

Denied, pursuant to Sec. 122.605(c) 1/12/21  
Substituted & Amended 1/12/21  
Denied 1/12/21

1 Introduced by Council President at the request of the Mayor and  
2 Substituted by the Committee of the Whole and amended on the Floor  
3 of Council:

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5  
6 **ORDINANCE 2020-648-D**

7 AN ORDINANCE MAKING CERTAIN FINDINGS AND  
8 AUTHORIZING THE BORROWING FROM THE CITY'S  
9 COMMERCIAL PAPER FACILITY AND/OR ISSUANCE OF  
10 FIXED-RATE DEBT IN THE CUMULATIVE AMOUNT OF  
11 \$208,300,000 AND APPROPRIATION THEREOF TO  
12 PROVIDE FUNDING FOR THE PROJECT, DEFINED  
13 BELOW, AS INITIATED BY REVISED B.T. 21-014;  
14 PURPOSE OF APPROPRIATION; AMENDING THE 2021-  
15 2025 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM  
16 APPROVED BY ORDINANCE 2020-505-E TO PROVIDE  
17 FUNDING FOR THE PROJECTS ENTITLED "LOT J -  
18 INFRASTRUCTURE" AND "LOT J - LIVE! ARENA";  
19 AMENDING 2020-504-E, THE FY 2021 BUDGET  
20 ORDINANCE, TO REPLACE SCHEDULE B4, THE FY  
21 2020-2021 CAPITAL IMPROVEMENTS PROJECTS FUNDED  
22 VIA BORROWING, TO AUTHORIZE THE BORROWING  
23 AND/OR THE ISSUANCE OF DEBT FOR THE "LOT J -  
24 INFRASTRUCTURE", "LOT J - LIVE! ARENA" and LOT  
25 J TRUST - CITY LOAN IMPROVEMENTS; AUTHORIZING  
26 THE MAYOR, OR HIS DESIGNEE, AND CORPORATION  
27 SECRETARY TO EXECUTE AND DELIVER: (1) A  
28 DEVELOPMENT AGREEMENT ("AGREEMENT") AMONG THE  
29 CITY OF JACKSONVILLE ("CITY"), THE DOWNTOWN  
30 INVESTMENT AUTHORITY ("DIA") AND JACKSONVILLE

1 I-C PARCEL ONE HOLDING COMPANY, LLC (INCLUSIVE  
2 OF AFFILIATES OR SUBSIDIARIES, THE  
3 "DEVELOPER"), WHICH AGREEMENT PROVIDES FOR THE  
4 DESIGN, CONSTRUCTION, OWNERSHIP, USE,  
5 MANAGEMENT, OPERATIONS, COSTS AND FINANCING  
6 FOR THE DEVELOPMENT OF WHAT IS GENERALLY KNOWN  
7 AS THE LOT J SURFACE PARKING LOT TO BE  
8 COMPRISED OF: (A) APPROXIMATELY \$77,700,000 IN  
9 INFRASTRUCTURE IMPROVEMENTS TO BE FUNDED AND  
10 OWNED BY THE CITY; (B) AN APPROXIMATELY  
11 \$100,000,000 LIVE! DISTRICT ENTERTAINMENT  
12 VENUES COMPRISED OF A MINIMUM OF 75,000 SQUARE  
13 FEET OF RETAIL, SERVICE, RESTAURANT AND OTHER  
14 COMMERCIAL SPACE, AND A MINIMUM OF 35,000  
15 SQUARE FEET OF OFFICE SPACE; OF WHICH SQUARE  
16 FOOTAGE AMOUNTS REFERENCED ABOVE, A MINIMUM OF  
17 35,000 SQUARE FEET OF OFFICE SPACE AND A  
18 MINIMUM OF 40,000 SQUARE FEET OF RESTAURANT,  
19 BAR, AND ENTERTAINMENT VENUE WILL BE LOCATED  
20 WITHIN THE MAIN LIVE! COMPONENT PARCEL TO BE  
21 LOCATED IN THE NORTHEAST CORNER OF THE  
22 PROJECT, WITH CITY FUNDING IN THE MAXIMUM UP  
23 TO, NOT TO EXCEED AMOUNT OF \$50,000,000; (C)  
24 TWO MID-RISE RESIDENTIAL BUILDINGS COMPRISED  
25 OF A MINIMUM OF 350 UNITS CUMULATIVELY; (D) AN  
26 UPSCALE HOTEL WITH A MINIMUM OF 120 ROOMS; AND  
27 (E) A SURFACE PARKING LOT WITH A MINIMUM OF  
28 600 SPACES CONSTRUCTED ON THE STORM WATER  
29 DETENTION POND TO THE WEST OF LOT J AND  
30 STRUCTURED PARKING AND ADDITIONAL SURFACE  
31 SPACES WITH A MINIMUM OF 600 SPACES

1 CUMULATIVELY; (2) A LEASE BETWEEN THE  
2 DEVELOPER AND THE CITY FOR THE USE, MANAGEMENT  
3 AND OPERATION OF THE LIVE! DISTRICT BY THE  
4 DEVELOPER WITH AN INITIAL TERM OF FIFTY YEARS  
5 WITH TWO TEN-YEAR EXTENSION TERMS; (3) A  
6 PARKING AGREEMENT FOR THE MANAGEMENT OF  
7 PARKING IN THE PROJECT AND THE SURFACE PARKING  
8 LOTS C, D, M, N AND P; (4) A LOAN AGREEMENT,  
9 TRUST AGREEMENT AND RELATED DOCUMENTS FOR THE  
10 PROVISION OF A \$65,500,000 LOAN FROM THE CITY  
11 TO THE DEVELOPER WITH A MAXIMUM LOAN TERM OF  
12 FIFTY YEARS SECURED BY A DEFEASANCE TRUST; (5)  
13 AMENDMENT NUMBER 15 TO THE LEASE ("JAGUARS  
14 LEASE") AMONG THE CITY OF JACKSONVILLE, AND  
15 JACKSONVILLE JAGUARS, LLC ("JJL") (AMENDMENT  
16 NO. 15) WHICH AMENDMENT NO. 15 REMOVES PARKING  
17 LOT J AND CERTAIN OTHER PARKING SPACES WITHIN  
18 LOTS C AND D FROM THE DEMISED PREMISES UNDER  
19 THE JAGUARS LEASE, AND ADDING THE TO BE  
20 CONSTRUCTED MINIMUM OF 600 SPACE SURFACE  
21 PARKING LOT TO THE LEASE IF CONSTRUCTED; (6)  
22 ONE OR MORE QUITCLAIM DEEDS AND RELATED  
23 CLOSING DOCUMENTS CONVEYING PORTIONS OF THE  
24 APPROXIMATELY 9.24 ACRE LOT J SURFACE PARKING  
25 LOT LOCATED IN COUNCIL DISTRICT 7 AT 1406  
26 GATOR BOWL BOULEVARD TO THE DEVELOPER AT NO  
27 COST, EXCLUDING THE LIVE! PARCEL AND PUBLIC  
28 RIGHTS-OF-WAY RETAINED BY THE CITY; (7)  
29 EASEMENT AGREEMENTS TO PROVIDE FOR: (A) AN AIR  
30 RIGHTS EASEMENT TO SUPPORT THE CONSTRUCTION OF  
31 AN ELEVATED WALKWAY; AND (B) AN EASEMENT TO

1 PROVIDE ACCESS TO THE DEVELOPER TO UTILIZE THE  
2 LIVE! PLAZA TO BE CONSTRUCTED AS PART OF THE  
3 INFRASTRUCTURE IMPROVEMENTS; (8) A DEVELOPER  
4 INTEREST SALE AGREEMENT; AND (9) RELATED  
5 AGREEMENTS AND DOCUMENTS AS DESCRIBED IN THE  
6 DEVELOPMENT AGREEMENT; AUTHORIZING APPROVAL OF  
7 TECHNICAL AMENDMENTS BY THE MAYOR OR HIS  
8 DESIGNEE; WAIVING SECTION 122.434 (PROCEDURE  
9 FOR DISPOSITION OF COMMUNITY DEVELOPMENT  
10 PROPERTY), SUBPART C (COMMUNITY REDEVELOPMENT  
11 REAL PROPERTY DISPOSITIONS), PART 4 (REAL  
12 PROPERTY), CHAPTER 122 (PUBLIC PROPERTY),  
13 *ORDINANCE CODE*, TO ALLOW THE ADMINISTRATION TO  
14 PUBLISH AND EVALUATE NOTICES AND RESPONSES IN  
15 ACCORDANCE WITH SECTION 163.380, FLORIDA  
16 STATUTES; WAIVING CONFLICTING PROVISIONS OF  
17 CHAPTER 500 (COMMUNITY DEVELOPMENT - POLICIES  
18 AND PROCEDURES), *ORDINANCE CODE*, SPECIFICALLY  
19 SECTIONS 500.104 (EXERCISE OF POWERS BY THE  
20 DOWNTOWN INVESTMENT AUTHORITY), 500.108  
21 (AGENCY POWERS) AND 500.110 (SALE AND DISPOSAL  
22 OF PROPERTY IN COMMUNITY REDEVELOPMENT AREA),  
23 TO ALLOW CITY COUNCIL TO APPROVE THE  
24 LEGISLATION AND AUTHORIZE THE AGREEMENT;  
25 WAIVING PROVISIONS OF SECTION 55.108 (2), (4),  
26 (8), (9), (10), (14) (20), (23) AND (24)  
27 (POWERS AND DUTIES), CHAPTER 55 (DOWNTOWN  
28 INVESTMENT AUTHORITY), *ORDINANCE CODE*, TO  
29 ALLOW CITY COUNCIL TO EXERCISE THOSE POWERS  
30 FOR THE AGREEMENTS AND FUNCTIONS OF THE  
31 LEGISLATION; WAIVING SECTION 55.115

1 (PROCEDURES FOR ACQUISITION AND DISPOSITION OF  
2 DOWNTOWN PROPERTY), CHAPTER 55 (DOWNTOWN  
3 INVESTMENT AUTHORITY), *ORDINANCE CODE*, TO  
4 ALLOW FOR DISPOSITION OF PROPERTY TO BE  
5 APPROVED BY ACTION OF THIS LEGISLATION;  
6 WAIVING SECTION 55.116 (PUBLIC PARKING),  
7 CHAPTER 55 (DOWNTOWN INVESTMENT AUTHORITY),  
8 *ORDINANCE CODE*, TO ALLOW APPROVAL OF THE  
9 PARKING AGREEMENT; WAIVING PROVISIONS OF  
10 CHAPTER 126, (PROCUREMENT CODE), *ORDINANCE*  
11 *CODE*, WITH RESPECT TO THE PROJECT, AND TO  
12 ALLOW THE CITY TO DIRECTLY PURCHASE CERTAIN  
13 ITEMS SPECIFIED IN THE DEVELOPMENT AGREEMENT;  
14 ESTABLISHING REQUIREMENTS FOR ITEMS TO BE  
15 PURCHASED; PROVIDING A STATEMENT OF INTENT TO  
16 COMPLY WITH TREASURY REGULATIONS; AMENDING  
17 CHAPTER 191 (SPECIAL EVENTS AND A. PHILIP  
18 RANDOLPH ENTERTAINMENT DISTRICT), PART 1  
19 (SPECIAL EVENTS), SECTION 191.103 (SPECIAL  
20 EVENT PERMIT REQUIRED), *ORDINANCE CODE*, TO  
21 ALLOW FOR EVENTS AT THE LIVE! DISTRICT WITHOUT  
22 REQUIRING SPECIAL EVENTS PERMITS, SUBJECT TO  
23 COMPLIANCE WITH PUBLIC SAFETY STANDARDS AND  
24 OTHER REQUIREMENTS; AMENDING CHAPTER 154  
25 (ALCOHOLIC BEVERAGES), PART 1 (IN GENERAL),  
26 SECTION 154.107 (SALE AND CONSUMPTION OF  
27 ALCOHOLIC BEVERAGES IN MUNICIPAL PARKS OR ON  
28 CITY-OWNED OR -LEASED PROPERTY; PENALTY),  
29 *ORDINANCE CODE*, TO ALLOW FOR THE CONSUMPTION  
30 OF ALCOHOLIC BEVERAGES ON CITY OWNED PROPERTY;  
31 AUTHORIZING A MARKET RATE RECAPTURE ENHANCED

1 VALUE (REV) GRANT NOT TO EXCEED \$12,500,000 IN  
2 CONNECTION WITH THE RESIDENTIAL COMPONENT OF  
3 THE PROJECT; AUTHORIZING A \$12,500,000  
4 COMPLETION GRANT PAYABLE IN EQUAL INSTALLMENTS  
5 OVER A FIVE YEAR TERM UPON COMPLETION OF THE  
6 HOTEL COMPONENT OF THE PROJECT; PROVIDING FOR  
7 OVERSIGHT OF THE CONSTRUCTION PROJECT BY THE  
8 DEPARTMENT OF PUBLIC WORKS AND THE CHIEF  
9 ADMINISTRATIVE OFFICER OF THE CITY; PROVIDING  
10 OVERSIGHT OF THE AGREEMENTS BY THE OFFICE OF  
11 THE MAYOR; PROVIDING FOR A REPORTING  
12 REQUIREMENT; PROVIDING AN EFFECTIVE DATE.

13  
14 **WHEREAS**, the City of Jacksonville ("City") is the owner of the  
15 Stadium currently known as TIAA Bank Field, home to the  
16 Jacksonville Jaguars ("JFL"), as well as certain surface parking  
17 lots in the vicinity of the Stadium, and leases the Stadium and  
18 certain surface parking lots to JFL pursuant to the lease between  
19 the City and JFL dated September 7, 1993 (as amended, the "Jaguars  
20 Lease"); and

21 **WHEREAS**, Jacksonville I-C Parcel One Holding Company, LLC (the  
22 "Developer"), a partnership between The Cordish Companies and Gecko  
23 Investments, LLC, an affiliate of the Jacksonville Jaguars, has  
24 approached the City and desire to create a transformational new  
25 neighborhood on a parcel of land commonly known as the Lot J  
26 surface parking lot ("Lot J") adjacent to the Stadium in downtown  
27 Jacksonville that will position the City of Jacksonville to attract  
28 events of national and international significance, and serve as a  
29 catalyst for further development downtown; and

30 **WHEREAS**, after conveyance of the applicable portions of Lot J  
31 to the Developer, the Developer intends to construct: (i) Live!

1 Entertainment venues to be owned by the City and leased to the  
2 Developer comprised of a minimum of 75,000 square feet of retail,  
3 service, restaurant and other commercial space, and a minimum of  
4 35,000 square feet of office space. Of the foregoing square footage  
5 amounts referenced herein, a minimum of 35,000 square feet of  
6 office space and a minimum of 40,000 square feet of restaurant,  
7 bar, and entertainment venue will be located within the main Live!  
8 Component parcel to be located in the northeast corner of the  
9 Project ; (ii) two luxury mid-rise residential buildings with a  
10 minimum of 350 rental units with structure or surface parking;  
11 (iii) an upscale luxury hotel with a minimum of 120 rooms; (iv) a  
12 surface parking lot with a minimum of 600 spaces above the storm  
13 water detention pond to the west of Lot J; and (v) certain  
14 infrastructure improvements to serve the Project (collectively, the  
15 "Project"); the Developer may elect to convey the Hotel parcel to a  
16 third-party hotel developer as set forth in the Development  
17 Agreement; and

18 **WHEREAS**, the estimated cost of the Project is \$450,300,000  
19 with City's financial contributions to the Project to consist of:  
20 (i) a maximum, up-to amount of \$50,000,000 towards the costs of the  
21 Live! Entertainment venues funded on a 50/50 basis with the  
22 Developer; (ii) \$77,700,000 in infrastructure improvements to be  
23 owned by the City, inclusive of surface and structure parking,  
24 utilities and rights-of-way; (iii) an up to \$65,500,000 no-interest  
25 loan from the City with a term of up to 50 years, secured by the  
26 funds held and invested in a defeasance trust; (iv) a \$12,500,000  
27 Market Rate REV Grant; and (v) a hotel completion grant in the  
28 amount of \$12,500,000; the Developer is responsible for all cost  
29 overruns, with the exception that any cost overruns related to  
30 environmental remediation work and subsurface conditions on Lot J  
31 or the stormwater detention pond will be reimbursed by the City in

1 the up-to, maximum amount of \$15,100,000, with the Developer  
2 responsible for any such costs in excess of such amount, and the  
3 City agrees to provide the initial funding for the City financial  
4 contribution from its Commercial Paper Facility and/or the issuance  
5 of debt; and

6 **WHEREAS**, the Developer desires to construct the Project as  
7 contemplated by the Development Agreement; and

8 **WHEREAS**, upon substantial completion of the Live! Component,  
9 the City will enter into a lease agreement (the "Live! Lease") with  
10 the Developer or Developer subsidiary for the use and operation of  
11 the Live! Entertainment venues, and also into a parking agreement  
12 with the Developer or Developer subsidiary for the use and  
13 management of parking within the Project and the Lots C, D, M, N  
14 and P surface parking lots within the sports and entertainment  
15 complex; and

16 **WHEREAS**, the City has reviewed the term sheet submitted by the  
17 Developer attached hereto as **Exhibit 1** for community development,  
18 and negotiated the Development Agreement and related documents and,  
19 based upon the terms of the Development Agreement, has determined  
20 the Development Agreement and the uses contemplated therein to be  
21 in the public interest, and has determined that the public actions  
22 and financial assistance contemplated in the Development Agreement  
23 take into account and give consideration to the long-term public  
24 interests and public interest benefits to be achieved by the City;  
25 and

26 **WHEREAS**, the Developer has requested the City and DIA to enter  
27 into a Development Agreement and other documents in substantially  
28 the form placed **Second Revised On File** with the Legislative  
29 Services Division; now therefore,

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

31 **Section 1. Findings.** It is hereby ascertained,



1 determined, found and declared as follows:

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

3 (b) The location of the Developer's project in Jacksonville,  
4 Florida is more particularly described in the Development Agreement.  
5 The Project is a governmental undertaking of the City for municipal  
6 purposes and will promote and further the public and municipal  
7 purposes of the City.

8 (c) Enhancement of the City's tax base and revenues, are  
9 matters of State and City policy and State and City concern in order  
10 that the State and its counties and municipalities, including the  
11 City, shall not continue to be endangered by unemployment,  
12 underemployment, economic recession, poverty, crime and disease, and  
13 consume an excessive proportion of the State and City revenues  
14 because of the extra services required for police, fire, accident,  
15 health care, elderly care, charity care, hospitalization, public  
16 housing and housing assistance, and other forms of public  
17 protection, services and facilities.

18 (d) The provision of the City's assistance as identified in  
19 the Development Agreement is necessary and appropriate to make the  
20 Project feasible; and the City's assistance is reasonable and not  
21 excessive, taking into account the needs of the Developer to make  
22 the Project economically and financially feasible, and the extent of  
23 the public benefits expected to be derived from the Project, and  
24 taking into account all other forms of assistance available.

25 (e) The Developer is qualified to carry out and complete the  
26 construction and equipping of the Project, in accordance with the  
27 Development Agreement.

28 (f) The authorizations provided by this Ordinance are for  
29 public uses and purposes for which the City may use its powers as a  
30 county, municipality and as a political subdivision of the State of  
31 Florida and may expend public funds, and the necessity in the public

1 interest for the provisions herein enacted is hereby declared as a  
2 matter of legislative determination.

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

6 **Section 2. Appropriation.** For the 2020-2021 fiscal year,  
7 within the City's budget, there are hereby appropriated the  
8 indicated sum(s) from the account(s) listed in subsection (a) to  
9 the account(s) listed in subsection (b):

10 (Revised B.T. 21-014 attached hereto as **Revised Exhibit 2** and  
11 incorporated herein)

12 (a) Appropriated from:

13 See Revised B.T. 21-014 \$208,300,000

14 (b) Appropriated to:

15 See Revised B.T. 21-014 \$208,300,000

16 (c) Explanation of Appropriation

17 The appropriation authorizes the borrowing of  
18 \$208,300,000 from the City's Commercial Paper Facility  
19 and/or the issuance of fixed-rate debt in the cumulative,  
20 maximum amount of \$208,300,000 and appropriates the funds  
21 to the Lot J Trust - City Loan, Lot J -Live! Arena and  
22 Lot J - Infrastructure components to contribute funding  
23 to the Project, defined below.

24 **Section 3. Purpose.** The purpose of the appropriation in  
25 Section 2 is to contribute funding to the Project in the following  
26 amounts: (i) a maximum, up-to amount of \$50,000,000 towards the  
27 costs of the Live! Entertainment venues funded on a 50/50 basis  
28 with the Developer; (ii) \$92,800,000 in infrastructure improvements  
29 to be owned by the City, inclusive of surface and/or structured  
30 parking, utilities and rights-of-way, which amount includes a  
31 \$15,100,000 contingency for cost overruns and certain other costs;

1 (iii) an up to \$65,500,000 no-interest loan from the City with a  
2 term of up to 50 years, secured by the funds held and invested in a  
3 defeasance trust, all as set forth on the Revised Schedule B4  
4 attached hereto as **Exhibit 3** and incorporated herein.

5 **Section 4. CIP Amendment.** Ordinance 2020-505-E, being the  
6 2021-2025 Five-Year Capital Improvement Program for the City and  
7 certain of its independent agencies, is hereby amended to increase  
8 funding for the projects entitled: (i) "Lot J - Infrastructure";  
9 and (ii) "Lot J - Live! Arena". The project is more fully described  
10 in the Project Information Sheets, attached hereto as **Exhibit 4** and  
11 **Revised Exhibit 5**, respectively, and incorporated herein by this  
12 reference. The Council finds that the deferral of this amendment of  
13 the CIP until the next annual budget and CIP review will be  
14 detrimental to the best interests of the community because such  
15 deferral will result in substantial delays to the Project. Pursuant  
16 to Section 122.605(c), *Ordinance Code*, enactment of this Ordinance  
17 requires the affirmative vote of two-thirds of the Council members  
18 present at the meeting because of the CIP amendment set forth in  
19 this Section. This ordinance shall constitute an amendment to  
20 Ordinance 2020-505-E. In all other respects, the Five-Year Capital  
21 Improvement Program approved by Ordinance 2020-505-E shall continue  
22 in full force and effect.

23 **Section 5. Amending 2020-504-E, the FY 2020-2021 Budget**  
24 **Ordinance, to replace Schedule B4 to allow for the installation of**  
25 **the Lot J - Live! Arena, Lot J - Infrastructure and Lot J Trust -**  
26 **City Loan Improvements.** 2020-504-E, the FY 2020-2021 Budget  
27 Ordinance, is hereby amended to replace Schedule B4 Capital  
28 Improvement Projects Funded Via Borrowing to add the Lot J - Live!  
29 Arena, Lot J - Infrastructure and Lot J Trust - City Loan  
30 improvements thereto. The Revised Schedule B4 is attached hereto as  
31 **Exhibit 3.**

1           **Section 6.           Authorizing the Borrowing and Appropriation of**  
2 **Funds.**     The City is hereby authorized to borrow under its  
3 Commercial Paper Program and/or issue fixed-rate debt in the  
4 cumulative, maximum amount of \$208,300,000 and such funds are  
5 hereby appropriated to fund the Project. The authorization set  
6 forth in this Section is subject to the requirements and  
7 prerequisites of the Commercial Paper Program and/or bond programs.

8           **Section 7.           Execution of Agreements.**   The Mayor, or his  
9 authorized designee, and Corporation Secretary are hereby  
10 authorized to execute and deliver: (a) a Development Agreement  
11 among the City, the Downtown Investment Authority and Jacksonville  
12 I-C Parcel One Holding Company, LLC ("Developer") substantially in  
13 the form **Second Revised On File** with the Legislative Services  
14 Division; (b) the Live! Lease agreement between the City and  
15 Developer substantially in the form **Second Revised On File** with the  
16 Legislative Services Division; (c) a Parking Agreement between the  
17 City and Developer or a Developer Subsidiary to manage vehicular  
18 parking within the Project and in surface parking lots C, D, M, N  
19 and P at the Stadium substantially in the form **Second Revised On**  
20 **File** with the Legislative Services Division; (d) a Loan Agreement,  
21 Trust Agreement and related loan documents for the provision of a  
22 \$65,500,000 no interest loan to Developer to support the Project,  
23 substantially in the form **Second Revised On File** with the  
24 Legislative Services Division; (e) an Amendment No. 15 to the  
25 Jaguars Lease to remove the Lot J surface parking lot from the  
26 Demised Premises of the Jaguars Lease substantially in the form  
27 **Second Revised On File** with the Legislative Services Division; (f)  
28 one or more quitclaim deeds and related closing documents conveying  
29 portions of the Lot J surface parking lot to the Developer or a  
30 Developer Subsidiary; (g) easement agreements granting an air  
31 rights easement to allow for construction of an elevated walkway

1 and an access easement for the Developer to utilize the Live! Plaza  
2 to be owned by the City and constructed as part of the  
3 Infrastructure Improvements; and (h) a Developer interest sale  
4 agreement, all substantially in the form **Second Revised On File**  
5 with the Legislative Services Division, and related agreements and  
6 documents as described in the Development Agreement (with such  
7 "technical" changes as herein authorized). The foregoing  
8 agreements are collectively referred to as the "Agreements".

9 The Agreements may include such additions, deletions and  
10 changes as may be reasonable, necessary and incidental for carrying  
11 out the purposes thereof, as may be acceptable to the Mayor, or his  
12 designee, with such inclusion and acceptance being evidenced by  
13 execution of the Agreement by the Mayor or his designee. No  
14 modification to the Agreement may increase the financial obligations  
15 or the liability to the City and any such modification shall be  
16 technical only and shall be subject to appropriate legal review and  
17 approval of the Office of General Counsel and all other appropriate  
18 action required by law ("technical" is herein defined as including,  
19 but not limited to, changes in legal descriptions and surveys,  
20 descriptions of infrastructure improvements and/or any road project,  
21 ingress and egress, easements and rights of way, performance  
22 schedules, design standards, access and site plan, which have no  
23 financial impact). No performance schedule can be extended for  
24 greater than one year without City Council approval.

25 **Section 8. Waiving Section 122.434 (Procedure for**  
26 **disposition of Community Development Property), Subpart C**  
27 **(Community Redevelopment Real Property Dispositions), Part 4 (Real**  
28 **Property), Chapter 122 (Public Property), Ordinance Code.** The  
29 provisions of Section 122.434 (Procedure for disposition of  
30 Community Development Property), Subpart C (Community Redevelopment  
31 Real Property Dispositions), Part 4 (Real Property), Chapter 122

1 (Public Property), *Ordinance Code*, are hereby waived as to the  
2 requirement that the DIA publish and evaluate a notice for  
3 conveyance of the City-owned property. A waiver of Section 122.434,  
4 Subpart C, Part 4, Chapter 122, *Ordinance Code*, is needed because  
5 the Administration will publish and evaluate the notices and  
6 responses in accordance with Chapter 163.380, *Florida Statutes*.

7 **Section 9. Waiving Conflicting Provisions of Chapter 500**  
8 **(Community Redevelopment - Policies and Procedures), *Ordinance***  
9 ***Code*.** The conflicting provisions of Chapter 500 (Community  
10 Redevelopment - Policies and Procedures), *Ordinance Code*,  
11 specifically Sections 500.104 (Exercise of powers by the Downtown  
12 Investment Authority), 500.108 (Agency Powers) and 500.110 (Sale  
13 and disposal of property in community redevelopment area), are  
14 hereby waived as to the requirement that policies and procedures  
15 that were delegated to the DIA by City Council are being approved  
16 by City Council in this legislation. A waiver of the conflicting  
17 provisions of Chapter 500, *Ordinance Code*, specifically Sections  
18 500.104, 500.108 and 500.110, is needed for City Council to approve  
19 the legislation and authorize the Agreement.

20 **Section 10. Waiving Provisions of Section 55.108 (2), (4),**  
21 **(8), (9), (10), (14), (20), (23) and (24) (Powers and Duties),**  
22 **Chapter 55 (Downtown Investment Authority), *Ordinance Code*.** The  
23 provisions of Section 55.108 (2), (4), (8), (9), (10), (14), (20),  
24 (23) and (24) (Powers and Duties), Chapter 55 (Downtown Investment  
25 Authority), *Ordinance Code*, are hereby waived as to the requirement  
26 that DIA Board have the delegated powers from City Council. A  
27 waiver of the provisions of Section 55.108 (2), (4), (8), (9),  
28 (10), (14), (20), (23) and (24), Powers and Duties, Chapter 55,  
29 *Ordinance Code*, is needed because City Council is exercising those  
30 powers for the agreements and functions of this Ordinance.

31 **Section 11. Waiving Section 55.115 (Procedures for**

1 **acquisition and disposition of Downtown Property), Chapter 55**  
2 **(Downtown Investment Authority), Ordinance Code.** The provisions of  
3 Section 55.115 (Procedures for acquisition and disposition of  
4 Downtown Property), Chapter 55 (Downtown Investment Authority),  
5 *Ordinance Code*, are hereby waived as to the requirement that  
6 establishes the procedures for the DIA for the disposition of  
7 downtown property. A waiver of Section 55.115, Chapter 55,  
8 *Ordinance Code*, is needed because the disposition is being approved  
9 by action of this legislation.

10 **Section 12. Waiving Section 55.116 (Public Parking),**  
11 **Chapter 55 (Downtown Investment Authority), Ordinance Code.** The  
12 provisions of Section 55.116 (Public Parking), Chapter 55 (Downtown  
13 Investment Authority), *Ordinance Code*, are hereby waived as to the  
14 requirement that the Office of Public parking will be responsible  
15 for all parking lots, parking garages and facilities. A waiver of  
16 Section 55.116, Chapter 55, *Ordinance Code*, is needed because  
17 approval of the parking agreement is being approved in this  
18 legislation.

19 **Section 13. Chapter 126 (Procurement Code), Ordinance Code**  
20 **Waived.** The provisions of Chapter 126, Ordinance Code, are hereby  
21 waived for the Project, except that this Section shall not waive  
22 any portion of Chapter 126, Ordinance Code, pertaining to the  
23 Jacksonville Small Emerging Business Program. Further, the City is  
24 authorized to purchase directly certain items specified in the  
25 pricing proposals for the construction materials and improvements  
26 for the Project. Said items to be purchased shall be determined by  
27 the Chief of Procurement with the advice of the Director of Public  
28 Works in accordance with Section 14 of this Ordinance.

29 **Section 14. Requirements for Items to be Purchased.**  
30 Whenever items to be used in such construction projects are to be  
31 purchased directly by the City pursuant to this Ordinance, the

1 following requirements shall be met:

2 (a) The purchase shall be in the City's name with ownership  
3 of such items upon receipt vested in the City; and

4 (b) The purchase shall be by a City Purchase Order or other  
5 City document and shall be directly funded by the City; and

6 (c) The vendor/supplier shall invoice the City directly for  
7 payment which shall be made directly by the City to the  
8 vendor/supplier; and

9 (d) The City's Purchase Order or other document shall clearly  
10 state the purchase is exempt from Sales Tax pursuant to the City's  
11 Sale and Use Tax Exemption Certificate; and

12 (e) The City may provide Builders Risk Insurance to protect  
13 against the loss of such items and to evidence the City's liability  
14 therefore, or alternatively may require Developer's contractor to  
15 provide insurance naming the City as the additional insured and  
16 direct loss payee; and

17 (f) Acknowledgement of receipt of the item and approval of  
18 payment shall be documented by an official of the City or an  
19 authorized agent of the City.

20 **Section 15. Treasury Regulation Compliance.** Pursuant to  
21 the Development Agreement the Developer is making a Developer  
22 contribution to the Live! Entertainment venue in the approximate  
23 amount of \$50,000,000 (the "Developer Contribution") towards the  
24 cost of construction of the Live! Entertainment venues component of  
25 the Project. The City hereby expresses its official intent  
26 pursuant to Code of Federal Regulations Title 26, section 1.141-  
27 4(c)(3)(v) that such Developer Contribution will be allocated to  
28 costs of the Project funded by equity.

29 **Section 16. Amending Chapter 191 (Special Events and A.**  
30 **Philip Randolph Entertainment District), Part 1 (Special Events),**  
31 **Ordinance Code.**



1 Chapter 191 (Special Events and Entertainment District), Part  
2 1 (Special Events), *Ordinance Code*, is hereby amended to read as  
3 follows:

4 **CHAPTER 191. SPECIAL EVENTS AND A. PHILIP RANDOLPH ENTERTAINMENT**  
5 **DISTRICT.**

6 \* \* \*

7 **PART 1. SPECIAL EVENTS**

8 \* \* \*

9 **Sec. 191.103. - Special event permit required.**

10 \* \* \*

11 (b) The following events shall be exempt from the permit  
12 requirements of 191.103(a):

13 \* \* \*

14 (2) Any gathering, athletic, sporting, cultural or  
15 entertainment event at the Jacksonville Veterans  
16 Memorial Arena, football stadium (currently, TIAA  
17 BankEverbank—Field), the Equestrian Center at the  
18 former Cecil Field, Metropolitan Park, Hanna Park,  
19 Huguenot Park, Unity Plaza Park, Amphitheater,  
20 Covered Flex Field, or—the Baseball Grounds of  
21 Jacksonville, or the Live! Entertainment District  
22 venues located on the surface parking lot commonly  
23 known as Lot J adjacent to the football stadium;

24 \* \* \*

25 **Section 17. Amending Chapter 154 (Alcoholic Beverages),**  
26 **Part 1 (In General), Section 154.107 (Sale and consumption of**  
27 **alcoholic beverages in municipal parks or on City-owned or -leased**  
28 **property; penalty) Ordinance Code.**

29 Chapter 154 (Alcoholic Beverages) Part 1 (In General), Section  
30 154.107 (Sale and consumption of alcoholic beverages in municipal

1 parks or on City-owned or -leased property; penalty) Ordinance  
2 Code, is hereby amended to read as follows:

3 **CHAPTER 154. ALCOHOLIC BEVERAGES.**

4 \* \* \*

5 **PART 1. IN GENERAL**

6 \* \* \*

7 **Sec. 154.107. Sale and consumption of alcoholic beverages in**  
8 **municipal parks or on City-owned or -leased property; penalty.**

9 \* \* \*

10 (c) Alcoholic beverages, which have been purchased or served  
11 from a City-owned or -leased location, may be sold, served and  
12 consumed at any time at the following locations:

13 \* \* \*

14 (21) the Live! Entertainment District venues located on the  
15 former Stadium surface parking lot commonly known as Lot J.

16 (22±) Any other property owned or leased by the City where the  
17 Mayor, or his authorized designee, determines that the sale,  
18 service or consumption of alcoholic beverages would be in the best  
19 interest of the City. The best interest of the City means that the  
20 Mayor, or his designee, has reviewed the following factors and  
21 determined that their net overall impact is beneficial to the City  
22 and the public as a whole:

23 \* \* \*

24 (i) Alcoholic beverages, whether purchased or served from a  
25 City-owned or -leased location or not, may be consumed within the  
26 Sports Complex Area (Figure 1) during the Event Period at the  
27 following events:

28 \* \* \*

29 (15) TIAA Bank Field~~Alltel Stadium~~ events;

30 (17) Special Events at the Live! Entertainment District  
31 located on the former football stadium surface parking lot commonly

1 known as Lot J.

2 (187) Any other events at City facilities within the Sports  
3 Complex Area the Council of the City deems special.

4 The "TIAA Bank Field~~Alltel Stadium Event~~ Period" means the  
5 time period running from 8:00 a.m. the day before an event to 11:59  
6 p.m. the day after the event. The provisions of Section 154.108 are  
7 waived during this time period.

8 \* \* \*

9 **Section 18. Authorizing a Market Rate REV Grant in excess**  
10 **of 15 years pursuant to the DIA Bid Plan.** The DIA Bid Plan ("Bid  
11 Plan") authorized by 2014-560-E authorizes a maximum of a 75%  
12 Market Rate Multi-Family Housing REV Grant for a maximum period of  
13 15 years. The Bid Plan contemplates that to the extent a REV Grant  
14 term in excess of 15 years is desired, City Council approval is  
15 required. City Council waives the provisions of the Bid Plan with  
16 regard to requirements for the calculation of the amount of the REV  
17 Grant and the maximum term thereof, and hereby authorizes a 75%  
18 Market Rate Multi-Family Housing REV Grant for a term of 20 years  
19 as set forth in the Development Agreement. The reason for the  
20 waivers is that the grant is necessary to make the Project  
21 financially feasible, will cause an estimated \$229,000,000 in  
22 private capital investment in the Project, and the Project will  
23 facilitate further development in the Downtown area.

24 The REV Grant in the amount not to exceed \$12,500,000, the  
25 terms of which are more specifically described in the Development  
26 Agreement, shall not be deemed to constitute a debt, liability, or  
27 obligation of the City or of the State of Florida or any political  
28 subdivision thereof within the meaning of any constitutional or  
29 statutory limitation, or a pledge of the faith and credit or taxing  
30 power of the City or of the State of Florida or any political  
31 subdivision thereof, but shall be payable solely from the funds

1 provided therefor as provided in this Section. The Development  
2 Agreement shall contain a statement to the effect that the City  
3 shall not be obligated to pay any installment of its financial  
4 assistance to the Developer except from the non-ad valorem revenues  
5 or other legally available funds provided for that purpose, that  
6 neither the faith and credit nor the taxing power of the City or of  
7 the State of Florida or any political subdivision thereof is  
8 pledged to the payment of any portion of such financial assistance,  
9 and that the Developer, or any person, firm or entity claiming by,  
10 through or under the Developer, or any other person whomsoever,  
11 shall never have any right, directly or indirectly, to compel the  
12 exercise of the ad valorem taxing power of the City or of the State  
13 of Florida or any political subdivision thereof for the payment of  
14 any portion of such financial assistance.

15 The Chief Executive Officer of the DIA, or her designee, is  
16 hereby authorized to and shall disburse the annual installments of  
17 the REV Grant to the Developer as provided in this Section in  
18 accordance with this Ordinance and the Development Agreement.

19 **Section 19. Payment of Hotel Completion Grant to**  
20 **Developer.** The City is authorized to and shall make, subject to  
21 subsequent appropriation by Council, the Completion Grant to the  
22 Developer in an amount not to exceed \$12,500,000 payable in equal  
23 installments over a five year period after substantial completion  
24 of the hotel component of the Project, pursuant to and as set forth  
25 in the Development Agreement.

26 **Section 20. Oversight Department.** The Department of Public  
27 Works and the Chief Administrative Officer shall oversee the  
28 construction project described herein.

29 **Section 21. Contract Manager.** The Mayor's Office will  
30 oversee the Agreements referenced herein.

31 **Section 22. Reporting Requirement.** The City representative

1 shall prepare and present to the City Council, a report on the  
2 implementation, progress, status and completion of Lot J, including  
3 a summary of the financing undertaken, funds expended and planning,  
4 design, right-of-way acquisition and construction as of the  
5 reporting date. In addition, said representative shall also report  
6 on areas of concern for the timely and proper completion of Lot J.  
7 Such reports shall be given on a biannual (twice a year) basis  
8 through 2027, and annually thereafter within 90 days after the end  
9 of each fiscal year.

10       **Section 23.       Effective Date.**     This Ordinance shall become  
11 effective upon signature by the Mayor or upon becoming effective  
12 without the Mayor's signature.

13  
14  
15  
16  
17 Form Approved:

18  
19                 /s/ John C. Sawyer, Jr.          

20 Office of General Counsel

21 Legislation Prepared By: John C. Sawyer, Jr.

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