



**Downtown Investment Authority
Strategic Implementation Committee
Hybrid In-person/Virtual Meeting
Friday, August 16TH, 2024 at 2:00 PM**

SIC AGENDA

MEMBERS:

Micah Heavener, Committee Chair
Scott Wohlers, Committee Member

Melinda Powers, Esq., Committee Member
Jim Citrano, Committee Member

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. FORM 8B: VOTING CONFLICT DISCLOSURES
- IV. JULY 12TH, 2024 STRATEGIC IMPLEMENTATION COMMITTEE MEETING MINUTES APPROVAL
- V. RESOLUTION 2024-08-01 MOSH
- VI. RESOLUTION 2024-08-03 MILAM HOWARD
- VII. RESOLUTION 2024-08-15 GATEWAY N-4 N-8 AND N-11 ALLOCATIONS
- VIII. RESOLUTION 2024-08-16 GATEWAY STORMWATER CREDIT SALE
- IX. OTHER MATTERS TO BE ADDED AT THE DISCRETION OF THE CHAIR
- X. ADJOURN

PHYSICAL LOCATION

City Hall at St. James
117 West Duval Street
First Floor, Lynwood Roberts Room
Jacksonville, Florida 32202

Virtual Location

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

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TAB IV.

**JULY 12TH, 2024 STRATEGIC IMPLEMENTATION COMMITTEE MEETING MINUTES
APPROVAL**



Downtown Investment Authority
Strategic Implementation Committee Meeting
Friday, July 12th, 2024
2:00 PM

Strategic Implementation Committee Meeting
DRAFT MEETING MINUTES

Strategic Implementation Committee Members (CM) in Attendance:

Micah Heavener, Chair
Carol Worsham (excused)

Melinda Powers, Esq.
Scott Wohlers

DIA Board Members Participating: Jim Citrano and Sondra Fetner, Esq.

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

Office of General Counsel: Joelle Dillard, Esq.

Council Members Present: None

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

None

III. FORM 8B: VOTING CONFLICT DISCLOSURES

None

IV. JUNE 14TH, 2024, STRATEGIC IMPLEMENTATION COMMITTEE MEETING MINUTES APPROVAL

Committee Chair Heavener called for a motion on the June 14th, 2024, Strategic Implementation Committee Meeting Minutes as presented.

Motion: Committee Member Wohlers moved to approve the meeting minutes.

Second: Committee Member Powers seconded the motion.

Committee Chair Heavener called for a vote.

Vote: Aye: 3 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 3-0-0

Committee Chair Heavener mentioned that an item needed to be added to the agenda and then gave the floor to DIA staff to present that item.

V. RESOLUTION 2024-07-05 RELATED ALLOCATION

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ALLOCATING UP TO FOUR HUNDRED (400) MULTI-FAMILY UNITS AND UP TO FIVE THOUSAND (8,000) SQUARE FEET OF RETAIL / RESTAURANT DEVELOPMENT RIGHTS TO RD RIVER CITY BREWERY, LLC, OR AN AFFILIATED ENTITY (“DEVELOPER”) FOR USE ON CERTAIN PROPERTY IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBER 080270 1100 (“PROPERTY”); AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER THE OPTION OF (A) ASSIGNING MOBILITY FEE CREDITS FOR THE MOBILITY FEE OBLIGATION AS DETERMINED BY THE CONCURRENCY MANAGEMENT SYSTEMS OFFICE, PROVIDING SUCH ASSIGNMENT IS IN ACCORDANCE WITH THE DIA MOBILITY FEE CREDIT INCENTIVE CONTAINED IN THE BUSINESS INVESTMENT & DEVELOPMENT STRATEGY UPDATE, OR (B) AUTHORIZING THE DEVELOPER TO PAY THE MOBILITY FEE OBLIGATION; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

After explaining the Board’s role as the Master Developer of Downtown the \$32 million Mobility Agreement between the Board and the City and the credit system, Mr. Guy Parola explained that the resolution is asking for up to 400 units of residential and up to 8,000 square feet of restaurant space. The resolution also asked for the use of mobility fee credits.

CEO Boyer added that new development has a traffic impact in the city, which means you must build new roads or spend new money. She then explained the details of the credit system.

Committee Chair Heavener asked if the amount allocated is going to be enough.

CEO Boyer responded that the \$39 million should last a long time, but if someone developed beyond that DIA can’t give them credit and they’d have to pay into the mobility system if additional rights are needed.

Committee Chair Heavener called for a motion on the resolution as presented.

Motion: Committee Member Wohlers moved to approve the resolution.
Seconded: Committee Member Powers seconded the motion.

Committee Chair Heavener opened the floor for discussion.

Committee Member Powers asked for clarity on the overall number versus the number being allocated. Mr. Parola advised that he got his numbers from the redevelopment agreement and the allocation will be dependent on the developer's internal capture. Committee Member Powers asked if there was a total number to allocate. Mr. Parola mentioned the following is available for allocation:

- 4.4 million square feet of retail
- 20 million square feet of office space
- 1 million square feet of industrial space
- 2 million government
- 11,000 residential units
- 18,000 attraction seats
- 1,300 hotel rooms

Board Chair Citrano asked what the comparable incentive or development rights to the mobility credits were before the DRI was discontinued. CEO Boyer explained that the development rights were very similar, they were divided into phases, but had nothing to do with mobility credits. She then shared the details.

Committee Chair Heaver asked if there were any consequences they needed to be made aware of. CEO Boyer responded no and then explained.

Mr. Steve Kelley pointed out a scrivener's error in the 3rd whereas of the resolution.

Committee Chair Heavener called for a vote on the resolution.

Vote: Aye: 3 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 3-0-0

VI. RESOLUTION 2024-07-01 REGIONS DPRP FINAL DRAW

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ACTING AS THE ECONOMIC DEVELOPMENT AGENCY FOR DOWNTOWN JACKSONVILLE (“GRANTOR”) APPROVING THE AWARD OF A DPRP LOAN TO REGIONS BANK (“GRANTEE”); 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 (“BID PLAN”) AND PROVIDING AN EFFECTIVE DATE.

After explaining the background, Mr. Steve Kelley explained that the resolution is for the final phase of construction. He described the development activities to date and the activities expected in the next phase. Mr. Kelley concluded his presentation by discussing the construction costs and the breakdown of the remaining commitment balance. Mr. Kelley pointed out an error in the resolution numbers and advised it would be corrected.

Committee Chair Heavener asked if the numbers in the resolution matched the numbers in the staff report. CEO Boyer advised that the Exhibit in the term sheet of the resolution needed to be amended to match the staff report.

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

Motion: Committee Member Wohlers moved to approve the resolution as presented.

Seconded: Committee Member Powers seconded the motion.

Motion: Committee Member Wohlers moved to amend Exhibit A of the resolution so that the numbers match the numbers in the staff report.

Seconded: Committee Member Powers seconded the motion.

Committee Chair Heavener called for a vote on the amendment to the resolution.

Vote: Aye: 3 Nay: 0 Abstain: 0

Committee Chair Heavener opened the floor for discussion.

Committee Member Wohlers mentioned that he was a former employee of Regions and remembered the project coming down the pipeline. He expressed that he was excited to see the project coming to fruition.

Committee Member Powers mentioned that she was also excited to see the project.

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

Vote: Aye: 3 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 3-0-0

CEO Boyer reminded everyone that this resolution would not be on the consent agenda.

VII. RESOLUTION 2024-07-02 TRIO

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) DIRECTING ITS CEO TO TAKE ALL NECESSARY ACTIONS TO FORMALLY TERMINATE THE DECEMBER 13, 2021, REDEVELOPMENT AGREEMENT (“RDA”) BETWEEN THE CITY OF JACKSONVILLE (“CITY”), DIA AND LAURA TRIO, LLC. (“DEVELOPER”) REGARDING RESTORATION OF THE THREE BUILDINGS COLLECTIVELY REFERRED TO AS THE “LAURA TRIO” AND ASSOCIATED NEW CONSTRUCTION FOR A HOTEL ON THE CORNER OF LAURA AND ADAMS; FINDING THAT THE DEVELOPER HAS FAILED TO MEET THE PERFORMANCE SCHEDULE UNDER THE RDA, SUBSEQUENTLY CHANGED THE PROJECT DESIGN AND SCOPE, AND ON MULTIPLE OCCASIONS PRESENTED REQUESTS TO DIA AND THE CITY FOR DIFFERENT INCENTIVE PACKAGES FROM THAT APPROVED IN THE AGREEMENT INDICATING THE DEVELOPER’S INABILITY TO PERFORM UNDER THE AGREEMENT TERMS; AUTHORIZING THE CHIEF EXECUTIVE TO OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION HERewith TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

CEO Lori Boyer explained that the resolution came out of the previous board meeting and directs the CEO to take all necessary action to terminate the 2021 agreement. She then explained the details.

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

Motion: Committee Member Powers moved to approve the resolution.
Seconded: Committee Member Wohlers seconded the motion.

Committee Chair Heavener opened the floor for discussion.

Committee Member Fetner explained her reasoning for recommending the resolution to terminate the 2021 agreement.

Committee Member Wohlers asked DIA to clarify that this resolution is not ending negotiations, just what was agreed to in 2021. CEO Boyer confirmed. She continued that the resolution is saying that the signed contract no longer represents what was discussed.

Board Chair Citrano asked if the applicant was in default of the agreement. CEO Boyer responded yes but explained that the process for that is a declaration of default and a right for them to cure.

Committee Chair Heavener wanted to clarify that this was a mutual agreement between the City and the developer that hasn’t been fulfilled. CEO Boyer’s response was that he was correct.

Seeing no further discussion, Committee Chair Heavener called for a vote.

Vote: Aye: 3 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 3-0-0

VIII. RESOLUTION 2024-07-03 10 S NEWNAN FACADE

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 SOUTH OF BAY STREET, 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.

Mr. Allan DeVault explained that the resolution is a façade grant and that it is somewhat self-performed by the owner. He gave an overview of the building’s history and owner, its location, and existing tenants. Mr. DeVault discussed previous renovations, the desired façade development, how the owner will act as the contractor with subcontractors, and the total funding.

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

Motion: Committee Member Powers moved to approve the resolution.
Seconded: Committee Member Wohlers seconded the motion.

Committee Chair Heavener opened the floor for discussion.

Board Chair Citrano gave Mr. DeVault kudos for doing a good job.

Committee Chair Heavener asked, concerning the proposals, if there were already existing estimates from the contractors to get the numbers that are presented. Mr. DeVault’s response was yes and that the contractors bring the total budget to DIA. Mr. Steve Kelley added that it’s not a requirement of the program guidelines.

Committee Chair Heavener called for a vote.

Vote: Aye: 3 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 3-0-0

Committee Chair Heavener gave the floor to DIA to discuss the placeholder item.

CEO Boyer mentioned that she felt they had a robust workshop with a lot of discussion on budget and allocation of resources. She clarified that DIA did not say that the special committee was doing more harm than good, and DIA did not blame the committee for delaying development. She explained what was discussed and what DIA's focus will be moving forward. She advised that DIA would be having another workshop at the end of July to discuss property disposition of riverfront parcels.

Committee Chair Heavener shared how it's been very enlightening for him to have those extra conversations.

Committee Member Wohlers mentioned that he also feels the workshops are very positive and beneficial to see what's being worked on and what has been accomplished.

Committee Member Powers expressed that she was happy to be talking about maintenance and aesthetics and how she was also glad to hear the discussion about focusing on the core.

IX. ADJOURNMENT

Seeing no further discussion, Committee Chair Heavener adjourned the meeting at 2:43 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 V.
RESOLUTION 2024-08-01 MOSH

RESOLUTION 2024-08-01

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (THE “DIA”) RECOMMENDING AMENDMENTS TO THE REDEVELOPMENT AGREEMENT AMONG THE CITY, DIA, AND MUSEUM OF SCIENCE AND HISTORY, INC. (“MOSH”) DATED _____, 2024, (“RDA) AND RELATED DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE GROUND LEASE, TO REFLECT CITY OWNERSHIP OF THE TO BE CONSTRUCTED MUSEUM BUILDING AND IMPROVEMENTS IN ACCORDANCE WITH THE TERM SHEET ATTACHED HERETO AS EXHIBIT A, WITH ALL OTHER TERMS AND CONDITIONS OF THE RDA AND RELATED DOCUMENTS REMAINING UNCHANGED; AUTHORIZING THE CHIEF EXECUTIVE OFFICER OF THE DIA (THE “CEO”) TO FILE LEGISLATION TO ENACT THE MODIFICATIONS TO THE RDA AND RELATED DOCUMENTS; AUTHORIZE THE CEO TO EXECUTE ALL DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the DIA and City Council approved the RDA, and related documents via DIA Resolution 2024-02-01 and Ordinance 2024-0372, amending the original Redevelopment Agreement dated May 23, 2023 and authorized by Resolutions 2022-01-03 and 2022-09-03 and Ordinance 2023-184-E, respectively; and

WHEREAS, MOSH has met its fundraising milestone as contemplated by the RDA and the Mayor has proposed a CIP project to provide \$50,000,000 million of City funds to partially fund design and construction of a City-owned museum building and associated improvements; and

WHEREAS, MOSH, the City, and DIA have agreed that in order to facilitate the proposed capital project, the RDA should be amended to reflect the City’s ownership of the Museum Project on the City-owned Museum Parcel, subject to a long-term lease to MOSH of the Museum Improvements and Museum Parcel, as well as other amendments reflected in the term sheet attached hereto as Exhibit A,

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 the amendment of the RDA and related documents to effectuate the modifications set forth in Exhibit A attached hereto.

Section 3. The DIA authorizes the CEO to initiate filing legislation with the City Council to enact the changes incorporated within this Resolution 2024-08-01.

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

Section 5. This Resolution, 2024-08-01, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Patrick Krechowski, Chair

Date

VOTE: In Favor: ___ Opposed: ___ Abstained:

DRAFT

Exhibit A to Resolution 2024-08-01

Term Sheet for Amended RDA - City Ownership of Building

Developer:	Museum of Science and History (“MOSH”).
The Property:	A 7.23 plus or minus acre parcel of land commonly referred to as Lot X and depicted on the sketch attached as Exhibit 1.
The Museum Parcel:	A 2.5-acre City-owned parcel located on the Property and on which a public museum building and all associated driveways, parking, and other spaces will be constructed and leased to Developer.
The Joint Use Park Parcel:	Up to 1.5 acres of the Property surrounding and contiguous to the Museum Parcel. All berms, buffers and landscape designed solely to screen or aesthetically enhance the building on the Museum parcel must be included in the Joint Use Park Parcel. The Joint Use Park Parcel may be used by Developer for exclusive and private events and programs on an occasional basis.
The Museum Project:	A 75,000 SF to 130,000 SF public museum facility to be owned by the City, together with associated parking, driveways, permanent exhibits, and private outdoor exhibit spaces, all to be constructed by MOSH on the City-owned Museum Parcel with a minimum capital investment of \$85,000,000.
The Museum Building	The 75,000 SF to 130,000 SF public museum building to be owned by the City, excluding museum exhibits and site improvements.
The Park Project:	A publicly accessible Riverwalk and park space to be designed by Developer for the balance of the Property inclusive of the Joint Use Park Parcel, but exclusive of the Museum Parcel. The Developer may seek reimbursement for the design through a cost disbursement agreement subject to City Council approval. Contiguous landscaped areas designed for programmatic use as park space shall be maximized. The Park Project is included in the scope of the City CIP Project known as “MOSH and Riverwalk at the Shipyards”. This CIP project with an original \$20 million budget also includes within its scope the extension of A. Phillip Randolph Blvd and the extension of utilities to support the Project. Based on the prioritization of funding for the roadway and utilities, it is anticipated that no more than \$15 million will be available for the Park Project, inclusive of the Riverwalk.
City Museum Project	A to-be-created CIP project to assist with the cost of construction of the Project. The City Museum Project has been included in the Mayor’s proposed 24/25 Capital Improvement Plan and Budget. It is envisioned that the City Museum Project would be funded over multiple years to reimburse a portion of actual costs of building and site construction on the Museum Parcel. The terms of reimbursement to MOSH for expenses incurred will be contained in a standard City Cost Disbursement Agreement for the City Museum Project, and include periodic reimbursement (no more frequently than bi-monthly) for paid construction invoices in the prior two month period on a pro rata basis with MOSH funding as compared to the total cost of the Museum Project

	<p>Reimbursement for a pro rata share of Museum Project design costs will not be paid until application for 10-set approval has been made and the funding necessary for the construction of the Museum Building to proceed through construction has been secured. The Cost Disbursement Agreement will also require completion of the Museum Project by MOSH (with no additional City funding beyond the approved CIP project for the City Museum Project) with the Developer accepting responsibility for cost overruns.</p>
<p>RDA</p>	<p>The current Redevelopment Agreement dated _____, 2024, by and between the City, DIA, and the Museum of Science and History of Jacksonville, Inc. the terms of which, except as provided herein, shall remain unchanged in the restated Redevelopment Agreement.</p>
<p>Amended and Restated Redevelopment Agreement</p>	<p>The Amended and Restated Redevelopment Agreement will establish the essential terms of the Lease of the Project on the Museum Parcel, the Joint Use Park Agreement with respect to use and maintenance of the Joint Use Park Parcel, the Developer’s rights and responsibilities with respect to design of the Park Project, the Developer’s and the City’s obligations with respect to construction of the Project, infrastructure improvements, site remediation, park improvements, etc., on the Property and other terms relevant to development of the Property. The Amended and Restated Redevelopment Agreement will become effective upon its execution following approval by the City Council. Its terms will govern the period prior to the Effective Date of the Lease as well as the rights and responsibilities of the parties for other portions of the Property throughout the term of the RDA.</p>
<p>Lease Terms:</p>	<p>The DIA on behalf of the City will enter into a Lease of the Project on the Museum Parcel with the Developer.</p> <p>The term of the Lease shall consist of a Construction Term not to exceed Three (3) years commencing on the Effective Date of the Lease (pre-conditions to the effective date of the Lease and commencement of the Construction Term include Completion of Construction Drawings, approval thereof by the DIA, Public Works and Parks, and issuance of Permits necessary to commence construction, and the Lease shall commence upon actual Commencement of Construction) and said Construction Term ending upon Substantial Completion of the Project. Upon Substantial Completion of the Project, the Occupancy Term of Forty (40) years shall commence, which lease will provide one (1) ten-year renewal option provided the Developer remains in compliance with the Redevelopment Agreement and Lease, including the use and maintenance obligations therein. At any time prior to the expiration of the Occupancy Term, whether or not extended by renewal, MOSH may seek an extension of the term, subject to review and approval by the City Council.</p> <p>Annual lease rent shall be \$1.00/year.</p> <p>MOSH may obtain, at its expense, leasehold title insurance but the City shall have no obligation to warrant title or remove any title defects.</p>

Site Investigation:	The Due Diligence Period has expired.
Environmental:	<p>The City will remain responsible for compliance with the Shipyards BSRA and all orders and consent agreements governing environmental issues applicable to the Property.</p> <p>MOSH will provide access to the Property for any required investigation and monitoring activities but shall not be liable for environmental issues applicable to the Property except to the extent the cause of the same is attributable to the use or occupancy of the Property by MOSH, including liability for any damage caused by Developer or its contractors during construction.</p>
Entitlements:	The City and the DIA will allocate all required entitlements for the Project, including but not limited to Downtown Development Rights and Mobility Credits at no expense to the Developer. Stormwater Credits will be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known.
Design:	<p>a. MOSH will design the museum facility and the surrounding park space comprising the Property with the aspirational goal of creating an iconic venue. Iconic means that the facility will be visually dramatic, unique, and memorable. It will be designed with the intent to draw visitors from around the Southeast Region and serve as an important and enduring landmark contributing to that which defines the City as a distinctive urban center and will remain visually and experientially appealing with the passage of time.</p> <p>b. The design will comply with the Downtown Overlay Standards as enacted within the Jacksonville Municipal Code as well as the DDRB’s development guidelines. A minimum 50’ building setback from the river on all waterfront sides of the Property will be required and no portion of the Museum Parcel may encroach within this zone. The Park Project and the Museum Project will be presented to DDRB for informational purposes as a City project as required by Ordinance.</p> <p>c. MOSH shall advise its Design team that DIA desires an expanded riverfront park space adjacent to Riverwalk to connect parks east and west of the site. To the extent feasible, the building itself and the boundary of the Leased Parcel will be set back 100 feet or more from the bulkhead, but its riverfront frontage should open to and engage with the Riverfront park. Furthermore, the building should be designed to engage Bay Street. DIA envisions a walkable activated corridor, and this site needs to contribute to the activation of that street frontage. In most cases, we require retail or restaurant space with direct sidewalk access and the zoning Overlay includes a “build to” line.</p>

	<p>d. The Design of the Park Project (inclusive of the Joint Use Park Parcel) is subject to review and approval of the Downtown Investment Authority for consistency with its BID and CRA Plan and of the DIA and COJ Department of Parks, Recreation and Community Services for consistency with associated adopted studies and plans of each for the Riverwalk and riverfront.</p> <p>e. The Developer has submitted to the Downtown Investment Authority a site plan for the Museum Parcel (inclusive of approximate building dimensions, setbacks, entrances, uses and engagement on Bay and the riverfront) which has been reviewed and approved by DIA for consistency with the design elements contemplated hereunder and will be attached to the RDA as an exhibit.</p> <p>f. The design of the Museum Parcel may include queueing space for loading and unloading a maximum of 6 buses delivering and picking up museum patrons. Surface parking of buses on the Property shall not be permitted.</p> <p>g. In collaboration with the City’s Chief Resiliency Officer, the design will include resiliency features, including to the extent practicable the design recommendations set forth in the 2021 Report by the City Council Special Committee on Resiliency and/or other City requirements adopted as of design review, consistent with the term of the Ground Lease. A storm surge simulation has been provided to the Developer by the City to evaluate how flooding can be mitigated, and the results factored into the design.</p> <p>h. The design must be coordinated with the Hogan’s Creek resiliency project which is under design and Emerald trail segment contemplated to cross the site. Preliminary designs contemplate a living shoreline to improve habitat and water quality at the mouth of Hogan’s Creek. In addition, the current concept design proposes up to a 100’ buffer from the existing bulkhead. The concept design also contemplates a Trail visitor center at Bay Street on the creek front and the trail must connect to the Riverwalk Publicly available restrooms for trail and Riverwalk users should be accommodated either in the visitor center or elsewhere within the Park Project. Finally, the location of the pedestrian bridge crossing the creek will be subject to coordinated design and placement.</p> <p>i. A science themed activity node will be included on the Property executed at a scale, durability and appeal complementing other activity nodes within the Downtown Area. The node marker shall be capable of being lighted at night and visible from other locations along the Riverwalk.</p>
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	<ul style="list-style-type: none"> j. The design will include access to and features complementing the portion of the Riverwalk located adjacent to the Property. k. Landscaping will comply with the City’s standards, Downtown Design Standards, and the Riverwalk Plant Palette within the Riverwalk adjacent portion of the Property. l. The Design of the Park Project shall be subject to review and approval of the City and DIA as evidenced by the approval of Schematic design (30%), Design development (60%) and 100% Construction drawings per Section 7.2 of the RDA. m. The design of the Musuem Project shall be subject to the review and approval of the City and DIA, as evidenced by the approval of Schematic Design (30%), Design Development (60%) and 100% Construction Drawings by DIA, Public Works and Parks as provided below. n. All design and construction activities regarding the Project and Museum Project must comply with applicable procurement laws and ordinances and City JSEB requirements.
<p>Construction and Financing of Infrastructure under previous CIP Project:</p>	<p>Pursuant to a previously approved and funded CIP project, subject to the availability of funds and leaving no less than \$_15 million remaining for the construction of the Park Project, the City shall:</p> <ul style="list-style-type: none"> a. Prior to Commencement of Construction, pursuant to a Cost Disbursement Agreement, the City will reimburse the Developer for the Design of the Park Project and science themed activity node (excludes the Museum Parcel) in an amount not to exceed \$800,000. b. Following completion and approval of 60% design of the Museum Project and prior to commencement of the Construction Term, the City shall undertake on-site horizontal improvements including unsuitable materials removal and disposal, dewatering, filling, grading, extension, or relocation of utilities within the Property and measures required to provide stable bases for structural foundations and substantial loadbearing Project elements, including but not limited to excavation work. c. Following completion and approval of 90% design of the Museum Project and rior to commencement of the Construction Term, the stubbing of electric, water, wastewater, and reuse water utility services at the property and facilities for receiving and transporting stormwater from the Property for management off-site if required or connecting to the River. d. Following completion and approval of 60% design of the Museum Project the City shall design an extension of A. Philip Randolph Blvd.

	<p>contiguous to the Property boundary to provide access to the future driveway/parking entrance for the Project. During the Construction Term and prior to commencement of the Occupancy Term of the Lease, the City shall construct an extension of A. Philip Randolph Blvd. contiguous to the Property boundary to provide access to the future driveway/parking entrance for the Project.</p> <p>e.</p> <p>f. The City shall commence construction of the Riverwalk within 6 months of completion of design by MOSH and delivery of construction documents therefor to the City. The City shall construct the Riverwalk from funds available within the currently approved CIP project budget and complete construction prior to commencement of the Occupancy Term.</p> <p>g. During the Construction Term and prior to commencement of the Occupancy Term of the Lease, the Developer may elect to construct the Park Project and science themed activity node, or portions thereof, and the City shall reimburse Developer, pursuant to a Cost Disbursement Agreement, for construction of the approved Park Project in accordance with the approved budget therefor, with Developer assuming responsibility for cost overruns, if any, associated with such construction. If Developer elects not to construct all or any portion of the Park Project, the City shall construct the same once construction of the Museum Project has progressed to a point where all site work on the Museum Parcel and the building exterior is complete. Construction of all park components funded by the remaining available CIP project funding shall proceed without interruption until complete.</p> <p>h. Any excess funds in the approved CIP project upon completion of the approval of budgets for the foregoing items (a) through (g), shall be used to further extend the Riverwalk beyond and in the vicinity of the Property as is currently permitted within the approved CIP Project Scope and may not be used for construction of the Project on the Museum Parcel..</p>
<p>Construction and Financing of Museum Project under proposed CIP Project:</p>	<p>Pursuant to the proposed CIP project for the Museum Project , the City shall provide up to \$50,000,000.00 to MOSH as reimbursement, pursuant to a standard Cost Disbursement Agreement and the terms described above, for design and construction of the Museum Project , subject to available funds in the FY of the request for payment in accordance with the approved CIP Project.</p>
<p>Fundraising Condition:</p>	<p>MOSH has secured and is responsible for retaining for use on the Musuem Project funds (private donations, grants, etc. other than City contributions) for the construction of the museum facility and associated improvements on the Museum Parcel totaling at a minimum \$40,000,000, with a total projected capital investment of \$85,000,000. MOSH anticipates the principal sources for</p>

	<p>such funds to be twofold: (i) donations secured by pledge agreements with individuals, business entities, foundations, and the like; and (ii) a grant or grants from the State, Federal Government, or other grant organizations. To qualify as having been secured, a pledge must be binding, though it may be collected over a period of years. MOSH is not prohibited from procuring institutional financing for facility construction so long as neither the Museum Parcel, the Lease nor the museum facility and fixed improvements are pledged as security. Such financing may be secured by donation pledge agreements. MOSH has confirmed the satisfaction of initial fundraising requirement as of June 30, 2024, but must retain such funds throughout the Construction Term, or utilize them toward the cost of the Museum Project. Evidence shall be provided to DIA semi-annually that the funds remain pledged or on deposit or have been expended on [Direct Costs] of the Museum Project. _____</p> <p>MOSH is also responsible to secure sufficient funding, prior to December 15, 2025, which when coupled with the proposed CIP project funding for the Museum Building, will fully fund construction of the entire Museum Building in accordance with the approved plans therefor. Failure to secure funding adequate to allow MOSH to commence construction of the museum Building by December 31, 2025, and proceed without interruption to completion, subject to extensions as permitted in the RDA and by force majeure, will result in the termination of the RDA and MOSH will have no further rights to development of the Property.</p>
<p>Use of the Museum Parcel:</p>	<p>The facility constructed on the Property will be used by MOSH primarily as a public museum with exhibits, programs and fixed improvements focused principally on science and history including education centered around technology, engineering, and mathematics. Ancillary uses may include a gift shop and food service. MOSH is authorized to charge general admission fees; rental fees for on-site third-party events; specific program charges and tuition for workshop, classroom and educational units provided by MOSH; admission fees for school sponsored visits.</p> <p>The Museum will contain no less than 50,000 square feet of exhibit and gallery space, in addition to classrooms, gift shops, cafés, event space and other facilities. The Museum will be open to the public no fewer than 295 days per year; no fewer than 5 hours/day. It is understood that the activation of the riverfront on a consistent basis is a material inducement to the Ground Lease.</p>
<p>Use of the Joint Use Park Parcel:</p>	<p>The Joint Use Park Parcel shall remain generally open and available for public use as a park, however pursuant to an operating agreement or parks partnership agreement MOSH shall have the non-exclusive right to program such space and on occasion restrict access to portions of the Joint Use Park Parcel for private or ticketed events. MOSH shall be responsible for routine maintenance of the Joint Use Park Parcel, other than Capital Expenditures, may establish rules for its use and shall include the Joint Use Park Parcel within its insurance coverage for all MOSH programs, sponsored or private events. In no</p>

	<p>event shall the Joint Use Park Parcel be permanently gated, fenced or access otherwise restricted to require entry through the Museum. During hours other than (i) Museum Operating hours and (ii) hours of occasional special events sponsored by the Museum after such Operating hours subject to coordination with the Parks and Recreation Department, the Joint Use Park Parcel shall be publicly accessible in accordance with applicable City Park rules for the Riverwalk and adjacent parks space.</p>
<p>Permits:</p>	<p>MOSH will be responsible for obtaining all building and other permits required for the Project, and for the Park Project if MOSH elects to construct the Park Project.</p>
<p>Selected Lease Provisions:</p>	<p>The Lease will include provisions, among others in the standard City Ground Lease, addressing the following:</p> <ul style="list-style-type: none"> a. MOSH will obtain and maintain liability and premises insurance with limits established by City Risk management. The City must be named as an additional insured under each policy. MOSH will annually reimburse the City for the cost of insuring the Project against casualty loss. b. Without the City’s consent, the Lease will not be assigned by MOSH to a third party, nor will MOSH sublease any portion of the Property to a third party; provided, the foregoing will not prohibit MOSH from subleasing any portion of the Property to the Duval County School District for educational purposes, or from renting the facility to third parties for short term events, or from subleasing space to a third-party provider of food service, and the City’s consent will not be required for the same. c. Upon the termination of the Lease for any reason, the City promptly will be let into possession of the Property. Throughout the term of the Lease, title to any permanent exhibits or movable fixtures within the Museum facility will remain with MOSH until the termination of the Lease, whereupon such title will pass to the City. d. Typical lease remedies for default with cure opportunities. e. MOSH will be responsible for all maintenance of the Project and the Museum Project, including capital maintenance and replacements, and during the term of the Lease and shall maintain the Project in clean safe and like new condition throughout the term of the Lease, subject to normal depreciation wear and tear.

	<p>f. MOSH shall have no right to sell or grant naming rights to any portion of the Project visible from public rights of way or pedestrian areas or from the Park Project without the express prior written approval of the City and no grant of naming rights visible from public rights of way or pedestrian areas or from the Park Project shall exceed the lesser of 20 years or the useful life of the improvements funded by the donation. Further, no grant of naming rights internal to the Project and not visible from public rights of way or pedestrian areas or from the Park Project shall exceed the useful life of the improvements funded by the donation or the term of the Lease, whichever is less.</p>
<p>Performance Schedule:</p>	<p>a. June 30, 2024- MOSH to have satisfied fundraising condition which has been satisfied.</p> <p>b. June 30, 2024 – MOSH to have completed the bid process, including the award thereof, for the design of the Project in compliance with CCNA and other applicable state and local procurement laws and ordinances applicable to projects, which has been satisfied.</p> <p>c. June 30, 2024, MOSH to have commenced design of the Museum Project and the Project, which has begun.</p> <p>d. October 31, 2024, MOSH to have completed the Schematic Design Phase and submitted plans to the City for approval.</p> <p>e. March 31, 2025, MOSH to have completed the Design Development Phase for the Project and Museum Project and submitted plans to the City for approval.</p> <p>f. September 30, 2025, MOSH to have completed 100% construction drawings, obtained City approval thereof, submitted applications for all necessary permits to commence construction and prepared construction bid documents.</p> <p>g. December 1, 2025, MOSH to have issued bid solicitation for construction for the Museum Project and the Project.</p> <p>h. Commencement of Construction or termination of RDA. Construction of the museum facility by MOSH must commence no later than December 21, 2025. The commencement of construction or installation of the infrastructure and site work performed by the City or its contractor shall not be deemed the commencement of construction of the museum facility.</p> <p>i. July 31, 2028 – Substantial Completion of construction of all improvements on the Property.</p>

	<p>j. The foregoing deadlines will be subject to extensions of up to a cumulative total of six (6) months granted by the DIA’s Executive Director and an additional up to six (6) months by the DIA Board without additional City approval upon reasonable cause shown by MOSH, and by force majeure. An 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. All other extensions shall apply only to the performance milestone extended.</p> <p>k. The development of the Property and construction of the museum building will not be phased; however, this provision does not preclude future finishing out of the interior of buildings and other improvements after Substantial Completion. Any future exterior work in the Museum Parcel will be subject to DDRB review. exhibits interior to the building.</p> <p>l. Following entry into the Redevelopment Agreement MOSH will provide to the City, project updates every six months.</p>
<p>City Plan review and comments</p>	<p>Whenever City (including Parks, Public Works and/or DIA) review and approval of plans for the Museum Project, Park Project, or Project Parcel is required by the RDA (as opposed to any code required permitting or DDRB approval which will proceed in the normal manner), the City agrees that such review comments and disapproval, conditional approval or approval shall be provided within thirty days of receipt of digital copies of the required design stage plans. Such comments and approval shall be aggregated and communicated to MOSH through the Director of Public Works on behalf of the identified City departments.</p>
<p>Existing Museum</p>	<p>One hundred and eighty days following the date substantial completion of the new museum facility on the Property has been achieved, the lease and sublease for the existing MOSH museum located at 1025 Museum Circle will be deemed terminated. Prior to termination, MOSH will retain exclusive possession of the existing museum facility for the purpose of packing and removing non-fixed property belonging to MOSH, immediately following which MOSH will vacate the premises and surrender possession to the City. Simultaneously with the termination, the Duval County School District shall relinquish all interests in the premises. Title to and ownership of all structures and fixtures on the premises by MOSH will pass to the City upon the date following the vacating of the premises by MOSH. Notwithstanding the foregoing, in the event existing grant conditions require that the existing facility remain in operation through 2026, MOSH will comply with such grant requirements or cause the same to be released prior to vacation of the current facility.</p>

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

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TAB VI.

RESOLUTION 2024-08-03 MILAM HOWARD

RESOLUTION 2024-08-03

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ACTING AS THE DOWNTOWN NORTHBANK COMMUNITY REDEVELOPMENT AGENCY (“GRANTOR”) APPROVING THE AWARD OF DIA CODE COMPLIANCE SUPPORT GRANT AGREEMENT TO MILAM, HOWARD, NICANDRI & GILLAM, PA (“APPLICANT” OR “GRANTEE”); AUTHORIZING THE CEO OF THE DIA TO NEGOTIATE A FORGIVABLE LOAN 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 August 16, 2023, meeting the Downtown Investment Authority (“DIA”) approved Resolution 2023-08-13 establishing the DIA Code Compliance Support Program, to provide funding for existing property owners and tenants within the DIA boundary for required compliance with newly enacted code requirements as noticed by a public body, with funding provided through the Downtown Northbank CRA Redevelopment Trust Fund or as may be reallocated from the Downtown Economic Development Fund by the DIA in its capacity as the Downtown Economic Development Agency; and

WHEREAS, the Applicant owns eligible property located at 14 E. Bay Street (RE# 074457-0010) within the Downtown Northbank CRA and applied for funding under the DIA Code Compliance Support Program to facilitate required upgrades to the elevator system and related infrastructure; and

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

WHEREAS, the DIA Strategic Implementation Committee, at their meeting of August 16, 2024, voted to recommend approval of the subject application to the DIA Board; and

WHEREAS, to assist the Grantee in making upgrades to the elevator system and related infrastructure of the commercial building located at 14 E. Bay Street (the “Project”) the DIA proposes to provide a Grant in the form of a forgivable loan in an amount not to exceed FORTY-FOUR THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS (\$44,545.00) 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,

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 supports 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 5: Improve the safety, accessibility, and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.
 - 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.
- Goal 8: Simplify and increase the efficiency of the approval process for downtown development and improve departmental and agency coordination.
 - Continually look for ways to simplify application and permitting processes.

Section 3. The DIA hereby awards a DIA Code Compliance Grant to Grantee in an amount not to exceed \$44,545 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.

(SIGNATURES ON FOLLOWING PAGE)

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Witness	Patrick Krechowski, Chairman	Date
---------	------------------------------	------

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

DRAFT

EXHIBIT A - TERM SHEET
Resolution 2024-08-03

Milam, Howard, Nicandri & Gillam, PA
14 E Bay Street
Code Compliance Support Program

Project Name: **14 E Bay Street**
Applicant: **Milam, Howard, Nicandri & Gillam, PA**
Erin Juzapavicus, Owner’s Representative

Project Location: **14 E Bay Street**
Jacksonville, Florida 32202

Estimated Budget: \$89,090
Eligible Code Compliance Costs: \$89,090
Maximum Grant Funding: \$44,545

Project: Elevator Modernization for 14 E Bay Street in accordance with the application received, materially consistent narrative and budget found in FIGURE 1., subject to DIA Board approval.

DIA Funding: Not more than **\$44,545**, Grant to be documented as a forgivable loan and funded 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, with funding to not exceed \$44,545.
- Eligible costs are those outlined in Figure 1 below and are further limited to expenditures made on improvements to the elevator and associated infrastructure.
- The Grant will be funded following submission and processing of a funding request form following completion of the work.
- Work shall be inspected for compliance with the application as submitted, and all invoices or other documentation satisfactory to the DIA in its sole discretion must be submitted for satisfactory review and approval by DIA Staff to demonstrate all contractors and subcontractors performing work on the Project have been paid in full.
- The Grant approval is contingent upon the following:
 1. Only work on the elevator and associated infrastructure as outlined in the application submitted is eligible for reimbursement.

2. Applicant to provide documentation demonstrating compliance with the relevant updated code requirements.
3. 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).
4. The property being improved may not have any outstanding liens or violations from the City of Jacksonville.
5. 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.
6. Applicant agrees to utilize City-approved JSEBs for renovation work associated with the grant where possible.
7. Must maintain the improvements in good repair.
8. All improvements must adhere to Downtown Overlay Zone and Downtown District Use and Form Regulations, and DDRB approvals, as applicable.

Performance Schedule:

1. Code Compliance 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 Code Compliance Grant Agreement Effective Date.
2. Commencement of Construction of Improvements: Within three (3) months following the 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, at 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. CODE COMPLIANCE IMPROVEMENTS

Scope of Work	Amount
TKE Modernization	\$76,499
AC for Elevator Mechanical Room	\$536
ECT for wiring upgrades	\$6,250
Johnson Controls for wiring upgrades	\$5,805
Total	\$89,090
50% Maximum Funding	\$44,545

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TAB VII.

RESOLUTION 2024-08-15 GATEWAY N-4 N-8 AND N-11 ALLOCATIONS

RESOLUTION 2024-08-15

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) EXERCISING ITS AUTHORITY TO NEGOTIATE, ASSIGN AND ALLOCATE DEVELOPMENT RIGHTS WITHIN THE CENTRAL BUSINESS DISTRICT PURSUANT TO CHAPTER 55, JACKSONVILLE CODE OF ORDINANCES; CUMULATIVELY ALLOCATING UP TO ONE THOUSAND THIRTY-FIVE (1,035) RESIDENTIAL UNITS, SEVENTY SIX THOUSAND (76,000) SQUARE FEET OF COMMERCIAL RETAIL, AND TWO THOUSAND FIVE HUNDRED (2,500) SQUARE FEET OF OFFICE IN ACCORDANCE WITH SECTION 2 OF THIS RESOLUTION; ESTABLISHING PERFORMANCE REQUIREMENTS AND CLAWBACK PROVISIONS; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance 2012-0364, the DIA was created to serve as the Community Redevelopment Agency for Downtown Jacksonville; and

WHEREAS, pursuant to Chapter 55 Downtown Investment Authority, Jacksonville Code of Ordinances, DIA has the authority to “negotiate, assign and allocate development rights within the Central Business District.”; and

WHEREAS, the Gateway Jax through associated entities is redeveloping multiple blocks within Downtown Jacksonville, which include those properties referred to as Blocks N-4, N-8 and N-11, on which, cumulatively, they will construct approximately 1,035 multifamily units, 76,000 square feet of commercial retail, and 2,500 square feet of offices unrelated to leasing or management of the residential or commercial retail; and

WHEREAS, DIA adopted Resolutions 2023-11-06, 2023-11-08 and 2023-11-09, approving the terms and conditions for Redevelopment Agreements for the development of those properties referred to as Blocks N-4, N-8 and N-11, respectively; and

WHEREAS, Block N-4 received final Downtown Development Review Board approval on December 19, 2023; Block N-8 received final Downtown Development Review Board approval on December 19, 2023; and Block N-11 received final Downtown Development Review Board approval on December 19, 2023; and

WHEREAS, the allocation of development rights approved via this Resolution 2024-08-16 are in furtherance of DIA Resolutions 2023-11-06, 2023-11-08 and 2023-11-09 as well as the Final Approvals granted for Blocks N-4, N-8 and N-11 by the Downtown Development Review Board,

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 allocation is generally supported by the following Redevelopment Goal and specifically the following Strategic Objectives within that Redevelopment Goal:

Redevelopment Goal 2, Increase rental and owner occupied housing Downtown targeting diverse populations identified as seeking a more urban lifestyle.

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

Section 3. The DIA hereby allocates up 1,035 multifamily units, 76,000 square feet of commercial retail, and 2,500 square feet of office space as follows:

Block N-4: up to two hundred ninety (290) multifamily residential units, twenty-one thousand (21,000) square feet of commercial retail.

Block N-8: up to five hundred and forty (540) multifamily residential units; forty thousand (40,000) square feet of commercial retail; and thirty-five thousand (35,000) square feet of office with the ability to convert this to health/fitness facility, subject to the requirements of the Concurrency Management Systems Office, to 606 Pearl Street LLC.

Block N-11: up to two hundred and five (205) multifamily residential units and twenty-one thousand one hundred (21,100) square feet of commercial retail to Jax Porter LLC.

Each of the above allocations are subject to the following conditions:

- i. Should the Developer(s) fail to meet the performance schedules for each block as contained within the term sheets adopted as part of each block's companion resolution (Block N-4, DIA Resolution 2023-11-06; Block N-8, DIA Resolution 2023-11-08; Block N-11, DIA Resolution 2023-11-09), this allocation becomes null and void and the development rights allocated return to the DIA for reallocation without any further action by the DIA. Should City Council adopt legislation that (a) contains different performance requirements, or (b) allows for extension of performance requirements, this condition self amends to reflect the action taken by City Council.
- ii. Upon the issuance of the final Certificate of Occupancy or functional equivalent on a block-by-block basis, any unused entitlements allocated by this resolution shall return to the DIA without any further action by the City or the DIA; and

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

Section 5. The Effective Date of this Resolution 2024-08-15 is the date upon execution of this Resolution by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

_____ Patrick Krechowski, Chair _____ Date _____

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

TAB VIII.

RESOLUTION 2024-08-1 GATEWAY STORMWATER CREDIT SALE

RESOLUTION 2024-08-16

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) APPROVING THE SALE OF UP TO 5.0 CREDIT ACRES OF SURPLUS WATER QUALITY COMPENSATORY CREDITS TO OSPREY RIVER LLC, 606 PEARL STREET LLC, AND JAX PORTER LLC IN ACCORDANCE WITH SECTIONS 2 AND 3 OF THIS RESOLUTION; AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO EXECUTE ANY CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, DIA is the designated Community Redevelopment Agency for the North Bank Community Redevelopment Area (“CRA”), to which a Community Redevelopment Plan was adopted by Ordinance 2014-0560-E; and

WHEREAS, pursuant to Chapter 55, Jacksonville Ordinance Code, the DIA in conjunction with the City’s Department of Public Works, is authorized to allocate Water Quality Compensatory Credits available within the St. Johns River Water Management District Permit No. 18269-1; and

WHEREAS, making these surplus Water Quality Compensatory Credits available to developers through sale or by other conveyance promotes urban-scale redevelopment, and furthers Northbank and Southside Community Redevelopment Area Plan Redevelopment Goal 8, which calls for DIA and the City to: *Simplify and increase the efficiency of the approval process for Downtown development and improve departmental and agency coordination*; and

WHEREAS, there are sufficient credits available to accommodate the requested number of credits identified in Section 3 of this resolution; and

WHEREAS, the allocation of these credits will be in the form of a purchase, with proceeds from this sale deposited in a stormwater account for the benefit of Downtown as prescribed in Chapter 55, Jacksonville Code of Ordinances,

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 authorizes the sale by the City of up to five (5.0) credit acres of Surplus Water Quality Compensatory Credits at a rate determined by the Department of Public Works, which historically has been approximately \$35,000 per credit acre pursuant to the formula for determining such credit acre purchase price contained within in Chapter 55, Jacksonville Code of Ordinances.

Section 3. Distribution of the five (5.0) credit acres shall be as follows, subject to the certain conditions identified herein:

- I. Block N-4: 074295-0000, 074296-0005, 074299-0000, 074296-0020
Osprey River LLC

Up to 1.64 Credit Acres

- II. Block N-8: 074276-0000, 074277-0000, 074278-0000, 074279-0000, 074285-0000, 074284-0000, 074283-0000, 074282-0000, 074280-0000
606 Pearl Street LLC

Up to 1.82 Credit Acres

- III. Block N-11: 073847-0000, 073847-0100, 073851-000
Jax Porter LLC

Up to 1.54 Credit Acres

Condition 1: Sale of credits must be completed on or by December 31, 2024, unless otherwise extended by the DIA Chief Executive Officer who may extend this date up to an additional sixty (60) days at their sole discretion. Failure to meet this deadline will result in termination of this resolution and return of any remaining credits to the St. Johns River Water Management District Permit No. 18269-1 and made available for reallocation by the DIA.

Condition 2: Any credits remaining after sale or termination of this resolution pursuant to Condition 1 above return to the St. Johns River Water Management District Permit No. 18269-1 and made available for reallocation by the DIA.

Section 4. The DIA instructs its Chief Executive Officer to take all necessary action to effectuate the purposes of this resolution.

Section 5. The Effective Date of this Resolution 2024-08-16 is the date upon execution of the Resolution by the Chairman of the DIA.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Patrick Krechowski, Chair

_____ Date

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

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