

1 Introduced by the Council President at the request of the Downtown  
2 Investment Authority and amended by the Neighborhoods, Community  
3 Services, Public Health and Safety Committee:  
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6 **ORDINANCE 2023-268-E**

7 AN ORDINANCE MAKING CERTAIN FINDINGS, AND  
8 APPROVING AND AUTHORIZING THE CHIEF EXECUTIVE  
9 OFFICER OF THE DOWNTOWN INVESTMENT AUTHORITY, OR  
10 HER DESIGNEE, TO EXECUTE A REDEVELOPMENT  
11 AGREEMENT ("AGREEMENT") BETWEEN THE DOWNTOWN  
12 INVESTMENT AUTHORITY ("DIA") AND 525 BEAVER, LLC  
13 ("DEVELOPER"), TO SUPPORT THE RENOVATION AND  
14 REHABILITATION BY DEVELOPER OF A HISTORIC  
15 BUILDING LOCATED AT 525 W. BEAVER STREET  
16 ("PROJECT"); AUTHORIZING TWO DOWNTOWN  
17 PRESERVATION AND REVITALIZATION PROGRAM  
18 ("DPRP") LOANS, IN AN AGGREGATE AMOUNT NOT TO  
19 EXCEED \$1,251,430.00, TO THE DEVELOPER IN  
20 CONNECTION WITH THE PROJECT, TO BE APPROPRIATED  
21 BY SUBSEQUENT LEGISLATION; DESIGNATING THE DIA  
22 AS CONTRACT MONITOR FOR THE AGREEMENT; PROVIDING  
23 FOR OVERSIGHT OF THE PROJECT BY THE DIA;  
24 AUTHORIZING THE EXECUTION OF ALL DOCUMENTS  
25 RELATING TO THE ABOVE AGREEMENT AND  
26 TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES  
27 TO THE DOCUMENTS; TIMELINE FOR EXECUTION OF  
28 AGREEMENT BY THE DEVELOPER; PROVIDING AN  
29 EFFECTIVE DATE.  
30

31 **WHEREAS,** pursuant to Chapter 55, Part 3 (Downtown Preservation

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

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

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

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

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

30 **WHEREAS**, historic preservation, revitalization, and the reuse  
31 of Jacksonville's historic buildings and structures are important to

1 the City's overall social and economic welfare; and

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

6 **WHEREAS,** on September 21, 2022, the DIA approved Resolution  
7 2022-09-04 (the "Resolution") to enter into the Agreement, said  
8 Resolution being attached hereto as **Exhibit 1**; and

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

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

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

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

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

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

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

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

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

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

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

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

29 **Section 3. Payment of DPRP Loans to Developer.** The DPRP  
30 Loans are hereby authorized, and, subject to subsequent appropriation  
31 by the City Council for the Project, the City is authorized to

1 disburse the DPRP Loans to the Developer in an aggregate amount not  
2 to exceed \$1,251,430.00, pursuant to and as set forth in the  
3 Agreement.

4 The DPRP Loans for the Improvements at the Building are comprised  
5 of a Historic Preservation Restoration and Rehabilitation Forgivable  
6 ("HPRR") Loan in the not-to-exceed amount of \$572,680.00 and a Code  
7 Compliance Forgivable ("CCR") Loan in the not-to-exceed amount of  
8 \$678,750.00, with said HPRR and CCR Loans forgiven at a rate of 20%  
9 per year (with claw back provisions provided in the Agreement).

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

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

27 **Section 6. Further Authorizations.** The Chief Executive  
28 Officer of the DIA, or her designee, is hereby authorized to execute  
29 the Agreement and otherwise take all necessary action in connection  
30 therewith and herewith. The Chief Executive Officer of the DIA is  
31 further authorized to negotiate and execute all necessary changes and

1 amendments to the Agreement and any other contracts and documents to  
2 effectuate the purposes of this Ordinance, without further Council  
3 action, provided such changes and amendments to the Agreement are  
4 limited to amendments that are technical in nature (as described in  
5 Section 2 hereof), and further provided that all such amendments  
6 shall be subject to appropriate legal review and approval by the  
7 General Counsel, or his or her designee, and take all other  
8 appropriate official action required by law.

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

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

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21 Form Approved:

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23           /s/ Mary E. Staffopoulos          

24 Office of General Counsel

25 Legislation Prepared By: Joelle J. Dillard

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