Downtown Investment Authority
Hybrid Virtual In-Person Meeting
Wednesday, April 17th, 2024
2:00 PM

MEMBERS:

Jim Citrano, Board Chair
Braxton Gillam, Esq.
Carol Worsham
Sondra Fetner, Esq.
Patrick Krechowski, Esq.
Micah Heavener
Melinda Powers, Esq.
Scott Wohlers

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. COMMUNITY REDEVELOPMENT AGENCY

A. Form 8B: Voting Conflict Disclosures
B. March 20th, 2024, Community Redevelopment Agency Meeting Minutes Approval
C. Consent Agenda
    i. Resolution 2024-04-02 SS CRA Proposed FY 25 Budget
    ii. Resolution 2024-04-03 NB CRA Proposed FY 25 Budget
    iii. Resolution 2024-04-11 500 N Ocean St
    iv. Resolution 2024-04-12 Gateway Modification
D. Resolution 2024-04-01 NB CRA FY 23-24 FIS REV
E. St Johns River Park Restaurant
F. Resolution 2024-04-10 Trio

IV. DOWNTOWN INVESTMENT AUTHORITY

A. March 20th, 2024, Downtown Investment Authority Board Meeting Minutes Approval
B. Consent Agenda
    i. Resolution 2024-04-04 DEDF FY 25 Proposed Budget
    ii. Resolution 2024-04-05 FY 25 Proposed Admin Budget
    iii. Resolution 2024-04-06 Co-Op of Jacksonville FAB REP
    iv. Resolution 2024-04-07 Pour Taproom FAB REP
    v. Resolution 2024-04-08 Urban Dough FAB REP
    vi. Resolution 2024-04-13 DVI Budget
C. Resolution 2024-04-14 Hassan

V. OLD BUSINESS

VI. NEW BUSINESS

VII. CEO INFORMATIONAL BRIEFING

A. CEO Monthly Update

VIII. CHAIRMAN REPORT

IX. ADJOURN

PHYSICAL LOCATION
City Hall (St. James Building)
117 W. Duval Street
1st Floor Lynwood Roberts Room
Jacksonville, Florida 32202

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

Join Zoom Meeting
https://zoom.us/j/94074017448?pwd=WklzbHNRRCt6cFBqL0M4YkNrMkxrQT09

Meeting ID: 940 7401 7448
Passcode: 642945

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Find your local number: https://us02web.zoom.us/u/kf07Gqj9k

TAB III.B

MARCH 20TH, 2024 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES APPROVAL

Community Redevelopment Agency
Downtown Investment Authority Hybrid Meeting
Wednesday, March 20th, 2024, 2:00 p.m.

Community Redevelopment Agency Hybrid Meeting
DRAFT MEETING MINUTES

DIA Board Members (BM): Jim Citrano, Board Chair; Braxton Gillam, Esq.; Sondra Fetner, Esq.; Patrick Krechowski, Esq.; Micah Heavener; Melinda Powers, Esq.; Scott Wohlers

Mayor's Office: None

Council Members: None

DIA Staff: Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Downtown Real Estate and Development; Guy Parola, Director of Operations; Allen DeVault, Project Manager; Todd Higginbotham, Parking Strategy Coordinator; Sheri Weber, Marketing and Communications Manager; Ava Hill, Administrative Assistant

Office of General Counsel: John Sawyer, Esq.

I. CALL TO ORDER

Board Chair Citrano called the CRA meeting to order at 2:01 pm. This was followed by the Pledge of Allegiance and introductions. He then welcomed Scott Wohlers, new DIA Board Member and Sheri Weber, DIA Marketing and Communications Manager.

II. PUBLIC COMMENTS

Board Chair Citrano opened the floor to public comments.

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

Carnell Oliver	Jones Bros Project
John Nooney	Resilience Jacksonville and Public Waterways

III. COMMUNITY REDEVELOPMENT AGENCY

A. FORM 8B: VOTING CONFLICT DISCLOSURES

Board Chair Citrano disclosed a voting conflict with Resolution 2024-03-01 JFRD Disposition and advised that he'd fill out a Form 8B.

John Sawyer advised that he was able to vote and to go ahead and file the Form 8B.

B. FEBRUARY 21ST, 2024 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES APPROVAL

Board Chair Citrano called for a motion to approve the meeting minutes.

Motion: Member Fetner motioned to approve the February 21st, 2024, Community Redevelopment Agency Meeting Minutes.
Second: Member Krechowski seconded the motion.

Vote: Aye: 6 Nay: 0 Abstain: 0

MOTION PASSED UNANIMOUSLY 6-0-0

C. CONSENT AGENDA

Board Chair Citrano called for a vote on the consent agenda which included Resolutions 2024-03-02, 03, 04, and 05.

CEO Boyer explained, for the newer Board members, that an item would need to be pulled from the consent agenda in order to ask questions or make comments concerning it.

Motion: Member Heavener motioned to approve the consent agenda.
Second: Member Krechowski seconded the motion.

Vote: Aye: 6 Nay: 0 Abstain: 0

MOTION PASSED UNANIMOUSLY 6-0-0

D. RESOLUTION 2024-03-01 JFRD DISPOSITION

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") INSTRUCTING ITS CHIEF EXECUTIVE OFFICER ("CEO") TO ISSUE A 30-DAY NOTICE OF DISPOSITION IN ACCORDANCE WITH THE NEGOTIATED DISPOSITION PROCEDURE ADOPTED BY DIA; AUTHORIZING THE PUBLICATION OF A NOTICE OF DISPOSITION FOR THE FEE SIMPLE DISPOSITION OF ALL OF AN APPROXIMATELY 0.17 ACRE PARCEL OF CITY-OWNED REAL PROPERTY IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBER RE# 073856-0000, (THE "PROPERTY"), CURRENTLY DEVELOPED AS A PARKING LOT AND LOCATED ON WEST ASHLEY STREET BETWEEN HOGAN AND JULIA STREETS; ESTABLISHING THE TERMS OF THE PUBLISHED NOTICE OF DISPOSITION; FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT ("BID") PLAN, INCLUDING THE

COMMUNITY REDEVELOPMENT AREA PLAN; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Guy Parola, Director of Operations, explained this was the 3rd time this property was put up for disposition and that it is assigned to the JFRD. He also mentioned it is a part of the Jones Bros New Construction project that includes the replacement of 17 parking spaces.

Board Chair Citrano called for a motion on the resolution.

Motion: Member Heavener motioned to approve the resolution.
Seconded: Member Powers seconded the motion.

Board Chair Citrano opened the floor for discussion.

Board Member Fetner wanted to know if the developer and JFRD agreed to the required 17 spaces.

Mr. Parola mentioned that there was correspondence that showed they were in agreement.

After some discussion about amending the resolution, it was decided the amendment was not necessary because the disposition document states that the number of parking spaces is 17.

Board Chair Citrano called for a vote on the resolution.

Vote: Aye: 6 Nay: 0 Abstain: 0

MOTION PASSED UNANIMOUSLY 6-0-0

E. <u>RESOLUTION 2024-03-06 30 Year ROI High Rise</u>

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

DRAFT

Board Chair Citrano recommended discussing this resolution but deferring the vote to the next Board meeting.

CEO Boyer agreed that there was no time sensitivity and deferring the resolution would be appropriate.

CEO Boyer shared that there is value to increased density in downtown and more unit and/or office space on a parcel of land is a positive thing. Also, that DIA should acknowledge the value of increased density and it's cost in underwriting calculations and then support concrete and steel construction.

Mr. Steve Kelley explained that the resolution established the authority of the Board to make changes to the methodology that included the one-to-one ROI, the redevelopment goals and strategic objectives, and to align the incentive program for bigger projects where the construction materials are more costly. He then provided a detailed explanation using exhibit a of the resolution.

Board Chair Citrano opened the floor for discussion.

Member Heavener asked about factoring in longer terms and risks.

CEO Boyer explained that 20 was the standard timeframe for the project revenue stream and for the REV Grant. So, DIA was matching the source of funds and the payout timing with the duration. She then described other projects where this was done.

Mr. Kelley agreed with CEO Boyer and added that there needs to be an alignment between type 1 and type 2 construction materials and the live those properties are supposed to have in comparison to stick over brick type developments. He also mentioned that the criteria warrant further considerations on the Board's part.

Board Chair Citrano suggested looking at the impact whether its percentage of the total cost of a project or whole dollars of the incentive and if the Board needs to decide to add additional regulators in case when you qualify for an amount of money that may be too much.

Member Heaver expressed that he wants to make sure what the Board does is done in a responsible way.

CEO Boyer explained that the DPRP program has additional limiters and regulators and that it has a 15% to 20% and sometime 50% equity requirement. She continued that the equity commitment may limit that amount of incentive one would receive. She gave the floor to Steve Kelley for additional programs.

Mr. Kelley mentioned that there were none at the same level as the DPRP Program.

Board Chair Citrano asked about the required height of a structure to be considered a high rise.

Mr. Kelly advised that the Florida Constructure Code states a structure 75 feet or higher is considered a high rise and that the type 1 or 2 fire rating is another consideration.

Board Chair Citrano mentioned four stories over parking and how that would not be considered high rise. He suggested having discussion about increasing the 75 feet height requirements to qualify for the incentive.

CEO Boyer spoke on checking for the real definition and requirement for a high-rise structure and then expressed her agreement with Board Chair Citrano's thoughts.

Board Chair Citrano explained that higher density concrete is more desirable than lower density wood framed development for the Core, that he is in favor of changing the calculation to meet that desire, and possibly changing the minimum ROI.

Board Citrano asked if this was going to SIC next month, and CEO Boyer responded yes.

Member Heavener mentioned that it would be good to have scenarios to view from the project level and expenditure viewpoint.

CEO Boyer confirmed that DIA does have some hypothetical scenarios that could be presented. She also mentioned looking at the downtown CIP requests, various projects in DIA's pipeline or projects approved by the Board and limiting the city's obligation to $30 million. She concluded that DIA ad the Board need to think more globally and on the impact on the budget.

Member Wohler asked if they should include a minimum number of occupancy request as a requirement.

CEO Boyer spoke on floor-to-area ration and how density per acre was a good criteria but it's only half of the equation and that resiliency is the other half.

A. ADJOURNMENT

Seeing there were no further questions and comments, Board Chair Citrano adjourned the CRA meeting at 2:51 PM.

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

TAB III.C.i

RESOLUTION 2024-04-02 SS CRA PROPOSED FY 25 BUDGET

RESOLUTION 2024-04-02

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY AS THE COMMUNITY REDEVELOMENT AGENCY FOR THE SOUTHSIDE COMMUNITY REDEVELOPMENT AREA TENTATIVELY ADOPTING FISCAL YEAR 2024-2025 BUDGET FOR THE SOUTHSIDE TAX INCREMENT DISTRICT, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Downtown Investment Authority ("DIA") is the Community Redevelopment Agency for the Southside Community Redevelopment Area pursuant to Ordinance 2012-0364; and

WHEREAS, as the Community Redevelopment Agency, the DIA is responsible for developing, recommending and implementing the budget for the Southside Community Redevelopment Area; and

WHEREAS, pursuant to Section 106.204(c), Jacksonville Ordinance Code, the budget for Community Redevelopment Agencies are not due until June 20th; however, in order to allow time for revenue projections to be developed, the City has requested tentative budget submissions by May; and

WHEREAS, the Finance and Budget Committee of DIA held a public meeting April 12, 2024, at which the committee recommended that the DIA Board tentatively approve the Southside Tax Increment District Budget, attached hereto as Exhibit A; and

WHEREAS, a revised budget will be presented to the Board in June for final consideration if revenue or expense numbers change by more than $ 100,000.00 from the budget adopted hereby; and

WHEREAS, in order to promote economic development, private capital investment and otherwise fulfill the DIA's purposes, the attached budget for Fiscal Year 2024-2025 is to be submitted by the DIA's Chief Executive Officer for initial budget input and unless modified in June, for consideration by the Mayor's Budget Review Committee and the Jacksonville City Council,

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

Section 1. The Southside Tax Increment District budget for Fiscal Year 2024-2025 attached ereto as Exhibit 'A' is hereby adopted by the DIA.

Section 2. The CEO is authorized to submit this budget and make necessary changes thereto as required to reflect changes in actual FY25 revenue projections and FY 25 investment pool earnings with an adjusting entry in the Unallocated Plan Authorized Expenditures category to the extent that the aggregate increase or decrease in revenue is no more than $ 100,000.00.

Section 3. The CEO is authorized to submit this budget and make necessary changes thereto as required by the Budget Office to reflect supervisory cost allocations as determined by the City, with an adjusting change in the Unallocated Plan Authorized Expenditures as required without further Board approval.

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 Citrano, Chair Date

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

RESOLUTION 2024-04-02 EXHIBIT A
PROPOSED SOUTHSIDE CRA FY 24-24 BUDGET

Southside CRA FY 24/ 25 Budget	FY 24 / 25 PROPOSED
Revenue	
AD VALOREM REVENUE	7,305,153.00
INVESTMENT POOL EARNINGS (ALL YEARS)	500,000.00
Total Revenue:	**7,805,153.00**

Administrative Expenditures	
ANNUAL INDEPENDENT AUDIT	$ 2,500.00
SUPERVISION ALLOCATION	$ 369,769.00
Total Administrative Expenditures:	**372,269.00**

Financial Obligations	
THE STRAND (REV) 2001-1329	$ 625,000.00
GI-VP ONE CALL	$ -
SoBa APARTMENTS, LLC /HOME STREET APARTMENTS	$ 250,000.00
FR SOUTHERLY /SOUTHBANK APARTMENT VENTURES	$ 360,000.00
THE DISTRICT (RIVERSEDGE)	$ 3,500,000.00
STRAND BONDS INTEREST	128,900.00
STRAND BONDS PRINCIPAL	240,000.00
Total Financial Obligations:	**5,103,900.00**

Future Year Debt Reduction	
SS Future Year Debt Reduction [4]	$ 100,000.00

Plan Authorized Expenditures	
Plan programs	
SS RETAIL ENHANCEMENT	$ -
SS PARKS ENHANCEMENTS	
SS SUBSIDIES AND CONTRIBUTIONS TO PRIVATE ORGANIZATIONS	$ -
SS EVENTS	$ -
SB COMMERCIAL REVITALIZATION	
SB SMALL SCALE RESIDENTIAL	$ -
SOUTHBANK PARKING & SCREENING	
SOUTHBANK BANNERS	$ -
SOUTHBANK URBAN ART	
SOUTHBANK MARKETING	$ -
SB RIVERWALK ENHANCEMENT	
SB WATERFRONT ACTIVATION	
SB DOWNTOWN DEVELOPMENT LOANS	$ 50,000.00
Plan Capital Projects	
SS SOUTHBANK PARKING	
SS PARKS ACQUISITION AND CONSTRUCTION	$ -
RELOCATION OF RC UNDERGROUND STORAGE TANK	
FLAGLER AVE. SHARED STREET	
SB RIVER & TRIBUTARY ACCESS	
ST JOHNS RIVER PARK RESTAURANT	$ 1,500,000.00
Plan Professional Services	
PROFESSIONAL SERVICES	$ 278,984.00
SS UNALLOCATED PLAN AUTHORIZED EXPENDITURES	$ 400,000.00
Total Plan Authorized Expenditures:	**2,228,984**
TOTAL EXPENDITURES	**7,805,153**
TOTAL REVENUES LESS TOTAL EXPENDITURES	**-**

Ad Valorem Taxes Held Flat, based on FY24 Actuals

Investment Pool Earnings is calculated based on prior year percentage times the projected Pooled Cash Balances for the year, per Invest Earnings spreadsheet.

Supervision Allocation is projected based on Staff Salaries & Benefits. See Spreadsheet completed by G. Parola

The Strand Bond Interest & Principal amounts based on Treasury's Amortization Schedule

SS Future Year Debt Reduction current available amount has been determined to be sufficient to cover any shortfall in REV Grant Payments for FY24, the balance after REV Grant Payments is projected to be approx $37k which would carryover to FY25, therefore FY25 budget for $100k should be sufficient.

Unallocated Plan Authorized Expenditures - Amount is determined to balance the budget and will be re-allocated as approved by the Board.

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TAB III.C.ii

RESOLUTION 2024-04-03 NB CRA PROPOSED FY 25 BUDGET

RESOLUTION 2024-04-03

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY AS THE COMMUNITY REDEVELOMENT AGENCY FOR THE COMBINED NORTHBANK COMMUNITY REDEVELOPMENT AREA TENTATIVELY ADOPTING FISCAL YEAR 2024-2025 BUDGET FOR THE COMBINED DOWNTOWN EAST AND NORTHWEST TAX INCREMENT DISTRICT, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Downtown Investment Authority ("DIA") is the Community Redevelopment Agency for the Northbank Community Redevelopment Area pursuant to Ordinance 2012-0364; and

WHEREAS, as the Community Redevelopment Agency, the DIA is responsible for developing, recommending, and implementing the budget for the Combined Northbank Community Redevelopment Area; and

WHEREAS, Pursuant to Section 106.204(c), Jacksonville Ordinance Code, the budgets for Community Redevelopment Agencies are not due until June 20th; however, in order to allow time for revenue projections to be developed, the City has requested tentative budget submissions by May; and

WHEREAS, the Finance and Budget Committee of DIA held a public meeting on April 12, 2024, at which it recommended that the DIA Board tentatively approve the Combined Downtown Northeast and Northwest Tax Increment District Budget, attached hereto as Exhibit A; and

WHEREAS, a revised budget will be presented to the Board in June for final consideration if revenue or expense numbers change by more than $ 100,000.00 from the budget adopted hereby; and

WHEREAS, in order to promote economic development, private capital investment and otherwise fulfill the DIA's purposes, the attached budget for Fiscal Year 2024-2025 is to be submitted by the DIA's Chief Executive Officer for initial budget input and unless modified in June, for consideration by the Mayor's Budget Review Committee and the Jacksonville City Council.

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

Section 1. The Combined Downtown East and Northwest Tax Increment District budget for Fiscal Year 2024-2025 attached hereto as Exhibit 'A' is hereby adopted by the DIA.

Section 2. The CEO is authorized to submit this budget and make necessary changes thereto as required to reflect changes in actual FY25 revenue projections and FY 25 investment

pool earnings with an adjusting entry in the Unallocated Plan Authorized Expenditures category to the extent that the aggregate increase or decrease in revenue is no more than $100,000.00.

Section 3. The CEO is authorized to submit this budget and make necessary changes thereto as required by the Budget Office to reflect supervisory cost allocations as determined by the City, with an adjusting change in the Unallocated Plan Authorized Expenditures as required without further Board approval.

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 Citrano, Chair Date

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

RESOLUTION 2024-04-03 EXHIBIT A
PROPOSED NORTHBANK FY 24-25 BUDGET

	Combined Northbank CRA FY 24 / 25 Budget	FY 24/25 PROPOSED	
2	**Revenue**		
3			
4	**Ad Valorem Revenue**	**14,091,010.00**	1
5	Northwest TID	9,450,125.00	1A
6	Northeast TID	4,640,885.00	
7	Debt Repayment (Lynch 11-E - Principal)	457,018.71	
8	Debt Repayment (Lynch 11-E - Interest)	342,981.29	
9	Debt Repayment (Carling Loan - Principal)	$ 346,945.28	
10	Debt Repayment (Carling Loan - Interest)	$ 159,541.75	
11	Investment Pool Earnings	500,000.00	1B
12	Sports Complex Garage	975,000.00	3
13	Adams Street Garage	675,000.00	3A
14	Courthouse Garage	200,000.00	3B
15	Churchwell Loft Lease	-	3C
16	Courthouse Garage Tenant Lease	99,640.00	3D
17	Northflorida Land Trust Lease (Begin Mar 15, 2025)	38,242.50	3E
18	**Total Revenue:**	**17,885,379.53**	
19			
20	**Administrative Expenditures**		
21	ANNUAL INDEPENDENT AUDIT	$ 2,500.00	
22	SUPERVISION ALLOCATION	982,935.00	4
23	**Total Administrative Expenditures:**	**985,435.00**	
24			
25	**Financial obligations**		
26	220 Riverside (Mid-American) REV Grant	$ 506,000.00	
27	Pope & Land / Brooklyn (leg: 2012-703; 2013-288)	$ 480,000.00	
28	Lofts at Jefferson Station (DIA resolution 2017-10-05)	$ 69,056.00	
29	MPS Subsidy Downtown Garages	$ -	
30	Parking Lease - JTA / Fidelity		
31	Lynch Bldg. Loan Repayment	$ 800,000.00	
32	Vista Brooklyn-200 Riverside (REV)	$ 605,000.00	
33	Vista Brooklyn - 200 Riverside (Supplemental REV)	$ -	
34	Riverside Lodging /Park View Plaza (Residence Inn REV)	$ 151,422.00	
35	Lofts at Brooklyn	$ 73,212.00	
36	FIS REV Grant	$ 1,200,000.00	4A
37	Fincantieri REV Grant (New FY 25)	$ 87,000.00	
38	Miscellaneous Insurance (Leased Garages)	$ 275,000.00	
39	MPS -Debt Management Fund - Interest	485,675.66	
40	MPS - Debt Management Fund -Principal	1,500,000.00	

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41	MPS SETTLEMENT EXPENSES - OPERATING LEASE - LEASEHOLD IMPROVEMENTS Capital Reserve	25,000.00	5
42	Sports Complex Garage	$ 250,000.00	6A
43	Adams Street Garage	$ 200,000.00	6B
44	Courthouse Garage	$ 400,000.00	6C
45	**Total Financial Obligations:**	**7,107,365.66**	
46			
47	**Future Year Debt Reduction**	**150,000.00**	
48	NB Future Year Debt Reduction	$ 150,000.00	
49			
50	**Plan Authorized Expenditures**		
51	**Plan programs**		
52	NB RETAIL ENHANCEMENT	$ -	
53	NB COMMERCIAL REVITALIZATION PROGRAM	$ -	
54	NB DEVELOPMENT LOANS		
55	NB FAÇADE GRANT PROGRAM	$ -	
56	NB PARKING SCREENING	$ -	
57	NB SMALL SCALE RESIDENTIAL	$ -	
58	NB URBAN ART	$ 250,000.00	
59	NB WATERFRONT ACTIVATION		
60	NB MARKETING	$ -	
61	NB BANNERS	$ -	
62	NB SUBSIDIES AND CONTRIBUTIONS TO PRIVATE ORGANIZATIONS	$ -	
63	NB EVENTS		
64	**Plan Capital Projects**		
65	NB TWO WAY CONVERSION - FORSYTH & ADAMS	$ 6,500,000.00	
66	HISTORIC SHOTGUN HOUSES REHABILITATION		
67	NB PARKS ACQUISISITON AND CAPITAL IMPROVEMENTS		
68	NB NEIGHBORHOOD STREETSCAPE IMPROVEMENTS		
69	NB RIVERWALK ENHANCEMENTS & SIGNAGE		
70	NB SHIPYARDS WEST CRA PROJECT		
71	NB LIBERTY STREET IMPROVEMENTS		
72	NB LAVILLA HERITAGE TRAIL & GATEWAY ENTRANCES	$ 500,000.00	
73	MCCOYS CREEK PARK CRA		
74	NB WAYFARER SIGNAGE (NEW)	$ 500,000.00	
75	RIVERFRONT PLAZA PROJECTION AND SOUND		
76	HISTORIC DOWNTOWN LANDMARK & DISTRICT SIGNAGE		
77	RIVERFRONT PLAZA RESTAURANT	$ 1,000,000.00	
78	DUVAL STREET STRUCTURE DEMOLITION	$ -	
79	JEA ELECTRICAL DUCT BANK RELOCATION	$ -	
80	**Plan Professional Services**		
81	PROFESSIONAL SERVICES	$ 250,000.00	
82	**NB UNALLOCATED PLAN AUTHORIZED EXPENDITURES****	$ 642,578.87	

83	**Total Plan Authorized Expenditures:**	**9,642,578.87**
84	**TOTAL EXPENDITURES**	**17,885,379.53**
85	**TOTAL REVENUES LESS TOTAL EXPENDITURES**	**-**

1 /1A Property Taxes Held Flat, based on FY24 Actuals

1B Investment Pool Earnings is projected lower than current year to avoid over budget resulting in a reduction at year-end.

3,ABC Projected Revenue from Reef for FY25 for all three garages based calculations submitted by Todd H. rounded down per Lori B.

3C The Churchwell Lofts Lease requires Landscape & Screening for parking lot by July 1, 2024; est. cost $24,352; a rent credit will be given for FY25, therefore no rent is expected to be collected, per John C email 3/29/24.

3D The Tenant Revenue total amount of $99,639.50 is based on three tenant leases: Kajal Ventures $44,137.56; Rainbow Notary $30,089.46 & Shafer Law $25,412.48, Per John C email dated 3/29/24

3E North FL Land Trust - Per lease rent payments will begin March 15, 2025 @$5,925 /mo. First month is prorated.

4 Supervision Allocation is projected based on Staff Salaries & Benefits. See Spreadsheet completed by G. Parola

4A FIS Rev Grant projection for FY25 increased based on amount paid for FY24

5 Per Agreement, $25k is required to be deposited into the Capital Reserve Account

6A-C FY25 Projected Operating Expenditures for all three garages based calculations submitted by Todd H. rounded up per Lori B.

TAB III.C.iii

RESOLUTION 2024-04-11 500 N OCEAN ST

RESOLUTION 2024-04-11

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

WHEREAS, at their June 18, 2020 meeting the Downtown Investment Authority ("DIA") approved Resolution 2020-06-02 establishing the DIA Storefront Façade Grant Program, to provide funding for the improvement of storefronts, and, if applicable, second story façades, in the Downtown Jacksonville Historic District to activate the streetscape and the overall revitalization of Downtown Jacksonville, with funding provided through the Downtown Northbank CRA Redevelopment Trust Fund; and

WHEREAS, the Applicant acquired eligible property located at 500 N. Ocean Street (RE# 073872-0000 and applied for funding under the DIA Storefront Façade Grant Program to facilitate improvements to the exterior of the building; and

WHEREAS, the application was reviewed by the DIA staff, found to be consistent with program guidelines and the BID Plan and CRA Plan for Downtown; and

WHEREAS, the DIA Strategic Implementation Committee, at their meeting of April 12, 2024, voted to recommend approval of the application to the DIA Board; and

WHEREAS, to assist the Grantee in making renovations to the façade of the commercial building located at 500 N. Ocean Street ("the Project") the DIA proposes to provide a Grant in an amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS ($75,000.00) to the Grantee; and

WHEREAS, the financial assistance to the Project will be in the form of the proposed terms and incentives on the Term Sheet, attached as Exhibit A to this Resolution; and

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

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

Section 2. The DIA hereby finds that the Project is supported by the following Goal(s) and Strategic Objective(s) of the BID Plan:

- Goal Number 1: Increase commercial office utilization, occupancy, and job growth to reinforce Downtown as the region's epicenter for business.
    - Improve the occupancy rates of existing Downtown commercial office buildings.
    - Facilitate restoration and rehabilitation of Downtown's historic building stock for productive commercial office use.
- Goal Number 4: Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.
    - Create and promote a consistent brand for Downtown that conveys a sense of excitement and within the boundary of Downtown foster distinct neighborhood identities that evoke a unique sense of place.
- Goal Number 5: Improve the safety, accessibility, and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.
    - Support a clean and safe Downtown 24-7, including the work of Downtown Vision Inc.
    - Enforce proper maintenance of private property.
    - Promote safe and equitable access to all Downtown facilities by improving access to buildings and other properties, amenities, transit, events, and attractions; by eliminating obstacles; and by designing for all ages and abilities.

Section 3. The DIA hereby awards a DIA Storefront Façade Grant to Grantee in an amount not to exceed $75,000.00 from the Combined Northbank TID in accordance with the terms of the term sheet attached hereto as Exhibit A.

Section 4. The Chief Executive Officer is hereby authorized to negotiate and execute the contracts necessary to document this approval and otherwise take all additional actions necessary to effectuate the purposes of this Resolution.

Section 5. The Effective Date of this Resolution is the date of execution of this Resolution by the Chair of the DIA Board.

(Continued on following page)

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

_____	_____	_____
Witness	James Citrano, Chairman	Date

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

EXHIBIT A - TERM SHEET

Kasper Architecture and Development
500 N. Ocean Street
Façade Grant

Project Name:	**500 N. Ocean St.**
Applicant:	**Kasper Land, LLC** Carman Kasper, CEO Eric Kasper, COO
Estimated Rehabilitation Budget:	$343,232
Eligible Façade Improvement Costs:	$271,774
Maximum Façade Grant Funding:	**$ 75,000**

Project: Exterior renovations to 500 N. Ocean Street in accordance with the application received, materially consistent with images found in FIGURE 1., subject to DIA Board approval.

DIA Funding: No more than **$75,000**, through the Downtown Northbank Combined CRA.

Infrastructure: No City of Jacksonville or CRA infrastructure funding or support is requested.

Land: No City of Jacksonville or CRA land or building is requested.

Loans: No further City of Jacksonville or CRA loans have been requested.

Façade Grant:

- Maximum funding limited to the lesser of 50% of actual costs incurred on eligible improvements as supported by invoices as approved by the DIA, or $75,000.
- Eligible costs are those outlined in Figure 2 below and are further limited to expenditures made on improvements to the exterior walls facing North Ocean Street and East Church Street.
- The Grant will be funded upon submission of a funding request form following completion of the work.
- Work shall be inspected for compliance with the application as submitted, and all invoices must be submitted for satisfactory review and approval by DIA Staff.
- The Grant approval is contingent upon the following:
    1. Only work on the street-facing storefront as outlined in the application submitted is eligible for reimbursement.
    2. Applicant must be in good standing with the City (no unpaid taxes, Municipal Code Compliance outstanding citation on any property of applicant, outstanding defaults on any City contract, or previous uncured grant defaults or non-compliance).

3. The property being improved may not have any outstanding liens or violations.
4. Applicant must not be engaged in an active lawsuit with or have an unresolved claim from or against the City or its agencies that is related to the property from which the grant is sought or other similar rehabilitation grants.
5. Applicant agrees to utilize City-approved JSEBs for renovation work associated with the grant where possible.
6. Must maintain the improvements in good repair.
7. All improvements must adhere to Downtown Overlay Zone and Downtown District Use and Form Regulations, and DDRB approvals, as applicable.
8. If at any point the space is not occupied, the Applicant shall utilize its best efforts to continue to activate the streetscape. This can be accomplished through temporarily attaching art to the windows, utilizing the storefront space as an art installation or exhibition, or other creative efforts to address street activation.

Performance Schedule:

1. Façade Grant Agreement or appropriate loan document to be executed not later than six (6) months of approval by the DIA Board which will establish the Façade Grant Agreement Effective Date.
2. Commencement of Construction of Façade Improvements: Within three (3) months following the Façade Grant Agreement Effective Date, Applicant commits to commencement of construction, meaning receipt of all required approvals, permitting, and closing on all required financing to allow the start of construction activities and has begun work in earnest.
3. Substantial Completion: Within twelve (12) months following Commencement of Construction as defined above.
4. The DIA CEO will have authority to extend this Performance Schedule, in the CEO's sole discretion, for up to three (3) cumulative months for good cause shown by the Applicant. Any extensions to the Commencement Date shall have the same effect of extending the Substantial Completion Date simultaneously.

Conditions:

This Term Sheet is limited by the following conditions:

1. Downtown Investment Authority to receive copies of any necessary permits, invoices, cancelled checks or documentation from other methods of payment, and other items as may be requested by the DIA in its sole discretion as evidence of eligible expenditures; and
2. Annual reporting required to demonstrate compliance with terms and conditions as approved; and
3. There may be additional terms, conditions, rights, responsibilities, warranties, and obligations for both parties which shall be determined in a later negotiated mutually agreeable written contract.

FIGURE 1. FAÇADE IMPROVEMENTS



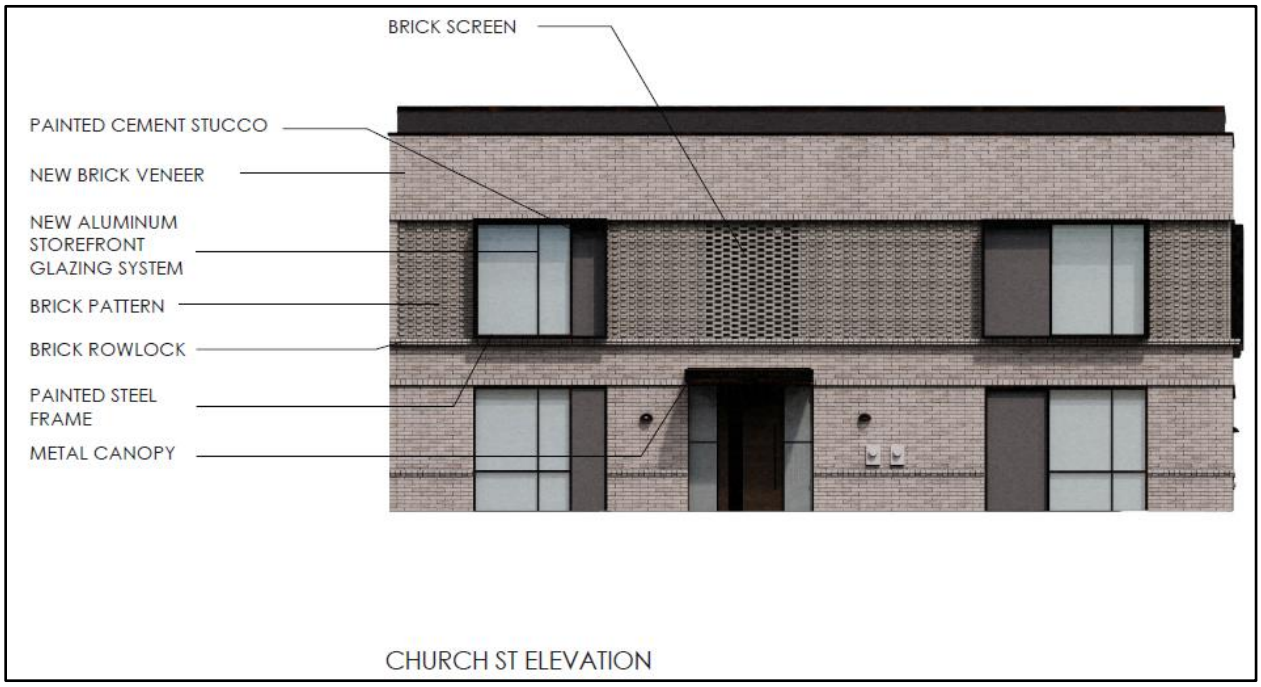


FIGURE 2. PROPOSED EXPENDITURES

Activity	Eligibility	Eligible[1]	Ineligible	Total
Brick	Eligible[1]	130,126		130,126
Aluminum Storefronts (Windows / Entryways)	Eligible[1]	76,154		76,154
Stucco Demo/Repairs	Eligible[1]	39,975		39,975
Rigid Wall Insulation	Eligible[1]	18,937		18,937
Removal and Replacement of Existing Sidewalks	Ineligible		17,802	17,802
Roof Repairs	Ineligible		14,752	14,752
Roof Drains	Ineligible		13,493	13,493
New Parapet Wall (South Elevation)	Ineligible		8,975	8,975
Temporary Protection	Ineligible		6,500	6,500
Painting	Eligible[1]	6,000		6,000
Cleanup	Ineligible		2,736	2,736
Inspections	Ineligible		2,500	2,500
Permit	Ineligible		2,480	2,480
Dumpsters	Ineligible		2,220	2,220
Sign Circuit	Eligible[1]	582		582
		271,774	71,458	343,232

1 - Eligibility limited to costs incurred on improvements to the walls facing N Ocean Street and E Church Street.

SUPPLEMENTAL INFORMATION

RESOLUTION 2024-04-11 500 N OCEAN ST STAFF REPORT

DIA STRATEGIC IMPLEMENTATION COMMITTEE
STAFF REPORT

Project Name:	**500 N. Ocean St.**
Applicant:	**Kasper Land, LLC** Carman Kasper, CEO Eric Kasper, COO
Project Location:	500 N. Ocean Street Jacksonville, Florida 32202
Estimated Rehabilitation Budget:	$343,232
Eligible Façade Improvement Costs:	$271,774
Maximum Façade Grant Funding:	$ 75,000



Project Description:
The applicant, Kasper Land, LLC, acquired the two-story, 5,181 square foot property located at 500 N. Ocean Street in August 2023. The property, used historically as an office building, has been vacant for many years and has suffered from water intrusion and general deferred maintenance.

The property, located in the Cathedral Hill neighborhood at the busy intersection of N. Ocean Street and Church Street, will allow for the creation of a downtown "urban studio" for Kasper Architect + Associates to complement its current studio located on Jacksonville's Southside at 10175 Fortune Parkway near The Avenues Mall. The firm serves numerous clients across Jacksonville's Downtown and the Southeast

region of the U.S. As provided in the Jacksonville Daily Record (January 8, 2024), the firm's "current design work with the Jacksonville Jaguars, the Museum of Science & History, the Jacksonville Armada and the Shipyards project contributed to its commitment to Downtown."

The applicant proposes improvements throughout the building including roof repairs, a re-skin of the building to add a brick exterior to the southern and eastern facades, waterproofing, and replacement of windows and doors. Cost estimates for the work exceed $343,000 with eligible costs approaching $272,000.

Figure 1. – Rehabilitation Budget

Activity	Eligibility	Eligible[1]	Ineligible	Total
Brick	Eligible[1]	130,126		130,126
Aluminum Storefronts (Windows / Entryways)	Eligible[1]	76,154		76,154
Stucco Demo/Repairs	Eligible[1]	39,975		39,975
Rigid Wall Insulation	Eligible[1]	18,937		18,937
Removal and Replacement of Existing Sidewalks	Ineligible		17,802	17,802
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Cleanup	Ineligible		2,736	2,736
Inspections	Ineligible		2,500	2,500
Permit	Ineligible		2,480	2,480
Dumpsters	Ineligible		2,220	2,220
Sign Circuit	Eligible[1]	582		582
		271,774	71,458	343,232

1 - Eligibility limited to costs incurred on improvements to the walls facing N Ocean Street and E Church Street.

At their meeting on January 11, 2024, the Downtown Development Review Board (DDRB) voted to approve the conceptual/final submittal for DDRB Application 2024-001, kasper architects corporate office.

Program Considerations:

In review of this application, it is determined that the property and applicant meet the following requirements:

1. The property was originally built in 1982 and meets the program requirement of being a minimum of 25 years old.
2. The gross façade of the structure and eligible funding maximum equals (51 feet + 51 feet) X 25 feet = 2,550 square feet $30 = $76,500. However, program guidelines limit funding to a maximum of $75,000, for which this project is considered eligible for full funding.
3. Improvements to both stories of the 2-story building are eligible per program guidelines which provide, "Only storefront façades that have street frontage on a public street are eligible. "Storefront Facade" refers to the exterior façade of entire ground floor fronting the sidewalk and public street. The second story of the building may be eligible if the architectural details and

construction materials of the second story are most similar to the first story when compared to the rest of the building, or if the building is only two-stories tall." Accordingly, only expenditures related to the facades facing N. Ocean Street and Church Street are eligible for reimbursement as detailed further in the Ex. A Term Sheet to Resolution 2024-04-11.

4. In accordance with Façade Grant Guidelines:
    a. Property taxes are current, and the property has contributed to Duval County ad valorem for more than five years.
    b. Improvements to the property will be made in accordance with all applicable codes and permits, as approved by the DDRB Staff. Staff can approve this type of project without DDRB review and approval per SUBPART H. - DOWNTOWN OVERLAY ZONE AND DOWNTOWN DISTRICT USE AND FORM REGULATIONS, Sec. 656.361.7.1
    c. Applicant is in good standing with the City, the property is not subject to outstanding Municipal Code Compliance liens or violations.
    d. The property has not received other COJ or DIA Funding that would be duplicative with this project.

Funding eligibility is determined as the lesser of 50% of eligible costs ($271,774 X .50% = $135,887) or the maximum funding limit of $75,000. Accordingly, maximum eligibility is determined to be $75,000 for these proposed façade improvements.

Funding and compliance under the DIA Storefront Façade Grant in the amount of $75,000 are subject to:

- The Façade Grant Agreement, or appropriate forgivable loan document, is to be executed not later than six (6) months of approval by the DIA Board which will establish the Façade Grant Agreement Effective Date. Thereafter, Commencement of Construction of Façade Improvements shall occur within three (3) months following the Façade Grant Agreement Effective Date.
- The Façade Grant Agreement shall allow the DIA CEO to extend the performance schedule for up to three (3) months in her sole discretion for good cause shown by Applicant.
- Disbursement will be made following completion and inspection of the work by DIA Staff, to be supported by invoices submitted that document the actual expenditure made to complete the project substantially in accordance with the application as submitted.
- Must maintain the improvements in good repair and make ad valorem tax payments for a minimum period of five years from the date of funding.
- If at any point the space is not occupied, the Property Owner shall utilize its best efforts to continue to activate the streetscape. This can be accomplished through temporarily attaching art on the windows, utilizing the storefront space as an art installation or exhibition, or other creative efforts to address street activation.
- Other terms and conditions as found in the Ex. A Term Sheet to resolution 2024-04-11.

TAB III.C.iv

RESOLUTION 2024-04-12 GATEWAY MODIFICATION

RESOLUTION 2024-04-12

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

WHEREAS, Gateway Companies LLC, or one or more affiliates it manages, ("Gateway" or "Developer") has acquired multiple parcels and properties located within the Downtown Northbank Community Redevelopment Area as further identified in Exhibits A, B, C, and D attached hereto on which Gateway plans to construct three multifamily and retail mixed-use developments referred to in plan documents as the "N4 Property," the "N8 Property," and the "N11 Property," and to rehabilitate an existing parking garage referred to in plan documents as the "N5 Property" all as part of a multiparcel master development plan in the Downtown Northbank Community Redevelopment Area; and

WHEREAS, the Downtown Investment Authority ("DIA") is the Community Redevelopment Agency for the Downtown Northbank Community Redevelopment Area; and

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

WHEREAS, the aggregate increased private capital investment totaling not less than $373,722,700 in real property will increase the county ad valorem tax base over the useful life of the assets related to the overall development activity, and will add to the residential tenancy, retail space, and parking options in Downtown Jacksonville; and

WHEREAS, the DIA Board met on November 15, 2023, and approved to forward Resolutions 2023-11-06, 2023-11-07, 2023-11-08, and 2023-11-09 to the Jacksonville City Council recommending approval of Multifamily REV Grants with maximum indebtedness of $57,054,000, and Completion Grants with maximum funding totaling $37,040,000 for the N4 Property, the N8 Property, and the N11 Property combined, and a REV Grant with maximum indebtedness of $2,574,000 and a Completion Grant with maximum funding of $1,906,000 for the N5 Property; and

WHEREAS, the Strategic Implementation Committee of the DIA met on April 12, 2024, and approved forwarding this Resolution 2024-04-12, which modifies the approvals originally authorized by Resolutions 2023-11-06, 2023-11-07, 2023-11-08, and 2023-11-09, to the DIA Board for approval; and

WHEREAS, following the modifications proposed, Developer is found to remain compliant with the Tiers System as provided in the DIA BID Plan as originally detailed in each original approval as required for the DIA to recommend funding beyond the standard DIA Incentive Programs from the City Council; and

WHEREAS, Multifamily REV Grant annual payments and REV Grant annual payments will be funded through the Downtown Northbank Redevelopment Trust Fund; and

WHEREAS, Completion Grant amounts will be funded through the City of Jacksonville General Fund and will require future appropriation from City Council after Developer meets performance requirements outlined in the Term Sheet attached hereto as Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

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

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

Section 2. The DIA hereby authorizes the CEO of the Downtown Investment Authority to negotiate Loan Agreements and Redevelopment Agreements with the Developer, or a subsidiary of the Developer substantially in accordance with the term sheets that identify approvals as modified attached hereto as Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

Section 3. The DIA hereby authorizes the CEO of the Downtown Investment Authority to execute such agreements.

Section 4. This Resolution, 2024-04-12, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

_____ _____ _____

James Citrano, Chairman Date

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

Exhibit A to Resolution 2024-04-12

Gateway Jax – Pearl Street District

N4 Building Term Sheet

Developer/ Applicant:	Osprey River LLC, 715 Clay St LLC, or Beaver Branch LLC (or other entity formed by Gateway Companies, LLC for the development or ownership of the subject property where it, or its principles, have controlling interest).
The Property:	Denoted as N4 on master development maps, includes approximately 55,122 square feet (1.27 acres) of land bounded by Union Street to the north, Pearl Street to the east, Beaver Street to the south, and N Clay Street to the west inclusive of parcel RE#s 074295-0000, 074296-0005, 074296-0020, 074299-0000 as identified in Exhibit 1. To this Term Sheet.
The Project:	On the Property developer shall design and construct the subject property (the "Project") to include the following (all dimensions and counts are approximate unless stated otherwise): 1. Proposed building with a minimum of 6 floors to be occupied for mixed residential and retail uses. 2. Residential Units: 281 residential units proposed with mix comprised of: a) 40 - Studio units (No fewer than 32 units) b) 184 - 1 BR units (No fewer than 147 units) c) 51 - 2 BR units (No fewer than 46 units) d) 6 - 3 BR units (No fewer than 5 units) e) No fewer than 266 total unit count minimum. f) Gross square footage proposed of 256,337 sf, and leasable square footage of 205,384 sf, may each adjust downward in final design by not more than 10% to remain within compliance, with no limit on upward adjustment. g) Amenities include a club room, fitness center, outdoor pool, and courtyard that may be restricted for the exclusive use of the residents. Workspaces are incorporated into various units throughout the project, allowing the building to adapt to changing work trends. 3. The first two levels are concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage for 50%, exceeding the requirement of 40%, to promote heat resiliency, or such higher percentage as may be approved by the DDRB in its final approval as found in Exhibit 7. 4. Retail Space: a) Approximately 19,155 sf of Leasable Retail Space, may adjust downward in final design by not more than 10% to remain within

	compliance, with no limit on upward adjustment. b) Retail Frontages at the ground level proposed totaling 390 aggregate linear feet (SEE Exhibit 5 to this Term Sheet) i. Total aggregate Retail Frontage may not adjust downward more than 10%. ii. Retail space must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the compliance period to maintain eligibility for Rev payment, which shall open for business within 6 months of the outside date established for Substantial Completion. In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) days ("Restaurant Closure"); notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer. 5. Applicant commits to a Minimum Private Capital investment of $89,563,000 based on development budget of $98,466,000, presented to the DIA inclusive of land valued at $1,363,000, and exclusive of tenant improvements, marketing costs, leasing commissions, property management start-up costs, development fee, financing costs, and Years' table costs included in the overall development cost totaling $1,216,000 as further itemized in Exhibit 2. to this Term Sheet. If there is a downward adjustment in the Construction Cost approved pursuant to the REV Grant section, the Minimum Private Capital investment shall also be adjusted downward by a pro rata equivalent.
Design:	1. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code as well as the DDRB's development guidelines and approvals, except as may otherwise be approved by the DDRB and allowed by code. 2. The Developer/Applicant will meet with the City's Chief Resilience Officer to discuss the project and identify any applicable resiliency features that may be applicable to the project.
REV Grant:	1. 75% REV Grant with Maximum Indebtedness of $14,105,000 calculated over a 20-year term but to be paid over 17 years on the Real Property and Tangible Personal Property taxes collected on the subject Property and Improvements beginning with the first year after the property has achieved substantial completion. 2. The maximum indebtedness shall be calculated based on the projected assessed value using the agreed-upon private Construction

	Cost of $81,078,000 equaling Development Cost as provided by the Applicant totaling $98,466,000 less land, development fee, tenant improvements, FF&E, insurance and title, construction management fee, Years' table costs included in the budget, and other costs all totaling $17,388,303 as itemized in Exhibit 3. to this Term Sheet. 3. The DIA staff may approve a reduction in the projected Construction Cost of up to 10% with an accompanying pro rata reduction in the REV Grant Maximum Indebtedness. 4. The DIA Board may approve a reduction in projected Construction Cost greater than 10% but no more than 15% with an accompanying pro rata reduction in the REV Grant maximum indebtedness. Any reduction in actual projected Construction Cost of more than 15% shall result in the forfeiture of the REV Grant and Completion Grants.
Completion Grant:	1. Maximum Proceeds: Not to exceed $6,844,000. 2. Funding 1 in the amount of $4,238,000 to be earned and paid upon Substantial Completion of the Improvements. 3. Funding 2 in the amount of $1,563,600. For payment to be requested, a minimum of 60% of the Effective Gross Leasable Space must be under lease before payment may be requested. Request must be made not later than the second anniversary of the documented date of Substantial Completion or is forfeited. 4. Funding 3 in the amount of $1,042,400. For payment to be requested, a minimum of 100% of the Effective Gross Leasable Space must be under lease before payment may be requested. Request must be made not later than the second anniversary of the documented date of Substantial Completion or is forfeited. 5. Effective Gross Leasable Space for N4 totals 17,240 square feet of the Leasable Retail Space.

Redevelopment Agreement:	The Redevelopment Agreement will establish the essential terms of the incentives, funding, and each party's responsibility for maintenance of the easements granted in favor of the City, and other terms relevant to the development of the Property. The RDA will become effective upon its execution following approval by the City Council. Its terms will govern the rights and responsibilities of the parties throughout the term of the RDA.
Entitlements:	The City and the DIA will allocate all required entitlements for the Project, including Downtown Development Rights, and will timely process all required applications including, without limitation, Conceptual and Final DDRB Applications. Mobility Credits and Stormwater Credits will be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known.

Permits:	Developer / Applicant will be responsible for obtaining all building and other permits required for the Project.
Tiers System Commitments	In conjunction with approval for consideration of additional funding as Completion Grants, Developer/Applicant hereby agrees to the following conditions or commitments, which funding amounts may be adjusted by an unlimited downward adjuster, and a 10% upward adjuster based on actual costs and values such that the total sum of the value of all conditions or commitments over 20 years is equal to 3% of the Minimum Private Capital Investment: 1. Contribution of approximately $1,012,500 towards the development of Porter House Parks with design elements coordinated with the COJ Parks department and all work to be undertaken and completed by Developer prior to the date of Substantial Completion. 2. 20-year Easement in favor of the City for the Porter House Parks improvements to be executed prior to or simultaneous with request for initial funding on Completion Grants, subject to the following: a. Hours of public access and reasonable rules and regulations shall be designated by Developer/Applicant in consultation with COJ Parks Department b. Developer to coordinate with the Parks Department, Cultural Council, and placemaking initiatives on programming in Pearl Square and the Porter House Park. c. Easement shall not include anticipated private outdoor dining zones for adjacent restaurant tenants, anticipated commercial structures or kiosks on the north park, or any parking spaces on the north-south private drive. 3. Contribution of approximately $305,000 towards the Clay Streetscapes improvements (which are located on private land; or if on public right of way, not immediately adjacent to the N4 Property) with design coordinated with the COJ Public Works and with approval by DDRB in compliance with Downtown Overlay Zone requirements. All work to be undertaken and completed by Developer prior to the date of Substantial Completion. 4. Permanent Easement in favor of the City for the Streetscape Easements to be executed simultaneous with request for initial funding on Completion Grants. 5. Developer/Applicant agrees to a minimum twenty-year park maintenance and programming budget of approximately $35,200 annually, escalating at 3% per year, which will be more fully detailed in a table in the RDA (Maintenance activity to be coordinated with COJ Public Works, Programming activity to be coordinated with the COJ Parks Dept.). 6. Expenditures by Developer for these purposes shall be required as part of

	the Annual Report submitted to the DIA for review with compliance requirements. Staff hired by the Developer and all costs incurred in the facilitation of these obligations, shall be compensated, or incurred at commercially reasonable rates. 7. Developer will coordinate with the City to provide wayfinding signage within the public realm of all parcels to help visitors navigate between surrounding public areas such as the Riverfront Plaza, JWJ Park and Skyway, Rosa Parks Station, LaVilla Heritage Trail, and City Hall and the public access components of the project including the Porter House parks, Pearl Square, and all associated retail incorporating the branding guidelines color palette established for the district. 8. All other commitments as made by Developer in its Pearl Street Tiers Narrative 10.27.23 submission which will be captured as an exhibit to the redevelopment agreement.

Performance Schedule:	RDA EXECUTION– The Redevelopment Agreement will be entered into by Developer, DIA, and the City within thirty (30) days following the effective date of legislation authorizing the RDA. INITIAL PERMITTING – Developer shall apply for all permits necessary to commence construction (including vertical building permits) and proceed without interruption to completion of the Project no later than December 31, 2024, and pursue the same with commercially reasonable diligence. COMMENCE CONSTRUCTION – Developer shall commence construction on Horizontal Improvements within 10 months following the effective date of legislation authorizing the RDA and commence construction on Vertical Improvements within six months following commencement of Horizontal Improvements and then proceed without material delay through completion. COMPLETION OF CONSTRUCTION - All improvements on the Property to be substantially completed within 26 (Twenty-six) months of commencement. The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's CEO without additional City Council approval upon reasonable cause shown by Developer, or by force majeure. Such extension of the Commencement Date shall also apply to the date of Substantial Completion so that a single extension provided will apply to both simultaneously.

Additional Terms and Conditions	1. All funding commitments other than the REV Grant are subject to further approvals by the COJ City Council. 2. Minimum Equity Requirement of $17,912,600 to be evidenced to the satisfaction of the DIA in its sole discretion prior to payment of any Completion Grant. 3. Tiers System Commitments not captured elsewhere: a. The majority of the parking demand generated by the project is to be fulfilled at the offsite garage located at N5, the "Lighthouse Garage" under common ownership, at 0.63 space per unit. b. To demonstrate and maintain resiliency features, Developer commits to the first two levels of concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage for 50%, exceeding the requirement of 40%, to promote heat resiliency. c. Minimum of one ground floor restaurant/bar that provides outdoor seating and extended hours including evenings beyond traditional office hours and on weekends, which shall open for business within 6 months of the outside date established for Substantial Completion. In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) days ("Restaurant Closure"); notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer. d. Demonstration of and adherence to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette, wayfinding signage and art installations. e. Developer to host a community competition to select a local artist to design and/or install a new mural or other artistic installation including the ground floor of the northern side of the building. f. Installation of enhanced lighting beyond minimum requirements above the residential lobby entrance and security cameras on the exterior of the building and sidewalk bulb-outs along Pearl Street as increased safety features. g. In addition to the required City-standard bike racks, Developer will install at least one additional bike rack to promote cyclability. h. Adherence to all commitments as submitted in the Pearl Street Narrative dated October 27, 2023, with exceptions as captured herein. 4. Payment of Completion Grant Components related to LOST and Induced Taxes is subject to compliance with all terms and conditions as found in

	Resolution 2023-09-01 as approved by the DIA Board at its meeting held September 21, 2023 including but not limited to: a. Approval and adherence with Tiers System requirements. b. Approval by the DIA staff that executed leases submitted for calculation of leased space meet the definition of Retail as provided in Retail Enhancement Program guidelines with a minimum term of three years. c. Only tenants of street facing at ground level shall count towards the leased space calculations as required for Completion Grant payout. d. Retail tenants shall not be eligible for future funding under any Retail Enhancement Program award. e. Property owner is required to collect and remit to the DIA copies of sales tax receipts remitted annually by the property owner and tenants (copies of form DR-15 or equivalent). Amounts that fall short of the cumulative expected payment in any given calendar year through year ten will be withheld from the REV payment applicable to the same calendar year (Exhibit 6 to this Term Sheet). Any such withholding will not affect the maximum REV Grant amount as approved and documented in the Redevelopment Agreement or other terms of that REV Grant including, but not limited to, the outside maturity date for payment. f. For these purposes, the recipient will begin the collection of DR-15 or other LOST payment information with the thirteenth month following final payout of the Completion Grant or similar funding mechanism as may be approved and earned following criteria established above. Collection and remittance of this information will be in proportion to the pro rata number of full months remaining in that calendar year, followed by nine full years of data collection and submission, and a final pro rata year with the remaining number of full months from the first year of submission.

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

Exhibit 1. The Property

	RE#	Street Address	App SF	App Acres	Current Owner		
N4	074299 0000	405 Beaver Street W	11,025	0.25	Osprey River LLC	$ 97,020	$ 8.80
N4	074296 0020	715 Clay Street	11,325	0.26	715 Clay St LLC	$ 157,592	$ 13.92
N4	074295 0000	0 Beaver Street W	5,765	0.13	Beaver Branch LLC	$ 86,475	$ 15.00
N4	074296-0005	1 Beaver Street W	27,007	0.62	Osprey River LLC	$ 405,105	$ 15.00
			55,122	1.27			



Exhibit 2. – Minimum Private Capital

Development Cost	$	98,466,000
TI's & LLW	$	2,944,000
Marketing costs	$	499,000
Leasing Commissions	$	341,000
Property management startup costs	$	285,000
Ownership Expenses	$	57,000
Development Fee	$	3,561,000
Minus: Years costs already included in budget	$	1,216,000
MINIMUM PRIVATE CAPITAL	**$**	**89,563,000**

Exhibit 3. – Construction Cost

Development Costs	$	98,466,000
Land Costs	$	1,363,000
TI's & LLW	$	2,944,000
Other Hard Costs	$	2,304,000
Surveys, testing, appraisals & inspections	$	428,000
Permits, licenses, bonds & fees	$	713,000
Insurance and title	$	1,412,000
Property taxes during development	$	98,000
Utilities during development	$	285,000
Legal and accounting	$	228,000
Marketing costs	$	499,000
Leasing Commissions	$	341,000
Property management startup costs	$	285,000
Construction management fee	$	571,000
Ownership Expenses	$	57,000
Master Plan A&E	$	418,000
Development Fee	$	3,561,000
Soft cost contingency	$	664,000
Minus: Years costs already included in budget	$	1,216,000
CONSTRUCTION COST	**$**	**81,078,000**

Exhibit 4. – Public Realm Improvements



As depicted above, the blue streetscape colors indicate off-site improvements included in Tiers-related commitments. The red areas indicate areas on private property with Tiers-related commitments that will be subject to easements in favor of the city for the public benefit.

Exhibit 5 – RETAIL FRONTAGES (To be adjusted)

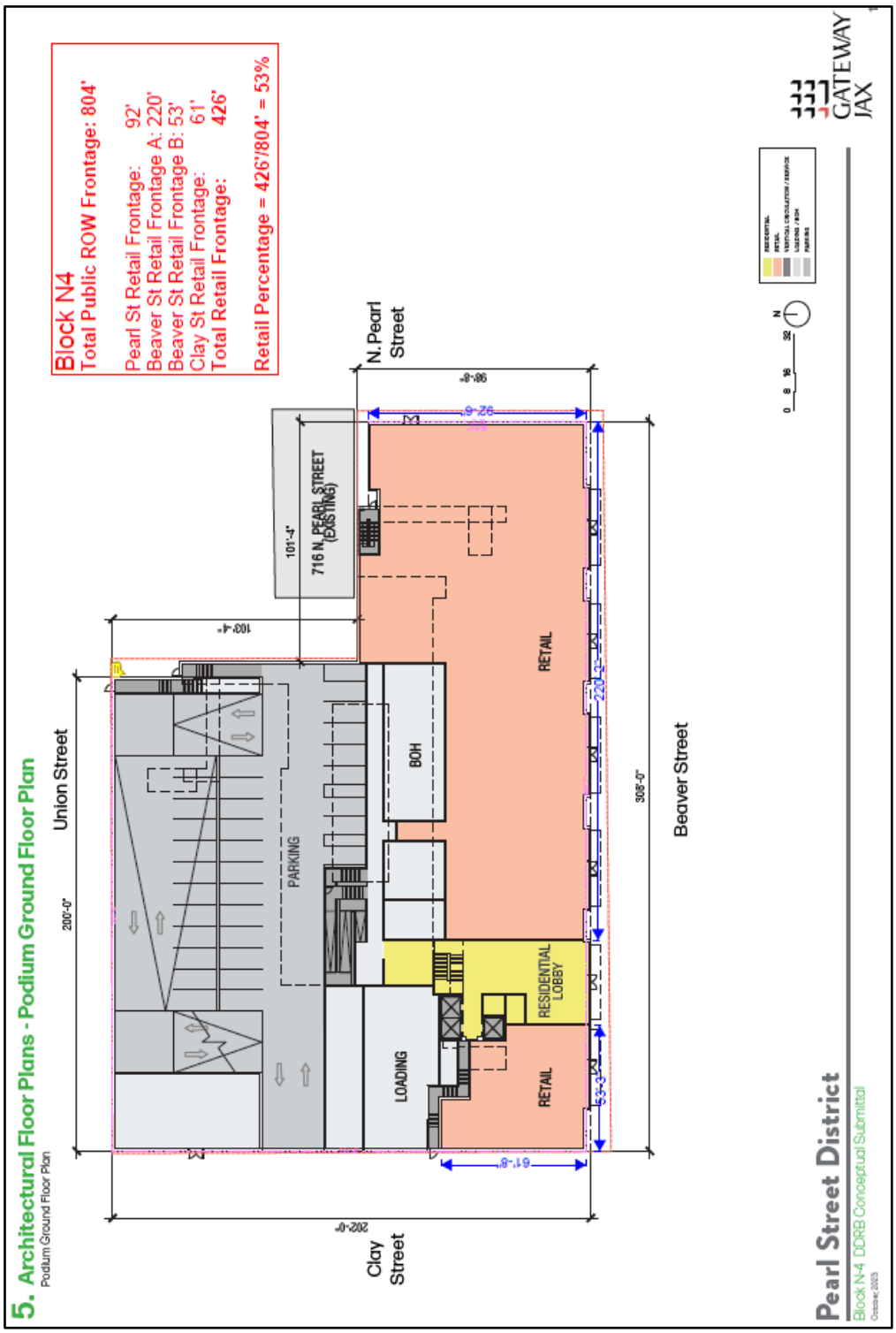


Exhibit 6 – Minimum Amounts to be Collected and Remitted

Should the following cumulative amounts from each table fail to be achieved in any given year, the shortfall will be deducted from the REV Grant payable in such year.

	LOST from F&B, Retail, and Comm'l Leases			
	If only 60% Lease Up Target is Met		If 100% Lease Up Target is Met	
YR	Annual	Cumulative	Annual	Cumulative
1	$ 47,742	$ 47,742	$ 79,570	$ 79,570
2	$ 48,697	$ 96,439	$ 81,162	$ 160,732
3	$ 49,671	$ 146,110	$ 82,785	$ 243,517
4	$ 50,664	$ 196,775	$ 84,441	$ 327,958
5	$ 51,678	$ 248,453	$ 86,130	$ 414,088
6	$ 52,711	$ 301,164	$ 87,852	$ 501,940
7	$ 53,766	$ 354,930	$ 89,609	$ 591,549
8	$ 54,841	$ 409,770	$ 91,401	$ 682,951
9	$ 55,938	$ 465,708	$ 93,229	$ 776,180
10	$ 57,056	$ 522,765	$ 95,094	$ 871,274
	$ 522,765		**$ 871,274**	

1 - The applicable table is determined by which tier of Completion Grant is paid out. If only the first installment of Completion Grant is paid out, this table does not apply. The 60% and 100% columns apply only if the second and third installments of the Completion Grant are paid out, respectively.

2 - Year 1 as shown in the table shall begin with the third full calendar year following substantial completion.

Exhibit 7 – Minimum Shade Requirements

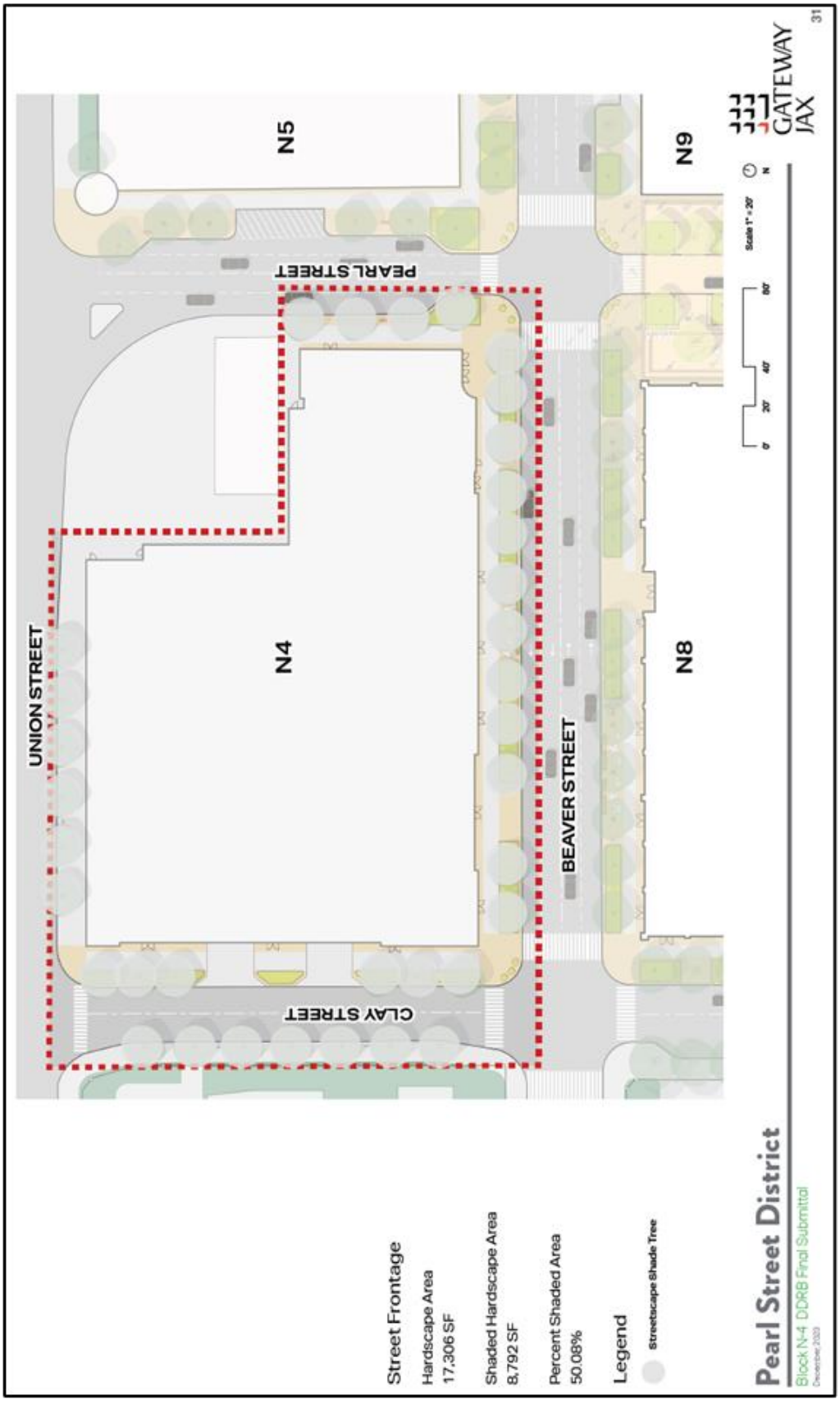


Exhibit B to Resolution 2024-04-12

Gateway Jax – Pearl Street District

N5 Building Term Sheet

Developer/ Applicant:	721 Pearl Garage LLC (or other entity formed by Gateway Companies, LLC for the development or ownership of the subject property where it, or its principles, have controlling interest).
The Property:	Denoted as N5 on master development maps, includes approximately 65,340 square feet (1.50 acres) of land bounded by W Union Street to the north, N Julia Street to the east, W Beaver Street to the south, and N Pearl Street to the west comprised of parcel RE# 074015 0000 as identified in Exhibit 1. To this Term Sheet.
The Project:	On the Property developer shall redesign and redevelop the subject property (the "Project") to include the following (all dimensions and counts are approximate unless stated otherwise): 1. Five story parking garage to be rehabilitated to include approximately 15,000 sf of retail space. 2. Retail Space: a) Approximately 15,000 sf of Leasable Retail Space, may adjust downward in final design by not more than 10% to remain within compliance, with no limit on upward adjustment. b) Retail Frontages at the ground level proposed totaling 200 non-contiguous feet along Beaver Street. i. Retail Frontages may adjust downward in final design by not more than 10% to remain within compliance, with no limit on upward adjustment. ii. Retail space must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the 20-year compliance period to maintain eligibility for Rev payment, which shall open for business within 6 months of the outside date established for Substantial Completion. In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) days ("Restaurant Closure"); notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer. 3. Trees and building canopies in the public realm provide for a shade

	coverage for 50%, exceeding the requirement of 40%, to promote heat resiliency, or such higher percentage as may be approved by the DDRB in its final approval as found in Exhibit 7. 4. Applicant commits to a Minimum Private Capital investment of $10,254,700 based on development budget of $12,593,400, presented to the DIA inclusive of the acquisition cost of $5,924,000, and exclusive of tenant improvements, marketing costs, leasing commissions, property management start-up costs, development fee, financing costs, and Years' table costs included in the overall development cost totaling $88,700 as further itemized in Exhibit 2. to this Term Sheet. If there is a downward adjustment in the Construction Cost approved pursuant to the REV Grant section, the Minimum Private Capital investment shall also be adjusted downward by a pro rata equivalent.
Design:	1. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code as well as the DDRB's development guidelines and approvals, except as may otherwise be approved by the DDRB and allowed by code. 2. The Developer/Applicant will meet with the City's Chief Resilience Officer to discuss the project and identify any applicable resiliency features that may be applicable to the project.
REV Grant:	1. 75% REV Grant with Maximum Indebtedness of $2,574,000 calculated over a 20-year term but to be paid over 17 years on the Real Property and Tangible Personal Property taxes collected on the subject Property and Improvements beginning with the first year after the property has achieved substantial completion. 2. The maximum indebtedness shall be calculated based on the projected assessed value using the agreed-upon projected NOI for the parking garage, with maximum increase per year limited to the 10% maximum as allowed under Florida statute and agreed upon Construction Cost for the retail space totaling $4,330,700 as itemized in Exhibit 3. to this Term Sheet. 3. The DIA staff may approve a reduction in the projected NOI value based on changing market conditions of up to 10% with an accompanying pro rata reduction in the REV Grant Maximum Indebtedness. 4. The DIA Board may approve a reduction in the projected NOI value based on changing market conditions of greater than 10% but no more than 15% with an accompanying pro rata reduction in the REV Grant maximum indebtedness. Any reduction in actual projected Construction Cost of more than 15% shall result in the forfeiture of the REV Grant and Completion Grants.

Completion Grant:	6. Maximum Proceeds: Not to exceed $1,906,000. 7. Funding 1 in the amount of $872,000 to be earned and paid upon Substantial Completion of the Improvements. 8. Funding 2 in the amount of $189,600. For payment to be requested, a minimum of 60% of the Effective Gross Leasable Space must be under lease before payment may be requested. Request must be made not later than the second anniversary of the documented date of Substantial Completion or is forfeited. 9. Funding 3 in the amount of $844,400. For payment to be requested, a minimum of 100% of the Effective Gross Leasable Space must be under lease before payment may be requested. Request must be made not later than the second anniversary of the documented date of Substantial Completion or is forfeited. 10. Effective Gross Leasable Space for N5 totals 13,500 square feet of the Leasable Retail Space.

Redevelopment Agreement:	The Redevelopment Agreement will establish the essential terms of the incentives, funding, and each party's responsibility for maintenance of the easements granted in favor of the City, and other terms relevant to the development of the Property. The RDA will become effective upon its execution following approval by the City Council. Its terms will govern the rights and responsibilities of the parties throughout the term of the RDA.
Entitlements:	The City and the DIA will allocate all required entitlements for the Project, including Downtown Development Rights, and will timely process all required applications including, without limitation, Conceptual and Final DDRB Applications. Mobility Credits and Stormwater Credits will be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known.

Permits:	Developer / Applicant will be responsible for obtaining all building and other permits required for the Project.
Tiers System Commitments	In conjunction with approval for consideration of additional funding as Completion grants, Developer/Applicant hereby agrees to the following conditions or commitments, which funding amounts may be adjusted by an unlimited downward adjuster, and a 10% upward adjuster based on actual costs and values such that the total sum of the value of all conditions or commitments over 20 years is equal to 3% of the Minimum Private Capital Investment: 1. Permanent Easement in favor of the City for the Streetscape Easements to be executed simultaneous with request for initial funding on Completion grants.

	2. Developer/Applicant agrees to a minimum twenty-year park maintenance and programming budget approximately $11,450 annually, escalating at 3% per year, which will be more fully detailed in a table in the RDA (Maintenance activity to be coordinated with COJ Public Works, Programming activity to be coordinated with the COJ Parks Dept.). 3. Expenditures by Developer for these purposes shall be required as part of the Annual Report submitted to the DIA for review with compliance requirements. Staff hired by the Developer and all costs incurred in the facilitation of these obligations, shall be compensated, or incurred at commercially reasonable rates. 4. Developer will coordinate with the City to provide wayfinding signage within the public realm of all parcels to help visitors navigate between surrounding public areas such as the Riverfront Plaza, JWJ Park and Skyway, Rosa Parks Station, LaVilla Heritage Trail, and City Hall and the public access components of the project including the Porter House parks, Pearl Square, and all associated retail incorporating the branding guidelines color palette established for the district. 5. All other commitments as made by Developer in its Pearl Street Tiers Narrative 10.27.23 submission which will be captured as an exhibit to the redevelopment agreement.

Performance Schedule:	RDA EXECUTION– The Redevelopment Agreement will be entered into by Developer, DIA, and the City within thirty (30) days following the effective date of legislation authorizing the RDA. CONCEPTUAL DESIGN – A completed application shall be submitted to DDRB no later than June 1, 2024, for Conceptual Approval of the Project. FINAL DESIGN (including final DDRB approval) to be completed no later than December 31, 2024. INITIAL PERMITTING – Developer shall apply for all permits (including vertical building permits) necessary to commence construction and proceed without interruption to completion of the Project no later than February 28, 2025, and pursue the same with commercially reasonable diligence. COMMENCE CONSTRUCTION – Developer shall commence construction on Horizontal Improvements within 12 months following the effective date of legislation authorizing the RDA commence construction on Vertical Improvements within six months following commencement of Horizontal Improvements and then and proceed without material delay through completion. COMPLETION OF CONSTRUCTION - All improvements on the Property to be substantially completed within 24 (Twenty-four) months of commencement. The foregoing deadlines be subject to extensions of up to six (6) months granted by the DIA's CEO without additional City Council approval upon reasonable cause shown by Developer, or by force majeure. Such extension of the Commencement Date shall also apply to the date of Substantial Completion so that a single extension provided will apply to both simultaneously.

Additional terms and Conditions	1. All funding commitments other than the REV Grant are subject to further approvals by the COJ City Council. 2. Minimum Equity Requirement of $3,589,100 to be evidenced to the satisfaction of the DIA in its sole discretion prior to payment of any Completion Grant. 3. Tiers System Commitments not captured elsewhere: a. The garage is to be used primarily to service the parking needs of the related properties known as N4, N8, and N11 under common ownership. b. Minimum of one ground floor restaurant/bar that provides outdoor seating and extended hours including evenings beyond traditional office hours and on weekends, which shall open for business within 6 months of the outside date established for Substantial Completion. In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) days ("Restaurant Closure"); notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer. c. Demonstration of and adherence to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette, wayfinding signage and art installations. d. Developer will work with the City to create art installation to enhance the existing Lighthouse feature on the garage. e. The developer will host a community competition to select a local artist to design and/or install a new mural or other artistic installation on the iconic lighthouse tower. f. Installation of Enhanced lighting at a new pedestrian entrance to the parking garage and security cameras on the exterior of the building will increase safety. Sidewalk bulb-outs along Pearl Street will increase pedestrian safety crossing the street. g. In addition to the required City-standard bike racks, Developer will install at least one additional bike rack to promote cyclability. h. Adherence to all commitments as submitted in the Pearl Street Narrative dated October 27, 2023, with exceptions as captured herein. 4. Payment of Completion Grant Components related to LOST and Induced Taxes is subject to compliance with all terms and conditions as found in Resolution 2023-09-01 as approved by the DIA Board at its meeting held September 21, 2023 including but not limited to: a. Approval and adherence with Tiers System requirements (May be in

	aggregate with other projects exceeding minimum requirements and completed prior to N5). b. Approval by the DIA staff that executed leases submitted for calculation of leased space meet the definition of Retail as provided in Retail Enhancement Program guidelines with a minimum term of three years. c. Only tenants of street facing at ground level shall count towards the leased space calculations as required for Completion grant payout. d. Retail tenants shall not be eligible for future funding under any Retail Enhancement Program award. e. Property owner is required to collect and remit to the DIA copies of sales tax receipts remitted annually by the property owner and tenants (copies of form DR-15 or equivalent). Amounts that fall short of the cumulative expected payment in any given calendar year through year ten will be withheld from the REV payment applicable to the same calendar year (Exhibit 6 to this Term Sheet). Any such withholding will not affect the maximum REV Grant amount as approved and documented in the Redevelopment Agreement or other terms of that REV Grant including, but not limited to, the outside maturity date for payment. f. For these purposes, the recipient will begin the collection of DR-15 or other LOST payment information with the thirteenth month following final payout of the Completion Grant or similar funding mechanism as may be approved and earned following criteria established above. Collection and remittance of this information will be in proportion to the pro rata number of full months remaining in that calendar year, followed by nine full years of data collection and submission, and a final pro rata year with the remaining number of full months from the first year of submission.

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

Exhibit 1. The Property

Parcel	RE #	Street Address	Est SF	Est Acres	Current Owner
N5	074015 0000	721 Pearl St N	65,340	1.50	721 Pearl Garage LLC



Exhibit 2. – Minimum Private Capital

Development Costs	**$**	**12,593,400**
Acquisition	$	5,924,000
Minus: Years costs already included in budget	$	88,700
Construction Cost	**$**	**6,580,700**

Exhibit 3. – Estimated Taxable Value

Development Costs	**$**	**12,593,400**
Tenant Improvements	$	2,250,000
Minus: Years costs already included in budget	$	88,700
Minimum Private Capital	**$**	**10,254,700**

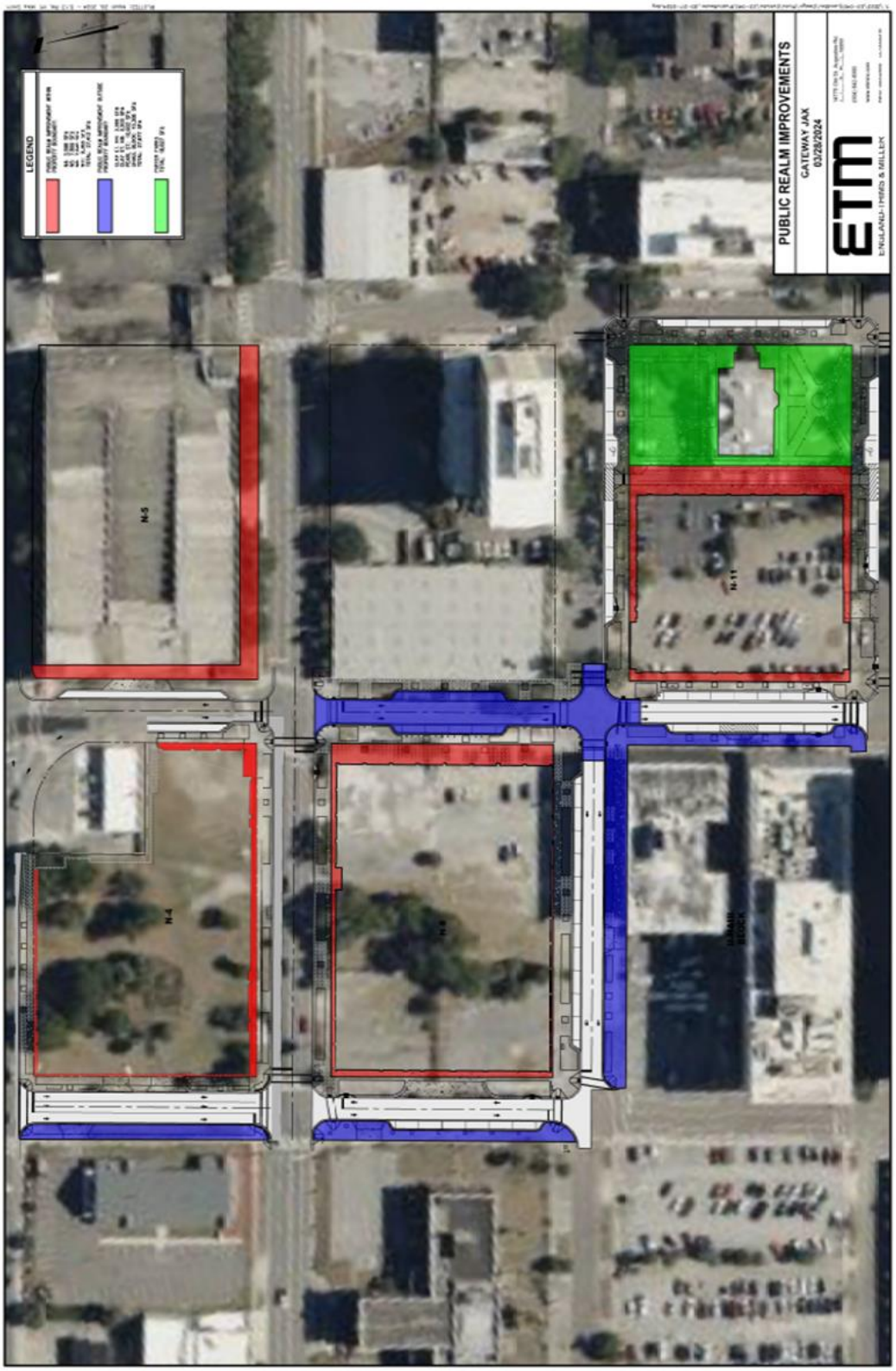
Target Value for Increased Valuation (NOI Approach)

	Units	Parking Ratio	Total Parking Demand	Minus: Parking On Site	Off Site Demand
N4	281	1.00	281	(73)	208
N8	535	1.00	535	(176)	359
N11	205	1.00	205	0	205
Total	**1,021**	**1.00**	**1,021**	**(249)**	**772**
N5 Monthly Parkers		*85%*	*Capture*		656
Transient Parking					34
Monthly Rate					125
Annual Revenue					1,035,000
Annual Income		*65%*	*Operating Margin*		672,750
Assessed Value		*7%*	*Cap Rate*		**9,610,714**

RENT ROLL					***Current $***	***2024 $***
	SF	**Term**	**Rent**	**CAM**	**TI**	**Full Service Gross Rent**
In-Line Retail	15,000	10 yrs	$35.00	$13.43	$150.00	$49.88
Total	**15,000**	**10 yrs**	**$35.00**	**$13.43**	**$150.00**	**$49.88**
Gross rent						$ 525,000
Vacancy	10.00%					$ (52,500)
Eff Gross						$ 472,500
Op Ex	35.00%					$ (165,375)
NOI						$ 307,125
Assessed Value	**7.00%**		***7.0%***	***Cap Rate***		**$ 4,387,500**

Total Projected Assessed Value	**$ 13,998,214**

Exhibit 4. – Public Realm Improvements



As depicted above, the blue streetscape colors indicate off-site improvements included in Tiers-related commitments. The red areas indicate areas on private property with Tiers-related commitments that will be subject to easements in favor of the city for the public benefit.

EXHIBIT 5 – RETAIL FRONTAGES (Approximate)

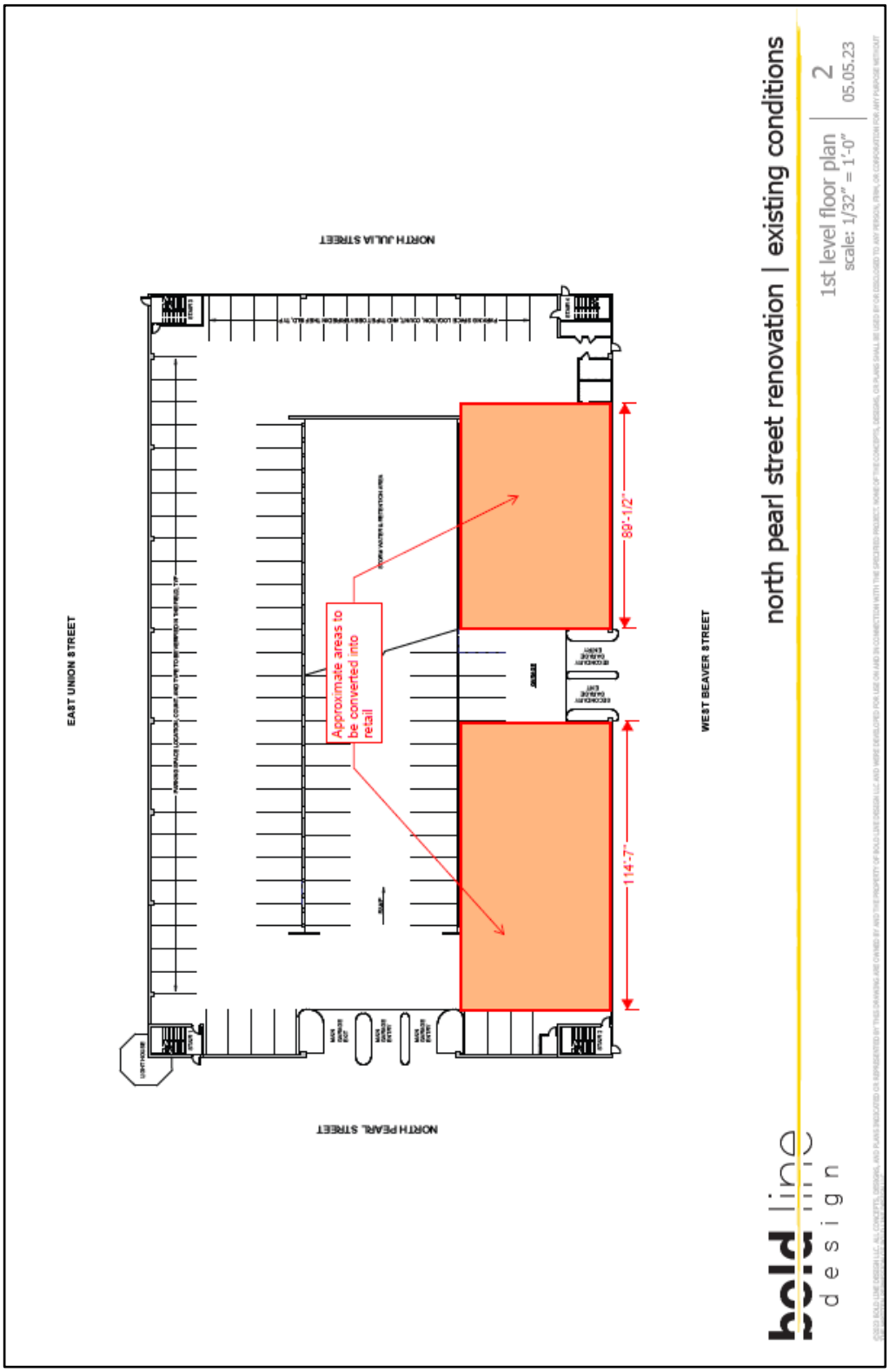


EXHIBIT 6 - Minimum Amounts to be Collected and Remitted

Should the following cumulative amounts from each table fail to be achieved in any given year, the shortfall will be deducted from the REV Grant payable in such year.

	LOST from F&B, Retail, and Comm'l Leases			
	If only 60% Lease Up Target is Met		If 100% Lease Up Target is Met	
YR	Annual	Cumulative	Annual	Cumulative
1	$ 37,433	$ 37,433	$ 62,389	$ 62,389
2	$ 38,182	$ 75,615	$ 63,636	$ 126,025
3	$ 38,946	$ 114,561	$ 64,909	$ 190,934
4	$ 39,724	$ 154,285	$ 66,207	$ 257,142
5	$ 40,519	$ 194,804	$ 67,532	$ 324,673
6	$ 41,329	$ 236,133	$ 68,882	$ 393,556
7	$ 42,156	$ 278,289	$ 70,260	$ 463,815
8	$ 42,999	$ 321,288	$ 71,665	$ 535,480
9	$ 43,859	$ 365,147	$ 73,098	$ 608,579
10	$ 44,736	$ 409,883	$ 74,560	$ 683,139
	$ 409,883		**$ 683,139**	

1 - The applicable table is determined by which tier of Completion Grant is paid out. If only the first installment of Completion Grant is paid out, this table does not apply. The 60% and 100% columns apply only if the second and third installments of the Completion Grant are paid out, respectively.

2 - Year 1 as shown in the table shall begin with the third full calendar year following substantial completion.

Exhibit 7 – Minimum Shade Requirements (To be provided)

Exhibit C to Resolution 2024-04-12

Gateway Jax – Pearl Street District

N8 Building Term Sheet

Developer/ Applicant:	606 Pearl St LLC, Beaver Branch LLC (or other entity formed by Gateway Companies, LLC for the development or ownership of the subject property where it, or its principles, have controlling interest).
The Property:	Denoted as N8 on master development maps, includes approximately 64,977 square feet (1.49 acres) of land bounded by Beaver Street to the north, Pearl Street to the east, Ashley Street to the south, and N Clay Street to the west inclusive of parcel RE#s 074276 0000, 074277 0000, 074278 0000, 074279 0000, 074280 0000, 074282 0000, 074283 0000, 074284 0000, 074285 0000 as identified in Exhibit 1. to this Term Sheet.
The Project:	On the Property developer shall design and construct the subject property (the "Project") to include the following (all dimensions and counts are approximate unless stated otherwise): 1. Proposed building with a minimum of 21 floors made entirely of concrete construction to be occupied for mixed residential and retail uses. 2. Residential Units: 535 residential units proposed with mix comprised of: a) 86 - Studio units (No fewer than 68 units) b) 242 - 1 BR units (No fewer than 193 units) c) 66 - 2 BR units (No fewer than 59 units) d) 141 – Short Term Rental (No fewer than 126 units) e) No fewer than 508 total unit count minimum. f) Gross square footage proposed of 439,525 sf, and leasable square footage of 352,660 sf, may each adjust downward in final design by not more than 10% to remain within compliance, with no limit on upward adjustment. g) Amenities include a club room, fitness center, coworking space, outdoor pool, and deck that may be restricted for the exclusive use of the residents. h) Amenity areas include co-working spaces and meeting rooms, allowing the building to adapt to changing work trends. Short-term rentals are incorporated in response to changing demand for flexible living arrangements post-COVID and the popularity of remote work. 3. Trees and building canopies in the public realm provide for a shade coverage for 50%, exceeding the requirement of 40%, to promote heat resiliency, or such higher percentage as may be approved by the DDRB in its final approval as found in Exhibit 7.

	4. Retail Space: a) Approximately 30,000 sf of ground floor Leasable Retail Space, may adjust downward in final design by not more than 10% to remain within compliance, with no limit on upward adjustment. b) Retail Frontages at the ground level proposed totaling 750 aggregate linear feet (see Exhibit 5 to this Term Sheet) Total aggregate Retail Frontage may not adjust downward more than 10%. i. Retail space must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the compliance period to maintain eligibility for Rev payment, which shall open for business within 6 months of the outside date established for Substantial Completion. In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) days ("Restaurant Closure"); notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer. 5. Pearl Square – In conjunction with the development of the N8 parcels, Developer commits to the completion of Pearl Square designed to host destination placemaking programming such as farmers markets, art festivals and pop-up events that can spill into the curbless street. 6. Applicant commits to a Minimum Private Capital investment of $215,697,000 based on development budget of $242,047,000, presented to the DIA inclusive of land valued at $1,585,200, and exclusive of tenant improvements, marketing costs, leasing commissions, property management start-up costs, development fee, financing costs, and Years' table costs included in the overall development cost totaling $2,946,000 as further itemized in Exhibit 2. to this Term Sheet. If there is a downward adjustment in the Construction Cost approved pursuant to the REV Grant section, the Minimum Private Capital investment shall also be adjusted downward by a pro rata equivalent.

Design:	1. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code as well as the DDRB's development guidelines and approvals, except as may otherwise be approved by the DDRB and allowed by code. 2. The Developer/Applicant will meet with the City's Chief Resilience Officer to discuss the project and identify any applicable resiliency features that may be applicable to the project.
REV Grant:	1. 75% REV Grant with Maximum Indebtedness of $33,888,000 calculated over a 20-year term but to be paid over 17 years on the Real Property and Tangible Personal Property taxes collected on the subject Property and Improvements beginning with the first year after the property has achieved substantial completion. 2. The maximum indebtedness shall be calculated based on the projected assessed value using the agreed-upon private Construction Cost of $196,416,000 equaling Development Cost as provided by the Applicant totaling $242,047,000 less land, development fee, tenant improvements, FF&E, insurance and title, construction management fee, Years' table costs included in the budget, and other costs all totaling $45,630,600 as itemized in Exhibit 3. to this Term Sheet. 3. The DIA staff may approve a reduction in the projected Construction Cost of up to 10% with an accompanying pro rata reduction in the REV Grant Maximum Indebtedness. 4. The DIA Board may approve a reduction in projected Construction Cost greater than 10% but no more than 15% with an accompanying pro rata reduction in the REV Grant maximum indebtedness. Any reduction in actual projected Construction Cost of more than 15% shall result in the forfeiture of the REV Grant and Completion Grants in their entirety.
Completion Grant:	1. Maximum Proceeds: Not to exceed $25,557,000. 2. Funding 1 in the amount of $10,155,000 to be earned and paid upon Substantial Completion of the Improvements. 3. Funding 2 in the amount of $9,241,200. For payment to be requested, a minimum of 60% of the Effective Gross Leasable Space must be under lease before payment be requested. Request must be made not later than the second anniversary of the documented date of Substantial Completion or is forfeited. 4. Funding 3 in the amount of $6,160,800. For payment to be requested, a minimum of 100% of the Effective Gross Leasable Space must be under lease before payment may be requested. Request must be made not later than the second anniversary of the documented date

	of Substantial Completion or is forfeited. 5. Effective Gross Leasable Space for N4 totals 27,000 square feet of the Leasable Retail Space.

Redevelopment Agreement:	The Redevelopment Agreement will establish the essential terms of the incentives, funding, and each party's responsibility for maintenance of the easements granted in favor of the City, and other terms relevant to the development of the Property. The RDA will become effective upon its execution following approval by the City Council. Its terms will govern the rights and responsibilities of the parties throughout the term of the RDA.
Entitlements:	The City and the DIA will allocate all required entitlements for the Project, including Downtown Development Rights, and will timely process all required applications including, without limitation, Conceptual and Final DDRB Applications. Mobility Credits and Stormwater Credits will be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known.

Permits:	Developer / Applicant will be responsible for obtaining all building and other permits required for the Project.
Tiers System Commitments	In conjunction with approval for consideration of additional funding as Completion Grants, Developer/Applicant hereby agrees to the following conditions or commitments, which funding amounts may be adjusted by an unlimited downward adjuster, and a 10% upward adjuster based on actual costs and values such that the total sum of the value of all conditions or commitments over 20 years is equal to 3% of the Minimum Private Capital Investment: 1. Contribution of approximately $2,740,000 towards the development of Pearl Square with design elements approved by DDRB and installation coordinated with COJ Public Works with all work to be undertaken and completed by Developer prior to the date of Substantial Completion. 2. Contribution of approximately $375,000 towards the Pearl Streetscape improvements with design coordinated with COJ Public Works and with approval by DDRB in compliance with Downtown overlay Zone requirements. All work to be undertaken and completed by Developer prior to the date of Substantial Completion. 3. Contribution of approximately $485,000 towards the Ashley Streetscape improvements (which are located on private land; or if on public right of way, not immediately adjacent to the N4 Property) with design coordinated with COJ Public Works and with approval by DDRB in compliance with Downtown overlay Zone requirements. All work to be undertaken and completed by Developer prior to the date of Substantial Completion. 4. Contribution of approximately $305,000 towards the Clay Streetscape

	improvements with design coordinated with COJ Public Works and with approval by DDRB in compliance with Downtown Overlay Zone requirements. All work to be undertaken and completed by Developer prior to the date of Substantial Completion. 5. Permanent Easement in favor of the City for the Streetscape Easements to be executed simultaneous with request for initial funding on Completion Grants. 6. Collection of a 1% discretionary hospitality tax on the short-term rental units. 7. Developer/Applicant agrees to a minimum twenty-year park maintenance and programming budget of approximately $34,700 annually, escalating at 3% per, which will be more fully detailed in a table in the RDA (Maintenance activity to be coordinated with COJ Public Works, Programming activity to be coordinated with the COJ Parks Dept.). 8. Expenditures by Developer for these purposes shall be required as part of the Annual Report submitted to the DIA for review with compliance requirements. Staff hired by the Developer and all costs incurred in the facilitation of these obligations, shall be compensated, or incurred at commercially reasonable rates. 9. Developer will coordinate with the City to provide wayfinding signage within the public realm of all parcels to help visitors navigate between surrounding public areas such as the Riverfront Plaza, JWJ Park and Skyway, Rosa Parks Station, LaVilla Heritage Trail, and City Hall and the public access components of the project including the Porter House parks, Pearl Square, and all associated retail incorporating the branding guidelines color palette established for the district. 10. All other commitments as made by Developer in its Pearl Street Tiers Narrative 10.27.23 submission which will be captured as an exhibit to the redevelopment agreement.

Performance Schedule:	RDA EXECUTION– The Redevelopment Agreement will be entered into by Developer, DIA, and the City within thirty (30) days following the effective date of legislation authorizing the RDA. INITIAL PERMITTING – Developer shall apply for all permits (including vertical building permits) necessary to commence construction and proceed without interruption to completion of the Project no later than October 31, 2024, and pursue the same with commercially reasonable diligence. COMMENCE CONSTRUCTION – Developer shall commence construction on Horizontal Improvements within 8 months following the effective date of legislation authorizing the RDA and commence construction on Vertical Improvements within six months following commencement of Horizontal Improvements and then proceed without material delay through completion. COMPLETION OF CONSTRUCTION - All improvements on the Property to be substantially completed within 35 (Thirty-five) months of commencement. The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's CEO without additional City Council approval upon reasonable cause shown by Developer, or by force majeure. Such extension of the Commencement Date shall also apply to the date of Substantial Completion so that a single extension provided will apply to both simultaneously.
Additional terms and Conditions	1. All funding commitments other than the REV Grant are subject to further approval by the COJ City Council. 2. Minimum Equity Requirement of $43,139,400 to be evidenced to the satisfaction of the DIA in its sole discretion prior to payment of any Completion Grant. 3. Developer agrees to establish a Discretionary Hospitality Tax equal to 1% of revenue to be collected and remitted on Short-Term Rentals each year through the 20th tax year following Substantial Completion. 4. Should cumulative amounts collected through Local Option Sales Tax (1%), Tourist Development Tax (6%), and discretionary Hospitality Tax (1%) for the Short-Term Rental units fall short of the cumulative expected payment in any given calendar year through year twenty, as shown in Exhibit 6, an amount equal to such difference will be withheld from the REV payment applicable to the same calendar year. Any such withholding will not affect the maximum REV Grant amount as approved and documented in the

	Redevelopment Agreement or other terms of that REV Grant including, but not limited to, the outside maturity date for payment. 5. Tiers System Commitments not captured elsewhere: a. The majority of the parking demand generated by the project is to be fulfilled at the offsite garage located at N5, the "Lighthouse Garage" under common ownership, at 0.57 spaces per unit. b. To demonstrate and maintain resiliency features, Developer commits to the entire building to utilize concrete construction, contributing to flood and wind resiliency, and allowing for any floor of the building to be adaptively re-used in the future. Trees and building canopies in the public realm provide for a shade coverage for 65%, exceeding the requirement of 40%, to promote heat resiliency. Amenity areas include co-working spaces and meeting rooms, allowing the building to adapt to changing work trends. Short-term rentals are incorporated in response to the changing demand for flexible living arrangements post-COVID and the popularity of remote work. c. Minimum of one ground floor restaurant/bar that provides outdoor seating and extended hours including evenings beyond traditional office hours and on weekends, which shall open for business within 6 months of the outside date established for Substantial Completion. In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) days ("Restaurant Closure"); notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer. d. Demonstration of and adherence to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette, wayfinding signage and art installations. e. Fulfillment of the development component known as "deliver Pearl Square, which is designed to host destination placemaking programming such as farmers markets, art festivals and pop-up events that can spill into the curbless street. f. Property will broaden the diversity of hospitality offerings with no fewer than 135 fully furnished, short-term rental units including full kitchens and appliances and flexible leasing schedules that afford access to all building amenities. g. Installation of enhanced lighting beyond minimum requirements above the residential lobby entrance and security cameras on the exterior of the building and sidewalk bulb-outs along Ashley Street and a table-topped intersection at Ashley Street will increase pedestrian safety crossing Ashley and Pearl Streets. h. In addition to the required City-standard bike racks, Developer will install at least one additional bike rack to promote cyclability.

	i. Adherence to all commitments as submitted in the Pearl Street Narrative dated October 27, 2023, with exceptions as captured herein. 6. Payment of Completion Grant Components related to LOST and Induced Taxes is subject to compliance with all terms and conditions as found in Resolution 2023-09-01 as approved by the DIA Board at its meeting held September 21, 2023 including but not limited to: a. Approval and adherence with Tiers System requirements. b. Approval by the DIA staff that executed leases submitted for calculation of leased space meet the definition of Retail as provided in Retail Enhancement Program guidelines with a minimum term of three years. c. Only tenants of street facing at ground level shall count towards the leased space calculations as required for Completion Grant payout. d. Retail tenants shall not be eligible for future funding under any Retail Enhancement Program award. e. Property owner is required to collect and remit to the DIA copies of sales tax receipts remitted annually by the property owner and tenants (copies of form DR-15 or equivalent). f. Amounts that fall short of the cumulative expected payment in any given calendar year through year ten as shown in Exhibit 6. will be withheld from the REV payment applicable to the same calendar year. Any such withholding will not affect the maximum REV Grant amount as approved and documented in the Redevelopment Agreement or other terms of that REV Grant including, but not limited to, the outside maturity date for payment. g. For these purposes, the recipient will begin the collection of DR-15 or other LOST payment information with the thirteenth month following final payout of the Completion Grant or similar funding mechanism as may be approved and earned following criteria established above. Collection and remittance of this information will be in proportion to the pro rata number of full months remaining in that calendar year, followed by nine full years of data collection and submission, and a final pro rata year with the remaining number of full months from the first year of submission.

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

Exhibit 1. The Property

	RE#	Street Address	App SF	App Acres	Current Owner
N8	074276 0000	0 Ashley St W	10,139	0.23	606 Pearl St LLC
N8	074277 0000	0 Ashley St W	5,512	0.13	606 Pearl St LLC
N8	074278 0000	0 Ashley St W	2,756	0.06	607 Pearl St LLC
N8	074279 0000	0 Ashley St W	2,756	0.06	606 Pearl St LLC
N8	074280 0000	606 Pearl St	22,050	0.51	606 Pearl St LLC
N8	074282 0000	434 Beaver St W	11,025	0.25	606 Pearl St LLC
N8	074283 0000	420 Beaver St W	2,614	0.06	Beaver Branch LLC
N8	074284 0000	418 W Beaver St	2,613	0.06	Beaver Branch LLC
N8	074285 0000	0 Beaver St W	5,512	0.13	606 Pearl St LLC
			64,977	1.49	



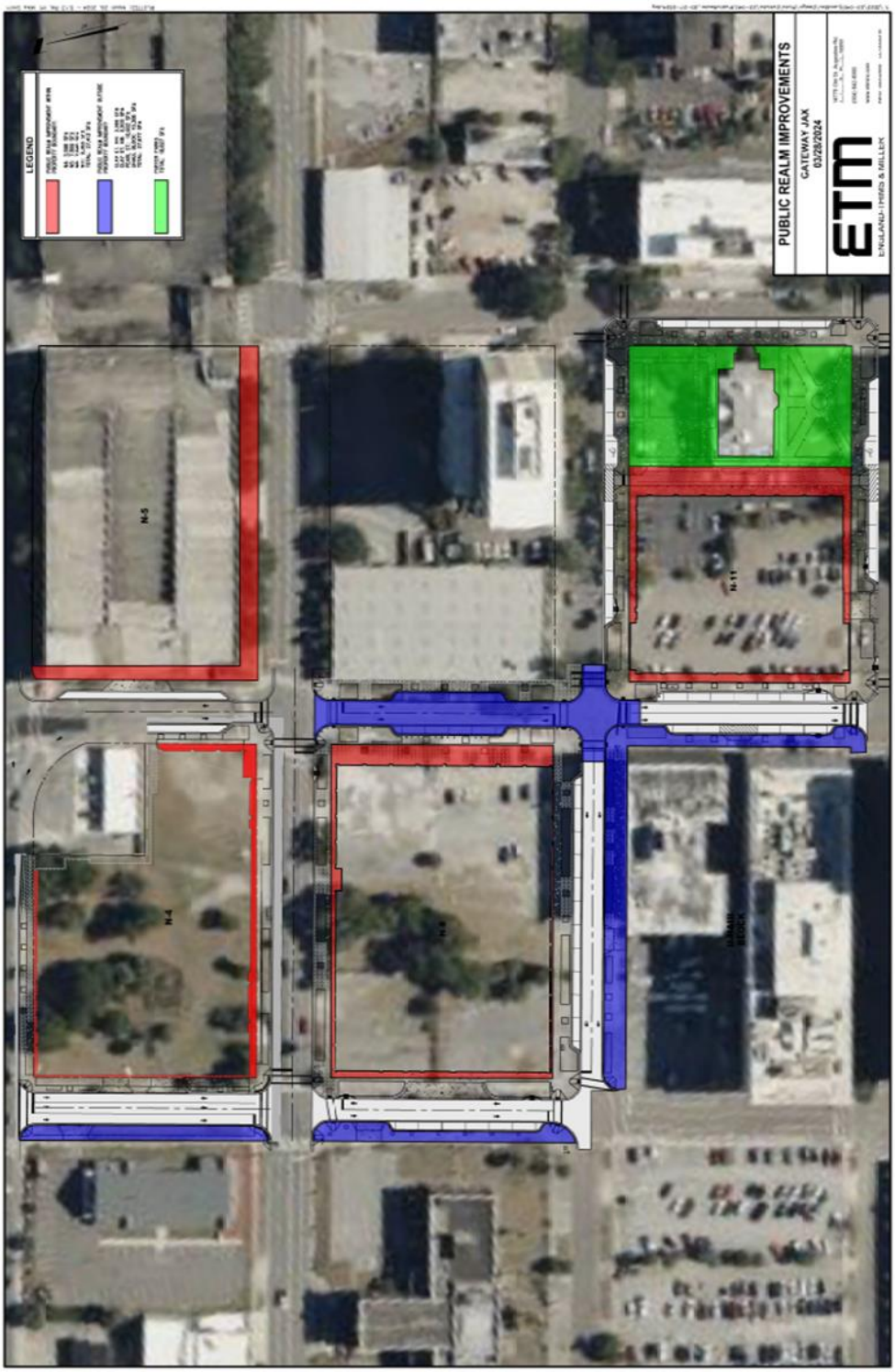
Exhibit 2. – Minimum Private Capital

Development Costs	**$**	**242,047,000**
TI's & LLW	$	11,131,000
Marketing costs	$	971,000
Leasing Commissions	$	1,387,000
Property management startup costs	$	555,000
Ownership Expenses	$	111,000
Development Fee	$	9,249,000
Minus: Years costs already included in budget	$	2,946,000
MINIMUM PRIVATE CAPITAL	**$**	**215,697,000**

Exhibit 3. – Construction Cost

Development Costs	**$**	**242,046,600**
Land Costs	$	1,585,200
TI's & LLW	$	11,131,500
Other Hard Costs	$	7,599,200
Surveys, testing, appraisals & inspections	$	832,500
Permits, licenses, bonds & fees	$	1,387,500
Insurance and title	$	3,755,800
Property taxes during development	$	118,500
Utilities during development	$	555,000
Legal and accounting	$	444,000
Marketing costs	$	971,200
Leasing Commissions	$	1,386,900
Property management startup costs	$	555,000
Construction management fee	$	1,110,000
Ownership Expenses	$	111,000
Master Plan A&E	$	446,200
Development Fee	$	9,248,500
Soft cost contingency	$	1,446,400
Minus: Years costs already included in budget	$	2,946,200
Construction Costs	**$**	**196,416,000**

Exhibit 4. – Public Realm Improvements



As depicted above, the blue streetscape colors indicate off-site improvements included in Tiers-related commitments. The red areas indicate areas on private property with Tiers-related commitments that will be subject to easements in favor of the city for the public benefit.

Exhibit 5 – Retail Frontages (To be adjusted)

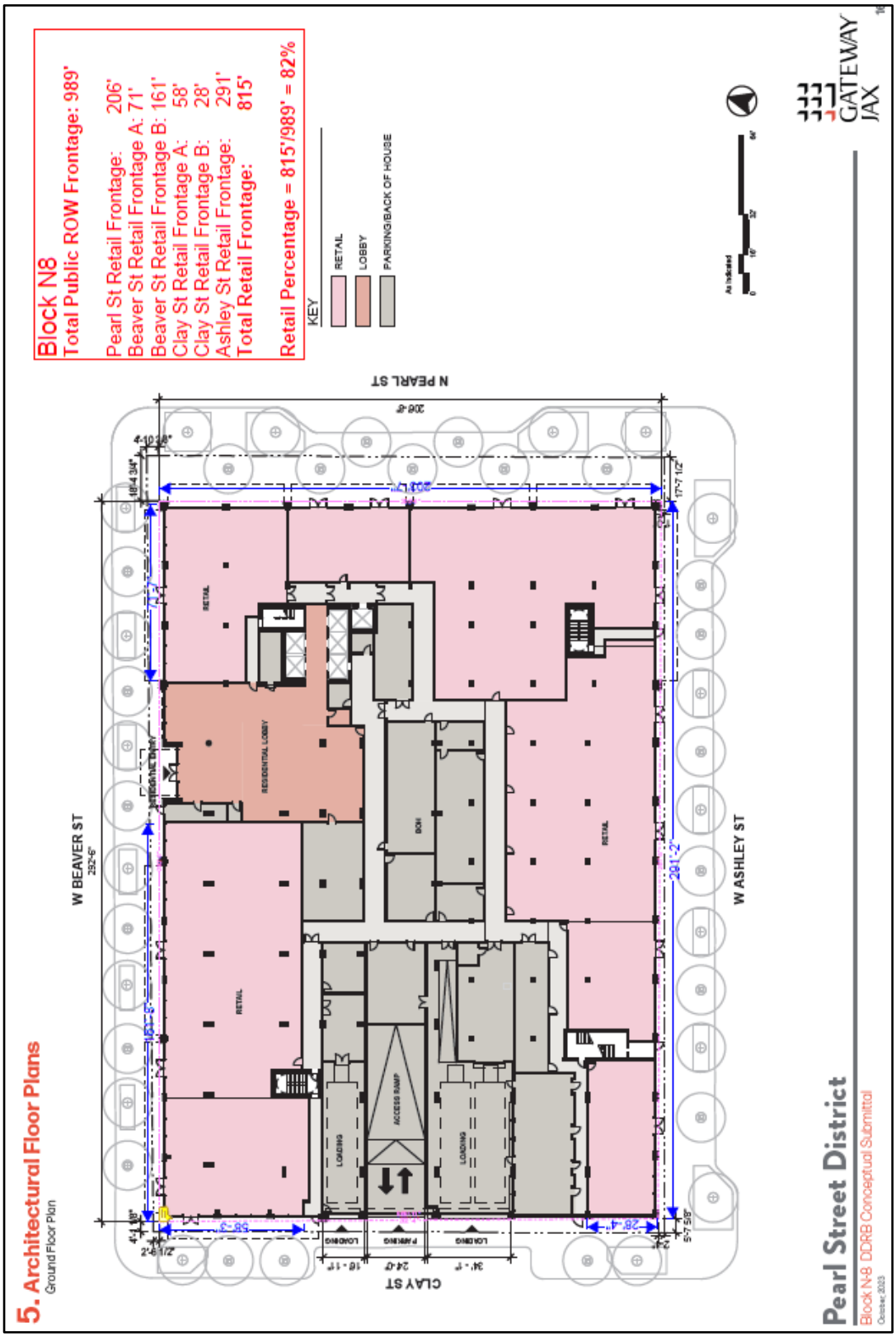


Exhibit 6 – Minimum Amounts to be Collected and Remitted

Should the following cumulative amounts from each table fail to be achieved in any given year, the shortfall will be deducted from the REV Grant payable in such year.

YR	Short Term Rental LOST, TDT, and Disc. Hosp Tax	
	Annual	Cumulative
1	$ 463,502	$ 463,502
2	$ 472,772	$ 936,275
3	$ 482,228	$ 1,418,502
4	$ 491,872	$ 1,910,375
5	$ 501,710	$ 2,412,084
6	$ 511,744	$ 2,923,828
7	$ 521,979	$ 3,445,807
8	$ 532,418	$ 3,978,225
9	$ 543,067	$ 4,521,292
10	$ 553,928	$ 5,075,220
11	$ 565,007	$ 5,640,227
12	$ 576,307	$ 6,216,534
13	$ 587,833	$ 6,804,367
14	$ 599,590	$ 7,403,956
15	$ 611,581	$ 8,015,538
16	$ 623,813	$ 8,639,351
17	$ 636,289	$ 9,275,640
18	$ 649,015	$ 9,924,655
19	$ 661,995	$ 10,586,650
20	$ 675,235	$ 11,261,886
Total	**$ 11,261,886**	

	LOST from F&B, Retail, and Comm'l Leases			
	If only 60% Lease Up Target is Met		If 100% Lease Up Target is Met	
	Annual	Cumulative	Annual	Cumulative
YR	$ 76,552	$ 76,552	$ 127,587	$ 127,587
1	$ 78,083	$ 154,636	$ 130,139	$ 257,726
2	$ 79,645	$ 234,281	$ 132,742	$ 390,468
3	$ 81,238	$ 315,519	$ 135,397	$ 525,865
4	$ 82,863	$ 398,381	$ 138,105	$ 663,969
5	$ 84,520	$ 482,901	$ 140,867	$ 804,836
6	$ 86,210	$ 569,112	$ 143,684	$ 948,520
7	$ 87,935	$ 657,046	$ 146,558	$ 1,095,077
8	$ 89,693	$ 746,740	$ 149,489	$ 1,244,566
9	$ 91,487	$ 838,227	$ 152,479	$ 1,397,045
10	**$ 838,227**		**$ 1,397,045**	

1 - The applicable table is determined by which tier of Completion Grant is paid out. If only the first installment of Completion Grant is paid out, this table does not apply. The 60% and 100% columns apply only if the second and third installments of the Completion Grant are paid out, respectively.

2 - Year 1 as shown in the table shall begin with the third full calendar year following substantial completion.

Exhibit 7 – Minimum Shade Requirements

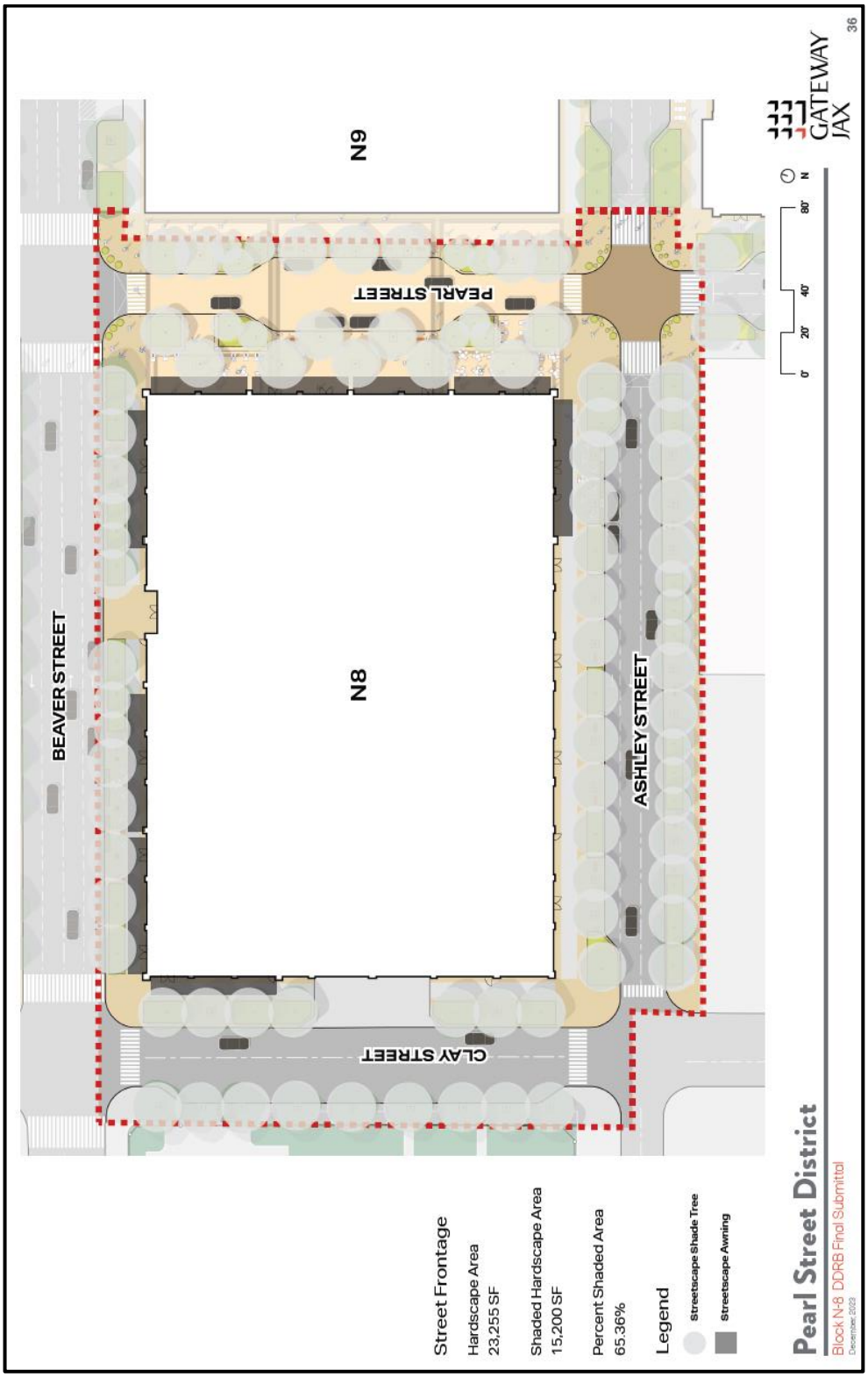


Exhibit D to Resolution 2024-04-12

Gateway Jax – Pearl Street District

N11 Building Term Sheet

Developer/ Applicant:	Jax Porter LLC (or other entity formed by Gateway Companies, LLC for the development or ownership of the subject property where it, or its principles, have controlling interest).
The Property:	Denoted as N11 on master development maps, includes approximately 44,519 square feet (1.02 acres) of land bounded by W Ashley Street to the north, the Porter Mansion property to the east, W Church Street to the south, and N Pearl Street to the west inclusive of parcel RE#s 073847 0000, 073847 0100, 073851 0010 as identified in Exhibit 1. to this Term Sheet.
The Project:	On the Property developer shall design and construct the subject property (the "Project") to include the following (all dimensions and counts are approximate unless stated otherwise): 1. Proposed building with a minimum of 6 floors to be occupied for mixed residential and retail uses. 2. Residential Units: 205 residential units proposed with mix comprised of: a) 44 - Studio units (No fewer than 35 units) b) 137 - 1 BR units (No fewer than 109 units) c) 24 - 2 BR units (No fewer than 21 units) d) No fewer than 194 total unit count minimum. e) Gross square footage proposed of 167,032 sf, and leasable square footage of 136,924 sf, may each adjust downward in final design by not more than 10% to remain within compliance, with no limit on upward adjustment. f) Amenities include a club room, fitness center, and deck that may be restricted for the exclusive use of the residents. Workspaces are incorporated into various units throughout the project, allowing the building to adapt to changing work trends. 3. The first two levels are to provide concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage for 50%, exceeding the requirement of 40%, to promote heat resiliency, or such higher percentage as may be approved by the DDRB in its final approval as found in Exhibit 7. 4. Retail Space: a) Approximately 21,333 sf of ground floor Leasable Retail Space, may adjust downward in final design by not more than 10% to remain within compliance, with no limit on upward adjustment.

	b) Street facing Retail Frontages at the ground level proposed totaling 325 linear feet (see Exhibit 5 to this Term Sheet): i. Total aggregate Retail Frontage may not adjust downward more than 10%. ii. Retail space must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the compliance period to maintain eligibility for REV payment, which shall open for business within 6 months of the outside date established for Substantial Completion. In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) days ("Restaurant Closure"); notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer. 5. Porter House Park – Property north and south of the Porter House Mansion located at 510 Julia Street are to be converted to park space providing public access via non-exclusive easement to the City of Jacksonville which will support both casual use and smaller programming such as outdoor fitness and recreation. The 8,058 sf parcel with RE# 073851 0000 and address of 0 Ashley Street located on the north side of the Porter mansion shall be included, along with approximately 5,600 sf and the southernmost portion of the parcel with RE# 073849 0005 and address of 510 Julia Street will also be included in the creation of Porter House Park. The remainder of Porter House Park will include property on the eastern portion of the subject N11 development parcels to connect the north and south components of Porter House Park by the creation of a public plaza experience with expansive outdoor dining facing the park. As shown in Exhibit 4, the total Porter House Park dimension is estimated at 18,150 square feet and shall not deviate downward by more than 10%. 6. Applicant commits to a Minimum Private Capital investment of $58,208,000 based on development budget of approximately $66,184,500, presented to the DIA inclusive of land valued at $1,542,712, and exclusive of tenant improvements, marketing costs, leasing commissions, property management start-up costs, development fee, financing costs, and Years' table costs included in the overall development cost totaling $774,581 as further itemized in Exhibit 2. to this Term Sheet. If there is a downward adjustment in the Construction Cost approved pursuant to the REV Grant section, the Minimum Private Capital investment shall also be adjusted downward by a pro rata equivalent.

Design:	1. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code as well as the DDRB's development guidelines and approvals, except as may otherwise be approved by the DDRB and allowed by code. 2. The Developer/Applicant will meet with the City's Chief Resilience Officer to discuss the project and identify any applicable resiliency features that may be applicable to the project.
REV Grant:	1. 75% REV Grant with Maximum Indebtedness of $9,061,000 calculated over a 20-year term but to be paid over 17 years on the Real Property and Tangible Personal Property taxes collected on the subject Property and Improvements beginning with the first year after the property has achieved substantial completion. 2. The maximum indebtedness shall be calculated based on the projected assessed value using the agreed-upon private Construction Cost of $51,639,000 equaling Development Cost as provided by the Applicant totaling approximately $66,184,500 less land, development fee, tenant improvements, FF&E, insurance and title, construction management fee, Years' table costs included in the budget, and other costs all totaling approximately $14,546,000 as itemized in Exhibit 3. to this Term Sheet. 3. The DIA staff may approve a reduction in the projected Construction Cost of up to 10% with an accompanying pro rata reduction in the REV Grant Maximum Indebtedness. 4. The DIA Board may approve a reduction in projected Construction Cost greater than 10% but no more than 15% with an accompanying pro rata reduction in the REV Grant maximum indebtedness. Any reduction in actual projected Construction Cost of more than 15% shall result in the forfeiture of the REV Grant and Completion Grants in their entirety.
Completion Grant:	1. Maximum Proceeds: Not to exceed $4,639,000. 2. Funding 1 in the amount of $2,704,000 to be earned and paid upon Substantial Completion of the Improvements. 3. Funding 2 in the amount of $1,161,000. For payment to be requested, a minimum of 60% of the Effective Gross Leased Space must be under lease before payment may be requested. Request must be made not later than the second anniversary of the documented date of Substantial Completion or is forfeited. 4. Funding #3 in the amount of $774,000. For payment to be requested, a minimum of 100% of the Effective Gross Leased Space must be under lease before payment may be requested. Request must be made not later than the second anniversary of the documented date

	of Substantial Completion or is forfeited. 5. Effective Gross Leased Space for N11 totals 19,200 square feet of the Leasable Retail Space.

Redevelopment Agreement:	The Redevelopment Agreement will establish the essential terms of the incentives, funding, and each party's responsibility for maintenance of the easements granted in favor of the City, and other terms relevant to the development of the Property. The RDA will become effective upon its execution following approval by the City Council. Its terms will govern the rights and responsibilities of the parties throughout the term of the RDA.
Entitlements:	The City and the DIA will allocate all required entitlements for the Project, including Downtown Development Rights, and will timely process all required applications including, without limitation, Conceptual and Final DDRB Applications. Mobility Credits and Stormwater Credits will be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known.

Permits:	Developer / Applicant will be responsible for obtaining all building and other permits required for the Project.
Tiers System Commitments	In conjunction with approval for consideration of additional funding as Completion Grants, Developer/Applicant hereby agrees to the following conditions or commitments, which funding amounts may be adjusted by an unlimited downward adjuster, and a 10% upward adjuster based on actual costs and values such that the total sum of the value of all conditions or commitments over 20 years is equal to 3% of the Minimum Private Capital Investment: 1. Contribution of approximately $1,012,500 towards the development of Porter House Parks with design elements coordinated with the COJ Parks department and all work to be undertaken and completed by Developer prior to the date of Substantial Completion of the N11 Improvements. 2. 20-Year Easement in favor of the City for the Porter House Parks improvements to be executed simultaneous with request for initial funding on Completion Grants, subject to the following: a. Hours of public access and reasonable rules and regulations shall be designated by Developer/Applicant in consultation with COJ Parks Department b. Developer to coordinate with the Parks Department, Cultural Council, and placemaking initiatives on programming in Pearl Square and the Porter House Park. c. Easement shall not include anticipated private outdoor dining

	zones for adjacent restaurant tenants, anticipated commercial structures or kiosks on the north park, or any parking spaces on the north-south private drive. 3. Permanent Easement in favor of the City for the Streetscape Easements to be executed simultaneous with request for initial funding on Completion Grants. 4. Developer/Applicant agrees to a minimum twenty-year park maintenance and programming budget of approximately $8,700 annually, escalating at 3% per year, which will be more fully detailed in a table in the RDA (Maintenance activity to be coordinated with COJ Public Works, Programming activity to be coordinated with the COJ Parks Dept.). 5. Expenditures by Developer for these purposes shall be required as part of the Annual Report submitted to the DIA for review with compliance requirements. Staff hired by the Developer and all costs incurred in the facilitation of these obligations, shall be compensated, or incurred at commercially reasonable rates. 6. Developer will coordinate with the City to provide wayfinding signage within the public realm of all parcels to help visitors navigate between surrounding public areas such as the Riverfront Plaza, JWJ Park and Skyway, Rosa Parks Station, LaVilla Heritage Trail, and City Hall and the public access components of the project including the Porter House parks, Pearl Square, and all associated retail incorporating the branding guidelines color palette established for the district. 7. All other commitments as made by Developer in its Pearl Street Tiers Narrative 10.27.23 submission which will be captured as an exhibit to the redevelopment agreement.

Performance Schedule:	RDA EXECUTION– The Redevelopment Agreement will be entered into by Developer, DIA, and the City within thirty (30) days following the effective date of legislation authorizing the RDA. INITIAL PERMITTING – Developer shall apply for all permits necessary to commence construction (including vertical building permits) and proceed without interruption to completion of the Project no later than August 31, 2024, and pursue the same with commercially reasonable diligence. COMMENCE CONSTRUCTION – Developer shall commence construction on Horizontal Improvements within 6 months following the effective date of legislation authorizing the RDA and commence construction on Vertical Improvements within six months following commencement of Horizontal Improvements and then proceed without material delay through completion. COMPLETION OF CONSTRUCTION - All improvements on the Property, including Porter House Park Improvements, to be substantially completed within 24 (Twenty-four) months of commencement. The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's CEO without additional City Council approval upon reasonable cause shown by Developer, or by force majeure. Such extension of the Commencement Date shall also apply to the date of Substantial Completion so that a single extension provided will apply to both simultaneously.

Additional Terms and Conditions	1. All funding commitments other than the REV Grant are subject to further approval by the COJ City Council. 2. Minimum Equity Requirement of $11,641,600 to be evidenced to the satisfaction of the DIA in its sole discretion prior to payment of any Completion Grant. 3. Tiers System Commitments not captured elsewhere: a. The majority of the parking demand generated by the project is to be fulfilled at the offsite garage located at N5, the "Lighthouse Garage" under common ownership, at 0.85 spaces per unit. b. To demonstrate and maintain resiliency features, Developer commits to first two levels of concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage for 50%, exceeding the requirement of 40%, to promote heat resiliency. c. Minimum of one ground floor restaurant/bar that provides outdoor seating and extended hours including evenings beyond traditional office hours and on weekends, which shall open for business within 6 months of the outside date established for Substantial Completion. In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) days ("Restaurant Closure"); notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer. d. Demonstration of and adherence to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette, wayfinding signage and art installations. e. Provide improvements for outdoor dining alternatives along the eastern side of the property to expand the restaurant footprint of the Porter House restaurant space and to include outdoor dining options facing the Porter House Park. f. Installation of enhanced lighting beyond minimum requirements above the residential lobby entrance and security cameras on the exterior of the building and sidewalk bulb-outs along Ashley Street and a table-topped intersection at Pearl Street will increase pedestrian safety crossing Pearl Street. g. Developer will improve the public realm fronting third-party property to bring it into compliance with Downtown Overlay guidelines along Pearl Street across from N11. h. In addition to the required City-standard bike racks, Developer will install at least one additional bike rack to promote cyclability. i. Adherence to all commitments as submitted in the Pearl Street Narrative dated October 27, 2023, with exceptions as captured

	herein. 4. Payment of Completion Grant Components related to LOST and Induced Taxes is subject to compliance with all terms and conditions as found in Resolution 2023-09-01 as approved by the DIA Board at its meeting held September 21, 2023, including but not limited to: a. Approval and adherence with Tiers System requirements. b. Approval by the DIA staff that executed leases submitted for calculation of leased space meet the definition of Retail as provided in Retail Enhancement Program guidelines with a minimum term of three years. c. Only tenants of street facing at ground level shall count towards the leased space calculations as required for Completion Grant payout. d. Retail tenants shall not be eligible for future funding under any Retail Enhancement Program award. e. Property owner is required to collect and remit to the DIA copies of sales tax receipts remitted annually by the property owner and tenants (copies of form DR-15 or equivalent). Amounts that fall short of the cumulative expected payment in any given calendar year through year ten will be withheld from the REV payment applicable to the same calendar year (Exhibit 6 to this Term Sheet). Any such withholding will not affect the maximum REV Grant amount as approved and documented in the Redevelopment Agreement or other terms of that REV Grant including, but not limited to, the outside maturity date for payment. f. For these purposes, the recipient will begin the collection of DR-15 or other LOST payment information with the thirteenth month following final payout of the Completion Grant or similar funding mechanism as may be approved and earned following criteria established above. Collection and remittance of this information will be in proportion to the pro rata number of full months remaining in that calendar year, followed by nine full years of data collection and submission, and a final pro rata year with the remaining number of full months from the first year of submission.

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

Exhibit 1. The Property

	RE#	Street Address	App SF	App Acres	Current Owner
N11	073847 0000	0 Ashley St W	27,661	0.64	Jax Porter LLC
N11	073847 0100	0 Church St W	5,532	0.13	Jax Porter LLC
N11	073851 0010	0 Ashley St W	11,326	0.26	Jax Porter LLC
			44,519	1.02	



Exhibit 2. – Minimum Private Capital

Development Costs	**$**	**66,184,488**
TI's & LLW	$	3,522,590
Marketing costs	$	355,252
Leasing Commissions	$	594,298
Property management startup costs	$	203,001
Ownership Expenses	$	40,600
Development Fee	$	2,486,222
Minus: Years costs already included in budget	$	774,581
Minimum Private Capital	**$**	**58,208,000**

Exhibit 3. – Construction Cost

Development Costs	**$**	**66,184,488**
Land Costs	$	1,542,712
TI's & LLW	$	3,522,590
Other Hard Costs	$	1,588,402
Surveys, testing, appraisals & inspections	$	304,502
Permits, licenses, bonds & fees	$	507,503
Insurance and title	$	984,282
Property taxes during development	$	109,814
Utilities during development	$	203,001
Legal and accounting	$	162,401
Marketing costs	$	355,252
Leasing Commissions	$	594,298
Property management startup costs	$	203,001
Construction management fee	$	406,002
Ownership Expenses	$	40,600
Master Plan A&E	$	290,679
Development Fee	$	2,486,222
Soft cost contingency	$	469,887
Minus: Years costs already included in budget	$	774,581
For REV Calculation	**$**	**51,639,000**

Exhibit 4. – Public Realm Improvements



As depicted above, the blue streetscape colors indicate off-site improvements included in Tiers-related commitments. The red areas indicate areas on private property with Tiers-related commitments that will be subject to easements in favor of the city for the public benefit.

Exhibit 5 – Retail Frontages

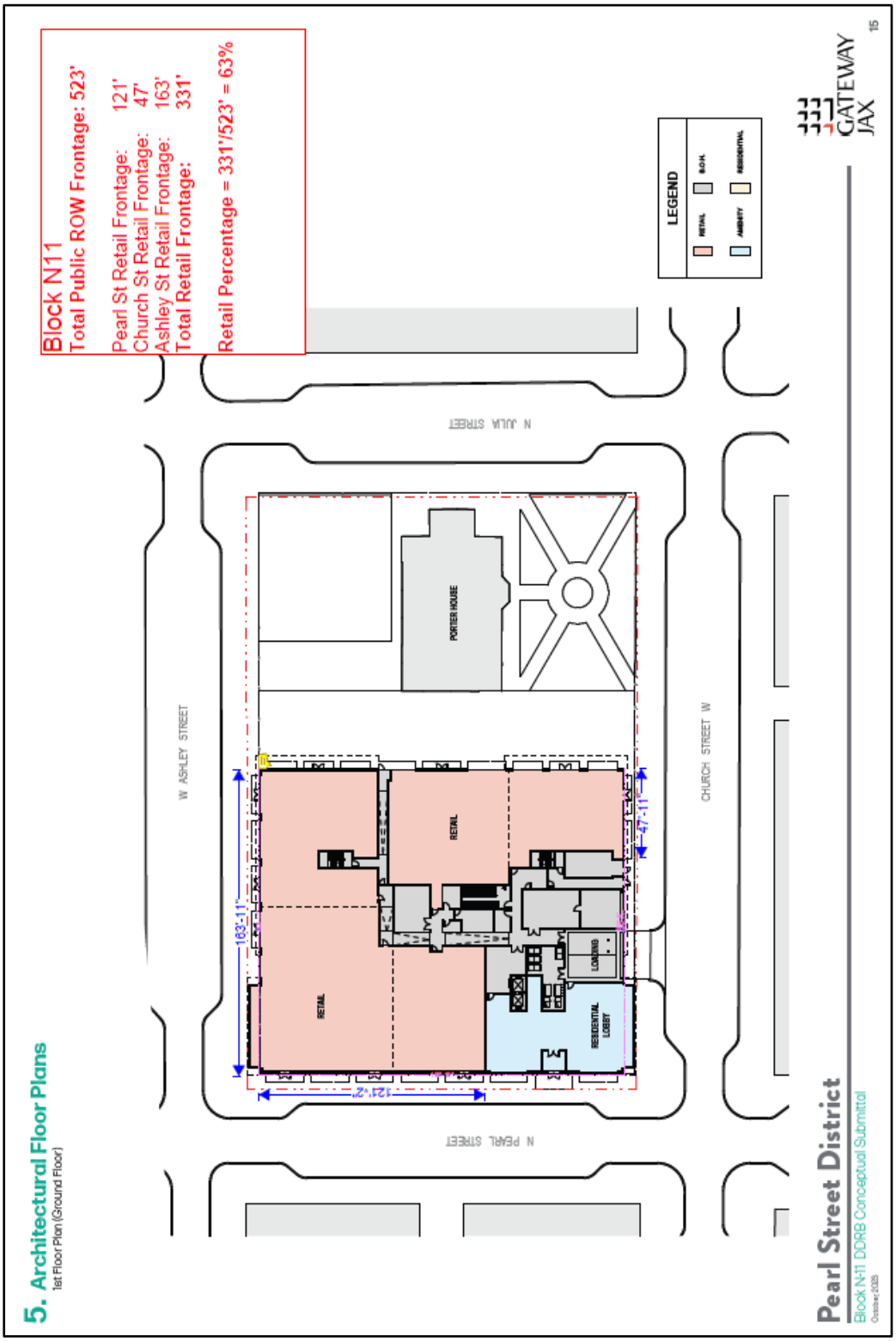


Exhibit 6 – Minimum Amounts to be Collected and Remitted

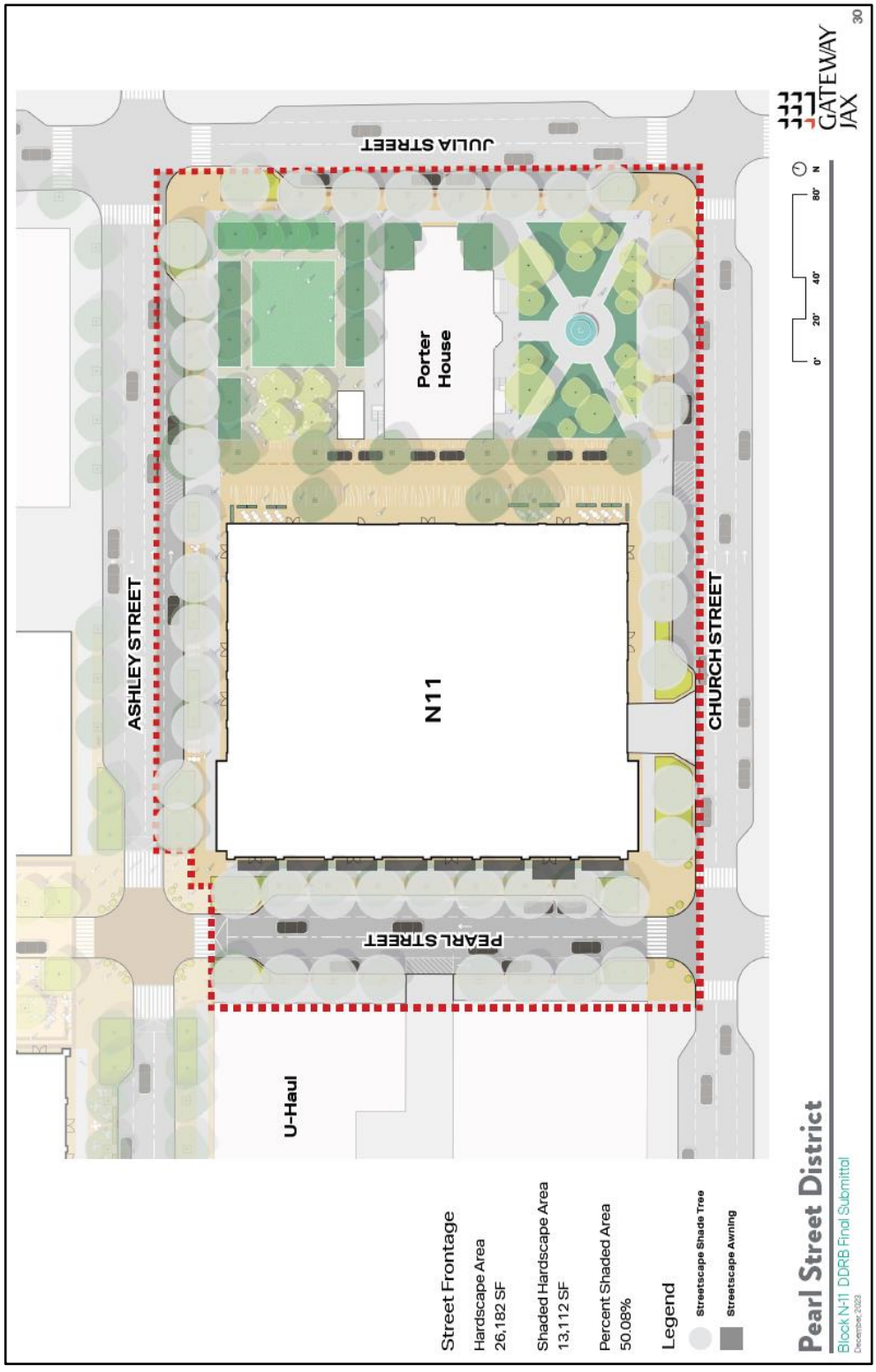
Should the following cumulative amounts from each table fail to be achieved in any given year, the shortfall will be deducted from the REV Grant payable in such year.

	LOST from F&B, Retail, and Comm'l Leases			
	If only 60% Lease Up Target is Met		If 100% Lease Up Target is Met	
YR	Annual	Cumulative	Annual	Cumulative
1	$ 44,387	$ 44,387	$ 73,978	$ 73,978
2	$ 45,274	$ 89,661	$ 75,457	$ 149,435
3	$ 46,180	$ 135,841	$ 76,966	$ 226,401
4	$ 47,103	$ 182,944	$ 78,506	$ 304,907
5	$ 48,045	$ 230,990	$ 80,076	$ 384,983
6	$ 49,006	$ 279,996	$ 81,677	$ 466,660
7	$ 49,987	$ 329,983	$ 83,311	$ 549,971
8	$ 50,986	$ 380,969	$ 84,977	$ 634,948
9	$ 52,006	$ 432,975	$ 86,677	$ 721,625
10	$ 53,046	$ 486,021	$ 88,410	$ 810,035
	$ 486,021		**$ 810,035**	

1 - The applicable table is determined by which tier of Completion Grant is paid out. If only the first installment of Completion Grant is paid out, this table does not apply. The 60% and 100% columns apply only if the second and third installments of the Completion Grant are paid out, respectively.

2 - Year 1 as shown in the table shall begin with the third full calendar year following substantial completion.

Exhibit 7 – Minimum Shade Requirements



SUPPLEMENTAL INFORMATION

RESOLUTION 2024-04-12 GATEWAY MODIFICATION STAFF REPORT

RESOLUTION 2024-04-11 - MODIFICATION TO GATEWAY APPROVALS
STAFF REPORT

Gateway Property LLC, "Developer," is proposing to undertake a multi-parcel master development plan known as the "Pearl Street District" centered on redevelopment of four blocks and adjacent roadways along Pearl Street beginning at the intersection with Church Street and continuing north to the intersection with Union Street as depicted below. In addition, a new park for public use will be constructed, Porter House Park, along with Pearl Square, both of which are to provide programming such as street fairs, farmers markets, art festivals and pop-up events throughout the year. Incentives as outlined further below were approved by the DIA Board in its meeting November 15, 2024.



A summary of the commitments and approvals, and changes made where relevant, is found below:

	N4	N8	N11	N5	TOTAL
Parcel Size	55,122	64,977	44,519	65,340	229,958
Proposed Residential Units	281	535	205	-	1,021
Min Residential Units	266	508	194	-	968
Gross Square Footage	256,337	439,525	167,032	-	862,894
Leasable Square Footage	205,384	352,660	136,924	-	694,968
Leasable Retail Space - SF	19,155	30,000	21,333	15,000	85,488
Minimum Leasable Retail Space - SF	17,240	27,000	19,200	13,500	76,940
Retail Frontage (Original)	410	790	325	200	1,725
Retail Frontage (Revised)	*390*	*750*	*325*	*200*	*1,665*
Development Budget	98,466,000	242,047,000	66,184,500	12,593,400	419,290,900
Minimum Private Capital Investment	89,563,000	215,697,000	58,208,000	10,254,700	373,722,700
Construction Cost	81,078,000	196,416,000	51,639,000	4,330,700	333,463,700
Minimum Equity	17,912,600	43,139,400	11,641,600	1,906,000	74,599,600
Max REV Grant Indebtedness	14,105,000	33,888,000	9,061,000	2,574,000	59,628,000
Max Completion Grant Indebtedness	6,844,000	25,557,000	4,639,000	1,906,000	38,946,000

Modifications Proposed:
Upon further design and engineering at the Gateway development sites, and other additional information gathered since the time of the November approval, modifications are requested to the term sheets as originally approved as detailed below. Although these modifications affect some tiers commitments made by the Developer, they are largely immaterial and, in some cases, the City benefits from the changes identified.

	Previous Calcs	Current Calcs		Applicable Project	Notes
Easement Areas (Previous Calcs from "23.11.01 Years Contribution Proposal STK Edits")					
Porter Parks Easement Area	19,350	18,827	(523)	50/50 N4 and N11	Final survey and draft engineered plans
N4 On-site Streetscape Easement Area	6,756	2,596	(4,160)	N4	Final survey and engineered plans
N8 On-site Streetscape Easement Area	8,704	7,640	(1,064)	N8	Final survey and engineered plans
N11 On-site Streetscape Easement Area	9,675	9,368	(307)	N11	Final survey and engineered plans
N5 On-site Streetscape Easement Area	2,773	7,809	5,036	N5	Final survey and engineered plans
	47,258	**46,240**	**(1,018)**	-2.15%	
Off Site Improvements Scope of Work Area					
N4 Off-site West Side Clay	2,752	3,266	514	N4	Final survey and draft engineered plans
N8 Off-site West Side Clay	3,250	3,203	(47)	N8	Final survey and engineered plans
N8 Off-site South Side Ashley & West Side Pearl	9,848	10,306	458	N8	Final survey and engineered plans
N8 Pearl Square	9,261	10,902	1,641	N8	Final survey and engineered plans
	25,111	**27,677**	**2,566**	10.22%	
Retail Frontages (Previous Calcs from Term Sheets)					
N4 Overall Retail Frontage	410	390	(20)	N4	JEA-required reconfigured transformer room
N4 Clay St Retail Frontage	50	30	(20)	N4	JEA-required reconfigured transformer room
N8 Overall Retail Frontage	790	750	(40)	N8	JEA-required reconfigured transformer room
N8 Clay St Retail Frontage	85	45	(40)	N8	JEA-required reconfigured transformer room
	1,335	**1,215**	**(120)**	-8.99%	
Shade Calcs (Previous Calcs from DDRB Multiphase district submission)					
N4 Off-site West Side Clay	57%	45%	-12%	N4	Existing driveway and utility conflicts from final survey
N8 Off-site West Side Clay	59%	40%	-19%	N8	Existing driveway and utility conflicts from final survey
N8 Off-site South Side Ashley & West Side Pearl	87%	55%	-32%	N8	Existing driveway and utility conflicts from final survey

Details of the information provided above follow:

Easement Areas:
The Easement Areas outlined above were used in the calculation of financial commitment as part of the 3% of Total Development contribution required by the Tiers approach. Each of these areas are on the properties owned by the Developer and are subject to permanent easement in favor of the City, apart from Porter Park which is subject to a twenty-year easement. As noted, more precise measurements from final surveys and engineered plans result in a reduction of approximately 1,018 square feet of space to be improved for use by the public, with an associated value of estimated at $26,785.

The largest reduction is found on the N4 property, where more of the property on the Clay Street and Union Street side is found to not be within the surveyed property line and is in the City right-of-way. Those areas are not part of the retail frontage which minimizes the impact on the reduction to the tiers commitments as approved. A significant condition in the opposite direction is realized on the N5 (renovated and repurposed garage) area, which increased by more than 5,000 square feet, much of which is in front of where the retail spaces will be developed including a restaurant with sidewalk seating.

Off-site Improvements Scope of Work Area:
Similarly, the collective areas of the off-site improvements were shown to be slightly larger than initially anticipated by approximately 2,566 square feet, 10.2%. Although this property is already owned by the City, the value of the improvements was originally estimated at $1,470,000, which provides a slight increase in the estimate of $150,000, to $1,620,000.

The image found below as Exhibit A. will replace all exhibits in the Redevelopment Agreements where the dimensions of the Public Real Improvements are referenced.

3% Financial Commitment from the Tiers System:
As it relates to the funding requirements and values associated with the on-site and offsite improvements and easements integral to meeting the tiers system financial commitment equal to 3% of Total Development Costs, the revised estimates provided by the Developer in the chart above will serve as the basis for verification upon completion.

Because of the uncertainty associated with those ultimate costs and values, and the relationship they have with the commitment to programming and maintenance of public spaces (Porter Park and Pearl Street Plaza), the Developer requests waiting until completion to establish these amounts in detail at each property level, while maintaining the overall financial commitment of $11,282,000. DIA staff recommend establishing these amounts as proposed, allowing for unlimited downward adjuster, and a 10% upward adjuster from those amounts.

For clarity, the aggregate balance of those financial commitments for all on-site improvements, off-site improvements, and easement values (along with the estimated City benefit of a 1% discretionary sales tax on short term rentals) is netted against the total commitment of 3% of Total Development Cost ($11,282,000) to provide the residual balance that is split among the four properties to determine the ongoing commitment to park and public realm programming and maintenance.

The originally estimated amount for programming and maintenance was $2,418,000 allocated as $945,500 to N4, $933,000 to N8, $233,500 to N11, and $306,000 to N5 to balance the funding commitment of 3% of Total Development Cost towards tiers eligible projects to each property individually. The current estimates of the balance to be allocated towards the commitment to ongoing park and public realm programming and maintenance following adjustments as proposed above totals $2,444,785. To meet that obligation, the payment schedule for park programming and maintenance proposes approximately $90,000 in the first year of the obligation following completion, increasing at 3% per year for a 20-year period.

For additional clarity, the scope of the improvements will not change, and the overall financial commitment will not change, but the easement value provided by appraisal will serve as the Developer's contributed amount, along with actual expenditures for improvements in the public realm areas, for the calculations in determining adherence to these commitments and to finalize the annual amounts to be met on public realm programming and maintenance.

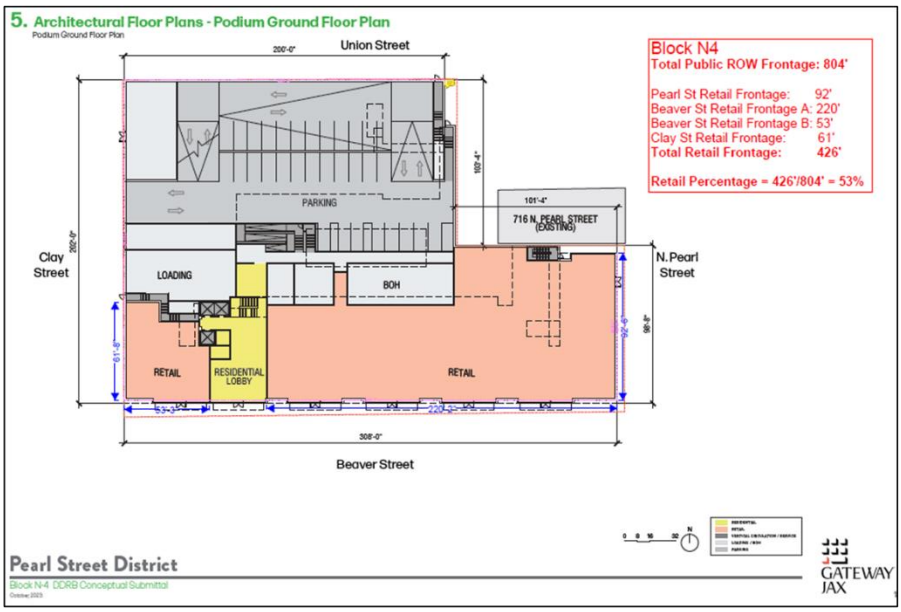
Further, addition of the following verbiage clarifies the responsibilities of coordination and commitment as agreed to be the Developer, "Developer agrees maintenance activity to be coordinated with COJ Public Works, and programming activity to be coordinated with the COJ Parks Dept. Expenditures by Developer for these purposes shall be required as part of the Annual Report submitted to the DIA for review with compliance requirements. Staff hired by the Developer and all costs incurred in the facilitation of these obligations, shall be compensated, or incurred at commercially reasonable rates."

Retail Frontages:
A significant portion of the tiers commitments and approval is based on the anticipated street front activation throughout the Pearl District. The following requested modifications follow use limitations imposed on the developer by JEA and are considered de minimis but require consideration and approval by the DIA Board.

1. N4 – The commitment for street-frontage for retail on the Clay Street side of the building is proposed to reduce from 50 feet to approximately 30 contiguous linear feet (reduction of 40.0%) which causes the committed overall retail frontage dimension to fall from 410 feet to approximately 390 feet (reduction of 4.9% overall).

   The term sheet allows "Retail frontages on each street may adjust downward in final design by *not more than 20%* to remain in compliance, with no limit on upward adjustment; however, the total aggregate Retail frontage may not adjust downward more than 10%." The request is beyond the 20% limitation for change along any street frontage but remains in compliance with the overall limitation.

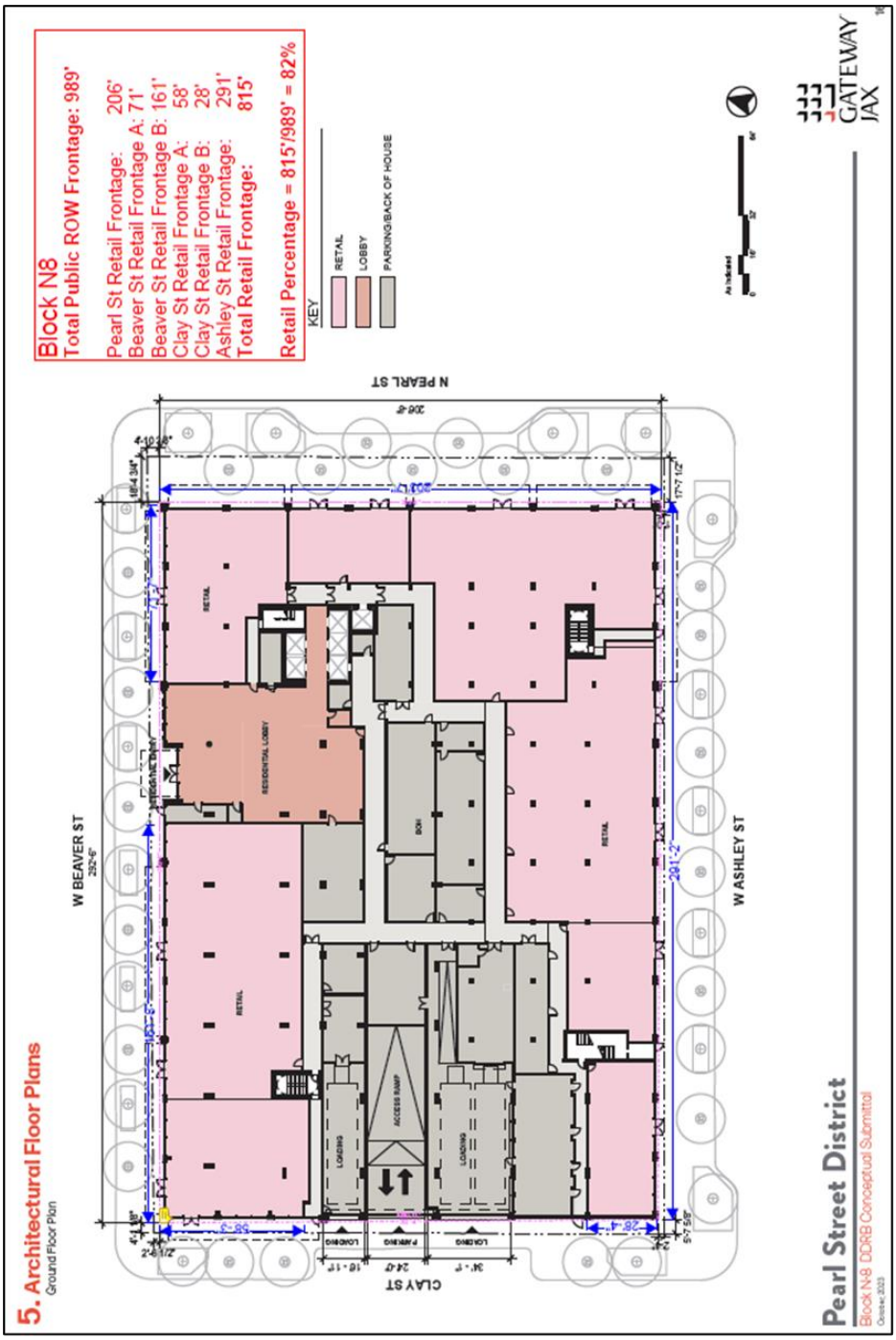
   The reduction stems from a requirement imposed by the JEA requiring reconfiguration of the transformer room that encroaches on space intended to by retail frontage. Of the total 804 linear feet of the street facing perimeter, a commitment for the activation of 48.5% (390 linear feet) remains in place, surpassing the minimum requirement of 30% as found the Multifamily Housing REV Program for Developments not adjacent to the River Creek or City Park.



2. N8 – The 22-story mixed-use tower faces a similar situation with the committed street-frontage for retail on the Clay Street side of the building is proposed to reduce from 85 feet to approximately 45 contiguous linear feet (reduction of 47.1%) which causes the committed overall retail frontage dimension to fall from 790 feet to approximately 750 feet (reduction of 5.0% overall).

   The term sheet allows "Retail frontages on each street may adjust downward in final design by not more than 20% to remain in compliance, with no limit on upward adjustment; however, the total aggregate Retail frontage may not adjust downward more than 10%." The request is beyond the 20% limitation for change along any street frontage but remains in compliance with the overall limitation.

   The reduction stems from a requirement imposed by the JEA requiring reconfiguration of the transformer room that encroaches on space intended to by retail frontage. Of the total 989 linear feet of the street facing perimeter, a commitment for the activation of 75.8% (750 linear feet) remains in place, surpassing the minimum requirement of 30% as found the Multifamily Housing REV Program for Developments not adjacent to the River Creek or City Park.



The request for the adjustments to commitments as found above is accompanied by the request to eliminate the individual street frontage requirements so long as the overall commitment to retail frontage does not decrease further by more than 10% from the adjusted commitment (in the case of N4 and N8) and the already established commitment found in the N11 term sheets. N5 is not required for consideration of this modification as the retail development on that site is only along Beaver Street. For clarity, the following will be the newly established commitments for each building, with each property providing well in excess of the 30% minimum established in the Multifamily REV Grant guidelines:

	As Committed			After Maximum Reduction		
	Minimum Total Linear Retail Frontage	Total Linear Street Facing Frontage	Proportion of Linear Retail Frontage	Reduced Total Linear Retail Frontage	Total Linear Street Facing Frontage	Reduced Proportion of Linear Retail Frontage
N4	390	804	48.5%	351	804	43.7%
N8	750	989	75.8%	675	989	68.3%
N11	325	523	62.1%	293	523	56.0%

With the inclusion of the minimum of 180 linear front footage of retail in the N5 garage (after maximum downward adjustment) the minimum total retail footage provided within the development totals 1,499 linear frontage feet.

Shade Calculations

The Developer reports that detailed information from the survey of City right of way along the west side of Pearl Street, the south side of Ashley Street, and the west side of Pearl Street restricts their ability to fulfill the shade canopy plantings as proposed, which were drawn from the DDRB Multi-phase Site Plan Final Submittal, which have been further modified by individual block plan approved by the DDRB, and will be included as Exhibits to each RDA for the relevant property (See Exhibit 2 to this staff report). To provide clarification, the minimum shade requirement for each property will be consistent with the final DDRB approvals for each building, with a minimum of 50% overall on each property.

Timing for Completion of Restaurant Improvements

The original approvals for each property require "a minimum of 1 (one) restaurant tenant that provides outdoor dining options… which shall open for business within 6 months of substantial completion." In the Redevelopment Agreement for each property, Substantial Completion contemplates both a minimum period of time from the date of commencement and also a hard outside date, unique to each property. The date of Substantial Completion is also integral to the payment of the initial funding of the Completion Grant on each property. The requested modification is to allow for the opening of the restaurant on each property to occur not later than six months following the outside calendar date established for Substantial Completion for each property individually. For further clarification, the requirements for requesting funding of the first tranche of the completion grant remain unchanged and continue to include this requirement.

LOST Minimums 60% versus 100%

As a condition of earning the 2nd and 3rd tranches of Completion Grant funding at each Gateway properties, the subject property must achieve a minimum retail lease threshold of 60% or 100%, respectively. As a City protection, any property that achieves a Completion Grant payout at those levels is required to report LOST (Local Option Sales Tax) remittances each year with a target minimum collection amount to be maintained for ten years. In years where that aggregate target is not met, an offsetting amount is withheld from the REV payment. The change in the Term Sheets adds a column for the target minimum collection amount if only the 2nd tranche Completion grant payout is met at the 60% lease threshold. The exhibit found in each term sheet also clarifies that Year 1 for these purposes begins with the third year following Substantial Completion, as the Developer has two years to achieve the 2nd and 3rd tranche of Completion Grant payout after which point the requirement for LOST remittance begins.

COMMENCEMENT OF CONSTRUCTION:

Commencement of Construction is now broken into two components: horizontal and vertical. The requirement for commencement of construction of horizontal improvements remains unchanged. To

provide clarification regarding expectations for continued progress beyond the requirements for impermissible delays, Developer agreed to add a requirement for commencement of vertical construction (to be further defined in the RDA) not later than six months following commencement of horizontal construction.

Exhibit A. – Public Real Improvements Within and Outside Property Boundaries

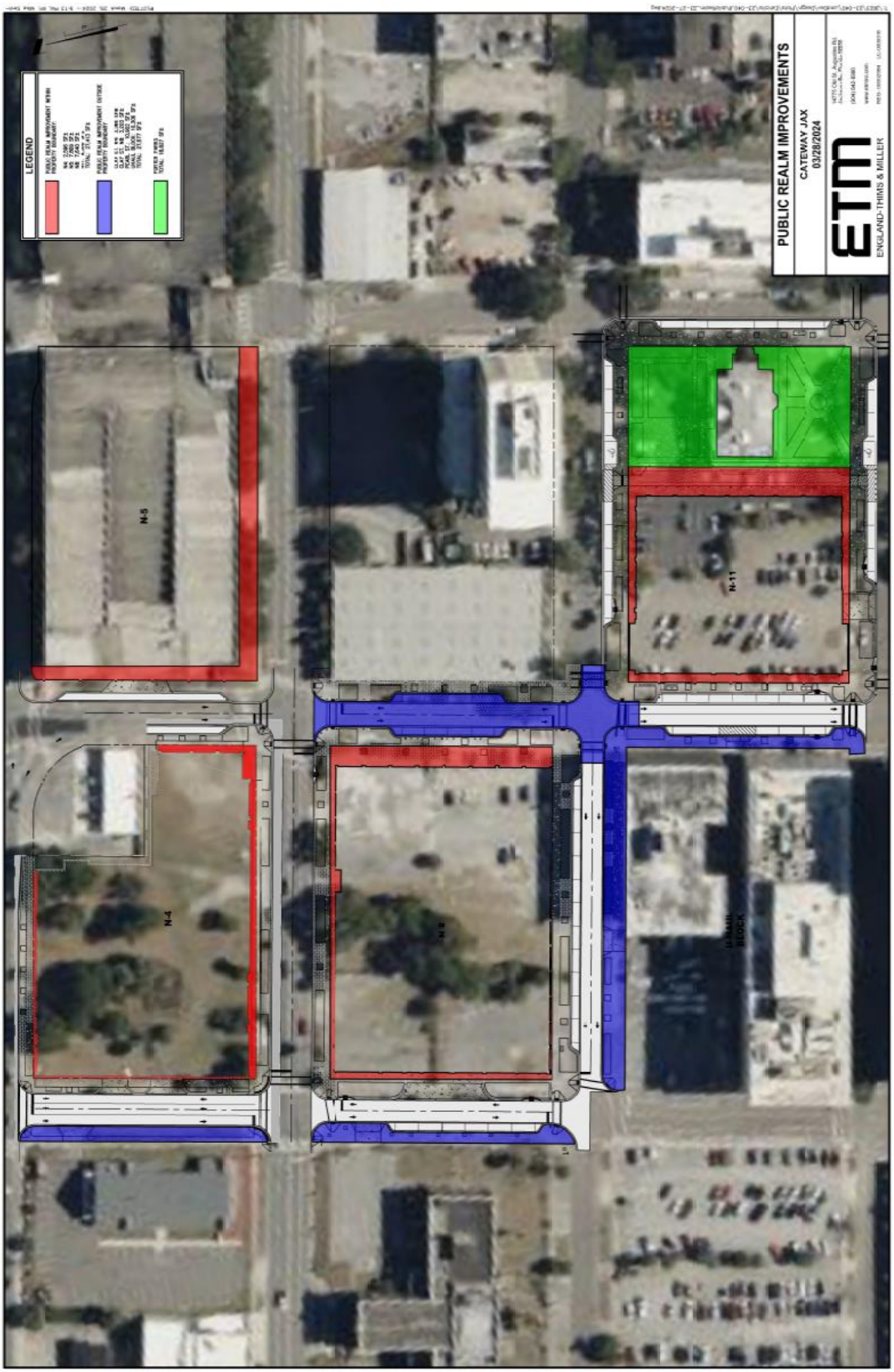
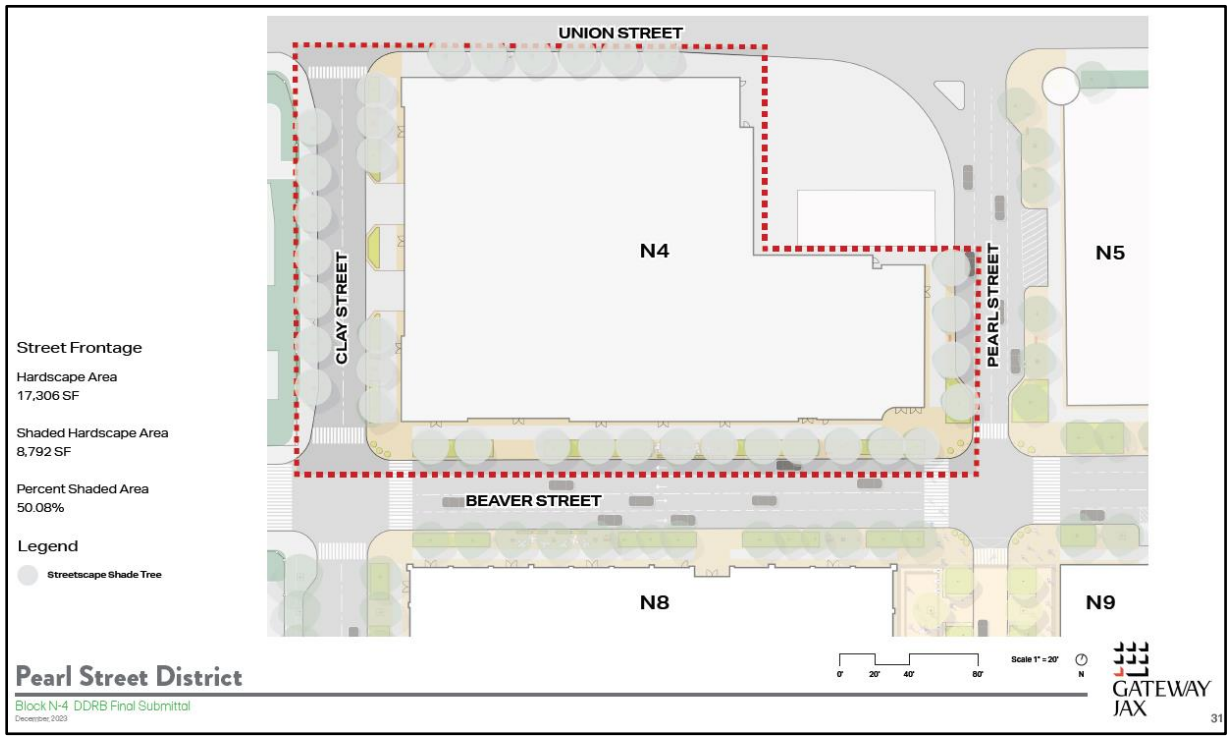
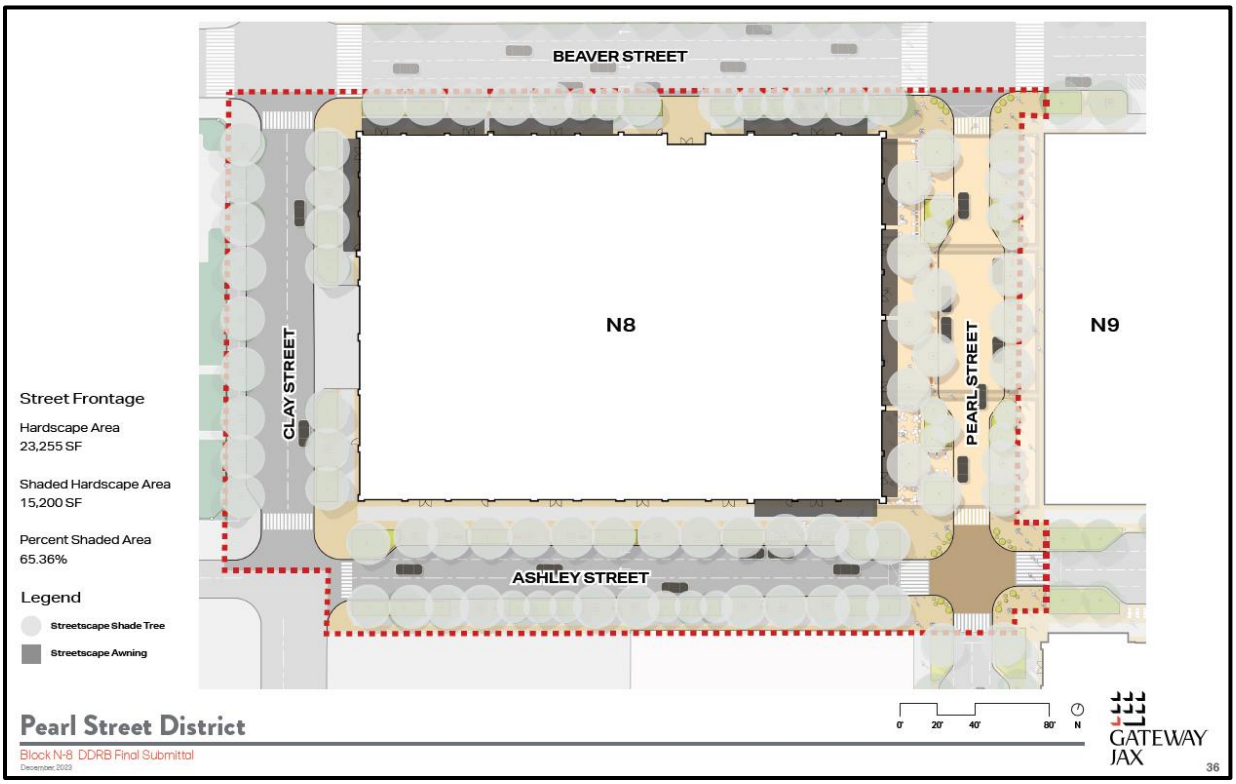


Exhibit B. – Shade Calculations





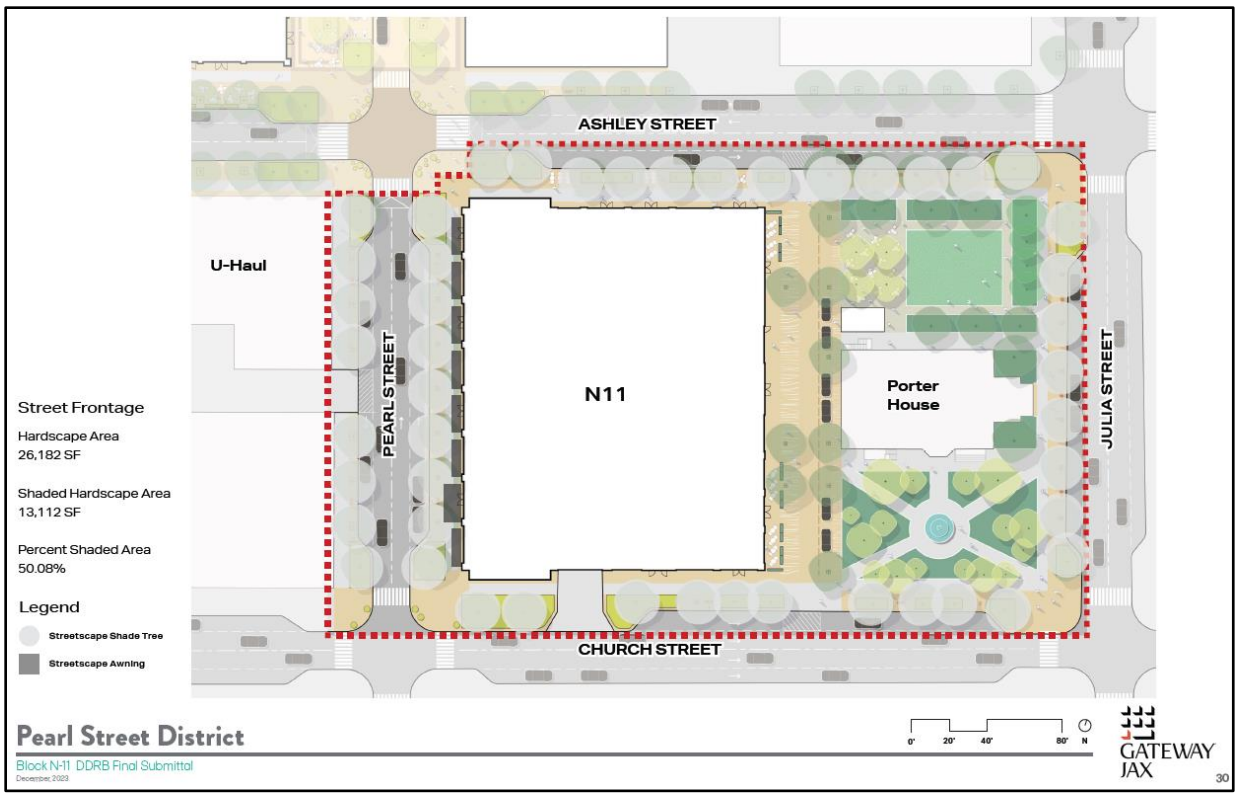


Image for N5 to be provided by Developer.

TAB III.D

RESOLUTION 2024-04-01 NB CRA FY 23-24 FIS REV

RESOLUTION 2024-04-01

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE DOWNTOWN NORTHBANK COMMUNITY REDEVELOPMENT AREA ("CRA") EFFECTUATING A TAX INCREMENT DISTRICT BUDGET TRANSFER, ATTACHED HERETO AS EXHIBIT 'A', IN ACCORDANCE WITH ITS ABILITY TO DO SO WITHOUT FURTHER ACTION BY CITY COUNCIL PURSUANT TO §163.387, FLORIDA STATUTES, AND §106.341, ORDINANCE CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with §106.340 through §106.346, Ordinance Code, the DIA Board has been given authority to allocate and transfer Tax Increment District funds within the CRA Budget, an all years account, in accordance with the provisions of those sections, without further City Council approval; and

WHEREAS, the Fiscal Year 23-24 budget for the Northbank CRA included $773,261 as a Financial Obligation for the Fidelity National Information Services annual Recaptured Enhanced Value ("R.E.V.") Grant; and

WHEREAS, owing to substantial Tangible Personal Property ("T.P.P") investment made by Fidelity National Information Services, together with taxes paid on that T.P.P. investment, the FY 23-24 R.E.V. Grant payment obligation exceeds FY 23-24 budgeted amount; and

WHEREAS, the actual R.E.V. Grant obligation for FY 23-24 to Fidelity National Information Services is $1,139,958 which exceeds the FY 23-24 CRA budgeted amount by $366,697; and

WHEREAS, in addition to the $773,261 of FY 23-24 budget for the Fidelity National Information Services financial obligation, $66,697.45 of current Future Years Debt Reduction unencumbered budget will be used, leaving a shortage of $300,000; and

WHEREAS, the Commercial Revitalization Program has an all years unencumbered budget of $1,288,083.85, which exceeds anticipated expenditures within the next two fiscal years; and

WHEREAS, the DIA finds it prudent to transfer $300,000 from the Commercial Revitalization Program to Future Years Debt Reduction in order to cover the DIA's FY 23-24 Fidelity National Information Systems financial obligation,

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

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

Section 2. The DIA hereby instructs its Chief Executive Officer to effectuate a Budget Transfer in a form substantially similar to the attached Exhibit 'A', further authorizing other non-substantive changes as may be required by the Budget or Accounting offices.

FROM:
Commercial Revitalization Program: **$300,000**

TO:
Future Year Debt Reduction: **$300,000**

Section 3. The DIA Board hereby authorizes the CEO to take all actions necessary to effectuate the intent of this Resolution.

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 Citrano, Chair Date

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

CRA Budget Transfer Form

City of Jacksonville, Florida

COMMUNITY REDEVELOPMENT AGENCY

Downtown Investment Authority - Northbank CRA
Name of Community Redevelopment Agency

Yes
Plan Capital Project (Yes or No)
(if applicable fill out CRA Capital Project Form)

7
Council District (s)

Description of Expenditure Request:

This CRA BT effectuates the budget transfer of $300,000 from Commercial Revitalization Program to Future Years Debt Redection to cover a budget shortfall for the FY 23-24 Fidelity National Information Services Recaptured Enhanced Value Grant financial obligation.

$300,000.00	5/1/24	6/1/25
Total Amount of Expenditure Request	Anticipated Expenditure Commencement Date	Anticipated Expenditure Completion Date

Applicable Approved CRA Budget Line Item For Expenditure

Available Funds in Approved CRA Budget Line Item

Date Rec'd.	Date Fwd.	**CRA Board Administrator Approval**

BUDGET OFFICE

Date Rec'd.	Date Fwd.	Budget Officer Approval

ACCOUNTING DIVISION

Date Rec'd.	Date Fwd.	Comptroller Approval

Budget Office and Accounting approval required to verify available funds and for any necessary finance activity / line item changes.

CRA BOARD APPROVAL

Date Rec'd.	Date Fwd.	CRA Board Chair Approval

Expenditure Amount Approved by CRA Board

R-2024-04-01	04/17/24
CRA Board Resolution Number	Resolution Date

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Total: $300,000.00

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
EXP	DOWNTOWN NORTHBANK CRA TRUST	COMMERCIAL REVITALIZATION PROGRAM CRA	SUBSIDIES & CONTRIBUTIONS TO PRIVATE ORGANIZATIONS	$300,000.00	10801	135115	582001	000000	00001807	00000	0000000

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Total: $300,000.00

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
EXP	DOWNTOWN NORTHBANK CRA TRUST	NB FUTURE YEAR DEBT REDUCTION	TRUST FUND AUTHORIZED EXPENDITURES	$300,000.00	10801	191021	549006	000000	00001658	00000	0000000

TAB III.E

RESOLUTION 2024-04-09 ST JOHNS RIVER PARK RESTAURANT

RESOLUTION 2024-04-09

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

WHEREAS, DIA is the designated Community Redevelopment Agency for the Southbank CRA, for which a BID Plan, inclusive of a Community Redevelopment Plan, was adopted by Ordinance 2014-560-E as updated by Ordinance 2022-372-E; and

WHEREAS, the adopted BID plan is the single comprehensive plan for Downtown as required by Chapter 55, including the plan for Downtown parks; and

WHEREAS, the CRA Plan for Southbank expressly identifies *Landmark Public Park System on the St. Johns River* and the *Complete Renovation of St. Johns River Park and Friendship Fountain* as projects to be competed on the Southbank*;* and

WHEREAS, The St. Johns River Park project expressly mentions the "addition of a restaurant with outdoor seating" as an amenity that will benefit park visitors and boaters; and

WHEREAS, pursuant to a prior Redevelopment Agreement with RD River City Brewery, LLC dated June 29, 2021, it was contemplated that such restaurant would be developed on private property adjacent to the park however such agreement was terminated on January 11, 2023, due to Developer's failure to proceed; and

WHEREAS, Halff and Associates was engaged by Acon Construction Company, the project general contractor, to design the park and amenities, and identified a site within the park on which they recommended construction of a small standalone restaurant that would be complementary to the concession stand and planned park amenities; and

WHEREAS, the 6,500 plus or minus square feet portion of the park located closest to Museum Circle and depicted on Exhibit B, has been envisioned as the future location for a standalone restaurant ("Park restaurant site"); and

WHEREAS, recent studies by the Jessie Ball duPont Fund (done in conjunction with national consultants and local non-profit stakeholders), Perkins & Will, Agency, Olin and GAI as well as community engagement meetings conducted by the City of Jacksonville and the DIA regarding riverfront parks have all identified the public's desire for food and beverage options on the riverfront, in many cases ranking among the most desired amenities, and

WHEREAS, the approved CIP projects for St. Johns River park include a concession stand but did not contemplate inclusion of a restaurant as one of the park amenities; and

WHEREAS, the DIA may use CRA funds *to add to the scope* of an approved CIP project but may not contribute to the completion of the existing scope; and

WHEREAS, it is expressly contemplated in the CRA Plan that CRA funds could be used for *one or more new riverfront park spaces or elements*; and

WHEREAS, at the direction of the Board, DIA procured the services of a professional market study and hospitality consultant to advise on the feasibility, timing, and type of restaurant that should be considered for this and other waterfront park sites; and

WHEREAS, the hospitality consultant, Streetsense, determined that St. Johns River Park site offers a *prime opportunity* to capitalize on the riverfront and recently renovated Friendship Fountian; and

WHEREAS, Streetsense determined that the optimal time to open the food and beverage location would be when park construction is complete in 2025; and

WHEREAS, Streetsense determined that the concession stand and a possible future restaurant on the adjacent parcel were complementary to the currently proposed restaurant and would contribute positively to the park's overall appeal and success; and

WHEREAS, the DIA finds that this resolution and the funding of design and construction of a small, boutique restaurant within St. Johns River Park, a City public park, furthers the following BID Plan Redevelopment Goals and Strategic Objectives:

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

Strategic Objective: Encourage growth of outdoor dining and entertainment options, most specifically within designated food and beverage districts and on the waterfront.

Redevelopment Goal 4: Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions; and

Strategic Objective: Increase number of daily visits to Downtown; and

WHEREAS, the design of any future restaurant or facility in the park should be guided by the *Riverfront Design Guidelines and Activity Nodes Plan* for Downtown Jacksonville that was completed in 2019 by SWA Group in conjunction with Haskell Company and incorporated in the BID Plan; and

WHEREAS, the theme of this destination park as adopted in the SWA Plan and the BID Plan is "Exploring the St. Johns River" and the park amenities have been designed to depict that theme and include a John Ribault themed playground, Bartram's native gardens, Timucuan themed concession stand and other activation influenced by the essential role of the St. Johns River in shaping Jacksonville's past, present and future; and

WHEREAS, St. Johns River Park is now under construction and its completion is expected in 2025; and

WHEREAS, based on the CRA plan, the public's desire for food and beverage establishments on the riverfront, the recommendations of Streetsense and the timing of park construction, DIA staff recommends that the Board proceed with design and development of a standalone restaurant on the Park Restaurant Site.

NOW THERFORE, **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 approves the design and construction of a standalone restaurant on the Park Restaurant Site in St. Johns River Park in accordance with the terms set forth in attached Exhibit A.

Section 3. The DIA instructs the Chief Executive Officer of the Downtown Investment Authority to take all necessary action necessary to effectuate the purposes of this Resolution.

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

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

_____ _____ _____
James P Citrano, Chair Date

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

Exhibit A to Resolution 2024-04-09
St. Johns River Park Restaurant Site

Property:	A 7.82 plus or minus acre parcel of land commonly referred to St. Johns River Park and Friendship Park and depicted below in Figure 1.
Location of Park Restaurant Site:	An approximately 6,500 plus or minus square foot section located on the Property Southwest of the Friendship Fountain and on which a restaurant would be located as depicted in Figure 2.
General Size	The restaurant will have approximately 1,800, and no more than 2,400, square feet of indoor, conditioned space with the remainder of the parcel used for outdoor seating, some of which may be covered. The restaurant is envisioned to provide more outdoor seating than indoor to maximize the views of the park, river, and city.
Design Theme	The design of the restaurant should be guided by the Riverfront *Design Guidelines and Activity Nodes Plan* for Downtown Jacksonville that was completed in 2019 by SWA Group in conjunction with Haskell Company and incorporated in the BID Plan. St. Johns River Park is the Primary Node for the Southbank and is themed with the Exploration of the St. Johns River. The restaurant building will integrate with the design of the park and take influences from the surrounding park amenities, like the Ribault themed playground, the Timucuan themed concession stand and the Bartram's native gardens.
Potential Retail Option	The market study provided by hospitality consultant Streetsense suggested a weekday gourmet retail operation that would accommodate some weekday activity with retail items and a light food and wine menu that could grow as the area evolves. The retail section, if included, would be in the Southern portion of the building facing the park's entrance and anticipated to be approximately 25% or less of the total indoor area.
Suggested type of establishment:	Consultation from Streetsense, a global creative collective that specializes in hospitality consulting, suggests a gourmet market, wine bar and tapas restaurant would be a desired operation for this Southbank location. A venue that could grow in service periods as needed, it would open as a gourmet shop and wine bar with very light food offerings on weekdays, a full service, tapas style menu in the evenings and a riverfront brunch on the weekends.
Design and Construction Costs	Figures provided by Streetsense, aligning with results of recent similar projects, estimate a buildout cost of $195-$255 per square foot for site work and the base building and an additional $175-$225 per square foot for tenant improvements. Assuming a maximum size of 2,400 square feet at the maximum cost of $480 per square foot, the total cost, not counting FF&E provided by tenant, would be $1,152,000. With average architectural and design fees being 7-15% of total cost, the estimated design cost is

	approximately $170,000. Soft costs, construction overhead and contractor profit bring the total to approximately $1,700,000.
Owner/Landlord	As a City Park facility, upon completion, the COJ Parks Recreation and Community Services (PRCS) Department would be the Using Agency assigned City responsibility for operation and leasing management.
Development Timeline	Suggested by Streetsense, the goal is to open the restaurant as close to the opening of the park as possible. Depending on the negotiations with potential tenants, the design and construction phase could take a minimum of one year to a maximum of two years. The design team will be selected from RFP respondents in April 2004 and could begin design immediately. DIA will assist PRCS in the pursuit of engaging an operator shortly thereafter to allow for more operator input to design.
Potential Operator Lease Terms:	Like other current public-private partnerships such as Palms Fish Camp, owning the land and building allows more operational direction and ensures better maintenance of the building and grounds. Built as an amenity to the park, ensuring operating hours during busy park periods will be strongly encouraged, if not required. In exchange, the chosen operator will receive reasonable lease terms on a riverfront parcel adjacent to the newly renovated Friendship Fountain.
Compatibility note:	Streetsense views neither the concession building nor any future restaurant on the adjacent private property as competitors. Instead, these are regarded as complementary enhancements that will contribute positively to the park's overall appeal and success.
Community outreach and input:	The architectural design team will conduct a community workshop to receive input from the public prior to developing the design concepts that will ultimately be presented to the Board for decision.
Verification of costs:	Upon approval of the design, the DIA and architectural design team will bid out the construction and present the final construction cost to the Board for approval.
Re-investment of rental receipts	All revenue from the rental payments received by the Using Agency, Parks, Recreation and Community Services, shall be re-invested into the building and park maintenance and park programming.

Figure 1.


Duval Map
Main St Brg N
River Walk Tower West
River Walk Tower East
Main St Brg N
River City Brewing
Double Tree by Hilton Hotel
0
1201
Friendship Fountain
1025
835
901
Main Street Bridge Expy
Main St S
1301
Museum of Science & History
Museum Cir
Prudential I
701
Prudential II
1200
TD Bank
March 28, 2024
1:2,257
0 0.01 0.03 0.06 mi
0 0.03 0.05 0.1 km

Figure 2.


ST JOHNS RIVER
BARTRAM'S GARDEN
TIMUCUAN THEMED CONCESSION
FRIENDSHIP FOUNTAIN
PAVILLION
JEAN RIBAULT THEMED PLAYGROUND
PERGOLA
Park Restaurant Site
MAIN STREET
PERGOLA
CANOPY DECK
WEDDING PLAZA
RESTROOM
PUMP HOUSE
CONCEPTUAL SITE PLAN
ACON
Construction Co., Inc.
halff
MILLER
kasper
HANSON
DOWNTOWN
NOTE: THIS PLAN IS FOR DISCUSSION PURPOSES ONLY. SUBJECT TO FINAL SURVEYS, DESIGN, ENGINEERING AND REGULATORY REVIEW.

SUPPLEMENTAL INFORMATION

RESOLUTION 2024-04-09 ST JOHNS RIVER PARK RESTAURANT STAFF REPORT

Downtown Investment Authority

St. Johns River Park Restaurant Site
(Park Surrounding Friendship Fountain)

DIA Staff Report

April 12, 2024

Park Background

St. Johns River Park and Friendship Fountain were originally designed by Jacksonville architect Taylor Hardwick. Initially a 14-acre park, fountain and marina, it is located on land donated by the Southside Businessmen's Club on the Southbank of the St. Johns River in Downtown Jacksonville. Completed in March 1965, the park and "world's largest and tallest" fountain became a popular attraction to locals and tourists alike. The original fountain opened with 252 lights and could project water up to 120 feet.

In 1990 when the Acosta Bridge was rebuilt, an existing restaurant was demolished and rebuilt on the western portion of the park which became a separate parcel and leased to private operators. That building functioned as a restaurant and marina until 2021 when it was obtained by Related Group for a private development which is still in planning.



Friendship Fountain was refurbished in 1985 but outdated mechanics forced its closure in 1999/2000. A 9-month rehabilitation was performed but because of a variety of reasons, the fountain has been in different levels of operation since.

In 2019, initial funding for multiple CIP projects focused on the overall renovation to the fountain and park was set aside and work began in 2020. While Covid and supply chain issues caused major delays, the fountain now boasts water projecting as high as 200 feet, LED lighting, a sound system and a 15-minute light and sound shows nightly. Renovations to the park surrounding the fountain continue and are expected to be complete in 2025.

Existing Park Conditions

The park and fountain are the subject of multiple CIP projects, *Friendship Fountain Repairs, Friendship Fountian Repair & Nodes* and *St. Johns River Park*. The projects are also expressly adopted in the CRA plan and BID Updates as two Southbank Redevelopment projects, *Landmark Public Park System on the St. Johns River* and the *Complete Renovation of St. Johns River Park and Friendship Fountain*. The CIP projects are 100% designed and mostly funded. The design and construction of the Park Restaurant would be a CRA funded *park element* as contemplated in the

adopted CRA plan. In accordance with applicable governing laws, the DIA may use CRA funds to add to the scope of an approved CIP project but may not contribute to the completion of the existing scope.

The fountain recently re-opened to great fanfare and press while the park renovations are approximately 50% complete. The renovation theme, established in the *Riverfront Design Guidelines and Activity Nodes Plan* for Downtown Jacksonville that was completed in 2019 by SWA Group in conjunction with Haskell Company is "Exploring the St. Johns River" and the influence of the St. Johns River in shaping Jacksonville's past, present and future. The theme and SWA plan are incorporated in the Council adopted BID Plan. Specific improvements include a new Bartram's botanical Garden, Jean Ribault-themed playground, Picnic Pavilions, a Wedding Garden with dressing and restrooms and a Timucuan-themed concession stand for light snacks and non-alcoholic beverages.

In the Southwest portion of the park, next to the park entrance and Museum Drive Circle, there is an approximately 6,500 square foot site that Halff, the sub-contracted design firm of the park, identified as a possible food and beverage location. This site is adjacent to a parcel on which a prior private development proposal had included a park side restaurant, but that plan was withdrawn and current plans for the private site do not include a restaurant adjacent to the park and fountain.

Viability & Timing

In August 2023, DIA engaged Streetsense, a global creative collective that specializes in hospitality consulting. They were tasked with analyzing and performing market due diligence, including development of a Broker Opinion of Value as to highest and best F&B use for assigned properties located within the CRA and riverfront parks. The locations analyzed were:



- Riverfront Plaza and CRA parcels
- Shipyards West Park and CRA parcels
- St. Johns River Park

Streetsense conducted a thorough evaluation of potential food and beverage competitors in the vicinity and along key retail and residential corridors in the neighboring areas situated south of the St. Johns River.

In analyzing St. John's River Park, they concluded:

There is a prime opportunity to capitalize on the natural allure of the riverfront and the recently revitalized fountain site, as well as to create synergy with the upcoming high-rise developments planned along the Southbank of the river.

Streetsense recommends developing a vibrant hub that seamlessly integrates into the park's environment, merging indoor-outdoor spaces with retail and food & beverage. This concept is designed to closely connect with and be informed by the entertainment programming planned for the park.

To best capitalize on its unique location, the concept should maximize views of the park, river, and city. The space should integrate so seamlessly with the park that it feels like a natural extension, welcoming guests from the Riverwalk, future development sites, and parking areas in a way that fosters a new social hub for the community.

The estimated completion of park construction is Summer 2025. If the Board decides to move forward, the design of the restaurant building could begin in May of 2024 with the newly selected design team from a previously Board approved RFP. The design would take approximately four to six months with permitting and construction taking another ten to twelve months. This would allow the restaurant to open very near the opening of the park. Streetsense advises that the launch of this food and beverage concept be strategically aligned with the last phase of the park's renovation. Further, prioritizing the construction of the St. Johns River Park Restaurant will minimize the disruption to the park and its visitors after completion. *The full Streetsense report is attached as Exhibit A*

Planned and Potential F&B Locations at St. Johns River Park and Adjacent Development Pad

1. Timucuan Concession
    a. Small – 100 sq ft with nearby Picnic Pavilions
    b. Snacks, ice cream and soft drinks/iced tea
    c. Likely open afternoons, early evenings and weekends
    d. Comp menu - Current Park concession stands, but smaller
    e. Anticipated opening – mid 2025

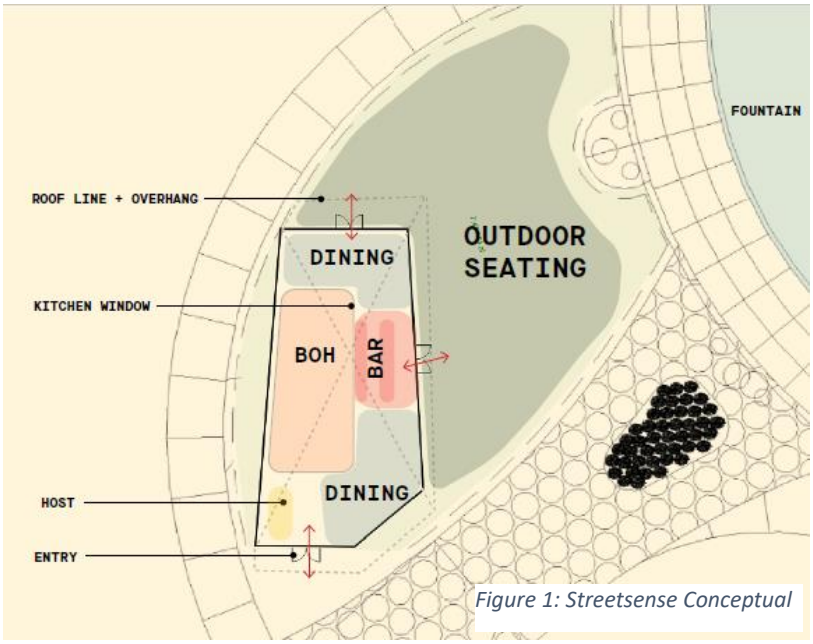
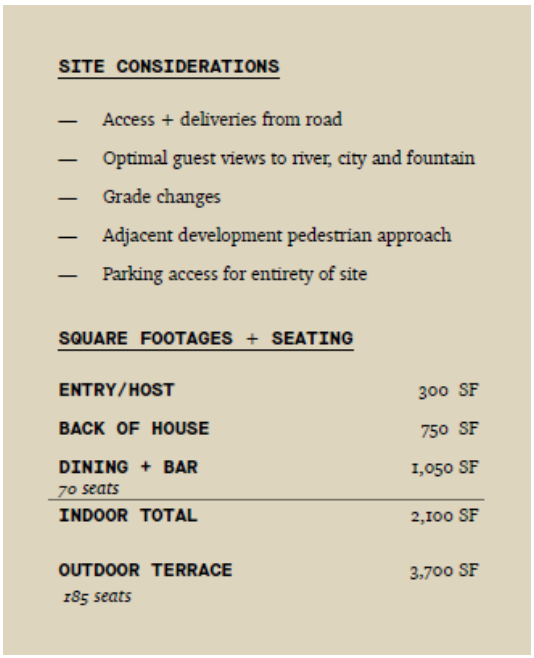


Figure 1: Streetsense Conceptual

2. *Proposed* St. John's River Park Food & Beverage
    a. Small/Medium – 1,800 – 2,400 sq ft indoor with permanent and expandable outdoor seating
    b. Contemporary casual, full or counter service

   c. Likely brunch on weekends and light dinner nightly
   d. Comps – Glass & Vine (Miami), former Grotto (San Marco)
   e. Anticipated opening – late 2025/early 2026
3. Additional Facilities in adjacent Private Development Pad
   a. Restaurant – Medium+ size, likely mid-upper scale
   b. Ship store with ice, canned beverages, snacks

Streetsense views neither the concession stand, nor any future restaurant on the adjacent private property as competitors. Instead, these are regarded as complementary enhancements that will contribute positively to the park's overall appeal and success.



Financial Estimates

The designated site is approximately 6,500 square feet with the building to take up no more than 2,400 square feet and the remainder to accommodate outdoor seating. Streetsense and other recent comparable projects estimate a total build out, not including tenant provide FF&E, at $370-$480 per square foot. Assuming the maximum size at the maximum cost, total development costs would be $1,152,000. Additional design costs estimated at a maximum of 15% and soft costs and construction overhead estimated at 25% bring a total estimated cost of approximately $1,700,000.

In their assessment, and consistent with market conditions, Streetsense recommends a lease rate of $35-55 per square foot with NNN of $10 per square foot. This would provide a return of $135,000 to $195,000 per year for rent, insurance and maintenance. However, in other park managed restaurant locations, PRCS has elected to accept lower rents in exchange for greater control over operations.

Recommendation

The staff recommends moving forward with the design and construction of a boutique food and beverage location at St. Johns River Park in accordance with the terms of Resolution 2024-04-09.



JACKSONVILLE WATERFRONT

FRIENDSHIP FOUNTAIN F&B ANALYSIS

PREPARED FOR DOWNTOWN INVESTMENT ALLIANCE
REVISED: MARCH 27, 2024

STREETSENSE

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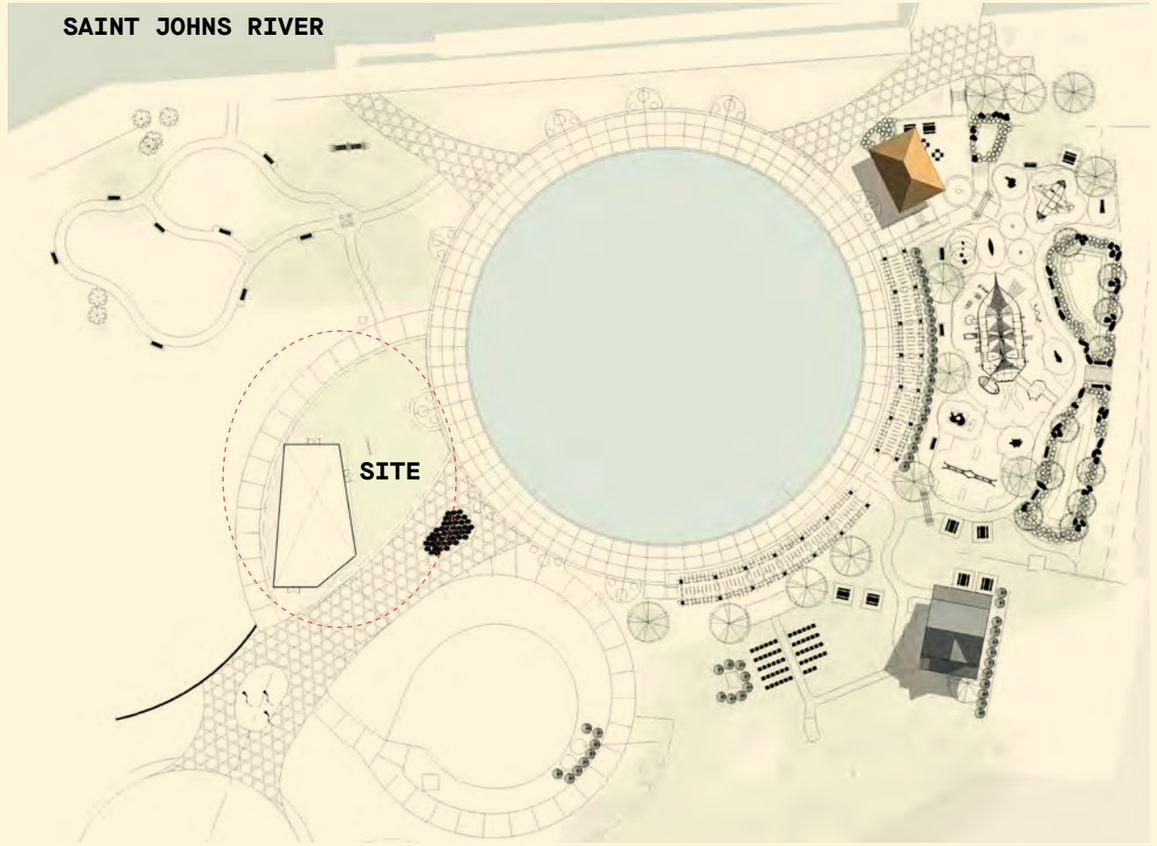
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PROJECT OVERVIEW

The Downtown Investment Alliance (DIA) has commissioned Streetsense to provide strategic recommendations concerning the design, format, and economic feasibility of a prospective food and beverage venue at Friendship Fountain, located on the Southbank of the St. Johns in Jacksonville, Florida.

Drawing on insights from a previously conducted market survey and analysis at Shipyards West and Riverfront Plaza, Streetsense will utilize this valuable market knowledge to shape our strategic advice for Friendship Fountain. Our approach will take into account the viewpoints of potential guests, forthcoming developments, prospective operators, and the property owner.





SOUTHBANK

Streetsense conducted a thorough evaluation of potential food and beverage competitors in the vicinity and along key retail and residential corridors in the neighboring areas situated south of the St. Johns River.

SOUTHBANK

1	Chart House
2	Sake House
3	The Southern Grill
4	bb's restaurant and bar
5	Ruth's Chris Steak House
6	High Tide

SAN MARCO

1	Locals'
2	1937 Spirits & Eatery
3	Sidecar
4	Bar Molino
5	Pink Salt Restaurant and Wine
6	Bistro AIX
7	Matthew's Restaurant
8	Rue Saint Marc
9	Town Hall Restaurant Jacksonville
10	Oceana
11	Taverna



NEIGHBORHOOD CONTEXT

The vicinity of Friendship Fountain is lightly populated, with its landscape dominated by vast hospital complexes and employment centers flanking the site. Along Riverplace Boulevard and Prudential Drive, a cluster of high-occupancy hotels and emerging high-rise residences are situated eastward, accessible via the Riverwalk. In the area, a select number of established restaurants operate as destinations, offering ample parking or integration within hotel or building infrastructures. Notably, the immediate area lacks street-level retail presence.

Just beyond the southern boundary of I-95 lies one of Jacksonville's most dynamic and pedestrian-friendly neighborhoods, brimming with boutique stores, a variety of restaurants, bars, and sidewalk cafes. The culinary offerings in this zone are quite diverse and eclectic, serving the tastes of both local residents and visitors from afar.

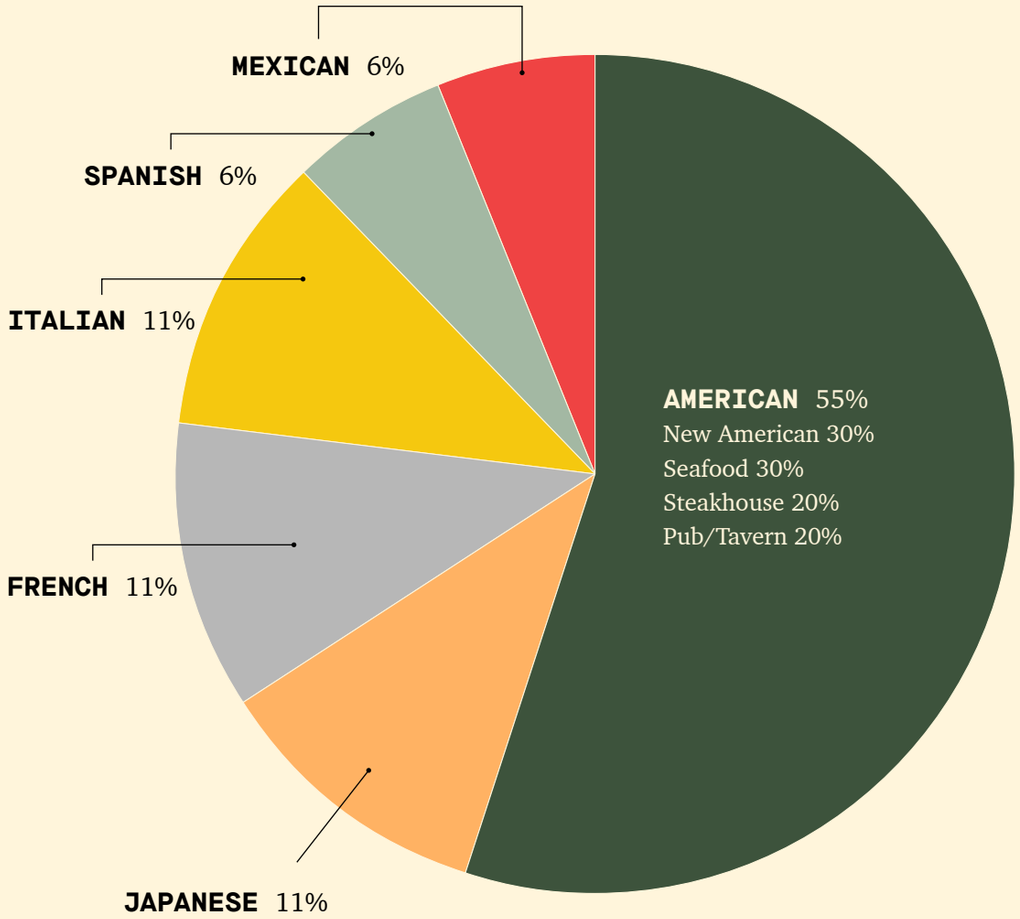
In contrast, the San Marco area is witnessing the rise of neighborhood-oriented, beverage-centric, upscale casual bar concepts—a niche not reflected in Southbank, where the options are predominantly larger, hotel-adjacent chain establishments or smaller dine-in restaurants, along with a smattering of dive bars.



SIDECAR

BAR MOLINO



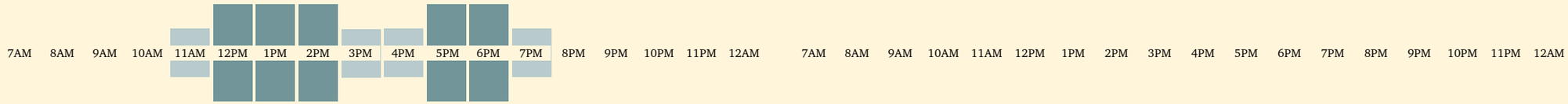


	BEER	COCKTAIL	ENTRÉE
SAN MARCO	$ 7.25	$ 13.14	$ 29.00
SOUTHBANK	$ 6.67	$ 13.00	$ 29.73

DAYPART POTENTIAL

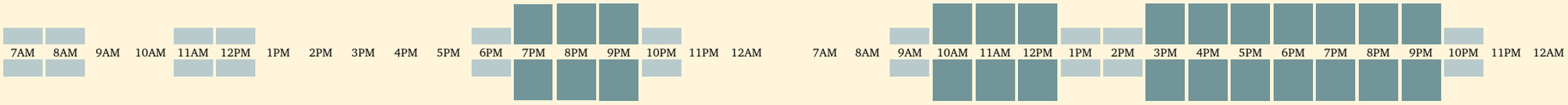


SOUTHBANK WORKFORCE



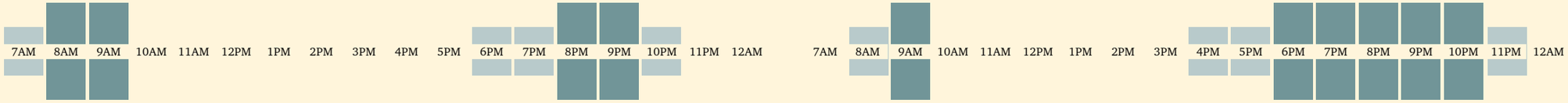


SOUTHBANK RESIDENTS



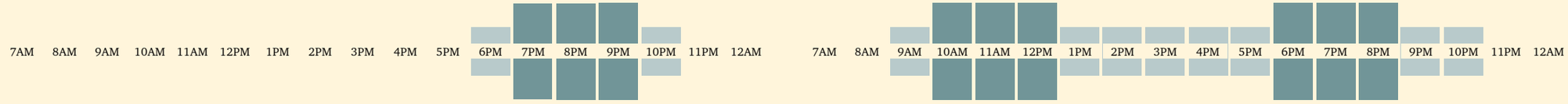


HOTEL GUESTS





REGIONAL RESIDENTS



OPPORTUNITY

There is a prime opportunity to capitalize on the natural allure of the riverfront and the recently revitalized fountain site, as well as to create synergy with the upcoming high-rise developments planned along the Southbank of the river.



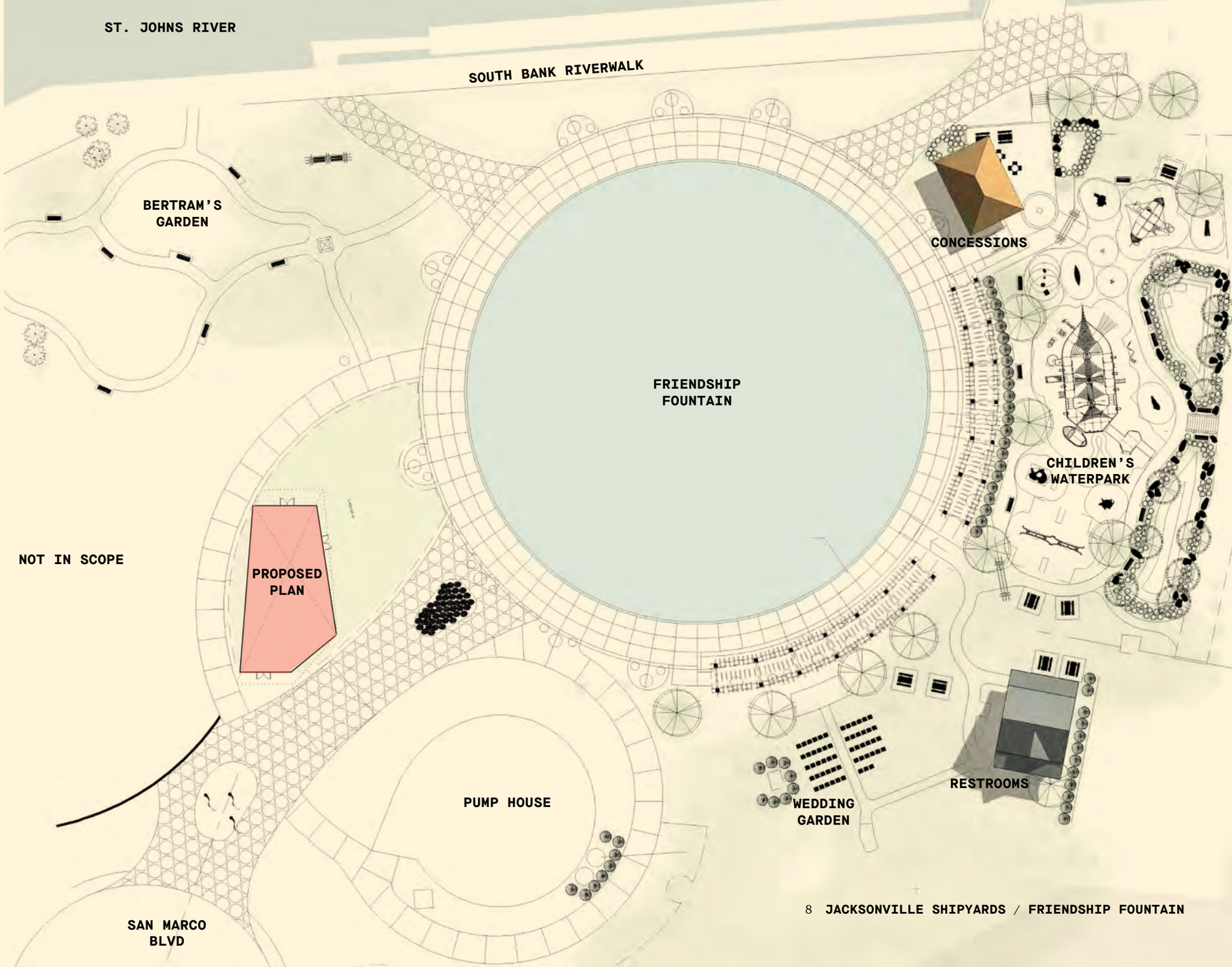






Streetsense recommends developing a vibrant hub that seamlessly integrates into the park's environment, merging indoor-outdoor spaces with retail and food & beverage. This concept is designed to closely connect with and be informed by the entertainment programming planned for the park.

SITE PLAN


ST. JOHNS RIVER
SOUTH BANK RIVERWALK
BERTRAM'S GARDEN
FRIENDSHIP FOUNTAIN
CONCESSIONS
CHILDREN'S WATERPARK
NOT IN SCOPE
PROPOSED PLAN
PUMP HOUSE
WEDDING GARDEN
RESTROOMS
SAN MARCO BLVD



To best capitalize on its unique location, the concept should maximize views of the park, river, and city. The space should integrate so seamlessly with the park that it feels like a natural extension, welcoming guests from the Riverwalk, future development sites, and parking areas in a way that fosters a new social hub for the community. This concept aims to attract visitors from other neighborhoods by offering a distinctive open-air hospitality experience, unlike anything available in the San Marco streetscape or the quiet, but well-lit commercial and residential areas of Southbank.

FRIENDSHIP FOUNTAIN F&B

WINE BAR | GOURMET GROCER | WEEKEND BISTRO

The Friendship Fountain food and beverage space is poised to become an iconic destination for the residents of Jacksonville's eclectic San Marco neighborhood, as well as a vibrant social hub for those living in the hotel and residential towers on the Southbank of the riverfront. Featuring generous riverfront seating and a straightforward operating model, this unique combination of retail, bar, and outdoor space will inject a lively new neighborhood concept into Jacksonville.



TENANT QUALITIES

- Local / Regional
- Casual Wine-Focused
- High-Calibre Operator
- Light Bright Culinary Concept
- Daytime Retail Appeal
- Neighborhood Tastemakers

DESIGN APPROACH

PARK INTEGRATION

The outdoor area of the Friendship Fountain food and beverage space will be seamlessly connected to the park's pathways and landscaping, blurring the lines between the public park and the venue itself. This design is intentional, with an openness and accessibility from all directions that encourages patrons to casually gather and flow into the dining and leisure areas.

INDOOR RETAIL / OUTDOOR EVENTS

The indoor area will feature a cozy tasting bar alongside the back-of-house infrastructure, complemented by meticulously crafted millwork, coolers, and casegoods that highlight the gourmet offerings. The outdoor space will be designed to accommodate events that naturally extend into the park, providing an atmospheric backdrop when there is no other programming scheduled nearby.

LIMITED SERVICE MODEL

The daytime menu will be concise, offering a selection of snacks and wines available by the glass or bottle for social enjoyment. In the evening and on weekends, the menu will expand, though it will still utilize tableside QR codes and runners to facilitate orders, avoiding overly attentive service. This approach allows the space to adapt fluidly to accommodate dining groups of various sizes.

INSPIRATION























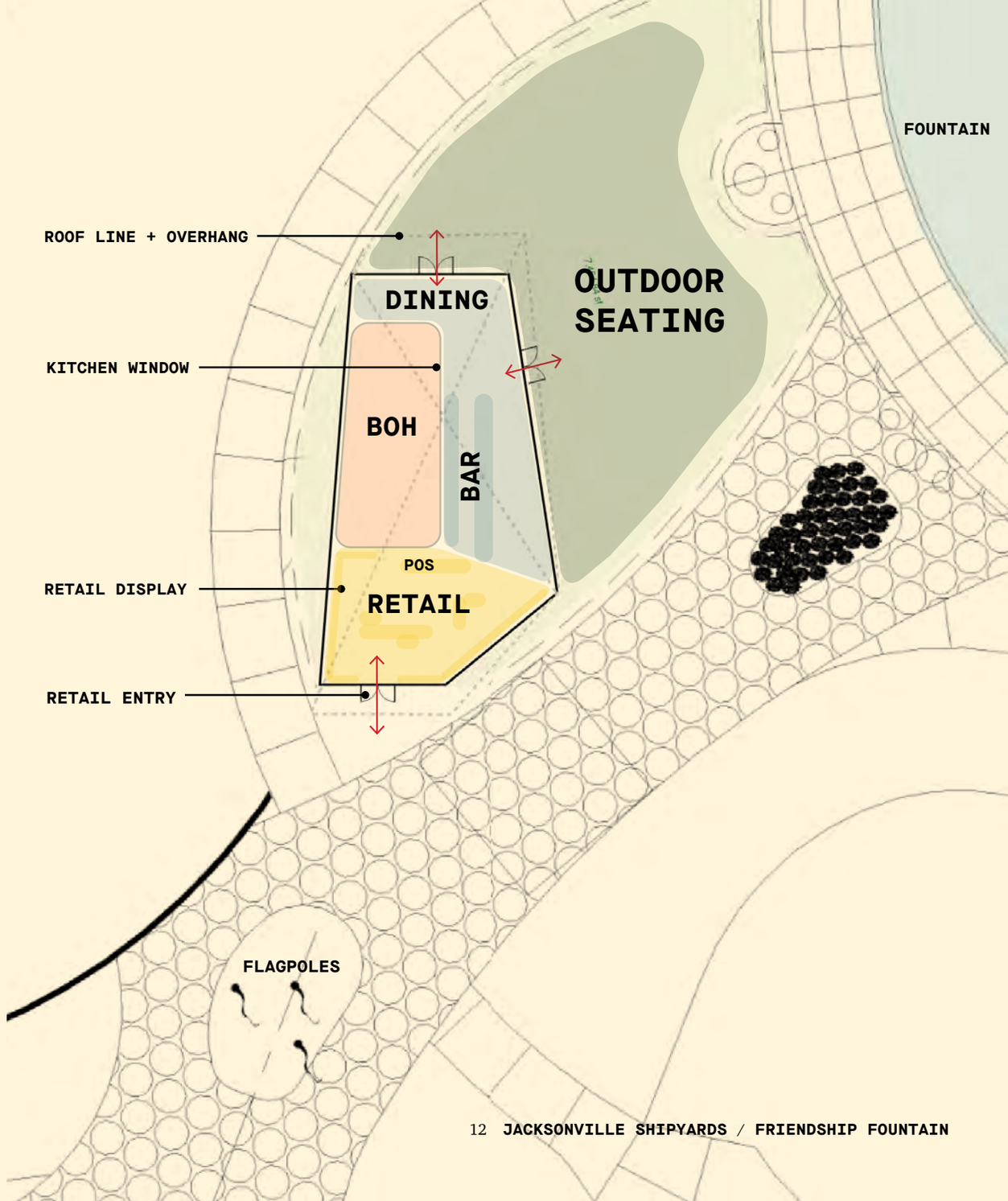
DESIGN ANALYSIS

SITE CONSIDERATIONS

- Access + deliveries from road
- Optimal guest views to river, city and fountain
- Grade changes
- Adjacent development pedestrian approach
- Parking access for entirety of site

SQUARE FOOTAGES + SEATING

RETAIL	720 SF
BACK OF HOUSE	750 SF
BAR + DINING *60 seats*	930 SF
INDOOR TOTAL	2,400 SF
OUTDOOR TERRACE *185 seats*	3,700 SF
TOTAL SITE	7,455 SF



LOOK & FEEL / EXTERIOR

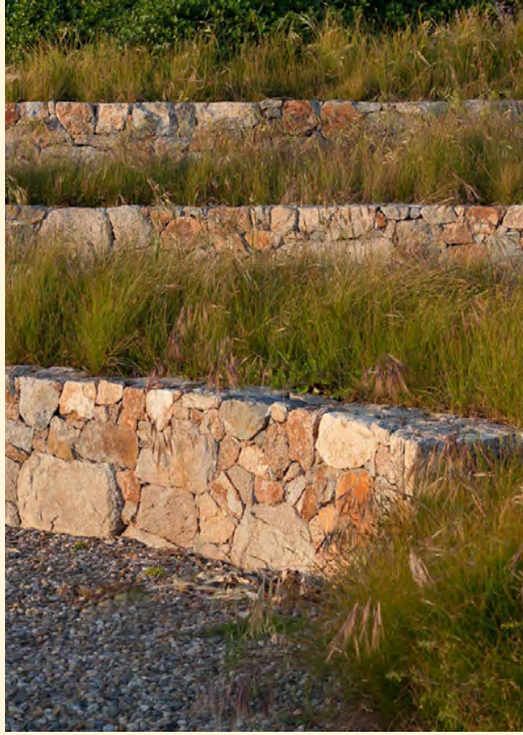
Inspired by the Prairie Style architecture in Jacksonville designed by architect John Klutho, the bottle shop + wine garden seamlessly integrates with its natural surroundings, with minimally-pitched rooflines and deep overhanging eaves at the retail entry and patio.

Large windows flood the bar and wine shop with sunlight and provide views of the outdoors, including St. Johns River and the revitalized Friendship Fountain.

Natural materials in soft tones and a terraced patio sweep down to the fountain maximizing views and harmonizing with the landscape.













LOOK & FEEL / INTERIOR















ECONOMICS / SITE

2,400

TOTAL SF

$185–$225

BASE BUILD CONSTRUCTION / SF

$3m to $4m

SALES

Cold Dark Shell

LANDLORD DELIVERY CONDITION

$35–$55

NET RENT / SF

$175–$225

TENANT IMPROVEMENT / SF

$10

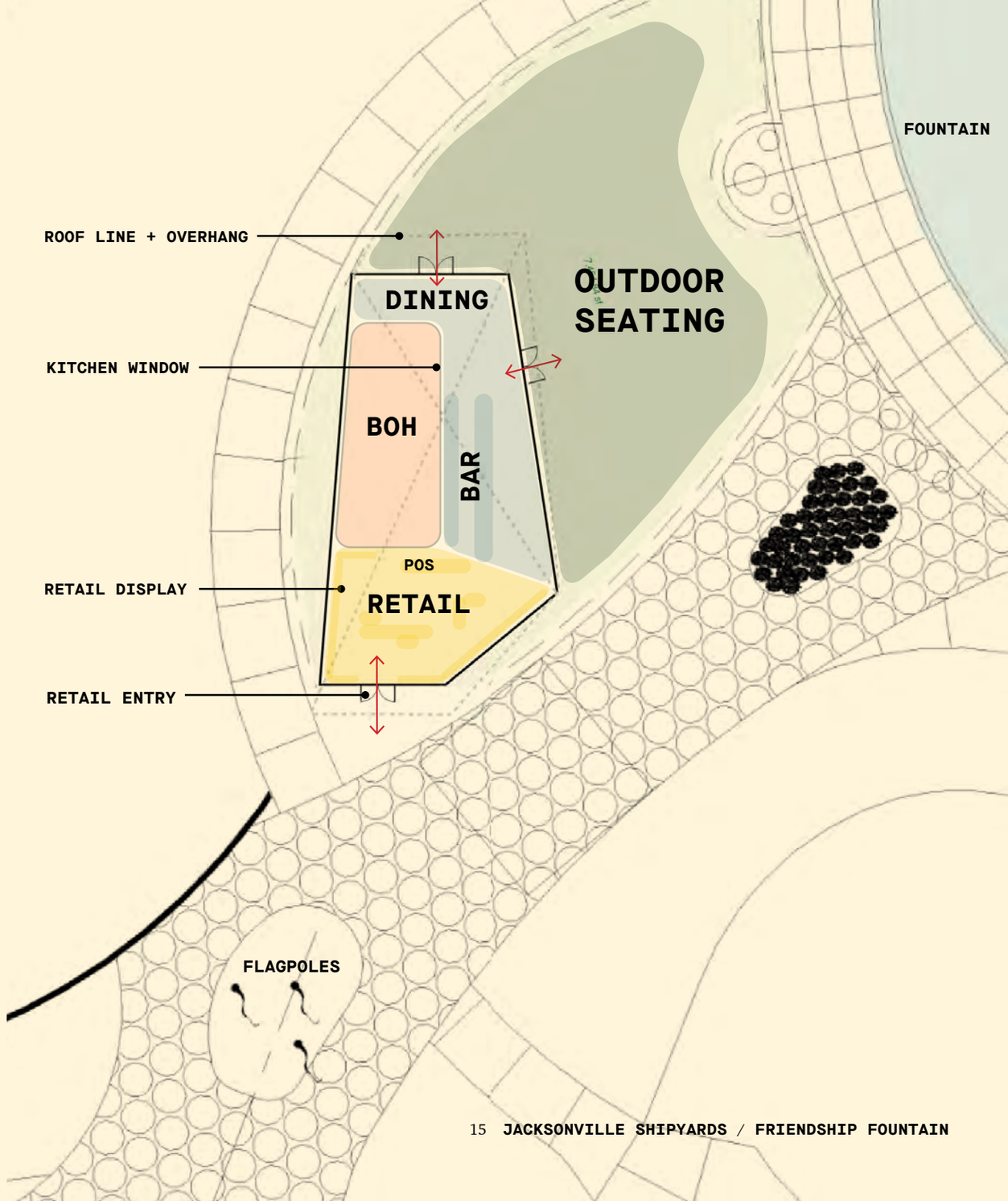
NNN'S / SF

10 years

LEASE TERM

$10-$30

SITE WORK / SF



DAYPARTS

Primarily driven by afternoon, evening, and weekend traffic, the daytime is minimally staffed and operates at a higher margin, with the retail component driving the majority of daytime sales alongside a very limited à la carte offering. In the evening and throughout the weekend, the outdoor space will invigorate the neighborhood and serve as a unique attraction, enabling safe enjoyment of the park site with one of Jacksonville's first outdoor-oriented waterfront concepts. Wine garden hours may extend into weekday lunches and later into the evenings as the market develops, supported by additional residential spaces, programmed events, and increased Riverwalk foot traffic. The gourmet grocer's daytime staff can also support a larger food menu as the opportunity and area evolve, with retail sales cushioning the impact of lower daytime foot and vehicular traffic.

	M	T	W	T	F	S	S
GOURMET GROCER	11–8	11–8	11–8	11–8	11–9	10–9	10–8
WINE GARDEN	4–8	4–8	4–8	4–9	4–9	10–9	10–8

ECONOMICS / OPERATOR

DAYPART	ANNUAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Breakfast	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lunch	$ 978,250	$ 42,065	$ 43,043	$ 94,695	$ 120,031	$ 131,086	$ 88,923	$ 89,706	$ 80,608	$ 96,749	$ 90,879	$ 58,988	$ 41,478
Dinner	$ 2,491,775	$ 107,146	$ 109,638	$ 241,204	$ 305,741	$ 333,898	$ 226,502	$ 228,496	$ 205,322	$ 246,437	$ 231,486	$ 150,254	$ 105,651
Retail	$ 375,000	$ 16,125	$ 16,500	$ 36,300	$ 46,013	$ 50,250	$ 34,088	$ 34,388	$ 30,900	$ 37,088	$ 34,838	$ 22,613	$ 15,900
TOTAL	$ 3,845,025	$ 165,336	$ 169,181	$ 372,198	$ 471,785	$ 515,233	$ 349,513	$ 352,589	$ 316,830	$ 380,273	$ 357,203	$ 231,855	$ 163,029

REVENUE TYPE	ANNUAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Food	$ 1,832,838	$ 78,812	$ 80,645	$ 177,419	$ 224,889	$ 245,600	$ 166,605	$ 168,071	$ 151,026	$ 181,268	$ 170,271	$ 110,520	$ 77,712
Beverage	$ 1,637,188	$ 70,399	$ 72,036	$ 158,480	$ 200,883	$ 219,383	$ 148,820	$ 150,130	$ 134,904	$ 161,918	$ 152,095	$ 98,722	$ 69,417
Beer	$ 173,501	$ 7,461	$ 7,634	$ 16,795	$ 21,289	$ 23,249	$ 15,771	$ 15,910	$ 14,297	$ 17,159	$ 16,118	$ 10,462	$ 7,356
Wine	$ 1,463,686	$ 62,939	$ 64,402	$ 141,685	$ 179,594	$ 196,134	$ 133,049	$ 134,220	$ 120,608	$ 144,759	$ 135,976	$ 88,260	$ 62,060
Liquor	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Retail	$ 375,000	$ 16,125	$ 16,500	$ 36,300	$ 46,013	$ 50,250	$ 34,088	$ 34,388	$ 30,900	$ 37,088	$ 34,838	$ 22,613	$ 15,900
TOTAL	$ 3,845,025	$ 165,336	$ 169,181	$ 372,198	$ 471,785	$ 515,233	$ 349,513	$ 352,589	$ 316,830	$ 380,273	$ 357,203	$ 231,855	$ 163,029

COST OF GOODS	ANNUAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Food	$ 476,538	$ 20,491	$ 20,968	$ 46,129	$ 58,471	$ 63,856	$ 43,317	$ 43,699	$ 39,267	$ 47,130	$ 44,270	$ 28,735	$ 20,205
Beverage	$ 360,181	$ 15,488	$ 15,848	$ 34,866	$ 44,194	$ 48,264	$ 32,740	$ 33,029	$ 29,679	$ 35,622	$ 33,461	$ 21,719	$ 15,272
Retail	$ 168,750	$ 8,063	$ 8,250	$ 18,150	$ 23,006	$ 25,125	$ 17,044	$ 17,194	$ 15,450	$ 18,544	$ 17,419	$ 11,306	$ 7,950
TOTAL	$ 1,005,469	$ 44,041	$ 45,066	$ 99,144	$ 125,672	$ 137,245	$ 93,102	$ 93,921	$ 84,396	$ 101,295	$ 95,150	$ 61,760	$ 43,427

EXPENSE	ANNUAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Labor Cost	$ 1,464,666	$ 62,981	$ 64,445	$ 141,780	$ 179,715	$ 196,265	$ 133,138	$ 134,310	$ 120,688	$ 144,855	$ 136,067	$ 88,319	$ 62,102
Operating Expenses	$ 631,853	$ 27,170	$ 27,802	$ 61,163	$ 77,528	$ 84,668	$ 57,435	$ 57,941	$ 52,065	$ 62,490	$ 58,699	$ 38,101	$ 26,791
TOTAL	$ 2,096,519	$ 90,150	$ 92,247	$ 202,943	$ 257,243	$ 280,934	$ 190,574	$ 192,251	$ 172,753	$ 207,346	$ 194,767	$ 126,420	$ 88,892

GROSS OPERATING PROFIT	$ 724,287	$ 31,144	$ 31,869	$ 70,111	$ 88,870	$ 97,054	$ 65,838	$ 66,417	$ 59,681	$ 71,632	$ 67,286	$ 43,674	$ 30,710
	18.8%												

As a beverage-focused, seated offering with a full back of house, wine, and retail program for off-premise sales, this venue performance will not be negatively impacted by the snack bar planned adjacent to the site.

A limited indoor footprint allows the operation to flex to support the business when it is there, and contract in slower times without stigma while still providing value to the neighborhood through retail and ample integrated park seating.

PHASING PLAN

TASK	DURATION	2024 Q1	2024 Q2	2024 Q3	2024 Q4	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	2027 Q1	2027 Q2	2027 Q3	2027 Q4
Base Building : Design / Permitting	3 months																
Base Building : Construction	6 months																
Marketing: Collateral / Go-to-Market	1 month																
Opening Date: Concessions																	
Negotiation: LOI	3 months																
Negotiation: Lease	3 months																
Tenant: Design	3 months																
Tenant: Permitting	3 months																
Tenant: Construction	6 months																

Ensuring the seamless integration of both the outdoor seating and the indoor ambiance with Friendship Fountain park's essence is vital. This cohesion should reflect a deep connection and thoughtful consideration of the park's overall character and aesthetics.

Streetsense advises that the launch of this food and beverage concept be strategically aligned with the third phase of the park's renovation. It should also establish a direct connection with Bertram's Garden, enhancing the site with water views and an expansive outdoor seating area that naturally blends with both the fountain and garden amenities.

Furthermore, Streetsense views neither the concession stand nor any future restaurant on the adjacent private property as competitors. Instead, these are regarded as complementary enhancements that will contribute positively to the park's overall appeal and success.

Addressing the need for patron parking is crucial. Developing a comprehensive plan to optimize the use of available area parking and minimize the effects of any ongoing construction is essential for the success of this concept, ensuring convenient access for all visitors.



GLASS & VINE
MIAMI, FLORIDA

Neighborhood bar and restaurant with a large canopied patio spilling into Peacock Park



ST. VINCENT
WASHINGTON, DC

Small wine shop with upstairs cocktail bar and small restaurant opens up to a backyard garden



BACCHANAL WINE
NEW ORLEANS, LOUISIANA

Corner wine and cheese shop hosts casual backyard parties with daily jazz and paired small plates

GLASS & VINE

MIAMI, FLORIDA

DEVELOPER	Grove Bay Hospitality
OPENED	2016
SIZE	1,500 square feet; 4,600 square feet total; 200 seats
F&B	1 indoor/outdoor bar | small kitchen for lunch, weekend brunch, dinner + happy hour

Nestled within Miami's Coconut Grove neighborhood, Glass & Vine is located in the historic Chamber of Commerce "Glass House" building amidst the lush greenery of Peacock Park. From leisurely brunches to lively happy hours, Glass & Vine is a neighborhood favorite with its canopy of lights, central location and expansive tiered patio that makes up the majority of the seating. Weekly events infuse the park with energy and excitement, making it a destination for locals and visitors alike.









WHAT WE LIKE | LEARNED LESSONS

- Indoor/outdoor bar brings guests into the patio
- Canopy of sparkling lights and leaves create a special ambience perfect for events and group gatherings
- Landscaping and tiered terraces provide sense of place integrated into the natural surroundings
- Historic architecture feels tied to the neighborhood

STREETSENSE

ST. VINCENT

WASHINGTON, DC

DEVELOPER	Privately Owned by Frederick Uku and Peyton Sherwood
OPENED	2020
SIZE	2,800 sf indoors; 6,814 square feet total; 300 seats
F&B	1 indoor cocktail bar | Wine-&-cheese store featuring small plates and weekend brunch

At St. Vincent in Washington DC, wine enthusiasts are welcomed by an inviting bottle shop upfront, offering a curated selection of wines. Beyond, the space unfolds into a upstairs cocktail bar and expansive, casual “wine garden” where guests can enjoy their chosen bottles or cocktails alongside simple food offerings, creating a convivial atmosphere for wine lovers to gather and unwind.









WHAT WE LIKE | LEARNED LESSONS

- Guests are greeted by storefront wine shop, providing an “in-the-know” experience for those enjoying the bar and outdoors
- Programming includes a wine club, live jazz, delivery options
- Daily cheese + charcuterie menu with full brunch menu for Saturday + Sunday

STREETSENSE

BACCHANAL WINE

NEW ORLEANS, LOUISIANA

DEVELOPER	Privately owned by Adrian Mendez and Joaquin Rodas
YEAR BUILT	2002
SIZE	200 seats & 50-person private dining
F&B	1 indoor bar with wine and cheese shop and outdoor kitchen

What started as a sleepy wine shop in New Orleans' outskirts has become one of the city's most vibrant venues featuring hundreds of wines, weekly free wine tastings, live music and outdoor dining. Taking advantage of the year-round warm weather, Bacchanal is a quintessential, neighborhood corner shop hosting laidback backyard parties perfect for friends and groups.









WHAT WE LIKE | LEARNED LESSONS

- Outdoor kitchen and daily jazz performances draw in guests all week long
- Deeply connected to the neighborhood
- Private dining room and buyout options make for a perfect event space
- No fuss, no frills design encourages casual gatherings

STREETSENSE

641 **S ST NW**
WASHINGTON, DC 20001
STREETSENSE.COM

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THANK YOU.

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TAB III.F

RESOLUTION 2024-04-10 TRIO

RESOLUTION 2024-04-10

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

WHEREAS, Laura Trio, LLC, is the owner of three (3) historic buildings collectively referred to as the "Laura Trio" a/k/a "Laura Street Trio" and individually known as the Florida National Bank Building, the Bisbee Building and the Florida Life Insurance Building"; and

WHEREAS, Ordinance 2023-876 was filed in late 2023 and proposed a variety of incentives to support renovation of the Laura trio and facilitate the proposed new construction multifamily and hotel; and

WHEREAS, Ordinance 2023-876 was discussed by City Council following presentations by the Developer, City staff, and DIA on January 4, 2024; and

WHEREAS, in light of the many concerns raised by the City's Office of general Counsel, the City's CFO, the Council Auditors and DIA staff, City Council directed DIA to work with Mr. Stephen Atkins and Mr. Jason Gabriel, his attorney, to as quickly as possible consider other potential funding solutions to save the historic buildings and return to Council with those recommendations; and

WHEREAS, the Council President did not impose a deadline of April but suggested that we should have a response by April; and

WHEREAS, Mayor's Office did establish a deadline of the April DIA Board meeting for DIA Board approval of any proposal; and

WHEREAS, in early January, the DIA staff , in consultation with the CFO and Office of General Counsel ("OGC"), developed three options to fund restoration of the historic buildings that OGC found to be legally permissible, and the CFO agreed would be financially possible for the City if approved by City Council; and

DRAFT

WHEREAS, on January 10, 2024, DIA staff requested the opportunity to meet and present such options and begin a productive dialogue, followed up by multiple attempts to schedule a meeting; and

WHEREAS, on February 1, 2024 a meeting was held in DIA offices at which DIA reiterated that the Capital One proposal pending before Council, or variations thereof wherein the City guaranteed the private development debt, were not on the table for consideration, and at which we presented three alternatives, each of which fully funded the construction cost of the historic renovations as identified by the Turner Construction data provided to DIA, but contemplated different ownership and finance structures; and

WHEREAS, in an email dated February 15, 2024, Mr. Atkins indicated that options 1 (pursuant to which the City would purchase the property at appraised value and fund the restoration) and 3 (pursuant to which the City would purchase the property and lease the building back for restoration) were "non-starters" for him; and

WHEREAS, in the same email, Mr. Atkins indicated a desire to continue to consider option 2, (in which he retained ownership of the historic properties and the City funded restoration partially by grant and partially with a loan) but only in conjunction with obtaining financing for the larger new construction projects which were not part of the City's proposal; and

WHEREAS, after nearly three months had elapsed since the Jan. 4th meeting and following deadlines established by the Mayor's Office, and Council direction, DIA requested a meeting and response the last week of March that could be taken to our Board for April consideration; and

WHEREAS, at a meeting held on March 29th in DIA offices, Mr. Atkins presented a proposal and delivered multiple term sheets, including a financing proposal from Goldman Sachs for the multifamily portion of the project, but also included an only slightly modified proposal from Capital One (that required an unconditional City guaranty) as the financing source for the hotel new construction; and

WHEREAS, Mr. Atkins expressed several times during the March meeting his unwillingness to proceed without inclusion of the hotel component; and

WHEREAS, OGC maintains that the modified Capital One proposal presented to DIA on March 29th does not eliminate previous constitutional concerns; and

WHEREAS, many of the same financial concerns expressed in January also remain as part of the Capital One term sheet; and

WHEREAS, considering all aforementioned concerns, DIA staff cannot recommend a term sheet to the Board for consideration at its April meeting and is instead presenting this Resolution for consideration by the Board and delivery to the Mayor and City Council.

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 has in good faith offered three financing solutions that are legally permissible and would fund the restoration of the historic buildings.

Section 3. The Developer has not accepted any of those alternatives as presented.

Section 4. The Developer has provided an alternative proposal, inclusive of a Capital One term sheet, that DIA cannot consider based on the advice of OGC and the CFO; and at this point the Developer is unwilling to proceed on any basis that does not include the Capital One financing alternative.

Section 5. The DIA therefore forwards to the Mayor and City Council its recommendation that the ~~current~~ Developer proposal presented March 29, 2024, be rejected and recommends that 2023-876 be withdrawn as no acceptable substitute has been agreed upon that can be considered by the Board.

Section 6. The DIA remains willing to discuss future alternative financing structures that exclude the unconditional Guaranty of the City and are otherwise legally permissible as determined by the City's Office of General Counsel.

Section 7. The Effective Date of this Resolution is the date upon execution of this Resolution by the Chair of the DIA Board.

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

_____ _____ _____

Jim Citrano, Chairman Date

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

TAB IV.A

MARCH 20TH, 2024 DOWNTOWN INVESTMENT AUTHORITY MEETING MINUTES APPROVAL

Downtown Investment Authority
Downtown Investment Authority Hybrid Meeting
Wednesday, March 20th, 2024, 2:00 p.m.

Downtown Investment Authority Hybrid Meeting
DRAFT MEETING MINUTES

DIA Board Members (BM): Jim Citrano, Board Chair; Braxton Gillam, Esq.; Sondra Fetner, Esq.; Patrick Krechowski, Esq.; Micah Heavener; Melinda Powers, Esq.; Scott Wohlers

Mayor's Office: None

Council Members: None

DIA Staff: Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Downtown Real Estate and Development; Guy Parola, Director of Operations; Allen DeVault, Project Manager; Todd Higginbotham, Parking Strategy Coordinator; Sheri Weber, Marketing and Communications Manager; Ava Hill, Administrative Assistant

Office of General Counsel: John Sawyer, Esq.

I. CALL TO ORDER

Board Chair Citrano called to order the Downtown Investment Authority Meeting at 2:51 PM.

II. DOWNTOWN INVESTMENT AUTHORITY

A. FEBRUARY 21ST 2024 DOWNTOWN INVESTMENT AUTHORITY MEETING MINUTES APPROVAL

Board Chair Citrano called for a vote to approve the February 21st, 2024, Downtown Investment Authority Meeting Minutes as presented.

Motion: Member Heavener motioned to move to approve the meeting minutes.
Second: Member Fetner seconded the motion.

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

MOTION PASSED UNANIMOUSLY 6-0-0

III. CEO INFORMATIONAL BRIEFING

A. OLD AND NEW BUSINESS

Before CEO Boyer suggested approving the minutes from the March 8th Worshop and then allowing Member Fetner to present a new business item.

Board Chair Citrano called for a vote to approve the March 8th, 2024, workshop minutes as presented.

Motion: Member Krechowski motioned to move to approve the meeting minutes.
Second: Member Powers seconded the motion.

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

MOTION PASSED UNANIMOUSLY 6-0-0

Board Chair Citrano gave the floor to Member Fetner.

Member Fetner mentioned the budget transfer for the riverwalk enhancements and suggested the Board hear from those who are activating the riverwalk about constraints they're experiencing to make sure the Board suggestions aren't just aesthetic but functional. She asked if this could be discussed at SIC.

CEO Boyer responded that it wouldn't be a problem.

B. DOWNTOWN PROJECT UPDATE AND CEO REPORT

Using a PowerPoint presentation, C.E.O. Boyer described various project updates and then reviewed performance measures for the following:

- Budget
- Parking- RFP Responses
- Architectural Services RFP closes March 20th.
- Professional Services Contracts
- Capital Projects Updates
- Development Updates
- Pending Legislation

CEO Boyer announce that River Jams would start the first Thursday in April and that it would be held on the old Courthouse City Hall Annex site.

Ava Hill advised the Board that the Ethic Training scheduled for March 21st was cancelled.

Board Chair Citrano mentioned to the newer Board Members that they are required to take 4 hours of ethics training and that there are several options throughout the year to get that completed.

He also mentioned the Governance and Nominating meetings to be held in April and encouraged the board members to think about serving in a leadership role.

IV. ADJOURNMENT

Seeing there was no further discussion, Board Chair Citrano adjourned the DIA meeting at 3:21 PM.

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

DRAFT

TAB IV.B.i

RESOLUTION 2024-04-04 DEDF FY 25 PROPOSED BUDGET

RESOLUTION 2024-04-04

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ACTING AS THE DOWNTOWN ECONOMIC DEVELOPMENT AGENCY TENTATIVELY ADOPTING FISCAL YEAR 2024-2025 BUDGET FOR THE DOWNTOWN ECONOMIC DEVELOPMENT FUND, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Downtown Investment Authority ("DIA") is the Downtown Economic Development Agency pursuant to Ordinance 2012-0364; and

WHEREAS, as the Downtown Economic Development Agency, the DIA is responsible for developing, recommending, and implementing the budget for the Downtown Economic Development Fund; and

WHEREAS, the City has requested tentative budget submissions by April 28, 2024; and

WHEREAS, the Finance and Budget Committee of DIA held a public meeting on April 12, 2024, at which it recommended that the DIA Board tentatively approve the Downtown Economic development Fund Budget, attached hereto as Exhibit A; and

WHEREAS, a revised budget will be presented to the Board in June for final consideration if revenue or expense numbers change by more than $ 50,000.00 from the budget adopted hereby; and

WHEREAS, in order to promote economic development, private capital investment and otherwise fulfill the DIA's purposes, the attached budget for Fiscal Year 2024-2025 is to be submitted by the DIA's Chief Executive Officer for initial budget input and unless modified in June, for consideration by the Mayor's Budget Review Committee and the Jacksonville City Council.

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

Section 1. The Downtown Economic Development Fund for Fiscal Year 2024-2025 attached hereto as Exhibit 'A' is hereby adopted by the DIA.

Section 2. The CEO is authorized to submit this budget and make necessary changes thereto as required to reflect changes in actual FY25 revenue projections and FY 25 investment pool earnings with an adjusting entry in the Park Programming and Maintenance budget to the extent that the aggregate increase or decrease in revenue is no more than $50,000.00.

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

[SIGNATURES ON FOLLOWING PAGE]

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

_____ _____ _____
Jim Citrano, Chair Date

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

RESOLUTION 2024-04-04 EXHIBIT A_REVISED
PROPOSED DEDF BUDGET
FY 24-25

DOWNTOWN ECONOMIC DEV FUND FY 24/ 25 Budget		FY 24 / 25 PROPOSED
Revenue		
INTEREST INCOME (510 N.JULIA, LLC/PORTER HOUSE)		$5,146.39
INTEREST INCOME (ALE KINGS HOLDINGS, LLC)		$7,902.22
INTEREST INCOME (218 W. CHURCH, LLC/BAPTIST CONV)		$41,278.06
INTEREST INCOME (218 W. CHURCH /FEDERAL RESERV.)		$29,942.18
TRANSFER IN FROM GENERAL FUND*		$250,000.00
Total Revenue:		**$334,268.85**

EXPENSES		
DOWNTOWN ECONOMIC DEVELOPMENT FUND: IMPROVEMENTS OTHER THAN BUILDINGS (FY 17 FUNDING)		
DOWNTOWN ECONOMIC DEVELOPMENT FUND: OTHER CONSTRUCTION		
SUBSIDIES & CONTRIBUTIONS		
FORGIVABLE LOANS		
FORGIVABLE LOANS-LAURA ST TRIO PROJECT		
LOANS		
DOWNTOWN RETAIL ENHANCEMENT PROGRAM		
DOWNTOWN PARKS PROGRAMMING & MAINTENANCE		$334,268.85
ALE KINGS HOLDINGS, LLC		
REGIONS DPRP		
Captial Projects Accounts		
RETAIL HOUSING & DEVELOPMENT		
ECONOMIC DEVELOPMENT		
GREENSCAPE AND HARDSCAPE		
TREATY OAK PARK - DEDICATED FUNDING		
NON PROJECT SPECIFIC FUNDING, LAVILLA		
SHIPYARD REMEDIATION AND PARK DEVELOPMENT		

TAB IV.B.ii

RESOLUTION 2024-04-05 FY 25 PROPOSED ADMIN BUDGET

RESOLUTION 2024-04-05

RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") ADOPTING THE FISCAL YEAR 2024-2025 ADMINISTRATIVE BUDGET FOR THE DOWNTOWN INVESTMENT AUTHORITY, ATTACHED HERETO AS EXHIBIT A; REQUESTING A BUDGET ENHANCEMENT, ATTACHED HERETO AS EXHIBIT B; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requested tentative budget submissions from all Departments by April 28; and

WHEREAS, Departmental requests for increases in budgets or personnel cannot be entered into the accounting software as part of such submission but must be presented separately to the Mayor's Budget Review Committee in June; and

WHEREAS, DIA staff has proposed a tentative administrative budget in accordance with the administrative direction from the City Budget Office that the budget is to remain flat from the current year; and

WHEREAS, the Finance and Budget Committee of DIA held a public meeting on April 12, 2024, at which they recommended that the DIA Board approve the DIA Administrative Budget attached hereto as Exhibit A as submitted by staff; and

WHEREAS, the Finance and Budget Committee of DIA further recommended to the DIA Board, the Budget Enhancement request described on Exhibit B attached hereto; and

WHEREAS, in order to promote economic development, private capital investment and otherwise fulfill the DIA's purposes, the attached budget for Fiscal Year 2024-2025 and the Budget Enhancement request are to be submitted by the DIA's Chief Executive Officer for consideration by the Mayor's Budget Review Committee and the Jacksonville City Council,

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

Section 1. The DIA Administrative budget for Fiscal Year 2024-2025 attached hereto as Exhibit 'A' is hereby adopted by the DIA.

Section 2. The DIA Budget Enhancement request attached hereto as Exhibit B is hereby recommended by the DIA Board.

Section 3. The CEO is authorized to submit this budget and make necessary changes thereto as required by the Budget Office to reflect supervisory cost allocations and other internal allocations as determined by the City without further Board approval.

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 Citrano, Chair Date

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

RESOLUTION 2024-04-05
EXHIBIT 'A'

	BUDGET CURRENT LEVEL FY 23-24	BUDGET DEPARTMENT REQUEST FY 24-25
599902:Supervision Allocated*	**$ (1,366,886)**	**$ (1,509,480)**
DEPARTMENT REQUESTED EXPENSE BUDGETS		
548010:Advertising and Promotion	$ 35,000	$ 35,000
549021:Event Contribution	$ 125,000	$ 125,000
552060:Food	$ 1,000	$ 1,000
554001:Dues and Subscriptions**	$ 8,640	$ 8,640
555001:Employee Training Expenses	$ 10,725	$ 10,725
531090:Other Professional Services	$ 390,000	$ 390,000
540020:Travel Expense	$ 7,950	$ 7,950
563300:Repair and Renovation	$ 99,999	$ -
BUDGETS AS DETERMINED BY FINANCE AND ADMINISTRATION		**NOTE: FY 24-25 TBD**
512010:Permanent and Probationary Salaries***	$ 1,103,814	$ 1,145,777
513060:Salaries Part Time 514010:Salaries Overtime 515010.Special Pay	$ 1	$ 1
515010:Special Pay	$ -	$ -
515100:Lump Sum Payment - Not Pensionable	$ -	$ -
515110:Special Pay - Pensionable	$ 3,140	$ 4,566
521020:Medicare Tax	$ 16,108	$ 16,739
522010:Pension Contribution	$ 5,885	$ 6,193
522011:GEPP DB Unfunded Liability	$ 31,058	$ 32,442
522070:Disability Trust Fund-ER	$ 3,251	$ 3,386
522130:GEPP Defined Contribution DC-ER	$ 126,819	$ 132,053
523010:Group Dental Plan	$ 1,620	$ 1,800
523030:Group Life Insurance	$ 3,919	$ 4,071
523040:Group Hospitalization Insurance	$ 88,376	$ 82,433
524001:City Employees Worker's Compensation	$ 2,290	$ 2,290
545020:General Liability Insurance	$ 5,134	$ 5,134
545040:Miscellaneous Insurance	$ 1,646	$ 1,646
546620:Hardware-Software Maintenance & Licenses	$ 2,100	$ 2,100
549040:Miscellaneous Services & Charges	$ 3,000	$ 3,000
549504:ISA-Building Cost Allocation - St James	$ 50,130	$ 50,130
549510:ISA-Computer Sys Maint&Security	$ 73,007	$ 73,007
549511:ISA-Copier Consolidation	$ 5,014	$ 5,014
549512:ISA-Copy Center	$ 6,316	$ 6,316
549527:ISA-ITD Replacements	$ -	$ -
549529:ISA-Mailroom Charge	$ 3,875	$ 3,875
549532:ISA-OGC Legal	$ 391,885	$ 391,885
551010:Office Supplies - Other	$ 5,000	$ 5,000
551040:Office Supplies - Printers&Copiers	$ 1,500	$ 1,500
552080:Furniture & Equipment Under $1,000	$ -	$ -
563020:Capital Improvements Other Than Building	$ 1	$ 1
564030:Office Equipment	$ 1	$ 1
TOTAL EXPENSE BUDGET:	**$ 2,613,204**	**$ 2,558,675**
TOTAL EXPENSE BUDGET LESS SUPERVISION ALLOCATED:	**$ 1,246,318**	**$ 1,049,195**

*FY 24-25 Supervision Allocated includes: $982,453.59 (Northbank) and $361,769.62 (Southside); $115,187.10 (Parking); and $50,069.30 for (OED) which combined is $1,509,480 ; FY 24-25 estimates are based on formula as provided by the Budget Office

**See Exhibit 'B' to Resolution 2024-04-05 for Enhancement Requests.

***DIA and Budget Office calculated budget, includes anticipated increase in October 2024

Note: Not shown is the Enhancement Request identified on Exhibit 'B' to Resolution 2024-04-05 in the amount of $118,454

RESOLUTION 2024-04-05

EXHIBIT 'B'

Enhancement Requests

Department: DOWNTOWN INVESTMENT AUTHORITY

0 0 118,454

1Cloud (Subfund-Cener-Project-Activity-Interfund-Future)	Account	FTE	Part Time Hrs	Budget Request	Dept Rank(*)	Justification / Description
00111-135102-000000-00000000-00000-0000000	512010	YES		65,000	1	Requesting a New Full-Time Position: Real Estate Disposition Mgr. (pay grade 29.12 @ $65,000 Annual Salary). Benefits are not included; will be determined by Budget
00111-135102-000000-00000000-00000-0000000	512010	YES		48,000	1	Requesting a New Full-Time Position: Exec. Assistant to CEO (pay grade 29.08 @ $48,000 Annual Salary). Benefits are not included; will be determined by Budget
00111-135102-000000-00000000-00000-0000000	564240			5,000	2	To purchase office furniture (desks and chairs) when office buildout is complete; cost over $1,000.
00111-135102-000000-00000000-00000-0000000	554001			125	4	ICSC (Intn'l Council of Shopping Centers)
00111-135102-000000-00000000-00000-0000000	554001			60	3	Slide Model.com
00111-135102-000000-00000000-00000-0000000	554001			169	5	American Marketing Assoc.
00111-135102-000000-00000000-00000-0000000	554001			100	6	Florida Parking & Transp. (Aug'25)

* Rank enhancements from highest to lowest with 1 being the highest or most important

TAB IV.B.iii

RESOLUTION 2024-04-06 CO-OP OF JACKSONVILLE FAB REP

RESOLUTION 2024-04-06

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") ACTING AS THE DOWNTOWN ECONOMIC DEVELOPMENT AGENCY ("GRANTOR") APPROVING THE AWARD OF A RETAIL ENHANCEMENT PROGRAM FORGIVABLE LOAN TO CO-OPS OF JACKSONVILLE, LLC AND 218 W CHURCH, LLC ("GRANTEES"); AUTHORIZING THE CEO OF THE DIA TO NEGOTIATE A LOAN AGREEMENT AND RELATED SECURITY DOCUMENTS; AUTHORIZING THE DIA CEO TO EXECUTE SUCH AGREEMENTS; AND FINDING THAT THE DEVELOPMENT PLAN IS CONSISTENT WITH THE DIA'S BUSINESS INVESTMENT AND DEVELOPMENT PLAN, INCLUDING THE NORTHBANK CRA PLAN ("BID PLAN") AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Grantees submitted a Retail Enhancement Program application to the DIA under the Targeted Retail Activation: Food and Beverage Establishments Program to facilitate the development of a restaurant venue in the Hogan x Laura District of the Central Core in Downtown Jacksonville; and

WHEREAS, the application was reviewed by the DIA staff and found to be consistent with program guidelines, the BID Plan and CRA Plan for Downtown Northbank; and

WHEREAS, The DIA hereby finds that the Project furthers the following Goal(s) of the BID Plan:

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

Goal 4) Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks and attractions; and

WHEREAS, the Retail Enhancement and Property Disposition Committee, at their meeting of April 11, 2024, voted to recommend approval of the application to the DIA Board; and

WHEREAS, the DIA is authorized to utilize the Downtown Economic Development Fund Forgivable Loan funds, to foster the redevelopment of the Downtown Northbank; and

WHEREAS, to assist the Grantees in making renovations for the purposes of Co-Op Jacksonville ("the Project") the DIA proposes to provide a Forgivable Loan secured by a note in an amount not to exceed ONE HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED FORTY DOLLARS and 00/100 ($156,240) to the Grantees; and

WHEREAS, the financial assistance to the Project will be in the form of the proposed terms and incentives on the Term Sheet, attached as Exhibit A to this Resolution.

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

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

Section 2. The DIA hereby approves the award of a Retail Enhancement Grant in the amount of $189,490 from the Downtown Economic Development Fund, Forgivable Loans account to Grantees to be provided in accordance with the term sheet attached hereto as Exhibit A.

Section 3. The Chief Executive Officer is hereby authorized to negotiate and execute the contracts necessary to document this approval and otherwise take all additional actions necessary to effectuate the purposes of this Resolution.

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

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

Witness	Jim Citrano, Chairman	Date

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

Exhibit A:

RETAIL ENHANCEMENT PROGRAM
TARGETED RETAIL ACTIVATION: FOOD AND BEVERAGE
ESTABLISHMENTS FORGIVABLE LOAN PROGRAM TERM SHEET
(FAB-REP)

Co-Op Frose & Eatery
218 West Church Street

Project Name:		Co-Op Frose & Eatery
Co-Applicants:		Co-Ops of Jacksonville, LLC ("Tenant") 218 W Church LLC ("Landlord")
Total Build Out and Equipment Costs:	$666,935	
Eligible Costs under FAB-REP program:	$427,221	
Maximum Eligible Funding:	$156,240	36.5% of Eligible FAB-REP Costs

Project: Tenant improvements to the first floor of 218 Church Street, RE# 073776-0000, located in the Hogan x Laura District of the Central Core District, owned by 218 W Church, LLC, in accordance with the application received. Funding will facilitate the development of a fast casual restaurant classified as a Type 2 establishment per FAB-REP Guidelines.

The applicant also agrees to operate during expanded hours, as detailed further below, and is expected to remain in business in the location at these service levels for a minimum of 5 years.

City Funding: No more than $156,240, through the Downtown Economic Development Fund Forgivable Loan fund, as follows:

FAB-REP Forgivable Loan**:**

- Maximum funding of $156,240 from the Downtown Economic Development Fund Forgivable Loan fund**.**
- The grant will be structured as a forgivable loan, with 0% interest that will amortize at the rate of 20% on each anniversary date of the closing for 5 years so long as no event of default exists. Each co-applicant will be a party to that forgivable note and loan agreement.
- The co-applicants acknowledge that these loan funds are awarded and shall be used in accordance with the Retail Enhancement Program Targeted Retail Activation: Food and Beverage Establishments guidelines.
- The forgivable loan will be secured by a personal guarantee of Jason Soss on behalf of the Tenant and JWB Capital on behalf of the Landlord in the event of a default under the program or funding agreement.

Minimum Construction Costs (FAB-REP Forgivable Loan):

- The minimum build out and equipment costs incurred through completion to remain eligible for the FAB-REP Forgivable Loan are $384,500 and listed in Figure 1 below. Such costs will exclude soft costs such as General Conditions, General Requirements, Overhead, Insurance, and similar expenditures not contributing to the hard costs of construction.
- The total minimum construction costs shall also exclude costs incurred for furniture and any equipment not affixed to the property. Any equipment affixed to the property included in this total must remain on the property through the compliance period of the forgivable loan agreement.
- The minimum contribution from each co-applicant towards the minimum construction costs shall be $78,120.

Performance Schedule:

A) Retail Enhancement Loan Agreement to be executed within six (6) months of DIA board approval which shall establish the Retail Enhancement Loan Agreement Effective Date.

B) Commencement of Construction: Within three (3) months following the Retail Enhancement Loan Agreement Effective Date, Applicant commits to commencement of construction, meaning receipt of all required approvals, permitting, and closing on all required financing to allow the start of construction activities and has actually commenced buildout type work.

C) Substantial Completion: Within twelve (12) months following the Retail Enhancement Loan Agreement Effective Date as defined above.

D) The DIA CEO will have the authority to extend this Performance Schedule, at the CEO's discretion, for up to three (3) months for good cause shown by the Applicant. Any extensions to the Commencement Date shall simultaneously have the same effect as extending the Completion Date.

Additional Commitments:

1. Applicant shall establish business operations following the description as outlined in the application and as Project above. The build out should be materially consistent with the renderings and images included below in Figure 2.
2. All rehabilitation work and design features must comply with all applicable city codes, ordinances, the established Downtown Development Review Board Guidelines and the Downtown Zoning Overlay.
3. Per FAB-REP guidelines, the award will be structured as:
    a) Zero interest, forgivable loan payable upon completion of the work and receipt by DIA of invoices for goods and services rendered and proof that recipients paid for such goods and services.
    b) No interest shall accrue upon the principal of the total loan amount, with the principal forgiven over a five (5) year period.
    c) The total principal balance will amortize 20% each year of the compliance period.
    d) At the end of five years, the loan shall be entirely forgiven on the condition that the improvements are installed and maintained in reasonably good condition, all taxes are maintained in current status with no tax certificates, and no City Code violations are incurred during the compliance period.
    e) If it is determined that the recipient(s) is in default, interest and full payment of the grant may be demanded.

4. Minimum Hours of Operation to be maintained as:

   Co-Op Frose & Eatery Hours of Operation:

   Sunday through Saturday 7:00 am to 8:00 pm

5. Minimum number of employees: A minimum of two (2) full-time equivalent employees, defined as working a minimum of 35 hours per week, shall be required for the term of this agreement. This may include owner-operators.
6. Personal Guaranty of payment and performance obligations in the event of default to be provided by Jason Soss on behalf of the Tenant and JWB Capital on behalf of the Landlord.
7. Additional terms and conditions as may be required and as found in the Redevelopment Agreement or other documentation prepared to establish the obligations for this award.

Conditions:

This Term Sheet is limited by the following conditions:

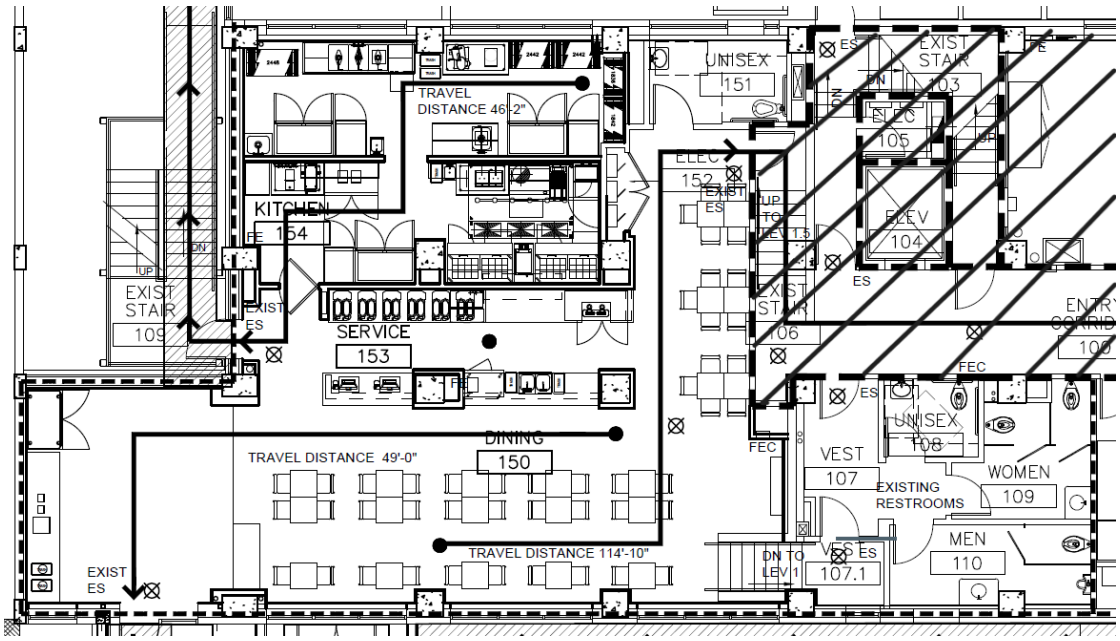
1. Downtown Investment Authority to receive copies of any necessary permits, invoices, cancelled checks or documentation from other methods of payment, and other items as may be requested by the DIA in its sole discretion as evidence of eligible expenditures materially consistent with the budget presented as Figure 1; and
2. Annual sales and reporting required to demonstrate compliance with terms and conditions as approved; and
3. There may be additional terms, conditions, rights, responsibilities, warranties, and obligations for both parties which shall be determined in a later negotiated mutually agreeable written contract.

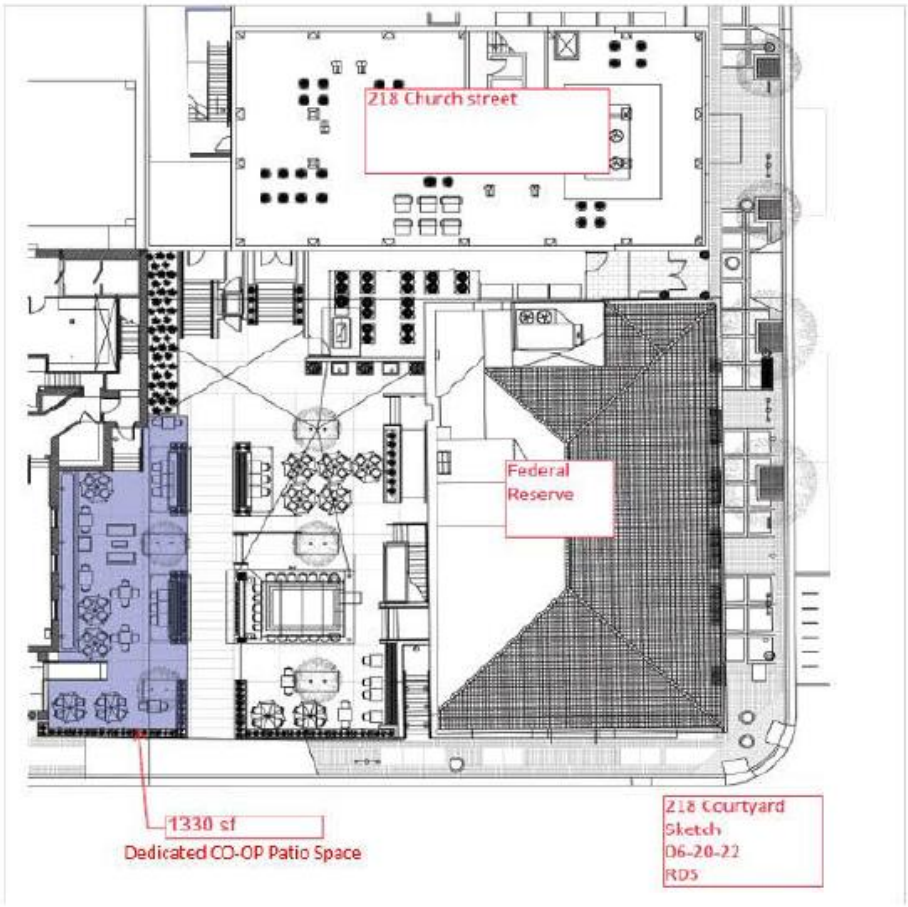
Figure 1 – Construction Budget as Submitted:

BUILD OUT TENANT IMPROVEMENTS			
CSI Division Line-Item Value	**Line-Item Value**	Non-eligible	Eligble
General Conditions	$ 50,750	$ 50,750	
General Requirements	$ 5,350	$ 5,350	
Metal Framing & Structural Steel	$ 27,500		$ 27,500
Wood & Plastics	$ 22,500		$ 22,500
Thermal & Moisture	$ 6,750		$ 6,750
Doors & Windows	$ 4,250		$ 4,250
Finishes	$ 74,700		$ 74,700
Mechanical			
Plumbing	$ 51,400		$ 51,400
HVAC (includes exhaust system & install)	$ 72,500		$ 72,500
Sprinkler System	$ 13,500		$ 13,500
Hood Ansul System	$ 8,500		$ 8,500
Electrical			
Electrical gear/wiring & power distribution	$ 72,187		$ 72,187
Fire Alarm System	$ 7,825		$ 7,825
Data Wiring	$ 5,700		$ 5,700
Co-op specified lighting fixtures	$ 17,500		$ 17,500
FF&E Installation (install/connection of owner items)	$ 7,500	$ 7,500	
General Contractor Admin & Overhead	$ 24,177	$ 24,177	
General Contractor Insurance Expense	$ 8,100	$ 8,100	
General Contractor Profit/Fee	$ 53,500	$ 53,500	
TOTAL	**$ 534,189**	**$ 149,377**	**$ 384,812**
Furniture Fixtures and Equipment	$ 97,746	$ 84,262	$ 13,484
Hood	$ 35,000		$ 35,000
TOTAL	**$ 666,935**	**$ 233,639**	**$ 433,296**

Figure 2 - Renderings and Floorplan as Submitted:






218 Church street
Federal
Reserve
1330 sf
Dedicated CO-OP Patio Space
218 Courtyard
Sketch
06-20-22
RDS

SUPPLEMENTAL INFORMATION

RESOLUTION 2024-04-06 CO-OP OF JACKSONVILLE FAB REP STAFF REPORT

Downtown Investment Authority

STAFF REPORT
DIA RETAIL ENHANCEMENT PROGRAM
TARGETED RETAIL ACTIVATION: FOOD AND BEVERAGE ESTABLISHMENTS
RETAIL ENHANCEMENT PROGRAM (FAB-REP)

Co-Op of Jacksonville
April 11, 2024

Project name: **CO-OP FROSE & EATERY**
218 W CHURCH ST

Co-Applicants: **Co-Ops of Jacksonville, LLC ("Tenant")**
D/B/A Co-Op Frose & Eatery
Mr. Kristen McCool, Director of Operations

218 W CHURCH LLC ("Landlord")
Adam Rigel, Managing Member

Project Location: 218 Church St West
Jacksonville, Florida 32202

Funding Eligibility:

Type	Total
FAB-REP	$156,240

Project Description:

The co-applicants, Co-Ops of Jacksonville, LLC (d/b/a Co-Op Frose & Eatery) and 218 W Church, LLC, have applied for funding under the Food and Beverage Retail Enhancement Grant Program (FAB_REP) to build out a restaurant at 218 West Church Street. The property is on the northern edge of the Central Core between Hogan and Julia Street. This will be the first expansion of Co-Op Frose & Eatery in Florida and will be company owned. Co-Op has multiple location in and around Charleston, SC as well locations in Charlotte, Chattanooga, Nashville and Las Vegas.

Frose is a newly popular drink that can come in many flavors but is typically based on dry rose wine in a frozen state – think adult icee. Co-Op rotates 50 flavors throughout the year with at least four on tap every day. They pair that with a compact but diverse menu of breakfast items and toasts, gourmet sandwiches and salads, and a kids menu.

Their concept and marketing plan are vibrant and energetic. Self-proclaimed ambassadors of fifty shades of pink and all that comes with it, from the logo to the interior, Co-Op screams fun and fresh. They also pride themselves on great customer service and a very loyal following.

Co-Op will be the newest retail tenant in the growing North Core neighborhood. They will occupy more than 2200 square feet in one of two retail bays in the historic, Henry Klutho designed 218 Church Street Building and a dedicated portion of the shared patio that accesses Hogan Street and the Emerald Trail.

Business Plan Summary:



Co-Op was founded on Sullivan's Island just outside of Charleston, South Carolina. The original Co-Op was a grab and go market with food, drinks, suntan lotion and other beach related needs. In 2012, it was purchased by Jess Patterson who began to develop his new concept, Co-Op Frose and Eatery, while transforming the original location. Around this same time "frose", a frozen slushy of dry rose wine, fruit puree and a number of other potential ingredients, was created. Bar Primi in NYC is credited with its invention, but what remains without debate is the splash frose made in the beverage market. It was everywhere and became the basis for Mr. Patterson's new concept.

Enter indoor green Instagram walls, neon word wall art, the flamingo logo and 50 shades of pink. Their business plan describes it best:

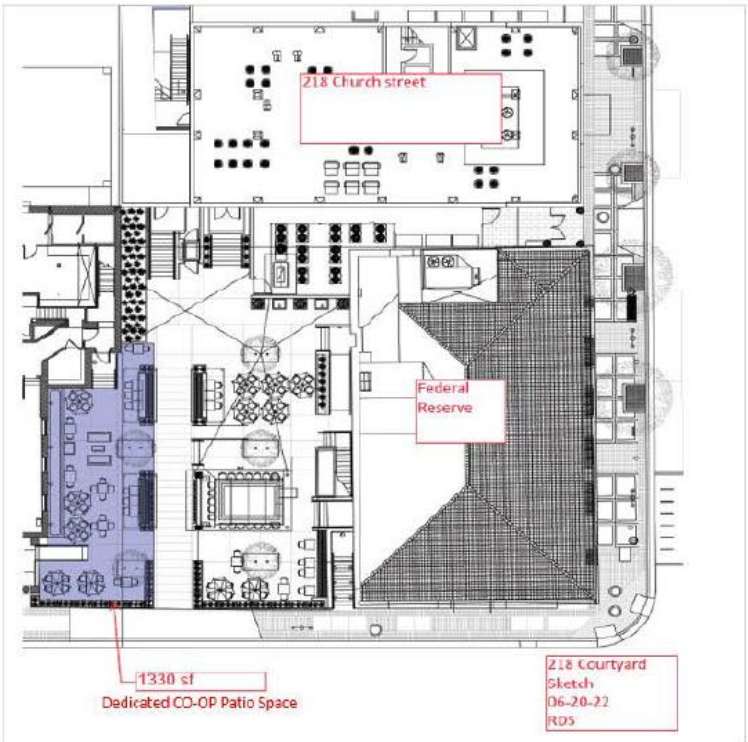


We are known for our flamboyant décor or pink flamingos, surfboards, and our tongue-in-cheek nod to felicitous pop culture moments, but we also sling some pretty stellar eats and libations. From our coveted house made frose to our $1 coffee, breakfast, and gourmet sandwiches, we have something for everyone. Plus, our grab-and-go provisions (think: sunscreen, flip flops, kitschy t-shirts, and more) are stocked and ready for any pre- and post-beach needs.

Since the early Charleston days, when they had one in town and two at the beach, Co-Op has been rapidly expanding, first close to home but then to Chattanooga, Charlotte, Nashville and most recently Las Vegas, co-owned by former NFL quarterbacks Peyton Manning and Sam Bradford. The expansion continues with more stores planned in Tennessee, Alabama, Florida, Ohio, Georgia, and California. Jacksonville and Destin will be the first markets served in Florida.

The Jacksonville location will be at 218 W Church Street, but the main entrance will be off Hogan Street through a shared courtyard. This is located in the northern portion of the Hogan x Laura FAB REP area. The restaurant will consist of 2,232 square feet inside the historic Florida Baptist Convention Building, designed by Henry Klutho and recently restored by JWB Capital with the assistance of the COJ DIA Downtown Preservation and Revitalization Program. They will also benefit from 1,330 square feet of outdoor space in the newly created courtyard on Hogan Street between the Sweet Pete (former Seminole Club) building and the old Federal Reserve, also recently restored.





Though focused on frose and fun, the food menu and other offerings don't take a backseat. The modestly sized interior has a fully built out kitchen with hood and dining room. The healthy menu offers breakfast before 11 and sandwiches and salads until closing. There is also a kid's menu and soft serve ice cream. See exhibit A

The proforma, discussed in more detail below, is aggressive on the sales side, but based on their existing stores and the strong following they have developed in multiple markets. Co-Ops of Jacksonville also has local investors that will greatly help with word of mouth and local support.

Project Development Team:



Jess Patterson, Owner

Mr. Patterson took over Co-Op in 2012 after leaving his job on Wall Street. What was a small grab and go market on Sullivan Island outside of Charleston, SC is now a ten-unit national chain with a dozen more in planning. Initially branching out in and around Charleston, Jess and his team have opened stores in Charlotte, Chattanooga, Nashville and Las Vegas. Jacksonville will be one of two new destinations in Florida with others planned for Georgia, Alabama and California. His investment team helping with this expansion includes former NFL players Peyton Manning and Sam Bradford.

Kristen McCool, Director of Operations



Kristen has been part of the Co-Op team since 2022 and brings an array of skill sets to the group. She developed a meticulous business approach as a paralegal while sharpening her hospitality and customer service skills as an Account Executive in high end fashion in Charleston and Miami Beach. Additionally, her degree in Hospitality Administration from the University of South Carolina makes her a natural fit for leading a fun and flourishing concept.



Jenny Beckman, Marketing Director

Jenny is a Corporate Communications graduate of College of Charleston who spent over ten years in as a Fine Arts Broker in Charleston and Chattanooga followed by roles in pharmaceutical sales, account management and as a District Director for the Muscular Dystrophy Association. She has been the Marketing Director of Co-Op Frose and Eatery since 2022 and has assisted in the opening of at least seven locations.

Melonie Geddes, Director of Human Resources

Melonie has vast experience in the hospitality industry, working with the Ritz Carlton, Starwood Hotels and Morton's Steakhouse. In addition, she has over ten years of Human Resources Management experience in start-up environments. Melonie has been with Co-Op during its expansion from two to ten stores and has played a valuable role in opening those eight new locations.

Joanna Goodyear, CFO

Joanna first worked with Co-Op in 2019 as a contracted bookkeeper before coming on board full time as CFO in 2023. Her diverse client base as an independent contractor included retail and service, non-profits and real estate and construction. Joanna has assisted in opening five stores so far and looks forward to adding Jacksonville to that list.

Operating Plan and Employment Summary:

In addition to their popular frose drinks, Co-Op is proud of their $1 coffee and healthy breakfast menu which they will offer every day. The proposed hours of operation, which surpass minimum FAB-REP program requirements and provide additional weekend hours to existing Downtown options, are as follows:

Day of the Week	Open	Close
Sunday	**7:00 am**	**8:00 pm**
Monday	**7:00 am**	**8:00 pm**
Tuesday	**7:00 am**	**8:00 pm**
Wednesday	**7:00 am**	**8:00 pm**
Thursday	**7:00 am**	**8:00 pm**
Friday	**7:00 am**	**8:00 pm**
Saturday	**7:00 am**	**8:00 pm**

As the completion of the build out nears, the Co-Op corporate team will begin hiring the Jacksonville leadership team which will consist of a store manager and at least two shift leaders who will be cross trained in both front-of-house (FOH) and back-of-house (BOH) operations. Prior to opening, a majority, if not all, of the corporate team will come for an in-depth training period and remain for weeks afterwards to ensure a smooth opening. Ultimately, Co-Op anticipates having five full time and five part time staff members.

Target Market:

Co-Op has a very defined marketing plan but also casts a wide patron net. In their own words:

> *"(their) business model personifies 'party in the front, business in the back,' and because of this approach, (they) appeal to the masses. (They) attract weekend patrons, bachelorettes, stay-at-home moms and their kiddos, professionals, trendy social media influencers, celebrities, beachgoers new and old, tourists, locals and everything in between."*

Marketing Summary:



Self-proclaimed: *Co-Op is as much a brand as it is a restaurant*. Their carefully curated interiors reflect their exuberance for fun and sun. Starting with over fifty (50) shades of pink, they've created an "Instagrammer's paradise" which has resulted in over 100,000 followers on social media. Among those followers are a host of celebrities, some of whom are also investors. In addition to their large, branded merchandise selection, they have a 37' boat for charter with pink interior, a branded trailer for events and a pink Jeep to tow it.



Their unique concept and location in Charleston, a popular area for television and movie sets, has led to a lot of earned media on social media channels, press articles and as a set for multiple Bravo TV shows. They boast spending "zero marketing dollars" and instead, give back to their patrons by way of the $1 coffee. Jess told the Post and Courier that frose and their coffee promotion really "put them on the map."

Operating Budget:

Co-Op provided a 3-year Projected Operating proforma based on their years of operation and supported by numerous openings in the past two years. Their sales per square foot projections are aggressive, $852 per square foot of indoor and outdoor space, but falls in line with other Co-Op outlets opened in the Southeast and existing Downtown Jacksonville restaurants. Their cost of goods sold, labor and other operating costs are industry standard and supported by their concept and menu offerings.

The second and third year proformas show an aggressive 10% increase in revenue and related expenses but given the approved developments in the immediate area, some of which are in permitting, and the adjacency to James Weldon Johnson Park and City Hall, they are likely to see meaningful increases over the next two to five years. The relative profitability of this concept ensures that even if the first few years do not meet revenue goals, it will still result in a positive cash flow and poised for growth with the neighborhood.

Property Consideration:

Co-Op will be in the newly renovated 218 Church Street Building, formerly known as the First Baptist Convention Building. It was designed by noted architect Henry Klutho and completed in 1924. The building was empty for almost 40 years before recently being designated as a National Historic Landmark Building and one of the first to be restored under the DIA's Downtown Preservation and Revitalization Program (DPRP).

In addition to 2,322 square feet of interior space, Co-Op will also have 1,330 square feet of dedicated space in a shared courtyard facing Hogan Street. This not only provides valuable space for the restaurant revenue, but it also activates Hogan Steet which is the site for the second leg of the Emerald Trail also known as the Hogan Street Cycle Track.

Development Budget:

Co-Op of Jacksonville provided a construction budget, a kitchen equipment list, and an estimate for the kitchen hood. The cost of these improvements, shown below, is $666,935 and of that, $427,221 are funding eligible costs as determined by the FAB REP guidelines. There are additional costs, including start-up and operating capital, FF&E and others that normally do not contribute to eligible costs. The contribution levels from the application, also shown below, cover the operator/landlord partnership requirements of the FAB REP program.

		Submitted Expenditures		
		Budget items	Non-Eligible	Eligible
Avant Construction		$ 534,189.00	$ 155,452.00	$ 378,737.00
Berlin Restaurant Supply		$ 97,745.94	$ 84,262.00	$ 13,484.00
Hood		$ 35,000.00		$ 35,000.00
		$ 666,934.94	**$ 239,714.00**	**$ 427,221.00**
		Contribution Levels		
Improvement Costs and Requested Funding			Total Costs $666,935.00	Contribution Level
Co-Op of Jacksonville			$ 265,405.00	39.8%

Property Owner		$95 per square ft TI	$ 212,040.00	31.8%
COJ FAB REP		2232 sq ft + Historic Boost	$ 156,240.00	28.4%

Co-Op of Jacksonville has retained Avant Build Construction to complete the improvements. Avant has multiple projects Downtown, many in historic buildings, and was part of the renovation team of 218 Church Street. Their complete construction budget is attached as exhibit B.

The kitchen equipment will be provided by Berlin's Restaurant Supply of Charleston and includes some eligible equipment which are attached, plumbed and/or hard wired to the space.

		Kitchen Equipment Budget		
		Total	Non-Eligible	Eligible
Equipment		$ 84,926	$ 73,343	$ 11,584
Delivery		$ 6,000	$ 5,040	$ 960
Tax		$ 6,819	$ 5,879	$ 940
Total		**$ 97,745**	**$ 84,262**	**$ 13,484**

FAB-REP Considerations:

FAB-REP imposes three caps in the determination of the funding recommendation. Funding is limited to the lesser of these three approaches:

1) Funding Limitation Per Square Foot: Co-Op of Jacksonville is a Type II establishment under FAB-REP guidelines which limits funding to $50 per square foot. The FAB REP guidelines also offer a $20 per square foot "Historic Boost" for improvements in a designated local landmark, which 218 Church Street does qualify for. Both are still subject to the maximum grant amount for Type II establishments of $200,000. DIA staff calculates the total possible funding via square footage as:
    a. Main dining room – 2,232 x $50 = $111,600
    b. Historic Boost – 2,232 X $20 = $44,640
        - Total funding eligibility calculated by this measure - $156,240
2) Budget Limitation: Build Out and Equipment Budget Limitation: FAB-REP guidelines limit funding to 50% of eligible costs, totaling $427,221 in this project. At a 50% margin, funding eligibility by this measure is $213,610.
3) Guideline cap for a Type II project is $200,000:

Per program guidelines, the Business Owner (Tenant) and Property Owner (Landlord) are each to provide a minimum of 25% of costs determined to be eligible for funding. With DIA funding capped at $156,240 by way of the square foot calculation, a minimum of $78,120 toward eligible costs must be funded by each party. Per information provided by the co-applicants, the Business Owner (Co-Op of Jacksonville) will provide a minimum of $265,404 for eligible costs, other start up and building soft costs. The Property Owner (218 Church St LLC) will provide a minimum of $212,040 toward Tenant Improvement and construction costs.

Retail Enhancement Scoring Rubric:

Per Retail Enhancement Grant Guidelines, applications are scored using a rubric that rates the business plan and the anticipated contribution to local property taxes and sales taxes. A minimum

score of 30 points out of 55 points possible is required to have the proposed project referred to the REPD Committee for funding consideration. With a score of 42, the subject proposal qualifies for consideration by the REPD Committee. Retail Enhancement Scoring for the subject redevelopment is found below:

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

Categories	Points Available	Points scored
The plan shows good short-term profit potential and contains realistic financial projections	**10**	**7**
The concept and plan show great short-term profit potential as a fun concept unique to NE Florida. The revenue projections, however, are very aggressive. The expense projections, as a percentage of revenue, are accurate for this type of concept		
The plan shows how the business will target a clearly defined market and its competitive edge	**5**	**4**
While they do cast a wide net for potential patrons, the concept, design, marketing, additional streams of revenue and engagement are laser focused on a young and fun demographic but also great for families or, as they state, "mom's with kiddos in tow".		
The plan shows that the management team has the skills and experience to make the business successful	**10**	**7**
Though they are not yet at a point of hiring the local management team that will operate past an initial opening period, the corporate team has a diverse mix of talents who are also experienced in opening multiple Co-Ops with this being at least the fifth or more for the entire corporate team.		
The plan shows that the entrepreneur has made or will make a personal (equity) investment in the business venture	**10**	**8**
The business plan shows a 40% investment of just the buildout and kitchen equipment. With the additional soft costs, FF&E, small wares, inventory, POS, and training and working capital, the Co-Op team and local partners will invest a significant portion of the total opening costs.		
Number of FTE job positions created in excess of the required two (2) positions	**5**	**3**
Co-Op of Jacksonville anticipates creating 5 full and 5 part time positions. While compact in number, it brings employment and activation from 7am-9pm in an otherwise quiet area.		
TOTAL	**40**	**29**

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

Properties	Points Available	Points scored
218 W Church Street	**5**	**4**
Historic Property	**5**	**5**
Co-Op of Jacksonville is bringing patrons and investment North. While the North Core starts across Church Street, this opening represents one of the first major retail openings between Duval and Union Street in some time, especially one open from early morning until well into the dinner hours. It will help spark the neighborhood and pair well with its neighbor, Sweet Pete's.		
Total	**10**	**9**

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

Expansion of sales tax	Points Available	Points scored
Limited and Self-service restaurant Type II	**5**	**4**
While small in footprint, the Co-Op concept has the potential for great success in Downtown Jacksonville. It will also create activation and a buzz in a previously quiet, but very up and coming neighborhood, the North Core. Co-Op Jacksonville is one of the first new concepts that has plans to open early for breakfast and remain open well into the dinner hours. Armed with a great patio and perfect location for Happy Hour, Co-Op Jacksonville is poised for great success.		
Total	**5**	**4**
Total	**55**	**42**

Staff review of the application indicates the proposed project meets the Redevelopment Goals within Downtown Jacksonville as outlined below:

> **Goal 3**: Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.
>
> **Goal 5**. Improve the perception and reality of safety, cleanliness, and maintenance in Downtown Jacksonville for residents, workers, and visitors.

Property Tax Consideration:

Property taxes are current on the property, and the building is within the defined Laura x Hogan district as found in the FAB-REP Guidelines.

Program Eligibility:

Based on the information presented in this staff report, DIA staff finds the proposed project eligible for funding under the application submitted based on the following calculations:

Type	Total
FAB-REP Forgivable Loan	$156,240

FAB-REP Additional Conditions:

1. No interest shall accrue upon the principal of the total FAB-REP forgivable loan amount with principal forgiven over a five (5) year period.

2. In the absence of default, the total principal balance will amortize 20% each year of the compliance period.

3. At the end of five years, the forgivable loan shall be forgiven in its entirety on the condition the improvements are installed and maintained in reasonably good condition, and no City Code violations are incurred during the compliance period.

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

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

See the Term Sheet, Exhibit A to Resolution 2024-04-06, for additional information on proposed terms and conditions.

Exhibit A: Menu





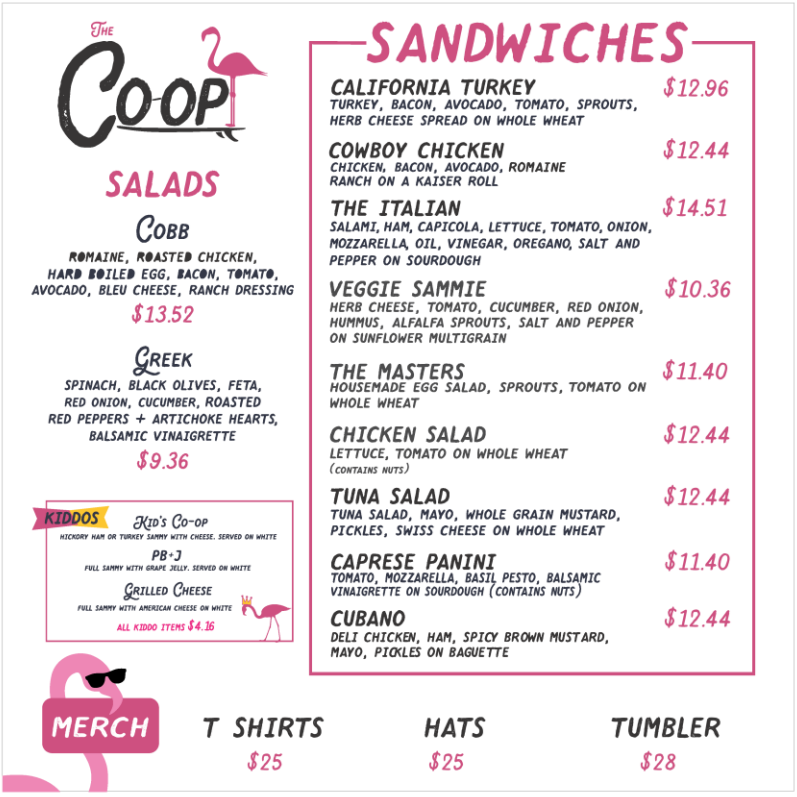


Exhibit B: Construction Budget

AVANT COLLABORATIVE CONSTRUCTION			
CSI Division Line-Item Value	**Line-Item Value**	Non-eligible	Eligible
General Conditions	$50,750	$50,750	
General Requirements	$5,350	$5,350	
Metal Framing & Structural Steel	$27,500		$27,500
Wood & Plastics	$22,500		$22,500
Thermal & Moisture	$6,750		$6,750
Doors & Windows	$4,250		$4,250
Finishes	$74,700		$74,700
Mechanical			
Plumbing	$51,400		$51,400
HVAC (includes exhaust system & install)	$72,500		$72,500
Sprinkler System	$13,500		$13,500
Hood Ansul System	$8,500		$8,500
Electrical			
Electrical gear/wiring & power distribution	$72,187		$72,187
Fire Alarm System	$7,825		$7,825
Data Wiring	$5,700		$5,700
Co-op specified lighting fixtures	$17,500		$17,500
FF&E Installation (install/connection of owner items)	$7,500	$7,500	
General Contractor Admin & Overhead	$24,177	$24,177	
General Contractor Insurance Expense	$8,100	$8,100	
General Contractor Profit/Fee	$53,500	$53,500	
TOTAL	**$534,189.00**	**$149,377**	**$384,812**

TAB IV.B.iv

RESOLUTION 2024-04-07 POUR TAPROOM FAB REP

RESOLUTION 2024-04-07

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") ACTING AS THE DOWNTOWN ECONOMIC DEVELOPMENT AGENCY ("GRANTOR") APPROVING THE AWARD OF A RETAIL ENHANCEMENT PROGRAM FOOD AND BEVERAGE RETAIL ENHANCEMENT (FAB-REP) FORGIVABLE LOAN TO GATHERTAP, LLC AND VYSTAR CREDIT UNION, LLC ("GRANTEES") AS CO-APPLICANTS AND A SIDEWALK ENHANCEMENT GRANT TO GATHERTAP, LLC AS THE SOLE APPLICANT; AUTHORIZING THE CEO OF THE DIA TO NEGOTIATE A LOAN AGREEMENT AND RELATED SECURITY DOCUMENTS; AUTHORIZING THE DIA CEO TO EXECUTE SUCH AGREEMENTS; AND FINDING THAT THE DEVELOPMENT PLAN IS CONSISTENT WITH THE DIA'S BUSINESS INVESTMENT AND DEVELOPMENT PLAN, INCLUDING THE NORTHBANK CRA PLAN ("BID PLAN") AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Grantees submitted a Retail Enhancement Program application to the DIA under the Targeted Retail Activation: Food and Beverage Establishments Program to facilitate the development of a restaurant venue in the Hogan x Laura District of the Central Core in Downtown Jacksonville; and

WHEREAS, the Business Owner submitted an application for a Sidewalk Enhancement Grant to the DIA under the under the Targeted Retail Activation: Food and Beverage Establishments Program; and

WHEREAS, each application was reviewed by the DIA staff and found to be consistent with program guidelines, the BID Plan and CRA Plan for Downtown Northbank; and

WHEREAS, The DIA hereby finds that the Project furthers the following Goal(s) of the BID Plan:

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

Goal 4) Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks and attractions; and

WHEREAS, the Retail Enhancement and Property Disposition Committee, at their meeting of April 11, 2024, voted to recommend approval of the applications to the DIA Board; and

WHEREAS, the DIA is authorized to utilize the Downtown Economic Development Fund Forgivable Loan funds, to foster the redevelopment of the Downtown Northbank; and

WHEREAS, to assist the Grantees in making renovations for the purposes of Pour Taproom of Jacksonville ("the Project") the DIA proposes to provide a Forgivable Loan secured by a note for the Food and Beverage Retail Enhancement Program not to exceed $200,000 and the Sidewalk Enhancement Program not to exceed $15,000 with total funding limited to TWO HUNDRED FIFTEEN THOUSAND DOLLARS and 00/100 ($215,000) to the Grantees; and

WHEREAS, the financial assistance to the Project will be in the form of the proposed terms and incentives on the Term Sheet, attached as Exhibit A to this Resolution; and

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

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

Section 2. The DIA hereby approves the award of the Food and Beverage Retail Enhancement Grant (FAB-REP) and the Sidewalk Enhancement Grant in a total amount not to exceed $215,000 from the Downtown Economic Development Fund, Forgivable Loans account to Grantees to be provided in accordance with the term sheet attached hereto as Exhibit A.

Section 3. The Chief Executive Officer is hereby authorized to negotiate and execute the contracts necessary to document this approval and otherwise take all additional actions necessary to effectuate the purposes of this Resolution.

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

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

Witness	Jim Citrano, Chairman	Date

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

EXHIBIT A: TERM SHEET

RETAIL ENHANCEMENT PROGRAM
TARGETED RETAIL ACTIVATION: FOOD AND BEVERAGE
ESTABLISHMENTS FORGIVABLE LOAN PROGRAM TERM SHEET
(FAB-REP)

Pour Taproom
61 North Laura Street

Project Name:		Pour Taproom
Co-Applicants:		GatherTap, LLC ("Tenant") VyStar Credit Union ("Landlord")
Total Build Out and Equipment Costs:	$2,613,288	
Eligible Costs under FAB-REP program:	$1,838,883	
Maximum Eligible Funding:	$200,000	10.9% of Eligible FAB-REP Costs
Sidewalk Enhancement Costs:	$50,609	
Eligible Costs under FAB-REP program:	$50,609	
Maximum Eligible Funding:	$15,000	27.8% of Eligible SEG Costs

Project: Tenant improvements to the Laura Street retail location of the recently built VyStar Parking Garage, RE#s 073669 0000 and 073670 0000, located in the Hogan x Laura District of the Central Core District, owned by VyStar Credit Union, in accordance with the application received. Funding will facilitate the development of a fast casual restaurant, taproom and entertainment venue classified as a Type 2 establishment per FAB-REP Guidelines.

The applicant also agrees to operate during expanded hours, as detailed further below, and is expected to remain in business in the location at these service levels for a minimum of 5 years.

City Funding: No more than $215,000, through the Downtown Economic Development Fund Forgivable Loan fund, as follows:

(A) FAB-REP Forgivable Loan**:**

- Maximum funding of $200,000 from the Downtown Economic Development Fund Forgivable Loan fund**.**
- The grant will be structured as a forgivable loan, with 0% interest that will amortize at the rate of 20% on each anniversary date of the closing for 5 years so long as no event of default exists. Each co-applicant will be a party to that forgivable note and loan agreement.
- The co-applicants acknowledge that these loan funds are awarded and shall be used in accordance with the Retail Enhancement Program Targeted Retail Activation: Food and Beverage Establishments guidelines.
- The forgivable loan will be secured by a personal guarantee from Tony Draper on behalf of the Tenant in the event of a default under the program or funding agreement.

Minimum Construction Costs (FAB-REP Forgivable Loan):

- The minimum build out and equipment costs incurred through completion to remain eligible for the FAB-REP Forgivable Loan are $1,838,000 and listed in Figure 1 below. Such costs will exclude soft costs such as General Conditions, General Requirements, Overhead, Insurance, and similar expenditures not contributing to the hard costs of construction.
- The total minimum construction costs shall also exclude costs incurred for furniture and any equipment not affixed to the property. Any equipment affixed to the property included in this total must remain on the property through the compliance period of the forgivable loan agreement.
- The minimum contribution from each co-applicant towards the minimum build out and equipment costs shall be $100,000.

(B) Sidewalk Enhancement Grant:

- Maximum funding limited to the lesser of 80% of actual costs incurred for equipment to be used in providing outdoor seating and activation as supported by invoices that have been approved by the DIA or $15,000.
- The forgivable loan will amortize at the rate of 20% on each anniversary date of the closing so long as no event of default exists with total forgiveness on the fifth anniversary date.
- The applicant must provide evidence that the lease for the subject property and operation of the subject business is in effect for a period of not less than five years.
- Funding requires evidence of the issuance of a Sidewalk Café permit to the Grantee that would allow the use of the subject sidewalk for the intended purpose.
- Maintain an operating business consistent with the business type as presented in the application.
- Maintain operating hours materially consistent with the days and hours as represented in the application.
- Property acquired through the Sidewalk Enhancement Grant proceeds, and listed in Figure 2, must be secured at the end of each day.

Performance Schedule:

1. Retail Enhancement Loan Agreement to be executed within six (6) months of DIA board approval which shall establish the Retail Enhancement Loan Agreement Effective Date.
2. Commencement of Construction: Within three (3) months following the Retail Enhancement Loan Agreement Effective Date, Applicant commits to commencement of construction, meaning receipt of all required approvals, permitting, and closing on all required financing to allow the start of construction activities and has actually commenced buildout type work.
3. Substantial Completion: Within twelve (12) months following the Retail Enhancement Loan Agreement Effective Date as defined above.
4. The DIA CEO will have the authority to extend this Performance Schedule, at the CEO's discretion, for up to three (3) months for good cause shown by the Applicant. Any extensions to the Commencement Date shall simultaneously have the same effect as extending the Completion Date.

Additional Commitments:

1. Applicant shall establish business operations following the description as outlined in the application and as Project above. The build out should be materially consistent with the renderings and images included in Figure 3 below.
2. All rehabilitation work and design features must comply with all applicable city codes, ordinances, the established Downtown Development Review Board Guidelines and the Downtown Zoning Overlay.
3. Per FAB-REP guidelines, the award will be structured as:
    a) Zero interest, forgivable loan payable upon completion of the work and satisfactory receipt and review by DIA of invoices for goods and services rendered and proof that recipients paid for such goods and services.
    b) No interest shall accrue upon the principal of the total loan amount (except as may be required in section e. below), with the principal forgiven over a five (5) year period.
    c) The total principal balance will amortize 20% each year of the compliance period.
    d) At the end of five years, the loan shall be entirely forgiven on the condition that the improvements are installed and maintained in reasonably good condition, all taxes are maintained in current status with no tax certificates, and no City Code violations are incurred during the compliance period.
    e) If it is determined that the recipient(s) is in default, interest and full payment of the grant may be demanded.
4. Minimum Hours of Operation to be maintained as:

    Pour Taproom Hours of Operation:

Sunday through Thursday	11:00 am to 10:00 pm
Friday and Saturday	11:00 am to 2:00 am

5. Minimum number of employees: A minimum of two (2) full-time equivalent employees, defined as working a minimum of 35 hours per week, shall be required for the term of this agreement. This may include owner-operators.
6. Personal Guaranty of payment and performance obligations in the event of default to be provided by Tony Draper on behalf of the Tenant.
7. Additional terms and conditions as may be required and as found in the Redevelopment Agreement or other documentation prepared to establish the obligations for this award.

Conditions:

This Term Sheet is limited by the following conditions:

1. Downtown Investment Authority to receive copies of any necessary permits, invoices, cancelled checks or documentation from other methods of payment, and other items as may be requested by the DIA in its sole discretion as evidence of eligible expenditures materially consistent with the budget presented as Figure 1; and
2. Annual sales and reporting required to demonstrate compliance with terms and conditions as approved; and
3. There may be additional terms, conditions, rights, responsibilities, warranties, and obligations for both parties which shall be determined in a later negotiated mutually agreeable written contract.

Figure 1. Construction Budget as Submitted:

Construction Budget			
Description	Total Cost	Non - Eligible	Eligible
FOUNDATIONS	$11,463		$11,463
SUB-STRUCTURE	$85,616		$85,616
SUPERSTRUCTURE	$349,541		$349,541
SKIN	$30,000		$30,000
INTERIOR	$763,754		$763,754
CONVEYING SYSTEMS	$32,500		$32,500
FIRE SUPPRESSION SYSTEMS	$39,401		$39,401
PLUMBING	$168,000		$168,000
HVAC	$612,543		$612,543
ELECTRICAL	$458,816		$458,816
SPECIALTIES	$84,317		$84,317
SITEWORK	$50,000	$50,000	
GENERAL REQUIREMENTS	$482,093	$482,093	
SPECIAL CONSTRUCTION	$9,710		$9,710
SUBTOTAL	$3,177,754		
SOFT COSTS	$498,596	$498,596	
Total	**$3,676,350**	**$1,030,689**	**$2,645,661**

	Non - Eligible	Eligible
Pour Taproom 62%	$639,027	$1,640,310
Urban Dough 38%[1]	$391,662	$1,005,351

[1] – For the benefit of a separate but related project.

Figure 1 (cont.) Equipment Budget as submitted:

	Total Costs	Eligible Costs
Low Voltage wiring, equipment & install	$ 100,851	$ 67,506
Kitchen Equipment	$ 77,593	$ 33,396
Walkin Cooler	$ 56,487	$ 56,487
FF&E	$ 79,823	$ 21,988
Signage	$ 19,197	$ 19,197
Total	**$ 333,951**	**$ 198,574**

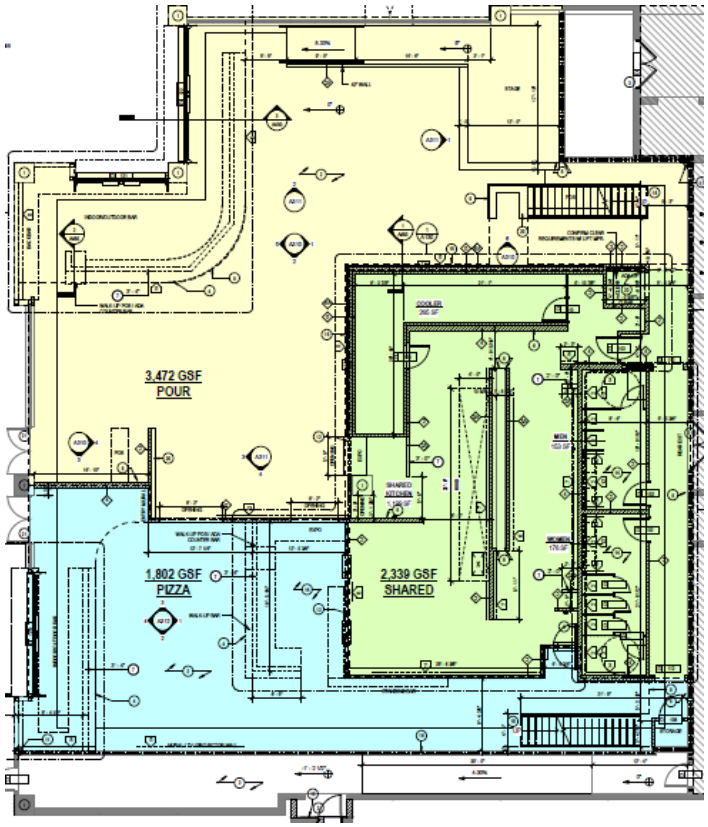
Figure 2. Sidewalk Budget as Submitted:

Seating Set with Fireplace	$2,700.00	2	$5,400.00
Bar Stolls	$72.49	10	$724.90
Chairs	$64.99	58	$3,769.42
36"x36" Square Table	$143.00	12	$1,716.00
24x24 Square Table	$92.99	3	$ 278.97
30x30 Square Table	$112.99	2	$225.98
Planter Boxes	$266.00	15	$3,990.00
Outdoor patio heaters	$780.90	5	$3,904.50
Umbrellas	$8,550.00	2	$17,100.00
Umbrellas	$13,500.00	1	$13,500.00
		Total	**$50,609.77**

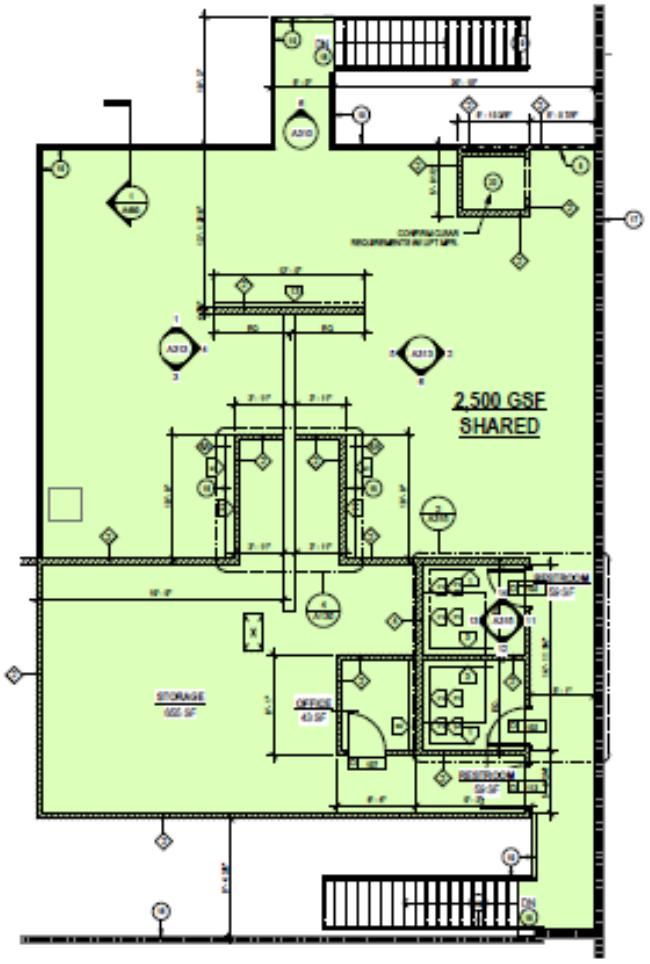
Figure 3. Renderings and Floorplans as Submitted:



Dining Room & Mezzanine



Main Dining Room and Kitchen



Mezzanine, Office & Storage

SUPPLEMENTAL INFORMATION

RESOLUTION 2024-04-07 POUR TAPROOM FAB REP STAFF REPORT

Downtown Investment Authority

STAFF REPORT
DIA RETAIL ENHANCEMENT PROGRAM
TARGETED RETAIL ACTIVATION: FOOD AND BEVERAGE ESTABLISHMENTS
RETAIL ENHANCEMENT PROGRAM (FAB-REP)

POUR TAPROOM
April 11, 2024

Project name:

POUR TAPROOM
61 N LAURA ST
VYSTAR PARKING GARAGE

Co-Applicants:

GATHERTAP, LLC ("Tenant")
D/B/A POUR TAPROOM
Mr. Anthony Draper, Managing Member "Franchisee"

VYSTAR CREDIT UNION ("Landlord")
Brian Wolfburg, President, and CEO
Brian Kitchens, SVP of Real Estate and Security

Project Location:

61 N. Laura St
Jacksonville, Florida 32202

Funding Eligibility:

Type	Total
FAB-REP	$200,000
Sidewalk Enhancement Grant	$ 15,000
Total	**$215,000**

Project Description:

The co-applicants, Gathertap LLC (d/b/a Pour Taproom) and VyStar Credit Union, have applied for funding under the Food and Beverage Retail Enhancement Program Grant (FAB-REP) to build-out a restaurant and entertainment venue at 61 N. Laura Street. This property is within the newly built VyStar garage that is situated along Forsyth Street between Main Street and Laura Street. The subject location on the Laura Street end will serve as the first expansion project for Pour Taproom, as franchisor, in Florida. The location of this restaurant on the ground floor facing this highly trafficked intersection is an integral component to the VyStar commitment to bring activity into the downtown

corridor for the benefit of downtown workers, residents, and visitors, and aligns well with DIA BID Goal #3 to "Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown" and the purpose of the FAB-REP to "create compact, safe, and walkable dining districts."



There is a companion restaurant also to be located at this site under independent ownership, Urban Dough, LLC, which is the subject of a separate FAB-REP request although the two restaurants share certain resources and amenities. The co-applicants to this request, along with the companion restaurant, will build out approximately 7,600 sq feet plus an additional 2,500 square foot mezzanine level that is integral with the first-floor operations. They will also create an indoor/outdoor bar with additional sidewalk seating in the Hogan & Laura district of the Targeted Retail Activation: Food and Beverage Establishments Program ("FAB-REP").

The renderings above and below provide a view of the property and expected street-front activation following completion.

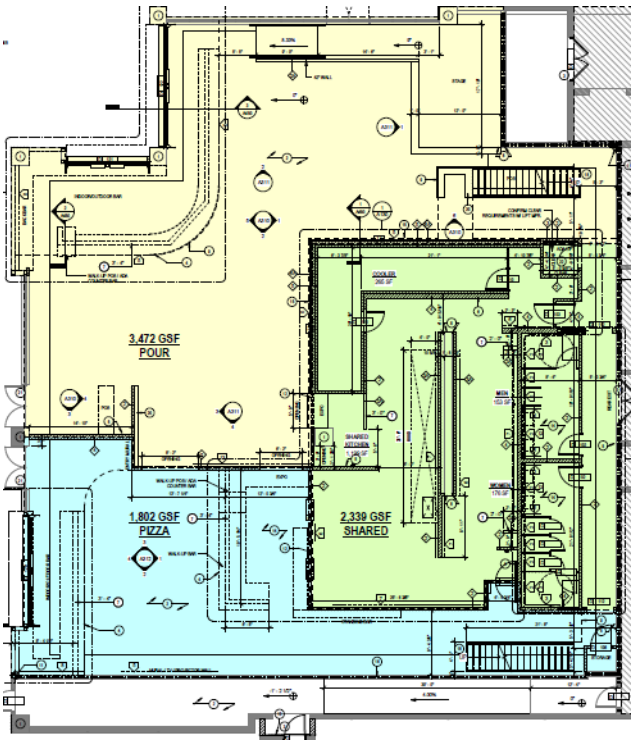
Business Plan Summary:

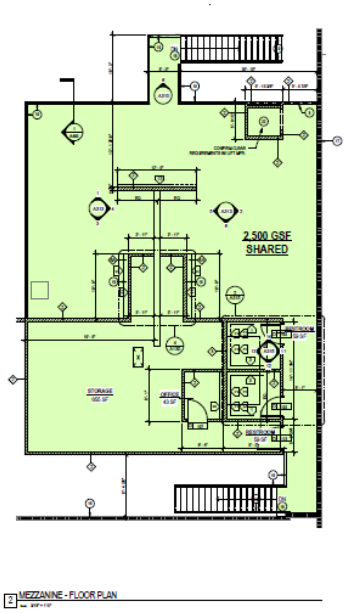
Pour Taproom, the franchisor, was founded in 2014 by Nathan Tomforde. The first Pour Taproom opened in Ashville, NC as a place that showcased local and national beer and ciders. Pour Taproom has since expanded to eight locations including three in Atlanta, and one in each of the following cities: Buffalo, NY, Charleston, SC, Durham, NC, Knoxville, TN, and Wilmington, NC. The franchised location on Laura Street will expand their market into Jacksonville which represents the first Pour Taproom in Florida.



Pour Taproom will be the second tenant in the recently built VyStar Garage with the Jacksonville Children's Chorus located on the eastern end of the building. The approximately 6,200 sq ft space will offer some unique features to the area by offering a full view of the corner of Laura and Forsyth through large bay windows. Pour also plans to add an indoor/outdoor stage for entertainment and will have an open mezzanine with its own taps for regular seating and to support private events.

Pour Taproom is a technology-driven food and beverage operation. It deploys "Self-Pour" technology with an assortment of taps spread out across an interactive "Beer Wall" that offers customers the chance to pour their own beverages and pay by the ounce. Guests will order food and some beverages through a QR code at the table that can be delivered by any front of house employee through geolocation while beer and some alcoholic beverages will be self-poured after verification of age eligibility. The guest's consumption will be monitored with the same technology, through their TIPS certified staff, and visually when re-authorization is approved after the consumption of two (2) beverages.





MEZZANINE - FLOOR PLAN

The food menu found in Exhibit A is comprised mostly of traditional American fare. The subject location will offer items such as wings, sliders and sandwiches, burgers, wraps, and salads which are prepared on-site daily. The menu and service style make Pour Taproom a Type II establishment which is partially defined as limited service but with on-site food preparation and consumption. Additionally, Pour Taproom will be open more than the minimum of five dinners per week to qualify them for the FAB-REP program.

Project Development Team:

Tony Draper, Franchisee & Manager



Anthony "Tony" Draper is the Jacksonville Franchisee for Pour Taproom and will oversee Sales and Marketing efforts for the store, as well as staffing and daily operations. Mr. Draper has over a decade of experience in business development and staffing across several industries. Prior to his career in Corporate America, Tony worked over 5 years in hospitality for Carrabba's Italian Grille, and San Jose Country Club.

Ramon Ballester, Franchisor & Consultant



Ramon "Ray" Ballester is an Owner of Pour Taproom (the franchisor) and will serve as an operational consultant for the Jacksonville franchise. Mr. Ballester has successfully opened three Pour Taproom locations and leads growth, strategy, and operations for all Pour Taproom stores in the south. Prior to his working in the Hospitality industry, Ray was an Officer in the US

Marine Corps for over 20 years where he served as a Pilot and Operations Officer. Ray brings experience in leadership, analysis, and administration.

Jonathan Chong Kim, Franchisor & Consultant

Jon Kim is the Vice President and Co-Owner of Pour Taproom (the franchisor) and an operational consultant for Jacksonville. Mr. Kim comes from a family of restaurateurs and has a background in technology automation. Mr. Kim has successfully opened three Pour Taproom locations and oversees day-to-day operations. Mr. Kim is also co-owner in a 4th restaurant concept located in Gainesville, GA. Mr. Kim leads all store management in their weekly operations, and manages vendor relationships, training, and payroll processing. Mr. Kim brings hospitality experience with him as the Front-of-House Manager for Iron Age Korean BBQ, a family restaurant in the Atlanta area. Prior to his success in the Hospitality industry, Jon spent 10 years in Corporate America as a Sales and Marketing Manager in machine manufacturing and technology industries.

Operating Plan and Employment Summary:

Pour Taproom is an established self-serve taproom brand that has expanded to multiple locations across the country and conducts retail hospitality operations in the Restaurant/Gastropub niche, leveraging cutting-edge technology that allows customers to try a large variety of beer, cider, wine, and spirits in a self-serve capacity. GatherTap LLC, the applicant headed by Tony Draper, is the entity advancing the next phase of growth into the Northeast FL market from the owners of the Pour Taproom brand in Atlanta, GA.

As a franchisee of Pour Holdings, Pour Taproom Jacksonville will have the support of the Pour Brand. The corporate entity will assist with planning, infrastructure, technology installation, staff training, and consulting. The staffing strategy includes plans to hire approximately 20 employees. The staff will consist of a General Manager, Sales and Events Coordinator, Front & Back-of-House managers, and a team of wait and kitchen staff. Pour Taproom Jacksonville will have on-site training orchestrated by Pour Holdings to assist in scheduling and day-to-day operations. Relying on the successful history of the franchise, as well as the network of seasoned franchisors, will be an integral element to Pour Taproom Jacksonville's probability of success.

The proposed hours of operation, which surpass minimum FAB-REP program requirements and provide additional evening, night, and weekend hours to existing Downtown options, are as follows:

Day of the Week	Open	Close
Sunday	**11:00 am**	**10:00 pm**
Monday	**11:00 am**	**10:00 pm**
Tuesday	**11:00 am**	**10:00 pm**
Wednesday	**11:00 am**	**10:00 pm**
Thursday	**11:00 am**	**10:00 pm**
Friday	**11:00 am**	**02:00 am**
Saturday	**11:00 am**	**02:00 am**



Pour Taproom's self-pouring technology offers its guests ultimate flexibility in options while ensuring the business high yields and very low waste. Pour Taproom will have over 80+ different beers and wines on tap as well as a full bar. The technology allows the guest to get one ounce to 16 ounces (of beer) allowing guests to create their own samples and flights. At the same time, the system, which costs over $150,000, regulates the output to ensure no foam, waste or over pouring yielding 99% of the keg. This system also greatly reduces labor costs. There is also a re-authorization program that requires the TIPS certified staff to re-authorize the customer's bracelet after two (2) drink equivalents are dispensed.

Target Market:

Pour Taproom continues to grow their brand by leveraging their competitive advantage in low operational costs and overhead to focus resources on securing high quality leasing opportunities in growing, high population entertainment districts that draw a 25-45 age demographic of college educated professionals with median incomes of $80,000.00 annually.

Pour Taproom affiliate locations are all in high traffic, densely populated areas that draw many daytime and nighttime customers from the surrounding workplace, events, attractions, hotels, and residential population.

Marketing Summary:

As a Franchisee of Pour Taproom, a percentage of gross sales each month is required to be spent on marketing efforts. This spend will be focused on optimizing & generating search engine optimization ("SEO") and social media campaigns via outside agencies.



Pour Taproom will rely heavily on word of mouth to bring in locals to their establishments. In addition to its own Social Media platforms, Pour will leverage the Untappd App which is a social media application that provides a platform for users to rate the beer they are consuming, share pictures, and review tap lists from venues. By actively engaging with customers in the Untappd app, Pour seeks to increase its visibility.

With its initial location being Downtown, Pour Taproom will hire a dedicated Sales and Events Coordinator who will target corporate partners to utilize their space for events which allows Pour the opportunity to market to the downtown professional's clients.

Finally, in addition to daily events and specials like happy hour, trivia, and live music, Pour Taproom will be very engaged in the community for events, gatherings, and fundraisers for local charities.

Operating Budget:

Pour Taproom provided a 3 Year Projected Operating Pro-Forma and Cash Flow Analysis. They used conservative sales per square foot numbers that fall between other comparable Central Core restaurants. Their gross profit target is aggressive but not out of line for multi-unit operations and assisted by a full bar operation.

The Pro-forma provided shows sales of $1,600,000 for year one, which is based on an estimate of $320 per square foot of dining space. The sales estimate for year two is $1,875,000 which is a 17% increase and $1,968,750 in year three which is a 5% increase. While 17% is a strong increase in one year, it is based on a very conservative base in the first year.

The estimated Cost of Goods Sold and Labor are conversely aggressive relative to industry metrics but is based on an easily produced, yet elevated pub-style menu and by leveraging technology in service execution which reduces those important cost elements. Guests will order food and some beverages through a QR code at the table that can be delivered by any front of house employee through geolocation while beer and some alcoholic beverages will be self-poured after verification of age eligibility.

Further, the future success of Pour Taproom is bolstered by a reasonable, percentage-based rent that allows the restaurant to have a stable occupancy cost as a part of the otherwise industry-standard operational costs listed.

Property Consideration:

Pour Taproom will be in the Laura Street retail bay on the western end of the recently constructed Vystar Parking Garage. This corridor is one of the busiest pedestrian areas in all Downtown and was named one of the top-5 streets in the nation in 2015 by the American Planning Association. The location's proximity to offices, businesses and a growing number of residents make it easily accessible to bicyclists and pedestrians. Additionally, it's in a 759-space parking garage that is open to the public and has dozens of on-street parking spaces along with other garages open to the public in the immediate area.



The existing 7,600 square foot space will be increased by a 2,500 square foot mezzanine level. The first floor will be partially shared with the companion restaurant, Urban Dough Pizza. The two restaurants will have separate front doors, separate but connected dining rooms, and separate menus of food and drink. They will share a kitchen in addition to the dining room connectivity that will allow guests access to both spaces and menu offerings providing greater diversity in product and atmosphere. The mezzanine level, which looks out over Pour Taproom will

provide well integrated seating, additional taps not found on the first level and the shared office and storage.

Development Budget:

The construction budget presented is for the entire build-out of Pour Taproom and its companion restaurant, Urban Dough. Staff has split that budget in accordance with the total square foot calculations of each individual restaurant. Submitted project costs for Pour Taproom are as follows:

- Construction Budget - Buildout costs presented in **Exhibit B** are taken from construction estimates provided by the Danis Construction of Jacksonville, FL. The total budget attributed to the Pour Taproom build out is $2,279,337 with $1,640,309 being eligible costs.
- Kitchen Equipment, Low Voltage, Fixtures and Sign Budget – The combined budget is $333,951 for Pour Taproom related costs with $198,574 of those costs eligible.
- Other soft costs and ineligible costs – There are additional soft costs, design fees, smaller equipment and concept specific costs totaling over $1,000,000 that will be shared by the tenant and landlord.

FAB-REP Considerations:

FAB-REP imposes three caps in the determination of the funding recommendation. Funding is limited to the lesser of these three approaches:

1) Funding Limitation Per Square Foot: Pour Taproom is a Type II establishment under FAB-REP guidelines which limits funding to $50 per square foot. DIA staff calculates the Pour Taproom total square footage as 6,266 which is comprised of the following:
    a. Main Floor dining room – 3,472 x $50 = $173,600
    b. Kitchen 50/50 share with Urban Dough – 1,169 x $50 = $58,450
    c. Mezzanine 65/35 share with Urban Dough – 1,625 x $50 = $81,250
        - Total funding eligibility calculated by this measure - $313,300
        - As previously mentioned, the mezzanine, while accessible to Urban Dough guests, looks exclusively over the Pour Taproom first floor dining area. This is a truly activated space integral to the operations of the business and is therefore not included as supplemental space. There is a shared office and storeroom which is why we allocated 35% of the space to Urban Dough but the majority to Pour Taproom. The 65/35 split represents the dining room split on the first floor.

2) Budget Limitation: Build Out and Equipment Budget Limitation: FAB-REP guidelines limit funding to 50% of eligible costs, totaling $1,838,883 in this project. At a 50% margin, funding eligibility by this measure is $919,442.

3) Guideline cap for a Type II project is $200,000

The FAB REP program requires that both the tenant and landlord participate and together, match the city's support of funding eligible costs. In this case, Pour Taproom is a Type II establishment which allows up to $50 per square foot in incentive funding not to exceed $200,000. This requires the tenant and landlord to contribute no less than $100,000 each in eligible costs. In addition to the significant investment in non-eligible costs, including soft costs, design, establishment specific beer vending technology and working capital, Pour Taproom and VyStar meet and exceed the minimum contribution requirement of the tenant and landlord.

Sidewalk Enhancement Grant Considerations:

Per the BID strategy, additional funds will be available to FAB-REP grant recipients as a Sidewalk Enhancement Grant to reimburse up to 80% of eligible outdoor dining improvement costs but not to exceed $15,000. Pour Taproom has provided a separate budget to utilize this grant to create outdoor spaces that enhance the sidewalk experience along the Laura and Forsyth Streets corner. Pour Taproom has submitted additional plans to include tables, chairs, umbrellas, heavy-duty planter boxes with plants, and outdoor firepits. The applicant proposes to bring in some of the movable equipment and lock up some at the end of service every night.

The Owner estimates this at the cost of $54,067, of which the grant offers 80% of the cost ($54,067 x 80%) = $43,253, which exceeds the maximum eligible amount. Therefore, the limitation of $15,000 is imposed for this recommendation.

Retail Enhancement Scoring Rubric:

Per Retail Enhancement Grant Guidelines, applications are scored using a rubric that rates the business plan and the anticipated contribution to local property taxes and sales taxes. A minimum score of 30 points out of 55 points possible is required to have the proposed project referred to the REPD Committee for funding consideration. With a score of 39, the subject proposal qualifies for consideration by the REPD Committee. Retail Enhancement Scoring for the subject redevelopment is found below:

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

Categories	Points Available	Points scored
The plan shows good short-term profit potential and contains realistic financial projections	**10**	**8**
As mentioned, with conservative and attainable sales projections and costs controlled by service style and leveraging technology, the pro-forma is reasonable and achievable in the short and long terms. Additionally, the unique nature of the concept, the fun-filled dining room, live music and well-integrated outdoor space on our most "Main Street" result in a great foundation for a successful business.		
The plan shows how the business will target a clearly defined market and its competitive edge	**5**	**4**
The brand as a whole targets "high population dense, entertainment districts that draw 25-45 age demographic of college educated professionals with median incomes of $80,000 annually." While Downtown Jacksonville does have a fair share of taprooms, they are predominantly single brand with some guest and collaborations. Pour Taproom will have dozens of different brands over 80+ taps, serve a more robust food menu, and include a cocktail program in the mix.		
The plan shows that the management team has the skills and experience to make the business successful	**10**	**7**
Pour Taproom is a proven success in other Southeast markets which will bring a lot of experience and standardization to Jacksonville franchisee Tony Draper whose business experience is diverse and successful, though light on recent hospitality experience.		

The plan shows that the entrepreneur has made or will make a personal (equity) investment in the business venture	**10**	**8**
The business plan shows an investment of at least $625,000 plus working capital on behalf of the franchisee through personal funding and an SBA loan.		
Number of FTE job positions created in excess of the required two (2) positions	**5**	**4**
Pour Taproom will create 3-5 salaried positions and approximately 20 hourly employees that will be both full and part time positions.		
TOTAL	**40**	**31**

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

Properties	Points Available	Points scored
61 N Laura Street	**5**	**4**
Historic Property	**5**	**0**
This property was recently built with speculative retail space showing a strong commitment by the landlord, Vystar Credit Union, to create retail with sidewalk activation and engagement. While the filling of the retail space may make only minor increases to the total property taxes, it is far more retail than most parking garages in existence today.		
Total	**10**	**4**

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

Expansion of sales tax	Points Available	Points scored
Limited and Self-service restaurant Type II	**5**	**4**
Pour Taproom is positioning themselves well to attract crowds during lunch and dinner, seven days a week. The marketing plan and constant programming of the space on slower days will result in a high-volume location with medium+ check averages.		
Total	**5**	**4**
Total	**55**	**39**

Staff review of the application indicates the proposed project meets the Redevelopment Goals within Downtown Jacksonville as outlined below:

> **Goal 3**: Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.
>
> **Goal 5**. Improve the perception and reality of safety, cleanliness, and maintenance in Downtown Jacksonville for residents, workers, and visitors.

Property Tax Consideration:

Property taxes are current on the property, and the building is within the defined Laura x Hogan district as found in the FAB-REP Guidelines.

Program Eligibility:

Based on the information presented in this staff report, DIA staff finds the proposed project eligible for funding under the application submitted based on the following calculations:

Type	Total
FAB-REP Forgivable Loan	$200,000
Sidewalk Enhancement Grant	$ 15,000
Total	**$215,000**

FAB-REP Additional Conditions:

1. No interest shall accrue upon the principal of the total FAB-REP forgivable loan amount with principal forgiven over a five (5) year period.

2. In the absence of default, the total principal balance will amortize 20% each year of the compliance period.

3. At the end of five years, the forgivable loan shall be forgiven in its entirety on the condition the improvements are installed and maintained in reasonably good condition, and no City Code violations are incurred during the compliance period.

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

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

See the Term Sheet, Exhibit A to Resolution 2024-04-07, for additional information on proposed terms and conditions.

Exhibit A: Food Menu (proposed)

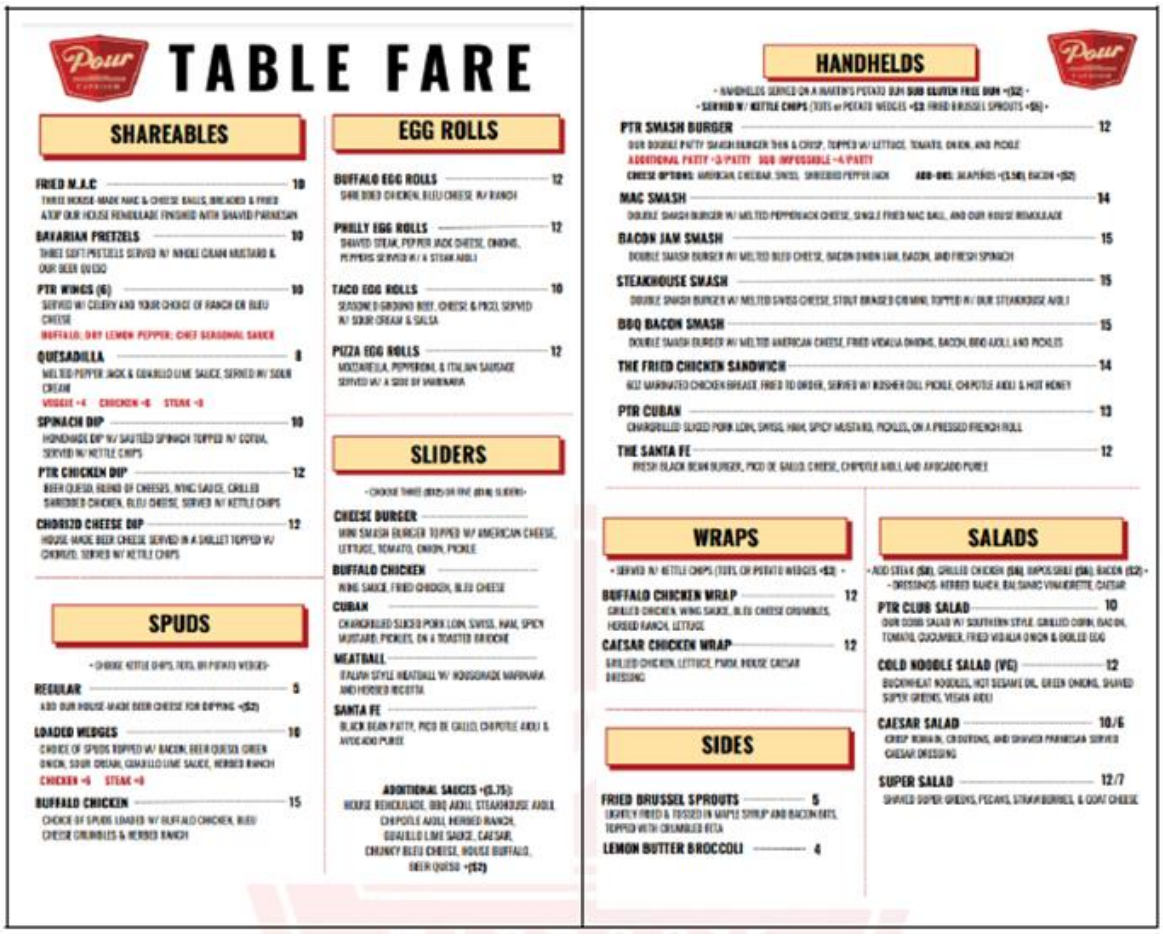


TABLE FARE

SHAREABLES

FRIED M.A.C — 10
THREE HOUSE MADE MAC & CHEESE BALLS, BREADED & FRIED A TOP OUR HOUSE REMOULADE FINISHED WITH SHAVED PARMESAN

BAVARIAN PRETZELS — 10
THREE SOFT PRETZELS SERVED W/ WHOLE GRAIN MUSTARD & OUR BEER QUESO

PTR WINGS (6) — 10
SERVED W/ CELERY AND YOUR CHOICE OF RANCH OR BLEU CHEESE
BUFFALO, DRY LEMON PEPPER, CHEF SEASONAL SAUCE

QUESADILLA — 8
MELTED PEPPER JACK & CHIMICHURRI LIME SAUCE, SERVED W/ SOUR CREAM
VEGGIE +4 CHICKEN +6 STEAK +8

SPINACH DIP — 10
HOMEMADE DIP W/ SAUTÉED SPINACH TOPPED W/ FONTINA, SERVED W/ KETTLE CHIPS

PTR CHICKEN DIP — 12
BEER QUESO, BLEND OF CHEESES, WING SAUCE, GRILLED SHREDDED CHICKEN, BLEU CHEESE, SERVED W/ KETTLE CHIPS

CHORIZO CHEESE DIP — 12
HOUSE MADE BEER CHEESE SERVED IN A SKILLET TOPPED W/ CHORIZO, SERVED W/ KETTLE CHIPS

SPUDS

• CHOOSE KETTLE CHIPS, FRIES, OR POTATO WEDGES •

REGULAR — 5
ADD OUR HOUSE MADE BEER CHEESE FOR DIPPING +($2)

LOADED WEDGES — 10
CHOICE OF SPUDS TOPPED W/ BACON, BEER QUESO, GREEN ONION, SOUR CREAM, CHIMICHURRI LIME SAUCE, HERBED RANCH
CHICKEN +6 STEAK +8

BUFFALO CHICKEN — 15
CHOICE OF SPUDS LOADED W/ BUFFALO CHICKEN, BLEU CHEESE CRUMBLES & HERBED RANCH

EGG ROLLS

BUFFALO EGG ROLLS — 12
SHREDDED CHICKEN, BLEU CHEESE W/ RANCH

PHILLY EGG ROLLS — 12
SHAVED STEAK, PEPPER JACK CHEESE, ONIONS, PEPPERS SERVED W/ A STEAK AIOLI

TACO EGG ROLLS — 10
SEASONED GROUND BEEF, CHEESE & PICO, SERVED W/ SOUR CREAM & SALSA

PIZZA EGG ROLLS — 12
MOZZARELLA, PEPPERONI, & ITALIAN SAUSAGE SERVED W/ A SIDE OF MARINARA

SLIDERS

• CHOOSE THREE ($12) OR FIVE ($16) SLIDERS •

CHEESE BURGER
MINI SMASH BURGER TOPPED W/ AMERICAN CHEESE, LETTUCE, TOMATO, ONION, PICKLE

BUFFALO CHICKEN
WING SAUCE, FRIED CHICKEN, BLEU CHEESE

CUBAN
CHARGRILLED SLICED PORK LOIN, SWISS, HAM, SPICY MUSTARD, PICKLES, ON A TOASTED BRIOCHE

MEATBALL
ITALIAN STYLE MEATBALL W/ HOUSEMADE MARINARA AND HERBED RICOTTA

SANTA FE
BLACK BEAN PATTY, PICO DE GALLO, CHIPOTLE AIOLI & AVOCADO PUREE

ADDITIONAL SAUCES +($.75):
HOUSE REMOULADE, BBQ AIOLI, STEAKHOUSE AIOLI, CHIPOTLE AIOLI, HERBED RANCH, CHIMICHURRI LIME SAUCE, CAESAR, CHUNKY BLEU CHEESE, HOUSE BUFFALO, BEER QUESO +($2)

HANDHELDS

• HANDHELDS SERVED ON A MARTIN'S POTATO BUN SUB GLUTEN FREE BUN +($2) •
• SERVED W/ KETTLE CHIPS (TOTS or POTATO WEDGES +$2, FRIED BRUSSEL SPROUTS +$6) •

PTR SMASH BURGER — 12
OUR DOUBLE PATTY SMASH BURGER THIN & CRISP, TOPPED W/ LETTUCE, TOMATO, ONION, AND PICKLE
ADDITIONAL PATTY +3/PATTY SUB IMPOSSIBLE +4/PATTY
CHEESE OPTIONS: AMERICAN, CHEDDAR, SWISS, SHREDDED PEPPER JACK ADD-ONS: JALAPEÑOS +($.50), BACON +($2)

MAC SMASH — 14
DOUBLE SMASH BURGER W/ MELTED PEPPERJACK CHEESE, SINGLE FRIED MAC BALL, AND OUR HOUSE REMOULADE

BACON JAM SMASH — 15
DOUBLE SMASH BURGER W/ MELTED BLEU CHEESE, BACON ONION JAM, BACON, AND FRESH SPINACH

STEAKHOUSE SMASH — 15
DOUBLE SMASH BURGER W/ MELTED SWISS CHEESE, STOUT BRAISED ONIONS, TOPPED W/ OUR STEAKHOUSE AIOLI

BBQ BACON SMASH — 15
DOUBLE SMASH BURGER W/ MELTED AMERICAN CHEESE, FRIED VIDALIA ONIONS, BACON, BBQ AIOLI, AND PICKLES

THE FRIED CHICKEN SANDWICH — 14
BUTTERMILK MARINATED CHICKEN BREAST, FRIED TO ORDER, SERVED W/ BRINER DILL PICKLE, CHIPOTLE AIOLI & HOT HONEY

PTR CUBAN — 13
CHARGRILLED SLICED PORK LOIN, SWISS, HAM, SPICY MUSTARD, PICKLES, ON A PRESSED FRENCH ROLL

THE SANTA FE — 12
FRESH BLACK BEAN BURGER, PICO DE GALLO, CHEESE, CHIPOTLE AIOLI, AND AVOCADO PUREE

WRAPS

• SERVED W/ KETTLE CHIPS (TOTS, OR POTATO WEDGES +$2) •

BUFFALO CHICKEN WRAP — 12
GRILLED CHICKEN, WING SAUCE, BLEU CHEESE CRUMBLES, HERBED RANCH, LETTUCE

CAESAR CHICKEN WRAP — 12
GRILLED CHICKEN, LETTUCE, PARM, HOUSE CAESAR DRESSING

SIDES

FRIED BRUSSEL SPROUTS — 5
LIGHTLY FRIED & TOSSED IN MAPLE SYRUP AND BACON BITS, TOPPED WITH CRUMBLED FETA

LEMON BUTTER BROCCOLI — 4

SALADS

• ADD STEAK ($8), GRILLED CHICKEN ($6), IMPOSSIBLE ($6), BACON ($2) •
• DRESSINGS: HERBED RANCH, BALSAMIC VINAIGRETTE, CAESAR

PTR CLUB SALAD — 10
OUR COBB SALAD W/ SOUTHERN STYLE GRILLED CORN, BACON, TOMATO, CUCUMBER, FRIED VIDALIA ONION & DEVILED EGG

COLD NOODLE SALAD (VG) — 12
BUCKWHEAT NOODLES, HOT SESAME OIL, GREEN ONIONS, SHAVED SUPER GREENS, VEGAN AIOLI

CAESAR SALAD — 10/6
CRISP ROMAIN, CROUTONS, AND SHAVED PARMESAN SERVED CAESAR DRESSING

SUPER SALAD — 12/7
SHAVED SUPER GREENS, PECANS, STRAWBERRIES, & GOAT CHEESE

Exhibit B – Construction Budget

VyStar Garage Construction Budget				
Description	**Total Cost**		Non - Eligible	Eligible
FOUNDATIONS	**$11,463**			$11,463
SUB-STRUCTURE	**$85,616**			$85,616
SUPERSTRUCTURE	**$349,541**			$349,541
SKIN	**$30,000**			$30,000
INTERIOR	**$763,754**			$763,754
CONVEYING SYSTEMS	**$32,500**			$32,500
FIRE SUPPRESSION SYSTEMS	**$39,401**			$39,401
PLUMBING	**$168,000**			$168,000
HVAC	**$612,543**			$612,543
ELECTRICAL	**$458,816**			$458,816
SPECIALTIES	**$84,317**			$84,317
SITEWORK	**$50,000**		$50,000	
GENERAL REQUIREMENTS	**$482,093**		$482,093	
SPECIAL CONSTRUCTION	**$9,710**			$9,710
SUBTOTAL	**$3,177,754**			
SOFT COSTS	**$498,596**		$498,596	
Total	**$3,676,350**		$1,030,689	$2,645,661

		Non - Eligible	Eligible
	Pour Taproom 62%	$639,027.18	$1,640,309.82
	Urban Dough 38%	$391,661.82	$1,005,351.18

Exhibit C: Sidewalk Enhancement Budget

Seating Set with Fireplace	$2,700.00	2	$5,400.00
Bar Stolls	$72.49	10	$724.90
Chairs	$64.99	58	$3,769.42
36"x36" Square Table	$143.00	12	$1,716.00
24x24 Square Table	$92.99	3	$278.97
30x30 Square Table	$112.99	2	$225.98
Planter Boxes	$266.00	28	$7,448.00
Outdoor patio heaters	$780.90	5	$3,904.50
Umbrellas	$8,550.00	2	$17,100.00
Umbrellas	$13,500.00	1	$13,500.00
		Total	**$54,067.77**

TAB IV.B.v

RESOLUTION 2024-04-08 URBAN DOUGH FAB REP

RESOLUTION 2024-04-08

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") ACTING AS THE DOWNTOWN ECONOMIC DEVELOPMENT AGENCY ("GRANTOR") APPROVING THE AWARD OF A RETAIL ENHANCEMENT PROGRAM FOOD AND BEVERAGE RETAIL ENHANCEMENT (FAB-REP) FORGIVABLE LOAN TO URBAN DOUGH, LLC AND VYSTAR CREDIT UNION, LLC ("GRANTEES") AS CO-APPLICANTS AND A SIDEWALK ENHANCEMENT GRANT TO GATHERTAP, LLC AS THE SOLE APPLICANT; AUTHORIZING THE CEO OF THE DIA TO NEGOTIATE A LOAN AGREEMENT AND RELATED SECURITY DOCUMENTS; AUTHORIZING THE DIA CEO TO EXECUTE SUCH AGREEMENTS; AND FINDING THAT THE DEVELOPMENT PLAN IS CONSISTENT WITH THE DIA'S BUSINESS INVESTMENT AND DEVELOPMENT PLAN, INCLUDING THE NORTHBANK CRA PLAN ("BID PLAN") AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Grantees submitted a Retail Enhancement Program application to the DIA under the Targeted Retail Activation: Food and Beverage Establishments Program to facilitate the development of a restaurant venue in the Hogan x Laura District of the Central Core in Downtown Jacksonville; and

WHEREAS, the Business Owner submitted an application for a Sidewalk Enhancement Grant to the DIA under the under the Targeted Retail Activation: Food and Beverage Establishments Program; and

WHEREAS, each application was reviewed by the DIA staff and found to be consistent with program guidelines, the BID Plan and CRA Plan for Downtown Northbank; and

WHEREAS, The DIA hereby finds that the Project furthers the following Goal(s) of the BID Plan:

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

Goal 4) Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks and attractions; and

WHEREAS, the Retail Enhancement and Property Disposition Committee, at their meeting of April 11, 2024, voted to recommend approval of the applications to the DIA Board; and

WHEREAS, the DIA is authorized to utilize the Downtown Economic Development Fund Forgivable Loan funds, to foster the redevelopment of the Downtown Northbank; and

WHEREAS, to assist the Grantees in making renovations for the purposes of Urban Dough, LLC of Jacksonville ("the Project") the DIA proposes to provide a Forgivable Loan secured by a note for the Food and Beverage Retail Enhancement Program not to exceed $192,350 and the Sidewalk Enhancement Program not to exceed $15,000 with total funding limited to TWO HUNDRED SEVEN THOUSAND THREE HUNDRED FIFTY DOLLARS and 00/100 ($207,350) to the Grantees; and

WHEREAS, the financial assistance to the Project will be in the form of the proposed terms and incentives on the Term Sheet, attached as Exhibit A to this Resolution; and

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

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

Section 2. The DIA hereby approves the award of the Food and Beverage Retail Enhancement Grant (FAB-REP) and the Sidewalk Enhancement Grant in a total amount not to exceed $207,350 from the Downtown Economic Development Fund, Forgivable Loans account to Grantees to be provided in accordance with the term sheet attached hereto as Exhibit A.

Section 3. The Chief Executive Officer is hereby authorized to negotiate and execute the contracts necessary to document this approval and otherwise take all additional actions necessary to effectuate the purposes of this Resolution.

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

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

Witness	Jim Citrano, Chairman	Date

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

EXHIBIT A: TERM SHEET

RETAIL ENHANCEMENT PROGRAM
TARGETED RETAIL ACTIVATION: FOOD AND BEVERAGE
ESTABLISHMENTS FORGIVABLE LOAN PROGRAM TERM SHEET
(FAB-REP)

Pour Taproom
61 North Laura Street

Project Name:		Pour Taproom
Co-Applicants:		GatherTap, LLC ("Tenant") VyStar Credit Union ("Landlord")
Total Build Out and Equipment Costs:	$2,613,288	
Eligible Costs under FAB-REP program:	$1,838,883	
Maximum Eligible Funding:	$200,000	10.9% of Eligible FAB-REP Costs
Sidewalk Enhancement Costs:	$50,609	
Eligible Costs under FAB-REP program:	$50,609	
Maximum Eligible Funding:	$15,000	27.8% of Eligible SEG Costs

Project: Tenant improvements to the Laura Street retail location of the recently built VyStar Parking Garage, RE#s 073669 0000 and 073670 0000, located in the Hogan x Laura District of the Central Core District, owned by VyStar Credit Union, in accordance with the application received. Funding will facilitate the development of a fast casual restaurant, taproom and entertainment venue classified as a Type 2 establishment per FAB-REP Guidelines.

The applicant also agrees to operate during expanded hours, as detailed further below, and is expected to remain in business in the location at these service levels for a minimum of 5 years.

City Funding: No more than $215,000, through the Downtown Economic Development Fund Forgivable Loan fund, as follows:

(A) FAB-REP Forgivable Loan**:**

- Maximum funding of $200,000 from the Downtown Economic Development Fund Forgivable Loan fund**.**
- The grant will be structured as a forgivable loan, with 0% interest that will amortize at the rate of 20% on each anniversary date of the closing for 5 years so long as no event of default exists. Each co-applicant will be a party to that forgivable note and loan agreement.
- The co-applicants acknowledge that these loan funds are awarded and shall be used in accordance with the Retail Enhancement Program Targeted Retail Activation: Food and Beverage Establishments guidelines.
- The forgivable loan will be secured by a personal guarantee from Tony Draper on behalf of the Tenant in the event of a default under the program or funding agreement.

Minimum Construction Costs (FAB-REP Forgivable Loan):

- The minimum build out and equipment costs incurred through completion to remain eligible for the FAB-REP Forgivable Loan are $1,838,000 and listed in Figure 1 below. Such costs will exclude soft costs such as General Conditions, General Requirements, Overhead, Insurance, and similar expenditures not contributing to the hard costs of construction.
- The total minimum construction costs shall also exclude costs incurred for furniture and any equipment not affixed to the property. Any equipment affixed to the property included in this total must remain on the property through the compliance period of the forgivable loan agreement.
- The minimum contribution from each co-applicant towards the minimum build out and equipment costs shall be $100,000.

(B) Sidewalk Enhancement Grant:

- Maximum funding limited to the lesser of 80% of actual costs incurred for equipment to be used in providing outdoor seating and activation as supported by invoices that have been approved by the DIA or $15,000.
- The forgivable loan will amortize at the rate of 20% on each anniversary date of the closing so long as no event of default exists with total forgiveness on the fifth anniversary date.
- The applicant must provide evidence that the lease for the subject property and operation of the subject business is in effect for a period of not less than five years.
- Funding requires evidence of the issuance of a Sidewalk Café permit to the Grantee that would allow the use of the subject sidewalk for the intended purpose.
- Maintain an operating business consistent with the business type as presented in the application.
- Maintain operating hours materially consistent with the days and hours as represented in the application.
- Property acquired through the Sidewalk Enhancement Grant proceeds, and listed in Figure 2, must be secured at the end of each day.

Performance Schedule:

1. Retail Enhancement Loan Agreement to be executed within six (6) months of DIA board approval which shall establish the Retail Enhancement Loan Agreement Effective Date.
2. Commencement of Construction: Within three (3) months following the Retail Enhancement Loan Agreement Effective Date, Applicant commits to commencement of construction, meaning receipt of all required approvals, permitting, and closing on all required financing to allow the start of construction activities and has actually commenced buildout type work.
3. Substantial Completion: Within twelve (12) months following the Retail Enhancement Loan Agreement Effective Date as defined above.
4. The DIA CEO will have the authority to extend this Performance Schedule, at the CEO's discretion, for up to three (3) months for good cause shown by the Applicant. Any extensions to the Commencement Date shall simultaneously have the same effect as extending the Completion Date.

Additional Commitments:

1. Applicant shall establish business operations following the description as outlined in the application and as Project above. The build out should be materially consistent with the renderings and images included in Figure 3 below.
2. All rehabilitation work and design features must comply with all applicable city codes, ordinances, the established Downtown Development Review Board Guidelines and the Downtown Zoning Overlay.
3. Per FAB-REP guidelines, the award will be structured as:
    a) Zero interest, forgivable loan payable upon completion of the work and satisfactory receipt and review by DIA of invoices for goods and services rendered and proof that recipients paid for such goods and services.
    b) No interest shall accrue upon the principal of the total loan amount (except as may be required in section e. below), with the principal forgiven over a five (5) year period.
    c) The total principal balance will amortize 20% each year of the compliance period.
    d) At the end of five years, the loan shall be entirely forgiven on the condition that the improvements are installed and maintained in reasonably good condition, all taxes are maintained in current status with no tax certificates, and no City Code violations are incurred during the compliance period.
    e) If it is determined that the recipient(s) is in default, interest and full payment of the grant may be demanded.
4. Minimum Hours of Operation to be maintained as:

    Pour Taproom Hours of Operation:

Sunday through Thursday	11:00 am to 10:00 pm
Friday and Saturday	11:00 am to 2:00 am

5. Minimum number of employees: A minimum of two (2) full-time equivalent employees, defined as working a minimum of 35 hours per week, shall be required for the term of this agreement. This may include owner-operators.
6. Personal Guaranty of payment and performance obligations in the event of default to be provided by Tony Draper on behalf of the Tenant.
7. Additional terms and conditions as may be required and as found in the Redevelopment Agreement or other documentation prepared to establish the obligations for this award.

Conditions:

This Term Sheet is limited by the following conditions:

1. Downtown Investment Authority to receive copies of any necessary permits, invoices, cancelled checks or documentation from other methods of payment, and other items as may be requested by the DIA in its sole discretion as evidence of eligible expenditures materially consistent with the budget presented as Figure 1; and
2. Annual sales and reporting required to demonstrate compliance with terms and conditions as approved; and
3. There may be additional terms, conditions, rights, responsibilities, warranties, and obligations for both parties which shall be determined in a later negotiated mutually agreeable written contract.

Figure 1. Construction Budget as Submitted:

Construction Budget			
Description	Total Cost	Non - Eligible	Eligible
FOUNDATIONS	$11,463		$11,463
SUB-STRUCTURE	$85,616		$85,616
SUPERSTRUCTURE	$349,541		$349,541
SKIN	$30,000		$30,000
INTERIOR	$763,754		$763,754
CONVEYING SYSTEMS	$32,500		$32,500
FIRE SUPPRESSION SYSTEMS	$39,401		$39,401
PLUMBING	$168,000		$168,000
HVAC	$612,543		$612,543
ELECTRICAL	$458,816		$458,816
SPECIALTIES	$84,317		$84,317
SITEWORK	$50,000	$50,000	
GENERAL REQUIREMENTS	$482,093	$482,093	
SPECIAL CONSTRUCTION	$9,710		$9,710
SUBTOTAL	$3,177,754		
SOFT COSTS	$498,596	$498,596	
Total	**$3,676,350**	**$1,030,689**	**$2,645,661**

	Non - Eligible	Eligible
Pour Taproom 62%	$639,027	$1,640,310
Urban Dough 38%[1]	$391,662	$1,005,351

[1] – For the benefit of a separate but related project.

Figure 1 (cont.) Equipment Budget as submitted:

	Total Costs	Eligible Costs
Low Voltage wiring, equipment & install	$ 100,851	$ 67,506
Kitchen Equipment	$ 77,593	$ 33,396
Walkin Cooler	$ 56,487	$ 56,487
FF&E	$ 79,823	$ 21,988
Signage	$ 19,197	$ 19,197
Total	**$ 333,951**	**$ 198,574**

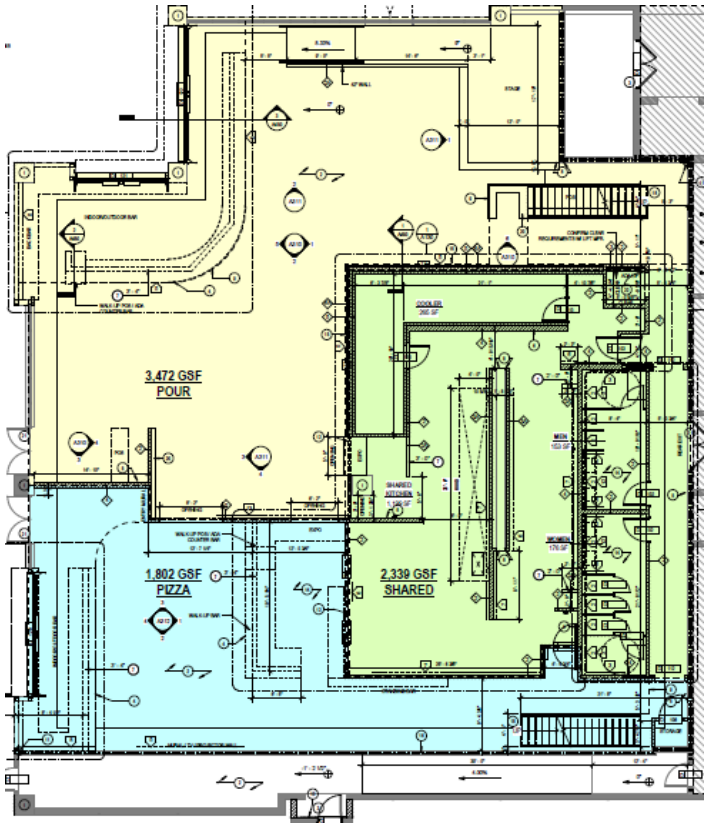
Figure 2. Sidewalk Budget as Submitted:

Seating Set with Fireplace	$2,700.00	2	$5,400.00
Bar Stolls	$72.49	10	$724.90
Chairs	$64.99	58	$3,769.42
36"x36" Square Table	$143.00	12	$1,716.00
24x24 Square Table	$92.99	3	$ 278.97
30x30 Square Table	$112.99	2	$225.98
Planter Boxes	$266.00	15	$3,990.00
Outdoor patio heaters	$780.90	5	$3,904.50
Umbrellas	$8,550.00	2	$17,100.00
Umbrellas	$13,500.00	1	$13,500.00
		Total	**$50,609.77**

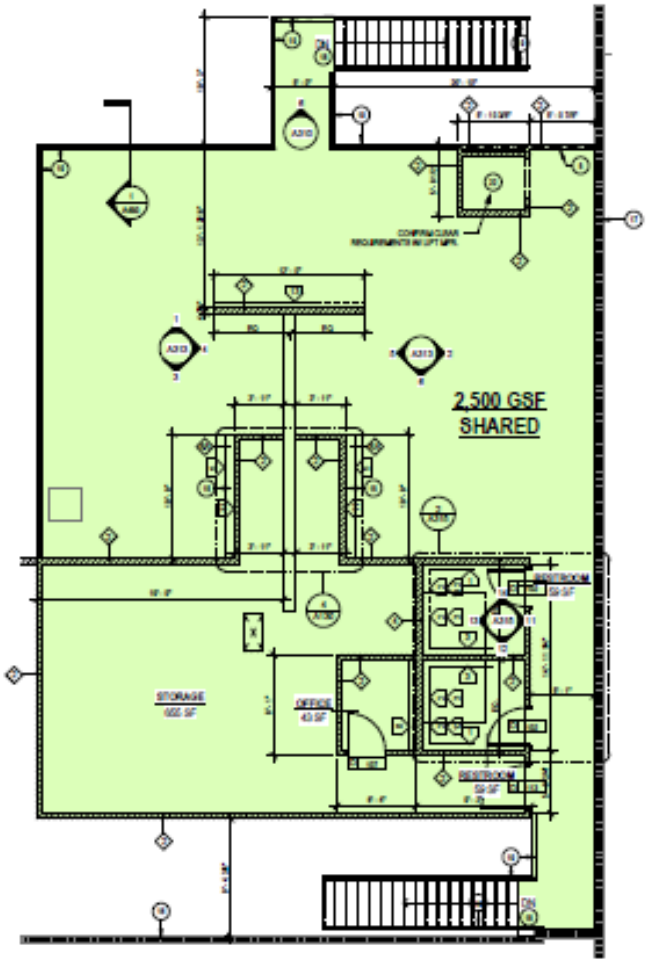
Figure 3. Renderings and Floorplans as Submitted:



Dining Room & Mezzanine



Main Dining Room and Kitchen



Mezzanine, Office & Storage

SUPPLEMENTAL INFORMATION

RESOLUTION 2024-04-08 URBAN DOUGH FAB REP STAFF REPORT

Downtown Investment Authority

DIA RETAIL ENHANCEMENT PROGRAM
TARGETED RETAIL ACTIVATION: FOOD AND BEVERAGE ESTABLISHMENTS

Urban Dough, LLC (aka Pizza Dynamo)
April 11, 2024

Project name: **PIZZA DYNAMO**
61 N LAURA ST
VYSTAR PARKING GARAGE

Co-Applicants: **URBAN DOUGH, LLC ("Tenant")**
D/B/A PIZZA DYNAMO
Mr. Jeremy Gatto, Owner/Operator

VYSTAR CREDIT UNION (Landlord)
Brian Wolfburg, President, and CEO
Brian Kitchens, SVP of Real Estate and Security

Project Location: 61 N. Laura St
Jacksonville, Florida 32202

Type	Total
FAB-REP	$192,350
Sidewalk Enhancement Grant	$ 15,000
Total	**$207,350**

Project Description:

The co-applicants, Urban Dough LLC and VyStar Credit Union, have applied for funding under the Food and Beverage Retail Enhancement Program Grant (FAB-REP) to build out a restaurant and entertainment venue at 61 N. Laura Street. This property is within the newly built VyStar garage that is situated along Laura Street between Forsyth Street and Adams Street.

Urban Dough, LLC is the first expansion of the existing Pizza Jeans restaurant from Ponce City Market in Atlanta, Georgia. Pizza Jeans started as a pop up inside James Beard-nominated chef Chris Wilkins' Root Baking Co. Later, Jeremy Gatto came on board as the Owner/Operator of Pizza Jeans when it became its own entity within Ponce City Market.

The location of this new expansion on the ground floor of the VyStar Garage facing this highly trafficked intersection is an integral component to the VyStar commitment to bring activity into the downtown corridor for the benefit of downtown workers, residents, and visitors, and aligns well with DIA BID Goal #3 to "Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown" and the purpose of the FAB-REP to "create compact, safe, and walkable dining districts."



There is a companion restaurant also to be located at this site under independent ownership, Pour Taproom Jacksonville, which is the subject of a separate FAB-REP request although the two restaurants share certain resources and amenities. The co-applicants to this request, along with the companion restaurant, will build out approximately 7,600 sq feet plus an additional 2,500 square foot mezzanine level. They will also create an indoor/outdoor bar with additional sidewalk seating in the Hogan & Laura district of the Targeted Retail Activation: Food and Beverage Establishments Program ("FAB-REP").

The renderings above and below provide a view of the property and expected street-front activation following completion.

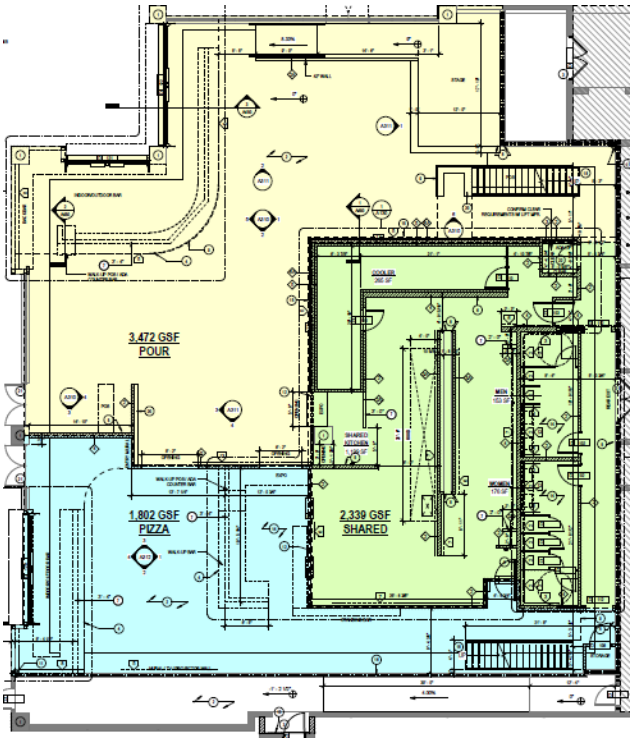
Business Plan Summary:

Pizza Jeans, originally a pop-up inside the James Beard-nominated Chris Wilkens' Root Baking Co., has become a thriving, independently run pizzeria in Atlanta's Ponce City Market. Under the ownership of Jeremy Gatto and Partners, the NY-style pizzeria stays true to its roots by using 100% organic grains and natural leavening. In expanding to Jacksonville, FL with Pizza Dynamo, Jeremy and his team will bring its unique style, fun cocktail program, and spritz bar to the Downtown community.



Pizza Dynamo is a traditional New York pizzeria that also uses 100% organic flour, tomatoes, and cheese from trusted suppliers. They were named one of the "8 Best Pizza Shops for a NY-style Slice Outside New York" by bon appetit in 2023. As they did in their first location, they will actively engage with the local Jacksonville community by participating in events and supporting charitable initiatives to give back to the community.

The décor at Pizza Dynamo Jacksonville will transport customers back to the days of grabbing a slice and a cola with friends. They compose an atmosphere that evokes a sense of nostalgia, creating an immersive experience that brings back memories of simpler times. From vintage arcade games to retro-inspired artwork, every detail is designed to enhance the overall ambiance and take guests on a journey through their favorite moments.



Through their business plan and conversations, they show a true dedication to hospitality and being part of the community. With award-winning food, a well thought out cocktail program and premier location, Pizza Dynamo will be an asset to the Central Core of Downtown.

Project Development & Management Team:

Jeremy Gatto, Owner/Operator



Chris Wilkins (left) and Jeremy Gatto (right).

With over 20 years of experience running successful restaurants in both New York City and Atlanta, Jeremy has worked with renowned chefs such as Jean Georges, Mario Batali, and Laurent Tourondel. He has also managed large-scale restaurants like B.R. Guest and The Grand Central Oyster Bar. Jeremy will oversee operations at Pizza Dynamo.

Chris Wilkins, Creator/Consultant

As the original creator of Pizza Jeans and a former James Beard-nominated baker, Chris Wilkins will continue to provide culinary consultation for the business.

Ramon Ballester, Co-Owner

Ramon “Ray” Ballester is an Owner of Pour Taproom and will serve as an operational consultant for the Jacksonville franchise. Mr. Ballester has successfully opened three Pour Taproom locations and leads growth, strategy, and operations for all Pour Taproom stores in the south. Prior to his working in the Hospitality industry, Ray was an Officer in the US Marine Corps for over 20 years where he served as a Pilot and Operations Officer. Ray brings experience in leadership, analysis, and administration.

Jonathan Chong Kim, Co-Owner

Jon Kim is the Vice President and Co-Owner of Pour Taproom and an operational consultant for Jacksonville. Mr. Kim comes from a family of restaurateurs and has a background in technology automation. Mr. Kim has successfully opened three Pour Taproom locations and oversees day-to-day operations. Mr. Kim is also co-owner of a 4th restaurant concept located in Gainesville, GA. Mr.

Kim leads all store management in their weekly operations, and manages vendor relationships, training, and payroll processing. Mr. Kim brings hospitality experience with him as the Front-of-House Manager for Iron Age Korean BBQ, a family restaurant in the Atlanta area. Prior to his success in the Hospitality industry, Jon spent 10 years in Corporate America as a Sales and Marketing Manager in machine manufacturing and technology industries.

<u>Andrew Collins, Corporate Executive Chef</u>



Andrew Collins was previously the head baker for Root Baking Co., where he honed his skills before becoming the chef at Pizza Jeans. As Corporate Executive Chef at Pizza Jeans, Andrew will oversee all aspects of back-of-house operations.

Operating Plan and Employment Summary:

Pizza Dynamo will be a fast casual, New York style pizzeria that also serves sandwiches, salads and desserts. They will have a full bar with specialty cocktails, local draft beers, seasonal slushies and a spritz bar. The concept is family friendly and reasonably priced. **See Exhibit A for menu**

This first expansion for the Pizza Jeans concept out of Atlanta will benefit from the support and expertise of an established brand, which has been in operation since 2020 in the Ponce City Market where it expanded to a larger space in December 2022. In addition to the previously mentioned accolades from bon appetit magazine and the James Beard foundation, Pizza Jeans has been recognized in Eater Atlanta and the Atlanta Journal and Constitution. The Pizza Jeans team will help provide a turn-key business process to ensure success.

In addition to Jeremy Gallo's on-site operations, here is an outline of the operational support Pizza Jeans provides to Pizza Dynamo:

1) *Planning and Infrastructure:*
   - Design an efficient and appealing space.
   - Coordination with contractors during construction or renovation.
   - Licensing, equipment, and technology setup assistance
   - Guidance on designing eye-catching signage to attract customers.
   - Furniture placement and interior design
2) *Training and Opening:*
   - Onsite Training for managers and staff
   - POS training
   - Product sourcing and vendor management
   - Menu development
   - Staff scheduling Implementation
3) *Ongoing Support:*
   - Tech Support
   -Monthly report analysis and forecasting
   -Monthly product ordering analysis
   - Monthly conference calls
   - Unlimited consulting access

Pizza Dynamo plans to hire two or three full-time, salaried managers to help oversee operations in the dining room and kitchen. Additionally, they plan to hire approximately 20 full and part time positions for kitchen staff, cashiers and bartending.

The proposed hours of operation, which surpass minimum FAB-REP program requirements and provide additional evening, night, and weekend hours to existing Downtown options, are as follows:

Day of the Week	Open	Close
Sunday	**12:00 pm**	**8:00 pm**
Monday	**11:00 am**	**9:00 pm**
Tuesday	**11:00 am**	**9:00 pm**
Wednesday	**11:00 am**	**9:00 pm**
Thursday	**11:00 am**	**9:00 pm**
Friday	**11:00 am**	**10:00 pm**
Saturday	**11:00 am**	**10:00 pm**

Target Market:

In their own words:

> *With 94% of the population eating pizza at least once a month, there is already a built-in customer base across all demographics in America. However, Pizza Dynamo plans to focus more on specific meal periods and events rather than targeting specific demographics.*
>
> *Downtown Jacksonville's central location makes it easily accessible for office workers, residents, delivery drivers, and commuters. Pizza Dynamo aims to cater to the diverse needs of these customers by offering quick and easy options for those on-the-go, as well as providing a comfortable dining experience for those who want to sit down and enjoy their meal.*

Marketing Summary:

Pizza Dynamo will be more than just a neighborhood pizzeria. They strive to create an experience that takes their customer on a “tastebud time machine” back to their favorite memories. Along with great food, they look to deliver over-the-top but edgy hospitality in nostalgic décor. They plan to actively engage with the local community by participating in events and supporting charitable initiatives.

Their opening marketing plan calls for a direct mail campaign, soft opening events for locals and influencers, public relations efforts to obtain media coverage and consistent branding and signage. Ongoing efforts include internet marketing, an e-newsletter and significant social media promotion. They also plan to use third party delivery systems like Uber Eats, Grub Hub and Door Dash to get their name and product throughout the Urbancore.

Operating Budget:

Pizza Dynamo provided a 3 Year Forecasted Profit and Loss Projection. They based these numbers on similar concepts in proximity to Downtown Jacksonville as well as historical data from Pizza Jeans in Atlanta. Their estimated sales are in line with current Northbank restaurants as are their costs.

The Pro-forma provided shows sales of $1,500,000 for year one which is based on $390 per square foot. The sales estimates for years two and three are 10% and 9% higher per year respectively, which is aggressive but based on a conservative first year.

The estimated Cost of Goods Sold and Labor are both reasonable and at or below industry standard for a pizzeria with a full bar and fast casual service style.

Further, the future success of Pizza Dynamo is bolstered by a reasonable, percentage-based rent that allows the restaurant to have a stable occupancy cost as a part of the otherwise industry-standard operational costs listed.

Property Consideration:

Pizza Dynamo will be in the Laura Street retail bay on the western end of the recently constructed Vystar Parking Garage. This corridor is one of the busiest pedestrian areas in all Downtown and was named one of the top-5 streets in the nation in 2015 by the American Planning Association. The location's proximity to offices, businesses and a growing number of residents make it easily accessible to bicyclists and pedestrians. Additionally, it's in a 759-space parking garage that is partially open to the public and has dozens of on-street parking spaces along with other garages in the immediate area.



The existing 7,600 square foot space will be increased by a 2,500 square foot mezzanine level. The first floor will be partially shared with the companion restaurant, Pour Taproom. The two restaurants will have separate front doors, separate but connected dining rooms, and separate menus of food and drink. They will share a kitchen in addition to the dining room connectivity that will allow guests access to both spaces and menu offerings providing greater diversity in product and atmosphere. The mezzanine level, which looks out over Pour Taproom, is also accessible to the Pizza Dynamo guests.

Development Budget:

The construction budget presented is for the entire build-out of Pizza Dynamo and its companion restaurant, Pour Taproom. Staff has split that budget in accordance with the total square foot calculations of each individual restaurant. Submitted project costs for Pizza Dynamo are as follows:

- Construction Budget - Buildout costs presented in **Exhibit B** are taken from construction estimates provided by the Danis Construction of Jacksonville, FL. The total budget attributed to the Pizza Dynamo build out is $1,397,013 with $1,005,351 being eligible costs.
- Kitchen Equipment, Low Voltage, Fixtures and Sign Budget – The combined budget is $241,264 for Pizza Dynamo related costs with $102,022 of those costs eligible.
- Other soft costs and ineligible costs – There are additional soft costs, design fees, smaller equipment and concept specific costs totaling over $1,000,000 that will be shared by the tenant and landlord.

FAB-REP Considerations:

FAB-REP imposes three caps in the determination of the funding recommendation. Funding is limited to the lesser of these three approaches:

1) Funding Limitation Per Square Foot: Pizza Dynamo is a Type II establishment under FAB-REP guidelines which limits funding to $50 per square foot. DIA staff calculates the Pizza Dynamo total square footage as 3,847 which is comprised of the following:
    a. Main Floor dining room – 1,802 x $50 = $90,100
    b. Kitchen 50/50 share with Pour Taproom – 1,169 x $50 = $58,450
    c. Mezzanine 65/35 share with Pour Taproom – 876 x $50 = $43,800
        - Total funding eligibility by this measure - $192,350
        - As mentioned previously, the mezzanine, while accessible to Pizza Dynamo guests, looks exclusively over the Pour Taproom first floor dining area. There is a shared office and storeroom on the mezzanine level which is why we allocated 35% of the space to Pizza Dynamo but the majority to Pour Taproom. The 65/35 split represents the dining room split on the first floor.

2) Budget Limitation: Build Out and Equipment Budget Limitation: FAB-REP guidelines limit funding to 50% of eligible costs, totaling $1,005,351 in this project. At a 50% margin, funding eligibility by this measure is $502,676.

3) Guideline cap for a Type 2 project is $200,000:

The FAB REP program requires that both the tenant and landlord participate and together, match the city's support of funding eligible costs. In this case, Pizza Dynamo is a Type II establishment which allows up to $50 per square foot in incentive funding not to exceed $200,000. This requires the tenant and landlord to contribute no less than $100,000 each in eligible costs. In addition to the significant investment in non-eligible costs, including soft costs, design, establishment specific beer vending technology and working capital, Pizza Dynamo and VyStar meet and exceed the minimum contribution requirement of the tenant and landlord.

Sidewalk Enhancement Grant Considerations:

Per the BID strategy, additional funds will be available to FAB-REP grant recipients as a Sidewalk Enhancement Grant to reimburse up to 80% of eligible outdoor dining improvement costs but not to exceed $15,000. Pizza Dynamo has provided a separate budget to utilize this grant to create outdoor spaces that enhance the sidewalk experience along the Laura and Forsyth Streets corner. Pizza Dynamo has submitted additional plans to include tables, chairs, umbrellas, heavy-duty planter boxes with plants, and outdoor firepits. At night, the applicant proposes to bring in the movable equipment, lock up some tables and chairs and leave the umbrellas and heavy planters in place.

The Owner estimates this at the cost of $19,657, of which the grant offers 80% of the cost ($19,657 x 80%) = $15,726, which exceeds the maximum eligible amount. Therefore, the limitation of $15,000 is imposed for this recommendation. **See Exhibit C**

Retail Enhancement Scoring Rubric:

Per Retail Enhancement Grant Guidelines, applications are scored using a rubric that rates the business plan and the anticipated contribution to local property taxes and sales taxes. A minimum score of 30 points out of 55 points possible is required to have the proposed project referred to the REPD Committee for funding consideration. With a score of 39, the subject proposal qualifies for consideration by the REPD Committee. Staff has scored Pizza Dynamo on the following categories defined in their business plan. Retail Enhancement Scoring for the subject redevelopment is found below:

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

Categories	Points Available	Points scored
The plan shows good short-term profit potential and contains realistic financial projections	**10**	**7**
While there are at least two other businesses offering pizza in Downtown, Pizza Dynamo has the benefit of being on Laura Street in a brand-new space. They also target and fit the younger clientele that is moving Downtown with not only award wining pizza but an atmosphere and bar program that could set it apart from its competition. Projections are realistic.		
The plan shows how the business will target a clearly defined market and its competitive edge	**5**	**4**
They have a very clearly defined market and will create an atmosphere that will elicit repeat business.		
The plan shows that the management team has the skills and experience to make the business successful	**10**	**8**
Pizza Dynamo is an expansion of an existing and successful restaurant in Atlanta, GA. The Owner/Operator, Jeremey Gatto, also has extensive restaurant experience from New York City and Atlanta, GA.		
The plan shows that the entrepreneur has made or will make a personal (equity) investment in the business venture	**10**	**7**

The business plan shows an investment of at least $500,000 on behalf of the Owner/Operator through an SBA loan		
Number of FTE job positions created in excess of the required two (2) positions	**5**	**4**
Pizza Dynamo will create 3-5 salaried positions and approximately 20 hourly employees that will be both full and part time positions.		
TOTAL	**40**	**31**

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

Properties	Points Available	Points scored
61 N Laura Street	**5**	**4**
Historic Property	**5**	**0**
This property was recently built with speculative retail space showing a strong commitment by the landlord, Vystar Credit Union, to create retail with sidewalk activation and engagement. While the filling of the retail space may make only minor increases to the total property taxes, it has far more retail than most parking garages in existence today.		
Total	**10**	**4**

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

Expansion of sales tax	Points Available	Points scored
Limited-service restaurant Type II	**5**	**4**
Pizza Dynamo is positioning themselves well to attract crowds during lunch and dinner, seven days a week. The marketing plan and constant programming of the space on slower days will result in a high-volume location with medium+ check averages.		
Total	**5**	**4**
Total	**55**	**39**

Staff review of the application indicates the proposed project meets the Redevelopment Goals within Downtown Jacksonville as outlined below:

> **Goal 3**: Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.
>
> **Goal 4**. Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events parks and attractions.

Property Tax Consideration:

Property taxes are current on the property, and the building is within the defined Laura x Hogan district as found in the FAB-REP Guidelines.

Program Eligibility:

Based on the information presented in this staff report, DIA staff finds the proposed project eligible for funding under the application submitted based on the following calculations:

Type	Total
FAB-REP Forgivable Loan	$192,350
Sidewalk Enhancement Grant	$ 15,000
Total	**$207,350**

FAB-REP Additional Conditions:

1. No interest shall accrue upon the principal of the total FAB-REP forgivable loan amount with principal forgiven over a five (5) year period.

2. Total principal balance will amortize 20% each year of the compliance period.

3. At the end of five years, the forgivable loan shall be forgiven in its entirety on the condition the improvements are installed and maintained in reasonably good condition, and no City Code violations are incurred during the compliance period.

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

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

See the Term Sheet, Exhibit A to Resolution 2024-04-08, for additional information on proposed terms and conditions.

Exhibit A: Sample Menu

PIZZA Jeans

(404) 343-0188

HOT SLICES • WHOLE PIES • COLD BEER • LOUD MUSIC

BREADSTICKS & MARINARA $5.50
House Focaccia, Garlic Oil, Salt
Make it Spicy - $0.75

HOUSE SALAD $10.00
Local Lettuces, Bread Crumbs, Tomatoes, Onion, Artichokes, Zesty House Dressing
Extra Dressing - $1.50 / Add Chicken - $3

HOME OF THE **MallSlice**
GIANT MALL-SIZED SLICE OF CLASSIC CHEESE PIZZA
Tomato Sauce, Shredded Mozz
$5.50

REG SLICES

MARGHERITA $4.00
Tomato Sauce, Mozzarella, Local Basil, Grana Padano, Olive Oil

PEPPERONI $5.00
Pepperoni, Tomato Sauce, Mozzarella, Local Basil, Grana Padano, Olive Oil

FIVE-CHEESE $5.50
Whipped Ricotta, Mozzarella, Provolone, Parmesan, Local Basil, Grana Padano, Olive Oil

SANDWICHES

ADD CHIPS - $2

ITALIAN HERO - Capicola, Prosciutto, Soppressata, Provolone, Dijonaise, Arugula $13.00

BUFFALO CHICKEN - Pulled Chicken, House Buffalo Sauce, Blue Cheese Dressing, Shredded Iceberg $13.00

TURKEY - Turkey, Cheddar, Cranberry Spread, Arugula, Side of Gravy $13.00

DESSERT

CANNOLI (Order of 2) $6.00
Sweetened Sheep's Milk Ricotta Filling, Homemade Shells, Chocolate, Pistachio

WHOLE PIES

MARGHERITA $20.50
Tomato Sauce, Mozzarella, Local Basil, Grana Padano, Olive Oil (*Vegan Cheese - $2 extra)

RED ON WHITE $23.50
Whipped Ricotta, Tomato Sauce, Local Basil, Grana Padano, Olive Oil

FIVE-CHEESE $23.50
Whipped Ricotta, Mozzarella, Provolone, Parmesan, Local Basil, Grana Padano, Olive Oil

PIZZA ROSSA (No Cheese) $20.50
Tomato Sauce, Roasted Tomatoes, Roasted

PROSCIUTTO $25.50
Traditional Margherita with Prosciutto, Arugula, Hot Honey

ADDITIONS

MEAT
Prosciutto $5
Pepperoni $4
Roasted Chicken $4
Anchovies $4
Pork or Chix Sausage $4

VEGGIES
Local Mushrooms $4
Banana Peppers $3
Shallots $3
Calabrian Chilies $3
Onion $3
Arugula $3
Artichokes $3
Black Olives $3

ETC.
Hot Honey $2
Roasted Garlic $1
Roasted Tomato $3
Extra Gran Padano $1
Extra Basil $1
Sub Vegan Chees $4
Extra Mozzarella $4

Ricotta $4
Marinara $2
Spicy Marinara $3
Extra Dressing $1.50
Garlic Butter $1
Garlic Oil $0.50

DOUGH NOTE: All our crusts are made with the same techniques passed down from Root Baking Co. using organic ingredients and natural leavening.

DISCLAIMER: We do not sell jeans.

@pizzajeansatl
pizzajeans.com

PCM ATL

Exhibit B – Total Development Costs

VyStar Garage Construction Budget				
Description	**Total Cost**		Non - Eligible	Eligible
FOUNDATIONS	**$11,463**			$11,463
SUB-STRUCTURE	**$85,616**			$85,616
SUPERSTRUCTURE	**$349,541**			$349,541
SKIN	**$30,000**			$30,000
INTERIOR	**$763,754**			$763,754
CONVEYING SYSTEMS	**$32,500**			$32,500
FIRE SUPPRESSION SYSTEMS	**$39,401**			$39,401
PLUMBING	**$168,000**			$168,000
HVAC	**$612,543**			$612,543
ELECTRICAL	**$458,816**			$458,816
SPECIALTIES	**$84,317**			$84,317
SITEWORK	**$50,000**		$50,000	
GENERAL REQUIREMENTS	**$482,093**		$482,093	
SPECIAL CONSTRUCTION	**$9,710**			$9,710
SUBTOTAL	**$3,177,754**			
SOFT COSTS	**$498,596**		$498,596	
Total	**$3,676,350**		$1,030,689	$2,645,661

		Non - Eligible	Eligible
	Pour Taproom 62%	$639,027.18	$1,640,309.82
	Urban Dough 38%	$391,661.82	$1,005,351.18

Exhibit C: Sidewalk Enhancement Budget

36" Square Table Top	$149.00	4	$596.00
Steel Outdoor Table Base	$179.00	4	$716.00
Bar Height Stool	$119.99	8	$959.92
Outdoor Chair	$82.99	12	$995.88
Planter Boxes	$300.00	13	$3,900.00
Outdoor Tower Patio Heater	$780.90	2	$1,561.80
Umbrella	$1,927.00	1	$11,927.00
		Total	**$ 20,656.60**

TAB IV.B.vi

RESOLUTION 2024-04-13 DVI BUDGET

RESOLUTION 2024-04-13

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY RECOMMENDING THAT THE JACKSONVILLE CITY COUNCIL APPROVE THE CITY'S FINANCIAL CONTRIBUTION TO DOWNTOWN VISION, INC. ("DVI") AS IDENTIFIED IN DVI'S 2024-2025 BUDGET; RECOMMENDING THAT THE JACKSONVILLE CITY COUNCIL APPROVE DVI'S 2024-2025 ANNUAL BUDGET INCLUDED IN EXHIBIT 'A'; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, DVI provides public services within the Downtown Business Improvement District ("BID") in accordance with the Enhanced Municipal Services Agreement ("Agreement"), including, but not limited to, cleaning, marketing, event planning, and the Ambassador Program; and

WHEREAS, the City Council, pursuant to Ordinance 1999-1175-E, created the Downtown BID; authorized the imposition of Special Assessments within the BID; and made certain findings of fact as to the benefit to be derived from property owners within the BID; and authorized execution of the Agreement; and

WHEREAS, the City Council reauthorized the Enhanced Municipal Services Agreement between Downtown Vision, Inc. and the City through Ordinance 2005-785-E, Ordinance 2012-422-E and Ordinance 2019-97-E; and

WHEREAS, the Downtown Investment Authority ("DIA") has been designated as the Community Redevelopment Agency for community redevelopment areas within the boundaries of Downtown pursuant to Ordinance 2012-364-E, and further granted authorities via Ordinance 2014-0560-E; and

WHEREAS, the DIA finds that DVI provides valuable, enhanced public services to property owners within the BID that could not effectively be provided without financial support from the City; and

WHEREAS, DVI has submitted the five-page Exhibit A for consideration by DIA, inclusive of pages 2, 3 and 4 which represent the DVI budget for FY 24/25.

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 recommends that the City of Jacksonville continue its financial contribution equal to 1.1 mils of the assessed value of City property within DVI's Business Improvement District.

Section 3. The DIA recommends that the City Council approve DVI's Fiscal Year 2024-2025 Budget included in Exhibit 'A' as pages 2, 3 and 4 thereof.

Section 4. This Resolution, 2024-04-13, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

_____ _____ _____
Jim Citrano, Chairman Date

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

EXHIBIT A

Chair
Paul Davison
BDO

Vice Chair
Kerri Stewart
Miller Electric

Secretary
Allan Iosue
Haskell

Immediate Past Chair
Numa Saisselin
Florida Theatre

Board Members
Councilman Raul Arias
Jacksonville City Council

Zach Ashourian
Ash Properties

Oliver Barakat
CBRE

Lori Boyer
Downtown Investment Authority

Caryn Carreiro
Cushman & Wakefield

Austin Collins
First Baptist Church

Stephen Crosby
InvestJax

Katie Ensign
Baptist Heath

Sondra Fetner
Jessie Ball DuPont Fund

Nathaniel P. Ford Sr.
Jacksonville Transportation Authority

Soo Gilvarry
Lotus Commercial USA

Paul Grainger
Iconic Real Estate

Jan Hanak
Regency Centers

Elias Hionides
PETRA

Will Landreath
Truist

Vince McCormack
Perdue, Inc.

Chad Meadows
VyStar Credit Union

Bobby Maldonato
Resident

Bryan Moll
Gateway Jax

William R. Prescott
Heritage Capital Group

Roger Rassman
Community First Credit Union

John Ream
The Connect Agency

Lyndsay Rossman
Jacksonville Jaguars

Assistant Chief Jimmy Ricks
Jacksonville Sheriff's Office

Laura Marshall Schepis
JEA

Teresa Stuebben
Downtown Resident

Cyndy Trimmer
Driver, McAfee PLLC

Aundra Wallace
JAXUSA Partnership

Downtown Vision, Incorporated

April 4, 2024

Lori Boyer, CEO
Downtown Investment Authority
117 W. Duval Street, #310
Jacksonville, FL 32202

Re: Downtown Vision Inc. Budget for Fiscal Year 2024 - 2025

Dear Mrs. Boyer,
On behalf of the Board of Directors of Downtown Vision Inc. (DVI), please accept the following budget documents submitted for DVI for the fiscal year 2024 – 2025

1. Budget Office Form Schedule AD AE
2. FY24/25 Budget for DVI
3. Budget Comparison for FY23/24 and FY24/25
4. Historic contributions by City of Jacksonville to DVI.

These budget documents were approved at our recent meeting of our board of directors on Wednesday March 27th, 2024. We now seek approval from yourself and the DIA board of directors.

As you know, private commercial and residential property owners in our Downtown business improvement district pay a 1.1 mils assessment on the taxable value of their property to DVI (subject to ordinance-mandated exemptions.) These funds are used by DVI to complete our mission of helping make Downtown a better place to live, work, visit and invest, in collaboration with City of Jacksonville and the DIA.

We believe the support of Downtown Vision is directly beneficial to the DIA for reaching your redevelopment goals laid out in your CRA and BID Plans and Downtown Master Plan. We hope the DIA and COJ warmly receives this year's request to continue to match the same formula calculation paid by private property owners.

Thank you for your consideration of this request and all your hard work for our Downtown. We look forward to our continued partnership.

Sincerely,

Jacob A. Gordon Esq., CEO, DVI

Cc: Paul Davison, Board Chair, Downtown Vision

29 West Duval Street, Jacksonville, FL 32202
904.634.0303 | downtownjacksonville.com

Updated March 27, 2024

BUSINESS IMPROVEMENT DISTRICT
(DOWNTOWN VISION)
JACKSONVILLE, FLORIDA
BUDGET – FISCAL YEAR 2024-2025

ESTIMATED REVENUES	**DVI PROPOSED**
Assessed Properties (1)	$ 2,107,621
City of Jacksonville (2)	$ 804,877
Other Sources (3)	$ 154,389
Total Estimated Revenues	**$3,066,887**

Schedule AD

APPROPRIATIONS

	Clean, Safe and Attractive (4)	Marketing, Promotions, Special Projects (5)	Business & Stakeholder Support (6)	Management & General (7)	Total
Personnel Services	$149,732	$659,239	$229,470	$84,679	$1,123,120
Operating Expenses	$1,525,122	$252,981	$87,707	$77,957	1,943,767
Total Appropriations	**$1,674,854**	**$912,220**	**$317,177**	**$162,636**	**$3,066,887**

(1) Commercial and residential property owners in DVI's Downtown district pay 1.1 mils of their property's assessed value to DVI, subject to residential property exemptions

(2) This reflects a contribution from the City of Jacksonville equal to 1.1 mils of the value of the City's owned property in the Downtown district

(3) This represents all other income for Downtown Vision Inc., including fee-for-service contracts, contributions, grants and other revenues

(4) These contracted services include a team of Clean & Safe Ambassadors, a supervising operations manager, uniforms, supplies and equipment. This line item includes 50% of the Vice President of District Services salary plus 25% of administrative budget.

(5) Includes salaries for Vice President of Marketing, Communications Manager, Director of Events, Events Manager, Communications Coordinator and Senior Director of Placemaking and includes 25% of the admin budget.

(6) Includes salary for Director of Stakeholder Support, 50% of Vice President of District Services, and 25% of admin budget.

(7) This represents 25% of the admin budget. The admin budget includes the CEO and Director of Administration positions.

Schedule AE

Updated March 27, 2024

Downtown Vision, Inc. FY2024-2025 Budget

Downtown Vision FY2024 - 2025 Budget						
						BUDGETED 24/25
REVENUES						
City of Jacksonville Request (1)						$ 804,877
Private Commercial Properties - Assessed at 1.1 mils (2)						$ 2,107,621
Contracted Services (3)						$ 135,389
Voluntary Contributions, Sponsorships & Event Income (4)						$ -
Interest Income						$ 19,000
TOTAL REVENUES						**$ 3,066,887**
	Clean, safe and Attractive (5)	**Mktg, Promotions, special projects (6)**	**Business/ Stakeholder Support (7)**	**Total Programs**	**Management & General (8)**	
EXPENDITURES						
Salaries	$ 123,250.00	$ 510,250.00	$ 187,750.00	$ 821,250.00	$ 68,250.00	$ 889,500.00
Employee Benefits	$ 15,479.00	$ 103,570.00	$ 24,548.00	$ 143,597.00	$ 10,195.00	$ 153,792.00
Payroll Taxes/Workers' Comp	$ 11,003.00	$ 45,419.00	$ 17,172.00	$ 73,594.00	$ 6,234.00	$ 79,828.00
Total Salaries & Related Expenses	$ 149,732.00	$ 659,239.00	$ 229,470.00	$ 1,038,441.00	$ 84,679.00	$ 1,123,120.00
Professional Fees and Contract Services	$ 1,410,000.00	$ 159,372.00	$ 3,600.00	$ 1,572,972.00	$ -	$ 1,572,972.00
Supplies/Equip. & Postage	$ 5,375.00	$ 5,375.00	$ 5,375.00	$ 16,125.00	$ 5,375.00	$ 21,500.00
Telephone & Internet	$ 2,580.00	$ 2,580.00	$ 2,580.00	$ 7,740.00	$ 2,580.00	$ 10,320.00
Computers	$ 2,795.00	$ 2,795.00	$ 2,795.00	$ 8,385.00	$ 2,795.00	$ 11,180.00
Insurance	$ 3,250.00	$ 3,250.00	$ 3,250.00	$ 9,750.00	$ 3,250.00	$ 13,000.00
Rent (Debt Service)	$ 42,000.00	$ 42,000.00	$ 42,000.00	$ 126,000.00	$ 42,000.00	$ 168,000.00
Accounting/Banking Services	$ 11,100.96	$ 11,100.96	$ 11,100.96	$ 33,302.88	$ 11,100.96	$ 44,403.84
Meetings	$ 3,131.04	$ 3,131.04	$ 3,131.04	$ 9,393.12	$ 3,131.04	$ 12,524.16
Travel/Conferences/Professional Development	$ 2,750.00	$ 2,750.00	$ 2,750.00	$ 8,250.00	$ 2,750.00	$ 11,000.00
Memberships & Subscriptions	$ 4,975.00	$ 4,975.00	$ 4,975.00	$ 14,925.00	$ 4,975.00	$ 19,900.00
Program Support	$ 37,165.00	$ 15,652.00	$ 6,150.00	$ 58,967.00	$ -	$ 58,967.00
TOTAL EXPENDITURES	**$ 1,674,854.00**	**$ 912,220.00**	**$ 317,177.00**	**$ 2,904,251.00**	**$ 162,636.00**	**$ 3,066,887.00**
% of Total	**55%**	**30%**	**10%**	**95%**	**5%**	
REVENUES OVER EXPENDITURES/Gap Fund						**$0.00**
(1) This amount reflects a full contribution from the City equal to 1.1 mils of the value of the City's owned property in DVI's Downtown district						
(2) Non exempt property owners in expanded DVI's Downtown district pay 1.1 mils of their property's assessed value to DVI (both commercial & residential properties)						
(3) Includes contracts fee-for-service including General Services Administration for federal courthouse, JSO for Homeward Bound Program, JTA for Skyway Ambassador services plus marketing work for DIA						
(4) Includes all others revenue such as grants, sponsorships and event revenue						
(5) Includes Clean & Safe Ambassador team, a supervising operations director, uniforms, supplies and equipment and includes 50% of the Vice President of District Services salary plus 25% of admin budget.						
(6) Includes salaries for VP of Marketing, Senior Director of Placemaking, Director of Events, Director of Communications, Communications Coordinator, and Director of Events. Includes 25% of the admin budget.						
(7) Includes salary for Director of Stakeholder Support, 50% of Vice President of District Services, and 25% of admin budget.						
(8) Includes 25% of the admin budget. The admin budget includes the CEO and Director of Administration positions.						

Updated March 27, 2024

Downtown Vision
FY 23/24 vs. FY 24/25

Attachment 3

	Adopted FY23/24	Proposed FY24/25	Increase (Decrease)	Notes
REVENUES				
City of Jacksonville	$ 732,337	$ 804,877	$ 72,540	City contribution to Downtown Vision based on same 1.1 mils formula as private properties
Private Commercial Properties	$ 1,769,510	$ 2,107,621	$ 338,111	Increase in assessed value of properties in the existing downtown district
Interest Income	$ 600	$ 19,000	$ 18,400	Increase is due to improved cash allocation maximizing interest revenue
Contracted Services	$ 122,709	$ 135,389	$ 12,680	Includes payments fee-for-service such as General Services Administration (GSA) for ambassador assistance around Federal Courthouse, JTA for Ambassadors at some Skyway stations, JSO Homeward Bound program as well as partnership with DIA for Downtown marketing
Voluntary Contributions, Sponsorships, Etc.	$ 230,318	$ -	$ (230,318)	Includes all others revenue, including grants, sponsorships, event revenue. Decrease is due to lesser sponsorships and revenues from events and increased use of 501(c)3 foundation for grants, placemaking and events.
TOTAL REVENUES	**$ 2,855,474**	**$ 3,066,887**	**$ 211,413**	
EXPENDITURES				
Salaries	$ 768,831	$ 889,500	$ 120,669	Increase due to increased salary range for existing employees.
Employee Benefits	$ 143,004	$ 153,792	$ 10,788	Increase due to increased cost of health insurance and increased benefits for new employees like 401K retirement plan
Payroll Taxes/Worker's Comp	$ 79,649	$ 79,828	$ 179	Increase due to increases above
Total Salaries & Related Expenses	$ 991,484	$ 1,123,120	$ 131,636	
Professional Fees & Contract Services	$ 1,520,656	$ 1,572,972	$ 52,316	Includes clean & safe Ambassadors contract, and other costs such as marketing, advertising, graphic design support, consulting, research support and developing marketing collateral.
Supplies, Printing & Postage	$ 21,252	$ 21,500	$ 248	Includes office supplies, stationary, copier, water cooler, postage meter, postage, bulk mail, UPS, courier fees
Telephone & Internet	$ 9,660	$ 10,320	$ 660	Includes phone lease, internet, local and long distance
Computers	$ 19,032	$ 11,180	$ (7,852)	Includes technology needs & software fees. Decrease is reduced need for employee computers
Insurance	$ 12,228	$ 13,000	$ 772	Includes D&O, liability, property, theft and event insurance. Increase is due to increased coverage & increased costs
Rent	$ 168,000	$ 168,000	$ -	Annual debt service (principal and interest) for financing of fit-out of headquarters office space
Accounting & Banking	$ 47,084	$ 44,404	$ (2,680)	Includes audit, accounting, licenses and bank fees
Meetings	$ 5,944	$ 12,524	$ 6,580	Includes Board meetings, supplies and meals for meetings, committee meetings, stakeholder meetings and board planning session
Travel/Conferences/Profess. Development	$ 14,742	$ 11,000	$ (3,742)	Includes conference expenses, lodging and travel expenses.
Memberships & Subscriptions	$ 10,695	$ 19,900	$ 9,205	Also includes funding for membership in organizatons like JaxChamber, Urban Land Institute (ULI) and International Downtown Association (ID), professional development and subscriptions for local papers such as Jacksonville Business Journal & Daily Record
Program Support	$ 34,697	$ 58,967	$ 24,270	Increase is due to additional landscaping, sanitation and equipment for Ambassador team
SUBTOTAL EXPENDITURES	**$ 2,855,474**	**$ 3,066,887**	**$ 211,413**	
Contingency	**$ -**	**$ -**	**$ -**	
TOTAL EXPENDITURES	**$ 2,855,474**	**$ 3,066,887**	**$ 211,413**	
Variance	**$ -**	**$ -**	**$ -**	

Updated March 27, 2024

Downtown Vision History of Revenues from City of Jacksonville

Attachment 4

Fiscal Year	Private Assessments (Budgeted)	Assessed Value of City Property	City Assessments (Due) (1.1mils)	City Assessments (Paid)	Millage Rate Paid by COJ	Other $ (Note 1, 2)	Actual City Contribution	Actual Millage	City Assessment Diff From Millage (Note 3)	DVI Adopted Budget (Note 4)
FY 00/01	$778,970	$139,318,182	$153,250	$153,250	1.1	$0	$153,250	1.1	$0	$983,140
FY 01/02	$740,000	$130,045,455	$143,050	$143,050	1.1	$0	$143,050	1.1	$0	$956,478
FY 02/03	$734,000	$156,824,545	$172,507	$172,507	1.1	$0	$172,507	1.1	$0	$1,090,950
FY 03/04	$775,000	$174,746,364	$192,221	$192,221	1.1	$0	$192,221	1.1	$0	$1,116,746
FY 04/05	$781,948	$201,148,182	$221,263	$221,263	1.1	$0	$221,263	1.1	$0	$1,159,737
FY 05/06	$735,492	$214,837,273	$236,321	$236,321	1.1	$0	$236,321	1.1	$0	$1,159,737
FY 06/07	$786,284	$219,482,727	$241,431	$241,431	1.1	$0	$241,431	1.1	$0	$1,132,013
FY 07/08	$825,600	$208,860,909	$229,747	$229,747	1.1	$0	$229,747	1.1	$0	$1,150,521
FY 08/09	$892,413	$330,055,455	$363,061	$229,747	0.7	$0	$229,747	0.7	-$133,314	$1,212,356
FY 09/10	$950,000	$310,965,455	$342,062	$229,747	0.7	$39,587	$269,334	0.9	-$72,728	$1,253,886
FY 10/11	$840,000	$295,737,273	$325,311	$229,747	0.8	$79,175	$308,922	1.0	-$16,389	$1,203,629
FY 11/12	$750,000	$270,883,636	$297,972	$229,747	0.8	$81,913	$311,660	1.2	$13,688	$1,183,568
FY 12/13	$686,000	$242,986,364	$267,285	$229,747	0.9	$81,913	$311,660	1.3	$44,375	$1,297,405
FY 13/14	$686,000	$250,729,355	$275,802	$229,747	0.9	$81,913	$311,660	1.2	$35,858	$1,246,962
FY 14/15	$686,000	$421,943,650	$464,000	$311,660	0.7	$0	$311,660	0.7	-$152,340	$1,242,083
FY 15/16	$720,000	$439,806,863	$481,498	$311,660	0.7	$0	$311,660	0.7	-$169,838	$1,323,699
FY 16/17	$733,108	$434,850,748	$478,336	$311,660	0.7	$33,988	$345,648	0.8	-$132,688	$1,188,133
FY 17/18	$769,627	$447,708,427	$492,479	$458,491	1.1	$33,988	$492,479	1.1	$0	$1,448,380
FY18/19	$794,285	$446,148,182	$490,763	$456,775	1.1	$33,988	$490,763	1.1	$0	$1,488,034
FY19/20	$902,587	$450,792,727	$495,872	$461,884	1.1	$33,988	$495,872	1.1	$0	$1,639,892
FY20/21	$963,680	$464,195,264	$510,615	$510,615	1.1	$0	$510,615	1.1	$0	$1,699,338
FY21/22	$1,439,176	$601,725,667	$661,898	$661,898	1.1	$0	$661,898	1.1	$0	$2,514,177
FY22/23	$1,659,690	$597,530,909	$657,284	$657,284	1.1	$0	$657,284	1.1	$0	$2,710,413
FY23/24	$1,769,510	$665,760,909	$732,337	$732,337	1.1	$0	$732,337	1.1	$0	$2,855,474
FY24/25 (proposed)	*$2,107,621*	*$731,706,498*	*$804,877*	*$804,877*	*1.1*	*$0*	*$804,877*	*1.1*	*$0*	*$3,066,887*
									-$583,376	

1. The "Other $" column from FY 09/10 to FY 13/14 reflects a grant from City of Jacksonville for additional ambassadors.
2. The "Other $" column for FY 16/17 to FY 19/20, reflects a rental credit for Downtown Vision's lower-than-market rent in the Ed Ball Building as requested by City Council in FY 16/17.
3. From FY 08/09 through FY 16/17, the City of Jacksonville underpaid its 1.1 mil assessment by a total of $583,376.
4. During the past 23 years, Downtown Vision, Inc. has leveraged over $2.56 in private assessments for every $1 paid by the City of Jacksonville.

TAB C

RESOLUTION 2024-04-14 HASSAN

RESOLUTION 2024-04-14

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") IN RECOGNITION AND APPRECIATION OF MR. JOE HASSAN, FOR HIS SERVICE AND DEDICATION TO THE DIA AND DOWNTOWN JACKSONVILLE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Hassan was appointed to the Downtown Investment Authority via City Council Resolution 2023-0221-A in April 2023; and

WHEREAS, during his tenure, Mr. Hassan's served on the Downtown Investment Authority *Strategic Implementation Committee*, *Retail Enhancement and Property Disposition Committee* and *Finance and Budget Committee*; and

WHEREAS, Mr. Hassan's dedication and professional generosity to the Downtown Investment Authority and its mission is evidenced in his exemplary record of attendance and active participation in debates and discussion; and

WHEREAS, Mr. Hassan brought to the Downtown Investment Authority invaluable experience and expertise as both a successful entrepreneur and as a licensed realtor and developer of historic Downtown properties, having redeveloped the Dyal Upchurch Building and the Florida Title and Trust building; and

WHEREAS, the positive effects of Mr. Hassan's service to Downtown Jacksonville cannot be overstated,

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

Section 1. The Downtown Investment Authority expresses its sincere appreciation to and recognizes the contributions of Mr. Hassan, both as a member of the Downtown Investment Authority as well as a business leader within Downtown.

Section 2. This Resolution 2024-04-14 shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

_____ _____ _____

Jim Citrano, Chair Date

DRAFT