

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2021-332**

5 AN ORDINANCE MAKING CERTAIN FINDINGS, AND
6 APPROVING AND AUTHORIZING THE CHIEF EXECUTIVE
7 OFFICER OF THE DOWNTOWN INVESTMENT AUTHORITY,
8 OR HER DESIGNEE, TO EXECUTE A REDEVELOPMENT
9 AGREEMENT ("AGREEMENT") BETWEEN THE DOWNTOWN
10 INVESTMENT AUTHORITY ("DIA") AND JWB REAL
11 ESTATE CAPITAL, LLC ("DEVELOPER"), TO SUPPORT
12 THE RENOVATION AND REHABILITATION BY DEVELOPER
13 OF THE BUILDINGS KNOWN GENERALLY AS THE
14 FLORIDA BAPTIST CONVENTION BUILDING, LOCATED
15 AT 218 W. CHURCH STREET, AND THE FEDERAL
16 RESERVE BUILDING, LOCATED AT 424 N. HOGAN
17 STREET (COLLECTIVELY, THE "PROJECT");
18 AUTHORIZING SIX DOWNTOWN PRESERVATION AND
19 REVITALIZATION PROGRAM ("DPRP") LOANS, IN AN
20 AGGREGATE AMOUNT NOT TO EXCEED \$8,624,321.00,
21 TO THE DEVELOPER IN CONNECTION WITH THE
22 PROJECT, TO BE APPROPRIATED BY SUBSEQUENT
23 LEGISLATION; DESIGNATING THE DIA AS CONTRACT
24 MONITOR FOR THE AGREEMENT; PROVIDING FOR
25 OVERSIGHT OF THE PROJECT BY THE DIA;
26 AUTHORIZING THE EXECUTION OF ALL DOCUMENTS
27 RELATING TO THE ABOVE AGREEMENT AND
28 TRANSACTIONS, AND AUTHORIZING TECHNICAL
29 CHANGES TO THE DOCUMENTS; PROVIDING AN
30 EFFECTIVE DATE.
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1 **WHEREAS**, pursuant to Chapter 55, Part 3 (Downtown Preservation
2 and Revitalization Program), *Ordinance Code*, the City of
3 Jacksonville ("City") established the Downtown Preservation and
4 Revitalization Program for purposes of fostering the preservation
5 and revitalization of certain historic and qualified non-historic,
6 buildings located in Downtown Jacksonville; and

7 **WHEREAS**, JWB Real Estate Capital, LLC (the "Developer") owns
8 certain real property, inclusive of the former Florida Baptist
9 Convention Building, located at 218 W. Church Street, and the
10 former Federal Reserve Building, located at 424 N. Hogan Street, on
11 which Developer intends to cause the renovation and rehabilitation
12 of the buildings, as further detailed in the Agreement; and

13 **WHEREAS**, the Developer is seeking to secure Downtown
14 Preservation and Revitalization Program loans consisting of a
15 Historic Preservation Restoration and Rehabilitation Forgivable
16 Loan, a Code Compliance Renovations Forgivable Loan, and a Deferred
17 Principal Loan on each building comprising the Project in an
18 aggregate amount not to exceed \$8,624,321.00 (each, a "DPRP Loan")
19 for exterior rehabilitation and restoration, interior
20 rehabilitation and restoration, and Code required improvements for
21 both buildings in support of the Project; and

22 **WHEREAS**, the scope of the Project will include redevelopment
23 of the Florida Baptist Convention Building to provide 24
24 residential units and approximately 5,330 square feet of
25 restaurant/retail space (the "Church Street Improvements") and
26 redevelopment of the Federal Reserve Building to provide
27 approximately 7,400 square feet of space for 2 restaurants/retail
28 spaces and approximately 9,000 square feet of event space (the
29 "Hogan Street Improvements"); and

30 **WHEREAS**, the Project will also include improvements related to
31 restoring the properties to historic standards, preserving and

1 maintaining the integrity of the structures, and meeting certain
2 code compliance requirements to make the properties more accessible
3 and functional; and

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

7 **WHEREAS**, the DIA has considered the Developer's requests and
8 has determined that the DPRP Loans will enable the Developer to
9 restore and rehabilitate the historic structures and construct the
10 Project as described in the Agreement; and

11 **WHEREAS**, on January 20, 2021, the DIA approved Resolution
12 2021-01-04 (the "Resolution") to enter into the Agreement, said
13 Resolution being attached hereto as **Exhibit 1**; and

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

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

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

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

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

23 (c) The City's assistance for the Project will enable and
24 facilitate the Project, the Project will enhance and increase the
25 City's tax base and revenues, and the Project will improve the
26 quality of life necessary to encourage and attract business
27 expansion in the City.

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

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

31 (f) The authorizations provided by this Ordinance are for

1 public uses and purposes for which the City may use its powers as a
2 municipality and as a political subdivision of the State of Florida
3 and may expend public funds, and the necessity in the public
4 interest for the provisions herein enacted is hereby declared as a
5 matter of legislative determination.

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

9 **Section 2. Redevelopment Agreement Approved and Execution**
10 **Authorized.** There is hereby approved, and the Chief Executive
11 Officer of the DIA, or her designee, is hereby authorized to
12 execute and deliver the Redevelopment Agreement substantially in
13 the form placed **On File** with the Office of Legislative Services
14 (with such "technical" changes as herein authorized), for the
15 purpose of implementing the recommendations of the DIA as further
16 described in the Agreement.

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

1 months in the discretion of the CEO of the DIA, design standards,
2 access and site plan, which have no financial impact.

3 **Section 3. Payment of DPRP Loans to Developer.** The DPRP
4 Loans are hereby authorized, and, subject to subsequent
5 appropriation by the City Council for the Project, the City is
6 authorized to disburse the DPRP Loans to the Developer in an
7 aggregate amount not to exceed \$8,624,321.00, pursuant to and as
8 set forth in the Agreement.

9 The DPRP Loans for the Church Street Improvements at the
10 former Baptist Convention Building are comprised of a Historic
11 Preservation Restoration and Rehabilitation Forgivable ("HPRR")
12 Loan in the not-to-exceed amount of \$2,375,479.00, a Code
13 Compliance Forgivable ("CCR") Loan in the not-to-exceed amount of
14 \$1,922,083, with said HPRR and CCR Loans forgiven at a rate of 20%
15 per year (with claw back provisions provided in the Agreement), and
16 a Deferred Principal Loan in the not-to-exceed amount of \$1,074,390
17 which requires interest payments annually with principal to be
18 repaid at maturity (10 years from the date of funding).

19 The DPRP Loans for the Hogan Street Improvements at the former
20 Federal Reserve Building are comprised of HPRR Loan in the not-to-
21 exceed amount of \$1,221,151.00, a CCR Loan in the not-to-exceed
22 amount of \$1,377,743.00, with said HPRR and CCR Loans forgiven at a
23 rate of 20% per year (with claw back provisions provided in the
24 Agreement), and a Deferred Principal Loan in the not-to-exceed
25 amount of \$653,474.00 which requires interest payments annually
26 with principal to be repaid at maturity (10 years from the date of
27 funding).

28 Total DPRP Loan funding for the Church Street Improvements is
29 a not-to-exceed amount of \$5,371,953.00 and total DPRP Loan funding
30 for the Hogan Street Improvements is a not-to-exceed amount of
31 \$3,252,368.00.

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

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

18 **Section 6. Further Authorizations.** The Chief Executive
19 Officer of the DIA, or her designee, is hereby authorized to
20 execute the Agreement and otherwise take all necessary action in
21 connection therewith and herewith. The Chief Executive Officer of
22 the DIA is further authorized to negotiate and execute all
23 necessary changes and amendments to the Agreement and any other
24 contracts and documents to effectuate the purposes of this
25 Ordinance, without further Council action, provided such changes
26 and amendments to the Agreement are limited to amendments that are
27 technical in nature (as described in Section 2 hereof), and further
28 provided that all such amendments shall be subject to appropriate
29 legal review and approval by the General Counsel, or his or her
30 designee, and take all other appropriate official action required
31 by law.

1 **Section 7. Effective Date.** This Ordinance shall become
2 effective upon signature by the Mayor or upon becoming effective
3 without the Mayor's signature.
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7 Form Approved:

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9 /s/ John Sawyer

10 Office of General Counsel

11 Legislation Prepared By: Mary E. Staffopoulos

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