

Introduced by the Council President at the request of the DIA and amended on the Floor of Council:

**ORDINANCE 2025-396-E**

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

1 APPROXIMATELY 2.13 ACRE SITE OF CITY-OWNED REAL  
2 PROPERTY COMPRISED OF A PORTION OF R.E. NUMBER  
3 074887 0000 (THE "TRAIN STATION PARCEL"), WITH  
4 SAID OPTIONS TO BE EXERCISED NO SOONER THAN FIVE  
5 YEARS FROM THE EFFECTIVE DATE OF THE  
6 REDEVELOPMENT AGREEMENT AND EXPIRING 20 YEARS  
7 THEREAFTER; UPON ACQUISITION OF THE PROJECT  
8 PARCELS THE REDEVELOPMENT AGREEMENT  
9 CONTEMPLATES THE DESIGN AND CONSTRUCTION OF A  
10 UNIVERSITY OF FLORIDA JACKSONVILLE CAMPUS BY  
11 DEVELOPER, COMPRISED IN PART OF THE RENOVATION  
12 OF AN EXISTING 39,000 SQUARE FOOT BUILDING, THE  
13 CONSTRUCTION OF A MINIMUM 60,000 AND 20,000  
14 SQUARE FOOT CLASS A EDUCATION SPACE (OR A  
15 MINIMUM 80,000 SQUARE FOOT BUILDING)  
16 (COLLECTIVELY, THE "SITE A/B IMPROVEMENTS"); IF  
17 THE OPTION IS EXERCISED BY THE DEVELOPER, THE  
18 CONVENTION CENTER PARCEL WILL BE CONVEYED TO THE  
19 DEVELOPER AT NO COST, AND THE INITIAL CONVENTION  
20 CENTER IMPROVEMENTS SHALL INCLUDE A MINIMUM OF  
21 A 40,000 SQUARE FOOT CLASS A BUILDING, WITH A  
22 CONCEPTUAL MASTER PLAN FOR DEVELOPMENT OF THE  
23 ENTIRE SITE; IF EXERCISED BY DEVELOPER, THE  
24 TRAIN STATION PARCEL OPTION WILL AUTHORIZE A  
25 CONVEYANCE THEREOF TO THE DEVELOPER AND REQUIRES  
26 A MINIMUM INVESTMENT OF \$5,000,000 IN  
27 IMPROVEMENTS RELATING THERETO, ALL ON THE  
28 NORTHBANK OF THE ST. JOHNS RIVER WITHIN THE  
29 DOWNTOWN WEST NORTHBANK DOWNTOWN COMMUNITY  
30 REDEVELOPMENT AREA (COLLECTIVELY, THE  
31 "PROJECT"); (2) A QUITCLAIM DEED CONVEYING THE

1 RESPECTIVE PARCELS OF CITY-OWNED LAND TO THE  
2 DEVELOPER AT NO COST, WHICH INCLUDES A RIGHT OF  
3 REVERTER AND A REPURCHASE RIGHT AT FAIR MARKET  
4 VALUE IN FAVOR OF THE CITY; AND (3) RELATED  
5 DOCUMENTS AS SET FORTH IN THE REDEVELOPMENT  
6 AGREEMENT; AUTHORIZING THE FUNDING OF  
7 \$50,000,000 ("TRANCHE ONE") OF CITY FUNDING TO  
8 THE IMPROVEMENTS, ORIGINALLY AUTHORIZED BY  
9 ORDINANCE 2023-114-E, CONSISTENT WITH AND AS SET  
10 FORTH IN THE REDEVELOPMENT AGREEMENT; CONFIRMING  
11 PRIORITY OF THE TERMS AND CONDITIONS OF THE  
12 REDEVELOPMENT OVER ANY CONFLICTING TERMS IN THE  
13 TERM SHEET PREVIOUSLY AUTHORIZED BY ORDINANCE  
14 2023-114-E; AUTHORIZING THE FUNDING OF  
15 \$50,000,000 ("TRANCHE TWO") OF CITY FUNDING TO  
16 THE IMPROVEMENTS CONSISTENT WITH AND AS SET  
17 FORTH IN THE DEVELOPMENT AGREEMENT, TO BE  
18 APPROPRIATED BY SUBSEQUENT LEGISLATION OVER A  
19 FOUR YEAR PERIOD; IF THE OPTION ON THE  
20 CONVENTION CENTER PARCEL IS AUTHORIZED,  
21 AUTHORIZING A DISBURSEMENT OF \$5,000,000 TO  
22 DEVELOPER, IF NECESSARY, TO REIMBURSE FOR COSTS  
23 ATTENDANT TO A PURCHASE OF THIRD-PARTY OWNED  
24 REAL PROPERTY ADJACENT TO THE CONVENTION CENTER  
25 PARCEL; DESIGNATING THE DIA AS CONTRACT MONITOR  
26 FOR THE REDEVELOPMENT AGREEMENT; PROVIDING FOR  
27 CITY OVERSIGHT OF THE PROJECT BY THE DIA;  
28 AUTHORIZING THE EXECUTION OF ALL DOCUMENTS  
29 RELATING TO THE ABOVE AGREEMENTS AND  
30 TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES  
31 TO THE DOCUMENTS; WAIVING SECTION 118.107

1 (NONPROFITS TO RECEIVE FUNDING THROUGH A  
2 COMPETITIVE EVALUATED AWARD PROCESS), PART 1  
3 (GENERAL PROVISIONS), CHAPTER 118 (CITY GRANTS),  
4 *ORDINANCE CODE*, TO DIRECT CONTRACT WITH THE  
5 UNIVERSITY OF FLORIDA BOARD OF TRUSTEES;  
6 PROVIDING AN EFFECTIVE DATE.

7  
8 **WHEREAS**, The University of Florida Board of Trustees (the  
9 "Developer") has submitted to the Downtown Investment Authority  
10 ("DIA") a proposal to redevelop approximately 6.43 acres (and if the  
11 purchase options authorized hereby are exercised, an aggregate of  
12 22.94 acres) of City-owned real property, located in the LaVilla  
13 section of downtown Jacksonville, within the Downtown West Northbank  
14 Community Redevelopment Area; and

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

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

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

31 **WHEREAS**, the Developer is seeking: (1) the conveyance of the

1 801 W. Bay Street Parcel, the Site A Parcel and the Site B Parcel  
2 from the City at no cost to Developer, on which the Improvements will  
3 be constructed; (2) an aggregate of \$100,000,000 of City Funding to  
4 be applied to the cost of the Improvements, which may include the  
5 Convention Center Improvements and Train Station Improvements; a  
6 conditional \$5,000,000 reimbursement from the City to offset purchase  
7 costs of a privately held parcel of land adjacent to the Convention  
8 Center Parcel, if the Convention Center Parcel closing occurs, all  
9 in support of the Project; and

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

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

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

28 **WHEREAS**, on February 19, 2025, the DIA Board approved  
29 resolutions 2025-02-01, 2025-02-02, 2025-02-03, and 2025-02-05  
30 (collectively, the "Resolution") to issue Notice of Dispositions, and  
31 thereafter to enter into the Redevelopment Agreement, said

1 Resolutions in the forms placed **Second Revised On File** with the  
2 Legislative Services Division; and

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

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

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

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

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

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

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

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

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

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

31 **Section 2. Execution of Agreements.** The Mayor (or her

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

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

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

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

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

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

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



1 a competitive evaluated award process), Part 1 (General Provisions),  
2 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow  
3 for a direct contract between The University of Florida Board of  
4 Trustees and the City of Jacksonville. The City finds that the direct  
5 contract approved herein is justified because the Project will provide  
6 economic benefits to the City and its residents and promotes and  
7 furthers the public interests and the public and municipal purposes  
8 of the City.

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

24       **Section 9.       Oversight Department.** The DIA shall oversee  
25 the Project described herein.

26       **Section 10.       Further Authorizations.** The Mayor, or her  
27 designee, and the Corporation Secretary, are hereby authorized to  
28 execute the Agreements and all other contracts and documents and  
29 otherwise take all necessary action in connection therewith and  
30 herewith. The Chief Executive Officer of the DIA, as contract  
31 administrator, is authorized to negotiate and execute all necessary

1 changes and amendments to the Agreements and other contracts and  
2 documents, to effectuate the purposes of this Ordinance, without  
3 further Council action, provided such changes and amendments are  
4 limited to amendments that are technical in nature (as described in  
5 Section 2 hereof), and further provided that all such amendments  
6 shall be subject to appropriate legal review and approval by the  
7 General Counsel, or his or her designee, and all other appropriate  
8 official action required by law.

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

12  
13 Form Approved:

14  
15           /s/ Shannon MacGillis          

16 Office of General Counsel

17 Legislation Prepared By: John Sawyer

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