any political subdivision thereof is pledged to the  
7 payment of any portion of such financial assistance, and that the  
8 Company, or any person, firm or entity claiming by, through or under  
9 the Company, or any other person whomsoever, shall never have any  
10 right, directly or indirectly, to compel the exercise of the ad  
11 valorem taxing power of the City or of the State of Florida or any  
12 political subdivision thereof for the payment of any portion of such  
13 financial assistance.

14 (b) The Mayor, or his designee, is hereby authorized to and  
15 shall disburse the annual installments of the DI Grant as provided  
16 in this Section in accordance with this Ordinance and the Agreement.

17 **Section 4. Designation of Authorized Official/OED**  
18 **Contract Monitor.** The Mayor is designated as the authorized  
19 official of the City for the purpose of executing and delivering  
20 any contracts and documents and furnishing such information, data  
21 and documents for the Agreement and related documents as may be  
22 required and otherwise to act as the authorized official of the  
23 City in connection with the Agreement, and is further authorized to  
24 designate one or more other officials of the City to exercise any  
25 of the foregoing authorizations and to furnish or cause to be  
26 furnished such information and take or cause to be taken such  
27 action as may be necessary to enable the City to implement the  
28 Agreement according to its terms. The OED is hereby required to  
29 administer and monitor the Agreement and to handle the City's  
30 responsibilities thereunder, including the City's responsibilities  
31 under such Agreement working with and supported by all relevant

1 City departments.

2       **Section 5. Further Authorizations.** The Mayor, or his  
3 designee, and the Corporation Secretary, are hereby authorized to  
4 execute the Agreement and all other contracts and documents and  
5 otherwise take all necessary action in connection therewith and  
6 herewith. The Executive Director of the OED, as contract  
7 administrator, is authorized to negotiate and execute all necessary  
8 changes and amendments to the Agreement and other contracts and  
9 documents, to effectuate the purposes of this Ordinance, without  
10 further Council action, provided such changes and amendments are  
11 limited to amendments that are technical in nature (as described in  
12 Section 2 hereof), and further provided that all such amendments  
13 shall be subject to appropriate legal review and approval by the  
14 General Counsel, or his or her designee, and all other appropriate  
15 official action required by law.

16       **Section 6. Oversight Department.** The OED shall oversee  
17 the Project described herein.

18       **Section 7. Execution of Agreement.** If the Agreement  
19 approved by this Ordinance has not been signed by the Company  
20 within ninety (90) days after the OED delivers or mails the  
21 unexecuted Agreement to the Company for execution, then the City  
22 Council approvals in this Ordinance and authorization for the Mayor  
23 to execute the Agreement are automatically revoked, provided  
24 however, that the Executive Director of the OED shall have the  
25 authority to extend such ninety (90) day period in writing at his  
26 discretion for up to an additional ninety (90) days.

27       **Section 8. Effective Date.** This Ordinance shall become  
28 effective upon signature by the Mayor or upon becoming effective  
29 without the Mayor's signature.

1 Form Approved:

2

3 /s/ Paige H. Johnston

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

6 GC-#1340948-V1-2020-24-E.Docx