

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

3  
4 **ORDINANCE 2024-37**

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 ("REDEVELOPMENT AGREEMENT") BETWEEN  
10 THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") AND  
11 CLL JONES BROS LLC ("DEVELOPER"), TO SUPPORT THE  
12 RENOVATION AND REHABILITATION BY DEVELOPER OF A  
13 HISTORIC BUILDING LOCATED AT 520 N. HOGAN STREET  
14 ("PROJECT"); AUTHORIZING THREE DOWNTOWN  
15 PRESERVATION AND REVITALIZATION PROGRAM  
16 ("DPRP") LOANS, IN AN AGGREGATE AMOUNT NOT TO  
17 EXCEED \$6,033,500.00, 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 REDEVELOPMENT  
21 AGREEMENT; PROVIDING FOR OVERSIGHT OF THE  
22 PROJECT BY THE DIA; AUTHORIZING THE EXECUTION OF  
23 ALL DOCUMENTS RELATING TO THE REDEVELOPMENT  
24 AGREEMENT AND TRANSACTIONS, AND AUTHORIZING  
25 TECHNICAL CHANGES TO THE DOCUMENTS; PROVIDING A  
26 DEADLINE FOR DEVELOPER TO EXECUTE THE  
27 REDEVELOPMENT AGREEMENT; PROVIDING AN EFFECTIVE  
28 DATE.

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

1 ("City") established the Downtown Preservation and Revitalization  
2 Program ("DPRP") for purposes of fostering the preservation and  
3 revitalization of certain historic and qualified non-historic,  
4 buildings located in Downtown Jacksonville; and

5 **WHEREAS**, CLL Jones Bros LLC (the "Developer") owns certain real  
6 property located at 520 N. Hogan Street, on which Developer intends  
7 to cause the renovation and rehabilitation of the historic building  
8 commonly known as the Jones Brothers Furniture Building and located  
9 thereon (the "Building"), as further detailed in the Redevelopment  
10 Agreement (the "Redevelopment Agreement") placed **On File** with the  
11 Office of Legislative Services, (the "Project"); and

12 **WHEREAS**, the Developer is seeking to secure DPRP loans  
13 consisting of a Historic Preservation Restoration and Rehabilitation  
14 Forgivable Loan ("HPRR Loan"), a Code Compliance Renovations  
15 Forgivable Loan ("CCR Loan"), and a Deferred Principal Loan  
16 ("Deferred Principal Loan") in an aggregate amount not to exceed  
17 \$6,033,500.00 (each, a "DPRP Loan") for exterior and interior  
18 rehabilitation and restoration, and Code required improvements in  
19 support of the Project; and

20 **WHEREAS**, the scope of the Project will include redevelopment of  
21 the Building to provide a residential lobby, a co-work office suite  
22 of not less than 1,700 square feet, and service spaces on the first  
23 floor of the Building and a minimum of twenty-eight (28) apartments  
24 consisting of up to twenty-eight (28) one (1) bedroom units and one  
25 (1) studio unit to be located on the second through the seventh floors  
26 of the Building (the "Improvements"); and

27 **WHEREAS**, the Improvements will also include improvements related  
28 to restoring the property to historic standards, preserving and  
29 maintaining the integrity of the structures, and meeting certain code  
30 compliance requirements to make the property more accessible and  
31 functional; and

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

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

8           **WHEREAS**, on May 19, 2023, the DIA approved Resolution 2023-05-  
9 03 (the "Resolution") to enter into the Redevelopment Agreement,  
10 which is attached hereto as **Exhibit 1** and incorporated herein by  
11 reference; and

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

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

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

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

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

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

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

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

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

1 and may expend public funds, and the necessity in the public interest  
2 for the provisions herein enacted is hereby declared as a matter of  
3 legislative determination.

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

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

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

1 impact.

2           **Section 3.           Payment of DPRP Loans to Developer.** The DPRP  
3 Loans are hereby authorized, and, subject to subsequent appropriation  
4 by the City Council for the Project, the City is authorized to  
5 disburse the DPRP Loans to the Developer in an aggregate amount not  
6 to exceed \$6,033,500.00, pursuant to and as set forth in the  
7 Redevelopment Agreement.

8           The DPRP Loans for the Improvements at the Building are comprised  
9 of a HPRR Loan in the not-to-exceed amount of \$2,089,900.00, a CCR  
10 Loan in the not-to-exceed amount of \$2,736,900.00, with said HPRR  
11 Loan and CCR Loan each forgiven at a rate of 20% per year (with claw  
12 back provisions provided in the Redevelopment Agreement), and a  
13 Deferred Principal Loan in the not-to-exceed amount of \$1,206,700.00  
14 which requires interest payments annually with principal to be repaid  
15 at maturity (10 years from the date of funding).

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

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

3           **Section 6.           Further Authorizations.** The Chief Executive  
4 Officer of the DIA, or her designee, is hereby authorized to execute  
5 the Redevelopment Agreement and otherwise take all necessary action  
6 in connection therewith and herewith. The Chief Executive Officer of  
7 the DIA is further authorized to negotiate and execute all necessary  
8 changes and amendments to the Redevelopment Agreement and any other  
9 contracts and documents to effectuate the purposes of this Ordinance,  
10 without further Council action, provided such changes and amendments  
11 to the Redevelopment Agreement are limited to amendments that are  
12 technical in nature (as described in Section 2 hereof), and further  
13 provided that all such amendments shall be subject to appropriate  
14 legal review and approval by the General Counsel, or his or her  
15 designee, and take all other appropriate official action required by  
16 law.

17           **Section 7.           Execution of Redevelopment Agreement.** If the  
18 Redevelopment Agreement approved by this Ordinance has not been signed  
19 by the Developer within thirty (30) days after the effective date of  
20 this Ordinance, then the City Council approvals in this Resolution  
21 and authorization for the Mayor to execute the Redevelopment Agreement  
22 are automatically revoked; provided, however, that the Chief  
23 Executive Officer of the DIA shall have the authority to extend such  
24 thirty (30) day period in writing at her discretion as part of the  
25 performance schedule extensions authorized in Section 2 hereof.

26           **Section 8.           Effective Date.** This Ordinance shall become  
27 effective upon signature by the Mayor or upon becoming effective  
28 without the Mayor's signature.  
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1 Form Approved:

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3 /s/ Joelle J. Dillard

4 Office of General Counsel

5 Legislation Prepared By: Joelle J. Dillard

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