

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Neighborhoods, Community Services, Public Health and
3 Safety Committee:

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6 **ORDINANCE 2024-285-E**

7 AN ORDINANCE MAKING CERTAIN FINDINGS AND
8 AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO
9 EXECUTE: (1) AN AMENDED AND RESTATED
10 REDEVELOPMENT AGREEMENT ("AMENDED REDEVELOPMENT
11 AGREEMENT") BETWEEN THE CITY OF JACKSONVILLE
12 ("CITY") AND THE DUVAL COUNTY FAIR ASSOCIATION,
13 INC. ("DCFA"); (2) AN AMENDED AND RESTATED
14 GROUND LEASE AGREEMENT ("LEASE") BETWEEN THE
15 CITY AND DCFA FOR THE LEASE OF APPROXIMATELY
16 82.37 ACRES OF CITY-OWNED LAND LOCATED GENERALLY
17 AT 13611 NORMANDY BLVD., ADJACENT TO THE
18 EQUESTRIAN CENTER, WITH AN INITIAL TERM OF
19 THIRTY YEARS WITH TWO, TEN-YEAR RENEWAL OPTIONS
20 WITH NOMINAL RENT; AND (3) RELATED AGREEMENTS AS
21 DESCRIBED IN THE AMENDED REDEVELOPMENT
22 AGREEMENT, FOR THE CONSTRUCTION BY DCFA OF AN
23 80,000 SQUARE FOOT EXPOSITION HALL AND RELATED
24 IMPROVEMENTS ("PROJECT"); AUTHORIZING A
25 \$1,500,000 CITY DEVELOPMENT LOAN TO THE
26 DEVELOPER FOR A TEN YEAR TERM WITH TWO PERCENT
27 INTEREST, TO BE APPROPRIATED BY SUBSEQUENT
28 LEGISLATION; AUTHORIZING A COMPLETION GRANT IN
29 THE AMOUNT OF \$1,500,000 UPON SUBSTANTIAL
30 COMPLETION OF THE PROJECT, TO BE APPROPRIATED BY
31 SUBSEQUENT LEGISLATION; PROVIDING FOR CITY

1 OVERSIGHT OF THE PROJECT BY THE OFFICE OF
2 ECONOMIC DEVELOPMENT; AUTHORIZING THE EXECUTION
3 OF ALL DOCUMENTS RELATING TO THE ABOVE
4 AGREEMENTS AND TRANSACTIONS, AND AUTHORIZING
5 TECHNICAL CHANGES TO THE DOCUMENTS; WAIVER OF
6 THAT PORTION OF THE PUBLIC INVESTMENT POLICY
7 ADOPTED BY ORDINANCE 2022-726-E, AS AMENDED, TO
8 AUTHORIZE THE LOAN AND COMPLETION GRANT;
9 PROVIDING AN EFFECTIVE DATE.

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11 **WHEREAS**, the City and the Duval County Fair Association, Inc.
12 ("DCFA") have previously entered into that certain Redevelopment
13 Agreement as authorized by Ordinance 2023-209-E to provide in part
14 for the ground lease from the City to DCFA of an approximately 82.37-
15 acre parcel of unimproved City-owned real property located adjacent
16 to the City's Equestrian Center in northwest Jacksonville, on which
17 DCFA will construct its new headquarters and related facilities (the
18 "Project"); and

19 **WHEREAS**, the Project will include the construction by DCFA of
20 a new exposition hall facility of approximately 80,000 square feet
21 and other related improvements; and

22 **WHEREAS**, due to increased construction costs, DCFA has
23 requested and the City has agreed to amend and restate the
24 Redevelopment Agreement ("Amended RDA") to provide: (i) an up-to
25 \$1,500,000 Completion Grant (as defined in the Amended RDA); and (ii)
26 an up-to \$1,500,000 City Development Loan (as defined in the Amended
27 RDA) to DCFA, pursuant to the terms and conditions as set forth in
28 the Amended RDA; and

29 **WHEREAS**, the City Development Loan will be for a term of ten
30 (10) years, to be disbursed pro rata with all other funding sources
31 for the Project, with payments of principal and interest at the rate

1 of two percent (2%) commencing on the first day of the month following
2 the date of the final City Development Loan disbursement; and

3 **WHEREAS**, the Completion Grant will be paid lump sum to DCFA
4 upon substantial completion of the Project in accordance with the
5 terms and conditions of the Amended RDA; and

6 **WHEREAS**, the parties also desire to amend the ground lease
7 (the "Amended Ground Lease") to shorten the term of the lease from
8 40 years to thirty years, with two, 10-year extension options, and
9 to set forth certain other requirements of the National Park Service
10 with regard to the lease of the parcel to DCFA; and

11 **WHEREAS**, the City has considered DCFA's requests and has
12 determined that the Amended RDA, Amended Ground Lease, and other
13 agreements authorized hereby will enable DCFA to construct the Project
14 as described in the Amended Redevelopment Agreement; and

15 **WHEREAS**, it has been determined to be in the interest of the
16 City to enter into the Amended Redevelopment Agreement and Amended
17 Ground Lease and approve of and adopt the matters set forth in this
18 Ordinance; now therefore

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

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

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

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

25 (c) The City's assistance for the Project will enable and
26 facilitate the Project, the Project will enhance and increase the
27 City's revenues, and the Project will improve the quality of life
28 necessary to encourage and attract business expansion in the City.

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

31 (e) DCFA is qualified to carry out the Project.

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

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

10 **Section 2. Execution of Agreements.** The Mayor (or her
11 authorized designee) and the Corporation Secretary are hereby
12 authorized to execute and deliver the Amended RDA, Amended Ground
13 Lease, and the loan documents and related documents described in the
14 Amended RDA (collectively, the "Agreements") substantially in the
15 forms placed **Revised On File** with the Legislative Services Division
16 (with such "technical" changes as herein authorized), for the purpose
17 of implementing the recommendations of the City as further described
18 in the Amended RDA.

19 The Agreements may include such additions, deletions and changes
20 as may be reasonable, necessary and incidental for carrying out the
21 purposes thereof, as may be acceptable to the Mayor, or her designee,
22 with such inclusion and acceptance being evidenced by execution of
23 the Agreements by the Mayor or her designee. No modification to the
24 Agreements may increase the financial obligations or the liability
25 of the City and any such modification shall be technical only and
26 shall be subject to appropriate legal review and approval of the
27 General Counsel, or his or her designee, and all other appropriate
28 action required by law. "Technical" is herein defined as including,
29 but not limited to, changes in legal descriptions and surveys,
30 descriptions of infrastructure improvements and/or any road project,
31 ingress and egress, easements and rights of way, performance schedules

1 (provided that no performance schedule may be extended for more than
2 one year without Council approval), design standards, access and site
3 plan, which have no financial impact.

4 **Section 3. City Development Loan Authorized.** An up-to
5 \$1,500,000 City Development Loan ("Loan") is hereby authorized, and,
6 subject to subsequent appropriation by Council, the City is authorized
7 to disburse the Loan to DCFA in accordance with the terms and
8 conditions of the Amended RDA. The Loan shall be for a term of 10
9 years with two percent (2%) interest, with payments of principal and
10 interest commencing on the first day of the month following the date
11 of the final City Development Loan disbursement.

12 **Section 4. Payment of Completion Grant to DCFA.** The
13 Completion Grant is hereby authorized, and, subject to subsequent
14 appropriation by Council, the City is authorized to disburse the
15 Completion Grant to DCFA in an amount not to exceed \$1,500,000,
16 pursuant to and as set forth in the Amended RDA.

17 **Section 5. Designation of Authorized Official; Contract**
18 **Monitor.** The Mayor is designated as the authorized official of the
19 City for the purpose of executing and delivering any contracts and
20 documents and furnishing such information, data and documents for the
21 Agreements and related documents as may be required and otherwise to
22 act as the authorized official of the City in connection with the
23 Agreements, and is further authorized to designate one or more other
24 officials of the City to exercise any of the foregoing authorizations
25 and to furnish or cause to be furnished such information and take or
26 cause to be taken such action as may be necessary to enable the City
27 to implement the Agreements according to their terms. The Department
28 of Public Works is hereby required to administer and monitor the
29 Project set forth in the Amended RDA and related agreements referenced
30 therein and to handle the City's responsibilities thereunder,
31 including the City's responsibilities under such agreements working

1 with and supported by all relevant City departments.

2 **Section 6. Oversight Department.** The Office of Economic
3 Development shall oversee the Project described herein and administer
4 the Agreements.

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

19 **Section 8. Waiver of Public Investment Policy.** The
20 requirements of the Public Investment Policy ("PIP") adopted by
21 Ordinance 2022-726-E, as amended, are waived to authorize the Loan
22 and Completion Grant outlined herein that are not authorized
23 incentives under the PIP. This waiver is justified because the Project
24 entails capital investment of \$18,000,000 for a new DCFA headquarters
25 and event space.

26 **Section 9. Effective Date.** This Ordinance shall become
27 effective upon signature by the Mayor or upon becoming effective
28 without the Mayor's signature.

1 Form Approved:

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3 /s/ Mary E. Staffopoulos

4 Office of General Counsel

5 Legislation Prepared By: John Sawyer

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