

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

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7 **ORDINANCE 2020-591-E**

8 AN ORDINANCE MAKING CERTAIN FINDINGS AND
9 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO
10 EXECUTE: (1) A REDEVELOPMENT AGREEMENT
11 ("REDEVELOPMENT AGREEMENT") BETWEEN THE CITY
12 OF JACKSONVILLE ("CITY") AND ARMORY
13 REDEVELOPMENT ASSOCIATES, LLC ("DEVELOPER");
14 (2) A LEASE AGREEMENT ("LEASE AGREEMENT")
15 BETWEEN THE CITY AND ARMORY REDEVELOPMENT
16 ASSOCIATES, LLC WITH AN INITIAL LEASE TERM OF
17 FORTY YEARS; (3) A QUITCLAIM DEED WITH A RIGHT
18 OF REVERTER CONVEYING A CITY-OWNED PARCEL OF
19 LAND TO THE DEVELOPER; AND (4) RELATED
20 AGREEMENTS AS DESCRIBED IN THE REDEVELOPMENT
21 AGREEMENT, FOR THE RENOVATION AND LEASE OF THE
22 ARMORY BUILDING, TO PROVIDE FOR THE PURCHASE
23 BY THE DEVELOPER OF AN ADJACENT, APPROXIMATELY
24 2.97 ACRE OF CITY-OWNED, IMPROVED PROPERTY
25 LOCATED IN COUNCIL DISTRICT 7 AT 928 NORTH
26 LIBERTY STREET TO BE DEVELOPED INTO
27 APPROXIMATELY ONE HUNDRED RESIDENTIAL UNITS,
28 AND TO PROVIDE AN OPTION TO THE DEVELOPER TO
29 PURCHASE THE ARMORY BUILDING FOR A PERIOD OF
30 15 YEARS FROM THE EFFECTIVE DATE OF THE LEASE

1 AT A PURCHASE PRICE OF \$2,749,975 WITH ANNUAL
2 INCREASES AS SET FORTH IN THE LEASE;
3 DESIGNATING THE OFFICE OF ECONOMIC DEVELOPMENT
4 AS CONTRACT MONITOR FOR THE REDEVELOPMENT
5 AGREEMENT, LEASE, QUITCLAIM DEED AND RELATED
6 AGREEMENTS; PROVIDING FOR CITY OVERSIGHT OF
7 THE PROJECT BY THE DEPARTMENT OF PUBLIC WORKS
8 AND OED; AUTHORIZING THE EXECUTION OF ALL
9 DOCUMENTS RELATING TO THE ABOVE AGREEMENTS AND
10 TRANSACTIONS, AND AUTHORIZING TECHNICAL
11 CHANGES TO THE DOCUMENTS; PROVIDING AN
12 EFFECTIVE DATE.

13
14 **WHEREAS**, the City issued its request for proposal ("RFP")
15 regarding the sale or lease of certain City-owned property known
16 generally as the Armory Building and located at 851 N. Market
17 Street, Jacksonville, Florida, and also for the purchase by the
18 Developer of an adjacent parcel of City-owned land located at 928
19 N. Liberty Street (the "Optional Parcel"); and

20 **WHEREAS**, Armory Redevelopment Associates, LLC (the
21 "Developer") was selected as the winning bidder under the RFP and
22 the City and Developer and the Office of Economic Development
23 ("OED") have negotiated a Redevelopment Agreement pursuant to which
24 the Developer will renovate the Armory Building ("Building") and
25 enter into a long-term lease for the Building to be a mixed use
26 facility consisting of a food hall, theater, offices/studios,
27 conference and training centers, industrial maker workspace and
28 similar uses authorized by the then current zoning of the Building,
29 to provide for the purchase by the Developer of the Optional Parcel
30 for the sum of \$864,000 to be developed into approximately 100

1 residential units, and to provide an option for fifteen years from
2 the Effective Date of the lease for the Developer to purchase the
3 Armory Building at a purchase price of \$2,749,975 with annual
4 increases as set forth in the Lease; and

5 **WHEREAS**, the Optional Parcel is not eligible to be placed on
6 the affordable housing inventory list in that it does not have a
7 current or planned zoning of AGR (Agricultural), CRO (Commercial
8 Residential Office), RHD (Residential High Density) RLD
9 (Residential Low Density), RMD (Residential Medium Density), RR
10 (Rural Residential), RO (Residential/Office), nor is it located
11 within a Planned Unit Development with residential entitlements;
12 and

13 **WHEREAS**, the OED has reviewed the application submitted by the
14 Developer for community development, and, together with
15 representatives of the City, negotiated the Redevelopment
16 Agreement, Lease and related documents and, based upon the contents
17 of the agreements, has determined the agreements and the uses
18 contemplated therein to be in the public interest, and has
19 determined that the public actions and property conveyance
20 contemplated in the Redevelopment Agreement take into account and
21 give consideration to the long-term public interests and public
22 interest benefits to be achieved by the City; and

23 **WHEREAS**, supporting the Project will provide for the
24 restoration of the Armory Building and provide for the
25 redevelopment of City-owned real property in the Springfield
26 neighborhood, eliminate blight conditions in the area, and provide
27 job opportunities to residents of the area; now, therefore

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

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

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

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

4 (c) The City's assistance for the Project will enable and
5 facilitate the Project, the Project will enhance and increase the
6 City's tax base and revenues, and the Project will improve the
7 quality of life necessary to encourage and attract business
8 expansion in the City.

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

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

12 (f) The authorizations provided by this Ordinance are for
13 public uses and purposes for which the City may use its powers as a
14 municipality and as a political subdivision of the State of Florida
15 and may expend public funds, and the necessity in the public
16 interest for the provisions herein enacted is hereby declared as a
17 matter of legislative determination.

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

21 **Section 2. Execution of Agreements.** The Mayor (or his
22 authorized designee) and the Corporation Secretary are hereby
23 authorized to execute and deliver the Redevelopment Agreement,
24 Lease Agreement, quitclaim deed and related documents
25 (collectively, the "Agreements") substantially in the form **Revised**
26 **On File** with the Legislative Services Division (with such
27 "technical" changes as herein authorized), for the purpose of
28 implementing the recommendations of the OED as further described in
29 the Redevelopment Agreement.

30 The Agreements may include such additions, deletions and

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

17 **Section 3. Designation of Authorized Official and Office**
18 **of Economic Development as Contract Monitor.** The Mayor is
19 designated as the authorized official of the City for the purpose
20 of executing and delivering any contracts and documents and
21 furnishing such information, data and documents for the Agreements
22 and related documents as may be required and otherwise to act as
23 the authorized official of the City in connection with the
24 Agreements, and is further authorized to designate one or more
25 other officials of the City to exercise any of the foregoing
26 authorizations and to furnish or cause to be furnished such
27 information and take or cause to be taken such action as may be
28 necessary to enable the City to implement the Agreements according
29 to their terms. The OED is hereby required to administer and
30 monitor the Redevelopment Agreement and to handle the City's
31 responsibilities thereunder, including the City's responsibilities

1 under such agreement working with and supported by all relevant
2 City departments.

3 **Section 4. Oversight Department.** The Department of
4 Public Works shall oversee the projects 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 Economic Development Officer of the OED, 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.
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23 Form Approved:

24
25 /s/ Paige H. Johnston

26 Office of General Counsel

27 Legislation Prepared By: John Sawyer

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