

RESOLUTION 2024-04-06

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ACTING AS THE DOWNTOWN ECONOMIC DEVELOPMENT AGENCY (“GRANTOR”) APPROVING THE AWARD OF A RETAIL ENHANCEMENT PROGRAM FORGIVABLE LOAN TO CO-OPS OF JACKSONVILLE, LLC AND 218 W CHURCH, LLC (“GRANTEES”); AUTHORIZING THE CEO OF THE DIA TO NEGOTIATE A LOAN AGREEMENT AND RELATED SECURITY DOCUMENTS; AUTHORIZING THE DIA CEO TO EXECUTE SUCH AGREEMENTS; AND FINDING THAT THE DEVELOPMENT PLAN IS CONSISTENT WITH THE DIA’S BUSINESS INVESTMENT AND DEVELOPMENT PLAN, INCLUDING THE NORTHBANK CRA PLAN (“BID PLAN”) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Grantees submitted a Retail Enhancement Program application to the DIA under the Targeted Retail Activation: Food and Beverage Establishments Program to facilitate the development of a restaurant venue in the Hogan x Laura District of the Central Core in Downtown Jacksonville; and

WHEREAS, the application was reviewed by the DIA staff and found to be consistent with program guidelines, the BID Plan and CRA Plan for Downtown Northbank; and

WHEREAS, The DIA hereby finds that the Project furthers the following Goal(s) of the BID Plan:

Goal 3) Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.

Goal 4) Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks and attractions; and

WHEREAS, the Retail Enhancement and Property Disposition Committee, at their meeting of April 11, 2024, voted to recommend approval of the application to the DIA Board; and

WHEREAS, the DIA is authorized to utilize the Downtown Economic Development Fund Forgivable Loan funds, to foster the redevelopment of the Downtown Northbank; and

WHEREAS, to assist the Grantees in making renovations for the purposes of Co-Op Jacksonville (“the Project”) the DIA proposes to provide a Forgivable Loan secured by a note in an amount not to exceed ONE HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED FORTY DOLLARS and 00/100 (\$156,240) to the Grantees; and

WHEREAS, the financial assistance to the Project will be in the form of the proposed terms and incentives on the Term Sheet, attached as Exhibit A to this Resolution.

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 hereby approves the award of a Retail Enhancement Grant in the amount of \$189,490 from the Downtown Economic Development Fund, Forgivable Loans account to Grantees to be provided in accordance with the term sheet attached hereto as Exhibit A.

Section 3. The Chief Executive Officer is hereby authorized to negotiate and execute the contracts necessary to document this approval and otherwise take all additional actions necessary to effectuate the purposes of this Resolution.

Section 4. The Effective Date of this Resolution is the date of execution of this Resolution by the Chair of the DIA Board.

WITNESS:

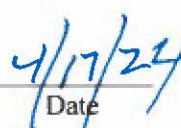
DOWNTOWN INVESTMENT AUTHORITY



Witness



Jim Citrano, Chairman



Date

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

Exhibit A:

**RETAIL ENHANCEMENT PROGRAM
TARGETED RETAIL ACTIVATION: FOOD AND BEVERAGE
ESTABLISHMENTS FORGIVABLE LOAN PROGRAM TERM SHEET
(FAB-REP)**

**Co-Op Frose & Eatery
218 West Church Street**

Project Name: Co-Op Frose & Eatery

Co-Applicants: Co-Ops of Jacksonville, LLC (“Tenant”)
218 W Church LLC (“Landlord”)

Total Build Out and Equipment Costs: \$666,935

Eligible Costs under FAB-REP program: \$427,221

Maximum Eligible Funding: \$156,240 36.5% of Eligible FAB-REP Costs

Project: Tenant improvements to the first floor of 218 Church Street, RE# 073776-0000, located in the Hogan x Laura District of the Central Core District, owned by 218 W Church, LLC, in accordance with the application received. Funding will facilitate the development of a fast casual restaurant classified as a Type 2 establishment per FAB-REP Guidelines.

The applicant also agrees to operate during expanded hours, as detailed further below, and is expected to remain in business in the location at these service levels for a minimum of 5 years.

City Funding: No more than \$156,240, through the Downtown Economic Development Fund Forgivable Loan fund, as follows:

FAB-REP Forgivable Loan:

- Maximum funding of \$156,240 from the Downtown Economic Development Fund Forgivable Loan fund.
- The grant will be structured as a forgivable loan, with 0% interest that will amortize at the rate of 20% on each anniversary date of the closing for 5 years so long as no event of default exists. Each co-applicant will be a party to that forgivable note and loan agreement.
- The co-applicants acknowledge that these loan funds are awarded and shall be used in accordance with the Retail Enhancement Program Targeted Retail Activation: Food and Beverage Establishments guidelines.
- The forgivable loan will be secured by a personal guarantee of Jason Soss on behalf of the Tenant and JWB Capital on behalf of the Landlord in the event of a default under the program or funding agreement.

Minimum Construction Costs (FAB-REP Forgivable Loan):

- The minimum build out and equipment costs incurred through completion to remain eligible for the FAB-REP Forgivable Loan are \$384,500 and listed in Figure 1 below. Such costs will exclude soft costs such as General Conditions, General Requirements, Overhead, Insurance, and similar expenditures not contributing to the hard costs of construction.
- The total minimum construction costs shall also exclude costs incurred for furniture and any equipment not affixed to the property. Any equipment affixed to the property included in this total must remain on the property through the compliance period of the forgivable loan agreement.
- The minimum contribution from each co-applicant towards the minimum construction costs shall be \$78,120.

Performance Schedule:

- A) Retail Enhancement Loan Agreement to be executed within six (6) months of DIA board approval which shall establish the Retail Enhancement Loan Agreement Effective Date.
- B) Commencement of Construction: Within three (3) months following the Retail Enhancement Loan Agreement Effective Date, Applicant commits to commencement of construction, meaning receipt of all required approvals, permitting, and closing on all required financing to allow the start of construction activities and has actually commenced buildout type work.
- C) Substantial Completion: Within twelve (12) months following the Retail Enhancement Loan Agreement Effective Date as defined above.
- D) The DIA CEO will have the authority to extend this Performance Schedule, at the CEO's discretion, for up to three (3) months for good cause shown by the Applicant. Any extensions to the Commencement Date shall simultaneously have the same effect as extending the Completion Date.

Additional Commitments:

1. Applicant shall establish business operations following the description as outlined in the application and as Project above. The build out should be materially consistent with the renderings and images included below in Figure 2.
2. All rehabilitation work and design features must comply with all applicable city codes, ordinances, the established Downtown Development Review Board Guidelines and the Downtown Zoning Overlay.
3. Per FAB-REP guidelines, the award will be structured as:
 - a) Zero interest, forgivable loan payable upon completion of the work and receipt by DIA of invoices for goods and services rendered and proof that recipients paid for such goods and services.
 - b) No interest shall accrue upon the principal of the total loan amount, with the principal forgiven over a five (5) year period.
 - c) The total principal balance will amortize 20% each year of the compliance period.
 - d) At the end of five years, the loan shall be entirely forgiven on the condition that the improvements are installed and maintained in reasonably good condition, all taxes are maintained in current status with no tax certificates, and no City Code violations are incurred during the compliance period.
 - e) If it is determined that the recipient(s) is in default, interest and full payment of the grant may be demanded.

4. Minimum Hours of Operation to be maintained as:

Co-Op Frose & Eatery Hours of Operation:

Sunday through Saturday

7:00 am to 8:00 pm

5. Minimum number of employees: A minimum of two (2) full-time equivalent employees, defined as working a minimum of 35 hours per week, shall be required for the term of this agreement. This may include owner-operators.
6. Personal Guaranty of payment and performance obligations in the event of default to be provided by Jason Soss on behalf of the Tenant and JWB Capital on behalf of the Landlord.
7. Additional terms and conditions as may be required and as found in the Redevelopment Agreement or other documentation prepared to establish the obligations for this award.

Conditions:

This Term Sheet is limited by the following conditions:

1. Downtown Investment Authority to receive copies of any necessary permits, invoices, cancelled checks or documentation from other methods of payment, and other items as may be requested by the DIA in its sole discretion as evidence of eligible expenditures materially consistent with the budget presented as Figure 1; and
2. Annual sales and reporting required to demonstrate compliance with terms and conditions as approved; and
3. There may be additional terms, conditions, rights, responsibilities, warranties, and obligations for both parties which shall be determined in a later negotiated mutually agreeable written contract.

Figure 1 – Construction Budget as Submitted:

BUILD OUT TENANT IMPROVEMENTS			
CSI Division Line-Item Value	Line-Item Value	Non-eligible	Eligible
General Conditions	\$ 50,750	\$ 50,750	
General Requirements	\$ 5,350	\$ 5,350	
Metal Framing & Structural Steel	\$ 27,500		\$ 27,500
Wood & Plastics	\$ 22,500		\$ 22,500
Thermal & Moisture	\$ 6,750		\$ 6,750
Doors & Windows	\$ 4,250		\$ 4,250
Finishes	\$ 74,700		\$ 74,700
Mechanical			
Plumbing	\$ 51,400		\$ 51,400
HVAC (includes exhaust system & install)	\$ 72,500		\$ 72,500
Sprinkler System	\$ 13,500		\$ 13,500
Hood Ansul System	\$ 8,500		\$ 8,500
Electrical			
Electrical gear/wiring & power distribution	\$ 72,187		\$ 72,187
Fire Alarm System	\$ 7,825		\$ 7,825
Data Wiring	\$ 5,700		\$ 5,700
Co-op specified lighting fixtures	\$ 17,500		\$ 17,500
FF&E Installation (install/connection of owner items)	\$ 7,500	\$ 7,500	
General Contractor Admin & Overhead	\$ 24,177	\$ 24,177	
General Contractor Insurance Expense	\$ 8,100	\$ 8,100	
General Contractor Profit/Fee	\$ 53,500	\$ 53,500	
TOTAL	\$ 534,189	\$ 149,377	\$ 384,812
Furniture Fixtures and Equipment	\$ 97,746	\$ 84,262	\$ 13,484
Hood	\$ 35,000		\$ 35,000
TOTAL	\$ 666,935	\$ 233,639	\$ 433,296

Figure 2 - Renderings and Floorplan as Submitted:

