

**RESOLUTION NO. 2105-2022**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING/ INTRALOCAL AGREEMENT BETWEEN THE JACKSONVILLE BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF JACKSONVILLE BEACH, FLORIDA, FOR THE SALE AND TRANSFER OF SURPLUS PUBLIC REAL PROPERTY COMMONLY REFERRED TO AS THE SUNSHINE COURT LOTS AND HORN COURT LOT AND AUTHORIZING GOVDEALS TO CONDUCT THE PUBLIC AUCTION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to §163.370 of the Florida Statutes, the Jacksonville Beach Community Redevelopment Agency ("CRA") is authorized to make and enter into agreements it deems necessary and convenient to exercise the powers statutorily conferred upon it; and

**WHEREAS**, pursuant to Art. VII, Section 2(b) of the Florida Constitution, and §166.021 of the Florida Statutes, the City of Jacksonville Beach, Florida ("City") is authorized to enter into contracts to perform any municipal purpose, including to conduct, perform, and render municipal functions and services; and

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969 authorizes local government units to make the most efficient use of their powers and cooperate with other governmental units to provide services and facilities in the manner that will accord best with geographic, economic, and other factors influencing the needs and development of local communities; and

**WHEREAS**, this Agreement is entered into pursuant to the powers conferred by the Florida Constitution and Florida Statutes, including the Florida Interlocal Cooperation Act of 1969, for purpose of increasing residential development in the City's Southend CRA District through the sale and transfer of surplus public real property, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement approved by the governing bodies of each contracting party, namely the Board Members of the CRA and the City Council of the City of Jacksonville Beach;

**WHEREAS**, the CRA approved the Memorandum of Understanding/Intralocal Agreement at the March 28, 2022 CRA Meeting, and the CRA and the City are in agreement to dispose of real public property in the City's Southend Redevelopment District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS FOLLOWS:**

**SECTION 1. Adoption of Recitals.** The foregoing recitals are hereby fully incorporated herein by reference and are deemed a part of this Resolution.

**SECTION 2. Approval of Memorandum of Understanding/Intralocal Agreement.**

The Memorandum of Understanding/Intralocal Agreement attached hereto as Attachment A is hereby approved and shall be properly executed by the Mayor and City Manager and attested to by the City Clerk.

**SECTION 3. Authorizing use of GovDeals for Online Auction.** After providing public notice, the City surplus property items identified below shall be disposed of by using an online auction open to the public using GovDeals. All items shall be sold in as is, where is condition, and without warranty or guarantee.

**PARCELS COMMONLY REFERRED TO AS THE "SUNSHINE COURT LOTS"**

RE#	Description	Size	Market Value (Property Appraiser)
181417 0005	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$225,000 (2022 In Progress)
181417 0020	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$225,000 (2022 In Progress)
181417 0015	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$225,000 (2022 In Progress)
181417 0025	South Beach Replat – Sunshine Court, Jacksonville Beach	0.14 acre	\$225,000 (2022 In Progress)
181417 0010	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$225,000 (2022 In Progress)

**PARCEL COMMONLY REFERRED TO AS THE "HORN COURT LOT"**


RE#	Description	Size	Market Value (2020 Appraisal)
180932 0000	Jacksonville Beach Heights – Horn Court, Jacksonville Beach	0.14 acre	\$239,000.00

**SECTION 4. Repeal of Prior Inconsistent Resolutions and Council Decisions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**SECTION 5. Severability.** If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.


**SECTION 6. Effective Date.** This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this 18<sup>th</sup> day of April, A.D. 2022.

  
\_\_\_\_\_  
Christine H. Hoffman, Mayor

  
\_\_\_\_\_  
Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Sandra R. Robinson, City Attorney

**MEMORANDUM OF UNDERSTANDING/INTRA-LOCAL AGREEMENT**  
**between**  
**JACKSONVILLE BEACH COMMUNITY REDEVELOPMENT AGENCY**  
**and**  
**CITY OF JACKSONVILLE BEACH, FLORIDA**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Jacksonville Beach Community Redevelopment Agency, a political subdivision of the State of Florida, and City of Jacksonville Beach, Florida, a municipal government formed under the State of Florida for the primary purpose of increasing residential development in the City's Southend Community Redevelopment Agency District through the sale and transfer of surplus public real property, namely, those certain parcels of land commonly referred to as the Sunshine Court Lots and the Horn Court Lot.

**RECITALS**

WHEREAS, pursuant to §163.370 of the Florida Statutes, the Jacksonville Beach Community Redevelopment Agency ("CRA") is authorized to make and enter into agreements it deems necessary and convenient to exercise the powers statutorily conferred upon it; and

WHEREAS, pursuant to Art. VII, Section 2(b) of the Florida Constitution, and §166.021 of the Florida Statutes, the City of Jacksonville Beach, Florida ("City") is authorized to enter into contracts to perform any municipal purpose, including to conduct, perform, and render municipal functions and services; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 authorizes local government units to make the most efficient use of their powers and cooperate with other governmental units to provide services and facilities in the manner that will accord best with geographic, economic, and other factors influencing the needs and development of local communities; and

WHEREAS, this Agreement is entered into pursuant to the powers conferred by the Florida Constitution and Florida Statutes, including the Florida Interlocal Cooperation Act of 1969, for purpose of increasing residential development in the City's Southend CRA District through the sale and transfer of surplus public real property, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement approved by the governing bodies of each contracting party, namely the Board Members of the CRA and the City Council of the City of Jacksonville Beach;

NOW THEREFORE in consideration of the foregoing, the mutual benefits, promises, and undertakings of the parties to this agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

**I. Description of the Project**

To offer for sale and single-family residential development certain parcels of surplus land currently owned, or previously acquired through eminent domain, by the CRA to [re]develop as public property or for a public purpose. Pursuant to this Agreement, the following parcels shall be offered for sale on the condition that purchaser enters into a Real Estate Purchase and

Development Agreement committing to the construction and development of a single-family residence within a prescribed period of time.

**Parcels commonly referred to as the “Sunshine Court Lots”**

RE#	Description	Size	Market Value (Property Appraiser)
181417 0005	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$225,000 (2022 In Progress)
181417 0020	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$225,000 (2022 In Progress)
181417 0015	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$225,000 (2022 In Progress)
181417 0025	South Beach Replat – Sunshine Court, Jacksonville Beach	0.14 acre	\$225,000 (2022 In Progress)
181417 0010	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$225,000 (2022 In Progress)

(It should be noted that the City was designated as the owner of record for each of the Sunshine Court Lots when they were re-platted in about 2006. Notwithstanding the foregoing, the division of the sales proceeds shall also compensate the CRA in full for any expenditures of public funds for utility infrastructure, etc.)

**Parcel commonly referred to as the “Horn Court Lot”**

RE#	Description	Size	Market Value (2020 Appraisal)
180932 0000	Jacksonville Beach Heights – Horn Court, Jacksonville Beach	0.14 acre	\$239,000.00

To ensure the full return of the public funds utilized to acquire these parcels, the sale shall be through auction with rights reserved to the CRA/Owner of record to reject all bids.

**II. CRA’s Investment**

The CRA utilized Southend Tax Increment funds to acquire these parcels and make public infrastructure improvements including clearing, roadway, curbing, drainage, engineering, and associated work. The City’s Finance Department reviewed historical documents and quantified the CRA’s investment per parcel as shown in the following chart. A total of \$354,529 must be returned to the CRA upon the sale of all six (6) parcels.

RE#	Description	Size	CRA Investment
181417 0005	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$ 61,051
181417 0020	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$ 61,051
181417 0015	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$ 61,051
181417 0025	South Beach Replat – Sunshine Court, Jacksonville Beach	0.14 acre	\$ 61,051
181417 0010	South Beach Replat – Sunshine Court, Jacksonville Beach	0.15 acre	\$ 61,051
180932 0000	Jacksonville Beach Heights – Horn Court, Jacksonville Beach	0.14 acre	\$ 49,274

**III. City’s Performance**

Made whole for investments.

**IV. Approval Authority**

This Agreement shall be approved by the governing body of each of the parties. Approval shall be constituted by the majority vote of the members present and voting. Each party may

designate an individual to whom it gives its authority to execute a document on its behalf, if it is deemed necessary to effectuate the purpose of this Agreement, including the Real Estate Purchase and Development Agreement. Said designated authority shall not be construed to extend to any amendment to or modifications of this Agreement.

**V. Compensation/Revenue Share**

The sales proceeds of each parcel of land or, alternatively, from each sales transaction shall be divided between the parties as follows:

1. Full reimbursement to the CRA of its costs to acquire and improve the parcel(s).

2. The City shall receive the balance of all proceeds, which the City agrees shall fully compensate it for any contribution from the CRA toward the payment of any costs associated with the sale of the parcel(s), including the cost of auctioneering, as well as future administrative and legal costs necessitated by the possible reclamation of the subject property, including those which were unanticipated and unforeseen at the time of this Agreement. The City further agrees its receipt of the balance of the sales proceeds shall constitute full repayment by the CRA to the City for all of the costs the City has incurred to physically maintain the subject property since its acquisition by the CRA.

3. The parties agree that any amount hereunder due to the City shall be paid over and made available to it through its General Fund.

**VI. Duration of Agreement**

Unless mutually cancelled or terminated earlier, this Agreement shall commence on \_\_\_\_\_ and expire at midnight on \_\_\_\_\_. This contract shall renew for one year for up to \_\_\_\_\_ successive years. Either party may cancel or terminate this agreement upon 30 days written notice to the other party.

**VII. Notices**

Any notices given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested.

Notice to the City shall be sufficient if made or addressed to:  
City Manager  
11 North Third Street  
Jacksonville Beach, FL 32250

Notice to the CRA shall be sufficient if made or addressed to:

CRA Coordinator  
11 North Third Street  
Jacksonville Beach, FL 32250.

**VIII. Prior Agreements; Merger.**

This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire agreement between them. No representations, warranties, conditions or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be amended, altered, or modified except by an instrument in writing signed by the party sought to be charged therewith.

**IX. Governing Law.**

Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Florida.

**X. Severability.**

In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.