

RESOLUTION 2017-10-02

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) INSTRUCTING THE CHIEF EXECUTIVE OFFICER (“CEO”) TO EFFECTUATE AN AGREEMENT WITH THE NORTH FLORIDA LAND TRUST FOR THE LEASE OF THAT CITY-OWNED PROPERTY COMMONLY REFERRED TO AS “BREWSTER HOSPITAL” PURSUANT TO NOTICE OF DISPOSITION ISP-0511-17; AMENDING THE GENERAL TERMS AND CONDITIONS ADOPTED AS PART OF RESOLUTION 2017-05-01 AND RESOLUTION 2017-07-02; RECOMMENDING THAT THE CITY COUNCIL OF JACKSONVILLE ADOPT LEGISLATION EFFECTUATING THE PURPOSES OF THIS RESOLUTION; INSTRUCTING ITS CEO TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF A LEASE AGREEMENT OR FUNCTIONAL EQUIVALENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, DIA is the designated Community Redevelopment Agency for the North Bank Community Redevelopment Area (“CRA”), to which a Community Redevelopment Plan was adopted by Ordinance 2014-0560-E; and

WHEREAS, the vacant building and real property commonly known as Brewster Hospital located at 843 W. Monroe Street, Jacksonville, Florida (the “Property”) is located within Downtown’s North Bank CRA; and

WHEREAS, by adoption of Resolution 2017-05-01, the DIA instructed its CEO to issue a notice for disposition as required by Section 163.380(3)(a), Florida Statutes, and Section 122.434(a), Ordinance Code; and

WHEREAS, through the City’s Procurement Department DIA issued notice of disposition ISP-0511-17 in accordance with the above mentioned statutory and local ordinance code requirements; and

WHEREAS, after the required 30-day notice period, the DIA did not receive any further proposals in response to ISP-0511-17; and

WHEREAS, via Resolution 2017-05-01 the DIA previously approved the general terms and conditions for lease of the Brewster Hospital to the North Florida Land Trust, Inc.; and

WHEREAS, via Resolution 2017-07-02 the DIA reaffirmed the terms and conditions previously adopted via Resolution 2017-05-01; and

WHEREAS, the DIA desires to modify the terms and conditions previously approved via Resolution 2017-07-02 to increase the lease abatement amount from \$250,000 to a maximum of \$350,000 based on the actual, documented costs of improvement; establishing a base rent within the first five (5) year term at seventy-one thousand one hundred and zero dollars (\$71,100.00) paid in monthly installments of five thousand nine hundred and twenty-five dollars (\$5,925.00); and reaffirm all other terms and conditions approved via Resolution 2017-05-01 and Resolution 2017-07-02; and

WHEREAS, Section 122.434(d), Ordinance Code, requires City Council approval of the agreement if the sales price of the property to be disposed of is greater than \$25,000, **NOW THEREFORE**

BE IT RESOLVED, by the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA approves the following to the terms and conditions:

- A. **Initial Term.** Five (5) years
- B. **Renewal Terms.** The Tenant shall have the option to renew this Lease for two (2) additional, consecutive five (5) year periods; except that the annual Lease Fee beginning with the second renewal period shall be at the then current market lease rate for Type A office space as determined by Downtown Investment Authority.
- C. **Lease Fee.** Initial Lease Fee shall be in the annual amount of seventy-one thousand one hundred and zero dollars (\$71,100.00) and shall be paid by Tenant to Landlord in monthly installments of five thousand nine hundred and twenty-five dollars (\$5,925.00).
- D. **Lease Fee Abatement.** For the Initial Term of this Lease, Tenant shall be eligible to receive an annual credit against the Lease Fee in a lease abatement amount of up to seventy-one thousand one hundred and zero dollars (\$71,100.00), with a total maximum aggregate lease abatement of three hundred and fifty thousand dollars (\$350,000.00). The lease fee abatement is limited to the initial five (5) year term.
- E. **Taxes and Other Charges.** The Tenant shall be solely responsible for all taxes, assessments, and fees of any kind relating to the Property or Tenant's use thereof.
- F. **Brewster and Community Nurses Association.** An area within the building's first floor will be designated to house an exhibit memorializing the history of Brewster Hospital. That area will be available to the Brewster and Community Nurses Association for meetings and events.

Section 3. The DIA recommends that the Jacksonville City Council adopt legislation authorizing a lease for the Property consistent with the general terms and conditions identified in Section 2 of this resolution.

Section 4. The DIA authorizes its CEO to take all necessary action to effectuate the purposes of this Resolution, including but not limited to, executing a lease agreement or its functional equivalent.

Section 5. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY


James Bailey, Chair

January 10¹⁷, 2018
Date

VOTE: In Favor: 6 Opposed: 0 Abstained: 0

RESOLUTION 2017-07-02

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) INSTRUCTING THE CHIEF EXECUTIVE OFFICER (“CEO”) TO TAKE ALL NECESSARY ACTION TO EFFECTUATE AN AGREEMENT WITH THE NORTH FLORIDA LAND TRUST FOR THE LEASE OF THAT CITY-OWNED PROPERTY COMMONLY REFERRED TO AS “BREWSTER HOSPITAL” PURSUANT TO RESOLUTION 2017-05-01 AND NOTICE OF DISPOSITION ISP-0511-17; REAFFIRMING THE GENERAL TERMS AND CONDITIONS IDENTIFIED IN EXHIBIT ‘A’; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, DIA is the designated Community Redevelopment Agency for the North Bank Community Redevelopment Area (“CRA”), to which a Community Redevelopment Plan was adopted by Ordinance 2014-0560-E; and

WHEREAS, the vacant building and real property commonly known as Brewster Hospital (the “Property”) is located within Downtown’s North Bank CRA; and

WHEREAS, by adoption of Resolution 2017-05-01, the DIA instructed its CEO to issue a notice for disposition as required by Section 163.380(3)(a), Florida Statutes, and Section 122.434(a), Ordinance Code; and

WHEREAS, through the City’s Procurement Department DIA issued notice of disposition ISP-0511-17 in accordance with the above mentioned statutory and local ordinance code requirements; and

WHEREAS, after the required 30-day notice period, the DIA did not receive any further proposals in response to ISP-0511-17; and

WHEREAS, via Resolution 2017-05-01 the DIA previously approved the general terms and conditions for lease of the Brewster Hospital, which are included as Exhibit ‘A’; and

WHEREAS, Section 122.434(d), Ordinance Code, requires City Council approval of the agreement if the sales price of the property to be disposed of is greater than \$25,000; NOW THEREFORE

BE IT RESOLVED, by the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA instructs the Chief Executive Officer of the Downtown Investment Authority to take all necessary action to effectuate the purposes set forth in this Resolution, including, but not limited to, the execution of all contracts, lease agreements and other instruments.

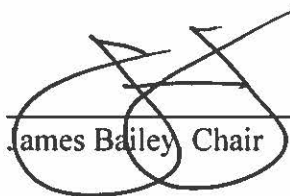
Section 3. The DIA reaffirms its concurrence with the general terms and conditions as previously approved through adoption of Resolution 2017-05-01, included hereto as Exhibit 'A'.

Section 4. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY




_____ Date

July 19, 2017

VOTE: In Favor: 6 Opposed: 0 Abstained: 0

FORM APPROVAL:

Office of General Counsel

May 4, 2017

Aundra Wallace, CEO
Downtown Investment Authority
City of Jacksonville
117 W Duval St
Jacksonville, FL 32202

Re: Unsolicited Proposal – Brewster Hospital

Dear Mr. Wallace:

The North Florida Land Trust, a not-for-profit Jacksonville based entity, is pleased to present an unsolicited proposal for the purposes of leasing the City-owned property at 915 West Monroe Street known as the Brewster Hospital site. As you may know, the Land Trust has as part of its mission the preservation of historic resources of North Florida. Clearly, the preservation of Brewster Hospital is within our mission. While we would much prefer to purchase the property, but we understand the City would rather lease and are offering to do so at this time.

Situation:

The City owns the former Brewster Hospital at the corner of Monroe and Davis streets in La Villa as well as several adjacent parcels within the block. Our understanding is that the building contains 5,688 square feet of rentable space.

The City has kept the historic brick and frame building in good shape with exterior wood rot remediation having been the most recent repair. Nonetheless, the building still lacks certain improvements such as an elevator or secure parking that would be required for office occupancy.

In addition to attracting a rent-paying tenant, the City would like to be able to display and make available to the public certain artifacts depicting the Hospital's history. After discussions with the staff, we have concluded the following:

Objectives:

City

- preserve the historic building and showcase its history
- improve the building and site to accommodate a rent paying commercial tenant using the tenant's money where possible
- generate cash from rent to support its downtown development mission
- not be involved in day to day property management or the costs associated therewith

Land Trust

- Occupy an historic building and use its occupancy to enhance the surrounding neighborhood as an urban extension of its land trust brand

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- Accommodate its growing office requirements while keeping its identity
- Pay less than class A market rates in keeping with its non-profit mission
- Ultimately own the building if possible

Funding of necessary improvements:

- The tenant will fund, and undertake with the City's approval, an initial capital improvement program to bring the property up to commercial standards including the installation of:
 - an elevator and any other handicap requirements;
 - an off-street parking lot;
 - fencing, lighting, and other necessary security features to protect the parking lot
 - a kitchen and small eating area for employees
 - improvements recommended by the contractor

Lease Structure:

The rent for the property will be consistent with Class B office space in a downtown fringe location.

- The North Florida Land Trust proposes to lease the space for a five-year period beginning on the date of occupancy with two options to renew for five additional years each or purchase the property if both parties agree. Neither the City nor the Land Trust pays taxes and the City self-insures the building; therefore, the Land Trust will only need to pay tenant insurance. The Land Trust will manage the building and directly pay operating expenses and minor maintenance including utilities, janitorial, systems inspections, pest control, site and landscape maintenance, and security.
- The Land Trust therefore proposes a Net Lease, as defined above, at the rate of \$12.50 per square foot.
- The City, as owner, is responsible for building and site capital improvements and replacements. Because of the historic nature of the building and its importance to the community, this would include painting, brick repointing, wood rot replacement, roof repair and all other work required to keep the building water tight and in good exterior repair
- Additionally, the Land Trust estimates that it will need \$250,000 to bring the building up to commercial standards and maintain the historic integrity of the building. As a result, the Land Trust proposes to offset that expense with free rent until the principle and accrued interest (at a market amortization rate) has been retired.
- As an acknowledgment of and the City's historic interest, the Land Trust will designate an area within the building's first floor to house an exhibit memorializing the history of Brewster Hospital. That area will be available to the Brewster and Community Nurses Association for meetings and events.

The Brewster Hospital is a wonderful community asset that has been idle for far too long. We believe that the structure we are proposing allows the City and the Land Trust to bring the unique qualities of each to bear in a way that accomplishes what neither entity could achieve on its own, matches the risks and benefits of redevelopment appropriately, and is reflective of the unique asset and situation that this property represents.

We look forward to a long and fruitful relationship with the Downtown Investment Authority and the City of Jacksonville.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'JM', with a long horizontal stroke extending to the right.

Jim McCarthy, President