



**DOWNTOWN INVESTMENT AUTHORITY
RETAIL ENHANCEMENT PROGRAM COMMITTEE
AGENDA**

**City Hall at St. James Building
117 W. Duval Street, Jacksonville, FL. 32202
3RD Floor, Conference Room C
Wednesday, July 10, 2019 – 10:00 A.M.**

Oliver Barakat, Chair
Todd Froats, Member
Carol Worsham, Member

RETAIL ENHANCEMENT PROGRAM COMMITTEE

I.	CALL TO ORDER – Committee Chairman Barakat
II.	ACTION ITEMS
	A. REP 2016-003
	B. Northbank Retail Enhancement Program Boundary Expansion
	C. Southside Retail Enhancement Program Boundary
III.	OLD BUSINESS
IV.	NEW BUSINESS
V.	PUBLIC COMMENTS
VI.	ADJOURN



**Downtown Investment Authority
Retail Enhancement Program Committee
City Hall at St. James
117 West Duval St., 3rd Floor, Conf Rm C
Wednesday, July 10, 2019 – 10:00 p.m.**

REP Committee Minutes

Board Members Present: Oliver Barakat, DIA Chair, Board Member and Carol Worsham

Board Members Absent: Todd Froats, Board Member

DIA Staff Present: Lori Boyer, CEO, Guy Parola, Jackie Mott and Karen Underwood-Eiland

Office of General Counsel: John Sawyer

Office of the Mayor: **None**

Next meeting: TBD

I. Call to Order – Committee Chairman Barakat

A quorum was confirmed and Committee Chairman Barakat called the Retail Enhancement Committee meeting to order at approximately 10:04 p.m.

II. Action Items

A. REP APPLICATION 2016-003: Live Bakery and Bar

Guy Parola provided an overview of application REP 2016-003, Reauthorization of Award. The requested funding is being reduced to \$69,341.37 which represents 50% of the work performed. Mr. Hertzberg was present for any questions.

Committee Chairman Barakat confirmed that the cost was less than what was approved. Board Member Worsham did not have any additional questions after the briefing with Guy Tuesday, July 9, 2019. Guy reported that the receipts will be verified as they come in. This item will go back to the Board at the next meeting depending on the agenda.

A MOTION WAS MADE BY BOARD MEMBER WORSHAM AND SECONDED BY BOARD MEMBER BARAKAT APPROVING STAFF RECOMMENDATION BELOW:

Approve a Forgivable Loan in the amount of \$69,431.37; subject to:

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

THE MOTION PASSED UNANIMOUSLY 2-0-0.

B. Northbank Retail Enhancement Program Boundary Expansion

Chairman Barakat stated that it may be beneficial for the committee to review the original legislation for the Retail Enhancement Program.

This is the only program that has hard boundaries other than the DIA boundaries. There were a lot of vacant storefronts downtown and were vacant for a number of reasons below:

1. The market rents were not high enough
2. The qualities of the tenants were not high enough to justify the cost required to update all of the storefront spaces. From an owner's standpoint, the risks were high based on the investments needed.
3. The Board saw a real importance in the storefronts in general in how an active storefront contributes to the pedestrian environment downtown.
4. The Density of the storefronts was primarily within the boundaries.
5. Due to limited funds, the DIA did not want dilute the impact of the program throughout the entire downtown.

Committee Chairman Barakat noted that there is more money due to the TIF's being in the black that can be transferred into the program according to the next year's budget. Staff has noticed demands from users of the markets in other streets outside of the boundaries.

Guy Parola stated that grant requests were coming in west of Clay Street and closer East where The Bank Barbeque was located.

Board Member Worsham requested a listing of the approved REP grants.

A map was provided of the other properties outside of the current boundaries that can benefit from the program.

Guy reported from a historical standpoint that those grants were given to the user not the building owner.

CEO Boyer raised a thought if a building received substantial financial investment from the DIA to the building owner to renovate the building and apply for retail enhancement funding.

Committee Chair Barakat commented that the DIA may have taken a more careful approach in applying retail enhancement funds to a project that had already received incentives.

CEO Boyer noted that this merits some conversation and discussion as to what the process or thoughts are about those buildings. It would be fair for people to know if they are not eligible for the building renovation

- Include residential
- The belief that isolated retail in an area that does not have high-density office or residential will have a hard time.
- Try to focus funding in locations that have residential activities coming online or already present so that there was a greater likelihood of success.

CEO Boyer recommended a brief conversation whether the amount of the grant eligibility should be changed at a later date. Historic buildings are more costly to deal with and require more effort.

Committee Chairman Barakat recommended the committee to review the entire criteria.

He advocated for a northern extension or expansion to Ashley Street and then going west to Jefferson Street.

Board Member Worsham stated the southern boundary comes up to Water Street; the Western boundary goes to Jefferson to include both sides of the street. The Northern boundary goes to Ashley Street to include both sides of the street. The west will come down to Main Street. The far west will pick up the old buildings on Liberty Street and to extending that line up to Ashley Street.

A MOTION WAS MADE BY BOARD MEMBER BARAKAT AND SECONDED BY BOARD MEMBER WORSHAM TO EXTEND BOUNDARIES ON JEFFERSON AND WATER STREET. EXTENDING THE NORTHERN BOUNDARIES ON ASHLEY STREET AND NOT CHANGING THE BOUNDARIES ON THE EASTERN SIDE.

COMMITTEE RECOMMENDATION WILL BE BROUGHT FORTH THE NEXT DIA BOARD MEETING FOR BOARD APPROVAL.

THE MOTION PASSED UNANIMOUSLY 2-0-0.

Committee Chairman Barakat suggested having a subsequent meeting sometime in August to discuss criteria, which includes the cost questions, given the new boundaries whether other criteria changes are required. The committee will try to review the legislation and understand the criteria and room for improvements.

C. Southside Retail Enhancement Program Boundary

Guy Parola provided maps of the Southside CRA's.

The current balance is \$178,000. CEO Boyer stated that they are working on bringing back to the Board in August reallocation within the CRA's of funds that hadn't been used.

Carol Worsham asked if a building has already received incentives, do the Board need to incentivize the tenant. Guy Parola noted that the program dollars could not be used with new construction.

A MOTION WAS MADE BY BOARD MEMBER WORSHAM AND SECONDED BY BOARD MEMBER BARAKAT TO ADOPT INTO THE PLAN A RETAIN ENHANCEMENT PROGRAM FOR THE SOUTHSIDE, WITH THE PROGRAM BOUNDARIES COLLINEAR WITH THE SOUTHSIDE CRA. THE PROGRAM WILL MIRROR IN REQUIREMENTS AND PROCESS THE NORTHBANK RETAIL ENHANCEMENT PROGRAM.

THE MOTION PASSED UNANIMOUSLY 2-0-0.

CEO Boyer suggested adding the age of the building stock and the character. The historic grant criteria if followed by the state/federal and is cumbersome and to the point that it does not effectively stimulate adaptive reuse of historic buildings.

DuPont conducted some work a year or two ago on adaptive reuse of historic buildings in other cities. She would like to start researching what other cities have done and bring it to Strategic Implementation Committee.

Guy Parola stated that there may be another application forthcoming off of Pearl Street assuming the boundary expansion gets approved by the Board.

III. OLD BUSINESS

NONE

IV. NEW BUSINESS

NONE

V. PUBLIC COMMENTS

NONE

VI. ADJOURNMENT

There being no further business, Committee Chairman Barakat adjourned the meeting at approximately 10:41 a.m.

The next meeting will be determined

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



Downtown Investment Authority

MEMORANDUM

TO: Downtown Investment Authority Retail Enhancement Committee

THROUGH: Oliver Barakat, Chair

FROM: Guy Parola, Operations Manager

RE: Re-Authorization of Award
Application 2016-003

DATE: July 10, 2019

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

Project History

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

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

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

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

ATTACHMENT A

Work Performed

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

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

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

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

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

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

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

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

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

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



ATTACHMENT B

Downtown Investment Authority

December 2, 2016

Klodlan Ferra, Owner
10641 Ballestero Drive E
Jacksonville Florida 32257

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

Dear applicant:

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

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

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

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

Sincerely,

Aundra Wallace, CEO/DIA



Downtown Investment Authority

December 15, 2016

Klodian Ferra, Owner
10641 Ballestero Drive E
Jacksonville Florida 32202

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

Dear applicant:

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

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

Sincerely,

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

Aundra Wallace, CEO/DIA

ATTACHMENTS



Downtown Investment Authority
Board Meeting

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

DIA REGULAR MEETING

MEETING MINUTES

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

Board Members Absent: Craig Gibbs

Council President: Lori Boyer

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

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

Office of General Counsel: John Sawyer

I. CALL TO ORDER

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

II. ACTION ITEMS

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

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

CEO Wallace brought forth Resolution 2016-12-05.

Tom Cost, President of JU was present.

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

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

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

CEO Wallace brought forth Resolution 2016-12-03.

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

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

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) APPROVING THE USE OF \$376,863.30 FOR: (A) IMPROVEMENT OF AN EXISTING CITY-OWNED SURFACE PARKING FACILITY WITHIN THE SPORTS AND ENTERTAINMENT DISTRICT, GENERALLY KNOWN AS PARKING LOT X; AND (B) CONSTRUCTION OF A PEDESTRIAN CONNECTION TO THE ST. JOHNS RIVER FROM THE AFOREMENTIONED SURFACE PARKING FACILITY; FINDING THAT THE PLAN OF DEVELOPMENT IS CONSISTENT WITH THE DIA’S BUSINESS INVESTMENT AND DEVELOPMENT PLAN (“BID PLAN”); AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

CEO Wallace brought forth Resolution 2016-12-04.

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

D. RETAIL ENHANCEMENT PROGRAM APPLICATION 2016-003

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

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

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

E. RETAIL ENHANCEMENT PROGRAM APPLICATION 2016-004

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

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

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

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

III. CHIEF EXECUTIVE OFFICER REPORT

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

IV. DDRB BRIEFING

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

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

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

V. OLD BUSINESS

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

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

VI. NEW BUSINESS

None

VII. PUBLIC COMMENTS

None

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

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

ATTACHMENT D

DIA Staff Report Retail Enhancement Program December 7, 2016

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

Project Description:

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

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

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

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

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

Staff Recommendation:

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

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

Attachments: Application Summary

Construction Plans

Business Plans / Pro Forma

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

Live Bakery and Bar

Oct 21st, 2016

Klodian Ferra
(904) 955-1443

Beach9616@gmail.com

Current Businesses: Ferra Bakery, Family Ent

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

Number of Years in Business: 20

Employer Tax ID: 48-2110150

Type of Business: Bakery

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

Estimated Cost of Improvements: \$330,805

Grant Amount Requested: \$79,297

Form of Ownership: Limited Liability CO

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

EVAN - 312-3765

Live Bakery and Bar
Oct 21st, 2016

Dear DIA,

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

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

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

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

Sincerely,



Klodian Ferra
Owner/CEO
Live Bakery and Bar

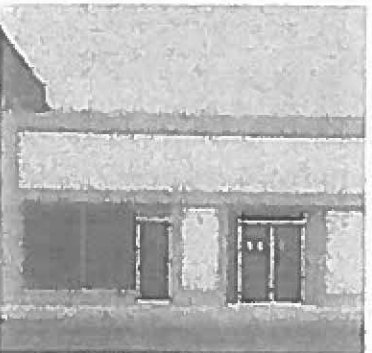
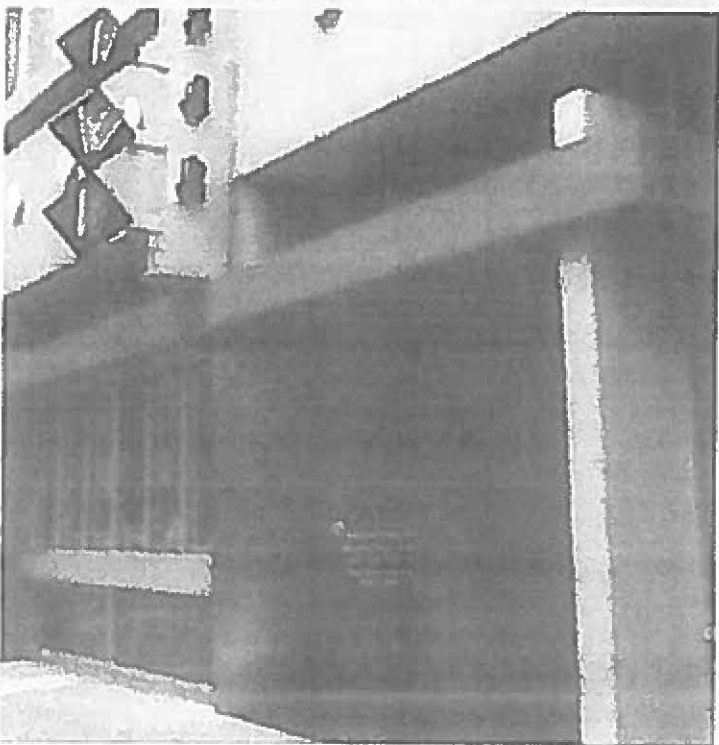
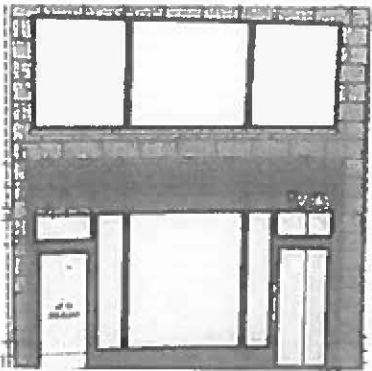
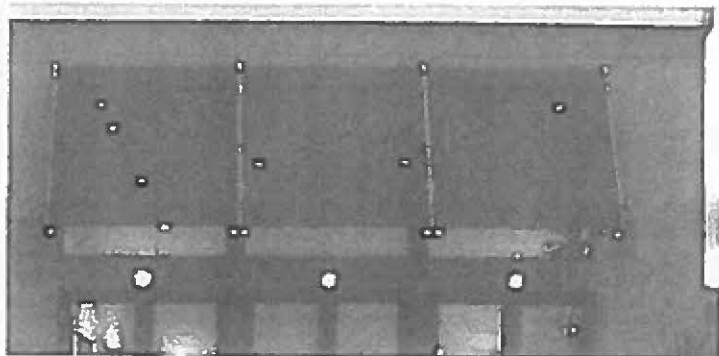
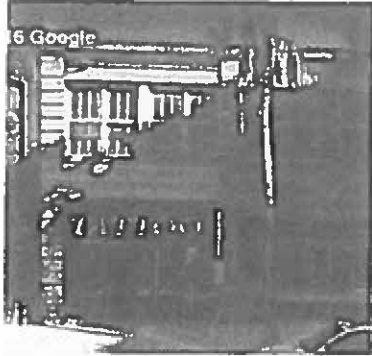
Project Name	Live Bakery, Bar 327 and 331 E Bay St, Jacksonville, FL-32202
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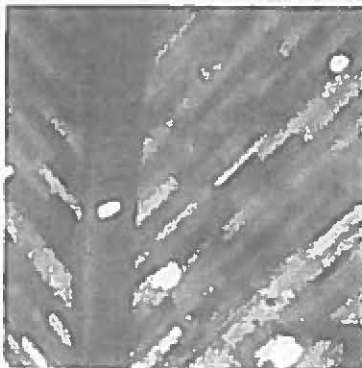
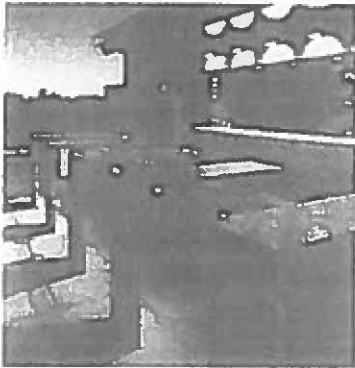
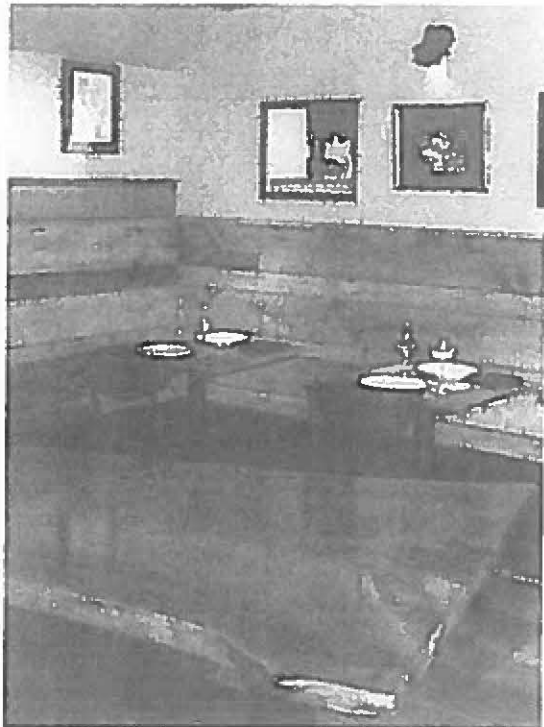
Project Item Description	Tenant Funded	DIA Funds Requested
Demolition		13,500
Cleaning and Dumpster Cost		3000
Remodel (2) Existing Restroom to ensure ADA Compliance		14000
Interior Build-out (walls)		17695
Paint Interior		8700
Exterior Stucco		7800
Windows and Modern Awning		5900
Paint exterior		8700
Flooring	17,400	
Install New Fire Sprinkler System	18,598	
Install Counters	9,300	
Install New door Hardware Per Fire Code	2200	
Electrical Work	10,800	
HVAC Duct work	6700	
Fix and Repair Existing Walk In Coolers	5297	
Sub Supervision and Overhead Fees	1500	
Architectural and Engineering Design	6000	
City Construction Permitting Fee	1500	
Table-tops and Bar Top Construction	9,000	
Decorative Wood Wall Frames	1000	
Total	89295	79,295

6.7 Projected Profit and Loss

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

VIII. Design Examples





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

PROPOSAL

10-22-16

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

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

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




Total proposal design & construction work \$158,595.00

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



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

EXISTING WALL LEGEND

-  EXISTING 8" EXTERIOR BLOCK CMU WALL 1/4" FUR OUT
-  EXISTING 4" INTERIOR WALL UP TO SECOND FLOOR DECK
-  EXISTING 2-HP PATED WALL .8" BLOCK CMU ADJACENT A/FUR OUT WALL

SCOPE OF WORK:

REMODELING EXISTING BAKERY, BAR & RESTAURANT FOR DIFFERANT OWNERSHIP .


- TAKING OFF PART OF THE EXISTING BAR COUNTER
- INSTALL NEW CHECK OUT COUNTER
- INSTALL NEW EQUIPMENTS
- INSTALL NEW HOOD AND FIRE SUPPRESSION SYSTEM
- INSTALL NEW ELECTRICAL RECPTS FOR NEW EQUIPMENTS.
- INSTALL NEW PLUMBING FOR EXISTING PLUMBING FIXTURES
- INSTALL NEW FIRE SPRINKLER SYSTEM

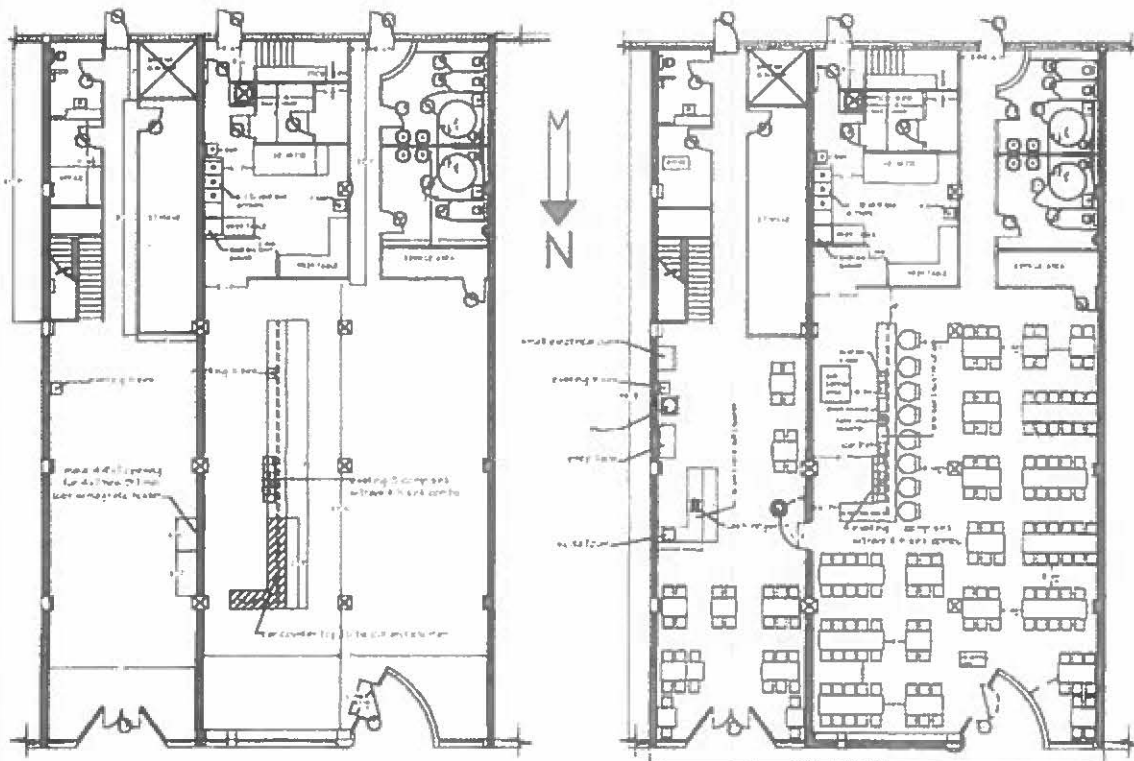
APPLICABLE CODE:

- FLORIDA BUILDING CODE 2014, 5TH EDITION
- FLORIDA PLUMBING CODE 2014, 5TH EDITION
- FLORIDA MECHANICAL CODE 2014, 5TH EDITION
- NATIONAL ELECTRICAL CODE 2011
- FLORIDA FIRE PREVENTION CODE FIFTH EDITION (BASED IN NFPA FIRE CODE 2012 EDITION & NFPA FIRE SAFETY CODE 2012 EDITION)

NO.	QTY	SIZE	MATERIAL	PART NAME
01	1	2 1/2"	SOLID BRASS	PLUMB PLATE W/ LOCK SET BAR & WASH VALVE
02	1	3 1/2 6"	S.S. WOOD	PLUMB PLATE W/ LOCK SET BAR & WASH VALVE
03	1	2 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
04	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
05	1	3 1/2 6"	YELLOW METAL	S.S. PLATE
06	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
07	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
08	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
09	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
10	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
11	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
12	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
13	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
14	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
15	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
16	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
17	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
18	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
19	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR
20	1	3 1/2 6"	YELLOW METAL	PLUMB BAR W/ LOCK SET BAR

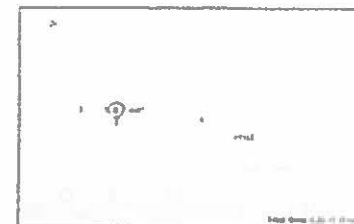
CODE SUMMARY

- CONSTRUCTION TYPE  **TYPE I** (W/ BRICK SYSTEM)
- BUT HAS EXISTING FIRE ALARM
- 1ST FLOOR IN TYPICAL BUILDING LEZO UNIT
- 100% BUILDING W/ 100% H.C. ACCESSIBLE
- OCCUPANCY 37 APARTMENT
- OCCUPANCY LOAD CALCULATED AS FOLLOWS
- SEATING AREA 3000 SQ FT 100 SEATS
- OFFICE 70 SQ FT / 100 = 1
- STORAGE AREA & WALK-IN COOLERS 350 SQ FT / 300 = 2 OCCUPANTS
- PREP. & KITCHEN AREA 365 / 200 = 1.8 OCCUPANTS
- TOTAL OCCUPANCY = 100 + 1 + 2 + 1.8 = 104.8 OCCUPANTS



EXISTING / REMODELING FLOOR PLAN

NEW FLOOR PLAN



PDC
ENGINEERS
DESIGNERS
PLANNERS

PRISM DESIGN & CONST., INC.

5488 RIVER TRAIL RD S.
JACKSONVILLE, FL 32277
PH (904) 465 3215

PLAN NO. 01

10576.00
SHEET 1 OF 1
REV. 01
DATE 06/27/14

DATE

SCALE

PROJECT NO. 14-001
SHEET NO. 01
DATE 06/27/14

41

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

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

Project Description:

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

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

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

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

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

Staff Recommendation:

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

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

Attachments: Application Summary

Construction Plans

Business Plans / Pro Forma

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

Staff Evaluation Criteria REP

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

I. Business Plan (30pt)

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

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

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

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

Job Creation (max 5 pt)

_____ min 2 jobs 1 pt

_____ 2.5 to 5 2 pt

_____ 5.5 to 12 3 pt

15 12.5 to 20 4 pt

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

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

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

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

_____ YesMin local designation sub total —

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

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

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

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

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

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

Total pt 30

(max 45, Min 25 to go forward)

Notes:

Live Bakery and Bar

Oct 21st, 2016

Klodian Ferrra

(904) 955-1443

Beach9816@gmail.com

Current Businesses: Ferrra Bakery, Family Ent

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

Number of Years in Business: 20

Employer Tax ID: 46-2110150

Type of Business: Bakery

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

Estimated Cost of Improvements: \$330,805

Grant Amount Requested: \$79,297

Form of Ownership: Limited Liability CO

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

EVAN - 312-3765

Live Bakery and Bar
Oct 21st, 2016

Dear DIA,

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

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

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

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

Sincerely,

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

Klodian Ferra
Owner/CEO
Live Bakery and Bar

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

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

Live Bakery and Bar

BUSINESS PLAN

Oct 21st, 2016

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

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

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

Business Plan Copy No. _____

Confidentiality Agreement

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

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

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

Signature

Print Name

Date

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Live Bakery and Bar BUSINESS PLAN

EXECUTIVE SUMMARY

Company Background

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

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

Mission

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

Venue

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

Capital Requirements

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

I. COMPANY OBJECTIVES

1.1 Goals & Objectives

The Company's goals are:

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

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

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

1.2 Purpose of Business Plan

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

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

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

1.3 Vision / Mission Statement

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

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

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

1.4 Factors for Success

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

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

1.5 Risk Factors

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

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

Worst case scenarios would include:

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

II. THE COMPANY

2.1 History & Background

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

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

2.2 Directors

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

2.3 Facilities & Operations

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

III. DESCRIPTION OF PRODUCTS & SERVICES

3.1 Atmosphere & Entertainment

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

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

3.2 Beverage & Food Offerings

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

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

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

3.3 Special Events

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

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

3.4 Promise Fulfillment

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

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

IV. MARKET ANALYSIS & MARKETING PLAN

4.1 Industry Analysis

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

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

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

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

4.2 Target Market

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

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

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

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

4.3 Competitors

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

4.4 Competitive Edge

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

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

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

4.5 Marketing Strategy

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

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

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

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

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

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

4.6 Pricing Strategy

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

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

V. MANAGEMENT & ORGANIZATION

5.1 Management Team

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

Klodian Ferra: (Owner)

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

Marsida Robinson: (General Manager)

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

5.2 Organizational Structure

Limited Liability Co

5.3 Staffing Plan & Training Programs

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

Full time employees: 8

Part time employees: 14

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

VI. FINANCIAL PLAN

6.1 Important Assumptions

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

6.2 Sales Forecast

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

6.3 Start-up Requirements

The initial start-up capital required is \$6330,805.

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

START-UP EXPENSES

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

Current Assets

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

Long-term Assets

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

FUNDING

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

6.4 Daily Revenue Forecast

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

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

6.5 Break-Even Analysis

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

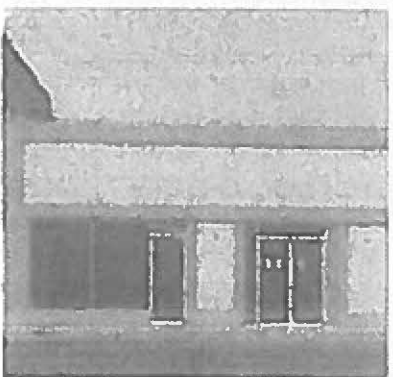
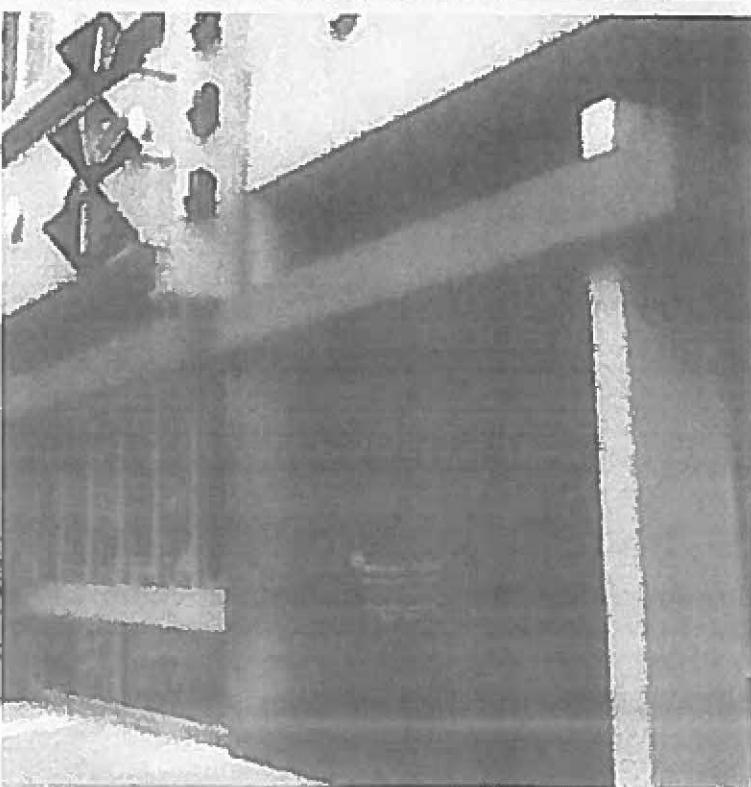
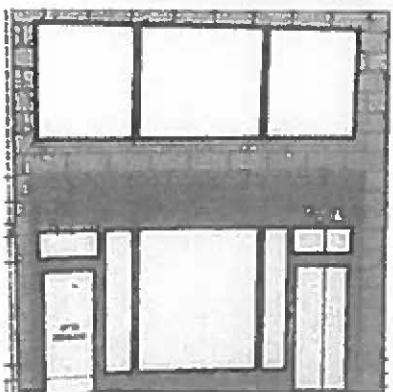
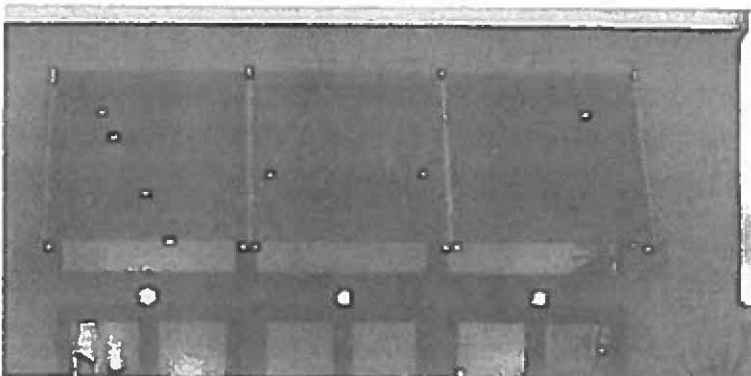
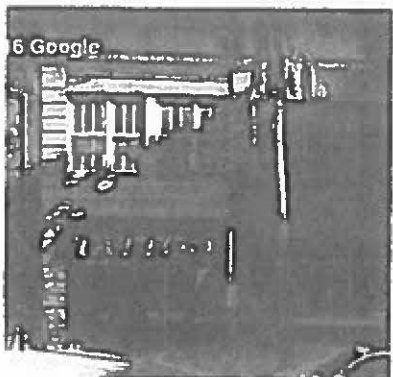
6.6 Exit / Repayment Strategy

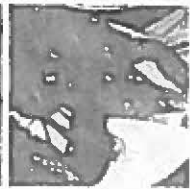
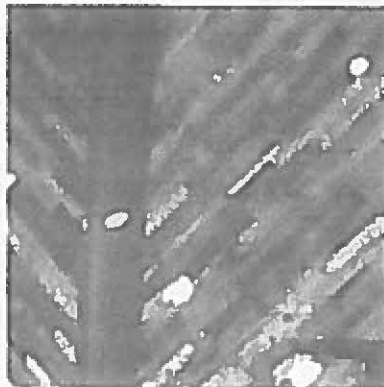
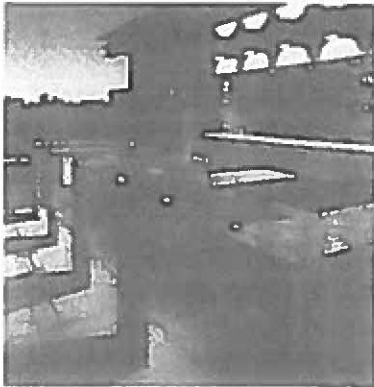
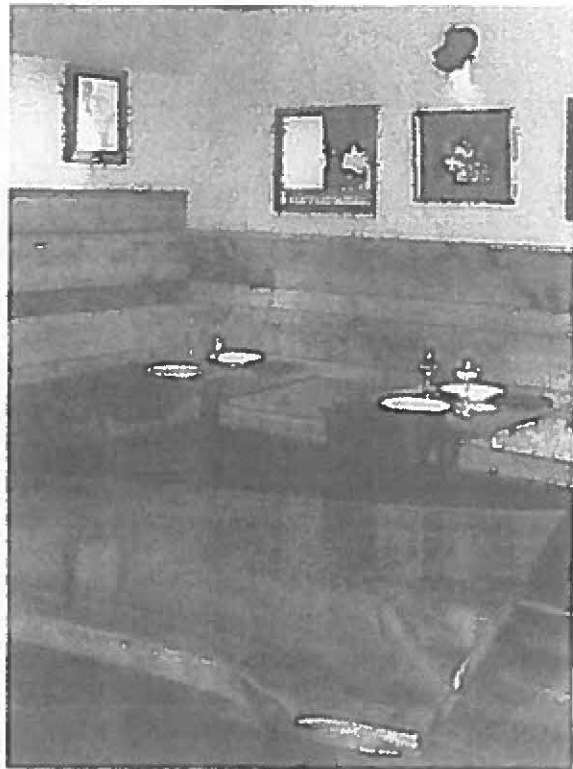
Live Bakery and Bar will allocate 33% of monthly net profit toward repayment of start up costs inherited by the investors, Thereafter the net profits will be distributed respectively based on share ownership.

6.7 Projected Profit and Loss

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

VIII. Design Examples





LEASE AGREEMENT

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Lessee's Assignment, Sublease, or License for Occupation by Other Persons.

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

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

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

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

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

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

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

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

that are due for the same period under this Lease

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

- (a) To reduce Lessee's indebtedness to Lessor under the Lease, not including indebtedness for rent;
- (b) To expenses of the reletting and alterations and repairs made;
- (c) To rent due under this Lease;
- (d) To payment for future rent under this Lease as it becomes due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness

LIBERTY BAY, INC.

[Signature]

[Signature]
MICHAEL BASFORD
Its President

As to Lessor

STATE OF FLORIDA
COUNTY OF DUVAL

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

[Signature]

NOTARY PUBLIC - STATE OF FLORIDA



[Print, type, or stamp name of Notary]


[check one only]


Personally known

Produced as Identification _____

Witness:

FAMILY ENTERTAINMENT, LLC





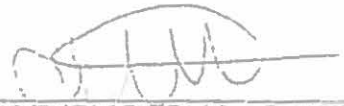
 As to Lessee



 KLODIAN FERRA, MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF DUVAL

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



 NOTARY PUBLIC - STATE OF FLORIDA

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

[Print, type, or stamp name of notary]

[check one only]

Personally known

Produced as Identification F600500-82-094-D

Affidavit

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

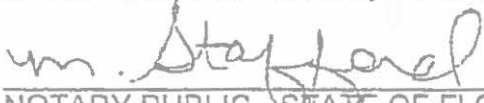
1. My name is Michael Basford and I am the President of the Liberty Bay, Inc.
2. Liberty Bay, Inc. is the owner of a building on E. Bay Street in downtown Jacksonville, Florida that includes the addresses known as 327 and 331 E. Bay Street.
3. Liberty Bay, Inc. has entered into a five year lease with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

Dated: October 21, 2016.


Affiant

STATE OF FLORIDA
COUNTY OF DUVAL

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


NOTARY PUBLIC - STATE OF FLORIDA


[Print type name and address of notary]

[check one only]

Personally known

Produced as Identification _____



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

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

PT5
13-25-26E

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



ACCOUNT NUMBER: 073363-0000
PAYOR CODE/NAME:
LOCATION ADDRESS: 327 E BAY ST
32202

LEGAL DESCRIPTION:
13-25-26E
JAX DOGGETTS MAP
LOTS 3,4,S 10FT LOT 5 BLK 1

Paid Nov 20, 2015 #1076

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE \$	EXEMPT VALUE \$	TAXABLE VALUE \$	TAXING DISTRICT	MILLAGE RATE	TAX AMOUNT \$	EXEMPTIONS APPLIED
CITY OF JACKSONVILLE	1057766	0	1057766	USD1C	11.4419	12102.85	
ST. JOHNS RIVER WTR MGMT DIST	1057766	0	1057766	USD1C	0.3023	319.76	
FL INLAND NAVIGATION	1057766	0	1057766	USD1C	0.0320	33.85	
USD	1057766	0	1057766	USD1C	0.0000	0.00	
SCHOOLS	1057766	0	1057766	USD1C	7.1170	7528.12	
AD VALOREM TOTALS					10.8932	19984.58	

NON-AD VALOREM ASSESSMENTS

PURPOSE	AMOUNT \$
SOLIDWASTE	0.00
STORMWATER	442.00
NON-AD VALOREM TOTALS	442.00

REMARKS:

IF PAID BY:	NOV 30 2015 4% DISC	DEC 31 2015 3% DISC	JAN 31 2016 2% DISC	FEB 29 2016 1% DISC	MAR 31 2016 GROSS AMT	APR 30 2016 INT & FEES*
PLEASE PAY: \$	19610.28	\$ 19614.56	\$ 20016.03	\$ 20223.11	\$ 20427.38	\$ 21054.20

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

Please detach and return bottom section with payment. This becomes a receipt after validation.

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

PROPOSAL

10-22-16

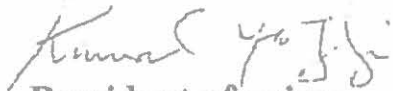
Job Ref : Maria bakery, lives bar & Grill
323 E. Bay St
JAX , Florida

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

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




Total proposal design & construction work \$158,595.00

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



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

EXISTING WALL LEGEND

-  EXISTING 8" EXTERIOR BLOCK CMU WALL W/4" FUR OUT
-  EXISTING 4" INTERIOR WALL UP TO SECOND FLOOR DECK
-  EXISTING 2-HR RATED WALL, 8" BLOCK CMU ADJACENT W/FUR OUT WALL

SCOPE OF WORK:

REMODELING EXISTING BAKERY, BAR & RESTAURANT FOR DIFFERANT OWNERSHIP .

- TAKING OFF PART OF THE EXISTING BAR COUNTER
- INSTALL NEW CHECK OUT COUNTER
- INSTALL NEW EQUIPMENTS
- INSTALL NEW HOOD AND FIRE SUPPRESSION SYSTEM
- INSTALL NEW ELECTRICAL RECEPITS FOR NEW EQUIPMENTS.
- INSTALL NEW PLUMBING FOR EXISTING PLUMBING FIXTURES
- INSTALL NEW FIRE SPRINKLER SYSTEM

APPLICABLE CODE:

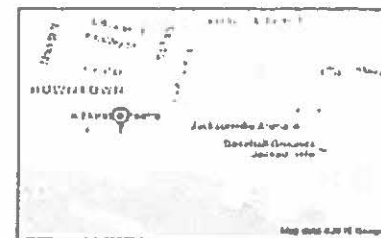
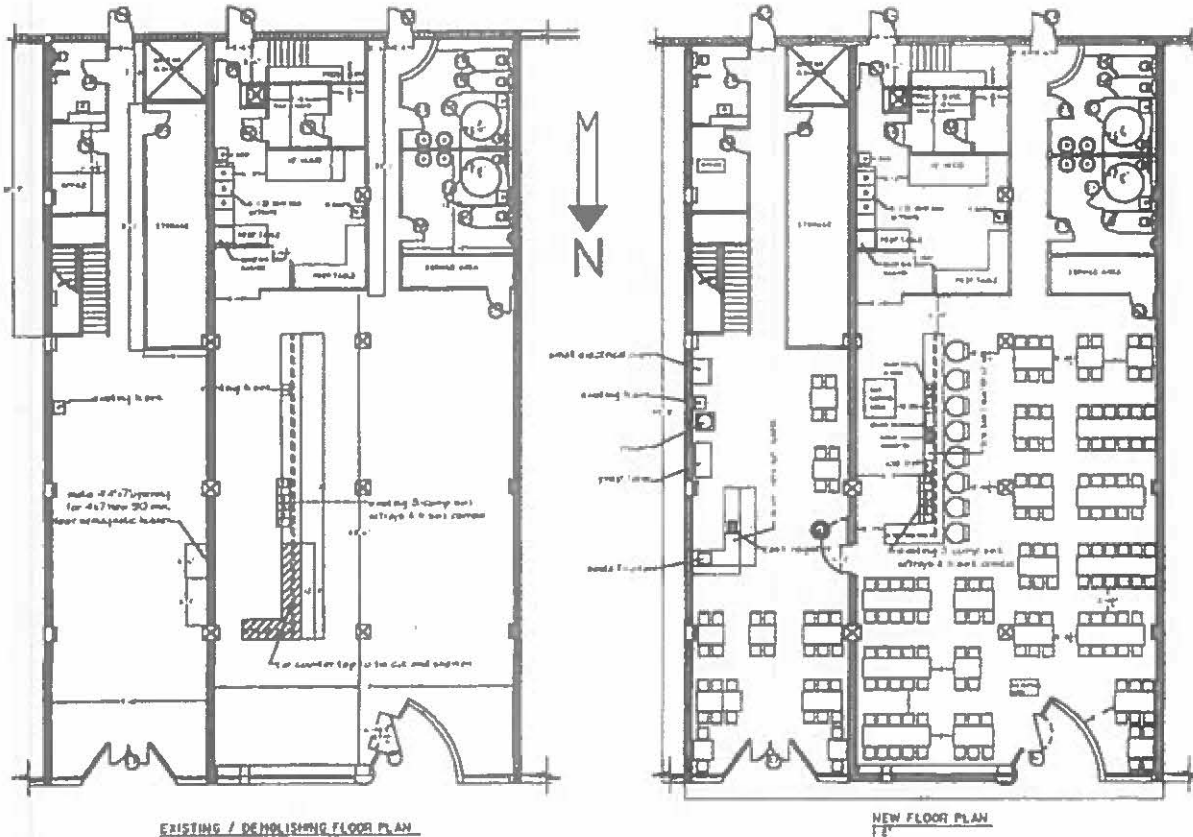
- FLORIDA BUILDING CODE 2014, 5TH EDITION
- FLORIDA PLUMBING CODE 2014, 5TH EDITION
- FLORIDA MECHANICAL CODE 2014, 5TH EDITION
- NATIONAL ELECTRICAL CODE 2011
- FLORIDA FIRE PREVENTION CODE FIFTH EDITION , BASED ON NFPA 13 FIRE CODE, 2013 EDITION & NFPA 90A, 2013 EDITION SAFETY CODE, 2012 EDITION.

EXISTING/NEW DOOR SCHEDULE

DOOR NO	SIZE	MATERIAL	HARDWARE
D1	5' 0" x 7'	6061 ALUMINUM	PUSH PLATE w/ LOCK CLEARANCE & HAND GRIP
D2	5' 0" x 6' 6"	6061 ALUMINUM	PUSH PLATE w/ LOCK CLEARANCE & HAND GRIP
D3	5' 4" x 6' 6"	HOLLOW METAL	PUSH PLATE w/ LOCK CLEARANCE & HAND GRIP
D4	5' 0" x 6' 6"	HOLLOW METAL	PUSH PLATE w/ LOCK CLEARANCE & HAND GRIP
D5	5' 0" x 6' 6"	HOLLOW METAL	S.S. PLATE
D6	5' 0" x 6' 6"	HOLLOW METAL	W/ 1/2" LOCK CLEARANCE
D7	5' 0" x 6' 6"	HOLLOW METAL	PUSH PLATE w/ LOCK CLEARANCE & HAND GRIP
D8	5' 0" x 6' 6"	HOLLOW METAL	W/ 1/2" LOCK CLEARANCE
D9	5' 0" x 6' 6"	HOLLOW METAL	W/ 1/2" LOCK CLEARANCE
D10	5' 0" x 6' 6"	HOLLOW METAL	W/ 1/2" LOCK CLEARANCE
D11	5' 0" x 6' 6"	F LAMINATED GLASS	W/ 1/2" LOCK CLEARANCE
D12	2' 4" x 6' 6"	F LAMINATED GLASS	W/ 1/2" LOCK CLEARANCE
D13	4' 2" x 6' 6"	HOLLOW METAL	S.S. PUSH PLATE w/ 1/2" LOCK CLEARANCE & HAND GRIP

CODE SUMMARY

- CONSTRUCTION TYPE **CB** WITH FIRE RESISTIVE SYSTEM
- BUT HAS EXISTING FIRE ALARM
- 1ST FLOOR IN LOW STORY BUILDING 5020 SQ FT
- THE BUILDING IS 100 % H.C. ACCESSIBLE
- OCCUPANCY **A2** ASSEMBLY
- OCCUPANCY LOAD CALCULATED AS FOLLOWING
- SEATING AREA 2900 SQ FT / 105 SEATS
- OFFICE 70 SQ FT / 100 = 1
- STORAGE AREA & WALK-IN COOLERS 350 SQ FT / 300 = 2 OCCUPANTS
- PREP. & KITCHEN AREA 365 / 200 = 1.8 OCCUPANTS
- TOTAL OCCUPANCY = 108 + 1 + 2 + 1.8 = 112.8 OCCUPANTS



VICINITY MAP

PDC
ENGINEERS
DESIGNERS
PLANNERS

PRISM DESIGN & CONST., INC.

5488 RIVER TRAIL RD S.
JACKSONVILLE, FL 32277
PH (904) 465-3215

DESIGN BY
AT

DESIGN BY
LAHAL YAZJI, P.E.
PER 01-2
S.L.B. DATE 10-24-18
JAL-FL 32777
904-465-3215

DATE
10-22-18

SCALE
1/8" = 1'-0"

MAP
MAKER, LINES BAR & GRILL
P/W
JAMES PRITCHARD ARCHITECT LLC
551 E. BAY ST
JACKSONVILLE, FL 32202

AT
P.A. SIGN / DEMOLISHING
FROM FLOOR PLAN



Downtown Investment Authority

MEMORANDUM

TO: Downtown Investment Authority Retail Enhancement Committee

THROUGH: Oliver Barakat, Chair

FROM: Guy Parola, Operations Manager

RE: Retail Enhancement Program Boundaries

DATE: July 10, 2019

In 2014, the City Council funded the Downtown Retail Enhancement Program through its adoption of Ordinance 2014-0389. The City seeded the Program with \$750,000 from the Downtown Economic Development Fund. In 2015, the Program was absorbed into the Business Investment and Development Plan. Through this absorption, the DIA Board has the authority to amend the program, including its boundaries. What is being brought before the REP Committee for consideration is an expansion of the Program boundaries.

The current Program boundaries are identified in Attachment 'A' to this memorandum. The attachment also illustrates existing, under construction and planned residential, as well as buildings that could house future users of the Program should its boundaries be expanded.

Staff is suggesting a westerly expansion of the Program boundaries into LaVilla, the exact boundaries of which is the discussion point for the Committee.

Attachment: 'A' Boundary and Building Map



RETAIL ENHANCEMENT PROGRAM POTENTIAL EXPANSION AREAS

LEGEND

- POTENTIAL R.E.P. USER PROPERTIES
- RESIDENTIAL: EXISTING, PLANNED OR UNDER CONSTRUCTION
- RETAIL ENHANCEMENT PROGRAM BOUNDARY



Downtown Investment Authority

MEMORANDUM

TO: Downtown Investment Authority Retail Enhancement Committee

THROUGH: Oliver Barakat, Chair

FROM: Guy Parola, Operations Manager

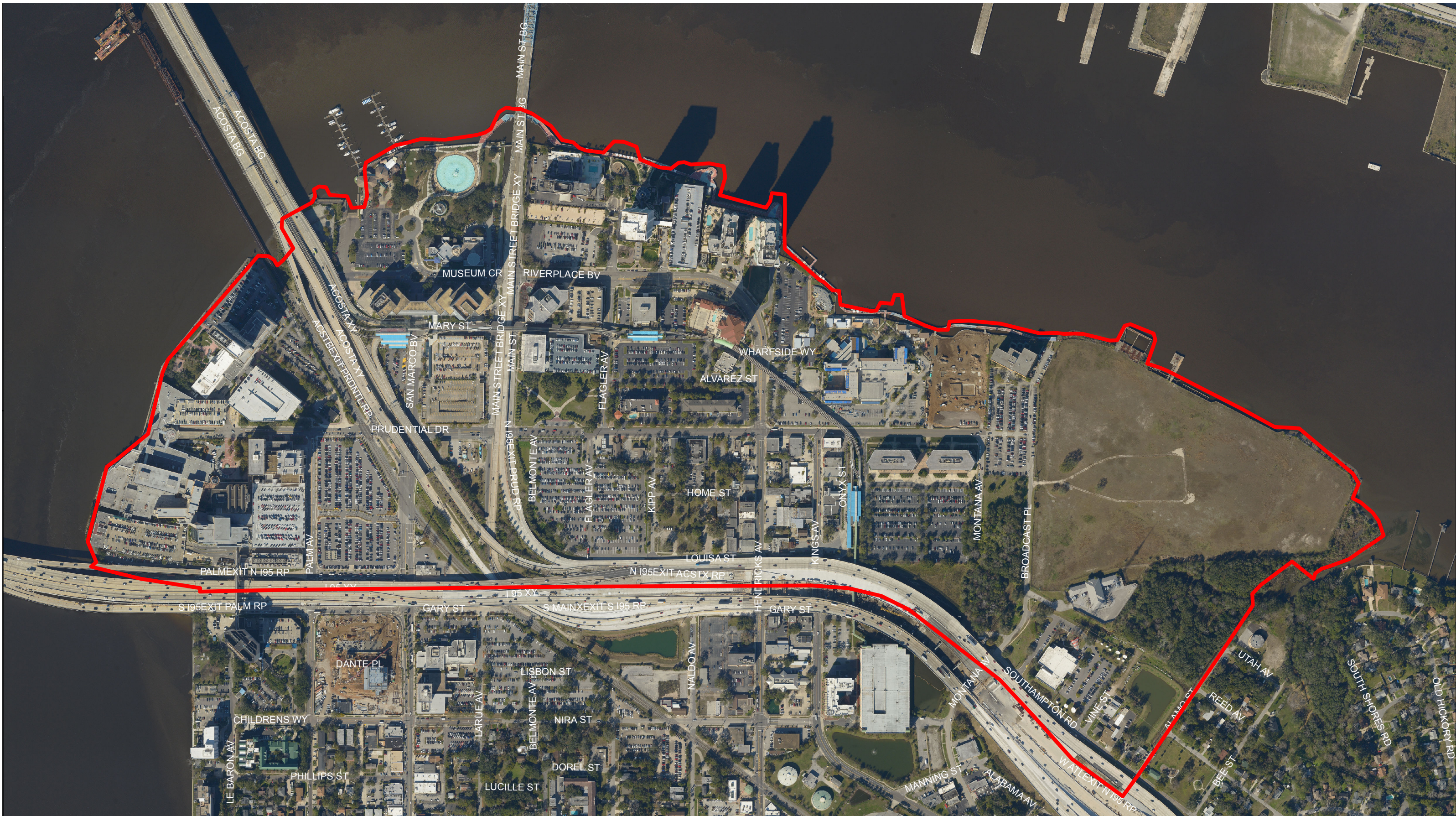
RE: Southside Retail Enhancement Program

DATE: July 10, 2019

In October 2017, the Downtown Investment Authority through City Council funded a Southside Downtown Retail Enhancement Program as part of the FY 17 budget appropriation. The DIA seeded the Program with \$250,000 from the Southside Tax Increment Fund. Although the Program was essentially created by virtue of funding, at that time staff did not define the parameters within the Business Investment and Development Plan.

The purpose of this memorandum is to prompt the Committee to adopt into the Plan a Retail Enhancement Program for the Southside, with the Program boundaries collinear with the Southside CRA. The Program will mirror in requirements and process the Northbank Retail Enhancement Program.

Attachment: 'A' Southside REP Boundary



SOUTHSIDE RETAIL ENHANCEMENT PROGRAM BOUNDARY MAP

LEGEND

 SOUTHSIDE BOUNDARY