

1 Introduced by the Council President at the request of the DIA:
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4 **ORDINANCE 2021-453**

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 CITY OF
10 JACKSONVILLE ("CITY"), THE DOWNTOWN INVESTMENT
11 AUTHORITY ("DIA") AND LAURA TRIO, LLC
12 ("DEVELOPER"), TO SUPPORT THE RENOVATION AND
13 REHABILITATION BY DEVELOPER OF THE BUILDINGS
14 KNOWN GENERALLY AS THE MARBLE BANK BUILDING,
15 BISBEE BUILDING, AND FLORIDA LIFE INSURANCE
16 BUILDING, LOCATED GENERALLY AT THE CORNER OF
17 LAURA AND FORSYTH STREETS (COLLECTIVELY, THE
18 "PROJECT"); AUTHORIZING THREE DOWNTOWN
19 PRESERVATION AND REVITALIZATION PROGRAM
20 ("DPRP") LOANS, IN AN AGGREGATE AMOUNT NOT TO
21 EXCEED \$24,674,300, TO THE DEVELOPER IN
22 CONNECTION WITH THE PROJECT, TO BE
23 APPROPRIATED BY SUBSEQUENT LEGISLATION;
24 DESIGNATING THE DIA AS CONTRACT MONITOR FOR
25 THE AGREEMENT; PROVIDING FOR OVERSIGHT OF THE
26 PROJECT BY THE DIA; AUTHORIZING THE EXECUTION
27 OF ALL DOCUMENTS RELATING TO THE ABOVE
28 AGREEMENT AND TRANSACTIONS, AND AUTHORIZING
29 TECHNICAL CHANGES TO THE DOCUMENTS; PROVIDING
30 AN 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**, Laura Trio, LLC (the "Developer") owns certain real
8 property, inclusive of the former Florida National Bank Building
9 located at 51 W. Forsyth Street, the Bisbee Building, located at 47
10 W. Forsyth Street, and the Florida Life Insurance Building, located
11 at 117 N. Laura Street (collectively, the "Trio Buildings"), on
12 which Developer intends to cause the renovation and rehabilitation
13 of the buildings, as further detailed in the Agreement; and

14 **WHEREAS**, the City, DIA and Barnett Tower 2, LLC, as assignee
15 of Barnett Tower, LLC ("Barnett Developer") and Developer
16 previously entered into that certain Redevelopment Agreement (the
17 "Prior RDA") for the redevelopment in part of the Barnett Bank
18 Building and the Trio Buildings, and the Barnett Developer
19 completed the renovation of the Barnett Bank Building but forfeited
20 its right to the \$4,000,000 Barnett HPTF Grant (as defined in the
21 Prior RDA) since Barnett Developer did not construct the Parking
22 Garage consistent with the Prior RDA; and

23 **WHEREAS**, the Developer has not commenced construction of the
24 Trio Improvements (as defined in the Prior RDA) and is unable to
25 complete such improvements in accordance with the performance
26 schedule set forth in the Prior RDA; and

27 **WHEREAS**, the Developer is seeking to secure Downtown
28 Preservation and Revitalization Program loans consisting of a
29 Historic Preservation Restoration and Rehabilitation Forgivable
30 Loan, a Code Compliance Renovations Forgivable Loan, and a Deferred
31 Principal Loan on each building comprising the Project in an

1 aggregate amount not to exceed \$24,674,300 (each, a "DPRP Loan")
2 for exterior rehabilitation and restoration, interior
3 rehabilitation and restoration, and Code required improvements for
4 the Trio Buildings in support of the Project; and

5 **WHEREAS**, the scope of the Project will include redevelopment
6 of: the Florida National Bank Building to provide approximately
7 7,442 square foot private dining/wine cellar space, 7,069 square
8 feet of restaurant space and an additional 3,615 square feet of
9 restaurant operating space; the Bisbee Building to provide
10 approximately 44,010 square feet total, inclusive of approximately
11 4,401 square feet ground level retail space, 4,401 square feet of
12 conference center space, approximately 8 floors of hotel space
13 comprised of 35,208 square feet, for 56 hotel rooms, and the
14 Florida Life Insurance Building to provide approximately 26,803
15 square feet total, inclusive of 2,548 square feet of media space,
16 2,205 square feet of lobby/business center space, 2,205 square feet
17 of fitness/media center space, and an additional 35 hotel rooms
18 comprised of 19,845 square feet; and

19 **WHEREAS**, the Project will also include improvements related to
20 restoring the properties to historic standards, preserving and
21 maintaining the integrity of the structures, and meeting certain
22 code compliance requirements to make the properties more accessible
23 and functional; and

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

27 **WHEREAS**, construction of new building elements are integral
28 and necessary to the Project and will include approximately: (i)
29 41,393 square feet comprised of approximately 8,843 square feet of
30 retail space, and an additional 32,550 square feet for 54
31 additional hotel rooms and rooftop bar space, and (ii) an

1 additional 18,762 square feet of circulation core improvements to
2 provide access between and among the buildings comprising the
3 Project; and

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

8 **WHEREAS**, on March 17, 2021, the DIA Board approved Resolution
9 2021-03-01 (the "Resolution") to enter into the Agreement, said
10 Resolution being attached hereto as **Exhibit 1**; and

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

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

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

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

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

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

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

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

28 (f) The authorizations provided by this Ordinance are for
29 public uses and purposes for which the City may use its powers as a
30 municipality and as a political subdivision of the State of Florida
31 and may expend public funds, and the necessity in the public

1 interest for the provisions herein enacted is hereby declared as a
2 matter of legislative determination.

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

6 **Section 2. Redevelopment Agreement Approved and Execution**
7 **Authorized.** There is hereby approved, and the Chief Executive
8 Officer of the DIA, or her designee, is hereby authorized to
9 execute and deliver the Redevelopment Agreement ("Agreement")
10 substantially in the form placed **On File** with the Office of
11 Legislative Services (with such "technical" changes as herein
12 authorized), for the purpose of implementing the recommendations of
13 the DIA as further described in the Agreement. It shall be a
14 precondition to the DIA entering into the Agreement that the Prior
15 RDA is terminated in full without liability to the City or DIA.

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

1 access and site plan, which have no financial impact.

2 **Section 3. Payment of DPRP Loans to Developer.** The DPRP
3 Loans are hereby authorized, and, subject to subsequent
4 appropriation by the City Council for the Project, the City is
5 authorized to disburse the DPRP Loans to the Developer in an
6 aggregate amount not to exceed \$24,674,300, pursuant to and as set
7 forth in the Agreement.

8 The DPRP Loans are comprised of a Historic Preservation
9 Restoration and Rehabilitation Forgivable Loan ("HPRR") in the not-
10 to-exceed amount of \$9,377,766, a Code Compliance Renovations
11 Forgivable Loan ("CCR") in the not-to-exceed amount of \$10,016,699,
12 with said HPRR and CCR Loans forgiven at a rate of 20% per year
13 (with claw back provisions provided in the Agreement), and a DPRP
14 Deferred Principal Loan in the not-to-exceed amount of \$5,279,835
15 which requires interest payments annually with principal to be
16 repaid at maturity (10 years from the date of funding).

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

