



**DOWNTOWN INVESTMENT AUTHORITY
AGENDA**

City Hall at St. James Building
117 W. Duval Street, 1st Floor, Lynwood Roberts Room
Jacksonville, Florida 32202
Wednesday, August 21, 2019 – 2:00 P.M.

MEMBERS:

James Bailey, Chairman
Craig Gibbs, Esq. Vice Chairman
Ron Moody, Secretary
Oliver Barakat, Board Member
Carol Worsham, Board Member

Dane Grey, Board Member
Todd Froats, Board Member
Marc Padgett, Board Member
Braxton Gillam, Esq. Board Member

I.	CALL TO ORDER
	A. Pledge of Allegiance
II.	PUBLIC COMMENTS
III.	COMMUNITY REDEVELOPMENT AGENCY MEETING
	A. August 7, 2019 CRA Board Meeting Minutes
	B. Resolution 2019-08-10: Southside FY 2019 Budget Amendment
	C. Resolution 2019-08-11: Northbank FY 2019 Budget Amendment
IV.	DOWNTOWN INVESTMENT AUTHORITY BOARD
	A. August 7, 2019 DIA Board Meeting Minutes
	B. Resolution 2019-08-12: Lofts at Cathedral Allocation of Development Rights
	C. Resolution 2019-08-13: JEA Headquarters Allocation of Development Rights
	D. Resolution 2019-08-14: Live Bakery Retail Enhancement Grant
V.	PRESENTATION
	A. M.O.C.A.
VI.	CHIEF EXECUTIVE OFFICER REPORT
VII.	CHAIRMAN REPORT
VIII.	DDRB BRIEFING
IX.	OLD BUSINESS
X.	NEW BUSINESS
	A. Unsolicited Offers To Purchase DIA Policy
	B. Blackwater Capital, LLC: Unsolicited Offer to Purchase: LaVilla Property
XI.	ADJOURN

*Transcript of the meeting available upon request or may be found at <http://dia.coj.net/about/Meeting-Information/Meeting-Minutes>



Downtown Investment Authority
City Hall at St. James Building,
117 W. Duval Street, First Floor, Lynwood Roberts Room
Jacksonville, FL. 32202
Wednesday, August 21, 2019 –2:00 p.m.

Community Redevelopment Agency
MEETING MINUTES

Board Members Present: Craig Gibbs, Esq., Vice Chairman; Ron Moody, Secretary; Todd Froats; Dane Grey; Marc Padgett and Carol Worsham

Board Members Absent: Jim Bailey, Chairman; Oliver Barakat and Braxton Gillam

Mayor's Staff: Dr. Johnny Gaffney, Mayor's Office, Boards and Commission Liaison

Council Members: Michael Boylan, Council Member DIA Liaison District 6; and Reggie Gaffney, Council Member District 7.

DIA Staff: Lori Boyer, Chief Executive Officer; Guy Parola, Operations Manager; and Karen Underwood-Eiland, Executive Assistant.

Office of General Counsel: John Sawyer, Office of General Counsel

I. CALL TO ORDER

Vice Chairman Gibbs called the CRA Meeting to order at 2:00 p.m. and the attendees introduced themselves for the record.

A. Pledge of Allegiance

II. PUBLIC COMMENTS

Trip Stanly, Blackwater Capital provided a photo of a map of Vestcor's townhomes, City-controlled parcels and JTA- controlled parcels. He commented about the LaVilla neighborhood development strategy and pointed out to keep the momentum going.

III. COMMUNITY REDEVELOPMENT AGENCY MEETING

A. Approval of the August 7, 2019 Community Redevelopment Agency Meeting Minutes

A MOTION WAS MADE BY BOARD MEMBER GREY AND SECONDED BY BOARD MEMBER PADGETT APPROVING THE AUGUST 7, 2019 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES.

THE MOTION PASSED UNANIMOUSLY 6-0-0.

B. RESOLUTION 2018-08-10: SOUTHSIDE FY 2019 BUDGET AMENDMENT

RESOLUTION 2019 -08-10

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ACTING AS THE SOUTHSIDE COMMUNITY REDEVELOPMENT AGENCY BOARD AMENDING THE ALL YEARS TAX INCREMENT DISTRICT (“TID”) BUDGET FOR THE SOUTHSIDE CRA PURSUANT TO SEC. 163.387, F.S. AND SEC. 106.341, ORDINANCE CODE FOR VARIOUS PLAN PROFESSIONAL SERVICES TO RE-ALLOCATE SAID FUNDS PRIOR TO YEAR END; PROVIDING AN EFFECTIVE DATE.

CEO Boyer brought forward Resolution 2019-08-10. The only amendment is the allocation between the existing balance was, traffic flow, signage and consulting services for the DRI.

A MOTION WAS MADE BY BOARD MEMBER WORSHAM AND SECONDED BY BOARD MEMBER PADGETT APPROVING RESOLUTION 2019-08-10.

THE MOTION PASSED UNANIMOUSLY 6-0-0.

C. RESOLUTION 2019-08-11: NORTHBANK FY 2019 BUDGET AMENDMENT - DEFERRED

RESOLUTION 2019 -08-11

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ACTING AS THE DOWNTOWN NORTHBANK COMBINED COMMUNITY REDEVELOPMENT AGENCY BOARD AMENDING THE ALL YEARS TAX INCREMENT DISTRICT (“TID”) BUDGET FOR THE DOWNTOWN NORTHBANK COMBINED PURSUANT TO SEC. 163.387, F.S. AND SEC. 106.341, ORDINANCE CODE FOR VARIOUS PLAN AUTHORIZED EXPENDITURES TO RE-ALLOCATE SAID FUNDS PRIOR TO YEAR END; PROVIDING AN EFFECTIVE DATE.

Resolution 2019-08-11 was deferred.

IV. DOWNTOWN INVESTMENT AUTHORITY BOARD

Occurred post-closing of Community Redevelopment Agency Meeting.

V. CHIEF EXECUTIVE OFFICER REPORT

Occurred post-closing of Community Redevelopment Agency Meeting.

VI. CHAIRMAN REPORT

Occurred post-closing of Community Redevelopment Agency Meeting.

VII. DDRB BRIEFING

Occurred post-closing of Community Redevelopment Agency Meeting.

VIII. OLD BUSINESS

Occurred post-closing of Community Redevelopment Agency Meeting.

IX. NEW BUSINESS

Occurred post-closing of Community Redevelopment Agency Meeting.

X. ADJOURN

There being no further business, Vice Chairman Gibbs adjourned the CRA meeting at approximately 2:10 p.m.

The written minutes for this meeting are only an overview of what was discussed. For verbatim comments of this meeting, a transcript is available upon request. Please contact Karen Underwood-Eiland, at (904) 255-5302,

RESOLUTION 2019-08-10

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ACTING AS THE SOUTHSIDE COMMUNITY REDEVELOPMENT AGENCY BOARD AMENDING THE ALL YEARS TAX INCREMENT DISTRICT (“TID”) BUDGET FOR THE SOUTHSIDE CRA PURSUANT TO SEC. 163.387, F.S. AND SEC. 106.341, ORDINANCE CODE FOR VARIOUS PLAN PROFESSIONAL SERVICES TO RE-ALLOCATE SAID FUNDS PRIOR TO YEAR END; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Sec. 106.340-106.346, Ordinance Code, the Board has been given authority to allocate and transfer funds within the CRA budget in accordance with the provisions of those sections, without further Council approval; and

WHEREAS, the DIA wishes to re-allocate certain Plan Professional Service Budgets from prior years;

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

Section 1. The DIA hereby adopts the following budgetary re-allocation of the all years budgets of specific Plan Professional Services as reflected on the attached **Exhibit 1**.

- Reduce budget for Traffic Flow, Signage and Roadway Design from \$311,700 to \$0
- Increase budget for Consulting Services for DRI from \$77,500 to \$100,000
- Create budget for Market Feasibility Study of \$30,000
- Create Budget for BID and CRA Plan Update of \$75,000
- Transfer \$150,000 of budget to JEA SSGS (The District) to increase the balance available for construction
- Increase the budget for Retail Enhancement from \$166,462 (balance after 18/19 budget amendment) by \$34,200 for a total budget available of \$200,662

Section 2. Pursuant to Sec. 106.344, Ordinance Code, the staff of DIA is hereby directed to prepare and file a CRA Budget Transfer Form effectuating the aforementioned budget amendments.

Section 3. Requesting a carryforward of any unspent amounts into Fiscal Year 2019-2020.

Section 4. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Jim Bailey, Chairman

Date

VOTE: In Favor: ____ Opposed: ____ Abstained: ____

**All Years Budget
Amendment
Southside CRA
(SF 182)**

**Revised all years balance as of
8/11/2019; budget actions
Adopted 8/07/2019 by committee**

South Side TID	(SF 182)	All years balance	Amended Budget	
Plan Professional Services				
	Traffic Flow, Signage and Roadway	\$311,700		
	Consulting Services for DRI	\$77,500	\$100,000	
	Market Feasibility		\$30,000	
	BID and CRA Plan Update		\$75,000	
Financial Obligation				
	JEA SSGS		\$150,000	
Plan Programs				
	Retail Enhancement		\$34,200	
		\$389,200	\$389,200	

**RESOLUTION 2019-08-10
EXHIBIT 1**

RESOLUTION 2019-08-11

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ACTING AS THE DOWNTOWN NORTHBANK COMBINED COMMUNITY REDEVELOPMENT AGENCY BOARD AMENDING THE ALL YEARS TAX INCREMENT DISTRICT (“TID”) BUDGET FOR THE DOWNTOWN NORTHBANK COMBINED PURSUANT TO SEC. 163.387, F.S. AND SEC. 106.341, ORDINANCE CODE FOR VARIOUS PLAN AUTHORIZED EXPENDITURES TO RE-ALLOCATE SAID FUNDS PRIOR TO YEAR END; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Sec. 106.204(c), Ordinance Code, the DIA was required to deliver to the Council Secretary, the Council Auditor and the Mayor a schedule reflecting the all years balances in all Plan Programs, Plan Capital Projects, Plan Professional Services, debt service reserves and other accounts carried over from proper years; and

WHEREAS, such schedule revealed a number of journal entries and budget actions that were necessary in order to reconcile said report and such actions have been agreed to by the Council Auditors; and

WHEREAS, in accordance with Sec. 106.340-106.346, Ordinance Code, the Board has been given authority to allocate and transfer funds within the CRA budget in accordance with the provisions of those sections, without further Council approval; and

WHEREAS, the DIA wishes to re-allocate certain Plan Authorized Expenditure Budgets from prior years;

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

Section 1. The DIA hereby adopts the budgetary re-allocation of the all years budgets of specific Plan Authorized Expenditures reflected on the attached **Exhibit 1**.

Section 2. Pursuant to Sec. 106.344, Ordinance Code, the staff of DIA is hereby directed to prepare and file a CRA Budget Transfer Form effectuating the aforementioned budget amendments.

Section 3. Requesting a carryforward of any unspent amounts into Fiscal Year 2019-2020.

Section 4. 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

Jim Bailey, Chairman

Date

VOTE: In Favor: ____ Opposed: ____ Abstained: ____

All Years Budget Amendment Combined Northbank Downtown CRAs (SF 181 and 183, now 18A and 18C)	Index Code	Project number	All years remaining budgetary balances as of June 30, 2019	Amended Budget	Addition or Reduction	Notes
Plan Authorized Expenditures						
Plan Programs						
Loans	JXSF181	09995	\$ 1,078,999.00	\$ 791,069.05		reflects transfer in of 40,723 from Professional Services in 15/16 that occurred in accounting system but apparently not in budget; also transfer out for Bryan and JU specific projects funded from this source
Bryan Building forgivable loan				\$ 55,000.00		
Jacksonville Univ. forgivable loan	JXSF 181			\$ 274,000.00		
Downtown WiFi	JXSF181			\$ 142,873.67		
ETR Carling	JXSF 181	09101		\$ 44,136.28		
Banner Project I	JXSF 181	04939		\$ 22,920.00		
Plan Professional Services						
Plan Professional Services	JXSF181	03109	50,000	\$ 9,196.00		reflects transfer of 40,723 of budget to Loans in 15/16 that occurred in accounting system but apparently not in budget
Unallocated Plan Authorized Expenditures						
Kraft Heinz REV grant	JXSF181	04939	\$ 190,000.00	\$ -		This was a financial obligation but due to default in job creation, the unused budget will not be required; if the agreement is modified new legislation will be required and new budget authorized for future year; per 106.342 (4) this balance falls to unallocated plan expenditures category
Miscellaneous NonDepartmental Expenditures (Unallocated Plan Authorized Expenditures)	JXSF181	04939	\$ 20,196.00	\$ -		20,196 used for Banner project I
TOTAL			\$ 1,339,195.00	\$ 1,339,195.00		



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Downtown Investment Authority
MEETING MINUTES

Board Members Present: Craig Gibbs, Esq., Vice Chairman; Ron Moody, Secretary; Todd Froats; Dane Grey; and Marc Padgett; Carol Worsham

Board Members Absent: Jim Bailey, Chairman; Oliver Barakat; and Braxton Gillam, Esq.

Mayor's Staff: Dr. Johnny Gaffney, Mayor's Office, Boards and Commission Liaison

Council Members: Michael Boylan, Council Member District 6, DIA Liaison and Reggie Gaffney, Council Member, District 7.

DIA Staff: Lori Boyer, Chief Executive Officer; Guy Parola, Operations Manager; and Karen Underwood-Eiland, Executive Assistant.

Office of General Counsel: John Sawyer, Chief, Governmental Operations Department. Office of General Counsel

Meeting Convened: 2:10 p.m.

I. CALL TO ORDER

Vice Chairman Craig Gibbs called the DIA meeting to order at 2:10 p.m.

II. DOWNTOWN INVESTMENT AUTHORITY REGULAR MEETING

A. Approval of the August 7, 2019 Downtown Investment Authority Meeting Minutes

A MOTION WAS MADE BY BOARD MEMBER GREY AND SECONDED BY BOARD MEMBER PADGETT APPROVING THE AUGUST 7, 2019 DIA REGULAR MEETING MINUTES.

THE MOTION PASSED UNANIMOUSLY 6-0-0.

B. RESOLUTION 2019-08-12: LOFTS AT CATHEDRAL ALLOCATION OF DEVELOPMENT RIGHTS

RESOLUTION 2019-08-12

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ALLOCATING UP TO 140 UNITS OF MULTI-FAMILY ENTITLEMENTS FROM THE NORTHSIDE EAST COMPONENT AREA OF THE CONSOLIDATED DOWNTOWN DEVELOPMENT OF REGIONAL IMPACT (“DRP”) TO LOFTS AT CATHEDRAL, LTD.; AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO EXECUTE ANY CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

Guy Parola provided a brief summary of Resolution 2019-08-12. This is a reauthorization of a resolution for a continuance of an allocation over a year ago. He pointed out the dates were changed on Page 2 of the resolution on Sections 4 through 6.

Board Member Padgett disclosed voting conflict because Summit Contracting Group provides some work with Vestcor. He filled out Form 8B to file for the record.

A MOTION WAS MADE BY BOARD MEMBER WORSHAM AND SECONDED BY BOARD MEMBER FROATS APPROVING RESOLUTION 2019-08-12.

THE MOTION PASSED UNANIMOUSLY 6-0-0.

C. RESOLUTION 2019-08-13: JEA HEADQUARTERS ALLOCATION OF DEVELOPMENT RIGHTS

RESOLUTION 2019-08-13

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ALLOCATING UP TO 220,000 SQUARE FEET OF GOVERNMENT/INSTITUTIONAL ENTITLEMENTS AND 8,500 SQUARE FEET OF COMMERCIAL/RETAIL ENTITLEMENTS FROM THE NORTHSIDE EAST COMPONENT AREA OF THE CONSOLIDATED DOWNTOWN DEVELOPMENT OF REGIONAL IMPACT (“DRP”) TO RYAN COMPANIES US, INC. FOR USE ON DUVAL COUNTY TAX PARCEL 073794 0100 (“PROPERTY”); AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO EXECUTE ANY CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Parola brought forth Resolution 2019-08-13. Ryan companies is the developer of the proposed JEA headquarters. He pointed out the mirrored language in the purchase sale agreement on the second page of section 4 of the Resolution.

A MOTION WAS MADE BY BOARD MEMBER MOODY AND SECONDED BY BOARD MEMBER GREY APPROVING RESOLUTION 2019-08-13.

THE MOTION PASSED UNANIMOUSLY 6-0-0.

D. RESOLUTION 2019-08-14: LIVE BAKERY RETAIL ENHANCEMENT GRANT

RESOLUTION 2019-08:14

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) APPROVING A RETAIL ENHANCEMENT PROGRAM FORGIVABLE LOAN IN AN AMOUNT NOT TO EXCEED \$69,341.37 FOR THE LIVE BAKERY AND BAR (APPLICATION 2016-003); AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO EXECUTE ALL CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

Guy Parola brought forth Resolution 2019-08-14. He pointed out this item was previously approved by the board on December 14, 2016. Due to ongoing work that was needed they did not complete the work in time and kept an active permit. Office of General Counsel advised the DIA to approve it again.

Board Member Froats reported that this item was taken up at the Retail Enhancement Committee meeting on July 10, 2019. The committee recommended approval. Board Member Worsham concurred.

A MOTION WAS MADE BY BOARD MEMBER PADGETT AND SECONDED BY BOARD MEMBER MOODY APPROVING THE RETAIL ENHANCEMENT COMMITTEE’S RECOMMENDATION FOR LIVE BAKERY RETAIL ENHANCEMENT GRANT.

THE MOTION PASSED 6-0-0.

III. PRESENTATION

A. MOCA

Caitlyn Doherty, Executive Director of MOCA provided a presentation to update the Board on what that they are doing at MOCA.

IV. CHIEF EXECUTIVE OFFICER REPORT

CEO Boyer provided updates on the below items:

- Project Sharp.
- Blue Cross Blue Shield Parking Garage term sheet was approved at the 8.7.19 meeting and legislation was filed today.
- Amendment to the Ventures easement on the Southbank.
- The completion of the Southbank budget reconciliation report.
- The completion and submission of the Northbank.
- The Budget hearings before City Council for Approval of the DIA's and Community Redevelopment Tax Increment Districts.

CEO Boyer also provided highlights from the Chamber's Destination Downtown trip she attended on July 31st – August 2nd 2019 to Buffalo New York.

V. CHAIRMAN'S REPORT

NONE

VI. DDRB BRIEFING

Mr. Parola reported the next DDRB Meeting is going to be held Thursday, September 19, 2019 at 2:00 p.m. in the Ed Ball Building 8th Floor, Board Room. Vice Chairman Gibbs inquired about Jim Klement's replacement. CEO Boyer and Mr. Parola conducted some interviews about a week ago and two more will be interviewed next Tuesday.

CEO Boyer interviewed three (3) candidates for the communications coordinator position and will be connecting with human resources afterwards to receive their assessment of the individuals.

IX. OLD BUSINESS

NONE

X. NEW BUSINESS

- A. Unsolicited Offers to purchase DIA policy – CEO Boyer suggested having a Strategic Implementation Committee meeting to iron out the questions to pose recommendation back to the board between now and the September meeting to prepare to adopt and understand the process to follow going forward.

She provided copies of Threshold Questions, Draft of the Formal Disposition Procedures and Draft of Unsolicited to the board to review.

The Strategic Implementation Committee will make a recommendation to the board or could have the CEO make a recommendation to the board.

B. Blackwater Capital, LLC: Unsolicited Offer to Purchase: LaVilla Property

CEO Boyer recommended rejecting or holding them until the next meeting to decide what process to follow to be fair for everyone who comes along.

CEO Boyer met with Vestcor this morning to discuss other plans the board preferred in terms of architectural style and retail component. She also met with JTA last week regarding some plans that came through DDRB ten-set review for bus lanes on Forsyth Street to ensure adequate traffic flow off the interstate ramp.

CEO Boyer is in hopes to have the RDA on the LaVilla project at the September meeting.

A MOTION WAS MADE BY BOARD MEMBER MOODY AND SECONDED BY BOARD MEMBER GREY TO TABLE BLACKWATER CAPITAL, LLC UNSOLICITED OFFER UNTIL THE SEPTEMBER MEETING TO WORK OUT PROCEDURAL ISSUES.

THE MOTION PASSED UNANIMOUSLY 6-0-0.

CEO Boyer provided a table that Tom Daly had maintained based on CBRE Quarterly reports. A copy of a presentation a glimpse at Performance was provided to the members.

Jake Gordon, DVI CEO provided a copy of the 2018 State of Downtown report to the Board. CEO Boyer pointed out that the report indicates our targets in the CRA plan and how we are doing in relation to the target on the chart.

C. ELECTION OF OFFICERS

Vice Chairman Gibbs reported that the Governance Committee met August 19th at 1:00 p.m. The committee made nominations and he asked if there were any other nominations.

Craig Gibbs, as Chairman, Ron Moody as Vice Chairman and Braxton Gillam as Secretary.

A MOTION WAS MADE BY BOARD MEMBER GREY AND SECONDED BY BOARD MEMBER FROATS APPROVING THE SLATE OF OFFICERS, CRAIG GIBBS AS CHAIRMAN, RON MOODY AS VICE CHAIRMAN AND BRAXTON GILLAM AS SECRETARY.

THE MOTION PASSED UNANIMOUSLY 6-0-0.

XI. ADJOURN

There being no further business, Vice Chairman Gibbs adjourned the CRA meeting at approximately 2:55 p.m.

The written minutes for this meeting are only an overview of what was discussed. For verbatim comments of this meeting, a transcript is available upon request. Please contact Karen Underwood-Eiland, at (904) 255-5302, or by email at karenu@coj.net.

RESOLUTION 2019-08-12

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ALLOCATING UP TO 140 UNITS OF MULTI-FAMILY ENTITLEMENTS FROM THE NORTHSIDE EAST COMPONENT AREA OF THE CONSOLIDATED DOWNTOWN DEVELOPMENT OF REGIONAL IMPACT (“DRI”) TO LOFTS AT CATHEDRAL, LTD.; AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO EXECUTE ANY CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2014-0560-E, DIA is the “Master Developer” with respect to the Consolidated Downtown Development of Regional Impact (“DRI”) Development Order; and

WHEREAS, Lofts at Cathedral, Ltd., proposes to construct up to 140 multi-family units (“Development”) in the Cathedral Neighborhood of Downtown, within the Northside East Component Area of the Consolidated Downtown DRI; and

WHEREAS, the Development is predicated on an award of Community Development Block Grant Disaster Recovery funding from the Florida Housing Finance Corporation; and

WHEREAS, an award of Community Development Block Grant Disaster Recovery funding will not be made until January 2020; and

WHEREAS, it is the intent of the DIA to allocate up to 140 multi-family units of entitlements from the Northside East Component area of the DRI, predicated upon an award of Community Development Block Grant Disaster Recovery funding; and

WHEREAS, upon an award of Community Development Block Grant Disaster Recovery funding, the DIA’s Chief Executive Officer will determine, by availability of unencumbered multi-family entitlements, which phase or phases to effectuate the allocation, 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 finds that this Resolution 2019-08-12 is consistent with and in furtherance of the North Bank Downtown and Southside Community Redevelopment Area Plans adopted as part of the Business Investment and Development Plan, and in particular

Redevelopment Goal 2, which reads: *Increase rental and owner-occupied housing downtown, targeting key demographic groups seeking a more urban lifestyle.*

Section 3. The DIA allocates up to 140 multi-family units of development rights (a/k/a entitlements) to Lofts at Cathedral, Ltd., for use on Duval County Tax Parcel 073617 0010. Upon confirmation of an award of Community Development Block Grant Disaster Recovery funds, the DIA Chief Executive Officer will effectuate the allocation of up to 140 multi-family units of Phase I entitlements; in the event that there are insufficient Phase I entitlements at that time, any necessary entitlements will be allocated from Phase II; in the event that there are insufficient Phase II entitlements at that time, any necessary entitlements will be allocated from Phase III. An allocation of Phase II or Phase III entitlements are in accordance with Future Land Use Element Policy 2.3.10 adopted as part of the 2030 Comprehensive Plan.

Future Land Use Element Policy 2.3.10: *The Downtown DRI shall maintain adopted Levels of Service in the 2030 Comprehensive Plan for all public facilities (drainage, sanitary sewer, solid waste, potable water, recreation, and when applicable, schools) reviewed under concurrency, except for transportation facilities, which shall be governed by the Consolidated Downtown DRI Development Order through Phase I, and the Mobility Plan for development authorized for Phases II and III of the DRI.*

Section 4. In the event that Lofts at Cathedral, Ltd., or their assigns, fails to receive a Community Development Block Grant Disaster Recovery award on or by January 30, 2020, this Resolution 2019-08-12 and the allocation of entitlements shall become null and void without any further action by the DIA. The DIA Chief Executive Officer may grant a 30 day extension at their sole discretion.

Section 5. Should Lofts at Cathedral, Ltd., or their assigns, fail to obtain a permit for vertical construction within 12 months from a Community Development Block Grant Disaster Recovery award, this Resolution 2019-08-12 and the allocation of entitlements shall become null and void without any further action by the DIA. The DIA Chief Executive Officer may grant a 60 day extension at their sole discretion.

Section 6. Should Lofts at Cathedral, Ltd., or their assigns, fail to commence construction within 6 months of the issuance of a permit for vertical construction this Resolution 2019-08-12 and the allocation of entitlements shall become null and void without any further action by the DIA. The DIA Chief Executive Officer may grant a 60 day extension at their sole discretion.

Section 7. Lofts at Cathedral, Ltd., may assign the allocation of entitlements upon approval by the DIA Chief Executive Officer, who shall not unduly withhold such approval.

Section 8. The DIA Chief Executive Officer is authorized to execute any contracts and documents and otherwise take all necessary action in connection therewith to effectuate the purposes of this resolution.

Section 9. This Resolution, 2019-08-12, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

James Bailey, Chairman

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

RESOLUTION 2019-08-13

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ALLOCATING UP TO 220,000 SQUARE FEET OF GOVERNMENT/INSTITUTIONAL ENTITLEMENTS AND 8,500 SQUARE FEET OF COMMERCIAL/RETAIL ENTITLEMENTS FROM THE NORTHSIDE EAST COMPONENT AREA OF THE CONSOLIDATED DOWNTOWN DEVELOPMENT OF REGIONAL IMPACT (“DRI”) TO RYAN COMPANIES US, INC. FOR USE ON DUVAL COUNTY TAX PARCEL 073794 0100 (“PROPERTY”); AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO EXECUTE ANY CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2014-0560-E, DIA is the “Master Developer” with respect to the Consolidated Downtown Development of Regional Impact (“DRI”) Development Order; and

WHEREAS, Ryan Company US, Inc., on behalf of JEA, seeks to construct a 220,000 square foot office building and a structured parking facility with 8,500 square feet of ground floor retail; and

WHEREAS, the Downtown Investment Authority, as the Community Redevelopment Agency for Downtown, issued a Notice of Disposition for the City-owned Property; and

WHEREAS, the Downtown Investment Authority, after the required notice period and in accordance with Florida Statutes and the Jacksonville Ordinance Code governing the disposition of property within a Community Redevelopment Area, voted to sell Ryan Companies US, Inc. the Property, 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 finds that this Resolution 2019-08-13 is consistent with and in furtherance of the North Bank Downtown and Southside Community Redevelopment Area Plans adopted as part of the Business Investment and Development Plan, and in particular Redevelopment Goal 1, which reads “Reinforce Downtown as the City’s unique epicenter for business, history, culture, education, and entertainment.”

Section 3. The DIA allocates up to 220,000 square feet of Government/Institutional and 8,500 square feet of Commercial/Retail units of entitlements to Ryan Companies US, Inc., for use on Duval County Tax Parcel 073794 0100.

Section 4. In the event that Ryan Companies US, Inc., fails to commence construction and have entered into a binding lease agreement with JEA on or by December 31, 2020, this Resolution 2019-08-13 and the allocation entitlements authorized herein shall become null and void without any further action by the Downtown Investment Authority.

Section 5. This Resolution, 2019-08-13, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

James Bailey, Chairman

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

RESOLUTION 2019-08-14

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) APPROVING A RETAIL ENHANCEMENT PROGRAM FORGIVABLE LOAN IN AN AMOUNT NOT TO EXCEED \$69,341.37 FOR THE LIVE BAKERY AND BAR (APPLICATION 2016-003); AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO EXECUTE ALL CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, via Ordinance 2014-0389 City Council approved the creation of a Downtown Retail Enhancement Program (“Program”), appropriated \$750,000 in funding from the Downtown Economic Development Fund for the Program and authorized the DIA’s Chief Executive Officer to execute grant (i.e. forgivable loan) agreements; and

WHEREAS, the Program was reaffirmed via Ordinance 2014-0560, which approved a Business Investment and Development Strategy, Northbank Community Redevelopment Area Plan and Southbank Community Redevelopment Area plan (collectively the “Business Investment and Development Plan”); and

WHEREAS, at the July 10, 2019 meeting of the DIA Retail Enhancement Program Committee they approved Application 2016-003; and

WHEREAS, Application 2016-003 was previously approved for funding both by the Retail Enhancement Program Committee on December 7, 2016, and by the DIA Board on December 14, 2016; and

WHEREAS, due to prolonged construction owing to the rehabilitation of the building, the completion time frames within the Program were exceeded; and

WHEREAS, in an abundance of caution to ensure adherence to Program guidelines, the DIA Board desires to approve the forgivable loan via adoption of this Resolution 2019-08-14, 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.

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Section 2. The DIA finds that this Resolution 2019-08-14 is consistent with and in furtherance of the North Bank Downtown and Southside Community Redevelopment Area Plans adopted as part of the Business Investment and Development Plan, and in particular Redevelopment Goal 1, which reads “Reinforce Downtown as the City’s unique epicenter for business, history, culture, education, and entertainment.”

Section 3. The DIA approves a forgivable loan in an amount equal to the lesser of \$69,341.37 or fifty percent (50%) of the actual eligible paid construction costs.

Section 4. The DIA Chief Executive Officer is authorized to execute any contracts and documents and otherwise take all necessary action in connection therewith to effectuate the purposes of this resolution.

Section 5. This Resolution, 2019-08-14, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

James Bailey, Chairman

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

Downtown Investment Authority

MEMORANDUM

TO: Downtown Investment Authority Retail Enhancement Committee

THROUGH: Oliver Barakat, Chair

FROM: Guy Parola, Operations Manager

RE: Re-Authorization of Award
Application 2016-003

DATE: July 10, 2019

It is being requested that the Retail Enhancement Committee re-authorize previously approved funding for Application 2016-003. After discussions with the Office of General Counsel and the applicant's agent, due to the time between funding award, permitting and completion, it was determined that, in an abundance of procedural caution, to have the REP Committee and DIA reaffirm the award.

Project History

- Application submittal date: October 21, 2016
- Original Requested Funds: \$79,297
- Funds approved by REP Committee: December 7, 2016
- Funds approved by DIA Board: December 14, 2016

The between 2016 and 2018 there were active building, electrical and plumbing permits, all of which were finalized. The applicant has been working with staff to finalize the support documentation necessary for funding disbursement, including providing a final scope of work.

The applicant was approved for \$79,297 of REP funds in the form of a forgivable loan, equating to 50% of eligible construction. This is being reduced to \$69,341.37, which represents 50% of the work performed as identified in Attachment 'A' to this memorandum.

*Attachments: 'A' Revised work Performed
'B' Award Letters
'C' December 14, 2016 DIA Board Meeting Minutes
'D' Original Staff Report & Application as Approved in 2016*

ATTACHMENT A

Work Performed

Kloidan and his team originally intended to spend more than a quarter of a million dollars renovating this building. When they learned of the opportunity to be considered for a Retail Enhancement Program Grant (REP) they were excited. They prepared the necessary documents and gathered their materials for submittal.

They were awarded a grant in the amount of \$79,297.00 to be provided for improvements of the plumbing, electrical, mechanical, and fire safety components of the building at 327 Bay Street. That brought the total budget to approximately \$330,805.00, permitting the necessary renovations for their occupancy.

In the original submittal the City contemplated and approved funding for the following matters:

Demolition	\$13,500
Cleaning and Dumpster costs	\$ 3,000
ADA remodel of 2 restrooms	\$14,000
Interior buildout of walls	\$17,695
Painting inside/outside	\$ 8,700
Exterior Stucco	\$ 7,800
Windows and Modern Awning	\$ 5,900
Paint Exterior	\$ 8,700

While these are real costs in relation to the renovation of the building at this location, they do not all serve to represent improvements that carry forward in the future of the building or space. Therefore, upon completing all the renovations and preparing the submittal for disbursement of the agreed funds, Klodian and DIA Staff thought many of the other improvements that had been done to this building were more appropriate for consideration.

As such, and at the direction of the DIA Staff, the team went back and reallocated the funding, keeping the same maximum of \$79,297.00, but accurately identifying the improvements to the building itself.

As such, the revised list for the purpose of this submittal is as follows:

ADA Remodel of 2 restrooms	\$21,831.00
Interior buildout of walls	\$17,500.00
Windows and Modern Awning	\$ 7,215.82
Paint Exterior	\$13,600.00
Install Fire Suppression System/ Voice Activation	\$29,185.91
Electrical work	\$49,350.00
TOTAL.....	\$138,682.73

The applicant does not seek any revision to the originally agreed upon amount of \$79,297.00, rather he requests only to revise the schedule depicting those improvements, regardless of the additional sum he has spent. Again, these improvements serve to benefit the building as well as the tenant space directly, making it more marketable and readily usable. Further, while the total amount spent in improvements exceeded the intended \$330,805, the originally agreed upon grant amount does not exceed the twenty dollar per square foot of leased space, or fifty percent of total budget thresholds.

The required receipts to demonstrate these expenditures are included in the Receipts Section of this document. Additionally, photos of the improvements are included for review. Additionally, Mr. Jim Klement did come to the establishment to complete an inspection of the improvements.



ATTACHMENT B

Downtown Investment Authority

December 2, 2016

Klodlan Ferra, Owner
10641 Ballestero Drive E
Jacksonville Florida 32257

Re: Downtown Retail Enhancement Grant Program
REP 2016-003
Live Bakery and Bar
327 and 331 E. Bay Street
Jacksonville Florida 32202

Dear applicant:

Please be advised your application request for DIA funding from the *Downtown Jacksonville Retail Enhancement Grant Program* was reviewed by staff and determined to be complete. The project is scheduled to be reviewed by the REP Committee on December 7, 2016, at 11:00 AM on the 3rd floor, Conference C, City Hall, 117 W. Duval Street.

Your attendance is required should there be there be questions or information that would clarify your project request.

Please note: Funds will not be awarded, encumbered, reserved, or available for disbursement until the application is approved by the DIA Board, and all agreements and documentation pursuant to the program requirements are received by the DIA.

The DIA appreciates your interest in Downtown Jacksonville, and should you have questions please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink that reads "Aundra C. Wallace". The signature is written in a cursive style.

Aundra Wallace, CEO/DIA



Downtown Investment Authority

December 15, 2016

Klodian Ferra, Owner
10641 Ballestero Drive E
Jacksonville Florida 32202

Re: Downtown Retail Enhancement Grant Program
REP 2016-003
Live Bakery and Bar
327 and 331 E. Bay Street
Jacksonville Florida 32202

Dear applicant:

Please be advised your application request for DIA funding from the *Downtown Jacksonville Retail Enhancement Grant Program* was **approved by the DIA at the December 14, 2016 meeting. Please note: Funds will not be awarded, encumbered, reserved, or available for disbursement until the application is approved by the DIA Board, and all agreements and documentation pursuant to the program requirements are received by the DIA.**

The DIA appreciates your interest in Downtown Jacksonville, and should you have questions please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink that reads 'Aundra C. Wallace'.

Aundra Wallace, CEO/DIA

ATTACHMENT C



Downtown Investment Authority
Board Meeting

City Hall at St. James Building
117 West Duval Street, 1st Floor, Lynwood Roberts Room
Wednesday, December 14, 2016 - 2:00 p.m.

DIA REGULAR MEETING

MEETING MINUTES

Board Members Present: Jim Bailey, Chairman; Jack Meeks, Vice Chairman; Oliver Barakat; Brenna Durden; Dane Grey, Ron Moody, Marc Padgett and Kay Harper-Williams

Board Members Absent: Craig Gibbs

Council President: Lori Boyer

Mayor's Staff: Johnny Gaffney, Office of the Mayor

DIA Staff: Aundra Wallace, DIA Chief Executive Officer; Guy Parola, DIA Development Manager; Tom Daly, DIA Development Analyst; and Jim Klement, DIA Development Coordinator;

Office of General Counsel: John Sawyer

I. CALL TO ORDER

Chairman Bailey convened the meeting at 4:05 p.m.

II. ACTION ITEMS

A. Resolution 2016-12-05 Jacksonville University Incentive*

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") AUTHORIZING THE CEO TO NEGOTIATE AND EXECUTE FORGIVABLE LOAN DOCUMENTS WITH JACKSONVILLE UNIVERSITY ("JU"); PROVIDING AN EFFECTIVE DATE.

CEO Wallace brought forth Resolution 2016-12-05.

Tom Cost, President of JU was present.

A MOTION WAS MADE BY BOARD MEMBER DURDEN AND SECONDED BY BOARD MEMBER MOODY APPROVING RESOLUTION 2016-12-05. THE MOTION PASSED UNANIMOUSLY 7-0-1 (Board Member Barakat Abstained)

B. RESOLUTION 2016-12-03 ALLOCATION OF PHASE 1 DEVELOPMENT RIGHTS

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ALLOCATING AN ADDITIONAL FIFTY (50) MULTI-FAMILY UNITS OF PHASE I DEVELOPMENT RIGHTS TO HP-BDG 200 RIVERSIDE, LLC FOR PROPERTY LOCATED WITHIN THE NORTHSIDE WEST COMPONENT OF THE CONSOLIDATED DOWNTOWN DEVELOPMENT OF REGIONAL IMPACT (“DOWNTOWN DRI”) TO BE USED ON THAT PROPERTY IDENTIFIED BY DUVAL COUNTY R.E. NUMBERS 089151-0005 AND 089141-0110; APPROVING THE CONVERSION OF 4,000 SQUARE FEET OF COMMERCIAL/RETAIL DEVELOPMENT RIGHTS TO SIXTEEN (16) MULTI-FAMILY UNITS PURSUANT TO THE CONVERSION PROVISIONS CONTAINED WITHIN THE AMENDED AND RESTATED ALLOCATION OF DEVELOPMENT RIGHTS AGREEMENT DATED OCTOBER 10, 2012; FINDING THAT THE AMENDED PLAN OF DEVELOPMENT IS CONSISTENT WITH THE DIA’S BUSINESS INVESTMENT AND DEVELOPMENT PLAN (“BID 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.

CEO Wallace brought forth Resolution 2016-12-03.

A MOTION WAS MADE BY BOARD MEMBER HARPER-WILIAMS AND SECONDED BY BOARD MEMBER PADGETT APPROVING RESOLUTION 2016-12-03. THE MOTION PASSED UNANIMOUSLY 7-0-0.

C. RESOLUTION 2016-12-04 DOWNTOWN PUBLIC PARKING IMPROVEMENT

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) APPROVING THE USE OF \$376,863.30 FOR: (A) IMPROVEMENT OF AN EXISTING CITY-OWNED SURFACE PARKING FACILITY WITHIN THE SPORTS AND ENTERTAINMENT DISTRICT, GENERALLY KNOWN AS PARKING LOT X; AND (B) CONSTRUCTION OF A PEDESTRIAN CONNECTION TO THE ST. JOHNS RIVER FROM THE AFOREMENTIONED SURFACE PARKING FACILITY; FINDING THAT THE PLAN OF DEVELOPMENT IS CONSISTENT WITH THE DIA’S BUSINESS INVESTMENT AND DEVELOPMENT PLAN (“BID 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.

CEO Wallace brought forth Resolution 2016-12-04.

**A MOTION WAS MADE BY BOARD MEMBER MOODY AND SECONDED BY BOARD MEMBER GREY APPROVING RESOLUTION 2016-12-04.
THE MOTION PASSED UNANIMOUSLY 7-0-0.**

D. RETAIL ENHANCEMENT PROGRAM APPLICATION 2016-003

The Retail Enhancement Committee held a meeting on Wednesday, December 7, 2016 and moved to approve REP Application 2016-003 – Live Bakery and bar, 327 & 331 East Bay Street, Forgivable loan in the amount of \$79,297 Subject to conditions as noted in staff report.

Mr. Rida and his brother John were present to answer any questions.

**A MOTION WAS MADE BY BOARD MEMBER MEEKS AND SECONDED BY BOARD MEMBER GREY APPROVING REP APPLICATION 2016-003.
THE MOTION PASSED UNANIMOUSLY 7-0-0.**

E. RETAIL ENHANCEMENT PROGRAM APPLICATION 2016-004

The Retail Enhancement Committee held a meeting on Wednesday, December 7, 2016 and moved to approve REP Application 2016-004 – 1904 Music Hall, with Spliff's gastropub, 17 and 19 North Ocean Street forgivable loan in the amount of \$15,000 subject to conditions as noted in staff report.

**A MOTION WAS MADE BY BOARD MEMBER MEEKS AND SECONDED BY BOARD MEMBER MOODY APPROVING REP APPLICATION 2016-004.
THE MOTION PASSED UNANIMOUSLY 7-0-0.**

Vice Chairman Meeks requested having a meeting with the Retail Enhancement Committee to brainstorm about the proposal that needs to go to council.

CEO Wallace inquired if a Retail Enhancement Committee meeting needs to be set up regarding the Southbank Retail Enhancement program for which would capitalize with \$250,000. Chairman Bailey asked Vice Chairman Meeks to get that meeting set up.

III. CHIEF EXECUTIVE OFFICER REPORT

CEO Wallace thanked the Board Members for their tremendous work that has been accomplished in 2016. Chairman Bailey and Vice Chairman Meeks expressed appreciation of the wonderful job that staff does.

IV. DDRB BRIEFING

Jim Klement provided a brief summary of the agenda items for Thursday, December 15, 2016.

Chairman Bailey noted that a joint meeting of the DIA and DDRB on December 19, 2016 from 6:00 p.m. – 8:00 p.m. CEO Wallace stated that 30 percent drawings of the Riverplace Boulevard Road Diet.

Jim Klement provided an update of DDRB Application 2016-015 the Multi-family, (former Hines property) Ventures Residential.

V. OLD BUSINESS

Vice Chairman Meeks will be meeting with CEO Wallace to review financial information prior to the January 2017 meeting. He inquired about audited financial statements regarding the parking lots and would also be articulating a strategy regarding homelessness downtown.

Board Member Durden recalled the Board requested staff to produce a quarterly report to keep track of the budget. CEO Wallace confirmed that a complete quarterly report will be produced and provided the Board on where the DIA stands administratively from all three TIFs.

VI. NEW BUSINESS

None

VII. PUBLIC COMMENTS

None

There being no further business, Chair Bailey adjourned the Downtown Investment Authority Board Meeting at approximately 5:05 p.m.

The written minutes for this meeting are only an overview of what was discussed. For verbatim comments of this meeting, a transcript is available upon request. Please contact Karen Underwood-Eiland at (904) 630-3492, or by email at karenu@coj.net.

ATTACHMENT D

DIA Staff Report Retail Enhancement Program December 7, 2016

<u>Project tracking number:</u>	REP 2016-003
<u>Project name/ Applicant:</u>	Live Bakery and Bar Klodian Ferra, Owner and CEO
<u>Project location:</u>	327 & 331 E. Bay Street Jacksonville, Florida 32202
<u>Project asks and amount:</u>	Amount Requested: \$79,297
<u>Total Project Costs:</u>	Total Project Construction Cost: \$158,595
<u>Applicant Equity</u>	Total Applicant Investment: \$251,508

Project Description:

Live Bakery and Bar is seeking a grant to make improvements to develop a restaurant and bar which includes on-site baking. *Live Bakery* is an offshoot of *Maria's Bakery* which was established in 1996 by the Ferra Family. *The Bakery* is a unique Greek based bakery specializing in bread and dessert products. The food menu will provide a variety of healthy bakery items, appetizers and entrees, ranging in price from \$7.99 to \$19.99. The restaurant plans to initially offer lunch, dinner, and entertainment during the hours of 10:00 am.

The applicant indicates that they expect 15 FTE (Full time employees) with the opening and will bring the building current with code requirements. The Company will be managed by 2 individuals with a total of 34 years combined experience in the field of restaurant and bar management and executive office operating and administrative experience. The project will re-develop approximately 4,600 square feet of the first floor of the two story existing older building at 327 and 331 E. Bay Street adjacent to the "Elements Bar" entertainment facility. The building is over 50 years old and provides a unique history of architecture as well as proposing a desirable reuse for the area.

The applicant is seeking a REP Grant in the amount of \$79,297 for the improvements that will include plumbing, electrical, and mechanical, fire and safety, and walk in cooler improvements. The total cost of investment is estimated to be \$330,805 with allowable construction improvements totaling approximately \$158,595. Upon opening the facility will provide a maximum seating for 200 clients.

**DIA Staff Report
Retail Enhancement Program
December 7, 2016**

Staff review of the application indicates the proposed project meets the Goals of the program with respect to expanding the local property and sales tax base as well as attracting new business to older buildings in the Downtown area.

Staff Recommendation:

Approve a Forgivable Loan in the amount of \$79,297; subject to:

1. Applicant to obtain appropriate permits within 6 months of final program document approval and executed agreements with DIA
2. Applicant to have all work completed within a 6 month period from final program document approval and executed agreements with DIA
3. Applicant may receive up to a 6 month period extension to comply with final program document approval and DIA executed agreements
4. The forgivable loan will be secured by a personal guarantee of the applicant in the event of a default under the program or funding agreement.

Attachments: Application Summary

Construction Plans

Business Plans / Pro Forma

G:\Shared\Boards & Commission\DIA\DIA Meetings\2015\November 2015\REP Meeting\REP application 2015-008 100 N Laura St LLC

Live Bakery and Bar

Oct 21st, 2016

Klodian Ferra

(904) 955-1443

Beach9616@gmail.com

Current Businesses: Ferra Bakery, Family Ent

Current Business Address: 5570 FLORIDA MINING BLVD S UNIT 404, Jacksonville, FL

Number of Years in Business: 20

Employer Tax ID: 46-2110150

Type of Business: Bakery

Northbank Business Address: 327 and 331 E Bay St, Jacksonville, FL-32202

Estimated Cost of Improvements: \$330,805

Grant Amount Requested: \$79,297

Form of Ownership: Limited Liability CO

Present Owner of Building: Mike Basford, Liberty Bay Inc, 333 E Bay St, Jacksonville, FL

EVAU - 312-3765

Live Bakery and Bar
Oct 21st, 2016

Dear DIA,

The Ferra Bakery Family is absolutely honored and excited to be considered for assistance and support for our unique downtown concept, Live Bakery and Bar. We would love the opportunity to thrive downtown and help revitalize our beautiful downtown Jacksonville.

It is our honor to help in bringing 8 full time positions and as many as 14 part time positions as well as the tax revenue, generated by our business, for our wonderful city.

This project in its entirety should cost us approximately \$330,000. We are seeking a grant of \$79,295 which will help us bring the property to the current building code standards as well as create a more modern look to the exterior and interior of the building.

We truly look forward to helping complement the downtown business experience and are very inspired by the efforts of the DIA and The City Of Jacksonville to help usher in a great new era of a thriving downtown like most other big metropolitan cities across the nation. We are very appreciative of the DIA's involvement in making our dream a reality.

Sincerely,



Klodian Ferra
Owner/CEO
Live Bakery and Bar

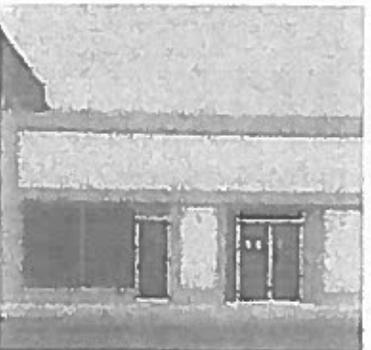
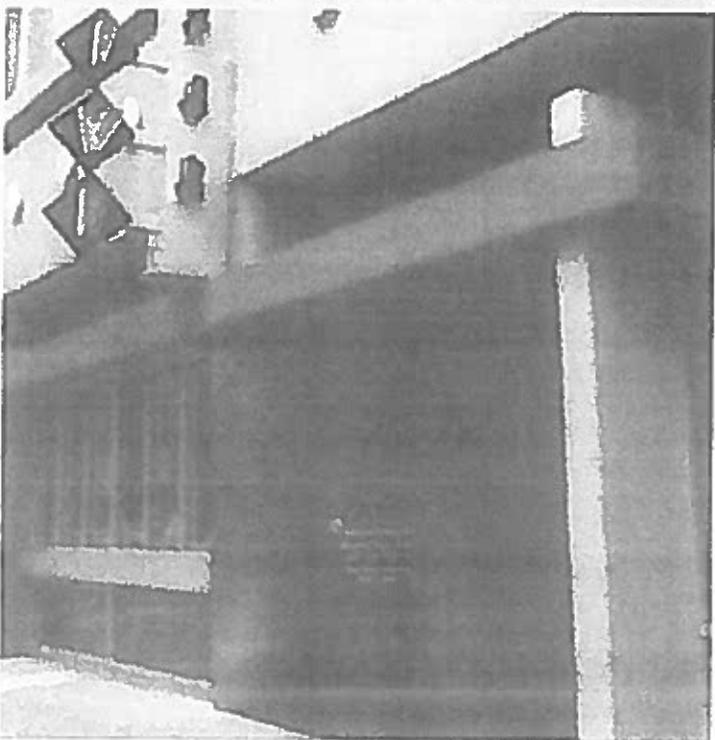
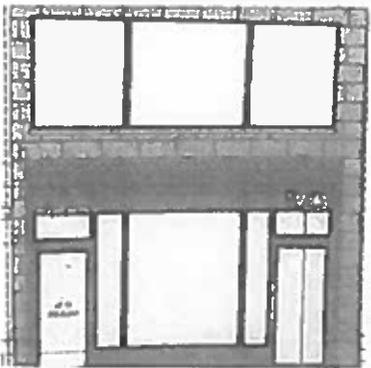
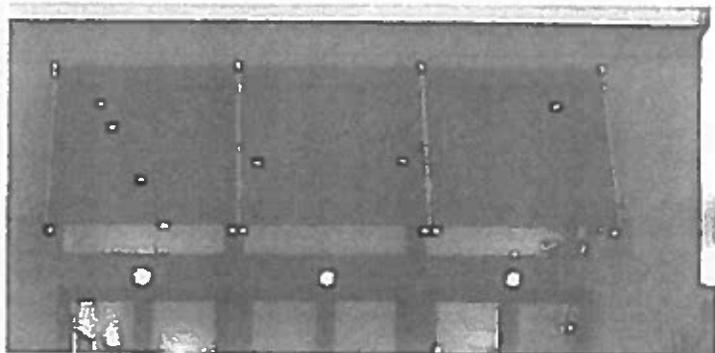
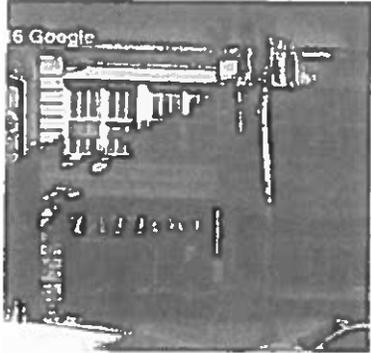
Project Name Live Bakery, Bar
327 and 331 E Bay St, Jacksonville, FL-32202

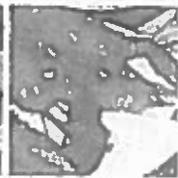
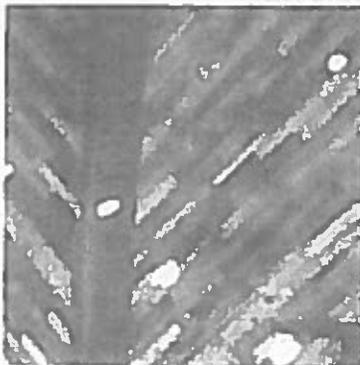
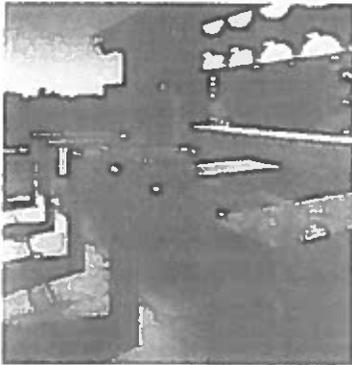
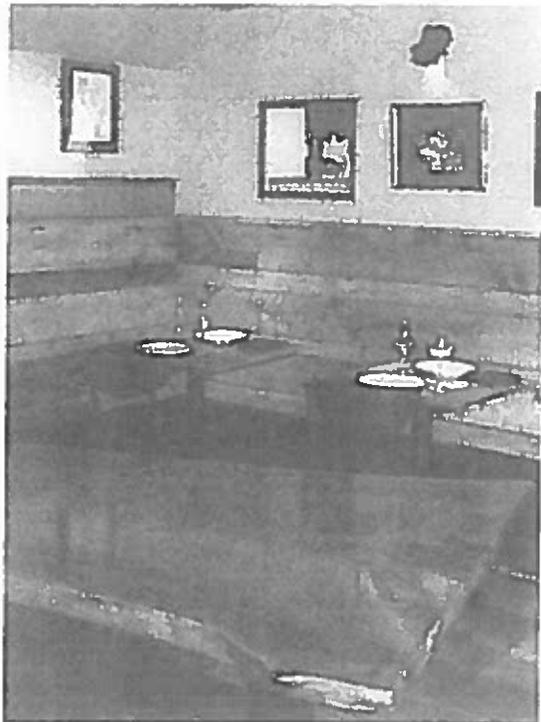
Project Item Description	Tenant Funded	DIA Funds Requested
Demolition		13,500
Cleaning and Dumpster Cost		3000
Remodel (2) Existing Restroom to ensure ADA Compliance		14000
Interior Build-out (walls)		17695
Paint Interior		8700
Exterior Stucco		7800
Windows and Modern Awning		5900
Paint exterior		8700
Flooring	17,400	
Install New Fire Sprinkler System	18,598	
Install Counters	9,300	
Install New door Hardware Per Fire Code	2200	
Electrical Work	10,800	
HVAC Duct work	6700	
Fix and Repair Existing Walk in Coolers	5297	
Sub Supervision and Overhead Fees	1500	
Architectural and Engineering Design	6000	
City Construction Permitting Fee	1500	
Table-tops and Bar Top Construction	9,000	
Decorative Wood Wall Frames	1000	
Total	89295	79,295

6.7 Projected Profit and Loss

PRO FORMA PROFIT & LOSS	Year 1	Year 2	Year 3
Sales	\$864,000	\$940,000	\$1,008,000
Direct Cost of Sales	103,200	107,000	110,400
OPERATING EXPENSES			
Staff Salaries	\$226,576	\$232,905	\$239,550
Management Salaries			
Sales and Marketing and Other Expenses	\$72,000	\$48,000	\$48,000
Loan Payment	\$24,000	\$24,000	\$24,000
Leased Equipment	\$12,000	\$8,000	\$4,000
Fees - Credit Card	\$9,600	\$10,100	\$11,000
Taxes - Property	\$22,000	\$23,000	\$23,000
Utilities	\$48,000	\$52,000	\$53,000
Insurance	\$12,000	\$12,000	\$12,000
Rent	\$60,000	\$60,000	\$60,000
Payroll Taxes	\$12,657	\$13,200	\$14,000
Other	\$12,000	\$12,000	\$12,000
Total Operating Expenses	\$350,833	\$355,205	\$362,550
Profit before Interest and Taxes	\$269,967	\$337,795	\$395,050
Interest Expense	\$0	\$0	\$0
Taxes Incurred	\$94,478	\$118,228	\$138,267
Net Profit	\$175,489	\$219,566	\$256,783
Net Profit / Sales	20.3%	23.3%	25.5%

VIII. Design Examples





Prism Design & Construction, Inc
5488 River Trail Rd
Jacksonville FL 32277
PH:904-465-3215

PROPOSAL

10-22-16

Job Ref : Maria bakery, lives bar & Grill
323 E. Bay St
JAX , Florida

This proposal for design/build tenant build out for bakery , bar & restaurant include the following:

- Architectural & Engineering design
- City construction permitting fee
- demolishing Cleaning & Dumpster fee
- remodel (2) existing ADA men & women toilets
- install , finish and paint walls
- install new carpet and luxury vinyl plank flooring
- Electrical work new wiring and circuits. For new equipments
- fix & repair existing walk-in cooler & freezer
- Install new fire sprinkler and alarm system
- install new check out counters
- replace all existing A/C ducts system to fit new occupancy
- install new door hardware to satisfy fire code
- Supervision and overheads fees

Total proposal design & construction work \$158,595.00

If you have any concern please contact at 904-465-3215


President of prism
Kamal Yazji ,P.E,G.C.

PDC
ENGINEERS
DESIGNERS
PLANNERS

PRISM DESIGN & CONST, INC.
 5488 RIVER TRAIL RD. S.
 JACKSONVILLE, FL 32277
 PH (904) 465 3215

PLAN No. 0
 15/01/18
 15/01/18
 15/01/18
 15/01/18

DATE
 08/20/18

SCALE
 1/8" = 1'-0"

PROJECT NO.
 18-001

APPLICABLE CODE:
 - FLORIDA BUILDING CODE 2014, 5TH EDITION
 - FLORIDA PLUMBING CODE 2014, 5TH EDITION
 - FLORIDA MECHANICAL CODE 2014, 5TH EDITION
 - NATIONAL ELECTRICAL CODE 2011
 - FLORIDA FIRE PREVENTION CODE FIFTH EDITION, 2010
 NFPA 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
01	1/2" GALV STEEL	100	LB	0.15	15.00
02	1/2" GALV STEEL	100	LB	0.15	15.00
03	1/2" GALV STEEL	100	LB	0.15	15.00
04	1/2" GALV STEEL	100	LB	0.15	15.00
05	1/2" GALV STEEL	100	LB	0.15	15.00
06	1/2" GALV STEEL	100	LB	0.15	15.00
07	1/2" GALV STEEL	100	LB	0.15	15.00
08	1/2" GALV STEEL	100	LB	0.15	15.00
09	1/2" GALV STEEL	100	LB	0.15	15.00
10	1/2" GALV STEEL	100	LB	0.15	15.00
11	1/2" GALV STEEL	100	LB	0.15	15.00
12	1/2" GALV STEEL	100	LB	0.15	15.00
13	1/2" GALV STEEL	100	LB	0.15	15.00
14	1/2" GALV STEEL	100	LB	0.15	15.00
15	1/2" GALV STEEL	100	LB	0.15	15.00
16	1/2" GALV STEEL	100	LB	0.15	15.00
17	1/2" GALV STEEL	100	LB	0.15	15.00
18	1/2" GALV STEEL	100	LB	0.15	15.00
19	1/2" GALV STEEL	100	LB	0.15	15.00
20	1/2" GALV STEEL	100	LB	0.15	15.00
21	1/2" GALV STEEL	100	LB	0.15	15.00
22	1/2" GALV STEEL	100	LB	0.15	15.00
23	1/2" GALV STEEL	100	LB	0.15	15.00
24	1/2" GALV STEEL	100	LB	0.15	15.00
25	1/2" GALV STEEL	100	LB	0.15	15.00
26	1/2" GALV STEEL	100	LB	0.15	15.00
27	1/2" GALV STEEL	100	LB	0.15	15.00
28	1/2" GALV STEEL	100	LB	0.15	15.00
29	1/2" GALV STEEL	100	LB	0.15	15.00
30	1/2" GALV STEEL	100	LB	0.15	15.00
31	1/2" GALV STEEL	100	LB	0.15	15.00
32	1/2" GALV STEEL	100	LB	0.15	15.00
33	1/2" GALV STEEL	100	LB	0.15	15.00
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36	1/2" GALV STEEL	100	LB	0.15	15.00
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42	1/2" GALV STEEL	100	LB	0.15	15.00
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80	1/2" GALV STEEL	100	LB	0.15	15.00
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82	1/2" GALV STEEL	100	LB	0.15	15.00
83	1/2" GALV STEEL	100	LB	0.15	15.00
84	1/2" GALV STEEL	100	LB	0.15	15.00
85	1/2" GALV STEEL	100	LB	0.15	15.00
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87	1/2" GALV STEEL	100	LB	0.15	15.00
88	1/2" GALV STEEL	100	LB	0.15	15.00
89	1/2" GALV STEEL	100	LB	0.15	15.00
90	1/2" GALV STEEL	100	LB	0.15	15.00
91	1/2" GALV STEEL	100	LB	0.15	15.00
92	1/2" GALV STEEL	100	LB	0.15	15.00
93	1/2" GALV STEEL	100	LB	0.15	15.00
94	1/2" GALV STEEL	100	LB	0.15	15.00
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96	1/2" GALV STEEL	100	LB	0.15	15.00
97	1/2" GALV STEEL	100	LB	0.15	15.00
98	1/2" GALV STEEL	100	LB	0.15	15.00
99	1/2" GALV STEEL	100	LB	0.15	15.00
100	1/2" GALV STEEL	100	LB	0.15	15.00

CODE SUMMARY
 THIS SUMMARY IS FOR INFORMATION ONLY.
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
 - FLORIDA BUILDING CODE 2014, 5TH EDITION
 - FLORIDA PLUMBING CODE 2014, 5TH EDITION
 - FLORIDA MECHANICAL CODE 2014, 5TH EDITION
 - NATIONAL ELECTRICAL CODE 2011
 - FLORIDA FIRE PREVENTION CODE FIFTH EDITION, 2010
 - NFPA 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182,

**DIA Staff Report
Retail Enhancement Program
December 7, 2016**

Project tracking number: REP 2016-003

Project name/ Applicant: Live Bakery and Bar
Klodian Ferra, Owner and CEO

Project location: 327 & 331 E. Bay Street
Jacksonville, Florida 32202

Project asks and amount: Amount Requested: \$79,297

Total Project Costs: Total Project Construction Cost: \$158,595

Applicant Equity Total Applicant Investment: \$251,508

Project Description:

Live Bakery and Bar is seeking a grant to make improvements to develop a restaurant and bar which includes on-site baking. *Live Bakery* is an offshoot of Maria's Bakery which was established in 1996 by the Ferra Family. *The Bakery* is a unique Greek based bakery specializing in bread and dessert products. The food menu will provide a variety of healthy bakery items, appetizers and entrees, ranging in price from \$7.99 to \$19.99. The restaurant plans to initially offer lunch, dinner, and entertainment during the hours of 10:00 am.

The applicant indicates that they expect 15 FTE (Full time employees) with the opening and will bring the building current with code requirements. The Company will be managed by 2 individuals with a total of 34 years combined experience in the field of restaurant and bar management and executive office operating and administrative experience. The project will re-develop approximately 4,600 square feet of the first floor of the two story existing older building at 327 and 331 E. Bay Street adjacent to the "Elements Bar" entertainment facility. The building is over 50 years old and provides a unique history of architecture as well as proposing a desirable reuse for the area.

The applicant is seeking a REP Grant in the amount of \$79,297 for the improvements that will include plumbing, electrical, and mechanical, fire and safety, and walk in cooler improvements. The total cost of investment is estimated to be \$330,805 with allowable construction improvements totaling approximately \$158,595. Upon opening the facility will provide a maximum seating for 200 clients.

**DIA Staff Report
Retail Enhancement Program
December 7, 2016**

Staff review of the application indicates the proposed project meets the Goals of the program with respect to expanding the local property and sales tax base as well as attracting new business to older buildings in the Downtown area.

Staff Recommendation:

Approve a Forgivable Loan in the amount of \$79,297; subject to:

1. Applicant to obtain appropriate permits within 6 months of final program document approval and executed agreements with DIA
2. Applicant to have all work completed within a 6 month period from final program document approval and executed agreements with DIA
3. Applicant may receive up to a 6 month period extension to comply with final program document approval and DIA executed agreements
4. The forgivable loan will be secured by a personal guarantee of the applicant in the event of a default under the program or funding agreement.

Attachments: Application Summary

Construction Plans

Business Plans / Pro Forma

G:\Shared\Boards & Commission\DIA\DIA Meetings\2015\November 2015\REP Meeting\REP application 2015-008 100 N Laura St LLC

Staff Evaluation Criteria REP

LIVE BAKERY & BAR
Project Name
Tracking ID: REP-2016-003

I. Business Plan (30pt)

Short-term profit potential financial projections (max 5 pt)sub total 3

Target a clearly defined market and competitive edge (max 10 pt)sub total 6

Skilled and experience management team (max 5 pt) sub total 3

Applicant Equity in project (max 5 pt)sub total 4

Job Creation (max 5 pt)

_____ min 2 jobs 1 pt

_____ 2.5 to 5 2 pt

_____ 5.5 to 12 3 pt

15 12.5 to 20 4 pt

_____ 20+ 5pt(max 5 pt) sub total 4

IIa. Expansion of local property tax base and investment in Downtown older properties (max 5 pt)

X yes50 yr or older..... sub total 5

IIb. Historic property (local designation) (max 5 pt)

_____ YesMin local designation sub total —

III. Expansion of State and local sales tax base (max 5pt)

_____ \$0 to \$100,000 1pt

_____ \$100,001 to \$250,000 2pt

_____ \$250,001 to \$400,00 3pt

_____ \$400,001 to \$750,000 4pt

X \$750,001 + 5 pt (max 5 pt) sub total 15

Total pt 30

(max 45, Min 25 to go forward)

Notes:

Live Bakery and Bar

Oct 21st, 2016

Klodian Ferra
(904) 955-1443
Beach9816@gmail.com

Current Businesses: Ferra Bakery, Family Ent

Current Business Address: 5570 FLORIDA MINING BLVD S UNIT 404, Jacksonville, FL

Number of Years in Business: 20

Employer Tax ID: 46-2110150

Type of Business: Bakery

Northbank Business Address: 327 and 331 E Bay St, Jacksonville, FL-32202

Estimated Cost of Improvements: \$330,805

Grant Amount Requested: \$79,297

Form of Ownership: Limited Liability CO

Present Owner of Building: Mike Basford, Liberty Bay Inc, 333 E Bay St, Jacksonville, FL.

EVAN - 312-3765

Live Bakery and Bar
Oct 21st, 2016

Dear DIA,

The Ferra Bakery Family is absolutely honored and excited to be considered for assistance and support for our unique downtown concept, Live Bakery and Bar. We would love the opportunity to thrive downtown and help revitalize our beautiful downtown Jacksonville.

It is our honor to help in bringing 8 full time positions and as many as 14 part time positions as well as the tax revenue, generated by our business, for our wonderful city.

This project in its entirety should cost us approximately \$330,000. We are seeking a grant of \$79,295 which will help us bring the property to the current building code standards as well as create a more modern look to the exterior and interior of the building.

We truly look forward to helping complement the downtown business experience and are very inspired by the efforts of the DIA and The City Of Jacksonville to help usher in a great new era of a thriving downtown like most other big metropolitan cities across the nation. We are very appreciative of the DIA's involvement in making our dream a reality.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Ferra', written over a light blue horizontal line.

Klodian Ferra
Owner/CEO
Live Bakery and Bar

Project Name
 Live Bakery, Bar
 327 and 331 E Bay St, Jacksonville, FL-32202

Project Item Description	Tenant Funded	DIA Funds Requested
Demolition		13,500
Cleaning and Dumpster Cost		3000
Remodel (2) Existing Restroom to ensure ADA Compliance		14000
Interior Build-out (walls)		17695
Paint Interior		8700
Exterior Stucco		7800
Windows and Modern Awning		5900
Paint exterior		8700
Flooring	17,400	
Install New Fire Sprinkler System	18,598	
Install Counters	9,300	
Install New door Hardware Per Fire Code	2200	
Electrical Work	10,800	
HVAC Duct work	6700	
Fix and Repair Existing Walk In Coolers	5297	
Sub Supervision and Overhead Fees	1500	
Architectural and Engineering Design	6000	
City Construction Permitting Fee	1500	
Table-tops and Bar Top Construction	9,000	
Decorative Wood Wall Frames	1000	
Total	89295	79,295

Live Bakery and Bar

BUSINESS PLAN

Oct 21st, 2016

Klodian Ferra
(904) 955-1443
Beach9816@gmail.com

The information contained in this business plan is confidential and proprietary to Live Bakery and Bar (the "Company") and is intended only for the persons to whom it is transmitted by the Company or its representatives. Any reproduction of this document, in whole or in part, or the divulgence of any of its contents without the prior written consent of the Company, is prohibited.

This is a business plan. It does not imply and shall not be construed as an offering of securities. Persons interested in pursuing an investment should contact their professional advisors.

Business Plan Copy No. _____

Confidentiality Agreement

The undersigned reader acknowledges that the information provided by Live Bakery and Bar in this business plan is confidential. Therefore, the undersigned reader agrees not to disclose any of such information without the express written permission of Live Bakery and Bar.

It is hereby acknowledged by the undersigned that the information to be furnished in this business plan is in all respects confidential in nature (other than such information which is already in the public domain through other means) and that any disclosure or use of same by the undersigned may cause serious harm or damage to Live Bakery and Bar.

Upon request, this document is to be immediately returned to Live Bakery and Bar.

Signature

Print Name

Date

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Live Bakery and Bar BUSINESS PLAN

EXECUTIVE SUMMARY

Company Background

Live Bakery and Bar (the "Company") is a subsidiary of Family Entertainment LLC, a Limited Liability Company under the laws of the State of Florida, for the purpose of operating a Restaurant and Bar in the Jacksonville area.

The Company will be managed by a team of 2 individuals with a total of 34 years combined experience in the field of Restaurant and bar management, a chief executive officer with 16 years of operating and administrative experience.

Mission

The Company's mission is to provide a fresh, unique, upbeat restaurant and bar environment for people between the ages of 21 and up in the Jacksonville Downtown area. We are focused on beating our competitors freshness, pricing and keeping everything consistent.

Venue

The proposed size and scope of the Live Bakery and Bar is 4600 square feet in total space with a maximum seating capacity of 200

Capital Requirements

The Company requires an estimated \$330,805 in start-up capital. The investment proceeds will be used to construction of the bakery, bar, kitchen, bathroom, fire sprinklers, storefront and purchase of furniture.

I. COMPANY OBJECTIVES

1.1 Goals & Objectives

The Company's goals are:

- Revenues of \$864,000 by the end of Year 1, and \$1,008,000 by the end of Year 3 of the Plan;
- Gross margin of at least 95%;
- Net profit to exceed \$20,000 monthly

In order to attain the above goals, the Company will carry out the following specific objectives:

- Capitalize on an excellent location by leasing the Building located at 327, 331 E bay, Jacksonville, FL.
- Stage a highly publicized grand opening on Feb 1st, 2017.
- Diligently monitor and maintain tight control on overhead, operational costs and cash flow;
- Maintain food costs below 20% of food revenues;
- Maintain beverage costs below 15% of beverage revenues;

1.2 Purpose of Business Plan

Live Bakery is an offshoot of Maria's Bakery which was established in 1996 by the Ferra Family. The Bakery is a very unique Greek based bakery that utilizes healthy options to the most popular menu items. Our goal is to bring a Fresh healthy bakery to the downtown work core. Our breads and menu items will be baked fresh on site therefore creating an unbearable fragrance of fresh baked Goods as patrons walk nearby.

Live Bar and Grille will be our Dinner and happy hour upscale concept of Fresh Seafood and elegant menu offerings. Our Goal is to create a vibrant atmosphere for after work professionals to come in and relax for happy hour or enjoy any of our Fresh dinner offerings.

The Overall Goal is to bring some attention to the Northbank Retail Core with our Fresh unique menu offerings all the while adding to the hopeful future of downtown expansion. Our Goal is to complement the downtown dining experience by bringing our diverse dual-business concept: Fresh Bakery Café for Lunch and Upscale Bar and Grille for Dinner and Happy hour.

1.3 Vision / Mission Statement

The Company's mission is to provide a fun, relaxing, unique, restaurant and entertaining environment for people between the ages of 21 and above in the Jacksonville area, while offering a menu of quality food items as well as superior customer service.

It is the Company's mission to continue to develop innovative and unique entertainment and menu offerings, and to enhance and improve our existing offerings on an ongoing basis, in order to maintain our competitive position, market value and pricing strategy in the face of an ever-changing market environment. In carrying out our day-to-day business operations, we strive to:

- treat our employees with fairness and respect, and create an enjoyable working atmosphere that inspires loyalty and dedication;
- follow the philosophy that our customers are our first priority, and ensure that all of our personnel are well-trained in providing reliable, timely and efficient customer service;
- be considered as a responsible business leader in the community.

1.4 Factors for Success

Factors which can help assure the Company's success can be defined as follows:

- provide the highest level of service to our customers;
- provide delicious quality menu items at reasonable prices;
- provide consistently high quality entertainment;
- manage operations and cash flow to enable upward capital growth
- maintain strict control of overhead and operational costs.
- have the highest quality seafood items
- have the best drink specials in our area and maintain them.

1.5 Risk Factors

The Company has identified the following risk factors which could hamper its success:

- problems with customer satisfaction
- changes in consumer buying trends;
- changes in federal or state/provincial legislation applicable to the industry;
- another area of downtown emerging as a focal point for Restaurants in Jacksonville.

Worst case scenarios would include:

- determining that the business cannot support itself on an ongoing basis;
- having to liquidate equipment or intellectual property to cover liabilities;
- selling the business

II. THE COMPANY

2.1 History & Background

The company will be comprised Klodian Ferra which moved here in 1992 and has been in the restaurant industry since then. His two most recent businesses were Oasis Grill which he sold for a sizable profit and currently owns a very successful business: Maria's Bakery est 1996

Name of Shareholder	Address	No. & Class of Shares
Klodian Ferra	10641 Ballestero dr e, Jacksonville, FL	100

2.2 Directors

The Company's Directors, which will be made up of highly qualified business and industry professionals will be a valuable asset to the Company and instrumental to its development by assisting our management team in making appropriate decisions and taking the most effective action.

2.3 Facilities & Operations

Located "Elbow District" of downtown Jacksonville, We believe we will be able to successfully tap into the Professional demographic for lunch. We will be very persistent in creating relationships with the surrounding businesses and firms.

III. DESCRIPTION OF PRODUCTS & SERVICES

3.1 Atmosphere & Entertainment

Live Bakery and Bar will offer its patrons a fun, upbeat, informal, unique, restaurant and entertaining after-hours environment for people between the ages of 21 and up in the Jacksonville area. Our menu will provide a range of affordable food options, and our musical entertainment will be geared to a variety of tastes, including, Top 40, 70's, 80's, 90's, country, etc...

Live Bakery and Bar's entertainment mix will combine live and recorded music, a fully staffed bar so that the customers will be able to receive a drink in under 2 minutes, and a small dance area where they can dance.

3.2 Beverage & Food Offerings

Live Bakery will offer delicious, healthy, fresh made menu items baked on site, full bar, as well as non-alcoholic beverages such as soft drinks, juices and bottled water.

The food menu will provide a variety of unique healthy bakery items, appetizers and entrees, ranging in price from \$7.99 to \$19.99.

An efficient liquor inventory control system will be put in place to ensure an accurate, efficient, and secure means to maintain good control over the day-to-day inventory, thus minimizing the probability of loss or theft.

3.3 Special Events

The Live Bakery and Bar's multi-screen TV and Projector system will screen a variety of special events, such as concerts, sporting events, major league playoffs, and can also be used for karaoke. In addition, the Live Bakery and Bar will feature:

- Weekly events such as live performances by local artists.
- Ladies' night
- Happy Hour
- Karaoke

3.4 Promise Fulfillment

The Company's promise fulfillment strategy will be based on ongoing staff training, maintenance and attention to detail. Management and employees alike will strive for continuous and never-ending improvement, through regular training sessions and meetings. The pillars of the Company's promise fulfillment strategy are:

- to emphasize exceptional service, and to inform our patrons that this level of service should be expected as part of a dining and entertainment experience;
- to focus on our target markets;
- to differentiate the Live Bakery and Bar from the competition by delivering quality, service and a unique and fun experience.

IV. MARKET ANALYSIS & MARKETING PLAN

4.1 Industry Analysis

Restaurant and Bars complete with high-powered sound and light systems have been around for approximately twenty-five years. Today's Restaurant and bars utilizes new technology to provide its patrons with even better sound, lighting, video screens and interactive events that combine to create a unique and exciting experience. The restaurant and bar industry is shifting towards a more interactive, entertainment-oriented concept. Guests expect much more than just a gathering place – they want a theme, fresh unique entrees, happy hour, party-style atmosphere, contests, games, and special events.

The average Restaurant and bar is open from 10:00 AM to 2:00 AM. During this 16 hour period, a Restaurant and bar will typically achieve gross revenues in the neighborhood of \$4000-15000 fueled by high volume traffic with revenues based on nominal per person spending over a relatively short period of time on food coupled with drinks.

Restaurant and bars are one of the highest cash flow businesses in the world. A Restaurant and bar with a 200-seat capacity averages 500 to 900 people in total throughput in a 16-hour time frame. As an example, if sales average \$15.00 per person, gross revenues would equate to about \$7,500 to \$13,500. This results from the fact that you are selling a product at a typical markup of 400-800% or more, combined with high volume sales.

Restaurant and bars rely heavily on their primary suppliers, particularly the food and beverage distributors. Food is the primary sources of income thus making beer, wine and liquor the secondary sources of income in the Restaurant and bar industry. Our research shows that the major distributors in the local market have a high rating in both product availability and delivery.

4.2 Target Market

Major market segments as potential customers for Live Bakery and Bar:

- young professionals, either single or couples, working in the downtown area;
- university and college students

Young Professionals: With the increasing demand for more restaurant and bars downtown and the increasingly gained popularity in the 21 and up demographic, it would be a wise decision to increase the supply thus meeting the demand. Therefore we would provide the one aspect that has not been evident at the competitors' business, fresh seafood restaurant and a venue filled with fun activities and a place to come as you are: before, during, or after work.

University & College Students: Local colleges and universities have a combined enrollment of over 45000. By offering reasonably priced options (such as our weekly specials and Happy Hour prices) and by providing entertainment that is geared to both students and young adults, the Live Bakery and Bar will be an appealing and affordable meeting place for off-campus get-togethers. Differentiate Live Bakery and Bar from the competition by delivering affordability, quality, service and a unique and fun experience.

4.3 Competitors

- Cowford Place will be our main competitor as they are located one block from us and will also offer upscale food. We believe that due to their high upstart cost that there will be a heavy burden to do high volume business all the time, in order to keep up with their monthly expenses.

4.4 Competitive Edge

The Live Bakery and Bar's location gives us an advantage over the competition as it will be conveniently located in the beginning of Bay St and closest to the stadium and sport complexes, therefore giving us a lot more foot traffic as they do a lot of business weekly.

Our high quality menu items give patrons a choice of unique Fresh Baked lunch items such as: Kale Focaccia Ruben, Spinach turnovers, as well as fresh dinner options such as lobster, Crab Legs, Oysters, Shrimp, and etc.

Most importantly, the Company will ensure that staff provide a high level of attentive and friendly service through a high ratio of service personnel to patrons, and will train all employees in customer service protocols to ensure consistency.

4.5 Marketing Strategy

The Company's marketing strategy will be to emphasize our exceptional service, create awareness of the Live Bakery and Bar's unique features and our fresh food, high quality entertainment, affordable prices. Most successful marketing will be word-of-mouth "buzz" from satisfied customers. Heavy "Push" advertisement which consists of: fliers, discount cards, banners, road signs, group discounts, limousines, party buses, online advertisement, events, B-day party encouragements, etc.

The Company will utilize radio advertising as one of our main methods of reaching new customers, concentrating on stations listened to by our target markets, as well as print ads and in-store promotions in locations such as the law firms and all the other businesses around downtown.

Prior to the grand opening in Feb 1st, a 4 -week advertising radio blitz will take place. Contents will be held on target radio stations, to the grand opening and raising awareness and excitement about the opening. Budget for the grand opening and related advertising will be \$5,000.

The Company will run regular local radio and newspaper ads to create brand awareness, with radio spots being concentrated on Planet Radio and Kiss. Through commercial repetition and the use of "catch phrases", management will strive to obtain a lion's share of our target market segments. Drink specials and theme nights will be staples of the radio ads in order to bring customers through the doors. Budget for radio advertising will be \$5000 for the first 90 days, and \$2000 per month thereafter.

The Company will advertise at the airport and at local hotels to attract business travelers and tourists who want to find a place to go in the evening. Budget for this campaign will be \$400 at start-up and \$150 per month thereafter.

Merchandising will be part of the marketing strategy, with t-shirts, baseball caps, decals, bumper stickers and other items bearing the Live Bakery and Bar 's logo to be given away as prizes to spread brand awareness. Budget for this campaign will be \$1000 at start-up with a monthly promotional budget of \$200 thereafter.

4.6 Pricing Strategy

The Company's revenue structure must match its cost structure, so the wages we pay and the training we provide to staff to ensure superior quality and service must be balanced by the prices we charge. Our menu items are relatively inexpensive and easy to prepare, and this will be reflected in the price. All menu items will be priced between \$2.99 and \$29.99.

Food and Beverage prices will reflect a standard markup of 400-800%. Management expects an average customer expenditure of \$15 for food and beverages per person per night.

V. MANAGEMENT & ORGANIZATION

5.1 Management Team

The strength of the Company's management team stems from a total of 18 years experience in the hospitality industry. The leadership characteristics of the management team have resulted in the establishment of broad, flexible goals designed to meet the ever-changing demands of our ever-changing marketplace.

Klodian Ferra: (Owner)

- 18 years experience in the restaurant and Bar industry
- Previous owner of Oasis Grill
- Current owner of Maria's Bakery est 1996

Marsida Robinson: (General Manager)

- 16 years of experience in the hospitality industry:
- Previous owner of Jamrock Bar n Grille in Jacksonville Beach
- USF College Graduate

5.2 Organizational Structure

Limited Liability Co

5.3 Staffing Plan & Training Programs

The Company will initially employ a 22 person service staff which will include: 1 GM, 4 bartenders, 6 kitchen staff members, 8 servers, and 3 bouncers for night events.

Full time employees: 8

Part time employees: 14

In order to impress upon staff the importance of exceptional service, management will provide monthly service training, employee recognition, and higher service employee to customer ratios. Specific training programs include employee-for-life training for management, customer-for-life training for employees, and. Employee recognition programs will include an Employee of the Month, most efficient employee, most sales generating employee, best promoter. To achieve higher service employee to customer ratios, management will provide separate beverage servers and bussing staff, as well as maintaining a comfortable table count for the wait staff.

VI. FINANCIAL PLAN

6.1 Important Assumptions

The financial plan depends on important assumptions, both annual and monthly. Interest rates, tax rates and personnel burden are based on conservative assumptions. Some of the more important underlying assumptions are as follows:

6.2 Sales Forecast

SALES FORECAST	Year 1	Year 2	Year 3
Sales			
Food sales	450,000	490,000	515,000
Beverage sales	414,000	450,000	493,000
Admission sales			
TOTAL SALES	864,000	940,000	1,008,000

6.3 Start-up Requirements

The initial start-up capital required is \$5330,805.

Our confidence in achieving the financial projections in this plan within 5% is high.

START-UP EXPENSES

Sprinkler System	\$18,155
Electrical	\$5,000
Architect fees	\$6,000
Legal costs	\$5,000
Construction / renovation costs	\$170,000
Audio & lighting	\$15,000
Bar equipment	\$15,000
Bar supplies	\$2,000
Insurance	\$2,000
Utilities	\$2,000
Signage	\$4,500
Fees and permits	\$1,800
FFE	\$1,200
Impact fees	5900
Marketing costs	\$10,000
Kitchen equipment	\$30,000
Opening salaries	\$1000
Paper products	\$1500
Point of sale systems	\$5,000
Restroom outfitting	\$600
Office supplies, stationery	\$150
Cash reserves	\$6000
Stucco / Glass Storefront	\$8,000
Furniture and Décor	\$20,000
Total Expenses	\$330,805

Current Assets

Cash balance on starting date	\$6,350
Start-up inventory	\$20,000
Other current assets	5
Total Current Assets	\$-13,650

Long-term Assets

Total Assets	\$74,000
	\$60,350

FUNDING

Investment	
Klodian Ferra,	\$251,507.5
DIA Grant	\$79,297.5
Other	5
Total Investment	\$330,805

6.4 Daily Revenue Forecast

The table below illustrates a daily revenue forecast for 4600 total square feet and a seating capacity of 200 guests, based on slightly less than one half complete rotation of seating for food and beverage guests alike.

Daily Revenue Breakdown	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Weekly
Total food patrons	100 * 58	100 * 58	100 * 58	100 * 58	300 * 58	200 * 58	150 * 58	
Average food sale								
Total food sales	\$800	\$800	\$800	\$800	\$2400	\$1600	\$1200	\$8,400
Total bar patrons								
Average drinks per person	100 * 7	100 * 7	100 * 7	100 * 7	300 * 7	200 * 7	150 * 7	
Average drink price								
Total Drink Sales	\$700	\$700	\$700	\$700	\$2100	\$1400	\$1050	\$7,350
Total guests charged cover								
Total cover charge	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL REVENUES	1500	1500	1500	1500	4500	3000	2250	\$15,750

6.5 Break-Even Analysis

The Company estimates that the break-even point will be reached in June 1st 2020. This analysis is based on an average \$20,000 monthly Net Profit.

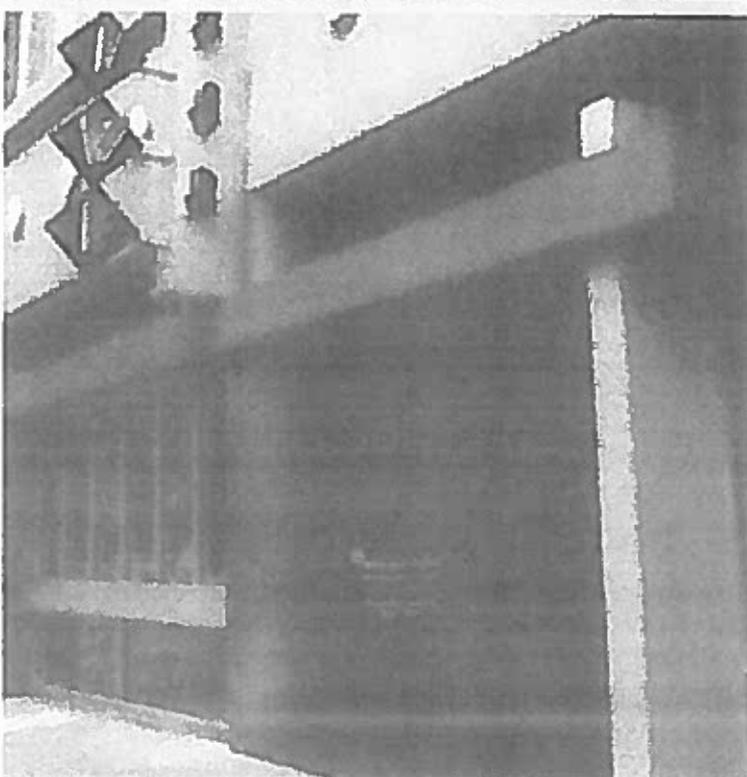
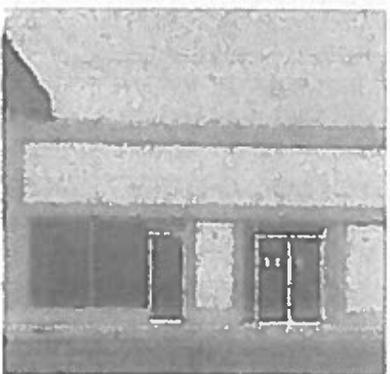
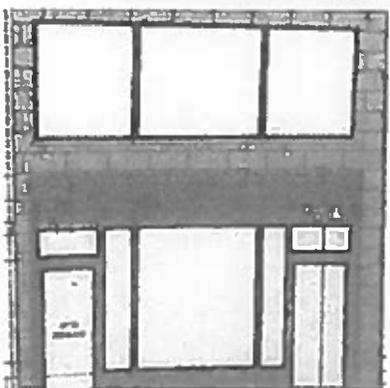
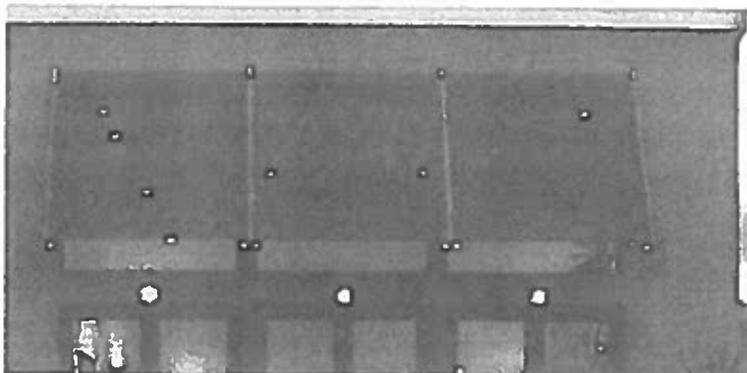
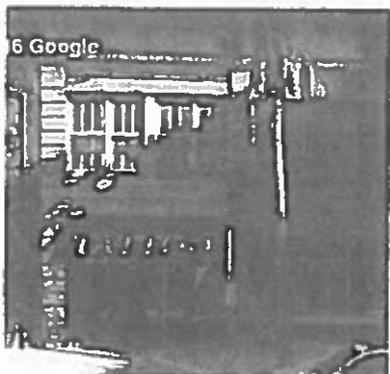
6.6 Exit / Repayment Strategy

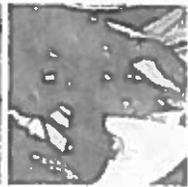
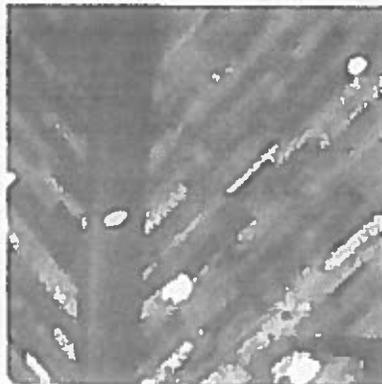
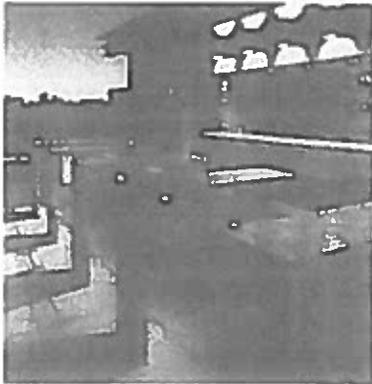
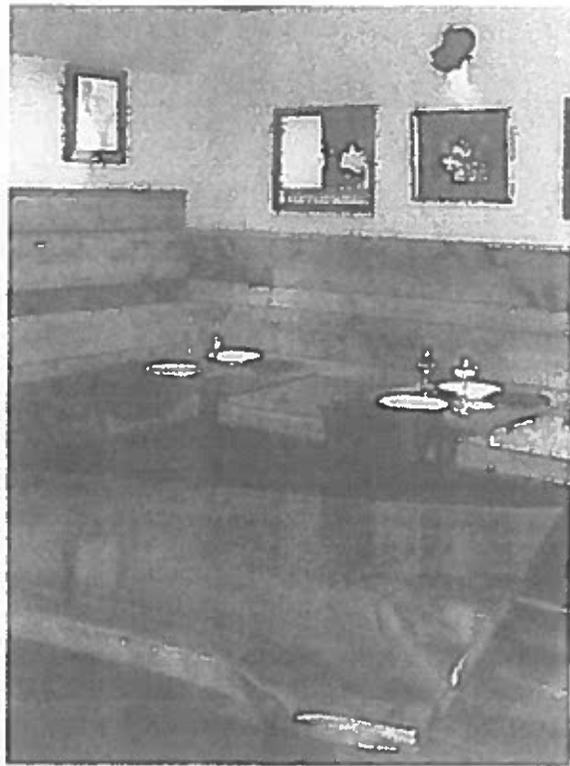
Live Bakery and Bar will allocate 33% of monthly net profit toward repayment of start up costs inherited by the investors, Thereafter the net profits will be distributed respectively based on share ownership.

6.7 Projected Profit and Loss

PRO FORMA PROFIT & LOSS	Year 1	Year 2	Year 3
Sales	\$864,000	\$940,000	\$1,008,000
Direct Cost of Sales	103,200	107,000	110,400
OPERATING EXPENSES			
Staff Salaries	\$226,576	\$232,905	\$239,550
Management Salaries			
Sales and Marketing and Other Expenses	\$72,000	\$48,000	\$48,000
Loan Payment	\$24,000	\$24,000	\$24,000
Leased Equipment	\$12,000	\$8,000	\$4,000
Fees - Credit Card	\$9,600	\$10,100	\$11,000
Taxes - Property	\$22,000	\$23,000	\$23,000
Utilities	\$48,000	\$52,000	\$53,000
Insurance	\$12,000	\$12,000	\$12,000
Rent	\$60,000	\$60,000	\$60,000
Payroll Taxes	\$12,657	\$13,200	\$14,000
Other	\$12,000	\$12,000	\$12,000
Total Operating Expenses	\$350,833	\$355,205	\$362,550
Profit before Interest and Taxes	\$269,967	\$337,795	\$395,050
Interest Expense	\$0	\$0	\$0
Taxes Incurred	\$94,478	\$118,228	\$138,267
Net Profit	\$175,489	\$219,566	\$256,783
Net Profit / Sales	20.3%	23.3%	25.5%

VIII. Design Examples





LEASE AGREEMENT

THIS LEASE is made and executed on the ___ day of October, 2016, by and between LIBERTY BAY, INC., 7930 Bishop Lake Road N, Jacksonville, Florida 32256, herein called Lessor, and FAMILY ENTERTAINMENT, LLC, 10641 Ballestero Drive E, Jacksonville, Florida 32256, herein called Lessee.

(Wherever the pronoun "it" is used herein to refer to the Lessee, it shall be construed as though it were "his", "him" or "he".)

WITNESSETH:

1. Description of Premises. Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the premises located on the first and second floor of the building located at the north side of Bay Street, in Jacksonville, Florida, and described more particularly as follows:

That part of Lots 3, 4 and the south 10 feet of Lot 5, Block 1, Doggett's map of Jacksonville, Duval County, Florida, being more particularly reflected by highlighted boundaries on Exhibits "A and B" attached hereto. Also known as the upstairs and downstairs at 327 and 331 East Bay Street, Jacksonville, Florida 32202.

2. Term. The term of this Lease is for Sixty (60) months. It shall commence on November 1, 2016. Lessee shall have the right to possession of the premises upon execution of this lease for the purpose of making certain improvements necessary to open its' business. During the construction process Lessee shall be responsible for utilities as described in paragraph 8 of this lease and shall carry liability insurance as required by paragraph 17. The space consists of 9091 square feet.

3. Rent. Upon taking possession of the premises, Lessee agrees to pay to Lessor the sum of \$4,000.00 plus sales or use tax. Commencing March 1, 2017 or upon opening it's business (whichever first occurs) Lessee shall pay \$3,000.00 per month plus sales or use tax, payable at 7930 Bishop Lake Road N, Jacksonville, Florida 32256. If Lessee

opens its business on a date other than the first of the month, then that month's rent shall be prorated. Commencing December 1, 2017 Lessee shall pay \$5,000.00 per month plus sales or use tax and the pro rata contribution to real estate taxes and building insurance as described in paragraphs 27 and 28 of this lease. Commencing December 1, 2018 Lessee shall pay \$7000.00 per month plus sales or use tax and the pro rata contribution to the real estate taxes and building insurance. All subsequent rent payments shall be due on the first of the month and a late charge of \$75.00 per day shall be paid by Lessee to Lessor on account of any rental payment received by Lessor more than three (3) days after the due date. Lessee further agrees to pay with each payment as herein provided the applicable sales or use tax. Provided, however, in the event any additional sales tax on said rent shall be hereafter imposed, or should the current tax rate increase, then the Lessee shall pay to the Lessor such additional or increased tax. The contribution for real estate taxes and insurance shall be adjusted annually and the adjusted rent shall commence in December each year. There shall be no contribution to the real estate taxes and insurance until December 1, 2017.

4. Uses of Premises. The premises leased at 331 E. Bay St. are to be used for a restaurant/bar and as to 327 E. Bay Street a bar/restaurant or a retail outlet or bakery. Lessee agrees to restrict the use to such purposes, and not to use, or permit the use of, the premises for any other purposes without first obtaining the consent in writing of Lessor, or of Lessor's authorized agent.

5. No Use that Increases Insurance Risk. Lessee shall not use the premises in any manner, even in its use for the purposes for which the premises are leased, that will increase risks covered by insurance on the building where the premises are located to cause cancellation of any insurance policy covering the building or to cause increase in premiums. Lessee further agrees not to keep on the premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of hazard insurance covering the

premises. Lessee shall comply, at its own expense, with all requirements of insurers necessary to keep in force fire and public liability insurance covering the premises and building. Lessee shall provide plate glass insurance and, at Lessee's option, contents insurance, all at the expense of Lessee.

6. No Waste, Nuisance, or Unlawful Use. Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

7. Additional Obligations of Lessee and Other Miscellaneous Matters. It is specifically understood and agreed by and between the parties as follows:

A. The premises are leased by Lessee "as is" and Lessee agrees to be responsible, at Lessee' sole expense, for all improvements, maintenance and repairs incident to the leased premises, including air conditioning and plate glass. All such improvements shall become part of the leased premises.

B. Lessee shall service, keep and maintain the leased premises, including all internal plumbing, wiring, piping, fixtures, doors, equipment and appurtenances, in good and substantial repair during the entire term of this Lease and shall replace all glass in the windows or doors broken during the term of the Lease, but such agreement by Lessee shall not apply to any damage caused by fire or other casualties which are covered by customary fire and extended coverage insurance. Lessee agrees to make repairs promptly as they may be needed and at Lessee's expense at the expiration of the term of this Lease deliver up to Lessor the demised premises in a good state of repair, except for ordinary wear and tear and damage by fire or other casualty beyond the control of Lessee and in a broom clean condition, with all glass and all windows and doors intact except for damage to such glass caused by fire or other casualty beyond the control of Lessee. The Lessee at Lessee's expense, shall maintain and keep the premises, including, without limitation, windows, doors, adjacent sidewalks and store front in good repair.

C. Lessor makes no representations or warranties as to the air conditioning or heating facilities of the leased premises. All such shall be at the expense of Lessee.

8. Payment of Utilities. Lessee shall pay all utilities furnished the premises for the term of this Lease, including electricity, gas, water and telephone service. In the event any such utilities also supply any other portion of the building of which the lease premises are a part, then Lessee shall pay its proportionate share of the whole.

9. Repairs and Maintenance. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the leased premises except that during the term of this Lease, Lessor shall maintain the exterior walls (but not glass, plate glass, doors or painting) in good repair and shall keep the building watertight, provided however, the Lessor shall not be required to make any repairs until notice of need for same is given to Lessor by Lessee and further provided that the damage thereto shall not be caused by negligence or fault of Lessee, in which event Lessee shall be responsible therefor. Lessor, upon notice by Lessee, shall make any repairs for which Lessor is responsible under the terms of this Lease within ten (10) days after receipt of such notice from Lessee. However, if Lessor fails to make such repairs within ten (10) days, Lessee will make such repairs in order to limit incidental or consequential damages and deduct the cost of such repairs from the current rent and shall submit invoices for such repairs. Lessee shall service, keep and maintain the interior of the premises, including all plumbing, wiring, piping, fixtures, doors, equipment and appurtenances, in good and substantial repair during the entire term of this Lease and shall replace all glass in the windows or doors broken during the lease term, but such agreements of Lessee shall not apply to any damage caused by fire or other casualties which are covered by standard fire and extended coverage insurance.

10. Delivery, Acceptance, and Surrender of Premises. Lessee agrees that acceptance of the premises by Lessee constitutes acknowledgment that the premises are

in a state of repair satisfactory and in sanitary condition. Lessee shall surrender the premises to Lessor at the end of the lease term, in good condition, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. Lessee shall remove all business signs or symbols placed on the premises by Lessee before redelivery of the premises to Lessor, and shall restore the portion of the premises on which they were placed in the same condition as before their placement. Provided, however, no signs nor symbols shall be placed on the premises without approval by Lessor in writing.

11. Improvements. Lessee agrees that it will make full and prompt payment of all sums necessary to pay the cost of all repairs, alterations, improvements, changes or other work done by Lessee to the leased building or premises and further agrees to indemnify and save harmless the Lessor from and against any and all such costs and liabilities incurred by Lessee and against any and all mechanic's, materialmen's or laborer's liens, arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the leased building and premises. Notwithstanding anything appearing in this Lease, the interest of the Lessor in the leased premises shall not be subject to liens for improvements or work made or done by the Lessee, whether or not same shall be made or done in accordance with an agreement between Lessor and Lessee, and it is agreed that in no event shall the Lessor or the interest of the Lessor in any of the leased premises be liable for or subjected to any mechanics' materialmen's or laborers' liens for improvements or work made or done by the Lessee or at Lessee's request, and this Lease expressly prohibits subjecting the interest of Lessor and the leased premises to any mechanic's, material men's or laborers' liens for improvements made by the Lessee or for which Lessee is responsible for payment under the terms of this Lease and all persons dealing with Lessee are put on notice of these provisions. In the event any notice or claim of lien shall be asserted of record against the interest of the Lessor in the leased property or premises on account of or growing out of any improvement or work made or done by the

Lessee, or any person claiming by, through, or under the Lessee, or for improvement or work, the costs of which is the responsibility of the Lessee, the Lessee agrees to have such notice or claim of lien canceled and discharged of record as a claim against the interest of Lessor in the leased premises (either by payment and satisfaction or by removal by transfer to bond or deposit as permitted by law) within ten (10) days after notice to Lessee by Lessor, and in the event Lessee fails to do so, Lessee shall be considered in default under this Lease with like effect as if Lessee shall have failed to pay a rental payment when due and within any applicable grace period provided for payment of the same.

12. Partial Destruction of Premises. Partial destruction of the leased premises shall not render this Lease void or voidable, or terminate it except as herein provided.

If the premises are partially destroyed during the term of this Lease, Lessor shall repair them, when such repairs can be made in conformity with local, state and federal laws and regulations, within sixty (60) days of the partial destruction. Rent for the premises will be reduced proportionally to the extent to which the repair operations interfere with the normal conduct of Lessee's business on the premises. If the repairs cannot be so made within the time limit, Lessor has the option to make them within a reasonable time and continue this Lease in effect with proportional rent abatement to Lessee as provided for herein. If the repairs cannot be so made in sixty (60) days, and if Lessor does not elect to make them within a reasonable time, either party hereto has the option to terminate the Lease. If the building on which the leased premises are located is more than one-half destroyed, Lessor may at its option terminate the Lease whether the premises are insured or not.

13. Lessor's Entry for Inspection and Maintenance. Lessor reserves the right to enter the premises at reasonable times to inspect them, to perform required or optional maintenance and repair, or to make additions or alterations to any part of the building in which the premises leased are located and Lessee agrees to permit Lessor to do so.

14. Posting "For Sale", "For Lease", or "For Rent" Signs. Lessor reserves the right to place "For Sale" signs on the premises at any time during the lease, or "For Lease" or "For Rent" signs on the premises at any time within ninety (90) days of the expiration of the Lease. At any time, Lessor may place such signs on other portions of the building of which the leased premises are a part.

15. Signs, Awnings, Marquees, etc. Lessee will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, air conditioning units or other structures projecting from the exterior of the premises without Lessor's written consent thereto. Permission for signs and awnings shall not be unreasonably withheld. Lessee further agrees to remove signs, displays, advertisements, or decorations its has placed or permitted to be placed, on the premises which, in Lessor's opinion, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations, within thirty (30) days after receiving written notice from Lessor to remove the same, Lessor reserves the right to enter the premises and remove them, at Lessee's expense.

16. "Quitting Business", "Bankruptcy", or "Lost Our Lease" Sales. Lessee agrees not to conduct "Quitting Business", "Lost Our Lease", "Bankruptcy", or other such types of sales on the premises without Lessor's written consent.

17. Lessee to Carry Liability Insurance. Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at its expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of Five Hundred Thousand Dollars (\$500,000.00) for each person injured, One Million Dollars (\$1,000,000.00) for any one incident, and One Hundred Thousand Dollars (\$100,000.00) for property damage. Such insurance policies shall provide coverage for any claimed

liability of Lessor on such claims or losses. The policies shall be delivered to Lessor for keeping. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, Lessor may at Lessor's option, procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid and shall bear interest from date of payment by Lessor to date of reimbursement by Lessee at the highest legal rate in Florida. Lessee shall obtain from such insurance carrier or an authorized agent an endorsement to the policy of insurance or a statement in writing by a person authorized to bind the carrier that such liability insurance affords coverage for any personal injuries or property damage in any manner resulting from any mansard or "overhang" on the Bay Street side of the leased premises.

18. Lessee's Assignment, Sublease, or License for Occupation by Other Persons. Lessee agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, nor to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining Lessor's written consent. Permission to sublease shall not be unreasonably withheld. Lessee expressly covenants that such consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Lease at Lessor's option. Lessee's interest in this Lease is not assignable by operation of law, nor is any assignment of its interest herein valid without Lessor's written consent. Notwithstanding any other provision of this paragraph of this Lease, it is specifically understood and agreed that Lessee may sublease any portion of the leased premises, without the prior consent of Lessor.

19. Lease Breached by Lessee's Receivership, Assignment for Benefit of Creditors, Insolvency, or Bankruptcy. Appointment of a receiver to take possession of Lessee's assets (except a receiver appointed at Lessor's request as herein provided), Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Code is a breach of this Lease, whether voluntary or involuntary.

20. Lessor's Remedies on Lessee's Breach. If Lessee breaches this Lease, Lessor shall have the following remedies in addition to its other rights and remedies as allowed by law:

A. Re-entry. Lessor may re-enter the premises immediately, and remove all Lessee's personal property therefrom. Lessor may store the property in a public warehouse or at another place of its choosing at Lessee's expense or to Lessee's account.

B. Termination. After re-entry, Lessor may terminate the Lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the Lease.

If Lessee breaches this Lease, Lessor shall be entitled to receive from Lessee a sum equal to the rental for two months as such rental shall be provided at the time of such breach and in addition thereto all improvements which shall have been made to the leased premises shall become the property of the Lessor:

C. Reletting Premises. After re-entering, Lessor may relet the premises or any part thereof, for any term, without terminating the Lease at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the premises.

(1) Liability of Lessee on Reletting. Lessee shall be liable to Lessor in addition to its other liability for breach of the Lease for all expenses of the reletting, and for any alterations and repairs made. In addition, Lessee shall be liable to Lessor for the difference between the rent received by Lessor under the reletting and the rent installments

that are due for the same period under this Lease

(2) Application of Rent on Reletting. Lessor, at its option, may apply the rent received from reletting the premises as follows:

(a) To reduce Lessee's indebtedness to Lessor under the Lease, not including indebtedness for rent;

(b) To expenses of the reletting and alterations and repairs made;

(c) To rent due under this Lease;

(d) To payment for future rent under this Lease as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to Lessee's indebtedness other than rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided herein, and during any rent installment period are less than the rent payable for the corresponding installment period under this Lease, Lessee agrees to pay Lessor the deficiency separately for each rent-installment deficiency period, and before the end of that period.

Lessor may at any time after such reletting terminate the Lease for the breach because of which he re-entered and relet.

Lessor may recover from the Lessee on terminating the Lease for Lessee's breach all damages proximately resulting from the breach, including the costs of recovering the premises, and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee

D. Appointment of Receiver. After re-entry, Lessor may procure the appointment of a receiver to take possession of and collect rents and profits from Lessee's

business. If necessary to collect such rents and profits, the receiver may carry on Lessee's business and take possession of Lessee's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee therefor. Proceedings for appointment of a receiver by Lessor and the conducting by it of Lessee's business, shall not terminate this Lease unless Lessor has given Lessee written notice of such termination as provided herein.

E. Remedies Allowed by Law. As aforesaid, in the event of default on the part of Lessee, Lessor shall have and be entitled to all remedies allowed by law.

21. Attorney's Fees and Costs. The Lessee shall pay all costs of the Lessor in collecting the rental herein reserved or of enforcing all provisions of this Lease, including reasonable attorney's fees, regardless of whether or not a legal action for collection or enforcement has been filed. In the event of litigation, this paragraph shall also apply to costs of appellate proceedings, including attorney's fees.

22. Manner of Giving Notice. Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the party to whom the notice is to be given or mailed postage prepaid, addressed to such party. Lessor's address for this purpose shall be c/o Michael Basford, 7930 Bishop Lake Road N, Jacksonville, FL 32256, or such other address as Lessor may designate to Lessee in writing. Notices to Lessee may be addressed to Lessee at the premises leased.

23. Effect of Lessor's Waiver. Lessor's waiver of breach of one or more covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one or ones waived.

24. Lease Applicable to Successors. This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives and assigns of the parties.

25. Time of Essence. Time is of the essence in this Lease.

26. Effect of Eminent Domain Proceedings. In the event of a condemnation, the Lease shall be terminated. All compensation awarded in the eminent domain proceeding as a result of such condemnation shall be Lessor's and Lessee hereby assign and transfer to Lessor any claim which Lessee may have to compensation for damages as a result of condemnation except any business losses allowed under Florida law shall be the Lessee's. Provided however, Lessee shall be entitled during the first year of the term of this Lease a proportion of any award in any such eminent domain proceeding equal to eighty percent (80%) of such sum as Lessee shall have expended during the first year of the term of this Lease in improving the leased premises in accordance with numbered Paragraph 10 above, provided that Lessee shall have delivered to Lessor paid invoices or receipt evidencing such expenditures. Should the leased premises be condemned during the second year of the term of this Lease, then Lessee's rights under the above proviso shall be reduced from eighty percent (80%) to sixty percent (60%); during the third year to forty percent (40%); during the fourth year (if the lease is extended) to zero percent (0%).

Notwithstanding any other provision hereof, in the event any part of the building of which the leased premises are a part shall be taken pursuant to eminent domain proceedings, or should the entire building or property upon which it is located be condemned, Lessor may, at its sole option, terminate this Lease and all rights of Lessee hereunder; except that Lessee shall retain the rights as provided in the proviso contained in the preceding paragraph of this numbered paragraph of this Lease.

27. Proration of Insurance Premiums. The leased premises are a part of a larger building owned by Lessor. Lessor agrees to insure the entire building against damage by fire, water, windstorm, vandalism or other like causes. At such time as Lessor is billed for premiums incident to such coverage, Lessor will so notify Lessee and Lessee agrees to pay to Lessor a proportionate share of said premiums in the same proportion as

the square footage of the leased premises bears to the usable square footage of the entire building. The insurance shall be paid pro rata on a monthly basis as part of the rent.

28. Proration of Taxes. As herein above recited, the leased premises are part of a larger building owned by the Lessor. The Lessor agrees to pay ad valorem taxes and other assessments on or incident to the premises of which the leased premises are a part before the same shall become delinquent. As statements or bills are received by Lessor, copies thereof will be submitted to Lessee. Lessee agrees to pay to the Lessor an apportioned portion of such taxes and assessments equal to the same proportion as the square footage of the leased premises bears to the usable square footage of the entire building. The taxes shall be paid monthly on a pro rata basis as part of the rent.

29. Option to Purchase. Lessee shall have the right to purchase the premises, owned the Lessor consisting of the building located at 327-345 E. Bay Street as of January 1, 2020. The terms of the option shall be governed by a separate agreement

30. Severability. If any part or provision of this Lease shall be held invalid or ineffective, such shall not invalidate nor affect the other parts or provisions hereof.

31. Entire Agreement. Except for the option agreement referenced in paragraph 29, this Lease Agreement as written constitutes the entire agreement between the parties and no prior negotiations nor agreements shall be binding on either party. This Lease Agreement may not be altered, modified, nor amended except in writing, signed by both parties hereto.

32. Headings. The headings of the several paragraphs are for convenience only and are not intended to be a part of the lease and shall not be used to construe the lease.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

Witness

LIBERTY BAY, INC.

[Signature]
As to Lessor

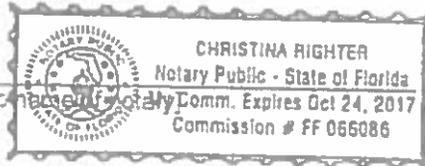
[Signature]
MICHAEL BASFORD
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to (or affirmed) and subscribed before me this 13th day of October, 2016,
by Michael Basford.

[Signature]

NOTARY PUBLIC - STATE OF FLORIDA



[check one only]

- Personally known
- Produced as Identification

[Print, type, or stamp name of Notary]

Witness:

FAMILY ENTERTAINMENT, LLC

[Signature]
[Signature]
 As to Lessee

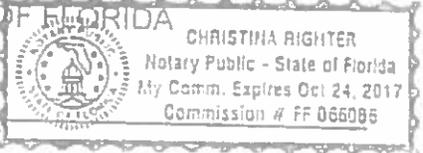
Klodian Ferra
 KLODIAN FERRA, MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to (or affirmed) and subscribed before me this 13th day of October, 2016,
by Klodian Ferra.

[Signature]

NOTARY PUBLIC - STATE OF FLORIDA



CHRISTINA RIGHTER
 Notary Public - State of Florida
 My Comm. Expires Oct 24, 2017
 Commission # FF 066086

[check one only]

Personally known

Produced as Identification F600500-82-094-D

(Print, type, or stamp name of notary)

Affidavit

MICHAEL BASFORD, being first duly sworn, deposes and says:

1. My name is Michael Basford and I am the President of the Liberty Bay, Inc.
2. Liberty Bay, Inc. is the owner of a building on E. Bay Street in downtown Jacksonville, Florida that includes the addresses known as 327 and 331 E. Bay Street.
3. Liberty Bay, Inc. has entered into a five year lease with Family Entertainment, LLC. wherein they are authorized to construct and operate a bakery at 327 E. Bay Street and a nightclub on the premises located at 333 E. Bay Street.
4. As an incentive for Family Entertainment, LLC to rent the property, Liberty Bay, Inc. agreed to a rental rate for the property that is \$4,000.00 for approximately 9,091 square feet of space until they are open for business on March 1, 2017, whichever first occurs. Additionally the tenant was given possession on October 14, 2016 even though the lease commences on November 1, 2016. This rent and the subsequent first year's rent is well below the current market rate in the area. Also the requirement to post a security deposit was waived.
5. The tenant, Family Entertainment, LLC, is authorized to make and/or construct all reasonable and necessary improvements to the premises located at 327-331 E. Bay Street, Jacksonville, Florida 32202 in order to operate a bakery and nightclub/restaurant.
6. If you assume a market value of \$12.00 per square foot for similar space in downtown Jacksonville then the Lessee would pay under their lease \$545,560 over the course of the lease. Assuming that they open for business on March 1, 2016, they will pay over the life of the lease \$375,000 in rent.

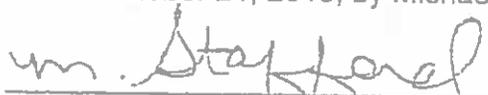
Dated: October 21, 2016.



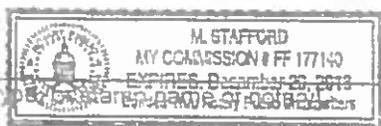
Affiant

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me this October 21, 2016, by Michael Basford.



NOTARY PUBLIC - STATE OF FLORIDA

(Print name of Notary Public)  _____

[check one only]
 Personally known
 Produced as Identification _____



**2015 NOTICE OF AD VALOREM TAXES & NON-AD VALOREM ASSESSMENTS
REAL ESTATE TAX NOTICE**

Michael Corrigan, Duval County Tax Collector
231 E Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Tax Collector Inquiries: (904) 630-1916, option 4; website: www.coj.net/flc

LIBERTY BAY INC
7930 BISHOP LAKE RD N
JACKSONVILLE FL 32256-1496

ACCOUNT NUMBER: 073363-0000
PAYOR CODE/NAME:
LOCATION ADDRESS: 327 E BAY ST
322012
LEGAL DESCRIPTION:
13-2S-20E
JAX DOGGETTS MAP
LOTS 3,4,9 10FT LOTS BLK 1

PAID NOV 20 15 1076

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE \$	EXEMPT VALUE \$	TAXABLE VALUE \$	TAXING DISTRICT	MILLAGE RATE	TAX AMOUNT \$	EXEMPTIONS APPLIED
CITY OF JACKSONVILLE	1057766	0	1057766	USD1C	11.4419	12102.05	
ST. JOHN'S RIVER WTR MGMT DIST	1057766	0	1057766	USD1C	0.3023	319.76	
FL INLAND NAVIGATION	1057766	0	1057766	USD1C	0.0320	33.85	
USD	1057766	0	1057766	USD1C	0.0000	0.00	
SCHOOLS	1057766	0	1057766	USD1C	7.1170	7520.12	
AD VALOREM TOTALS					10.8932	19984.58	

NON-AD VALOREM ASSESSMENTS

PURPOSE	AMOUNT \$	REMARKS:
SOLIDWASTE	0.00	
STORMWATER	442.80	
NON-AD VALOREM TOTALS	442.80	

IF PAID BY:	NOV 30 2015	DEC 31 2015	JAN 31 2016	FEB 29 2016	MAR 31 2016	APR 30 2016
PLEASE PAY: \$	19610.28	19614.56	20018.03	20223.11	20427.38	21054.20
	4 1/2% DISC	3% DISC	2% DISC	1% DISC	GROSS AMT	INT & FEES*

MAKE CHECKS PAYABLE TO MICHAEL CORRIGAN, TAX COLLECTOR
FOR ONLINE BILL PAYMENT USE ACCOUNT NUMBER: 073363-0000

Please return and return within section with payment. This document is receipt after validation.



Prism Design & Construction, Inc
5488 River Trail Rd
Jacksonville FL 32277
PH:904-465-3215

PROPOSAL

10-22-16

Job Ref : Maria bakery, lives bar & Grill
323 E. Bay St
JAX , Florida

This proposal for design/build tenant build out for bakery , bar & restaurant include the following:

- Architectural & Engineering design
- City construction permitting fee
- demolishing Cleaning & Dumpster fee
- remodel (2) existing ADA men & women toilets
- install , finish and paint walls
- install new carpet and luxury vinyl plank flooring
- Electrical work new wiring and circuits. For new equipments
- fix & repair existing walk-in cooler & freezer
- Install new fire sprinkler and alarm system
- install new check out counters
- replace all existing A/C ducts system to fit new occupancy
- install new door hardware to satisfy fire code
- Supervision and overheads fees

Total proposal design & construction work \$158,595.00

If you have any concern please contact at 904-465-3215


President of prism
Kamal Yazji ,P.E,G.C.



ADDITIONAL HANDOUTS



MOCA JACKSONVILLE
A CULTURAL INSTITUTE OF UNF





OUR MISSION:

To promote the discovery, knowledge, and advancement of the **ART, ARTISTS, and IDEAS** of our time.

ABOUT MOCA

- Cultural Institute of the University of North Florida
- Non Profit 501(c)3
- Founded in 1924 as the Jacksonville Fine Arts Society
- 60,000 square feet in the Urban Core



THE MOCA DIFFERENCE

- MOCA originates more than 95% of its exhibitions
- Focus on contemporary art, 1960 to the present
- Downtown location
- Nationally recognized education programs
- Project Atrium series

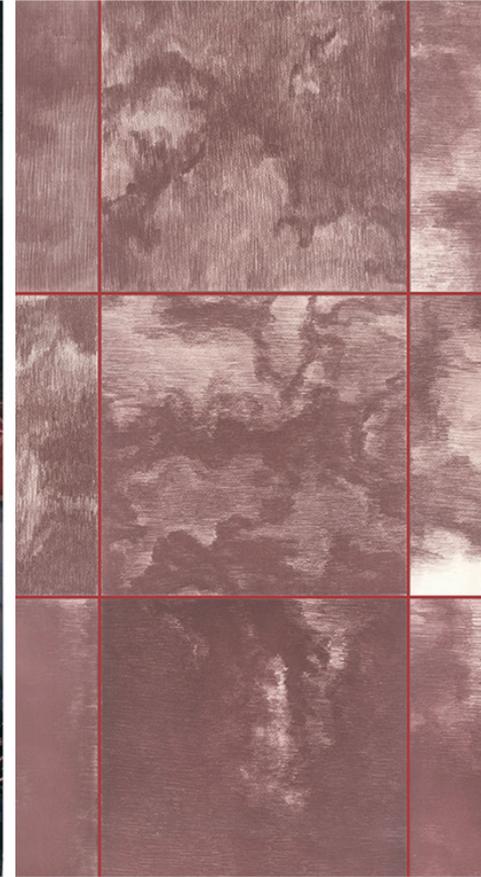
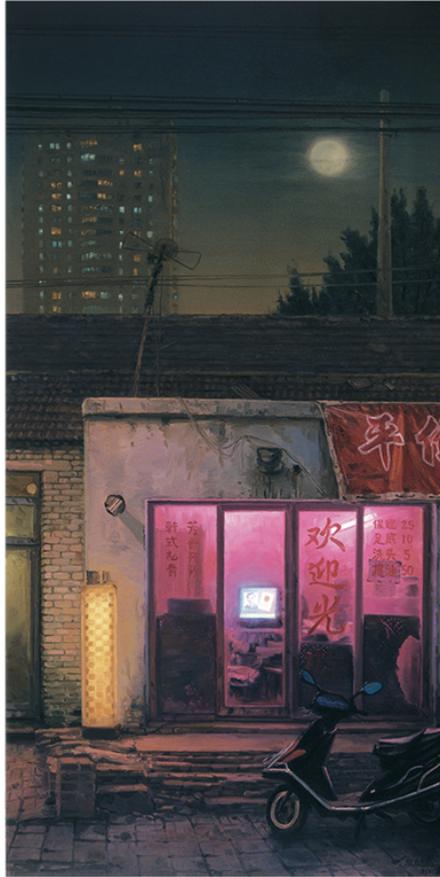


FY19 (JULY 1, 2018–JUNE 30, 2019)

- 35790 visitors
- 9094 served through education and public programs
- 1534 Title 1 elementary students
- General museum admission was **free to 64%** of visitors
- Of the remaining, more than **50% were sold to tourists** visiting from outside the region



EXHIBITIONS



PUBLIC PROGRAMS



EDUCATION



MOCA/UNF: A BRIDGE BETWEEN CAMPUS & COMMUNITY



- Classes held Downtown
- UNF Student Ambassadors
- UNF Guilds at Artwalk



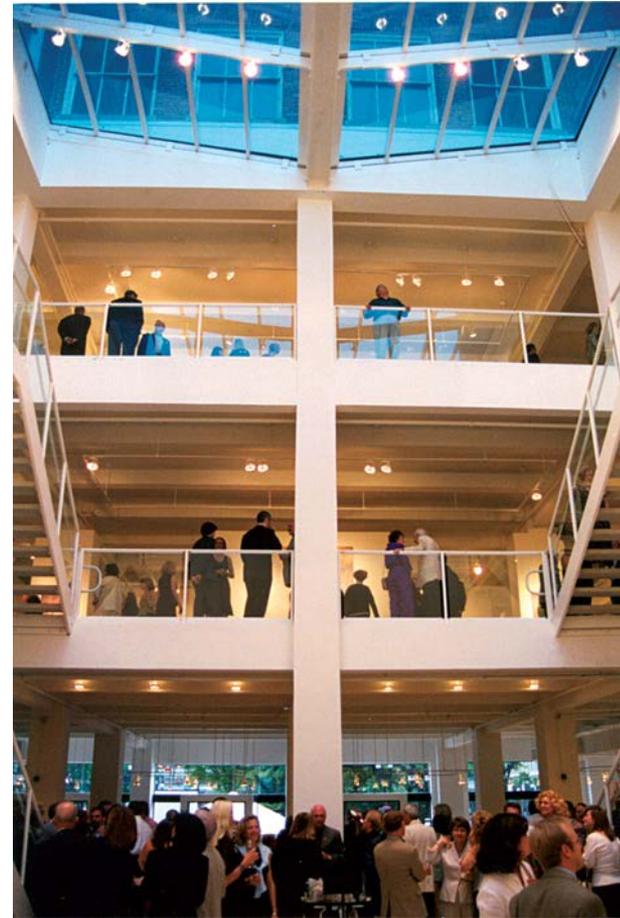
MOCA/UNF: A BRIDGE BETWEEN CAMPUS & COMMUNITY

- Pop Up Exhibitions
- UNF Events
- Downtown Presence



LOBBY REVISIONING PROJECT

- Create a welcoming, vibrant and financially sustainable resource which which is a driver for the revitalization of Downtown Jacksonville and reinforces awareness of MOCA and its mission in our community.



LOBBY REVISIONING PROJECT

PROCESS:

- Stakeholder input
- Collated data
- Working group
- 2 Phases



MOCA JACKSONVILLE
A CULTURAL INSTITUTE OF UNF

REIMAGINE WITH US
**MOCA'S LOBBY
REDESIGN
PROJECT**

MOCA Jacksonville is beginning the process of redesigning its First Floor and we want your ideas!
THE SKY IS THE LIMIT!

NOLA MOCA is closed for dining service as we begin this exciting new venture. We apologize for any inconvenience. The restaurant will continue to provide catering services for museum events and facility rentals.

Creative Dining Concept?
Kids Corner?
Community Gathering Space?
Innovative Retail?

MOCA LOBBY: PHASE 1

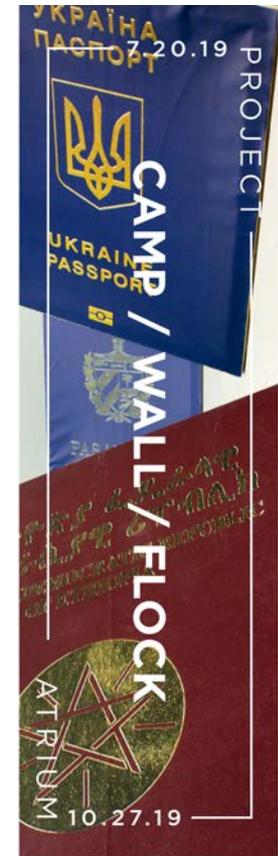
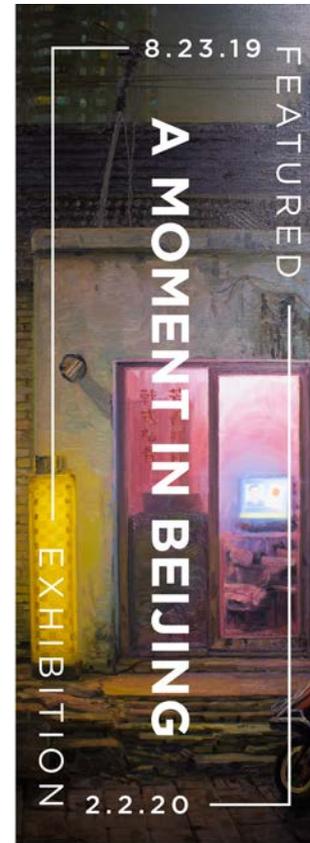
. ART FOCUSED

- . Exhibition space
- . Display of collection in MOCA Café
- . Project Atrium
- . Pop up areas
- . Contemporary design aesthetic using local artisans and vendors



MOCA LOBBY: PHASE 1

- **Visitor Focused**
 - Welcoming reception
 - Clear wayfaring and information
 - Draw people inside with clear brand messaging



MOCA LOBBY: PHASE 1

- **Visitor Focused**
 - Flexibility with clear space designation
 - Outdoor café seating and shades and indoor lounge furniture
 - Opening hours
 - MOCA merchandise



MOCA LOBBY: PHASE 1

• MOCA Café

- Fast casual/counter service
- Reduced menu with favorite food and beverage items
- Great coffee and full bar service
- Breakfast - Happy Hour!
- Dine in or 'grab and go'
- Children's menu



MOCA LOBBY: PHASE 1

- **MOCA Catering**
 - Delivery service within the Downtown area for groups of 6 or more
 - New catering and events team
 - Full service outside licensed catering
 - Facility rental as one of Downtown's premier event venues



MOCA CAFÉ & CATERING: IMPACT

- Downtown Destination and Revitalization
- Annual Gross Revenue - \$325,000
 - \$150,000 Café / Delivery
 - \$175,000 Events / Catering
 - \$220,000 approximate annual contribution to local economy through salaries
- MOCA Café and Catering Personnel
 - 3 Full-time positions
 - 13 Part-time/seasonal positions



THANK
YOU

MOCAJACKSONVILLE.UNF.EDU



MOCA JACKSONVILLE
A CULTURAL INSTITUTE OF UNF



BLACKWATER CAPITAL, LLC

VIA HAND DELIVERY

August 7, 2019

Ms. Lori Boyer, CEO
Downtown Investment Authority
117 W. Duval St., Suite 310
Jacksonville, FL 32202

Re: Proposal to Purchase City-Owned Property at 200 N. Lee St. (074896-0000) ("Property")

Dear DIA:

The purpose of this letter is to indicate the basis upon which Blackwater Capital, LLC ("Blackwater"), is prepared to acquire free and clear title to that certain Property, as more particularly described above and on Exhibit A attached hereto, in Duval County, Florida from the City of Jacksonville ("City").

This letter is a letter of intent ("LOI") only; it is not legally binding on either party, notwithstanding anything to the contrary elsewhere in this letter. However, this letter is an indication of good faith intent between the parties to be detailed in a future contractual agreement if the parties agree.

Assignment and Assumption of Lease: The City shall assign to Blackwater, and Blackwater shall assume the role of Lessor, to that certain Lease Agreement for Redevelopment of Land, as amended, and recorded on November 21, 1997, in Official Records Book 8783, Pages 182-275, of the public records of Duval County, Florida.

Project: Upon expiration of the Lease, Blackwater proposes to redevelop the Property as a mixed-use project to (a) compliment the proposed townhomes adjacent to the Property, and (b) further support the goals of both the North Bank Community Redevelopment Area Plan and the LaVilla Neighborhood Development Strategic Plan.

Purchase Price: The purchase price shall be THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00) to acquire free and clear title to the Property.

Deposit: Upon execution of the Contract, Blackwater shall deliver a refundable deposit of THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00) ("Deposit") with a mutually agreed upon escrow agent ("Escrow Agent") and shall be applied to the Purchase Price at Closing.

Inspection Period: Commencing upon the effective date of the LOI and continuing for ninety (90) days after the effective date of the Contract, Blackwater shall have the right to review title, survey, easements, entitlements, environmental reports, civil engineering plans, utility availability plans, master stormwater retention plans; and to physically inspect the Property ("Inspection Period"), during which time the City, DIA and Lessee shall fully cooperate with Blackwater and shall provide Blackwater with complete access to the Property and all related Property records.

Termination: If, for any reason whatsoever, at any time prior to the expiration of the Inspection Period, Blackwater elects not to proceed with the transaction, Blackwater shall have the right to terminate the

Blackwater Capital
200 N. Lee St. LOI
August 7, 2019

Contract, whereupon the Deposit shall be returned to Blackwater, and the Contract shall be null and void, and the parties shall have no further obligation or recourse against each other.

Closing: This transaction will close ("Closing") on a date mutually agreeable to Blackwater and the City no later than ten (10) days after the expiration of the Inspection Period.

Closing Costs: The Closing Costs shall be allotted per local custom.

Brokerage Commission: Blackwater and the City acknowledge that there are no brokers or agents involved in this transaction.

This offer, when accepted, will constitute the agreement between the parties to negotiate in good faith toward the signing of the Contract consistent with the terms of this LOI.

Sincerely,



William A. Stanly, III
Managing Member

Exhibit A

Entire Block bound by Monroe Street, Lee Street, Adams Street and I-95



BLACKWATER CAPITAL, LLC

VIA HAND DELIVERY

August 7, 2019

Ms. Lori Boyer, CEO
Downtown Investment Authority
117 W. Duval St., Suite 310
Jacksonville, FL 32202

Re: Proposal to Purchase City-Owned Property at 0 W. Forsyth St. (074836-0000), 0 W. Bay St. (074837-0000), 1015 W. Bay St. (074838-0000), 1017 W. Bay St. (074839-0000), and 0 W. Bay St. (074840-0000) ("Property")

Dear DIA:

The purpose of this letter is to indicate the basis upon which Blackwater Capital, LLC ("Blackwater"), is prepared to acquire free and clear title to that certain Property, as more particularly described above and on Exhibit A attached hereto, in Duval County, Florida from the City of Jacksonville ("City").

This letter is a letter of intent ("LOI") only; it is not legally binding on either party, notwithstanding anything to the contrary elsewhere in this letter. However, this letter is an indication of good faith intent between the parties to be detailed in a future contractual agreement if the parties agree.

Project: Blackwater proposes to redevelop the Property as a mixed-use project to (a) compliment the proposed townhomes adjacent to the Property, and (b) further support the goals of both the North Bank Community Redevelopment Area Plan and the LaVilla Neighborhood Development Strategic Plan.

Purchase Price: The purchase price shall be ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00) to acquire free and clear title to the Property.

Deposit: Upon execution of the Contract, Blackwater shall deliver a refundable deposit of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00) ("Deposit") with a mutually agreed upon escrow agent ("Escrow Agent") and shall be applied to the Purchase Price at Closing.

Inspection Period: Commencing upon the effective date of the LOI and continuing for ninety (90) days after the effective date of the Contract, Blackwater shall have the right to review title, survey, easements, entitlements, environmental reports, civil engineering plans, utility availability plans, master stormwater retention plans; and to physically inspect the Property ("Inspection Period"), during which time the City and DIA shall fully cooperate with Blackwater and shall provide Blackwater with complete access to the Property and all related Property records.

Termination: If, for any reason whatsoever, at any time prior to the expiration of the Inspection Period, Blackwater elects not to proceed with the transaction, Blackwater shall have the right to terminate the Contract, whereupon the Deposit shall be returned to Blackwater, and the Contract shall be null and void, and the parties shall have no further obligation or recourse against each other.

Blackwater Capital
LaVilla Block 3C LOI
August 7, 2019

Closing: This transaction will close (“Closing”) on a date mutually agreeable to Blackwater and the City no later than ten (10) days after the DIA and City have granted to Blackwater all entitlements and approvals necessary to construct the Project.

Closing Costs: The Closing Costs shall be allotted per local custom.

Brokerage Commission: Blackwater and the City acknowledge that there are no brokers or agents involved in this transaction.

This offer, when accepted, will constitute the agreement between the parties to negotiate in good faith toward the signing of the Contract consistent with the terms of this LOI.

Sincerely,

A handwritten signature in blue ink, appearing to read 'WS III', with a long horizontal flourish extending to the right.

William A. Stanly, III
Managing Member

Exhibit A

Entire Block bound by Forsyth Street, Lee Street, Bay Street and Johnson Street

