

1 Introduced by the Council President at the request of the DIA and
2 Co-Sponsored by Council Members Diamond and Ferraro and amended by
3 the Neighborhoods, Community Services, Public Health & Safety
4 Committee:

5 **ORDINANCE 2020-116-E**

6 AN ORDINANCE APPROVING AND AUTHORIZING THE
7 MAYOR OR HIS DESIGNEE AND CORPORATION
8 SECRETARY TO EXECUTE AND DELIVER: (1) A
9 REDEVELOPMENT AGREEMENT ("AGREEMENT") BETWEEN
10 THE CITY OF JACKSONVILLE AND FIDELITY NATIONAL
11 INFORMATION SERVICES, INC. ("DEVELOPER"),
12 WHICH REDEVELOPMENT AGREEMENT PROVIDES FOR THE
13 DESIGN AND CONSTRUCTION OF A PARKING GARAGE
14 WITH A MINIMUM OF 1,380 PARKING SPACES BY THE
15 DEVELOPER WITHIN THE NORTHBANK DOWNTOWN
16 COMMUNITY REDEVELOPMENT AREA ("PROJECT"); (2)
17 A QUITCLAIM DEED CONVEYING AN APPROXIMATELY
18 .39 ACRE PARCEL OF CITY-OWNED LAND LOCATED AT
19 0 ALFRED DUPONT PLACE, JACKSONVILLE, FLORIDA,
20 IN COUNCIL DISTRICT 7 IN THE NORTHBANK
21 COMMUNITY REDEVELOPMENT AREA TO THE DEVELOPER
22 FOR A SUM OF \$10.00 (THE "PROPERTY"); (3) A
23 RESTRICTIVE COVENANTS AND PARKING RIGHTS
24 AGREEMENT ("RESTRICTIVE COVENANTS"), WHICH
25 RESTRICTIVE COVENANTS AUTHORIZE USE OF 130
26 GROUND FLOOR PUBLIC PARKING SPACES WITHIN THE
27 PARKING GARAGE BY THE GENERAL PUBLIC AFTER
28 6:00 P.M. ON WEEKNIGHTS AND 24-HOUR ACCESS ON
29 WEEKENDS AND SPECIFIED NATIONAL HOLIDAYS; AND
30 (4) RELATED AGREEMENTS AND CLOSING DOCUMENTS

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

8
9 **WHEREAS**, the City of Jacksonville ("City") is the owner of an
10 approximately 1.02 acre parcel of real property located at 0 Alfred
11 DuPont Place, R.E. # 088979-0100 (the "Property") in the Northbank
12 Downtown Community Redevelopment Area; and

13 **WHEREAS**, in response to an offer from Fidelity National
14 Information Services, Inc. ("Developer") the Downtown Investment
15 Authority ("DIA") issued its Notice of Disposition for a City-owned
16 property providing notice to developers who may be interested in
17 purchasing and developing the Property, and no other offers were
18 received; and

19 **WHEREAS**, a .39 acre portion of the Property will be conveyed
20 to Developer for the sum of \$10.00 in exchange for the development
21 of a structured parking facility having a minimum of 1,380 parking
22 spaces (the "Parking Garage"), and the Developer has agreed to the
23 placement of a Restrictive Covenants and Parking Rights Agreement
24 on the Parking Garage, to provide a minimum of 130 ground floor
25 parking spaces in the Parking Garage after 6:00 p.m. on a daily
26 basis, and 24 hour use by the general public on all weekends and
27 specified national holidays; and

28 **WHEREAS**, in the event the Developer fails to commence
29 construction of the Parking Garage by June 1, 2021, title to the
30 Property shall revert to the City; and

31 **WHEREAS**, supporting the development of the Parking Garage

1 will redevelop and create a more intense use of the Property,
2 generate new ad valorem taxes on the Property, eliminate blight
3 conditions in the area, and provide job opportunities to residents
4 of the area; and

5 **WHEREAS**, a copy of the DIA Resolution authorizing the
6 transaction is attached hereto as **Exhibit 1**; now, therefore

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

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

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

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

13 (c) The City's assistance for the Project will enable and
14 facilitate the Project, the Project will enhance and increase the
15 City's tax base and revenues, and the Project will improve the
16 quality of life necessary to encourage and attract business
17 expansion in the City.

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

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

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 municipality and as a political subdivision of the State of Florida
24 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. Approval and Authorization.** There is hereby
31 approved and the Mayor, or his designee, and the Corporation

1 Secretary, are hereby authorized to execute and deliver on behalf
2 of the City the Redevelopment Agreement, Quitclaim Deed,
3 Restrictive Covenants and Parking Rights Agreement, and related
4 documents referenced therein between the City of Jacksonville and
5 Developer, in substantially the form placed **Revised On File** with
6 the Legislative Services Division (collectively, the "Agreements"),
7 and all such other documents, necessary or appropriate to
8 effectuate the purpose of this Ordinance (with such "technical"
9 changes as herein authorized).

10 The Agreements may include such additions, deletions and
11 changes as may be reasonable, necessary and incidental for carrying
12 out the purposes thereof, as may be acceptable to the Mayor, or his
13 designee, with such inclusion and acceptance being evidenced by
14 execution of the Agreement by the Mayor, or his designee; provided
15 however, no modification to the Agreements may increase the
16 financial obligations or liability of the City to an amount in
17 excess of the amount stated in the Agreements or decrease the
18 financial obligations or liability of the Developer, and any such
19 modification shall be technical only and shall be subject to
20 appropriate legal review and approval by the Office of General
21 Counsel. For purposes of this Ordinance, the term "technical
22 changes" is defined as those changes having no financial impact to
23 the City, including, but not limited to, extensions of performance
24 schedules (provided no extension may be granted in excess of one
25 year without Council approval), changes in legal descriptions or
26 surveys, ingress and egress, easements and rights of way, design
27 standards, access and site plan, resolution of title defects, if
28 any, and other non-substantive changes that do not substantively
29 increase the duties and responsibilities of the City under the
30 provisions of the Agreements.

31 **Section 3. Designation of Contract Monitor.** The Downtown

1 Investment Authority shall provide oversight and administration of
2 the Agreements for the duration thereof.

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

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

19 **Section 6. Effective Date.** This Ordinance shall become
20 effective upon signature by the Mayor or upon becoming effective
21 without the Mayor's signature.

22
23 Form Approved:

24
25 /s/ Paige Hobbs Johnston

26 Office of General Counsel

27 Legislation Prepared By: John Sawyer

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