

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 2021-496-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 JOHNSON  
12 COMMONS LLC ("DEVELOPER"), WHICH AGREEMENT  
13 PROVIDES FOR THE CONSTRUCTION BY DEVELOPER OF  
14 A MINIMUM OF 91 TOWNHOMES, A STAND-ALONE  
15 BUILDING INCLUDING A MINIMUM OF 10,000 SQUARE  
16 FEET OF GROUND LEVEL RETAIL SPACE,  
17 IMPROVEMENTS TO LIFT EV'RY VOICE AND SING PARK  
18 ("PARK"), AND IMPROVEMENTS TO THE LAVILLA  
19 HERITAGE TRAIL ("TRAIL"), A SEGMENT OF THE  
20 EMERALD TRAIL, AS WELL AS A \$150,000 CASH  
21 CONTRIBUTION TO THE PARK, WITHIN THE NORTHBANK  
22 DOWNTOWN COMMUNITY REDEVELOPMENT AREA (THE  
23 "PROJECT"); (2) A QUITCLAIM DEED CONVEYING  
24 APPROXIMATELY 3.45 ACRES OF CITY-OWNED LAND  
25 LOCATED GENERALLY AT THE INTERSECTION OF  
26 LAVILLA CENTER DRIVE (F/K/A JOHNSON STREET)  
27 AND HOUSTON STREET, JACKSONVILLE, FLORIDA, IN  
28 COUNCIL DISTRICT 7 TO THE DEVELOPER FOR \$1.00;  
29 (3) RELATED AGREEMENTS AND CLOSING DOCUMENTS  
30 AS DESCRIBED IN THE AGREEMENT, AND OTHERWISE

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

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

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

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

1 additional multi-family residential component (the "Retail or Mixed  
2 Use Building") (collectively, the "Project"); and

3 **WHEREAS**, the Project will be constructed in two phases the  
4 first of which shall include all of the improvements in the Project  
5 other than the Retail or Mixed Use Building (the "Phase One  
6 Improvements"), and the second of which shall include the Retail or  
7 Mixed Use Building (the "Phase Two Improvements");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 The Agreements may include such additions, deletions and  
31 changes as may be reasonable, necessary and incidental for carrying

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

21 **Section 3. Designation of Authorized Official and DIA as**  
22 **Contract Monitor.** The Mayor is designated as the authorized  
23 official of the City for the purpose of executing and delivering  
24 the Agreement, and the Chief Executive Officer of the DIA is  
25 designated as the authorized official of the City for the purpose  
26 of executing any additional contracts and documents and furnishing  
27 such information, data and documents for the Agreement and related  
28 documents as may be required and otherwise to act as the authorized  
29 official of the City in connection with the Agreement, and take or  
30 cause to be taken such action as may be necessary to enable the  
31 City to implement the Agreement according to its terms. The DIA is

1 hereby further required to administer and monitor the Agreement and  
2 to handle the City's responsibilities thereunder, including the  
3 City's responsibilities under such Agreement working with and  
4 supported by all relevant City departments.

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

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

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

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25 Form Approved:

26  
27  /s/ Paige H. Johnston

28 Office of General Counsel

29 Legislation Prepared By: Joelle J. Dillard

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