

1 Introduced by Council President at the request of the Mayor:
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3

4 **ORDINANCE 2020-648**

5 AN ORDINANCE MAKING CERTAIN FINDINGS AND
6 AUTHORIZING THE BORROWING FROM THE CITY'S
7 COMMERCIAL PAPER FACILITY AND/OR ISSUANCE OF
8 FIXED-RATE DEBT IN THE CUMULATIVE AMOUNT OF
9 \$208,300,000 AND APPROPRIATION THEREOF TO
10 PROVIDE FUNDING FOR THE PROJECT, DEFINED BELOW,
11 AS INITIATED BY B.T. 21-014; PURPOSE OF
12 APPROPRIATION; AMENDING THE 2021-2025 FIVE-YEAR
13 CAPITAL IMPROVEMENT PROGRAM APPROVED BY
14 ORDINANCE 2020-505-E TO PROVIDE FUNDING FOR THE
15 PROJECT ENTITLED "LOT J DEVELOPMENT
16 INFRASTRUCTURE IMPROVEMENTS"; AMENDING 2020-
17 504-E, THE FY 2021 BUDGET ORDINANCE, TO REPLACE
18 SCHEDULE B4, THE FY 2020-2021 CAPITAL
19 IMPROVEMENTS PROJECTS FUNDED VIA BORROWING, TO
20 AUTHORIZE THE BORROWING AND/OR THE ISSUANCE OF
21 DEBT FOR THE [LOT J DEVELOPMENT INFRASTRUCTURE]
22 IMPROVEMENTS; AUTHORIZING THE MAYOR, OR HIS
23 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE
24 AND DELIVER: (1) A DEVELOPMENT AGREEMENT
25 ("AGREEMENT") AMONG THE CITY OF JACKSONVILLE
26 ("CITY"), THE DOWNTOWN INVESTMENT AUTHORITY
27 ("DIA") AND JACKSONVILLE I-C PARCEL ONE HOLDING
28 COMPANY, LLC (INCLUSIVE OF AFFILIATES OR
29 SUBSIDIARIES, THE "DEVELOPER"), WHICH AGREEMENT
30 PROVIDES FOR THE DESIGN, CONSTRUCTION,
31 OWNERSHIP, USE, MANAGEMENT, OPERATIONS, COSTS

1 AND FINANCING FOR THE DEVELOPMENT OF WHAT IS
2 GENERALLY KNOWN AS THE LOT J SURFACE PARKING LOT
3 TO BE COMPRISED OF: (A) APPROXIMATELY
4 \$77,700,000 IN INFRASTRUCTURE IMPROVEMENTS TO BE
5 FUNDED AND OWNED BY THE CITY; (B) AN
6 APPROXIMATELY \$100,000,000 LIVE! DISTRICT
7 ENTERTAINMENT VENUES COMPRISED OF APPROXIMATELY
8 75,000 SQ. FT. OF RESTAURANTS AND RETAIL SPACE
9 AND APPROXIMATELY 40,000 SQ. F.T OF CLASS A
10 OFFICE SPACE, WITH CITY FUNDING IN THE MAXIMUM
11 UP TO, NOT TO EXCEED AMOUNT OF \$50,000,000; (C)
12 TWO MID-RISE RESIDENTIAL BUILDINGS COMPRISED OF
13 APPROXIMATELY 400 UNITS CUMULATIVELY; (D) AN
14 UPSCALE HOTEL WITH 150 TO 250 ROOMS; AND (E) A
15 SURFACE PARKING LOT WITH APPROXIMATELY 700
16 SPACES CONSTRUCTED ON THE STORM WATER DETENTION
17 POND TO THE WEST OF LOT J AND STRUCTURED PARKING
18 AND ADDITIONAL SURFACE SPACES TALLING 700
19 SPACES; (2) A LEASE BETWEEN THE DEVELOPER AND
20 THE CITY FOR THE USE, MANAGEMENT AND OPERATION
21 OF THE LIVE! DISTRICT BY THE DEVELOPER WITH AN
22 INITIAL TERM OF THIRTY-FIVE YEARS WITH FOUR TEN-
23 YEAR EXTENSION TERMS; (3) A PARKING AGREEMENT
24 FOR THE MANAGEMENT OF PARKING IN THE PROJECT AND
25 THE SURFACE PARKING LOTS M, N AND P; (4) A LOAN
26 AGREEMENT, TRUST AGREEMENT AND RELATED DOCUMENTS
27 FOR THE PROVISION OF A \$65,500,000 LOAN FROM THE
28 CITY TO THE DEVELOPER WITH A MAXIMUM LOAN TERM
29 OF FIFTY YEARS SECURED BY A DEFEASANCE TRUST;
30 (5) AMENDMENT NUMBER 15 TO THE LEASE ("JAGUARS
31 LEASE") AMONG THE CITY OF JACKSONVILLE, AND

1 JACKSONVILLE JAGUARS, LLC ("JJL") (AMENDMENT NO.
2 15) WHICH AMENDMENT NO. 15 REMOVES PARKING LOT
3 J FROM THE DEMISED PREMISES UNDER THE JAGUARS
4 LEASE; (6) ONE OR MORE QUITCLAIM DEEDS AND
5 RELATED CLOSING DOCUMENTS CONVEYING PORTIONS OF
6 THE APPROXIMATELY 9.24 ACRE LOT J SURFACE
7 PARKING LOT LOCATED IN COUNCIL DISTRICT 7 AT
8 1406 GATOR BOWL BOULEVARD TO THE DEVELOPER AT NO
9 COST, EXCLUDING THE LIVE! PARCEL AND PUBLIC
10 RIGHTS-OF-WAY RETAINED BY THE CITY; (7) EASEMENT
11 AGREEMENTS TO PROVIDE FOR: (A) AN AIR RIGHTS
12 EASEMENT TO SUPPORT THE CONSTRUCTION OF AN
13 ELEVATED WALKWAY; AND (B) AN EASEMENT TO PROVIDE
14 ACCESS TO THE DEVELOPER TO UTILIZE THE LIVE!
15 PLAZA TO BE CONSTRUCTED AS PART OF THE
16 INFRASTRUCTURE IMPROVEMENTS; AND (8) RELATED
17 AGREEMENTS AND DOCUMENTS AS DESCRIBED IN THE
18 DEVELOPMENT AGREEMENT; AUTHORIZING APPROVAL OF
19 TECHNICAL AMENDMENTS BY THE MAYOR OR HIS
20 DESIGNEE; WAIVING SECTION 122.434 (PROCEDURE FOR
21 DISPOSITION OF COMMUNITY DEVELOPMENT PROPERTY),
22 SUBPART C (COMMUNITY REDEVELOPMENT REAL PROPERTY
23 DISPOSITIONS), PART 4 (REAL PROPERTY), CHAPTER
24 122 (PUBLIC PROPERTY), *ORDINANCE CODE*, TO ALLOW
25 THE ADMINISTRATION TO PUBLISH AND EVALUATE
26 NOTICES AND RESPONSES IN ACCORDANCE WITH SECTION
27 163.380, FLORIDA STATUTES; WAIVING CONFLICTING
28 PROVISIONS OF CHAPTER 500 (COMMUNITY DEVELOPMENT
29 - POLICIES AND PROCEDURES), *ORDINANCE CODE*, TO
30 ALLOW CITY COUNCIL TO APPROVE THE LEGISLATION
31 AND AUTHORIZE THE AGREEMENT; WAIVING PROVISIONS

1 OF SECTION 55.108 (2), (4), (8), (9), (10), (14)
2 AND (20) (POWERS AND DUTIES), CHAPTER 55
3 (DOWNTOWN INVESTMENT AUTHORITY), *ORDINANCE*
4 *CODE*, TO ALLOW CITY COUNCIL TO EXERCISE THOSE
5 POWERS FOR THE AGREEMENTS AND FUNCTIONS OF THE
6 LEGISLATION; WAIVING SECTION 55.115 (PROCEDURES
7 FOR ACQUISITION AND DISPOSITION OF DOWNTOWN
8 PROPERTY), CHAPTER 55 (DOWNTOWN INVESTMENT
9 AUTHORITY), *ORDINANCE CODE*, TO ALLOW FOR
10 DISPOSITION OF PROPERTY TO BE APPROVED BY ACTION
11 OF THIS LEGISLATION; WAIVING SECTION 55.116
12 (PUBLIC PARKING), CHAPTER 55 (DOWNTOWN
13 INVESTMENT AUTHORITY), *ORDINANCE CODE*, TO ALLOW
14 APPROVAL OF THE PARKING AGREEMENT; WAIVING
15 PROVISIONS OF CHAPTER 126, (PROCUREMENT CODE),
16 *ORDINANCE CODE*, WITH RESPECT TO THE PROJECT, AND
17 TO ALLOW THE CITY TO DIRECTLY PURCHASE CERTAIN
18 ITEMS SPECIFIED IN THE DEVELOPMENT AGREEMENT;
19 INVOKING THE EXCEPTION TO CHAPTER 126.107(G), TO
20 ALLOW THE CITY TO DIRECTLY CONTRACT WITH VENDORS
21 FOR THE PURCHASE OF MATERIALS AS NECESSARY FOR
22 THE INFRASTRUCTURE IMPROVEMENTS TO BE OWNED BY
23 THE CITY; ESTABLISHING REQUIREMENTS FOR ITEMS TO
24 BE PURCHASED; PROVIDING A STATEMENT OF INTENT TO
25 COMPLY WITH TREASURY REGULATIONS; AMENDING
26 CHAPTER 191 (SPECIAL EVENTS AND ENTERTAINMENT
27 DISTRICT), PART 1 (SPECIAL EVENTS), SECTION
28 191.103 (SPECIAL EVENT PERMIT REQUIRED),
29 *ORDINANCE CODE*, TO ALLOW FOR EVENTS AT THE LIVE!
30 DISTRICT WITHOUT REQUIRING SPECIAL EVENTS
31 PERMITS, SUBJECT TO COMPLIANCE WITH PUBLIC

1 SAFETY STANDARDS AND OTHER REQUIREMENTS;
2 AMENDING CHAPTER 154 (ALCOHOLIC BEVERAGES), PART
3 1 (IN GENERAL), SECTION 154.107 (SALE AND
4 CONSUMPTION OF ALCOHOLIC BEVERAGES IN MUNICIPAL
5 PARKS OR ON CITY-OWNED OR -LEASED PROPERTY;
6 PENALTY), *ORDINANCE CODE*, TO ALLOW FOR THE
7 CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY OWNED
8 PROPERTY; AUTHORIZING A MARKET RATE RECAPTURE
9 ENHANCED VALUE (REV) GRANT NOT TO EXCEED
10 \$12,500,000 IN CONNECTION WITH THE RESIDENTIAL
11 COMPONENT OF THE PROJECT; AUTHORIZING A
12 \$12,500,000 COMPLETION GRANT PAYABLE IN EQUAL
13 INSTALLMENTS OVER A FIVE YEAR TERM UPON
14 COMPLETION OF THE HOTEL COMPONENT OF THE
15 PROJECT; PROVIDING FOR OVERSIGHT OF THE
16 CONSTRUCTION PROJECT BY THE DEPARTMENT OF PUBLIC
17 WORKS AND THE CHIEF ADMINISTRATIVE OFFICER OF
18 THE CITY; PROVIDING OVERSIGHT OF THE AGREEMENTS
19 BY THE SPORTS AND ENTERTAINMENT OFFICE;
20 PROVIDING AN EFFECTIVE DATE.

21
22 **WHEREAS**, the City of Jacksonville ("City") is the owner of the
23 Stadium currently known as TIAA Bank Field, home to the Jacksonville
24 Jaguars ("JJL"), as well as certain surface parking lots in the
25 vicinity of the Stadium, and leases the Stadium and certain surface
26 parking lots to JJL pursuant to the lease between the City and JJL
27 dated September 7, 1993 (as amended, the "Jaguars Lease"); and

28 **WHEREAS**, Jacksonville I-C Parcel One Holding Company, LLC (the
29 "Developer"), a partnership between The Cordish Companies and Gecko
30 Investments, LLC, an affiliate of the Jacksonville Jaguars, has
31 approached the City and desire to create a transformational new

1 neighborhood on a parcel of land commonly known as the Lot J surface
2 parking lot ("Lot J") adjacent to the Stadium in downtown Jacksonville
3 that will position the City of Jacksonville to attract events of
4 national and international significance, and serve as a catalyst for
5 further development downtown; and

6 **WHEREAS**, after conveyance of the applicable portions of Lot J
7 to the Developer, the Developer intends to construct: (i) Live!
8 Entertainment venues to be owned by the City and leased to the
9 Developer comprised of approximately 75,000 sq. ft. of restaurants,
10 service and retail space and 40,000 sq. ft. of Class A office space;
11 (ii) two luxury mid-rise residential buildings with a total of 400
12 rental units with structure or surface parking; (iii) an upscale
13 luxury hotel with 150 to 250 rooms; (iv) a surface parking lot of 700
14 spaces above the storm water detention pond to the west of Lot J; and
15 (v) certain infrastructure improvements to serve the Project
16 (collectively, the "Project"); the Developer may elect to convey the
17 Hotel parcel to a third-party hotel developer as set forth in the
18 Development Agreement; and

19 **WHEREAS**, the estimated cost of the Project is \$445,000,000 with
20 City's financial contributions to the Project to consist of: (i) a
21 maximum, up-to amount of \$50,000,000 towards the costs of the Live!
22 Entertainment venues funded on a 50/50 basis with the Developer; (ii)
23 \$77,700,000 in infrastructure improvements to be owned by the City,
24 inclusive of surface and structure parking, utilities and rights-of-
25 way; (iii) an up to \$65,500,000 no-interest loan from the City with
26 a term of up to 50 years, secured by the funds held and invested in
27 a defeasance trust; (iv) a \$12,500,000 Market Rate REV Grant; and (v)
28 a hotel completion grant in the amount of \$12,500,000; the Developer
29 is responsible for all cost overruns, with the exception that any
30 cost overruns on improvements to be owned by the City will be
31 reimbursed by the City in the up-to, maximum amount of \$15,100,000,

1 with the Developer responsible for any cost overruns on City-owned
2 improvements in excess of such amount, and any project savings on the
3 hotel and the residential components being shared equally between the
4 Developer and the City as further detailed in the Development
5 Agreement, and the City agrees to provide the initial funding for the
6 City financial contribution from its Commercial Paper Facility and/or
7 the issuance of debt; and

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

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

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

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

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

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

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

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

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

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

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

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

1 legislative determination.

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

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

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

10 (a) Appropriated from:

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

12 (b) Appropriated to:

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

14 (c) Explanation of Appropriation

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

22 **Section 3. Purpose.** The purpose of the appropriation in
23 Section 2 is to contribute funding to the Project in the following
24 amounts: (i) a maximum, up-to amount of \$50,000,000 towards the costs
25 of the Live! Entertainment venues funded on a 50/50 basis with the
26 Developer; (ii) \$92,800,000 in infrastructure improvements to be
27 owned by the City, inclusive of surface and/or structured parking,
28 utilities and rights-of-way, which amount includes a \$15,100,000
29 contingency for cost overruns and certain other costs; (iii) an up
30 to \$65,500,000 no-interest loan from the City with a term of up to
31 50 years, secured by the funds held and invested in a defeasance

1 trust, all as set forth on the Revised Schedule B4 attached hereto
2 as **Exhibit 3** and incorporated herein.

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

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

27 **Section 6. Authorizing the Borrowing and Appropriation of**
28 **Funds.** The City is hereby authorized to borrow under its Commercial
29 Paper Program and/or issue fixed-rate debt in the cumulative, maximum
30 amount of \$208,300,000 and such funds are hereby appropriated to fund
31 the Project. The authorization set forth in this Section is subject

1 to the requirements and prerequisites of the Commercial Paper Program
2 and/or bond programs.

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

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

17 **Section 8. Waiving Section 122.434 (Procedure for**
18 **disposition of Community Development Property), Subpart C (Community**
19 **Redevelopment Real Property Dispositions), Part 4 (Real Property),**
20 **Chapter 122 (Public Property), Ordinance Code.** The provisions of
21 Section 122.434 (Procedure for disposition of Community Development
22 Property), Subpart C (Community Redevelopment Real Property
23 Dispositions), Part 4 (Real Property), Chapter 122 (Public Property),
24 *Ordinance Code*, are hereby waived as to the requirement that the DIA
25 publish and evaluate a notice for conveyance of the City-owned
26 property. A waiver of Section 122.434, Subpart C, Part 4, Chapter
27 122, *Ordinance Code*, is needed because the Administration will publish
28 and evaluate the notices and responses in accordance with Chapter
29 163.380, *Florida Statutes*.

30 **Section 9. Waiving Conflicting Provisions of Chapter 500**
31 **(Community Redevelopment - Policies and Procedures), Ordinance Code.**

1 The conflicting provisions of Chapter 500 (Community Redevelopment -
2 Policies and Procedures), *Ordinance Code*, are hereby waived as to the
3 requirement that policies and procedures that were delegated to the
4 DIA by City Council are being approved by City Council in this
5 legislation. A waiver of the conflicting provisions of Chapter 500,
6 *Ordinance Code*, is needed for City Council to approve the legislation
7 and authorize the Agreement.

8 **Section 10. Waiving Provisions of Section 55.108 (2), (4),**
9 **(8), (9), (10), (14), and (20) (Powers and Duties), Chapter 55**
10 **(Downtown Investment Authority), *Ordinance Code*.** The provisions of
11 Section 55.108 (2), (4), (8), (9), (10), (14), and (20) (Powers and
12 Duties), Chapter 55 (Downtown Investment Authority), *Ordinance Code*,
13 are hereby waived as to the requirement that DIA Board have the
14 delegated powers from City Council. A waiver of the provisions of
15 Section 55.108 (2), (4), (8), (9), (10), (14), and (20), Chapter 55,
16 *Ordinance Code*, is needed because City Council is exercising those
17 powers for the agreements and functions of this Ordinance.

18 **Section 11. Waiving Section 55.115 (Procedures for**
19 **acquisition and disposition of Downtown Property), Chapter 55**
20 **(Downtown Investment Authority), *Ordinance Code*.** The provisions of
21 Section 55.115 (Procedures for acquisition and disposition of
22 Downtown Property), Chapter 55 (Downtown Investment Authority),
23 *Ordinance Code*, are hereby waived as to the requirement that
24 establishes the procedures for the DIA for the disposition of downtown
25 property. A waiver of Section 55.115, Chapter 55, *Ordinance Code*, is
26 needed because the disposition is being approved by action of this
27 legislation.

28 **Section 12. Waiving Section 55.116 (Public Parking), Chapter**
29 **55 (Downtown Investment Authority), *Ordinance Code*.** The provisions
30 of Section 55.116 (Public Parking), Chapter 55 (Downtown Investment
31 Authority), *Ordinance Code*, are hereby waived as to the requirement

1 that the Office of Public parking will be responsible for all parking
2 lots, parking garages and facilities. A waiver of Section 55.116,
3 Chapter 55, *Ordinance Code*, is needed because approval of the parking
4 agreement is being approved in this legislation.

5 **Section 13. Chapter 126 (Procurement Code), Ordinance Code**
6 **Waived.** The provisions of Chapter 126, Ordinance Code, are hereby
7 waived for the Project, except that this Section shall not waive any
8 portion of Chapter 126, Ordinance Code, pertaining to the Jacksonville
9 Small Emerging Business Program. Further, the City is authorized to
10 purchase directly certain items specified in the pricing proposals
11 for the construction materials and improvements for the Project. Said
12 items to be purchased shall be determined by the Chief of Procurement
13 with the advice of the Director of Public Works in accordance with
14 Section 10 of this Ordinance.

15 **Section 14. Invoking the exception to Sec. 126.107(g),**
16 **Ordinance Code.** The City is hereby authorized to procure the use of
17 the services of vendors procured by the Developer consistent with the
18 requirements of the Development Agreement for the purchase of
19 materials to be incorporated into the Infrastructure Improvements,
20 as defined in the Development Agreement, pursuant to Section
21 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126
22 (Procurement Code), *Ordinance Code*, such procurement is exempted from
23 competitive solicitation because the supplies or services are to be
24 provided by those specifically prescribed within authorizing
25 legislation that appropriates the same. The vendors will be as set
26 forth in the purchase orders issued pursuant to this Section. Except
27 for the foregoing and Section 8 hereof, all other provisions of
28 Chapter 126, *Ordinance Code*, shall remain in full force and effect.

29 **Section 15. Requirements for Items to be Purchased.** Whenever
30 items to be used in such construction projects are to be purchased
31 directly by the City pursuant to this Ordinance, the following

1 requirements shall be met:

2 (a) The purchase shall be in the City's name with ownership of
3 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 direct
16 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 16. Treasury Regulation Compliance.** Pursuant to the
21 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 cost
24 of construction of the Live! Entertainment venues component of the
25 Project. The City hereby expresses its official intent pursuant to
26 Treasury Regulation section 1.141-4(c)(3)(v) that such Developer
27 Contribution will be allocated to costs of the Project funded by
28 equity.

29 **Section 17. Amending Chapter 191 (Special Events and**
30 **Entertainment District), Part 1 (Special Events), Ordinance Code.**

31 Chapter 191 (Special Events and Entertainment District), Part 1

1 (Special Events), *Ordinance Code*, is hereby amended to read as
2 follows:

3 **CHAPTER 191. SPECIAL EVENTS AND ENTERTAINMENT DISTRICT.**

4 * * *

5 **PART 1. SPECIAL EVENTS**

6 * * *

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

8 * * *

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

11 * * *

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

21 * * *

22 **Section 18. Amending Chapter 154 (Alcoholic Beverages), Part**
23 **1 (In General), Section 107 (Sale and consumption of alcoholic**
24 **beverages in municipal parks or on City-owned or -leased property;**
25 **penalty) *Ordinance Code*.**

26 Chapter 154 (Alcoholic Beverages) Part 1 (In General), Section
27 107 (Sale and consumption of alcoholic beverages in municipal parks
28 or on City-owned or -leased property; penalty) *Ordinance Code*, is
29 hereby amended to read as follows:

30 **CHAPTER 154. ALCOHOLIC BEVERAGES.**

31 * * *

1 the day after the event. The provisions of Section 154.108 are waived
2 during this time period.

3 * * *

4 **Section 19. Authorizing a Market Rate REV Grant in excess of**
5 **15 years pursuant to the DIA Bid Plan.** The DIA Bid Plan ("Bid Plan")
6 authorized by 2014-560-E authorizes a maximum of a 75% Market Rate
7 Multi-Family Housing REV Grant for a maximum period of 15 years. The
8 Bid Plan contemplates that to the extent a REV Grant term in excess
9 of 15 years is desired, City Council approval is required. City
10 Council waives the provisions of the Bid Plan with regard to
11 requirements for the calculation of the amount of the REV Grant and
12 the maximum term thereof, and hereby authorizes a 75% Market Rate
13 Multi-Family Housing REV Grant for a term of 20 years as set forth
14 in the Development Agreement. The reason for the waivers is that the
15 grant is necessary to make the Project financially feasible, will
16 cause an estimated \$226,800,000 in private capital investment in the
17 Project, and the Project will facilitate further development in the
18 Downtown area.

19 The REV Grant in the amount not to exceed \$12,500,000, the terms
20 of which are more specifically described in the Development Agreement,
21 shall not be deemed to constitute a debt, liability, or obligation
22 of the City or of the State of Florida or any political subdivision
23 thereof within the meaning of any constitutional or statutory
24 limitation, or a pledge of the faith and credit or taxing power of
25 the City or of the State of Florida or any political subdivision
26 thereof, but shall be payable solely from the funds provided therefor
27 as provided in this Section. The Development Agreement shall contain
28 a statement to the effect that the City shall not be obligated to pay
29 any installment of its financial assistance to the Developer except
30 from the non-ad valorem revenues or other legally available funds
31 provided for that purpose, that neither the faith and credit nor the

1 taxing power of the City or of the State of Florida or any political
2 subdivision thereof is pledged to the payment of any portion of such
3 financial assistance, and that the Developer, or any person, firm or
4 entity claiming by, through or under the Developer, or any other
5 person whomsoever, shall never have any right, directly or indirectly,
6 to compel the exercise of the ad valorem taxing power of the City or
7 of the State of Florida or any political subdivision thereof for the
8 payment of any portion of such financial assistance.

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

13 **Section 20. Payment of Hotel Completion Grant to Developer.**

14 The City is authorized to and shall make, subject to subsequent
15 appropriation by Council, the Completion Grant to the Developer in
16 an amount not to exceed \$12,500,000 payable in equal installments
17 over a five year period after substantial completion of the hotel
18 component of the Project, pursuant to and as set forth in the
19 Development Agreement.

20 **Section 21. Oversight Department.** The Department of Public
21 Works and the Chief Administrative Officer shall oversee the
22 construction project described herein.

23 **Section 22. Contract Manager.** The Mayor's Office will
24 oversee the Agreements referenced herein.

25 **Section 23. Effective Date.** This Ordinance shall become
26 effective upon signature by the Mayor or upon becoming effective
27 without the Mayor's signature.

1 Form Approved:

2

3 /s/ John C. Sawyer, Jr.

4 Office of General Counsel

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

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