

1 The Committee of the Whole offers the Following Substitute to File
2 No. 2020-648:

3
4 Introduced by Council President at the request of the Mayor:
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6
7 **ORDINANCE 2020-648**

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

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

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

1 DEVELOPMENT AGREEMENT; AUTHORIZING APPROVAL OF
2 TECHNICAL AMENDMENTS BY THE MAYOR OR HIS
3 DESIGNEE; WAIVING SECTION 122.434 (PROCEDURE FOR
4 DISPOSITION OF COMMUNITY DEVELOPMENT PROPERTY),
5 SUBPART C (COMMUNITY REDEVELOPMENT REAL PROPERTY
6 DISPOSITIONS), PART 4 (REAL PROPERTY), CHAPTER
7 122 (PUBLIC PROPERTY), *ORDINANCE CODE*, TO ALLOW
8 THE ADMINISTRATION TO PUBLISH AND EVALUATE
9 NOTICES AND RESPONSES IN ACCORDANCE WITH SECTION
10 163.380, FLORIDA STATUTES; WAIVING CONFLICTING
11 PROVISIONS OF CHAPTER 500 (COMMUNITY DEVELOPMENT
12 - POLICIES AND PROCEDURES), *ORDINANCE CODE*,
13 SPECIFICALLY SECTIONS 500.104 (EXERCISE OF
14 POWERS BY THE DOWNTOWN INVESTMENT AUTHORITY),
15 500.108 (AGENCY POWERS) AND 500.110 (SALE AND
16 DISPOSAL OF PROPERTY IN COMMUNITY REDEVELOPMENT
17 AREA), TO ALLOW CITY COUNCIL TO APPROVE THE
18 LEGISLATION AND AUTHORIZE THE AGREEMENT; WAIVING
19 PROVISIONS OF SECTION 55.108 (2), (4), (8), (9),
20 (10), (14) (20), (23) AND (24) (POWERS AND
21 DUTIES), CHAPTER 55 (DOWNTOWN INVESTMENT
22 AUTHORITY), *ORDINANCE CODE*, TO ALLOW CITY
23 COUNCIL TO EXERCISE THOSE POWERS FOR THE
24 AGREEMENTS AND FUNCTIONS OF THE LEGISLATION;
25 WAIVING SECTION 55.115 (PROCEDURES FOR
26 ACQUISITION AND DISPOSITION OF DOWNTOWN
27 PROPERTY), CHAPTER 55 (DOWNTOWN INVESTMENT
28 AUTHORITY), *ORDINANCE CODE*, TO ALLOW FOR
29 DISPOSITION OF PROPERTY TO BE APPROVED BY ACTION
30 OF THIS LEGISLATION; WAIVING SECTION 55.116
31 (PUBLIC PARKING), CHAPTER 55 (DOWNTOWN

1 INVESTMENT AUTHORITY), *ORDINANCE CODE*, TO ALLOW
2 APPROVAL OF THE PARKING AGREEMENT; WAIVING
3 PROVISIONS OF CHAPTER 126, (PROCUREMENT CODE),
4 *ORDINANCE CODE*, WITH RESPECT TO THE PROJECT, AND
5 TO ALLOW THE CITY TO DIRECTLY PURCHASE CERTAIN
6 ITEMS SPECIFIED IN THE DEVELOPMENT AGREEMENT;
7 ESTABLISHING REQUIREMENTS FOR ITEMS TO BE
8 PURCHASED; PROVIDING A STATEMENT OF INTENT TO
9 COMPLY WITH TREASURY REGULATIONS; AMENDING
10 CHAPTER 191 (SPECIAL EVENTS AND A. PHILIP
11 RANDOLPH ENTERTAINMENT DISTRICT), PART 1
12 (SPECIAL EVENTS), SECTION 191.103 (SPECIAL EVENT
13 PERMIT REQUIRED), *ORDINANCE CODE*, TO ALLOW FOR
14 EVENTS AT THE LIVE! DISTRICT WITHOUT REQUIRING
15 SPECIAL EVENTS PERMITS, SUBJECT TO COMPLIANCE
16 WITH PUBLIC SAFETY STANDARDS AND OTHER
17 REQUIREMENTS; AMENDING CHAPTER 154 (ALCOHOLIC
18 BEVERAGES), PART 1 (IN GENERAL), SECTION 154.107
19 (SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN
20 MUNICIPAL PARKS OR ON CITY-OWNED OR -LEASED
21 PROPERTY; PENALTY), *ORDINANCE CODE*, TO ALLOW FOR
22 THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY
23 OWNED PROPERTY; AUTHORIZING A MARKET RATE
24 RECAPTURE ENHANCED VALUE (REV) GRANT NOT TO
25 EXCEED \$12,500,000 IN CONNECTION WITH THE
26 RESIDENTIAL COMPONENT OF THE PROJECT;
27 AUTHORIZING A \$12,500,000 COMPLETION GRANT
28 PAYABLE IN EQUAL INSTALLMENTS OVER A FIVE YEAR
29 TERM UPON COMPLETION OF THE HOTEL COMPONENT OF
30 THE PROJECT; PROVIDING FOR OVERSIGHT OF THE
31 CONSTRUCTION PROJECT BY THE DEPARTMENT OF PUBLIC

1 WORKS AND THE CHIEF ADMINISTRATIVE OFFICER OF
2 THE CITY; PROVIDING OVERSIGHT OF THE AGREEMENTS
3 BY THE OFFICE OF THE MAYOR; PROVIDING FOR A
4 REPORTING REQUIREMENT; PROVIDING AN EFFECTIVE
5 DATE.

6
7 **WHEREAS**, the City of Jacksonville ("City") is the owner of the
8 Stadium currently known as TIAA Bank Field, home to the Jacksonville
9 Jaguars ("JL"), as well as certain surface parking lots in the
10 vicinity of the Stadium, and leases the Stadium and certain surface
11 parking lots to JL pursuant to the lease between the City and JL
12 dated September 7, 1993 (as amended, the "Jaguars Lease"); and

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

22 **WHEREAS**, after conveyance of the applicable portions of Lot J
23 to the Developer, the Developer intends to construct: (i) Live!
24 Entertainment venues to be owned by the City and leased to the
25 Developer comprised of a minimum of 75,000 square feet of retail,
26 service, restaurant and other commercial space, and a minimum of
27 35,000 square feet of office space. Of the foregoing square footage
28 amounts referenced herein, a minimum of 35,000 square feet of office
29 space and a minimum of 40,000 square feet of restaurant, bar, and
30 entertainment venue will be located within the main Live! Component
31 parcel to be located in the northeast corner of the Project ; (ii)

1 two luxury mid-rise residential buildings with a minimum of 350 rental
2 units with structure or surface parking; (iii) an upscale luxury
3 hotel with a minimum of 120 rooms; (iv) a surface parking lot with a
4 minimum of 600 spaces above the storm water detention pond to the
5 west of Lot J; and (v) certain infrastructure improvements to serve
6 the Project (collectively, the "Project"); the Developer may elect
7 to convey the Hotel parcel to a third-party hotel developer as set
8 forth in the Development Agreement; and

9 **WHEREAS**, the estimated cost of the Project is \$450,300,000 with
10 City's financial contributions to the Project to consist of: (i) a
11 maximum, up-to amount of \$50,000,000 towards the costs of the Live!
12 Entertainment venues funded on a 50/50 basis with the Developer; (ii)
13 \$77,700,000 in infrastructure improvements to be owned by the City,
14 inclusive of surface and structure parking, utilities and rights-of-
15 way; (iii) an up to \$65,500,000 no-interest loan from the City with
16 a term of up to 50 years, secured by the funds held and invested in
17 a defeasance trust; (iv) a \$12,500,000 Market Rate REV Grant; and (v)
18 a hotel completion grant in the amount of \$12,500,000; the Developer
19 is responsible for all cost overruns, with the exception that any
20 cost overruns related to environmental remediation work and
21 subsurface conditions on Lot J or the stormwater detention pond will
22 be reimbursed by the City in the up-to, maximum amount of \$15,100,000,
23 with the Developer responsible for any such costs in excess of such
24 amount, and the City agrees to provide the initial funding for the
25 City financial contribution from its Commercial Paper Facility and/or
26 the issuance of debt; and

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

29 **WHEREAS**, upon substantial completion of the Live! Component, the
30 City will enter into a lease agreement (the "Live! Lease") with the
31 Developer or Developer subsidiary for the use and operation of the

1 Live! Entertainment venues, and also into a parking agreement with
2 the Developer or Developer subsidiary for the use and management of
3 parking within the Project and the Lots C, D, M, N and P surface
4 parking lots within the sports and entertainment complex; and

5 **WHEREAS**, the City has reviewed the term sheet submitted by the
6 Developer attached hereto as **Exhibit 1** for community development, and
7 negotiated the Development Agreement and related documents and, based
8 upon the terms of the Development Agreement, has determined the
9 Development Agreement and the uses contemplated therein to be in the
10 public interest, and has determined that the public actions and
11 financial assistance contemplated in the Development Agreement take
12 into account and give consideration to the long-term public interests
13 and public interest benefits to be achieved by the City; and

14 **WHEREAS**, the Developer has requested the City and DIA to enter
15 into a Development Agreement and other documents in substantially the
16 form placed **Revised On File** with the Legislative Services Division;
17 now therefore,

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

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

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

22 (b) The location of the Developer's project in Jacksonville,
23 Florida is more particularly described in the Development Agreement.
24 The Project is a governmental undertaking of the City for municipal
25 purposes and will promote and further the public and municipal
26 purposes of the City.

27 (c) Enhancement of the City's tax base and revenues, are matters
28 of State and City policy and State and City concern in order that the
29 State and its counties and municipalities, including the City, shall
30 not continue to be endangered by unemployment, underemployment,
31 economic recession, poverty, crime and disease, and consume an

1 excessive proportion of the State and City revenues because of the
2 extra services required for police, fire, accident, health care,
3 elderly care, charity care, hospitalization, public housing and
4 housing assistance, and other forms of public protection, services
5 and facilities.

6 (d) The provision of the City's assistance as identified in the
7 Development Agreement is necessary and appropriate to make the Project
8 feasible; and the City's assistance is reasonable and not excessive,
9 taking into account the needs of the Developer to make the Project
10 economically and financially feasible, and the extent of the public
11 benefits expected to be derived from the Project, and taking into
12 account all other forms of assistance available.

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

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

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

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

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

31 (a) Appropriated from:

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

2 (b) Appropriated to:

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

4 (c) Explanation of Appropriation

5 The appropriation authorizes the borrowing of \$208,300,000
6 from the City's Commercial Paper Facility and/or the
7 issuance of fixed-rate debt in the cumulative, maximum
8 amount of \$208,300,000 and appropriates the funds to the
9 Lot J Trust - City Loan, Lot J -Live! Arena and Lot J -
10 Infrastructure components to contribute funding to the
11 Project, defined below.

12 **Section 3. Purpose.** The purpose of the appropriation in
13 Section 2 is to contribute funding to the Project in the following
14 amounts: (i) a maximum, up-to amount of \$50,000,000 towards the costs
15 of the Live! Entertainment venues funded on a 50/50 basis with the
16 Developer; (ii) \$92,800,000 in infrastructure improvements to be
17 owned by the City, inclusive of surface and/or structured parking,
18 utilities and rights-of-way, which amount includes a \$15,100,000
19 contingency for cost overruns and certain other costs; (iii) an up
20 to \$65,500,000 no-interest loan from the City with a term of up to
21 50 years, secured by the funds held and invested in a defeasance
22 trust, all as set forth on the Revised Schedule B4 attached hereto
23 as **Exhibit 3** and incorporated herein.

24 **Section 4. CIP Amendment.** Ordinance 2020-505-E, being the
25 2021-2025 Five-Year Capital Improvement Program for the City and
26 certain of its independent agencies, is hereby amended to increase
27 funding for the projects entitled: (i) "Lot J - Infrastructure"; and
28 (ii) "Lot J - Live! Arena". The project is more fully described in
29 the Project Information Sheets, attached hereto as **Exhibit 4** and
30 **Revised Exhibit 5**, respectively, and incorporated herein by this
31 reference. The Council finds that the deferral of this amendment of

1 the CIP until the next annual budget and CIP review will be
2 detrimental to the best interests of the community because such
3 deferral will result in substantial delays to the Project. Pursuant
4 to Section 122.605(c), *Ordinance Code*, enactment of this Ordinance
5 requires the affirmative vote of two-thirds of the Council members
6 present at the meeting because of the CIP amendment set forth in this
7 Section. This ordinance shall constitute an amendment to Ordinance
8 2020-505-E. In all other respects, the Five-Year Capital Improvement
9 Program approved by Ordinance 2020-505-E shall continue in full force
10 and effect.

11 **Section 5. Amending 2020-504-E, the FY 2020-2021 Budget**
12 **Ordinance, to replace Schedule B4 to allow for the installation of**
13 **the Lot J - Live! Arena, Lot J - Infrastructure and Lot J Trust -**
14 **City Loan Improvements.** 2020-504-E, the FY 2020-2021 Budget
15 Ordinance, is hereby amended to replace Schedule B4 Capital
16 Improvement Projects Funded Via Borrowing to add the Lot J - Live!
17 Arena, Lot J - Infrastructure and Lot J Trust - City Loan improvements
18 thereto. The Revised Schedule B4 is attached hereto as **Exhibit 3.**

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

26 **Section 7. Execution of Agreements.** The Mayor, or his
27 authorized designee, and Corporation Secretary are hereby authorized
28 to execute and deliver: (a) a Development Agreement among the City,
29 the Downtown Investment Authority and Jacksonville I-C Parcel One
30 Holding Company, LLC ("Developer") substantially in the form **Revised**
31 **On File** with the Legislative Services Division; (b) the Live! Lease

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

25 The Agreements may include such additions, deletions and changes
26 as may be reasonable, necessary and incidental for carrying out the
27 purposes thereof, as may be acceptable to the Mayor, or his designee,
28 with such inclusion and acceptance being evidenced by execution of
29 the Agreement by the Mayor or his designee. No modification to the
30 Agreement may increase the financial obligations or the liability to
31 the City and any such modification shall be technical only and shall

1 be subject to appropriate legal review and approval of the Office of
2 General Counsel and all other appropriate action required by law
3 ("technical" is herein defined as including, but not limited to,
4 changes in legal descriptions and surveys, descriptions of
5 infrastructure improvements and/or any road project, ingress and
6 egress, easements and rights of way, performance schedules, design
7 standards, access and site plan, which have no financial impact). No
8 performance schedule can be extended for greater than one year without
9 City Council approval.

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

23 **Section 9. Waiving Conflicting Provisions of Chapter 500**
24 **(Community Redevelopment - Policies and Procedures), Ordinance Code.**
25 The conflicting provisions of Chapter 500 (Community Redevelopment -
26 Policies and Procedures), *Ordinance Code*, specifically Sections
27 500.104 (Exercise of powers by the Downtown Investment Authority),
28 500.108 (Agency Powers) and 500.110 (Sale and disposal of property
29 in community redevelopment area), are hereby waived as to the
30 requirement that policies and procedures that were delegated to the
31 DIA by City Council are being approved by City Council in this

1 legislation. A waiver of the conflicting provisions of Chapter 500,
2 *Ordinance Code*, specifically Sections 500.104, 500.108 and 500.110,
3 is needed for City Council to approve the legislation and authorize
4 the Agreement.

5 **Section 10. Waiving Provisions of Section 55.108 (2), (4),**
6 **(8), (9), (10), (14), (20), (23) and (24) (Powers and Duties), Chapter**
7 **55 (Downtown Investment Authority), Ordinance Code.** The provisions
8 of Section 55.108 (2), (4), (8), (9), (10), (14), (20), (23) and (24)
9 (Powers and Duties), Chapter 55 (Downtown Investment Authority),
10 *Ordinance Code*, are hereby waived as to the requirement that DIA
11 Board have the delegated powers from City Council. A waiver of the
12 provisions of Section 55.108 (2), (4), (8), (9), (10), (14), (20),
13 (23) and (24), Powers and Duties, Chapter 55, *Ordinance Code*, is
14 needed because City Council is exercising those powers for the
15 agreements and functions of this Ordinance.

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

26 **Section 12. Waiving Section 55.116 (Public Parking), Chapter**
27 **55 (Downtown Investment Authority), Ordinance Code.** The provisions
28 of Section 55.116 (Public Parking), Chapter 55 (Downtown Investment
29 Authority), *Ordinance Code*, are hereby waived as to the requirement
30 that the Office of Public parking will be responsible for all parking
31 lots, parking garages and facilities. A waiver of Section 55.116,

1 Chapter 55, *Ordinance Code*, is needed because approval of the parking
2 agreement is being approved in this legislation.

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

13 **Section 14. Requirements for Items to be Purchased.** Whenever
14 items to be used in such construction projects are to be purchased
15 directly by the City pursuant to this Ordinance, the following
16 requirements shall be met:

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

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

21 (c) The vendor/supplier shall invoice the City directly for
22 payment which shall be made directly by the City to the
23 vendor/supplier; and

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

27 (e) The City may provide Builders Risk Insurance to protect
28 against the loss of such items and to evidence the City's liability
29 therefore, or alternatively may require Developer's contractor to
30 provide insurance naming the City as the additional insured and direct
31 loss payee; and

1 (f) Acknowledgement of receipt of the item and approval of
2 payment shall be documented by an official of the City or an
3 authorized agent of the City.

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

13 **Section 16. Amending Chapter 191 (Special Events and A.**
14 **Philip Randolph Entertainment District), Part 1 (Special Events),**
15 **Ordinance Code.**

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

19 **CHAPTER 191. SPECIAL EVENTS AND A. PHILIP RANDOLPH ENTERTAINMENT**
20 **DISTRICT.**

21 * * *

22 **PART 1. SPECIAL EVENTS**

23 * * *

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

25 * * *

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

28 * * *

29 (2) Any gathering, athletic, sporting, cultural or
30 entertainment event at the Jacksonville Veterans
31 Memorial Arena, football stadium (currently, TIAA

1 BankEverbank Field), the Equestrian Center at the
2 former Cecil Field, Metropolitan Park, Hanna Park,
3 Huguenot Park, Unity Plaza Park, Amphitheater,
4 Covered Flex Field, ~~or~~ the Baseball Grounds of
5 Jacksonville, or the Live! Entertainment District
6 venues located on the surface parking lot commonly
7 known as Lot J adjacent to the football stadium;

8 * * *

9 **Section 17. Amending Chapter 154 (Alcoholic Beverages), Part**
10 **1 (In General), Section 154.107 (Sale and consumption of alcoholic**
11 **beverages in municipal parks or on City-owned or -leased property;**
12 **penalty) Ordinance Code.**

13 Chapter 154 (Alcoholic Beverages) Part 1 (In General), Section
14 154.107 (Sale and consumption of alcoholic beverages in municipal
15 parks or on City-owned or -leased property; penalty) *Ordinance Code,*
16 is hereby amended to read as follows:

17 **CHAPTER 154. ALCOHOLIC BEVERAGES.**

18 * * *

19 **PART 1. IN GENERAL**

20 * * *

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

23 * * *

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

27 * * *

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

30 (22±) Any other property owned or leased by the City where the
31 Mayor, or his authorized designee, determines that the sale, service

1 or consumption of alcoholic beverages would be in the best interest
2 of the City. The best interest of the City means that the Mayor, or
3 his designee, has reviewed the following factors and determined that
4 their net overall impact is beneficial to the City and the public as
5 a whole:

6 * * *

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

11 * * *

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

13 (17) Special Events at the Live! Entertainment District located
14 on the former football stadium surface parking lot commonly known as
15 Lot J.

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

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

22 * * *

23 **Section 18. Authorizing a Market Rate REV Grant in excess of**
24 **15 years pursuant to the DIA Bid Plan.** The DIA Bid Plan ("Bid Plan")
25 authorized by 2014-560-E authorizes a maximum of a 75% Market Rate
26 Multi-Family Housing REV Grant for a maximum period of 15 years. The
27 Bid Plan contemplates that to the extent a REV Grant term in excess
28 of 15 years is desired, City Council approval is required. City
29 Council waives the provisions of the Bid Plan with regard to
30 requirements for the calculation of the amount of the REV Grant and
31 the maximum term thereof, and hereby authorizes a 75% Market Rate

1 Multi-Family Housing REV Grant for a term of 20 years as set forth
2 in the Development Agreement. The reason for the waivers is that the
3 grant is necessary to make the Project financially feasible, will
4 cause an estimated \$229,000,000 in private capital investment in the
5 Project, and the Project will facilitate further development in the
6 Downtown area.

7 The REV Grant in the amount not to exceed \$12,500,000, the terms
8 of which are more specifically described in the Development Agreement,
9 shall not be deemed to constitute a debt, liability, or obligation
10 of the City or of the State of Florida or any political subdivision
11 thereof within the meaning of any constitutional or statutory
12 limitation, or a pledge of the faith and credit or taxing power of
13 the City or of the State of Florida or any political subdivision
14 thereof, but shall be payable solely from the funds provided therefor
15 as provided in this Section. The Development Agreement shall contain
16 a statement to the effect that the City shall not be obligated to pay
17 any installment of its financial assistance to the Developer except
18 from the non-ad valorem revenues or other legally available funds
19 provided for that purpose, that neither the faith and credit nor the
20 taxing power of the City or of the State of Florida or any political
21 subdivision thereof is pledged to the payment of any portion of such
22 financial assistance, and that the Developer, or any person, firm or
23 entity claiming by, through or under the Developer, or any other
24 person whomsoever, shall never have any right, directly or indirectly,
25 to compel the exercise of the ad valorem taxing power of the City or
26 of the State of Florida or any political subdivision thereof for the
27 payment of any portion of such financial assistance.

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

1 **Section 19. Payment of Hotel Completion Grant to Developer.**

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

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

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

13 **Section 22. Reporting Requirement.** The City representative
14 shall prepare and present to the City Council, a report on the
15 implementation, progress, status and completion of Lot J, including
16 a summary of the financing undertaken, funds expended and planning,
17 design, right-of-way acquisition and construction as of the reporting
18 date. In addition, said representative shall also report on areas of
19 concern for the timely and proper completion of Lot J. Such reports
20 shall be given on a biannual (twice a year) basis through 2027, and
21 annually thereafter within 90 days after the end of each fiscal year.

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

25
26 Form Approved:

27
28 _____/s/ John C. Sawyer, Jr._____

29 Office of General Counsel

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

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