	anny Redevelopment Agency		3
		1	board member.
	CITY OF JACKSONVILLE	2	BOARD MEMBER FETNER: Sondra Fetner, board
	COMMUNITY REDEVELOPMENT AGENCY	3	member.
	BOARD MEETING	4	THE CHAIRMAN: Patrick Krechowski, board
	BOARD MEETING	5	chair.
		6	BOARD MEMBER HEAVENER: Micah Heavener,
	Proceedings held on Wednesday, February 19, 2025,	7	board member.
	commencing at 2:02 p.m., Jacksonville Public/Main	8	BOARD MEMBER CAFFEY: Jill Caffey, board
	Library, Multipurpose Room, 303 North Laura Street,	9	member.
	Jacksonville, Florida, before Diane M. Tropia, FPR, a	10	BOARD MEMBER HIRABAYASHI: John
	Notary Public in and for the State of Florida at Large.	11	Hirabayashi, board member.
	-	12	BOARD MEMBER HOOPER: Cameron Hooper,
	BOARD MEMBERS PRESENT:	13	board member.
	PATRICK KRECHOWSKI, Chair.	-	
	MICAH HEAVENER, Vice Chair. SONDRA FETNER, Secretary.	14	MR. SAWYER: John Sawyer, Office of
	SCOTT WOHLERS, Board Member. JILL CAFFEY, Board Member.	15	General Counsel.
	JOHN HIRABAYASHI, Board Member. CAMERON HOOPER, Board Member.	16	MR. HILL: Ava Hill, DIA staff.
		17	THE CHAIRMAN: Thank you.
	ALSO PRESENT:	18	I also have in the audience Carrie Bailey,
	LORI BOYER, DIA, Chief Executive Officer. GUY PAROLA, DIA, Operations Manager.	19	who's been nominated to our board and
	STEVE KELLEY, DIA, Director of Development. RAUL ARIAS, City Council Lialson.	20	legislation is pending.
	ALLAN DEVAULT, DIA, Project Manager. WADE MCARTHUR, City of Jacksonville.	21	So, welcome, Carrie. Thanks for joining
	JOHN SAWYER, Office of General Counsel. AVA HILL, Administrative Assistant.	22	us.
		23	And we have number of other folks in the
		24	audience, including Council Member Salem. I
		25	don't think I see any other Council members
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1	PROCEEDINGS	1	Mr. Weinstein from the mayor's office.
	February 19, 2025 2:02 p.m.	2	Before we get into public comment, I want
2		3	to invite Mr. Salem to come up. He's asked to
3	THE CHAIRMAN: Good afternoon, everybody.	4	speak to the board. And probably following
4	We're going to call this meeting to order,	5	him, Mr. Weinstein, if my understanding is
5	of the Community Redevelopment Agency, on	6	correct.
6	Wednesday, February 19th, at 2:02 p.m.	7	Thank you.
7	If you could all please stand and join	8	(Council Member Salem approaches the
8	me we don't have the flag today, but we'll	9	podium.)
9	just do it anyway join me in the Pledge of	10	THE CHAIRMAN: You have to push the
10	Allegiance.	11	button. Press it and hold.
11 12	(Recitation of the Pledge of Allegiance.)	12	COUNCIL MEMBER SALEM: It's on. Okay.
12	THE CHAIRMAN: Thank you. I appreciate everybody being here. We	13	First of all, thank you for allowing me a
14	have a very full agenda, as you all know, so	14	few minutes this afternoon.
14	we'll start with introductions over here with	15	I believe we are at a critical moment for
16	you, Mr. DeVault.	16	our city and for our downtown. Over the past
17	MR. DEVAULT: Allan DeVault, DIA project	17	several weeks, I've heard from citizens,
18	manager.	18	business owners, and community leaders who have
19	MR. PAROLA: Guy Parola, DIA staff.	19	expressed concerns, like me, about the future
20	MR. McARTHUR: Wade McArthur, City of	20	of the former Interline Brands building and the
21	Jacksonville.	21	land swap.
22	MR. KELLEY: Steve Kelley, DIA, director	22	I also believe that ensuring the growth of
23	of downtown real estate and development.	23	downtown depends upon the development of the
24	MS. BOYER: Lori Boyer, CEO.	24	University of Florida graduate campus. Having
25	BOARD MEMBER WOHLERS: Scott Wohlers,	25	a successful development of this campus in our
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1	downtown is a smart investment and a project we must complete.	1 2	And the process is quite elaborate. The idea in front of you today is the swap, but it
2	With that said, I wanted to act. I have	2	wasn't the initial. We looked at other
4	sponsored legislation that will be filed today	4	opportunities. We got appraisals done. We
5	by 3:00 p.m. to secure the purchase of the	5	came to the conclusion, through DIA staff, that
6	Interline Brands property, a step that is just	6	this was the most equitable process we can go
7	not necessary but essential to ensuring the	7	through, and right from the beginning the mayor
8	long-term success of this project.	8	was insistent that we didn't need to spend any
9	With this legislation, we are reinforcing	9	more money, City money.
10 11	our commitment to responsible growth, transparency, and a development process that	10 11	We've already committed \$100 million to this effort. We have lots of property
12	prioritizes the needs of our community.	12	downtown. There was no reason for us to go
13	The bill offers the owners of the property	13	back into our coffers and come up with
14	\$4 million. I view that as a starting point.	14	additional dollars beyond the hundred million.
15	It's my hope that representatives of Gateway	15	Now, you get a lot of comments, all
16	Jax will negotiate with the City Council to	16	legitimate. You need to take them into
17	find a price that we all can agree on.	17	consideration. Some may not want the building
18	As this legislation moves through the	18 10	to be a certain height on the park area, some
19	process, I encourage continued conversation and collaboration. Together, we can ensure that	19 20	may want it very different. You have lobbyists that come to you representing different groups.
20 21	this project is not just a success but a model	20 21	It ultimately goes to Council. Council
22	for how we approach development; thoughtfully,	22	will ultimately get this, I believe, some time
23	strategically, and always with the best	23	in May, and they can deal with it as they wish
24	interest of Jacksonville in mind.	24	and see where we go from there, but we also
25	I'm happy to answer any questions you may	25	have frustrated legislators, Council members
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1	have, depending on what the Chair wants to do.	1	that want to negotiate and do what the mayor's
2	Thank you very much.	2	job is.
3	THE CHAIRMAN: Thank you, Council Member	3	So when you take away all the noise and
4	Salem.	4	you go back and look at the facts, getting
5	Any questions from any of the board	5	something done on the park space, not spending
6 7	members? BOARD MEMBERS: (No response.)	6 7	any cash, getting things done, and making the timing work we were originally talking about
8	THE CHAIRMAN: Seeing none, thank you,	8	classrooms maybe a year off from this August.
9	sir.	9	Now it's this August because the timing is
10	COUNCIL MEMBER SALEM: Thank you.	10	escalated up because of this particular
11	THE CHAIRMAN: Mr. Weinstein, if you would	11	building.
12	like to come up.	12	We think the swap is the right move. The
13	(Mr. Weinstein approaches the podium.)	13	mayor's been very involved in it and will
14	MR. WEINSTEIN: Thank you, Mr. Chair.	14 15	continue to promote that, and we don't need to
15 16	Mike Weinstein, chief of staff. A couple of comments I made, similar to	15 16	spend any cash on it. And as it goes forward, the Council can decide and try to do things
10	the other day, when there was a committee	10	later on, once it gets it in May, but right now
18	meeting.	18	it's in front of you. When you're done with
19	The mayor's been involved with this from	19	it, there will be some very specific
20	the very beginning, the site selection.	20	negotiations done, and then something will be
21	LaVilla was something that she was promoting	21	presented to Council.
22	and and influenced. That's the right place	22	It could be a little bit different than
23 24	for the city. Even though there were others	23 24	we're talking about now through the
24 25	looked for, this was the right place. She's been involved throughout the process.	24 25	negotiation. Once they get it, they will be able to deal with it. Right now, it's in your
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1	hands, and then it will be in the mayor's	1	The January 31st, 2025, Community
2	hands, and then it will go to Council.	2	Redevelopment Agency meeting minutes are
3	Thank you. Appreciate the time.	3	approved.
4	THE CHAIRMAN: Thank you, Mr. Weinstein.	4	Moving on to the consent agenda, which has
5	Any questions of Mr. Weinstein?	5	two items, do I hear a motion on the consent
6	BOARD MEMBERS: (No response.)	6	agenda?
7	THE CHAIRMAN: Thank you, sir.	7	BOARD MEMBER WOHLERS: Move to approve.
8	MR. WEINSTEIN: Thank you.	8	BOARD MEMBER HEAVENER: Second.
9	THE CHAIRMAN: Ava, if we could move on to	9	THE CHAIRMAN: Thank you.
10	public comment, please.	10	Any questions on these either of these
11	MR. HILL: I did not receive any speaker	11	items?
12	request cards.	12	BOARD MEMBERS: (No response.)
13 14	THE CHAIRMAN: Okay. Anyone wishing to speak?	13 14	THE CHAIRMAN: All right. Seeing none, we'll go around the horn.
14	AUDIENCE MEMBERS: (No response.)	14	Mr. Wohlers, how do you vote?
16	THE CHAIRMAN: All right. We will move	16	BOARD MEMBER WOHLERS: In favor.
17	forward in our agenda, which is the Community	17	THE CHAIRMAN: Ms. Fetner.
18	Redevelopment Agency portion of the agenda.	18	BOARD MEMBER FETNER: In favor.
19	Are there any Form 8B voting conflict	19	THE CHAIRMAN: Mr. Heavener.
20	disclosures from board members?	20	BOARD MEMBER HEAVENER: In favor.
21	Sondra.	21	THE CHAIRMAN: Ms. Caffey.
22	BOARD MEMBER FETNER: To the Chair, I have	22	BOARD MEMBER CAFFEY: In favor.
23	to do it for the DIA meeting. Do we wait for	23	THE CHAIRMAN: Mr. Hirabayashi.
24	that?	24	BOARD MEMBER HIRABAYASHI: In favor.
25	THE CHAIRMAN: Yes, ma'am. We'll wait.	25	THE CHAIRMAN: Mr. Hooper.
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4	10		12 BOARD MEMBER HOOPER: In favor.
1	Thank you. One more thing real quick, our court	1	THE CHAIRMAN: And I, too, am in favor, so
3	reporter is in a different room, given the	3	the consent agenda passes unanimously.
4	audio issues in this room. So if you could	4	Thank you very much.
5	help me remember to state your name if you	5	Moving on to Item 3D, Resolution
6	make a motion, state your name when you make a	6	2025-02-01, Site A and Site B disposition. It
7	second so that she can ensure accuracy in her	7	appears we have some handouts, so I'll turn it
8	reporting. I'll try to do the same.	8	over to Ms. Boyer to walk us through this.
9	So moving on to 3B, the January 31, 2025,	9	Thank you.
10	Community Redevelopment Agency meeting minutes,	10	MS. BOYER: Thank you, Mr. Chairman.
11	approval.	11	And in the interest of brevity, some of
12	Do I hear a motion?	12	these comments are going to apply to multiple
13	BOARD MEMBER HEAVENER: Move to approve.	13	resolutions.
14	BOARD MEMBER HIRABAYASHI: Second.	14	For those of you who were not in
15	THE CHAIRMAN: Thank you.	15	attendance at the REPD meeting last week, there
16	Any questions, corrections, comments on	16	were several motions adopted to make amendments
17 18	the meeting minutes? BOARD MEMBERS: (No response.)	17 18	to the various resolutions that are dispositions to the University of Florida that
18	THE CHAIRMAN: Seeing none, we'll do a	18	included changing some of the whereas clauses
20	collective vote.	20	to reference the LaVilla catalyst site, adding
20	All those in favor, signify by saying aye.	20	a provision about streetscape maintenance and
22	BOARD MEMBERS: Aye.	22	security contributions that the University
23	THE CHAIRMAN: Any opposed?	23	would either take care of that themselves or
24	BOARD MEMBERS: (No response.)	24	participate in the appropriate bid or other
25	THE CHAIRMAN: Thank you.	25	entity that is doing that.
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1	What you have before you in the clipped	1	MR. DUDAS: Sorry.
2	version are red-lined copies of the resolutions	2	Kurt Dudas, University of Florida.
3	that show where we have inserted those	3	Address is 1031 SW 131st Street, Newberry,
4	amendments.	4	Florida 32669.
5	What you have in your notebook is a black	5	I'll be brief in my remarks as I believe
6	text copy that has been that has been	6	everybody heard my comments last Thursday.
7	conformed and includes the amendments, but we	7	I would like to thank the committee for
8	did want to show you the red-lined in case	8	advancing our resolutions to the full board. I
9	anyone wanted to had questions or concerns	9	would like to acknowledge the hard work of
10 11	regarding the amendments that were made at committee.	10 11	Ms. Boyer and her staff at Downtown Investment Authority over the last several months, in
12	It did not the actual resolutions on	12	pulling all of these together for the
13	these passed out of committee, so this is	13	University of Florida.
14	coming to you as a committee recommendation.	14	We remain enthusiastic about opening a
15	So you'll see on Page 2, we're striking one	15	campus in downtown Jacksonville.
16	whereas clause; on Page 3, we're adding two	16	I'm happy to answer any questions or go
17	whereas clauses. And then if you get back in	17	through any of the information I covered last
18	Exhibit C of the resolution, on Page 13 of 18	18	week, but I will add one thing, which is a
19	is where the Streetscape and Security paragraph	19	commentary on timing at the Interline Brands
20	was added.	20	building, 801 West Bay Street.
21	Those are the only changes to the Site A	21	That will, I believe, in ten years not be
22	and B resolution from the resolution that was	22	the most important building on the downtown
23	presented at REPD.	23	campus in Jacksonville, but it's the most
24	More broadly I'm assuming everyone	24	important right now, or at least the most
25	knows what that disposition does, but if you	25	urgent because that is our initial opening
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1	would like me to do that very high level, I'm	1	site. That is where we plan to launch initial
2	happy to.	2	students, administration, and degree programs
3	THE CHAIRMAN: Fair question.	3	as early as this August, and and one
4	And I think we also want to hear from	4	additional degree program, ideally, next
5	representatives of the University of Florida,	5	January in renovated space, and then additional
6	so should we start with that or do you want to	6	degree programs next August, August of 2026.
7	walk us through first what do you think is	7	That timing is rather aggressive. You're
8 9	the best way for us to absorb all this information maybe?	8 9	real estate people; you can appreciate that. Moving students into that building this August
10	MS. BOYER: My suggestion might be to hear	10	is, I would say, very aggressive; and in
11	from the University first because I think	11	renovated space next January is an aggressive
12	theirs is a more global approach, and then we	12	timeline.
13	can get into specific resolutions.	13	And we work on an academic calendar. You
14	THE CHAIRMAN: Anybody have a qualm with	14	can imagine if you're a dean or a program
15	that?	15	director with a program in Gainesville that
16	BOARD MEMBERS: (No response.)	16	University leadership is encouraging you to
17	THE CHAIRMAN: Okay. Thank you.	17	move into the new downtown campus as early as,
18	Mr. Dudas, if you'd like to come up.	18	say, August or next January, you're all
19 20	(Mr. Dudas approaches the podium.)	19 20	we're already at deadlines. We're already at
20 21	MR. DUDAS: Thank you, Mr. Chairman, Board Members.	20 21	sort of opening applications, assigning faculty, that sort of thing. So it is an
21	I will be brief in my remarks. I made a	21	aggressive timing time horizon.
23	lot of comments last Thursday, and I think	23	And if the timing slips, you know, a
24	THE CHAIRMAN: State your name and address	24	month, two months, three months, we don't
25	for the record, please.	25	you don't push a say, a professional MBA
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1	program from January of '26 to March of '26.	1	30 days to submit other offers for this
2	You push it likely to January of '27.	2	parcel the disposition of this property.
3	So time is of the essence, and that's why	3	The terms of that disposition notice are
4	we're focused on it.	4	included and we went over those in more detail at the committee.
5 6	And, again, happy to answer any questions or go into any of the additional detail.	5 6	I believe on all of the UF resolutions
7	I would also like to just acknowledge I	7	there was a unanimous vote, but there was an
8	respect and the University of Florida	8	amendment in each case, which is why they are
9	respects the job of this board, of the mayor,	9	not on consent.
10	and the mayor's office, and of City Council to	10	THE CHAIRMAN: Thank you.
11	evaluate all options, and in your discretion,	11	So I will entertain a motion on Item 3D,
12	pick to pick the best path to get us to the	12	Resolution 2025-02-01.
13	realization of our collective goal, which is a	13	BOARD MEMBER FETNER: Move to approve.
14	thriving campus in downtown Jacksonville.	14	BOARD MEMBER HEAVENER: Second.
15	Again, we thank Ms. Boyer and her staff	15	THE CHAIRMAN: So we have a motion and a
16	and the board, and happy to answer any	16	second.
17	questions.	17 4 0	Any questions or comments on this particular resolution?
18 19	THE CHAIRMAN: Thank you, Mr. Dudas. Any questions from the members?	18 19	BOARD MEMBERS: (No response.)
20	Ms. Boyer.	20	THE CHAIRMAN: Seeing none, we will take a
21	MS. BOYER: I was just asking Mr. Dudas if	21	vote.
22	he wanted to run through his presentation. I	22	Mr. Wohlers, how do you vote?
23	saw it come up on the screen. Were there	23	BOARD MEMBER WOHLERS: In favor.
24	multiple slides?	24	THE CHAIRMAN: Ms. Fetner.
25	MR. DUDAS: I'm happy to.	25	BOARD MEMBER FETNER: In favor.
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1	18 I would take direction from the Chair or	1	20 THE CHAIRMAN: Mr. Heavener.
2	others.	2	BOARD MEMBER HEAVENER: In favor.
3	THE CHAIRMAN: Unless anything has	3	THE CHAIRMAN: Ms. Caffey.
4	changed I think we were all at the meeting	4	BOARD MEMBER CAFFEY: In favor.
5	last Thursday, and so I think seeing no	5	THE CHAIRMAN: MR. Hirabayashi.
6	questions, I think we're probably okay there,	6	BOARD MEMBER HIRABAYASHI: In favor.
7	and we'll we'll look to Ms. Boyer to walk us	7	THE CHAIRMAN: Mr. Hooper.
8	through these four resolutions.	8	BOARD MEMBER HOOPER: In favor.
9	MR. DUDAS: Okay. Thank you.	9	THE CHAIRMAN: And I, too, am in favor, so
10	THE CHAIRMAN: Thank you, sir.	10	Resolution 2025-02-01 passes unanimously.
11 12	MS. BOYER: Thank you, Mr. Chairman. So going back to Resolution 2025-02-01,	11 12	Moving on now to Resolution 2025-02-02, Ms. Boyer.
13	that is the resolution for the disposition of	12	MS. BOYER: Thank you, Mr. Chairman.
14	Sites A and B. Those are the two vacant	14	This resolution is a resolution to issue a
15	City-owned parcels in the DIA redevelopment	15	Notice of Disposition for an option to acquire
16	inventory that are located in LaVilla on	16	the convention center site.
17	opposite sides of Lee Street. One is a former	17	As you will recall, this option cannot be
18	Interline-owned property that was reacquired by	18	exercised for at least five years. It requires
19	reverter through quiet title action, and the	19	two years' advanced notice, and it requires the
20	other is an area where you see many people	20	developer to have completed a building on
21	park, adjacent to the JRTC. So those are the	21	Site A and be under construction with a building on Site B before it can exercise the
22 23	two parcels in question. This is this would resolution would	22 23	building on Site B before it can exercise the option.
23 24	authorize the publication of a Notice of	23 24	The terms of the Notice of Disposition are
25	Disposition that would give other parties	25	also included in this. This resolution,
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1	similarly, has the same amendments to the	1	requires completion of the building on
2	whereas clause and Streetscape and Security	2	Parcel A, but does not require commencement of
3	that the last resolution did. They're also	3	construction on Parcel B prior to exercise.
4	highlighted and red-lined for you so you can	4	The requirements of redevelopment, both in
5	see them. And there are no other changes in	5	the notice that would be published and in the
6	this resolution as it was presented to	6	terms of disposition to UF, require restoration
	•	-	
7	committee.	7	of the historic building, as is, from a
8	THE CHAIRMAN: Thank you, Ms. Boyer.	8	historic standpoint, but turning the inside
9	I will entertain a motion on Resolution	9	into a union terminal that has food and
10	2025-02-02.	10	beverage establishments, retail establishments
11	BOARD MEMBER HEAVENER: Move to approve.	11	that are open to the public at all times, or
12	BOARD MEMBER HIRABAYASHI: Second.	12	all business hours, and that it will have
13	THE CHAIRMAN: I have a motion and a	13	ancillary campus uses in the building and
14	second.	14	passenger rail uses, and contemplates future
15	Any questions or comments on this	15	passenger rail adjacent, and would accommodate
	particular resolution?	-	
16	•	16	those uses in the building.
17	BOARD MEMBERS: (No response.)	17	So, again, it has the two amendments that
18	THE CHAIRMAN: Seeing none, Mr. Wohlers,	18	we talked about, the whereas clause and
19	how do you vote?	19	Streetscape and Security, but it has a third
20	BOARD MEMBER WOHLERS: In favor.	20	amendment, and it has the third amendment that
21	THE CHAIRMAN: Ms. Fetner.	21	Ms. Fetner offered at committee. And I'm going
22	BOARD MEMBER FETNER: In favor.	22	to find the page number, hopefully.
23	THE CHAIRMAN: Mr. Heavener.	23	It's in the uses of the property, and this
24	BOARD MEMBER HEAVENER: In favor.	24	is on Page 10 of the resolution. So in the
25	THE CHAIRMAN: Ms. Caffey.	25	Use Limitation, it adds the three little iii's
23	•	23	
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1	BOARD MEMBER CAFFEY: In favor.	1	saying, "expressly including the train station
1 2		1 2	
	BOARD MEMBER CAFFEY: In favor.		saying, "expressly including the train station
2	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi.	2	saying, "expressly including the train station parcel project uses as described below."
2 3	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor.	2 3	saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the
2 3 4 5	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor.	2 3 4 5	saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the
2 3 4 5 6	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so	2 3 4 5 6	saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a
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2 3 4 5 6 7 8	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so that resolution, 2025-02-02, passes unanimously.	2 3 4 5 6 7 8	saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a suggested amendment. Other than that, this resolution is as
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2 3 4 5 6 7 8 9 10	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so that resolution, 2025-02-02, passes unanimously. Before we move on, I want to recognize Council Member Arias for joining us.	2 3 4 5 6 7 8 9 10	saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a suggested amendment. Other than that, this resolution is as presented with the amendments that were adopted at committee.
2 3 4 5 6 7 8 9 10 11	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so that resolution, 2025-02-02, passes unanimously. Before we move on, I want to recognize Council Member Arias for joining us. Thank you, sir, for being here. Just let	2 3 4 5 6 7 8 9 10 11	saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a suggested amendment. Other than that, this resolution is as presented with the amendments that were adopted at committee. THE CHAIRMAN: We discussed that amendment
2 3 4 5 6 7 8 9 10 11 12	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so that resolution, 2025-02-02, passes unanimously. Before we move on, I want to recognize Council Member Arias for joining us. Thank you, sir, for being here. Just let me know if you'd like to jump in and say	2 3 4 5 6 7 8 9 10 11 12	saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a suggested amendment. Other than that, this resolution is as presented with the amendments that were adopted at committee. THE CHAIRMAN: We discussed that amendment at committee as well, correct?
2 3 4 5 6 7 8 9 10 11 12 13	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so that resolution, 2025-02-02, passes unanimously. Before we move on, I want to recognize Council Member Arias for joining us. Thank you, sir, for being here. Just let me know if you'd like to jump in and say anything. Happy to recognize you.	2 3 4 5 6 7 8 9 10 11 12 13	saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a suggested amendment. Other than that, this resolution is as presented with the amendments that were adopted at committee. THE CHAIRMAN: We discussed that amendment at committee as well, correct? MS. BOYER: You did, and you voted on it.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so that resolution, 2025-02-02, passes unanimously. Before we move on, I want to recognize Council Member Arias for joining us. Thank you, sir, for being here. Just let me know if you'd like to jump in and say anything. Happy to recognize you. COUNCIL MEMBER ARIAS: Thank you. THE CHAIRMAN: Moving on now to Item 3F, Resolution 2025-02-03, train station disposition of option. Ms. Boyer.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a suggested amendment. Other than that, this resolution is as presented with the amendments that were adopted at committee. THE CHAIRMAN: We discussed that amendment at committee as well, correct? MS. BOYER: You did, and you voted on it. THE CHAIRMAN: Thank you. I will entertain a motion on Resolution 2025-02-03. BOARD MEMBER FETNER: Move to approve. BOARD MEMBER WOHLERS: Second.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so that resolution, 2025-02-02, passes unanimously. Before we move on, I want to recognize Council Member Arias for joining us. Thank you, sir, for being here. Just let me know if you'd like to jump in and say anything. Happy to recognize you. COUNCIL MEMBER ARIAS: Thank you. THE CHAIRMAN: Moving on now to Item 3F, Resolution 2025-02-03, train station disposition of option. Ms. Boyer. MS. BOYER: Thank you, Mr. Chairman.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a suggested amendment. Other than that, this resolution is as presented with the amendments that were adopted at committee. THE CHAIRMAN: We discussed that amendment at committee as well, correct? MS. BOYER: You did, and you voted on it. THE CHAIRMAN: Thank you. I will entertain a motion on Resolution 2025-02-03. BOARD MEMBER FETNER: Move to approve. BOARD MEMBER WOHLERS: Second. BOARD MEMBER CAFFEY: Second.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so that resolution, 2025-02-02, passes unanimously. Before we move on, I want to recognize Council Member Arias for joining us. Thank you, sir, for being here. Just let me know if you'd like to jump in and say anything. Happy to recognize you. COUNCIL MEMBER ARIAS: Thank you. THE CHAIRMAN: Moving on now to Item 3F, Resolution 2025-02-03, train station disposition of option. Ms. Boyer. MS. BOYER: Thank you, Mr. Chairman. This resolution relates to a Notice of	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a suggested amendment. Other than that, this resolution is as presented with the amendments that we're adopted at committee. THE CHAIRMAN: We discussed that amendment at committee as well, correct? MS. BOYER: You did, and you voted on it. THE CHAIRMAN: Thank you. I will entertain a motion on Resolution 2025-02-03. BOARD MEMBER FETNER: Move to approve. BOARD MEMBER WOHLERS: Second. BOARD MEMBER CAFFEY: Second. THE CHAIRMAN: I'm sorry? Two at once
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so that resolution, 2025-02-02, passes unanimously. Before we move on, I want to recognize Council Member Arias for joining us. Thank you, sir, for being here. Just let me know if you'd like to jump in and say anything. Happy to recognize you. COUNCIL MEMBER ARIAS: Thank you. THE CHAIRMAN: Moving on now to Item 3F, Resolution 2025-02-03, train station disposition of option. Ms. Boyer. MS. BOYER: Thank you, Mr. Chairman. This resolution relates to a Notice of Disposition for an option to acquire the historic train station building. As we discussed at committee, this also cannot be exercised for five years. It requires two years' advanced notice, but and	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a suggested amendment. Other than that, this resolution is as presented with the amendments that were adopted at committee. THE CHAIRMAN: We discussed that amendment at committee as well, correct? MS. BOYER: You did, and you voted on it. THE CHAIRMAN: Thank you. I will entertain a motion on Resolution 2025-02-03. BOARD MEMBER FETNER: Move to approve. BOARD MEMBER CAFFEY: Second. THE CHAIRMAN: I'm sorry? Two at once there. BOARD MEMBER CAFFEY: Second. THE CHAIRMAN: All right. We have a motion and a second. Any questions or comments on this
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper. BOARD MEMBER HOOPER: In favor. THE CHAIRMAN: And I, too, am in favor, so that resolution, 2025-02-02, passes unanimously. Before we move on, I want to recognize Council Member Arias for joining us. Thank you, sir, for being here. Just let me know if you'd like to jump in and say anything. Happy to recognize you. COUNCIL MEMBER ARIAS: Thank you. THE CHAIRMAN: Moving on now to Item 3F, Resolution 2025-02-03, train station disposition of option. Ms. Boyer. MS. BOYER: Thank you, Mr. Chairman. This resolution relates to a Notice of Disposition for an option to acquire the historic train station building. As we discussed at committee, this also cannot be exercised for five years. It requires two years' advanced notice, but and Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 saying, "expressly including the train station parcel project uses as described below." As we talked about, the restricted uses, someone could argue, did not include all of the things that we're required to do under the train station project, so that had been a suggested amendment. Other than that, this resolution is as presented with the amendments that were adopted at committee. THE CHAIRMAN: We discussed that amendment at committee as well, correct? MS. BOYER: You did, and you voted on it. THE CHAIRMAN: Thank you. I will entertain a motion on Resolution 2025-02-03. BOARD MEMBER FETNER: Move to approve. BOARD MEMBER WOHLERS: Second. BOARD MEMBER CAFFEY: Second. THE CHAIRMAN: I'm sorry? Two at once there. BOARD MEMBER CAFFEY: Second. THE CHAIRMAN: All right. We have a motion and a second. Any questions or comments on this Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203

	f Jacksonville		February 19, 2025
Comm	nunity Redevelopment Agency 25		Uncertified Condensed Copy 27
1	particular resolution?	1	the property is going to be acquired by the
2	BOARD MEMBERS: (No response.)	2	City. It doesn't say how. And the disposition
3	THE CHAIRMAN: Seeing none, Mr. Wohlers,	3	to the University of Florida is contingent upon
4	how do you vote?	4	the fact that the City is going to acquire this
5	BOARD MEMBER WOHLERS: In favor.	5	property.
6	THE CHAIRMAN: Ms. Fetner.	6	So what you'll see in the first page is
7	BOARD MEMBER FETNER: In favor.	7	you see that added language, "contingent upon
8	THE CHAIRMAN: Mr. Heavener.	8	acquisition thereof by the City, which property
9	BOARD MEMBER HEAVENER: In favor.	9	would be upon acquisition" "redevelopment of
10	THE CHAIRMAN: Ms. Caffey.	10	property," et cetera.
11	BOARD MEMBER CAFFEY: In favor.	11	So we've eliminated the language about
12	THE CHAIRMAN: Mr. Hirabayashi.	12	"proposed to be conveyedpursuant to
13	BOARD MEMBER HIRABAYASHI: In favor.	13	Resolution -04." There's no need to put that
14	THE CHAIRMAN: Mr. Hooper.	14	reference in the UF disposition resolution.
15	BOARD MEMBER HOOPER: In favor.	15	Similarly, over on Page 2, where the
16	THE CHAIRMAN: And I, too, am in favor.	16	whereas clause referenced that it would be
17	Resolution 2025-02-03 passes unanimously.	17	conveyed pursuant to an exchange relating to
18	Thank you.	18	-04, we've eliminated the reference to the
19	Moving on to Item 3G, Resolution 2025-02-05.	19	exchange and simply says it is going to be
20 21	Ms. Boyer.	20 21	acquired. The changes on Page 3 are the same whereas
21	MS. BOYER: Thank you, Mr. Chairman.	21	clause references that you approved in
22	This is the disposition to the University	22	committee.
23	of Florida of the 801 West Bay property, which	23	If you go to Page 5, you will see the
25	is contingent upon its acquisition by the City,	25	insertion in Section 2 of, "and contingent upon
20	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203	20	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
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1	but the resolution would allow us to publish a	1	its acquisition," simply acknowledging that we
2	Notice of Disposition that would give us the	2	can't dispose of something until we acquire it.
3	authority to convey it to the University of	3	Section 3 is making it clear that we are
4	Florida in the future, if we don't receive	4	immediately publishing this Notice of
5	other competing bids that are better in in	5	Disposition for the University of Florida,
6	offer.	6	following board action.
7	So we, again, are publishing a notice for	7	And if you go over to the exhibits I'm
8	30 days to allow other bidders to bid on the	8	looking to see if the Streetscape and
9	801 West Bay property. And at the close of	9	Security change is on Page 11 of 15. And I
10	that period, we could then proceed with our redevelopment agreement for a disposition of	10	believe that is the only other change in this from the version that was presented at
11 12		11 12	from the version that was presented at committee.
12	that property to the University of Florida. It has the same amendments in it that were	12	Happy to answer any further questions
14	made at committee, but, in addition, it has a	14	about that if you have any. I think they're
15	number of other amendments that I am	15	pretty straightforward.
16	suggesting, based on the conversation at	16	THE CHAIRMAN: So we do have changes here
17	committee and the conversations subsequent to	17	that were not considered by the committee, so
18	that.	18	we'll need a motion on the resolution, and then
19	The University of Florida has seen those	19	to deal with the amendments that were not
20	changes and they are acceptable to them, and so	20	considered by the committee; is that correct?
21	I'd like to walk through that with everyone.	21	MS. BOYER: That's correct.
22	That's why if you'll look at your red-lined	22	THE CHAIRMAN: Okay. So I will entertain
23	copy, what we did is we eliminated all	23	a motion on Resolution 2025-02-05.
24	references in this resolution to the swap. So	24	BOARD MEMBER HEAVENER: Move to approve.
25	this resolution only references the fact that	25	BOARD MEMBER WOHLERS: Second.
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1	THE CHAIRMAN: Okay. We have a motion and	1	BOARD MEMBERS: Aye.
2	a second on the resolution.	2	THE CHAIRMAN: Any opposed?
3	Would anyone like to move the amendments	3	BOARD MEMBERS: (No response.)
4	that were not included in the committee's vote	4	THE CHAIRMAN: So the amendment passes.
		-	•
5	for consideration?	5	Any additional questions on the resolution
6	BOARD MEMBER CAFFEY: Move to approve.	6	as a whole?
7	BOARD MEMBER HEAVENER: Second.	7	BOARD MEMBERS: (No response.)
8	THE CHAIRMAN: So I have a motion and a	8	THE CHAIRMAN: Seeing none, Mr. Wohlers,
9	second on the amendments.	9	how do you vote?
			•
10	Any questions of Ms. Boyer or anyone else	10	BOARD MEMBER WOHLERS: In favor.
11	on the amendments themselves?	11	THE CHAIRMAN: Ms. Fetner.
12	BOARD MEMBER HOOPER: Through the Chair, I	12	BOARD MEMBER FETNER: In favor.
13	need to make a conflict, 8B, just an	13	THE CHAIRMAN: Mr. Heavener.
14	announcement on this, as my company Matthews	14	BOARD MEMBER HEAVENER: In favor.
15	Real Estate, has a retired agreement with JWB	15	THE CHAIRMAN: Ms. Caffey.
16	Companies to facilitate a land sale within	16	BOARD MEMBER CAFFEY: In favor.
_	•		
17	Duval County that has a tail on it of six	17	THE CHAIRMAN: Mr. Hirabayashi.
18	months. It is a retired agreement.	18	BOARD MEMBER HIRABAYASHI: In favor.
19	I've talked with Mr. Sawyer, and he has	19	THE CHAIRMAN: Mr. Hooper.
20	advised that I am able to vote on this one, and	20	BOARD MEMBER HOOPER: In favor.
21	it applies to the next one as well.	21	THE CHAIRMAN: And I, too, am in favor, so
22	THE CHAIRMAN: Okay. Thank you,	22	Resolution 2025-02-05, as amended, passes
23		23	unanimously.
	Mr. Hooper.		•
24	Anyone else on the amendments?	24	Thank you very much for that.
25	BOARD MEMBER HIRABAYASHI: Just to be	25	Okay. So that's it for the University of
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1	clear on this, so if we approve this amendment,	1	Florida resolutions.
1		1 2	
2	we still have the other amendments to consider?	2	We will move on now to the remaining two
2 3	we still have the other amendments to consider? And and I know you have a couple more, Lori.	2 3	We will move on now to the remaining two resolutions, and I'd like to invite
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1	I think it we've mentioned it before,	1	could not close until the third quarter of last
2	but I just want to emphasize that that we	2	year.
3	hope that we can come to a fair resolution with	3	But I did want to just mention that we
4	the board today, but most importantly, we look	4	we found a tremendous amount of value and
5	forward to the incredible things that the	5	I'm going to get into here in a second why that
6	University of Florida can do for us downtown.	6	is in 801 Bay Street.
7	So coming out of the last meeting, we had a couple of a couple of follow-ups, and so	7 8	Next slide. I passed out an appraisal that CBRE
8 9	we're going to focus on those today.	9	completed for us in last month, in January,
10	The first thing that I wanted to mention	10	and I'm going to walk through their findings on
11	regarding the site and our interest in it I	11	that.
12	know this came up briefly last week, but we	12	First of all, let's let's just discuss
13	wanted to put a fine point on it.	13	the site itself. So you we talked probably
14	We initially made an offer, off-market,	14	at length about the 38,000-square-foot existing
15	after a real estate broker approached us on	15	office building on the site. Interline Brands
16	this site over a year ago, last January. At	16	had recently upgraded that. They sold us [sic]
17	that time, we had just as much information as	17	to the sold us the building as is, and they,
18	everybody about where the University of Florida	18	in fact, include all the FF&E, so they
19	might go. And at that point in time, I believe	19	they you know, they handed us the keys,
20 21	it was the fairgrounds and LaVilla. For a while, we had we had hoped that	20 21	essentially, as it was when they left it. We found value both in the opportunity to
21	they would go to it had publicly been	21	have a 38,000-square-foot office building on
23	announced as their third location, FSCJ. As	23	two levels, so big blocks of space and a
24	you can see, we own we own a lot of real	24	development opportunity.
25	estate up in that area.	25	So if we go to the next slide, we have
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
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	34		36
1	However, this deal was so good, we	1	we've superimposed a couple of plans here.
2	believed, and it was adjacent to a city block that we own, which is highlighted in blue it	2 3	When we underwrote this project, in addition to the 38,000-square-foot office
4	says "Gateway Future Phase" a half city	4	building, our plans included 230 multifamily
5	block that we own, just to the north, and	5	units. We think we could probably squeeze more
6	and I don't believe these have been made public	6	on there, but for the sake of argument, we
7	before, but I think it's important that we note	7	think 230 fits very well, comfortably, and that
8	it today and then about a quarter of a block	8	also allowed us to do 30,000 square feet of
9	that we own, all within you know,	9	retail along Jefferson, and potentially some on
10	immediately adjacent to less than a five-minute	10	Forsyth.
11	walk away.	11	If we were to pursue this effort, we would
12 13	And when we purchased this site, our view was that it was a great buy, regardless of	12 13	need to replace at least some of the office parking that's on that surface parking lot.
13	where the University of Florida located. It	13	All of the parking today for the office
14	although it's not the easiest walk,	14	building is on that surface parking lot. And
16	theoretically, you could walk over to Brooklyn	16	the market for parking, arguably although a
17	and get to the Whole Foods and the Fresh	17	lot of places in the core of downtown can't get
18	Market, but certainly it's bikeable and it's a	18	this is about four per thousand four,
19	very, very short Uber or car ride. It also has	19	even five per thousand in some areas on the
20	a fantastic location in relation to the Central	20	south side.
21	Business District, and is, in most cases, less	21	So our benefit, we thought, and our
22	than a half mile walk from the rest of our real	22	advantage was to be able to offer a large
23 24	estate. So we closed in the fall of last year, for	23 24	amount of parking in large, contiguous spaces with this office building and have the option
24 25	a number of reasons, including that the owner	24 25	to do a multifamily building with retail in the
23	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203	20	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
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1	future.	1	is normal in a mixed-use environment.
2	So we made a plan, and it was about at	2	Are there any questions so far about the
3	that time, after we closed, when we started to	3	methodology?
4	move forward on strategy, that we were	4	THE CHAIRMAN: Any questions?
5	approached with with this idea, a couple	5	BOARD MEMBERS: (No response.)
6	months after that.	6	MR. MOLL: So the one one other thing
7	And if we go to the next slide, the the	7	I'll just mention, because we assumed we did
	appraisal if I can turn your attention to	8	not assume. Our the appraiser assumed \$19
8		-	••
9	the executive summary on Romanette 2 Roman	9	full service in rent with about \$9 in OPEX
10	numeral 2 I think it's 2. It's actually	10	or \$8 in OPEX. That was the the income
11	just Page 2 of the executive summary.	11	approach.
12	This is just a summary of the findings of	12	There also were two other approaches that
13	the of the appraisal, the value of the	13	the appraiser took to the site. They took a
14	excess land. So that is the land the 2	14	sales comparison approach, in which they looked
15	roughly 2-plus acres of land that we would have	15	at other stabilized assets and looked at their
16	outside of the office building was worth, in	16	trades. And then on the third, they also
17	the opinion of the appraiser at CBRE,	17	looked at replacement cost.
18	3.9 million. And that ends up being just over	18	The stabilized sales comparison approach
19	1.9 million an acre, which is pretty fair when	19	ended up coming in at about 5.6 million as
20	you look at the comps of the area, which most	20	well. The replacement cost value came in at
21	trades have been north of 2 million recently.	21	about 6.2 million.
22	But, in general, in around that area,	22	So the the opinion of value on a
23	we felt like that was a very fair number.	23	stabilized basis that the appraiser gave to us
23 24	-		
	We in addition to that, the value of	24	as part of this report, which you have now in
25	the office building, triangulated, but which	25	front of you, they indicated that the value of
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	38		40
1	I'll get into in a second was 5.6 million,	1	the site they actually indicated that the
-		-	
2	which is pretty close, I believe, to what the	2	value of the site was worth more than 8-, but
2	which is pretty close, I believe, to what the	2	value of the site was worth more than 8-, but
2 3	which is pretty close, I believe, to what the City's opinion of value is was, for the	2 3	value of the site was worth more than 8-, but we've deducted the parking, which I think is a
2 3 4	which is pretty close, I believe, to what the City's opinion of value is was, for the for the office building itself. I can't speak to that to the City's appraisal, but I	2 3 4	value of the site was worth more than 8-, but we've deducted the parking, which I think is a fair thing to do, to deduct the cost of the parking, so they they came in at a little
2 3 4 5	which is pretty close, I believe, to what the City's opinion of value is was, for the for the office building itself. I can't speak to that to the City's appraisal, but I believe it was pretty close to that for the	2 3 4	value of the site was worth more than 8-, but we've deducted the parking, which I think is a fair thing to do, to deduct the cost of the parking, so they they came in at a little bit larger than that. We have, then, backed
2 3 4 5 6 7	which is pretty close, I believe, to what the City's opinion of value is was, for the for the office building itself. I can't speak to that to the City's appraisal, but I believe it was pretty close to that for the office building itself.	2 3 4 5 6	value of the site was worth more than 8-, but we've deducted the parking, which I think is a fair thing to do, to deduct the cost of the parking, so they they came in at a little bit larger than that. We have, then, backed out the cost of the parking that we need to
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		1	Uncertified Condensed Copy
1 2 3 4 5 6 7 8 9 10 11 12 13	41 appraisal? MS. BOYER: Through the Chair to Mr. Hirabayashi, the City appraisal that we have is appraising the building as currently developed and site, as currently developed, and so it is not looking at redevelopment potential of the vacant parking lot and building a new parking garage. It is simply looking at, you have an office building and you have a parking lot, and valuing that, looking at an office tenant moving into the office building. That's how it came up with 5.6. You also have the property appraiser's current	1 2 3 4 5 6 7 8 9 10 11 12 13	43 We truly believe and in my years of experience, I fully believe that something something needs to be built in that area for activation, whether it's us, hopefully, or someone else. I believe someone something needs to be built there, and I believe that the City has verified that through their own studies, the DIA has, that that having activation on that site is important, primarily because the Wells Fargo building One Independent Drive, sorry, just to the north, does not have any ground-floor retail. In fact, it's got it's set back pretty far and
14	value of 5.5.	14	it has an off an off-ramp or a down-ramp
15	THE CHAIRMAN: Any other questions on the	15	down to the parking garage on Laura, and
16	value discussion?	16	actually has a pull-in drive along Independent
17	Mr. Hooper.	17	Drive, things that are probably not going to go
18	BOARD MEMBER HOOPER: Through the Chair,	18	away any time soon.
19	do you have an appraisal or a cost estimate per	19	The VyStar building also has some
20	space currently or is \$20,000 just	20	inward-facing retail, but no external-facing
21	(Simultaneous speaking.)	21	retail, and then a parking garage next to it.
22	MR. MOLL: (Inaudible.)	22	And then you have the One Enterprise Center
23	Yes, we we do. We have a couple of	23	next to that, and then the Performing Arts
24	parking garages that that we own in the	24	Center next to that as you kind of do the
25	North Core that we're that we've provided	25	opposite pin counter-clockwise pinwheel.
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		MadamCourtReporter.com
	42		44
1 2 3 4 5 6 7 8	42 we have a price to be refurbished, but then we also just priced it brand new, precast parking garage, all within the North Core. So we have a hard bid for \$20,000 a space on that parking garage. THE CHAIRMAN: Any others on this issue? BOARD MEMBERS: (No response.) THE CHAIRMAN: Go ahead, Mr. Moll.	1 2 3 4 5 6 7 8	And in my in my professional view, and in you know, and I believe also in the work that the City has done, that potentially is an issue because you don't have any activation from retail, food and beverage, a hotel, other things that could provide the type of not just sort of monthly or, you know, a biannual event that's going to drop people there because
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Comn	nunity Redevelopment Agency		Uncertified Condensed Copy
	45		47
1	is Armature Works, which is along the	1	very well as part of this project.
2	Hillsborough River, just on the on the	2	So, first of all, if we just if we look
3	border, essentially between the Central	3	at what we can impact or what we can build on
		-	•
4	Business District and Tampa Heights in Tampa.	4	and what we can't what you see highlighted
5	And then also Sparkman Wharf, which is a	5	now is actually part of a construction contract
6	project that I was able to be a part of as part	6	already. So this is a this is at
7	of SPP and Water Street.	7	contracted to Haskell and it is under
8	The Sparkman Wharf and the Armature Works	8	construction.
9	projects don't have a lot of density associated	9	So we had attempted to stay outside of
10	with them, and the primary reason for that is	10	this boundary, and it probably the only
11	that they were parts of larger projects with a	11	the main area of interaction, other than just
12	lot of additional density in the I can	12	making sure that we blend the two sites
13	certainly speak for Sparkman Wharf, having	13	together, is to create a back-of-house space
14	played a part of that, and I have it on on	14	for the beer garden so that there is so you
15	knowledge of Armature Works as well that those	15	don't have loading, for example, adjacent to
16	were viewed as "lost leaders" might be too	16	the park, that that can all be taken care of
17	strong of a word, but not money-makers, but	17	in a in a loading dock that would be
18	they were viewed as amenities for the rest of	18	contained within the building.
	•		Next slide.
19	the project.	19	
20	And so in a case like Riverfront Plaza	20	We then have a sky garden terrace, which
21	where we believe some kind of activating use,	21	you're proposing in its entirety be publicly
22	like an Armature Works or a Sparkman Wharf or	22	accessible. That would include a number of
23	something like that, is important, we still	23	components, which we'll go through here in a
24	believe the density is needed to be able to	24	second.
25	justify being able to build on it. And so	25	Next slide.
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		
			MadamCourtReporter.com
	46		48
1	46 that's where what we believe is the highest and	1	48 This is the building itself, one floor of
1 2	46 that's where what we believe is the highest and best use also coincides with where the	1 2	48 This is the building itself, one floor of food and beverage, which would be which
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2	46 that's where what we believe is the highest and best use also coincides with where the	2	48 This is the building itself, one floor of food and beverage, which would be which
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2 3 4 5	46 that's where what we believe is the highest and best use also coincides with where the the RFP that DIA issued last year, is a hotel, first and foremost. And in today's environment, you need multifamily, condos or	2 3 4 5	48 This is the building itself, one floor of food and beverage, which would be which would likely be all food and beverage, and potentially the hotel lobby. You would enter the lobby off of Independent Drive, but likely
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	(where the world here the terr of the		agreement with incentives, the City has the
2	(phonetic), which would be at the top of the	2	right to repurchase.
3	at the top of the stairs, would really draw	3	And as I had mentioned, we believe that
4	people up to that space, on top of the stairs.	4	the value is \$8 million of 801 Bay Street. We
5	We have the an all-day bistro,	5	would be willing to take less to have the
6	park-view terraces and outdoor seating that	6	opportunity for 15 months to work with the
7	would wrap around the site so that you would	7	community, work with the DIA board on this
8	have views of both the park and then down	8	plan. And as such, we would lower the price
	•	-	
9	towards the water.	9	for a repurchase after 15 months to
10	Next slide.	10	6.75 million. So we, essentially, would be
11	We would have public seating and gardens,	11	taking a \$1.25 million value haircut on what we
12	and this is very similar to the flexible greens	12	believe 801 Bay is for the opportunity to do
13	that you saw in front of both Riverfront Plaza	13	this.
14	and or sorry, in front of Sparkman Wharf and	14	Furthermore, if we have not completed
15	Armature Works, would be in something in	15	or sorry, if we have not begun construction and
16	that space.	16	we have not been able to demonstrate both debt
	•		
17	And then, finally or two two more	17	and equity sources by the end of 42 months,
18	things. We have our signature full-service	18	there is a repurchase right for the City at
19	restaurant, or two, with water-view terraces up	19	that point in time too.
20	against the railing, and then this is not	20	So even if we are able to work with City
21	part of our project, but, again, we would be	21	Council on an incentives package and a
22	incorporating the back-of-house of the park	22	redevelopment agreement, there still is an
23	beer garden, which is fully designed and part	23	outside date where, if we don't start
24	of the construction contract.	24	construction, we can't just sit on the
25		25	· · · ·
25	Just a reminder on the performance	25	property.
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		MadamCourtReporter.com
	50		52
4	schedule. So the closing is planned to take	1	I think that covered everything that we
1			· •
2	place no later than December 2025. I said	2	went over last week for questions. If I missed
		2 3	· •
2	place no later than December 2025. I said likely third quarter or earlier of 2025 so that		went over last week for questions. If I missed anything on that, I'll be happy to answer it.
2 3 4	place no later than December 2025. I said likely third quarter or earlier of 2025 so that we can figure out a way to get students in 801	3 4	went over last week for questions. If I missed anything on that, I'll be happy to answer it. THE CHAIRMAN: Thank you, Mr. Moll.
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49

City of Jacksonville Community Redevelopment Agency

1

We've got this Drill Box Cafe & Bar

February 19, 2025 Uncertified Condensed Copy

1 agreement with incentives, the City has the

51

	nunity Redevelopment Agency	1	Uncertified Condensed Copy
	53		55
1	THE CHAIRMAN: Sure. You could come up,	1	revenue for the City, that we get to an ROI of
2	Mr. Dudas. I'd like to hear from	2	above 1.3.
3	Ms. Boyer, do you want to hear what he has	3	I would also note, this is all
4	to say or do you want to make a comment?	4	preliminary. We have not had the opportunity
5	MS. BOYER: Through the Chair, the	5	to work with Mr. Kelley on fine-tuning that,
6	December 20th date is in the UF documents, all	6	but we worked with him plenty for the Pearl
7	of the UF documents, and was insisted upon by	7	Square project, and we have a pretty good
8	their real estate folks to make sure they had	8	handle on on how the DIA underwrites these
9	time for due diligence. The anticipated	9	deals.
10	closing date for both sides is July, and the	10	THE CHAIRMAN: Real quick, Mr. Moll, can
11	outside closing date on all documents is	11	you also comment on the I'll just call it
12	December 20th.	12	the financial connection between the hotel
	(Mr. Dudas approaches the podium.)		
13		13	rooms and the park itself?
14	THE CHAIRMAN: Mr. Dudas.	14	We discussed this at the committee. If
15	MR. DUDAS: Yes, that's essentially what I	15	you wouldn't mind mentioning that as well. I
16	was going to say.	16	know you were listening to two people at once
17	THE CHAIRMAN: Thank you.	17	there.
18	Mr. Hooper, do you have more?	18	MR. MOLL: Yeah. Pardon me. Will you
19	BOARD MEMBER HOOPER: Do we have an idea	19	give me
20	of what the incentives would be on the ask	20	THE CHAIRMAN: Yeah, just the the
21	currently?	21	financial connection between the hotel rooms
22	MR. MOLL: Thank you for reminding me of	22	and the park programming that we discussed at
23	that.	23	the committee, if you could comment on that
24	So we we have fully underwritten the	24	again.
25	deal now. I should mention, before I get to	25	MR. MOLL: Yeah. Absolutely.
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		MadamCourtReporter.com
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1	that that we have our high-rise is part of	1	So we have also agreed in addition to
1	that, that we have our high-rise is part of	1	So we have also agreed, in addition to
2	the Pearl Square project. The N8 project went	2	both the the bed tax and then the additional
2 3	the Pearl Square project. The N8 project went out to bid in January, so we have we have	2 3	both the the bed tax and then the additional cent, the optional one cent I always get
2 3 4	the Pearl Square project. The N8 project went out to bid in January, so we have we have trade values and proposed G&Ps from two	2 3 4	both the the bed tax and then the additional cent, the optional one cent I always get this the name wrong, but surcharge, we
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	it's going to take, likely, from the moment we close, anywhere from 18 to 24 months for design entitlement, which includes all the incentive negotiations. This is my this is put the performance schedule aside. This is what it will take to build the building, we believe. Eighteen months at best. Probably somewhere between 18 and 24 months to do full design entitlement, engineering. We will have the time between now and closing to be able to do due diligence, and there's a decent amount of work that we can do to actually get going so that and maybe even a little bit of design work if we're willing to go at risk, but we'll be prepared to move forward quickly on this. And after 24 and that includes also You know, there is a time period, after we go out for G&P, that we'll solicit term sheets from debt so that you know, call it somewhere in between 18 and 24 months we're able to start construction. Construction of a building like this would likely take probably about 30 months. There's Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 9 20 21 22 23 24 25	know, beautiful renderings. We see the cost of the project. And what we see at the DIA board level is these figures, and then what we see is there's a a gap. And what we're hearing is that we can't make this deal work, cannot provide a return on for investors that makes it attractive without having it close through these incentives, REV Grant, plus completion grant. What I don't see is a lot of transparency here. You know, I'm used to seeing, you know, more detail. If you're going to make an ask for \$20 million for a completion and, you know, how many million in REV Grants, which is probably a pretty good chunk also, but You know, we don't have any transparency to you know, what does a market study look like? Does this project make sense? You know, have the numbers been run? What do the numbers look like? Do the is the financing lined up? Is this even attractive to a lender when you put your capital stack together? And all those components so are we even talking about incentives with no context about a deal that may or may not happen? Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com 58		MadamCourtReporter.com
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grant of \$20 million, and -- so we see, you

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MS. TRIMMER: Sure.

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1	THE CHAIRMAN: Because this dovetails into	1	he is looking at IRR, he's looking at all of
2	a question I wanted to ask Ms. Boyer because	2	those things to determine whether there's a
3	from where I sit and I appreciate your	3	legitimate gap and a need for an incentive at
4	comments, and I have those concerns, but that's	4	the point in time we are deciding on an
5	not where we are today, right?	5	incentive amount.
6	So if Lori, if you could remind us, you	6	My understanding was this committee, last
7	know, what we're looking at today and what will	7	week, asked for a maximum "not to exceed"
8	be coming before us in the future as this deal	8	incentive number, and that is what the
9	progresses, as we move forward in our process,	9	developer has provided. Not that there's any
10	I think it would be helpful for us all to hear	10	commitment to that number or that we have
11	what we will be doing next, should this disposition because that's where we are.	11 12	any that we have seen or underwritten any of the backup to that. That's still a process to
12 13	We're not in a development agreement. We're	12 13	come. It's just a if you wanted to quantify
14	not in an incentive package.	14	a maximum "not to exceed" number, we asked them
15	If you could just kind of lay the	15	to provide that, and they have.
16	groundwork there, I think that would be helpful	16	THE CHAIRMAN: Thank you, Ms. Boyer.
17	for us all to hear.	17	I felt that was important for us to
18	And then, Cyndy, I'll give you a shot.	18	recognize, that those at this table and
19	MS. BOYER: Thank you, Mr. Chairman.	19	standing at the podium have much work to do on
20	You are correct, this is a request to	20	an incentive package. And, in fact, the the
21	authorize a Notice of Disposition. That's the	21	numbers that are provided are ones that we
22	portion of the swap that is before you.	22	asked for at the committee level, so we have a
23	In response and in the initial	23	rabbit hole to go down for sure.
24	documents that were prepared, we were very	24	I don't necessarily think today, on that
25	clear that there would be a separate request	25	particular part of it, is the day to do it, but
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1	and approval process for any incentives that	1	we we did ask for this information, and
2	would come later in the process at the point in	2	and that's what they provided, but there is a
3	time as you heard, I think it's 15 months	3	ton of work still to be done, including the
4	that that has to be submitted before that, and	4	transparency and the underwriting on it, and we
5	achieved.	5	will all be here again to do that in the
			-
6	And the issue there is the kind of	6	future.
7	documentation you're talking about. The	7	Mr. Hirabayashi.
7 8	documentation you're talking about. The underwriting that you are looking to is exactly	7 8	Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: Yeah, and I
7 8 9	documentation you're talking about. The underwriting that you are looking to is exactly what we do do when we receive an incentive	7 8 9	Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: Yeah, and I understand that. And what I was you know,
7 8 9 10	documentation you're talking about. The underwriting that you are looking to is exactly what we do do when we receive an incentive request. And you will see Mr. Kelley provides	7 8 9 10	Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: Yeah, and I understand that. And what I was you know, aside from that, I'm in the support of the
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1	you know, we're just as far as I'm	1	So what I see is, the land swap and the
2	concerned, from my standpoint, just taking a	2	University of Florida deal are two completely
3	lot of this stuff at face value.	3	separate items.
4	THE CHAIRMAN: Mr. Heavener.	4	The disposition of 801 compared to giving
5	BOARD MEMBER HEAVENER: Less on the last	5	a 15-month option on a site with a five-year
6	point, but one of the reasons why I was asking	6	time horizon after that, but the numbers are
7	the time frame and I don't know who asked	7	just not they're not there.
8	for the "not to exceed" amount, but one of the	8	And in the packet that we've been
9	questions for me, from a budget and finance	9	provided, it says that if we do go out to
10	point of view, is, can we actually fund this	10	public bid, the other bidders must also
-	through our budget?	11	•
11			demonstrate the requisite experience for such
12	So having that kind of time frame that	12	acquisition and use and also demonstrate
13	we're talking about, as well as the "not to	13	access to capital for the project. So we're
14	exceed 20 million," you know, is we're	14	asking other bidders to create an effective
15	looking at I think the budget for next year	15	pro forma, but we haven't asked that here, and
16	we had at our disposal was \$12-and-a-half	16	we haven't required that.
17	million. If we can start to allocate some of	17	That's my concern.
18	that over the next few years to this	18	THE CHAIRMAN: Thank you, Mr. Hooper.
19	One of the complaints that we've heard	19	Ms. Trimmer.
20	several times from City Council is we keep	20	MS. TRIMMER: Thank you so much.
21	passing these projects over to them. If	21	Cyndy Trimmer, One Independent Drive,
22	there's a way for us to do this without having	22	Suite 1200, on behalf of the applicant.
23	to go, once again, to City Council	23	I want to kind of give the broad picture
24	And it's a catalyst for the Urban Core.	24	of why you have the information that was put
25	Like, that that's where I was kind of	25	back in front of you today.
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1	interested in, but "not to exceed" as well	1	
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1	that underwriting. But understanding you need	1	buy it today.	
2	a level of certainty based on the real-life	2	So that is why you have the data points	
3	data that we have from the downtown market	3	that were provided to you.	
4	today which Gateway is in a better position	4	I want to be very clear, there are no	
5	to respond to and know than any other developer	5	processes being circumnavigated, and you will	
6	in the city right now we've done that	6	have full transparency and disclosure when an	
7	internal underwriting. And we are so confident	7	incentive ask is in front of you.	
8	that the ask would not exceed a \$20 million	8	THE CHAIRMAN: Thank you.	
9	completion grant that we have agreed to make	9	Any questions of Ms. Trimmer?	
_		10		
10	that a term in this legislation.	-	Mr. Hooper.	
11	We are further committed, based on all of	11	BOARD MEMBER HOOPER: So through the	
12	the work that we have done on this site, that	12	Chair, Ms. Trimmer, thank you.	
13	we can get back in front of you to go through	13	The concern that I have, though, is that	
14	the full underwriting process.	14	we're having this debate and problem because	
15	There is nothing about what is proposed	15	your client has asked for a land swap instead	
16	today that is in any way different than the	16	of, you know, the just taking a sale at	
17	process you would normally go through to grant	17	\$8 million. And so now we've got that number,	
18	an incentive. You are not committing to issue	18	\$8 million, and I think that's a variable	
19	an incentive today.	19	change to our discussion now, but it it	
20	We were further challenged knowing that	20	This issue and this problem of us rushing	
21	we can't bind Council to provide an incentive,	21	the process, hurrying through, getting	
22	what is our guarantee that you're not going to	22	someone getting Gateway Jax on board into	
23	just sit on this property and we're going to	23	A and B on the Landing site is simply due to	
24	tie it up for the next four years?	24	the ask of your client.	
25	So because of that, we have committed to a	25	MS. TRIMMER: Through the Chair, you heard	
	, Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 322	03
	(904) 821-0300		(904) 821-0300	
	MadamCourtReporter.com		MadamCourtReporter.com	
	70		72	
1	very quick schedule under which we will get in	1	Mr. Weinstein explain that there was an	
2	front of DIA and DDRB with our full	2	extensive negotiation. Your mayor determined	
3	underwriting so that Steve Kelley can do that	3	that this was the appropriate method, because	
4	magic he does, and I'm sure that he would be	4	the City has land that the CRA is charged with	
5	very happy to circulate all of that	5	putting into highest, best, productive use. So	
6	underwriting that we go through months of	6	a determination was made, with all of the	
7	debate on.	7		
8			poople in the room, not because my client	
9	And then we have further committed we		people in the room, not because my client	
	And then we have further committed, we	8	dictated the terms that this was the only	
	will get in front of Council. And we're all	8 9	dictated the terms that this was the only approach, that this was what was going to be	
10	will get in front of Council. And we're all very aware of the challenges with incentives	8 9 10	dictated the terms that this was the only approach, that this was what was going to be put in front of you.	
10 11	will get in front of Council. And we're all very aware of the challenges with incentives right now. So we are committed that, if for	8 9 10 11	dictated the terms that this was the only approach, that this was what was going to be put in front of you. THE CHAIRMAN: Thank you.	
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1	we, then, out money if we buy it less than the	1	8 ball.
2	8 million if it's not worth the 8 million	2	It's not going to impact the 801
3	today, on the repurchase?	3	disposition to UF.
4	Walk me through that. Help me. I'm	4	If it becomes an outright purchase by the
5	having a hard time there.	5	City, I think what that throws into question
6	If it's not worth because we have an	6	is, then, what and how is the ultimate
7	appraisal that was sent last Thursday that	7	disposition what I'm calling the Landing
8	values that land at \$3.2 million, on the parcel	8	parcel would be, the riverfront parcel would
9	of the Landing site. And if we're going to buy	9	be.
10	it back at 6.75 million, that's that's a	10	You can still proceed down the path of
11	delta there of \$3-and-a-half million	11	negotiating directly with Gateway and then
12	MS. TRIMMER: I follow.	12	doing your published notice at the appropriate
13	BOARD MEMBER WOHLERS: that we would	13	time, or you can do much more of kind of an
14	still be out as a City, and so that's why I'm	14	open building process where you continue to
15	asking that question of you've had the	15	negotiate, if you choose to, but that you
16	appraisal done. It's it's not an ask	16	you literally are throwing the door open to any
17	it's not a discounted rate for us to repurchase	17	developer who may wish to develop the site in
18	an asset that we have appraised at a higher	18 10	a more of a competitive process.
19	value than what it's appraised at, is what I'm	19	THE CHAIRMAN: Thank you.
20 21	getting at. MS. TRIMMER: Through the Chair, the	20 21	Lori. MS. BOYER: To the board, I was kind of
21	purchase price for 801 Bay today would be	21	asked this question differently, not directly
22	8 million. What we are saying is, if for any	22	relating to the proposed the legislation
23	reason the swap is not successful because we	23 24	that has been filed, but I was asked by the
25	are not able to obtain approvals, we would void	25	University of Florida and to kind of work a
23	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203	25	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
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1	the swap, in essence, and the purchase price	1	timeline and "what if" scenarios to try to
2	for 801 would end up being 675	2	understand what the implications are of
3	Is that	3	different things happening.
4	BOARD MEMBER WOHLERS: (Off microphone.)	4	The CRA board is the only agency that can
5	MS. TRIMMER: Okay. Thank you.	5	issue a Notice of Disposition. So in that
6	I just wanted to make sure I understood	6	regard, if you don't authorize a Notice of
7	the question.	7	Disposition on the swap parcel, that notice
8	THE CHAIRMAN: Everybody's good for right	8	can't be published, that notice can't happen,
9	now, so, Ms. Boyer, Mr. Sawyer, what I wanted	9	the swap property cannot be used for
10	to ask you all I want to acknowledge Council	10	consideration.
11	Member Salem's earlier statements that he	11	If you authorize that and then
12 13	intends to file legislation. So strictly	12 13	simultaneously there is legislation that provides funding for the purchase of it
13	procedurally not getting into a substantive		
1/	procedurally, not getting into a substantive debate, but, procedurally, when that		
14 15	debate, but, procedurally, when that	14	ultimately, this is going to come down to
15	debate, but, procedurally, when that legislation is filed, can you talk about any	14 15	ultimately, this is going to come down to Gateway in the sense that Gateway can't sell
15 16	debate, but, procedurally, when that legislation is filed, can you talk about any impact, if there is any, to what we may be	14 15 16	ultimately, this is going to come down to Gateway in the sense that Gateway can't sell their property twice.
15	debate, but, procedurally, when that legislation is filed, can you talk about any impact, if there is any, to what we may be doing, again, procedurally, in	14 15 16 17	ultimately, this is going to come down to Gateway in the sense that Gateway can't sell their property twice. So if Gateway has if the swap is out
15 16 17	debate, but, procedurally, when that legislation is filed, can you talk about any impact, if there is any, to what we may be doing, again, procedurally, in If this board moves forward with the	14 15 16	ultimately, this is going to come down to Gateway in the sense that Gateway can't sell their property twice. So if Gateway has if the swap is out there on a Notice of Disposition to see whether
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15 16 17 18 19 20	debate, but, procedurally, when that legislation is filed, can you talk about any impact, if there is any, to what we may be doing, again, procedurally, in If this board moves forward with the disposition I mean, that legislation is filed, what might that mean, if anything?	14 15 16 17 18 19 20	ultimately, this is going to come down to Gateway in the sense that Gateway can't sell their property twice. So if Gateway has if the swap is out there on a Notice of Disposition to see whether other people respond, and we see who responds or who doesn't respond to that, and Gateway was
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-	Jacksonville Junity Redevelopment Agency		February 19, 2025 Uncertified Condensed Copy
Comm	77		79
1	Council because it's simply an authorization.	1	COUNCIL MEMBER SALEM: Thank you.
2	We don't have a redevelopment agreement yet.	2	THE CHAIRMAN: So I think it's time
3	We don't have a contract. We don't have an	3	we'll move to the resolution itself. And I
4	obligation; we have an authorization.	4	know we have some recent amendments hot off the
5	So it doesn't preclude doing the Notice	5	presses.
6	of Disposition does not preclude a simultaneous	6	Cyndy, you should probably stay up here
7	appropriation of money to purchase the	7	since, I think, a number of these came during
8	property. However, the last conversation I had	8	your discussions with Ms. Boyer and her staff.
9	with Gateway, they had not agreed to a purchase	9	So, Lori, do you want to walk us through
10	price of \$4 million. So until there is some	10	the red-line that's in front of us on
11	agreement on a purchase price between whatever	11	2025-02-04, please.
12	is proposed at Council and the seller of the	12	MS. BOYER: Thank you, Mr. Chairman.
13	property, the swap is the proposal that they	13 14	So this is going to take a little longer. It has more information. This has all it
14 15	have agreed to. That was kind of the way we got	14	is it's the version you have that says
16	So I think in terms of providing the most	16	"Original with DM edits," Driver McAfee edits.
17	security for UF, what I saw happening was is	17	So you have that to see in front of you. I'm
18	if you if you authorize the Notice of	18	trying to keep track of the different copies.
19	Disposition on the swap, that time was running.	19	If you will move through the resolution,
20	And then if Council appropriates funding or	20	again, we have attempted to show you in
21	chooses to do that, the mayor's office approves	21	red-line all of the changes from that, which
22	that, that could be an alternative.	22	was presented at committee.
23	And there's nothing that says in the	23	And when you get to the disposition pages
24	redevelopment agreement process that you	24	over in it's starting on Exhibit C, starting
25	couldn't pay for it as opposed to doing the	25	on page Exhibit D, starting on Page 13, is
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1	swap. Either one of those would be an option	1	where you get to the term sheet, and you're
2	available to Council at that time.	2	going to start to see the first principal
3	THE CHAIRMAN: Thank you, Ms. Boyer.	3	changes in this.
4	Any questions of Ms. Boyer on that	4	Up at the top of Page 15, the language at
5	comment?	5	the bottom was they agreed to take title of
6	Council Member Salem, I see that you	6	Riverfront Plaza via quitclaim, together with
7	MS. BOYER: And I'd ask Mr. Sawyer if he	7	an option on the East Landing lot, and I
8	thinks any of that is incorrect.	8	deleted the language about "subject to
9	MR. SAWYER: John Sawyer, Office of	9	additional terms and conditions found herein or
10	General Counsel.	10	as may be further negotiated in the RDA." That
11	I believe, legally, everything you said is	11	is standard language that we have in almost all
12 13	permissible and appropriate. THE CHAIRMAN: Thank you.	12 13	of our term sheets. They did not ask for that to be removed; we can put it back, but I
14	Council Member Salem.	14	removed it because I thought I was hearing
14	COUNCIL MEMBER SALEM: I just want to make	14	concerns here that we were deferring things to
16	a couple of points.	16	a future negotiation and people were
17	The bill will be introduced Tuesday night.	17	uncomfortable about it, so I was trying not to
18	If it goes through its regular six-week cycle,	18	leave some loose language in here that caused
19	we would vote on the acquisition on March 25th,	19	concern and say, no, they agreed to take that
20	but it takes two people to dance, and Gateway	20	property; that's what they agreed to.
21	would have to negotiate with us to purchase	21	The description of development pad B,
22	I said in my statement that the 4 million	22	development is the same, but I've added an
23	was a starting point. I'm not suggesting we're	23	Item 14 on Page 16 that says, "Developer's
24	going to buy it for \$4 million.	24	request for any completion grant, or other
25	THE CHAIRMAN: Understood. Thank you.	25	incentive other than a REV Grant authorized by
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1	the BID Plan, shall not exceed \$20 million and	1	option.
2	shall be payable no earlier than completion."	2	But remember, by providing the land, we're
3	So this was the committee's request, that	3	not having to provide any cash at the moment,
4	we get a maximum "not to exceed" number for the	4	and we're putting land back on the tax rolls,
5	incentive request, so I inserted that.	5	and is something and we're getting a
6	These are certainly up to board motion to	6	development that was a development that we were
7	keep in, delete, negotiate the number further,	7	hoping to achieve here, at least that was our
8	but that's what we were provided.	8	initial thoughts on the negotiation.
9	Then you'll see on Page 17, "Within	9	If you turn to Page 22, that's continuing
10	15 months of closing, developer will use	10	on, and that's dealing with, well, what if on
11	commercially reasonable efforts to obtain	11	the right of repurchase they have proceeded
12	conceptual approval [sic] and City Council	12	with construction on Riverfront Plaza, Pad B,
13	approval of legislation relating to	13	but choose to relinquish the option. And so
14	incentives."	14	what we have there is simply half of the value
15	And I will just mention, you know, based	15	as the repurchase price, which would give us
16	on Mr. Heavener's comments, we would still go	16	that land back to do another disposition of it.
17	to City Council, likely, for approval of any	17	If you go to the disposition term sheet,
18	incentives even as because it becomes part	18	what you'll see on Page 25 is we added the same
19	of a bigger package. Even if it was CRA-funded	19	repurchase price language into the disposition
20	and there was a CRA REV Grant, I think that	20	term sheet, the notice that would be published
21	would go to City Council, just because of the	21	in the newspaper, so that anyone else that
22	nature of that particular one here. Perhaps	22	would be wanting to bid on the property would
23	not, but my expectation is that it would be.	23	know that it's subject to those repurchase
24	It would require a budget, at least, on an	24	rights, if if they were providing it in
25	annual budget process. They would get to	25	terms of a swap.
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	02		04
1		1	If they provide the \$8 million outright to
1	approve whether we're putting a budget in that.	1	If they provide the \$8 million outright to purchase the 801 West Bay property, then the
2	approve whether we're putting a budget in that. And then on Page 21, under Right of		purchase the 801 West Bay property, then the
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Comm	85		87
1	we have just regular action on what's in front	1	MR. KELLEY: To the Chair, so what I would
2	of us?	2	expect is that assuming that we went forward
3	MS. BOYER: That's correct.	3	with the swap deal as it's proposed, in very
4	THE CHAIRMAN: Ms. Trimmer, do you have	4	short order I would work with Eric and Bryan
5	any comments on the red-line or on Ms. Boyer's	5	and Cyndy and members of that team, getting
6	comments? Just to make sure we're all in the	6	this information. As you've heard them say, we
7	same place and on the same page.	7	have spent hours and hours together, so they're
8	MS. TRIMMER: Through the Chair, she	8	very familiar with what I'm looking for. I
9	adequately captured everything we discussed.	9	have a very open dialogue with them.
10	THE CHAIRMAN: Thank you.	10	So assuming that we had the construction
11	Any comments from the board specific to what Ms. Boyer just walked us through? I'm	11 12	budgets and operating pro formas within a couple of weeks, I I'd love to have
12 13	happy to take, you know, general comments on	12	something in front of you either in the March
13	the resolution itself after we have a motion,	13	or April board meeting, possibly April,
14	but are there any hang-ups here?	15	possibly March would be rather tight.
16	Ms. Fetner.	16	That is kind of what I expect, but I'm not
17	BOARD MEMBER FETNER: Through the Chair to	17	sure if I'm addressing your question
18	Ms. Boyer, with the amendment on Page 13 [sic],	18	specifically.
19	where you crossed out language after you	19	THE CHAIRMAN: No, very good. Thank you.
20	crossed out "all subject to the additional	20	Ms. Fetner, I see your finger hovering.
21	terms and conditions," that part, I think you	21	BOARD MEMBER FETNER: Through the Chair to
22	still need that because it's applying to not	22	Ms. Boyer, in the right of repurchase on
23	just 801 Bay but also to the two development	23	Page 21, it's it reads a little wonky
24	pads.	24	because it's identifying the two separate
25	THE CHAIRMAN: Which page?	25	rights of repurchase, and then it defines
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1	86 BOARD MEMBER FETNER: I don' know how	1	88 little i and little two ii's.
2	you	2	And then it states, "The first right of
3	THE CHAIRMAN: I'm not seeing any changes	3	repurchase can be exercised no earlier than
4	on 13.	4	15 months." It's reading as if that's only
5	BOARD MEMBER FETNER: I'm sorry, Page 15.	5	applying to the first one, which is the option.
6	MS. BOYER: Through the Chair to	6	I know that's not the intent, but I just want
7	Ms. Fetner, I am happy to leave that language	7	to make sure that we are clear that these
8	in. I was deleting it at the request of one	8	the triggers for the repurchase apply to the
9	board member who had a concern over it, but I'm	9	performance schedule and not the option versus
10	happy for there to be a discussion and leave it	10	the the deed.
11	in. It is standard language that we use.	11	MS. TRIMMER: Through the Chair, that is
12	BOARD MEMBER HOOPER: Through the Chair,	12	the intent.
13	on Page 16, do we have an idea maybe	13	BOARD MEMBER FETNER: And then a second
14 15	Ms. Boyer or Mr. Kelley, you can tell us what the anticipated REV Grant would be for this	14 15	issue, with the expiration here so we have that the right of repurchase can be exercised
15	deal.	15	no earlier than 15 months from the date of
17	MR. KELLEY: Through the Chair, we haven't	17	closing and shall expire in 18 months. What is
18	seen any total development costs, which is	18	the (microphone failure) for that?
19	effectively what that would be. That would be	19	MS. BOYER: Through the Chair, I had
20	the starting point for that calculation. In	20	initially drafted this, and what Mr. Krechowski
21	the absence of that, we don't have an idea.	21	saw was that it began at the 15 months and it
22	THE CHAIRMAN: Mr. Kelley, when would we	22	extended until the 42 months, and it was an
23	see those costs and what process? Just to	23	open window.
24	remind us where we are and where we're headed,	24	The comments that came back from Driver
25	please.	25	McAfee was, that doesn't work for them; if they
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1	are going out and getting their financing and	1	be a longer period, but the reality is this
2	everything else, about because they now have	2	would all be spelled out in a redevelopment
3	all their approvals on incentives, they have	3	agreement, as you know. The details of how it
4	their DDRB approval, and they're getting ready	4	would be exercised, who provides notice,
5	to commence construction.	5	et cetera my our practice has always been
6	So their blue writing, as you might see,	6	that if something requires an extension or
		-	
7	came back and didn't have that timeline in it.	7	something is missing a deadline, the very month
8	It didn't have a closure timeline in it. So,	8	in which that happens, we come to the board.
9	literally, if it wasn't approved in 15 months,	9	So usually within 15 days sometimes
10	we had to exercise it in 15 months. And if it	10	it's 20 days, sometimes it's 5 days we are
11	wasn't approved at 42, we had to exercise at	11	either asking you to grant an extension,
12	42. Well, that's not practical if on the day	12	telling you that there is a default on the
13	before we find out that they didn't get the	13	timeline, whatever.
14	approval, there's no way we can act in one day,	14	So early in that process, there would be
15	which is why I was giving us 90 days, to be	15	notification to DIA. DIA would be making a
			-
16	able in each case, to be able to respond to	16	decision; yes, we're going to exercise; no,
17	whatever happened within their timeline.	17	we're not going to exercise.
18	So we have 90 days after they hit the	18	If the choice was to exercise with funds
19	15-month mark to decide whether at that point	19	available at DIA, depending on the particular
20	in time we want to exercise the right of	20	action and how it's authorized in the
21	repurchase because they didn't get the	21	redevelopment agreement, it could end there,
22	incentive approved, they're not going to move	22	because if the redevelopment agreement
23	forward, we'll take the property back.	23	authorized it and you had the funding
24	And then if we get to the 42-month part,	24	available, you could simply do it.
25	they've say they've made it past that	25	If the redevelopment agreement did not
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City of Jacksonville Community Redevelopment Agency

Comn	t Jacksonville nunity Redevelopment Agency		Uncertified Condensed Copy
	93		95
1	THE CHAIRMAN: So I have a motion and a	1	bucks. That's lower than general contingencies
	second.	2	
2			on projects like this.
3	Any comments on Resolution 2025-02-04?	3	I do not support the land swap. I support
4	Yes, ma'am.	4	getting the University of Florida their
5	MS. BOYER: Mr. Chair, if I may ask, just	5	building and working to do everything that we
6	for clarification for the record, is the motion	6	can for them.
7	on the red-lined copy as presented?	7	They know better than I do. I remember I
8	BOARD MEMBER HEAVENER: Yes.	8	had my opinions, thinking I asked Mr. Dudas,
9	THE CHAIRMAN: And, Mr. Hirabayashi, your	9	thinking we've got some open office space, it
10	second you understand?	10	would be great. It's 20, 40 students, faculty,
11	BOARD MEMBER HIRABAYASHI: Yes.	11	all that, but you know what, they've got an
12	THE CHAIRMAN: Any comments?	12	enterprise value of five-plus-billion dollars.
13	BOARD MEMBER HOOPER: So now we're	13	I think they know what they're doing, so
14	commenting not only on the well, the	14	they
15	red-line has already passed, so now we're just	15	They need this building. I believe in the
	commenting on the general		University of Florida and what they're going to
16		16	
17	THE CHAIRMAN: Nothing's passed.	17	be doing for the growth of our city.
18	BOARD MEMBER HOOPER: Wrong use of words,	18	With TOD, with the with the Skyway and
19	I guess.	19	the sprawl that can come from that and I
20	THE CHAIRMAN: What you have in front of	20	appreciate Gateway for coming in and getting a
21	you is a motion and a second on the red-line in	21	number and working together because they are
22	front of you. General comments.	22	they are a partner of our city.
23	BOARD MEMBER HOOPER: So discussion on the	23	They currently have a large incentive
24	resolution?	24	plan, a hundred million dollars I'm
25	THE CHAIRMAN: Correct.	25	rounding for the Pearl Street District, and
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		MadamCourtReporter.com
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	94		96
1		1	
_	BOARD MEMBER HOOPER: Okay. So with that,	1	they've put that together, but I do not want to
2	BOARD MEMBER HOOPER: Okay. So with that, I mean, I'm going to have to tell my fellow	2	they've put that together, but I do not want to make a quick decision that, frankly, does not
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City of Jacksonville

February 19, 2025

	97		99
1	the road, when we get into the incentive part,	1	we will propose is going to be something that
2	you know, we can vet that a little bit more.	2	everyone you know, most everyone in the city
3	I do think that just looking at the	3	can rally behind, and and that pencils for
4	numbers in front of me and going off Lori's and	4	what we've agreed with, less than \$20 million
5	DIA's figures, it looks like, you know, DIA has	5	in completion grants. And that returns an ROI
6	a slight edge on the property when you look at	6	to the City. That's how confident we are in
7	the appraisals and, you know, the value of the	7	that.
8	building, and and we're getting a little bit	8	The only other thing I would just note is,
9	more value for our property in exchange for	9	I know there's a big discrepancy in the
10	what they're swapping.	10	appraisals. I just want to reiterate it I
11	So, you know, I'd like to keep this	11	know I probably spent way too long talking
12	tightly bound. I do I would like to ask,	12	about it, but I think the biggest discrepancy
	though you know, this idea of buying it back	13	is we are allocating value to the land, and I
13			-
14	for 6.75 million you know, I struggle a bit	14	don't believe that the DIA appraisal did that.
15	with, here's a piece of property we say is	15	Oh, and then the not necessarily being
16	worth, you know, \$5-and-a-half million, you	16	altruistic with the difference in value, I will
17	know, we have to buy it back for 6.75 million,	17	say that two things. One is that what we
18	so what you know, why does it have to be	18	would do there would enhance the value of the
19	that difference? Where is the value in that?	19	rest of our real estate, especially on that
20	So I would like to, you know, hear about,	20	site because we own property literally at the
21	you know I understand you split it in half	21	other end of Laura Street, on the border of
22	from the 8 million to our appraised value, but	22	downtown, before it goes into Springfield, on
23	why are we buying back, you know, a property	23	State Street.
24	that is worth you know, we're having to pay	24	You know, we have a grocery store planned
25	another million-some-dollars for that.	25	for one of those sites, and being able to
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		MadamCourtReporter.com
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-	f Jacksonville nunity Redevelopment Agency		February 19, 2025 Uncertified Condensed Copy
Comm	101		103
1	So the questions surrounding that	1	observing I don't get to vote on this today,
2	incentive, the construction budget, the	2	but I'm not a big fan of making rash and just
3	pro forma, everything else that comes along	3	quick decisions. I like to see the whole
4	with that, while they don't they are not	4	landscape of everything, like many of you have
5	tied together, they do go hand in hand.	5	already asked for for Mr. Moll, in the
6	So what is, Ms. Boyer, the reason for the	6	package, the incentives that he's going to ask
7 8	urgency on this this matter right now? It's for the for UF to have their 40 students on	7 8	for. What I'm worried about is that, if you
9	campus, right? Is that what it is?	0 9	guys pass it and and nothing gets done of
10	MS. BOYER: Through the Chair to Council	10	it, now we are out roughly I don't know how
11	Member Arias, essentially, yes.	11	many 1.6 or whatever the difference is
12	If we don't publish the Notice of	12	between the the 5.6 and the 8 million or
13	Disposition now, then the opportunity to use	13	that you want to sell it back to us for. I
14	the land to pay for 801 West Bay slips away	14	think she said 6.7. So I just don't want to be
15	from a timing standpoint. If we publish it	15	put in that position because we don't have all
16	now, we retain that option.	16	the answers right now.
17	If I mean, as you know, I have appeared	17	MS. BOYER: Through the Chair to the
18	before you multiple times in committee where	18	Council member, rest assured, you won't be,
19	where what we're hearing is the how tight	19	inasmuch as the entire redevelopment agreement
20	the General Fund is, and how we again, this	20	would have to come to Council and would be
21 22	morning in Finance Committee there was discussion about where we can cut costs and how	21 22	coming to Council in May. At that point in time, it is fully in the
22	we cannot afford to dip into additional	22	Council's control to approve the swap, not
23	incentives; hence, the reason that there was a	23 24	approve the swap, appropriate funds for a
25	focus on providing land to purchase 801 West	25	purchase outright, if that is an agreed-upon
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		MadamCourtReporter.com
	102		104
1	Bay rather than providing cash that we didn't	1	
2	, , ,		price and you have the source of funds to do
2	have.	2	it. I mean, the all of that is at that
2 3 4	have. We have a lot of land and we are trying to	2 3	it. I mean, the all of that is at that time, and you'll have the additional
3 4	have. We have a lot of land and we are trying to make use of it and, effectively, redevelop	2 3 4	it. I mean, the all of that is at that time, and you'll have the additional information when it is before you in
	have. We have a lot of land and we are trying to make use of it and, effectively, redevelop downtown. So it it's a timing issue as it	2 3	it. I mean, the all of that is at that time, and you'll have the additional information when it is before you in legislation, as it typically is when you get a
3 4 5	have. We have a lot of land and we are trying to make use of it and, effectively, redevelop	2 3 4 5	it. I mean, the all of that is at that time, and you'll have the additional information when it is before you in
3 4 5 6	have. We have a lot of land and we are trying to make use of it and, effectively, redevelop downtown. So it it's a timing issue as it relates to UF if we want to be able to use the	2 3 4 5 6	it. I mean, the all of that is at that time, and you'll have the additional information when it is before you in legislation, as it typically is when you get a redevelopment agreement. You'll have the whole
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			Oncertified Condensed Copy
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1	entirety of the changes that you see in front	1	notice has to be on the street gets pushed back
2	of you, and it was seconded.	2	and it creates a problem with the UF closing.
3	MS. BOYER: And through the Chair to	3	If we do publish the notice, we go into a
4	Councilman Arias, Ms. Fetner is will	4	30-day quiet period where I cannot talk to
5	certainly be in order when it if she would	5	Gateway. So there's nothing to say that
	-		
6	like to make a motion, to make those changes as	6	30 days from now, after the notice period has
7	it comes to her because the language, as it was	7	closed, I can talk to Gateway and have further
8	handed out, is what is on the floor right now.	8	conversations.
9	THE CHAIRMAN: Thank you, Mr. Arias.	9	
	• •	-	Again, if you look this is an
10	Mr. Wohlers.	10	authorization to publish the notice and an
11	BOARD MEMBER WOHLERS: Thank you.	11	authorization to allow the swap it
12	Just so I I'm just still trying to	12	doesn't mean that we are required to do it.
			-
13	digest this too.	13	It's not a mandate. The board is not mandating
14	So let's say we move forward and we pass	14	or directing. It's authorizing the publication
15	the land swap agreement today and we heard	15	of the and we could come back, after that
16	from Councilman Salem that he's introducing	16	notice closes, if that's where the board is,
17	legislation this afternoon. So, theoretically,	17	and and Council has passed something.
18	we would have two competing agreements going to	18	You know, we don't have to proceed with
19	Council; is that correct? Am I understanding	19	the redevelopment agreement, but we have to
20	that correctly?	20	know whether we have the ability to proceed
21	MS. BOYER: Through the Chair to	21	with the redevelopment agreement. That's what
	Mr. Wohlers, this is where I'm saying I don't		we're trying to get to at this stage of the
22		22	
23	think you can have two competing agreements	23	process.
24	because at the moment Gateway has not agreed	24	THE CHAIRMAN: Mr. Heavener.
25	and Mr. Salem is planning to work Councilman	25	BOARD MEMBER HEAVENER: And I am by no
23		23	-
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		MadamCourtReporter.com
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1	with the UF closing.	1	to do it, I just really worry about if we go
2	And this is at least going to one	2	back to the drawing board and now we're
3	scenario is we could vote again in a month, and	3	starting a whole new process on what should go
4	it would push out the date, or it has to be a	4	there or, you know, let's
5	sale. So we've kind of limited the optionality	5	You know, the RFP is one thing, but if
6	if we don't	6	we're going to be committed to what was
7	MS. BOYER: That is correct.	7	supposed to go there, then we're extending
8	BOARD MEMBER HEAVENER: move this	8	years and, you know, we don't even have
9	forward?	9	through the bidding process, the RFP for the
10	THE CHAIRMAN: Are you good?	10	new study, like, it's not even out to bid at
11	BOARD MEMBER HEAVENER: Are we still	11	this point.
12	sorry, I know we're going down a lot of	12	You're talking about I'd be willing to
13	different paths.	13	bet a cup of coffee two years from now,
14	I just had some other general comments	14	before we get to a point where you have a study
15	that I'd like to make, not specifically to the	15	that's produced, something that says, here's
16	legislative side of it.	16	what we can do now.
17	THE CHAIRMAN: Sure.	17	And in the meantime, you know, we're
18	BOARD MEMBER HEAVENER: So when this first	18	sitting on a parcel that's not producing any
19	came across, to me, it was exciting on two	19	tax revenue for the City, it's a you know,
20	fronts. And, to me, it's we use the term	20 21	in my opinion, it's a nonperforming asset that
21	"catalyst" here on both the UF project, that	21 22	we're sitting on, and and we've got an
22 23	it's a catalyst for LaVilla. There's been, obviously, a tremendous	22	option to actually do something and move that in a way that also complements the request from
23	amount of debate over the past year with the	23 24	the subcommittee and the City Council not to
25	special committee or the subcommittee on	25	keep sending these large, you know, projects
25	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203	23	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
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1	downtown Jacksonville, that there has not been	1	that are going to be have to be funded out
2	enough progress in the Urban Core. When I	2	of the General Fund.
3	heard about this, I thought there's really I	3	And so that's where, to me, this this
4	think there's probably, in my mind maybe	4	checks a lot of really big boxes on what we've
5	there's more, but there's three projects that I	5	all said over the past year that we want to
6	think have the potential to be that catalyst in	6	happen. And, you know, we can put it on the
7	the Urban Core.	7	back burner and say, well, it's you know, it
8	I think the park that we have underway is	8	didn't get there the way that we wanted it to,
9	certainly going to help. I think the Laura	9	but I I just feel like we're kind of missing
10	Street Trio is one that could potentially be	10	the forest for the trees on the opportunity to
11	that. And I think this project is one that could potentially be that. And maybe all three	11 12	really do something and put something that's
12 13	happen.	12 13	going to change the downtown Urban Area And I completely agree with Mr. Moll, that
13	I think the background on this is really	13	that park has got to be activated or it's just
14	important because, as a board and this is	14	going to be another park where, you know, we've
16	where I get really nervous about the future of	16	got practically nobody going to, homelessness
17	the city. This board maybe not the people	17	issues, and go down the list.
18	around it, but the people that were on it voted	18	Until you get the surrounding components
19	unanimously for a plan if I'm not mistaken,	19	with that, I don't think that, you know, that
20	Ms. Boyer that includes this to happen and	20	alone is going to solve where we're all
21	the ex-Landing site, the Riverfront Park.	21	hoping I know all of us in this room hope to
22	If now we're saying you know, we did	22	see Jacksonville and the downtown go.
23	then an RFP and we couldn't find a suitor to be	23	So that's kind of my argument for the
24	able to build what is being proposed right now	24	support on this.
25	and we've got a willing partner who's willing	25	I'm super excited about it. I think it
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1	could really accelerate where we're trying to	1	original staff report or the the exhibits to
2	go, but just my two cents.	2	that.
3	THE CHAIRMAN: Thank you, Mr. Heavener.	3	So, you know, I think having more
4	Ms. Caffey, I don't want to skip you over	4	information on the front end is a lot better
5 6	there in the corner if you have anything. BOARD MEMBER CAFFEY: No, I'm echoing	5 6	than asking for information in this arena. So just note that.
7	Mr. Heavener. I think the momentum is now.	7	But adding in the provisions for the
8	There's commitment from Gateway to follow	8	reverter so that if this doesn't work out at a
9	approved plans before. I think it's	9	certain time frame, that the City can basically
10	potentially a missed opportunity if we kick the	10	buy out the developer and get
11	can down the road and wait for another	11	(Library public address announcement.)
12	developer to come along and purchase the land.	12	BOARD MEMBER FETNER: Anyway, what I was
13	They're going to go through the same exact	13	saying is that having this reverter clause in a
14	process of underwriting guidelines and the due	14	time frame when it needs to be exercised is
15	diligence process, and I think we're I think	15	helpful.
16	we're waiting too long.	16 17	I still do have some heartburn about that
17 18	THE CHAIRMAN: Thank you. Ms. Fetner.	17 18	42 months of closing for failure to complete vertical construction. And I'm not a financial
19	BOARD MEMBER FETNER: So the changes that	10	person, so I'm wondering why it has to expire
20	are in this version of the resolution, I will	20	at 45 months. So the last thing we want is
21	have an amendment to make sure that sentence is	21	a development to start on Riverfront Plaza and
22	back in there.	22	then ends up like the Berkman II, right? And
23	But the changes from last week to today, I	23	then what do we do there?
24	think, are significant in several ways. One,	24	So what are the clawbacks for the City if
25	you know, my top priority is always making sure	25	construction completely stalls when we're
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1	that we're seizing this opportunity to have the	1	agreeing to forego our exercise of the reverter
2	University of Florida in downtown. I think	2	after I think it said 45 months. That's on
3	that's why we're here. I don't think this land	3	Page 21 and 22.
4	swap would be happening but for the University	4	MS. BOYER: So through the Chair, we may
5	of Florida wanting to go to that area in	5	not have a right of reverter, but it is a
6	LaVilla and needing an office space, which	6	performance schedule obligation for them to
7	happens to be this one.	7	commence by a certain date and complete by a
8	So I don't feel comfortable saying that I would like to see more of these types of land	8 9	certain date. That's already in here. Which would be a default under their contract. And
9 10	swaps. They are, I think, a little bit tricky;	9 10	we'll go back to what the remedies are under
11	the process is hard to follow. I think	11	default on the contract at that point.
12	there's you know, it's not a typical land	12	And just like we have with other
13	swap because we have to purchase land to give	13	developments obviously, we're not paying
14	to the University of Florida, so it's not	14	incentives because the incentives are paid upon
15	City-owned property being swapped for something	15	completion. So they're going to lose their
16	else.	16	incentives. But, more importantly, you're
17	So there's an extra step that I think	17 ₄∘	going to be looking at what specific
18 19	creates some of this anxiety among at least me and probably some of our my board members	18 19	performance obligations we have, what other things we have in that contract that would give
20	here because it is moving fast, and I would	19 20	us remedies if they started construction and
21	have really liked to have seen their appraisal	21	stopped construction.
22	report last week. If it was available, I think	22	If you look at most of the other
23	it should have been a part of that package, as	23	contracts, we have some kind of bond
24	well as the design plans. I think these are	24	requirement that we I mean, that is
25	really helpful to see versus what was in the	25	standard, where we're looking at some
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1	guarantees of ongoing performance through the	1	One question that I have, through the
2	construction process.	2	Chair to Ms. Boyer, is, what does it look like
3	What we put in the when we did the land	3	if the Notice of Disposition takes out that
4	provision for the Four Seasons, what we put in is within some time frame, if they stop	4 5	amount for the office? If we were able to do a Notice of
5 6	construction they have to demolish it and	5 6	Disposition that asks for this project and
7	return the land to us in the same condition it	7	to make it fair to the development community,
8	was in.	8	to say this is these are the terms that
9	I mean, so you there's a lot of detail	9	we're looking for, but crossing out the ability
10	that will come as part of that redevelopment	10	to provide an office space near the University
11	agreement, as it always does. And Council	11	of Florida or to pay \$8 million, what does that
12	always gets engaged in those too. I remember	12	do to the process? Does it matter? Do we need
13	on the Four Seasons transaction, Council had	13	to have the 8 million as part of a term?
14	some additional language that they wanted to	14	Because I think having that 8 million or
15	add about those guarantees. So, I mean,	15	providing the office makes it really tricky to
16	that that is not the process does not end	16	have a fair Notice of Disposition, and the last
17	with the term sheet.	17	thing I would want is for this process to be
18 19	THE CHAIRMAN: Mr. Moll. MR. MOLL: The only thing I was going to	18 19	tainted by something that, you know, we put out there that was impossible to be a competitive
20	say is that, having a reverter that never	20	process.
21	expires, I think, generally just raises some	20	MS. BOYER: Through the Chair, it would be
22	eyebrows with lenders, but we're not I mean,	22	completely inequitable if you took it out
23	if we need a longer period or something so that	23	because you'd say some other person could have
24	the City so there's no, like, whoops, we	24	the land for free and develop this project, but
25	missed the you know, missed the time frame	25	this developer has to provide you 801 West Bay.
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1	¹¹⁸ or something, from my perspective anyway, that	1	120 So if you're not saying that some other
2	can be a much longer	2	developer has to provide you cash or an
3	I think the point was just that, if for	3	equivalent office building, what are you asking
4	some reason lenders can't wrap their head	4	of them as consideration?
5	around an unending reverter even though it's	5	I mean, that's why we provided the
6	fairly clear in the language I just we	6	alternative. Either provide us cash,
7	don't want to do something unintentionally that	7	equivalent to the purchase price of 801 West
8	precludes debt being interested in this	8	Bay which is a pure, easy thing to do. If
9	property is all. But if we needed to extend	9	they want to provide that, then they're first
10 11	you know, extend that time frame, we would be okay with that.	10 11	in line for these two parcels. Or if they happen to own another office building in that
12	THE CHAIRMAN: Thank you.	12	area and there are several office buildings
13	BOARD MEMBER FETNER: The other having	13	in that area they could offer their office
14	the incentive cap, that was something that I	14	building as an alternative site, if they wanted
15	raised at the last meeting, and I'm glad to see	15	this.
16	that there is some universe that the developers	16	And we could, you know, partner together
17	are within of their ask for incentives. I	17	to do that, but what we were trying to do is
18	think that's that was one of my biggest	18	say this is what Gateway is offering to
19	heartburns about this, was that, you know,	19	purchase this, you offer something equivalent.
20	we're asking the developer to do a very specific project, a very expensive project, and	20 21	I think it would be very unfair if you
21		21	didn't have something in there as a requirement
22		22	hacausa you'd ha latting someone also have the
22 23	then not knowing how much it will cost the City	22 23	because you'd be letting someone else have the property for no value or other alternate
23	then not knowing how much it will cost the City to pay for that project, do we know that all of	23	property for no value or other alternate
	then not knowing how much it will cost the City to pay for that project, do we know that all of these projects require incentives, and so to	23 24	property for no value or other alternate consideration.
23 24	then not knowing how much it will cost the City to pay for that project, do we know that all of	23	property for no value or other alternate
23 24	then not knowing how much it will cost the City to pay for that project, do we know that all of these projects require incentives, and so to have a cap on it, it it helps the situation.	23 24	property for no value or other alternate consideration. BOARD MEMBER FETNER: Well, it wouldn't be

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1	for no value. It would be would a developer	1	point. And I think if you want to make that
2	pay 5 million or throw in a different type of	2	amendment, you can make that amendment and have
3	project, just so to see, what are the other	3	that discussion with the rest of the board. I
4	things that could be done?	4	don't think it is appropriate for, you know, us
5	Because at the end of the day, the	5	to have a separate dialogue on it.
6	incentive will still be 20 million because this	6	The 8 million was the if someone bought
7	is the best this is the best redevelopment	7	it for 8-, they could jump in line. And if
8	that Gateway believes they could put here, and	8	they bought it for 8-, we had the 8-, which was
9	it's within the plans that we've received from	9	what Gateway had agreed to sell it for, so we
10	Perkins & Will.	10	could proceed with UF, either option.
11	But I'm just wondering, like, how do we	11	THE CHAIRMAN: Are there any proposed
12	make it I don't know, how do we make the	12	amendments to the resolution as moved and
13	competition fair? Because it just doesn't seem	13	seconded?
14	that way. And if our value of Riverfront Plaza	14	BOARD MEMBER WOHLERS: I had a question
15	is 3.5 or 4 million, or we we have whatever	15	about amending. Would that slow down the
16	the appraisal is for that, you would throw that	16	process at all? If we made an amendment today,
17	in this too, so then you're only really talking	17	would that slow down the closing date?
18	about the delta between the value of this	18	THE CHAIRMAN: I don't think so, depending
19	property and the value of 801.	19	on what the amendment says. But on its face, I
20	MS. BOYER: So you're suggesting that we	20	don't I don't believe so.
21	reduce the number in the Notice of Disposition	21	BOARD MEMBER WOHLERS: I think it would be
22	to 5-and-a-half or something, which if you do	22	pertinent or important for us to add language
23	that, then why I mean, I don't understand	23	in here. And I'm not an attorney by trade, but
24	how you're going to acquire 801 West Bay.	24	I think it's important for us to include that
25	I don't understand what your proposal is,	25	we enter into a purchase agreement with Gateway
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1	if you are a contrary bidder, that allows us	1	as well, not just a land swap in this
2	we would get 5-and-a-half million cash, accept	2	amendment, so that we don't delay the process
3	that offer, and now not have enough money to	3	of UF coming to downtown Jacksonville.
4	buy 801 West Bay.	4	I think everyone here is in agreement that
5	BOARD MEMBER FETNER: Well	5	we want UF downtown, and especially in LaVilla.
6	MS. BOYER: And we couldn't execute on the	6	We've heard from our City Council
7	UF resolution.	7	representatives, we've heard from our board
8	BOARD MEMBER FETNER: But it would be a	8	members here with our heartburn and our
9	\$2-and-a-half-million delta to get I'm just	9	concerns with the process and the rushing of
10	saying, how do we make it how do we open	10	the process. And this is our prime real estate
11	up open up this development pad, which has been highly contested, highly coveted, and just	11 12	that we're swapping here.
12 13	making sure that down the road we're not in a	12	And Ms. Fetner brings up a great point, so could we amend it? And I would lean on an
	weird spot on this.	13	
14 15	So if it was if this if you wanted	14	attorney here to help me with the language, but amend it to say that we enter into an agreement
15	to say 5-and-a-half million, what can a	15	to purchase the property?
17	developer do? Give us we'll sell it to you	17	THE CHAIRMAN: I'm not sure how I'm not
18	for 5-and-a-half million. It has to meet these	18	sure I understand, Mr. Wohlers, how that
19	types of terms, and then we get the we would	19	corrects or changes anything beyond what's in
20	have 5-and-a-half million, and then it would be	20	front of us.
21	2-and-a-half million extra to pay for 801.	21	BOARD MEMBER HOOPER: Through the Chair, I
22	I don't want to slow down the process, but	22	mean, I had a question that was in alignment
23	also I don't want to go down this process and	23	with yours.
24	then we have an issue.	24	From what I heard, then, it seems like it
25	MS. BOYER: I totally understand your	25	is it is this amendment or this
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1	resolution. If we don't pass it, the	1	BOARD MEMBER HIRABAYASHI: So a question
2	University of Florida gets delayed.	2	on that. So we're saying we want to amend the
3	And I I've got to assume there's a way	3	motion to bring in a component to be able to
4	to where they are not delayed. We have to	4	purchase this as part of that?
5 6	separate this land swap and just the outright purchase.	5 6	I'm not sure how that works because the way this is set up, it's a land swap, and,
7	They are the deal in front of us, the	7	you know or you know, acquiring for
8	resolution in front of us is a piggyback to get	8	8 million. I mean, can you just walk through
9	iconic real estate, and I don't want that to	9	that a little bit, Lori, how that would look,
10	hold up the University of Florida. It's too	10	to try to integrate those two into a resolution
11	important. But it also is equally important	11	here that would work?
12	that we vet this because for the last 40 years	12	Because the other thing I think that you
13	we have seen big promises and little execution.	13	mentioned is that let's say the land swap is
14	If you think that our downtown is winning,	14	approved today and then it still has to go to
15	we are not. We are behind. And we should not	15	Council, Councilman Salem has said he is going
16	continue to be a stacking block for the status	16	to, you know, bring a some legislation to
17	quo. We have to vet this deal out because, I	17	purchase it. So as this stuff merges together,
18 19	may be wrong, but we don't have numbers in front of us.	18	is this redundant or is there still does
19 20	What is proposed I agree, I love the	19 20	this still provide the opportunity to consider both?
20 21	project. We all agree that it's a great	20	(Council Member Arias exits the
22	project; it's a catalyst, and all that. It's	22	proceedings.)
23	impossible in the current environment. The	23	MS. BOYER: Through the Chair to Board
24	return on cost has got to be abysmal. It's	24	Member Hirabayashi, I'm going to try to explain
25	nothing. It's probably negative. It's a	25	that again.
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1	losing deal. I'm in the business.	1	¹²⁸ We're as the CRA, we are the only
2	Why in the last two years have we not seen	2	agency that can issue the disposition notice on
3	anybody come forward, international players?	3	
			the Riverfront Plaza property and the East
4		4	the Riverfront Plaza property and the East Landing property. That's a CRA function.
	Why is it that Gateway Jax is the only one that can figure it out? Doesn't that draw a	-	the Riverfront Plaza property and the East Landing property. That's a CRA function. So if you don't authorize the issuance of
4	Why is it that Gateway Jax is the only one that	4	Landing property. That's a CRA function.
4 5	Why is it that Gateway Jax is the only one that can figure it out? Doesn't that draw a question? Water Street was funded by a mastermind of	4 5	Landing property. That's a CRA function. So if you don't authorize the issuance of that, as this resolution does, then you're taking that off the table as an option. There
4 5 6	Why is it that Gateway Jax is the only one that can figure it out? Doesn't that draw a question? Water Street was funded by a mastermind of Wall Street, the head of Magellan funds for	4 5 6 7 8	Landing property. That's a CRA function. So if you don't authorize the issuance of that, as this resolution does, then you're taking that off the table as an option. There is no option to swap land. There is, then,
4 5 6 7 8 9	Why is it that Gateway Jax is the only one that can figure it out? Doesn't that draw a question? Water Street was funded by a mastermind of Wall Street, the head of Magellan funds for Fidelity, backed by Cascade. That's Bill	4 5 6 7 8 9	Landing property. That's a CRA function. So if you don't authorize the issuance of that, as this resolution does, then you're taking that off the table as an option. There is no option to swap land. There is, then, only an option to purchase.
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	nunity Redevelopment Agency	1	Uncertified Condensed Copy
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1	agreement and amending it to a purchase and	1	I'm just going to I'm going to make
2	sale. There's nothing about this that says	2	a just a quick statement. I'm not going to
3	that is prohibited.	3	get on my soapbox, but I think we need to stay
4	It's just, if you don't if you were to	4	in our lane. We need to realize what step we
5	only pass a resolution saying we're going to	5	are currently facing and realize that there are
		-	
6	move forward with the purchase and sale, then	6	additional steps to come and additional work to
7	you're taking the land swap off the table; and	7	be done, both on our part, Lori, Steve, the
8	that's an opportunity, you could do that.	8	rest of the gang upstairs, and Gateway's part.
9	Someone could offer a motion that that's what	9	I agree a hundred percent with what
10	they want to do, but that's that one	10	Mr. Heavener said. When I was being vetted to
11	alternative precludes the other. The land swap	11	serve on this board, with all due respect, what
12	alternative does not preclude the purchase.	12	I heard was urgency. Urgency, not haste, not
13	THE CHAIRMAN: Thank you, Ms. Boyer.	13	rush, but urgency.
14	(Mr. Weinstein approaches the podium.)	14	This disposition process that we're going
15	THE CHAIRMAN: Mr. Weinstein.	15	through right now is no different than any
16	MR. WEINSTEIN: Is that a I represent	16	other one that I've been a part of in my only
17	the mayor. We don't want to spend any money.	17	year and a half on this board. Certainly it's
18	Council will get the opportunity to look	18	a monumental decision; it's a monumental piece
			· · ·
19	at what you recommend, what the mayor	19	of property.
20	recommends. They can deal with it and change	20	What I don't want to see as a member of
21	it. They don't negotiate; the executive branch	21	this board, as a taxpayer of this county and
22	negotiates.	22	someone who works downtown, is to look out my
23	If there's a negotiation, it's going to be	23	window and see a beautiful park with an empty,
24	with DIA and Gateway or it's going to be the	24	dirty, unoccupied space that's just sitting
25	mayor's office and Gateway. Nineteen part-time	25	there with a chain-link fence around it.
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		MadamCourtReporter.com
	-		
	130		132
1	people that can't talk to each other don't	1	Years ago, this agency and this board,
2	negotiate very well, and they're not supposed	2	which included none of us, did a lot of work,
3	to negotiate	3	
3	to negotiate.	3	included a lot of public input, and decided
4	It could end up a purchase. It could end	4	included a lot of public input, and decided this is the kind of thing we want to see on
	-	-	• • •
4	It could end up a purchase. It could end up a land swap. A land swap at this point	4	this is the kind of thing we want to see on this parcel. No one came forward. Agreed, no
4 5 6	It could end up a purchase. It could end up a land swap. A land swap at this point gives us the options, and we move forward. We	4 5	this is the kind of thing we want to see on this parcel. No one came forward. Agreed, no one came forward. And so we talked about doing
4 5 6 7	It could end up a purchase. It could end up a land swap. A land swap at this point gives us the options, and we move forward. We could always come back and adjust and buy it if	4 5 6 7	this is the kind of thing we want to see on this parcel. No one came forward. Agreed, no one came forward. And so we talked about doing an analysis and a study again.
4 5 6 7 8	It could end up a purchase. It could end up a land swap. A land swap at this point gives us the options, and we move forward. We could always come back and adjust and buy it if that's the desire of both parties, but we're	4 5 6 7 8	this is the kind of thing we want to see on this parcel. No one came forward. Agreed, no one came forward. And so we talked about doing an analysis and a study again. This agency does, over the years, so many
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1	get out there and waiting for something to	1	developer will still need to agree to sell, and
2	happen with, and we have an opportunity to do	2	doing it this way maybe there's enough time to see
3 4	that. And so I think that there may be some	3 4	You know, I would hope that if we're
4 5	corrections here in this current draft of the	5	putting out a Notice of Disposition with all of
6	resolution. I'd love to hear those and I'd	6	these, you know, things that other developers
7	love for us to to move forward in making a	7	would need to provide to be a part of the
8	decision, so I will entertain any amendments to	8	Notice of Disposition, or to answer the Notice
9	the resolution as moved and seconded.	9	of Disposition, I would hope that the
10	BOARD MEMBER HOOPER: I'd offer a motion	10	developer, Gateway, would do the same thing and
11	to amend and taking out all pieces tied to the	11	provide all the information that we're asking
12	land swap and it is simply a purchase, because	12	the other developers to do.
13	from my seat and opinion, if this is a	13	Is that accurate? Would they be required
14	question for you, Ms. Boyer.	14	to complete this, the terms, or the Notice of
15	If we do approve the amendment or the	15	Disposition requirements?
16	resolution as is, is that, effectively, us	16	MS. BOYER: Through the Chair, you're
17	checking the box to the City Council members saying, hey, we approve both of these paths?	17	suggesting that if this were only a purchase, what are we going to what other resolution
18 19	I don't want to show them that I'm in	18 19	do you want to see?
20	approval of a land swap. I'm in approval of	20	BOARD MEMBER FETNER: What I'm saying is,
21	purchasing because, as Mr. Weinstein said, he	21	I don't want to I'm not in favor of removing
22	doesn't want to spend money; I don't either. I	22	the land swap. Okay? So if we keep the land
23	want to save money. We don't know the numbers.	23	swap, then we're going into a Notice of
24	That amount could be so much more, and it will	24	Disposition situation for Riverfront Plaza.
25	be so much more, so I move a motion to take out	25	What I'm saying is, will Gateway have to
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1	the land swap of this resolution.	1	136 give us all the information that we're asking
2	BOARD MEMBER WOHLERS: Second.	2	the market to give us? Because we don't have
3	THE CHAIRMAN: We have a motion and a	3	all of those
4	second on the amendment to remove the land swap	4	MS. BOYER: Yes.
5	from this resolution, if I understand	5	BOARD MEMBER FETNER: numbers.
6	correctly.	6	MS. BOYER: Yes.
7	Any comments on the amendment? There's a	7	BOARD MEMBER FETNER: Okay. So they would
8	motion and a second. Any comments on the on	8	have to provide that information, along with
9	this particular amendment?	9	any other potential bidder as well.
10	BOARD MEMBER FETNER: I'm hesitant to	10	BOARD MEMBER HOOPER: Which I want to be
11	remove the land swap as an option because it	11	clear, if I do absolutely see your point,
12	it could be an innovative approach to getting this deal done. You know, we can look at	12	Ms. Fetner. The question, then, is, if this does pass as is and goes to City Council where
13 14	appraisals, we can look at the property	13 14	does pass as is and goes to City Council where the decision needs to be made, do they see it
15	appraiser's website. And value's always what's	15	as an approval from our board that this is an
16	a willing buyer and what's a willing seller,	16	acceptable deal? Because I do not want to
17	you know, willing to pay or part with.	17	share something that is unacceptable as
18	So my concern is mainly in when we get	18	acceptable to a governing body.
19	to the RDA and the development costs, as you're	19	THE CHAIRMAN: Just real quick, I want to
20	saying, so I I think if we were to remove	20	make sure that our court reporter so
21	the land swap as an option for the City Council	21	Mr. Hooper made the motion to amend and
22	or the mayor to move forward since we are	22	Mr. Wohlers seconded the motion to amend.
23	just one step, we're not the final say, nothing	23	Mr. Heavener.
24	we do here is binding I think that that	24	BOARD MEMBER HEAVENER: I think there's
25	might be shortsighted because, you know, the Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203	25	the question is, do you vote against it or not Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
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1	vote against it? It's not an amendment	1	BOARD MEMBER FETNER: I'll restate it.
2	like, we're if you take away the land swap,	2	Sorry.
3	like, there's no amendment, so just vote	3	Move to amend to include what was stricken
4	against it if you aren't in favor for it.	4	on Page 15.
5	That's unless I'm missing something.	5	To require the developer to answer or
6	THE CHAIRMAN: Agreed.	6	respond to the Notice of Disposition as the
7	So we have a motion to amend to remove the	7	market would as we require of the market.
8	land swap and a second. I'm going to move this	8	And also to ensure that the reverter is
9	along because we're approaching 4:30 here.	9	triggered by notice of the DIA board, and then
10	Mr. Wohlers, how do you vote on this	10	the City Council can handle it from there.
11	particular amendment?	11	THE CHAIRMAN: We have a motion to amend.
12	BOARD MEMBER WOHLERS: I'm in favor.	12	Do I hear a second?
13	THE CHAIRMAN: Ms. Fetner.	13	BOARD MEMBER HEAVENER: Second.
14	BOARD MEMBER FETNER: Not in favor.	14	THE CHAIRMAN: Mr. Kelley, I saw your hand
15	THE CHAIRMAN: Ms. Heavener.	15	up.
16	BOARD MEMBER HEAVENER: Not in favor.	16	MR. KELLEY: Mr. Chair, I just wanted to
17	THE CHAIRMAN: Ms. Caffey.	17	offer a point of clarification.
18	BOARD MEMBER CAFFEY: Not in favor.	18	I believe that the only difference that
19	THE CHAIRMAN: Mr. Hirabayashi.	19	I've heard between the requirements of the
20	BOARD MEMBER HIRABAYASHI: Not in favor.	20	disposition to Gateway versus the requirements
21	THE CHAIRMAN: Mr. Hooper.	21	of the disposition in the market was the
22	BOARD MEMBER HOOPER: In favor.	22	demonstration of capital in order to complete
23	THE CHAIRMAN: And I am not in favor, so	23	this development.
24	the amendment fails.	24	However, all of the terms of disposition
25	Are there any other amendments to this	25	to the public were mirrored from what was
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	150		140
1	particular resolution?	1	negotiated with Gateway in terms of what their
1	particular resolution? BOARD MEMBER FETNER: I move to amend to	1	negotiated with Gateway in terms of what their disposition was going to look like. We spent
	BOARD MEMBER FETNER: I move to amend to	1 2 3	disposition was going to look like. We spent
2	•		-
23	BOARD MEMBER FETNER: I move to amend to include, on Page 15, what was stricken.	3	disposition was going to look like. We spent quite a bit of time making sure that we matched
2 3 4	BOARD MEMBER FETNER: I move to amend to include, on Page 15, what was stricken. And then also to make sure that and I	3 4	disposition was going to look like. We spent quite a bit of time making sure that we matched them up.
2 3 4 5	BOARD MEMBER FETNER: I move to amend to include, on Page 15, what was stricken. And then also to make sure that and I really am sorry, I don't know where to where	3 4 5	disposition was going to look like. We spent quite a bit of time making sure that we matched them up. The component that talks about
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2 3 4 5 6 7 8	BOARD MEMBER FETNER: I move to amend to include, on Page 15, what was stricken. And then also to make sure that and I really am sorry, I don't know where to where this would go, but to make sure that the developer also responds within that Notice of Disposition. So whatever we're asking of the market, I want to see the same thing coming from the developer, so we have apples to	3 4 5 6 7 8 9 10	disposition was going to look like. We spent quite a bit of time making sure that we matched them up. The component that talks about capitalization is not how are you going to finance this project, it's have you demonstrated the capability of debt and equity of a project of a similar size recently and in the past.
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1	the developer, so that we can review this	1	BOARD MEMBER HIRABAYASHI: Just a quick
2	project against the other projects completely.	2	question
3	MS. BOYER: So through the Chair to	3	THE CHAIRMAN: Sure, Mr. Hirabayashi.
4	Ms. Fetner, that would be, then, in the Gateway	4	BOARD MEMBER HIRABAYASHI: through the
5	term sheet portion, not in the Notice of	5	Chair, but that still is additional
6 7	Disposition portion. But in the Gateway term sheet portion, we would add a provision that	6 7	information, and when the development agreement comes along, that's when we really take a deep
8	they would provide their pro forma, all of	8	dive into it.
9	that, by the time we are finished with the	9	I mean, you're talking about this
10	30-day disposition notice, which would be about	10	information, as I understand, is to give some
11	April. Is that	11	sense of the capacity of the developer, just as
12	MR. MOLL: Yeah, we can do that.	12	we would to somebody on the outside, to be able
13	THE CHAIRMAN: So, Ms. Fetner, I would ask	13	to do a project, but we're asking for a little
14	you to withdraw your initial motion to amend	14	more detail; is that is that correct?
15	and restate it given the discussion just so	15	MR. KELLEY: Through the Chair to Member
16	that we're all clear, we all know where we're	16	Hirabayashi, so that is correct.
17	headed, please.	17	So, typically, when we get a development
18 19	BOARD MEMBER FETNER: I move to withdraw	18 19	budget, sources and uses, if you will but on the sources so we have a full construction
20	my amendment. Move to amend to strike the paragraph	20	budget and everything, cost to complete the
21	to strike the sorry to reinsert what was	21	project on the uses side, and on the sources
22	stricken on Page 15.	22	side, they give us an indication of what debt
23	To require the developer, in the terms of	23	and equity they see it will support, which
24	disposition, to provide the information that	24	provides the funding gap that is going to be
25	Ms. Boyer stated prior to the end of the	25	necessary or requested from the City.
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
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1	disposition period.	1	144 When we do the analysis, we look at the
2	MS. BOYER: Ms. Fetner, I am let me ask	2	operating pro forma first to see what kind of
3	Mr	3	net operating income it would and we kind
4	THE CHAIRMAN: Let's get a second, Lori,	4	of a sanity check against the market to see
5	if we could.	5	what kind of NOI it would spin off. From that,
6	Do I have a second on the amendment?	6	we do the IRR calculation that was discussed
7	BOARD MEMBER HEAVENER: Second.	7	previously to see if there's unjust enrichment,
8	THE CHAIRMAN: Thank you.	8	if there's a real need for the support from the
9	Ms. Boyer.	9	City, and then we compare that with what's been
10 11	MS. BOYER: If I can ask Mr. Kelley to articulate what documents need to be included	10 11	proposed in the sources and uses or the overall development budget.
12	in that and make sure that what he's saying and	12	THE CHAIRMAN: Thank you, Mr. Kelley.
13	what you're saying are the same thing.	13	Are you good, Mr, Hirabayashi?
14	MR. KELLEY: So what we would through	14	MS. TRIMMER: I'm totally confused as to
15	the Chair, what we would look for is a complete	15	what at what point we're saying that
16	construction budget or development budget,	16	information would need to be provided.
17	including all the construction costs, in	17	MS. BOYER: My understanding of
18	addition to a pro forma operating agreement	18	Ms. Fetner's amendment is that that would be
19	or statement, based on the type of development	19	need to be provided by the close of the
20 21	that they are proposing. THE CHAIRMAN: Are you good, Ms. Fetner?	20 21	disposition period, which is a 30-day notice that would publish next Thursday.
21	BOARD MEMBER FETNER: Yes.	21 22	MS. TRIMMER: So, in effect, instead of
23	THE CHAIRMAN: All right. We have a	23	what we have in the disposition notice right
24	motion and a second on the amendment.	24	now as 6 and 7, which is purchase price
1			offered, additional information, track record,
25	I'm going to go around the horn again.	25	
25	I'm going to go around the horn again. Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203	25	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
25		25	

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1	you would have to also have basically your	1	Are there any other comments or questions
2	entire construction budget, pro forma, and	2	on Ms. Fetner's amendment as moved and
3	everything at that time?	3	seconded?
	, .	-	
4	Because right now we've committed to	4	BOARD MEMBER FETNER: Point of
5	providing that within X days from our closing	5	clarification.
6	on the site, so that's asking that that all be	6	Mr. Kelley, I when you expanded on what
7	accelerated.	7	I said, it was not what Ms. Trimmer said. It
8	I would assume that somebody else would	8	was there was something in between. There
9	also have a window to submit and go through	9	was was it a pro forma or was it, like, an
10	approvals. I just want to be clear because	10	estimated development cost or something that
11	they were not sitting here expecting in the	11	comes in at not the full I don't need you
12	next 30 days to have full underwriting,	12	guys to go and get your full everything
		13	figured out, but isn't there something between,
13	construction budgets, et cetera.		
14	THE CHAIRMAN: So, Mr. Kelley, when would	14	just saying up to 20 million in incentives, and
15	you normally require that amount of detail,	15	not really knowing what the development costs
16	that information that you just described in a	16	are versus having everything figured out?
17	Notice of Disposition or in moving forward	17	Is there a middle range that we typically
18	with, you know, underwriting and evaluating a	18	have when we're evaluating redevelopments?
19	project?	19	MS. BOYER: Typically, we're not
20	MR. KELLEY: So, typically, the incentive	20	evaluating it until there is an incentive
21	request, if it's if it's not detailed in	21	request, and we're evaluating the incentive.
22	the what's being proposed in the disposition	22	BOARD MEMBER FETNER: So the trouble is
23	of the property, if it's going to be negotiated	23	that we're we aren't evaluating an incentive
24	independently take Ford on Bay as an	24	request, we are just looking at the land and
25	example. They provided us with pretty much	25	having a max amount on it.
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	146		148
1	everything to start that process as part of	1	Thank you.
2	everything to start that process as part of their proposed for the disposition.	2	Thank you. MR. MOLL: Through the Chair, my comment
2 3	everything to start that process as part of their proposed for the disposition. However, the scope of the project isn't	2 3	Thank you. MR. MOLL: Through the Chair, my comment there is though, is that we are effectively
2 3 4	everything to start that process as part of their proposed for the disposition. However, the scope of the project isn't finalized yet, so as the scope of the project	2 3 4	Thank you. MR. MOLL: Through the Chair, my comment there is though, is that we are effectively granting a 15-month option for them to figure
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City of Jacksonville

February 19, 2025

Comn	nunity Redevelopment Agency	T	Uncertified Condensed Copy
	149	1	151
1	THE CHAIRMAN: Thank you.	1	the reinstatement of the language on Page 15 or
2	I think it's important that whatever	2	25?
3	anybody that's going to respond to this notice	3	MS. TRIMMER: Through the Chair, we're in
4	has to provide should be the same across the	4	favor of that amendment.
5	board, whether it's Gateway or a third party or	5	THE CHAIRMAN: Thank you.
6	anything like that. So that that's my	6	Ms. Fetner, do you want to attempt to make
7	understanding, that the the amendment	7	some changes or withdraw your motion and start
8	changes that.	8	over or would you like to entertain a vote on
9	If I'm incorrect, Ms. Fetner, please let	9	your motion to amend?
10	me know.	10	BOARD MEMBER FETNER: To confirm, the
11	Are there any other comments on the	11	developer will already be answering or
12	amendment?	12	providing the information that's in the Notice
13			
	BOARD MEMBER HOOPER: Well, a through	13	of Disposition without having an amendment?
14	the Chair, a question back to Mr. Moll, then.	14	MS. BOYER: That's correct.
15	Is it a typical process of your fund and	15	BOARD MEMBER FETNER: I'll move to restate
16	your investors to, effectively, purchase land	16	my motion to reinsert what was stricken on Page
17	without a full-done pro forma and construction	17	15, and then to ensure that the reverter
18	budget?	18	language is triggered by notice from the DIA.
19	Because from what I heard was you were	19	THE CHAIRMAN: So we have a restatement of
20	willing to do a deal that I would suggest is	20	Ms. Fetner's motion to amend.
21	not market. People do not purchase land,	21	Is there a second?
22	generally, without permits, plans, construction	22	BOARD MEMBER HEAVENER: Second.
23	budgets.	23	THE CHAIRMAN: Any other discussion on the
24	MR. MOLL: So we currently own 30 acres	24	motion to amend?
25	across 24 city blocks, and I can tell you for a	25	BOARD MEMBERS: (No response.)
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		MadamCourtReporter.com
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	150		152
1	150 fact that we do not have plans for every single	1	152 THE CHAIRMAN: Seeing none Mr. Wohlers
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2	fact that we do not have plans for every single one of those, full construction documents, and	2	THE CHAIRMAN: Seeing none, Mr. Wohlers, how do you vote?
2 3	fact that we do not have plans for every single one of those, full construction documents, and that's because we're well capitalized. We have	2 3	THE CHAIRMAN: Seeing none, Mr. Wohlers, how do you vote? Sorry. Hold on.
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City of Jacksonville Community Redevelopment Agency

February 19, 2025 Uncertified Condensed Copy

Conn	nunity Redevelopment Agency	1	Uncertified Condensed Copy
	153		155
1	amendment.	1	do so, they need permission from this body as
2	Mr. Wohlers, how do you vote?	2	the keepers of that, so this would allow them
3	BOARD MEMBER WOHLERS: In favor.	3	to do that for a certain amount of time.
-		-	
4	THE CHAIRMAN: Ms. Fetner.	4	We would only sign the agreement once they
5	BOARD MEMBER FETNER: In favor.	5	provide us, for review, a scope of services,
6	THE CHAIRMAN: Mr. Heavener.	6	which we forward to OGC as well as Public Works
7	BOARD MEMBER HEAVENER: In favor.	7	and the Environmental Quality Division.
8	THE CHAIRMAN: Ms. Caffey.	8	THE CHAIRMAN: Any questions of
_	•	_	
9	BOARD MEMBER CAFFEY: In favor.	9	Mr. Parola?
10	THE CHAIRMAN: Mr. Hirabayashi.	10	BOARD MEMBERS: (No response.)
11	BOARD MEMBER HIRABAYASHI: In favor.	11	THE CHAIRMAN: Seeing none, I'll entertain
12	THE CHAIRMAN: Mr. Hooper.	12	a motion on Resolution 2025-02-08.
13	BOARD MEMBER HOOPER: In favor.	13	BOARD MEMBER HOOPER: Sorry, Patrick
			•
14	THE CHAIRMAN: And I, too, am in favor, so	14	sorry, Chair. I had a question.
15	the amendment passes.	15	THE CHAIRMAN: Sure.
16	And now we are back on our motion to	16	BOARD MEMBER HOOPER: Would these studies
17	approve Resolution 2025-02-04 as amended.	17	that are being done, would those be handed over
18	Any other discussion on this resolution?	18	to the City if perhaps Gateway did not do the
	•		
19	BOARD MEMBERS: (No response.)	19	project?
20	THE CHAIRMAN: Seeing none, Mr. Wohlers,	20	MS. PAROLA: Through the Chair, anything
21	how do you vote?	21	they discover comes to us as a matter [sic],
22	BOARD MEMBER WOHLERS: Not in favor.	22	yes, sir.
23	THE CHAIRMAN: Ms. Fetner.	23	THE CHAIRMAN: Any other questions?
24	BOARD MEMBER FETNER: In favor.	24	BOARD MEMBERS: (No response.)
25	THE CHAIRMAN: Mr. Heavener.	25	THE CHAIRMAN: I'll entertain a motion.
	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203		Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
	(904) 821-0300		(904) 821-0300
	MadamCourtReporter.com		MadamCourtReporter.com
	-	-	-
	154		156
1	BOARD MEMBER HEAVENER: In favor.	1	BOARD MEMBER HEAVENER: Move to approve.
1 2		1 2	BOARD MEMBER HEAVENER: Move to approve. BOARD MEMBER CAFFEY: Second.
	BOARD MEMBER HEAVENER: In favor.		BOARD MEMBER HEAVENER: Move to approve.
2	BOARD MEMBER HEAVENER: In favor. THE CHAIRMAN: Ms. Caffey. BOARD MEMBER CAFFEY: In favor.	2	BOARD MEMBER HEAVENER: Move to approve. BOARD MEMBER CAFFEY: Second. THE CHAIRMAN: Mr. Heavener moved and
2 3 4	BOARD MEMBER HEAVENER: In favor. THE CHAIRMAN: Ms. Caffey. BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi.	2 3 4	BOARD MEMBER HEAVENER: Move to approve. BOARD MEMBER CAFFEY: Second. THE CHAIRMAN: Mr. Heavener moved and Ms. Caffey seconded.
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2 3 4 5 6	BOARD MEMBER HEAVENER: In favor. THE CHAIRMAN: Ms. Caffey. BOARD MEMBER CAFFEY: In favor. THE CHAIRMAN: Mr. Hirabayashi. BOARD MEMBER HIRABAYASHI: In favor. THE CHAIRMAN: Mr. Hooper.	2 3 4 5 6	BOARD MEMBER HEAVENER: Move to approve. BOARD MEMBER CAFFEY: Second. THE CHAIRMAN: Mr. Heavener moved and Ms. Caffey seconded. Any other discussion? BOARD MEMBERS: (No response.)
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City of Jacksonville Community Redevelopment Agency February 19, 2025 Uncertified Condensed Copy

	nunity Redevelopment Agency
	157
1	That concludes the Community Redevelopment
2	Agency portion of our meeting.
3	(The foregoing proceedings were adjourned
4	at 4:50 p.m.)
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1	CERTIFICATE OF REPORTER
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	CERTIFICATE OF REPORTER STATE OF FLORIDA)
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2 3 4 5 6	STATE OF FLORIDA)) COUNTY OF DUVAL)
2 3 4 5 6 7	STATE OF FLORIDA)) COUNTY OF DUVAL) I, Diane M. Tropia, Florida Professional
2 3 4 5 6 7 8	STATE OF FLORIDA)) COUNTY OF DUVAL) I, Diane M. Tropia, Florida Professional Reporter, certify that I was authorized to and did
2 3 4 5 6 7 8 9	STATE OF FLORIDA)) COUNTY OF DUVAL) I, Diane M. Tropia, Florida Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and
2 3 4 5 6 7 8	STATE OF FLORIDA)) COUNTY OF DUVAL) I, Diane M. Tropia, Florida Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my
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\$1.25 [2] - 51:11,	19 [3] - 1:6, 2:1,	149:24	7	145:7
82:17	128:15	30,000 [1] - 36:8		accept [1] - 122:2
\$100 [1] - 7:10	19th [1] - 2:6	30-day [4] - 102:9,	7 [1] - 144:24	acceptable [3] -
\$19 [1] - 39:8		107:4, 141:10,	75 [2] - 54:12, 54:14	26:20, 136:16,
\$20 [9] - 54:16, 54:17,	2	144:20		136:18
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\$20,000 [2] - 41:20,	2-and-a-half [1] -	32669 [1] - 15:4	71:17, 71:18, 73:2,	48:23
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\$35 [1] - 42:24	2-and-a-half-million	[3] - 35:14, 35:22, 36:3	84:8, 84:13, 94:7,	23:15
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	own investment Automy		3
		1	has a conflict to discuss.
	CITY OF JACKSONVILLE	2	BOARD MEMBER FETNER: I just have to
	DOWNTOWN INVESTMENT AUTHORITY	3	recuse myself from this vote. The recipient of
	BOARD MEETING	4	the grant is operated by my employer.
		5	THE CHAIRMAN: Thank you, Ms. Fetner.
		6	Do I hear a motion to approve the consent
	Proceedings held on Wednesday, February 19, 2025,	7	agenda?
	commencing at 4:50 p.m., Jacksonville Public/Main	8	BOARD MEMBER HEAVENER: Move to approve.
	Library, Multipurpose Room, 303 North Laura Street,	9	BOARD MEMBER HIRABAYASHI: Second.
	Jacksonville, Florida, before Diane M. Tropia, FPR, a	10	THE CHAIRMAN: Thank you.
	Notary Public in and for the State of Florida at Large.	11	I have a motion and a second on the
		12	consent agenda.
	BOARD MEMBERS PRESENT:		-
	PATRICK KRECHOWSKI, Chair.	13	Any other comments or questions?
	MICAH HEAVENER, Vice Chair.	14	BOARD MEMBERS: (No response.)
	SONDRA FETNER, Secretary. SCOTT WOHLERS, Board Member. JILL CAFFEY, Board Member.	15	THE CHAIRMAN: Seeing none, Mr. Wohlers,
	JOHN HIRABAYASHI, Board Member. CAMERON HOOPER, Board Member.	16	how do you vote?
	Children Horiza, Board Hombert	17	BOARD MEMBER WOHLERS: In favor.
	ALSO PRESENT:	18	THE CHAIRMAN: Mr. Heavener.
	LORI BOYER, DIA, Chief Executive Officer. GUY PAROLA, DIA, Operations Manager.	19	BOARD MEMBER HEAVENER: In favor.
	STEVE KELLEY, DIA, Director of Development. RAUL ARIAS, City Council Liaison.	20	THE CHAIRMAN: Ms. Caffey.
	WADE MCARTHUR, City off Jacksonville. ALLAN DEVAULT, DIA, Project Manager.	21	BOARD MEMBER CAFFEY: In favor.
	JOHN SAWYER, Office of General Counsel. AVA HILL, Administrative Assistant.	22	THE CHAIRMAN: Mr. Hirabayashi.
	AVA HILL, AUMINISTIATIVE ASSISTANT.	23	BOARD MEMBER HIRABAYASHI: In favor.
		24	THE CHAIRMAN: Mr. Hooper.
		25	BOARD MEMBER HOOPER: In favor.
		20	Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
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	2		4
1	PROCEEDINGS	1	THE CHAIRMAN: And I, too, am in favor, so
	February 19, 2025 4:50 p.m.	2	the consent agenda passes unanimously with
2		3	Ms. Fetner abstaining from the vote.
3	THE CHAIRMAN: We will now move into our	4	I see nothing under Old Business, nothing
4	Downtown Investment Authority portion of the	5	under New Business.
5	meeting, beginning with our January 31st, 2025,	6	Our CEO update. You're getting really
6	Downtown Investment Authority board meeting	7	close, Lori, to my threshold, so
7	minutes for approval.	8	MS. BOYER: Mr. Chairman, can we dispense
8	Do I hear a motion?	9	with the Downtown is Under Construction video
9	BOARD MEMBER WOHLERS: Move to approve.	10	that we do monthly and the CEO report?
10	BOARD MEMBER HEAVENER: Second.	11	I can give you just, like, two things on
11	THE CHAIRMAN: Mr. Wohlers moved,	12	the CEO report and leave the rest of it off, or
12	Mr. Heavener seconded.	13	if you want to hear it all, up to the board.
13	Any discussion?	14	THE CHAIRMAN: Unless there's an objection
14	BOARD MEMBERS: (No response.)		to move quickly, I'd love to hear the
15	THE CHAIRMAN: Seeing none, we'll take a	15	
16	group vote.	16	highlighted version of what you've got to tell
17	All those in favor, signify by saying aye.	17	
18	BOARD MEMBERS: Aye.	18	MS. BOYER: We'll skip the video.
19	THE CHAIRMAN: Any opposed?	19	So for the new board members, we do a
20	BOARD MEMBERS: (No response.)	20	video every month that shows progress on
21	THE CHAIRMAN: All right. The	21	construction projects so you actually get to
22	January 31st, 2025, DIA board meeting minutes	22	see the ones that you may not drive by. Next
23	are approved unanimously.	23	month we'll do that.
24	Moving on to 4B, the consent agenda, I'm	24	From the critical things to update I'm
25	going to start with Ms. Fetner. I believe she	25	sorry Councilman Arias left. Councilman Arias
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DOWN	5		7
1	has as our liaison, has stepped up to	1	And the Union Terminal groundbreaking is
2	initiate a number of pieces of legislation with	2	March 6th, in the afternoon, at 2 o'clock.
3 4	Council that we had hoped the special committee would do but they haven't gotten to.	3 4	THE CHAIRMAN: Thank you, Ms. Boyer. Any questions for Ms. Boyer?
5	So we had requested an amendment to our	4 5	BOARD MEMBERS: (No response.)
6	quorum requirement. So sometimes people are	6	THE CHAIRMAN: I will comment real quick
7	out of town. They can vote from out of town,	7	on the CEO search.
8	but they can't make quorum from out of town.	8	We have retained Jorgensen, who, for those
9	So that he's offering that legislation.	9	of you that don't know, ran us through the
10	He also has legislation on parking that	10	process when Aundra Wallace was hired and ran
11	would implement the parking resolution that	11	us through the process when Ms. Boyer was hired.
12 13	this board adopted last February, although many of you weren't here when it was adopted.	12 13	Myself, Mr. Parola and Ms. Boyer had a
14	In addition, he has a resolution on the	14	call with them was that yesterday? That was
15	downtown noise ordinance or legislation on	15	yesterday to kind of talk about the process,
16	the downtown noise ordinance that we're going	16	the timeline, things of that nature, the
17	to be working on. We think that will be closer	17	stakeholders that will be part of the process,
18	to summer.	18	which, obviously, will include all of you, and
19	And, finally, he wants to revise the DPRP	19	as as much of the City Council as they can
20	program to shorten time frames for payouts.	20	pin down, and a number of other individuals that Mr. Parola has identified.
21 22	So keep yourself posted on that because that's some legislation he's working on.	21 22	We really want to keep this on pace and on
23	Mr. McArthur is going to be joining us to	22	schedule. And in order to try to help them
24	replace Mr. Berry but won't be starting until	24	when they come in from out of town, to be able
25	the beginning of March.	25	to meet with all the Council members, we
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1	6 I do have an opportunity to get an	1	8 thought it best to have a sort of a
2	experienced City employee for capital project	2	committee of the whole workshop of the entire
3	management, which we hope to be hiring in the	3	board on March 10th, which is a Monday, because
4	next few weeks, so we'll keep you posted on	4	the following day is a Council day, which means
5	that.	5	all most of the Council members will be in
6	The CEO search contract is signed, and we	6	the building.
7 8	had a kickoff meeting with the board chair yesterday. And I am going to defer to him to	7 8	So that would be March 11th. There are some problems with that. I'm going to be on a
9	talk real quick about a workshop schedule and	9	plane coming home from Europe. I asked
10	other things.	10	Ms. Fetner if she would chair the committee of
11	I'll leave off my capital project updates	11	the whole. She's not going to be around
12	other than to say RiversEdge requested an	12	because March is Spring Break time.
13	extension on Central Park through the end of	13	So, Guy, you've got some butterflies to
14	May. They will have everything done but the	14	herd.
15	restrooms and pavilion by the end of May. They	15	I know we want to keep on pace. I don't
16 17	have several of the other parks are being completed and delivered on time. We just did	16 17	know if a two-week delay is going to screw this all up, to try to get everybody around, but a
18	an extension on that.	18	two-week delay lands you in Duval County
19	On development agreements, I gave Jones	19	schools' Spring Break, so I'm not sure that
20	Brothers an extension agreement, until the end	20	that helps.
21	of March, to commence construction.	21	And it's just a workshop, so we don't need
22	MOSH has legislation pending before	22	a quorum. It may be that you just need to move
23	Council right now.	23	forward with the 10th and 11th, and those of us
24	Iguana is on schedule for a TCO for their	24	that can't come can watch the video and, you
25	office building by February of '26. Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203	25	know, set additional meetings, things like Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	that. I fust. I just wanted to make you aware that, as we talked about with the search firm, is this going to be a challenging and complicated process but, you know, however you want to address it, you know, to try to get everybody in the room I saw you pull your microphone. Ms. Boyer is chomping at the bit. So if you have anything to offer MS. BOYER: Well, Mr. Chairman, I mean, we picked that date because it was a Council Tuesday, so we thought we would get more council members available for interviews. The week before that if we try to do it the week before that if we try to do it the week before that, I'd love to know how many of the board members here are in town on that Monday or Tuesday because there might bemaybe the consultant is available, and at least it would be committee days. A Monday, Tuesday either Tuesday of Council week or Monday, Tuesday of committee week is important if you want to try to capture council member participation. THE CHAIRMAN: Right. Dane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	It would just ask everybody to coordinate with Mr. Parola as to your availability on the 3rd and 4th, please. And, obviously, Guy, you need to let them know because we talked about the 10th and 11th. It's very important that we hear from all the board members and that the this search committee is able to meet with all the stakeholders and get the information they need to do their job and that we stay on pace, so I would appreciate everyone's cooperation and involvement in that. Any other comments? (No response.) THE CHAIRMAN: I want to appreciate or I want to thank the board members. If if you're anything like my phone, it's been blowing up all week. I appreciate your hard work. I appreciate the questions and the discourse on these important issues. I know this has taken a lot of people's time. This is our second three-hour meeting in a week, so hopefully we can dispense with that in the future, so If there's nothing else for the good of Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203 (904) 821-0300
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	10 Do you want to talk about that now? Do you want to while everybody's here? MS. BOYER: No, they I mean, let people go, but if they will communicate with us and let us know, we can attempt to see if we could schedule that, or we could schedule the Monday, Tuesday of the following week, but and not wait for a Council week. BOARD MEMBER WOHLERS: You're saying March 3rd, correct? Just so MS. BOYER: (Off microphone.) THE CHAIRMAN: Yeah, if you could I think it's best to let you know, Guy, or I see consternation on your face. MS. PAROLA: Through the Chair, my consternation is that March 17th is Duval County's Spring Break THE CHAIRMAN: Right. MR. PAROLA: so you're going to go from private school to Spring Break, and then we're two weeks from April. THE CHAIRMAN: Right. Agreed. So if we can do it that week before, early early March I'm here Monday and Tuesday before I leave, so Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203 (904) 821-0300 MadamCourtReporter.com	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	MadamCourtReporter.com 12 the order, meeting adjourned. (The above proceedings were adjourned at 5:02 p.m.) 5:02 p.m.) Diane M. Tropia, Inc., Post Office Box 2375, Jacksonville, FL 32203 (904) 821-0300 MadamCourtReporter.com

City of Jacksonville Downtown Investment Authority February 19, 2025 Uncertified Condensed Copy

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2	
3	STATE OF FLORIDA)
4 5	COUNTY OF DUVAL)
6 7 8 9 10 11 12 13	I, Diane M. Tropia, Florida Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.
14 15 16	DATED this 3rd day of March 2025.
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