



Downtown Investment Authority Agenda

**Hybrid Virtual In-Person Meeting
Wednesday, November 18, 2020 at 2:00 p.m.**

MEMBERS:

Ron Moody, Chairman
Braxton Gillam, Esq, Vice Chairman
Carol Worsham, Secretary
William Adams, Esq., Board Member
Oliver Barakat, Board Member

Jim Citrano, Board Member
Todd Froats, Board Member
Craig Gibbs, Esq., Board Member
David Ward, Esq., Board Member

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. COMMUNITY REDEVELOPMENT AGENCY

- A. October 14, 2020 Community Redevelopment Agency Meeting Minutes
- B. Resolution 2020-11-01: Notice of Disposition River city
- C. Resolution 2020-11-02: REV Grant Term Sheet – Lot J

IV. DOWNTOWN INVESTMENT AUTHORITY

- A. October 14, 2020 Downtown Investment Authority Board Meeting Minutes
- B. Resolution 2020-11-03: Allocation of Development Rights- Lot J
- C. Resolution 2020-11-04: DIA Bylaw Amendment

V. NEW BUSINESS

VI. PRESENTATIONS

- A. Consolidated Downtown Development of Regional Impact Abandonment: CHW
- B. Steve Kelley, Director of Downtown Real Estate and Development

VII. CEO INFORMATIONAL BRIEFING

VIII. CHAIRMAN REPORT

IX. ADJOURN

Please be advised that this will be a hybrid virtual in person meeting. Attendees may participate in person or virtually.

PHYSICAL LOCATION

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

[CONTINUED ON FOLLOWING PAGE]

At present, all visitors are subject to a COVID-19 screening upon entering a City of Jacksonville building. In addition, a mandatory face covering requirement is in place for all public buildings pursuant to Emergency Executive Proclamation 2020-005.

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

VIRTUAL LOCATION

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

Join Zoom Meeting

<https://zoom.us/j/94032101658?pwd=SkZQdlEwZHJLOFJ4NHNXeVgvUHZUZz09>

Meeting ID: 940 3210 1658

Passcode: 418156

One tap mobile

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

+1 (312) 626-6799 (Chicago)

Find your local number: <https://zoom.us/u/abPIB2san6>

Public Comment

Persons attending this meeting in-person or via Zoom will be given an opportunity to provide public comment during the designated public comment period. Interested persons who cannot attend this Hybrid meeting but who wish to submit public comments to be read during the public comment portion of the meeting regarding any matter on the agenda for consideration at the meeting may do so by emailing [Ina Mezini](mailto:Ina.Mezini@coj.net) at RMezini@coj.net up to 2:05 p.m. on November 18th, 2020. Public comments submitted by email must be received no later than 2:05 p.m. on November 18th, 2020; comments will be read during the public comment portion of the meeting. The meeting agenda and materials can be obtained electronically at <https://dia.coj.net/Meetings/Upcoming-Meetings/DIA>.



Downtown Investment Authority
Hybrid Meeting
Wednesday, November 18, 2020 – 2:00 p.m.

Community Redevelopment Agency
MEETING MINUTES

DIA Board Members: Ron Moody, Chairman; Braxton Gillam, Esq., Vice Chairman; Carol Worsham, Secretary; Oliver Barakat; Craig Gibbs, Esq.; David Ward, Esq., (non-voting member participating via Zoom); Jim Citrano; Bill Adams, Esq.; and Todd Froats.

DIA Board Members Excused: None

Mayor's Staff: None

Council Members: Council Member LeAnna Cumber, District 5

DIA Staff: Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Development; John Crescimbeni, Contract and Regulatory Compliance Manager; Guy Parola, Operations Manager; Lori Radcliffe-Meyers, Redevelopment Coordinator; Jackie Mott, Financial Analyst; and Ina Mezini, Marketing and Communications Specialist.

Office of General Counsel: John Sawyer, Esq.

I. CALL TO ORDER

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

Chairman Moody provided a statement regarding procedures for the virtual meeting.

Chairman Moody announced each DIA Board Member and DIA staff present.

II. PUBLIC COMMENTS

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

Nancy Powell
Natalie Rosenberg
Ginny Myrick

Downtown Development, Lot J
Downtown Development, Riverfront Accessibility
Christmas in the Cathedral District Presentation

III. COMMUNITY REDEVELOPMENT AGENCY MEETING

A. OCTOBER 14, 2020, APPROVAL OF THE COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES

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

Motion: Vice Chair Gillam moved to approve the minutes as presented

Seconded: Board Member Froats seconded the motion

Vote: Aye: 8 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 8-0-0

B. RESOLUTION 2020-11-01: NOTICE OF DISPOSITION RIVER CITY

A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER (“CEO”) OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) TO NEGOTIATE AND ENTER INTO A REDEVELOPMENT AGREEMENT FOR THE CONVEYANCE OF AN APPROXIMATELY 3.43 ACRE PARCEL OF CITY-OWNED REAL PROPERTY LOCATED GENERALLY BETWEEN MUSEUM CIRCLE AND THE ST. JOHNS RIVER, BETWEEN ST. JOHNS RIVER PARK AND MOSH ON THE EAST AND ST JOHNS MARINA BOAT RAMP AND THE ACOSTA BRIDGE ON THE WEST, AS MORE FULLY IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBERS 080270-1000 AND 08270-1001 TOGETHER WITH A PORTION OF PARCEL 080269-0500, COLLECTIVELY “THE PROPERTY”; APPROVING THE TERMS AND CONDITIONS OF SAID DISPOSITION INCLUDED AS EXHIBIT ‘B’; FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; AUTHORIZING THE CEO TO INITIATE THE FILING OF LEGISLATION WITH THE CITY COUNCIL REGARDING THE SAME; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION, INCLUDING THE EXECUTION OF A REDEVELOPMENT AGREEMENT, PURCHASE AND SALE AGREEMENT, OR FUNCTIONAL EQUIVALENTS; PROVIDING FOR AN EFFECTIVE DATE.

Chairman Moody gives the floor to Lori Boyer, Chief Executive Officer, to introduce the resolution followed by Board Member Worsham to comment on the Retail Enhancement and Property Disposition Committee meeting that took place yesterday, November 17th.

CEO Boyer provided an update on the October resolution regarding Related Group’s proposal to develop multifamily units on the property currently occupied by the River City Brewing Company restaurant. CEO Boyer added that a recommendation was brought to the REPD Committee yesterday that approved the offer of Related Group and included a term sheet with minor changes.

Board Member Worsham summarized discussion from the REPD Committee meeting. The committee went over the construction schedule, permitting, the right of refusal for the MOSH property, and changes to the timeline. The committee voted unanimously to proceed in taking those items up with the developer.

CEO Boyer detailed the new dates established in the performance schedule, adding that the goal was to compress the schedule and provide language typical to DIA redevelopment agreements which allows the CEO to grant extensions at their own discretion.

Mr. Diebenow noted that Related Group was not open to having the restaurant that exists today continue on post-closing and suggested an agreement where the developer works with the current lessee to maintain operations until demolition.

CEO Boyer raised a point of concern with having a vacant, deteriorating building, for an extended period and suggests adding language to the redevelopment agreement that keeps the restaurant in operation or allows for its prompt demolition.

Mr. Diebenow noted that the date under Final Design is incorrect and should be September 30th, not September 31st.

CEO Boyer summarized the right of first refusal language as detailed below:

- It is not only the price paid for the land, but also the value of newly constructed improvements and the tax benefits that yields for the City.
- The right of first refusal is limited to a period of ten years from the effective date of the RDA. It is only in effect if the site is made available for private commercial redevelopment.
- It is not applicable to any sale, lease, or redevelopment for civic use, park space, or other use that the public is invited to visit.
- The CEO is authorized to further negotiate the terms of the ROFR with the developer and bring back any material changes to the board for approval.

CEO Boyer stated that the maintenance requirement did not change. This requirement specifies that 10 percent of Annual Project Revenue as defined in REV Grant situations would be dedicated to enhanced maintenance of the fountain and the park.

CEO Boyer stated that the language requests for COJ to also provide \$50,000 per year to enhance maintenance contract services which will be on top of the normal parks maintenance and not in lieu of normal parks maintenance.

Mr. Diebenow noted that his firm is not prepared to talk about the language of the right of first refusal nor has the developer agreed to the language and that it should be revisited in December.

Board Member Worsham agreed that it is a continuing point of discussion and the committee is comfortable with allowing CEO Boyer and the developer to come to terms before bringing it back to the board for final approval.

Mr. Diebenow suggested striking Item 2 from the term sheet and replacing it with language that allows for the general contractor to secure a performance bond and the developer provide its construction

lender with a completion guarantee for the satisfactory completion of all activity within the agreement.

Mr. Kelley clarifies that this would make the lender the direct beneficiary of such bond, but that their interest would be aligned with the DIA's. Mr. Kelley also notes that it adds a completion guarantee of the developer which the lender would be responsible for enforcing, not the DIA.

Mr. Diebenow asked for the language in Item 5 to be changed from "Every effort shall be made..." to "Commercially reasonable effort shall be made..." regarding continuous operation of the docks, transient rentals, and fuel service throughout redevelopment.

Seeing no further comments, Chairman Moody calls for a motion for Resolution 2020-11-01 as revised and presented.

Motion: Board Member Worsham moved to approve Resolution 2020-11-01 as presented

Seconded: Board Member Barakat seconded the motion

Vice Chair Gillam asked for clarification on the amended resolution. CEO Boyer replied that the resolution is not being amended, the changes are with the terms of the term sheet and follows with a summary of the proposed changes as mentioned previously.

Chairman Moody brings Resolution 2020-11-01 to the floor for discussion.

Board Member Adams suggested, in regard to the change in performance bond language, giving the COJ third-party beneficiary rights so that it would be able to enforce the completion requirement and benefit from the bond in the event the developer defaults. Board Member Adams also suggested that granting the developer the right of first refusal should be optional, not mandatory, as to prevent a barrier that will restrict the COJ's ability to dispose of its assets at will.

Board Member Gibbs also expressed concern for the right of first refusal.

Vice Chair Gillam also expressed concern for the right of first refusal. Vice Chair Gillam noted the maintenance requirement is for 10 percent of the Annual Project Revenue which is 40 percent of the revenue the City will receive for 20 years.

Vice Chair Gillam clarified with CEO Boyer that the \$50,000 a year for maintenance provided by the COJ will come from General Fund money. CEO Boyer adds that the funds for maintenance total 125,000 which allows for hiring both a full-time groundskeeper and a three- or four-day-a-week fountain maintenance.

Vice Chair Gillam agreed with Board Member Adams that the DIA should be a co-obligee to the performance pond to ensure enforcement rights.

Board Member Froats asked the staff to ensure that the project details protect the COJ as to avoid previous barriers. Board Member Froats suggested using REV Grants to assist with private development and reminded attendees that the DIA does not have control over the property for the next 77 years.

CEO Boyer clarified that Vice Chair Gillam proposed an amendment that the DIA would be added as an additional obligee on the performance bond or provide for an alternative commercially reasonable guarantee that completion will be provided.

Seeing no further comments, Chairman Moody calls for a vote.

Vote: Aye: 8 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 8-0-0

Board Member Citrano noted that Mr. Sawyer has confirmed that he is clear to vote in regard to filing a Form 8 for a voting conflict.

C. RESOLUTION 2020-11-02: REV GRANT TERM SHEET – LOT J

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) RECOMMENDING APPROVAL OF A MARKET RATE MULTI-FAMILY HOUSING RECAPTURED ENHANCED VALUE GRANT (“REV GRANT”) BETWEEN THE DIA AND JACKSONVILLE I-C PARCEL ONE HOLDING COMPANY; INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

Chairman Moody gives the floor to CEO Boyer to introduce the resolution followed by Board Member Barakat to comment on the Strategic Implementation Committee meeting.

CEO Boyer noted that there are no changes to the resolution and summarized the request as a 75 percent REV Grant for 20 years with a maximum total amount of 12-and-a-half million on the residential component of two mixed-use buildings to be constructed as part of the Lot J development.

Board Member Barakat clarified that the vote today will only include the REV Grant, not any other incentives or agreements regarding the Lot J development. More specifically, the REV Grant as it pertains to the residential portion of the mixed-use development, which is 400 apartment units. Mr. Kelley detailed how the staff arrived at the number of 12-and-a-half million and adds that the REV Grant is only drawn by the incremental tax value of the residential unit condominium component. Board Member Barakat stated that the committee was in general agreement, adding that there are no performance requests at the moment, but that City Council is currently discussing performance pertaining to the overall legislation. A timeframe for commencement of construction has been set for 48 months from the date of the redevelopment agreement.

Board Member Barakat detailed a presentation by Mr. Lamping provided to the committee regarding ideas that Mr. Khan has for the development of the Shipyards. Adding that, the Shipyards would not be a partnership, it would be solely Mr. Khan’s and that the success of the Lot J development would impact what happens on the Shipyards.

Seeing no further comments, Chairman Moody calls for a motion on Resolution 2020-11-02.

Motion: Board Member Gibbs moved to approve Resolution 2020-11-02 as presented

Seconded: Board Member Barakat seconds the motion

Chairman Moody opened the floor for comments from the board.

Vice Chair Gillam expressed the need for both private development and signature parks, noting that one benefits the other and vice versa.

Seeing no further comments, Chairman Moody brings Resolution 2020-11-01 to a vote.

Vote: Aye: 8 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 8-0-0

ADJOURNMENT: The Community Redevelopment Agency proceedings were adjourned by Chairman Moody at 2:55 p.m.

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



Downtown Investment Authority
Hybrid Meeting
Wednesday, November 18, 2020 – 2:55 p.m.

Downtown Investment Authority
MEETING MINUTES

DIA Board Members: Ron Moody, Chairman; Braxton Gillam, Esq., Vice Chairman; Carol Worsham, Secretary; Oliver Barakat; Craig Gibbs, Esq.; David Ward, Esq., (non-voting member participating via Zoom); Jim Citrano; Bill Adams, Esq.; and Todd Froats.

DIA Board Members Excused: None

Mayor’s Staff: None

Council Members: Council Member LeAnna Cumber, District 5

DIA Staff: Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Development; John Crescimbeni, Contract and Regulatory Compliance Manager; Guy Parola, Operations Manager; Lori Radcliffe-Meyers, Redevelopment Coordinator; Jackie Mott, Financial Analyst; and Ina Mezini, Marketing and Communications Specialist.

Office of General Counsel: John Sawyer, Esq.

CALL TO ORDER: Chairman Moody called to order the Downtown Investment Authority Board Meeting at 2:55 p.m.

IV. DOWNTOWN INVESTMENT AUTHORITY MEETING

A. OCTOBER 14, 2020, DOWNTOWN INVESTMENT AUTHORITY BOARD MEETING APPROVAL OF THE MINUTES.

Seeing no comments, Chairman Moody calls for a motion.

Motion: Vice Chair Gillam moved to approve the minutes as presented
Seconded: Board Member Gibbs seconded the motion

Seeing no comments, Chairman Moody calls for a vote.

Vote: Aye: 8 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 8-0-0

B. RESOLUTION 2020-11-03: ALLOCATION OF DEVELOPMENT RIGHTS – LOT J

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ALLOCATING FIVE HUNDRED (500) UNITS OF MULTI-FAMILY, TWO HUNDRED AND FIFTY (250) HOTEL ROOMS, FIFTY THOUSAND (50,000) SQUARE FEET OF OFFICE, AND TWO HUNDRED THOUSAND (200,000) SQUARE FEET OF COMMERCIAL ENTITLEMENTS TO JACKSONVILLE I-C PARCEL ONE HOLDING COMPANY (“DEVELOPER”); ALLOCATING THESE ENTITLEMENTS FROM THAT APPROXIMATELY NINETY-FOUR (±94) ACRE AREA COMMONLY REFERRED TO WITHIN THE CONSOLIDATED DOWNTOWN DEVELOPMENT OF REGIONAL IMPACT (“DRI”) AS “THE SHIPYARDS, METROPOLITAN PARK AND LOT J” FOR USE ON THAT PROPERTY COMMONLY REFERRED TO AS “LOT J”, AS MORE FULLY ILLUSTRATED BY EXHIBIT ‘A’ TO THIS RESOLUTION; UTILIZING THE “SHIPYARDS LAND USE TRANSPORTATION/TRADE-OFF MATRIX” WITHIN THE DRI DEVELOPMENT ORDER TO EFFECTUATE THE CONVERSION OF ONE HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED AND FORTY-FOUR (166,444) SQUARE FEET OF GENERAL OFFICE ENTITLEMENTS TO ONE-HUNDRED THOUSAND SQUARE FEET OF COMMERCIAL ENTITLEMENTS; PROVIDING THAT ANY UNUSED ENTITLEMENTS AS OF SIXTY (60) MONTHS FROM MEMORIALIZATION OF THIS ALLOCATION OF DEVELOPMENT RIGHTS INTO AN EXECUTED REDEVELOPMENT AGREEMENT, OR FUNCTIONAL EQUIVALENT, SHALL RETURN TO THE DIA FOR FUTURE ALLOCATIONS LIMITED TO USE ON THE “SHIPYARDS, METROPOLITAN PARK AND LOT J” PROPERTY; AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO EXECUTE ANY CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

Guy Parola, Operations Manager, provided a brief presentation on Resolution 2020-11-03. Mr. Parola provided a summary on the allocation of development rights for Lot J from an overall pool of rights for the Shipyards, Met Park, and the Lot J geographic area. Specific requests include 500 multifamily units, 250 hotel rooms, 50,000 square feet of office, and 200,000 square feet of commercial. The summary also notes that 100,000 square feet of commercial is going to be derived from a conversion of development rights, then briefly details some of the balance of entitlements that would be left over and applied to the balance of the Lot J, Shipyards, and Metropolitan Park property.

Mr. Parola’s presentation concludes.

Seeing no further comments, Chairman Moody calls for a motion.

Motion: Boardmember Gibbs moved to approve Resolution 2020-11-03 as presented
Seconded: Vice Chair Gillam seconded the motion

Board Member Barakat reiterated the need for a holistic and strategic approach to development in this part of downtown, as expressed by community groups such as Riverfront Parks Now.

Seeing no further comments, Chairman Moody calls for a vote.

Vote: Aye: 8 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 8-0-0

C. RESOLUTION 2020-11-04: DIA BYLAW AMENDMENT

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AMENDING SECTION 6.4 (QUORUM) OF THE DIA BYLAWS; DIRECTING BYLAWS TO BE AMENDED; AND PROVIDING FOR AN EFFECTIVE DATE.

John Crescimbeni, Contract and Regulatory Compliance Manager, provided a brief explanation of the proposed amendment to Section 6.4 (Quorum) of the DIA bylaws. Mr. Crescimbeni communicated that the revision would permit the board to continue operating in a format that allows for board members to participate and vote in meetings, provided there is an extraordinary circumstance as determined by the board.

Mr. Crescimbeni’s introduction of the resolution concludes.

Seeing no further discussion, Chairman Moody calls for a motion.

Motion: Board Member Worsham moved to approve Resolution 2020-11-04 as presented
Seconded: Vice Chair Gillam seconded the motion

Board Member Gibbs requested clarification on whether notifying the Chair of virtual participation is in violation of the Sunshine Law. Mr. Crescimbeni stated that the Office of General Counsel concluded that notifying the Chair would be a one-way communication, as the Chair would not reply back in that circumstance, thus it would not be in violation of Sunshine Law.

Board Member Worsham thanked Mr. Crescimbeni for his work.

Seeing no further discussion, Chairman Moody calls for a vote.

Vote: Aye: 8 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 8-0-0

V. NEW BUSINESS

Chairman Moody read a letter, provided by Lori Boyer, Chief Executive Officer, detailing the position of the DIA concerning the potential swap of property referred to as the Shipyards for some or all of the current Metropolitan Park. The letter clarified the DIA's intention to only consider a swap of equal acreage and value, adding that the relocated park should be a major asset with equitable access and serve as a catalyst for tourism and residential growth.

Board Member Citrano expressed support for the projects developing on the Northbank and asks for patience from the community as the board works to incorporate the best interests of all parties involved.

Board Member Adams communicated support for CEO Boyer's expression of direction and notes concern over those who would not offer alternatives when opposing the proposals of others.

Board Member Worsham expressed support for a holistic approach that incorporates both private development and open space. Adding that, the board has taken into account the wishes of community groups and that there is no disagreement.

Board Member Froats expressed support for synergy between both private development and open space development.

Board Member Barakat echoed the need for an integrated approach.

VI. PRESENTATIONS

A. **CONSOLIDATED DOWNTOWN DEVELOPMENT OF REGIONAL IMPACT ABANDONMENT: CHW**

Mr. Parola provided background information regarding the presentation and notes the three ordinances pending with City Council. They are as follows:

- DRI Abandonment
- Preservation of key DRI components in the Comprehensive Plan
- Preservation of key DRI components in the Land Development Regulations

Craig Bashier of CHW detailed three key goals of the project. They are as follows:

- Abandon the DRI in a legally defensible methodology that preserved the development rights that were afforded by the DRI
- Abandon it in accordance with Florida Statutes
- Amend the Comprehensive Plan and City's Ordinance Code as to prevent gaps in regulation

Mr. Bashier described the history of the DRI program created by the Florida Legislature in 1972 and details the steps taken to simplify the regulatory procedures for development so that economic development can be enhanced.

The above concluded Mr Bashier's presentation.

Board Member Citrano asked for clarification concerning the preservation of development rights of the DIA which is then confirmed by Mr. Bashier.

B. STEVE KELLEY, DIRECTOR OF DOWNTOWN REAL ESTATE AND DEVELOPMENT

Steve Kelley, Director of Downtown Real Estate and Development, provided an initial review of an unsolicited proposal from Ms. Cinda Williams, GRI, as the representative for Mr. Willy Walker, Esq., for the purchase of a City-owned lot located two parcels east of 625 West Union Street. The offer made on the property was below fair market value and without statement of intended use. Mr. Kelley and Mrs. Boyer note that the proposal does not satisfy established guidelines and is an ongoing situation.

VII. CEO INFORMATIONAL REPORT

CEO Boyer provided the following updates regarding ongoing projects:

- The Riverfront Plaza Request For Proposal is in to procurement. January 1st is the DIA's goal for getting through the procurement process.
- The board agreed unanimously that unsolicited proposals and presentations regarding the development of a convention center on Ford on Bay should be postponed until at least January.
- The District is scheduled for a bond closing in early December and a conveyance of the City park property to the City in December as well. The DIA hopes that construction, as it relates to CRA infrastructure, will begin by February or March.
- The two-way street design conversion from one-way to two-way of Forsyth and Adams has been awarded and the contract is being finalized with the goal of beginning design efforts by the first of the year. The engineering firm Prosser Inc. won the bid.

CEO Boyer detailed a concept plan for park uses and potential park programming.

CEO Boyer notified the board that a consultant, hired by a local philanthropic organization, will be assessing both interconnectivity and programmatic connectivity between all of the riverfront parks and the riverfront park system as well as hypothetical designs for the Shipyards and Metropolitan Park.

CEO Boyer noted that public outreach regarding the BID and CRA update will be coordinated by Cantrece Jones or Ina Mezini and that the board's input will be needed for that at a later date.

CEO Boyer notified the board that they have fulfilled one of the four ethics training hours required in a calendar year, with the exception of Mr. Gibbs who has completed two of the four hours. Mrs. Boyer adds that the remaining hours must be completed by December 31st and provided instructions on how to do so.

CEO Boyer informed the board that the unveiling of the Water Street garage art is set for Monday at 5:50 p.m.

CEO Boyer informed the board that a webinar for the food and beverage incentive brought in around 20 restaurateurs with interest in downtown.

CEO Boyer noted that marketing has begun for a program set up with brokers and is scheduled for early January.

CEO Boyer informed the board that letters went out to eligible downtown building owners regarding the façade grant program and how to apply.

- A promotional video showing downtown projects that are underway is scheduled to be finished by January 1st. It will explain to both private and public stakeholders the various ongoing projects and how they connect together to augment the downtown experience.
- Parking discussion, included meter rates, will be on the agenda for December’s Strategic Implementation Committee meeting.

The above concluded CEO Boyer’s report.

Chairman Moody asked for clarification regarding the next steps for Lot J. CEO Boyer states that the DIA is comfortable in its role with overseeing review of the REV Grant and the allocation of development rights.

CEO Boyer clarified for Board Member Barakat that the Request For Proposal is for design of the 4-and-a-half acres of public space only. Site designs have been performed which determined viability of minimum functional pad sizes for private development such as an office building, hotel, residential use, etc., without hindering DIA’s ability to maximize the public space. CEO Boyer adds that the Performing Arts Center and the widening of the Laura Street corridor have been taken into consideration.

Chairman Moody provided closing remarks expressing the need to keep the long-term vision in mind and thanks DIA staff for their hard work.

VIII. ADJOURN

ADJOURNMENT: There being no further business, Chairman Moody adjourned the meeting at 4:22 p.m.

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

TAB III.A

OCTOBER 14, 2020 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES



Downtown Investment Authority
Zoom Meeting

Wednesday, October 14, 2020 – 2:00 p.m.

Community Redevelopment Agency
MEETING MINUTES

DIA Board Members: Ron Moody, Chairman; Braxton Gillam, Esq., Vice Chairman; Oliver Barakat; Craig Gibbs, Esq.; David Ward, Esq.; Jim Citrano; Bill Adams, Esq.; and Todd Froats

DIA Board Members Excused: Carol Worsham, Secretary

Mayor’s Staff: None

Council Members: Council Member LeAnna Cumber, District 5

DIA Staff: Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Development; John Crescimbeni, Contract, and Regulatory Compliance Manager; Guy Parola, Operations Manager; Lori Radcliffe-Meyers, Redevelopment Coordinator; and Ina Mezini, Marketing and Communications Specialist.

Office of General Counsel: John Sawyer, Esq.

I. CALL TO ORDER

Chairman Moody called the CRA Board Meeting to order at 2:00 p.m. and provided a statement relating to COVID-19.

Chairman Moody read an opening statement regarding authority and procedures for the virtual meeting.

Chairman Moody announced each DIA Board Member and staff present.

II. PUBLIC COMMENTS

Chairman Moody provided instruction for the public comment process.

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

Belton S. Wall
Brian Paradise
Natalie Soud
Laura Mann Magevney
Susan Aertker

River City Brewing Company Redevelopment
River City Brewing Company Redevelopment
River City Brewing Company Redevelopment
River City Brewing Company Redevelopment
River City Brewing Company Redevelopment

Candice Rue	River City Brewing Company Redevelopment
Steve Congro	River City Brewing Company Redevelopment
Lori Scott	River City Brewing Company Redevelopment
Natali Rosenberg	River City Brewing Company Redevelopment
Tiphonie Mattis	River City Brewing Company Redevelopment
Gabriel Dempsey	River City Brewing Company Redevelopment
Susan Caven	General Comments Regarding Riverfronts
Nancy Powell	River City Brewing Company Redevelopment, ULI “Jacksonville’s Southbank” T.A.P.

Board Member Braxton Gillam Joins Meeting

III. COMMUNITY REDEVELOPMENT AGENCY MEETING

A. SEPTEMBER 16, 2020, APPROVAL OF THE COMMUNITY REDEVELOPMENT AGENCY MEETING REVISED MINUTES

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

Motion: Board Member Gillam moved to approve the September 16, 2020 Community Redevelopment Agency Minutes as distributed to the DIA Board in the October 14, 2020 Community Redevelopment Agency Meeting Agenda Packet.

Seconded: The motion was seconded by Board Member Gibbs

Vote: Aye: 7 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 7-0-0.

B. RESOLUTION 2020-10-01: RIVER CITY BREWING COMPANY TERM SHEET AND NOTICE OF DISPOSITION

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO ISSUE A 30-DAY NOTICE OF DISPOSITION IN ACCORDANCE WITH THE NEGOTIATED DISPOSITION PROCEDURE ADOPTED BY DIA, FOR AN APPROXIMATELY 3.43 ACRE PARCEL OF CITY-OWNED REAL PROPERTY LOCATED GENERALLY BETWEEN MUSEUM CIRCLE AND THE ST. JOHNS RIVER, AND BETWEEN ST. JOHNS RIVER PARK AND MOSH ON THE EAST AND ST JOHNS MARINA BOAT RAMP AND THE ACOSTA BRIDGE ON THE WEST; AND IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBERS 080270 1000 AND 08270-1001 AND A PORTION OF

PARCEL 080269 0500; APPROVING THE TERMS AND CONDITIONS INCLUDED AS EXHIBIT ‘A’ AND EXPRESSING THE INTENTION TO DISPOSE OF SAID PROPERTY SUBSTANTIALLY IN ACCORDANCE WITH THE NEGOTIATED TERMS TO RD RIVER CITY BREWERY, LLC (THE “COMPANY”) UPON EXPIRATION OF THE THIRTY DAY NOTICE PERIOD ABSENT HIGHER RESPONSIVE OFFERS; AND FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; PROVIDING AN EFFECTIVE DATE.

At the suggestion of CEO Boyer, Chairman Moody opens matter up for public comment prior to bringing Resolution 2020-10-01 into the DIA Board for discussion. Having no further public comments, Chairman Moody brings Resolution 2020-10-03 into the DIA Board for discussion.

Having been recognized by Chairman Moody, Board Member Citrano discloses his firm’s business relationship with the Related Group, acknowledging that he has provided the required Form 8 disclosure form to the Office of General Council and CEO Boyer, which was the circulated to the DIA Board Member. Note: Office of General Counsel attorney John Sawyer, Esq., reenters the meeting at a later time in the meeting and confirms Board Member Citrano’s ability to vote on the matter.

Having been recognized by Chairman Moody, CEO Boyer presents and discusses two Resolution 2020-10-01 versions and three Term Sheet versions for consideration by the DIA Board, as summarized below:

- *Resolution 2020-10-01, Version 1: is the resolution as distributed to the board in the October 14, 2020, CRA Board Meeting Agenda Packet. In this version the Term Sheet does not return to the DIA Board for further consideration post Notice of Disposition.*
- *Resolution 2020-10-01, Version 2: is an alternative resolution as distributed to the board at the October 14, 2020, CRA Board Meeting. In this version the Term Sheet does return to the DIA Board for further consideration post Notice of Disposition.*
- *Term Sheet, Version 1: the Term Sheet as presented and approved by the Strategic Implementation Committee at their October 9, 2020 meeting, at which time the committee voted to forward the term sheet with a recommendation of approval to the DIA Board.*
- *Term Sheet, Version 2: includes the terms and conditions within Term Sheet Version 1 with the addition of a requirement that “a restaurant/bar with not less than 1,800 square feet of heated and cooled space and not less than 3,200 square feet of outdoor seating” is included in the development.*
- *Term Sheet, Version 3: includes the terms of conditions in Version 2 with the addition of completion performance dates in Section 11 of the Term Sheet, Version 3, to be included by the developer for later consideration by the DIA Board.*

- *CEO Boyer provided a summary of the Strategic Implementation Committee's actions at their October 9, 2020 meeting, summarizing the existing ground lease and confirmed the lessee's agreement with the proposed developer to relinquish their interest in the property.*
- *CEO Boyer provided a summary of the Recaptured Enhanced Value (R.E.V. Grant), restaurant completion grant contained in Term Sheet Versions 2 and 3, and the processes that will occur following action by the Downtown Investment Authority, including the Notice of Disposition process.*
- *CEO Requested that Ina Mezini share images of the Glass and Vine restaurant within Peacock Park, Miami, Florida. Speaking to those images, Ms. Boyer provided an illustration of the proposed restaurant as required in Term Sheet Versions 2 and 3.*

Chairman Moody, having confirmed that the above concludes staff's comments, brought the item into the Board for discussion. In order of Board Member acknowledged by the Chair, the following discussion occurred:

Board Member Barakat

- *Thanked developer for their inclusion of retail post Committee action and sought confirmation from the developer that the restaurant will include river views. Steve Diebenow, Esq., on behalf of the developer responded that although the exact location of the restaurant has not been determined, and acknowledging it will not be a riverfront restaurant, did confirm will be river views from the restaurant.*
- *Speaking to the existing live oak trees to the east of the site, asked if they would remain. Speaking to an aerial of the site and Friendship Fountain, CEO Boyer illustrated the preservation of a river view corridor that will be created along the east of the site.*
- *Inquired as to the source of funding for the \$500,000 Completion Grant in Term Sheet Version 2 and 3. Citing the City's Public Investment Policy, CEO Boyer confirmed those funds would be provided by the City, not the DIA. Referencing precedent for providing a 50% completion grant based on an anticipated \$1,000,000 restaurant construction cost, Board Member Barakat made an analogy to the Retail Enhancement Program.*
- *Resiliency: asked developer to explain their resiliency strategy: CEO Boyer commented that the site is almost entirely impervious surface; no increase in impervious surface. Underground fuel storage tank, being relocated to above ground at a different location that is more inland and on higher ground. Steve Diebenow, Esq., speaking on behalf of the developer explained that Related Group is typically long-term holders of property along waterfronts and are experts in resiliency development.*

- *Speaking to M.O.S.H.'s future in flux, asked for confirmation that those 30 spaces would be generally available to the public and asked if the Term Sheet versions provided such flexibility of use. Steve Diebenow, Esq., speaking on behalf of the developer confirmed that those spaces would be open for the Downtown Investment Authority / City to use as its discretion.*

Board Member Ward

- *Thanked developer for their inclusion of retail post S.I.C. action and asked if Resolution Version 2 is the most recent resolution. After confirmation from CEO Boyer that it is, CEO Boyer provides a summary of the three Term Sheet versions presented to the Board for consideration.*
- *Citing his comments at the Strategic Implementation Meeting, Board Member Ward inquired as to financing performance requirements in the Term Sheets? After a suggestion by CEO Boyer that a financing performance requirement would be more appropriate for post-Notice of Disposition discussion, Board Member Ward stated he had no further comments.*

Board Member Gibbs

- *Inquired as to the use of the 30 parking spaces by the public. CEO Boyer responded that those spaces would be to the benefit of M.O.S.H. until such time as they were no longer needed and would then be open to the public.*
- *Inquiring as to marina usage, inquired as to how many boats launch on a monthly basis from the adjoining board ramp? CEO Boyer suggested that this is one of the busiest boat ramps and further stated that there are no other boat ramps within proximity to this area.*
- *Inquired as to the business success of the River City Brewing Company restaurant. CEO Boyer responded that the lessee has only paid the base rent and not the percentage rent (i.e. additional rent) in the last 5 years. CEO Boyer explained that the percentage rent is a portion of the revenues collected above a certain threshold. Having not reached that revenue threshold for payment to the City of the percentage rent indicates underperformance of the lessee's restaurant.*

Board Member Froats

- *Reiterated the collective desire of the Board the inclusion of a public aspect (i.e., retail/restaurant) to the development.*
- *Provided a brief summary of the existing lease and its effect on redevelopment options by the City / DIA.*
- *Expressed his support of the project as presented and strongly encouraged the City Council to approve disposal of the property and thanked the Related Group for including a restaurant.*

- *Provided summary of the public accessibility to the riverfront, its connection to both Friendship Fountain and the boat ramp, and emphasized the inclusion of public slips in the marina.*
- *Asked of the developer to confirm access to the restaurant from the Riverwalk. Steve Diebenow, Esq., on behalf of the developer confirmed this accessibility.*

Board Member Citrano

- *Addressing his question to CEO Boyer, inquired about the sufficiency of the number of public parking spaces under the Acosta Bridge and the number of boat trailer parking spaces adjacent to the boat ramp post development. Responding to Board Member Citrano, CEO Boyer confirmed that there will be no net loss of boat ramp parking and that a sufficient number of public parking spaces the Acosta Bridge will remain.*
- *Inquired about public access from the Riverwalk to the proposed restaurant. CEO Boyer confirmed that there will be public accessibility between the two.*
- *Stated that boat ramp is heavily used and is pleased that it is retained and improved in the development plan.*
- *States that the development furthers DIA's objective to bring 10,000 residents to Downtown.*

Vice Chair Gillam

- *Stated that this development is an example of the utilization of tax incentives to promote better quality development than we have historically experienced.*

Councilmember Cumber, District 5

- *Stated that she had attended the Strategic Implementation Committee meeting on October 9th, had communications with the Developers, had communications with CEO Boyer, and supports the incentives.*
- *Stated that the City functionally gave the property away when it entered into a 99 year lease.*
- *Speaking generally to parking demand in the urban core, stated that the City and DIA need to encourage more walkable, bikeable and transit supportive development in lieu of parking-intensive development plans.*

Chair Moody

- *Building upon Councilmember Cumber's observation that the City functionally gave the property away by entering into the 99 year lease, reminded his fellow board member of our lack of control of the property for the next 77 years.*

- *Based on an estimated a price per square foot [\$200.00] derived from the anticipated \$1,000,000 construction cost, stated that this would be a high-quality restaurant.*

Chairman Moody opened the floor to additional public comments. Seeing no further comments, Chairman Moody brought the item into the body for a motion.

CEO Boyer reminded the Board that there are two Resolution versions and three Term Sheet versions.

Motion: Vice Chair Gillam moved to adopt Resolution 2020-10-1 Version 2 and Term Sheet Version 3, both as presented the DIA Board.

Seconded: Board Member Gibbs seconded the motion.

Prior to the vote, CEO Boyer reads Board Member Citrano’s “Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers.” Board Member Citrano’s ability to vote is confirmed by John Sawyer, Esq., of the General Counsel’s Office.

Note: Board Member Barakat acknowledged that his firm, CBRC, has performed work for the Related Group. A “Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers” for Board Member Barakat is on file.

Board Member Adams enters meeting. Citing that he had entered the meeting after discussion of the item, elected to abstain from voting.

Vote: Aye: 7 Nay: 0 Abstain: 1 (Adams)

THE MOTION PASSED 7-0-1.

C. RESOLUTION 2020-10-02: REV GRANT TERM SHEET- DORO

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY APPROVING A MARKET RATE MULTI-FAMILY HOUSING RECAPTURE ENHANCED VALUE GRANT (“REV GRANT”) BETWEEN THE DOWNTOWN INVESTMENT AUTHORITY AND JACKSONVILLE PROPERTIES I, LLC; AUTHORIZING THE CHIEF EXECUTIVE OFFICER (THE “CEO”) TO NEGOTIATE A REDEVELOPMENT AGREEMENT REGARDING SAME; AUTHORIZING THE CEO OF THE DOWNTOWN INVESTMENT TO EXECUTE SUCH AGREEMENT; PROVIDING AN EFFECTIVE DATE.

Steve Kelley, Director of Downtown Real Estate and Development, provided a summary of the development and R.E.V. Grant terms.

Total Development Costs (as presented): \$65,645,213
Total Development Cost (as underwritten): \$50,327,566

REV Requested: 65% / 15 years REV
Recommended: 65% / 15 years
REV Amount (Not to exceed): \$5,751,559

Mr. Kelley concluded and remained for questions from the Board.

Chair Moody then brought the item into the Committee for discussion. In order of Committee and Board Member acknowledged by the Chair, the following discussion occurred:

Vice Chair Gillam:

- *Stated that the site is inactive and supports the term sheet. Addressing his questions to staff, asks for confirmation of the construction costs and R.E.V. Grant value. Steve Kelley, Director of Downtown Real Estate and Development, confirms the underwritten construction costs at \$50.3 million, total construction costs as provided by the Developer at \$65.6 million, and states that the Resolution has been amended to include a R.E.V. Grant value of \$5,751,559.*

Board Member Adams

- *No questions*

Board Member Barakat

- *Expressed general frustration over Downtown vacancies and the loss of historic buildings. Stated the Downtown market is responding to reuse of historic buildings. Board Member Barakat recommended that an update of the B.I.D. and C.R.A. Plans should address use of incentives and demolition of buildings.*

Board Member Citrano

- *Addressing his question to staff, inquired as to the total parking included in the development plan. Steve Kelley, Director of Real Estate and Development, responded 289 spaces, which was then confirmed by Matthew Marshal, Vice President of Development with Rise.*

Board Member Froats

- *No Comments.*

Board Member Gibbs

- *No Comments.*

Board Member Ward

- *No Comments.*

Council Member Cumber

- *No Comments.*

Chairman Moody opened the floor to additional public comments. Seeing no further comments, Chairman Moody brought the item into the body for a motion.

Motion: Board Member Gibbs moved to approve the amended Resolution 2020-10-02 and the amended Term Sheet as provided to the Board.

Seconded: Board Member Froats seconded the motion.

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

THE MOTION PASSED UNANIMOUSLY 8-0-0.

ADJOURNMENT: Chairman Moody adjourned the Community Redevelopment Agency portion of the meeting at 3:47 p.m.

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

TAB III.B

RESOLUTION 2020-11-01: NOTICE OF DISPOSITION RIVER CITY

RESOLUTION 2020-11-01

A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER (“CEO”) OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) TO NEGOTIATE AND ENTER INTO A REDEVELOPMENT AGREEMENT FOR THE CONVEYANCE OF AN APPROXIMATELY 3.43 ACRE PARCEL OF CITY-OWNED REAL PROPERTY LOCATED GENERALLY BETWEEN MUSEUM CIRCLE AND THE ST. JOHNS RIVER, BETWEEN ST. JOHNS RIVER PARK AND MOSH ON THE EAST AND ST JOHNS MARINA BOAT RAMP AND THE ACOSTA BRIDGE ON THE WEST, AS MORE FULLY IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBERS 080270-1000 AND 08270-1001 TOGETHER WITH A PORTION OF PARCEL 080269-0500, COLLECTIVELY “THE PROPERTY”; APPROVING THE TERMS AND CONDITIONS OF SAID DISPOSITION INCLUDED AS EXHIBIT ‘B’; FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“**BID**”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; AUTHORIZING THE CEO TO INITIATE THE FILING OF LEGISLATION WITH THE CITY COUNCIL REGARDING THE SAME; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION, INCLUDING THE EXECUTION OF A REDEVELOPMENT AGREEMENT, PURCHASE AND SALE AGREEMENT, OR FUNCTIONAL EQUIVALENTS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City owns an approximately 3.43 acre parcel of real property identified by Duval County Tax Parcel Numbers 080270 1000 and 080270-1001, currently encumbered by a ground lease entered into between the City, JEDC and Maritime Concepts, LLC (“Maritime”) as its tenant on July 31, 1998, as amended, for a term of 99 years commencing August 1, 1998 (“Ground Lease”) for the property commonly known as River City Brewing Company and its associated parking lot (“Ground Lease Property”), as shown on Exhibit “A” attached hereto; and

WHEREAS, at the October 14, 2020, DIA Board Meeting, in consideration of a proposal submitted by Related Development, LLC, the DIA agreed to issue a notice of intent to dispose of the Property and solicit other proposals therefor upon certain terms and conditions (“Notice of Intent”); and

WHEREAS, the DIA, in its capacity as the Community Redevelopment Agency for the Southside Community Redevelopment Area, in accordance with Chapter 122, Jacksonville Code of Ordinances, and Chapter 163, Part III, Florida Statutes, issued the Notice of Intent to dispose of

that property commonly known as River City Brewing Company and its associated parking lot; and

WHEREAS, the purpose of the Notice of Intent was to solicit other proposals for the acquisition and redevelopment of the aforementioned Property, the minimum terms of which were included in the Notice of Intent published in the Jacksonville Daily Record on October 16, 2020; and

WHEREAS, no other proposals were received in response to the Notice of Intent; and

WHEREAS, after consideration of the proposal previously made by Related Development, LLC and the fact that no other proposals were received, the DIA staff recommended that the DIA accept the proposal of Related Development LLC; and

WHEREAS, Maritime has entered into a contract to sell its interest in the Property and improvements to Related Development, LLC or assigns (hereafter, “Purchaser” or “Developer”). The Purchaser/Developer has approached the DIA with an offer to acquire the Ground Lease Property as well as small adjacent parcels and construct new improvements thereon substantially in accordance with the terms set forth in Exhibit B. The precise boundaries and square footage of various parcels described in Exhibit B is subject to further refinement but will be substantially consistent with the term sheet attached hereto as Exhibit B; and

WHEREAS, the Developer has offered to return a portion of the Ground Leased Property to the City for use as additional park space and has requested the disposition and conveyance of a portion of Parcel 080269 0500 in exchange therefor (the Ground Lease Property less that portion to be retained by the City, plus the small additional parcels to be added to the Ground Lease Parcel are hereinafter referred to as the “Property”); and

WHEREAS, in order to determine fair value for the property pursuant to Florida Statutes Chapter 163.380(2), and as required by City of Jacksonville Code of Ordinances §122.432, the DIA has engaged an appraiser to appraise the various parcels involved in the disposition and land swap, including the value of the City’s residual interest upon expiration of the Ground Lease; and

WHEREAS, the current marina adjacent to the Ground Leased Property is owned by Maritime and they are the holder of the submerged land lease under such improvements; and

WHEREAS, the current marina is in disrepair however its use for transient boaters and the availability of fuel service near the boat ramp are of importance to the DIA and City; and

WHEREAS, pursuant to the terms of the term sheet attached as Exhibit B, the City will apply for a new submerged land lease for the marina area and become the owner of new docks to be reconstructed subject to a management agreement with the Developer for operation of the marina; and

WHEREAS, the Property is located within the Southside Community Redevelopment Area (“Southside CRA”); and

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

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

Interpreting the BID Plan and approve development and redevelopment projects within Downtown;

Implementing the BID Plan, and negotiate and grant final approval of downtown development and redevelopment agreements, grant agreements, license agreements, and lease agreements;

Plan and propose Projects and Public facilities within Downtown; and

WHEREAS, at a publicly noticed meeting held on November 17, 2020, the DIA Retail Enhancement and Property Disposition Committee (“REPD”) recommended that the DIA Board accept the proposal of Developer subject to several clarifications; and

WHEREAS, the DIA desires to enter into a Redevelopment Agreement, Purchase and Sale Agreement, or functional equivalents with Developer for the redevelopment of the Property in accordance with those minimum terms and conditions set forth in Exhibit ‘B’ to this resolution,

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

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

Section 2. The DIA finds that this Resolution furthers the following Redevelopment Goals and Strategic Objectives found in the BID Plan:

Redevelopment Goal 1. Reinforce Downtown as the City’s unique epicenter for business, history, culture, education, and entertainment by focusing efforts on many diverse attractions (such as the reconstructed marina and expanded park)

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

Strategic Objectives:

- Actively pursue a minimum of 3,850 built and occupied multi-family dwelling units by 2025; and strive to induce construction of 350 multi-family dwelling units per year.
- Leverage land contributions, infrastructure investments, incentive grants, and low interest loans.

- Evaluate new multi-family residential development with Downtown design guidelines, overall compatibility, financial feasibility, and existing Downtown residential developments
- Reconcile city plan policies and regulations to insure policy consistency and uniform application.

Redevelopment Goal No. 3

Simplify the approval process for downtown development and improve departmental and agency coordination.

Strategic Objectives

- Initiate public/private partnerships.
- Provide publicly owned land and building space for public and private development which will support and strengthen Downtown's commercial and residential base and comply with the other Redevelopment Goals.
- Increase recreation, entertainment, cultural heritage, and other programming opportunities

Redevelopment Goal No. 4

Improve walkability/bikeability and connectivity to adjacent neighborhoods and the St. Johns River while creating highly walkable nodes.

Strategic Objectives

- Protect, enhance, and increase public perpendicular access to the Riverwalk in line with street grid.
- Develop interconnected, attractive and safe pedestrian links between the Northbank and Southbank, among neighborhoods, activities, greenways and open spaces.
- Require sidewalks of sufficient width and make sure a continuous pedestrian path is available.
- Shape the sidewalks and streets through the sense of enclosure provided by buildings.

Redevelopment Goal No. 5

Establish a waterfront design framework to ensure a unique experience and sense of place.

Strategic Objectives

- Ensure that the riverfront is both physically and visually accessible for locals and tourists of all ages and income.
- Enforce the 50-foot (minimum) building setback from the St. Johns River's water edge.
- Work to obtain perpetual easements from private property owners along the St. Johns River.

- Formalize guidelines for the design and orientation of buildings and improvements that take into account surrounding buildings, structures, viewscales, public access, and waterways; design and orientation shall actively engage with the River, the Riverwalk, and riverfront
- Ensure that development and improvements along the riverfront avoid and minimize adverse impacts to the health of the St. Johns River.
- Maintain, enhance, expand, and encourage public river access for motorized and non-motorized watercraft points.

Section 3. The DIA Board hereby approves a disposition of the Property to Developer in accordance with the terms attached as Exhibit B attached hereto and made a part hereof.

Section 4. The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to negotiate the terms of a Redevelopment Agreement, Purchase and Sale Agreement, or functional equivalents, with Developer for the redevelopment of the Property, subject to the minimum terms and conditions contained in Exhibit ‘B’ to this Resolution 2020-11-01.

Section 5. The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to initiate legislation for approval by City Council of a Redevelopment Agreement, Purchase and Sale Agreements, or functional equivalents in accordance with the purposes of this Resolution.

Section 6. The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to take all action necessary to effectuate the purposes of this Resolution, including the execution of a Redevelopment Agreement, Purchase and Sale Agreement, or functional equivalents, providing that such actions incorporate, at a minimum, the terms and conditions contained in Exhibit ‘B’ to this Resolution 2020-11-01.

Section 7. This Resolution, 2020-11-01, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

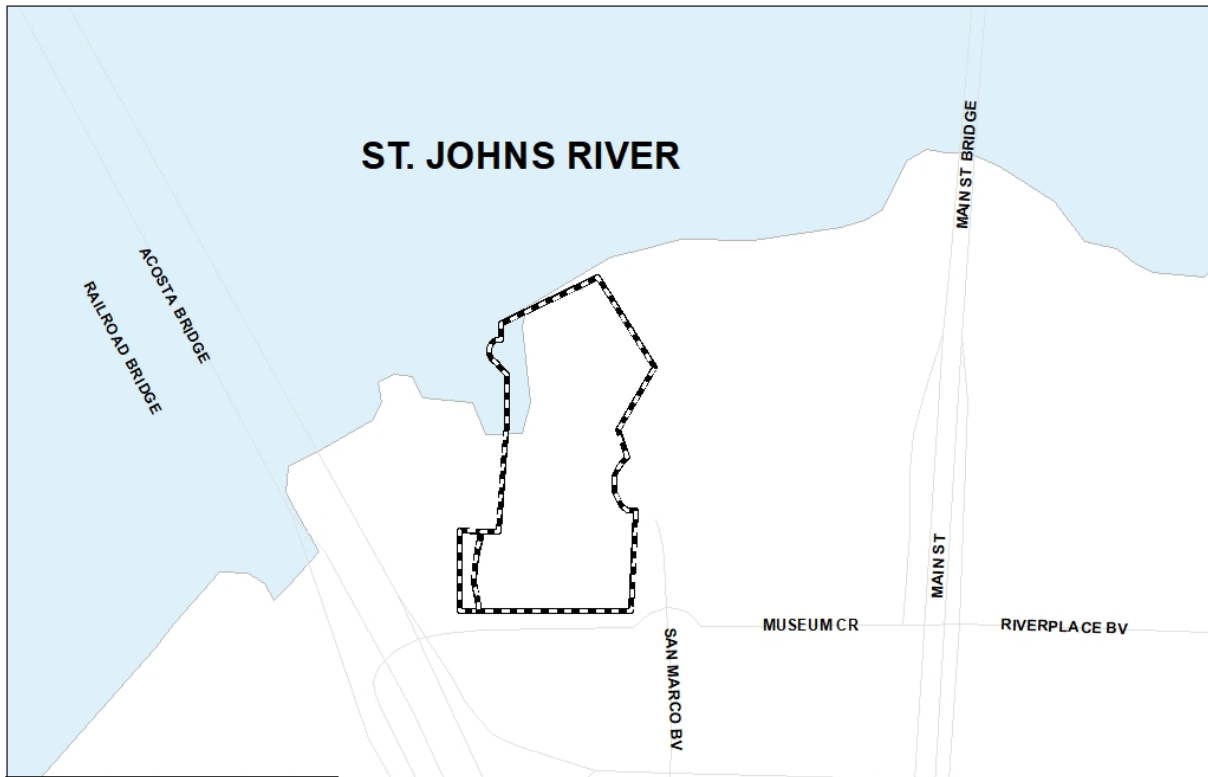
DOWNTOWN INVESTMENT AUTHORITY

Ron Moody, Chairman

Date

VOTE: In Favor: ___ Opposed: ___ Abstained: ___

Exhibit A to Resolution 2020-11-01
General Map of Property



DUVAL COUNTY TAX PARCEL NUMBER 080270 1000
AND A PORTION OF PARCEL 080269 0500.

MAP IS FOR ILLUSTRATIVE PURPOSES
AND IS NOT TO SCALE.



**Exhibit B to Resolution 2020-11-01
Summary of Terms and Conditions
Negotiated Disposition and Development
November 2020**

BACKGROUND:

The City of Jacksonville (“COJ”) and the Jacksonville Economic Development Council (“JEDC”) entered into a Ground Lease with Maritime Concepts, LLC (“Maritime”) as its tenant on July 31, 1998, as amended, for a term of 99 years commencing August 1, 1998 (“Ground Lease”) for the property commonly known as River City Brewing and its associated parking lot (“Property”). The lease term has 77 years remaining. The Ground Lease requires Maritime to pay Base Rent in the amount of \$40,000/year for the remainder of the term together with a % rent based on sales over a floor (which has never been reached). No ad valorem tax is currently paid on the land subject the Ground Lease however tax is paid on the Improvements and sales tax is generated and there are approximately fifty (50) jobs attributable to the business on site with applicable economic benefits to COJ. Maritime is obligated to make thirty (30) spaces within the parking lot available for the Museum of Science and History (“MOSH”), the City’s ground lessor. The restaurant building and all personal property, and the docks were conveyed directly to Maritime as owner and Maritime is currently the holder of the Submerged Land Lease (“SLL”) with the State of Florida (“State”) on which the docks are located. The Ground Lease contains very few obligations regarding the operation of the business or maintenance of the improvements on the site and COJ and the Downtown Investment Authority (“DIA”) (as successor to the JEDC) has little recourse regarding the current condition of the docks or any deterioration of the improvements, including the restaurant. Maritime has a right of first refusal in the event the COJ/DIA elects to sell the Property.

Maritime has entered into a contract to sell its interest in the Property and improvements to RD River City Brewery, LLC (hereafter, “Purchaser” or “Developer”). The Purchaser/Developer has approached the DIA with an offer to acquire the Property and construct new improvements thereon substantially in accordance with the terms below. The precise boundaries and square footage of various parcels described below is subject to further refinement but will be substantially consistent with the proposal below.

GROUND LEASE

The Ground Lease shall be terminated. Developer shall enter into a contract with Maritime to terminate the Ground Lease and Maritime shall waive its right of first refusal. Developer shall enter into a purchase agreement with COJ to purchase the fee interest in the Conveyed Land (as described in detail below), including the Property, and COJ/DIA shall consent to the termination of the Ground Lease.

LAND CONVEYANCE AND SWAP

Real Property Subject to Current Lease to be Retained by COJ (“Retained Land”):

1. Upon termination of the Ground Lease as described above, COJ shall retain the .315 acre (13,728 square foot) property described as Parcel B and the .06 acre (2,648 square foot) property described

as Parcel D, and the .101 acre (4,356 square foot) property described as Parcel G (as defined below) (collectively, the “Retained Land”).

2. COJ shall provide necessary easements for the Underground Storage Tank (“UST”) that may be located on the property described in Parcel B to serve the Marina together with access thereto or COJ may relocate the storage tank to COJ property adjacent to the boat ramp to a location mutually agreed to by Developer and COJ.
3. COJ shall retain the fee title to a 25’ wide strip of property parallel and adjacent to the bulkhead along dimension L11 on Parcel C, subject to an air rights agreement in favor of Developer prohibiting the construction of vertical improvements greater than 6 feet in height other than landscaping, cultural art pieces, lighting fixtures and signage within the retained strip (“Parcel G”).

Leased Property to be Conveyed in Fee (collectively, with property described below, “Conveyed Land”):

1. Parcel C which consists of the Ground Leased Property less and except Parcels B, D, and G
2. Parcel C conveyed subject to deed restriction requiring the provision of thirty (30) parking spaces at mutually agreed locations on levels 1 and 2 of the garage for City use (“MOSH Parking Spaces”) and an obligation for Developer, or its assigns, to maintain all Improvements in Class A condition, repair casualty damage, or demolish and restore to grassed site .

Additional COJ Property to be Conveyed in Fee (collectively, with property described above “Conveyed Land”):

1. Parcel E less and except a portion of the northerly edge thereof (Approximately 20 feet wide as depicted on the site plan) and that portion along the western half of Parcel E which is north of the Durand Street ROW.

Additional Access Easement to be Provided over COJ Property

1. COJ shall retain ownership of Parcel F , the former Durand Ave. right of way, as well as a portion of Parcel E, but shall provide Developer an easement for access over said retained property to provide access to the Project loading spaces and trash pickup, and relocated fuel tank for operation of the marina fuel service

SUBMERGED LAND LEASE

Developer shall enter into a contract with Maritime to amend the SLL or enter into a new SLL with the State in order to ensure uninterrupted operation, subject to the existing terms of the SLL, of the current dock post-closing. Any interest COJ has in the existing SLL shall be terminated.

Developer and/or COJ may apply for a new SLL with the State on RE#080270 1500. COJ and Developer to enter into a new, mutually agreed upon, sublease and/or management agreement regarding the docks and marina (“Marina”). Developer shall retain ownership of the current docks as may be necessary to ensure uninterrupted service until such time as new docks are to be constructed and a new SLL is issued to COJ.

DEVELOPER OBLIGATIONS

1. Developer shall design and construct a minimum of 325 Class A multi-family units, including a Ship's Store, a restaurant/bar with not less than 1,800 square feet of heated and cooled space and not less than 3,200 square feet of outdoor seating, and approximately 500 structured parking spaces with a minimum capital investment of \$80,000,000 (including acquisition), with a minimum construction cost of \$70,000,000 substantially as depicted in the site plan attached as Exhibit 1 (the "Project"). It is anticipated that the Project will be delivered simultaneously with Riverwalk, Sidewalk and Marina improvements described herein.
2. The Developer shall provide a performance bond or other form of security for the satisfactory completion of all development activity contemplated by this agreement in an amount equal to the total development costs, and in a form approved by the DIA.
3. The Developer shall take title to the Conveyed Land consistent with terms to be included in the RDA, and construct, as part of the Project, a structured parking garage on a portion of the Conveyed Land. Developer will ensure that the MOSH Parking Spaces shall be available for use by the general public visiting the COJ's tenant MOSH, or such other entity as the City may direct. During construction of the Project the MOSH Parking Spaces shall be provided under the Acosta Bridge or at some other mutually agreed upon location.
4. Developer, and/or its assigns shall construct, and a professionally recognized marina developer, manager and/or contractor) shall operate, a Ship's Store with a minimum of 1,000 square feet to be located on the Conveyed Land and proximate to the boat ramp for so long as the boat ramp remains in operation. The Ship's Store shall be open daily from 8am to 6pm in order to sell sundries, ice, and other necessities for patrons of the Marina and boat ramp. Developer shall spend a minimum of \$300,000 to complete the Ship's Store.
5. Developer, and/or its assigns (i.e. a professionally recognized marina developer, manager and/or contractor) shall manage and execute the re-construction of "A" Dock in accordance with COJ and Developer approved plans and pay all costs in excess of \$1,143,807 to reconstruct "A" Dock ("Excess Marina Costs"). Construction shall be performed by Developer, and/or its assigns, pursuant to a contract with the COJ similar to Palm Ave and Forest Street. All plans shall be subject to mutual approval by COJ and Developer, and/or its assigns, and shall include the fueling service location. Timing of construction and availability of facilities during construction shall be addressed in the contract. COJ shall retain ownership of the "A" Dock improvements. Every effort shall be made to maintain continuous operation of the dock, transient rentals, and fuel service throughout redevelopment.
6. Maritime will complete reconstruction of "B" Dock, subject to prior approval by COJ, prior to closing and Developer shall not have any obligation to complete "B" Dock. COJ or Developer may own "B" Dock. Provided however the City shall have no obligation to accept ownership of the "B" Dock unless "B" Dock is constructed in accordance with plans approved by the City.
7. Developer shall enter into a sublease and/or management agreement whereby Developer, and/or its assigns, shall manage the Marina to a commercially reasonable standard while retaining all revenue

from and maintenance responsibilities for the Marina. Developer shall be required to maintain insurance (other than insurance for flood or hurricane damage) on the improvements and shall promptly repair all damage or deterioration. Developer shall maintain normal operating hours for the fuel dock consistent with the Ship Shop's hours. Developer will maintain at least twenty (20) of the slips on docks owned by COJ for public transient boat rental. Developer and DIA shall mutually agree in negotiation of the Redevelopment Agreement on the location and allocation of those twenty (20) public slips between transient (not to exceed forty-eight (48) hours) and transient short-term use of four (4) hours or less.

8. Developer shall manage and execute the re-construction of an approximately 25' wide Riverwalk, including landscaping ("Riverwalk") within Parcel G. The Riverwalk shall be completed in accordance with plans approved by DIA, DDRB and COJ deemed to be consistent with the adopted Riverwalk Design Standards, and jointly agreed to by the Developer. The Riverwalk shall be open and available for public use and enjoyment located landward of the riverside edge of the bulkhead along the Saint Johns River and within property described in Parcels B, C, and G. Once completed, COJ shall retain ownership and all maintenance obligations of the Riverwalk, including the bulkhead. COJ shall maintain the Riverwalk and bulkhead in a Class "A" condition and Developer shall have the right of self-help and the ability to seek reimbursement from COJ in accordance with terms to be included in the RDA.
9. Developer shall manage and execute the re-construction of a minimum 5' wide sidewalk (to be legally described) available for public use and enjoyment ("Sidewalk") located landward of the riverside edge of the bulkhead adjacent to, and just east of, the boat ramp (to be legally described) that connects the Riverwalk to the boat ramp and within property described as Parcel C.
10. Developer shall spend a minimum of \$250,000 to complete Riverwalk and Sidewalk improvements and other improvements available for public use and enjoyment.
11. Developer shall complete construction of a park-front restaurant consisting of not less than 1,800 square feet of heated and cooled space together with not less than 3,200 square feet of outdoor dining area as part of the Project. Such restaurant shall be in a mutually agreed upon location along the boundaries of Parcels B and C. In the event Parcel B is reduced to accommodate such site, replacement land within parcel C shall be provided to the City as necessary to result in positive ROI to the City. Developer shall own the land on which the restaurant is constructed as well as the improvements. Developer, and/or its assigns (i.e. a professionally recognized restaurant developer, manager and/or contractor) shall operate the restaurant, retain all revenue therefrom and be responsible for all maintenance thereof. The restaurant shall remain in operation throughout the term of the REV grant.
12. Developer agrees to pursue all approvals with commercially reasonable efforts and to meet the following Performance Schedule:

LAND CLOSINGS

"as is" sale within sixty (60) days after (i) the execution of the RDA, but no later than July 31, 2021.

FINAL DESIGN	to start thirty (30) days after final approval of the RDA by City Council, but to be completed no later than September 31, 2021.
PERMITTING	to start thirty (30) days after Final Design is completed, but to be completed no later than June 30, 2022.
DEMOLITION	to start the earlier of (i) ninety (90) days following the closure of the restaurant operation on the premises or (ii) thirty (30) days after Permitting is completed, whichever occurs first, but to be completed no later than September 30, 2022.
COMMENCE CONSTRUCTION	to start thirty (30) days after Demolition is completed, but no later than October 31, 2022.
COMPLETE CONSTRUCTION	30 months after Commencement of Construction, but no later than April 30, 2025.

In the event developer fails to meet the Construction Completion deadline above, the REV Grant shall be reduced by 5% for every two (2) month delay, and forfeited if construction is not completed within two (2) years of the established completion date. Developer shall be entitled to extensions of the above deadlines for force majeure. As is customary, the CEO of DIA shall have the authority to grant extensions of the Performance Schedule not to exceed six (6) months in the aggregate. In the event Developer fails to Commence Construction by the deadline above, the DIA shall have the right to re-purchase all of the Conveyed Land for sixty (60) days at the same price paid by the Developer for the Ground Lease.

INCENTIVES

1. The Conveyed Land shall be conveyed through a process compliant with the DIA Disposition of Property procedures as a Negotiated Disposition with the required thirty (30) day public notice of proposed disposition.
2. COJ shall convey the Conveyed Land described above to Developer, all free of any reversionary interests, (except as provided above regarding COJ's right to re-purchase prior to Commencement of Construction as provided in the Performance Schedule above), for \$1.00.
3. DIA to provide a 75% REV Grant for the Project for a term or twenty (20) years or the termination of the Southside CRA whichever occurs first, unless COJ agrees to assume the obligations of the Southside CRA.
4. COJ/DIA to provide up \$1,143,807 to redevelop "A" Dock of the Marina subject to the SLL. Construction shall be performed by Developer, or assigns, pursuant to a contract with the COJ similar to Palm Ave and Forest Street. All plans shall be subject to mutual approval by COJ and Developer, and/or its assigns, and shall include the fueling service location. Timing of construction and availability of facilities during construction shall be addressed in the contract. COJ shall retain ownership of the "A" Dock improvements upon completion.
5. DIA to convey to Developer at the rate established by Ordinance the necessary stormwater credits for the Project to be compliant with all applicable COJ Ordinance Code requirements. Stormwater credits for the Project may be addressed in separate documents to be approved by the DIA.

6. DIA to request that COJ provide developer a completion grant for the restaurant in the amount of the lesser of \$500,000.00 or 50% of the actual construction costs of the restaurant and associated outdoor dining space.

ADDITIONAL REQUIREMENTS:

1. COJ/DIA shall grant to Developer a right of first refusal for a period of 10 years from the Effective Date of the RDA to purchase the MOSH site in the event such site is made available for private commercial redevelopment to be more fully defined in the RDA. The ROFR shall require developer to match not only the cash purchase price to be paid for the land but also to commit to construction of improvements of equal value and similar use as to that proposed, on the same or shorter performance schedule, resulting in a similar tax revenue to the City . Such right of first refusal shall not be applicable to any sale, lease or redevelopment for civic use, park space or other use in which the public is invited to visit such as a museum, aquarium, gallery, etc. The CEO shall be authorized to further negotiate the terms of the ROFR with Developer and shall bring any material changes to the Board for approval.
2. COJ/DIA agree that adequate maintenance and programming of St. Johns River Park and Friendship Fountain are instrumental to Developer's decision to develop the Property and therefore DIA and the City agree that throughout the life of the REV Grant:
 - a. 10% of the Annual Project Revenues will be dedicated by DIA to enhanced park maintenance and dedicated staff (estimated to average \$79,350 annually during the 20-year REV period, total of \$1,587,000); and
 - b. COJ will provide \$50,000 per year throughout the term of the REV grant for contract maintenance services to maintain St. Johns River Park and Friendship Fountain above the standard maintenance obligations of the City.

ROI

1. Land Swap Values:
 - a. Based on an appraisal prepared for COJ dated October 1, 2020, the appraised value of the property described as Parcel B is \$75.00/square foot or \$1,030,000.
 - b. Based on an appraisal prepared for COJ dated October 1, 2020, the appraised value of the COJ's residual interest in the property described as Parcel C is \$ 735,000.
 - c. Based on an appraisal prepared for COJ dated October 1, 2020, the value of the COJ's interest in RCBC Lease Revenue the existing lease (rental income stream) is \$659,000.
 - d. Based on an appraisal prepared for COJ dated October 1, 2020, the appraised value of the property described as Parcel D is \$75.53/square foot or \$200,000.
 - e. Based on an appraisal prepared for COJ dated October 1, 2020, the appraised value of the portion of Parcel E conveyed is \$29.76/square foot or \$162,334.
 - f. Based on an appraisal prepared for COJ dated October 1, 2020, the appraised value of the property described in Parcel G is \$29.84/square foot or \$130,000.

The net cost the COJ/DIA attributable to the Land Swap is: \$ 197,334

2. COJ Improvement costs:	
a. Marina:	\$ 1,143,807
b. Parking and entrance to boat ramp	\$ 1,650,380
3. COJ Restaurant Completion Grant	\$ 500,000
4. Developer Expenses for Public Improvements:	
a. Riverwalk and Sidewalk	\$ 250,000
b. "A" Dock	\$ TBD
c. "B" Dock	\$ TBD
5. Local Option Sales Tax	\$ 0
6. Payroll	\$ 0
7. New ad valorem revenue over 20 years	\$15,918,605
8. REV Grant	\$11,902,028

ROI of 1:05

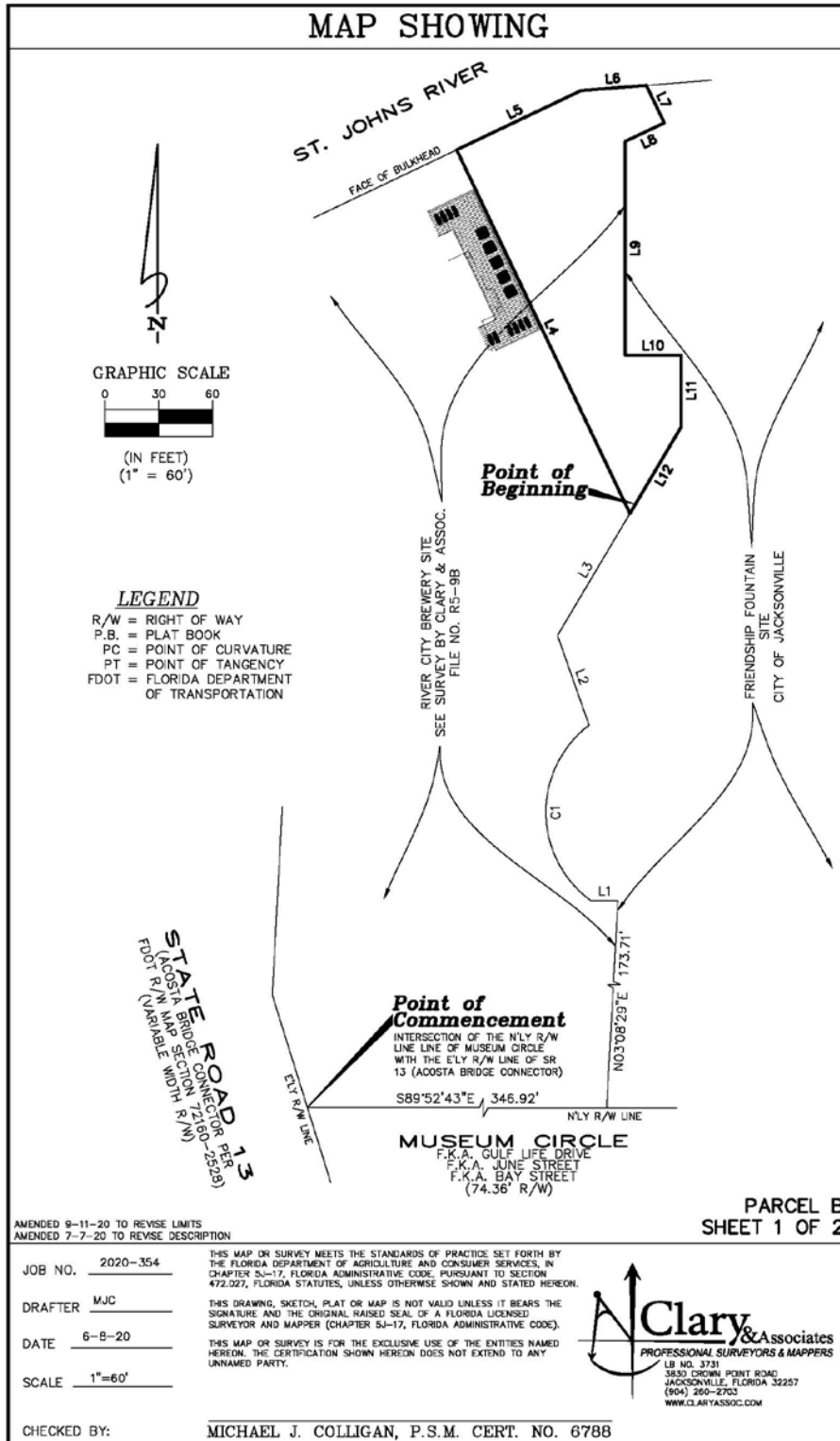
ROI ANALYSIS DOES NOT INCLUDE¹

"Other" taxes (SJRWMD/DCPS/FIND)	~\$10,000,000
Real estate taxes on \$6.3M base	~\$ 1,000,000
Stormwater (w/ 2% escalator)	~\$ 300,000

¹ All values over 20 years.

PARCEL A INTENTIONALLY OMITTED

PARCEL B



PARCEL B CONT.

MAP SHOWING

A PORTION OF BLOCK 5, L'ENGLE'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 12 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE (A 74.36 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13 (ACOSTA BRIDGE CONNECTOR, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528); THENCE SOUTH 89°52'43" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE, 346.92 FEET; THENCE NORTH 03°08'29" EAST, 173.71 FEET; THENCE NORTH 89°52'43" WEST, 15.21 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 113.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°32'51" WEST, 97.90 FEET; THENCE NORTH 19°21'02" WEST, 52.73 FEET; THENCE NORTH 30°39'02" EAST, 79.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°28'51" WEST, 224.16 FEET TO THE NORTHERLY FACE OF AN EXISTING CONCRETE BULKHEAD AT THE ST. JOHNS RIVER; THENCE NORTH 64°30'56" EAST, ALONG LAST SAID LINE, 76.71 FEET; THENCE NORTH 85°28'16" EAST, CONTINUING ALONG LAST SAID LINE, 36.41 FEET; THENCE SOUTH 25°29'04" EAST, 23.16 FEET; THENCE SOUTH 64°30'56" WEST, 23.96 FEET; THENCE SOUTH 00°00'00" EAST, 118.86 FEET; THENCE NORTH 90°00'00" EAST, 31.10 FEET; THENCE SOUTH 00°00'00" EAST, 40.00 FEET; THENCE SOUTH 30°39'02" WEST, 55.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,728 SQUARE FEET, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°52'43"W	15.21'
L2	N19°21'02"W	52.73'
L3	N30°39'02"E	79.02'
L4	N25°28'51"W	224.16'
L5	N64°30'56"E	76.71'
L6	N85°28'16"E	36.41'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	S25°29'04"E	23.16'
L8	S64°30'56"W	23.96'
L9	S00°00'00"E	118.86'
L10	N90°00'00"E	31.10'
L11	S00°00'00"E	40.00'
L12	S30°39'02"W	55.98'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	61.00'	113.63'	106°43'52"	N00°32'51"W	97.90'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF MUSEUM CIRCLE, F.K.A. GULF LIFE DRIVE AS S89°52'43"E, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY..
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE SURVEY BY CLARY & ASSOC., FILE NO. R5-9B.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PARCEL B
SHEET 2 OF 2

AMENDED 9-11-20 TO REVISE LIMITS
AMENDED 7-7-20 TO REVISE DESCRIPTION

JOB NO. 2020-354
DRAFTER MJC
DATE 6-8-20
SCALE 1"=60'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

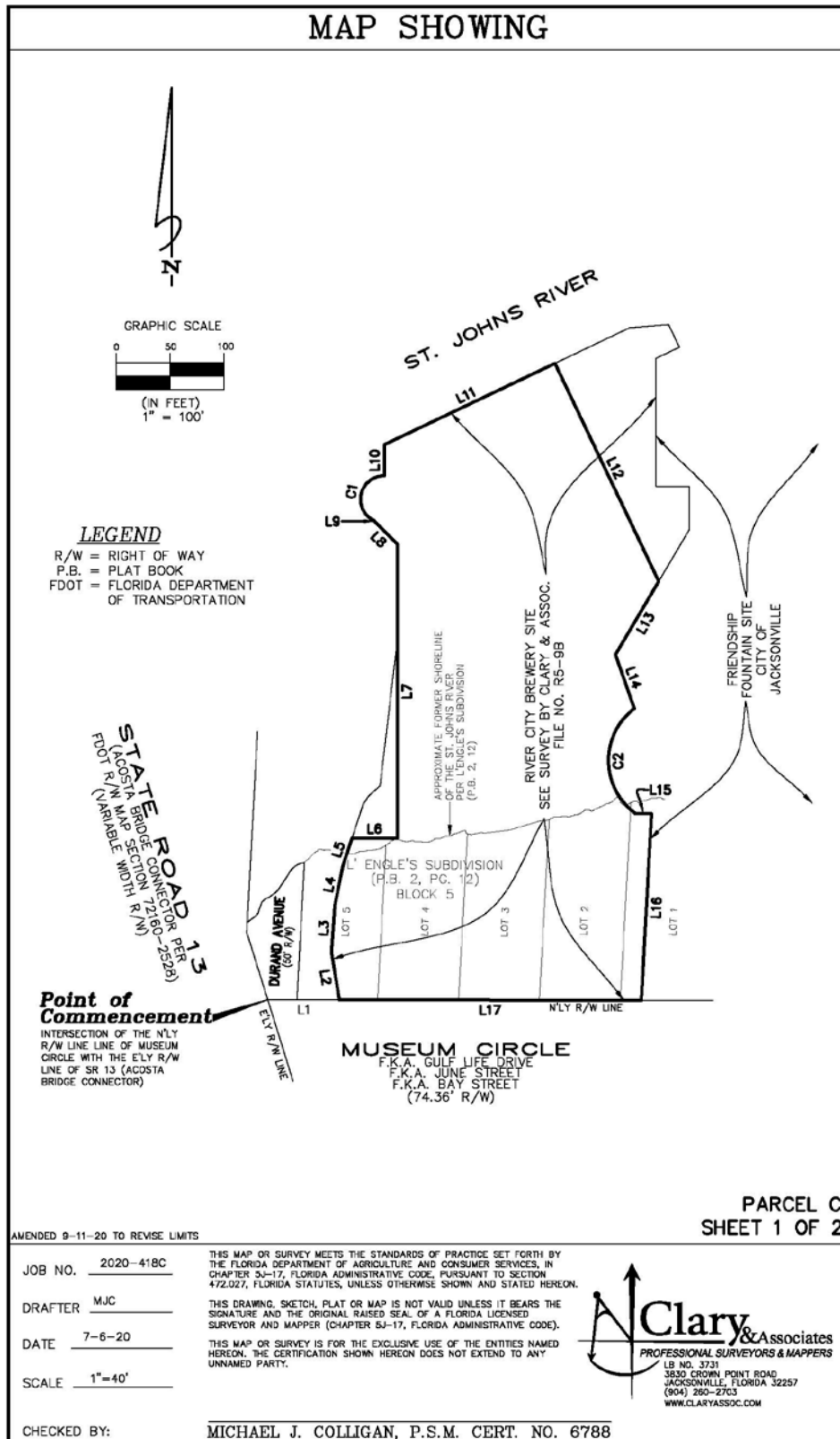
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THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

PARCEL C



PARCEL C CONT.

MAP SHOWING

A PORTION OF THE ISAAC HENDRICKS GRANT, SECTION 44, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA AND A PORTION OF A PORTION OF BLOCK 5, AS SHOWN ON THE PLAT OF L'ENGLES SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 12 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE (A 74.36 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13 (ACOSTA BRIDGE CONNECTOR, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528); THENCE SOUTH 89°52'43" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE, 66.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°31'28" WEST, 45.01 FEET; THENCE NORTH 04°22'40" EAST, 43.14 FEET; THENCE NORTH 11°18'17" EAST, 37.33 FEET; THENCE NORTH 18°11'06" EAST, 27.23 FEET; THENCE NORTH 90°00'00" EAST, 41.99 FEET; THENCE NORTH 00°00'00" EAST, 273.06 FEET; THENCE NORTH 45°00'00" WEST, 30.00 FEET; THENCE NORTH 00°00'00" WEST, 0.40 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 22.00 FEET, AN ARC DISTANCE OF 60.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°19'38" EAST, 43.08 FEET; THENCE NORTH 00°00'00" EAST, 28.70 FEET TO THE NORTHERLY FACE OF AN EXISTING CONCRETE BULKHEAD AT THE ST. JOHNS RIVER; THENCE NORTH 64°30'56" EAST, ALONG LAST SAID LINE, 175.55 FEET; THENCE SOUTH 25°28'51" EAST, 224.16 FEET; THENCE SOUTH 30°39'02" WEST, 79.02; THENCE SOUTH 19°21'02" EAST, 52.73 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 113.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°32'51" EAST, 97.90 FEET; THENCE SOUTH 89°52'43" EAST, 15.21 FEET; THENCE SOUTH 03°08'29" WEST, 173.71 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE; THENCE NORTH 89°52'43" WEST, ALONG LAST SAID LINE, 280.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.99 ACRES, MORE OR LESS.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	22.00'	60.10'	156°31'32"	N12°19'38"E	43.08'
C2	61.00'	113.63'	106°43'52"	S00°32'51"E	97.90'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°52'43"E	66.57'
L2	N09°31'28"W	45.01'
L3	N04°22'40"E	43.14'
L4	N11°18'17"E	37.33'
L5	N18°11'06"E	27.23'
L6	N90°00'00"E	41.99'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	N00°00'00"E	273.06'
L8	N45°00'00"W	30.00'
L9	N00°00'00"W	0.40'
L10	N00°00'00"E	28.70'
L11	N64°30'56"E	175.55'
L12	S25°28'51"E	224.16'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S30°39'02"W	79.02'
L14	S19°21'02"E	52.73'
L15	S89°52'43"E	15.21'
L16	S03°08'29"W	173.71'
L17	N89°52'43"W	280.36'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF MUSEUM CIRCLE, F.K.A. GULF LIFE DRIVE AS N89°52'43"W, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY..
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE SURVEY BY CLARY & ASSOC., FILE NO. R5-9B.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PARCEL C
SHEET 2 OF 2

AMENDED 9-11-20 TO REVISE LIMITS

JOB NO. 2020-418C
DRAFTER MJC
DATE 7-6-20
SCALE 1"=40'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

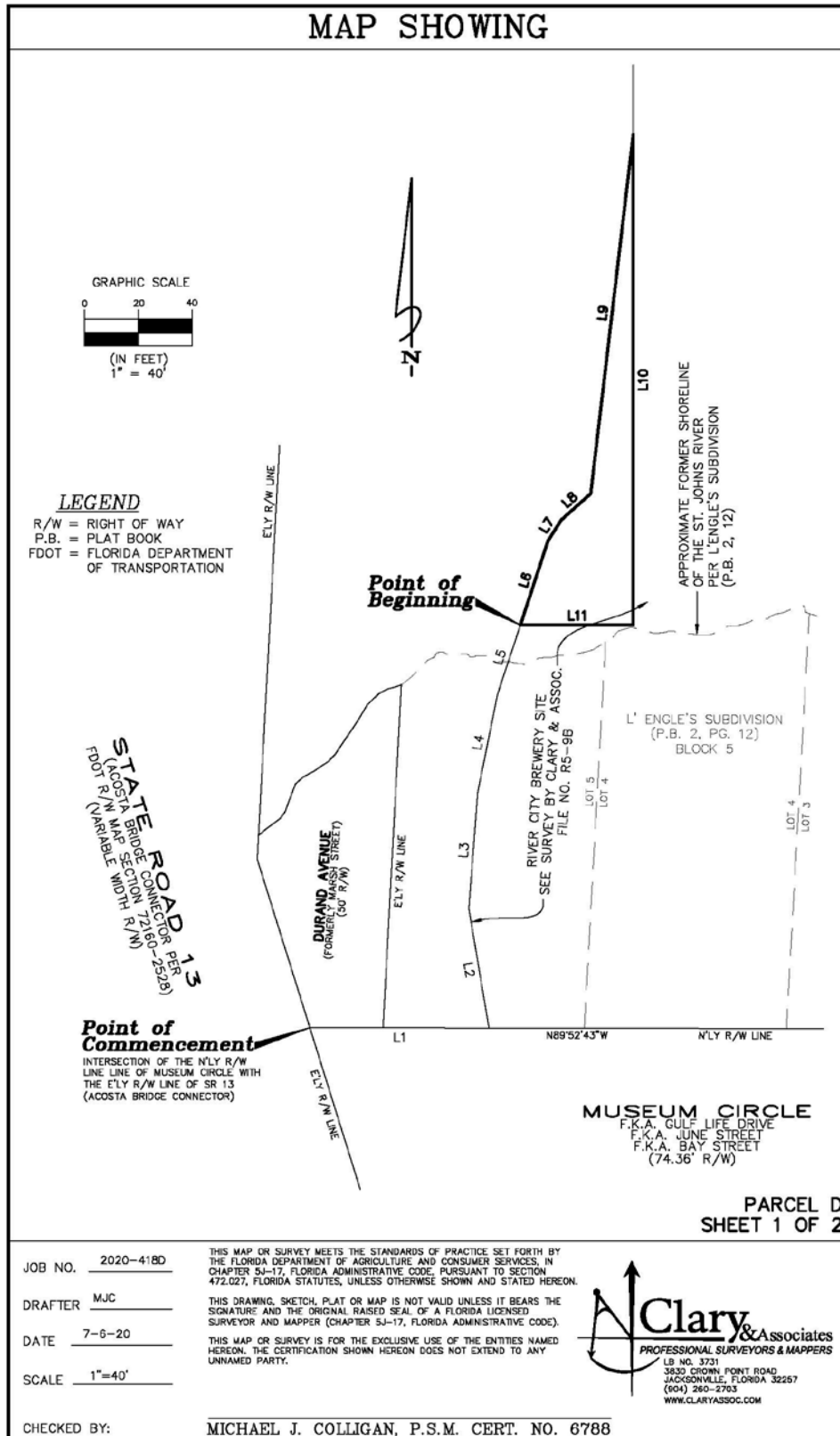
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CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

PARCEL D



PARCEL D CONT.

MAP SHOWING

A PORTION OF THE ISAAC HENDRICKS GRANT, SECTION 44, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE (A 74.36 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13 (ACOSTA BRIDGE CONNECTOR, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528); THENCE SOUTH 89°52'43" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE, 66.57 FEET; THENCE NORTH 09°31'28" WEST, 45.01 FEET; THENCE NORTH 04°22'40" EAST, 43.14 FEET; THENCE NORTH 11°18'17" EAST, 37.33 FEET; THENCE NORTH 18°11'06" EAST, 27.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 18°11'06" EAST, 33.07 FEET; THENCE NORTH 32°44'54" EAST, 9.21 FEET; THENCE NORTH 48°04'25" EAST, 14.59 FEET; THENCE NORTH 06°45'23" EAST, 134.56 FEET; THENCE SOUTH 00°00'00" EAST, 182.54 FEET; THENCE NORTH 90°00'00" WEST, 41.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,648 SQUARE FEET, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°52'43"E	66.57'
L2	N09°31'28"W	45.01'
L3	N04°22'40"E	43.14'
L4	N11°18'17"E	37.33'
L5	N18°11'06"E	27.23'
L6	N18°11'06"E	33.07'
L7	N32°44'54"E	9.21'
L8	N48°04'25"E	14.59'
L9	N06°45'23"E	134.56'
L10	S00°00'00"E	182.54'
L11	N90°00'00"W	41.99'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF MUSEUM CIRCLE, F.K.A. GULF LIFE DRIVE AS N89°52'43"W, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY..
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4. CROSS REFERENCE SURVEY BY CLARY & ASSOC., FILE NO. R5-9B.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PARCEL D
SHEET 2 OF 2

JOB NO. 2020-418D
DRAFTER MJC
DATE 7-5-20
SCALE 1"=40'

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CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

PARCEL E CONT.

MAP SHOWING

A PORTION OF THE ISAAC HENDRICKS GRANT, SECTION 44, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA AND A PORTION OF A PORTION OF LOT 5, BLOCK 5, AS SHOWN ON THE PLAT OF L'ENGLES SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 12 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE (A 74.36 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13 (ACOSTA BRIDGE CONNECTOR, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528); THENCE SOUTH 89°52'43" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE, 27.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'43" EAST, ALONG LAST SAID LINE, 39.36 FEET; THENCE NORTH 09°31'28" WEST, 45.01 FEET; THENCE NORTH 04°22'40" EAST, 43.14 FEET; THENCE NORTH 11°18'17" EAST, 37.33 FEET; THENCE NORTH 18°11'06" EAST, 27.23 FEET; THENCE NORTH 90°00'00" WEST, 93.07 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13; THENCE SOUTH 03°03'51" WEST, ALONG LAST SAID LINE, 80 FEET, MORE OR LESS, TO THE FORMER SHORELINE OF THE ST. JOHNS RIVER, AS SHOWN ON SAID PLAT OF L'ENGLES SUBDIVISION; THENCE NORTHEASTERLY, ALONG LAST SAID LINE, 80 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAID DURAND AVENUE; THENCE SOUTH 03°03'51" WEST, ALONG LAST SAID LINE, 130 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 0.2 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°52'43"E	27.21'
L2	S89°52'43"E	39.36'
L3	N09°31'28"W	45.01'
L4	N04°22'40"E	43.14'
L5	N11°18'17"E	37.33'
L6	N18°11'06"E	27.23'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF MUSEUM CIRCLE, F.K.A. GULF LIFE DRIVE AS N89°52'43"W, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY..
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE SURVEY BY CLARY & ASSOC., FILE NO. R5-9B.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PARCEL E
SHEET 2 OF 2

JOB NO. 2020-418E
 DRAFTER MJC
 DATE 7-6-20
 SCALE 1"=40'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

PARCEL F INTENTIONALLY OMITTED

PARCEL G
Riverwalk parcel

Parcel G, to be more formally described, shall consist of a 25 foot wide strip of property parallel and adjacent to the bulkhead along dimension L11 on Parcel C, subject to an air rights agreement in favor of Developer prohibiting the construction of vertical improvements greater than 6 feet in height other than landscaping, cultural art pieces, lighting fixtures and signage within the retained strip ("Parcel G"). Parcel G is for purposes of this term sheet considered to be 25 feet wide and 175.55 long and consisting of approximately 4,389 square feet.

SUPPLEMENTAL INFORMATION

**NOTICE OF DISPOSITION RIVER CITY
STAFF REPORT**

**Downtown Investment Authority
Redevelopment Proposal Staff Report
River City Brewing Company
November 18, 2020**

Applicant:	RD River City Brewery, LLC (The Related Group)
Project:	Disposition and Redevelopment of the River City Brewing Company Site
Program Request:	Recapture Enhanced Value (“REV”) Grant
Total Development Costs (as presented):	\$92,320,000
Total Development Costs (as underwritten):	\$76,015,000
REV Requested:	75% / 20 Years
REV Amount (Not to exceed):	\$11,902,028

Current Status

The City of Jacksonville is currently under a 99-year ground lease with lessee Maritime Concepts L.C. (“Maritime”) for the property operated as River City Brewing Company, located at 835 Museum Circle, Jacksonville, FL. The existing ground lease was executed July 31, 1998 leaving approximately 77 years remaining on that agreement. Along with the execution of the ground lease in 1998, Maritime simultaneously purchased the improvements to the property and associated equipment. The leased premises includes the Riverwalk area between the restaurant and marina. The submerged land is under a separate submerged land lease between Maritime and the State of Florida, Board of Trustees. Maritime is also the owner and operator of the docks referred to as “A” Dock with fuel pumps, which is currently operational but in need of repair for safety and to be fully functional, and “B” Dock currently in disrepair and largely unusable since Hurricane Irma in 2017 .

Terms of the City’s ground lease with Maritime call for payment of base rent at \$3,333 per month (\$40,000 annually) plus Additional Rent of 0.5% of gross revenues in excess of \$4.5 million, increasing to \$7,500 X (Actual Revenue / \$6 million) when gross revenue (excluding fuel sales) exceeds \$6 million. During the term of this lease, the lessee has not achieved the threshold to pay the Additional Rent, which in combination with the continuing disrepair of the docks, provides evidence of the underutilization of this high-profile asset in our City.

No ad valorem tax is currently paid on the land subject to the Ground Lease; however, ad valorem property tax is collected on the improvements and tangible personal property, sales tax is generated by the restaurant, and there are approximately fifty (50) jobs attributable to the business on site with applicable economic benefits to COJ. Maritime is obligated to make thirty (30) spaces within the parking lot available for the Museum of Science and History (“MOSH”), the City’s ground lessee on that parcel. The Ground Lease contains very few obligations regarding the operation of the business or maintenance of the improvements on the site and COJ and the Downtown Investment Authority (“DIA”) (as successor to the JEDC) has little recourse regarding the current status

of the docks or any deterioration of the improvements, including the restaurant. Maritime has a right of first refusal in the event the COJ/DIA elects to sell the Property.

ULI N Florida “Jacksonville’s Southbank” TAP

In March 2016, the Urban Land Institute of North Florida (“ULI”) was engaged by DIA to prepare a Technical Assistance Panel (“TAP”) report with respect to this site and future redevelopment efforts. The conclusion and recommendations from that study suggest the entire area between the Acosta and MainStreet Bridges be divided into four quadrants conceptually with two quadrants adjacent to the river and two quadrants inland adjacent to Museum Circle Drive (as shown in the image that follows as Figure 1).

This proposed redevelopment (not including the restaurant pad, site to be determined as proposed by the Developer in) primarily impacts what is referred to in the TAP as Parcels 1 and 3, wherein the preferred scenario called for reclaiming Parcel 1 (closest to the river) as additional park space and to redevelop Parcel 3 (currently a surface parking lot) with mixed-use development.

Figure 1. – ULI TAP Proposed Quadrants



As shown in Figure 1., the ULI TAP recommendation is partially achieved by the areas roughly outlined in blue. A triangular portion of the area currently occupied by restaurant deck space would be converted to the expansion of St. John’s River Park, and the Riverwalk is widened along the marina area. A benefit to the boating community is found in keeping the ramp in place where the ULI TAP suggested it to be included in Parcel 3 as additional redevelopment space for mixed-use. The City also retains ownership of the northwest corner of this property

adjacent to the boat ramp for potential future development as recommended. The deviations from the TAP recommendation are found in that the redevelopment of Parcels 1 and 3 (shown more clearly in Figure 3 below) is almost exclusively multi-family residential with only the Ship's Store offering a retail presence, and minimal addition of greenspace.

Proposed Redevelopment

Maritime has entered into a contract to sell its interest in the property and improvements to RD River City Brewery, LLC, an entity formed by The Related Group ("Related"), based in Miami, Florida. The developer has approached the DIA with an offer for the fee-simple acquisition of the parcel currently under ground lease by Maritime, and acquiring all of the improvements including the existing parking lot and docks, and the reconfiguration of small parcels surrounding this property including improvements to the adjacent boat ramp and the Riverwalk as detailed further below. The precise boundaries and square footage of various parcels described below is subject to further refinement but will be substantially consistent with the proposal outlined in this Staff Report and the proposed Term Sheet.

The proposed redevelopment will allow for expansion of St. John's River Park that encompasses Friendship Fountain, including an additional 110 feet of waterfront along the Riverwalk. The development will create approximately 335 class "A" apartments with a projected breakdown of units to include 27 studios (8.4%), 117 one-bedroom units (35.1%), 167 two-bedroom units (49.2%), and 24 three-bedroom units (7.2%). Amenities to the property will include a riverfront swimming pool, courtyard and deck, a 3,500-sf fitness center, bike/kayak storage, and other recreational and club rooms for use by the residents.

The Developer proposes to include a park-front restaurant consisting of not less than 1,800 square feet of heated and cooled space together with not less than 3,200 square feet of outdoor dining area as part of the Project. The restaurant is modeled after Glass & Vine in Coconut Grove, Florida (glassandvine.com). The restaurant will be in a mutually agreed upon location along the boundaries of Parcels B and C. In the event Parcel B is reduced to accommodate the site, replacement land within parcel C will be provided to the City as necessary to result in positive ROI to the City. Developer shall own the land on which the restaurant is constructed as well as the improvements. Developer shall operate the restaurant, retain all revenue therefrom and be responsible for all maintenance thereof. The restaurant shall remain in operation throughout the term of the REV grant. In conjunction, COJ to provide developer a completion grant for the restaurant in the amount of the lesser of \$500,000 or 50% of the actual construction costs of the restaurant and associated outdoor dining space.

Additional public space will include improvements to the Riverwalk, reconstruction of the marina docks with transient slip availability, and a Ship's Store/Marina Office to be built on site. The complex and surrounding properties including the MOSH Museum and park will be served by an eight story, structured parking garage built within the site plan with approximately 535 spaces, including 30 spaces dedicated to the public use as currently allocated in the existing surface lot adjacent to the restaurant.

This property is within Southbank District of the Southside Community Redevelopment Area, and is bounded on the east by United Way Drive, MOSH, and St. John's River Park/Friendship Fountain, to the south by Museum Circle Drive, to the west by Durand St., the boat ramp, and the Acosta Bridge, and to the north by the marina and

St. John's River. The restaurant building currently located on this parcel will be razed for development of the subject.

The Developer

Related Group is considered one of the premier developers based in Florida, with focus on the southeast Florida and central gulf coast markets. In the last two years, Related has closed investment transactions totaling over \$600 million, and has more than 4,000 multifamily units under construction. Their developments are known for iconic architectural style, first rate amenities, and high-end construction that appeals to an upper-middle, and high-net worth and income tenant. This development would represent the first for Related Group in the NE Florida market.

Jorge M. Pérez - Chairman and Chief Executive Officer: In 1979, Mr. Pérez founded Related Group with New York builder Stephen M. Ross. Mr. Pérez built his fortune by building and operating low-income multifamily apartments across Miami before branching off into rental apartments and becoming one of the most prolific high-rise condo builders in the Southern United States. During his career, Mr. Pérez has developed or managed more than 90,000 residences, most of which are located in South Florida.

Mr. Pérez was named a Great Immigrant Honoree in 2016 by the Carnegie Corporation of New York, an Ellis Island Medal of Honor recipient in 2014, and Builder of the Year in 2004 by Multifamily Executive Magazine. He also received the EY Entrepreneur of the Year Real Estate & Construction Award in the Florida Region, Urban Land Institute Southeast Florida/Caribbean Lifetime Achievement Award and Haute Living's Lifetime Visionary Award. The Greater Miami Chamber of Commerce awarded him its highest honor, the Sand in My Shoes Award, and the United Way of Miami-Dade presented Perez and his wife with the Tocqueville Award for Outstanding Philanthropy.

Steve Patterson - President, Chief Executive Officer: Mr. Patterson's 30 years of industry experience has included ownership and management positions in the development, investment syndication, asset management, property management, and construction fields. These activities included multifamily, office, retail, condo conversion and hotel properties, primarily in the southeastern U.S. His track record of profitable real estate investment ventures is valued at over \$2 billion.

Matt Flowers – Executive Vice President and Senior Investment Officer: Mr. Flowers oversees all investments for the multifamily and commercial real estate divisions, with a focus on national markets. He leads the market research, underwriting, acquisitions, project management and asset management for Related Development, Related's market-rate rental division. With a keen eye on the company's growth objectives, he works closely with Related leadership to define the company's domestic expansion strategies. Prior to Matt's tenure at Related, he served as Associate Vice President at Colony Capital, focusing on portfolio management; and before that, oversaw development analysis at ZOM, Inc.

Matt graduated from the University of Florida with a bachelor's degree in mathematics and statistics, and went on to complete his MBA from University of Florida's Warrington College of Business. He also earned an MS in Real Estate Development (MSRED) from the Massachusetts Institute of Technology (MIT). Matt is a CFA charterholder and a licensed Florida real estate broker.

Jeffrey Robbins – Vice President/Development: Mr. Robbins is responsible for Related’s Central Florida development portfolio. He is skilled at leveraging the firm’s core strengths and resources, while assembling top-performing, multi-disciplined teams capable of executing multiple projects simultaneously. Strong operational, financial and development management skills with a history of reducing overall project costs and development timetables while increasing net operating income and achieving some of the lowest overall capitalization rates for projects developed in Central Florida.

Land Massing

To create the footprint for the development of the eight-story complex and garage, Related will buy out Maritime from their current ground lease with the City of Jacksonville and take fee simple ownership of the underlying parcel along with the improvements. As currently structured in this transaction, approximately one-third of an acre on the northeast corner of this parcel (known as Parcel “B”) will be released from the ground lease and retained by the City for expansion of St. John’s River Park, including 110 feet of waterfront along the Riverwalk. The City will also retain a 175-foot strip along the Riverfront that is 25 feet wide known as Parcel “G”. Additionally, an irregular shaped parcel along the western side of the development property (approximately 0.06 acre, known as Parcel “D”) will be released from the ground lease and retained by the City to provide public access to and from the Southbank Riverwalk with the Ship’s Store and boat ramp. A minimum five-foot wide walkway with an easement in favor of the City will be built along the property line by the Developer for this access. The residual property for construction of the building and parking garage, (known as Parcel “C”), will comprise approximately 2.99 acres with roughly 175 feet fronting the Southbank Riverwalk and St. Johns River.

An additional .12 acres (a portion of what is known as Parcel “E”), adjacent to the southwest corner of the development property alongside Durand Avenue, will be deeded to the developer. The parcel immediately further to the west (Parcel “F”) is Durand Avenue, which is currently used to access the St. John’s Marina boat ramp. Parcel “F” will remain in the ownership of the City of Jacksonville, but its use will be limited to emergency access to the boat ramp, and an easement will be provided to the Developer to allow for deliveries and trash pick-up as well as access to a relocated fuel storage tank for the marina. Access to St. John’s Marina boat ramp will then be routed through the FDOT parking lot under the Acosta bridge, which is under lease to DIA, with a hammerhead configuration constructed above the ramp for ease of putting boats into the water and taking them from the water via the existing two-lane ramp. Additional parking for vehicles and trailers will be created in the FDOT parking lot. See Exhibit A for additional information regarding these considerations, including the siting of the Riverwalk in this area.

Finally, the existing underground fuel storage tank for the marina is contemplated to be relocated to a screened above ground location near the boat ramp. This relocation not only addresses access issues post-construction, but more importantly is responsive to the City’s desire for resiliency by eliminating an underground tank immediately adjacent to the river.

Each of these property exchanges are clarified by the figures below. Figure 2 shows the current parcel lines as captured from the Jacksonville GIS system.

Figure 2. – Current Parcel Boundaries



Figure 3 shows the proposed changes that retains emergency access to the boat ramp along Durand Avenue, while providing the access needed for the development for deliveries and trash pick-up. In this figure, the hammerhead for boaters using the St. John’s Marina boat ramp is also evident. These recommendations have been agreed to by the Developer, and a revised site plan to include these changes and a proposal for the siting of the restaurant parcel (approximately 5,000 SF) is being prepared.

Figure 3. – Proposed Development Site Plan



The Submerged Land Lease (“SLL”) currently in place with the State of Florida Board of Trustees as lessor and Maritime as lessee, extends through February 17, 2022. Per terms of the proposal, the Developer will assume the rights and obligations of the current SLL and either the City of Jacksonville or the Developer will enter into an SLL with the State of Florida, Board of Trustees as lessee, at the expiration of the current SLL. In either instance, the Developer will incur all benefits and costs associated with the management and operation of those dock facilities going forward. “A” Dock, which will continue to provide marine fuel services, will be fully restored with up to \$1,143,807 provided by COJ. “B” Dock will be fully restored by Maritime or the Developer as a condition of the sale to Related. The City will take ownership of the “A” Dock, and likely “B” Dock, although both will be managed and operated by the Developer.

Transient dockage slips will continue to be offered to the public during the term of this agreement. To further meet goals of resiliency and to improve access, it is proposed that the fuel tank that serves the pumps on “A” Dock will be relocated from the current location on parcel B, to an above ground site, located adjacent to the St. John’s Marina boat ramp. Fuel will continue to be made available only at the dock as currently offered.

Boaters using the St. John’s Marina ramp will benefit by the addition of a Ship’s Store to be built on the Development. This will address needs for ice, sundries, and other boating needs immediately adjacent to the boat ramp, which has not been available previously.

Development Budget

As shown in the table below, the total development costs are estimated at \$92,320,000, including acquisition cost of \$10,000,000. Hard construction costs are estimated at \$66,500,000, or \$209.78 per square foot, reflecting the high-end nature of the proposed development including amenities. Soft costs, architect and engineering, finance costs, and project management add \$15,280,000 to the total development costs, or \$49.90 psf.

Within funding sources for the development, hard equity of \$34.6 million, 37.5% of the total, is shown to be injected in the development with the remainder derived from debt totalling \$57.7 million, 62.5% of the total.

	Sources	Percentage of TDC	
Anticipated Sources			317,000
Construction Loan	\$57,700,000	62.5%	Rentable SF
Equity	<u>\$34,620,000</u>	<u>37.5%</u>	335
Total Anticipated Sources	\$92,320,000	100.0%	Units

	Total Development Cost	Total Development Cost Per Per Unit	Total Development Cost Per Square Foot
Anticipated Uses			
Acquisition - Land	\$10,000,000	\$29,850.75	\$31.55
Hard Cost	\$66,500,000	\$198,507.46	\$209.78
Architect / Engineering / Consultants	\$2,600,000	\$7,761.19	\$8.20
Soft Costs	\$2,665,000	\$7,955.22	\$8.41
Financing Costs	\$4,755,000	\$14,194.03	\$15.00
Interest Expense	\$2,550,000	\$7,611.94	\$8.04
Project Management	<u>\$3,250,000</u>	<u>\$9,701.49</u>	<u>\$10.25</u>
Total Anticipated Uses	\$92,320,000	\$275,582.09	\$291.23

Total development costs per unit are shown to average \$275,582.09, with no distinction made for one, two, or three bedroom units. As expounded upon below, the estimated incremental gains to the county portion of ad valorem taxes excludes the acquisition cost as well as finance costs in the calculation of the proposed REV grant.

Notably, the development budget as shown does not include costs of building out the restaurant, which was added conceptually following feedback from DIA Board members, City Councilpersons, and members of the community.

That cost has been estimated in the development budget used in the REV calculation at a minimum of \$1,000,000, with \$500,000 derived from the proposed completion grant from the City. With this addition, the development costs as modeled total \$76,015,000.

Pro Forma Operations

- The new development is expected to generate Effective Gross Income of \$8.2 million in its first full year of operation. This estimate includes the residential rent assumption of \$2.24 sf on average, other income of approximately \$260,000 per year, and incorporates vacancy rate and credit loss of 7% of projected Gross Potential Income.
- Total operating expenses are estimated at approximately 28.5% annually including property taxes of \$784,000 net of the REV, or \$1,415,192 Gross.
- Management fee paid is modeled at 3% of Effective Gross Income.
- Replacement reserves are modeled at \$250 per unit, per year.
- Net Operating Income is estimated to be \$5.7 million in the first year of stabilized operations, which will support the proposed debt of \$57.7 million 1.54X, assuming 5% interest and a 30-year amortization.
- Residual income after debt service (using Property Taxes net of the REV), is estimated at \$2 million in year one, increasing to \$3 million by year ten, assuming a 2% annual growth rate and maintaining debt service at a level amount using the assumptions above.
- With a growth rate at 2% annually, the development NOI increases to \$6.8 million in the tenth year. Using an assumed cap rate of 5.5% in the tenth year provides a terminal value of \$124.5 million.
- The stabilized return on cost with the REV Grant is calculated at 6.2% whereas without the REV Grant the return drops to 5.8%
- Using the assumptions for after-debt cashflow and the terminal value shown above provides a pre-tax, levered IRR of 13.6% on the equity investment shown as \$34.6 million with liquidation modeled at year ten. Without the REV in place, the IRR drops to 11.8% and each of these return metrics demonstrates the necessity of the REV financing to attract this level of capital investment to incur the risk and support a development of this nature.
- These assumptions do not include financial gain or loss associated with restaurant operations.

Valuations and ROI Calculation

Benefits to COJ

- The Duval County portion of the incremental ad valorem tax revenue over twenty years is projected to equal \$15,918,605, net of the 4% annual early payment discount. Additional assumptions in the calculation of this number include:
 - Property value estimate is based on total development costs (less financing and certain soft costs) of \$76,015,000, and also excludes the \$10,000,000 cost of acquisition.
 - The current appraised value of \$6,258,888 is netted from development costs, although a significant portion of this property is currently tax exempt under a ground lease with the City of Jacksonville meaning property taxes collected on the land value will be acretive.
 - The assessed value assumption upon completion is reduced by 15% consistent with long established DIA/Duval County Property Appraiser taxable valuation methodology.

- 2% increase in the estimated net property value over twenty years.
- The City will retain the 0.32 acre Parcel B to expand the St. John's River park adding 110 feet to the riverfront at St. John's River park and is valued at \$1,030,000.
- The City will retain a 0.10 acre Parcel G along the Riverwalk valued at \$130,000.
- The City will retain a 0.06 acre portion of Parcel D for the benefit of the St. John's Marina and hammerhead with an estimated value of \$200,000.
- Related will contribute a minimum \$250,000 towards improvements to the Southbank Riverwalk.
- Total benefits to the City of Jacksonville are estimated to be \$17,528,605.
- Additional detail is found under Exhibit B

Costs to COJ

- REV Grant: Based on the incremental ad valorem tax revenue estimated using the assumptions noted above, a REV grant of 75% for twenty years provides a value of \$11,902,028.
- Maritime currently operates under a ground lease with COJ providing \$40,000 annually, or \$3,333 per month. The lease extends through August 31, 2097, or approximately 77 more years from today. Using a discount rate of 6%, the present value of the foregone ground lease is estimated at \$659,000.
- Rights to the principal development parcel are being acquired by Related from Maritime for \$10 million, but the value for calculation of the residual value of the ground lease with Maritime is estimated to be \$9.75 million, as a future value forgone by COJ in the ROI calculation. The present value of that estimate after factoring in growth of 2.5% annually is \$735,000 with the disparity in the numbers driven by the 77 year time frame before the City would realize value in that land otherwise.
- COJ will expend up to \$1,143,807 for the repairs and upgrades to "A" Dock at the marina and may also take ownership of "A" Dock; which will then be managed and operated by the Developer, or its assigns, at its expense.
- COJ costs to construct hammerhead improvements at St. John's Marina boat ramp and for the relocation of the underground fuel tank are estimated to be \$1,650,380 by the COJ Dept. of Public Works.
- Transfer of a 0.12 acre portion of Parcel "E" to the Developer is valued at \$162,360.
- COJ to provide developer a completion grant for the restaurant in the amount of the lesser of \$500,000 or 50% of the actual construction costs of the restaurant and associated outdoor dining space.
- Total expenditures by COJ are projected to equal \$16,753,549.

Based on the information presented above, the ROI of this proposed development package equals 1.05X (calculated as \$17,528,605/\$16,753,549 = 1.05). As noted previously, this does not include the ad valorem county portion of tax revenue generated by the underlying property being brought back onto the tax rolls estimated at \$1.6 million over 20 years.

NOTE: Assuming the first taxable year for the development is 2024, and there are not enough years remaining in the Southside Tax Increment District to compensate the development in the 19th and 20th year (beyond the duration of the CRA authorization through 2041), the estimated incremental ad valorem to the County drops to \$14,592,205, the pro forma REV funded amount drops to \$10,469,463 and the overall ROI drops from 1.05 to 1.03. This does not; however, reduce the REV commitment of \$11,902,028, which may be earned and paid in earlier

years based on actual property tax values and payments made over time, as calculated excluding the starting value established by the COJ Property Appraiser.

Enhanced Maintenance Costs

To ensure maintenance of the adjacent St. John’s Park including Friendship Fountain is upheld to the highest standards for the benefit of the public, including tenants of the subject development property and restaurant, DIA proposes the following throughout the life of the REV Grant:

- a) From the point of being placed into service through the end of the 20-year REV Agreement, the estimated Annual Project Revenues (the incremental county ad valorem) ranges from \$641,000 to \$965,000. Dedicating 10% of the Annual Project Revenues to enhanced park maintenance and dedicated staff in the amount of \$64,000 to \$96,500 will partially achieve these goals for enhanced property maintenance.
- b) To further fulfill this goal, the City is presented with the opportunity to utilize the incremental ad valorem tax revenue to be generated from property currently not taxed under the ground lease with the City, which is placed back on the tax rolls. The estimated incremental amount of the County portion of the ad valorem (net of taxes currently being paid) ranges from \$81,875 to \$87,870 over the 20-year REV period. COJ is proposed to provide \$50,000 per year throughout the term of the REV grant for contract maintenance services to maintain St. Johns River Park and Friendship Fountain, and this amount will be above the standard maintenance obligations of the City.
- c) In total, the addition enhanced park maintenance would range from \$114,000 to \$146,500 during the 20-year REV period under this proposal.

REV Grant Considerations:

The following table outlines the program parameters of the DIA Market Rate Multifamily Housing REV Grant program. Under this program, applicants are limited to a maximum of 75% REV for a period of fifteen years, and requests beyond these limits requires approval by the City of Jacksonville City Council. In scoring the project proposal, with inclusion of the restaurant, the Development achieves a score of 75%.

Program Parameters	Development Metrics	Point Eligibility
5% for every 25 units produced in Downtown Jacksonville (not to exceed a factor of 30%); plus	335 units	30%
15% for the development of City-owned lazy / underutilized assets; plus	Y	15%
10% for a mixed-use development for each 2,500 square feet of retail/office/commercial space (not to exceed 20%); plus	2,800 sf Ship Store 1,000 sf Restaurant 3,200 sf outdoor dining area	15%
10% if the Developer documents they are working with an employer or Non-profit organization to provide other housing incentives for Downtown; plus	N/A	0%
15% for the development of green space and amenities for residents; plus	Y	15%

15% for a project located in a DIA designated Strategic Housing Area (an “SHA”).	N/A	0%
TOTAL (Maximum)		75%

While the table reflects the project qualifies under the BID for a 75% REV as proposed, the request for 20 years exceeds the 15 year approval authority of the DIA Board and therefor requires City Council approval of the REV in addition to approval of the disposition.

Three-Tier Approach Considerations

Due to the unique nature of each project that comes before the DIA Staff and Board, the Tier System has been deliberately designed to allow each project to be evaluated based upon its own merits once it has scored through Tiers 1 through 3. Because this proposal seeks a REV grant of 75% for a term of 20 years, it exceeds the approval authority of the DIA Board and not only the disposition, but the REV also requires approval by the Jacksonville City Council. The following approach is prescribed per the CRA Plan.

TIER 1 - The Project meets no fewer than two (2) of the seven (7) BID Goals

Redevelopment Goal No. 2 – Increase rental and owner-occupied housing downtown, targeting key demographic groups seeking a more urban lifestyle.

1. Actively pursue a minimum of 3,850 built and occupied multi-family dwelling units by 2025; and strive to induce construction of 350 multi-family dwelling units per year.
2. Coordinate marketing efforts for downtown housing opportunities to achieve blanket coverage on a local, regional, state, and national level.
3. Evaluate new multi-family residential development with Downtown design guidelines, overall compatibility, financial feasibility, and existing Downtown residential developments.

The Project provides a residential opportunity for the more than 500 employees in the immediate vicinity; creating a reconstructed marina and pedestrian connections to the riverfront. The Project increases the opportunities in the rental market, and contributes to the annual dwelling unit count goals; and the BID allows for consideration of alternative designs needed to accommodate the unique site and design limitations similar to others within the immediate vicinity to maintain consistent character of form and mass.

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

1. Improve access to and from the St. Johns River and enhance the Downtown experience for all Jacksonville citizens and visitors through variety of spaces, signage, lighting, and technology.
2. Improve existing public parks and plazas and create new open spaces with a mix of pedestrian-oriented amenities and activities.
3. Protect, enhance, and increase public perpendicular access to the Riverwalk in line with street grid.

4. Provide for proper management and maintenance of public spaces.
5. Develop interconnected, attractive, and safe pedestrian links between the Northbank and Southbank, among neighborhoods, activities, greenways, and open spaces.
6. Create a mixture of uses so that housing, activities, retail, and other businesses are within useful walking distance.
7. Require sidewalks of sufficient width and make sure a continuous pedestrian path is available.
8. Plant street trees, using varieties that will provide shade.
9. Shape the sidewalks and streets through the sense of enclosure provided by buildings.

The Project will provide additional land for St. John's River Park, increased public access to the river, the marina, and MOSH, all as depicted on the site plan; a twenty-five foot (25') wide landscaped Riverwalk connection parallel to the river and a minimum five-foot (5') wide Sidewalk perpendicular to the river all to improve access to the marina, the river and the boat ramp creating highly walkable nodes.

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

1. Ensure that the riverfront is both physically and visually accessible for locals and tourists of all ages and income.
2. Work to obtain perpetual easements from private property owners along the St. Johns River.
3. Formalize guidelines for the design and orientation of buildings and improvements that take into account surrounding buildings, structures, viewscales, public access, and waterways; design and orientation shall actively engage with the River, the Riverwalk, and riverfront.
4. Prioritize beautification and greening of the Riverwalk using Florida-Friendly landscaping practices and plant material that is indigenous to the region.
5. Ensure that development and improvements along the riverfront avoid and minimize adverse impacts to the health of the St. Johns River.

The Project is proposed to be set back more than fifty (50') feet from the river and provide a true sense of place unique to the immediate area. It will increase the waterfront of the St. John's River Park by 110 feet and approximately one-third of an acre providing greater public access, both physical and visual. A walkway with minimum five-foot (5') width will be constructed perpendicular to the river all to improve access between the marina, the river, the Ship's Store, and the boat ramp creating highly walkable nodes.

Redevelopment Goal No. 6 – Maintain a clean and safe 24-7 Downtown for residents, workers, and visitors.

1. Promote a larger residential presence through development opportunities of all types of price ranges, including mixed-income and mixed-use structures.
2. Provide increased walkability through: Support and attract additional commercial, service, residential, transportation, recreation, and open space uses.

The Project will allow for residential uses that do not currently exist in the immediate vicinity (between the Acosta Bridge, the Main Street Bridge and the St. Johns River) because this area is currently occupied by restaurant,

museum, institutional and office uses. The Project will also provide a residential opportunity for the more than 500 employees in immediate vicinity; creating an exciting urban setting along the riverfront; creating a reconstructed marina and pedestrian connections to the park and the expanded Riverwalk.

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

1. Recognize the economic value: Encourage Downtown development to be compact and walkable as it provides economic benefits to developers through higher residential sale prices, enhanced marketability, and faster sales or leases creating an economic multiplier effect.
2. Mix it up: Entice mixes of uses and densities; remove regulatory barriers; rethink parking; and optimize uses.
3. Make it all active: Co-locate activities; begin every trip with a walk; implement active living guidelines; and design for flexibility.

The Project, implemented through sound planning and recognition of unique constraints and regulatory barriers, will allow for a marketable area that is integrated in a dense, compact urban form along the riverfront with amenities and walkability; It will be co-located with adjacent uses, and include improvements such as increased Sidewalk and Riverwalk widths for residents, boaters and the public.

TIER 2 – The Applicant will submit to the DIA a complete Pro Forma and Project Profile Assessment Form for staff review and recommendation.

The Project Pro Forma and Project Profile Assessment were received in appropriate form and utilized in the preparation of this Staff Report.

1. The REV Grant incentive has been found instrumental in attracting the developer to this opportunity, and the financial gap has been demonstrated in this Staff Report by the combination of debt service coverage based on market rents and expenses, construction costs appropriate for the high-end nature of the development, and appropriate investor returns including stabilized return on cost calculated at 6.3% as compared with 5.8% without a REV Grant. Further, the pre-tax, levered IRR of 14.1% on the equity investment shown as \$34.6 million. Without the REV in place, the IRR drops to 11.8% demonstrating the necessity of the REV financing to attract this level of capital investment to incur the risk and support a development of this nature.
2. The Developer has shown the organizational capacity, expertise, and ability to perform and the likely success of this development is deemed high. In the last two years, Related has closed investment transactions totaling over \$600 million, and has more than 4,000 multifamily units under construction.
3. The ROI for the Project has been calculated at 1.06X as detailed further above.

TIER 3 – The Project will positively affect no fewer than four (4) of the BID Performance Measures (from page 65 of the August 2019 Business Investment and Development Strategy)

Downtown Economic Indicators:

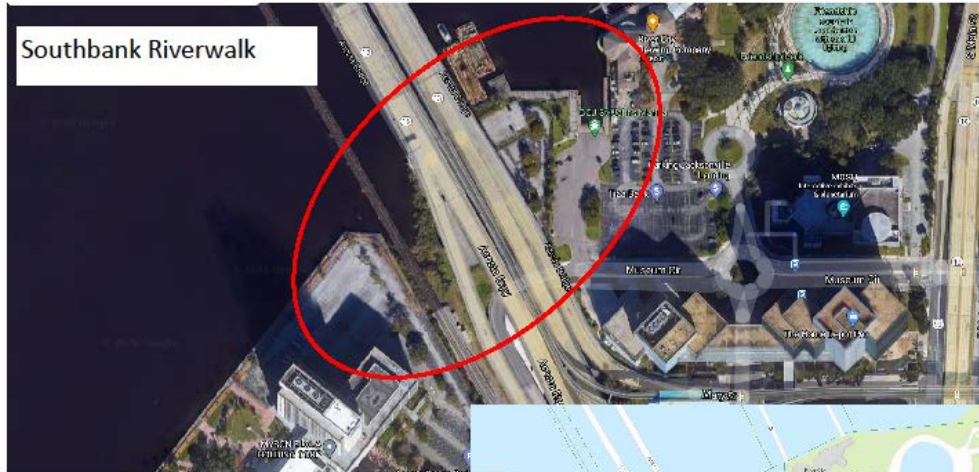
Residents – *Class A apartment community development will add a significant number of residents downtown.*

Residential Units – *Class A apartment community will add a minimum of 325 units downtown.*

Increase Tax Value – *A minimum \$70,000,000 development will increase the tax value downtown on a property that has been off the tax rolls for many years under ground lease with the City of Jacksonville.*

Inactive COJ Assets by Acreage – *An approximately 3 acre underutilized upland site will be completely activated, and the Submerged Land Lease and redevelopment of the docks will provide the boating community with additional 2.55 acres activated site that has been largely dormant since Hurricane Irma in 2017.*

EXHIBIT A – RIVERWALK, BOAT RAMP PARKING, and HAMMERHEAD CONSIDERATIONS



There is not adequate height under the Acosta bridge ramp on the Southbank, nor space between the ramp and the railroad track, nor space between the railroad tracks and the Ventures SE property to provide ramps up and down to provide a continuous Riverwalk along the waterfront

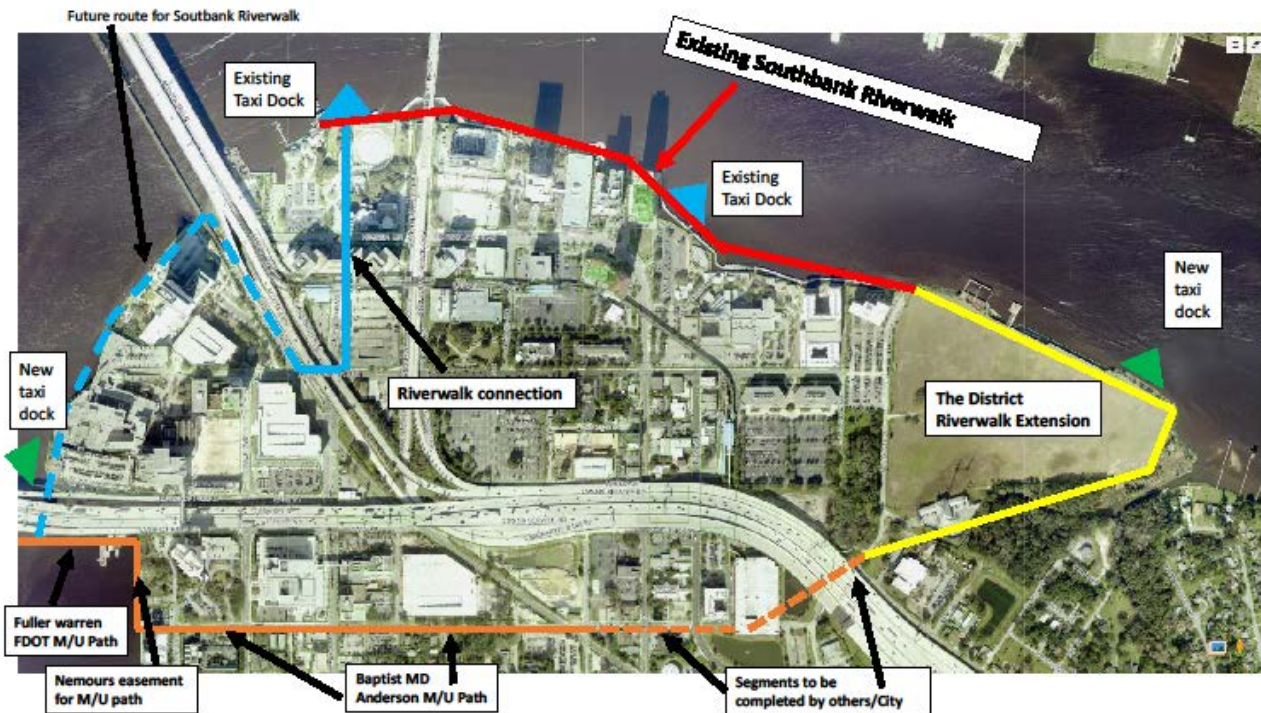


EXHIBIT A (Cont.) – RIVERWALK, BOAT RAMP PARKING, and HAMMERHEAD CONSIDERATIONS



EXHIBIT B – ROI SUMMARY

\$75 Million in Capital Expenditures (11/17/2020)

Ad Valorem Taxes Generated	(1) \$	15,918,605	
Incremental County Operating Millage	(2) \$	-	
Local Option Sales Tax	(3) \$	-	
Payroll	(4) \$	1,610,000	\$17,528,605
Add'l Benefits Provided (Parcels B/D, Riverwalk improvements)	(5)		\$16,753,549
Total City Expected Benefits			\$ 775,055
Total City Investment			1.05
Return on Investment Ratio			

- (1) - The investment from the Company is estimated to be \$75,015,000 in eligible Capital Contribution for development and \$0 in taxable Tangible Personal Property
- (2) - Local Option Sales Tax is based on the revenue generated through retail sales, food and beverage, and commercial leases.
- (3) - Job estimates are calculated at # of jobs * avg. wage. Assumes 20% spent locally and a 1 percent sales tax over 20 years.
- (4) - Value of any additional contribution being made for the benefit of the city in consideration of the incentive

(5) - City incentives as follows:		
REV	\$	11,902,028
Land (Parcel E), lost lease revenue, boat ramp improvements, completion grant	\$	4,851,521
Total Direct Incentives	\$	16,753,549

NOTE:

COJ to receive Parcel B from REL
 COJ to receive Parcel G from REL
 COJ to receive a portion of Parcel D from REL
 REL to receive a portion of Parcel E from COJ
 COJ lost RCBC lease revenue (\$40k @ 8% for 77 yrs) 6.0%
 COJ restaurant completion grant
 REL to pay for improved Riverwalk
 COJ to improve boat ramp hammerhead, relocation of fuel tank
 COJ lost Residual Value Parcel C
 FV of \$9.75M Parcel C purchase compounded @ Y% for 77 yrs 2.5%
 NPV of FV of Parcel C discounted @ Z% for 77 yrs 6.0%
 Marina

Square Feet (SF)	\$/SF	TOTAL to REL	TOTAL to COJ	Acres:
13,728	\$75.00	\$	1,030,000	0.315
4,375	\$29.84	\$	130,000	0.100
2,648	\$75.53	\$	200,000	0.061
5,412	\$30.18	\$	163,334	0.124
		\$	659,000	
		\$	500,000	
		\$	1,650,380	
		\$	250,000	
		\$	735,000	
		\$	1,143,807	
		\$	4,851,521	\$
			1,610,000	

TOTAL

TAB III.C

RESOLUTION 2020-11-02: REV GRANT TERM SHEET – LOT J

RESOLUTION 2020-11-02

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) RECOMMENDING APPROVAL OF A MARKET RATE MULTI-FAMILY HOUSING RECAPTURED ENHANCED VALUE GRANT (“REV GRANT”) BETWEEN THE DIA AND JACKSONVILLE I-C PARCEL ONE HOLDING COMPANY; INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jacksonville I-C Parcel One Holding Company, LLC (the “Developer”), a joint venture between Gecko Investments, LLC (an affiliate of the Jacksonville Jaguars) and Jacksonville I-C Parcel One Holding Company Investors, LLC (an affiliate of The Cordish Companies), was formed for the purpose of creating a Master Development Plan and developing property commonly referred to as Parking Lot J and the Storm Water Detention Pond Area immediately to the west thereof (collectively “Lot J”), all of which is located within the Sports and Entertainment District of the Downtown Northbank Community Redevelopment Area; and

WHEREAS, Ordinance 2020-0648 (the “Legislation”) is currently pending City Council action, and includes a Development Agreement with the Developer for the redevelopment of Lot J; and

WHEREAS, the Development Agreement with the Developer provides for conveyance of portions of Lot J to the Developer, and provides for the creation of two luxury midrise buildings collectively known as the “Mixed-Use Component”; each building including a multifamily component with a minimum of 400 class “A” residential units between the two buildings, a parking component providing 700 parking spaces, and portions of the Live! component that provide retail and food and beverage operations to the public; and

WHEREAS, in accordance with the Development Agreement, the Developer Subsidiary will own the condominium interest in the residential units in each Mixed-Use Component building and the City will own the condominium interest in the parking garage and Live! components contained in such buildings; and

WHEREAS, financial assistance from the DIA is necessary and appropriate to make development of the residential portion of the Mixed-Use Component feasible thus increasing the number of residential units in the Downtown Northbank Community Redevelopment Area; and the DIA's assistance for this purpose is reasonable and not excessive, taking into account the needs of the Developer to make the residential portion of the Mixed-Use Component economically and financially feasible; and

WHEREAS, the DIA is authorized per section 55.108 *Economic Development* of the City Ordinance Code, and DIA's adopted BID Plan, to utilize the Tax Increment Finance District Trust Funds to foster the redevelopment of the Downtown Northbank Community Redevelopment Area; and

WHEREAS, the DIA BID Plan authorized by 2014-560-E authorizes a maximum of a 75% Market Rate Multi-Family Housing REV Grant for a maximum period of 15 years, to be determined based on evaluation of certain criteria, and to the extent a REV Grant term in excess of 15 years or based on different criteria is desired, City Council approval is required;

WHEREAS, Ordinance 2020-648 waives the provisions of the BID Plan with regard to requirements for the calculation of the amount of the REV Grant and the maximum term thereof, and authorizes a 75% Market Rate Multi-Family Housing REV Grant for a term of 20 years as set forth in the Development Agreement; and

WHEREAS, DIA is recommending approval of a REV Grant in an aggregate amount not to exceed \$12,500,000, calculated as up to 75% of the incremental increase in the municipal and county portion of ad valorem taxes received from the project for twenty (20) years on the condominium interest in the residential units in each Mixed-Use Component building, using the assessed value for the year 2020 as the "Base Year", which shall be \$9.00 per square foot of the underlying property actually conveyed for such development; and

WHEREAS, the Developer is required to make a minimum capital investment of \$95,000,000 in the Mixed-Use Component by the date that is 48 months from the Effective Date of the Development Agreement otherwise the REV Grant will be terminated and the Developer will repay the City the entire amount of the REV Grant that has been previously paid to the Developer, if any; and

WHEREAS, eligibility for the REV Grant does not require a minimum capital investment level for the development of the condominium residential units in the Mixed-Use Component independent of the minimum capital investment required for the Mixed-Use Component in total; and

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

WHEREAS, the Downtown East portion of the Northbank Downtown TIF District has duration through December 31, 2045, pursuant to Section 163.387(2)(a), Florida Statutes, and the Development Agreement provides that should the Downtown East portion of the Combined Northbank Downtown TIF District terminate or expire prior to full payment of the REV Grant in accordance with such Development Agreement, the City shall pay any remaining portion of the REV Grant in accordance with the terms of the Development Agreement; and

BE IT RESOLVED, by the Downtown Investment Authority:

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

Section 2. The DIA finds that this resolution furthers the following Redevelopment Goals and Strategic Objectives within the Northbank Downtown Community Redevelopment Area Plan:

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

Strategic Objectives:

1. Increase the opportunities for Downtown employment.
2. Support the expansion of entertainment and restaurant facilities.

Redevelopment Goal No. 2 – Increase rental and owner-occupied housing downtown, targeting key demographic groups seeking a more urban lifestyle.

Strategic Objectives:

1. Actively pursue a minimum of 3,850 built and occupied multi-family dwelling units by 2025; and strive to induce construction of 350 multi-family dwelling units per year.
2. Coordinate marketing efforts for downtown housing opportunities to achieve blanket coverage on a local, regional, state, and national level.

The Project increases the opportunities in the rental market, and contributes to the annual dwelling unit count goals.

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

1. Provide publicly owned land and building space for public and private development which will support and strengthen Downtown's commercial and residential base and comply with the other Redevelopment Goals.
2. Initiate public-private partnerships.

Redevelopment Goal No. 6 – Maintain a clean and safe 24-7 Downtown for residents, workers, and visitors.

1. Promote a larger residential presence through development opportunities of all types of price ranges, including mixed-income and mixed-use structures.
2. Provide increased walkability through: Support and attract additional commercial, service, residential, transportation, recreation, and open space uses.

The Project will allow for residential uses that do not currently exist in the immediate vicinity.

Section 3. The DIA hereby recommends approval of a REV Grant of up to 75% of the incremental increase in the municipal and county portion of ad valorem taxes generated from the condominium interest in the residential units in each Mixed-Use Component building above the Base Year taxable value, for twenty (20) years, in an amount not to exceed \$12,500,000 subject to the terms and conditions as captured herein, in the Legislation, and in the Development Agreement.

Section 4. The DIA hereby authorizes its CEO to take all necessary action to effectuate the purposes of this Resolution subject to the terms and conditions as captured herein, in the Legislation, and in the Development Agreement.

Section 5. This Resolution, 2020-11-02, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Ron Moody, Chairman

Date

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

SUPPLEMENTAL INFORMATION

LOT J REV GRANT STAFF REPORT

**Downtown Investment Authority
Lot J Multifamily REV Grant
Staff Report
October 30, 2020**

Applicant: Jacksonville I-C Parcel One Holding Company, a joint venture between Gecko Investments, LLC (an affiliate of the Jacksonville Jaguars) and Jacksonville I-C Parcel One Holding Company Investors, LLC (an affiliate of The Cordish Companies)

Project: A portion of the Lot J Development Project consisting of Two luxury mid-rise residential buildings similar in quality to The Cordish Companies’ developments in Kansas City and St. Louis (with a minimum of 400 units in the aggregate which shall be constructed with approximately 700 parking spaces located in one or more parking garages or as street parking) (the “Mixed-Use Component” of the Project)

Program Request: Recapture Enhanced Value (“REV”) Grant
REV Requested: 75% / 20 Years
REV Amount (Not to exceed): \$12,500,000

Scope of Review: 1. Consideration of Multifamily REV Grant; and 2. Allocation of Development Rights

The DIA’s scope of review of the Lot J Redevelopment Proposal currently pending before Council pursuant to bill 2020-648 is limited to consideration of the multi-family REV grant and the requested Allocation of Development Rights. We are reviewing the REV grant expressly because it is paid from the Tax Increment Funds of the Combined Northbank CRA. We are handling the allocation of development rights because DIA is the defined Master Developer under the Downtown Development of Regional Impact. The legislation and attached agreements contemplate that all other obligations are City obligations and not obligations of the Community Redevelopment Agency.

Pursuant to Florida Statutes, as a Community Redevelopment Agency, we have responsibility for redevelopment proposals within our boundaries to the extent that authority is delegated by City Council. Chapter 55 of the Ordinance Code retains to City Council some authority that could be delegated by statute, and among other things gives DIA the authority to dispose of “property acquired for or intended to be used for community redevelopment purposes.” Until very recently, we had been advised by legal counsel that property used by the City for other City purposes but within the boundaries of Downtown, did not meet that definition and was not subject to our disposition procedures and review. For several years, the Mayor’s office moved forward with negotiations on Lot J also with that understanding. We have now been advised that several case law interpretations now lead to the conclusion that City-owned and utilized property comes under DIA jurisdiction when it is made available for redevelopment. It is for this reason that 2020-648 contains numerous waivers of Chapter 55 and Chapter 500.

Section 19 of Ordinance 2020-648 waives the requirements of the BID plan with regard to the calculation of the amount of the REV grant and the maximum term thereof. Therefore, we are evaluating only consistency with the CRA Goals and the impact on the tax increment district.

Current Status

The City of Jacksonville is currently the owner of tax parcel 130572-0150 which is commonly referred to as Lot J and developed as 1,309 paved parking spaces. The property is currently committed to parking use pursuant to the Jaguars Lease and is managed by ASM Global. Lot J is currently assessed at a land value of \$9.00 per square foot for a total of \$3,618,531 with an additional \$42,057 of improvements such as asphalt and light fixtures. As City-owned property, the parcel is currently tax exempt. We are not reviewing any information regarding current income derived from use of the parking spaces that may be located on the parcels proposed to be developed for the future Mixed Use Component as this is City income and does not inure the tax increment District. For our purposes, the current income is zero and the base year assessed value is \$9.00 per square foot of the to-be-determined Mixed Use Component parcel or parcels.

Proposed Redevelopment

The development will create a minimum of 400 class “A” apartments between two luxury midrise buildings. The Mixed-Use component is contemplated to be structured as two independent condominium regimes, one for each building. In accordance with Section 5.3 (e) of the Redevelopment Agreement, the Developer Subsidiary, and beneficiary of the REV Grant, will own the residential condominium units in each building and the City will own the condominium interest in the Parking garage and Live! Components contained in such buildings.

As design of the Mixed Use Component is still conceptual in nature, we offer no comment on open space, recreational facilities for residents, and similar building amenities or on-site facilities for residents but note that per the Redevelopment Agreement the Developer is required to comply with the Downtown Overlay, design standards and the Comprehensive plan unless subsequent waivers are sought from City Council.

The Developer

The Cordish Companies’ are privately held, and were established in the Baltimore-Washington area in 1910. The founder’s grandson, David Cordish has been the Chairman and CEO of the company since 1968. Fourth generation members of the Cordish family play instrumental roles in the firm’s operations including:

Blake Cordish: Principal and Vice President of The Cordish Companies, as well as President of its Real Estate Development division responsible for the development, design and construction of the Company’s portfolio of commercial real estate, coworking spaces, entertainment districts, gaming, hotels, residential, restaurant and sports-anchored projects. Blake Cordish has overseen the development of several major projects within the Company’s portfolio including the Power & Light District in Kansas City, MO; Maryland Live! Casino & Hotel in the Baltimore/Washington Corridor; Fourth Street Live! in Louisville, KY; and the Seminole Hard Rock Hotels & Casinos in Hollywood and Tampa, FL.

Reed Cordish: Principal and Partner of The Cordish Companies, President of Entertainment Consulting International (ECI), an entertainment and restaurant company. Reed Cordish has played a pivotal role in developing the company's Live! brand, which has grown to encompass large-scale entertainment projects, sports-anchored districts, casinos, hotels and residential projects.

Jon Cordish: Principal, Vice President & the Director of Finance for The Cordish Companies of Baltimore, Maryland, USA.

Cordish holds themselves out as “the country’s largest and most successful developer of mixed-use districts developed in partnership with professional sports venues and team owners.” The firm has created similar districts including Ballpark Village in St. Louis and Xfinity Live! in Philadelphia, which are said to “transform stadium areas into year-round destinations to play, live and work.” Florida developments include Live! Resorts Pompano, the Seminole Hard Rock Hotel and Casino: Hollywood, and the Seminole Hard Rock and Casino: Tampa.

In addition to serving as master developer on projects, Cordish is shown to have in-house expertise and capabilities in business operations with departments for Construction, Architecture, Engineering, Leasing and Property Management, among others. The Cordish website indicates that it “owns and operate businesses as diverse as Live! Casino & Hotel Maryland, with over 3,400 full-time employees in this one project alone, to luxury apartments such as the One Light tower in Kansas City, to co-working offices spaces, such as Spark in Baltimore.”

Consistency with CRA Plan Goals:

The Mixed-Use Component is found to consistent with the following Goals:

Redevelopment Goal No. 2 – Increase rental and owner-occupied housing downtown, targeting key demographic groups seeking a more urban lifestyle.

1. Actively pursue a minimum of 3,850 built and occupied multi-family dwelling units by 2025; and strive to induce construction of 350 multi-family dwelling units per year.
2. Coordinate marketing efforts for downtown housing opportunities to achieve blanket coverage on a local, regional, state, and national level.

The Project increases the opportunities in the rental market, and contributes to the annual dwelling unit count goals

Redevelopment Goal No. 6 – Maintain a clean and safe 24-7 Downtown for residents, workers, and visitors.

1. Promote a larger residential presence through development opportunities of all types of price ranges, including mixed-income and mixed-use structures.
2. Provide increased walkability through: Support and attract additional commercial, service, residential, transportation, recreation, and open space uses.

The Project will allow for residential uses that do not currently exist in the immediate vicinity

The larger Project, of which the Mixed-Use Component is an integral part, is found to be consistent with:

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

1. Increase the opportunities for employment within Downtown.

2. Support the expansion of entertainment and restaurant facilities.

Redevelopment Goal 3 - Simplify the approval process for Downtown development and improve departmental and agency coordination

1. Initiate public-private partnerships
2. Provide publicly owned land and building space for public and private development which will support and strengthen Downtown's commercial and residential base and comply with the other Redevelopment Goals.

REV Grant Considerations:

As found in the BID Plan, "Tax Increment Financing (TIF) revenue is used to leverage public funds to promote redevelopment activities in community redevelopment areas. A TIF captures the future tax benefits of real estate improvements in a CRA to pay the current cost of making improvements as part of the Community Redevelopment Area Plan. A Redevelopment Trust Fund is established for the tax increment revenue and dedicated to redevelopment." The subject Mixed-Use Component of the redevelopment is located within the Northbank Downtown CRA with incremental tax revenue contributing to the balance in the Downtown East Redevelopment Trust Fund. As such, incremental contributions above the base line are eligible for appropriation to incentivize redevelopment activity within the CRA TIF district.

The Development Agreement, in Section 14.1, provides for a Recapture Enhanced Value ("REV") Grant on the Mixed-Use Component "in a total amount not to exceed \$12,500,000, payable in annual installments beginning in the first year following Substantial Completion of the Mixed-Use Component and inclusive of the applicable portion of the Conveyed Property on the City tax rolls at full assessed value (the Initial Year) and ending twenty years thereafter but not later than 2046 (the "Final Year").

Base Year: Since the Agreement defines the base year assessed value and the REV is only paid on the actual project revenues above the base year, the CRA will only be obligated to return a portion of the future revenue it actually receives. The CRA is protected from any obligation to make payments in excess of revenue received and the City will in fact receive tax revenue on the currently exempt base value.

Duration: Although the REV may extend beyond the life of the CRA, per terms of the Development Agreement, "Should the Downtown East portion of the Combined Downtown Northbank CRA ("TIF") terminate or expire prior to full payment of the REV Grant in accordance with this Agreement, the City shall pay any remaining portion of the REV Grant in accordance with the terms of this Agreement." The CRA can commit to payment of the REV throughout the remainder of its life and the Agreement addresses any impacts of expiration of the CRA prior to expiration of the 20-year REV term.

Annual Project Revenue: Only the residential condominium units within the Mixed Use Component will be taxable. Thus, the Annual Project Revenue generated by the Mixed-Use Component and on which the REV is paid will be limited to taxes paid on the residential condominium portion of the buildings. The definition of Annual Project Revenue in this Redevelopment Agreement is consistent with language used for all other REV grants and ensures that the CRA will not be required to pay a REV grant on assessed but tax-exempt value.

Development Budget: The Mixed-Use Component will provide a minimum of 400 residential units, which serves as the basis for the following analysis.

While the proposed construction costs and parcel footprint of the Mixed-Use Component are not yet finalized, the Agreement contemplates an aggregate cost for the Mixed Use component and hotel of approximately \$229 million and a reduction in the City's obligation if the minimum investment is less than that number. We cannot determine how that construction cost might be allocated between the components, and what portion of the costs for the Mixed-Use Component are attributable to the tax exempt parking garage and Live components of those buildings in order to directly calculate the potential REV grant.

However, in order to achieve the maximum REV payout, a calculation of the proposed REV is possible by calculation of the minimum expenditure required as an incremental increase in ad-valorem taxes, on real and tangible personal property, over the base year assessed property value. The land value of this parcel has been established by the Jacksonville Property Appraiser's Office as \$9.00 per square foot (\$3,618,531 / 402,059 total square feet). This valuation is also consistent with the value assigned to the surrounding parcels also owned by the City, including the adjacent retention pond which is also proposed to be part of the Lot J development

Given an estimated increase in value of 2% annually, City/County Operating Millage of 11.4419%, and an estimated footprint for the two buildings of 5 acres valued at \$9 psf, the required net incremental value generated to support the REV Grant is calculated at \$62,129,800. Grossing that amount to include the estimated value of the underlying parcel and the standard appraiser's discount assumption of 15% yields a required total gross development cost estimate of \$75,400,000 for the taxable residential condominium components. In light of aggregate minimum investment number of \$229,000,000 it is indeed likely that the residential component assessed value will reach this amount, and if it does not, the amount of the REV is proportionately reduced by definition.

The annual incremental Ad Valorem tax increase attributable to the City is estimated to average \$833,711 per year over the twenty-year REV period, with consideration given to the 4% early pay discount. With an average 75% REV payment estimated at \$625,283, the net incremental contribution to the TIF would approximate \$208,428 annually, or \$4,168,553 over the twenty-year REV period. The incremental increase towards the Duval County School Board, the St. John's River Water Management District, and Florida Inland Waterways is projected to average \$468,039 per year, or \$9,360,781 in total, over the twenty-year REV period and net of the 4% early pay discount.

Conclusion:

Given that the construction of the Mixed Use Component furthers the CRA goals for addition of residential units, that the CRA plan expressly contemplates the use of REV grants to incentivize market rate multi-family development, and that the CRA is protected in as much as it is only obligated to rebate a portion of the actual increase in tax revenues received by the tax increment district; we recommend approval of the 75% 20-year REV grant on the residential condominium portion of the Mixed Used Component.

**Jacksonville Downtown Investment Authority
Estimation of Tax Revenues**

Development Name:
Lot J Mixed-Use Component

Assets	Initial Value	Year 1	2	3	4	5	6	7	8	9	10
Land	(1) \$ -		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Costs	\$ -		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Renovations (Taxable)	\$ -		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Land and Buildings	\$ -	\$75,400,000	\$76,908,000	\$78,446,160	\$80,015,083	\$81,615,385	\$83,247,693	\$84,912,646	\$86,610,899	\$88,343,117	\$90,109,980
Assess. Assumption	(1) 85%	\$64,090,000	\$65,371,800	\$66,679,236	\$68,012,821	\$69,373,077	\$70,760,539	\$72,175,749	\$73,619,264	\$75,091,650	\$76,593,483
Growth Assumption	2.00%										
Less: Market Value Per COJ Property Appraiser	\$ 1,960,200	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)
Total Incremental Value Generated		\$62,129,800	\$63,411,600	\$64,719,036	\$66,052,621	\$67,412,877	\$68,800,339	\$70,215,549	\$71,659,064	\$73,131,450	\$74,633,283
2020 Approved Millages											
County Operating Millage	(2) 11.4419%	\$710,883	\$725,549	\$740,509	\$755,767	\$771,331	\$787,207	\$803,399	\$819,916	\$836,763	\$853,947
County Debt Serv. Millage	(2) 0.0000%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
School Bd. Operating Millage	(2) 6.1500%	\$382,098	\$389,981	\$398,022	\$406,224	\$414,589	\$423,122	\$431,826	\$440,703	\$449,758	\$458,995
School Bd. Debt Ser. Millage	(2) 0.0000%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Urban Service District 1 Millage	(2) 0.0000%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
St. John's Water Mgt. Millage	(2) 0.2414%	\$14,998	\$15,308	\$15,623	\$15,945	\$16,273	\$16,608	\$16,950	\$17,298	\$17,654	\$18,016
FL. Inland Navigation Millage	(2) 0.0320%	\$1,988	\$2,029	\$2,071	\$2,114	\$2,157	\$2,202	\$2,247	\$2,293	\$2,340	\$2,388
Total Ad Valorem Taxes	17.8653%	\$1,109,968	\$1,132,867	\$1,156,225	\$1,180,050	\$1,204,351	\$1,229,139	\$1,254,422	\$1,280,211	\$1,306,515	\$1,333,346
County Ad Valorem Taxes		\$710,883	\$725,549	\$740,509	\$755,767	\$771,331	\$787,207	\$803,399	\$819,916	\$836,763	\$853,947
4% Discount for Nov. Payment		\$28,435	\$29,022	\$29,620	\$30,231	\$30,853	\$31,488	\$32,136	\$32,797	\$33,471	\$34,158
Incremental Ad Valorem Tax Increase		\$682,448	\$696,527	\$710,888	\$725,537	\$740,478	\$755,718	\$771,263	\$787,119	\$803,292	\$819,789
REV Grant Percent:	75.00%		75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%
Applicable Grant		\$511,836	\$522,395	\$533,166	\$544,153	\$555,359	\$566,789	\$578,447	\$590,339	\$602,469	\$614,842
Portion of Ad Valorem that contributes to the TIF		\$170,612	\$174,132	\$177,722	\$181,384	\$185,120	\$188,930	\$192,816	\$196,780	\$200,823	\$204,947

(1) - Estimated value based on the Cost approach, therefore 85% of the valuation is used for assessment purposes.

(2) - 2020 Millage Rates are unchanged from 2019

(coj.net/departments/property-appraiser/docs/2019-millage-final.aspx)

**Jacksonville Downtown Investment Authority
Estimation of Tax Revenues**

**Development Name:
Lot J Mixed-Use Component**

Assets	Initial Value	11	12	13	14	15	16	17	18	19	20	Totals
Land	(1) \$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Costs	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Renovations (Taxable)	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Land and Buildings	\$ -	\$91,912,179	\$93,750,423	\$95,625,431	\$97,537,940	\$99,488,699	\$101,478,473	\$103,508,042	\$105,578,203	\$107,689,767	\$109,843,562	
Assess. Assumption	(1) 85%	\$78,125,352	\$79,687,859	\$81,281,617	\$82,907,249	\$84,565,394	\$86,256,702	\$87,981,836	\$89,741,473	\$91,536,302	\$93,367,028	
Growth Assumption	2.00%											
Less: Market Value Per COJ Property Appraiser	\$ 1,960,200	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	\$ (1,960,200)	
Total Incremental Value Generated		\$76,165,152	\$77,727,659	\$79,321,417	\$80,947,049	\$82,605,194	\$84,296,502	\$86,021,636	\$87,781,273	\$89,576,102	\$91,406,828	
2020 Approved Millages												
County Operating Millage	(2) 11.4419%	\$871,474	\$889,352	\$907,588	\$926,188	\$945,160	\$964,512	\$984,251	\$1,004,385	\$1,024,921	\$1,045,868	\$17,368,969
County Debt Serv. Millage	(2) 0.0000%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
School Bd. Operating Millage	(2) 6.1500%	\$468,416	\$478,025	\$487,827	\$497,824	\$508,022	\$518,423	\$529,033	\$539,855	\$550,893	\$562,152	\$9,335,789
School Bd. Debt Ser. Millage	(2) 0.0000%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Urban Service District 1 Millage	(2) 0.0000%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
St. John's Water Mgt. Millage	(2) 0.2414%	\$18,386	\$18,763	\$19,148	\$19,541	\$19,941	\$20,349	\$20,766	\$21,190	\$21,624	\$22,066	\$366,449
FL. Inland Navigation Millage	(2) 0.0320%	\$2,437	\$2,487	\$2,538	\$2,590	\$2,643	\$2,697	\$2,753	\$2,809	\$2,866	\$2,925	\$48,576
Total Ad Valorem Taxes	17.8653%	\$1,360,713	\$1,388,628	\$1,417,101	\$1,446,143	\$1,475,767	\$1,505,982	\$1,536,802	\$1,568,239	\$1,600,304	\$1,633,010	\$27,119,783
County Ad Valorem Taxes		\$871,474	\$889,352	\$907,588	\$926,188	\$945,160	\$964,512	\$984,251	\$1,004,385	\$1,024,921	\$1,045,868	\$17,368,969
4% Discount for Nov. Payment		\$34,859	\$35,574	\$36,304	\$37,048	\$37,806	\$38,580	\$39,370	\$40,175	\$40,997	\$41,835	\$694,759
Incremental Ad Valorem Tax Increase		\$836,615	\$853,778	\$871,284	\$889,141	\$907,354	\$925,932	\$944,881	\$964,209	\$983,924	\$1,004,033	\$16,674,211
REV Grant Percent:		75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	
Applicable Grant		\$627,461	\$640,334	\$653,463	\$666,855	\$680,515	\$694,449	\$708,661	\$723,157	\$737,943	\$753,025	\$12,505,658
Portion of Ad Valorem that contributes to the TIF		\$209,154	\$213,445	\$217,821	\$222,285	\$226,838	\$231,483	\$236,220	\$241,052	\$245,981	\$251,008	\$4,168,553

(1) - Estimated value based on the Cost approach, therefore 85% of the valuation

(2) - 2020 Millage Rates are unchanged from 2019

(coj.net/departments/property-appraiser/docs/2019-millage-final.aspx)

TAB IV.A

**OCTOBER 14, 2020 DOWNTOWN INVESTMENT AUTHORITY BOARD MEETING
MINUTES**



Downtown Investment Authority
Zoom Meeting
Wednesday, October 14 2020, at 3:47 p.m.

Downtown Investment Authority
MEETING MINUTES

DIA Board Members: Ron Moody, Chairman; Braxton Gillam, Esq., Vice Chairman; Oliver Barakat; Craig Gibbs, Esq.; David Ward, Esq.; Jim Citrano; Bill Adams, Esq.; and Todd Froats

DIA Board Members Excused: Carol Worsham, Secretary

Mayor's Staff: None

Council Members: Council Member LeAnna Cumber, District 5

DIA Staff: Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Development; John Crescimbeni, Contract and, Regulatory Compliance Manager; Guy Parola, Operations Manager; Lori Radcliffe-Meyers, Redevelopment Coordinator; and Ina Mezini, Marketing and Communications Specialist.

Office of General Counsel: John Sawyer, Esq.

CALL TO ORDER: Chairman Moody called to order the Downtown Investment Authority Board Meeting at 3:47 p.m.

IV. DOWNTOWN INVESTMENT AUTHORITY MEETING

A. SEPTEMBER 16, 2020, DOWNTOWN INVESTMENT AUTHORITY BOARD MEETING APPROVAL OF THE MINUTES.

Motion: Vice Chair Gillam moved to approve the minutes as presented

Seconded: Boardmember Citrano seconds the motion

Seeing no further discussion, the motion passes as follows:

Vote: Aye: 8 Nay: 0 Abstain:

THE MOTION PASSED UNANIMOUSLY 8-0-0

B. RESOLUTION 2020-10-03: ALLOCATION OF DEVELOPMENT RIGHTS - DORO

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ALLOCATING UP TO ONE HUNDRED FORTY-FOUR (144) UNITS OF MULTI-FAMILY DEVELOPMENT RIGHTS AND UP TO TEN THOUSAND (10,000) SQUARE FEET OF COMMERCIAL RETAIL DEVELOPMENT RIGHTS FROM THE NORTHSIDE EAST COMPONENT AREA OF THE CONSOLIDATED DOWNTOWN DEVELOPMENT OF REGIONAL IMPACT (“DRP”) TO JACKSONVILLE PROPERTIES I, LLC, FOR USE ON DUVAL COUNTY TAX PARCELS 131133 0000, 131134 0000, 131135 0000, AND 131136 0000 (“PROPERTY”); AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO EXECUTE ANY CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

Guy Parola, Operations Manager, provided a brief presentation on Resolution 2020-10-03. Mr. Parola provided a summary on the internal conversion of development rights within the project, and further summarized the balance of necessary development rights for the 247 multi-family units and 9,000 square feet of commercial entitlements allocated by Resolution 2020-10-03.

The aforementioned concluded staff’s presentation. Chair Moody then brought the item into the Committee for discussion. In order of Committee and Board Members acknowledged by the Chair, the following discussion occurred:

Motion: Boardmember Gibbs moved to approve Resolution 2020-10-03 as presented

Seconded: Vice Chair Gillam seconds the motion

Seeing no further discussion, the motion passes as follows:

Vote: Aye: 8 Nay: 0 Abstain:

THE MOTION PASSED UNANIMOUSLY 8-0-0

V. CEO INFORMATIONAL BRIEFING CHAIRMAN REPORT

- CEO Boyer requested a special meeting of the DIA Board tentatively scheduled for October 28th to discuss the Lot J development proposal.
- CEO Boyer confirmed that the new Downtown Historic Preservation programs [Historic Preservation and Revitalization Trust Fund “HPRTC” and Downtown Preservation and Revitalization Program “DPRP”, Ordinance 2020-527] were approved by City Council on October 13th.

- CEO Boyer discussed the potential for in-person meetings beginning in November. CEO Boyer discussed potential locations and implementation.
- CEO Boyer provided an update on the BID / CRA Professional Services RFP, noting that at the City's Professional Services Evaluation Committee, the highest ranked responded was confirmed [GAI/Community Solutions Group] and contract/fee negotiations have begun. CEO Boyer provided a brief summary of the four tasks comprising the Scope of Services.
- CEO Boyer informed the Board that public records requested relating to the MPS lawsuit have been submitted.

The above concluded CEO Boyer's report.

V. CHAIRMAN REPORT

- Chairman Moody thanked CEO Boyer for her hard work and dedication.

The above concluded Chairman Moody's report.

VI. ADJOURN

ADJOURNMENT: Seeing no further discussion from the Board, Chairman Moody adjourned the meeting at 4:03 p.m.

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

TAB IV.B

RESOLUTION 2020-11-03: ALLOCATION OF DEVELOPMENT RIGHTS – LOT J

RESOLUTION 2020-11-03

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) ALLOCATING FIVE HUNDRED (500) UNITS OF MULTI-FAMILY, TWO HUNDRED AND FIFTY (250) HOTEL ROOMS, FIFTY THOUSAND (50,000) SQUARE FEET OF OFFICE, AND TWO HUNDRED THOUSAND (200,000) SQUARE FEET OF COMMERCIAL ENTITLEMENTS TO JACKSONVILLE I-C PARCEL ONE HOLDING COMPANY (“DEVELOPER”); ALLOCATING THESE ENTITLEMENTS FROM THAT APPROXIMATELY NINETY-FOUR (±94) ACRE AREA COMMONLY REFERRED TO WITHIN THE CONSOLIDATED DOWNTOWN DEVELOPMENT OF REGIONAL IMPACT (“DRI”) AS “THE SHIPYARDS, METROPOLITAN PARK AND LOT J” FOR USE ON THAT PROPERTY COMMONLY REFERRED TO AS “LOT J”, AS MORE FULLY ILLUSTRATED BY EXHIBIT ‘A’ TO THIS RESOLUTION; UTILIZING THE “SHIPYARDS LAND USE TRANSPORTATION/TRADE-OFF MATRIX” WITHIN THE DRI DEVELOPMENT ORDER TO EFFECTUATE THE CONVERSION OF ONE HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED AND FORTY-FOUR (166,444) SQUARE FEET OF GENERAL OFFICE ENTITLEMENTS TO ONE-HUNDRED THOUSAND SQUARE FEET OF COMMERCIAL ENTITLEMENTS; PROVIDING THAT ANY UNUSED ENTITLEMENTS AS OF SIXTY (60) MONTHS FROM MEMORIALIZATION OF THIS ALLOCATION OF DEVELOPMENT RIGHTS INTO AN EXECUTED REDEVELOPMENT AGREEMENT, OR FUNCTIONAL EQUIVALENT, SHALL RETURN TO THE DIA FOR FUTURE ALLOCATIONS LIMITED TO USE ON THE “SHIPYARDS, METROPOLITAN PARK AND LOT J” PROPERTY; AUTHORIZING THE DIA CHIEF EXECUTIVE OFFICER TO EXECUTE ANY CONTRACTS AND DOCUMENTS AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WHEREAS, through its adoption of Ordinance 2001-450-E and approval of a Notice of Proposed Change (“NOPC”) to the DRI, the City Council amended the DRI Development Order to allocate 150 boat slips, 662 multi-family units, 100,000 square commercial, 1,000,000 square feet of office, and 350 hotel rooms to Trilegacy Group, LLC., for use on the 44.7 acre “Shipyards” property; and

WHEREAS, through its adoption of Ordinance 2001-450-E, the City Council removed the abovementioned entitlements from use on other properties within the Northside Component Area of the DRI; and

WHEREAS, through its adoption of Ordinance 2005-390-E and its companion NOPC, the City Council assigned those entitlements previously allocated to Trilegacy Group, LLC., to Landmar Group, LLC., continuing the limitation of those entitlements for use on the 44.7 acre “Shipyards” property; and

WHEREAS, through its adoption of Ordinance 2005-391-E, the City Council approved an additional 250 marina slips allocation to the “Shipyards” entitlements; and

WHEREAS, due to the downturn of the real estate market, in 2009 LandMar Group, LLC., was unable to development the Shipyards property and filed for bankruptcy protection, a result of which was the City Council adopting Ordinance 2010-430-E, which effectuated the City obtaining title to the Shipyards property and the accompanying entitlements; and

WHEREAS, through its adoption of Ordinance 2018-0771 and its accompanying NOPC, the City Council expanded the geographic boundaries of the Shipyards entitlements to include the Shipyards, Metropolitan Park and Lot J properties, but did not increase the amount of previously allocated entitlements specifically assigned to these properties in the aggregate; and

WHEREAS, Ordinance 2020-0648 is currently pending City Council action, and includes a Development Agreement with the Developer for the redevelopment of Lot J; and

WHEREAS, the abovementioned Development Agreement includes an allocation of 500 multi-family units, 200,000 square feet of commercial, 250 hotel rooms and 50,000 square feet of office entitlements from the Shipyards, Metropolitan Park and Lot J properties; and

WHEREAS, there are sufficient entitlements for an allocation of multi-family, hotel room and office entitlements within the Shipyards, Metropolitan Park and Lot J allocation; and

WHEREAS, there are 100,000 square feet of existing commercial entitlements within the Shipyards, Metropolitan Park and Lot J allocation, with the balance of the requested 200,000 square feet effectuated by conversion of 166,444 square feet of office entitlements to 100,000 square feet of commercial entitlements through utilization of the “Shipyards Land Use Transportation/Trade-Off Matrix” within the DRI Development Order; and

WHEREAS, both the allocation and conversion of entitlements require action by the DIA as the Master Developer for Downtown; and

WHEREAS, upon adoption of Resolution 2020-11-03 by DIA and Ordinance 2020-0648 by City Council, there will be a remaining balance of 400 marina slips, zero square feet of commercial, 162 multi-family units, 100 hotel rooms, and 783,556 square feet of office entitlements for use on the Shipyards and Metropolitan Park,

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

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

Section 2. The DIA converts one-hundred sixty-six thousand four hundred and forty-four (166,444) square feet of office entitlements within the Shipyards, Metropolitan Park and Lot J allocations to one hundred thousand (100,000) square feet of commercial entitlements.

Section 3. The DIA allocates five hundred (500) units of multi-family, two hundred and fifty (250) hotel rooms, fifty thousand (50,000) square feet of office and two hundred thousand (200,000) square feet of commercial entitlements to Jacksonville I-C Parcel One Holding Company for use on that property referred to as Lot J and as more fully illustrated by Exhibit 'A' to this resolution.

Section 4. Jacksonville I-C Parcel One Holding Company may assign entitlements from the allocation for use on Lot J to others, but only for use on Lot J, pursuant to provisions governing such within a Redevelopment Agreement approved as part of adoption of Ordinance 2020-0648 by the City Council.

Section 5. Any balance of unused entitlements as of sixty (60) months from the date of execution of a Development Agreement shall return to the DIA without further action by the DIA.

Section 6. The DIA Chief Executive Officer is authorized to execute any contracts and documents and otherwise take all necessary action in connection therewith to effectuate the purposes of this resolution.

Section 7. This Resolution 2020-11-03 shall become effective on the date it is signed by the Chair of the DIA Board.

[SIGNATURES ON FOLLOWING PAGE]

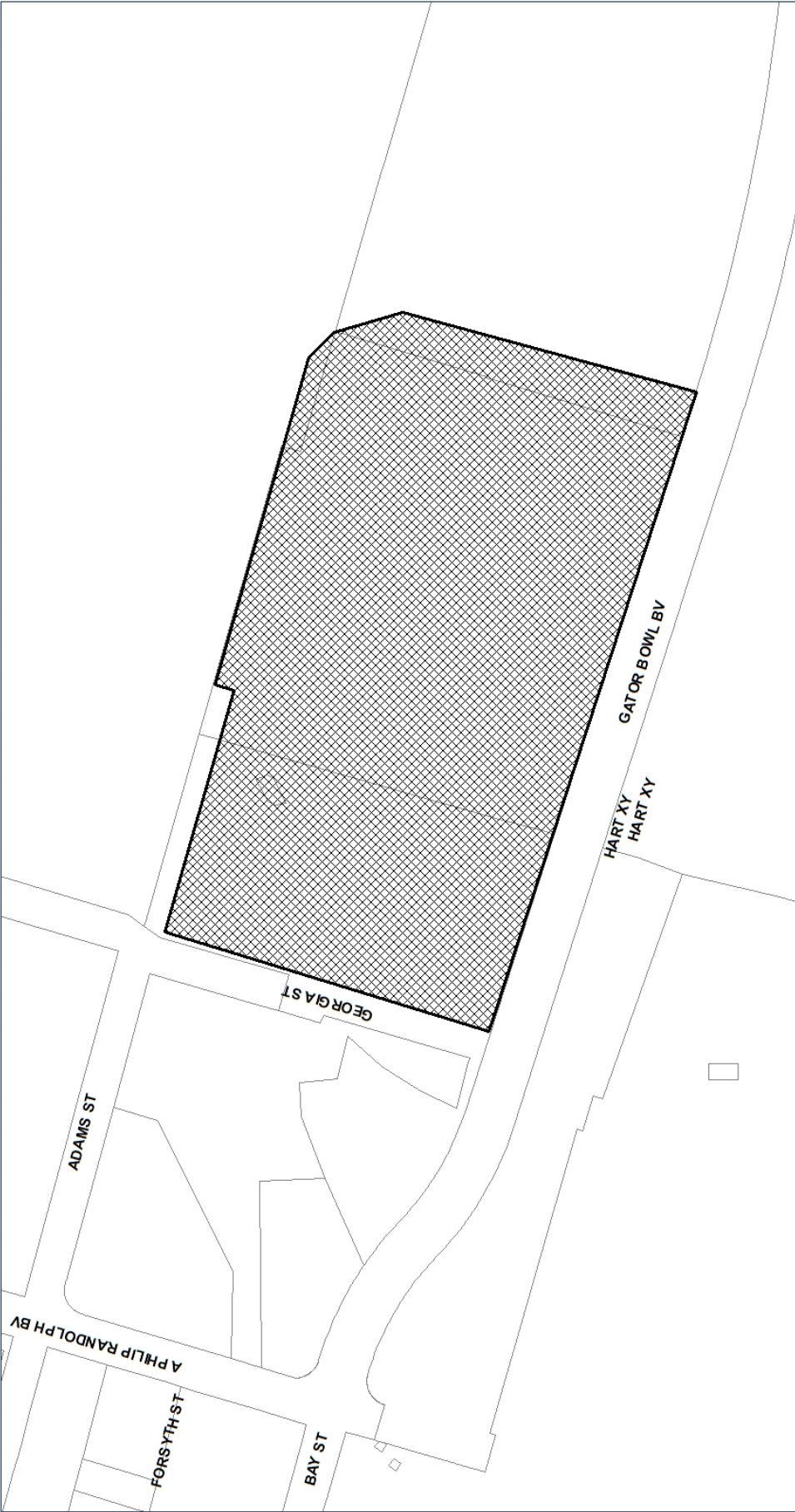
WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Ron Moody, Chairman

Date

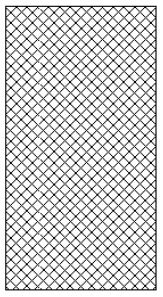
VOTE: In Favor: _____ Opposed: _____ Abstained: _____



RESOLUTION 2020-11-03 EXHIBIT A

NOT TO SCALE

LOT J



SUPPLEMENTAL INFORMATION

**LOT J ALLOCATION OF DEVELOPMENT RIGHTS
MEMORANDUM**



Downtown Investment Authority

MEMORANDUM

DATE: November 18, 2020

TO: DIA Board of Directors

THROUGH: Ron Moody, Chair

FROM: Guy Parola, Operations Manager

RE: Resolution 2011-11-03, Lot J Allocation of Development Rights

Background

The City obtained title to the Shipyards property and the entitlements for that property in 2010. Upon the creation of DIA as the Community Redevelopment Agency and Master Developer for Downtown via Ordinances 2012-0364-E and 2014-560-E, respectively, the Shipyards property and its entitlements fell under the responsibility of the DIA. The following documents how the Shipyards were entitled and, ultimately, how the entitlements and the Shipyards became property of the City:

- Ordinance 2001-450-E: the City adopts a Notice of Proposed Change (“NOPC”), amending the Consolidated Downtown Development of Regional Impact (“DRI”) to specifically allocate 150 boat slips, 662 multi-family units, 350 hotel rooms, 100,000 square feet of commercial and 1,000,000 square feet of office for use solely on the Shipyards Property in companion to a Development Agreement with Trilegacy Group, LLC. (in contrast to our typical allocations which do not carve such entitlements out of the DRI and assign them to specific parcels);
- Ordinance 2005-390-E: the City adopts an NOPC to assign the entitlements to Landmar Group, LLC., as part of a Development Agreement with Landmar Group, LLC., for use specifically on the Shipyards property;
- In 2009, Landmar Group, LLC., files for bankruptcy protection, ultimately reaching an agreement with the City for conveyance of the Shipyards property and its entitlements to the City (at this point the entitlements are again in City control but still assigned to specific property via the NOPC); and
- In 2018, through the adoption of Ordinance 2018-0771-E and its companion NOPC, the City expanded the geographic area for which the Shipyards entitlements could be applied to include Metropolitan Park and Lot J; noting, however, that the amount of entitlements did not increase.

Request

It is being requested that the Downtown Investment Authority allocate from the existing pool of entitlements for the Shipyards, Metropolitan Park and Lot J, the following:

- 500 multi-family units;
- 250 hotel rooms;
- 50,000 square feet of office; and
- 200,000 square feet of commercial.

Note: the amount of commercial entitlements exceeds the existing 100,000 square feet of commercial entitlements afforded to the Shipyards, Metropolitan Park and Lot J properties. Therefore, utilizing the “Shipyards Land Use Transportation/Trade-Off Matrix”, 166,444 square feet of office entitlements are being converted to 100,000 square feet of commercial.

Remaining Balance of Entitlements

The Shipyards, Metropolitan Park and Lot J properties are entitled for 400 marina slips, 1,000,000 square feet of office, 100,000 square feet of commercial, 662 multi-family units, and 350 hotel rooms in the aggregate. Post allocation, the following balances will remain available for future allocation by the DIA on Metropolitan Park and the Shipyards property:

- 162 multi-family units;
- 100 hotel rooms;
- Zero square feet of commercial;
- 400 marina slips; and
- 783,556 square feet of office.

[APPLICABLE CONVERSION TABLE ON FOLLOWING PAGE]

Shipyards Land Use Transportation/Trade-Off Matrix

		ITE Code	220	310	420	710	820
FROM	ITE Code	Land Use/Units	Multi-Family Dwelling Unit	Hotel Room	Marina Berth	Gen Office 1,000 SF	Retail Com 1,000 SF
	220	Multi-Family/Dwelling Unit	1.0000	1.0508	3.2632	0.4161	0.2500
	310	Hotel/Room	0.9516	1.0000	3.1053	0.3960	0.2379
	420	Marina/Berth	0.3065	0.3220	1.0000	0.1275	0.0766
	710	General Office/1,000 SF	2.4032	2.5254	7.8421	1.0000	0.6008
	820	Retail Commercial/1,000 SF	4.0000	4.2034	13.0526	1.6644	1.0000

Example: How many hotel rooms can be exchanged for 100,000 square feet of General Office? Answer: $100 (1,000 \text{ SF}) \times 2.5254 = 253 \text{ Rooms}$

TAB IV.C

RESOLUTION 2020-11-04: DIA BYLAW AMENDMENTS

RESOLUTION 2020-11-04

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AMENDING SECTION 6.4 (QUORUM) OF THE DIA BYLAWS; DIRECTING BYLAWS TO BE AMENDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the DIA Board of Directors adopted the original DIA Bylaws at their regular meeting of October 30, 2012, and amended such Bylaws at their regular meeting of August 7, 2019, and

WHEREAS, the DIA is authorized to amend provisions of the DIA Bylaws pursuant to Section 14.4 of the current Bylaws; and

WHEREAS, Executive Order 20-69, issued by Governor DeSantis on March 20, 2020, suspended any Florida statute requiring a quorum to be present in person and further allowed local government bodies to utilize communications media technology such as telephonic and video conferencing, and

WHEREAS, Executive Order 20-69 expired at 12:01 a.m. November 1, 2020; and

WHEREAS, Florida Attorney General Advisory Legal Opinion AGO 2020-03 concludes that “any statutory quorum requirement to conduct public business requires the quorum to be present; and that members present by electronic means could not count toward establishing the quorum”; and

WHEREAS, Florida Attorney General Legal Advisory Opinion AGO 2003-41 concludes that “where a rule or statute contemplates that a meeting will be held in a public place with the members physically present, the participation of an absent member in the meeting by telephone conference should be permitted only in extraordinary circumstances and when a quorum of board members is physically present at the meeting” and further provides that a board may determine when such an absence constitutes an extraordinary circumstance; and

WHEREAS, a guidance memorandum issued by the Office of General Counsel dated November 3, 2020 concludes that “a City Board may permit members to use communications media technology to attend, participate and vote at public board meetings after Executive Order 20-69 expires, provided that: (1) a physical quorum is present at the meeting place that is reasonably open to the public; (2) extraordinary circumstances, such as COVID-19, exist that prevent a member from physically attending the meeting place in person; (3) the board member and public attending the meeting place in person can hear and understand any board member that attends the meeting via communications media technology; and (4) such electronic participation by the member is not prohibited by the board’s charter, ordinance, bylaws or other applicable governance documents”; and

WHEREAS, in order to insure compliance with various statutory requirements as interpreted by the Florida Attorney General and the guidance memorandum issued by the Office of General Counsel, the DIA desires to amend Section 6.4 (Quorum) of the DIA Bylaws to allow for the board, when an in person meeting quorum has been established, to determine whether a circumstance preventing a board member from attending the in person meeting is an extraordinary circumstance thereby allowing the board member to participate in and vote during the meeting via communications media technology.

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

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

Section 2. The current DIA Bylaws, adopted October 30, 2012, as amended on August 7, 2019, are hereby further amended, in part, to read as follows:

~~**6.4 Quorum:** All decisions and recommendations of the Board shall require a concurring vote of a majority of the members present. Six (6) members shall establish a quorum. Tie votes shall result in the subject agenda item being continued to the next meeting of the Board. If at any time during the meeting the quorum is lost, such shall be stated in the minutes and no further final action may be taken by the Board.~~

6.4 Quorum: Six (6) members shall establish a quorum. All decisions and recommendations of the Board shall require a concurring vote of a majority of the members participating. Tie votes shall result in the subject agenda item being continued to the next meeting of the Board. If at any time during the meeting the quorum is lost, such shall be stated in the minutes and no further final action may be taken by the Board.

For board meetings (including committee meetings) required to be held at a physical meeting place, a board member may attend, participate, and vote at such meetings using communications media technology (as that term is defined in 28-109, Florida Administrative Code), if (1) the meeting has been properly noticed, (2) a quorum of the board is physically present at the meeting place; and (3) such board member is unable to physically attend the meeting place due to an extraordinary circumstance. Such member's attendance at a board meeting via communications media technology will not be considered an absence for such member. Additionally, such member's attendance may not be counted towards the board's establishment of a quorum. For purposes of this provision, the board hereby approves the following circumstances as extraordinary circumstances that may prevent a board member from physically attending a board meeting in-person (an "Approved Extraordinary Circumstance"):

1. Illness, injury or other health matters; or
2. Out-of-town business related trips.

A board member who attends a board meeting via communications technology due to an Approved Extraordinary Circumstance may do so without further necessary action by the board as long as such member notifies the board chair and board staff prior to the meeting. The board may approve additional extraordinary circumstances, as may be presented to the board, on a case by case basis in the board's good judgement.

Section 3. The staff of the DIA is directed to prepare a revised version of the DIA Bylaws, to be dated November 18, 2020, incorporating the amendment above.

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

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Ron Moody, Chairman

Date

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