

Introduced by the Council President at the request of the DIA:

**ORDINANCE 2025-396**

AN ORDINANCE MAKING CERTAIN FINDINGS AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO EXECUTE: (1) A REDEVELOPMENT AGREEMENT ("REDEVELOPMENT AGREEMENT") AMONG THE CITY OF JACKSONVILLE ("CITY"), DIA, AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ("DEVELOPER"), WHICH REDEVELOPMENT AGREEMENT PROVIDES FOR THE CONVEYANCE TO DEVELOPER OF THREE PARCELS OF CITY-OWNED REAL PROPERTY COMPRISED OF AN APPROXIMATELY 2.85 ACRE SITE OF IMPROVED REAL PROPERTY OWNED BY THE CITY HAVING AN R.E. NUMBER OF 074487 0010 (THE "801 W. BAY STREET PARCEL"); AN APPROXIMATELY 2.36 ACRE PARCEL OF UNIMPROVED LAND COMPRISED OF R.E. NUMBER 074487 0020 (THE "SITE A PARCEL"), AND AN APPROXIMATELY 1.22 ACRE PARCEL OF UNIMPROVED LAND COMPRISED OF R.E. NUMBERS 074836 0000, 074837 0000, 074838 0000, 074839 0000 AND 074840 0000 (THE "SITE B PARCEL"), ALL AT NO COST TO DEVELOPER; THE REDEVELOPMENT AGREEMENT ALSO AUTHORIZES AN OPTION TO PURCHASE APPROXIMATELY 14.38 ACRES OF CITY-OWNED REAL PROPERTY (EXCLUDING THE HISTORICAL TRAIN STATION PARCEL), COMPRISED OF A PORTION OF R.E. NUMBER 074887 0000 (THE "CONVENTION CENTER PARCEL") AT NO COST, AND ALSO AUTHORIZES AN OPTION TO PURCHASE AN APPROXIMATELY 2.13 ACRE SITE OF CITY-OWNED REAL

PROPERTY COMPRISED OF A PORTION OF R.E. NUMBER 074887 0000 (THE "TRAIN STATION PARCEL"), WITH SAID OPTIONS TO BE EXERCISED NO SOONER THAN FIVE YEARS FROM THE EFFECTIVE DATE OF THE REDEVELOPMENT AGREEMENT AND EXPIRING 20 YEARS THEREAFTER; UPON ACQUISITION OF THE PROJECT PARCELS THE REDEVELOPMENT AGREEMENT CONTEMPLATES THE DESIGN AND CONSTRUCTION OF A UNIVERSITY OF FLORIDA JACKSONVILLE CAMPUS BY DEVELOPER, COMPRISED IN PART OF THE RENOVATION OF AN EXISTING 39,000 SQUARE FOOT BUILDING, THE CONSTRUCTION OF A MINIMUM 60,000 AND 20,000 SQUARE FOOT CLASS A EDUCATION SPACE (OR A MINIMUM 80,000 SQUARE FOOT BUILDING) (COLLECTIVELY, THE "SITE A/B IMPROVEMENTS"); IF THE OPTION IS EXERCISED BY THE DEVELOPER, THE CONVENTION CENTER PARCEL WILL BE CONVEYED TO THE DEVELOPER AT NO COST, AND THE INITIAL CONVENTION CENTER IMPROVEMENTS SHALL INCLUDE A MINIMUM OF A 40,000 SQUARE FOOT CLASS A BUILDING, WITH A CONCEPTUAL MASTER PLAN FOR DEVELOPMENT OF THE ENTIRE SITE; IF EXERCISED BY DEVELOPER, THE TRAIN STATION PARCEL OPTION WILL AUTHORIZE A CONVEYANCE THEREOF TO THE DEVELOPER AND REQUIRES A MINIMUM INVESTMENT OF \$5,000,000 IN IMPROVEMENTS RELATING THERETO, ALL ON THE NORTHBANK OF THE ST. JOHNS RIVER WITHIN THE DOWNTOWN WEST NORTHBANK DOWNTOWN COMMUNITY REDEVELOPMENT AREA (COLLECTIVELY, THE "PROJECT"); (2) A QUITCLAIM DEED CONVEYING THE RESPECTIVE PARCELS OF CITY-OWNED LAND TO THE

DEVELOPER AT NO COST, WHICH INCLUDES A RIGHT OF REVERTER AND A REPURCHASE RIGHT AT FAIR MARKET VALUE IN FAVOR OF THE CITY; AND (3) RELATED DOCUMENTS AS SET FORTH IN THE REDEVELOPMENT AGREEMENT; AUTHORIZING THE FUNDING OF \$50,000,000 ("TRANCHE ONE") OF CITY FUNDING TO THE IMPROVEMENTS, ORIGINALLY AUTHORIZED BY ORDINANCE 2023-114-E, CONSISTENT WITH AND AS SET FORTH IN THE REDEVELOPMENT AGREEMENT; CONFIRMING PRIORITY OF THE TERMS AND CONDITIONS OF THE REDEVELOPMENT OVER ANY CONFLICTING TERMS IN THE TERM SHEET PREVIOUSLY AUTHORIZED BY ORDINANCE 2023-114-E; AUTHORIZING THE FUNDING OF \$50,000,000 ("TRANCHE TWO") OF CITY FUNDING TO THE IMPROVEMENTS CONSISTENT WITH AND AS SET FORTH IN THE DEVELOPMENT AGREEMENT, TO BE APPROPRIATED BY SUBSEQUENT LEGISLATION OVER A FOUR YEAR PERIOD; IF THE OPTION ON THE CONVENTION CENTER PARCEL IS AUTHORIZED, AUTHORIZING A DISBURSEMENT OF \$5,000,000 TO DEVELOPER, IF NECESSARY, TO REIMBURSE FOR COSTS ATTENDANT TO A PURCHASE OF THIRD-PARTY OWNED REAL PROPERTY ADJACENT TO THE CONVENTION CENTER PARCEL; DESIGNATING THE DIA AS CONTRACT MONITOR FOR THE REDEVELOPMENT AGREEMENT; PROVIDING FOR CITY OVERSIGHT OF THE PROJECT BY THE DIA; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATING TO THE ABOVE AGREEMENTS AND TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES TO THE DOCUMENTS; WAIVING SECTION 118.107 (NONPROFITS TO RECEIVE FUNDING THROUGH A

COMPETITIVE EVALUATED AWARD PROCESS), PART 1  
(GENERAL PROVISIONS), CHAPTER 118 (CITY GRANTS),  
*ORDINANCE CODE*, TO DIRECT CONTRACT WITH THE  
UNIVERSITY OF FLORIDA BOARD OF TRUSTEES;  
PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The University of Florida Board of Trustees (the  
"Developer") has submitted to the Downtown Investment Authority  
("DIA") a proposal to redevelop approximately 6.43 acres (and if the  
purchase options authorized hereby are exercised, an aggregate of  
22.94 acres) of City-owned real property, located in the LaVilla  
section of downtown Jacksonville, within the Downtown West Northbank  
Community Redevelopment Area; and

**WHEREAS**, the development will include the renovation of an  
approximately 39,000 square foot building, construction of new Class  
A education space of at least 80,000 square feet in the aggregate,  
and if the purchase options are exercised by the Developer, the  
construction of a minimum of an additional 40,000 square foot Class  
A building, with a conceptual master plan for additional development,  
to establish multiple graduate level programs focusing in part on  
business, engineering, health sciences and other work force oriented  
degrees, in addition to a Florida Semiconductor Institute in the  
City; and

**WHEREAS**, the City is also providing a purchase option to purchase  
each of the approximately 14.38-acre City-owned Convention Center  
Parcel and approximately 2.13 acres City-owned Train Station Parcel;  
and

**WHEREAS**, the minimum private Capital Investment for the  
Improvements is \$245,000,000; and

**WHEREAS**, the Developer is seeking: (1) the conveyance of the 801  
W. Bay Street Parcel, the Site A Parcel and the Site B Parcel from

1 the City at no cost to Developer, on which the Improvements will be  
2 constructed; (2) an aggregate of \$100,000,000 of City Funding to be  
3 applied to the cost of the Improvements, which may include the  
4 Convention Center Improvements and Train Station Improvements; a  
5 conditional \$5,000,000 reimbursement from the City to offset purchase  
6 costs of a privately held parcel of land adjacent to the Convention  
7 Center Parcel, if the Convention Center Parcel closing occurs, all  
8 in support of the Project; and

9 **WHEREAS,** pursuant to Ordinance 2023-114-E, City Council  
10 previously authorized \$50,000,000 to The University of Florida Board  
11 of Trustees to establish a graduate education center in the City, and  
12 also authorized the City to enter into a funding agreement pursuant  
13 to the term sheet authorized thereby, which did not occur, however  
14 such terms and conditions are superseded in part by the terms and  
15 conditions as set forth in the Redevelopment Agreement authorized  
16 hereby; and

17 **WHEREAS,** the DIA has considered the Developer's requests and has  
18 determined that the City funding, property conveyances, and other  
19 agreements authorized hereby will enable the Developer to construct  
20 the Project as described in the Redevelopment Agreement; and

21 **WHEREAS,** the Project is expressly identified as the LaVilla  
22 Catalyst Site Project in the CRA Plan, calling for its redevelopment  
23 as a vibrant mixed-use area expressly stating the site should be  
24 considered "appropriate for locating higher education institutions  
25 in LaVilla ...as a catalyst to nurture an academic environment  
26 Downtown."; and

27 **WHEREAS,** on February 19, 2025, the DIA Board approved  
28 resolutions 2025-02-01, 2025-02-02, 2025-02-03, and 2025-02-05  
29 (collectively, the "Resolution") to issue Notice of Dispositions, and  
30 thereafter to enter into the Redevelopment Agreement, said  
31 Resolutions in the forms placed **On File** with the Legislative Services

1 Division; and

2       **WHEREAS**, it has been determined to be in the interest of the  
3 City to enter into the Redevelopment Agreement and approve of and  
4 adopt the matters set forth in this Ordinance; now, therefore,

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

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

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

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

11       (c) The conveyance of the City parcels to the University of  
12 Florida Board of Trustees will facilitate establishing a higher  
13 educational campus and extension of the University of Florida,  
14 creating higher education opportunities expected to attract top-tier  
15 students from around the world.

16       (d) The City's assistance for the Project will enable and  
17 facilitate the Project, and the Project will improve the quality of  
18 life necessary to encourage and attract business expansion in the  
19 City.

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

21       (f) The authorizations provided by this Ordinance are for public  
22 uses and purposes for which the City may use its powers as a  
23 municipality and as a political subdivision of the State of Florida  
24 and may expend public funds, and the necessity in the public interest  
25 for the provisions herein enacted is hereby declared as a matter of  
26 legislative determination.

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

30       **Section 2. Execution of Agreements.** The Mayor (or her  
31 authorized designee) and the Corporation Secretary are hereby

1 authorized to execute and deliver the Redevelopment Agreement, Option  
2 Agreements, quitclaim deeds and related documents described in the  
3 Redevelopment Agreement (collectively, the "Agreements")  
4 substantially in the forms placed **On File** with the Legislative  
5 Services Division (with such "technical" changes as herein  
6 authorized), for the purpose of implementing the recommendations of  
7 the DIA as further described in the Redevelopment Agreement.

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

25 **Section 3. Authorizing Conveyance of 801 W. Bay Street**  
26 **Parcel, Site A Parcel and Site B Parcel (collectively, the "Parcels")**  
27 **to Developer.** The City is hereby authorized to convey the Parcels to  
28 the Developer at no cost, subject to the additional terms and  
29 conditions set forth in the Redevelopment Agreement.

30 **Section 4. Authorizing the Granting of an Option to**  
31 **Purchase the Convention Center Parcel and Train Station Parcel to**

1 **Developer.** The City is hereby authorized to grant to the Developer:  
2 (i) an Option to Purchase the Convention Center Parcel; and (ii) an  
3 Option to Purchase the Train Station Parcel and subsequently convey  
4 the same to Developer subject to the additional terms and conditions  
5 as set forth in the Redevelopment Agreement.

6 **Section 5. Authorization to disburse City funding to the**  
7 **Project; priority of Redevelopment Agreement.** The City is hereby  
8 authorized to fund \$50,000,000 of previously appropriated funding  
9 ("Tranche One") to the Project, pursuant to the terms and conditions  
10 as set forth in the Redevelopment Agreement. The City is also  
11 authorized to fund an additional \$50,000,000 of City funding to the  
12 Project ("Tranche Two"), subject to a future appropriation by Council  
13 therefor, anticipated to be appropriated in equal \$12,500,000  
14 installments over a consecutive four-year period, commencing October  
15 1, 2027. In the event of any conflict between the Redevelopment  
16 Agreement and the terms of the term sheet previously authorized  
17 pursuant to Ordinance 2023-114-E, the terms and conditions of the  
18 Redevelopment Agreement shall control.

19 **Section 6. Authorization to disburse \$5,000,000**  
20 **reimbursement payment to Developer.** Subject to a future appropriation  
21 therefor, the City is hereby authorized to disburse up to \$5,000,000  
22 to the Developer consistent with and pursuant to the terms and  
23 conditions of the Redevelopment Agreement, if necessary, to offset  
24 costs of the Developer attendant to the acquisition of a privately  
25 owned parcel of land adjacent to the Convention Center Parcel.

26 **Section 7. Waiver of Section 118.107 (Nonprofits to receive**  
27 **funding through a competitive evaluated award process), Part 13**  
28 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The  
29 provisions of Section 118.107 (Nonprofits to receive funding through  
30 a competitive evaluated award process), Part 1 (General Provisions),  
31 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow



1 for a direct contract between The University of Florida Board of  
2 Trustees and the City of Jacksonville. The City finds that the direct  
3 contract approved herein is justified because the Project will provide  
4 economic benefits to the City and its residents and promotes and  
5 furthers the public interests and the public and municipal purposes  
6 of the City.

7       **Section 8.       Designation of Authorized Official and DIA as**  
8 **Contract Monitor.** The Mayor is designated as the authorized official  
9 of the City for the purpose of executing and delivering any contracts  
10 and documents and furnishing such information, data and documents for  
11 the Agreements and related documents as may be required and otherwise  
12 to act as the authorized official of the City in connection with the  
13 Agreements, and is further authorized to designate one or more other  
14 officials of the City to exercise any of the foregoing authorizations  
15 and to furnish or cause to be furnished such information and take or  
16 cause to be taken such action as may be necessary to enable the City  
17 to implement the Agreements according to their terms. The DIA is  
18 hereby required to administer and monitor the Redevelopment Agreement  
19 and to handle the City's responsibilities thereunder, including the  
20 City's responsibilities under such agreement working with and  
21 supported by all relevant City departments.

22       **Section 9.       Oversight Department.** The DIA shall oversee the  
23 Project described herein.

24       **Section 10.       Further Authorizations.** The Mayor, or her  
25 designee, and the Corporation Secretary, are hereby authorized to  
26 execute the Agreements and all other contracts and documents and  
27 otherwise take all necessary action in connection therewith and  
28 herewith. The Chief Executive Officer of the DIA, as contract  
29 administrator, is authorized to negotiate and execute all necessary  
30 changes and amendments to the Agreements and other contracts and  
31 documents, to effectuate the purposes of this Ordinance, without

1 further Council action, provided such changes and amendments are  
2 limited to amendments that are technical in nature (as described in  
3 Section 2 hereof), and further provided that all such amendments  
4 shall be subject to appropriate legal review and approval by the  
5 General Counsel, or his or her designee, and all other appropriate  
6 official action required by law.

7       **Section 11.       Effective Date.**   This Ordinance shall become  
8 effective upon signature by the Mayor or upon becoming effective  
9 without the Mayor's signature.

10  
11 Form Approved:

12  
13 /S/ John Sawyer

14 Office of General Counsel

15 Legislation Prepared By: John Sawyer

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