

Introduced by Council Members Carlucci, Boylan, Arias, J. Carlucci, and Amaro and Co-Sponsored by Council Member White:

ORDINANCE 2023-876-AW

AN ORDINANCE MAKING CERTAIN FINDINGS AND APPROPRIATING \$22,000,000 TO PROVIDE THE INITIAL FUNDING FOR A CITY PARTICIPATION LOAN TO LAURA TRIO, LLC ("DEVELOPER") IN CONNECTION WITH THE LAURA STREET TRIO PROJECT, TO PROVIDE THE INITIAL FUNDING FOR THE REPLENISHMENT GUARANTY FOR DEVELOPER'S CONSTRUCTION LOAN, IN ACCORDANCE WITH AND AS FURTHER DETAILED IN THE REDEVELOPMENT AGREEMENT AUTHORIZED HEREBY; APPROVING AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA"), OR HER DESIGNEE, AND THE MAYOR, OR HER DESIGNEE, TO EXECUTE, AS APPLICABLE: (1) A REDEVELOPMENT AGREEMENT ("REDEVELOPMENT AGREEMENT") AMONG THE CITY OF JACKSONVILLE ("CITY"), THE DIA AND THE DEVELOPER, TO SUPPORT THE RENOVATION AND REHABILITATION BY DEVELOPER OF THE BUILDINGS KNOWN GENERALLY AS THE FLORIDA NATIONAL BANK BUILDING, BISBEE BUILDING, AND FLORIDA LIFE INSURANCE BUILDING, LOCATED GENERALLY AT THE CORNER OF LAURA AND FORSYTH STREETS, AND THE CONSTRUCTION OF TWO NEW ELEVEN STORY BUILDINGS, WHICH WILL HAVE A MINIMUM OF 140 HOTEL ROOMS AND A MINIMUM OF 165 MULTI-FAMILY UNITS (AS FURTHER DETAILED IN THE REDEVELOPMENT AGREEMENT, COLLECTIVELY, THE

1 "PROJECT"); (2) A REPLENISHMENT GUARANTY BETWEEN
2 THE CITY AND CAPITAL ONE PUBLIC FUNDING, LLC
3 ("GUARANTY") FOR THE CITY TO SERVE AS THE
4 GUARANTOR OF DEVELOPER'S CONSTRUCTION LOAN FOR
5 THE PROJECT; AND (3) RELATED LOAN DOCUMENTS FOR
6 THE CITY PARTICIPATION LOAN AND FORGIVABLE LOAN;
7 WAIVING CONFLICTING PROVISIONS OF CHAPTER 500
8 (COMMUNITY DEVELOPMENT - POLICIES AND
9 PROCEDURES), *ORDINANCE CODE*, TO ALLOW CITY
10 COUNCIL TO APPROVE THE LEGISLATION AND AUTHORIZE
11 THE REDEVELOPMENT AGREEMENT, GUARANTY AND
12 RELATED LOAN DOCUMENTS; WAIVING PROVISIONS OF
13 SECTION 55.108 (2), (4), (8), (9), AND (14)
14 (POWERS AND DUTIES), CHAPTER 55 (DOWNTOWN
15 INVESTMENT AUTHORITY), *ORDINANCE CODE*, TO ALLOW
16 CITY COUNCIL TO EXERCISE THOSE POWERS FOR THE
17 REDEVELOPMENT AGREEMENT AND RELATED AGREEMENTS
18 REFERENCED THEREIN AND FUNCTIONS OF THIS
19 ORDINANCE; WAIVING SECTION 106.331 (A)
20 (INDEBTEDNESS IN EXCESS OF OR CONTRARY TO
21 APPROPRIATIONS PROHIBITED) SUBPART C.
22 (INDEBTEDNESS, LIABILITY OR EXPENDITURE IN
23 EXCESS OF OR CONTRARY TO APPROPRIATIONS) PART 3
24 (APPROPRIATIONS) CHAPTER 106 (BUDGET AND
25 ACCOUNTING CODE), TO AUTHORIZE FUTURE
26 EXPENDITURES BY THE CITY PURSUANT TO THE
27 GUARANTY FOR WHICH NO CURRENT APPROPRIATION HAS
28 BEEN MADE, AND WAIVING THE REQUIREMENT TO
29 SPECIFY A TOTAL MAXIMUM MONETARY INDEBTEDNESS
30 UNDER THE REDEVELOPMENT AGREEMENT; WAIVING
31 REQUIREMENTS OF THE DIA BUSINESS INVESTMENT &

1 DEVELOPMENT PLAN INCLUSIVE OF THE COMMUNITY
2 REDEVELOPMENT AREA PLAN, TO AUTHORIZE THE
3 REDEVELOPMENT AGREEMENT AND RELATED DOCUMENTS;
4 AUTHORIZING THREE DOWNTOWN PRESERVATION AND
5 REVITALIZATION PROGRAM ("DPRP") LOANS, IN AN
6 AGGREGATE AMOUNT NOT TO EXCEED \$16,010,300, TO
7 THE DEVELOPER IN CONNECTION WITH THE HISTORIC
8 ELEMENT OF THE HOTEL COMPONENT, TO BE
9 APPROPRIATED BY SUBSEQUENT LEGISLATION;
10 AUTHORIZING THREE DOWNTOWN PRESERVATION AND
11 REVITALIZATION PROGRAM ("DPRP") LOANS, IN AN
12 AGGREGATE AMOUNT NOT TO EXCEED \$6,024,300, TO
13 THE DEVELOPER IN CONNECTION WITH THE HISTORIC
14 ELEMENT OF THE MULTIFAMILY COMPONENT, TO BE
15 APPROPRIATED BY SUBSEQUENT LEGISLATION;
16 AUTHORIZING A SEVENTY-FIVE PERCENT, TWENTY YEAR
17 TARGETED HOTEL RECAPTURE ENHANCED VALUE GRANT IN
18 THE MAXIMUM AMOUNT NOT TO EXCEED \$5,670,400
19 ("TARGETED HOTEL REV GRANT"); AUTHORIZING A
20 SEVENTY-FIVE PERCENT, TWENTY YEAR MULTI-FAMILY
21 HOUSING RECAPTURE ENHANCED VALUE GRANT IN THE
22 MAXIMUM AMOUNT NOT TO EXCEED \$8,853,600 ("MULTI-
23 FAMILY HOUSING REV GRANT"); AUTHORIZING A CITY
24 PARTICIPATION LOAN IN THE INITIAL PRINCIPAL
25 AMOUNT OF \$22,000,000 FOR A MAXIMUM 25 YEAR
26 TERM; AUTHORIZING A \$2,000,000 FORGIVABLE LOAN
27 TO THE DEVELOPER, AS PREVIOUSLY AUTHORIZED AND
28 APPROPRIATED BY ORDINANCE 2021-453-E, IN
29 ACCORDANCE WITH THE TERMS OF THE REDEVELOPMENT
30 AGREEMENT AUTHORIZED HEREBY; DESIGNATING THE DIA
31 AS CONTRACT MONITOR FOR THE AGREEMENT; PROVIDING

1 FOR OVERSIGHT OF THE PROJECT BY THE DIA;
2 AUTHORIZING THE EXECUTION OF ALL DOCUMENTS
3 RELATING TO THE ABOVE AGREEMENT AND
4 TRANSACTIONS, AND AUTHORIZING TECHNICAL CHANGES
5 TO THE DOCUMENTS; WAIVING THAT PORTION OF THE
6 PUBLIC INVESTMENT POLICY ADOPTED BY ORDINANCE
7 2016-382-E, AS AMENDED, TO AUTHORIZE THE
8 FORGIVABLE LOAN AND CITY PARTICIPATION LOAN THAT
9 ARE NOT CURRENTLY AUTHORIZED BY THE INVESTMENT
10 POLICY; WAIVING THE DPRP GUIDELINES ADOPTED BY
11 ORDINANCE 2020-527-E; WAIVING SECTION
12 91.113(A) (SETTLEMENT AND/OR COMPROMISE OF FINES
13 AND LIENS IMPOSED BY THE MUNICIPAL CODE
14 ENFORCEMENT BOARD OR SPECIAL MAGISTRATE),
15 ORDINANCE CODE, TO WAIVE THE CITY'S POLICY
16 REGARDING SETTLEMENT OF FINES AND LIENS IMPOSED
17 BY THE MUNICIPAL CODE ENFORCEMENT BOARD OR
18 SPECIAL MAGISTRATE; REQUESTING ONE-CYCLE
19 EMERGENCY PASSAGE; PROVIDING AN EFFECTIVE DATE.

20
21 **WHEREAS**, pursuant to Chapter 55, Part 3 (Downtown Preservation
22 and Revitalization Program), *Ordinance Code*, the City of Jacksonville
23 ("City") established the Downtown Preservation and Revitalization
24 Program for purposes of fostering the preservation and revitalization
25 of certain historic and qualified non-historic, buildings located in
26 Downtown Jacksonville; and

27 **WHEREAS**, Laura Trio, LLC (the "Developer") owns certain real
28 property, inclusive of the former Florida National Bank Building
29 located at 51 W. Forsyth Street, the Bisbee Building, located at 47
30 W. Forsyth Street, and the Florida Life Insurance Building, located
31 at 117 N. Laura Street (collectively, the "Trio Buildings"), on which

1 Developer intends to cause the renovation and rehabilitation of the
2 buildings, as further detailed in the Agreement; and

3 **WHEREAS**, the Developer is seeking to: (i) secure Downtown
4 Preservation and Revitalization Program loans consisting of a
5 Historic Preservation Restoration and Rehabilitation Forgivable Loan,
6 a Code Compliance Renovations Forgivable Loan, and a Deferred
7 Principal Loan on the historical elements of each of the Hotel
8 Component, in an aggregate amount not to exceed \$16,010,300, and the
9 Multifamily Component, in an aggregate amount not to exceed \$6,024,300
10 (each, a "DPRP Loan") for exterior rehabilitation and restoration,
11 interior rehabilitation and restoration, and Code required
12 improvements for the Trio Buildings in support of the Project; and
13 (ii) secure a seventy-five percent, 20 year Targeted Hotel REV Grant
14 in the maximum amount of \$5,670,400, and a seventy-five percent Multi-
15 family Housing REV Grant in the maximum amount of \$8,853,600; (iii)
16 secure a City Participation Loan in the initial amount of \$22,000,000
17 ("Participation Loan"), with future advance authorized thereunder for
18 any funds drawn under the Replenishment Guaranty; and (iv) a
19 Forgivable Loan in the amount of \$2,000,000 ("Forgivable Loan"); and

20 **WHEREAS**, the Replenishment Guaranty requires the City to fund a
21 reserve account held by Developer's lender in an annual amount equal
22 to one year of principal and interest payments of the construction
23 loan and thereafter for the City to replenish such amounts on an
24 annual basis for the duration of the 25 year loan term, to the extent
25 Developer's lender draws against the Replenishment Guaranty; and

26 **WHEREAS**, the City Participation Loan shall be secured by a first
27 priority mortgage among Developer, Capital One Public Funding, LLC
28 and the City shall provide that in the event the amounts drawn under
29 the Replenishment Guaranty exceed \$22,000,000, the City may elect to
30 take title to portions of the Project Parcel subject to the mortgage

1 of the City Participation Loan without limiting the City's obligation
2 under the Replenishment Guaranty; and

3 **WHEREAS**, the City Participation Loan shall provide that upon
4 substantial completion of the Project the City will receive twelve
5 percent (12%) of Net Cash Flows (as defined in the Redevelopment
6 Agreement) from the Project for the term of the Participation Loan,
7 and 5% of net proceeds from the sale or refinancing of the Project;
8 and

9 **WHEREAS**, the scope of the Project will include redevelopment of:
10 the Florida National Bank Building to provide approximately 11,090
11 square feet of private dining/wine cellar space, restaurant space and
12 restaurant operating space; the Bisbee Building to provide
13 approximately 48,411 square feet total, inclusive of ground level
14 retail space, conference center space, approximately 8 floors of
15 hotel space, and the Florida Life Insurance Building to provide
16 approximately 23,613 square feet total, inclusive of media space,
17 lobby/business center space, fitness/media center space, and
18 additional hotel rooms, and new construction multi-family estimated
19 at 161,977 square feet, with an estimated 149 units, all as further
20 described in the Agreement; and

21 **WHEREAS**, the Project will also include improvements related to
22 restoring the properties to historic standards, preserving and
23 maintaining the integrity of the structures, and meeting certain code
24 compliance requirements to make the properties more accessible and
25 functional; and

26 **WHEREAS**, historic preservation, revitalization, and the reuse
27 of Jacksonville's historic buildings and structures are important to
28 the City's overall social and economic welfare; and

29 **WHEREAS**, City Council has considered the Developer's requests
30 and has determined that the Forgivable Loan, Participation Loan, DPRP
31 Loans and REV Grants will enable the Developer to restore and

1 rehabilitate the historic structures and construct the Project as
2 described in the Agreement; and

3 **WHEREAS**, on June 22, 2023, the DIA Board approved Resolution
4 2023-06-02 (the "Resolution") deferring approval of any incentives
5 until such time as City Council can review all City funding
6 components, said Resolution being attached hereto as **Exhibit 1**; and

7 **WHEREAS**, it has been determined to be in the interest of the
8 City to enter into the Agreement and approve of and adopt the matters
9 set forth in this Ordinance; now, therefore,

10 **BE IT ORDAINED** by the Council of the City of Jacksonville:

11 **Section 1. Findings.** It is hereby ascertained, determined,
12 found and declared as follows:

13 (a) The recitals set forth herein are true and correct.

14 (b) The Project will greatly enhance the City and otherwise
15 promote and further the municipal purposes of the City.

16 (c) The City's assistance for the Project will enable and
17 facilitate the Project, the Project will enhance and increase the
18 City's tax base and revenues, and the Project will improve the quality
19 of life necessary to encourage and attract business expansion in the
20 City.

21 (d) Enhancement of the City's tax base and revenues are matters
22 of State and City concern.

23 (e) The Developer is qualified to carry out the Project.

24 (f) The Project serves a paramount public purpose and the
25 authorizations provided by this Ordinance are for public uses and
26 purposes for which the City may use its powers as a municipality and
27 as a political subdivision of the State of Florida and may expend
28 public funds, and the necessity in the public interest for the
29 provisions herein enacted is hereby declared as a matter of
30 legislative determination.

31 (g) This Ordinance is adopted pursuant to the provisions of

1 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's
2 Charter, and other applicable provisions of law.

3 **Section 2. Appropriation.** For the 2023-2024 fiscal year,
4 within the City's budget, there are hereby appropriated the indicated
5 sum(s) from the account(s) listed in subsection (a) to the account(s)
6 listed in subsection (b):

7 (The account information is attached hereto as **Exhibit 2** and
8 incorporated herein by this reference)

9 (a) Appropriated from:

10 See **Exhibit 2** \$22,000,000

11 (b) Appropriated to:

12 See **Exhibit 2** \$22,000,000

13 (c) **Explanation of Appropriation:**

14 Appropriating \$22,000,000.00 from General Fund-GSD Fund Balance
15 to fund a \$22,000,000 Participation Loan for the Laura Street Trio
16 project in accordance with the Redevelopment Agreement.

17 **Section 3. Purpose.** The purpose of the appropriation in
18 Section 2 is to provide \$22,000,000 in funding to provide a
19 \$22,000,000 Participation Loan to the Developer in accordance with
20 the Redevelopment Agreement.

21 **Section 4. Redevelopment Agreement, Replenishment Guaranty**
22 **and related Loan Documents Approved and Execution Authorized.** There
23 is hereby approved, and the Chief Executive Officer of the DIA, or
24 her designee, is hereby authorized to execute and deliver the
25 Redevelopment Agreement, Replenishment Agreement and related loan
26 documents for the Participation Loan and Forgivable Loan
27 (collectively, the "Agreement") substantially in the form placed **On**
28 **File** with the Office of Legislative Services, and enter into the loan
29 documents for the Forgivable Loan (with such "technical" changes as
30 herein authorized), for the purposes described in the Agreement. It
31 shall be a precondition to the City/DIA entering into the Agreement

1 that the prior redevelopment agreement with the Developer is
2 terminated in full without liability to the City or DIA.

3 The Agreement and loan documents may include such additions,
4 deletions and changes as may be reasonable, necessary and incidental
5 for carrying out the purposes thereof, as may be acceptable to the
6 Chief Executive Officer of the DIA, or her designee, with such
7 inclusion and acceptance being evidenced by execution of the Agreement
8 and loan documents by the Chief Executive Officer of the DIA, or her
9 designee. No modification to the Agreement and loan documents may
10 increase the financial obligations or the liability of the City or
11 DIA and any such modification shall be technical only and shall be
12 subject to appropriate legal review and approval of the General
13 Counsel, or his or her designee, and all other appropriate action
14 required by law. "Technical" is herein defined as including, but not
15 limited to, changes in legal descriptions and surveys, descriptions
16 of infrastructure improvements and/or any road project, ingress and
17 egress, easements and rights of way, performance schedule extensions
18 of up to (6) six months in the discretion of the CEO of the DIA,
19 design standards, access and site plan, which have no financial
20 impact.

21 **Section 5. Waiving Conflicting Provisions of Chapter 500**

22 **(Community Redevelopment - Policies and Procedures), Ordinance Code.**

23 The conflicting provisions of Chapter 500 (Community Redevelopment -
24 Policies and Procedures), *Ordinance Code*, are hereby waived as to the
25 requirement that policies and procedures that were delegated to the
26 DIA by City Council are being approved by City Council in this
27 legislation. A waiver of the conflicting provisions of Chapter 500,
28 *Ordinance Code*, is needed for City Council to approve the legislation
29 and authorize the Agreement and related documents.

30 **Section 6. Waiving Provisions of Section 55.108 (2), (4),**

31 **(8), (9), (10), (14), and (20) (Powers and Duties), Chapter 55**

1 (Downtown Investment Authority), *Ordinance Code*. The provisions of
2 Section 55.108 (2), (4), (8), (9), and (14) (Powers and Duties),
3 Chapter 55 (Downtown Investment Authority), *Ordinance Code*, are
4 hereby waived as to the requirement that DIA Board have the delegated
5 powers from City Council. A waiver of the provisions of Section 55.108
6 (2), (4), (8), (9), and (14), Chapter 55, *Ordinance Code*, is needed
7 because City Council is exercising those powers for the agreements
8 and functions of this Ordinance.

9 **Section 7. Waiving Provisions of Section 106.331 and**
10 **subparagraph (a) thereof (Indebtedness in Excess of or Contrary to**
11 **Appropriations prohibited) Subpart C (Indebtedness, Liability or**
12 **Expenditure in excess of or contrary to Appropriations) Part 3**
13 **(Appropriations) Chapter 106 (Budget and Accounting Code), Ordinance**
14 **Code.** The provisions of Section 106.331(a) are hereby waived to
15 authorize the contingent liabilities under the Replenishment Guaranty
16 without a current appropriation therefor, and also the requirement
17 requires all contracts incurring any liability must specify a total
18 maximum monetary indebtedness. The waiver is needed to authorize the
19 City to enter into the Replenishment Guaranty without a contingency
20 therein that future financial obligations under the Replenishment
21 Guaranty are not subject to a future appropriation by City Council.

22 **Section 8. Waiving Conflicting Provisions of the DIA**
23 **Business Investment and Development Plan.** The DIA Business Investment
24 and Development Plan previously authorized by Ordinance 2022-372-E
25 is hereby waived to authorize the incentives as set forth in the
26 Redevelopment Agreement. The waiver is required in part due to: the
27 project having an ROI of less than one on a REV Grant supported
28 project; failure to satisfy the tiers analysis required to offer any
29 incentive above a REV Grant and the DPRP loans; insufficient minimum
30 developer total contribution of Total Development Cost; and exceeding
31 the 40% cap on maximum City/DIA combined funding as to the historic

1 Hospitality Component.

2 **Section 9. Payment of Hotel Component DPRP Loans to**
3 **Developer.** The Hotel Component DPRP Loans are hereby authorized, and,
4 subject to subsequent appropriation by the City Council for the
5 Project, the City is authorized to disburse the DPRP Loans to the
6 Developer in an aggregate amount not to exceed \$16,010,300, pursuant
7 to and as set forth in the Agreement.

8 The Hotel Component DPRP Loans are comprised of a Historic
9 Preservation Restoration and Rehabilitation Forgivable Loan ("HPRR")
10 in the not-to-exceed amount of \$7,461,900, a Code Compliance
11 Renovations Forgivable Loan ("CCR") in the not-to-exceed amount of
12 \$5,346,300, with said HPRR and CCR Loans forgiven at a rate of 20%
13 per year (with claw back provisions provided in the Agreement), and
14 a DPRP Deferred Principal Loan in the not-to-exceed amount of
15 \$3,202,100 which requires interest payments annually with principal
16 to be repaid at maturity (10 years from the date of funding).

17 **Section 10. Payment of Multi-family Component DPRP Loans to**
18 **Developer.** The Multi-family Component DPRP Loans are hereby
19 authorized, and, subject to subsequent appropriation by the City
20 Council for the Project, the City is authorized to disburse the Multi-
21 family Component DPRP Loans to the Developer in an aggregate amount
22 not to exceed \$6,024,300, pursuant to and as set forth in the
23 Agreement.

24 The Multi-family Component DPRP Loans are comprised of a
25 Historic Preservation Restoration and Rehabilitation Forgivable Loan
26 ("HPRR") in the not-to-exceed amount of \$2,840,000, a Code Compliance
27 Renovations Forgivable Loan ("CCR") in the not-to-exceed amount of
28 \$1,979,000, with said HPRR and CCR Loans forgiven at a rate of 20%
29 per year (with claw back provisions provided in the Agreement), and
30 a DPRP Deferred Principal Loan in the not-to-exceed amount of
31 \$1,204,900 which requires interest payments annually with principal

1 to be repaid at maturity (10 years from the date of funding).

2 **Section 11. Payment of the Targeted Hotel Recapture Enhanced**
3 **Value (REV) Grant.**

4 (a) The REV Grant shall not be deemed to constitute a debt,
5 liability, or obligation of the City or of the State of Florida or
6 any political subdivision thereof within the meaning of any
7 constitutional or statutory limitation, or a pledge of the faith and
8 credit or taxing power of the City or of the State of Florida or any
9 constitutional or any political subdivision thereof but shall be
10 payable solely from the funds provided therefor as provided in this
11 Section. The Agreement shall contain a statement of the effect that
12 the City shall not be obligated to pay any installment of its
13 financial assistance to the Company except from the non-ad valorem
14 revenues or other legally available funds provided for that purpose,
15 that neither the faith and credit nor the taxing power of the City
16 or of the State of Florida or any political subdivision thereof is
17 pledged to the payment of any portion of such financial assistance,
18 and that the Company, or any person, firm or entity claiming by,
19 through or under the Company, or any other person whomsoever, shall
20 never have any right, directly or indirectly, to compel the exercise
21 of the ad valorem taxing power of the City or of the State of Florida
22 or any political subdivision thereof for the payment of any portion
23 of such financial assistance.

24 (b) The Mayor, or his designee, is hereby authorized to and
25 shall disburse the annual installments of the REV Grant as provided
26 in this Section in accordance with this Ordinance and the Agreement.

27 **Section 12. Payment of the Multifamily Housing Recapture**
28 **Enhanced Value (REV) Grant.**

29 (a) The REV Grant shall not be deemed to constitute a debt,
30 liability, or obligation of the City or of the State of Florida or
31 any political subdivision thereof within the meaning of any

1 constitutional or statutory limitation, or a pledge of the faith and
2 credit or taxing power of the City or of the State of Florida or any
3 constitutional or any political subdivision thereof but shall be
4 payable solely from the funds provided therefor as provided in this
5 Section. The Agreement shall contain a statement of the effect that
6 the City shall not be obligated to pay any installment of its
7 financial assistance to the Company except from the non-ad valorem
8 revenues or other legally available funds provided for that purpose,
9 that neither the faith and credit nor the taxing power of the City
10 or of the State of Florida or any political subdivision thereof is
11 pledged to the payment of any portion of such financial assistance,
12 and that the Company, or any person, firm or entity claiming by,
13 through or under the Company, or any other person whomsoever, shall
14 never have any right, directly or indirectly, to compel the exercise
15 of the ad valorem taxing power of the City or of the State of Florida
16 or any political subdivision thereof for the payment of any portion
17 of such financial assistance.

18 (b) The Mayor, or his designee, is hereby authorized to and
19 shall disburse the annual installments of the REV Grant as provided
20 in this Section in accordance with this Ordinance and the Agreement.

21 **Section 13. Authorizing a \$22,000,000 City Participation
22 Loan to the Developer.** The City Participation Loan is hereby
23 authorized, and the City is authorized to disburse the Participation
24 Loan to the Developer as set forth in the Redevelopment Agreement and
25 Replenishment Guaranty, pursuant to and as set forth in the
26 Redevelopment Agreement.

27 **Section 14. Authorizing a \$2,000,000 Forgivable Loan to the
28 Developer.** The Forgivable Loan is hereby authorized, and the City
29 is authorized to disburse the Forgivable Loan to the Developer in the
30 not to exceed amount of \$2,000,000, pursuant to and as set forth in
31 the Redevelopment Agreement.

1 **Section 15. Designation of Authorized Official and DIA as**
2 **Contract Monitor.** The Chief Executive Officer of the DIA is
3 designated as the authorized official of the City for the purpose of
4 executing and delivering the Agreement and is further designated as
5 the authorized official of the City for the purpose of executing any
6 additional contracts and documents and furnishing such information,
7 data and documents for the Agreement and related documents as may be
8 required and otherwise to act as the authorized official of the City
9 in connection with the Agreement, and take or cause to be taken such
10 action as may be necessary to enable the City to implement the
11 Agreement according to its terms. The DIA is hereby further required
12 to administer and monitor the Agreement and to handle the City's
13 responsibilities thereunder, including the City's responsibilities
14 under such Agreement working with and supported by all relevant City
15 departments.

16 **Section 16. Oversight Department.** The Downtown Investment
17 Authority shall oversee the Project described herein.

18 **Section 17. Further Authorizations.** The Chief Executive
19 Officer of the DIA, or her designee, is hereby authorized to execute
20 the Agreement and otherwise take all necessary action in connection
21 therewith and herewith. The Chief Executive Officer of the DIA is
22 further authorized to negotiate and execute all necessary changes and
23 amendments to the Agreement and any other contracts and documents to
24 effectuate the purposes of this Ordinance, without further Council
25 action, provided such changes and amendments to the Agreement are
26 limited to amendments that are technical in nature (as described in
27 Section 2 hereof), and further provided that all such amendments
28 shall be subject to appropriate legal review and approval by the
29 General Counsel, or his or her designee, and take all other
30 appropriate official action required by law.

31 **Section 18. Waiver of Public Investment Policy.** The Public

1 Investment Policy adopted by City Council Ordinance 2016-382-E, as
2 amended, is waived to authorize an \$8,500,000 Forgivable Loan and a
3 \$13,500,000 Completion Grant not currently contemplated by the
4 policy.

5 **Section 19. Waiver of DPRP Guidelines.** The DPRP guidelines
6 adopted by the City Council Ordinance 2020-527-E, are waived to:
7 allow a developer equity threshold below 10%; subordinate the position
8 of the DPRP loans; provide private capital to the project at less
9 than the required percentage; and authorize public investment in
10 greater than authorized amounts.

11 **Section 20. Waiver of Chapter 91 (Municipal Code Enforcement**
12 **Board), Section 91.113(a) (Settlement and/or compromise of fines and**
13 **liens imposed by the Municipal Code Enforcement Board or Special**
14 **Magistrate), Ordinance Code.** The standards and policies referenced
15 in Section 91.113(a), *Ordinance Code*, regarding the City's policy of
16 settlement of fines and liens imposed by the Municipal Code
17 Enforcement Board or Special Magistrate are hereby waived to authorize
18 a \$10,000 upfront payment, if not previously paid, and to authorize
19 a sixty (60) month term (rather than twenty-four months) to bring the
20 Project parcel into compliance.

21 **Section 21. Requesting One-Cycle Emergency Passage Pursuant**
22 **to Council Rule 4.901 Emergency.** One-cycle emergency passage of this
23 legislation is requested. The nature of the emergency is that the
24 Developer may lose favorable loan rates that make the project feasible
25 in the absence of emergency passage.

26 **Section 22. Effective Date.** This Ordinance shall become
27 effective upon signature by the Mayor or upon becoming effective
28 without the Mayor's signature.

1
2
3 Form Approved as to Form Only:
4

5 /s/ John Sawyer
6

Office of General Counsel

7 Legislation Prepared By: John Sawyer

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