

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2019-332-E**

5 AN ORDINANCE AUTHORIZING AND APPROVING: (1) AN
6 AMENDMENT ONE TO THE REDEVELOPMENT AGREEMENT
7 BETWEEN FIRST COAST NO MORE HOMELESS PETS,
8 INC. ("COMPANY") AND THE CITY OF JACKSONVILLE
9 ("CITY") DATED JANUARY 23, 2009
10 ("REDEVELOPMENT AGREEMENT"); (2) A MORTGAGE
11 MODIFICATION AGREEMENT BETWEEN THE CITY AND
12 THE COMPANY; AND (3) A RENEWAL PROMISSORY NOTE
13 BETWEEN THE CITY AND COMPANY, FOR THE PURPOSE
14 OF RE-AMORTIZING THE REMAINING BALANCE OF THE
15 LOAN AND TO EXTEND THE TERM OF THE NOTE AND
16 MORTGAGE EVIDENCING THE LOAN FOR A PERIOD OF
17 FIFTEEN YEARS, TO JUNE 1, 2034, THE ORIGINAL
18 LOAN HAVING BEEN AUTHORIZED BY 2008-1036-E;
19 AUTHORIZING SUCH OTHER CLOSING DOCUMENTS AND
20 TECHNICAL CHANGES AS MAY BE REQUIRED BY THE
21 GENERAL COUNSEL, OR HIS DESIGNEE, AND THE
22 MAYOR'S OFFICE, PROVIDED THAT THE CITY'S COSTS
23 ARE NOT INCREASED; PROVIDING FOR CITY
24 OVERSIGHT BY THE OFFICE OF ECONOMIC
25 DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

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27 **WHEREAS**, the City and First Coast No More Homeless Pets, Inc.
28 ("Company") entered into that certain redevelopment agreement dated
29 January 23, 2009 (the "Redevelopment Agreement"), which
30 Redevelopment agreement authorized, in part, a Northwest
31 Jacksonville Economic Development Fund loan in the amount of

1 \$211,325 (the "NWJEDF Loan") to support the Company's purchase and
2 renovation of an existing facility located at 6817 Norwood Avenue
3 to serve as Company's new headquarters (the "Project"); and

4 **WHEREAS**, the City and Company entered into a mortgage,
5 promissory note, and related loan documents on March 6, 2009, and
6 the City disbursed the NWJEDF Loan funds to the Company; and

7 **WHEREAS**, the Project is complete and operational; and

8 **WHEREAS**, the maturity date of the loan is June 1, 2019, at
9 which time a balloon payment of principal and interest in the
10 approximate amount of \$146,910 is due; and

11 **WHEREAS**, Company is unable to make the balloon payment at that
12 time, but is up to date on all reporting and payment requirements
13 as set forth in the Redevelopment Agreement and the Company has
14 made a \$14,000 down payment to the City that will be held in escrow
15 until closing, at which time the funds will be applied to the loan
16 balance; and

17 **WHEREAS**, the Company has requested and the City has agreed to
18 revise the loan documents as authorized hereby; now therefore

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

20 **Section 1. Authorizing and Approving the Amendment to**
21 **Redevelopment Agreement, Mortgage Modification Agreement, Renewal**
22 **Promissory Note and related loan documents.** The Council hereby
23 approves and authorizes the Mayor, or his designee, and the
24 Corporate Secretary to execute the following documents: (a)
25 Amendment 1 to Redevelopment Agreement substantially in the form
26 attached hereto as **Exhibit 1**; (b) Mortgage Modification Agreement
27 substantially in the form attached hereto as **Exhibit 2**; and a
28 Renewal Promissory Note substantially in the form attached hereto
29 as **Exhibit 3** (collectively the "Modification Agreements"), with
30 such "technical" changes thereto as herein authorized. The
31 Modification Agreements may include such additions, deletions, and

1 changes as may be reasonable, necessary, and incidental for
2 carrying out the purposes thereof, as may be acceptable to the
3 Mayor or his designee with such inclusion and acceptance being
4 evidenced by execution of the Modification Agreements by the Mayor
5 or his designee. No modification to the Modification Agreements
6 may increase the financial obligations or the liability of the City
7 and any such modifications shall be technical only and shall be
8 subject to appropriate legal review and approval by the General
9 Counsel, or his designee, and all other appropriate action required
10 by law ("technical" is herein defined as including, but not limited
11 to, legal descriptions and surveys, ingress and egress, easements
12 and rights of way, design standards, access and site plan). A copy
13 of the final anticipated amortization schedule for the loan is
14 attached hereto as **Exhibit 4**.

15 **Section 2. Requiring other Closing Documents.** As a
16 condition to the City's execution of the Modification Agreements,
17 the Company shall be required to execute and/or deliver to the City
18 such additional closing documents and title insurance endorsements
19 as may be required by the General Counsel, or his or her designee,
20 and the Executive Director of the Office of Economic Development to
21 protect the City's interests, and the Company shall be required to
22 pay all closing costs, including title and recording fees and
23 documentary stamp taxes, if any.

24 **Section 3. Further Authorizations.** The Mayor, or his
25 designee, and the Corporation Secretary are hereby authorized to
26 execute the Modification Agreements and all other contracts and
27 documents and otherwise take all necessary action in connection
28 therewith and herewith. The Executive Director of the Office of
29 Economic Development, as contract administrator, is authorized to
30 negotiate and execute all necessary changes and amendments to the
31 Modification Agreements and other contracts and documents to

