

1 Introduced by the Council President at the request of the DIA:  
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4 **ORDINANCE 2021-496**

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

8 (1) A REDEVELOPMENT AGREEMENT ("AGREEMENT")  
9 BETWEEN THE CITY OF JACKSONVILLE AND JOHNSON  
10 COMMONS LLC ("DEVELOPER"), WHICH AGREEMENT  
11 PROVIDES FOR THE CONSTRUCTION BY DEVELOPER OF A  
12 MINIMUM OF 91 TOWNHOMES, A STAND-ALONE BUILDING  
13 INCLUDING A MINIMUM OF 10,000 SQUARE FEET OF  
14 GROUND LEVEL RETAIL SPACE, IMPROVEMENTS TO LIFT  
15 EV'RY VOICE PARK ("PARK"), AND IMPROVEMENTS TO  
16 THE LAVILLA HERITAGE TRAIL ("TRAIL"), A SEGMENT  
17 OF THE EMERALD TRAIL, AS WELL AS A \$150,000 CASH  
18 CONTRIBUTION TO EACH THE PARK, WITHIN THE  
19 NORTHBANK DOWNTOWN COMMUNITY REDEVELOPMENT AREA  
20 (THE "PROJECT"); (2) A QUITCLAIM DEED CONVEYING  
21 APPROXIMATELY 3.45 ACRES OF CITY-OWNED LAND  
22 LOCATED GENERALLY AT THE INTERSECTION OF LAVILLA  
23 CENTER DRIVE (F/K/A JOHNSON STREET) AND HOUSTON  
24 STREET, JACKSONVILLE, FLORIDA, IN COUNCIL  
25 DISTRICT 7 TO THE DEVELOPER FOR \$1.00; (3)  
26 RELATED AGREEMENTS AND CLOSING DOCUMENTS AS  
27 DESCRIBED IN THE AGREEMENT, AND OTHERWISE TO  
28 TAKE ALL NECESSARY ACTION TO EFFECTUATE THE  
29 PURPOSES OF THE AGREEMENT; DESIGNATING THE  
30 DOWNTOWN INVESTMENT AUTHORITY AS CONTRACT  
31 MONITOR; PROVIDING FOR OVERSIGHT OF THE PROJECT

1 BY THE DEPARTMENT OF PUBLIC WORKS; PROVIDING AN  
2 EFFECTIVE DATE.

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4 **WHEREAS**, the City of Jacksonville ("City") is the owner of  
5 approximately 3.45 acres of real property comprised of portions of  
6 the following R.E. numbers: 074845 0000, 074828 0100, and 074830  
7 0100, all as more specifically described in the redevelopment  
8 agreement (the "Redevelopment Agreement") between the City and  
9 Johnson Commons LLC ("Developer") placed **On File** with the Legislative  
10 Services Division, and located in the LaVilla neighborhood within the  
11 Northbank Downtown Community Redevelopment Area (collectively, the  
12 "Property"); and

13 **WHEREAS**, pursuant to DIA Resolution 2021-03-02 attached hereto  
14 as **Exhibit 1**, the Downtown Investment Authority ("DIA") issued its  
15 Notice of Disposition for a City-owned property and agreed that absent  
16 an alternate bid, the DIA would approve the terms of a proposal  
17 submitted by the Developer, and no such alternate bid was received;  
18 and

19 **WHEREAS**, the Property will be conveyed to the Developer for  
20 \$1.00 on the closing date (the "Closing Date") in exchange for: (i)  
21 the Developer making a \$150,000 contribution to the City to be  
22 utilized for improvements to Lift Ev'ry Voice and Sing Park (the  
23 "Park") as well as certain landscaping improvements to the Park; (ii)  
24 the development of a minimum of 91 townhomes (the "Townhomes")  
25 together with associated roadways and sidewalks, and (iii) the  
26 development of a stand-alone building fronting Lee Street and Forsyth  
27 Street which shall include a minimum of 10,000 square feet of ground  
28 level retail space and which may include an additional multi-family  
29 residential component (the "Retail or Mixed Use Building")  
30 (collectively, the "Project"); and

31 **WHEREAS**, the Project will be constructed in two phases the first

1 of which shall include all of the improvements in the Project other  
2 than the Retail or Mixed Use Building (the "Phase One Improvements"),  
3 and the second of which shall include the Retail or Mixed Use Building  
4 (the "Phase Two Improvements");

5 **WHEREAS**, in the event the Developer fails to commence  
6 construction of the Phase One Improvements within forty-five (45)  
7 days after Developer receives final permits for the Phase One  
8 Improvements, but in no event later than eight (8) months after the  
9 Closing Date, title to the Property shall revert to the City;

10 **WHEREAS**, in the event the Developer fails to commence  
11 construction of the Phase Two Improvements by the date that sixty  
12 (60) months after the date of the Redevelopment Agreement, title to  
13 a portion of the Property shall revert to the City;

14 **WHEREAS**, upon the sale of each Townhome unit, the City shall  
15 receive at closing fifty percent (50%) of the net revenues to  
16 Developer in excess of \$250,250; and

17 **WHEREAS**, supporting the development of the Project will  
18 redevelop and create a more intense use of the Property, generate new  
19 ad valorem taxes on the Property, eliminate blight conditions in the  
20 area, and provide job opportunities to residents of the area; and

21 **WHEREAS**, the DIA has authorized this transaction pursuant to the  
22 DIA Resolution attached hereto as **Exhibit 1**; now, therefore

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

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

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

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

29 (c) The City's assistance for the Project will enable and  
30 facilitate the Project, the Project will enhance and increase the  
31 City's tax base and revenues, and the Project will improve the quality

1 of life necessary to encourage and attract business expansion in the  
2 City.

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

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

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

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

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

25 The Agreements may include such additions, deletions and changes  
26 as may be reasonable, necessary and incidental for carrying out the  
27 purposes thereof, as may be acceptable to the Mayor, or his designee,  
28 with such inclusion and acceptance being evidenced by execution of  
29 the Agreement by the Mayor, or his designee; provided however, no  
30 modification to the Agreements may increase the financial obligations  
31 or liability of the City to an amount in excess of the amount stated

1 in the Agreements or decrease the financial obligations or liability  
2 of the Developer, and any such modification shall be technical only  
3 and shall be subject to appropriate legal review and approval by the  
4 Office of General Counsel. For purposes of this Ordinance, the term  
5 "technical changes" is defined as including, but not limited to,  
6 changes in legal descriptions or surveys, descriptions of  
7 infrastructure improvements and/or any road project, ingress and  
8 egress, easements and rights of way, design standards, performance  
9 schedules (provided that no performance schedule may be extended for  
10 more than six (6) months without DIA Board approval), access and site  
11 plan, resolution of title defects, if any, and other non-substantive  
12 changes that do not substantively increase the duties and  
13 responsibilities or financial obligations of the City under the  
14 provisions of the Agreements.

15 **Section 3. Designation of Authorized Official and DIA as**  
16 **Contract Monitor.** The Mayor is designated as the authorized official  
17 of the City for the purpose of executing and delivering the Agreement,  
18 and the Chief Executive Officer of the DIA is designated as the  
19 authorized official of the City for the purpose of executing any  
20 additional contracts and documents and furnishing such information,  
21 data and documents for the Agreement and related documents as may be  
22 required and otherwise to act as the authorized official of the City  
23 in connection with the Agreement, and take or cause to be taken such  
24 action as may be necessary to enable the City to implement the  
25 Agreement according to its terms. The DIA is hereby further required  
26 to administer and monitor the Agreement and to handle the City's  
27 responsibilities thereunder, including the City's responsibilities  
28 under such Agreement working with and supported by all relevant City  
29 departments.

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

