



# Downtown Investment Authority Agenda

Hybrid Virtual In-Person Meeting  
Wednesday, January 19, 2022 at 2:00 p.m.

## MEMBERS:

Braxton Gillam, Esq., Chairman  
Carol Worsham, Vice Chairman  
Jim Citrano, Secretary  
Bill Adams, Esq., Board Member  
David Ward, Esq. Board Member

Ron Moody, Board Member  
Todd Froats, Board Member  
Craig Gibbs, Esq., Board Member  
Oliver Barakat, Esq. Board Member

## BOARD MEMBERS EXCUSED:

### I. CALL TO ORDER

### II. PUBLIC COMMENTS\*

### III. COMMUNITY REDEVELOPMENT AGENCY

- A. December 15, 2021 Community Redevelopment Agency Meeting Minutes
- B. Resolution 2022-01-02: Ford on Bay Disposition (Lori Boyer, CEO)
- C. Resolution 2022-01-03: MOSH Disposition (Lori Boyer, CEO)
- D. Resolution 2022-01-04: Vista Brooklyn Extension (Steve Kelley, Director of Downtown Real Estate and Development)
- E. Resolution 2022-01-05: Lot J Access Agreement (Lori Boyer, CEO)
- F. Resolution 2022-01-06: Kids Kampus Access Agreement (Lori Boyer, CEO)

### IV. DOWNTOWN INVESTMENT AUTHORITY

- A. December 15, 2021 Downtown Investment Authority Board Meeting Minutes
- B. Resolution 2022-01-01: 323 E. Bay St. (Steve Kelley, Director of Downtown Real Estate and Development)
- C. Resolution 2022-01-07: Ordinance 2021-0821 (Guy Parola, Operations Manager)

### V. NEW BUSINESS

### VI. CEO INFORMATIONAL BRIEFING

### VII. CHAIRMAN REPORT

### VIII. ADJOURN DOWNTOWN INVESTMENT AUTHORITY MEETING

### IX. ADJOURN PUBLIC WORKSHOP

---

*\*Only individuals attending the meeting in-person will have an opportunity to provide public comments. Persons who cannot attend the meeting in-person, but who wish to submit public comments regarding any matter on the agenda for consideration at the meeting, may do so by sending their public comments via electronic mail to [DIAPublicComments@coj.net](mailto:DIAPublicComments@coj.net) prior to the start of the meeting. Public comments received prior to the meeting will not be read during the meeting but will instead be forwarded to all DIA Board members for review in advance of the meeting and will remain a part of the permanent record for the meeting itself. You are encouraged to submit public comments well in advance of the start of the meeting to provide DIA Board members with adequate time to read them in preparation for the meeting.*

**PHYSICAL LOCATION**

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

Visitors are encouraged not to enter City owned public buildings if they have: symptoms of COVID-19, a fever of 100.4 degrees Fahrenheit or higher, are currently undergoing evaluation for COVID-19 infection, a diagnosis of COVID-19 in the prior 10 days, or have had close contact with someone infected with COVID-19 during the prior 14 days. Any member of the public entering City owned public building may choose to wear a mask inside the building.

**Directions to Multipurpose Room:** Upon entering Laura Street entrance to the Library, follow directions and signage for temperature check, then proceed into the Main Library. Walk counterclockwise around the grand staircase and you will see signs for the public elevators. Take the elevator down to level C for Conference Level. Exit the elevator and follow hallway out. Turn left out of the hallway and proceed through glass doors into Conference Center. The Multipurpose Room is the first room on the left.

**VIRTUAL LOCATION**

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

**Join Zoom Meeting**

<https://zoom.us/j/94074017448?pwd=WklzbHNRRCT6cFBqL0M4YkNrMkxrQT09>

**Meeting ID: 940 7401 7448**

**Passcode: 642945**

**One tap mobile**

+1 (301) 715-8592 (Washington D.C)

+1 (312) 626-6799 US (Chicago)

Find your local number: <https://zoom.us/u/aclhApq5DJ>

**TAB III.A**  
**DECEMBER 15, 2021**  
**COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES**



**Downtown Investment Authority**  
**Hybrid Meeting**  
*Wednesday, December 15, 2021 – 2:00 p.m.*

**Community Redevelopment Agency**  
**MEETING MINUTES**

**DIA Board Members:** Braxton Gillam, Esq., Chair; Carol Worsham, Vice Chair; Oliver Barakat; Craig Gibbs, Esq.; Bill Adams, Esq.; Todd Froats; David Ward, Esq.; and Ron Moody

**DIA Board Members Excused:** Jim Citrano, Secretary

**Mayor's Staff:** None

**Council Members:** None

**DIA Staff:** Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Downtown Real Estate and Development; Guy Parola, Operations Manager; Ina Mezini, Communication and Marketing Specialist (via Zoom); Wanda James Crowley, Financial Analyst (via Zoom); Lori Radcliffe-Meyers, Downtown Development Coordinator (via Zoom); and Xzavier Chisholm, Administrative Assistant.

**Office of General Counsel:** John Sawyer, Esq. and Joelle Dillard, Esq. (via Zoom)

**I. CALL TO ORDER**

Chairman Gillam called the CRA Board Meeting to order at 2:00 p.m.

**II. PUBLIC COMMENTS**

Chairman Gillam opened the floor to public comment.

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

Stephanie Garfunkel	Spoke in support of the duPont Fund Plan
Cliff Miller	Spoke in favor of the JTA Skyway; in favor of MOSH's relocation to Southbank; Urged the City to revisit development of older buildings
Carnell Oliver	Downtown economic development

**III. COMMUNITY REDEVELOPMENT AGENCY MEETING**

**A. NOVEMBER 17, 2021 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES**

Having called for corrections or other edits by his fellow board members and after receiving none, Chairman Gillam asked for a motion and second on the item.

**Motion:** Board Member Worsham moved to approve the minutes as presented

**Seconded:** Board Member Moody seconded the motion

**Vote: Aye: 8      Nay: 0      Abstain: 0**

**THE MOTION PASSED UNANIMOUSLY 8-0-0.**

**B. RESOLUTION 2021-12-02: SIDEWALK ENHANCEMENT GRANT MODIFICATION**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AMENDING THE TARGETED RETAIL ACTIVATION: FOOD AND BEVERAGE ESTABLISHMENTS PROGRAM (“FAB-REP”) GUIDELINES, AS A PART OF THE DOWNTOWN RETAIL ENHANCEMENT FORGIVABLE LOAN PROGRAM, AND THE SIDEWALK ENHANCEMENT FORGIVABLE LOAN FOUND THEREIN, BY MODIFYING AND FORMALIZING THE REQUIREMENTS OF THE STAND-ALONE SIDEWALK ENHANCEMENT FORGIVABLE LOAN, THE SPECIFICS OF WHICH ARE INCLUDED HERETO AS EXHIBIT ‘A’; AUTHORIZING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

Chairman Gillam called on DIA’s Steve Kelley to present the resolution.

Mr. Kelley introduced the resolution which amends the FAB-REP guidelines with the intention of remedying the stand-alone Sidewalk Enhancement Grant.

Chairman Gillam called for discussion.

Seeing no discussion, Chairman Gillam called for a motion.

**Motion:** Board Member Gibbs moved to approve Resolution 2021-12-02 as presented

**Second:** Board Member Worsham seconded the motion

Chairman Gillam called for a vote.

**Vote: Aye: 8      Nay: 0      Abstain: 0**

**THE MOTION PASSED UNANIMOUSLY 8-0-0.**

**C. RESOLUTION 2021-12-03: RIVERFRONT ACTIVATION**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) IN SUPPORT OF CREATING A VIBRANT AND PUBLICLY ACCESSIBLE DOWNTOWN RIVERFRONT BY PRIORITIZING RIVERFRONT CAPITAL**

**IMPROVEMENTS AND IMPLEMENTING THE IDENTIFIED RECOMMENDATIONS OF THE JESSIE BALL DUPONT FUND RIVERFRONT PARKS ACTIVATION PLAN; INSTRUCTING ITS CHIEF EXECUTIVE OFFICER TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

Chairman Gillam called on CEO Boyer to present the resolution.

CEO Boyer provided an overview of the resolution, stating that it directs the DIA to incorporate the Jessie Ball duPont Fund Riverfront Parks Activation Plan recommendations into the BID/CRA Plan and implement the general concepts and principles, as well as prioritize the riverfront Capital Improvement Plans.

**Motion:** Board Member Worsham moved to approve Resolution 2021-12-03 as presented

**Second:** Board Member Froats seconded the motion

Chairman Gillam called for discussion from the board.

Board Member Barakat expressed his support for the resolution but noted the difficulty of implementing a wholistic approach and stated that he would like to know how exactly the City plans to practice this approach.

Chairman Gillam asked how does incorporating the duPont plan restrict the board's ability to take action. CEO Boyer responded that the duPont plan will not serve as a governing document, but its recommendations will be built into individual BID/CRA projects.

Chairman Gillam called for a vote.

**Vote: Aye: 8      Nay: 0      Abstain: 0**

**THE MOTION PASSED UNANIMOUSLY 8-0-0.**

**D. RESOLUTION 2021-12-04: RESCIND 2021-06-03**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE COMBINED NORTHSIDE EAST AND NORTHWEST COMMUNITY REDEVELOPMENT AREA (CRA) FORMALLY RESCINDING RESOLUTION 2021-06-03 AND RELEASING THE COMMITMENT OF \$100,000 OF FY 20-21 FUNDS WITHIN THE NORTHBANK PARKS AND PROGRAMMING ACTIVITY; PROVIDING AN EFFECTIVE DATE.**

Chairman Gillam called upon CEO Boyer to present the resolution.

CEO Boyer provided an overview of the resolution, stating that it seeks to rescind Resolution 2021-06-03, releasing the commitment of \$100,000 of FY 20-21 funds within the Northbank Parks and Programming Activity. DVI informed the DIA that the intended ice-skating rink program is no longer feasible to implement this year.

Chairman Gillam called for a motion.

**Motion:** Board Member Froats moved to approve Resolution 2021-12-04 as presented

**Second:** Board Member Moody seconded the motion

Chairman Gillam called for board comments. Seeing none, Chairman Gillam called for a vote.

**Vote: Aye: 8      Nay: 0      Abstain: 0**

**THE MOTION PASSED UNANIMOUSLY 8-0-0.**

**ADJOURNMENT:** The Community Redevelopment Agency proceedings are adjourned at 2:29 p.m.

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

**TAB III.B**

**RESOLUTION 2022-01-02 FORD ON BAY DISPOSITION**



## RESOLUTION 2022-01-02

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ADOPTING THE RECOMMENDATION OF THE RETAIL ENHANCEMENT AND PROPERTY DISPOSITION COMMITTEE SELECTING CARTER (“DEVELOPER”) AS THE MOST RESPONSIVE BIDDER TO NOTICE OF DISPOSITION ISP-0287-22 FOR THE DEVELOPMENT/REDEVELOPMENT OF CITY OWNED RIVERFRONT PROPERTY COMPRISED OF DUVAL COUNTY TAX PARCELS 074443-0000 (220 EAST BAY STREET) AND 073358-0000 (330 EAST BAY STREET (THE “SOLICITATION”); FINDING THE CARTER PROPOSAL, ATTACHED HERETO AS EXHIBIT ‘A’, IN FURTHERANCE OF THE NORTH BANK DOWNTOWN CRA PLAN AND IN THE PUBLIC INTEREST; AUTHORIZING THE CEO OF THE DIA TO COMMENCE NEGOTIATIONS WITH THE DEVELOPER AND PRESENT TO THE DIA BOARD A TERM SHEET FOR DISPOSITION AND DEVELOPMENT OF THE PROPERTY (“COURTHOUSE SITE”) IN ACCORDANCE WITH THE PROPOSAL SUBMITTED BY DEVELOPER AND OTHERWISE TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City owns an approximately 2.75 acres of upland riverfront property, exclusive of Courthouse Drive right of way, comprising a portion of Duval County Tax Parcel Number 073358 0000, hereto referred to as the “Property”; and

**WHEREAS**, the Property is located within the North Bank Downtown Community Redevelopment Area (“North Bank CRA”); and

**WHEREAS**, on November 17, 2021, the DIA Board adopted Resolution 2021-11-05, instructing its CEO to cause to be issued a Notice of Disposition for the Property, consistent with Florida Statutes Chapter 163.380(3)(a) City of Jacksonville Ordinance Code Chapter 122, Subpart C *Community Redevelopment Real Property Dispositions* and incorporating the terms of and scoring criteria for such disposition; and

**WHEREAS**, the DIA through the City’s Procurement Division, released on November 19, 2021 ISP-0287-22 - Notice of Disposition with a Proposal Due Date of December 22, 2021; and

**WHEREAS**, the DIA received six (6) bid proposals in response to ISP-0287-22; and

**WHEREAS**, the bid proposals were scored by the appointed scoring committee based on criteria and points assigned; and

**WHEREAS**, based on the scores assigned by scoring committee members, Carter was ranked number one and MAA was ranked number two; and

**WHEREAS**, the Retail Enhancement and Property Disposition committee of the DIA considered the rankings and score sheets, the NOD responses, and answers provided by the respondents at their publicly noticed meeting held on January 18, 2022 and has identified Carter as the respondent whose proposal is deemed in the public interest, furthers the North Bank Community Redevelopment Area Plan and furthers Sec. 163.380 Florida Statutes, and it is recommended by the committee that the DIA Board approve this resolution to enter into negotiations for a Term Sheet with Carter for the sale and redevelopment of the Courthouse Site.

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

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

**Section 2.** The DIA, following consideration of the score rankings, the recommendation of the Retail Enhancement and Property Disposition Committee, and the Northbank CRA Plan and BID Plan at their publicly noticed meeting held on January 18, 2022, hereby adopts the recommendation of the Retail Enhancement and Property Disposition Committee, selecting Carter as the respondent whose proposal is deemed in the public interest, furthers the North Bank Community Redevelopment Area Plan and furthers Sec. 163.380 Florida Statutes.

**Section 3.** The DIA hereby authorizes the CEO of the DIA to negotiate a Term Sheet with the Developer with respect to the sale and redevelopment of the Courthouse Site in accordance with the Developer's proposal. Such term sheet shall be presented to the DIA Board for approval.

**Section 4.** This award shall terminate in 75 days unless a term sheet has been successfully negotiated and approved by the Board or the time for approval extended by the Board. In the event this award is terminated, the Board may enter into negotiations with the second ranked respondent or terminate the disposition.

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

[SIGNATURES ON FOLLOWING PAGE]

RESOLUTION 2022-01-02

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_ W. Braxton Gillam, Chairman \_\_\_\_\_ Date \_\_\_\_\_

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

**SUPPLEMENTAL INFORMATION**  
**FORD ON BAY MEMO & SCORING**




# Downtown Investment Authority

---

## Memorandum

**TO:** DIA Board Members

**FROM:** Lori Boyer, CEO 

**RE:** Ford on Bay Schedule and Process

**DATE:** January 11, 2022

The Ford on Bay Notice of Disposition (NOD) closed December 23, and DIA received six responses. The respondents were: Related Group, Van Trust, Silver Hills, Carter, Southeast Group, and MAA. Oral interviews, open to the public, were held on January 5<sup>th</sup>, and all scorers and respondents participated. With this memo, the entire Board is receiving a digital link to each respondent's submittal as well as the audio and video recordings of the interviews. Similarly, we will advise City Council members that the submittals are available for their review.

**SCORING:** The proposals received were be scored by me, Stephanie Burch as the representative of the Administration and Carol Worsham and Jim Citrano, Jr. as DIA Board Members. CBRE was required by their contract to provide certain factual information regarding the applicants and their proposals to Procurement who in turn made that information available to the scorers to assist in their review and is provided to you in the link provided. Scores were provided to Procurement, who prepared the ranked and averaged score sheet included in the link. Scorers did not discuss the proposals with each other, but each independently scored the same respondent as number 1. Attached to this memo is the averaged and ranked score sheet for the Ford on Bay which reflects that Carter is the number one ranked respondent collectively but also individually by each of those scoring. The score sheet summary is also included at the link.

**TIMELINE:** The timeline for consideration and meetings is as follows:

**1/11/2022 @ 2:00 p.m.** – deadline for publication of Notice and agenda for RE & PD (Retail Enhancement and Property Disposition) Committee of DIA (meeting 1/18 @ 2:00 p.m.)

**1/18/2022 @2:00 p.m.** – RE & PD Committee to consider NOD Responses and compiled scores and make recommendation to DIA Board. [Meeting location: City Hall, 1<sup>st</sup> floor, Lynwood Roberts Room. Open to the public.]

**1/19/2022 @ 2:00 p.m.** – DIA Board meeting at which recommendation of REP & PD Committee will be considered. [Meeting location: Jacksonville Public Library-Main Library/Downtown, 303 North Laura Street, Multipurpose Room (located in the Conference Center) Open to the public.]

**SUNSHINE LAW AND PROCUREMENT CONSIDERATIONS:** At the RE & PD meeting on 1/18, only committee members will vote on the recommendation, but the meeting will be noticed to allow all BOARD members the opportunity to speak and ask questions as is customary at our committee meetings. As with any matter to come before the Board, Board members should not discuss the award with one another except in a publicly noticed meeting.

**STANDARD OF AWARD BY DIA BOARD:** In accordance with Florida law, the standard to be followed by the Board in deciding whether to award and to whom, is to determine what is in the public interest. The Board is not bound by the ranking, or scores provided, but they should be considered in your evaluation of public interest and are reflective of the criteria established by the Board for the site which were incorporated in the NOD.

## EVALUATION SCORING MATRIX

<b>Title:</b> Notice of Disposition of Duval County Tax Parcel 073358-0000 (330 East Bay Steet) aka The Ford on Bay								
<b>ISP No.:</b> ISP-0287-22								
<b>Close Date:</b> December 22, 2021								
<b>Analyst:</b> David Klages								
<b>No. Invited:</b> (20,000+ by CBRE) <b>Received:</b> ( 6 ) <b>Other:</b> ( 0 )								
<b>Recorded By:</b> Melissa Pierce								
Contractors/Reviewers	Experience & Qualifications	Economic Benefit	Project Development & Design	Financial Proposal	Oral Presentation	Bonus Points	Total	Rank
<b>CARTER</b>								
Boyer	14.00	14.00	58.00	7.00	5.00	28.00	126.00	<b>1</b>
Burch	15.00	16.00	72.00	10.00	5.00	30.00	148.00	
Citrano	18.00	15.00	69.00	12.00	5.00	30.00	149.00	
Worsham	19.00	14.00	65.00	11.00	5.00	30.00	144.00	
<b>Average</b>	<b>16.50</b>	<b>14.75</b>	<b>66.00</b>	<b>10.00</b>	<b>5.00</b>	<b>29.50</b>	<b>141.75</b>	
<b>MID-AMERICA APARTMENTS</b>								
Boyer	18.00	13.00	57.00	12.00	5.00	14.00	119.00	<b>2</b>
Burch	17.00	12.00	59.00	9.00	5.00	20.00	122.00	
Citrano	20.00	18.00	57.00	12.00	4.00	21.00	132.00	
Worsham	20.00	14.00	54.00	12.00	5.00	8.00	113.00	
<b>Average</b>	<b>18.75</b>	<b>14.25</b>	<b>56.75</b>	<b>11.25</b>	<b>4.75</b>	<b>15.75</b>	<b>121.50</b>	
<b>RELATED DEVELOPMENT</b>								
Boyer	18.00	9.00	36.00	12.00	4.00	6.00	85.00	<b>3</b>
Burch	20.00	12.00	68.00	11.00	5.00	24.00	140.00	
Citrano	20.00	15.00	61.00	12.00	5.00	25.00	138.00	
Worsham	19.00	13.00	46.00	12.00	5.00	20.00	115.00	
<b>Average</b>	<b>19.25</b>	<b>12.25</b>	<b>52.75</b>	<b>11.75</b>	<b>4.75</b>	<b>18.75</b>	<b>119.50</b>	
<b>SOUTHEAST DEVELOPMENT GROUP</b>								
Boyer	13.00	18.00	38.00	6.00	3.00	6.00	84.00	<b>4</b>
Burch	10.00	20.00	50.00	7.00	5.00	25.00	117.00	
Citrano	4.00	22.00	41.00	5.00	3.00	25.00	100.00	
Worsham	19.00	18.00	66.00	9.00	5.00	25.00	142.00	
<b>Average</b>	<b>11.50</b>	<b>19.50</b>	<b>48.75</b>	<b>6.75</b>	<b>4.00</b>	<b>20.25</b>	<b>110.75</b>	

## EVALUATION SCORING MATRIX

<b>Title:</b> Notice of Disposition of Duval County Tax Parcel 073358-0000 (330 East Bay Steet) aka The Ford on Bay								
<b>ISP No.:</b> ISP-0287-22								
<b>Close Date:</b> December 22, 2021								
<b>Analyst:</b> David Klages								
<b>No. Invited:</b> (20,000+ by CBRE) <b>Received:</b> ( 6 ) <b>Other:</b> ( 0 )								
<b>Recorded By:</b> Melissa Pierce								
Contractors/Reviewers	Experience & Qualifications	Economic Benefit	Project Development & Design	Financial Proposal	Oral Presentation	Bonus Points	Total	Rank
<b>SILVER HILLS DEVELOPMENT</b>								
Boyer	14.00	15.00	23.50	9.50	4.00	4.00	70.00	<b>5</b>
Burch	14.00	12.00	55.00	8.00	5.00	17.00	111.00	
Citrano	18.00	16.00	48.00	12.00	4.00	13.00	111.00	
Worsham	19.00	16.00	40.00	11.00	3.00	7.00	96.00	
<b>Average</b>	<b>16.25</b>	<b>14.75</b>	<b>41.63</b>	<b>10.13</b>	<b>4.00</b>	<b>10.25</b>	<b>97.00</b>	
<b>VANTRUST REAL ESTATE</b>								
Boyer	16.00	8.00	23.00	11.00	4.00	8.00	70.00	<b>6</b>
Burch	20.00	8.00	48.00	6.00	5.00	15.00	102.00	
Citrano	20.00	14.00	48.00	12.00	5.00	16.00	115.00	
Worsham	20.00	14.00	31.00	11.00	3.00	7.00	86.00	
<b>Average</b>	<b>19.00</b>	<b>11.00</b>	<b>37.50</b>	<b>10.00</b>	<b>4.25</b>	<b>11.50</b>	<b>93.25</b>	



**TAB III.C**

**RESOLUTION 2022-01-03 MOSH DISPOSITION**

**RESOLUTION 2022-01-03**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) APPROVING THE DISPOSITION BY GROUND LEASE OF A 2.5 ACRE PARCEL (THE “MUSEUM PARCEL”) OF CITY-OWNED REAL PROPERTY LOCATED WITHIN THE BOUNDARY OF THE PARCEL DEPICTED ON EXHIBIT A ATTACHED HERETO (THE “PROPERTY”) AND COMPRISING A PORTION THE LAND GENERALLY KNOWN AS SHIPYARDS EAST LOCATED BETWEEN GATOR BOWL BOULEVARD AND THE ST. JOHNS RIVER, AND IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBER RE#130571-000, (“THE PROPERTY”) IN ACCORDANCE WITH THE TERMS ATTACHED HERETO AS EXHIBIT A TO THE MUSEUM OF SCIENCE AND HISTORY (“MOSH”) (THE “DEVELOPER”); FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City owns an approximately 21.7-acre parcel of real property currently which is identified by Duval County Tax Parcel Number RE# 130571-000 (“Shipyards East”); and

**WHEREAS**, MOSH has expressed the desire to construct a new museum facility on Shipyards East; and

**WHEREAS**, Shipyards East is located within the Combined Downtown Northbank Community Redevelopment Area (“Northbank CRA”); and

**WHEREAS**, Jessie Ball DuPont Fund has shared with DIA a master plan of the Catherine Street to Metropolitan Park waterfront that envisions a civic attraction on Shipyards East; and

**WHEREAS**, the DIA finds that such a civic attraction is also consistent with the Conceptual Master Plan contained in the adopted BID Plan for the Northbank CRA; and

**WHEREAS**, pursuant to Resolution 2021-07-03, the DIA directed the CEO to enter into negotiations with MOSH regarding the potential disposition of a civic attraction site in Shipyards East in accordance with the negotiated disposition procedure adopted by DIA.

**WHEREAS**, Developer submitted a proposal for redevelopment of the Museum Parcel and associated easements and public partnerships to be designed and constructed within the boundary of the Property depicted on **Exhibit B**; and

**WHEREAS**, DIA entered into negotiation with Developer regarding the terms of the disposition and redevelopment in accordance with DIA's approved negotiated disposition process; and

**WHEREAS**, pursuant to Resolution 2021-11-01 DIA authorized a Notice of Disposition for the Property consistent with the terms established in that Resolution; and

**WHEREAS**, The Notice of Disposition was published on November 22, 2021 and closed on December 23, 2021 and no other offers were received; and

**WHEREAS**, in order to determine fair value for the property pursuant to Florida Statutes Chapter 163.380(2), and as required by City of Jacksonville Code of Ordinances §122.432, the DIA has obtained an appraisal of the various parcels involved in the disposition; and

**WHEREAS**, DIA is the designated Community Redevelopment Agency for the Northbank CRA, for which a Business Investment and Development Plan, inclusive of a Community Redevelopment Plan, ("BID/CRA Plan") was adopted by Ordinance 2014-560-E; and

**WHEREAS**, Section 55.108 of the Jacksonville Code of Ordinances grants certain powers and duties to the DIA, including:

Interpreting the BID/CRA Plan and approving development and redevelopment projects within Downtown;

Implementing the BID/CRA Plan, and negotiating and approving downtown development and redevelopment agreements, grant agreements, license agreements, and lease agreements;

Planning and proposing Projects and Public facilities within Downtown; and

**WHEREAS**, at a publicly noticed meeting held on January 18, 2022, the DIA Retail Enhancement and Property Disposition Committee ("REPD") recommended that the DIA Board adopt Resolution 2022-01-03; and

**WHEREAS**, the DIA finds that the proposed disposition and redevelopment proposal further the following Redevelopment Goal and Strategic Objectives found in the BID/CRA Plan:

**Redevelopment Goal No. 1 - Reinforce Downtown as the City's unique epicenter for business, history, culture, education, and entertainment.**

**Applicable Strategic Objectives:**

1. Support the expansion of entertainment and restaurant facilities.
2. Increase venues
3. Focus efforts on drawing many diverse attractions, rather than a small number of large ones.
4. Create a consistent theme and image that conveys a sense of the excitement and activity Downtown.

**Redevelopment Goal No. 3 - Simplify the approval process for Downtown development and improve departmental and agency coordination.**

**Applicable Strategic Objectives:**

1. Provide publicly owned land and building space for public and private development which will support and strengthen Downtown's commercial and residential base and comply with the other Redevelopment Goals.
2. Initiate public-private partnerships
3. Promote clean-up and redevelopment of brownfields.
4. Increase recreation, entertainment, cultural heritage, and other programming opportunities.
5. Provide spaces for residents to conduct community business and spaces for social events and educational programs.

**Redevelopment Goal No. 4 – Improve walkability/bikeability and connectivity to adjacent neighborhoods and the St. Johns River while creating highly walkable nodes.**

**Applicable Strategic Objectives:**

1. Improve access to and from the St. Johns River and enhance Downtown experience for all Jacksonville citizens and visitors through variety of spaces, signage, lighting, and technology.
2. Protect, enhance, and increase public perpendicular access to the Riverwalk in line with street grid.
3. Provide for proper management and maintenance of public spaces.
4. Create a mixture of uses so that housing, activities, retail, and other businesses are within useful walking distance.
5. Require all buildings to have active facades at street level. Encourage active street life through a mixture of restaurants (including cafes with outdoor seating), retail, services, and connection to the street. Minimize blank walls and surface parking.

**Redevelopment Goal No. 5- Establish a waterfront design framework to ensure a unique experience and sense of place.**

**Applicable Strategic Objectives:**

1. Ensure that the riverfront is both physically and visually accessible for locals and tourists of all ages and income.
2. Enforce the 50-foot (minimum) building setback from the St. Johns River's water edge.
3. Prioritize beautification and greening of the Riverwalk using Florida-Friendly landscaping practices and plant material that is indigenous to the region

4. Ensure that the riverfront includes a variety of immersive environments, ranging from passive enjoyment of the River to active entertainment areas with restaurants, shops, and attractions, all linked by the Riverwalk.

**Redevelopment Goal No. 7 – Use planning and economic development policies to promote design for healthy living.**

**Applicable Strategic Objectives:**

1. Recognize the economic value: Encourage Downtown development to be compact and walkable as it provides economic benefits to developers through higher residential sale prices, enhanced marketability, and faster sales or leases creating an economic multiplier effect.
2. Mix it up: Entice mixes of uses and densities; remove regulatory barriers; rethink parking; and optimize uses.

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

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

**Section 2.** The DIA has determined that in furtherance of its plan to redevelop the Northbank Riverwalk and associated park spaces as a destination for residents and visitors alike, the Property should be developed for use as a civic or cultural attraction, or entertainment venue.

**Section 3.** The DIA hereby approves the disposition of a 2.5-acre portion of the Property by Ground Lease in accordance with the terms of the Term Sheet attached hereto as Exhibit A, together with such other terms and conditions identified therein.

**Section 4.** The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to take all action necessary to effectuate the purposes of this Resolution., including the preparation and filing of legislation with City Council.

**Section 5.** This Resolution, 2022-01-03, shall become effective on the date it is signed by the Chair of the DIA Board.

[Signatures on Following Page]

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
W. Braxton Gillam, Chairman

\_\_\_\_\_

Date

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

DRAFT

**Exhibit A**  
**Term Sheet**  
 Resolution 2022-01-031

Developer:	Museum of Science and History (“MOSH”).
The Property:	A 6.86 plus or minus acre parcel of land commonly referred to as Lot X and depicted on the sketch attached as Exhibit B.
The Museum Parcel:	A 2.5-acre parcel located on the Property and on which a public museum building and all associated driveways, parking, and other spaces controlled exclusively by MOSH will be located.
The Partnership Parcel:	Up to 1.5 acres of the Property surrounding and contiguous to the Museum Parcel. All berms, buffers and landscape designed solely to screen or aesthetically enhance the building on the Museum parcel must be included in the Partnership Parcel. The Partnership Parcel may be used by Developer for exclusive and private events and programs on an occasional basis.
The Project:	A 75,000 SF to 130,000 SF public museum facility, together with associated parking, driveways, and private outdoor exhibit spaces to be constructed by MOSH on the Museum Parcel.
The Park Project:	A publicly accessible Riverwalk and park space to be designed by Developer for the balance of the Property inclusive of the Partnership Parcel, but exclusive of the Museum Parcel. The Developer may seek reimbursement for the design through a cost disbursement agreement subject to City Council approval. Contiguous landscaped areas designed for programmatic use as park space shall be maximized. At the point of 30% design plans and subject to City approval, the Developer may elect to construct or design/build the Riverwalk and Park Project with reimbursement through a cost disbursement agreement specific to such improvements.
Redevelopment Agreement	The Redevelopment Agreement will establish the essential terms of the Ground Lease of the Museum Parcel, the Partnership Agreement with respect to use and maintenance of the Partnership Parcel, the Developer’s rights and responsibilities with respect to design of the Park Project, the Developer’s and the City’s obligations with respect to construction of infrastructure improvements, site remediation, park improvements, etc., on the Property and other terms relevant to development of the Property. The RDA will become effective upon its execution following approval by City Council. Its terms will govern the period prior to the Effective Date of the Ground Lease as well as rights and responsibilities of the parties for other portions of the Property throughout the term of the RDA.
Ground Lease Terms:	The DIA on behalf of the City will enter into a Ground Lease of the Museum Parcel with the Developer.  The term of the Ground Lease shall consist of a Construction Term not to exceed Four (4) years commencing on the Effective Date of the Ground Lease

	<p>(Commencement of Construction) and ending upon Substantial Completion of the Project. Upon Substantial Completion of the Project, the Occupancy Term of Forty (40) years shall commence, which lease will provide one (1) ten-year renewal option provided the Developer remains in compliance with the Redevelopment Agreement and Ground Lease, including the use and maintenance obligations therein. At any time prior to the expiration of the Occupancy Term, whether or not extended by renewal, MOSH may seek an extension of the term, subject to review and approval by the City Council.</p> <p>Annual ground lease rent shall be \$1.00/year.</p> <p>MOSH may obtain, at its expense, leasehold title insurance but the City shall have no obligation to warrant title or remove any title defects.</p>
<p>Site Investigation:</p>	<p>Following the execution of the Redevelopment Agreement, MOSH will have a period of 180 calendar days (“Due Diligence Period”) to inspect and perform tests on the Property to determine its suitability for the Project, and to investigate the quality and marketability of the title of the leasehold interest it will receive from the City. Upon notice to the City, MOSH may terminate the Redevelopment Agreement and the Project any time within the period without cause and without incurring any obligations under the Lease or Redevelopment Agreement.</p>
<p>Environmental:</p>	<p>The City will remain responsible for compliance with the Shipyards BSRA and all orders and consent agreements governing environmental issues applicable to the Property.</p> <p>MOSH will provide access to the Property for any required investigation and monitoring activities but shall not be liable for environmental issues applicable to the Property except to the extent the cause of the same is attributable to the use or occupancy of the Property by MOSH, including liability for any damage caused by Developer or its contractors during construction.</p>
<p>Entitlements:</p>	<p>The City and the DIA will allocate all required entitlements for the Project, including but not limited to Downtown Development Rights and Mobility Credits at no expense to the Developer. Stormwater Credits will be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known.</p>
<p>Design:</p>	<p>a. MOSH will design the museum facility and the surrounding park space comprising the Property with the aspirational goal of creating an iconic venue. Iconic means that the facility will be visually dramatic, unique, and memorable. It will be designed with the intent to draw visitors from around the Southeast Region and serve as an important and enduring landmark contributing to that which defines the City as a distinctive urban center and will remain visually and experientially appealing with the passage of time.</p> <p>b. The design will comply with the Downtown Overlay Standards as enacted within the Jacksonville Municipal Code as well as the DDRB’s</p>



	<p>development guidelines, except as may otherwise be approved by the DDRB and allowed by code. A minimum 50' building setback from the river on all waterfront sides of the Property will be required and no portion of the Museum Parcel may encroach within this zone.</p> <p>c. MOSH shall advise its Design team that DIA desires an expanded riverfront park space adjacent to Riverwalk to connect parks east and west of the site. To the extent feasible, the building itself and the boundary of the Museum Parcel will be set back 100 feet or more from the bulkhead but its riverfront frontage should open to and engage with the Riverfront park. Furthermore, the building should be designed to engage with Bay Street. DIA envisions a walkable activated corridor, and this site needs to contribute to the activation of that street frontage. In most cases, we are requiring retail or restaurant space with direct sidewalk access and the zoning Overlay includes a "build to" line.</p> <p>d. The Design of the Park Project (inclusive of the Partnership Parcel) is subject to review and approval of the Downtown Investment Authority for consistency with its BID and CRA Plan and of the DIA and COJ Department of Parks, Recreation and Community Services for consistency with associated adopted studies and plans of each for the Riverwalk and riverfront.</p> <p>e. By September 30, 2022, the Developer shall submit to the Downtown Investment Authority a site plan for the Museum Parcel (inclusive of approximate building dimensions, setbacks, entrances, uses and engagement on Bay and the riverfront) which shall be subject to DIA's review and approval, for consistency with the design elements contemplated hereunder.</p> <p>f. The design of the Museum Parcel may include queueing space for loading and unloading a maximum of 6 buses delivering and picking up museum patrons. Surface parking of buses on the Property shall not be permitted.</p> <p>g. In collaboration with the City's Chief Resiliency Officer, the design will include resiliency features, including to the extent practicable the design recommendations set forth in the 2021 Report by the City Council Special Committee on Resiliency and/or other City requirements adopted as of design review, consistent with the term of the Ground Lease. Further, by April 1, 2022, a storm surge simulation will be provided to the Developer by the City to evaluate how flooding can be mitigated, and the results factored into the design.</p> <p>h. The design must be coordinated with the Hogan's Creek resiliency project which is under design and Emerald trail segment contemplated to cross the site. Preliminary designs contemplate a living shoreline to improve habitat and water quality at the mouth of Hogan's Creek. In addition, the current concept design proposes up to a 100' buffer from</p>
--	--

	<p>the existing bulkhead. The concept design also contemplates a Trail visitor center at Bay Street on the creek front and the trail must connect to the Riverwalk Publicly available restrooms for trail and Riverwalk users should be accommodated either in the visitor center or elsewhere within the Park Project. Finally, the location of the pedestrian bridge crossing the creek will be subject to coordinated design and placement.</p> <ul style="list-style-type: none"> <li>i. A science themed activity node will be included on the Property executed at a scale, durability and appeal complementing other activity nodes within the Downtown Area. The node marker shall be capable of being lighted at night and visible from other locations along the Riverwalk.</li> <li>j. The design will include access to and features complementing the portion of the Riverwalk located adjacent to the Property.</li> <li>k. Landscaping will comply with the City’s standards, Downtown Design Standards, and the Riverwalk Plant Palette within the Riverwalk adjacent portion of the Property.</li> </ul>
<p>Construction and Financing of Infrastructure:</p>	<p>Pursuant to a previously approved and funded CIP project, the City shall complete:</p> <ul style="list-style-type: none"> <li>a. During the Due Diligence Period, surveys, ground penetrating radar, soil borings, environmental testing and similar studies and investigations appropriate to make the Property available for sale or lease for any development.</li> <li>b. During the Due Diligence Period and thereafter prior to Commencement of Construction pursuant to a Cost Disbursement Agreement, the City will reimburse the Developer for the Design of the Park Project and science themed activity node (excludes the Museum Parcel) in an amount not to exceed \$800,000.</li> <li>c. Following expiration of the Due Diligence Period but prior to commencement of the Construction Term, on-site horizontal improvements including unsuitable materials removal and disposal, dewatering, filling, grading, extension, or relocation of utilities within the Property and measures required to provide stable bases for structural foundations and substantial loadbearing Project elements, including but not limited to excavation work.</li> <li>d. Following expiration of the Due Diligence Period and satisfaction of the fundraising goal for the construction of the museum facility and associated improvements on the Museum Parcel but prior to commencement of the Construction Term, the stubbing of electric, water, wastewater, and reuse water utility services at the property and facilities for receiving and transporting stormwater from the Property for management off-site if required or connecting to the River.</li> </ul>

	<p>e. During the Construction Term and prior to commencement of the Occupancy Term of the Lease, the City shall design and construct an extension of A. Philip Randolph Blvd. contiguous to the Property boundary to provide access to the future driveway/parking entrance for the Project.</p> <p>f. During the Construction Term and prior to commencement of the Occupancy Term of the Lease, the City shall construct the Riverwalk contiguous to the Property boundary as is currently permitted within the approved CIP Project Scope</p> <p>g. During the Construction Term and prior to commencement of the Occupancy Term of the Lease, the Developer may elect to construct the Park Project and science themed activity node, or portions thereof, and the City shall reimburse Developer, pursuant to a Cost Disbursement Agreement, for construction of the approved Park Project in accordance with the approved budget therefor, with Developer assuming responsibility for cost overruns, if any, associated with such construction. If Developer elects not to construct all or any portion of the Park Project, the City shall construct the same during the Construction Term.</p> <p>h. Any excess funds in the approved CIP project upon completion of the approval of budgets for the foregoing items (a) through (g), shall be used to further extend the Riverwalk beyond and in the vicinity of the Property as is currently permitted within the approved CIP Project Scope.</p>
<p>Fundraising Condition:</p>	<p>MOSH is responsible for securing funds (private donations, grants, etc. other than City grants or CIP) for the construction of the museum facility and associated improvements on the Museum Parcel totaling at a minimum \$40,000,000, with a total projected capital investment of \$85,000,000. MOSH anticipates the principal sources for such funds to be twofold: (i) donations secured by pledge agreements with individuals, business entities, foundations, and the like; and (ii) a grant or grants from the State, Federal Government, or other grant organizations. To qualify as having been secured, a pledge must be binding, though it may be collected over a period of years. MOSH is not prohibited from procuring institutional financing for facility construction so long as neither the Museum Parcel, the Ground Lease nor the museum facility and fixed improvements are pledged as security. Such financing may be secured by donation pledge agreements.</p> <p>The above required minimum construction financing must be secured on or before December 31, 2023. Failure to secure sufficient funding to commence construction by December 31, 2023, subject to extensions as permitted in the RDA and by force majeure, will result in the termination of the RDA and MOSH will have no further rights to development of the Property.</p>
<p>Use of the Museum Parcel:</p>	<p>The facility constructed on the Property will be used by MOSH primarily as a public museum with exhibits, programs and fixed improvements focused</p>

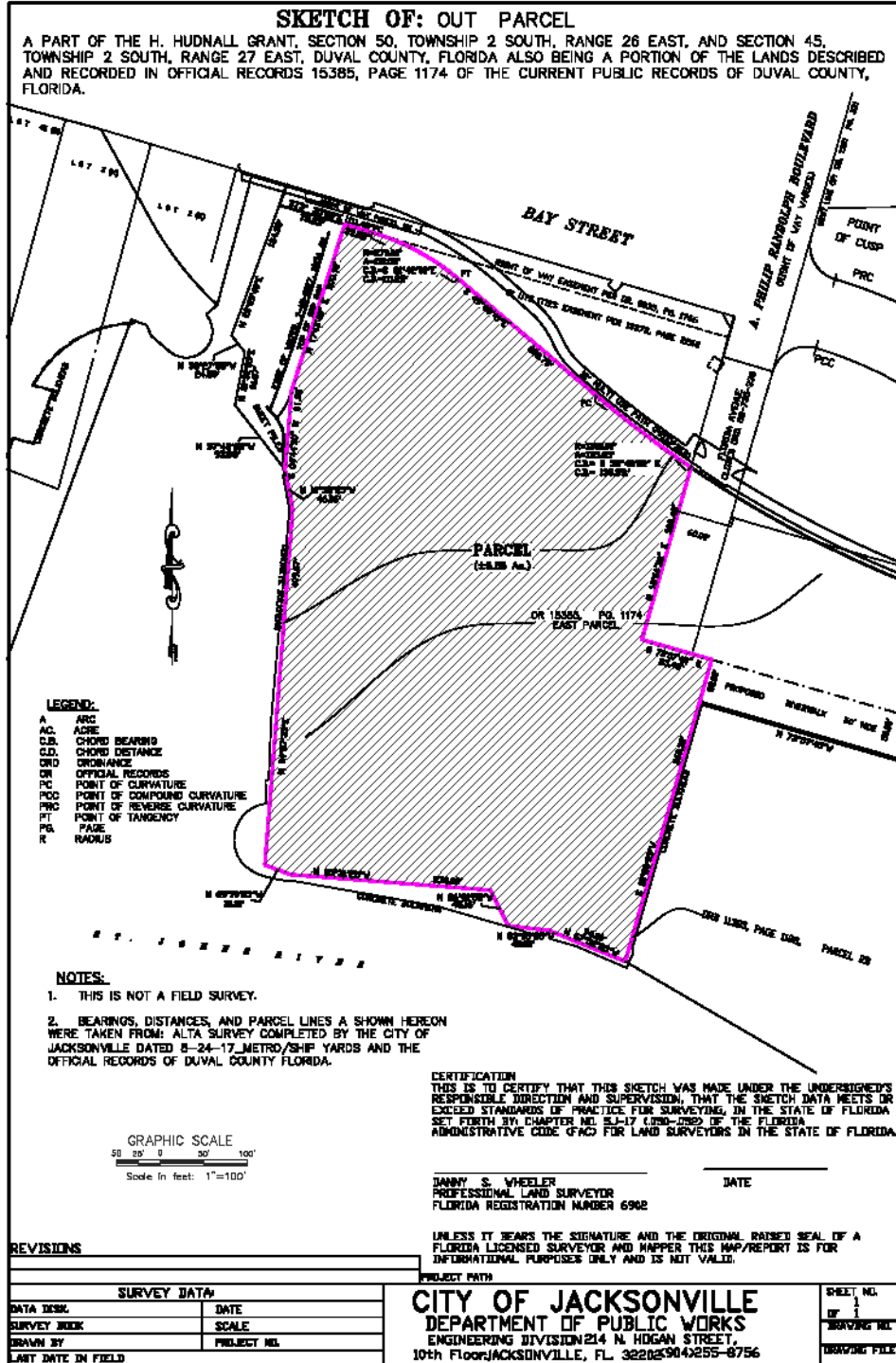
	<p>principally on science and history including education centered around technology, engineering, and mathematics. Ancillary uses may include a gift shop and food service. MOSH is authorized to charge general admission fees; rental fees for on-site third-party events; specific program charges and tuition for workshop, classroom and educational units provided by MOSH; admission fees for school sponsored visits.</p> <p>The Museum will contain no less than 50,000 square feet of exhibit and gallery space, in addition to classrooms, gift shops, cafés, event space and other facilities. The Museum will be open to the public no fewer than 295 days per year; no fewer than 5 hours/day. It is understood that the activation of the riverfront on a consistent basis is a material inducement to the Ground Lease.</p>
<p>Use of the Partnership Parcel:</p>	<p>The Partnership Parcel shall remain generally open and available for public use as a park, however pursuant to an operating agreement or parks partnership agreement MOSH shall have the non-exclusive right to program such space and on occasion restrict access to portions of the Partnership Parcel for private or ticketed events. MOSH shall be responsible for routine maintenance of the Partnership Parcel, other than Capital Expenditures, may establish rules for its use and shall include the Partnership Parcel within its insurance coverage for all MOSH programs, sponsored or private events. In no event shall the Partnership Parcel be permanently gated, fenced or access otherwise restricted to require entry through the Museum. During hours other than (i) Museum Operating hours and (ii) hours of occasional special events sponsored by the Museum after such Operating hours subject to coordination with the Parks and Recreation Department, the Partnership Parcel shall be publicly accessible in accordance with applicable City Park rules for the Riverwalk and adjacent parks space.</p>
<p>Permits:</p>	<p>MOSH will be responsible for obtaining all building and other permits required for the Project.</p>
<p>Selected Ground Lease Provisions:</p>	<p>The Ground Lease will include provisions, among others in the standard City Ground Lease, addressing the following:</p> <ul style="list-style-type: none"> <li>a. MOSH will obtain and maintain liability and premises insurance with limits established by City Risk management. The City must be an additional insured under each policy.</li> <li>b. Without the City’s consent, the Lease will not be assigned by MOSH to a third party, nor will MOSH sublease any portion of the Property to a third party; provided, the foregoing will not prohibit MOSH from subleasing any portion of the Property to the Duval County School District for educational purposes, or from renting the facility to third parties for short term events, or from subleasing space to a third-party provider of food service, and the City’s consent will not be required for the same.</li> <li>c. Upon the termination of the Lease for any reason, the City promptly will be let into possession of the Property. Throughout the term of the</li> </ul>

	<p>Lease, title to the museum facility and other fixed improvements made to the Property by MOSH will remain with MOSH until the termination of the Lease, whereupon such title will pass to the City.</p> <p>d. Typical lease remedies for default with cure opportunities.</p>
<p>Performance Schedule:</p>	<p>a. Est. February 2022 – The Redevelopment Agreement will be entered into by MOSH and the City immediately following the effective date of the legislation authorizing the City’s entry.</p> <p>b. Est. March-August 2022 – Due Diligence Period.</p> <p>c. April 1, 2022 – Storm surge simulation provided to the Developer by the City.</p> <p>d. September 30, 2022 – Submittal of the site plan for the Museum Parcel for review and approval by the Downtown Investment Authority.</p> <p>e. Est. February 2022-November 2023 – Satisfaction of conditions to enter into Ground Lease, including fundraising for museum facility and associated improvements on the Museum Parcel; upon completion of fundraising, commencement of construction or installation of the infrastructure and site work funded by the CIP Appropriation, including stubbing of utilities at the Property and construction of stormwater facilities.</p> <p>f. Est. November 2023 – Ground Lease will be entered into immediately upon satisfaction of all conditions.</p> <p>g. Dec. 31, 2023 – Commencement of Construction or termination of RDA. Construction of the museum facility must commence no later than December 31, 2023. The commencement of construction or installation of the infrastructure and site work funded by the CIP Appropriation or any portions thereof shall not be deemed the commencement of construction of the museum facility.</p> <p>h. Dec. 31, 2027 – Substantial Completion of construction of all improvements on the Property.</p> <p>i. The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA’s Executive Director and an additional up to six (6) months by the DIA Board without additional City approval upon reasonable cause shown by MOSH, and by force majeure. Such extension of the Commencement Date shall also apply to the date of Substantial Completion, so that a single extension provided will apply to both simultaneously.</p> <p>j. The development of the Property and construction of the museum building will not be phased; however, this provision does not preclude</p>

	<p>future finishing out of the interior of buildings and other improvements after Substantial Completion. Any future exterior work in the Museum Parcel will be subject to DDRB review and approval.</p> <p>k. Following entry into the Redevelopment Agreement MOSH will provide to the City, project updates every six months.</p>
<p>Existing Museum</p>	<p>One hundred and eighty days following the date substantial completion of the new museum facility on the Property has been achieved, the lease and sublease for the existing MOSH museum located at 1025 Museum Circle will be deemed terminated. Prior to termination, MOSH will retain exclusive possession of the existing museum facility for the purpose of packing and removing non-fixed property belonging to MOSH, immediately following which MOSH will vacate the premises and surrender possession to the City. Simultaneously with the termination, the Duval County School District shall relinquish all interests in the premises. Title to and ownership of all structures and fixtures on the premises by MOSH will pass to the City upon the date following the vacating of the premises by MOSH. Notwithstanding the foregoing, in the event existing grant conditions require that the existing facility remain in operation through 2026, MOSH will comply with such grant requirements or cause the same to be released prior to vacation of the current facility.</p>

The provisions of this Term Sheet are intended to guide the parties in negotiating the Ground Lease, the Redevelopment Agreement and any other documents that may be necessary to give effect to the manifest intent of the parties expressed herein.

Exhibit B to Resolution 2022-01-03



**SUPPLEMENTAL INFORMATION**  
**MOSH STAFF REPORT**



**Downtown Investment Authority  
Negotiated Disposition and Redevelopment Proposal Staff Report  
Museum of Science and History  
January 15, 2021**

**Applicant:** Museum of Science and History (MOSH)  
**Project:** Disposition and Redevelopment of a portion of Lot X within the Shipyards  
**Program Request:** Disposition of City-owned real estate by ground lease  
**Acreage to be leased for exclusive use**

**2.5 acres**

**Minimum Capital Investment:** \$70,000,000

**NOD:**

The Notice of Disposition was published November 22, 2021, and closed December 23, 2021, with no other responses received. Pursuant to Resolution 2021-11-01, DIA staff re-engaged with MOSH after the close of the disposition period and present the term sheet now attached to Resolution 2022-01-03.

**Redevelopment Proposal:**

MOSH is requesting the exclusive use of 2.5 acres pursuant to a long-term ground lease, the right to host events and program on an additional 1.5 acres and the authority to design the entire 6.86 acre site. MOSH is proposing an annual rent of \$1.00/year for the term of the Ground Lease. The Minimum Capital Investment in the museum will be not less than \$70,000,000, a portion of which may be City funds. The anticipated capital investment for the new museum is \$85,000,000. An existing City CIP project is currently funding site investigations, surveys, etc. and will pay to remediate any on-site contamination, extend A. Phillip Randolph Boulevard to the site, as well as cover the cost of Riverwalk and site improvements surrounding the new building.

At the Board's request, DIA staff encouraged MOSH to work with the Jessie Ball DuPont design team regarding both the size of the pad required for private use and its placement on the site. The parties did not arrive at a mutually agreed upon solution, with the JBdF team's research indicating that comparable museums were usually located on 1-1.5 acre sites. Similarly, although MOSH designs are preliminary,

the museum was not comfortable at this time agreeing to locate the Leased Premises immediately adjacent to Bay Street in order to maximize public space on the river.

The solution we are presenting to the Board does not locate the 2.5 acre Leased Premises at this time but rather allows the MOSH design team to advance design prior to determining site boundaries **and to return to the Board for site plan approval prior to September 30, 2022**. The design standards encourage set back from the Riverwalk, engagement with Bay Street, require coordination with the Emerald Trail and Hogans Creek designs, and other adopted studies and plans, parking integrated into the structure and require that all exclusive use areas be included in the Leased Premises. Further, all landscape buffers and berms integral to the building, must be within the Leased Premises boundary. The site design is subject to Parks, DIA and DDRB approval.

Surrounding the 2.5 acre Leased Premises, an additional parcel of up to 1.5 acres will be subject to a partnership operating agreement pursuant to which MOSH will have the right to provide exclusive entry programs and special events within the space on a limited basis, but this space will generally be a park/plaza area open to the public. Other programming entities may also create programs in this area. This accomplishes the DuPont study's recommendation that at least half of the site be open and accessible to the public and accommodates the Museum's desire to have at its disposal additional outdoor programmable space.

Finally, the balance of the 6.86 acres will be public park space including the Riverwalk, Emerald Trail, and other park amenities.

#### Design of the site and Museum:

The site is approximately 6.8 acres. MOSH would have the right to design the entire site and the City would reimburse MOSH for up to \$800,000 from the existing approved CIP project for the cost of design of all areas beyond the boundary of the Leased Premises. This would facilitate an integrated design and function for the parcel.

#### The Lease:

The Leased Property would not exceed 2.5 acres and must include the building pad, any access drives or on-site parking for buses, as well as any other exterior areas exclusively for MOSH use or requiring

ticketed entry. MOSH will have the right to locate the 2.5 acres as its design dictates so long as Riverwalk access is maintained, the design is compatible with Hogans Creek and the Emerald Trail designs, and usable contiguous public park space is maximized.

A forty (40) year ground Lease is proposed with one ten (10) year renewal option. This is consistent with the recent Iguana Office building ground lease term. Rent of \$1.00/year is proposed. The property has been appraised and is currently being appraised and the implied rental rate is \$806,850 for the entire parcel or \$2.70 PSF. The fee simple value remains consistent with other recent Northbank waterfront property appraisals at \$60 PSF. The lost value of real estate taxes attributable to the City retaining ownership is approximately \$90,000/year. The ROI below takes into account this appraised value and the secondary benefits to be derived from the new museum location, but does not yet factor in the value of the land on the Southbank to be returned. [The two ROI tables that follow the initial analysis, include notes showing potential offset values ranging from \\$25PSF to \\$60PSF.](#) The ROI will necessarily be below 1 since no taxes will be paid on the land or improvements (the museum is exempt) and the associated land value and CIP improvement will not be fully offset.

#### Financial Impact:

Below are reprinted excerpts from the MOSH ConsultEcon report which form the basis for the subsequent ROI analysis.

Museum of Science & History 2.0  
Market and Operating Potential at a New Site  
ConsultEcon, Inc.  
Management & Economic Insight  
November 24, 2020

MOSH is currently located on the South Bank of the St. Johns River. The new MOSH 2.0 will be located on the North Bank of the St. Johns River, part of the larger Shipyards riverfront sports and entertainment district, spearheaded by the Jacksonville Jaguars, and the City of Jacksonville.

In a riverfront park system, MOSH 2.0 can be a signature anchor attraction that can facilitate public access, generate complementary activity due to its exhibitions, programs and events, which will contribute to the riverfront's sense of place, along with its architecture and other physical elements. At this location, MOSH 2.0 is also well positioned to educate the public regarding the region's watersheds and waterways and its fresh water and saltwater environments.

Gyroscope 2019 visitor experience planning (Southbank location): As an input into the operating

analysis, MOSH 2.0 is assumed to be approximately 129,000 total square feet, cost an estimated \$80 to \$90 million to construct, and open in 2024. As North Bank design advances, these building size, cost and opening assumptions will need to be adjusted and the market and operating potential revisited based on new plans.

Based on current visitor zip code data, approximately 70 percent of MOSH's audience comes from the Jacksonville MSA. For the purpose of this analysis, the Resident Market Area has been defined as the area within the Jacksonville Metropolitan Statistical Area (MSA), where the Primary Market Area is defined as Duval County, and the Secondary Market Area is the remainder of the MSA.

- ◆ The Resident Market Area has a population of 1.6 million, which is projected to grow 8.4 percent to 1.7 million by 2024.
- ◆ The population has a median age of 38.8, which is younger than in the State of Florida, but slightly older than that of the United States as a whole.
- ◆ Approximately 64 percent of the population in the overall Resident Market Area have educational attainment greater than high school graduation. This compares well to the State of Florida (60.2%) and the U.S. as a whole.
- ◆ The resident market population of children is approximately 362,000, with growth projected by 7.9 percent to approximately 391,000 by 2024.
- ◆ The Secondary Market Area is the area with the highest proportion of family households compared to total households. Families make up approximately 72 percent of households in that area.
- ◆ The Resident Market Area has a higher median household income at \$59,000 than the State as a whole, but slightly lower than the U.S. as a whole. An income profile such as that in the Resident Market Area indicates that care should be taken to maintain affordability for a variety of households when considering pricing strategies for MOSH 2.0's various offerings.

Visitor spending in Jacksonville in 2018 was \$2.3 billion, including \$744 million in day trip spending and \$1.5 billion in overnight trip spending. There were 22.2 million domestic person trips to Jacksonville in 2018, of which 10.4 million were overnight trips and 11.8 million were day trips.

The majority of visitors to Jacksonville came for leisure purposes, with 47 percent of overnight and 40 percent of day trip visitors coming primarily to visit friends or relatives and 36 percent of overnight and 45 percent of day trip visitors coming primarily for other leisure purposes.

Most visitors to Jacksonville were in-state accounting for 32 percent of overnight visitors and 70 percent of day trip visitors. The next largest state of origin was Georgia, with 13 percent of overnights and 11 percent of day trips.

Jacksonville's base of attractions features art, science and history museums, galleries, sports venues and other visitor attractions. The Jacksonville Zoo & Timucuan Historic Preserve each attract a million attendees annually. Typical pricing for local museum type attractions ranges from approximately \$8.00 at MOCA Jacksonville to \$24.95 for adult admission to the zoo.

MOSH 2.0 attendance potential is estimated at 384,000 to 555,000, with a mid-range estimate rounded to 469,000 in a stable year of operation, based on the assumptions in this report and the concept plan. The preliminary attendance potential assumes that two thirds visitors will come from the resident market (including school children) and one third percent of its visitors will come from the tourist market.

MOSH 2.0 is expected to open in four years targeting Dec. 31, 2024. This analysis assumes that public health measures have been implemented before then to mitigate the effects of the COVID-19 pandemic such that it is not an ongoing public health risk. Also, that the visitor spaces of MOSH 2.0 have been designed to maximize public safety and public trust such that the public deems attendance to MOSH 2.0 is a normal everyday activity.

Following are key operating projections.

◆ **Earned Revenue** - The stable year earned revenue potential for MOSH 2.0 in current dollars is estimated to be approximately \$6.8 million (average of \$14.50 per visitor at 469,000 per year). Earned revenues represent 88 percent of total revenue required to cover the operating expenses below. This is a favorable ratio compared to other non-profit educational attractions.

◆ **Staffing** - The new staffing profile includes a total of 125 full-time equivalent (FTE) positions, an increase of 166 percent from current FTE of 47. As funding and operating experience allow, additional staff positions could enrich MOSH 2.0's offerings and operations. The total payroll for the project, based on this staffing profile, is estimated at \$4.6 million inclusive of overhead and benefits (average of \$36,800 per FTE). Personnel direct salary and fringe benefit costs are approximately 57 percent of total operating expenses.

◆ **Operating Expenses** - Annual operating expenses for MOSH 2.0 are assumed at \$8.0 million in a mid-range stabilized year in current dollars. A capital reserves fund is included to cover major non-recurring expenses for periodic mechanical, electrical, plumbing, roof maintenance and replacement as well as maintenance contracts. The capital reserve budget of approximately 5 percent of total operating expenses is included in this analysis.

◆ **Non-Earned Revenue Requirement** - For analytic purposes, Public and Private Support and Endowment Proceeds are held at FY 2020 levels. An additional \$232,000 in non-earned revenue is required to achieve breakeven operations. This amount is roughly 24 percent more than FY 2020 levels of non-earned revenues. Targeting non-earned revenue at higher levels would allow more robust levels of service provision, would cover any shortfalls due to external events that may occur, and could contribute to the reinvestment in the facility that will be needed over time.

### **Economic Impacts due to MOSH 2.0 Construction**

An estimated construction cost of \$85 million has been established for planning purposes.

The impacts of the construction project will include approximately \$226.0 million in expenditures (economic activity) in the economy of the State of Florida, of which approximately \$93.1 million will be wages and salaries. *(Multiplier-effect?)*

An estimated 674 total person-years of direct employment in the construction industries and 1,211 person years of indirectly supported employment in a variety of other industries could be supported due to project development (the total 1,885 person years of employment includes direct, indirect, and induced employment).

### **Economic Impacts due to MOSH 2.0 Operations**

The economic and fiscal impacts due to the ongoing operations of MOSH 2.0 are evaluated for the “local” economy, Duval County, and the “regional” economy, the State of Florida.

◆ Duval County Economic Impacts – As the multiplier effect works its way through the local economy, the net direct economic activity due to the operations of MOSH 2.0 will generate a total estimated direct, indirect, and induced impacts of \$33.0 million in expenditures, of which \$13.6 million represents wages and salaries supporting 351 total jobs in Duval County. Employment includes full-time and part-time jobs.

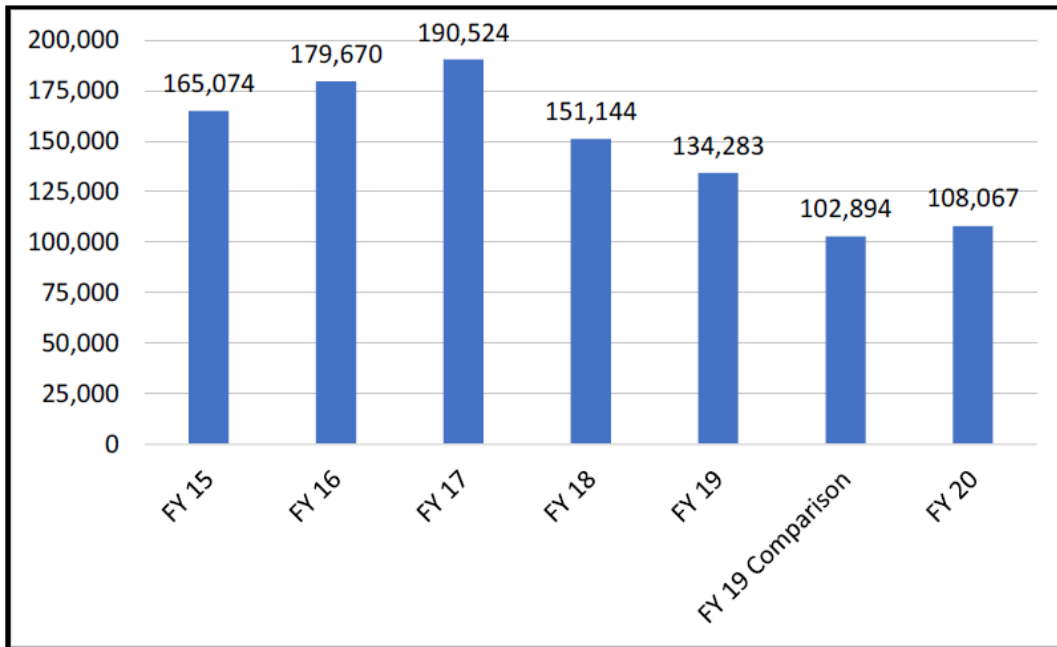
◆ Regional Statewide Impacts – For the regional economy as a whole, the direct economic activity due to the operations of MOSH 2.0 will generate total estimated direct, indirect, and induced impacts of \$42.7 million in expenditures, of which \$14.4 million represent wages and salaries supporting 482 total jobs in the State. At the Statewide level, these impacts include the effects on jobs and economic activity within and outside of Duval County. The local and state-wide impacts are not additive.

◆ Fiscal Revenues – Selected tax types specific to local and State government due to operations of MOSH 2.0 were estimated to include direct taxes and taxes due to multiplier effects. On-site and off-site expenditures by visitors to MOSH 2.0 would generate sales and hotel taxes. Such spending generates an estimated fiscal tax revenue potential of \$185,000 to Duval County and \$690,000 to the State of Florida.

Total Revenue potential for FY 2024 is estimated at \$4.4 million. Subsequent years are based on the assumptions and analyses for MOSH 2.0 and culminate in a stabilized FY 2027 is estimated to have revenue potential of \$8.8 million in the 2027 value of the dollar.

For FY 2024, the FY2021 budget (as inflated) is applied for the 7 month period of MOSH operations from June 1, 2024 through December 31, 2024 (Grand opening of new MOSH 2.0). The remainder of the FY2024 operating expense budget is assumed at 5 months of the MOSH 2.0 operating budget. Thus, the operating Expenses for FY 2024 are \$5.0 million. Thereafter operating expenses move to a stable year FY 2027 at \$9.0 million in the 2027 value of the dollar.

**Figure III-1**  
**Annual Regular Admissions, FY15 - FY20**  
**Museum of Science and History**



Note: FY20 figures reflect June 2019 through February 2020 admissions. March through May 2020 are not available due to MOSH's closure caused by COVID-19 pandemic. The FY19 Comparison shows the admissions in FY19 not including March through May for comparison purposes with FY20.  
Sources: Museum of Science and History; and ConsultEcon, Inc.

**Table III-2**  
**Annual Attendance by Ticket Type, CY17 - CY20**  
**Museum of Science and History**

<b>Admissions Attendance</b>	<b>CY 2017 % to Total</b>		<b>CY 2018 % to Total</b>		<b>CY 2019 % to Total</b>		<b>CY 2020 % to Total</b>	
<b>Daily Admissions</b>								
<i>Adult</i>	65,115	30.6%	40,849	27.0%	39,970	24.7%	5,441	22.3%
<i>Senior</i>	7,282	3.4%	7,150	4.7%	8,747	5.4%	1,194	4.9%
<i>Military</i>	6,301	3.0%	6,451	4.3%	7,097	4.4%	972	4.0%
<i>Military Pass (Adult)</i>	0	0.0%	245	0.2%	110	0.1%	2	0.0%
<i>Military Pass (Youth)</i>	0	0.0%	30	0.0%	49	0.0%	2	0.0%
<i>Student</i>	8,297	3.9%	6,672	4.4%	5,306	3.3%	946	3.9%
<i>Teacher</i>	289	0.1%	574	0.4%	1,283	0.8%	130	0.5%
<i>Young Adult</i>	376	0.2%	525	0.3%	893	0.6%	34	0.1%
<i>Youth</i>	40,827	19.2%	33,383	22.0%	33,536	20.7%	3,808	15.6%
<i>Child (Under 3)</i>	9,058	4.3%	5,830	3.8%	6,777	4.2%	795	3.3%
<i>Member</i>	3,710	1.7%	2,947	1.9%	2,714	1.7%	472	1.9%
<i>Zoo Promotion</i>	0	0.0%	0	0.0%	1,105	0.7%	0	0.0%
<i>Zoo Promotion</i>	0	0.0%	0	0.0%	864	0.5%	0	0.0%
<i>Zoo Promotion</i>	0	0.0%	0	0.0%	331	0.2%	0	0.0%
<i>Dinos Promotion (Child)</i>	738	0.3%	0	0.0%	0	0.0%	0	0.0%
<b>Total Daily Admissions</b>	<b>141,993</b>	<b>66.8%</b>	<b>104,656</b>	<b>69.1%</b>	<b>108,782</b>	<b>67.3%</b>	<b>13,796</b>	<b>56.5%</b>
<b>Group Tour Admissions</b>								
<i>School Groups</i>	53,263	25.1%	28,984	19.1%	31,227	19.3%	5,163	21.2%
<i>Adult Groups</i>	118	0.1%	284	0.2%	101	0.1%	26	0.1%
<i>Senior Groups</i>	31	0.0%	62	0.0%	166	0.1%	31	0.1%
<i>College Groups</i>	95	0.0%	363	0.2%	80	0.0%	14	0.1%
<b>Total Group Tour Admissions</b>	<b>53,507</b>	<b>25.2%</b>	<b>29,693</b>	<b>19.6%</b>	<b>31,574</b>	<b>19.5%</b>	<b>5,234</b>	<b>21.4%</b>
<b>Total Admissions Attendance</b>	<b>195,500</b>	<b>91.9%</b>	<b>134,349</b>	<b>88.7%</b>	<b>140,356</b>	<b>86.8%</b>	<b>19,030</b>	<b>78.0%</b>
<b>Event Rental Attendance</b>								
<i>Birthday Party Attendance</i>	1,132	0.5%	1,480	1.0%	1,471	0.9%	158	0.6%
<i>Facility Rental Attendance</i>	8,856	4.2%	8,934	5.9%	8,405	5.2%	732	3.0%
<b>Total Event Rental Attendance</b>	<b>9,988</b>	<b>4.7%</b>	<b>10,414</b>	<b>6.9%</b>	<b>9,876</b>	<b>6.1%</b>	<b>890</b>	<b>3.6%</b>
<b>Programs Attendance</b>								
<i>Educational Programs Attendance</i>	3,248	1.5%	3,375	2.2%	5,255	3.2%	1,366	5.6%
<i>Public Programs Attendance</i>	3,884	1.8%	3,358	2.2%	6,221	3.8%	3,122	12.8%
<b>Total Programs Attendance</b>	<b>7,132</b>	<b>3.4%</b>	<b>6,733</b>	<b>4.4%</b>	<b>11,476</b>	<b>7.1%</b>	<b>4,488</b>	<b>18.4%</b>
<b>Total Attendance</b>	<b>212,620</b>	<b>100.0%</b>	<b>151,496</b>	<b>100.0%</b>	<b>161,708</b>	<b>100.0%</b>	<b>24,408</b>	<b>100.0%</b>

Note: In 2018 the Museum lost a contract with all Title I schools due to a reallocation of state funds. CY2020 does not include March - May 2020 due to the disruption caused by COVID-19.

Sources: Museum of Science of History; and ConsultEcon, Inc.

## ECONOMIC AND FISCAL IMPACTS OF MOSH 2.0



**Table VI-1**  
**Summary of Estimated Economic Impacts of MOSH 2.0**  
**on the Duval County and Florida Economies**  
**Under a Mid-Range Attendance Scenario in a Stabilized Year**

<i>Visitors to MOSH 2.0 in a Stabilized Year</i>		
Mid Range Attendance, not including school group visitation <sup>1/</sup>	410,200	
<i>Direct Expenditures By MOSH 2.0 and Direct Visitor Off-site Spending in the Mid-Range Attendance Scenario</i>		
<i>Preliminary Estimate</i>	<b>Total Spending In Duval County</b>	<b>Total Spending In Florida</b>
MOSH 2.0 Direct Operating Expenditures	\$6,395,200	\$7,594,300
<i>Estimated Net New Direct Off-Site Spending <sup>2/</sup></i>		
Accommodations	\$1,502,460	\$1,502,460
Food & Beverage	2,082,510	2,293,110
Retail	1,798,738	2,023,580
Transportation	1,295,695	1,943,543
Recreation	73,065	73,065
<b>Total Off-Site Spending</b>	<b>\$6,752,468</b>	<b>\$7,835,758</b>
<b>Total Direct On-Site and Off-Site Expenditures</b>	<b>\$13,147,668</b>	<b>\$15,430,058</b>
<i>Economic Impacts under a Mid-Range Attendance Scenario</i>		
Total Direct, Indirect and Induced Effects of Visitor Spending and MOSH 2.0 Operations on Expenditures, Earnings and Employment on the Geographic Areas Evaluated <sup>3/</sup>		
<i>Preliminary Estimate</i>	<b>Duval County</b>	<b>Florida</b>
Expenditures	\$32,959,000	\$42,670,000
Earnings	\$13,602,000	\$14,397,000
Employment (permanent) <sup>4/</sup>	351	482

<b>Fiscal Benefits - Selected Net New Tax Revenue Generation</b>		
<b>Direct Impacts</b>	<b>Duval County</b>	<b>Florida</b>
Direct Sales Taxes	\$71,800	\$456,800
Direct County Hotel Taxes	\$90,100	
<b>Direct Net New Tax Revenue Generation</b>	<b>\$161,900</b>	<b>\$456,800</b>
<b>Indirect and Multiplier Effects</b>		
Sales Taxes From Indirect and Multiplier Effects	\$22,600	\$233,200
<b>Total Net New Tax Revenue Generation</b>	<b>\$184,500</b>	<b>\$690,000</b>

1/ All spending by school groups is assumed to occur onsite and is therefore reflected within MOSH 2.0's operating expenditures.

2/ Total economic impacts to the State and to the Duval County vary based on analysis of the location of spending and the proportion of spending that is net new.

3/ At the Statewide level, the Economic Impact effects overlap the support of jobs and economic activity within and outside of Duval County. The economic impacts for Duval County and State of Florida are NOT additive.

4/ Employment includes full-time and part-time jobs.

The economic model includes rounding that is reflected in individual results, factors and totals.

Source: ConsultEcon, Inc.

### Qualitative Assessment of Economic Impacts

The community and economic development benefits of the new MOSH 2.0 may have the most profound and long-lasting impacts on the community.

◆ **Expansion of the Visitor Economy and Infrastructure** – MOSH currently supports the regional tourism economy and infrastructure. MOSH is a high-quality leisure-time destination in Jacksonville that provides additional activities for visitors beyond their primary trip purpose. In addition, as one of the most important and regional attractions, MOSH brings many visitors to the community as a primary trip purpose. MOSH 2.0 will greatly enhance its capacity to support the local tourism economy and be a high-profile educational attraction in Jacksonville. Its offerings will bring additional tourists to the community and extending visitor stays; thereby enhancing it as a visitor destination. MOSH 2.0 will further influence travel behaviors of visitors by encouraging additional spending at local businesses and attractions, extending stays in the area, and encouraging repeat visitation. When combined with other recreational offerings and events sponsored in Jacksonville, MOSH 2.0 significantly increases the “critical mass” of visitor attractions to support local businesses and improve the visitor profile of Jacksonville and its tourism economy.

◆ **Waterfront Revitalization and Spillover Real Estate Value** – MOSH 2.0 will be a cornerstone of redevelopment along the North Bank of the St. Johns River as an anchor attraction. Like other projects of this type, MOSH 2.0 will enhance the marketability and value of real estate in surrounding areas that is of compatible land use.

◆ **New Educational Opportunities** – MOSH 2.0 will provide education services for students in Duval County and beyond. These educational benefits will lead to greater stewardship of the natural environment and advancement of science-based application in a real world, practical setting. For many residents, the education opportunities at MOSH greatly enrich their lives and support the decision to live their year-round or as seasonal residents. The offerings with MOSH

2.0 as proposed will be greatly new and thus enhance these benefits.

◆ Jacksonville Tax Revenues – The tax revenues generated by MOSH 2.0 will support the variety of purposes which the hotel and sales taxes are targeted to, thus enhancing Jacksonville’s economic development.

◆ Contribute to Quality of Life –MOSH 2.0 will further enhance Jacksonville as a place to live, work and recreate, thus improving all aspects of the local economy and community.

**Table VII-4  
Earned Revenue Potential and Non-Earned Revenue Assumptions for Future Years  
FY2021 - FY2027  
MOSH / MOSH 2.0 Transition Plan**

	FY 2021	FY 2022	FY 2023	FY 2024 MOSH	FY 2024 MOSH 2.0	Total FY 2024	FY 2025	FY 2026	FY 2027
<b>Implementation Milestones</b>	Current FY 2021 budget			Close existing MOSH, Oct. 31, 2023  Open MOSH 2.0, Dec. 31, 2023			Stable Year		
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027
<b>Mid-Range Attendance Mix</b>									
General and Group Admissions		104,788	135,487	33,468	153,196	186,664	412,387	382,031	370,181
Other Programs, Events, Facility Rentals	Not Available	13,512	17,471	4,316	34,782	39,098	93,630	86,738	84,048
Planetarium Only		NA	NA	0	1,688	1,688	16,456	15,242	14,771
<b>Total Attendance</b>		<b>118,300</b>	<b>152,958</b>	<b>37,784</b>	<b>189,666</b>	<b>227,450</b>	<b>522,473</b>	<b>484,011</b>	<b>469,000</b>
<b>Public Support <sup>1/</sup></b>									
City of Jacksonville	\$504,560	\$514,651	\$524,944	\$312,342	\$223,101	\$535,443	\$546,152	\$557,075	\$568,217
State/Other Grants	41,250	42,075	42,917	25,535	18,240	\$43,775	44,650	45,543	46,454
<b>Total Public Support</b>	<b>\$545,810</b>	<b>\$556,726</b>	<b>\$567,861</b>	<b>\$337,877</b>	<b>\$241,341</b>	<b>\$579,218</b>	<b>\$590,802</b>	<b>\$602,618</b>	<b>\$614,671</b>
<b>Private Support <sup>2/</sup></b>									
Trustee Giving	\$50,551	\$51,562	\$52,593	\$31,293	\$22,352	\$53,645	\$54,718	\$55,812	\$56,929
Foundation & Grants	115,238	117,543	119,894	71,337	50,955	122,291	124,737	127,232	129,777
Corporate Support	58,000	59,160	60,343	35,904	25,646	61,550	62,781	64,037	65,317
Capital Campaign Nucleus Fund	0	0	0	0	0	0	0	0	0
Contributions	66,664	67,997	69,357	41,268	29,477	70,744	72,159	73,602	75,074
<b>Total Private Support</b>	<b>\$290,453</b>	<b>\$296,262</b>	<b>\$302,187</b>	<b>\$179,801</b>	<b>\$128,430</b>	<b>\$308,231</b>	<b>\$314,396</b>	<b>\$320,684</b>	<b>\$327,097</b>
<b>Earned Revenue</b>									
Gate Admissions	\$446,817	\$523,532	\$690,449	\$173,967	\$1,369,241	\$1,543,208	\$3,759,570	\$3,552,484	\$3,511,141
Planetarium Shows	75,422	127,134	167,668	\$42,246	248,337	290,583	746,335	705,214	697,015
Membership/Family	66,736	93,410	123,192	\$31,040	188,086	219,126	516,434	487,988	482,309
Other Schools	175,073	208,721	275,268	69,357	255,021	324,378	700,218	661,649	653,948
Community Education & Homeschool		172,210	227,115	57,224		57,224	included in lines below		
Education Programs (incl. Camps)	116,402	included in line above			108,299	108,299	297,360	280,981	277,711
Public Programs	59,279	included in line above			113,991	113,991	312,988	295,748	292,306
Gift Shop - Net Profit	42,911	included in line above			129,480	129,480	363,813	343,772	339,772
Café - Net Profit		not included			72,459	72,459	203,595	192,380	190,141
Special Events	95,976	\$88,913	\$117,261	\$29,545		29,545	included in lines below		
Facility Rentals		included in line above			434,250	434,250	1,192,335	1,126,659	1,113,547
Birthday Parties		included in line above			33,247	33,247	91,288	86,260	85,256
Outreach	7,950	\$37,338	\$49,243	\$12,407	8,437	20,844	8,605	8,777	8,953
Other Sales & Misc.	21,682	\$9,908	\$13,066	\$3,292	23,009	26,301	23,469	23,939	24,417
<b>Total Earned Revenue</b>	<b>\$1,108,248</b>	<b>\$1,261,166</b>	<b>\$1,663,263</b>	<b>\$419,079</b>	<b>\$2,983,857</b>	<b>\$3,402,936</b>	<b>\$8,216,012</b>	<b>\$7,765,850</b>	<b>\$7,676,518</b>
<b>Endowment <sup>3/</sup></b>	<b>\$120,936</b>	<b>\$123,355</b>	<b>\$125,822</b>	<b>\$74,864</b>	<b>\$53,474</b>	<b>\$127,690</b>	<b>\$130,244</b>	<b>\$132,849</b>	<b>\$135,505</b>
<b>Total Support and Earned Revenue</b>	<b>\$2,065,447</b>	<b>\$2,237,509</b>	<b>\$2,659,133</b>	<b>\$1,011,621</b>	<b>\$3,407,102</b>	<b>\$4,418,075</b>	<b>\$9,251,454</b>	<b>\$8,822,000</b>	<b>\$8,753,791</b>

<sup>1/</sup> Public Support assumed to increase at rate of inflation from FY 2021 Budget amounts

<sup>2/</sup> Private Support assumed to increase at rate of inflation from FY 2021 Budget amounts

<sup>3/</sup> Endowment assumed to increase at rate of inflation from FY 2021 Budget amounts

Source: MOSH and ConsultEcon, Inc.

Preliminary ROI calculation:

<b>PROJECT NAME:</b>	MOSH Genesis
<b>DEVELOPER:</b>	

\$ - Million in Capital Expenditures

Ad Valorem Taxes Generated			
County Operating Millage	(1)	\$	-
Local Option Sales Tax	✔ (2)	\$	2,244,346
Payroll	✔ (3)	\$	207,607
Add'l Benefits Provided	✔ (4)		
<b>Total City Expected Benefits</b>		\$	2,451,953
Total City Investment	✔ (5)	\$	7,900,696
Return on Investment Ratio			<b>0.31</b>

- (1) - The investment from the Company is estimated to be \$\_\_\_\_\_ in Capital Contribution for development and \$\_\_\_\_\_ in taxable Tangible Personal Property
- (2) - Local Option Sales Tax is based on the revenue generated through retail sales, food and beverage, and commercial leases.
- (3) - Job estimates are calculated at # of jobs \* avg. wage. Assumes 20% spent locally and a 1 percent sales tax over 20 years.
- (4) - Value of any additional contribution being made for the benefit of the city in consideration of the incentive

<b>(5) - City Incentives as follows:</b>	
Lease Opportunity Cost	\$ 7,900,696
Land	\$ -
<b>Total Direct Incentives</b>	\$ 7,900,696

This calculation is the base level that considers the Local Option Sales Tax on the incremental pro forma operating revenues, plus the estimated benefit of the incremental increase in wages and salaries.

PROJECT NAME: MOSH Genesis  
 DEVELOPER:

\$ - Million in Capital Expenditures

Ad Valorem Taxes Generated			
County Operating Millage	(1)	\$	-
Local Option Sales Tax	(2)	\$	2,651,939
Payroll	(3)	\$	86,474
Add'l Benefits Provided	(4)	\$	-
<b>Total City Expected Benefits</b>		\$	2,738,413
<b>Total City Investment</b>	(5)	\$	7,900,696
 Return on Investment Ratio			 0.35

- (1) - The investment from the Company is estimated to be \$ \_\_\_\_\_ in Capital Contribution for development and \$ \_\_\_\_\_ in taxable Tangible Personal Property
- (2) - Local Option Sales Tax is based on the revenue generated through retail sales, food and beverage, and commercial leases.
- (3) - Job estimates are calculated at # of jobs \* avg. wage. Assumes 20% spent locally and a 1 percent sales tax over 20 years.
- (4) - Value of any additional contribution being made for the benefit of the city in consideration of the incentive

(5) - City Incentives as follows:	
Lease Opportunity Cost	\$ 7,900,696
Land	\$ -
<b>Total Direct Incentives</b>	<b>\$ 7,900,696</b>

NOTE:

[Please see the alternate ROI estimates found below from 0.50X at \\$25 sf to 0.77X at \\$60 sf.](#)

PROJECT NAME:	MOSH Genesis
DEVELOPER:	

\$ - Million in Capital Expenditures

Ad Valorem Taxes Generated			
County Operating Millage	(1)	\$	-
Local Option Sales Tax	✓ (2)	\$	2,244,346
Payroll	✓ (3)	\$	207,607
Add'l Benefits Provided	✓ (4)	\$	1,518,750
<b>Total City Expected Benefits</b>		\$	<b>3,970,703</b>
Total City Investment	✓ (5)	\$	7,900,696
Return on Investment Ratio			0.50

- (1) - The investment from the Company is estimated to be \$\_\_\_\_\_ in Capital Contribution for development and \$\_\_\_\_\_ in taxable Tangible Personal Property
- (2) - Local Option Sales Tax is based on the revenue generated through retail sales, food and beverage, and commercial leases.
- (3) - Job estimates are calculated at # of jobs \* avg. wage. Assumes 20% spent locally and a 1 percent sales tax over 20 years.
- (4) - Value of any additional contribution being made for the benefit of the city in consideration of the incentive

<b>(5) - City Incentives as follows:</b>	
Lease Opportunity Cost	\$ 7,900,696
Land	\$ -
<b>Total Direct Incentives</b>	<b>\$ 7,900,696</b>

NOTE:	60,750 Square Feet
	\$25.00
	<u>\$1,518,750</u>

PROJECT NAME:	MOSH Genesis
DEVELOPER:	

\$ - Million in Capital Expenditures

Ad Valorem Taxes Generated			
County Operating Millage	(1)	\$	-
Local Option Sales Tax	✓ (2)	\$	2,244,346
Payroll	✓ (3)	\$	207,607
Add'l Benefits Provided	✓ (4)	\$	3,645,000
<b>Total City Expected Benefits</b>		\$	6,096,953
Total City Investment	✓ (5)	\$	7,900,696
Return on Investment Ratio			0.77

(1) - The investment from the Company is estimated to be \$\_\_\_\_\_ in Capital Contribution for development and \$\_\_\_\_\_ in taxable Tangible Personal Property

(2) - Local Option Sales Tax is based on the revenue generated through retail sales, food and beverage, and commercial leases.

(3) - Job estimates are calculated at # of jobs \* avg. wage. Assumes 20% spent locally and a 1 percent sales tax over 20 years.

(4) - Value of any additional contribution being made for the benefit of the city in consideration of the incentive

(5) - City Incentives as follows:

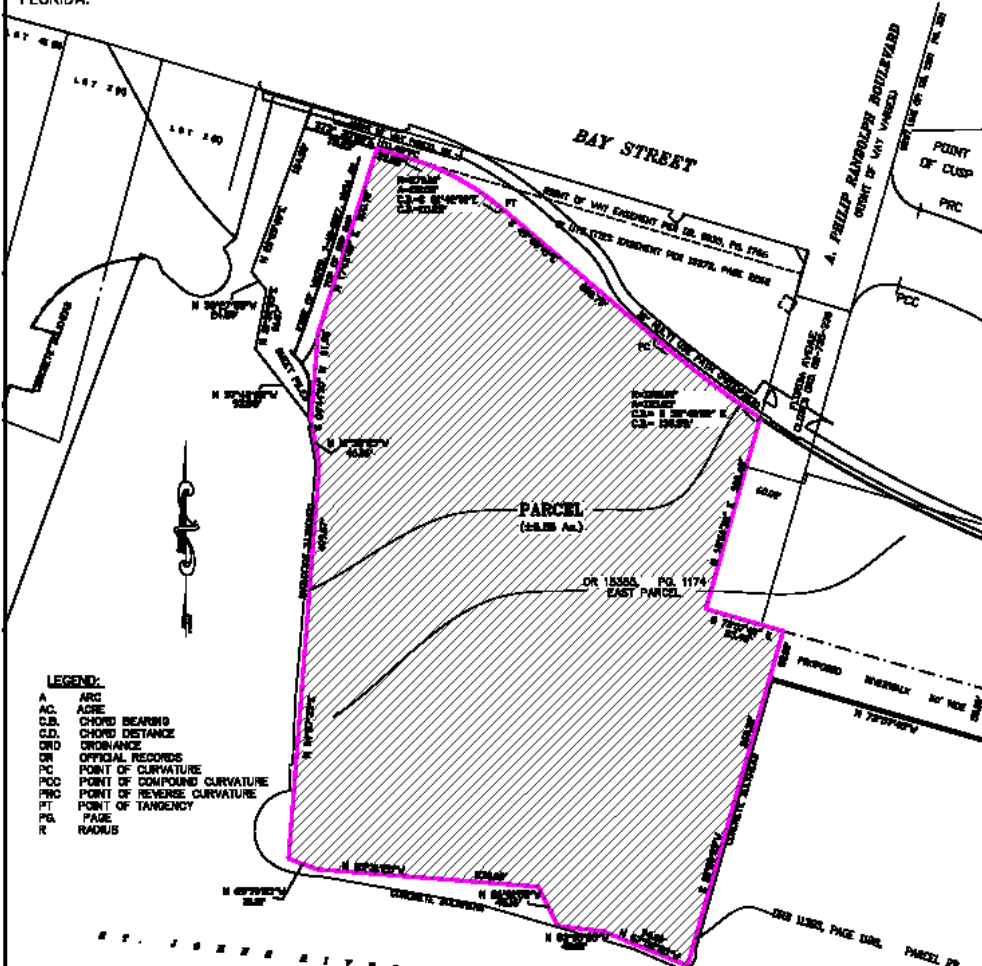
Lease Opportunity Cost	\$ 7,900,696
Land	\$ -
<b>Total Direct Incentives</b>	\$ 7,900,696

NOTE:	60,750 Square Feet
	<u>\$60.00</u>
	\$3,645,000



**SKETCH OF: OUT PARCEL**

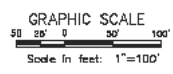
A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, AND SECTION 45, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



- LEGEND:**
- A ARC
  - AC. ACRE
  - C.B. CHORD BEARING
  - C.D. CHORD DISTANCE
  - ORD ORDINANCE
  - OR OFFICIAL RECORDS
  - PC POINT OF CURVATURE
  - PCC POINT OF COMPOUND CURVATURE
  - PRC POINT OF REVERSE CURVATURE
  - PT POINT OF TANGENCY
  - PA PAGE
  - R RADIUS

**NOTES:**

1. THIS IS NOT A FIELD SURVEY.
2. BEARINGS, DISTANCES, AND PARCEL LINES AS SHOWN HEREON WERE TAKEN FROM: ALTA SURVEY COMPLETED BY THE CITY OF JACKSONVILLE DATED 5-24-17, METRO/SHIP YARDS AND THE OFFICIAL RECORDS OF DUVAL COUNTY FLORIDA.



**CERTIFICATION**  
 THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING, IN THE STATE OF FLORIDA SET FORTH BY CHAPTER NO. 50-17 (500-090) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

DANNY S. WHEELER \_\_\_\_\_ DATE \_\_\_\_\_  
 PROFESSIONAL LAND SURVEYOR  
 FLORIDA REGISTRATION NUMBER 6902

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**REVISIONS**

SURVEY DATA:	
DATA ISSD	DATE
SURVEY BOOK	SCALE
DRAWN BY	PROJECT NO.
LAST DATE IN FIELD	

**CITY OF JACKSONVILLE**  
**DEPARTMENT OF PUBLIC WORKS**  
 ENGINEERING DIVISION 214 N. HDGAN STREET,  
 10th Floor JACKSONVILLE, FL. 32202 904-255-8756

SHEET NO.	
OF	
DRAWING NO.	
DRAWING FILE	



**TAB III.D**

**RESOLUTION 2022-01-04 VISTA BROOKLYN EXTENSION**

**RESOLUTION 2022-01-04**

**RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING A TWO (2) MONTH EXTENSION AS AUTHORIZED IN ORDINANCE 2021-311-E, AS ENACTED BY THE CITY OF JACKSONVILLE CITY COUNCIL JUNE 22, 2021, OF THE COMPLETION DATE CONTAINED IN THE AMENDED AND RESTATED REDEVELOPMENT AGREEMENT (“AMENDMENT”) BETWEEN THE CITY OF JACKSONVILLE (“CITY”) AND HP-BDG 200 RIVERSIDE, LLC, OR AN AFFILIATED COMPANY MANAGED BY HP-BDG 200 RIVERSIDE, LLC (“COMPANY”); AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Redevelopment Agreement, as amended, was authorized by the Downtown Investment Authority via their adoption of Resolution 2014-10-01 and by City Council via adoption of Resolution 2014-748; and

**WHEREAS**, a Redevelopment Agreement was entered into by the City of Jacksonville and HP-BDG 200 Riverside, LLC, on July 21, 2015, for the construction of a mixed-use residential development known as Vista Brooklyn; and

**WHEREAS**, the Redevelopment Agreement was amended and restated in May of 2017; and

**WHEREAS**, as part of the aforementioned Redevelopment Agreement, Article 3, section 3.1 memorialized a performance schedule requiring the Development obtain a building permit within 24 months of the effective date of the Amended and Restated Redevelopment Agreement and completed within 30 months after the issuance of a building permit; and

**WHEREAS**, Article 3, section 3.1 of the Amended and Restated Redevelopment Agreement permits by action of the DIA Board an up-to six (6) month extension of the performance schedule; and

**WHEREAS**, a building permit was issued on November 29, 2018; and

**WHEREAS**, thirty (30) months from November 29, 2018 is May 29, 2021; and

**WHEREAS**, at the Company’s request, the DIA Board approved Resolution 2021-05-06 at its regularly scheduled meeting of May 19, 2021, providing a six (6) month extension of the project completion date from May 29, 2021 to November 29, 2021 prior to adoption of Ordinance 2021-311; and

**WHEREAS**, Section 2. Of Ordinance 2021-311-E, as enacted by the City of Jacksonville City Council on June 22, 2021, provides the DIA Board with authority to enter into modifications of a technical nature which includes “performance schedules (provided that no performance schedule may be extended for more than six 6 months without City Council approval),” subject to appropriate legal review and approval of the General Counsel,

**WHEREAS**, the Company received Temporary Certification of Occupancy and has begun moving in residents under that authorization and has achieved an occupancy rate reported as approximately 50% and is proceeding diligently with the meeting final requirements for full Certificate of Occupancy,

**WHEREAS**, the City of Jacksonville Office of General Council has reviewed 2021-311E and concluded that the DIA Board has the authority to extend the completion date by up to 6 months following adoption of that Ordinance,

**WHEREAS**, the DIA Board exercised its authority as provided in 2021-311E and provided the Company with two month extension to the Completion Date, to January 29, 2022, at its meeting of November 17, 2021,

WHEREAS, THE Company’s Counsel has provided a timeline of events to complete the Improvements (attached hereto as Exhibit A) and requests a second two month extension of the Completion Date to March 31, 2022,

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

Section 1. The DIA finds that the abovementioned recitals are true and correct.

Section 2. The DIA hereby authorizes a two (2) month extension of the completion date from January 29, 2022, to March 29, 2022.

Section3. The DIA authorizes its Chief Executive Officer to take all action necessary to effectuate the purpose of this Resolution.

Section 3. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
W. Braxton Gillam, Chairman

\_\_\_\_\_  
Date

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

**Exhibit A**

**TIMELINE AND STEPS NECESSARY TO FINALIZE CERTIFICATE OF  
OCCUPANCY FOR VISTA BROOKLYN**

*As provided by Developer's Counsel via e-mail 12/30/2021*

See below timeline of events to complete the improvements in the parking garage:

- Executed agreement for final work in garage (COMPLETED 12/29/21)
- Notice to Proceed (NOP - IN PROCESS)
- Confirmation of Ardex Material Delivery (tentatively 3 week lead time from NOP)
- Confirmation of Ardex Installer Mobilization Date
  - 4 week lead time from release date from NOP
  - tentatively mobilize week of 01/28 if NOP released by next week
- Float Level 3 (11 Business Days):
  - Day 1: Mobilize
  - Day 2-3: Surface Prep
  - Day 4: Place EP 200 w/ Sand Broadcast
  - Day 5: Form Boards & Control Joint Protection
  - Day 6: Pour 1<sup>st</sup> Lift (Ardex K-301)
  - Day 7: Pour 2<sup>nd</sup> Lift (Ardex K-301)
  - Day 8: Strip Forms & Touch-Up
  - Day 9: Place Resurfacing Compound & Broom Finish (Ardex CD)
  - Day 10: Place Joint Fillers (BASF NP-1)
  - Day 11: Place Sealer (Ardex Concrete Guard)
- Restripe Level 2-7 (10 Business Days)
- Final Inspections (2 Business Days):
  - Accessibility
  - Certificate of Occupancy

**TAB III.E**

**RESOLUTION 2022-01-05 LOT J ACCESS AGREEMENT**

**RESOLUTION 2022-01-05**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO EXECUTE A SITE ACCESS AGREEMENT (“AGREEMENT”) WITH IGUANA INVESTMENTS FLORIDA, LLC, FOR THAT CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS “LOT J” AND IDENTIFIED BY DUVAL COUNTY PROPERTY APPRAISER PARCEL NUMBER 130572 0150 (“PROPERTY”); INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO OBTAIN APPROVAL FROM THE CITY’S RISK MANAGER, DIRECTOR OF PUBLIC WORKS AND THE OFFICE OF GENERAL COUNCIL PRIOR TO EXECUTION OF THE AGREEMENT; INSTRUCTING THE CEO TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Downtown Investment Authority (“DIA”) is the Community Redevelopment Agency within Downtown Jacksonville; and

**WHEREAS**, from time to time it is requested of DIA, as the Community Redevelopment Agency for Downtown, to allow temporary access to City-owned properties within DIA’s jurisdiction or directly under DIA management for the purposes of conducting due diligence activities; and

**WHEREAS**, pursuant to Resolution 2017-07-04, Access Agreements that include environmental, geotechnical, and other invasive due diligence activities require approval by the DIA Board prior to execution by its CEO; and

**WHEREAS**, Iguana Investments Florida, LLC, has requested access to the property generally referred to as “Lot J” and more fully identified by Duval County Property Appraiser Parcel Number 130572 0150, in order to update and conduct further environmental and geotechnical due diligence activities,

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

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

**Section 2.** DIA hereby conditionally grants to Iguana Investments Florida, LLC (“Licensee”), its agents, representatives, employees, consultants, contractors, and subcontractors a limited license for access to enter upon the Property for the sole purpose of performing the testing including but not limited to the installation of groundwater monitoring wells below the ground surface, collection of groundwater samples from the monitoring wells, making of soil borings, taking of soil samples from the borings, the proper abandonment of any monitoring wells, disposal of soil and water generated from the testing (collectively, the “Work”). Should Iguana Investments

Florida, LLC, design to assign this agreement to an affiliated entity, such assignment will be at the sole discretion of the Chief Executive Officer of the Downtown Investment Authority. The Work shall be at no cost to DIA.

**Section 3.** The Agreement shall continue from date of execution for one, three (3) month period with an option by the DIA Chief Executive Officer to extend the Agreement for one additional three (3) month period at their sole discretion. The DIA may terminate this Agreement following material uncured breach of this Agreement by Licensee upon by written notice to Licensee, said termination rights being in addition to any other rights and remedies available to DIA under applicable law or otherwise. DIA may terminate the Agreement for convenience with prior written notice to Licensee.

**Section 4.** Prior to execution of an Agreement, the DIA Chief Executive Officer shall first obtain approvals of the Agreement by the City’s Risk Manager, Director of Public Works and the Office of General Counsel.

**Section 5.** The DIA instructs its Chief Executive Officer to take all necessary action to effectuate the purpose of this Resolution.

**Section 6.** The DIA conditions approval of the Agreement on its Chief Executive Officer receiving a copy of all reports and final work products that result from this grant this Agreement.

**Section 7.** This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
Braxton Gillam, Esq., Chair

\_\_\_\_\_  
Date

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

**TAB III.F**

**RESOLUTION 2022-01-06 KIDS KAMPUS ACCESS AGREEMENT**



**RESOLUTION 2022-01-06**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO EXECUTE A SITE ACCESS AGREEMENT (“AGREEMENT”) WITH IGUANA INVESTMENTS FLORIDA, LLC, FOR THAT CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS “KIDS KAMPUS” AND IDENTIFIED BY DUVAL COUNTY PROPERTY APPRAISER PARCEL NUMBER 130572 0100 (“PROPERTY”); INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO OBTAIN APPROVAL FROM THE CITY’S RISK MANAGER, DIRECTOR OF PUBLIC WORKS AND THE OFFICE OF GENERAL COUNCIL PRIOR TO EXECUTION OF THE AGREEMENT; INSTRUCTING THE CEO TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Downtown Investment Authority (“DIA”) is the Community Redevelopment Agency within Downtown Jacksonville; and

**WHEREAS**, pursuant to Resolution 2017-07-04, Access Agreements that include environmental, geotechnical, and other invasive due diligence activities require approval by the DIA Board prior to execution by its CEO; and

**WHEREAS**, Iguana Investments Florida, LLC, has requested access to the property generally referred to as “Kids Kampus” and more fully identified by Duval County Property Appraiser Parcel Number 130572 0100, in order to update and conduct further environmental and geotechnical due diligence activities, as well as asbestos surveys on three (3) existing structures in advance of redevelopment of the Property; and

**WHEREAS**, via Resolution 2021-07-01, the DIA issued a 30-day Notice of Disposition in accordance with the Negotiated Disposition Procedure, to which there were no further responses resulting in an award of the disposition to Iguana Investments Florida, LLC; and

**WHEREAS**, via Ordinance 2021-0673-E, the City and DIA entered into a Redevelopment Agreement in accordance with the Negotiated Disposition terms and conditions; and

**WHEREAS**, in order to perform further due diligence activities in advance of redevelopment of the Property, Iguana Investments Florida, LLC, desires to gain access to the property as well as to the three (3) structures: one gazebo, one public restroom building and the JFRD marine fire station,

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

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

**Section 2.** DIA hereby conditionally grants to Iguana Investments Florida, LLC (“Licensee”), its agents, representatives, employees, consultants, contractors, and subcontractors a limited license for access to enter upon the Property for the sole purpose of performing the testing including but not limited to the installation of groundwater monitoring wells below the ground surface, collection of groundwater samples from the monitoring wells, making of soil borings, taking of soil samples from the borings, the proper abandonment of any monitoring wells, disposal of soil and water generated from the testing, and asbestos survey of the buildings (collectively, the “Work”). Should Iguana Investments Florida, LLC, design to assign this agreement to an affiliated entity, such assignment will be at the sole discretion of the Chief Executive Officer of the Downtown Investment Authority. The Work shall be at no cost to DIA.

**Section 3.** The Agreement shall continue from date of execution for one, three (3) month period with an option by the DIA Chief Executive Officer to extend the Agreement for one additional three (3) month period at their sole discretion. The DIA may terminate this Agreement following material uncured breach of this Agreement by Licensee upon by written notice to Licensee, said termination rights being in addition to any other rights and remedies available to DIA under applicable law or otherwise. DIA may terminate the Agreement for convenience with prior written notice to Licensee.

**Section 4.** Prior to execution of an Agreement, the DIA Chief Executive Officer shall first obtain approvals of the Agreement by the City’s Risk Manager, Director of Public Works and the Office of General Counsel, and the Jacksonville Fire and Rescue Department, and the Parks, Recreation and Community Services Department.

**Section 5.** The DIA instructs its Chief Executive Officer to take all necessary action to effectuate the purpose of this Resolution.

**Section 6.** The DIA conditions approval of the Agreement on its Chief Executive Officer receiving a copy of all reports and final work products that result from this grant this Agreement.

**Section 7.** This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_

Braxton Gillam, Esq., Chair

\_\_\_\_\_ Date

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

**WALK ON RESOLUTION**

**2022-01-08 HATFIELD & HATFIELD FAÇADE GRANT AGREEMENT EXTENSION**

**RESOLUTION 2022-01-08**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) APPROVING AN EXTENSION OF THE COMPLETION DATE FOR THAT PROJECT KNOWN AS THE “HATFIELD & HATFIELD STOREFRONT FAÇADE GRANT” FOR ONE, FORTY-FIVE (45) DAY PERIOD; INSTRUCTING ITS CHIEF EXECUTIVE OFFICER TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, via Resolution 2020-09-06, the DIA approved a Façade Grant for Hatfield & Hatfield, PA, pursuant to the Façade Grant Program established via the DIA Board’s adoption of Resolution 2020-06-02; and

**WHEREAS**, The DIA and Hatfield & Hatfield, PA, entered into a Façade Grant Agreement dated May 4, 2021; and

**WHEREAS**, the Façade Grant Agreement performance schedule required project completion within six (6) months from the Agreement’s Effective Date with the ability for that completion date to be extended for up to three (3) additional months by the DIA Chief Executive Officer; and

**WHEREAS**, the project completion date, with the three (3) month extension will be February 4, 2022; and

**WHEREAS**, the project has moved forward with the improvements, and due to no fault of the grantee finalization of permits is likely to exceed the February 4, 2022 project completion date,

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

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

**Section 2.** The DIA hereby extends the project completion date contained within section 2.2, *Performance Schedule*, of the Façade Grant Agreement dated May 4, 2021, for an additional forty-five (45) days from February 4, 2022.

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

**Section 4.** This resolution shall become effective on the date in which it is signed by the Chair of the DIA.

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Carol Worsham, Vice Chair

\_\_\_\_\_  
Date

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

**TAB IV.A**  
**DECEMBER 15, 2021**  
**DOWNTOWN INVESTMENT AUTHORITY BOARD MEETING MINUTES**



**Downtown Investment Authority**  
**Hybrid Meeting**  
***Wednesday, December 15, 2021 – 2:29 p.m.***

**Downtown Investment Authority**  
**MEETING MINUTES**

**DIA Board Members:** Braxton Gillam, Esq., Chair; Carol Worsham, Vice Chair; Oliver Barakat; Craig Gibbs, Esq.; Bill Adams, Esq.; Todd Froats; David Ward, Esq.; and Ron Moody

**DIA Board Members Excused:** Jim Citrano, Secretary

**Mayor’s Staff:** None

**Council Members:** None

**DIA Staff:** Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Downtown Real Estate and Development; Guy Parola, Operations Manager; Ina Mezini, Communication and Marketing Specialist (via Zoom); Wanda James Crowley, Financial Analyst (via Zoom); Lori Radcliffe-Meyers, Downtown Development Coordinator (via Zoom); and Xzavier Chisholm, Administrative Assistant.

**Office of General Counsel:** John Sawyer, Esq.; and Joelle Dillard (via Zoom)

**CALL TO ORDER:** Chairman Gillam called to order the Downtown Investment Authority Board Meeting at 2:29 p.m.

**IV. DOWNTOWN INVESTMENT AUTHORITY MEETING**

**A. NOVEMBER 17, 2021 DOWNTOWN INVESTMENT AUTHORITY BOARD MEETING APPROVAL OF THE MINUTES.**

Having called for corrections or other edits by his fellow board members and after receiving none, Chairman Gillam asked for a motion and second on the item.

**Motion:** Board Member Moody moved to approve the minutes as presented

**Seconded:** Board Member Worsham seconded the motion

Chairman Gillam called for a vote.

**Vote: Aye: 8      Nay: 0      Abstain: 0**

**THE MOTION PASSED UNANIMOUSLY 8-0-0**

**B. RESOLUTION 2021-12-01: 600 PARK STREET HOME2SUITES**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY RECOMMENDING CITY COUNCIL APPROVAL OF A DOWNTOWN ECONOMIC DEVELOPMENT GRANT FOR THE HOME2SUITES PROJECT; AUTHORIZING THE CHIEF EXECUTIVE OFFICER (THE “CEO”) TO NEGOTIATE A REDEVELOPMENT AGREEMENT REGARDING THE SAME BETWEEN THE CITY OF JACKSONVILLE, DOWNTOWN INVESTMENT AUTHORITY, AND KELCO BROOKLYN, LLC; AUTHORIZING THE CEO OF THE DOWNTOWN INVESTMENT AUTHORITY TO EXECUTE SUCH AGREEMENT; PROVIDING AN EFFECTIVE DATE.**

Chairman Gillam called on DIA’s Steve Kelley to present the resolution.

Mr. Kelley provided an overview of the resolution, stating that it proposes an economic development grant for construction of a six-story, 100 room, select-service, extended stay hotel under the Home2Suites brand of Hilton Hotel properties at 600 Park Street. The development will include leasable space for a restaurant and amenities. Mr. Kelley noted the following regarding Exhibit A of the Resolution:

- 1) Funding on the grant will begin on each successive anniversary of the substantial completion date of the project.
- 2) The board to consider item 7 on page 5 which is the criteria for eligibility for funding under DEDG should the ownership structure change.
- 3) DIA staff and the developer have agreed on item 8 of page 5.

Board Member Adams noted that the developer previously applied for a REV grant but was not eligible. Board Member Adams asked if there are limitations on what can be negotiated with the developer regarding the currently proposed incentive. CEO Boyer responded that there are no restrictions, other than consistency and precedent.

Responding to a question from Board Member Adams, Mr. Kelley stated that the 5-year period was established based on the 4 Seasons deal and for purposes of consistency, but it can be changed at the board’s discretion.

Board Member Adams noted that with the current language, Andy Allen, George Leone or Kelley Slay could reduce their ownership to a de minimis amount and continue to be eligible for funding.

CEO Boyer responding to a question from Board Member Froats, commented that the risk associated with a REV grant do not apply to this economic incentive because it is a flat amount.

Board Member Ward expressed that the revisions to Exhibit A need more attention, but he is still in favor of the project.

Chairman Gillam asked if there is a timing issue if the board were to defer the resolution. Steve Diebenow, representing the developer, responded that it would present a timing issue and the developer needs to secure their interest rates before the Federal government raises rates.



Board Member Gibbs expressed that the proposed deal is rushed, and DIA staff should take more time to negotiate with the developer.

**Motion:** Board Member Moody moved to approve Resolution 2021-12-01 with the 5-year option

**Second:** Board Member Gibbs seconded the motion

A **friendly amendment** was provided by Board Member Worsham and accepted by Board Member Moody, directing DIA staff to negotiate the following into the RDA:

- 1) Andy Allen, George Leone, and Kelley Slay shall maintain operational control and majority ownership during the 5 years following closing on the agreements

Chairman Gillam called for a vote on the amendment to the resolution.

**Vote: Aye: 6      Nay: 2      Abstain: 0**

**THE MOTION PASSED 6-2-0 (Adams, Ward)**

Chairman Gillam called for discussion on the resolution as amended.

Mr. Diebenow stated for the record that the sentiment of the board laid out in the amended resolution is agreeable in leu of timing concerns.

Chairman Gillam called for a vote.

**Vote: Aye: 6      Nay: 2      Abstain: 0**

**THE MOTION PASSED 6-2-0 (Adams, Ward)**

## **V. NEW BUSINESS**

CEO Boyer stated that Board Members Worsham and Citrano have agreed to serve on the scoring committee of the Ford on Bay disposition. Stephanie Burch and CEO Boyer will also serve on the committee.

Chairman Gillam called for a vote of support regarding the scoring committee selections.

**Vote: Aye: 8      Nay: 0      Abstain: 0**

## **VI. CEO INFORMATIONAL BRIEFING**

CEO Boyer provided the following update:

- NOD Closing Dates:
  - Churchwell Lofts 12/14
  - Ford on Bay 12/22

- MOSH 12/23
- DVI 12/23
- Focused on finalizing the BID/CRA update in January
- Public interviews for the Ford on Bay disposition taking place 1/5 and 1/6; Scores in by the 14<sup>th</sup>
- REPD meeting on 1/18 and DIA meeting on 1/19
- RFP Shipyards West Public Park Design has been published
- A contract has been negotiated and awarded to the Riverfront Plaza design team

## VII. CHAIRMAN REPORT

Chairman Gillam spoke to the successful speaking engagements that various board members have undertaken.

## VIII. ADJOURN

**ADJOURNMENT:** There being no further business, Chairman Gillam adjourned the meeting at 3:44 p.m.

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

**TAB IV.B**

**RESOLUTION 2022-01-01 323 E BAY STREET**

**RESOLUTION 2022-01-01**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) RECOMMENDING THAT CITY COUNCIL APPROVE A DOWNTOWN PRESERVATION AND REVITALIZATION PROGRAM FORGIVABLE LOAN PACKAGE FOR REHABILITATION OF THE BUILDING LOCATED AT 33 E. BAY STREET (THE “PROPERTY”) PURSUANT TO A REDEVELOPMENT AGREEMENT WITH 323 E BAY STREET RE, LLC OR ASSIGNS (“OWNER” OR “DEVELOPER”); FINDING THAT THE PLAN OF DEVELOPMENT IS CONSISTENT WITH THE DIA’S BUSINESS INVESTMENT AND DEVELOPMENT PLAN (“BID PLAN”) AND THE NORTH BANK DOWNTOWN AND SOUTHSIDE COMMUNITY REDEVELOPMENT AREA PLAN (“CRA PLAN”); AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** 323 E Bay Street RE, LLC is the owner of the Property and the building located on the Property has been designated local historic landmark and is a contributing building located within the National Historic District of Downtown and within the boundaries of the Downtown Northbank CRA; and

**WHEREAS,** the Developer proposes to rehabilitate the Property to provide a minimum of 10,000 square feet of leasable space as an entertainment venue within a FAB-REP district in the Central Core District of Downtown Jacksonville; and

**WHEREAS,** the increased private capital investment totaling not less than \$4,798,850 in real property will increase the county ad valorem tax base over the useful life of the assets, will add to the entertainment options for residents and visitors in Downtown Jacksonville; and

**WHEREAS,** the Strategic Implementation Committee of the Downtown Investment Authority (“DIA”) met on January 14, 2022, to consider the recommendation of DPRP Program Forgivable Loans in accordance with the program guidelines established by City Council in accordance with the terms contained in the term sheet attached hereto as Exhibit A; and

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

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

**Section 2.** The DIA instructs the Chief Executive Officer of the Downtown Investment Authority to take all necessary actions, including the filing of legislation before the City Council, to seek DPRP funding of up to **\$1,536,350** pursuant to the Downtown Historic Preservation and Revitalization Program guidelines in accordance with the terms set forth on the term sheet attached hereto as Exhibit A.

**Section 3.** The Chief Executive Officer is hereby authorized to execute the contracts and documents and otherwise take all necessary action in connection therewith to effectuate the purposes of this Resolution.

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

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
W. Braxton Gillam, Esq., Chair

\_\_\_\_\_  
Date

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

**Exhibit A:**

**DOWNTOWN PRESERVATION AND REVITALIZATION PROGRAM  
TERM SHEET**

**323 E. Bay Street**

**Project:** The project comprises the redevelopment of a two-story historic property in the Central Core District of Downtown Jacksonville utilizing funding through the Downtown Preservation and Revitalization Program (“DPRP”).

The building located at 323 E Bay St, RE# 073362 0000, is a historic two-story building with basement consisting of approximately 15,759 gross square feet and built in 1907. Upon completion, the basement will be dried, and the building re-supported providing approximately 10,400 square feet of shell space for tenancy. The development team is proposing lease of the property to a related entity that will open and operate a live music entertainment venue that will occupy 100% of the leasable space. Renovations proposed include, but are not limited to, window replacement, adding an ADA lift, replacement of an egress stairwell, interior ADA work, fire alarm, sprinkler system, interior bathroom remodel, siding repair, and paint.

**Developer/ Applicant / Borrower:** 323 E BAY STREET RE LLC (“Owner”)  
Mr. Eric Fuller  
Ms. Manjola Rajta

**Total Development Costs (estimate):** \$4,798,850

**Equity (proposed):** \$732,000 (15.3% of Underwritten TDC)

**City Funding:** No more than **\$1,536,350** (through the City of Jacksonville Downtown Investment Authority), as follows:

	<b>Historic Preservation, Restoration, and Rehabilitation Forgivable Loan (HPRR)</b>	<b>Code Compliance Forgivable Loan (CCR)</b>	<b>DPRP Deferred Principal Loan</b>	<b>TOTAL</b>
<b>As Underwritten</b>	\$624,158	\$414,050	\$498,142	<b>\$1,536,350</b>

At this level, the incentive structure and funding under the DPRP will be subject to further approvals by the Jacksonville City Council.

To be eligible for funding, all work must be reviewed and approved by the Planning and Development Department for consistency with the United States Secretary of Interior Standards and applicable design guidelines during application processing and for verification upon completion and request for funding under terms defined further herein.

**Budget.** The construction budget reviewed and approved by the DIA in the total amount of THREE MILLION THREE HUNDRED FORTY EIGHT THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO/100 \$3,348,850 (the “Total Budget Amount”), which includes Construction Costs to be incurred in each of the funding categories (each, a “Funding Category”) and in the minimum amounts (each a “Funding Category Minimum”) set forth in the table below:

<b>Funding Category</b>	<b>Funding Category Minimum</b>
Interior Rehabilitation	\$1,309,619
Interior Restoration	\$ 20,000
Exterior	\$ 244,350
Code Compliance	\$ 690,082
General Requirements/Other	\$ 945,249
N/A <sup>1</sup>	\$ 139,550
<b>Total Budget Amount:</b>	<b>\$3,348,850</b>

<sup>1</sup> The category “N/A” is not required to be met as a Funding Category Minimum for reimbursement of other categories under the DPRP. For further clarity, there will be no reimbursement for expenditures categorized as “N/A” in the construction budget.

**Minimum Expenditures:** In order to be eligible for the maximum amount of the DPRP Loan, the Developer must provide evidence and documentation prior to the applicable DPRP Loan closing, sufficient to demonstrate to the DIA in its sole but reasonable discretion, the following:

- (i) a total equity capital contribution of at least SEVEN HUNDRED THIRTY TWO THOUSAND DOLLARS AND NO/100 (\$732,000.00) (the “Required Equity”);
- (ii) Total Development Costs incurred of at least FOUR MILLION SEVEN HUNDRED NINETY EIGHT THROUSAND EIGHT HUNDRED AND FIFTY DOALLARS AND NO/100 (\$4,798,850.00) (the “Minimum Total Development Costs”);
- (iii) total Construction Costs incurred of at least the Total Budget Amount (the “Minimum Total Construction Costs”), and
- (iv) Construction Costs incurred of at least the Funding Category Minimum with respect to each respective Funding Category.

Notwithstanding the foregoing, the required Minimum Total Development Costs of \$4,798,850 may be reduced by a maximum of ten percent (10%) overall, as determined by the DIA in its sole and absolute discretion, without affecting Developer’s eligibility for the approved DPRP Loans. Further, any Funding Category Minimum may be reduced by a maximum of ten percent (10%) on a stand-alone basis, as determined by the DIA in its sole and absolute discretion; provided that, in such event there shall be a pro rata reduction in any or each of the related DPRP Loans, as required.

DIA staff shall present to the DIA Board a request for approval of the reduced DPRP Loans consistent with the DPRP Guidelines. The DIA Board shall have the authority, without further action by City Council, to approve reduced DPRP Loan amounts provided the Total Development Costs incurred are not less than \$4,318,965, including Construction Costs incurred of not less than \$3,013,965.

**Infrastructure:** No City of Jacksonville infrastructure improvements are contemplated.

**Land:** No City of Jacksonville land is committed to the project.

**Loans:** No other loans, grants, or other funding from the City of Jacksonville are contemplated for this project, although commercial tenants, including those related to the Owner, leasing space within these Properties may be eligible for funding under separate programs.

No costs may be submitted for duplicative funding under more than one DIA incentive program. However, costs incurred by the DPRP Applicant may count towards their required contribution under the Retail Enhancement Program to the extent such costs are directly attributable to space that would be occupied by the REP Grant Applicant.

**Performance Schedule:**

- A) Redevelopment Agreement to be executed within thirty (30) days of the Bill Effective Date.
- B) Commencement of Construction: Within three (3) months following the Redevelopment Agreement Effective Date, Applicant commits to commencement of construction, meaning receipt of all required approvals, permitting, and closing on all required financing to allow the start of construction activities and has actually broken ground to begin work.
- C) Substantial Completion: Within eighteen (18) months following Commencement of Construction as defined above.
- D) The DIA CEO will have authority to extend this Performance Schedule, in the CEO's discretion, for up to six (6) months for good cause shown by the Developer / Applicant. Any extensions to the Commencement Date shall have the same effect of extending the Completion Date simultaneously.

**Additional Commitments:**

- A) The Developer commits to the development of:
  - 1. A minimum of 10,000 of net leasable tenant space.
- B) Recommendation as to the eligibility of the approved scope of work on the Properties by the Planning and Development Department shall be required prior to DIA Board approval of any program funding. Such recommendation by the Planning and Development Department may be conditional on further review and approvals by the State Historic Preservation Office ("SHPO") and/or the National Park Service ("NPS") as may be required.



- C) Upon completion and request for funding, all work on the Properties must be inspected by the Planning and Development Department or designee for compliance with the approved application prior to funding under any DPRP loan component.
- D) Funding under the DPRP will be secured by a stand-alone, subordinate lien position on the Property behind any senior secured, third-party lender providing construction, mini-perm, or permanent financing, as long as such subordination does not alter the DIA approved maturity date of any DPRP Loan.
- E) Each DPRP loan will be cross defaulted with one another.
- F) Payment defaults, or other defaults that trigger legal actions against the Applicant that endanger the lien position of the City, shall also be a default on the subject facilities.
- G) As the Borrower will be utilizing a combination of HPRR Forgivable Loans, and CCR Forgivable Loans, the maturity of each of these Forgivable Loan will be five (5) years. Principal outstanding under each note will be forgiven at the rate of 20% annually, on the anniversary date of each such funding, so long as each Forgivable Loan is not in default per DPRP Guidelines.
- H) Standard claw back provisions will apply such that:
  - a) In the event the Borrower sells, including without limitation a capital lease transaction, or otherwise transfers the Historic Building during the first five (5) years after the disbursement of the Forgivable Loans, the following shall be due and payable at closing of the Sale:
    - i. 100% if the Sale occurs within 12 months after disbursement of the Forgivable Loan;
    - ii. 80% if the Sale occurs after 12 months but within 24 months of disbursement of the Forgivable Loan;
    - iii. 60% if the Sale occurs after 24 months but within 36 months of disbursement of the Forgivable Loan;
    - iv. 40% if the Sale occurs after 36 months but within 48 months of disbursement of the Forgivable Loan; or
    - v. 20% if the Sale occurs after 48 months but within 60 months of disbursement of the Forgivable Loan.
  - b) Changes in the proposed intended use of the property must continue to contribute towards the relevant Redevelopment Goals and Performance Measures of the DIA and shall be presented to the DIA for further approval not less than 90 days in advance of such changes, and such approval shall not be unreasonably withheld. In the event Borrower or any lessee or assignee of the Borrower uses the Project or the Historic Property or Properties for any use not contemplated by this Agreement at any time within five years following the disbursement of the Forgivable Loan or Loan without such approval, the full amount of the amounts awarded, together with all accrued but unpaid interest thereon, may be declared by the DIA to become due and payable by the Borrower.
- I) Funding in the amount of the DPRP Deferred Principal Loan component will have a stated maturity date of ten years from the Funding Date. The loan balance is due in full upon

maturity, sale, or refinancing of the property prior to maturity subject to terms of the disposition and value of the property at the time of such event.

- J) The DPRP Deferred Principal Loan component requires fixed annual interest payments equal to the total principal outstanding multiplied by the prevailing Ten-Year Treasury Note Rate at the time established for closing.
- K) Partial Principal reductions on the DPRP Deferred Principal Loan may be made after the fifth anniversary with no prepayment penalty; however, a minimum of 50% of the initial loan balance must remain outstanding through the loan maturity date unless the Property or Properties are sold or refinanced during that period, subject to DIA approval.
- L) DIA reserves the right to approve any sale, disposition of collateral property, or refinance of senior debt prior to the forgiveness or repayment of any DPRP Loan.
- M) All Property, business, and income taxes must be current at the time of application and maintained in current status throughout the approval process, the term of the Redevelopment Agreement, and through the DPRP loan period.
- N) Payment defaults, bankruptcy filings, or other material defaults during the DPRP loan period will trigger the right for the City of Jacksonville to accelerate all amounts funded and outstanding under any or all programs at such time, plus a 20% penalty of any amounts amortized or prepaid prior to that date.

There will be additional terms, conditions, rights, responsibilities, warranties, and obligations for both parties which shall be determined in a later negotiated mutually agreeable written contract (or multiple written contracts as is deemed necessary).

**SUPPLEMENTAL INFORMATION**  
**323 E BAY STREET STAFF REPORT**

**DIA Downtown Preservation and Revitalization Program  
Staff Report**

**323 E Bay Street  
January 5, 2022**

<b>Applicant:</b>	<b>323 E BAY STREET RE LLC (“Owner”) Mr. Eric Fuller Ms. Manjola Rajta</b>
<b>Project:</b>	<b>323-325 E Bay Street Jacksonville, FL 32202</b>
<b>Program Request:</b>	<b>Downtown Preservation and Revitalization Program (“DPRP”)</b>
<b>Total Development Costs:</b>	<b>\$4,798,850</b>
<b>DPRP Requested/Recommended:</b>	
1) <b>Historic Preservation Restoration and Rehabilitation Forgivable Loan (HPRR)</b>	<b>\$ 624,158</b>
2) <b>Code Compliance Renovations Forgivable Loan (CCR)</b>	<b>\$ 414,049</b>
3) <b>DPRP Deferred Principal loan</b>	<b>\$ 498,142</b>
	<b><u>\$1,536,350</u></b>

**Project Background:**

The subject project includes the “redevelopment of the building at 323 E Bay Street as a hardware store specializing in ship chandlery serving the adjacent port related businesses. The structure originally housed George E Chase and Company. George E Chase owned both a shipyard and a hardware store at different points in his career. This building and its adjacent warehouses to the east particularly served the large shipyards. Ship building and repairs were a key industry along the river front in the eastern part of downtown throughout most of the first half of the twentieth century.” *(Quoted from the landmark designation as prepared by Autumn L. Martinage)*

The building (RE# 073362-0000) is a historic two-story building with basement built in 1907 and consisting of approximately 15,759 gross square feet. Upon completion, the basement will be dried, and the building re-supported providing approximately 10,400 square feet of shell space for tenancy. The development team is proposing lease of the property to a related entity that will open and operate a live music entertainment venue that will occupy 100% of the leasable space. Renovations proposed include, but are not limited to, window replacement, adding an ADA lift, replacement of an egress stairwell, interior ADA work, fire alarm, sprinkler system, interior bathroom remodel, siding repair, and paint.

Development costs and the proposed incentives only contemplates the elements related to the preservation and rehabilitation of the building. It is anticipated that the related operating entity will lease 100% of the net leasable space on an arm’s length basis from the ownership entity and will seek funding under the FAB-REP program for the tenant build out costs including the installation of a stage, a bar, rooftop bar, and venue lighting among others. As required by each program, and further communicated

with the applicant, no costs may be included for partial reimbursement under more than one DIA program.

**Figure 1. 323 E. Bay Street upon completion with proposed rooftop bar addition**



**Historic Preservation Section:**

In its conditional conceptual approval of November 21, 2021, which was provided to the Owner, its general contractor, and architect, staff for the Historic Preservation Section of the Planning and Development Department notes that in its landmark designation, *“The structure was found to have met three (3) of the seven (7) designation criteria.”* Further, *“As a locally designated landmark, all exterior work must be reviewed under a Certificate of Appropriateness (COA) for consistency with the Secretary of the Interior’s Standards for Rehabilitation (Standards). The exterior work for this project was reviewed and approved with conditions by the Jacksonville Historic Preservation Commission (HPC) under COA-21-25492 on June 23, 2021. The conditions are listed under the recommendation section...”* As it relates to the interior work, *“Staff considered the interior work scope for consistency with the applicable Secretary of the Interior’s Standards for Rehabilitation (Standards). And, “...it is the position of the Planning and Development Department that the proposed interior work, as conditioned (below), is consistent with the Secretary’s Standards for Rehabilitation.”*

**HPS Recommendation:**

*“Based on these findings, the Planning and Development Department recommends APPROVAL WITH CONDITIONS on this project. “Conditions-interior” shown below are based on staff’s analysis of the interior scope of work, and “conditions – exterior” shown below have been approved by the HPC.*

Conditions – interior:

- 1. Relocation of the original wood columns shall maintain the appearance of providing structural support to the second floor in order to retain their historic integrity as structural features.*
- 2. Brickwork shall be repaired where necessary and left exposed to the extent possible.*

Conditions - exterior:

1. Window replacement throughout the structure shall have either the documented 6/6 or a 1/1 sash style design.
2. New windows shall fit the historic opening, be recessed within the wall plane to provide a traditional reveal and have exterior raised profiled muntins if a multi-light pattern is selected.
3. The east/right side storefront shall be reconfigured to a more traditional recessed entry design with the glass storefront wrapping the corner to wall off the interior space in lieu of the proposed design, which functions more as a glass partition wall.
4. The storefront framing shall have a coated finish to look more like wood versus a modern storefront.
5. New glazing for storefronts, windows and railing shall be clear.
6. Rooftop deck and railing shall be stepped back at least two feet from the front wall to place it clearly on a secondary plane from the historic parapet and help reduce visibility of the new feature at the edge.
7. Final signage plan shall be submitted under a separate COA application.
8. Introducing tall landscape features like trees to the roof area that could be visible from the ground shall be avoided. Any permanent shade devices or embellishments shall need to be reviewed under a separate COA or MMA.
9. Coloration of materials and features of the rooftop shall be subdued (as represented in the provided renderings) to minimize the visual impact.
10. Minor changes to the design and architectural details (i.e., light patterns, column design, and masonry materials) can be administratively reviewed by the Historic Preservation Section of the Planning and Development Department.
11. Final plans in accordance with the Final Order, and product information shall be submitted and approved by the Historic Preservation Section of the Planning and Development Department at least one week prior to permitting.

**Developer:**

As owner/developer, Mr. Fuller or Ms. Rajta bring relevant entrepreneurial experience as owner operators of entertainment and food and beverage businesses. That operating experience will be explored more thoroughly in the FAB-REP application, but comfort in the redevelopment of the historic property rests in the relatively good shape the property is in along with the experience of development team assembled for the project as outlined below:

**Architect:**

Founded in 2005, JAA Architecture (<https://www.jaaarchitecture.com/>) is a Jacksonville, Florida based architectural firm specializing in residential, commercial and industrial projects. Led by John Allmand and Kevin Oun, the firm will oversee all architectural plans and help bring the owners vision to life. The group has experience with the design and engineering of historical projects specifically in the city of Jacksonville including Brick and Beam and Strings Sports Brewery in Springfield, and 2105 Park Street in the Five Points area.

**Construction Manager & Consultant:**

DCM Consultants, founded and led by Dave Monk who brings more than 20 years of experience building commercial, residential and industrial projects. Monk is a co-founder of Shaycore (<https://shaycore.com/>)

and brings over 20 years of industry experience on a national scale. He is an accredited LEED GA and licensed General Contractor throughout the United States. As ShayCore’s Chief Operating Officer, David takes an active role in working with and meeting the needs and expectations of clients such as Tesla, CSX Transportation, Target, PepsiCo and Publix.

**Development Budget:**

The total development budget of \$4,798,850 as presented is centered the construction budget of \$3,348,850, or \$212.50 per square foot. The construction budget as modeled includes a contingency of \$271,010 representing 10% of costs before overhead, profit, and insurance. The property itself was acquired by Owner, January 21, 2021, for \$1,400,000, or \$88.84 psf. The property has a 2021 tax assessed value of \$769,200, which includes \$138,400 for the 5,536 sf E Bay Street parcel on which it sits (\$25 sf). An appraisal for the building or the project upon completion was not provided but is also not required by DPRP Guidelines.

As outlined further in the Term Sheet, the required Minimum Total Development Costs of \$4,798,850 may be reduced by a maximum of ten percent (10%) overall without affecting Developer’s eligibility for the approved DPRP Loans, subject to further limitations imposed on Funding Category Minimums discussed further below.

**Operating Budget:**

The operating budget provided proposes a lease with the related tenant, Decca Live, will be established at \$23 psf providing lease revenue of \$230,000 in the first year of operations. The pro forma provided suggests rents will escalate 2% annually. Operating expenses estimated at \$52,000 annually plus property taxes estimated at \$46,500 in the first year provides NOI of \$131,500 in the first year of stabilization. Net Operating Income increases to a projected \$149,505 through year 10. This amount is insufficient to support SBA debt service shown to be \$195,949 annually, although that loan will be serviced additionally by the cash flow of the commonly owned tenant. With equity shown of \$732,000, the funding gap is demonstrated by a pre-tax, levered IRR on equity that is n near break-even, and this development could not be completed without additional funding support from the DPRP.

**Request and Structure:**

DIA staff in conjunction with HPS staff reviewed each line item of the \$3,348,850 construction budget provided to align costs with the appropriate DPRP funding category as shown below. As shown, these amounts establish funding minimums for each of the respective categories.

<b>Funding Category</b>	<b>Funding Category Minimum</b>	<b>DPRP Funding</b>
Interior Rehabilitation	\$1,309,619	\$392,886
Interior Restoration	\$ 20,000	\$ 15,000
Exterior	\$ 244,350	\$183,263
Code Compliance	\$ 690,082	\$517,562
General Requirements/Other	\$ 945,249	\$189,050
N/A <sup>1</sup>	\$ 139,550	N/A
<b>Total Budget Amount:</b>	<b>\$3,348,850</b>	<b>\$1,536,350</b>

*1 The category “N/A” is not required to be met as a Funding Category Minimum for reimbursement of other categories under the DPRP. For further clarity, there will be no reimbursement for expenditures categorized as “N/A” in the construction budget.*

These amounts are aggregated into the respective recommended DPRP forgivable loans and deferred principal loan totaling \$1,536,350 as shown below:

	Historic Preservation, Restoration, and Rehabilitation Forgivable Loan (HPRR)	Code Compliance Forgivable Loan (CCR)	DPRP Deferred Principal Loan	TOTAL
As Underwritten	\$624,158	\$414,050	\$498,142	\$1,536,350

Program guidelines allow for the HPRR and CCR Forgivable Loans to amortize concurrently with principal forgiven at the rate of 20% annually over a five-year period. The Deferred Principal Loan requires interest payments annually, established at the Ten-Year Treasury Rate, which was modeled at 1.5% in underwriting. That loan is subject repayment at refinance or sale of the property, but not later than the maturity established as ten years from closing.

At this funding level, the incentive structure and funding under the DPRP will be subject to further approvals by the Jacksonville City Council. Funding of the DPRP Loans will only be made to the Owner following completion and inspection of the work in accordance with criteria approved by the DIA and the Historic Preservation Section of the COJ Planning and Development Department at the time of underwriting.

DIA reserves the right to approve any sale, disposition of collateral property, or refinance of senior debt during the DPRP Compliance Period.

Each of these parameters for the for 323 E. Bay Street are captured in Figure 2. below:

Figure 2. – DPRP Parameters for 323 E. Bay Street

Total from Const Budget	\$	3,348,850.21		
-------------------------	----	--------------	--	--

Sources			
Federal Historic Tax Credit	\$	-	0.0%
HPRR Forgivable Loan	\$	624,158	13.0%
CCR Forgivable Loan	\$	414,049	8.6%
DPRP Def Prin Loan	\$	498,142	10.4%
Other COJ Funding	\$	-	0.0%
1st Position Debt	\$	2,530,500	52.7%
Owner Equity	\$	732,000	15.3%
TOTAL SOURCES	\$	4,798,850	100.0%

Uses			
Purchase Price	\$	1,450,000	30.2%
A&E Costs	\$	160,000	3.3%
Construction Costs	\$	3,188,850	66.5%
Developer Fee			0.0%
Soft Costs			0.0%
TOTAL USES	\$	4,798,850	100.0%

Maximum Funding Level	\$	2,399,425
DPRP Funding	\$	1,536,350
ROI		0.64

Measurement	DPRP Guidelines		As Calculated
	% of TDC	Net of Developer Fee	Project
Developer Equity	10%	Min of TDC	15.3%
3rd Party Loan		No min or max	52.7%
Subsidy or Tax Credit		No min or max	0.0%
<b>Developer Combined</b>	50%	Min of TDC	68.0%
DPRP			
Exterior	75%	Max of eligible costs	
Restoration Int	75%	Max of eligible costs	
Rehabilitation Int	30%	Max of eligible costs	
Code Compliance	75%	Max of eligible costs	
Other	20%	Max of eligible costs	
HPRR Forgivable Loan	30%	Max of TDC	13.0%
CCR Forgivable Loan	30%	Max of TDC	8.6%
DPRP Def Prin Loan	20%	Max of TDC	10.4%
DPRP Def Prin Loan		Min Must be ≥ 20% of Gap	32.4%
Other COJ Funding			0.0%
<b>COJ Combined</b>	50%	Max of TDC	32.0%



**Return on Investment (ROI):**

As shown in Figure 3. below, the ROI for the development as proposed and underwritten is satisfactory per DPRP Guidelines at 0.64X. Incremental taxes projected to be provided by this development effort are abated for the first ten years following completion, per ordinance, and provide \$421,580 to the CRA Tax Increment Fund over twenty years. An additional \$58,314 is projected to be provided through Local Option Sales Tax on the commercial lease with Decca Live. Interest payments and the present value of the payoff on the Deferred Principal Loan, totaling \$666,453, are included in the inflows to the City in the ROI calculation, consistent with the modeling of similar future cash inflows from other development proposals.

**Figure 3. – 323 E. Bay Street ROI Calculation**

<b>\$4.8 Million in Capital Expenditures</b>		
Ad Valorem Taxes Generated		
County Operating Millage	(1) \$	421,580
Local Option Sales Tax	(2) \$	58,314
Payroll	(3)	
Add'l Benefits Provided	(4) \$	427,863
<b>Total City Expected Benefits</b>		\$ 982,478
Total City Investment	(5)	\$ 1,536,350
<b>Return on Investment Ratio</b>		<b>0.64</b>
<b>(4) - Value of any additional contribution being made for the benefit of the city in consideration of the incentive</b>		
Interest on the DPRP Deferred Principal Loan	\$	74,721
PV of DPRP Deferred Principal Repayment		\$353,142
Other		
<b>Total Add'l Benefits Provided</b>	\$	427,863
<b>(5) - City Incentives as follows:</b>		
DPRP	\$	1,536,350
Land		
Other		
<b>Total Direct Incentives</b>	\$	1,536,350

**Recommendation:**

Underwriting this application established the need for financial support from the City based on the redevelopment costs for the building, deemed important to the activation of Jacksonville’s historic building stock and consistent with the goals of the BID and CRA plan as well as the stated purpose of the Downtown Preservation and Revitalization Program.

All requirements outlined within the HPS conditional approval or as may be established by the NPS in its conditional approval must be incorporated into the redevelopment project and inspected for adherence upon completion and prior to funding.

DIA Staff recommends approval of a the DPRP loans as outlined. Other conditions and requirements of approval and administration of the subject facilities is captured in the Exhibit A Term Sheet.

**TAB IV.C**

**RESOLUTION 2022-01-07 ORDINANCE 2021-0821**

**RESOLUTION 2022-01-07**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ADOPTING OR ADOPTING WITH AMENDMENTS THE DOWNTOWN DEVELOPMENT REVIEW BOARD (“DDRB”) RECOMMENDATION REGARDING ORDINANCE 2021-0821, AN ORDINANCE SEEKING TO AMEND CERTAIN PROVISIONS OF SECTION 656.361.4.A (PERSONAL PROPERTY STORAGE) AND SECTION 656.361.5.2 (USES REGULATED BY DISTRICT); PROVIDING A RECOMMENDATION TO CITY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance 2021-0821 was introduced by a City Councilman for action by the City Council; and

**WHEREAS**, Ordinance 2021-0821 seeks to amend section 656.361.4.A and section 656.361.5.2, the affect of which will be an amendment to the Downtown District Regulations to permit personal property / self storage facilities within all Overlay Districts in Downtown; and

**WHEREAS**, pursuant to section 656.361.9.C.2: *Any proposed amendments to the Downtown District Regulations, the Downtown Streetscape Design Guidelines, and the Riverwalk Park Design Criteria shall be recommended by the DDRB for recommendation to the DIA, who in turn may recommend to the City Council for adoption;* and

**WHEREAS**, the Downtown Development Review Board made a recommendation regarding the legislation at their January 13, 2021 meeting, with that recommendation forwarded to the Downtown Investment Authority pursuant to section 656.361.9.C.2; and

**WHEREAS**, the DIA, after consideration of the DDRB recommendation, is forwarding a recommendation to City Council pursuant to section 656.361.9.C.2,

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

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

**Section 2.** The DIA hereby ADOPTS or ADOPTS WITH AMENDMENT the recommendation of the Downtown Development Review Board regarding Ordinance 2021-0821, and via this resolution forwards this as a recommendation to City Council.

**Section 3.** This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
Braxton Gillam, Esq., Chair

\_\_\_\_\_  
Date

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

**SUPPLEMENTAL INFORMATION**

**ORDINANCE 2021-821**

1 Introduced by Council Member Gaffney:  
2  
3

4 **ORDINANCE 2021-821**

5 AN ORDINANCE AMENDING SECTION 656.361.5.2 (USES  
6 REGULATED BY DISTRICT) AND SECTION 656.361.5.4  
7 (DEVELOPMENT STANDARDS FOR USES REGULATED BY  
8 DISTRICT), SUBPART H (DOWNTOWN OVERLAY ZONE AND  
9 DOWNTOWN DISTRICT USE AND FORM REGULATIONS),  
10 PART 3 (SCHEDULE OF DISTRICT REGULATIONS),  
11 CHAPTER 656 (ZONING CODE), *ORDINANCE CODE*, TO  
12 ADD PERSONAL PROPERTY STORAGE FACILITIES AS A  
13 PERMISSIBLE USE BY EXCEPTION, MEETING CERTAIN  
14 DEVELOPMENT STANDARDS, TO THE CATHEDRAL, CENTRAL  
15 CORE, SPORTS AND ENTERTAINMENT, WORKING  
16 WATERFRONT, AND SOUTHBANK DISTRICTS OF DOWNTOWN;  
17 PROVIDING AN EFFECTIVE DATE.  
18

19 **BE IT ORDAINED** by the Council of the City of Jacksonville:

20 **Section 1.** Section 656.361.5.2 (Uses Regulated by District)  
21 and Section 656.361.5.4 (Development Standards for Uses Regulated by  
22 District), Subpart H (Downtown Overlay Zone and Downtown District Use  
23 and Form Regulations), Part 3 (Schedule of District Regulations),  
24 Chapter 656 (Zoning Code), *Ordinance Code* is hereby amended to read  
25 as follows:

26 **CHAPTER 656. ZONING CODE**

27 \* \* \*

28 **PART 3. SCHEDULE OF DISTRICT REGULATIONS**

29 \* \* \*

30 **SUBPART H. - DOWNTOWN OVERLAY ZONE AND DOWNTOWN DISTRICT USE AND**  
31 **FORM REGULATIONS**



1 such as a parking garage.

2 (b) Auto laundry.

3 (c) Thrift stores (retail outlets for the sale of used  
4 goods).

5 (d) Day Labor pool provided all activities, including  
6 waiting or queuing, are completely located within an  
7 enclosed facility.

8 (e) Private Clubs.

9 (f) Personal property/self-storage facilities meeting the  
10 development standards contained in Sec. 656.361.5.4.

11 F. Sports and Entertainment District.

12 1. *Bonus Uses.*

13 (a) Commercial recreational or entertainment facilities in  
14 completely enclosed buildings or outdoors such as  
15 billiard parlors, bowling alleys, swimming pools,  
16 skating rinks, dance halls, carnivals or circuses,  
17 theaters (including open-air theaters), indoor shooting  
18 galleries, archery or blade throwing ranges, pony  
19 rides, athletic complexes, arenas, auditoriums,  
20 convention centers, go-cart tracks, driving ranges and  
21 similar uses, but not adult entertainment or service or  
22 adult arcades.

23 (b) Manufacturing uses in existence on March 1, 2019.

24 (c) Private Clubs.

25 2. *Uses permissible by exception.*

26 (a) Drive-in or drive through facilities for any permitted  
27 use including but not limited to restaurants, dry  
28 cleaners, and banks) are permissible only by exception  
29 and provided the service window or device and all  
30 queuing lines are located entirely within an enclosed  
31 structure such as a parking garage.



- 1 (b) Auto laundry.
- 2 (c) Thrift stores (retail outlets for the sale of used
- 3 goods).
- 4 (d) Personal property/self-storage facilities meeting the
- 5 development standards contained in Sec. 656.361.5.4.

6 G. Working Waterfront District.

7 1. *Bonus uses:* All uses permitted within the IW Zoning District.

8 2. *Uses permissible by exception.*

9 (a) Drive-in or drive through facilities for any permitted

10 use (including but not limited to restaurants, dry

11 cleaners, and banks) are permissible by exception and

12 provided the service window or device and all queuing

13 lines are located entirely within an enclosed structure

14 such as a parking garage.

15 (b) Day Labor pool provided all activities, including

16 waiting and queuing, are completely located within an

17 enclosed facility.

18 (c) Service garage for minor repairs provided there is no

19 outdoor storage of vehicles and vehicle service bays do

20 not face the public right-of-way.

21 (d) Bulk storage yard.

22 (e) Bulk processing, including flammable liquids.

23 (f) Personal property/self-storage facilities meeting the

24 development standards contained in Sec. 656.361.5.4.

25 H. Southbank District.

26 1. *Bonus uses:* None.

27 2. *Uses permissible by exception.*

28 (a) Drive-in or drive through facilities for any permitted

29 use (including but not limited to restaurants, dry

30 cleaners, and banks) are permissible only by exception

31 and provided the service window or device and all

1 queuing lines are located entirely within an enclosed  
2 structure such as a parking garage.

3 (b) Filling or Fueling Stations with fewer than eight  
4 fueling stations.

5 (c) Commercial Surface Parking Lot meeting the exception  
6 criteria contained in Section 656.361.5.3.

7 (d) Auto laundry.

8 (e) Thrift stores (retail outlets for the sale of used  
9 goods).

10 (f) Service garage for minor repairs provided there is no  
11 outdoor storage of vehicles and vehicle service bays do  
12 not face the public right-of-way.

13 (g) Manufacturing of medical, dental or optical products in  
14 conjunction with a retail point of sale or a clinic; or  
15 as a standalone facility not to exceed 10,000 square  
16 feet.

17 (h) Private clubs.

18 (i) Personal property/self-storage facilities meeting the  
19 development standards contained in Sec. 656.361.5.4.

20 \* \* \*

21 **Sec. 656.361.5.4. Development Standards for Uses Regulated**  
22 **by District.**

23 The following additional development standards shall apply to  
24 uses permitted and permissible in Downtown:

25 A. Personal property/self-storage. It is the intent that personal  
26 property/self-storage facilities are part of a mixed-use  
27 building with ground floor activation.

28 1. All storage shall be located within the building, and  
29 outside storage of any type, including the outside  
30 storage of moving vans, trailers, vehicles and boats,  
31 shall not be permitted.

- 1           2. For ground floor building façades that front public  
2           streets, at least 50 percent of street frontages shall  
3           be devoted as functional space for at least one primary  
4           use unrelated to, and not an accessory to, the self-  
5           storage facility. For the purposes of meeting this  
6           requirement, functional space does not include vehicle  
7           use areas, open space, or other non-activation  
8           activities, but does include uses such as professional  
9           and medical offices, commercial retail sales and  
10          services, eating and drinking establishments, and art  
11          galleries.
- 12          3. No more than 25 percent of the ground floor building  
13          façade fronting a ~~public street~~ road classified as Minor  
14          Arterial or higher may be ~~wrapped with~~ occupied by the  
15          rental and management office associated with the self-  
16          storage facility.
- 17          4. Direct access to the individual self-storage units  
18          located in the building shall not be provided from the  
19          exterior of the building. Access to the individual self-  
20          storage storage units shall be provided by internal  
21          hallways.
- 22          5. The minimum height of a building containing a self-  
23          storage facility shall be three stories.
- 24          6. The maximum height of a building containing a self-  
25          storage facility shall be the maximum height permitted  
26          in the Downtown Overlay District in which it is located.
- 27          7. Building façades visible from the public right-of-way  
28          must have the appearance of an office, retail or  
29          residential building through the use of doors, windows,  
30          awnings, and other appropriate building elements.

31          Personal property storage facilities are prohibited along any

1 waterway.

2           **Section 2.           Effective Date.** This ordinance shall become  
3 effective upon signature by the Mayor or upon becoming effective  
4 without the Mayor's signature.

5

6 Form Approved:

7

8                     /s/ Kealey West          

9 Office of General Counsel

10 Legislation prepared by: Steve Diebenow

11 *GC-#1464293-v1-Diebenow\_Property\_Storage\_Bill.docx*

**SUPPLEMENTAL INFORMATION**  
**2022-01-07 DDRB RECOMMENDATION MEMO**



# DOWNTOWN INVESTMENT AUTHORITY

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

## MEMORANDUM

**TO:** The Downtown Investment Authority Board

**THRU:** Braxton Gillam, Esq, Chair

**FROM:** Guy Parola, Operations Manager

**RE:** Resolution 2022-01-07: Ordinance 2021-0821

**DATE:** January 17, 2022

---

Ordinance 2021-0821 seeks to permit by exception personal property storage facilities in all Downtown Overlay Districts (in other words, they would be permitted only after meeting nine (9) additional criteria and by approval by DDRB). Currently, storage facilities are permitted by exception in Brooklyn and in LaVilla.

At the January 13, 2022 meeting of the Downtown Development Review Board (“DDRB”), the DDRB voted unanimously to forward as a recommendation to the DIA their support of Ordinance 2021-0821 with several recommendations. Pursuant to the Ordinance Code, the DDRB provides recommendations regarding Zoning Code amendments. After consideration of the DDRB recommendation, DIA may affirm or amend the DDRB recommendation. The action of DIA is then forwarded to the City Council for consideration.

Below are the recommendations proffered by DDRB in conjunction with their support of the legislation:

*Recommendation #1: The legislation seeks to change section 656.361.5.4.A(3) as follows:*

No more than 25 percent of the ground floor building façade fronting a ~~public street~~ road classified as Minor Arterial or higher may be ~~wrapped with~~ occupied by the rental and management office associated with the self-storage facility.

**DDRB recommended that the strike-thru/underline changes be deleted and the this section remain as is currently within the Zoning Code.**

*Recommendation #2:* In the Cathedral, LaVilla, Brooklyn/Riverside, Church, Central Core, Southbank and Sports & Entertainment Districts, require that the personal- or self-storage facilities be incorporated into a mixed-use building that includes ground-floor retail/restaurant uses unrelated to the personal- or self-storage facility.

*Recommendation #3:* In the Cathedral, LaVilla, Brooklyn/Riverside, Church, Central Core, Southbank Districts, require that:

(a) at least 20% of the total building area in which the facility is part be dedicated to uses unrelated to the personal property- or self-storage facility; or

(b) at least 10% of the total building area in which the facility is part be groundfloor/street frontage retail or restaurant.

*Recommendation #4:* In the Cathedral, LaVilla, Brooklyn/Riverside, Church, Central Core, Southbank Districts, require that a granting of an exception is predicated on the facility meeting the private and public realm design standards in section 656.361.6.2 and 656.361.6.3 without the granting of a deviation or waiver.

**For informational purposes, the following are the standard Zoning Exception criteria. Note: in Downtown, where the criteria reads “Planning Commission” or “Commission”, that is to mean the Downtown Development Review Board:**

The Commission shall issue an order to grant the exception only if it finds from a preponderance of the evidence of record presented that the proposed use meets, to the extent applicable, the following standards and criteria:

- (i) Will be consistent with the Comprehensive Plan, including any subsequent plan adopted by the Council pursuant thereto;
- (ii) Will be compatible with the existing contiguous uses or zoning and compatible with the general character of the area, considering population density, design, scale and orientation of structures to the area, property values, and existing similar uses or zoning;
- (iii) Will not have an environmental impact inconsistent with the health, safety and welfare of the community;
- (iv) Will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community;
- (v) Will not have a detrimental effect on the future development of contiguous properties or the general area, according to the Comprehensive Plan, including any subsequent amendment to the plan adopted by the Council;
- (vi) Will not result in the creation of objectionable or excessive noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses or zoning in the vicinity;
- (vii) Will not overburden existing public services and facilities;
- (viii) Will be sufficiently accessible to permit entry onto the property by fire, police, rescue and other services; and
- (ix) Will be consistent with the definition of a zoning exception, and will meet the standards and criteria of the zoning classification in which such use is proposed to be located, and all other requirements for such particular use set forth elsewhere in the Zoning Code, or otherwise adopted by the Planning Commission.