



**Downtown Investment Authority**  
**Retail Enhancement and Property Disposition Committee**  
Hybrid In-person/Virtual Meeting  
**Thursday, May 9th, 2024, at 10:00 AM**

## **RE&PD AGENDA**

**MEMBERS:**

Patrick Krechowski, Esq., Committee Chair  
Carol Worsham, Committee Member

Braxton Gillam, Esq., Committee Member  
Sondra Fetner, Esq., Committee Member

- I. CALL TO ORDER
  - II. PUBLIC COMMENTS
  - III. FORM 8B: VOTING CONFLICT DISCLOSURES
  - IV. April 11<sup>TH</sup>, 2024 RETAIL ENHANCEMENT AND PROPERTY DISPOSITION COMMITTEE MEETING MINUTES  
APPROVAL
  - V. RESOLUTION 2024-05-02: PLAYERS GRILLE
  - VI. RESOLUTION 2024-05-03: BABY GOT BRUNCH
  - VII. OTHER MATTERS TO BE ADDED AT THE DISCRETION OF THE CHAIR
  - VIII. ADJOURN
- 

**PHYSICAL LOCATION**

Jacksonville Public Library-Main Library/Downtown  
303 North Laura Street  
Multipurpose Room (located in the Conference Center)  
Jacksonville, Florida 32202

**VIRTUAL LOCATION**

Interested persons desiring to attend this meeting virtually can do so via Zoom (including by computer or telephone) using the following meeting access information:

**Join Zoom Meeting**

<https://us02web.zoom.us/j/82534306765?pwd=MDdaN2xpTTFzZ3gxUmNRQTM3Mm1GZz09>

**Meeting ID: 825 3430 6765**



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**Thursday, May 9th, 2024, at 10:00 AM**

**Passcode: 186971**

**One tap mobile**

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**TAB IV.**

**APRIL 11<sup>TH</sup>, 2024 RETAIL ENHANCEMENT AND PROPERTY DISPOSITION  
COMMITTEE MEETING MINUTES APPROVAL**



**Downtown Investment Authority**  
**Retail Enhancement and Property Disposition Committee Meeting**  
**Thursday, April 11<sup>th</sup>, 2024**  
**10:00 AM**

**Retail Enhancement and Property Disposition Committee Meeting**  
***DRAFT MEETING MINUTES***

**Retail Enhancement and Property Disposition Committee Members (CM) in Attendance:**

Patrick Krechowski, Esq, Chair  
Carol Worsham

Sondra Fetner, Esq.  
Braxton Gillam, Esq.

**DIA Board Members Participating:** Jim Citrano, Board Chair Ex Officio, Melinda Powers, Esq.  
(Via Zoom)

**DIA Staff Present:** Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Downtown Real Estate and Development; Allan DeVault, Project Manager; Ava Hill, Administrative Assistant

**Office of General Counsel:** Joelle Dillard, Esq.

**Council Members Present:** None

**I. CALL TO ORDER**

The Retail Enhancement and Property Disposition Committee Meeting was called to order at 10:02 a.m. by Patrick Krechowski, Committee Chair. This was followed by introductions.

**II. PUBLIC COMMENTS**

There were no public comments.

**III. FORM 8B: VOTING CONFLICT DISCLOSURES**

There were no voting conflict disclosures.

**IV. FEBRUARY 15<sup>TH</sup>, 2024, RETAIL ENHANCEMENT AND PROPERTY DISPOSITION COMMITTEE MEETING MINUTES APPROVAL**

Committee Chair Krechowski called for a motion to approve the February 15th, 2024, Retail Enhancement and Property Disposition Committee Meeting Minutes.

**Motion:** Committee Member Worsham motioned to approve the meeting minutes as presented.

**Second:** Committee Member Gillam seconded the motion.

Committee Chair Krechowski called for a vote.

**Vote:      Aye: 5                  Nay: 0                  Abstain: 0**

**THE MOTION PASSED UNANIMOUSLY 5-0-0**

**V.      RESOLUTION 2024-04-06 CO-OP OF JACKSONVILLE FAB REP**

**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.**

Allan DeVault, Project Manager for DIA, explained the purpose of the resolution, stating that it was the first of three food and beverage retail enhancement programs, its location and co-applicants, its budget and eligible funding, the Frose and Eatery concept and scoring rubric.

Committee Chair Krechowski called for a motion and second to approve the resolution.

**Motion:**                  Committee Member Gillam moved to approve the resolution.  
**Seconded:**              Board Chair Citrano seconded the motion.

Committee Chair Krechowski opened the floor for discussion.

Committee Member Fetner asked if the 12-month timeframe for completion was achievable. Mr. DeVault confirmed that the 12-month timeframe for completion is achievable and explained how the performance schedule was put together. Cyndy Trimmer, on behalf of the applicant, expressed that they are confident they will be able to meet the project deadlines.

Committee Member Gillam mentioned the Board’s promise to provide retail and entertainment and expressed his excitement for the project and applicant.

Committee Chair Krechowski called for a vote.

**Vote: Aye: 5                  Nay: 0                  Abstain: 0**

**THE MOTION PASSED UNANIMOUSLY 5-0-0**

**VI. RESOLUTION 2024-04-07 POUR TAPROOM FAB REP**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ACTING AS THE DOWNTOWN ECONOMIC DEVELOPMENT AGENCY (“GRANTOR”) APPROVING THE AWARD OF A RETAIL ENHANCEMENT PROGRAM FOOD AND BEVERAGE RETAIL ENHANCEMENT (FAB-REP) FORGIVABLE LOAN TO GATHERTAP, LLC AND VYSTAR CREDIT UNION, LLC (“GRANTEES”) AS CO-APPLICANTS AND A SIDEWALK ENHANCEMENT GRANT TO GATHERTAP, LLC AS THE SOLE APPLICANT; 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.**

Allan DeVault presented an overview of the resolution which included general information on the co-applicants, the project location, the shared kitchen and separate dining room, the self-serve taproom, and the entertainment concepts. He also reviewed the project’s budget, eligible funding, and scoring rubric.

CEO Boyer reminded everyone that program guidelines require a minimum score of 30 and pointed out that this project scored 39 and 42.

Committee Chair Krechowski called for a motion and second to approve the resolution.

**Motion:** Committee Member Gillam moved to approve the resolution.  
**Seconded:** Committee Member Fetner seconded the motion.

Committee Chair Krechowski opened the floor for discussion.

Board Chair Citrano asked if there was going to be two leases or a lease and sub-lease. Mr. DeVault advised that there would be two leases.

Board Chair Citrano also asked if the landlord would be VyStar. Mr. DeVault’s response was yes.

Committee Member Gillam mentioned that VyStar is a great partner for Downtown and that he’s happy to support the project.

Committee Chair Krechowski also expressed his excitement for the project.

Tony Draper, Pour Taproom representative, mentioned that he was thrilled to be a part of downtown and that he appreciated the opportunity to make that corner as active as possible.

Committee Chair Krechowski called for a vote.

**Vote: Aye: 5      Nay: 0      Abstain: 0**

**THE MOTION PASSED UNANIMOUSLY 5-0-0**

**VII. RESOLUTION 2024-04-08 URBAN DOUGH FAB REP**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ACTING AS THE DOWNTOWN ECONOMIC DEVELOPMENT AGENCY (“GRANTOR”) APPROVING THE AWARD OF A RETAIL ENHANCEMENT PROGRAM FOOD AND BEVERAGE RETAIL ENHANCEMENT (FAB-REP) FORGIVABLE LOAN TO URBAN DOUGH, LLC AND VYSTAR CREDIT UNION, LLC (“GRANTEES”) AS CO-APPLICANTS AND A SIDEWALK ENHANCEMENT GRANT TO GATHERTAP, LLC AS THE SOLE APPLICANT; 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.**

Again, Mr. DeVault introduced the co-applicants and explained the resolution was the companion to Resolution 2024-04-07. He pointed out that the sidewalk and buildout costs were smaller. He reviewed the scoring sheet which included employees, services, service hours, and budgets.

**Motion:** Committee Member Gillam moved to approve the resolution.  
**Seconded:** Committee Member Worsham seconded the motion.

CEO Boyer pointed out that all three resolutions are using funds from the Downtown Economic Development Fund and not the CRA.

Committee Chair Krechowski opened the floor for discussion.

Committee Member Worsham expressed how happy she was to see projects of that caliber.

Committee Member Gillam asked DIA staff to explain why that particular application qualified for more funding (percentage wise) for the street front work. Mr. DeVault responded that it’s based on the total development cost instead of square footage. He continued that there has to be a match for the incentive offered.

Committee Member Gillam reiterated his question but wanted to focus specifically on sidewalk enhancements. Mr. DeVault responded that a stand-alone sidewalk project would be eligible for about \$4,000, but if it's coupled with the FAP REP it's eligible for a considerably higher amount of \$15,000.

Committee Member Gillam asked what can be done to help the proposed business maintain the sidewalks. CEO Boyer advised that the state law prohibits tax increment dollars from being used for maintenance. She mentioned additional funding is provided to Public Works to address downtown maintenance and that they can report the areas in need of sidewalk maintenance.

After Committee Member Gillam pointed out that a problem area is Bay Street, east of Ocean, Lori advised that Public Works would make that a priority.

Ramon Bollesteros, Pour Taproom representative, expressed his gratitude to work with the City of Jacksonville and VyStar and mentioned that he believes they have put together a robust partnership.

Committee Member Fetner mentioned how she helped to create the FAB Rep Guidelines. She added that she can't wait to walk into the newly developed VyStar garage, which is her everyday route.

Committee Chair Krechowski called for a vote.

**Vote: Aye: 5      Nay: 0      Abstain: 0**

**THE MOTION PASSED UNANIMOUSLY 5-0-0**

## **VIII. DISCUSSION OF RIVERFRONT DEVELOPMENT PAD B**

CEO Boyer provided an update on the project's progress including the movement of the restaurant, the Architectural RFP, the notice of disposition, and the American Lions development proposal. She mentioned that the Board needed to decide if the timing is right to put out a new notice of disposition, what would be the terms, and if they want to change some of the requirements.

Committee Chair Krechowski opened the floor for discussion.

Committee Chair Krechowski asked what the negatives of moving forward with an RFP would be when you're unsure of what you may see. CEO Boyer mentioned that there may be negative media coverage and perception if there's only one bid or no bids. She added that there may be negative financial impact if you get two or three bids, and they all want a substantial completion grant.

Committee Member Gillam mentioned that he didn't know what entities were interested in the property, but he expressed that the site was special, and the desired development was for something iconic. CEO Boyer discussed a few interested entities and their preference for hotel development versus residential development. She agreed that the property was a premium property.

Committee Member Worsham expressed that she believed the criteria and designs developed between Perkins and Will and American Lions were excellent and she wouldn't want to change anything. She mentioned that she wasn't opposed to a hotel, but she questioned what would be done behind the Beer Garden to make sure there is a lot of public access. CEO Boyer responded that there could be public parking there until they did a disposition or temporary activations in lieu of parking.

Board Chair Citrano expressed that he was in favor of not doing a disposition and doing phase two infrastructure independent of the building. He also mentioned that he believes if phase one is delivered, it would add value to the property. He concluded that the prudent decision is to not fight the market right now.

Committee Member Fetner asked what phase two of the development includes. CEO Boyer responded that DIA has no responsibility for phase two of the park and then mentioned that it's a part of the CIP project.

Committee Member Fetner asked if the City had funds for phase two since it is a CIP project. CEO Boyer responded that phase two is not funded at all, but a request has been submitted and a contract has been entered into with Haskell for phase one and two.

Committee Member Fetner also mentioned that the terms are too specific and might be the reason why there was only one bid. She added that she hopes they can go back and be a little more flexible.

Board Chair Citrano mentioned how the infrastructure work and temporary uses of the pad would reveal what the site and community would support. He added that this is the benefit of waiting.

Committee Member Worsham asked if they were just discussing the development pad and what would be next. CEO Boyer responded that she hadn't planned on taking it to the Board at that point, but the idea was to get the sentiment of the Committee and she would draft a resolution to that effect.

Committee Chair Krechowski expressed that he didn't disagree with what had been said but that the deal seemed difficult to pull off. He added that he was more worried about losing momentum. He stressed that he believed they should keep moving forward.

Committee Member Fetner asked if they would have to fill the space on the other side of the retaining wall to activate it. CEO Boyer's response was no and that it could be activated at grade. She then explained the details.

Committee Member Fetner asked if it was premature to start building the restaurant, beer garden, etc. if there is no notice of disposition. CEO Boyer responded that she didn't think that was possible. She added that the park was 100% designed, the CIP project park is under contract to build the entire park, and it is the Administration's intention to deliver the park as soon as possible. She concluded that any suggestion to delay phase two of the park would not be received well.

Committee Member Worsham advised that she would not be in favor of any changes to the park designs that are already completed and under contract.

It was concluded that this discussion should be brought before the entire Board. CEO Boyer suggested it be discussed at the June Board meeting.

**IX. ADJOURNMENT**

Seeing no further discussion, Committee Chair Krechowski adjourned the meeting at 11:17 am.

*The written minutes for this meeting are only an overview of what was discussed. For verbatim comments of this meeting, a recording is available upon request. Please contact Ava Hill at [avah@coj.net](mailto:avah@coj.net) to acquire a recording of the meeting.*

**TAB V.**

**RESOLUTION 2024-05-02: PLAYERS GRILLE**

**RESOLUTION 2024-05-02**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ACTING AS THE NORTHBANK COMMUNITY DEVELOPMENT AGENCY (“GRANTOR”) APPROVING THE AWARD OF A RETAIL ENHANCEMENT PROGRAM GRANT TO PLAYERS GROUP, LLC (“PLAYERS GRILLE” OR “GRANTEE”), TO ESTABLISH A FOOD AND BEVERAGE BUSINESS IN THE HOME2SUITES HOTEL LOCATED AT 600 PARK STREET JACKSONVILLE FL 32204 WHERE APPLICANT MAINTAINS A LEASE FEE INTEREST; AUTHORIZING THE CEO OF THE DIA TO NEGOTIATE A GRANT AGREEMENT (FORGIVABLE LOAN SECURED BY A NOTE); 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 DIA is authorized to utilize the Northbank Tax Increment District funds, in accordance with the CRA Plan, to foster the redevelopment of the Downtown Northbank Community Redevelopment Area; and

**WHEREAS**, Grantee submitted an application to the DIA under the Basic Retail Enhancement Program (“REP Program”) to facilitate the development of a restaurant and bar establishment in the Brooklyn neighborhood of 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 Northbank; and

**WHEREAS**, maximum funding under the Basic REP program is limited to the lesser of 50% of eligible development costs or \$20 per square foot of eligible space, and

**WHEREAS**, proposed maximum REP funding for the Grantee is based upon the \$20 per square foot of eligible space approach; and

**WHEREAS**, to assist Grantee with build out costs for the purpose of establishing the Players Grille (the “Project”) the DIA proposes to provide a Grant (forgivable loan secured by a note) in an amount not to exceed SEVENTY-TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS and 00/100 (\$72,430.00) to the Grantee; 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; and

**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 \$72,430.00 from the Downtown Northbank TID to the Grantee 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

\_\_\_\_\_  
James Citrano, Chairman

\_\_\_\_\_  
Date

VOTE: In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

**Exhibit A:**

**BASIC RETAIL ENHANCEMENT PROGRAM GRANT  
TERM SHEET**

**Players Group LLC  
600 Park Avenue  
Jacksonville FL 32204**

<b>Project Name:</b>	<b>Players Grille</b>
<b>Applicant/Grantee:</b>	<b>Players Group, LLC</b> Philip Visali, CEO Dominic Raices, CFO
<b>Total Build Out Costs (estimate):</b>	\$1,200,000 +
<b>Total Eligible Costs (Build out only):</b>	\$1,172,769
<b>Eligible Funding:</b>	<b>\$ 72,430</b>

**Project:** Tenant improvements for an approximately 4,500 square foot sports bar and family restaurant located in the Brooklyn District of the Northbank CRA with approximately 3,000 square feet inside and 1,500 square feet on a covered patio. The property is owned by Kelco CL Park, LLC and operates primarily as a Home2Suites hotel with 100 guest rooms. Players Grille will lease the corner, first-floor space to be built out as the hotel restaurant and bar.

To be eligible for total loan forgiveness, the applicant is required to remain in business in the location at these service levels for a minimum of three (3) years.

**City Funding:** No more than **\$72,430**, through the Northbank CRA, as follows:

Basic Retail Enhancement Program Grant: \$72,430 from the Retail Enhancement Program funding of the Northbank CRA. The award will be structured as a forgivable, 0% interest grant (forgivable loan secured by a note) that will be forgiven and reduced at a rate of approximately 33.33% per year on each anniversary of the Loan Disbursement Date following closing for three (3) years so long as no event of default exists.

The Applicant acknowledges that these Grant funds are awarded and shall be used in compliance with the Basic Retail Enhancement Program guidelines.

Minimum Capital Contribution:

- A) The minimum total capital contribution through completion to remain eligible for the Basic REP Grant is \$1,172,769 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.
- B) 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.

Performance Schedule:

- A) Redevelopment Agreement to be executed within six (6) months of the DIA Board Approval Date which shall establish the Redevelopment Agreement Effective Date.
- B) Commencement of Construction: Within three (3) months following the Redevelopment 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 Commencement of Construction Date, as defined above, Grantee shall provide evidence of completion of construction, payment of all subcontractors, material providers, and laborers, and receipt of licensing necessary to conduct the business as outlined in the application submitted.
- 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 shall 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. Personal Guaranty of payment and performance obligations in the event of default to be provided by Philip Visali on behalf of the Tenant.
4. Per Basic REP guidelines, the award will be structured as:
  - a. Zero-interest, Grant agreement, payable upon Substantial 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 grant amount, with the principal forgiven monthly in equal amounts monthly over a three (3) year period.
  - c. The total principal balance will be forgiven and reduced at a rate of approximately 33.33% per year on each anniversary of the Loan Disbursement Date.

- d. At the end of thirty-six months, the Grant shall be entirely forgiven on the condition that the business remains in operation as proposed, 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, full payment of any unamortized balance remaining on the grant may be demanded.

Conditions:

This Term Sheet is limited by the following conditions:

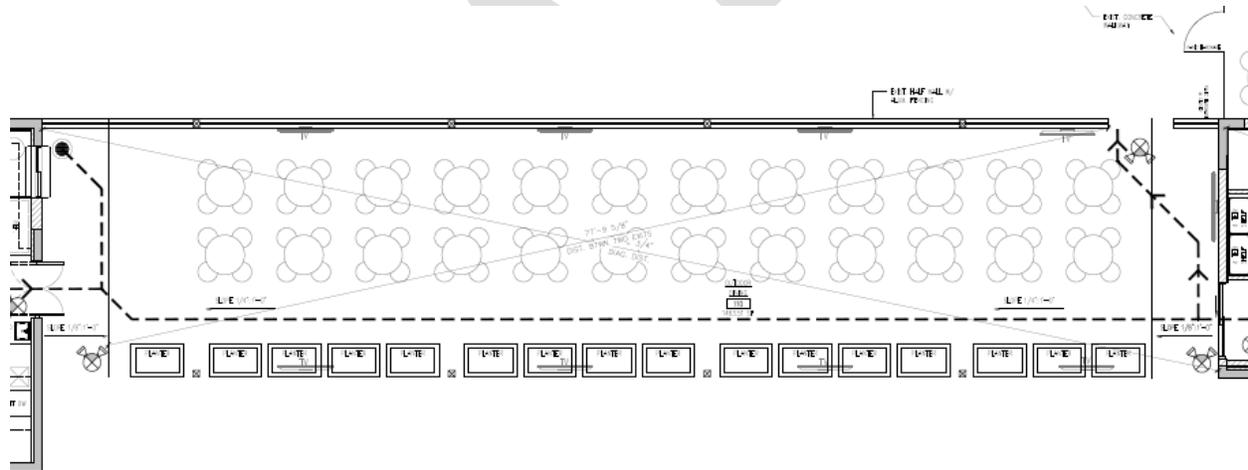
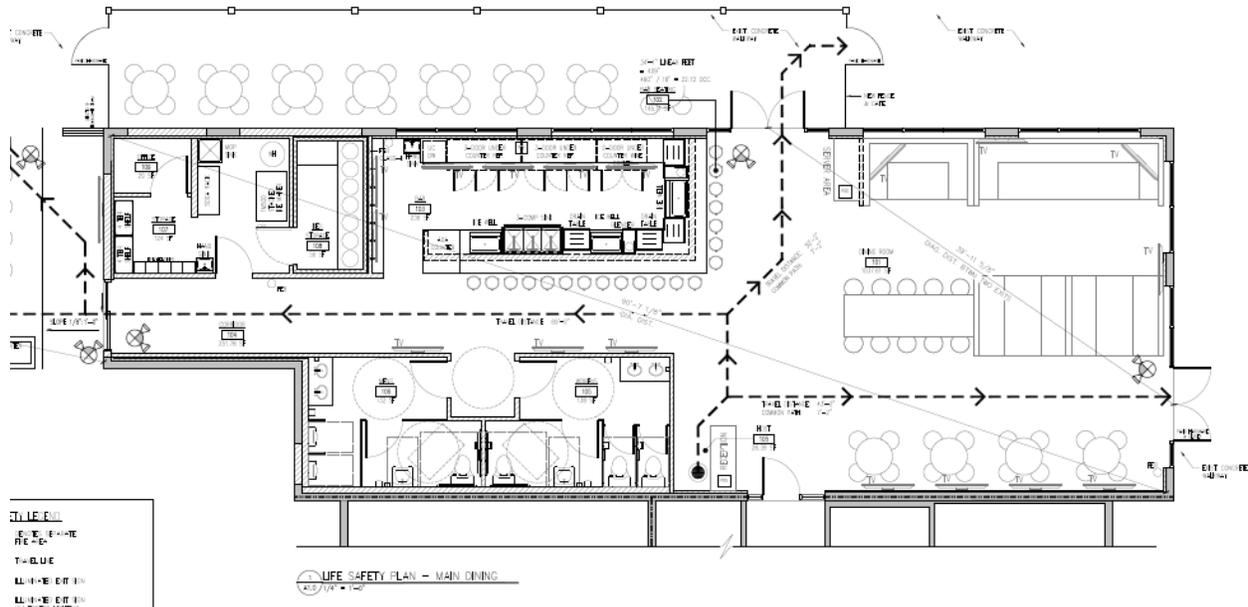
- A) Prior to funding:
  1. Applicant to provide evidence of Substantial Completion, as required above: and,
  2. Downtown Investment Authority to receive copies of any necessary permits, invoices, cancelled checks or documentation from other methods of payment, and other items as may be requested by the DIA in its sole discretion as evidence of eligible expenditures materially consistent with the budget presented as Figure 1; and
- B) Throughout the Compliance Period:
  1. Continuing operation of the Project as a restaurant as found in the business plan submitted with the application is required during the term of the agreement; and
  2. Annual financial summary and reporting is required to demonstrate compliance with terms and conditions as approved; and
  3. The Project will maintain not less than two full-time employees throughout the term of the agreement.
  4. 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:

	All Build-out Costs	Eligible y/n	Non-Eligible	Eligible	Patio Portion
GYPSUM BOARD/METAL FRAMING/INSULATION	\$ 88,718.33	y	\$ -	\$ 88,718.33	\$ 25,000.00
ACOUSTICAL CEILINGS	\$ 19,000.00	y	\$ -	\$ 19,000.00	
AUTOMATIC DOOR WITH AIR CURTAINS	\$ 35,184.00	y	\$ -	\$ 35,184.00	
CONCRETE CUTTING	\$ 4,200.00	y	\$ -	\$ 4,200.00	
CEMENT/MASONRY	\$ 98,024.00	y	\$ -	\$ 98,024.00	\$ 25,000.00
BATHROOM PARTITIONS	\$ 11,240.23	y	\$ -	\$ 11,240.23	
HVAC	\$ 276,055.00	y	\$ -	\$ 276,055.00	
FIRE SPRINKLER	\$ 57,326.33	y	\$ -	\$ 57,326.33	\$ 7,000.00
ELECTRICAL	\$ 175,000.00	y	\$ -	\$ 175,000.00	\$ 8,000.00
PLUMBING	\$ 168,521.33	y	\$ -	\$ 168,521.33	
PAINTING	\$ 23,000.32	y	\$ -	\$ 23,000.32	
STEEL WORK	\$ 40,000.00	y	\$ -	\$ 40,000.00	\$ 25,000.00
TILE/CARPET WORK	\$ 45,000.00	y	\$ -	\$ 45,000.00	
BUILD BAR/TRIM WORK	\$ 40,000.00	y	\$ -	\$ 40,000.00	
CABINETS	\$ 15,000.00	y	\$ -	\$ 15,000.00	
COUNTERTOPS	\$ 40,000.00	y	\$ -	\$ 40,000.00	
ROOF FIRE RISER ROOM	\$ 18,000.00	y	\$ -	\$ 18,000.00	
KITCHEN DOORS	\$ 8,500.00	y	\$ -	\$ 8,500.00	
FENCE	\$ 6,000.00	y	\$ -	\$ 6,000.00	\$ 6,000.00
HANDICAP EQUIPMENT FOR BATHROOM	\$ 4,000.00	y	\$ -	\$ 4,000.00	
SUPERVISING PROJECT	\$ 35,000.00	n	\$ 35,000.00	\$ -	
PRIVATE PROVIDER	\$ 4,000.00	n	\$ 4,000.00	\$ -	
<b>TOTAL \$ 1,211,769.54</b>	<b>\$ 1,211,769.54</b>		<b>\$ 39,000.00</b>	<b>\$ 1,172,769.54</b>	<b>\$ 96,000.00</b>

Figure 2 – Renderings and Floorplan as Submitted:





**SUPPLEMENTAL INFORMATION**

**RESOLUTION 2024-05-02: PLAYERS GRILLE STAFF REPORT**



# Downtown Investment Authority

## DIA CORE RETAIL ENHANCEMENT PROGRAM

**“Players Grille”**  
600 Park Street 32204  
Players Group, LLC  
May 9, 2024

**Project Name/Location:**

**Players Grille**  
600 Park Street

**Applicant:**

**Players Group, LLC (“Tenant”)**  
Philip Visali, CEO  
Dominic Raices, CFO

**Project Location:**

600 Park Street  
Jacksonville FL 32204

**Total Build Out Costs (estimate):**

\$1,200,000 +

**Total Eligible Build Out Costs:**

\$1,172,769

**Eligible Funding:**

**\$ 72,430** – 6.2% of Build out costs

### Project Description:

The applicant, Players Group LLC, an entity managed by Philip and Megan Visali proposes a sports bar themed restaurant in the newly opened Home2Suites at 600 Park Street in the Brooklyn neighborhood of Downtown. The family friendly establishment will build out approximately 2,900 conditioned square feet for a dining room on the corner of Park and Roselle and a kitchen in an outbuilding on Roselle as well as an additional 1,500 square feet for a covered, outdoor patio that connects the kitchen and dining room.



After successfully building up and selling the WE Insure, Inc. insurance brokerage/franchise company, the Visali’s purchased the original Players Grille in Miramar Plaza

in December of 2022. Since that time, they have opened new Players Grilles in Mandarin and Oak Leaf Plantation. The Downtown store, located in Brooklyn, will be the third new location in the last year and the fourth overall for the concept.

**Business Plan Summary:**

The concept for the newest store in Downtown Jacksonville is the same as the successful original and the newly added stores in Mandarin and Oak Leaf - a family friendly, casual environment to

watch a variety of sports while enjoying wings, pizza, pretzels and a variety of cold drinks and non-alcoholic beverages. In addition, this location will experiment with dishes new to Players Grille. See Exhibit 1 for current menu



Players Grille Downtown will have a variety of seating with approximately 60 seats and a bar area inside, 30+ seats directly on the Rosselle Street sidewalk and an additional 96 seats on a covered patio which has multiple televisions like the interior seating and bar area.



Like other Players Grilles, they will be a full-service restaurant with servers carrying handheld Point of Sale systems offering a full bar with cocktails, wine and beer.

**Key Personnel/Project Development Team:**

**Philip and Megan Visali:**

The Visali’s were founders and owners of WE Insure, Inc., a successful insurance brokerage/franchise company headquartered on the Southbank of Downtown Jacksonville. After building it to \$250 million in annual insurance premiums, they sold the business in October of 2021. One year later they purchased the existing Players Grille and remain very active in the growing restaurant group.

**Domonic Raices:**

Mr. Raices served as the CFO of WE Insure, Inc. and serves in the same capacity at the Players Grille. He has over 30 years of experience in finance and is a CPA. Mr. Raices is very involved with the expansion and development.

**Dave Morecy:**

Mr. Morecy serves as the Director of Operations for Players Grille. Most recently, he was the owner and operator of four Wing-it locations for over 20 years and brings experience as the ex-CEO of Bono’s Barbeque Corporation.

**Additional Management and staff:**

Several current key employees will assist in the hiring and training of new staff as the project gets closer to completion.



Players Grille

Downtown expects to hire 22 full-time staff to manage the operation.

**Operating Plan:**

As mentioned, the operations will be very similar to the currently operating locations with only the hours of operation changing to fit the particular neighborhood. In this case, they will be operating in a 100-room hotel in Downtown offering breakfast in addition to lunch and dinner daily. Their current plan is to be open the following hours:

Weekly Schedule	Open	Close
Sunday - Saturday	7:00 AM	11:00 PM

### **Target Market and Market Summary:**

The Players Grille slogan is very indicative of their market plan, “Where the neighborhood meets”. This location will add a hotel, Downtown and 5 Points to the mix resulting in a wide network of clientele over 21 meal periods a week. In addition to the already established family friendly, Sports Bar environment, the Players Grille Downtown will host out of town visitors, the burgeoning Brooklyn and 5 Points neighborhoods and will be a short walk from the Riverwalk, the Artists Walk and the Riverside Arts Market. Additionally, the Shared Use Path from San Marco ends just a few blocks away.

While there are similar concepts in the Brooklyn and Riverside neighborhood, casual with multiple televisions playing sports, the Players Grille will benefit from a long history of operation in the Miramar neighborhood and increased name recognition from the recent expansions to Mandarin and Oak Leaf. Also, a presence in Downtown’s growing Brooklyn neighborhood positions them close to the Emerald Trail and in the micromobility scooter zone, furthering that exposure.



### **Operating Budget:**

The applicant provided three years of projected profit and loss statements. The projected revenue of \$1,750,500 in year one is in line, and conservative, for the neighborhood and existing businesses. This projection is supported by multiple locations in current operation.

They estimated 30% cost of goods sold and approximately 32% in labor cost, both standard for this type of operation. The addition of breakfast for hotel guests, Downtown workers and residents also assists in lowering prime costs. The initial lease term is 10 years at a market rate with two renewals.

### **Property Consideration and Development Budget:**

The parcel at 600 Park Street was vacant for some time until it was developed into a 100 room Hoe2Suites in a joint venture between Kelco Management and Development and Corner Lot

Development. The hotel is complete and welcomed its first guests in April of 2024. The Players Grille hopes to commence construction as soon as possible to meet the new demand.

The construction budget alone is \$1,211,769 with a majority of that being eligible expenses. See Exhibit 2 This **does not** include other budget items like kitchen equipment, FF&E and audio/visual. The lease does include some tenant improvement allowance but coupled with the proposed DIA incentive grant, the Players Group LLC will be investing \$1M in construction in addition to the previously mentioned other startup costs.

**Core REP Consideration:**

The Retail Enhancement Program offers several funding levels based on location, and in some cases, type of establishment. The Players Grille Downtown is in the Basic Retail Enhancement Area which offers to eligible businesses and properties a maximum of \$20 per square foot with the limiter being no more than 50% of eligible costs. Additionally, because the patio is integral to the business operations and part of the build out, DIA recommends the patio be considered at a reduced rate of \$10 per square foot.

The eligible costs from the construction budget alone are over \$1,000,000 therefore the square foot calculation will be used. Accordingly, maximum funding eligibility is limited to \$72,430.

Type	Eligible Square Foot (interior)	Additional Square Foot (patio)	Total Maximum funding
Basic REP	2890 sf X \$20 sf = \$57,800	1463 X \$10 = \$14,630	<b>\$72,430</b>

**Scoring Rubric Recommendation:**

The primary criteria for approval of any retail incentive is the feasibility of the business plan. A successful business plan will be one that conveys the most promising combination of relevant experience, financial feasibility, product and market research, growth potential and job creation. A minimum score of 30 points out of 55 points possible is required to have the proposed project referred to the REPD Committee for funding consideration. Staff scored the application and business plan on the following categories:

- A. Business Plan (see point breakdown below) – (up to 40 points)

Categories	Points Available	Points scored
<b>The plan shows good short-term profit potential and contains realistic financial projections</b>	<b>10</b>	<b>9</b>
The Business plan was brief but specific and the P&L succinct, but both were based on an existing operation of over 20 years and two newly opened locations. The name recognition of Players Grille in the Downtown neighborhood is high, and the reputation is strong. Short-term success is good, and projections are very realistic.		

<b>The plan shows how the business will target a clearly defined market and its competitive edge</b>	<b>5</b>	<b>3</b>
This Players Grille will cast a little larger net with the addition of the hotel guest component and the younger, millennial demographic most often found in Brooklyn. There are also a few existing sports bar type establishments in 5 Points and Brooklyn.		
<b>The plan shows that the management team has the skills and experience to make the business successful</b>	<b>10</b>	<b>7</b>
The ownership and financial team have great business experience, though brief in food and beverage. The addition of a very experienced Operations Manager and the value of the original Players Grille's historical performance are keys to success.		
<b>The plan shows that the entrepreneur has made or will make a personal (equity) investment in the business venture</b>	<b>10</b>	<b>9</b>
The Visali's are making a significant personal investment in the buildout and equipment, not wholly captured in this report. The landlord is also providing a brand-new space, reasonable tenant improvement allowance and 100 hotel rooms.		
<b>Number of FTE job positions created in excess of the required two (2) positions</b>	<b>5</b>	<b>4</b>
The business, open for breakfast, lunch and dinner, calls for 22 full-time equivalents.		
<b>TOTAL</b>	<b>40</b>	<b>32</b>

- B. Expansion of the local property tax base by stimulating new investment in existing Downtown properties (up to 5 points for properties five years and older and an additional 5 points if the property is a historic property (local landmark status or contributing structure status) – maximum of 10 points)

<b>Properties</b>	<b>Points Available</b>	<b>Points scored</b>
600 Park Street	5	0
Historic Property	5	N/A
While this will expand the tax base with new investment, this is not an existing property.		
<b>TOTAL</b>	<b>10</b>	<b>0</b>

- C. Expansion of the state and local sales tax base by increasing sales for new or existing shops (up to 5 points)

<b>Expansion of sales tax</b>	<b>Points Available</b>	<b>Points scored</b>
Bar/Restaurant	5	5

This business will increase, from 0, the tax base of this parcel with a strong food and beverage business. With estimated first year sales of \$1,750,000, the sales tax increase is significant.		
<b>TOTAL</b>	<b>5</b>	<b>5</b>

<b>TOTAL</b>	<b>55</b>	<b>37</b>
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With a score of 37, the subject proposal qualifies for consideration by the REPD Committee. Staff review of the application also indicates the proposed project meets the Redevelopment Goals within Downtown Jacksonville as outlined below:

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

**Goal 5.** Improve the perception and reality of safety, cleanliness, and maintenance in Downtown Jacksonville for residents, workers, and visitors.

**Property Tax Consideration:**

Property taxes are current on the property, and the building is within the Brooklyn neighborhood.

**FAB-REP Additional Conditions:**

1. No interest shall accrue upon the principal of the total REP forgivable loan amount with principal forgiven over a three (3) year period.
2. In the absence of default, the total principal balance will amortize 33% each year of the compliance period.
3. At the end of three years, the forgivable loan shall be forgiven in its entirety on the condition the improvements are installed and maintained in reasonably good condition, and no City Code violations are incurred during the compliance period.
4. If it is determined that the recipient(s) are in default, interest and full payment of the forgivable loan may be demanded, subject to applicable cure periods.
5. Further approvals of exterior improvements may be required by the Downtown Development Review Board.

See the Term Sheet, Exhibit A to Resolution 2024-05-02, for additional information on proposed terms and conditions.

EXHIBIT 1. – Example Menu



STARTERS

- POTATO SKINS 10.99
- CHICKEN NACHOS GRANDE 13.99
- EDAMAME 7.99
- MOZZARELLA STICKS 9.99
- JALAPENO POPPERS 10.49
- BAM BAM SHRIMP 13.99
- FRICKLES 9.49
- OLD BAY FRIES 7.49
- PRETZEL & BEER CHEESE 9.49

**STARTER SAMPLER**  
Get any 3 starters for \$19.99

**BUILD YOUR OWN BURGER \$16**

Fresh & never frozen!

Served on a brioche bun, topped with lettuce, tomato & onions plus your choice of two toppings and one side.  
Additional toppings are \$.99

- Onion rings
- Jalapenos
- Avocado
- Bacon
- American Swiss
- Provolone
- Cheddar
- Fried egg
- Relish
- Sauteed-mushrooms

\*Vegetarian Option: Black bean burger

Consumer Advisory: Consumption of undercooked meat, poultry, eggs, or seafood may increase the risk of food-borne illnesses. Alert your server if you have special dietary requirements.

...where the neighborhood meets!

MAINS

All mains come with your choice of side

- THE CUBAN** 14.99  
Tender pulled pork, ham, salami, pickles & mustard. Served on a hot-pressed roll.
- CLUB SANDWICH** 14.99  
Sliced turkey, ham, bacon, American & Swiss cheese with lettuce, tomato & mayo. Served on your choice of toasted bread.
- THE REUBEN** 13.99  
Sliced corned beef topped with sauerkraut, Swiss cheese & thousand island dressing. Served on toasted rye.
- PHILLY CHEESESTEAK** 14.49  
Shaved steak topped with sauteed onions, peppers, mushrooms & melted provolone cheese. Served on a toasted sub roll.
- CHICKEN SANDWICH** 14.99  
Choice of grilled, blackened or buffalo chicken. Topped with lettuce, tomato, onion, pickle & served on a bun (Or make it a wrap!)
- CHICKEN TENDER PLATTER** 15.49
- BLT** 13.99  
Bacon, lettuce, tomato & avocado served on your choice of toasted bread.
- FISH & CHIPS** 14.99
- CHICKEN SALAD** 14.49  
Prepared on toast or in a wrap with lettuce, tomato & onion, or as a stuffed tomato.
- CHEESE QUESADILLA** 9.99  
Add grilled, blackened or fried chicken for \$5.99



SALADS

+ Add grilled, blackened or fried Chicken or Shrimp for \$5.99

- HOUSE** 7.99 / 10.99  
Mixed iceberg, romaine & spring mix. Topped with tomatoes, onions & cucumbers.
- CAESAR** 8.99 / 11.99  
Fresh romaine lettuce tossed in creamy caesar dressing. Topped with croutons & shredded parmesan cheese (Or make it a wrap!)
- GREEK** 14.49  
Fresh romaine lettuce topped with pepperoncinis, olives, feta cheese, onions & cucumbers. Served with pita wedges.
- CHEF** 14.99  
Mixed Iceberg, romaine & spring mix. Topped with ham, turkey, hard-boiled egg, and American & Swiss cheese.

Want all 3? Get the dip sampler for \$19.99

DIPS

Served with warm pita wedges & raw vegetables

- BUFFALO CHICKEN** 12.99
- SPINACH & ARTICHOKE** 12.99
- HUMMUS** 9.99

SALAD DRESSINGS

- BALSAMIC VINEGARIETTE
- OIL & VINEGAR
- RANCH
- BLEU CHEESE
- GREEN GODDESS

GET YOUR WING ON!

JUMBO	SMOKED	BONELESS
5 WINGS \$9.99	5 WINGS 10.99	5 WINGS 7.99
10 WINGS 14.99	10 WINGS 16.99	10 WINGS 12.99
25 WINGS 31.99	25 WINGS 35.99	25 WINGS 25.99



MILD | MEDIUM | HOT  
CAJUN RANCH  
KICKIN' BOURBON

HONEY BBO  
MANGO HABANERO  
SWEET CHILI

GARLIC PARMESAN  
TERIYAKI  
LEMON PEPPER DRY RUB

SIDES

- FRENCH FRIES 5.49
- MACARONI & CHEESE  4.99
- ONION RINGS 5.99
- SWEET POTATO FRIES 5.99
- SAUTEED VEGETABLES 5.49

DESSERTS

- MILKSHAKE** 5.99  
Vanilla, Chocolate or Strawberry
- ICE CREAM** 4.99  
Two scoops topped with whipped cream & a cherry
- ZEPPOLE** 5.99  
Deep-fried dough balls, topped with powdered sugar. Served hot with raspberry & chocolate dipping sauce

May 2023

**EXHIBIT 2. – Build-out Costs**

	All Build-out Costs	Eligible y/n	Non-Eligible	Eligible	Patio Portion
GYPSUM BOARD/METAL FRAMING/INSULATION	\$ 88,718.33	y	\$ -	\$ 88,718.33	\$ 25,000.00
ACOUSTICAL CEILINGS	\$ 19,000.00	y	\$ -	\$ 19,000.00	
AUTOMATIC DOOR WITH AIR CURTAINS	\$ 35,184.00	y	\$ -	\$ 35,184.00	
CONCRETE CUTTING	\$ 4,200.00	y	\$ -	\$ 4,200.00	
CEMENT/MASONRY	\$ 98,024.00	y	\$ -	\$ 98,024.00	\$ 25,000.00
BATHROOM PARTITIONS	\$ 11,240.23	y	\$ -	\$ 11,240.23	
HVAC	\$ 276,055.00	y	\$ -	\$ 276,055.00	
FIRE SPRINKLER	\$ 57,326.33	y	\$ -	\$ 57,326.33	\$ 7,000.00
ELECTRICAL	\$ 175,000.00	y	\$ -	\$ 175,000.00	\$ 8,000.00
PLUMBING	\$ 168,521.33	y	\$ -	\$ 168,521.33	
PAINTING	\$ 23,000.32	y	\$ -	\$ 23,000.32	
STEEL WORK	\$ 40,000.00	y	\$ -	\$ 40,000.00	\$ 25,000.00
TILE/CARPET WORK	\$ 45,000.00	y	\$ -	\$ 45,000.00	
BUILD BAR/TRIM WORK	\$ 40,000.00	y	\$ -	\$ 40,000.00	
CABINETS	\$ 15,000.00	y	\$ -	\$ 15,000.00	
COUNTERTOPS	\$ 40,000.00	y	\$ -	\$ 40,000.00	
ROOF FIRE RISER ROOM	\$ 18,000.00	y	\$ -	\$ 18,000.00	
KITCHEN DOORS	\$ 8,500.00	y	\$ -	\$ 8,500.00	
FENCE	\$ 6,000.00	y	\$ -	\$ 6,000.00	\$ 6,000.00
HANDICAP EQUIPMENT FOR BATHROOM	\$ 4,000.00	y	\$ -	\$ 4,000.00	
SUPERVISING PROJECT	\$ 35,000.00	n	\$ 35,000.00	\$ -	
PRIVATE PROVIDER	\$ 4,000.00	n	\$ 4,000.00	\$ -	
<b>TOTAL \$ 1,211,769.54</b>	<b>\$ 1,211,769.54</b>		<b>\$ 39,000.00</b>	<b>\$ 1,172,769.54</b>	<b>\$ 96,000.00</b>

**TAB VI.**

**RESOLUTION 2024-05-03: BABY GOT BRUNCH**

## RESOLUTION 2024-05-03

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ACTING AS THE NORTHBANK COMMUNITY DEVELOPMENT AGENCY (“GRANTOR”) APPROVING THE AWARD OF A RETAIL ENHANCEMENT PROGRAM GRANT TO BABY GOT BRUNCH, LLC (“BABY GOT BRUNCH” OR “GRANTEE”), TO ESTABLISH A FOOD AND BEVERAGE BUSINESS IN A PROPERTY OWNED BY THE APPLICANT LOCATED AT 610 NORTH JULIA STREET JACKSONVILLE FL 32202; AUTHORIZING THE CEO OF THE DIA TO NEGOTIATE A GRANT AGREEMENT (FORGIVABLE LOAN SECURED BY A NOTE); 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 DIA is authorized to utilize the Northbank Tax Increment District funds, in accordance with the CRA Plan, to foster the redevelopment of the Downtown Northbank Community Redevelopment Area; and

**WHEREAS**, Grantee submitted an application to the DIA under the Basic Retail Enhancement Program (“REP) to facilitate the development of a restaurant and bar establishment in the NorthCore neighborhood of 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 Northbank; and

**WHEREAS**, maximum funding under the Basic REP program is limited to the lesser of 50% of eligible development costs or \$20 per square foot of eligible space, and

**WHEREAS**, proposed maximum REP funding for the Grantee is based upon the \$20 per square foot of eligible space approach; and

**WHEREAS**, to assist Grantee with build out costs for the purpose of establishing the Players Grille (“the Project”) the DIA proposes to provide a Grant (forgivable loan secured by a note) in an amount not to exceed NINETY-SIX THOUSAND SIX HUNDRED TWENTY DOLLARS and 00/100 (\$96,620.00) to the Grantee; 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; and

**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 \$96,620.00 from the Downtown Northbank TID to the Grantee 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

\_\_\_\_\_  
James Citrano, Chairman

\_\_\_\_\_  
Date

VOTE: In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

**Exhibit A:**

**BASIC RETAIL ENHANCEMENT PROGRAM GRANT  
TERM SHEET**

**Baby Got Brunch LLC  
610 N Julia Street  
Jacksonville FL 32202**

<b>Project Name:</b>	<b>Baby Got Brunch</b>
<b>Applicant/Grantee:</b>	<b>Baby Got Brunch, LLC</b> Marcus Stroud, Owner
<b>Total Build Out Costs (estimate):</b>	\$763,485
<b>Total Eligible Costs (Build out only):</b>	\$581,056
<b>Eligible Funding:</b>	<b>\$ 96,620</b>

**Project:** Tenant improvements for an approximately 4,800 square foot brunch themed restaurant located in the NorthCore District of the Northbank CRA. The property is owned by the applicant through MS Real Estate Ventures, LLC, -and is a commercial condominium space attached to 311 W. Ashley, also known as City Place Condominiums. Baby Got Brunch will be the sole tenant of the single story attached building.

To be eligible for total loan forgiveness, the applicant is required to remain in business in the location at these service levels for a minimum of three (3) years.

**City Funding:** No more than **\$96,620**, through the Northbank CRA, as follows:

Basic Retail Enhancement Program Grant: \$96,620 from the Retail Enhancement Program funding of the Northbank CRA. The award will be structured as a forgivable, 0% interest grant (forgivable loan secured by a note) that will be forgiven and reduced at a rate of approximately 33.33% per year on each anniversary of the Loan Disbursement Date following closing for three (3) years so long as no event of default exists.

The Applicant acknowledges that these Grant funds are awarded and shall be used in compliance with the Basic Retail Enhancement Program guidelines.

Minimum Capital Contribution:

- A) The minimum total capital contribution through completion to remain eligible for the Basic REP Grant is \$581,056 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.

- B) 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.

Performance Schedule:

- A) Redevelopment Agreement to be executed within six (6) months of the DIA Board Approval Date which shall establish the Redevelopment Agreement Effective Date.
- B) Commencement of Construction: Within three (3) months following the Redevelopment 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 Commencement of Construction Date, as defined above, Grantee shall provide evidence of completion of construction, payment of all subcontractors, material providers, and laborers, and receipt of licensing necessary to conduct the business as outlined in the application submitted.
- 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 shall 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. Personal Guaranty of payment and performance obligations in the event of default to be provided by Marcus Stroud on behalf of the Tenant.
- 4. Per Basic REP guidelines, the award will be structured as:
  - a. Zero-interest, Grant agreement, payable upon Substantial 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 grant amount, with the principal forgiven monthly in equal amounts monthly over a three (3) year period.
  - c. The total principal balance will be forgiven and reduced at a rate of approximately 33.33% per year on each anniversary of the Loan Disbursement Date.
  - d. At the end of thirty-six months, the Grant shall be entirely forgiven on the condition that the business remains in operation as proposed, 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, full payment of any unamortized balance remaining on the grant may be demanded.

Conditions:

This Term Sheet is limited by the following conditions:

A) Prior to funding:

1. Applicant to provide evidence of Substantial Completion, as required above: and,
2. 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

B) Throughout the Compliance Period:

1. Continuing operation of the Project as a restaurant as found in the business plan submitted with the application is required during the term of the agreement; and
2. Annual financial summary and reporting is required to demonstrate compliance with terms and conditions as approved; and
3. The Project will maintain not less than two full-time employees throughout the term of the agreement.
4. 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:

	All Build-out Costs	Eligible?	Non-Eligible	Eligible
General Conditions	\$ 51,440.00	n	\$ 51,440.00	\$ -
General Requirements	\$ 5,401.00	n	\$ 5,401.00	\$ -
Demolition	\$ 22,000.00	y	\$ -	\$ 22,000.00
Concrete	\$ 18,550.00	y	\$ -	\$ 18,550.00
Metal Framing & Structural Steel	\$ 17,225.00	y	\$ -	\$ 17,225.00
Thermal	\$ 12,240.00	y	\$ -	\$ 12,240.00
Doors & Windows	\$ 12,550.00	y	\$ -	\$ 12,550.00
Finishes	\$ 96,881.00	y	\$ -	\$ 96,881.00
Mechanical		y	\$ -	\$ -
Plumbing	\$ 96,302.00	y	\$ -	\$ 96,302.00
HVAC (includes exhaust hood install)	\$ 143,292.00	y	\$ -	\$ 143,292.00
Sprinkler System	\$ 13,221.00	y	\$ -	\$ 13,221.00
Electrical		y	\$ -	\$ -
Electrical gear/wiring & power distribution (includes light package)	\$ 140,250.00	y	\$ -	\$ 140,250.00
Fire Alarm System	\$ 8,545.00	y	\$ -	\$ 8,545.00
General Contractor Admin & Overhead	\$ 32,427.00	n	\$ 32,427.00	\$ -
General Contractor Insurance Expense	\$ 10,885.00	n	\$ 10,885.00	\$ -
General Contractor Profit/Fee	\$ 82,276.00	n	\$ 82,276.00	\$ -
	\$ 763,485.00		\$ 182,429.00	\$ 581,056.00

Figure 2 – Renderings and Floorplan as Submitted:





**SUPPLEMENTAL INFORMATION**

**RESOLUTION 2024-05-03: BABY GOT BRUNCH STAFF REPORT**



# Downtown Investment Authority

## DIA CORE RETAIL ENHANCEMENT PROGRAM

**“Baby Got Brunch”**  
610 N Julia Street 32202  
Baby Got Brunch, LLC  
May 9, 2024

**Project Name/Location:**

**Baby Got Brunch**  
610 N Julia Street

**Applicant:**

**Baby Got Brunch, LLC (“Tenant”)**  
Marcus Stroud, Managing Member

**Project Location:**

610 N Julia Street  
Jacksonville FL 32202

**Total Build Out Costs (estimate):**

\$763,485

**Total Eligible Costs (estimate):**

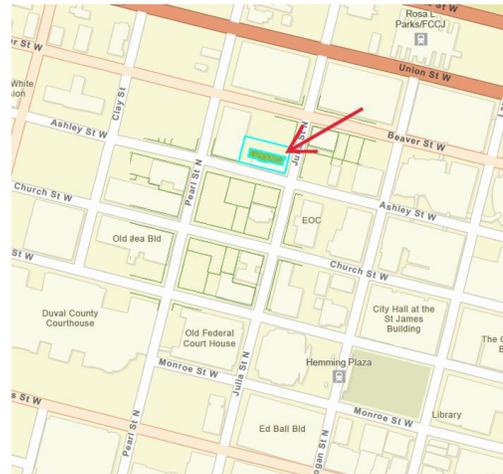
\$581,056

**Eligible Funding:**

**\$ 96,620 16.6% of eligible costs**

**Project Description:**

The applicant, Mr. Marcus Stroud through MS Real Estate Ventures, LLC, is the principal owner of the one-story building located at 610 North Julia Street (RE# 073903 0032) in the NorthCore neighborhood within the Northbank CRA of Downtown Jacksonville which is within the Basic Retail Enhancement Program boundaries. The single story approximately 5000 square foot building is part of the larger Residences at City Place condominium complex also known as 311 Ashley.





Mr. Stroud, also the tenant, will be renovating the space to develop and operate a restaurant called Baby Got Brunch, in reference to his nickname as a former NFL player and the style of the restaurant and menu. While it will open focused on brunch, the venue's menu will expand as the neighborhood and the nearby proposed Pearl Street District does.

The business plan calls for Brunch fare with unique cocktails served all day in an inviting and contemporary environment designed for groups to gather. The renderings show approximately 80 seats in chairs and booths, another 14 bar stools, a stage area that doubles as extra seating when not in use and a private room that opens to the bar and stage area.

**Business Plan Summary:**

This is the first restaurant concept for Mr. Stroud who is working closely with seasoned restaurant consultant, the Mox Group, to provide design, operational and hiring consultation. The restaurant will have a brunch focused menu, which is a growing trend in US dining. There will also be sandwiches and salads to appeal to the Downtown office crowd during the week. Baby Got Brunch will have a full bar with creative brunch themed cocktails, wine and beer.

**Key Personnel/Project Development Team:**

**Marcus Stroud:**

Jacksonville resident and former Jacksonville Jaguar, Baby Got Brunch is the culmination of a years long study and research of the restaurant business.

**The Mox Group:**

Restaurant Consultation; Licensing and Permitting Assistance; Staffing and Concept Launch

**Avant Builds:**

Contractor

**Additional Management and staff:**

Baby Got Brunch has hired Mox Group Restaurant Startup Solutions to assist in hiring a management team. The Mox team has firsthand experience with owning, operating and

growing restaurant concepts and they work with new and existing restaurants nationwide. With the help of Mox Group, they will hire a team of highly skilled and experienced restaurant/hospitality professionals including a Managing Partner, Executive Chef and Head Bartender to collectively work together and lead daily operations.

In total, Baby Got Brunch will hire approximately 25 front and back of the house employees, including management.

**Operating Plan:**

The restaurant will be full service with staff taking orders at the table or bar top. As mentioned, there is a small stage to host music and comedy acts. On weekends, sporting events will be on the multiple tvs throughout the bar area. Mr. Stroud plans to be a regular fixture during operating hours to meet and greet the customers and families coming to dine. Hours of operation are as follows:

Weekly Schedule	Open	Close
Sunday	7:00 AM	9:00 PM
Monday	7:00 AM	9:00 PM
Tuesday	7:00 AM	9:00 PM
Wednesday	7:00 AM	9:00 PM
Thursday	7:00 AM	9:00 AM
Friday	7:00 AM	11:00 PM
Saturday	7:00 AM	11:00 PM

**Target Market and Market Summary:**

Baby Got Brunch will focus on business professionals, Gen Z, families and tourists. This central location in Downtown’s NorthCore makes it a short walk from City Hall, the State and Federal Courthouses,



State Attorney and the Fire and Rescue Department office. It is also located in the center of existing and soon to commence development in the Federal Reserve, Jones Furniture building and the Pearl Street District. A new father himself, Mr. Stroud will ensure a family atmosphere but also entice other guests with an inviting interior, delicious food and exceptional hospitality.

Baby Got Brunch will join a much smaller, fast casual seafood restaurant and Jenkins BBQ as the only current restaurant options in the NorthCore neighborhood. They will soon be joined by more because of the planned Pearl Street District which will add to the retail mix, but in the meantime Baby Got Brunch will be the only Brunch themed restaurant in Downtown and one of few open on Sunday on the Northbank.

**Operating Budget:**

The applicant provided three years of projected profit and loss statements. Year one projected revenue of \$950,000 is approximately \$200 a square foot, which is conservative but reasonable for an up-and-coming area. The assumed 30% for costs of goods sold and 35% for labor are industry standards and achievable for a concept focused on brunch and specialty cocktails – two profitable segments of the restaurant business. Being an owner operator also creates flexibility in rent if needed as the business gets started.

**Property Consideration and Development Budget:**

The property at 610 North Julia is a 4831 square foot, single-story office/retail condominium connected to the City Place Condominium tower at 311 West Ashely Street. It is across the street from the Porter House Mansion and the southernmost property of the proposed Pearl Street District, which will eventually surround the property. Most recently, the space was a coffee shop and co-workspace. Mr. Stroud purchased the property in 2022 with the plan to renovate it for restaurant use. There is ample sidewalk space for outdoor seating.

The construction budget alone is \$763,485 with a majority of it being eligible expenses. *See exhibit B* This **does not** include other budget items like kitchen equipment, FF&E and audio visual. Those additional costs will bring total investment to over \$1Million.

**Core REP Consideration:**

The Retail Enhancement Program offers several funding levels based on location, and in some cases, type of establishment. Baby Got Brunch is in the Basic Retail Enhancement Area which offers eligible businesses a maximum of \$20 per square foot with the limiter being no more than 50% of eligible costs.

The eligible costs from the construction budget alone are over \$580,000 therefore the square foot calculation will be used. Accordingly, maximum funding eligibility is limited to \$72,430.

Type	Eligible Square Foot	Eligible Cost	Max Funding for BASIC REP	Total Maximum eligible funding
Basic REP	4,831 sf X \$20 sf = \$96,620	\$581,056 X .5 = \$290,528	No max	<b>\$96,620</b>

**Scoring Rubric Recommendation:**

The primary criteria for approval of any retail incentive is the feasibility of the business plan. A successful business plan will be the one that conveys the most promising combination of relevant experience, financial feasibility, product and market research, growth potential and job creation. A minimum score of 30 points out of 55 points possible is required to have the proposed project referred to the REPD Committee for funding consideration. Staff scored the application on the following categories defined in their business plan.

A. Business Plan (see point breakdown below) – (up to 40 points)

Categories	Points Available	Points scored
<b>The plan shows good short-term profit potential and contains realistic financial projections</b>	<b>10</b>	<b>6</b>
The business plan and financials were brief with this being the first of its kind. The projections at \$200 a square foot for sales is reasonable, though in an up and coming part of Downtown.		
<b>The plan shows how the business will target a clearly defined market and its competitive edge</b>	<b>5</b>	<b>3</b>
There have a specific target market and Mr. Stroud's concept and name recognition will be helpful to bringing in families and sports fans.		
<b>The plan shows that the management team has the skills and experience to make the business successful</b>	<b>10</b>	<b>6</b>
Mr. Stroud has no recent restaurant experience as an employee but plenty as a customer. Teaming up with the Mox Group to consult in hiring and operations is a great addition to the opening team.		
<b>The plan shows that the entrepreneur has made or will make a personal (equity) investment in the business venture</b>	<b>10</b>	<b>8</b>
In addition to purchasing the building, Mr. Stroud will be investing a significant amount of personal equity into the business.		
<b>Number of FTE job positions created in excess of the required two (2) positions</b>	<b>5</b>	<b>4</b>
Baby Got Brunch expects to hire 25 full and part-time staff members.		
<b>TOTAL</b>	<b>40</b>	<b>27</b>

B. Expansion of the local property tax base by stimulating new investment in existing Downtown properties (up to 5 points for properties five years and older and an additional 5 points if the

property is a historic property (local landmark status or contributing structure status) – maximum of 10 points)

Properties	Points Available	Points scored
610 N Julia Street	5	3
Historic Property	5	5
This is a quiet part of Downtown which will benefit greatly from the opening of a full-service restaurant. The building is also a contributing structure.		
<b>TOTAL</b>	<b>10</b>	<b>8</b>

C. Expansion of the state and local sales tax base by increasing sales for new or existing shops (up to 5 points)

Expansion of sales tax	Points Available	Points scored
Bar/Restaurant	5	4
With sales expectations of approximately \$1Million, this will provide a boost to the sales tax base in an area mostly absent of retail.		
<b>TOTAL</b>	<b>5</b>	<b>4</b>
<b>TOTAL</b>	<b>55</b>	<b>39</b>

With a score of 39, the subject proposal qualifies for consideration by the REPD Committee. Staff review of the application also indicates the proposed project meets the Redevelopment Goals within Downtown Jacksonville as outlined below:

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

**Goal 5.** Improve the perception and reality of safety, cleanliness, and maintenance in Downtown Jacksonville for residents, workers, and visitors.

**Property Tax Consideration:**

Property taxes are current on the property, and the building is within the defined NorthCore neighborhood.

**FAB-REP Additional Conditions:**

1. No interest shall accrue upon the principal of the total REP forgivable loan amount with principal forgiven over a three (3) year period.
2. In the absence of default, the total principal balance will amortize 33% each year of the compliance period.
3. At the end of three years, the forgivable loan shall be forgiven in its entirety on the condition the improvements are installed and maintained in reasonably good condition, and no City Code violations are incurred during the compliance period.

4. If it is determined that the recipient(s) are in default, interest and full payment of the forgivable loan may be demanded, subject to applicable cure periods.

5. Further approvals of exterior improvements may be required by the Downtown Development Review Board.

See the Term Sheet, Exhibit A to Resolution 2024-05-03, for additional information on proposed terms and conditions.

DRAFT

EXHIBIT A. – Proposed Menu

**BABY GOT BRUNCH**  
**EST** **MENU** **2024**

**MAIN DISH**

**STEEL CUT OATMEAL**  
Layered Parfait Style Stewed Fruit, Brown Sugar

**SHRIMP & GRITS**  
Mayport Shrimp, Carolina Stone Ground Grits

**BCB BURGER**  
Crispy Onion, Sliced Dill Pickle, Pepperjack, Smokey Aioli

**SUNS OUT BURGER**  
Fried Egg, Crispy Potato Sticks, Cheddar, Smokey Aioli

**CLASSIC BURGER**  
Butter Leaf, Tomato, Thousand Island

**STAY AWHILE PLATTER**  
Fried Chicken Thighs, Sage Sausage Links, Buttermilk Waffle, Slow Cooked Collards, Warm Cornbread, Mac n Cheese, Sauce Flight

**SALADS**

**CAESAR**  
**BGB COBB**  
**QUINOA**

**..AND WAFFLES**

**CHICKEN & WAFFLES**  
Crisp Chicken Thighs, Hot Maple Drizzle

**SHORT RIB & WAFFLES**  
Spoon Tender Short Rib, Fried Egg, Chive

**CRISPY PORK BELLY & WAFFLES**  
BBQ Glazed Pork Belly, Fried Egg, Chive

**SIDES**

**MAC N CHEESE**  
**LOBSTER MAC N CHEESE**  
**LARDON MAC N CHEESE**  
**SLOW COOKED COLLARDS**  
**CAROLINA STONE GROUND GRITS**  
**1 BUTTERMILK WAFFLE**

**COCKTAILS & MIMOSAS**

**FULL BAR MENU INCLUDING COCKTAILS AND A VARIETY OF MIMOSAS**

**EXHIBIT B. – Build-out Costs**

	All Build-out Costs	Eligible?	Non-Eligible	Eligible
General Conditions	\$ 51,440.00	n	\$ 51,440.00	\$ -
General Requirements	\$ 5,401.00	n	\$ 5,401.00	\$ -
Demolition	\$ 22,000.00	y	\$ -	\$ 22,000.00
Concrete	\$ 18,550.00	y	\$ -	\$ 18,550.00
Metal Framing & Structural Steel	\$ 17,225.00	y	\$ -	\$ 17,225.00
Thermal	\$ 12,240.00	y	\$ -	\$ 12,240.00
Doors & Windows	\$ 12,550.00	y	\$ -	\$ 12,550.00
Finishes	\$ 96,881.00	y	\$ -	\$ 96,881.00
Mechanical		y	\$ -	\$ -
Plumbing	\$ 96,302.00	y	\$ -	\$ 96,302.00
HVAC (includes exhaust hood install)	\$ 143,292.00	y	\$ -	\$ 143,292.00
Sprinkler System	\$ 13,221.00	y	\$ -	\$ 13,221.00
Electrical		y	\$ -	\$ -
Electrical gear/wiring & power distribution (includes light package)	\$ 140,250.00	y	\$ -	\$ 140,250.00
Fire Alarm System	\$ 8,545.00	y	\$ -	\$ 8,545.00
General Contractor Admin & Overhead	\$ 32,427.00	n	\$ 32,427.00	\$ -
General Contractor Insurance Expense	\$ 10,885.00	n	\$ 10,885.00	\$ -
General Contractor Profit/Fee	\$ 82,276.00	n	\$ 82,276.00	\$ -
	\$ 763,485.00		\$ 182,429.00	\$ 581,056.00