



**Downtown Investment Authority  
Strategic Implementation Committee  
Hybrid In-person/Virtual Meeting  
Friday, May 10<sup>TH</sup>, 2024 at 2:00 PM**

## **SIC AGENDA**

**MEMBERS:**

Micah Heavener, Committee Chair  
Carol Worsham, Committee Member

Scott Wohlers, Committee Member  
Melinda Powers, Esq., Committee Member

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. FORM 8B: VOTING CONFLICT DISCLOSURES
- IV. APRIL 12TH, 2024 STRATEGIC IMPLEMENTATION COMMITTEE MEETING MINUTES APPROVAL
- V. RESOLUTION 2024-05-04 30 YEAR ROI
- VI. RESOLUTION 2024-05-05 RELATED
- VII. RESOLUTION 2024-05-06 ONE RIVERSIDE
- VIII. RESOLUTION 2024-05-07 FLORIDA THEATRE VOLUNTEER PARKING
- IX. OTHER MATTERS TO BE ADDED AT THE DISCRETION OF THE CHAIR
- X. ADJOURN

---

**PHYSICAL LOCATION**

City Hall at St. James  
117 West Duval Street  
First Floor, Lynwood Roberts Room  
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/82644809997?pwd=VGQ2d29qVHFoUEwrOGFIT2YxcEsz09>

**Meeting ID: 826 4480 9997**

**Passcode: 487848**

**One tap mobile**

+1 (312) 626-6799 (Chicago)

+1 (646) 558-8656 (New York)

Find your local number: <https://us02web.zoom.us/j/k5EtIgmZ>

**TAB IV.**

**APRIL 12<sup>TH</sup>, 2024 STRATEGIC IMPLEMENTATION COMMITTEE MEETING MINUTES  
APPROVAL**



**Downtown Investment Authority**  
**Strategic Implementation Committee Meeting**  
***Thursday, April 12<sup>th</sup>, 2024***  
**2:00 PM**

**Strategic Implementation Committee Meeting**  
***DRAFT MEETING MINUTES***

**Strategic Implementation Committee Members (CM) in Attendance:**

Micah Heavener, Chair  
Carol Worsham,  
Melinda Powers, Esq.  
Scott Wohlers

**DIA Board Members Participating:** Jim Citrano, Board Chair Ex Officio; Sondra Fetner, Esq.; Patrick Krechowski, Esq.

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

**Office of General Counsel:** John Sawyer, Esq.

**Council Members Present:** None

**I. CALL TO ORDER**

The Strategic Implementation Committee Meeting was called to order at 2:00 p.m. by Micah Heavener, Committee Chair. This was followed by introductions.

**II. PUBLIC COMMENTS**

*The following people made in-person public comments, made public comments virtually through Zoom, or provided comments that were read into the record by DIA Staff. Note: the subject matter of the comment(s) indicated to the right of each person:*

Carnell Oliver	Trio Project
Sherry MaGill	Trio Project
Joe Porter	Trio Project

Committee Chair Heavener gave the floor to Councilmember Matt Carlucci to speak.

Councilmember Carlucci compared the Trio project to Moby Dick and mentioned that it's hard to harness. He expressed his desire for the Trio Project to be completed and that he wanted to make sure every avenue is considered in the meeting's discussion. He thanked the Chair for the opportunity to speak and everyone for their hard work.

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

Committee Chair Heavener shared that he had a voting conflict for Resolution 2024-04-10 Trio and advised that he'd file a Form 8B and abstain from voting.

### IV. FEBRUARY 15<sup>TH</sup>, 2024, STRATEGIC IMPLEMENTATION COMMITTEE MEETING MINUTES APPROVAL

Committee Chair Heavener called for a motion to approve the February 15th, 2024, Strategic Implementation Committee Meeting Minutes.

- Motion:** Committee Member Worsham motioned to approve the meeting minutes as presented.  
**Second:** Committee Member Wohlers seconded the motion.

Committee Chair Heavener called for a vote.

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

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

### V. RESOLUTION 2024-04-09 ST JOHNS RIVER PARK RESTAURANT

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING THE DESIGN AND CONSTRUCTION BY THE SOUTHSIDE CRA OF A STANDALONE RESTAURANT IN ST. JOHNS RIVER PARK ADJACENT TO FRIENDSHIP FOUNTAIN, IN ACCORDANCE WITH THE TERMS IDENTIFIED ON EXHIBIT A; INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA (“CRA”) PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

CEO Boyer explained that the resolution would authorize the Southbank CRA to proceed with design and construction of a restaurant in the St Johns River Park. She then reviewed the details of the resolution using the supporting exhibit and staff report.

Allan DeVault discussed the study conducted by Streetsense that included the Riverfront Plaza, Shipyards West and St. Johns River Park.

Committee Chair Heavener called for a motion to approve the resolution.

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

Committee Chair Heavener opened the floor for discussion.

Board Chair Citrano asked if the architectural firm would be designing all the restaurants. CEO Boyer responded that the same firm would be qualified and eligible to design one or more facilities.

Committee Member Wohlers asked what the timeline would be between the Northbank and Southbank. CEO Boyer responded that the timeline for both would be similar, but the Northbank Riverfront Plaza timeline would probably be longer. Committee Member Wohlers also asked if there were any parking requirements that would need approval moving forward. CEO Boyer responded that Downtown has no parking requirements. Committee Member Wohlers asked if there was a way to include signage to identify that parking. CEO Boyer responded yes, and that DIA is already working on that.

Committee Member Worsham expressed that she was in favor of the resolution and asked CEO Boyer to explain how construction and operation for the next several years would work. CEO Boyer responded since this is a Parks property it was be operated by the Parks Department.

Committee Member Powers mentioned that she had a little bit of an issue with the concept and asked how the concept was developed. She also asked if there was any data on who was visiting the fountain. CEO Boyer responded that the concept came from Streetsense and the smaller venue with lots of outdoor seating came from the park design. Mr. DeVault explained that the initial vine and glass design was driven by the restaurant adjacent to the park. He also mentioned that he has requested demographic data pertaining to how many more people are coming to the park from DVI. Committee Member Powers clarified that she didn't have an issue with the size, but that the restaurant concept conflicts with the outdoor community feel and asked if food trucks were considered. CEO Boyer responded that the Parks Department is planning on having food trucks on an interim basis in the MOSH parking lot, but it wasn't a longer-term solution. She added that food trucks would be suggested as a longer-term solution for Shipyards West.

Board Member Krechowski expressed that he supports the next step in the process.

Board Member Fetner asked CEO Boyer to explain how properties are transferred between the City and DIA. CEO Boyer explained that a property that is acquired within the CRA boundaries, and is not acquired for municipal use, is added to the City's inventory. That it then must go through the required disposition process if its going to be leased or sold to someone else. Board Member Fetner asked if DIA could own the property. CEO Boyer responded that there is an ordinance that prohibits the removal of park property without the replacement of an equal amount of park property.

Committee Chair Heavener asked if there was a way to require that revenue go back into the maintenance of the park. CEO Boyer advised that it would be added to the term sheet and suggested amending the term sheet.

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

**Motion:** Committee Member Wohlers moved to amend the term sheet.

**Seconded:** Committee Member Worsham seconded the motion.

Committee Chair Heavener asked CEO Boyer to share how the amendment would be rephrased. CEO Boyer responded that the amendment to the term sheet's Exhibit A to provide that any revenue received by the Parks Department for the operation of the restaurant on site would be used to fund maintenance programming or other improvements within the park.

Committee Chair Heavener called for a vote on the amendment.

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

Committee Chair Heavener called for a vote on the amended resolution.

**Vote: Aye: 4      Nay: 1      Abstain: 0**

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

**VI. RESOLUTION 2024-04-10 TRIO**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) REGARDING RESTORATION OF THE THREE BUILDINGS COLLECTIVELY REFERRED TO AS THE “LAURA TRIO” (AND INDIVIDUALLY KNOWN AS THE FLORIDA NATIONAL BANK BUILDING, THE BISBEE BUILDING AND THE FLORIDA LIFE INSURANCE BUILDING), AND ASSOCIATED NEW CONSTRUCTION MULTIFAMILY AND HOTEL; FINDING THAT THE PROPOSAL SUBMITTED BY THE DEVELOPER ON MARCH 30, 2024 IS UNTENABLE AND RECOMMENDING THAT NO FURTHER ACTION BE TAKEN ON SAID PROPOSAL; ENCOURAGING THE CEO TO INVESTIGATE FURTHER ALL POSSIBLE OPPORTUNITIES TO SAVE AND RESTORE THE LAURA TRIO; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO FORWARD THIS RESOLUTION TO THE MAYOR AND CITY COUNCIL AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

CEO Boyer provided an overview of the resolution, its purpose and impetus, further explaining that direction was given by City Council and the Administration to DIA to report the terms of a potential deal structure. Ms. Boyer reiterated the Office of General Counsel's determination that previous proposals were in conflict with Florida's Constitution.

The developer, Mr. Atkins, speaking to the Committee advised that they were in the process of proposing other financing options that were amenable to the City of Jacksonville. Mr.

Atkins stated that there are ongoing meetings and conversations with lenders and requested that the DIA to allow the process to continue.

Chair Citrano expressed that he is open to hearing other options, but suggests that this Resolution, regardless of the vote of the Committee, not be placed on the DIA Board Consent Agenda.

Speaking to the Committee, Councilmember Matt Carlucci advised that if the resolution passes, it needs to be clearly caveated that there are further opportunities to explore and that the Board. In response to Councilmember Carlucci, CEO Boyer suggested friendly amendments to the resolution, including the addition of specific language stating that the DIA remains willing to continue to discuss alternative financing structures that exclude the unconditional guarantee of the city and are otherwise legally permissible.

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

**Motion:** Committee Member Worsham moved to defer the resolution to the April Board meeting with amended language.

**Seconded:** Board Chair Citrano seconded the motion.

Committee Chair Heavener called for a vote.

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

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

**VII. RESOLUTION 2024-04-11 500 N OCEAN STREET**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ACTING AS THE COMBINED NORTHBANK COMMUNITY DEVELOPMENT AGENCY (“GRANTOR”) APPROVING THE AWARD OF DIA STOREFRONT FAÇADE GRANT AGREEMENT TO KASPER LAND, LLC (“APPLICANT OR GRANTEE”); AUTHORIZING THE CEO OF THE DIA TO NEGOTIATE A GRANT AGREEMENT; AUTHORIZING THE DIA CEO TO EXECUTE SUCH AGREEMENT; AND FINDING THAT THE DEVELOPMENT PLAN IS CONSISTENT WITH THE DIA’S BUSINESS INVESTMENT AND DEVELOPMENT PLAN (“BID PLAN”) AND PROVIDING AN EFFECTIVE DATE.**

Steve Kelley explained that the resolution was a request under the Façade Grant Program by Casper Land LLC. He then shared the details of the request including the project location, its funding eligibility and eligible cost, and its performance schedule.

**Motion:** Committee Member Worsham moved to approve the resolution.

**Seconded:** Committee Member Wohlers seconded the motion.

Committee Chair Heavener opened the floor for discussion.

Board Chair Citrano asked where the firm was moving from and if it was from outside of Jacksonville. Mr. Kelley responded that they'd be maintaining their location across from the Avenues and this would be a downtown design studio and office.

Committee Member Wohlers thanked Mr. Casper for doing what he's doing and expressed that he looks forward to the completed project.

Committee Member Power expressed her excitement for the project.

Board Member Krechowski also mentioned that he looks forward to the project.

Board Member Fetner mentioned that she is a fan of Mr. Casper and that she is excited about the project.

Committee Chair Heavener called for a vote.

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

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

**VIII. RESOLUTION 2024-04-12 GATEWAY MODIFICATIONS**

**A MODIFICATION AND RESTATEMENT OF FOUR RESOLUTIONS OF THE DOWNTOWN INVESTMENT AUTHORITY RECOMMENDING CITY COUNCIL APPROVAL OF MARKET RATE MULTI-FAMILY HOUSING RECAPTURE ENHANCED VALUE GRANTS ("MF REV GRANT(S)"), AND COMPLETION GRANTS FOR THE DEVELOPMENT OF THREE MIXED-USE PROPERTIES AND A RECAPTURE ENHANCED VALUE GRANT ("REV GRANT") AND A COMPLETION GRANT FOR THE REDEVELOPMENT OF A PARKING GARAGE TO PROVIDE RETAIL SPACE ALL AS PART OF AN OVERALL MULTIPARCEL MASTER DEVELOPMENT PLAN IN THE DOWNTOWN NORTHBANK COMMUNITY REDEVELOPMENT AREA, AUTHORIZING THE CHIEF EXECUTIVE OFFICER (THE "CEO") TO NEGOTIATE A REDEVELOPMENT AGREEMENT REGARDING THE SAME BETWEEN THE CITY OF JACKSONVILLE, DOWNTOWN INVESTMENT AUTHORITY, AND GATEWAY COMPANIES LLC (OR RELATED SINGLE PURPOSE ENTITY (ENTITIES) EITHER FORMED OR TO BE FORMED); AUTHORIZING THE CEO OF THE DIA TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION INCLUDING THE FILING OF LEGISLATION; PROVIDING AN EFFECTIVE DATE.**

Steve Kelly explained that additional engineering and survey work was done that revealed some conflicts with the original Gateway development agreement that was approved by the Board in November. Using the staff report he provided a summary of those changes including square footage of easement and offsite improvements, survey square footage, restructuring of financial commitment, retail frontages, shade calculations, the timing of completion of restaurant improvements, and the commencement of construction definitions.

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

Committee Chair Heavener opened the floor for discussion.

Board Chair Citrano asked about making the process more flexible to eliminate numerous tweaks and changes. CEO Boyer explained that it's hard to be accurate in the early stages of development and things come up. She explained that the commitments presented are right up to the edge to make the threshold of the tiers analysis and concluded that if we left some room there would be more flexibility. Mr. Kelly added that DIA is trying to balance the interest of the city protections and all commitments made are what seen in the end.

Committee Member Worsham mentioned that the hard work and fluidity of the process is evident.

Committee Member Powers thanked DIA staff for the summary.

Committee Chair Heavener called for a vote.

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

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

**IX. DISCUSSION OF FUTURE REVENUE PROJECTIONS AND COMMERCIAL VALUES**

Mr. Kelley provided an overview of the overall office market and those specifically in Jacksonville explaining that the office market is suffering. He cited the findings of Trepp CMBS Research, Moody Analytics, PWC, Integra Realty Resources, and CoStar and concluded the findings are not as dire and the original fitch projects.

CEO Boyer explained that the purpose of her portion of the presentation was to answer questions such as what downtown's strategy is, what can downtown afford to do over the next 10 years, what are the challenges, and then what the impact is specifically to the tax increment districts.

Committee Chair Heavener asked if there was data to show the loans that would need to be refinanced in the future. Mr. Kelley responded that Trepp CMBS Research looks at

CMBS maturities and advised that one of the graphs in the handouts shows the expected disposition of those properties.

Committee Member Powers asked CEO Boyer what her comments about the initial calculation being worse were based on. CEO Boyer responded that it wasn't that DIA's calculations were based on actual values and that it was simply what they were hearing.

## **X. DISCUSSION OF HIGHRISE INCENTIVE ROI CALCULATIONS**

CEO Boyer explained that the idea of the discussion is to try to have a resolution drafted for May's board meeting and she shared a couple of items that DIA was able to determine including cost of construction differentials, qualification materials, qualification criteria, total project ROI, and developers' equity. Steve Kelley explained the various types of equity.

Committee Chair Heavener opened the floor for discussion.

Board Chair Citrano asked if this was going to come to a vote at some point. CEO Boyer responded that the intent was to draft a formal resolution for the May meeting.

Committee Chair Heavener mentioned that the last discussion was about how many of the high-rise projects can be consumed at a time given the size of the investment. CEO Boyer responded that the developer equity requirement is the limiter and would weed out some of the projects.

Committee Chair Heavener thanked everyone for their hard work.

## **XI. ADJOURNMENT**

Seeing no further discussion, Committee Chair Heavener adjourned the meeting at 4:32 pm.

*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 2024-05-04: 30 YEAR ROI**

## RESOLUTION 2024-05-04

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) TO MODIFY UNDERWRITING STANDARDS AND PROCEDURES BY INCREASING THE NUMBER OF YEARS INCORPORATED INTO THE PROJECTED CITY OF JACKSONVILLE AD VALOREM TAX COLLECTION IN THE CALCULATION OF RETURN ON INVESTMENT (“ROI”) FOR HIGH RISE RESIDENTIAL AND/OR HOTEL BUILDINGS IN DEFINED CIRCUMSTANCES THE SPECIFICS OF WHICH ARE INCLUDED HERETO AS EXHIBIT ‘A’; AUTHORIZING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Downtown Investment Authority (“DIA”) has been designated by the City of Jacksonville as the Community Redevelopment Agency (“CRA”) for community redevelopment areas within the boundaries of Downtown pursuant to Ordinance 2012-364-E; and,

**WHEREAS**, via Ordinance 2014-0560, the City Council adopted a *Business Investment and Development Strategy* for Downtown Jacksonville (the “*BID Strategy*”), as updated and amended by Ordinance 2022-0372; and,

**WHEREAS**, the City of Jacksonville Public Investment Policy dated June 28, 2016, as administratively updated November 21, 2019 (the “*PIP*”), states that, “*Projects will be evaluated on whether they provide a return on investment (ROI) to the City. Projects will also be evaluated against standard underwriting criteria and an assessment of the public investment risk associated with the project.*”; and,

**WHEREAS**, the ROI, as outlined in the PIP, “*measures the economic benefit against the public investment for a project,*” and provides a goal to “*have the ROI on a project exceed the ratio of 1:1*”; and,

**WHEREAS**, Redevelopment Goal No. 2 as found in the BID Strategy charges the DIA to “*Increase rental and owner-occupied housing Downtown targeting diverse populations identified as seeking a more urban lifestyle.*”; and,

**WHEREAS**, among the Strategic Objectives that support Redevelopment Goal No. 2 and provide further action-oriented tasks by which the goal may be carried out include:

- Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce construction of 425 multifamily dwelling units per year, on average.
- Improve the breadth and diversity of housing options across Downtown to provide all types, and varied price ranges, of rental and owner-occupied opportunities, including mixed income and mixed-use structures.

- Contribute to resiliency in design and construction of new residential buildings, and flexibility in response to changing residential demand for unit sizes, home workspaces, amenities, and future conversion of parking; and

**WHEREAS**, the first CRA Plan Umbrella is Economic Development and in support thereof the adopted BID Plan includes a Targeted Hotel Rev Grant to encourage development of certain types of new hospitality offerings; and

**WHEREAS**, the underwriting protocol of the DIA heretofore has matched the number of years of projected City of Jacksonville ad valorem tax collection with the maximum payout period for a REV incentive in the calculation of ROI while benefits will continue for longer periods of time, most specifically when high rise buildings constructed of concrete, steel and similar materials are involved; and

**WHEREAS**, the construction cost of materials and construction techniques for high rise structures are significantly more expensive than frame construction over podium; and

**WHEREAS**, in order to stimulate growth in the development of high-rise, mixed-use properties constructed in compliance with the enhanced building code requirements for such structures, modification of the analytical approach to calculating the ROI following guidelines attached hereto as Exhibit 'A' is warranted to achieve the broader goals of Downtown redevelopment.

**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 adopts the modification to underwriting standards and procedures in calculation of the ROI on incentives, where such a calculation is required, as set forth in Exhibit 'A' attached hereto.

**Section 3.** The DIA instructs its CEO to take all necessary action to effectuate the purposes of this resolution.

**Section 4.** The Effective Date of this Resolution is the date upon execution of the Resolution by the Chairman of the DIA.

**\*\*\* SIGNATURES FOUND ON THE FOLLOWING PAGE \*\*\***

**WITNESS:**

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
Jim Citrano, Chair

\_\_\_\_\_  
Date

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

DRAFT

**EXHIBIT A**  
**Modified Underwriting Standards for ROI Calculation**  
**High-Rise Residential and Hotel Mixed-Use Properties**

**Summary**

To further development of high-rise residential, and certain hospitality properties, constructed of concrete, steel, and similar advanced materials and techniques, requires modification of the methodology employed in the calculation of Return on Investment (“ROI”) to recognize the long life and contribution to the City of Jacksonville’s ad valorem tax collection.

- The City of Jacksonville will benefit by having a greater number of high-rise residential and hospitality properties in Downtown Jacksonville.
- Construction materials and techniques required for the development of high-rise properties far exceed the comparative cost per square foot of mid-rise properties most commonly associated with suburban development. Our calculations indicate an increase in cost per square foot or unit of approximately 27%.
- Modification of the ROI calculation to include 30 years of incremental ad valorem to the City better aligns with the expected financial benefits of the type of development activity that qualifies for this treatment.
- The basic ROI calculation is made by dividing the total direct City revenue (generated principally through projected City ad valorem taxes) by the total maximum commitment of the City’s funding toward the project (comprised mainly of a Recapture Enhanced Value (“REV”) Grant).
- Modification to the methodology used in the calculation of the ROI to allow for 30 years would apply only to the projected City ad valorem taxes as found in the numerator of that calculation (City Benefit or Inflows).
- No change to the calculation of City payouts or maximum indebtedness would be made by this modification, and the maximum term of a REV Grant remains unchanged at 20 years and the maximum percentage paid out remains unchanged at 75%.
- Projects meeting the criteria of this methodology shall automatically qualify for a 75% REV calculation in determining Maximum Indebtedness.
- Evaluation of any other payment obligations or property transfers (City Outflows) remain unchanged from approved program or tiers approach calculations approved in the BID Plan update by Ordinance 2022-372-E.
- In all cases where the proposed methodology is utilized, the numerator would be the 30-year anticipated ad valorem (plus any other City Benefits) divided by the Maximum Indebtedness of the REV Grant with a 20-year maximum time horizon following all conventional calculation methodology, plus any other funding commitments made or the value of any property to be conveyed, as the denominator.
- $ROI = \frac{\text{City Inflows (30-year incremental City ad valorem) plus any other City benefits/City Outflows}}{\text{(\_\_% of incremental City ad valorem over 20-years maximum) plus any other City commitments}}$

**Qualification Criteria- all must be satisfied.**

1. Only high-rise developments within Downtown Jacksonville that are required to utilize concrete, steel, and similar advanced materials (other than wood frame) and construction techniques due to Type I or Type II fire rating considerations per State of Florida or City of Jacksonville building codes shall be eligible for this modified ROI calculation.
2. Only those buildings in a multi-building project that meet the high-rise requirement or are direct supporting uses to the high-rise such as a mid-rise garage on the same site, shall be eligible for this consideration. The costs and applicable incentive for any other buildings below 10 stories in the same project shall be calculated on a 20-year schedule.
3. Only buildings a minimum of 10 stories tall shall be eligible.
4. Buildings meeting the criteria herein must also have a minimum of five habitable stories above any garage or podium to be eligible.
5. Only projects where the high rise yields a minimum of 115 units per acre inclusive of parking, if any, shall be eligible.
6. The total project ROI must equal or exceed 1.1X coverage as defined above.
7. The total of all city Incentives may not exceed 100% of Developer's Equity. For these purposes, Developer's Equity shall be limited to:
  - a. Direct at-risk investment into the property owner entity (recipient of funding) that is put in place prior to or during the construction phase and remains in place at the time construction is substantially completed and construction debt converts to permanent debt.
  - b. May include common and preferred equity evidenced by shares of proportional ownership in the entity.
  - c. The value of any property owned or contributed to the project as part of an investment in the ownership of the property owner entity shall be given credit using the "As-is" value from an appraisal ordered, or agreed upon, by the DIA in its sole discretion, net of any associated debt or liens regardless of the obligor for such debt.
  - d. Pre-development costs incurred and paid through out-of-pocket expenditures will be considered but must be supported by documentation satisfactory to the DIA in its sole discretion.
  - e. Shall exclude equity like investments including but not limited to warrants, tax-credit equity, mezzanine financing, PACE loans, and grants or incentives provided by third party agencies of any nature including the DIA and the City of Jacksonville.
  - f. Equity shares earned through like-kind exchanges or "sweat equity" will not be considered.
  - g. This list of inclusions and exclusions to the definition of Equity, including any items specifically not captured here, is subject to revision by the DIA at its sole discretion.
8. A Completion Grant may be recommended without satisfaction of the Tiers Analysis in order to encourage high rise development, but only if there is an eligible companion REV Grant which shall have a minimum 15-year payout period included as part of the City incentive.

9. To be eligible for this methodology, properties immediately adjacent to the river, creek, or the Emerald Trail must provide a minimum 3,000 square feet of restaurant or retail space directly accessible to the public from the Riverwalk, at the street level, or on the rooftop or similar height advantaged location as approved by the RE&PD Committee and DIA Board.
10. Any completion grant may not exceed 25% of hard costs plus costs for architecture and engineering but shall not include acquisition costs and may not exceed 65% of Developer's Equity.
11. Proposed developments must adhere to all other criteria established in the BID Plan and the Downtown Overlay Zone.
12. Eligibility is limited to residential and hospitality properties including those mixed-use properties meeting the minimum requirements of the BID Plan and qualifying for REV grants under the BID Plan. Incorporation of uses other than retail or parking as a supplemental use to a primarily residential or hotel property, or combination thereof, shall not preclude use of this ROI calculation methodology unless such use exceeds 15% of total building square footage or is prohibited by the Downtown Overlay Zone Standards.

DRAFT

**TAB VI.**

**RESOLUTION 2024-05-05: RELATED**

## RESOLUTION 2024-05-05

**A RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY, THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AND RD RIVER CITY BREWERY, LLC (“DEVELOPER”); AUTHORIZING A REV GRANT AND COMPLETION GRANT WITH A TOTAL MAXIMUM INDEBTEDNESS OF FIFTY-EIGHT MILLION, SEVEN HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND NO/100 CENTS (\$58,798,000.00); AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION, INCLUDING THE EXECUTION OF A REDEVELOPMENT AGREEMENT, PURCHASE AND SALE AGREEMENT, OR FUNCTIONAL EQUIVALENTS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, via Ordinance 2012-0364-E, the City Council created the Downtown Investment Authority, designating the DIA as the City’s Community Redevelopment Agency for the Southside Community Redevelopment Area and authorizing it to approve and negotiate economic development agreements and dispose of City-Owned property; and

**WHEREAS**, Pursuant to Resolutions 2020-10-01, 2020-11-01, 2021-01-03, and 2021-04-03 all as reflected in and authorized by Ordinance 2021-253 the City and DIA and Developer entered into a Redevelopment Agreement dated June 29, 2021, pursuant to which construction was never commenced and the agreement therefore terminated; and

**WHEREAS**, Developer has applied for and received conceptual and final DDRB approval for a different development design and scope to be located on their Southbank parcel, which includes a luxury high-rise ICON residential mixed-use product of approximately 390 units together with a minimum 4,000 square foot (indoor heated/cooled space) waterfront restaurant and other associated amenities (the “Project”); and

**WHEREAS**, the development of the Project will result in a minimum private capital investment in total development costs of TWO HUNDRED TWO MILLION SEVEN HUNDRED FORTY-SIX THOUSAND DOLLARS AND NO/100 CENTS (\$202,746,000.00); and

**WHEREAS**, the DIA is the Community Redevelopment Agency for the Southside Community Redevelopment Area; and

**WHEREAS**, the Downtown Investment Authority (“DIA”) is authorized per section 55.108 of the City Ordinance Code, to utilize the Tax Increment Finance District Trust Funds to foster the redevelopment of the Southside Redevelopment Area; and

**WHEREAS**, the Downtown Investment Authority (“DIA”) is authorized per section 55.108(8)-(9)(b) of the City Ordinance Code, to implement the DIA Business Investment and Development Plan (“BID Plan”), to utilize incentives and economic development programs in furtherance of goals set forth in the BID Strategy for the benefit of Downtown Jacksonville; and

**WHEREAS**, Developer has applied to DIA for incentives to support the construction and operation of the Project using both the Tiers System approach and the High-Rise approach; and

**WHEREAS**, the proposed project advances the following BID Goals:

- Redevelopment Goal No. 2 - Increase rental and owner-occupied housing Downtown targeting diverse populations identified as seeking a more urban lifestyle.
- Redevelopment Goal No. 3 – Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.
- Redevelopment Goal No. 4 - Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.
- Redevelopment Goal No. 5 - Improve the safety, accessibility and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.
- Redevelopment goal No. 6 - Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods and the St. Johns River.
- Redevelopment Goal No. 7 – Capitalize on the aesthetic beauty of the St. Johns River, value its health and respect its natural force, and maximize interactive and recreational opportunities for residents and visitors to create waterfront experiences unique to Downtown Jacksonville.; and

**WHEREAS**, the DIA is considering and has expressed its agreement in concept with a high-rise adjustment to its methodology for calculation of ROI, which will be formally considered at its May meeting; and

**WHEREAS**, in light of such proposed policy, DIA staff have evaluated the Developer's incentive request using that methodology and recommended the term sheet attached hereto as Exhibit A; and

**WHEREAS**, the Strategic Implementation Committee of the DIA, at its meeting on May 10, 2024, recommended approval of this Resolution 2024-05-05.

**NOW THEREFORE BE IT RESOLVED**, by the Downtown Investment Authority:

**Section 1.** The recitals set forth above are true and correct and are hereby incorporated herein by this reference.

**Section 2.** The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to negotiate the terms of a Redevelopment Agreement, Purchase and Sale Agreement, or functional equivalents, and associated agreements with Developer for the redevelopment of the Property, subject to the minimum terms and conditions contained in Exhibit 'A' to Resolution.

**Section 3.** The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to initiate legislation for approval by City Council of a Redevelopment Agreement, Purchase and Sale Agreements, or functional equivalents and associated agreements in accordance with the purposes of this Resolution.

**Section 4.** The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to take all action necessary to effectuate the purposes of this Resolution, including the execution of a Redevelopment Agreement, Purchase and Sale Agreement, or functional equivalents, providing that such actions incorporate, at a minimum, the terms and conditions contained in Exhibit 'A'.

**Section 5.** This Resolution, 2024-05-05, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Jim Citrano, Chairman

Date

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

**Exhibit A**

**Resolution 2024-05-05**

**Summary of Terms and Conditions**

**BACKGROUND**

The City of Jacksonville (“COJ”) and the Jacksonville Economic Development Council (“JEDC”) entered into a Ground Lease with Maritime Concepts, LLC (“Maritime”) as its tenant on July 31, 1998, as amended, for a term of 99 years commencing August 1, 1998 (“Ground Lease”) for the property commonly known as the River City Brewing Company and its associated parking lot (“Property”). Maritime sold its interest in the Property and all improvements to RD River City Brewery, LLC (hereafter, “Related”) including its rights in the Submerged Land Lease (“SLL”) with the State of Florida (“State”).

The Downtown Investment Authority (“DIA”) (as successor to the JEDC) and COJ approved Related’s offer to acquire the Property and construct new improvements thereon pursuant to Ordinance 2021-253 on June 8, 2021. The terms of the original Redevelopment Agreement, executed on June 29, 2021, expired on or about January 11, 2023. This Exhibit represents the basis for a new Redevelopment Agreement (“RDA”) as detailed below.

**RELATED OBLIGATIONS**

1. Related shall design and construct, using Type 1 or Type 2 construction materials and techniques, a mixed-use Icon product featuring a world class residential tower with no fewer than 390 units and associated amenities, a minimum 4,000 square foot (indoor heated/cooled space) waterfront restaurant open to the public with additional outdoor dining, a Ship Store and parking with approximately five-hundred fifty (550) parking spaces including thirty (30) dedicated public parking spaces for use as parking for the MOSH site or adjacent park (“Dedicated Parking Spaces”), and public realm improvements including expansion of the St. Johns River Park and Riverwalk. Related shall make a Minimum Capital Investment of \$202,746,000 (including acquisition), with a minimum Direct Development Cost of \$173,597,000, substantially as depicted in Exhibit 1 and in accordance with the final DDRB approval granted October 17, 2023 (the “Project”). The Project is anticipated to be delivered simultaneously with Riverwalk and Sidewalk improvements described herein.
2. Related shall cause the General Contractor to secure a payment and performance bond in an amount equal to the contract price and shall use commercially reasonable efforts to add COJ/DIA as an additional obligee. COJ/DIA shall bear any costs of being named as an additional obligee. Related will also provide its construction lender with a typical completion guarantee for the satisfactory completion of all the Project contemplated by the RDA, and Related shall provide the DIA with written notice of same. Related will provide COJ the Repayment Guarantee in the event that the Project is not completed by the Guarantee Date (each as defined below).

3. Related shall construct, as part of the Project, a structured parking garage on a portion of the Property with approximately five-hundred fifty (550) parking spaces including thirty (30) dedicated public parking spaces (“MOSH Parking Spaces”). Related will ensure that the Dedicated Parking Spaces shall be available for use by the general public visiting the COJ’s tenant MOSH, or use by the general public as COJ may direct. During construction of the Project, COJ shall ensure that the Dedicated Parking Spaces shall be provided under the Acosta Bridge or at some other mutually agreed upon location at their expense.
4. Related, and/or its assigns shall construct, and a professionally recognized property manager shall operate, a Ship Store with a minimum of 1,000 square feet to be located on the Property and proximate to the boat ramp as shown on the site plan. The Ship Store shall be open daily from 8am to 6pm to sell sundries, ice, and other necessities for patrons of the boat ramp during these hours for so long as the boat ramp remains in operation. Related shall spend a minimum of \$490,000 to complete the Ship Store.
5. Related shall manage and execute the re-construction of a 25’ wide Riverwalk parcel, including a minimum 16’ hardscape and additional landscaping (“Riverwalk”) within Parcel I The Riverwalk improvements, roughly 187 linear feet in length along the riverfront terminating at the circular overlook along the boat ramp after turning the corner on the west end, will include a minimum 16 foot wide paved pedestrian pathway with colorful paving patterns conforming to the Riverwalk Design Guidelines along with approximately 70% shade coverage, provided by both landscaping and shade sail elements consistent with the Riverwalk Plant palette and Riverwalk Design Guidelines. Plant material shall be irrigated to ensure viability. In addition, street furnishings including benches and trash receptacles and lighting fixtures meeting the Riverwalk Design Criteria will be included within the 25’ wide strip but not encroaching into the 16’ pathway. Signage conforming to the Riverwalk Wayfinding sign package shall be included where appropriate. The improvements will include necessary foundations, soil remediation, and other infrastructure required to install the above. The Riverwalk and Riverwalk Improvements shall be completed in accordance with plans approved by DIA, DDRB and COJ in accordance with the October 17, 2023, approval conditions and the DDRB approval prevails over any deviation found herein and once finalized shall be deemed to be consistent with the adopted Riverwalk Design Standards, and jointly agreed to by Related. The Riverwalk shall be open and available for public use and enjoyment located landward of the riverside edge of the bulkhead along the Saint Johns River and within property described in Parcel I. Once completed, COJ shall retain ownership and all maintenance obligations of the Riverwalk, including the bulkhead. COJ shall maintain the Riverwalk and bulkhead in a Class “A” condition and Related shall have the right of self-help and the ability to seek reimbursement from COJ in accordance with terms to be included in the RDA. In addition, any self-help action taken by Related, as approved by COJ, shall be deducted from the Annual Contribution.
6. Related shall manage and execute the re-construction of a sidewalk running southward from the circular overlook along the boat ramp consistent in width with final plans approved by DDRB on October 17, 2023 but with no less than 7 feet of clear pedestrian zone at any point (to be legally described) available for public use and enjoyment (“Sidewalk”) located landward of the riverside edge of the bulkhead adjacent to, and just east of, the boat ramp (to be legally described) that

connects the Riverwalk to the boat ramp along and within the western boundary of the property described as Parcel C.

7. Upon execution of the RDA, Related, DIA and COJ shall enter into documents terminating all easements and other ancillary agreements (except deeds) that were executed as part of the closing, or pursuant to, the June 29, 2021, Redevelopment Agreement.
8. Once the Project is completed, Related shall deed an approximately 4,201 square foot parcel, located adjacent to and south of the former Parcel B, to COJ to permit the expansion of St. Johns River Park and Friendship Fountain. Related shall also dedicate an easement for an approximately 400 square foot parcel to be used for the potential future fuel tank location as depicted on the Site Plan. Such easement will remain in place so long as fuel is being offered for sale to public boaters at the marina, with such decision as will be made by the City of Jacksonville in its sole discretion.
9. Related agrees to pursue all approvals with commercially reasonable efforts and to meet the following Performance Schedule:

FINAL DESIGN

to be completed one hundred eighty (180) days after the execution of the RDA or thirty (30) days after the Certificate of Completion is issued for the Bulkhead Project, but no later than May 30, 2025.

PERMITTING

to start sixty (60) days after Final Design is completed, but to be completed no later than July 31, 2025.

COMMENCE CONSTRUCTION

to start one hundred twenty (120) days after Permitting is completed.

COMPLETE CONSTRUCTION

forty (40) months after Commencement of Construction, but no later than April 30, 2029

In the event Related fails to meet the Construction Completion deadline above, subject to extensions for items outside Related's control (including any default by Related's General Contractor), the REV Grant shall be reduced by 5% for every two (2) month delay and forfeited if construction is not completed within two (2) years of the established completion date, as may be extended. If the Rev Grant is forfeited pursuant to the immediately preceding sentence (the "Guarantee Date") then the City may exercise Related's corporate repayment guarantee which will cause the repayment to the City those portions of the Completion Grant released from escrow to Related and the escrow agent will refund the City the balance of funds in the escrow account (the "Repayment Guarantee"). Related shall be entitled to extensions of the above deadlines for force

majeure or delays caused by COJ or the inaction of COJ. In addition, the outside dates contemplated in the timeline above assume Bulkhead Project will be completed by December 31, 2024. Related shall be entitled to a day-for-day extension for all subsequent deadlines if the Bulkhead Project is not completed by December 31, 2024. As is customary, the CEO of DIA shall have the authority to grant extensions of the Performance Schedule not to exceed six (6) months in the aggregate. The DIA Board may grant additional extensions of the Performance Schedule not to exceed an additional six (6) months in the aggregate.

## INCENTIVES

1. DIA to provide a 75% REV Grant for the Project for fifteen (15) years, or the expiration of the Southside CRA, whichever occurs first unless COJ assumes the Southside CRA obligations (the "Rev Grant Period"). The Maximum Indebtedness for the Multifamily REV Grant shall be \$19,798,000.
2. DIA to request that COJ provide Related a completion grant in the amount of \$39,000,000 ("Completion Grant").
3. Upon Related's submittal of its application for building permit the DIA will work with the City to escrow the full amount of the Completion Grant, in a manner sufficient to satisfy Related's lenders. All interest on funds held in escrow shall be the exclusive benefit to the City of Jacksonville only.
4. The full amount of the Completion Grant will be made available for construction funding after the project commences vertical construction, with the first draw made on a pari-passu basis with the Senior Construction Lender simultaneous to its first draw payment. Thereafter, the Completion Grant will be funded on a pari-passu basis with the Senior Construction Lender, with payments made on a semi-annual basis (no more than a single payment made by COJ in any six month period). However, pari passu calculations for City funding requests shall be based on actual payments made by the Senior Construction Lender, as supported by draw requests, inspection reports from a third-party inspector and the architect's certification of progress made or materials delivered, in proportion to the initial construction loan commitment of the Senior Commercial Lender. Any protective advances required at any point during the Construction Phase shall be the sole requirement of the Senior Lender.
5. If the Project is not completed by Guarantee Date, then the Completion Grant repayment shall be secured by (i) the Repayment Guarantee and (ii) adding the City as an additional insured on Related's builders risk policy for the Project, subordinate to the lender's interest. The City will receive a copy of the bank draw and bank inspector's report with the monthly draw requests to the escrow agent. Upon Related obtaining a CO for all residential units in the Project then the obligations under the Repayment Guarantee shall have been fully satisfied and the Repayment Guarantee shall terminate and all obligations thereunder will expire and the balance of the Completion Grant escrow will be released to Related.
6. Consistent with and pursuant to Chapter 55, Part 2, *Ordinance Code*, Developer may apply for and upon approval of such application and payment of the applicable fee the City shall convey any Water Quality Compensatory Credit(s) as necessary for the construction of the Improvements in accordance with this Agreement.

### **COJ BULKHEAD RECONSTRUCTION**

There currently exists a bulkhead along the northern boundary of the Property (“Bulkhead”). COJ has agreed to reconstruct the Bulkhead consistent with current resilience recommendations (“Bulkhead Project”). COJ shall maintain the Bulkhead, in a Class “A” condition. In the event the Bulkhead is not maintained by COJ, Related shall have the right of self-help and the ability to seek reimbursement from COJ all in accordance with terms to be included in the RDA. Any self-help action taken by Related, as approved by COJ, shall be deducted from the Annual Contribution (as defined below).

### **ADDITIONAL RELATED COMMITMENTS SUMMARY**

Related agrees to fund the following additional commitments in conjunction with the development proposal:

1. Approximately \$490,000 to complete the Ship Store, which shall provide restroom facilities for boaters and shall remain in operation so long as the Marina or Boat Ramp are in operation.
2. Approximately \$250,000 of the costs to construct the Riverwalk above standard requirements.
3. \$319,200 which represents the value of the land just south of the former Parcel B to expand St. Johns River Park and Friendship Fountain (4,201sf x \$76/sf)
4. \$30,400 the value of the land subject to an easement for the fuel tanks (400sf x \$76/sf)
5. Related will provide a minimum of approximately \$98,117 per year during the Rev Grant Period, but not to exceed 30 years, (escalated at 2% annually) for contract maintenance services to maintain St. Johns River Park and Friendship Fountain above the standard maintenance obligations of COJ, the first contribution will be not later than the calendar year after the Project receives its final CO (“Annual Contributions”).
6. Any self-help action taken by Related, as approved by COJ, shall be deducted from the Annual Contributions.

### **ADDITIONAL REQUIREMENTS:**

COJ/DIA shall grant to Related a right of first refusal (“ROFR”) for a period of ten (10) years from the Effective Date of the RDA to purchase the MOSH site in the event such site is made available for private commercial redevelopment to be more fully defined in the RDA. The ROFR shall require Related to match not only the cash purchase price to be paid for the land but also to commit to construction of commercial improvements of equal value and similar use as to that proposed, on the same or shorter performance schedule, resulting in a similar tax revenue to COJ. Such right of first refusal shall not be applicable to any sale, lease or redevelopment for civic use, park space or other use in which the public is invited to visit such as a museum, aquarium, gallery, etc. The CEO shall be authorized to further negotiate the terms of the ROFR with Related and shall bring any material changes to the Board for approval. The ROFR shall terminate at the earlier of a sale of the property or the 10<sup>th</sup> Anniversary of the Effective Date of the RDA.

**EXHIBIT 1 – SITE PLAN AND ELEVATION**

- 1 Planted entry median
- 2 Riverwalk trail connection
- 3 Entry court
- 4 Arrival / Drop-off
- 5 Riverwalk waterfront promenade w/ seating
- 6 Overlook w/ shade sail canopies
- 7 Resort style pool w/ sun shelf
- 8 Beach club w/ fire pit
- 9 Restaurant patio
- 10 Summer kitchen / stand up board storage
- 11 Informal social space with hammocks and outdoor movie screen
- 12 Florida-Friendly riverwalk landscape
- 13 4' aluminum picket fence
- 14 Reconfigured boat ramp access
- 15 Streetscape (Riverplace Blvd. design palette)
- 16 Project monument sign
- 17 Riverwalk connection -Covered walkway to restaurant
- 18 Boat ramp
- 19 Leasing office
- 20 Water feature
- 21 Courtyard south
- 22 Access ramp
- 23 Garage entry
- 24 Public restaurant access
- 25 Spa
- 26 Flex / Yoga lawn
- 27 Fuel tanks
- 28 Transformer
- 29 Dock master/ Marina store
- 30 Service/ Back of house





East Elevation



West Elevation

**SUPPLEMENTAL INFORMATION**  
**RESOLUTION 2024-05-05: RELATED STAFF REPORT**

**DOWNTOWN INVESTMENT AUTHORITY**

**THE RELATED GROUP**

**SIC STAFF REPORT**

**May 10, 2024**

<b>Applicant:</b>	<b>RD River City Brewery, LLC</b>
<b>Total Development Costs (as presented):</b>	<b>\$202,746,000</b>
<b>Direct Development Cost:</b>	<b>\$173,597,000</b>
<b>REV Proposed:</b>	<b>\$19,798,000</b>
<b>REV Structure:</b>	<b>75% / 15 Years</b>
<b>Completion Grant:</b>	<b>\$39,000,000</b>
<b>Completion Grant Structure:</b>	<b>Funded During Construction</b>

**Background**

In August 2021, The Related Group, through its single purpose entity (SPE), RD River City Brewery, LLC, took ownership of the City-owned property formerly occupied under a ground lease with COJ by the River City Brewing Company as authorized by Resolution 2020-11-01. The site is located along the St. John’s River at the southern end of the Acosta Bridge adjacent to the St. John’s River Park, Friendship Fountain, and MOSH. Conveyance of the property was accompanied by the approval of a Redevelopment Agreement as approved and modified by Resolutions 2021-01-03, and 2021-04-03, as reflected in and authorized by Ordinance 2021-253-E. Although that Redevelopment Agreement was entered into, and the site was demolished, including the marina due to significant disrepair, no further development activity ensued, as the cost of construction and cost of capital were escalating aggressively following the impact of the pandemic on supply chains, labor markets, and capital markets.

As originally proposed, Related was to construct an 8-story 328-unit multifamily complex, with a 511-space attached parking garage, and a pad reserved for a future restaurant site of approximately 3,200 square feet with roughly 1,000 square feet indoors and 3,500 square feet outdoors.

**Current Project Proposal**

Related has returned with a much more ambitious development proposal that is more impactful on Jacksonville’s Southbank riverfront and skyline (See Exhibit 1). The development project proposed will be included in the Related Group’s exclusive Icon, high-end multifamily portfolio. Features of the new design include:

- 25-story main tower with eight stories of residential units along Museum Circle on the south side of the garage.
- Not less than 390 luxury units with balconies and terraces with the proposed unit mix to include:
  - 8 Studios – 569 avg square feet
  - 174 1-bedroom units – 774 avg square feet
  - 163 2-bedroom units – 1,143 avg square feet
  - 48 3-bedroom units – 1,521 avg square feet

- Minimum 4,000 square foot restaurant integral to the building, facing the St. John's River, with two-story ceiling height.
- Nine-story parking garage wrapped on the first two floors by utility rooms and screened on floors above.
- 1,000 square foot Ship's Store
- Shade sails, benches, bike racks, light fixtures along the Riverwalk and waterfront promenade
- Expanded features and amenities for residents proposed to include:
  - Water feature adjacent to the Riverwalk
  - Beach club with fire pit
  - Spa
  - Resort style pool with sun-shelf
  - Social space with hammocks and outdoor movie screen
  - Flex/yoga lawn
  - Fitness center
  - Media Room
  - Clubhouse
  - Kayak Storage

There were a number of land swaps and concessions agreed to by the previous property disposition that are not impacted by the subject request. However, a component of this proposal provides for Related to contribute a parcel of approximately 4,200 square feet along the eastern edge of the site to the City which will expand the St. John's Park space along its western edge.

The incentive funding request from Related was initially submitted and reviewed following the Tiers System approach as provided in the DIA BID Plan. Because the DIA was simultaneously considering a revision to methodology that would incentivize development of high-rise properties, recognizing the additional upfront costs and long-term benefits to the City associated with such development activity, DIA staff took this opportunity to test considerations being made through the newly proposed underwriting methodology. The new approach was determined to provide benefits to the City commensurate with the Tiers System approach while minimizing unnecessary complexity and ongoing administrative burdens and is therefore the approach incorporated in development of this resolution and term sheet as explained more thoroughly within this staff report. Should the DIA Board not approve the 30-year methodology, this development proposal will be brought using the Tiers System approach in an upcoming Board meeting.

**Marina:**

The original approval provided that following Related's buyout of the Maritime lease and transfer of property interest from the City the City would enter a new submerged land lease (SLL) with the State. However, the State will not enter a SLL until the marina has been designed, which has not yet been started. Bulkhead work at this site is currently underway, and Related remains committed to working with the City on marina design, development, and operation; however, those agreements and the respective responsibilities will be negotiated outside of the proposal presented at this time.

It is agreed by both parties that a substantial number of slips to provide public boater access to the restaurant, Riverwalk, and park will be integral to those negotiations (twenty slips were dedicated to public use in the original agreement). Related maintains a strong interest in providing a number of slips, yet to be determined, for the

benefit of residents of the property as an added selling feature. Fuel will also be brought back to the marina with access from the river to serve the local boating community. Beyond these broad discussion points, no commitments have been made relating to the marina at this time. However, it is expected that SLL agreements with the State and the redesigned marina will be negotiated to be built simultaneously with the overall project, following completion of the bulkhead work currently underway.

### **The Developer**

The Related Group is considered one of the premier developers based in Florida, with focus on the southeast Florida and central gulf coast markets. With more than 40 years in business, Related has built and managed more than 100,000 residences totaling more than 17 million square feet and has sold properties valued at more than \$50 billion.

From the company's website, *"Since 1979, Related Group has enhanced skylines with iconic developments characterized by innovative design, enduring quality, and inclusive living. Through groundbreaking partnerships with world-renowned architects, designers, and artists, Related has redefined urban environments on a global scale, fostering distinctive, dynamic communities and symbolic landmarks that have become sources of local pride."* This development represents the first for Related in Jacksonville, although the company has expressed interest in following this project with more development in the NE Florida market.

**Jorge M. Pérez** - Chairman and Chief Executive Officer: In 1979, Mr. Pérez founded Related Group with New York builder Stephen M. Ross. Mr. Pérez built his fortune by building and operating low-income multifamily apartments across Miami before branching off into rental apartments and becoming one of the most prolific high-rise condo builders in the Southern United States. During his career, Mr. Pérez has developed or managed more than 90,000 residences, most of which are located in South Florida.

**Steve Patterson** - President, Chief Executive Officer: Mr. Patterson's 30 years of industry experience has included ownership and management positions in the development, investment syndication, asset management, property management, and construction fields. These activities included multifamily, office, retail, condo conversion and hotel properties, primarily in the southeastern U.S. His track record of profitable real estate investment ventures is valued at over \$2 billion.

**Matt Flowers** – Executive Vice President and Senior Investment Officer: Mr. Flowers oversees all investments for the multifamily and commercial real estate divisions, with a focus on national markets. He leads the market research, underwriting, acquisitions, project management and asset management for Related Development, Related's market-rate rental division. Prior to Matt's tenure at Related, he served as Associate Vice President at Colony Capital, focusing on portfolio management; and before that, oversaw development analysis at ZOM, Inc.

**Jeffrey Robbins** – Vice President/Development: Mr. Robbins is responsible for Related's Central Florida development portfolio. He is skilled at leveraging the firm's core strengths and resources, while assembling top-performing, multi-disciplined teams capable of executing multiple projects simultaneously. Strong operational, financial and development management skills with a history of reducing overall project costs and development timetables while increasing net operating income and achieving some of the lowest overall capitalization rates for projects developed in Central Florida.

### **Operating Budget:**

Rents at the luxury multi-family complex are targeted to range between \$3.13 psf for 3-bedroom units (approximately \$4,320 monthly) to \$3.95 psf for Studio units (approximately \$2,247 monthly). This rental range is 10-25% higher than rents proposed on other recent development plans reviewed by the DIA. Parking, utility

reimbursement, and other income add as much as \$218 per unit per month. These measures along with increased unit count and retail square footage increase the stabilized pro forma Effective Gross Income from \$8.2 million, as projected in 2021, to \$14.8 million, an increase of 80.4%. Inclusive of the REV grant offset to property taxes, pro forma Net Operating Income is forecast at 82.5% above previous models, an increase from \$5.7 million to \$10.4 million.

**Development Budget:**

Given the significant redesign of the property to employ construction materials and techniques to allow for high-rise construction, total development cost increased from \$99.2 million as previously approved, to more than \$202.5 million. The substantial change is centered principally in the hard construction costs and costs of architecture and engineering, which combined increased from \$76.3 million to \$158.8 million. This is an increase of 108.1%, while the unit count has risen by only 18.9%. The difference, however, is a combination of the improved high-rise development design and construction techniques that provide intrinsic value to the City beyond the additional residential units, inflation in construction costs, increased property features and amenities, and a larger garage component.

**REV Grant:**

- With these changes, the City portion of the incremental ad valorem tax revenue over twenty years, net of the 4% annual early payment discount, is projected to increase from \$17.4 million as originally approved, to \$37.3 million. The additional \$19.9 million in incremental ad valorem over that 20-year period represents an increase of 114.5%.
- Further, the additional ten years of property life, years 21-30, are projected to provide more than \$25 million incremental ad valorem during that period alone. The combined total of *additional* incremental ad valorem over the most recent analysis and approval totals \$44.9 million.
- The REV Grant payout period is 15 years, to meet parameters established in support of the Completion grant proposal (as detailed further below).
- A 75% REV payout for 15 years on the subject development establishes the REV Maximum Indebtedness at \$19,797,630.
- With total estimated incremental ad valorem estimated at \$62,364,000, the additional benefit to the City from this source totals \$42,566,370.

**Capital Stack and Completion Grant:**

Pro forma NOI, used as a proxy for free cash flow, would service approximately \$102.4 million in debt at a 7.5% rate and amortization period of 360 months assuming a 1.20X debt service coverage requirement. With total development cost projected at \$202.7 million, a minimum of \$100.3 million in additional capital would be required to fund the development, whereas the residual NOI after debt service is insufficient to attract investor capital of that amount with the given risks of a project of this nature. Given these project parameters, a gap in the capital stack of \$39 million is calculated, \$4 million of which would be used to minimize interest carry during construction, and the remaining \$35 million would be deployed in other hard and soft development costs.

If approved, the City funding of \$39 million would be funded through the construction period and administered by the Senior Construction Lender, piggybacking on the construction loan administration procedures of draw request processing and inspections, unavailable in the City. To further minimize administrative burden on the City, funding would be limited an initial draw when the Senior Lender makes its initial funding advance and subsequent City funding would be made no more frequently than once every six months *pari passu* with the proportion of the

Senior Lender’s commitment it had funded during that six month period. Before the Senior Lender or the City will advance funds into the development, the Developer is required to demonstrate its injection of \$67 million equity into the project.

**ROI:**

As shown by the summary captured below, the ROI for the development incorporating the 30-year methodology is estimated at 1.13X.

<b>PROJECT NAME:</b>		Jacksonville Brewery	
<b>DEVELOPER:</b>		RD River City Brewery, LLC	
<b>\$202.7 Million in Capital Expenditures</b>			
Ad Valorem Taxes Generated			
Incremental County Operating Millage (30 year projection, 2% growth)	(1)	\$ 62,364,000	
Local Option Sales Tax	(2)		
Payroll	(3)		
MOSH Parking Spaces (30 x \$25,000/space)	(4)		
Add'l Benefits Provided (Parcels B/D, Riverwalk improvements)	(5)	\$ 4,330,000	
<b>Total City Expected Benefits</b>			\$ 66,694,000
Total City Investment	(6)		\$ 58,803,000
<b>Return on Investment Ratio (30-Year)</b>			<b>1.13</b>
(1) - The investment from the Company is estimated to be \$173.6MM in eligible Capital Contribution for development			
(2) - Local Option Sales Tax is based on the revenue generated through retail sales, food and beverage, and commercial leases.			
(3) - Job estimates are calculated at # of jobs * avg. wage. Assumes 20% spent locally and a 1 percent sales tax over 20 years.			
(4) - Cost of MOSH parking spaces included in project			
(5) - Value of any additional contribution being made for the benefit of the city in consideration of the incentive			
<b>(6) - City Incentives as follows:</b>			
<b>REV</b>			<b>\$ 19,798,000</b>
<b>REL to receive a Parcel for a sign placement</b>	158	\$30.00	\$ 5,000
<b>Completion Grant</b>			<b>\$ 39,000,000 *</b>
<b>Total Direct Incentives</b>			<b>\$ 58,803,000</b>
<b>NOTE:</b>			
TBD		\$ -	
Add'l City Benefits		\$ 4,330,000	see back up
<b>Total Add'l Benefits Provided</b>		<b>\$ 4,330,000</b>	
<b>Completion Grant Equals</b>		<b>Total Incentives Equal</b>	
19.2% of TDC		29.0% of TDC	
23.8% of Hard Cost		35.9% of Hard Cost	
58.1% of Equity		87.6% of Equity	

For clarity, the assumptions and limitations imposed in the ROI calculations above include the following:

- Incremental Operating millage is the City/County portion for a period of 30 years, escalating at 2% annually per DIA convention.
- No Local Option Sales Taxes or induced tax benefit is incorporated in this analysis, and such taxes will be incremental benefit to the City. That amount is estimated to be more than \$570,000 over the first ten years of operation.
- 30 parking spaces for the benefit of the City required as part of the original property disposition are not considered in the City benefit for ROI calculation purposes but remain in the Term Sheet as a requirement.

- The \$4.3 million in additional benefits center on Developer's commitment to payments beginning at \$98,000 and increasing 2% annually for enhanced park maintenance for 30 years totaling \$3,980,400, in addition to the contribution of a 4,200 square foot parcel on the eastern edge of the site that will enlarge St. John's Park valued at \$319,200, and the easement for the location of the City's fuel tank to serve the marina valued at \$30,400.
- The City's investment includes the \$19,798,000 REV Grant, \$39,000,000 Completion Grant, and a small parcel for signage valued at \$5,000, totaling \$58,803,000.
- The lower section demonstrates adherence to the 30-year ad valorem methodology which limits funding under the Completion Grant to 25% of Hard Costs (including Architect and Engineering) – (23.8%); and 65% of Developer Equity – (58.1%); and Total incentives committed are limited to not more than 100% of Developer Equity – (87.6%).

**Additional terms and conditions are found in the Exhibit A Term Sheet to Resolution 2024-05-05.**

DRAFT

**Exhibit 1 – Renderings as Proposed:**



**Exhibit 2: Site Plan as Proposed:**

- 1 Planted entry median
- 2 Riverwalk trail connection
- 3 Entry court
- 4 Arrival / Drop-off
- 5 Riverwalk waterfront promenade w/ seating
- 6 Overlook w/ shade sail canopies
- 7 Resort style pool w/ sun shelf
- 8 Beach club w/ fire pit
- 9 Restaurant patio
- 10 Summer kitchen / stand up board storage
- 11 Informal social space with hammocks and outdoor movie screen
- 12 Florida-Friendly riverwalk landscape
- 13 4' aluminum picket fence
- 14 Reconfigured boat ramp access
- 15 Streetscape (Riverplace Blvd. design palette)
- 16 Project monument sign
- 17 Riverwalk connection - Covered walkway to restaurant
- 18 Boat ramp
- 19 Leasing office
- 20 Water feature
- 21 Courtyard south
- 22 Access ramp
- 23 Garage entry
- 24 Public restaurant access
- 25 Spa
- 26 Flex / Yoga lawn
- 27 Fuel tanks
- 28 Transformer
- 29 Dock master/ Marina store
- 30 Service/ Back of house



**TAB VII.**

**RESOLUTION 2024-05-06 ONE RIVERSIDE**

**RESOLUTION 2024-05-06**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING REVISIONS TO, AND RECOMMENDING CITY COUNCIL APPROVAL OF AMENDMENTS TO THE RESTAURANT IMPROVEMENTS DEFINITION, THE PERFORMANCE SCHEDULE AND THE DURATION OF THE PHASE 1 RETAIL REV GRANT AND OTHER ASSOCIATED TERMS OF THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY, DIA, AND FUQUA ACQUISITIONS, LLC, DATED DECEMBER 20, 2021 (THE “RDA”) AS ASSIGNED TO FUQUA BCDC ONE RIVERSIDE PROJECT OWNER, LLC, (THE “DEVELOPER”) AND AS MODIFIED BY AMENDMENT ONE THERETO DATED OCTOBER, 2022; THE TERMS OF THE SECOND AMENDMENT SHALL INCLUDE, AMONG SUCH OTHER ITEMS AS MAY BE APPROVED BY CITY COUNCIL, THE MODIFICATIONS IDENTIFIED IN THE TERM SHEET ATTACHED HERETO AS EXHIBIT A, WITH ALL OTHER TERMS AND CONDITIONS OF THE RDA AS AMENDED REMAINING UNCHANGED EXCEPT AS MODIFIED BY ANY SETTLEMENT AGREEMENT BETWEEN THE CITY AND DEVELOPER; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City of Jacksonville (the “City”), the Downtown Investment Authority (“DIA”) and Fuqua Acquisitions, LLC (“Fuqua”) entered into that certain Redevelopment Agreement dated December 20, 2021 (the “RDA”), as authorized by City Ordinance 2021-796-E; and

**WHEREAS**, Fuqua’s interest in the RDA was assigned to Developer; and

**WHEREAS**, the City, DIA and Developer entered into Amendment One to the Redevelopment Agreement dated October 12, 2022, as authorized by Ordinance 2022-493-E; and

**WHEREAS**, the City, Developer and DIA have agreed to certain modifications in the Performance schedules and associated terms of the RDA which extend the dates for both the Project and City Improvements as a result of force majeure delays which among other things, have prevented the City’s commencement of the McCoy’s Creek Improvements; and

**WHEREAS**, Developer and the City continue to work in good faith to complete that Project and the McCoy’s Creek Improvements; and

**WHEREAS**, the parties have agreed to a revised schedule as part of a larger resolution of the impacts of construction delays on the Project as defined in the RDA; and

**WHEREAS**, the parties have agreed to an extension of the time frame for payout of the Phase 1 Retail Rev Grant; and

**WHEREAS**, the developer of the Phase 1 residential has requested a clarification and amendment of the definition of the required riverfront restaurant which staff believes furthers the original intent of the restaurant requirement; and

**WHEREAS**, DIA is the designated Community Redevelopment Agency for the North Bank CRA, for which a BID Plan, inclusive of a Community Redevelopment Plan, was adopted by Ordinance 2014-560-E and updated pursuant to Ordinance 2022-0372; and

**WHEREAS**, the Strategic Implementation Committee of the DIA considered the proposed term sheet and amendment at its May 10, 2024, meeting, and it is recommended by the committee that the DIA Board approve this resolution authorizing modifications to the RDA in the term sheet attached hereto as Exhibit A.

**NOW THEREFORE, BE IT RESOLVED** by the Board of 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 recommends that City Council authorize all amendments to the Performance Schedule, the extension of the Phase 1 Retail REV Grant, and the modification of the Phase 1 Residential waterfront restaurant requirement summarized in the term sheet attached hereto as Exhibit A.

**Section 3.** The CEO of the DIA is hereby authorized to seek Council approval of this amendment as standalone legislation or as part of other legislation regarding the project introduced in May or June.

**Section 5.** The DIA hereby authorizes the CEO of the Downtown Investment Authority to take all action necessary to effectuate the purposes of this Resolution 2024-05-06, including the execution of contracts, agreements, and other documents.

**Section 6.** This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

**WITNESS:**

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
Jim Citrano, Chair

\_\_\_\_\_  
Date

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

Exhibit A to Resolution 2024-05-06  
Term Sheet for DIA authorized RDA amendments

1. The following definition contained in the RDA:

"Restaurant Improvements"

A riverfront (i.e., direct frontage on the Riverwalk or St. Johns River) full-service restaurant with a minimum of 2,500 sq. ft. of enclosed conditioned space with no less than 500 sq. ft. of outdoor service area (if located on the Helipad Site) or comprised of 3,000 sq. ft. of enclosed conditioned space if located within a residential building, with no less than 500 sq. ft. of riverfront outdoor service area. The restaurant must be able to provide meal service to 100 or more patrons at one time.

is modified as below:

"Restaurant Improvements"

A riverfront (i.e., direct frontage on the Riverwalk or St. Johns River) full-service restaurant accessible from the Riverwalk with a minimum of 2,500 sq. ft. of enclosed conditioned space with no less than 1000 sq. ft. of outdoor service area located adjacent to the Riverwalk. The restaurant must be able to provide meal service to 100 or more patrons at one time.

2. Phase 1 Retail REV Grant duration is extended from:

“ending on the earlier of: (i) 20 years thereafter, but not later than 2045 payable in 2046, or (ii) upon the expiration or earlier termination of the Northbank West CRA TIP (as applicable, the "Final Year"), all as more fully described below in this Article 11, unless the City agrees to assume the obligation to pay the REV Grant in accordance with this Agreement after expiration or termination of the Northbank West CRA TIP.

to:

“ending 20 years thereafter (the "Final Year"), all as more fully described below in this Article 11, with the City agreeing to assume the obligation to pay the REV Grant in accordance with this Agreement after expiration or termination of the Northbank West CRA TID.”

3. Performance Schedule

1. The commencement date for the McCoys Creek Improvements (MCI) that was set as January 31, 2023 in Amendment one is being stricken as the project is already underway;
2. The completion date for Phase I MCI is April 1, 2025.
3. Completion Date for entirety of MCI is December 31, 2025; Completion Date for MCI under Amendment One was October 30, 2023, extended to April 30, 2024 due to demolition project delays.
4. Commencement Date for Phase I Retail Improvements moves from July 31, 2024 in RDA to July 31, 2025 in Amendment 2.
5. Completion Date for Phase I Residential Improvements moves from September 30, 2025 in RDA to September 30, 2026 in Amendment 2

6. Completion Date for Phase I Retail Improvements moves from September 30, 2025 to September 30, 2026.

In addition, the RDA will be amended to:

1. Segregate the McCoy's Creek Improvements ("MCI") project into two phases, the first being just the May Street extension, the second the balance of the project, and creates separate completion dates for each phase.
2. Revise the escrow agreement the City entered into regarding the timing of when the Creek Deed is released from escrow and provided to the developer.
3. Such other changes to the default provisions as may be authorized in a Settlement Agreement associated with McCoys Creek construction delays.

DRAFT

**TAB VIII.**

**RESOLUTION 2024-05-07: FLORIDA THEATRE VOLUNTEER PARKING**

**RESOLUTION 2024-05-07**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") RECOMMENDING THAT THE MAYOR, ON BEHALF OF THE CITY OF JACKSONVILLE, PROVIDE TO THE FLORIDA THEATRE PERFORMING ARTS CENTER, INC. UP TO TWENTY-FIVE (25) PARKING SPACES WITHIN THE YATES GARAGE AT NO CHARGE FOR THE BENEFIT OF FLORIDA THEATRE VOLUNTEERS AS A SPONSORSHIP TO EVENTS AT THE FLORIDA THEATRE, SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AS EXHIBIT 'A'; RECOMMENDING THAT THE MAYOR MEMORIALIZE THIS SPONSORSHIP THROUGH ENTERING INTO A PARKING RIGHTS AGREEMENT AS AUTHORIZED BY ORDINANCE 2018-421-E; FINDING THAT THIS RESOLUTION AND ITS PURPOSES ARE CONSISTENT WITH DIA'S BUSINESS INVESTMENT AND DEVELOPMENT PLAN ("BID PLAN"); AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on May 17<sup>th</sup>, 2017, the Downtown Investment Authority Board voted to approve Resolution 2017-05-04 “providing parking within the Yates Garage for volunteers during events at the Florida Theatre as a sponsorship to the Florida Theatre”; and

**WHEREAS**, on August 14<sup>th</sup>, 2018, the Jacksonville City Council approved Ordinance 2018-421-E, “An ordinance approving and authorizing the Mayor and Corporate Secretary to execute and deliver a Parking Rights Agreement between Florida Theatre Performing Arts Center, Inc. and the City of Jacksonville to provide parking for Florida Theatre volunteers”; and

**WHEREAS**, the City entered into a five-year Parking Rights Agreement with Florida Theatre Performing Arts Center, Inc., which has expired; and

**WHEREAS**, the DIA finds that the abovementioned Parking Rights Agreement did not increase cost or liability to the City and did not negatively impact the financial stability of the Parking Enterprise Fund; and

**WHEREAS**, the DIA desires for the City to continue its sponsorship through the entering into of a new Parking Rights Agreement with the Florida Theatre Performing Arts Center, Inc., who will provide, as consideration for the value of gratis parking, those benefits to the City as memorialized in the proposed terms and conditions attached hereto as Exhibit 'A',

[CONTINUED ON FOLLOWING PAGE]

**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 Board hereby requests that the Mayor, on behalf of the City of Jacksonville, provide as a City sponsorship for all Florida Theatre events gratis parking within the Yates Garage for up to twenty-five (25) Florida Theatre Performing Arts Center, Inc. volunteers. For clarity, this would permit up to twenty-five (25) volunteers gratis parking per event.

**Section 3.** The DIA requests that the Mayor enter into a Parking Rights Agreement with Florida Theatre Performing Arts Center, Inc., subject to the terms and conditions attached hereto as Exhibit 'A'.

**Section 4.** The DIA Board authorizes its Chief Executive Officer to take all actions necessary to effectuate the purposes of this Resolution.

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

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
Jim Citrano, Chair

\_\_\_\_\_  
Date

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

**EXHIBIT A**  
**RESOLUTION 2024-05-07**  
**TERMS AND CONDITIONS**

<p><b>Considerations Provided by DIA</b></p>	<ol style="list-style-type: none"> <li>1. The DIA, through the Office of Public Parking, will provide as a sponsorship to all events at the Florida Theatre, gratis parking for up to twenty-five (25) parking spaces, per event, to volunteers of the Florida Theatre Performing Arts Center, Inc. in the Yates Garage.</li> <li>2. The Office of Public Parking will track the usage of spaces for each event.</li> <li>3. The Yates Garage will be open for all Florida Theatre events.</li> </ol>
<p><b>Considerations Provided by the Florida Theatre</b></p>	<ol style="list-style-type: none"> <li>1. The Florida Theatre will log which volunteers work at each event.</li> <li>2. The Florida Theatre will ensure that there will be no more than twenty-five (25) volunteers per event.</li> <li>3. The Florida Theatre will provide advertising for the Yates Garage as “the preferred parking facility of the Florida Theatre” on the following media:             <ol style="list-style-type: none"> <li>a. The Directions and Parking Page of its website</li> <li>b. Individual event webpages</li> <li>c. Ticket Receipts</li> <li>d. Online, electronic Playbills, or physical Playbills</li> </ol> </li> </ol>
<p><b>Requirements for Volunteers</b></p>	<ol style="list-style-type: none"> <li>1. All Florida Theatre volunteers will complete the Monthly Parking Application Form as provided by the Office of Public Parking and will agree to the terms therein.</li> </ol>
<p><b>Additional Terms and Conditions</b></p>	<ol style="list-style-type: none"> <li>1. Florida Theatre Volunteers will not have the right to any specific spots in the Yates Garage. All parking will be on a first come, first serve basis.</li> <li>2. The DIA reserves the right to audit the use of spaces at any time.</li> <li>3. Any agreement entered into pursuant to this Resolution may not increase cost or liability to the City, nor negatively impact the financial stability of the Parking Enterprise Fund.</li> <li>4. Additional terms and conditions as determined necessary by the Office of General Counsel.</li> </ol>
<p><b>Term</b></p>	<p>Five (5) years from the effective date of an executed Parking Rights Agreement.</p>

**SUPPLEMENTAL INFORMATION**

**RESOLUTION 2024-05-07: FLORIDA THEATRE VOLUNTEER PARKING MEMO**



## DOWNTOWN INVESTMENT AUTHORITY

117 West Duval Street #310, Jacksonville, Florida 32202  
(904) 255-5302 | <https://dia.coj.net/>

DATE: May 10<sup>th</sup>, 2024  
TO: Strategic Implementation Committee  
THRU: Micah Heavener, Committee Chair, Strategic Implementation Committee  
FROM: Lori Boyer, Chief Executive Officer, Downtown Investment Authority  
RE: Resolution 2024-05-07 Florida Theatre Volunteer Parking

---

### **Standard Parking Rights Agreement**

On May 17<sup>th</sup>, 2017, the DIA Board voted to approve Resolution 2017-05-04 “Providing parking within the Yates Garage for volunteers during events at the Florida Theatre as a sponsorship to the Florida Theatre.” This Resolution was further acted upon by the Jacksonville City Council through Ordinance 2018-421-E, “Authorizing the Mayor and Corporation Secretary to execute and deliver a Parking Rights Agreement between the Florida Theatre Performing Arts Center, Inc. and the City of Jacksonville to provide parking for Florida Theatre volunteers.” The Parking Rights Agreement went into effect on September 13<sup>th</sup>, 2018, and expired after the end of the five (5) year term on September 12<sup>th</sup>, 2023.

Resolution 2024-05-07 recommends that the Mayor, on behalf of the City, as a City sponsorship to all Florida Theatre events, provide up to twenty-five (25) spaces per event volunteers of the Florida Theatre. This sponsorship will be memorialized in the form of a Parking Rights Agreement with a term of five (5) years, and subject to the terms and conditions contained in Exhibit ‘A’ to Resolution 2024-05-07.

The Office of General Counsel has reviewed Ordinance 2018-421-E and found that the City may, as a City sponsorship to Florida Theatre events, provide gratis parking as contemplated by Resolution 2024-05-07. Staff finds such a sponsorship will not result in additional cost or liability to the City or negative impacts on the financial stability of the Parking Enterprise Fund.

### **Terms and Conditions**

The terms and conditions, including considerations to be provided by Florida Theatre Performing Arts Center, Inc. for the value of gratis volunteer parking, are contained in Exhibit ‘A’ to Resolution 2024-05-07.