

1 Introduced by the Council President at the request of the DIA:  
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4 **ORDINANCE 2022-580**

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 ALE KINGS  
11 HOLDINGS, LLC ("OWNER"), TO SUPPORT THE  
12 RENOVATION AND REHABILITATION BY OWNER OF THE  
13 BUILDING LOCATED AT 1001 KINGS AVENUE (THE  
14 "PROJECT"); AUTHORIZING THREE DOWNTOWN  
15 PRESERVATION AND REVITALIZATION PROGRAM  
16 ("DPRP") LOANS, IN AN AGGREGATE AMOUNT NOT TO  
17 EXCEED \$1,231,760, TO THE OWNER IN CONNECTION  
18 WITH THE REDEVELOPMENT OF THE PROJECT, TO BE  
19 APPROPRIATED BY SUBSEQUENT LEGISLATION;  
20 DESIGNATING THE DIA AS CONTRACT MONITOR FOR THE  
21 AGREEMENT; PROVIDING FOR OVERSIGHT OF THE  
22 PROJECT BY THE DIA; AUTHORIZING THE EXECUTION OF  
23 ALL DOCUMENTS RELATING TO THE ABOVE AGREEMENT  
24 AND TRANSACTIONS, AND AUTHORIZING TECHNICAL  
25 CHANGES TO THE DOCUMENTS; PROVIDING AN EFFECTIVE  
26 DATE.

27  
28 **WHEREAS**, pursuant to Chapter 55, Part 3 (Downtown Preservation  
29 and Revitalization Program), *Ordinance Code*, the City of Jacksonville  
30 ("City") established the Downtown Preservation and Revitalization  
31 Program for purposes of fostering the preservation and revitalization

1 of certain historic and qualified non-historic, buildings located in  
2 Downtown Jacksonville; and

3 **WHEREAS**, ALE Kings Holdings, LLC (the "Owner") owns certain real  
4 property located at 1001 Kings Avenue, on which Owner intends to  
5 cause the renovation and rehabilitation of the building ("Building"),  
6 as further detailed in the Agreement; and

7 **WHEREAS**, the Owner is seeking to secure Downtown Preservation  
8 and Revitalization Program loans consisting of a Historic  
9 Preservation Restoration and Rehabilitation Forgivable Loan, a Code  
10 Compliance Renovations Forgivable Loan, and a Deferred Principal Loan  
11 on each building comprising the Project in an aggregate amount not  
12 to exceed \$1,231,760.00 (each, a "DPRP Loan") for exterior and  
13 interior rehabilitation and restoration, and Code required  
14 improvements in support of the Project; and

15 **WHEREAS**, the scope of the Project will include interior and  
16 exterior redevelopment and renovation of the 13,500 gross square foot  
17 Building to provide retail space, office space, and amenities  
18 (collectively, the "Improvements"); and

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

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

27 **WHEREAS**, the DIA has considered the Owner's requests and has  
28 determined that the DPRP Loans will enable the Owner to restore and  
29 rehabilitate the historic structures and construct the Project as  
30 described in the Agreement; and

31 **WHEREAS**, the DIA has approved its Resolution 2022-04-11 (the

1 "Resolution") to enter into the Agreement, said Resolution being  
2 attached hereto as **Exhibit 1**; and

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

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

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

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

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

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

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

19 (e) The Owner is qualified to carry out the Project.

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

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

29 **Section 2. Redevelopment Agreement Approved and Execution**  
30 **Authorized.** There is hereby approved, and the Chief Executive Officer  
31 of the DIA, or her designee, is hereby authorized to execute and

1 deliver the Redevelopment Agreement substantially in the form placed  
2 **On File** with the Office of Legislative Services (with such "technical"  
3 changes as herein authorized), for the purpose of implementing the  
4 recommendations of the DIA as further described in the Agreement.

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

22 **Section 3. Payment of DPRP Loans to Owner.** The DPRP Loans  
23 are hereby authorized, and, subject to subsequent appropriation by  
24 the City Council for the Project, the City is authorized to disburse  
25 the DPRP Loans to the Owner in an aggregate amount not to exceed  
26 \$1,231,760.00, pursuant to and as set forth in the Agreement.

27 The DPRP Loans for the Improvements at 1001 King's Avenue are  
28 comprised of a Historic Preservation Restoration and Rehabilitation  
29 Forgivable ("HPRR") Loan in the not-to-exceed amount of \$257,200.00,  
30 a Code Compliance Forgivable ("CCR") Loan in the not-to-exceed amount  
31 of \$728,200.00, with said HPRR and CCR Loans forgiven at a rate of

1 20% per year (with claw back provisions provided in the Agreement),  
2 and a Deferred Principal Loan in the not-to-exceed amount of  
3 \$246,360.00 which requires interest payments annually with principal  
4 to be repaid at maturity (10 years from the date of funding).

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

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

22 **Section 6. Further Authorizations.** The Chief Executive  
23 Officer of the DIA, or her designee, is hereby authorized to execute  
24 the Agreement and otherwise take all necessary action in connection  
25 therewith and herewith. The Chief Executive Officer of the DIA is  
26 further authorized to negotiate and execute all necessary changes and  
27 amendments to the Agreement and any other contracts and documents to  
28 effectuate the purposes of this Ordinance, without further Council  
29 action, provided such changes and amendments to the Agreement are  
30 limited to amendments that are technical in nature (as described in  
31 Section 2 hereof), and further provided that all such amendments

1 shall be subject to appropriate legal review and approval by the  
2 General Counsel, or his or her designee, and take all other  
3 appropriate official action required by law.

4       **Section 7.       Effective Date.** This Ordinance shall become  
5 effective upon signature by the Mayor or upon becoming effective  
6 without the Mayor's signature.

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8 Form Approved:

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10 \_\_\_\_\_  
11 Office of General Counsel

12 Legislation Prepared By: John Sawyer

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