

RESOLUTION NO. 112

A RESOLUTION OF ST. JOHNS COUNTY, FLORIDA APPROVING THE REISSUANCE BY THE CITY OF JACKSONVILLE OF THE JACKSONVILLE ECONOMIC DEVELOPMENT COMMISSION REVENUE AND REVENUE REFUNDING BONDS (BOLLES SCHOOL PROJECT), SERIES 2011, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000; AND PROVIDING OTHER DETAILS AND AN EFFECTIVE DATE.

WHEREAS, St. Johns County, Florida (the "County"), has the authority pursuant to Chapter 159, Part II, Florida Statutes, as amended ("Chapter 159"), acting by and through its Board of County Commissioners to issue revenue bonds to finance qualifying projects within the County; and

WHEREAS, the Jacksonville Economic Development Commission (the "JEDC") previously acted as the sole industrial development authority for the City of Jacksonville, Florida (the "City"); and

WHEREAS, pursuant to an Interlocal Agreement dated as of July 1, 2011 (the "Interlocal Agreement") between the County and the JEDC, the JEDC issued its Revenue and Revenue Refunding Bonds (Bolles School Project), Series 2011 (the "2011 Bonds"), the proceeds of which were loaned to The Bolles School, a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Bolles"), and its related affiliates Bartram Campus/Bolles, Inc. and Bolles/Ponte Vedra, Inc. (together, the "Affiliates") for the purpose of financing and refinancing the acquisition, construction, renovation, expansion, improvement and equipping of certain educational facilities of Bolles and its Affiliates in the County (the "St. Johns County Project") as well as other similar educational facilities in the City (collectively, the "Project"); and

WHEREAS, pursuant to Ordinance 2012-212-E of the City, enacted by the City Council of the City (the "Council") on June 26, 2012, the City abolished the JEDC and now, pursuant to its authority under Chapter 159, acts by and through the Council to issue revenue bonds and finance qualifying projects in the City; and

WHEREAS, Articles of Merger were filed with the Florida Department of State, Division of Corporations, on March 14, 2012, and were effective March 31, 2012, whereby the Affiliates were merged into Bolles; and

WHEREAS, all of the Projects, including the St. Johns County Project, are now owned and operated by Bolles; and

WHEREAS, Bolles has requested that the City, as successor in interest to the JEDC, approve certain amendments to the 2011 Bonds in order to, among other items, remove the Affiliates as obligors and to extend the term of the 2011 Bonds (the "2015 Amendments"); and

WHEREAS, the 2015 Amendments will cause the 2011 Bonds to be deemed reissued for federal income tax purposes on May __, 2015, the date of the 2015 Amendments;

NOW, THEREFORE, BE IT RESOLVED by the St. Johns County Board of County Commissioners (the "Board") that:

SECTION 1. Authority. This Resolution is adopted pursuant to the laws of the State of Florida, including Chapter 125, Part I, Chapter 159, Part II and Section 163.01, Florida Statutes, as amended, and other applicable provisions of law.

SECTION 2. Findings. The Board hereby finds, determines and declares as follows:

A. Notice of a public hearing to be held on April 21, 2015, by the Board on behalf of the County, inviting comments and discussions concerning the reissuance of the 2011 Bonds by the City, was published in The St. Augustine Record, a newspaper of general circulation in the County, at least fourteen days prior to such hearing date, a copy of which is attached hereto as Exhibit A.

B. Following such notice, a public hearing was held on this date, by the Board, during which comments and discussions concerning the reissuance of the 2011 Bonds were requested and heard.

C. The Project and the reissuance of the 2011 Bonds will have a substantial public benefit in the County.

D. The Board is the elected legislative body of the County, and the County has jurisdiction over the St. Johns County Project for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code").

E. In accordance with Chapter 159, the 2011 Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the City, the County, the State of Florida or any political subdivision thereof but shall be payable solely from the revenues pledged therefor pursuant to the Loan Agreement dated as of July 1, 2011 among the City, Bolles and the Affiliates, and the First Amended and Restated Loan Agreement to be entered into by and between the City and Bolles contemporaneously with the reissuance of the 2011 Bonds.

SECTION 3. Approval of Bonds. The reissuance of the 2011 Bonds is hereby approved.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its passage.

After recording, return to:

Grace E. Dunlap, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is dated as of July 1, 2011, and is entered into between the JACKSONVILLE ECONOMIC DEVELOPMENT COMMISSION (the "Commission"), a local governmental body and a public instrumentality of the State of Florida, and ST. JOHNS COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida:

WITNESSETH

WHEREAS, the Commission and the County each represent to the other that, pursuant to Chapter 159, Part II, Florida Statutes, as amended ("Chapter 159"), and other applicable provisions of law, it is authorized to issue bonds to finance or refinance the costs of the acquisition, construction, renovation, expansion, improvement and equipping of education facilities; and

WHEREAS, the Commission and the County each represent to the other that it constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, the Commission represents to the County that the Commission has been advised that The Bolles School, a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and its affiliates Bartram Campus/Bolles, Inc. and Bolles/Ponte Vedra, Inc. (collectively, the "Borrower"), desires to finance, refinance or refund all or a part of the cost of the acquisition, construction, renovation, expansion and improvement and equipping of certain "educational facilities" constituting a "project," as such terms are used in Chapter 159, in the City of Jacksonville, Florida (the "City"), and in St. Johns County, Florida located on the sites hereafter described (collectively, the "Project"): the San Jose Campus, 7400 San Jose Boulevard and the Bartram Campus, 2264 Bartram Road in Jacksonville, Florida and the Ponte Vedra Campus, 200 ATP Boulevard, Ponte Vedra Beach, Florida in St Johns County, Florida; and

WHEREAS, the Commission and the County have previously executed an Interlocal

Agreement dated July 1, 1999 with respect to the issuance of the Commission's Variable Rate Demand Revenue Bonds (Bolles School Project), Series 1999A; and

WHEREAS, the Commission represents to the County that the Commission has been advised that the Borrower has requested that the Commission and the County enter into this Agreement to authorized the Commission to issues under Chapter 159 not to exceed \$10,000,000 in aggregate principal amount of its Revenue and Revenue Refunding Bonds (The Bolles School Project), Series 2011 (the "Bonds"), to (i) refund the Commission's outstanding Variable Rate Demand Revenue Bonds (Bolles School Project), Series 1999A (the "Refunded Bonds"), (ii) refinance certain outstanding debt previously incurred by the Borrower, (the "Refinanced Notes"), (iii) pay the cost of terminating two interest rate swap agreements if such cost is found to be eligible for financing by Bond Counsel, (iv) finance miscellaneous capital expenditures by the Borrower for educational facilities, and (v) pay the costs of issuing the Bonds. A portion of the proceeds of the Bonds will be applied to finance the portion of the Project located in the County, and such financing will result in a significant costs savings to the Borrower over the issuance and sale of separate bonds by the Commission and the County in order to finance the Project, refinance the Refinanced Debt and refund the Refunded Bonds; and

WHEREAS, the Commission and the County have agreed to enter into this Agreement or the purposes stated above; and

WHEREAS, on April 7, 2011 and June 9, 2011, the Commission authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 17, 2011, the County approved the issuance of the Bonds by the Commission and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2011, the City Council of the City approved the issuance of the Bonds by the Commission and approved the execution and delivery of this Agreement by the Commission; and

WHEREAS, the Interlocal Act authorized the Commission and the County to enter into this Agreement and the Interlocal Act and Chapter 159 confer upon the Commission authorization to issue the Bonds and to apply the proceeds thereof to the financing of the Project through a loan of such proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Commission for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, pursuant to Section 6 hereof, the Borrower has agreed to indemnify the Commission and the County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Bonds.

The Commission and the County do hereby agree that the Commission is hereby authorized to issue the Bonds in an aggregate principal amount of not to exceed \$10,000,000 and to loan the proceeds thereof to the Borrower to finance the Project, refund the Refunded Bonds and refinance the Refinance Notes, with a portion of such proceeds to be applied to finance and refinance the portion of the Project located in the County. The Commission is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the County which are necessary or convenient for the issuance of the Bonds and the financing of the Project, refunding of the Refunded Bonds and the refinancing of the Refinanced Notes to the same extent as if the County were issuing its own revenue bonds under Chapter 159 for such purposes without any further authorization from the County to exercise such powers or to take such actions. It is in the intent of this Agreement and the parties hereto that the Commission be vested, to the maximum extent permitted by law, with all powers which the County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance the Project, refund the Refunded Bonds and refinance the Refinanced Notes as though the County were issuing the Bonds as its own special limited obligations.

SECTION 2. Qualifying Projects.

A. Each of the parties hereto represents that the portion of the Project within its jurisdiction constitutes a "project" as such term is used in Chapter 159.

B. The Commission hereby further represents, determines and agrees as follows:

1. The portion of the Project located with the City is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the City; shall provide or preserve gainful employment; and serve a public purpose by advancing the economic prosperity, the public health or the general welfare of the State of Florida and its people.

2. No financing for the Project shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair and maintain at its own expense the Project, and to serve the purposes of Chapter 159 and such other responsibilities as may be imposed under the financing agreement.

3. The City and the other local agencies will be able to cope satisfactorily with the impact of the Project located in the City and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair and maintenance of the Project and on account of any increases in population of other circumstances resulting therefrom.

4. Adequate provision will be made in the financing agreement for the operation, repair and maintenance of the Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.

5. The Borrower has represented to the Commission that the Borrower has expended at least \$689,400 to finance or refinance the portion of the Project located in the County.

6. A public hearing was held on May 10, 2011, by a hearing officer for the Commission, on behalf of the Commission and the County, during which comments concerning the issuance of the Bonds by the Commission to finance or refinance the Project were requested and could be heard.

C. The County hereby represents, determines and agrees as follows:

1. The portion of the Project located with the County is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health or the general welfare of the State of Florida and its people.

2. The County and the other local agencies will be able to cope satisfactorily with the impact of the Project located in the County and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of the Commission or the County; Limited Obligation of the Commission.

Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the Commission or the County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the Commission or the County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Commission payable solely from the Borrower from certain nongovernmental revenues and other nongovernmental amounts payable thereto by the terms thereof.

SECTION 4. No Personal Liability.

No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Commission or the County in his or her individual capacity and no member, officer, agent or employee of the Commission or the County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities.

The Commission shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to a trust indenture related to the Bonds.

Neither the Commission nor the County shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the Commission, the County or counsel to either. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. Indemnity.

The Borrower, by its approval and acknowledgement at the end of this Agreement, agrees to indemnify and hold harmless the Commission and the County, their respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Commission, arising from the willful misconduct of the Commission and in the case of the County, arising from the willful misconduct of the County.

SECTION 7. Term.

This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either

party hereto from issuing its own obligations or entering into any other agreement for the financing or refinance of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement.

It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of St. Johns County, Florida, and with the Clerk of the Circuit County of Duval County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed with the Borrower's executed approval and acknowledgment attached thereto.

SECTION 9. Severability of Invalid Provisions.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, thought not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, the such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions thereof.

SECTION 10. Governing Law.

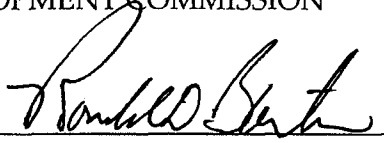
This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be government by, the laws of the State of Florida.

SECTION 11. Execution in Counterparts.


This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the date first above written.

JACKSONVILLE ECONOMIC
DEVELOPMENT COMMISSION

By: 
Executive Director

ATTEST:

By: 
Compliance Coordinator

ST. JOHNS COUNTY, FLORIDA

By: _____
Chairman of its Board of County
Commissioners

ATTEST:

By: _____
Clerk

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the date first above written.

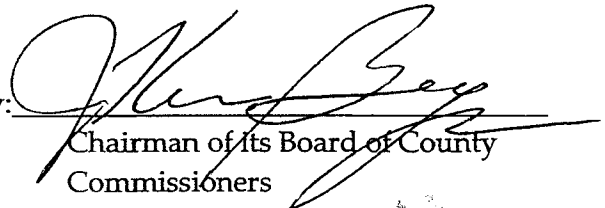
JACKSONVILLE ECONOMIC
DEVELOPMENT COMMISSION

By: _____
Executive Director

ATTEST:

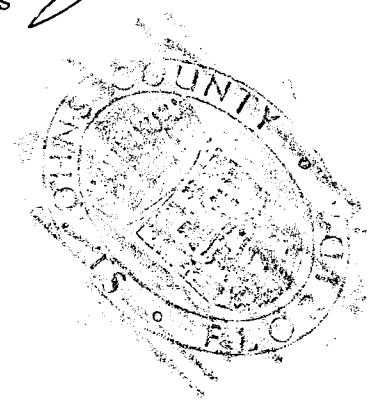
By: _____
Compliance Coordinator

ST. JOHNS COUNTY, FLORIDA

By: 
Chairman of its Board of County
Commissioners

ATTEST:

By: 
Deputy Clerk



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of June, 2011, by Ronald D. Barton, the Executive Director of the Jacksonville Economic Development Commission, on behalf of the Commission. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- Produced a current Florida driver's license as identification.
- Produced _____ as identification.

[Notary Seal must be affixed]



Karen Underwood
Signature of Notary

Karen Underwood
Name of Notary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by _____, the Chairman of the Board of County Commissioners of St. Johns County, Florida, on behalf of St. Johns County. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- Produced a current Florida driver's license as identification.
- Produced _____ as identification.

[Notary Seal must be affixed]

Signature of Notary

Name of Notary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the Executive Director of the Jacksonville Economic Development Commission, on behalf of the Commission. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- Produced a current Florida driver's license as identification.
- Produced _____ as identification.

[Notary Seal must be affixed]

Signature of Notary

Name of Notary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 20th day of June, 2011, by J. Ken Bryan, the Chairman of the Board of County Commissioners of St. Johns County, Florida, on behalf of St. Johns County. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- Produced a current Florida driver's license as identification.
- Produced _____ as identification.

[Notary Seal must be affixed]

Pamela Halterman

Signature of Notary

Pamela Halterman

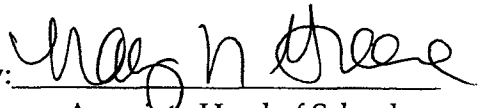
Name of Notary



APPROVAL AND ACKNOWLEDGMENT

The Bolles School, a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"), hereby approves the foregoing Interlocal Agreement, certifies that the information contained therein regarding the Borrower is correct and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the dated of said Interlocal Agreement.

THE BOLLES SCHOOL

By: 
Associate Head of School
for Finance

After recording, return to:

Grace E. Dunlap, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is dated as of July 1, 2011, and is entered into between the JACKSONVILLE ECONOMIC DEVELOPMENT COMMISSION (the "Commission"), a local governmental body and a public instrumentality of the State of Florida, and ST. JOHNS COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida:

WITNESSETH

WHEREAS, the Commission and the County each represent to the other that, pursuant to Chapter 159, Part II, Florida Statutes, as amended ("Chapter 159"), and other applicable provisions of law, it is authorized to issue bonds to finance or refinance the costs of the acquisition, construction, renovation, expansion, improvement and equipping of education facilities; and

WHEREAS, the Commission and the County each represent to the other that it constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, the Commission represents to the County that the Commission has been advised that The Bolles School, a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and its affiliates Bartram Campus/Bolles, Inc. and Bolles/Ponte Vedra, Inc. (collectively, the "Borrower"), desires to finance, refinance or refund all or a part of the cost of the acquisition, construction, renovation, expansion and improvement and equipping of certain "educational facilities" constituting a "project," as such terms are used in Chapter 159, in the City of Jacksonville, Florida (the "City"), and in St. Johns County, Florida located on the sites hereafter described (collectively, the "Project"): the San Jose Campus, 7400 San Jose Boulevard and the Bartram Campus, 2264 Bartram Road in Jacksonville, Florida and the Ponte Vedra Campus, 200 ATP Boulevard, Ponte Vedra Beach, Florida in St Johns County, Florida; and

WHEREAS, the Commission and the County have previously executed an Interlocal

Agreement dated July 1, 1999 with respect to the issuance of the Commission's Variable Rate Demand Revenue Bonds (Bolles School Project), Series 1999A; and

WHEREAS, the Commission represents to the County that the Commission has been advised that the Borrower has requested that the Commission and the County enter into this Agreement to authorized the Commission to issues under Chapter 159 not to exceed \$10,000,000 in aggregate principal amount of its Revenue and Revenue Refunding Bonds (The Bolles School Project), Series 2011 (the "Bonds"), to (i) refund the Commission's outstanding Variable Rate Demand Revenue Bonds (Bolles School Project), Series 1999A (the "Refunded Bonds"), (ii) refinance certain outstanding debt previously incurred by the Borrower, (the "Refinanced Notes"), (iii) pay the cost of terminating two interest rate swap agreements if such cost is found to be eligible for financing by Bond Counsel, (iv) finance miscellaneous capital expenditures by the Borrower for educational facilities, and (v) pay the costs of issuing the Bonds. A portion of the proceeds of the Bonds will be applied to finance the portion of the Project located in the County, and such financing will result in a significant costs savings to the Borrower over the issuance and sale of separate bonds by the Commission and the County in order to finance the Project, refinance the Refinanced Debt and refund the Refunded Bonds; and

WHEREAS, the Commission and the County have agreed to enter into this Agreement or the purposes stated above; and

WHEREAS, on April 7, 2011 and June 9, 2011, the Commission authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 17, 2011, the County approved the issuance of the Bonds by the Commission and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2011, the City Council of the City approved the issuance of the Bonds by the Commission and approved the execution and delivery of this Agreement by the Commission; and

WHEREAS, the Interlocal Act authorized the Commission and the County to enter into this Agreement and the Interlocal Act and Chapter 159 confer upon the Commission authorization to issue the Bonds and to apply the proceeds thereof to the financing of the Project through a loan of such proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Commission for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, pursuant to Section 6 hereof, the Borrower has agreed to indemnify the Commission and the County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Bonds.

The Commission and the County do hereby agree that the Commission is hereby authorized to issue the Bonds in an aggregate principal amount of not to exceed \$10,000,000 and to loan the proceeds thereof to the Borrower to finance the Project, refund the Refunded Bonds and refinance the Refinance Notes, with a portion of such proceeds to be applied to finance and refinance the portion of the Project located in the County. The Commission is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the County which are necessary or convenient for the issuance of the Bonds and the financing of the Project, refunding of the Refunded Bonds and the refinancing of the Refinanced Notes to the same extent as if the County were issuing its own revenue bonds under Chapter 159 for such purposes without any further authorization from the County to exercise such powers or to take such actions. It is in the intent of this Agreement and the parties hereto that the Commission be vested, to the maximum extent permitted by law, with all powers which the County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance the Project, refund the Refunded Bonds and refinance the Refinanced Notes as though the County were issuing the Bonds as its own special limited obligations.

SECTION 2. Qualifying Projects.

A. Each of the parties hereto represents that the portion of the Project within its jurisdiction constitutes a "project" as such term is used in Chapter 159.

B. The Commission hereby further represents, determines and agrees as follows:

1. The portion of the Project located with the City is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the City; shall provide or preserve gainful employment; and serve a public purpose by advancing the economic prosperity, the public health or the general welfare of the State of Florida and its people.

2. No financing for the Project shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair and maintain at its own expense the Project, and to serve the purposes of Chapter 159 and such other responsibilities as may be imposed under the financing agreement.

3. The City and the other local agencies will be able to cope satisfactorily with the impact of the Project located in the City and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair and maintenance of the Project and on account of any increases in population of other circumstances resulting therefrom.

4. Adequate provision will be made in the financing agreement for the operation, repair and maintenance of the Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.

5. The Borrower has represented to the Commission that the Borrower has expended at least \$689,400 to finance or refinance the portion of the Project located in the County.

6. A public hearing was held on May 10, 2011, by a hearing officer for the Commission, on behalf of the Commission and the County, during which comments concerning the issuance of the Bonds by the Commission to finance or refinance the Project were requested and could be heard.

C. The County hereby represents, determines and agrees as follows:

1. The portion of the Project located with the County is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health or the general welfare of the State of Florida and its people.

2. The County and the other local agencies will be able to cope satisfactorily with the impact of the Project located in the County and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of the Commission or the County; Limited Obligation of the Commission.

Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the Commission or the County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the Commission or the County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Commission payable solely from the Borrower from certain nongovernmental revenues and other nongovernmental amounts payable thereto by the terms thereof.

SECTION 4. No Personal Liability.

No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Commission or the County in his or her individual capacity and no member, officer, agent or employee of the Commission or the County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities.

The Commission shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to a trust indenture related to the Bonds.

Neither the Commission nor the County shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the Commission, the County or counsel to either. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. Indemnity.

The Borrower, by its approval and acknowledgement at the end of this Agreement, agrees to indemnify and hold harmless the Commission and the County, their respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Commission, arising from the willful misconduct of the Commission and in the case of the County, arising from the willful misconduct of the County.

SECTION 7. Term.

This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either

party hereto from issuing its own obligations or entering into any other agreement for the financing or refinance of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement.

It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of St. Johns County, Florida, and with the Clerk of the Circuit County of Duval County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed with the Borrower's executed approval and acknowledgment attached thereto.

SECTION 9. Severability of Invalid Provisions.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, thought not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, the such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions thereof.

SECTION 10. Governing Law.

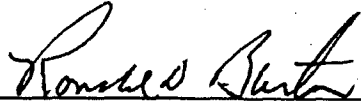
This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be government by, the laws of the State of Florida.

SECTION 11. Execution in Counterparts.

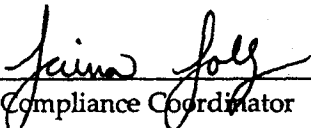
This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the date first above written.

JACKSONVILLE ECONOMIC
DEVELOPMENT COMMISSION

By: 
Executive Director

ATTEST:

By: 
Compliance Coordinator

ST. JOHNS COUNTY, FLORIDA

By: _____
Chairman of its Board of County
Commissioners

ATTEST:

By: _____
Clerk

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the dated first above written.

JACKSONVILLE ECONOMIC
DEVELOPMENT COMMISSION

By: _____
Executive Director

ATTEST:

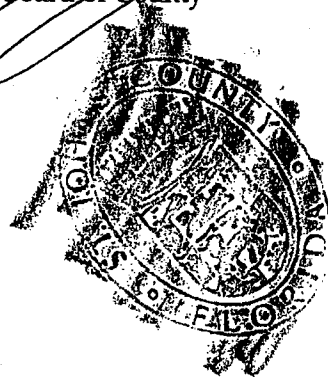
By: _____
Compliance Coordinator

ST. JOHNS COUNTY, FLORIDA

By: _____
Chairman of its Board of County
Commissioners

ATTEST:

By: Pam Halterman
Deputy Clerk



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of June, 2011, by Ronald V. Burton the Executive Director of the Jacksonville Economic Development Commission, on behalf of the Commission. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- Produced a current Florida driver's license as identification.
- Produced _____ as identification.

[Notary Seal must be affixed]



KAREN UNDERWOOD
MY COMMISSION # EE 001854
EXPIRES: June 17, 2014
Bonded thru Budget Notary Services

Karen Underwood
Signature of Notary

Karen Underwood
Name of Notary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by _____ the Chairman of the Board of County Commissioners of St. Johns County, Florida, on behalf of St. Johns County. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- Produced a current Florida driver's license as identification.
- Produced _____ as identification.

[Notary Seal must be affixed]

Signature of Notary

Name of Notary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by _____, the Executive Director of the Jacksonville Economic Development Commission, on behalf of the Commission. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- Produced a current Florida driver's license as identification.
- Produced _____ as identification.

[Notary Seal must be affixed]

Signature of Notary

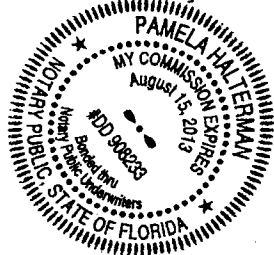
Name of Notary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 20th day of June, 2011, by J. Ken Bryan, the Chairman of the Board of County Commissioners of St. Johns County, Florida, on behalf of St. Johns County. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- Produced a current Florida driver's license as identification.
- Produced _____ as identification.

[Notary Seal must be affixed]



Pamela Halterman
Signature of Notary

Pamela Halterman
Name of Notary

APPROVAL AND ACKNOWLEDGMENT

The Bolles School, a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"), hereby approves the foregoing Interlocal Agreement, certifies that the information contained therein regarding the Borrower is correct and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the dated of said Interlocal Agreement.

THE BOLLES SCHOOL

By: Wray N. Green
Associate Head of School
for Finance

BACKGROUND INFORMATION

The Jacksonville Economic Development Commission (the "JEDC") previously acted as the sole industrial development authority for the City of Jacksonville, Florida (the "City"). Pursuant to an Interlocal Agreement dated July 1, 2011 (the "Interlocal Agreement") between the St. Johns County ("County") and the JEDC, the JEDC issued its Revenue and Revenue Refunding Bonds (Bolles School Project), Series 2011 (the "2011 Bonds") in an aggregate principal amount of \$10,000,000.

Proceeds from the 2011 Bonds were loaned to The Bolles School, a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Bolles"), and its related affiliates Bartram Campus/Bolles, Inc. and Bolles/Ponte Vedra, Inc. (together, the "Affiliates"). The proceeds were loaned to Bolles and its Affiliates for the purpose of financing and refinancing the acquisition, construction, renovation, expansion, improvement and equipping of certain educational facilities of in the County (the "St. Johns County Project") as well as other similar educational facilities in the City (collectively, the "Project").

The City abolished the JEDC pursuant to City Ordinance 2012-212-E (enacted on June 26, 2012). As a result, pursuant to its authority under Chapter 159, Florida Statutes, the City now acts by and through the City Council to issue revenue bonds and finance qualifying projects within the City.

On March 14, 2013, Articles of Merger were filed with the Florida Department of State, Division of Corporations whereby the Affiliates were merged into Bolles, effective March 14, 2012. Accordingly, all of the Projects, including the St. Johns County Project, are now owned and operated by Bolles.

Bolles has requested that the City, as successor in interest to the JEDC, approve certain amendments to the 2011 Bonds in order to, among other items, remove the Affiliates as obligors and to extend the term of the 2011 Bonds (the "2015 Amendments"). The proposed 2015 Amendments will cause the 2011 Bonds to be deemed reissued for federal income tax purposes.

The BOCC is the elected legislative body of the County, and for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), has jurisdiction over the St. Johns County Project. Therefore, in accordance with Section 147(f) of the Code, the BOCC is required to conduct a public hearing to consider whether to approve reissuance of the 2011 Bonds. Approval of the reissuance of the 2011 Bonds will provide a substantial public benefit in the County.

In accordance with Chapter 159, Florida Statutes, the 2011 Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the City, the County, the State of Florida or any political subdivision thereof but shall be payable solely from the revenues pledged therefor as provided in the Loan Agreement dated July 1, 2011 among the City, Bolles and the Affiliates, and the First Amended and Restated Loan Agreement to be entered into by and between the City and Bolles contemporaneously with the reissuance of the 2011 Bonds.

1 Introduced by the Council President at the request of Mayor:
2
3

4 **ORDINANCE 2012-212**

5 AN ORDINANCE REPEALING ARTICLE 24 OF THE
6 CHARTER OF THE CITY OF JACKSONVILLE, CHAPTER
7 92-341, LAWS OF FLORIDA, AS AMENDED (THE
8 JACKSONVILLE ECONOMIC DEVELOPMENT COMMISSION);
9 REPEALING CHAPTER 55 (ECONOMIC DEVELOPMENT),
10 *ORDINANCE CODE*; REPEALING SECTION 516.101
11 (DOWNTOWN DEVELOPMENT AGENCY BOUNDARIES),
12 *ORDINANCE CODE*; RE-CREATING CHAPTER 55
13 (ECONOMIC DEVELOPMENT), *ORDINANCE CODE*;
14 AMENDING SECTION 111.155 (SPORTS AND
15 ENTERTAINMENT BOARD TRUST FUND), *ORDINANCE*
16 *CODE*; CREATING A NEW SECTION 111.640
17 (REDEVELOPMENT TRUST FUND OF THE JACKSONVILLE
18 DOWNTOWN INVESTMENT AUTHORITY TRUST) AND A NEW
19 SECTION 111.645 (ECONOMIC DEVELOPMENT CLOSING
20 FUND), *ORDINANCE CODE*; AMENDING SECTION
21 250.514 (REQUIREMENTS FOR PLANS AND
22 SPECIFICATIONS), *ORDINANCE CODE*; AMENDING
23 SECTION 656.314 (CENTRAL BUSINESS DISTRICT
24 CATEGORY) AND SECTION 656.321 (BUSINESS PARK
25 CATEGORY), *ORDINANCE CODE*; PROVIDING FOR
26 APPROVAL OF EXECUTION OF AN ECONOMIC
27 DEVELOPMENT AGREEMENT; PROVIDING FOR APPROVAL
28 OF EXECUTION OF A GROUND-LEASE AGREEMENT;
29 PROVIDING FOR TRANSITION; APPROPRIATING
30 \$1,000,000.00 TO EFFECTUATE THIS ORDINANCE, AS
31 INITIATED BY B.T. 12-059; AMENDING SECTION

1 17.06 (APPLICABILITY OF CIVIL SERVICE SYSTEM
2 TO EMPLOYEES OF CONSOLIDATED GOVERNMENT) OF
3 ARTICLE 17 (CIVIL SERVICE) OF THE CHARTER OF
4 THE CITY OF JACKSONVILLE TO CORRECT CIVIL
5 SERVICE EXEMPTIONS; PROVIDING FOR
6 CODIFICATION; PROVIDING FOR LIBERAL
7 CONSTRUCTION; AUTHORIZING THE COUNCIL
8 AUDITOR'S AND GENERAL COUNSEL'S OFFICE TO MAKE
9 TECHNICAL AMENDMENTS; PROVIDING FOR
10 SEVERABILITY; PROVIDING FOR AN ORGANIZATIONAL
11 CHART FOR ECONOMIC DEVELOPMENT; PROVIDING AN
12 EFFECTIVE DATE.

13
14 **WHEREAS**, downtown development and redevelopment require a
15 focused investment in the downtown area; and

16 **WHEREAS**, the creation of a vibrant, healthy downtown for
17 Jacksonville is a major, multi-faceted long term and complex
18 challenge that requires the concentrated and continuing effort of a
19 city agency dedicated solely to the downtown mission; and

20 **WHEREAS**, the City of Jacksonville has prioritized partnering
21 with the business community to create high wage jobs and enhance
22 economic growth; and

23 **WHEREAS**, the City of Jacksonville recognizes the importance of
24 an economic development structure that makes our City competitive
25 in attracting new businesses and encouraging current businesses to
26 grow; and

27 **WHEREAS**, the City of Jacksonville recognizes the importance of
28 a healthy downtown; and

29 **WHEREAS**, revitalizing downtown is a key part of the City's
30 economic development strategy; now therefore

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

1 **Section 1. Repealing Article 24 (The Jacksonville**
2 **Economic Development Commission), Jacksonville Charter.** Article 24
3 (The Jacksonville Economic Development Commission), *Jacksonville*
4 *Charter*, is hereby repealed, a copy of which is attached hereto as
5 **Exhibit 1**, and the Article number is reserved.

6 **Section 2. Repealing Chapter 55 (Economic Development),**
7 **Ordinance Code.** Chapter 55 (Economic Development), *Ordinance Code*,
8 is hereby repealed, a copy of which is attached hereto as **Exhibit**
9 **2.**

10 **Section 3. Repealing Section 516.101 (Downtown**
11 **Development Agency Boundaries), Ordinance Code.** Section 516.101
12 (Downtown Development Agency Boundaries), *Ordinance Code*, is hereby
13 repealed, a copy of which is attached hereto as **Exhibit 3**, and is
14 renumbered below to Section 55.305, *Ordinance Code*.

15 **Section 4. Re-Creating Chapter 55 (Economic Development),**
16 **Ordinance Code.** Chapter 55 (Economic Development), *Ordinance Code*,
17 is hereby re-created to read as follows:

18 **CHAPTER 55. ECONOMIC DEVELOPMENT.**

19 **PART 1. OFFICE OF ECONOMIC DEVELOPMENT.**

20 **Section 55.101. Office of Economic Development Established.**
21 There is hereby established the Office of Economic Development (the
22 "Office"). The functions and activities of the Office are set
23 forth in Part 2, Chapter 55, *Ordinance Code*.

24 **Section 55.102. Office of Economic Development.** The chief
25 operating officer of the Office of Economic Development shall be
26 the Economic Development Officer (the "Officer"), who shall be
27 appointed by the mayor. The Officer shall be responsible for
28 managing the affairs of the Office subject to the supervision, and
29 shall serve at the pleasure of, the mayor. The Officer shall also
30 serve as an administrative aide to the mayor. The Officer will
31 employ the personnel to administer and operate the Office in

1 accordance with applicable law, available appropriations, and
2 employee authorizations. The Officer shall have such other duties
3 and responsibilities as required by the mayor. The Officer's salary
4 shall be set by the mayor.

5 **Section 55.103. Transfer from Jacksonville Economic**
6 **Development Commission.** As of the Effective Date of this
7 legislation, the assets and liabilities, property and personnel of
8 the Jacksonville Economic Development Commission ("JEDC") shall be
9 transferred to and become the responsibility of the City of
10 Jacksonville, through the Office of Economic Development, as it is
11 intended that the JEDC shall no longer exist; provided however,
12 that those assets, liabilities and property of the JEDC which exist
13 under Chapter 159, Part III, Florida Statutes are assumed by the
14 City, and the transfer of all assets and revenues related thereto
15 (a) are subject to all of the terms and covenants and the
16 protection of the holders of the bonds issued by or for the JEDC
17 contained in agreements or resolutions adopted by the JEDC in
18 connection with the issuance of such bonds, (b) shall not impair
19 the terms of contracts between the JEDC and the bondholders, and
20 (c) shall not act to the detriment of bondholders, and does not
21 diminish the security for the bonds, and the present employees of
22 JEDC as transferred to the Office of Economic Development as
23 appropriate, shall succeed to their former duties, responsibilities
24 and functions. Any ordinance or law, the provisions of which
25 conflict with the transfer authorized and mandated in this act are
26 repealed to the extent of such conflict.

27 **PART 2. FUNCTIONS AND ACTIVITIES, AND ADVISORY BOARDS.**

28 **Sec. 55.201. Economic Development.** The functions and
29 activities of the Office of Economic Development shall include, but
30 not be limited to:

1 (a) negotiating economic incentive packages for the City
2 (e.g. Qualified Targeted Industry Refunds, Recapture Enhanced Value
3 Grants, and other incentives as approved by the City Council in the
4 City's Economic Development Investment Policy), and monitoring
5 compliance with the same, which such monitoring compliance duties
6 may be delegated by the Office to an appropriate City department or
7 agency, with approval by the Mayor;

8 (b) managing the City's Enterprise Zone;

9 (c) except for the jurisdiction of the Jacksonville Downtown
10 Investment Authority as set forth in Part 3 below, operating as
11 staff to the Council in its role as the governing body acting as
12 the City's community redevelopment agency under Part III, Chapter
13 163, Florida Statutes for non-downtown community redevelopment
14 areas;

15 (d) operating as staff to the Council in its role as the
16 City's industrial development authority under Part III, chapter
17 159, Florida Statutes;

18 (e) managing Cecil Commerce Center;

19 (f) operating the Jacksonville Film and Television Office;

20 (g) managing and operating the Sports Complex and other
21 designated facilities set forth in Part 2, Chapter 55, *Ordinance*
22 *Code*, and the Sports and Entertainment Commission;

23 (h) operating the Equal Business Opportunity Office;

24 (i) operating the Office of Public Parking;

25 (j) operating the Office of Special Events; and

26 (k) operating the Office of Public/Private Partnerships.

27 Notwithstanding anything to the contrary herein, the powers,
28 functions and activities of the Office shall not include those
29 powers, functions and activities provided to the Jacksonville
30 Downtown Investment Authority set forth in Part 3, Chapter 55,
31 *Ordinance Code*.

1 **Sec. 55.202. Powers; functions and duties of the**
2 **Jacksonville Economic Development Officer Regarding Sports Complex**
3 **and Other Designated Facilities.** The Economic Development Officer
4 (the "Officer") shall have the following powers, functions and
5 duties with respect to all Sports Complex facilities (including but
6 not limited to the Veterans Memorial Arena, the Baseball Grounds of
7 Jacksonville, EverBank Field), the Convention Center, Metropolitan
8 Park (but excluding the marina), the area formerly known as "Kids
9 Kampus", Equestrian Center (but excluding the Cecil Community
10 Center and Teye' Brown Regional Park), the Times Union Performing
11 Arts Center, and any other facility assigned to the Officer
12 (collectively hereinafter referred to as the "facilities" or the
13 "facility"):

14 (a) The Officer, or his or her designee, shall be responsible
15 for the operation and maintenance of the facility (whether directly
16 or through a facility manager), and the Mayor, or his or her
17 designee, may execute agreements with sponsors, promoters,
18 exhibitors, performers and other persons for the use of the
19 facility, including agreements with renters of the facility to
20 staff and maintain restroom facilities at the facility through
21 contractual services, volunteers or through a nominal gratuity
22 system approved by the Officer.

23 (b) The Officer, or his or her designee, shall participate in
24 and make recommendations to the Mayor and the Council concerning
25 the planning and financing of city sponsored events at the
26 facilities.

27 (c) The Officer, or his or her designee, shall solicit and
28 generate bids for the direct marketing for city sponsored events to
29 be held at the facilities.

30 (d) The Officer, or his or her designee, shall authorize the
31 expenditure of funds lawfully appropriated by the Council for

1 hospitality expenses in the interest of promoting the facility for
2 city sponsored events.

3 **Sec. 55.203. Equal Business Opportunity Office.** There is
4 created and established as a function the Equal Business
5 Opportunity Office. The Office shall employ the "Ombudsman" and
6 shall be responsible for deployment and administration of Chapter
7 126, Part 6, and shall:

8 (a) Process certification applications;

9 (b) Assist the Jacksonville Economic Development Officer in
10 setting participation JSEB and MBE goals on a project by project
11 basis;

12 (c) Monitor City projects for compliance with the
13 requirements of Chapter 126, *Jacksonville Ordinance Code*;

14 (d) Report on the expenditure of City funds paid to certified
15 companies;

16 (e) Assist in the resolution of disputes between City vendors
17 regarding issues of payment, performance and overall contract
18 compliance;

19 (f) Provide support services to assist certified vendors in
20 their efforts to secure training, bonding and access to capital
21 pursuant to Sections 6A and 6B in Chapter 126; *Jacksonville*
22 *Ordinance Code*, and

23 (g) Assist the Jacksonville Economic Development Officer in
24 performing the various duties defined in and/or required by Chapter
25 126, *Jacksonville Ordinance Code*.

26 **Sec. 55.204. Public Parking.** The Office of Public Parking
27 shall be responsible for all City parking lots and parking garages
28 and for the enforcement of parking laws. To the extent the
29 ordinance code refers to the "Public Parking Officer," for purposes
30 of this ordinance, such terms shall be defined and shall mean the

1 Economic Development Officer or his or her designee. This Office
2 shall further be responsible for the following:

3 (a) Enforce registration, licensing, inspection and safety
4 regulations for taxicabs, limousines, vessels for hire, vehicles
5 for hire, wreckers and school buses;

6 (b) Administer and operate the city's parking facilities and
7 enforce the parking laws, rules and regulations of the City of
8 Jacksonville and of the State of Florida.

9 **Sec. 55.205. Special Events.** There is created and
10 established as a function the Special Events Office for the purpose
11 of organizing and permitting special events within the City.

12 (a) The Special Events Office shall be responsible for the
13 coordination, planning, and implementation of all special events
14 conducted by the City, and through the Jacksonville Economic
15 Development Officer, implement the provisions of Chapter 191
16 (Special Events), *Ordinance Code*.

17 (b) The Special Events Office, no later than 60 days after
18 the last day of an event, shall deliver to the Financial Services
19 Officer (a/k/a the Chief Financial Officer) and the Council Auditor
20 a complete accounting of revenues by source, and expenditures by
21 category and source including, but not limited to, General Fund,
22 Trust Fund, and any other funds, on a form agreed to by the
23 Economic Development Officer, the Chief Financial Officer and the
24 Council Auditor.

25 **Sec. 55.206. Advisory Boards.** The Office shall serve as staff
26 to the following advisory boards (as amended from time to time):

27 (a) Sports and Entertainment Advisory Board established by
28 Chapter 96, *Ordinance Code*);

29 (b) Mayor's Advisory Commission on Television, Motion Picture
30 and Commercial Production established by Executive Order
31 99-3;

- 1 (c) Enterprise Zone Development Agency Board established by
2 Chapter 501, *Ordinance Code*;
- 3 (d) Industrial Development Bond Review Committee established
4 by s. 104.307 and 104.313, *Ordinance Code*;
- 5 (e) JIA/CRA (Jacksonville International Airport Community
6 Redevelopment Agency established by ss. 500.102 and
7 500.104, *Ordinance Code*; [need to review and revise bc -
8 establishes JEDC as CRA]
- 9 (f) Southside Community Redevelopment Agency established by
10 s. 500.115, *Ordinance Code*;
- 11 (g) Downtown Northbank Redevelopment Agency established by s.
12 500.115, *Ordinance Code*;
- 13 (h) Soutel/Moncrief Redevelopment Agency established by s.
14 500.115, *Ordinance Code* [need to review and review or
15 repeal - establishes City Council as CRA - See Ord 2008-
16 919 naming Council as Agency for this area]; and
- 17 (i) Downtown Development Review Board established by s.
18 656.361.1 and 656.361.7, *Ordinance Code*.

19 **PART 3. DOWNTOWN INVESTMENT AUTHORITY.**

20 **Sec. 55.301. Jacksonville Downtown Development Agency Act.**

21 This act shall be known and may be cited as the "Jacksonville
22 Downtown Investment Authority Ordinance."

23 **Sec. 55.302. Legislative Intent.** This act constitutes the
24 codification of all ordinances controlling the development of
25 Downtown Jacksonville, as such is defined below. It is the intent
26 of the City in enacting this law to provide a single, comprehensive
27 charter for the Agency and a single, comprehensive method of
28 addressing downtown redevelopment.

29 **Sec. 55.303. Legislative Findings.** The City finds that
30 the activities and functions of the Agency are essentially public
31 works and are not concerned with political or governmental

1 purposes. For these reasons the Agency is denied police powers,
2 except to the extent presently exercised by the Downtown
3 Development Review Board.

4 **Sec. 55.304. Downtown Investment Authority Established.**

5 (a) There is hereby created and established the Downtown
6 Investment Authority ("DIA"), which Agency shall have all the
7 powers herein provided, and which shall be a body corporate as well
8 as politic, with power to sue and be sued in all the courts of this
9 state, and with power to adopt and use a corporate seal.

10 (b) DIA is to be the sole development and community
11 redevelopment Agency for the Downtown Area, as defined by Section
12 55.305 below, for the City of Jacksonville pursuant to Chapter 163,
13 Part III of Florida Statutes, as amended.

14 **Sec. 55.305. Boundaries of Jacksonville Downtown Area.**

15 For purposes of this Chapter, the Jacksonville downtown area,
16 of which the Southside Community Redevelopment Area approved by
17 Ordinances 80-1346-703 and 2000-1078-E and the Northwest Community
18 Redevelopment Area approved by Resolution 81-4724-194, is included,
19 is defined as and shall include the following area:

20 Beginning at the intersection of the northerly right-of-way
21 line of State Street with the westerly right-of-way line of
22 Interstate 95; thence run southerly along the westerly right-of-way
23 line of Interstate 95 to the northerly right-of-way line of the
24 westerly expressway approach to the Fuller Warren Bridge; thence
25 southeasterly and easterly along the northerly right-of-way line of
26 the westerly approach to the Fuller Warren Bridge and the easterly
27 expressway approach to the Fuller Warren Bridge to the easterly
28 right-of-way line of Alamo Street; thence northeasterly along the
29 easterly right-of-way line of Alamo Street and the northeasterly
30 projection thereof to the St. Johns River; thence northerly across
31 the St. Johns River to the mouth of Hogan's Creek; thence easterly

1 and northerly along the St. Johns River to the northerly right-of-
2 way line of the Matthews Bridge Expressway; thence westerly along
3 the northerly right-of-way line of the Matthews Bridge Expressway
4 to its connection with the northerly right-of-way line of State
5 Street; thence westerly along the northerly right-of-way line to
6 State Street to the westerly right-of-way line of Jefferson Street;
7 thence northerly along said westerly right-of-way line of Jefferson
8 Street 1726.25 feet to a point as defined in the legal description
9 prepared by Sunshine State Surveyors, Inc., dated September 24,
10 1990 on the Blodgett Homes site proposed for the State Regional
11 Service Center; thence easterly along said line as referenced in
12 the above survey to the easterly right-of-way line of Davis Street;
13 thence southerly along said easterly right-of-way line of Davis
14 Street to the northerly right-of-way of Kings Road; thence easterly
15 along said northerly right-of-way line of Kings Road to the
16 northerly right-of-way line of State Street; to the point of
17 beginning.

18 **Sec. 55.306. Definitions.** The following terms shall have
19 the meaning ascribed to them in this Charter unless the context
20 shall clearly require otherwise:

21 (a) "Agency" means the Downtown Investment Authority ("DIA").

22 (b) "Board" means the governing body of the DIA selected as
23 herein provided.

24 (c) "Director or CEO" means the chief executive officer of
25 the Agency selected by the board as herein provided.

26 (d) "City" means the consolidated City Jacksonville.

27 (e) "Council" means the City Council for the consolidated
28 City of Jacksonville.

29 (f) "Downtown" means the lands described in Section 55.305
30 (Boundaries of Jacksonville Downtown Area), *Ordinance Code*.

1 (g) "Bonds" means any bonds, including refunding bonds,
2 notes, interim certificates, certificates of indebtedness,
3 debentures, and other financial obligation instruments.

4 (h) "Public facility" means any street, park, parking lot,
5 playground, right-of-way, structure, waterway, bridge, lake, pond,
6 canal, utility lines or pipes, and building, including access
7 routes to any of the foregoing, designed and dedicated to use by
8 the public generally, or used by any public agency with or without
9 charge, whether or not the same is revenue producing.

10 (i) "Cost," when used with reference to any project, includes
11 all costs that would be allowable properly for payment by the
12 issuance of tax-exempt bonds.

13 (j) "Project" means any development, improvement, property,
14 utility, development or redevelopment facility, works road,
15 sidewalk, enterprise, service, or convenience, including, without
16 limitation, public transportation facilities and services, now
17 existing or hereafter undertaken or established, that under the
18 provisions of this act the Agency is authorized to construct,
19 acquire, undertake, or furnish for its own use or for the use of
20 any other person, firm, or corporation owning, leasing, or
21 otherwise using the same, for any profit or nonprofit purpose or
22 activity, and shall include, without limitation, such repairs,
23 replacements, additions, extensions, and betterments of and to
24 any project as may be deemed necessary or desirable by the board to
25 place or to maintain such project in proper condition for the safe,
26 efficient, and economic operation thereof.

27 (k) "Public body" means the federal government, the State of
28 Florida or any county, municipality, board, commission, agency,
29 authority, special district, department, or any other subdivision
30 or public body of the State of Florida or the United States of
31 America or any agency, authority or instrumentality, corporation,

1 or otherwise of the United States of America (collectively, the
2 "Federal Government").

3 (l) "*Business Investment/Development Plan*" means a plan, as
4 it exists from time to time, for the successful development of
5 Downtown, and shall be inclusive of a redevelopment plan under
6 Chapter 163, Part III, Florida Statutes, which plan:

7 (a) Shall conform to the comprehensive plan for the City
8 and the Downtown DRI.

9 (b) Shall be sufficiently complete to indicate such land
10 acquisition, demolition, and removal of structures, investment,
11 development, redevelopment, improvements, and re-habilitation as
12 may be proposed to be carried out in the Downtown; zoning and
13 planning changes, if any; land uses; maximum densities; building
14 requirements; and the plan's relationship to definite local
15 objectives respecting appropriate land uses, improved traffic,
16 public transportation, public utilities, recreational and community
17 facilities, and other public improvements.

18 (m) "*Real property*" shall include lands, including
19 improvements and fixtures thereon, and property of any nature
20 appurtenant thereto, or used in connection therewith, and every
21 estate, interest, right, and use, legal or equitable, therein
22 including terms for years and liens by way of judgment, mortgage,
23 or otherwise.

24 (n) "*Obligee*" shall include any bondholder, agents, or
25 trustees for any bondholders, or lessor demising to the Agency
26 property used in connection with a redevelopment project, or any
27 assignee or assignees of such lessor's interest or any part
28 thereof, and the Federal Government when it is a party to any
29 contract with the City.

30 (o) "*Person*" means any individual, firm, partnership,
31 corporation, company, association, joint stock association, or body

1 politic, and shall include any trustee, receiver, assignee, or
2 other person acting in a similar representative capacity.

3 **Sec. 55.307. Downtown Investment Authority Board.**

4 (a) Establishment.

5 There is hereby established a Board to be known as the
6 Downtown Investment Authority Board (hereinafter known as the DIA
7 Board) to act as a governing body for the Downtown Investment
8 Authority.

9 (b) Membership; appointment and removal; terms of office.

10 (1) The Board shall consist of 9 members to be appointed
11 by the Mayor and confirmed by Council. The Board Members shall
12 be Duval County residents or have substantial business or
13 philanthropic interests in Duval County as defined in Chapter
14 50.102(b).

15 (2) Members shall be appointed for 4-year staggered
16 terms, expiring July 1st; but shall serve until their
17 successor has been appointed and confirmed. Of the initial
18 appointments, 3 members shall serve for 4-year terms, 3
19 members shall serve 3-year terms, and 3 members shall serve
20 for 2-year terms. No member shall serve for more than two
21 consecutive full terms; but appointments to fill vacancies for
22 partial terms (less than 50% of a full term) and initial
23 appointments under the preceding sentence for less than 3-
24 years shall not be deemed to be full terms.

25 (3) Members shall serve at the pleasure of the Mayor
26 and may be removed at any time in the same manner in which the
27 member was appointed, which such removal shall also require
28 City Council approval.

29 (4) Vacancies. A Board member's term shall
30 automatically expire and his or her office shall be deemed
31 vacant for purposes of appointment of a new member if, while

1 in office, he or she shall cease to be qualified for
2 membership hereunder. Every Board member shall continue to
3 hold office until his or her successor has been appointed and
4 has qualified. All appointments of the Board shall be made
5 upon recommendation of the Mayor and confirmation by the City
6 council. Appointments made to fill a vacancy during a term of
7 office shall be for the unexpired term only.

8 (5) The Board Membership shall be considered an office
9 and limited by the office holding provisions as provided for
10 under the Florida Constitution. No Board Member shall be
11 eligible to serve as a member of the Board while holding other
12 office or being an employee of the City. All Board Members
13 shall be required to take an oath of office required by the
14 City Officials and found in Section 2.101, *Ordinance Code*.

15 (c) Organization and proceedings.

16 (1) *Officers*. The Mayor shall appoint the initial
17 Chairman of the Board from among its members to serve for a
18 one-year term commencing on July 1 and may create and fill
19 such other offices as it may deem necessary or desirable;
20 thereafter, such Chairman shall be appointed by a majority
21 vote of the Board to serve for a one-year term, commencing on
22 July 1 of each year. The Board may appoint other members of
23 its body to serve in other roles and perform such other duties
24 as may be delegated to that person by the Board from time to
25 time.

26 (2) *Rules of procedure*. The Board shall establish rules
27 of procedure necessary to its governing and the conduct of its
28 affairs, consistent with the applicable provisions of the
29 Ordinance Code.

30 (3) *Meeting*. The Board shall hold at least one regular
31 meeting every three months, and such additional meetings as

1 may be needed from time to time. The Board shall adopt and
2 promulgate rules governing its procedures. Special meetings
3 may be held when called in the manner provided in the rules of
4 the Board and in accordance with applicable laws. All
5 meetings of the Board shall be open to the public and
6 compliant with the Sunshine Act under Fla. Statutes Chapter
7 286 as amended from time to time.

8 (4) *Voting; quorum.* All decisions and recommendations
9 of the Board shall require a concurring vote of a majority of
10 the members present. Five members shall constitute a quorum.
11 Tie votes shall result in the subject agenda item being
12 continued to the next meeting of the Board.

13 (5) *Administrative support.* The Board shall receive
14 staff support from the Economic Development Office upon
15 request as needed.

16 (6) *Notice.* Notice of meetings shall be posted five
17 days in advance in the lobby of City Hall. No other
18 advertisement or notification is required, except as may be
19 required otherwise pursuant to Municipal Code or Florida
20 Statutes.

21 (7) *Compensation.* Members shall serve without
22 compensation, pension or retirement benefits; however they may
23 be compensated for travel and other expenses as allowed by the
24 Ordinance Code.

25 (8) *Compliance.* The Board shall be subject to the
26 provisions of Chapters 50, *Ordinance Code*, except as may be
27 otherwise set forth in this Chapter.

28 **Sec. 55.308. Powers and Duties.** The Board shall, and have
29 the power, subject to adequate, appropriated funds, to do the
30 following as to the Downtown:

1 (a) Appoint a Chief Executive Officer, prescribe his or her
2 duties, and fix his or her compensation which shall be paid from
3 funds available to the Agency in the same manner as city employees
4 are paid. Such Chief Executive Officer shall have the authority to,
5 subject to available funding, appoint, employ and/or remove such
6 additional staff as is deemed necessary for the efficient and
7 effective administration of the activities of the office. All
8 employment matters shall be handled in accordance with City Human
9 Resource policies and requirements, and with assistance from the
10 City's Human Resources Division.

11 (b) Serve as the City's Community Redevelopment Agency
12 ("CRA") as to the Downtown CRA's (Southside CRA and Downtown
13 Northbank CRA), and may exercise any powers and authority granted
14 Community Redevelopment Agencies by Part III, Chapter 163, Florida
15 Statutes.

16 (c) Negotiate and grant final approval to downtown
17 development and redevelopment agreements subject to the Agency's
18 budget without further action of Council, provided such
19 agreements:

20 (1) Provide funding, if included in an agreement,
21 that has been appropriated to the DIA's budget for the
22 purpose of promoting economic development and
23 revitalizing downtown and the agreement is consistent
24 with the form approved by Council; and

25 (2) Ground lease property in the form agreement
26 approved by Council without incurring any expense beyond
27 that appropriated by Council.

28 (d) Administer and manage the downtown tax increment finances
29 ("TIF").

30 (e) Develop a marketing plan for downtown.

1 (f) Incorporate and perform the functions of the Downtown
2 Development Review Board, beginning with the 2012/2013 fiscal year.

3 (g) Develop and adopt a five-year Business Investment and
4 Development ("BID") plan for Downtown to include goals, objectives,
5 and performance measures, and including the required elements under
6 Fla. Stat. 163 part III, for approval by City Council. The Board
7 shall include in this Plan long-range plans designed to halt or
8 prevent deterioration of downtown property values.

9 (h) Receive, dispose of, and bond (subject to City approval)
10 all authorized revenue.

11 (i) Receive and administer grants from public and private
12 sources in coordinate with other City agencies.

13 (j) Adopt bylaws, rules, resolutions, and orders prescribing
14 the powers, duties, and functions of the officers of the Agency,
15 the conduct of the business of the Agency, the maintenance of the
16 records.

17 (k) Maintain an office at such place or places as may be
18 designated by the City.

19 (l) Execute all contracts and other documents, adopt all
20 proceedings, and perform all acts determined by the Board to be
21 necessary or desirable to carry out the purposes of this Chapter.
22 The Board may authorize one or more members of the board to execute
23 contracts and other documents on behalf of the board.

24 (m) Prepare analyses of economic changes taking place upon
25 the downtown area.

26 (n) Study and analyze the impact of metropolitan growth upon
27 the downtown area.

28 (o) Plan and propose within the downtown area improvements of
29 all kinds, including, among other things, the renovation, repair,
30 remodeling, reconstruction, or other changes in existing buildings
31 which may be necessary or appropriate to the execution of any such

1 plan which in the opinion of the board will aid in the economic
2 growth of the downtown area.

3 (p) Establish, operate, lease, license, grant, or convey in
4 the downtown area such public facilities as shall be designated by
5 the Mayor and which in its opinion would be feasible and desirable
6 in the implementation of any plan conceived and executed by the
7 board. Public facilities shall also include pedestrian malls,
8 historical buildings or monuments, and cultural, educational, and
9 recreational facilities but shall not include City parks.

10 (q) Use the services of the City's General Counsel to advise
11 the board in the proper performance of its duties. With the
12 approval of the General Counsel, and subject to available funding,
13 employ specialized outside private counsel.

14 (r) Incur all or part of the expense of any public
15 improvement made by the city, county, state, or Federal Government,
16 or any agency of them, in exercising powers granted to the DIA.

17 (s) Lend, grant, or contribute funds to the City.

18 (t) Enter into agreements with a Public Body respecting
19 action to be taken in the exercise of any of the powers granted to
20 the DIA or in furtherance of the objectives of the DIA.

21 (u) Acquire property, real, personal, or mixed, within or
22 without the downtown, in fee simple or any lesser interest or
23 estate, by purchase, gift, devise, or lease, upon such terms and
24 conditions as the board may deem necessary or desirable, and by
25 condemnation, if authorized by the City, provided the Board
26 determines that the use or ownership of such property is necessary
27 in the furtherance of a designated lawful purpose authorized under
28 law, to acquire title to submerged lands and riparian rights and
29 easements or rights-of-way, with or without restrictions and
30 within or without the limits of the downtown;

1 (v) Hold, manage, control, lease, sell, dedicate, grant, or
2 otherwise dispose of the same and of any of the assets and
3 properties of the DIA, or any interest therein, including easements
4 and licenses, with or without consideration; provided, however,
5 that leases of City property, as approved as to form in Ordinance
6 2012-212-E.

7 (w) Obtain appraisals, title searches, surveys, studies, and
8 other plans and work necessary to prepare for the undertaking of
9 redevelopment projects. The Agency is authorized to develop, test,
10 and report methods and techniques, and carry out demonstrations and
11 other activities, for the prevention and the elimination of slums
12 and blight.

13 (x) To plan or modify streets, roads, sidewalks, ways, or
14 other places and to plan or modify any part of the Downtown subject
15 to applicable laws of the state of Florida.

16 **Sec. 55.309. Budget.** The Officer shall prepare and submit
17 for the approval of the Board a budget for the operation of the
18 Agency for the next fiscal year in accordance with the schedule set
19 by the Mayor. The budget shall conform to the fiscal year of the
20 City and shall contain the information required of all City
21 departments. After approval by the Board, a copy of the budget
22 shall be delivered by the director to the Mayor for his or her
23 consideration.

24 **Sec. 55.310. Finances.** The operations of the Agency shall
25 be financed from any lawful source, including without limitation
26 the following sources:

27 (a) Moneys borrowed and to be repaid from other funds
28 received under the Agency of this act.

29 (b) Donations and contributions to the Agency for the
30 performance of its functions from any source, public or private.

1 (c) Revenues from the rental, operation, or sale of assets,
2 facilities, and projects of the Agency and revenue from any
3 agreement(s) with any public body.

4 (d) Public revenues derived from property in the downtown
5 area appropriated by Council and approved by the Mayor.

6 **Sec. 55.311. Compliance with Laws, Ordinances and**
7 **Regulations.** All Board Members shall comply with all applicable
8 laws, ordinances, and regulations, including but not limited to the
9 State of Florida laws on ethics, as applied to a redevelopment
10 agency under Chapter 163, Part 3, Florida Statutes, the Sunshine
11 Law, Chapter 286, Florida Statutes, and the Public Records Act,
12 Chapter 119, Florida Statutes.

13 **Sec. 55.312. Eminent domain.** With approval of the City
14 Council, the board shall have the right to acquire by condemnation
15 any interest in real property, including a fee simple title
16 thereto, which it may deem necessary for the action of the Agency
17 or for the performance of its lawful functions under this act.
18 Said Agency may exercise the power of eminent domain in the manner
19 provided in Chapters 73 and 74, Florida Statutes, and acts
20 amendatory thereof or supplementary thereto, or it may exercise the
21 power of eminent domain in the manner now or which may be hereafter
22 provided by any other statutory provision for the exercise of the
23 power of eminent domain. Property already devoted to a public use
24 may be acquired in like manner. However, no real property
25 belonging to the state, or any political subdivision thereof, may
26 be acquired without consent.

27 * * *

28 **Section 5. Amending Section 111.155 (Sports and**
29 **Entertainment Board Trust Fund), Ordinance Code.**

30 Section 111.155 (Sports and Entertainment Board Trust Fund),
31 *Ordinance Code*, is hereby amended to read as follows:

1 **CHAPTER 111. SPECIAL REVENUE AND TRUST ACCOUNTS.**

2 **PART 1. PARKS, RECREATION, CULTURE AND ENTERTAINMENT.**

3 * * *

4 **Sec. 111.155. - Sports and Entertainment Board-Trust Fund.**

5 There is created an account to be known as the Sports and
6 Entertainment ~~Board-Trust~~ Fund, into which shall be deposited funds
7 appropriated from time to time by Council and all event-related
8 monies including, but not limited to, ticket sales, donations,
9 gifts, sponsorship underwriting fees, advertising charges and
10 commissions, and event participation fees which are sold by the
11 City Sports and Entertainment Board or given to the City Sports and
12 Entertainment Board from nongovernmental sources, together with
13 interest thereon. These funds are designated to pay commissioned
14 advertising expenses and to assist in subsidizing events and in
15 defraying the direct costs and expenses associated with events that
16 are sponsored or co-sponsored by the City, Sports and Entertainment
17 Board, as such events are determined by the Mayor or his designee.
18 ~~Sports and Entertainment Board. Disbursements from this fund shall~~
19 ~~be in compliance with Section 5 of the Sports and Entertainment~~
20 ~~Board's rules. The Sports and Entertainment Commission shall serve~~
21 ~~in an advisory capacity to the Mayor with respect to sports and~~
22 ~~entertainment events.~~ The Director of Finance shall make
23 disbursements from this fund upon the written requisition of the
24 Mayor or his designee. ~~Jacksonville Economic Development Authority~~
25 ~~(JED).~~ The Mayor or his designee ~~Sports and Entertainment~~
26 ~~Commission Board~~ shall approve all contracts and agreements with
27 promoters, co-sponsors and other public or private parties or
28 entities which are necessary both to outline and define the duties
29 and responsibilities of the City Sports and Entertainment Board and
30 such other persons or entities, provided, however, that the
31 Director of Finance ~~Executive Director of the Jacksonville Economic~~

1 ~~Development Authority (JED)~~ shall certify on such contracts or
2 agreements that there are current funds available in this trust
3 fund to fund the particular event in question, and provided further
4 that an assistant general counsel in the Office of General Counsel
5 shall approve such contracts and agreements as to form. All event-
6 related monies and interest placed into this trust fund are hereby
7 appropriated for the purposes of this trust fund and all
8 appropriations (event-related monies and City-provided funding)
9 shall not lapse at the close of any fiscal year, but instead shall
10 carry over to the next fiscal year.

11 * * *

12 **Section 6. Creating a new Section 111.640 (Redevelopment**
13 **Trust Fund of the Jacksonville Downtown Investment Authority Trust)**
14 **and a new Section 111.645 (Economic Development Closing Fund),**
15 **Ordinance Code.** Section 111.640 (Redevelopment Trust Fund of the
16 Jacksonville Downtown Investment Authority Trust) and Section
17 111.645 (Economic Development Closing Fund), *Ordinance Code*, are
18 hereby created to read as follows:

19 **CHAPTER 111. SPECIAL REVENUE AND TRUST ACCOUNTS.**

20 * * *

21 **PART 6. ECONOMIC AND COMMUNITY DEVELOPMENT.**

22 * * *

23 **Sec. 111.640. Redevelopment Trust Fund of the Jacksonville**
24 **Downtown Investment Authority Trust Community.**

25 (a) There is established a fund to be known as the
26 Redevelopment Trust Fund of the Jacksonville Downtown Investment
27 Authority. In addition to any other funds available to the Agency,
28 funds allocated to and deposited into said redevelopment trust fund
29 may be used by the Agency, subject to prior approval by the board
30 and pursuant to the provisions of this act, to finance or refinance
31 all or part of the cost of construction or acquisition of any

1 project now or hereafter undertaken by the Agency individually or
2 with or by any other governmental entity.

3 (b) Anything to the contrary notwithstanding, the
4 redevelopment trust fund shall not come into existence until this
5 act has been approved by an ordinance adopted by the City by
6 ordinance. Upon the final adoption and passage of such ordinance
7 by the, City the redevelopment trust fund shall thereafter continue
8 in full force and effect in accordance with all of the terms and
9 provisions this act.

10 (c) If the Jacksonville Downtown Investment Agency of the
11 City of Jacksonville ceases to exist, the redevelopment trust fund
12 shall be dissolved, and all funds previously deposited therein by a
13 taxing Agency together with a pro rata share of any interest having
14 accrued thereon shall be returned to the City for appropriation
15 following compliance with whatever contractual or bond obligations
16 that are outstanding.

17 (d) Funding. The funding of the redevelopment trust fund
18 shall take place annually commencing with the budget year 2012-
19 2013.

20 **Sec. 111.645. Economic Development Closing Fund.**

21 (a) There is established a trust fund to be known as the
22 Economic Development Closing Fund ("EDCF"). The purpose of the
23 EDCF is to provide funding for economic development projects where
24 quick action is required to create jobs for the city in accordance
25 with the job creation guidelines of the Office of Economic
26 Development. Funds from the EDCF may be used by the Mayor for any
27 economic development project that creates jobs for the city. The
28 Director of Finance shall make disbursements from the EDCF upon the
29 joint written requisition of the Mayor, or his designee, and the
30 Council President. The Mayor is hereby authorized to approve and
31 execute any and all contracts defining the rights and obligations

1 of the parties with respect to the EDCF funds, provided that the
2 Director of Finance shall certify on such contracts that there are
3 current funds available in the EDCF to fund the applicable project,
4 and further provided that the Office of General Counsel shall
5 approve such contracts as to form.

6 (b) The City Council may annually appropriate funds to the
7 EDCF beginning with the 2012-2013 fiscal year budget. Any such
8 appropriated amounts remaining at the end of each fiscal year shall
9 not lapse but shall instead carry over to the next fiscal year.
10 The EDCF budget for each fiscal year shall be prepared and approved
11 by the Office of Economic Development and a copy thereof shall be
12 submitted to the Mayor, for inclusion in the City's budget
13 following his input or modifications, by April 1, of each year.

14 (c) Anything to the contrary notwithstanding, the EDCF shall
15 not come into existence until this act has been approved by the
16 City by ordinance. Upon the final adoption and passage of such
17 ordinance by the City, the EDCF shall thereafter continue in full
18 force and effect in accordance with all of the terms and provisions
19 this act.

20 * * *

21 **Section 7. Amending Section 250.514 (Requirements for plans**
22 **and specifications), Ordinance Code.** Section 250.514 (Requirements
23 for plans and specifications), *Ordinance Code*, is hereby amended to
24 read as follows:

25 **CHAPTER 250. MISCELLANEOUS BUSINESS REGULATIONS.**

26 * * *

27 **PART 5. DOWNTOWN SIDEWALK VENDORS AND OPEN AIR MARKETS.**

28 * * *

29 **SUBPART B. DOWNTOWN OPEN AIR MARKET.**

30 * * *

31 **Sec. 250.514. Requirements for plans and specifications.**

1 Prior to the issuance by the Tax Collector of a permit for an
2 open air market, it shall be necessary for the person or persons,
3 or any other entity seeking to have an open air market, to submit
4 an open air market application and specifications showing layout,
5 site plan, floor requirements, liability insurance, procedures to
6 protect against insects and rodents, procedures relating to
7 cleanliness, maintenance and disposal of debris or garbage,
8 signage, construction or electrical requirements, and any other
9 information to the ~~JEDC/DDA~~ Economic Development Office, Risk
10 Management, Recreation and Community Services Department, and
11 Occupational License Department that would be reviewed and approved
12 by the ~~JEDC/DDA~~ Economic Development Office, Risk Management,
13 Public Works, Recreation and Community Services Department and any
14 other applicable agencies. The approving agencies shall have the
15 authority to place any and all appropriate restrictions on the
16 operation of an open air market.

17 **Section 8. Amending Section 656.314 (Central Business**
18 **District Category) and Section 656.321 (Business Park Category),**
19 **Ordinance Code.** Section 656.314 (Central Business District
20 Category) and Section 656.321 (Business Park Category), *Ordinance*
21 *Code*, are hereby amended to read as follows:

22 **CHAPTER 656. ZONING CODE.**

23 * * *

24 **PART 3. SCHEDULE OF DISTRICT REGULATIONS.**

25 * * *

26 **SUBPART C. COMMERCIAL USE CATEGORIES AND ZONING DISTRICTS.**

27 * * *

28 **Sec. 656.314. Central Business District Category.**

29 This is a mixed land use category that is coterminous with the
30 jurisdictional area of the ~~Jacksonville Economic Development~~
31 ~~Commission (JEDC)~~ Downtown Investment Authority (DIA). The category

1 allows medium to high-density residential (including loft
2 apartments), commercial, industrial, institutional, recreational,
3 and entertainment uses, as well as transportation and communication
4 facilities. Loft apartments consisting of residential units within
5 large, formerly nonresidential buildings converted or partially
6 converted to residential purposes will be permitted throughout the
7 Central Business District Category in all zoning districts. All the
8 area in the Central Business District is included within the
9 boundaries of the development of regional impact (DRIs) for the
10 downtown area. The exact location, distribution, and
11 density/intensity of various types of land use in the ~~DDA's~~
12 ~~jurisdictional area~~ DIA Jurisdictional Area as defined by Section
13 55.305, Ordinance Code, is guided by the master development plans
14 approved as part of the DRIs for the downtown area.

15 * * *

16 **SUBPART D. INDUSTRIAL USE CATEGORIES AND ZONING DISTRICTS.**

17 * * *

18 **Sec. 656.321. Business Park Category.**

19 This mixed land use category is primarily intended to
20 accommodate low to moderate intensity office and industrial parks,
21 which are generally developed as commercial subdivisions. Land uses
22 permitted in this category include business/professional offices
23 including banks and financial institutions, research and
24 development activities, radio and T.V. studios, light
25 manufacturing, fabrication and assembly, service establishments,
26 major institutions, light industrial, and warehousing uses.
27 Commercial offices comprise 70 to 90 percent of the land area in
28 this category, while service, major institutional and light
29 industrial uses constitute the remaining 10 to 30 percent. A
30 portion of the land area in this category, not to exceed 25
31 percent, may be devoted to hotels, motels, restaurants, and similar

1 supporting commercial uses.

2 In addition to the secondary and supporting uses allowed in
3 all industrial categories, communication facilities, utilities,
4 off-street parking lots, vocational trade, technical or industrial
5 schools, private clubs, churches, day care centers, nursing homes
6 and similar other public facilities meeting the performance
7 standards and criteria in the Land development Regulations will
8 also be allowed in this category. The location, type, scale and
9 density/intensity of the supporting and secondary uses shall be
10 compatible with the overall character of the existing, as well as
11 the proposed future development of the area. Residential uses may
12 be allowed within this category including single and multi-family
13 residences, which were originally designed and legally built as
14 single and multi-family residences prior to adoption of the
15 Comprehensive Plan, and newly constructed units, live/work lofts,
16 and other mixed use projects as long as they are outside any
17 airport environ as identified in the Land Development Regulations,
18 outside the Coastal High Hazard Area and within a density range of
19 1 to 20 units per acre.

20 Business parks shall be located in areas designated for this
21 category on the FLUMs. The standards as in the Land Development
22 Regulations and the criteria herein only designate locations that
23 may be considered for business parks. Consideration does not
24 guarantee the approval of a particular site for business parks in
25 any given location. Site access to roads classified as arterial or
26 higher on the adopted Highway Functional Classification System Map,
27 which is part of the 2010 Comprehensive Plan, is preferred except
28 for sites located within the ~~Jacksonville DDA's jurisdictional~~
29 ~~boundaries~~ Jacksonville's Downtown as defined by Section 55.305,
30 Ordinance Code.

31 * * *

1 **Section 9. Authority to Execute Economic Development**
2 **Agreement.** Upon the approval of the DIA Board, the Chief Executive
3 Officer is authorized to execute an Economic Development Agreement
4 with third parties for economic development in the downtown area,
5 in substantially the sample form attached hereto as **Exhibit 4**
6 attached hereto and made a part hereof. Any changes to the standard
7 form of agreement will be limited to amendments that are technical
8 in nature and all such amendments shall be subject to appropriate
9 legal review and approval by the Office of General Counsel.

10 **Section 10. Authority to Execute Ground-Leases Agreement.**
11 Upon the approval of the DIA Board, the Chief Executive Officer is
12 authorized to execute a Ground-Leases agreement with third parties
13 for economic development in the downtown area, in substantially the
14 sample form attached hereto as **Exhibit 5** attached hereto and made a
15 part hereof, subject to the requirements of Part III, Chapter 163,
16 Florida Statutes where applicable. Any changes to the standard form
17 of agreement will be limited to amendments that are technical in
18 nature and all such amendments shall be subject to appropriate
19 legal review and approval by the Office of General Counsel.

20 **Section 11. Transition.** The Mayor or designee is authorized
21 to effect the transition and implementation required by this
22 ordinance through the transfer or other disposition of the records,
23 property, and personnel (those not confirmed by Council) affected
24 by this legislation.

25 **Section 12. Appropriation of Funds to Effectuate Legislation,**
26 **as Initiated by Amended B.T. 12-059.** For the 2011-2012 fiscal
27 year, within the City's budget, there are hereby appropriated the
28 indicated sum(s) from the account(s) set forth in the "Transfer
29 From" list on the Budget Transfer sheet attached hereto as **Exhibit**
30 **6** to the account(s) set forth in the "Transfer To" list on the
31 Budget Transfer sheet attached hereto as **Exhibit 6.** Budget Transfer

1 sheet "B.T. 12-059" is attached hereto as **Exhibit 6**, and
2 incorporated herein by this reference.

3 **Section 13. Purpose.** The purpose of the appropriation in
4 Section 14 above is provide for the transfer of funds and budgets
5 resulting from this ordinance.

6 **Section 14. Amending Section 17.06 (Applicability of civil**
7 **service system to employees of consolidated government), Charter of**
8 **the City of Jacksonville.** By virtue of Section 17.06(q)
9 (Applicability of civil service system to employees of consolidated
10 government), Article 17 (Civil Service), *Charter of the City of*
11 *Jacksonville*, is hereby amended to read as follows:

12 **ARTICLE 17. CIVIL SERVICE**

13 * * *

14 **Sec. 17.06. Applicability of civil service system to employees**
15 **of consolidated government.** The civil service provisions of this
16 charter shall be applicable to all employees of the consolidated
17 government except:

18 * * *

19 (q) All persons employed by the Office of Economic
20 Development or employed by the Jacksonville Downtown Investment
21 Authority (excepting, however, such persons who were formerly
22 employed by the Jacksonville Economic Development Commission
23 (JEDC), ~~except for those employees of organizations~~ who were
24 transferred into the JEDC on July 1, 1997 as a result of Section
25 24.08 of the Charter, and who elected to retain civil service
26 status).

27 **Section 15. Codification.** All references in the *Ordinance*
28 *Code* to the Jacksonville Economic Development Commission ("JEDC")
29 and the Executive Director of the JEDC shall hereafter be construed
30 to refer to the Office of Economic Development and the Jacksonville
31 Economic Development Officer, respectively.

1 **Section 16. Liberal Construction.** The provisions of this act
2 shall be liberally construed to effect its purposes and shall be
3 deemed cumulative, supplemental and alternative for the exercise of
4 the powers provided herein.

5 **Section 17. Authorizing the Council Auditor's and General**
6 **Counsel's Office to make "Technical Amendments".** The Council
7 Auditors and the General Counsel's Offices are authorized to take
8 all necessary action in connection with this legislation, to
9 execute the finalization and codification of the legislation to
10 effectuate the purposes of this Ordinance as recommended by the
11 Council Committees and enacted by Council, without further Council
12 action, provided such changes and amendments are limited to
13 "technical amendments" and do not change the fiscal impact and,
14 further provided, that all such amendments shall be subject to
15 appropriate legal review and approval by the General Counsel, or
16 designee, and all other appropriate official action required by
17 law.

18 **Section 18. Severability.** If any section, clause, sentence,
19 or provision of this act or the application of such section,
20 clause, sentence, or provision to any person or bodies or under any
21 circumstances shall be held to be inoperative, invalid, or
22 unconstitutional, the invalidity of such section, clause, sentence,
23 or provision shall not be deemed, held, or taken to affect the
24 validity or constitutionality of any of the remaining parts of this
25 act, or the application of any of the provisions of this act to
26 persons, bodies, or in circumstances other than those as to which
27 it or any part thereof shall have been inoperative, invalid, or
28 unconstitutional, and it is intended that this act shall be
29 construed and applied as if any section, clause, sentence, or
30 provision held inoperative, invalid, or unconstitutional had not
31 been included in this act.

1 **Section 19. Organizational Chart.** For informational purposes
2 only for this legislation, an organizational chart is attached
3 hereto as **Exhibit 7.**

4 **Section 20. Effective Date.** This ordinance shall become
5 effective upon signature by the Mayor or upon becoming effective
6 without the Mayor's signature.

7
8 Form Approved:

9
10 A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line and a long, sweeping flourish that extends to the right.

11 Office of General Counsel

12 Legislation prepared by: Cindy A. Laquidara

13 G:\SHARED\LEGIS.CC\2012\Ord\Downtown Investment Agency Charter Draft 3 27 2012 as filed.doc

EXHIBIT A
[TEFRA Notice]

NOTICE OF PUBLIC HEARING BY
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Notice is hereby given that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held by the Board of County Commissioners of St. Johns County, Florida (the "Board") on April 21, 2015, at 9:00 a.m. local time, at the County Auditorium, 500 San Sebastian View, St. Augustine, Florida 32084. The public hearing will be held for the purpose of considering the following:

The Jacksonville Economic Development Commission (the "JEDC") previously issued its Revenue and Revenue Refunding Bonds (Bolles School Project), Series 2011, in an aggregate principal amount of \$10,000,000 (the "2011 Bonds"), the proceeds of which were loaned by the JEDC to The Bolles School ("Bolles") and its affiliates Bartram Campus/Bolles, Inc. ("Bartram/Bolles") and Bolles/Ponte Vedra, Inc. ("Bolles/Ponte Vedra"), each a Florida not-for-profit corporation (Bolles, Bartram/Bolles and Bolles/Ponte Vedra being collectively referred to herein as the "Original Borrowers") for the purpose of financing and refinancing certain Projects (as defined below) located at (a) the Bartram Campus owned then by Bartram/Bolles and located at 2264 Bartram Road, Jacksonville, Florida, (b) the Ponte Vedra Beach Campus owned then by Bolles/Ponte Vedra and located at 200 ATP Tour Boulevard, Ponte Vedra Beach, Florida, and (c) the San Jose Campus owned by Bolles and located at 7400 San Jose Boulevard, Jacksonville, Florida. The 2011 Bonds were issued for the purpose of (i) currently refunding the JEDC's Variable Rate Demand Revenue Bonds (Bolles School Project), Series 1999A (the "1999A Bonds"), the proceeds of which were used to finance and refinance certain costs of the educational facilities of the Original Borrowers, (ii) refinancing certain costs of the Betsy Lovett Center for the Performing Arts at the Bartram Campus, (iii) refinancing certain costs of the Conroy Athletic Center at the Bartram Campus, (iv) financing the costs of improving, constructing and equipping additional educational facilities of the Original Borrowers at the three campuses, and (v) financing a portion of the termination fee associated with an interest rate swap agreement with respect to the 1999A Bonds (collectively, the "Projects"). In 2012, Bartram/Bolles and Bolles/Ponte Vedra were merged into Bolles, and all of the Projects are now owned and operated by Bolles.

As a result of certain amendments being made to the 2011 Bonds, the 2011 Bonds will be treated as reissued for federal income tax purposes and a public hearing is required by Section 147(f) of the Code. Any person interested in the reissuance of the 2011 Bonds or the location or nature of the Projects may appear and be heard. Subsequent to the public hearing, the Board will consider whether to approve the reissuance of the 2011 Bonds, as required by Section 147(f) of the Code.

The public hearing will be conducted in a manner that provides a reasonable opportunity to be heard for persons with differing views on the location and nature of the

Projects or the reissuance of the 2011 Bonds. Any person desiring to be heard on this matter is requested to attend the public hearing or send a representative. Written comments may be submitted to the St. Johns County Clerk of Court at 4010 Lewis Speedway, St. Augustine, Florida 32084.

Comments made at the hearing are for the consideration of the Board, and will not bind any legal action to be taken by the Board in connection with its consideration and approval of the reissuance of the 2011 Bonds.

IF A PERSON DECIDES TO APPEAL ANY DECISION WITH RESPECT TO ANY SUCH MATTER CONSIDERED AT SUCH HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the American Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Clerk of Court no later than seven days prior to the proceeding at the address given above.

DATED: APRIL 2, 2015.

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

THE ST. AUGUSTINE RECORD

BRYANT MILLER OLIVE
111 RIVERSIDE AVE STE 200
JACKSONVILLE FL 32202

Ref#: L1015-15
P.O.#: BOLLES SCHOO

PUBLISHED EVERY MORNING SUNDAY THRU SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared NICOLE CORRIVEAU

who on oath says that he/she is an Employee of the St. Augustine Record,

a daily newspaper published at St. Augustine in St. Johns County, Florida;

that the attached copy of advertisement being a NOTICE OF HEARING

In the matter of TEFRA NOTICE - BOLLE - HEARING APRIL 21, 2015

was published in said newspaper on 04/07/2015

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this _____ day of APR 07 2015

by Nicole Corriveau who is personally known to me or who has produced as identification

Bryant Miller Olive
(Signature of Notary Public)

NOTARY PUBLIC
BRYANT MILLER OLIVE
111 RIVERSIDE AVE STE 200
JACKSONVILLE FL 32202
(Seal)

NOTICE OF PUBLIC HEARING BY BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
Notice is hereby given that a public hearing pursuant to Section 147.01 of the Internal Revenue Code of 1986, as amended (the "Code"), will be held by the Board of County Commissioners of St. Johns County, Florida (the "Board") on April 21, 2015, at the time, date, and place of the County Auditorium, 500 San Sebastian View, St. Augustine, Florida 32084. The public hearing will be held for the purpose of considering the following:
The Jacksonville Economic Development Commission (the "JEDC") previously issued its Revenue and Revenue Refunding Bonds (Bolles School Project), Series 2011 (in an aggregate principal amount of \$10,000,000 (the "2011 Bonds"), the proceeds of which were loaned by the JEDC to The Bolles School ("Bolles") and its affiliates, Bartram Campus Ball, Inc. ("Bartram/Bolles") and Bolles Ponte Vedra, Inc. ("Bolles/Ponte Vedra"), each a Florida not-for-profit corporation (the "Borrowers"). Bartram/Bolles and Bolles/Ponte Vedra being collectively referred to as the "Borrowers") for the purpose of financing and refinancing certain Projects (as defined below) located at (i) the Bartram Campus located then by Bartram/Bolles and located at 2884 Bartram Road, Jacksonville, Florida, (ii) the Ponte Vedra Beach Campus owned then by Bolles/Ponte Vedra and located at 200 ATP Tour Boulevard, Ponte Vedra Beach, Florida, and (iii) the San Jose Campus owned by Bolles and located at 740 San Jose Boulevard, Jacksonville, Florida. The 2011 Bonds were issued for the purpose of (i) financing the construction of the Bolles School Revenue Bonds (Bolles School Project), Series 1999A (the "1999A Bonds"), the proceeds of which were used to finance and refinance certain costs of the educational facilities of the Original Borrowers, (ii) financing certain costs of the Patsy Lovett Center for the Performing Arts of the Bartram Campus, (iii) financing certain costs of the Conroy Athletic Center of the Bartram Campus, (iv) financing the costs of improving, constructing and equipping additional educational facilities of the Original Borrowers of the three campuses, and (v) financing a portion of the termination fee associated with an interest rate swap agreement with respect to the 1999A Bonds (collectively, the "Projects"). In 2012, Bartram/Bolles and Bolles/Ponte Vedra were merged into Bolles, and all of the Projects are now owned and operated by Bolles.
As a result of certain amendments being made to the 2011 Bonds, the 2011 Bonds will be treated as, and will be subject to, the provisions and a public hearing is required by Section 147.01 of the Code. Any person interested in the issuance of the 2011 Bonds or the location or nature of the Projects may appear, on the hearing, subsequent to the public hearing, the Board will consider whether to approve the issuance of the 2011 Bonds, as required by Section 147.01 of the Code.
The public hearing will be conducted in a manner that provides a reasonable opportunity to be heard or to be heard with respect to the location and nature of the Projects or the issuance of the 2011 Bonds. Any person desiring to be heard at this hearing is requested to attend the public hearing or send a representative. Written comments may be submitted to the St. Johns County Clerk of Court at 2011 Lewis Street, St. Augustine, Florida 32084.
Comments made at the hearing are for the consideration of the Board, and will not bind any legislation to be taken by the Board in connection with its consideration and approval of the issuance of the 2011 Bonds.
IF A PERSON DECIDES TO APPEAL ANY DECISION WITH RESPECT TO ANY SUCH MATTER CONSIDERED AT SUCH HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD WILL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
In accordance with the American Disabilities Act, persons needing a special access to make their participation in this proceeding should contact the Clerk of Court no later than seven days prior to the proceeding at the address given above.
DATED: April 7, 2015
ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
April 13, April 7, 2015

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