

RESOLUTION 2024-02-04

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY AUTHORIZING A PARKING LICENSE AGREEMENT WITH HYATT REGENCY JACKSONVILLE RIVERFRONT AS DESCRIBED IN EXHIBIT A, FOR THE USE BY HYATT EMPLOYEES OF CERTAIN PARKING SPACES IN THE FORMER JACKSONVILLE LANDING LOT, A REDEVELOPMENT PARCEL OF THE COMBINED NORTHBANK CRA; AUTHORIZING ITS CHIEF EXECUTIVE OFFICER TO TAKE ALL OTHER NECESSARY ACTION TO NEGOTIATE AND EXECUTE THE LICENSE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the DIA, as the Community Redevelopment Agency for the Combined Northbank CRA, acquired for redevelopment, a parcel known as the former Jacksonville Landing Parking and identified by tax parcel number 074445 0000; and

WHEREAS, the former Jacksonville Landing Lot is neither managed by the Office of Public Parking nor available for parking as a municipal parking facility; and

WHEREAS, the temporary use of a portion of the former Jacksonville Landing Lot for parking by Hyatt Regency Jacksonville Riverfront personnel would not interfere with any future development on the former Jacksonville Landing Lot; and

WHEREAS, the former Jacksonville Landing Lot currently has the capacity to provide spaces agreed to in the attached Exhibit A term sheet to the Hyatt Regency Jacksonville Riverfront and continue to provide staging and event support space for the Office of Special Events and the Department of Parks, Recreation and Community Services; and

WHEREAS, Hyatt Regency Jacksonville Riverfront is a long-established business that continues to contribute to the vitality of the Northbank CRA; and

WHEREAS, Hyatt Regency Jacksonville Riverfront, has agreed to take over operation and maintenance costs associated with employee parking in a portion of the former Jacksonville Landing Lot, relieving the CRA of that cost and responsibility for a portion of the parcel.

NOW THEREFORE, BE IT RESOLVED by the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA Board hereby approves of the term sheet found in Exhibit A between the DIA and Hyatt Regency Jacksonville Riverfront.

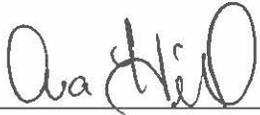
Section 3. The DIA Board hereby authorizes the CEO to prepare and negotiate a License Agreement consistent with the approved term sheet.

Section 4. The DIA Board further authorizes the DIA Chief Executive Officer to take all other necessary action to execute the license agreement.

Section 5. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY





Jim Cifano, Chair

2/21/24

Date

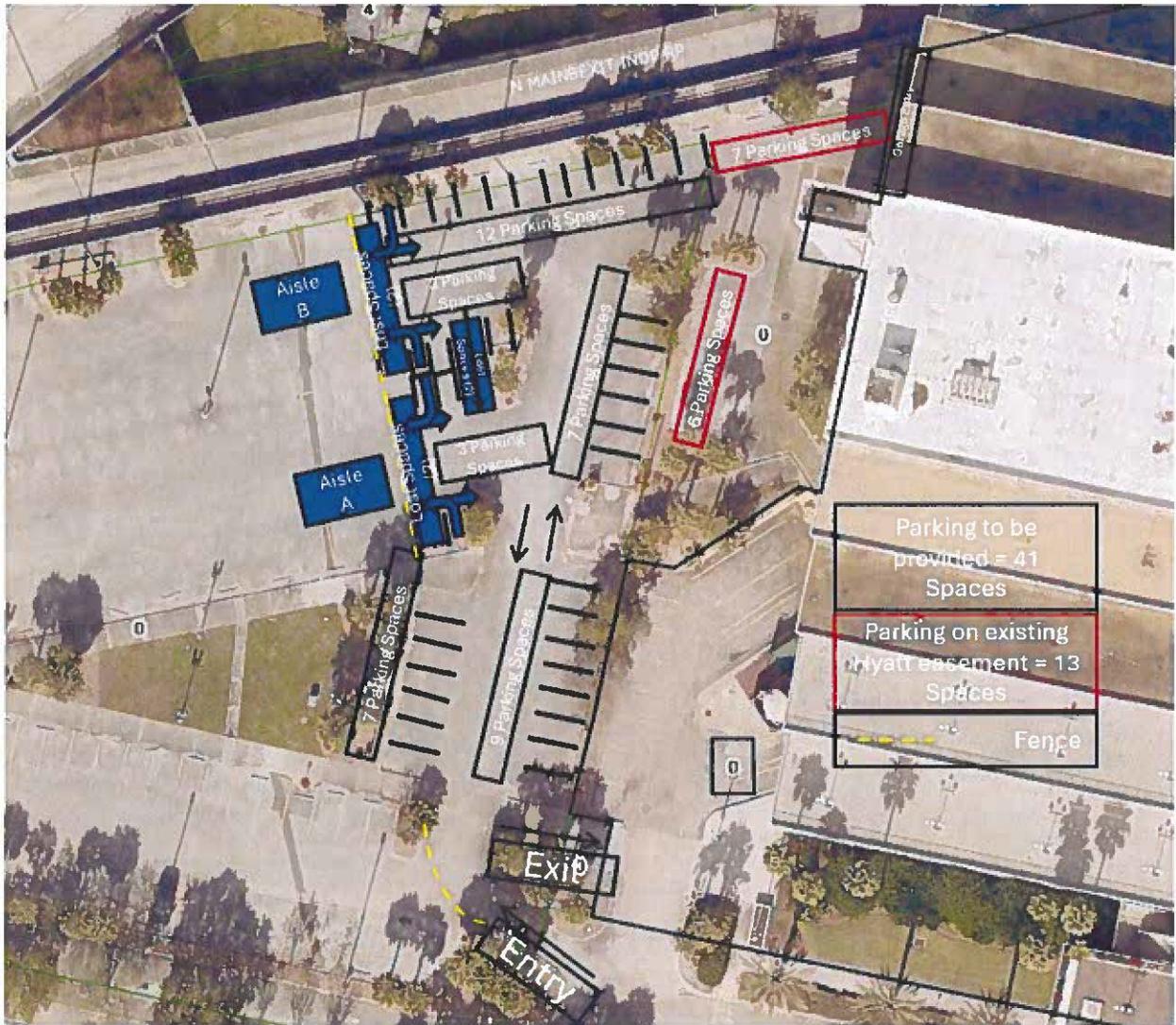
VOTE: In Favor: 8 Opposed: 0 Abstained: 0

Exhibit A to Resolution 2024-02-04

Hyatt Regency Jacksonville Riverfront Parking License Agreement

<p>Property to be licensed by DIA</p>	<p>1. The DIA will provide Hyatt with a license for the area occupied by forty-one (41) spaces in the former Jacksonville Landing Lot at no cost to Hyatt Regency Jacksonville Waterfront, as outlined in Map 1, for a term ending on December 31st, 2024.</p>
<p>Requirements of the Hyatt Regency Jacksonville Waterfront</p>	<p>1. Hyatt Regency Jacksonville Riverfront will pay for and install all necessary lot improvements to facilitate parking of employees in the designated spaces. This includes but is not limited to:</p> <ul style="list-style-type: none"> a. Any parking equipment needed to restrict access to the lot and to allow employees to enter and exit. b. Any fencing or other barrier that will divide spaces designated for Hyatt employees from the rest of the lot. Hyatt will consider the proximity of the lot to the Riverfront and Riverwalk and provide a barrier that does not detract from the view from the Riverwalk, the design and material of which shall be subject to DIA staff approval prior to installation. c. Any physical security such as cameras or other equipment that Hyatt elects to provide for the Licensed premises. d. Removal of any such equipment that is needed to return the lot to its current state at the termination of this agreement. <p>2. Hyatt Regency Jacksonville Riverfront will maintain the Licensed area in good condition free of weeds and debris and pay for any maintenance or repair issues that arise in the licensed area due to the usage of the designated spaces, including that of the medians/curbs located within the licensed premises. Hyatt Regency Jacksonville Riverfront will also notify the DIA of any non-routine maintenance or repairs that are discovered during the term.</p> <p>3. Hyatt Regency Jacksonville Riverfront will provide insurance as required by the City of Jacksonville Risk Management Division.</p> <p>4. Hyatt Regency Jacksonville Riverfront will meet any overflow guest parking needs by directing them to spaces in the Yates Garage at prevailing rates to the extent of available capacity. This does not preclude the Hyatt from seeking parking elsewhere if the Yates Garage is at capacity or otherwise unavailable for any reason.</p>
<p>Fees and Financial Considerations</p>	<p>1. Hyatt may not generate any revenue from the spaces provided by the DIA in the former Jacksonville Landing Lot nor assign the License nor permit anyone on Hyatt's behalf to charge for parking in the Licensed premises.</p> <p>2. Hyatt may not use the designated parking spaces for anything other than free employee parking.</p>
<p>Additional Terms and Conditions</p>	<p>1. Any generation of revenue by the Hyatt of the spaces provided will result in a termination of the License agreement.</p>

Map 1.





Downtown Investment Authority

DATE: February 15th, 2024

TO: Strategic Implementation Committee

FROM: Todd Higginbotham, Parking Strategy Coordinator, Downtown Investment Authority

RE: Hyatt Regency Jacksonville Employee Parking License Agreement

Request for Parking

The Hyatt Regency Jacksonville Waterfront (Hyatt) has requested that it be allowed to use parking spaces in the former Jacksonville Landing Lot for employee parking. There has been an ongoing discussion with the Hyatt for some time and was originally envisioned in response to the inconvenience incurred by the mooring of the U.S.S. Orleck in front of the hotel. Though the ship has now been moved, the request from the Hyatt remains to provide nearby off-site parking for its employees, freeing up garage space and assisting with their ability to further rent and utilize their meeting rooms and event space.

Existing Easements and Parking to be Provided by DIA

DIA staff reviewed the original Redevelopment Agreement for the construction of the hotel and found existing easements that extend into the eastern portion of the former Jacksonville Landing Lot and allow Hyatt to use this area for the operation of the hotel. DIA interprets this to include using the parking spaces included in the easement as parking for employees. There are currently thirteen (13) spaces in the lot located within the easement already provided to the Hyatt. These are indicated in red on Map 1.

DIA has marked out a license area that would include an additional forty-one (41) spaces in the former Jacksonville Landing Lot that could be provided to the Hyatt for employee parking on a temporary basis. These spaces will be separated from the rest of the lot by a barrier to be provided by Hyatt to allow Hyatt to restrict access into and out of the lot. An additional driving lane will be created out of two (2) of the spaces in the lot to provide internal circulation, and four (4) spaces will be lost to allow room for vehicles to back out of spaces near the barrier. In total, six (6) spaces will become unavailable on the Hyatt side of the lot and four (4) will become unavailable on the portion of the lot that will remain available to DIA. The spaces to be provided and the spaces that will become unavailable are indicated on Map 1.

The former Jacksonville Landing Lot is not categorized as a parking lot in the City asset inventory or by Ordinance Code, but rather a redevelopment parcel controlled by the Combined Northbank CRA. DIA staff has determined that this short-term parking use on this lot will not interfere with any redevelopment opportunities on the lot. Furthermore, the spaces provided to the Hyatt were designated in such a way to keep a contiguous space open for use by the Office of Special Events and the Department of Parks, Recreation, and Community Services.

Costs and Obligations of the Hyatt

Operations Costs

The Hyatt will purchase and install any equipment needed to restrict access to the lot. This includes a gate arm, placard or card reader, and any other parking equipment that will be needed for entry or exit. Hyatt will also cover the cost of the fence or barrier that will be installed to divide employee parking from the rest of the lot. Considerations for the proximity of the riverfront and Riverwalk must be made when determining the design and material of the barrier. The final material for the barrier will require the approval of DIA staff. The Hyatt will also be responsible for any security in the lot, including cameras and onsite security personnel. Any equipment that is provided for and paid for by the Hyatt must be removed from the lot at the termination of this license.

The Hyatt will also be responsible for maintenance and repairs in the designated area of the lot. This includes routine parking lot maintenance required to keep the lot physically clean and safe. If additional non-routine maintenance or capital project arise during the term of the license, Hyatt will notify the DIA which will have no obligation or responsibility to Hyatt to make any repairs.

The Hyatt will also be required to obtain and pay the premium for any insurance required by the City of Jacksonville Risk Management Division.

Parking at the Yates Garage

The Hyatt agrees to encourage use of the Yates Garage at prevailing rates as its first option to meet any overflow parking needs for events at the hotel. Prior events that have used the Yates Garage for overflow parking have not impacted the operation of the garage. As part of this agreement Hyatt would agree to reach out to the DIA for use of the Yates Garage before searching for other overflow parking solutions. This agreement does not preclude the Hyatt from finding other overflow parking if the Yates Garage is at capacity or unavailable.

Usage of Spaces

The Hyatt may use the spaces provided by the DIA under this license agreement for employee parking only. Under no circumstances may the spaces be used by hotel or event guests. The Hyatt may continue to use the spaces provided through existing easements in any way that facilitates the operation of the hotel. Furthermore, the Hyatt may not generate revenue from the use of the licensed spaces by employees or others, nor may the license be assigned. Any generation of revenue will result in the termination of this license.

Board Authority

The DIA Board is authorized to enter into a license agreement with a term of less than one (1) year. Therefore, exhibit A to Resolution 2024-02-11 provides a Parking License Agreement to the Hyatt ending on December 31st, 2024. Such a term will allow the DIA Board to approve this license agreement without further Council

approval. The use of the parcel can be revisited in November when the impact on future redevelopment proposals can then be evaluated.

Map 1

