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**Date** April 3, 2017

**RESOLUTION APPROVING URBAN RENEWAL AGREEMENT FOR SALE OF  
LAND FOR PRIVATE REDEVELOPMENT WITH BLACKBIRD INVESTMENTS  
LLC FOR THE SALE AND REDEVELOPMENT OF THE FIFTH AND WALNUT  
PARKING GARAGE AT 422 WALNUT**

WHEREAS, on February 13, 2017, by Roll Call No. 17-0233, the City Council approved a competitive process for the sale of the Fifth and Walnut Parking Garage for private redevelopment; received a redevelopment proposal from 5th and Walnut Parking LLC (hereinafter referred to as "Walnut Parking") represented by Justin Mandelbaum; and scheduled a public hearing on March 20, 2017, to consider approval of the proposal by Walnut Parking if no competing proposal was received; and,

WHEREAS, pursuant to the Iowa Urban Renewal Law competitive disposition requirements set forth in Iowa Code §403.8, the City invited competing proposals for the purchase and redevelopment of the Fifth and Walnut Parking Garage, and established a deadline of 1:00 p.m., on Friday, March 17, 2017, for the submission of competing proposals; and,

WHEREAS, notice of the public hearing and of the invitation for competing proposals was published in the Des Moines Register on February 14, 2017; and,

WHEREAS, a competing proposal was timely submitted by Blackbird Investments LLC (hereinafter referred to as "Blackbird") represented by Justin Doyle; and,

WHEREAS, the proposal from Blackbird was immediately shared with Walnut Parking, and both development teams were invited to propose conceptual amendments to their agreements that benefit the City by reducing the City's risks, or increasing the quality or size of the Improvements; and,

WHEREAS, on March 20, 2017, by Roll Call No. 17-0536, the City Council received the competing proposal from Blackbird and continued the public hearing on the proposed sale of the Fifth and Walnut Parking Garage until April 3, 2017; and,

WHEREAS, Blackbird and Walnut Parking have both provided supplemental materials to support their proposals; and,

WHEREAS, on March 28, 2017, the Urban Design Review Board reviewed both proposals and was asked to apply the Selection Criteria identified in the Roll Call No. 17-0233 to recommend one of the proposals for approval by the City Council, but the only motion considered by the Board applicable to this matter was a motion to approve the staff recommendation to select the Blackbird proposal, which motion failed on a vote of 2-0 with 4 members abstaining; and,

WHEREAS, the City Manager recommends approval of the proposal from Blackbird which provides for Blackbird to purchase and redevelopment of the Fifth and Walnut Parking Garage site with the following improvements:

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- A Parking Garage on the northern 2/3rds of the site with the following features:
  - The Parking Garage shall contain approximately 700 parking spaces.
  - The northern portion of the Parking Garage shall be six stories tall and constructed to serve as the podium for the Residential Tower identified below.
  - The basement, 3rd, 4th, 5th and 6th floors of the northern portion shall have flat floors devoted to parking.
  - The ground floor of the Walnut Street frontage shall include restaurant space in the northwest corner and retail space in the northeast corner. Until the residential tower is constructed, the retail space shall contain the pre-sale office and a model unit for the residential tower.
  - The second floor of the Walnut Street frontage shall contain a Skywalk Corridor extending between the adjoining Skywalk Bridges over 5th and Walnut Streets, a model unit for pre-sale, and stairs accessing the main lobby on the ground level.
- A freestanding hotel with approximately 150 lodging rooms with an indoor/outdoor music venue fronting on Court Avenue.
- A Residential Tower to be constructed on the northern portion of the Parking Garage with the following features:
  - The Residential Tower be at least 26 stories tall, inclusive of the Parking Garage.
  - The Residential Tower shall contain at least 200,000 square feet above the Parking Garage podium, and be owner-occupied with fixtures and furnishings for a range of units from affordable units to luxury units.
  - Twenty percent of the Residential Tower shall be allocated for affordable housing, to be supported with payments from the Residential Grant identified below.

all to be constructed by Blackbird in consideration of the following incentives to be provided by City:

- A Forgivable Economic Development Loan in the amount of \$4 million for the benefit of the Residential Tower, to be advanced upon sale of the Property and forgiven upon substantial completion of the Residential Tower;
- Urban renewal construction period tax abatement on each phase of construction;
- An economic development loan designated as the "Parking Shortfall Loan" to be advanced in semi-annual installments over 20 years commencing on the substantial completion of the parking garage. The semi-annual advances are equal to the installments required to fully amortize the Developer's first mortgage loan having a principal value of \$46,029,969 at a market rate of interest, reduced by the net operating income from the operation of the Parking Garage;
- An economic development grant for each of the Parking Garage (the "Parking Grant") and the Residential Tower (the "Residential Grant") whereby the City returns 100% of the tax increment generated by each for 20 years, provided however that after Year 11,

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any increase in the Residential Grant above the amount due in Year 11, will be applied to reduce the balance owed on the Parking Shortfall Loan;

- An economic development grant for the Hotel (the "Hotel Grant") whereby the City returns 90% of the tax increment generated by the Hotel for 20 years, provided however that after Year 11, any increase in the Hotel Grant above the amount due in Year 11, will be applied to reduce the balance owed on the Parking Shortfall Loan;
- Upon full repayment of the Developer's first mortgage loan, the City shall forgive a portion of the Parking Shortfall Loan equal to \$6,826,779 of the principal, together with the accrued interest that portion.

all as more specifically described in the *Urban Renewal Agreement for Sale of Land for Private Redevelopment* (the "Agreement") between the City and Blackbird which is on file in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, as follows:

1. Upon due consideration of the facts and statements of interested persons, the objections to the sale and conveyance of the Property to the Blackbird Investments LLC as set forth in the Agreement are hereby overruled and the hearing is hereby closed.
2. The City Council hereby makes the following findings regarding the proposed sale and conveyance of the Property pursuant to the Agreement:
  - a) The Developer's obligation under the Agreement to construct the Improvements furthers the objectives of the Urban Renewal Plan to preserve and create an environment which will protect the health, safety and general welfare of City residents and maintain taxable values within the Urban Renewal Project Area, to increase employment opportunities, to encourage the development of market-rate housing in decent, safe and sanitary conditions in attractive settings to serve employees and other people who would like to live in the downtown area, and to encourage intensive and coordinated commercial and residential mixed-use development.
  - b) The economic development incentives for the development of the Improvements shall be provided by the City to Developer pursuant to the Urban Renewal Law and Chapter 15A of the Code of Iowa and Developer's obligation under the Agreement to construct the Improvements will generate the following public gains and benefits: (i) it will advance the improvement and redevelopment of the Court Avenue area in accordance with the Urban Renewal Plan, the What's Next, Downtown? plan and the PlanDSM: Creating Our Tomorrow plan; (ii) it will further the City's efforts to create and retain job opportunities within the Project Area which might otherwise be lost; (iii) it will provide a broad spectrum of home ownership options from affordable to luxury not presently available in

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the downtown area; and, (v) it will encourage further private investment and will attract and retain residents and businesses in the Court Avenue area.

- c) The construction of the Improvements is a speculative venture and the construction and resulting employment, housing and redevelopment opportunities would not occur without the economic incentives provided by the Agreement; and,
  - d) The fair market value of the Property subject to the terms, conditions, restrictions, requirements, limitations and covenants imposed by the terms of the Agreement is Four Million Dollars (\$4,000,000).
  - e) The redevelopment of the Property pursuant to the Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the project has been undertaken, and warrant the provision of the economic assistance set forth in the Agreement.
3. The *Urban Renewal Agreement for Sale of Land for Private Redevelopment* between the City and Blackbird Investments LLC, is hereby approved.
  4. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City and the City Clerk is hereby authorized and directed to attest to the Mayor's signature on the Agreement.
  5. Upon request by the Office of Economic Development and approval by the City Legal Department, the Mayor and City Clerk are further authorized and directed to sign following documents required in the administration and implementation of the Agreement:
    - a) Special Warranty Deed in the form of Exhibit "A" to the Agreement.
    - b) Skywalk Agreement and the exhibits thereto in the form of Exhibit "F" to the Agreement.
    - c) Partial Subordination of Mortgage to the Developer's Construction Mortgage and Permanent Mortgage as provided in Sections 4.2(C) and 8.2(C) of the Agreement.
    - d) Partial Release of Mortgage on the Hotel Parcel as provided in Section 5.3 of the Agreement.
    - e) Partial Release of Mortgage on the Garage Podium Parcel as provided in Section 5.5 of the Agreement.
  6. Upon requisition by the City Manager or the City Manager's designee, the Finance Department shall advance the installments on the economic development grants and loans as the same become due and payable pursuant to Article 9 of the Agreement.

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- The City Manager or his designees are hereby authorized and directed to administer the Agreement on behalf of the City and to monitor compliance by the Developer with the terms and conditions of the Agreement. The City Manager is further directed to forward to City Council all matters and documents that require further City Council review and approval in accordance with the Agreement.

( Council Communication No. 17- 346 )

MOVED by \_\_\_\_\_ to adopt.

FORM APPROVED:

*Roger K. Brown*

Roger K. Brown, Assistant City Attorney

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COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GATTO				
GRAY				
HENSLEY				
MOORE				
WESTERGAARD				
TOTAL				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED

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Mayor

\_\_\_\_\_  
City Clerk