

1 Introduced by the Council President at the request of the Downtown  
2 Investment Authority:

3  
4 **ORDINANCE 2023-268**

5 AN ORDINANCE MAKING CERTAIN FINDINGS, AND  
6 APPROVING AND AUTHORIZING THE CHIEF EXECUTIVE  
7 OFFICER OF THE DOWNTOWN INVESTMENT AUTHORITY, OR  
8 HER DESIGNEE, TO EXECUTE A REDEVELOPMENT  
9 AGREEMENT ("AGREEMENT") BETWEEN THE DOWNTOWN  
10 INVESTMENT AUTHORITY ("DIA") AND 525 BEAVER, LLC  
11 ("DEVELOPER"), TO SUPPORT THE RENOVATION AND  
12 REHABILITATION BY DEVELOPER OF A HISTORIC  
13 BUILDING LOCATED AT 525 W. BEAVER STREET  
14 ("PROJECT"); AUTHORIZING TWO DOWNTOWN  
15 PRESERVATION AND REVITALIZATION PROGRAM  
16 ("DPRP") LOANS, IN AN AGGREGATE AMOUNT NOT TO  
17 EXCEED \$1,251,430.00, TO THE DEVELOPER IN  
18 CONNECTION WITH THE PROJECT, TO BE APPROPRIATED  
19 BY SUBSEQUENT LEGISLATION; DESIGNATING THE DIA  
20 AS CONTRACT MONITOR FOR THE AGREEMENT; PROVIDING  
21 FOR OVERSIGHT OF THE PROJECT BY THE DIA;  
22 AUTHORIZING THE EXECUTION OF ALL DOCUMENTS  
23 RELATING TO THE ABOVE AGREEMENT AND  
24 TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES  
25 TO THE DOCUMENTS; TIMELINE FOR EXECUTION OF  
26 AGREEMENT BY THE DEVELOPER; PROVIDING AN  
27 EFFECTIVE DATE.

28  
29 **WHEREAS**, pursuant to Chapter 55, Part 3 (Downtown Preservation  
30 and Revitalization Program), *Ordinance Code*, the City of Jacksonville  
31 ("City") established the Downtown Preservation and Revitalization

1 Program for purposes of fostering the preservation and revitalization  
2 of certain historic and qualified non-historic, buildings located in  
3 Downtown Jacksonville; and

4 **WHEREAS**, 525 Beaver, LLC (the "Developer") owns certain real  
5 property located at 525 W. Beaver Street, on which Developer intends  
6 to cause the renovation and rehabilitation of the historic building  
7 commonly known as the Hillman-Pratt and Walton Funeral Home Building  
8 (the "Building"), as further detailed in the Agreement (the  
9 "Project"); and

10 **WHEREAS**, the Developer is seeking to secure Downtown  
11 Preservation and Revitalization Program loans consisting of a  
12 Historic Preservation Restoration and Rehabilitation Forgivable Loan  
13 and a Code Compliance Renovations Forgivable Loan, in an aggregate  
14 amount not to exceed \$1,251,430.00 (each, a "DPRP Loan") for exterior  
15 and interior rehabilitation and restoration, and Code required  
16 improvements in support of the Project; and

17 **WHEREAS**, the scope of the Project will include redevelopment of  
18 the Building to provide a minimum of seven thousand three hundred  
19 (7,300) square feet of net leasable residential space, not less than  
20 twelve (12) residential units, and a minimum of one thousand three  
21 hundred (1,300) square feet of net leasable commercial/retail space  
22 for tenants (the "Improvements"); and

23 **WHEREAS**, the Project will also include improvements related to  
24 restoring the property to historic standards, preserving and  
25 maintaining the integrity of the structures, and meeting certain code  
26 compliance requirements to make the property more accessible and  
27 functional; and

28 **WHEREAS**, historic preservation, revitalization, and the reuse  
29 of Jacksonville's historic buildings and structures are important to  
30 the City's overall social and economic welfare; and

31 **WHEREAS**, the DIA has considered the Developer's requests and has

1 determined that the DPRP Loans will enable the Developer to restore  
2 and rehabilitate the historic structures and construct the Project  
3 as described in the Agreement; and

4 **WHEREAS**, on September 21, 2022, the DIA approved Resolution  
5 2022-09-04 (the "Resolution") to enter into the Agreement, said  
6 Resolution being attached hereto as **Exhibit 1**; and

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

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

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

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

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

16 (c) The City's assistance for the Project will enable and  
17 facilitate the Project, the Project will enhance and increase the  
18 City's tax base and revenues, and the Project will improve the quality  
19 of life necessary to encourage and attract business expansion in the  
20 City.

21 (d) Enhancement of the City's tax base and revenues are matters  
22 of State and City concern.

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

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

30 (g) This Ordinance is adopted pursuant to the provisions of  
31 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's

1 Charter, and other applicable provisions of law.

2 **Section 2. Redevelopment Agreement Approved and Execution**

3 **Authorized.** There is hereby approved, and the Chief Executive Officer  
4 of the DIA, or her designee, is hereby authorized to execute and  
5 deliver the Redevelopment Agreement substantially in the form placed  
6 **On File** with the Office of Legislative Services (with such "technical"  
7 changes as herein authorized) (the "Agreement"), for the purpose of  
8 implementing the recommendations of the DIA as further described in  
9 the Agreement.

10 The Agreement may include such additions, deletions and changes  
11 as may be reasonable, necessary and incidental for carrying out the  
12 purposes thereof, as may be acceptable to the Chief Executive Officer  
13 of the DIA, or her designee, with such inclusion and acceptance being  
14 evidenced by execution of the Agreement by the Chief Executive Officer  
15 of the DIA, or her designee. No modification to the Agreement may  
16 increase the financial obligations or the liability of the City or  
17 DIA and any such modification shall be technical only and shall be  
18 subject to appropriate legal review and approval of the General  
19 Counsel, or his or her designee, and all other appropriate action  
20 required by law. "Technical" is herein defined as including, but not  
21 limited to, changes in legal descriptions and surveys, descriptions  
22 of infrastructure improvements and/or any road project, ingress and  
23 egress, easements and rights of way, performance schedule extensions  
24 of up to six (6) months in the discretion of the CEO of the DIA,  
25 design standards, access and site plan, which have no financial  
26 impact.

27 **Section 3. Payment of DPRP Loans to Developer.** The DPRP

28 Loans are hereby authorized, and, subject to subsequent appropriation  
29 by the City Council for the Project, the City is authorized to  
30 disburse the DPRP Loans to the Developer in an aggregate amount not  
31 to exceed \$1,251,430.00, pursuant to and as set forth in the

1 Agreement.

2 The DPRP Loans for the Improvements at the Building are comprised  
3 of a Historic Preservation Restoration and Rehabilitation Forgivable  
4 ("HPRR") Loan in the not-to-exceed amount of \$572,680.00 and a Code  
5 Compliance Forgivable ("CCR") Loan in the not-to-exceed amount of  
6 \$678,750.00, with said HPRR and CCR Loans forgiven at a rate of 20%  
7 per year (with claw back provisions provided in the Agreement).

8 **Section 4. Designation of Authorized Official and DIA as**  
9 **Contract Monitor.** The Chief Executive Officer of the DIA is  
10 designated as the authorized official of the City for the purpose of  
11 executing and delivering the Agreement and is further designated as  
12 the authorized official of the City for the purpose of executing any  
13 additional contracts and documents and furnishing such information,  
14 data and documents for the Agreement and related documents as may be  
15 required and otherwise to act as the authorized official of the City  
16 in connection with the Agreement, and take or cause to be taken such  
17 action as may be necessary to enable the City to implement the  
18 Agreement according to its terms. The DIA is hereby further required  
19 to administer and monitor the Agreement and to handle the City's  
20 responsibilities thereunder, including the City's responsibilities  
21 under such Agreement working with and supported by all relevant City  
22 departments.

23 **Section 5. Oversight Department.** The Downtown Investment  
24 Authority shall oversee the Project described herein.

25 **Section 6. Further Authorizations.** The Chief Executive  
26 Officer of the DIA, or her designee, is hereby authorized to execute  
27 the Agreement and otherwise take all necessary action in connection  
28 therewith and herewith. The Chief Executive Officer of the DIA is  
29 further authorized to negotiate and execute all necessary changes and  
30 amendments to the Agreement and any other contracts and documents to  
31 effectuate the purposes of this Ordinance, without further Council

1 action, provided such changes and amendments to the Agreement are  
2 limited to amendments that are technical in nature (as described in  
3 Section 2 hereof), and further provided that all such amendments  
4 shall be subject to appropriate legal review and approval by the  
5 General Counsel, or his or her designee, and take all other  
6 appropriate official action required by law.

7 **Section 7. Execution of the Agreement.** If the Agreement  
8 approved by this Ordinance has not been executed by the Developer  
9 within thirty (30) days after effective date of this Ordinance, then  
10 the City Council approval of and authorization for the Chief Executive  
11 Officer of the DIA to execute the Agreement are automatically revoked,  
12 provided however, that the Chief Executive Officer of the DIA shall  
13 have the authority to extend such thirty (30) day period in writing  
14 at his or her discretion for up to an additional thirty (30) days.

15 **Section 8. Effective Date.** This Ordinance shall become  
16 effective upon signature by the Mayor or upon becoming effective  
17 without the Mayor's signature.

18  
19 Form Approved:

20  
21 /s/ Joelle J. Dillard

22 Office of General Counsel

23 Legislation Prepared By: Joelle J. Dillard

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