

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2025

COUNCIL BILL NO. CB 25-0914
 COMMITTEE OF REFERENCE:
 Finance and Business

A BILL

For an ordinance concerning the authorization of a Loan Agreement between the City, acting on behalf of its Denver Downtown Development Authority (DDDA) and PNC Bank, National Association and an optional Revolving Credit Agreement between the City, acting on behalf of its DDDA, and PNC Bank, National Association in order to finance certain development projects authorized under the Amended and Restated Denver Downtown Development Authority Plan of Development; authorizing the prepayment of the City's outstanding Loan Agreement dated February 3, 2017, as amended; and other documents related thereto; ratifying action previously taken relating thereto; and providing other matters relating thereto.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

(1) WHEREAS, the City and County of Denver (the "City"), is a municipal corporation duly organized and existing as a home-rule municipality under Article XX of the Constitution (the "Constitution") and laws of the State of Colorado (the "State") and the City Charter (the "Charter"); and

(2) WHEREAS, the members of the City Council of the City (the "City Council") have been duly elected and qualified; and

(3) WHEREAS, pursuant to an election held on November 4, 2008 (the "2008 Election"), and Ordinance No. 400, Series of 2008, the City Council created the Denver Downtown Development Authority (the "DDDA"); and

(4) WHEREAS, at the 2008 Election, a majority of electors of the DDDA qualified to vote and voting thereon, approved the following ballot question (the "2008 Ballot Question"):

Shall Denver Downtown Development Authority obligations be increased \$350,000,000 with a repayment cost of \$847,000,000 (maximum) for an approved plan of development, as amended or modified from time to time, such obligations may be incurred for the Authority by the City and County of Denver for the purpose of paying the costs of creating and implementing any plan of development, including operating, maintaining or otherwise providing systems, operations and administration for the purpose of carrying out the objects and purposes for which the Authority was organized, together with all necessary, incidental and appurtenant properties, capital improvements, facilities, equipment, personnel, contractors, consultants and costs and all land, easements and appurtenances necessary or appropriate in connection therewith, such obligations to bear interest at a net effective interest

1 rate not in excess of seven percent (7%) per annum, such interest to be payable at such time
2 or times and which may compound periodically as may be determined by the City Council,
3 such obligations to be incurred or delivered in one series or more at a price above, below or
4 equal to the principal amount of such obligations and on such terms and conditions as the
5 City Council may determine, including provisions for redemption of the obligations prior to
6 maturity with or without payment of premium, and which obligations may be refinanced without
7 additional voter approval, provided that after the issuance of such refinancing obligations the
8 total outstanding principal amount of all obligations issued pursuant to this question does not
9 exceed the maximum amount set forth above, and provided further that all obligations issued
10 pursuant to this question are issued on terms that do not exceed the repayment costs
11 authorized in this question; such obligations shall be paid from any legally available moneys
12 of the Authority or from revenues of the City legally available for the Authority, including the
13 revenues pledged or from taxes pledged pursuant to Section 31-25-807(3)(b) Colorado
14 Revised Statutes or both such revenues and taxes with such limitations as may be determined
15 by the Board of the Authority and the City Council, and shall the proceeds of any such
16 obligations and the proceeds of such taxes, any other revenue used to pay such obligations,
17 and investment income thereon be collected and spent as a voter-approved revenue change,
18 without regard to any spending, revenue-raising or other limitation contained within Article X,
19 Section 20 of the Colorado Constitution, or any other law, and without limiting in any year the
20 amount of other revenues that may be collected and spent by the Authority and the City and
21 County of Denver on behalf of the Authority?; and

22 (5) WHEREAS, pursuant to Ordinance No. 723, Series of 2008, the City Council approved
23 the Denver Union Station Plan of Development dated November 25, 2008 (the "Original Plan") to
24 facilitate the development of the Denver Union Station Project (the "DUS Project") within the plan of
25 development area (as amended or expanded from time to time, the "Plan Area"); and

26 (6) WHEREAS, the Original Plan contains a provision that authorizes the use of property
27 tax and sales tax increment financing pursuant to C.R.S. § 31-25-807(3) (the "TIF Provision") to
28 finance the costs of development projects within the boundaries of the Plan Area that will be effective
29 for thirty years following approval of the Original Plan, or such longer period as authorized by C.R.S.
30 §§ 31-25-801, *et seq.* (as may be amended from time to time, the "DDA Act"); and

31 (7) WHEREAS, pursuant to the 2008 Ballot Question, the City, acting on behalf of the
32 DDDA, previously entered into that Loan Agreement dated February 3, 2017, with Compass Bank,
33 Compass Bank Mortgage Corporation, and U.S. Bank National Association (the "Original Loan

Agreement”) in the original principal amount of \$197,315,000 to refund a portion of certain prior obligations that were incurred in 2010 related to the development of the DUS Project; and

(8) WHEREAS, after execution of the Original Loan Agreement, PNC Bank, National Association (“PNC”) became the successor in interest to Compass Bank and Compass Mortgage Corporation; and

(9) WHEREAS, the City, acting on behalf of the DDDA, U.S. Bank National Association and PNC entered into that First Amendment to Loan Agreement dated November 14, 2024 (“First Amendment”), which amended the Original Loan Agreement in accordance with the terms contained therein; and

(10) WHEREAS, collectively, the Original Loan Agreement and the First Amendment shall be referred to herein as the “2017 Loan Agreement”; and

(11) WHEREAS, the City has issued \$300,600,000 in debt pursuant to the 2008 Ballot Question (including the 2017 Loan Agreement), leaving \$49,400,000 in authorization remaining under the 2008 Ballot Question; and

(12) WHEREAS, at an election held on November 5, 2024 (the “2024 Election”) called pursuant to Ordinance No. 1016, Series of 2024, a majority of electors of the DDDA qualified to vote and voting thereon, approved the following ballot question (the “2024 Ballot Question”):

WITHOUT INCREASING TAXES, SHALL THE CITY AND COUNTY OF DENVER, COLORADO (“CITY”) DEBT BE INCREASED \$570,000,000, WITH A TOTAL REPAYMENT COST OF NOT MORE THAN \$847,000,000 (MAXIMUM TOTAL PRINCIPAL AND INTEREST) FOR USE BY AND ON BEHALF OF THE DENVER DOWNTOWN DEVELOPMENT AUTHORITY (THE “DDDA”), FOR OBLIGATIONS THAT ARE SUBJECT TO TABOR’S ELECTION REQUIREMENTS, FOR THE PURPOSE OF FINANCING THE COSTS OF PUBLIC FACILITIES AND OTHER IMPROVEMENTS, SUCH AS CREATING AND MAINTAINING PUBLIC SPACES AND FACILITIES, INFRASTRUCTURE, AND OTHER IMPROVEMENTS TO PUBLIC OR PRIVATE PROPERTY IN ACCORDANCE WITH PROJECTS DESCRIBED IN THE DDDA PLAN OF DEVELOPMENT, AS IT MAY BE RESTATED OR AMENDED FROM TIME TO TIME;

SUCH DEBT AND THE INTEREST THEREON TO BE PAID FROM AND SECURED BY A PLEDGE OF THE SPECIAL FUND OF THE CITY WHICH SHALL CONTAIN TAX INCREMENT REVENUES LEVIED AND COLLECTED WITHIN THE BOUNDARIES OF THE DDDA; AND SHALL THE CITY BE AUTHORIZED TO PLEDGE THE SPECIAL FUND OF THE CITY AND THE TAX INCREMENT REVENUES COLLECTED THEREIN TO THE REPAYMENT OF THE PRINCIPAL OF AND INTEREST ON OBLIGATIONS THAT ARE NOT

SUBJECT TO TABOR'S ELECTION REQUIREMENTS FOR THE PURPOSE OF FINANCING PUBLIC FACILITIES AND OTHER IMPROVEMENTS TO PUBLIC OR PRIVATE PROPERTY IN ACCORDANCE WITH PROJECTS DESCRIBED IN THE DDDA PLAN OF DEVELOPMENT, AS IT MAY BE RESTATED OR AMENDED FROM TIME TO TIME; AND SHALL ANY DEBT AUTHORIZED BY THIS QUESTION BE EVIDENCED BY BONDS, LOANS, ADVANCES, OR OTHER INDEBTEDNESS OR FINANCIAL OBLIGATIONS, TO BE SOLD IN ONE SERIES OR MORE, FOR A PRICE ABOVE OR BELOW THE PRINCIPAL AMOUNT THEREOF, ON TERMS AND CONDITIONS, AND WITH SUCH MATURITIES, AS PERMITTED BY LAW AND AS THE CITY MAY DETERMINE, INCLUDING PROVISIONS FOR THE REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF A PREMIUM OF NOT MORE THAN 3% OF THE PRINCIPAL AMOUNT SO REDEEMED; AND SHALL THE CITY AND THE DDDA BE AUTHORIZED TO COLLECT, RETAIN AND SPEND THE TAX INCREMENT REVENUES, THE BOND PROCEEDS AND THE INVESTMENT INCOME THEREON AS A VOTER-APPROVED REVENUE CHANGE AND EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?; and

(13) WHEREAS, the City has not issued any debt pursuant to the 2024 Ballot Question; and

(14) WHEREAS, pursuant to Ordinance No. 1660, Series of 2024, the City Council approved the Amended and Restated Denver Downtown Development Authority Plan of Development (as may be further amended or restated, the "Amended and Restated Plan"), which amended and restated the Original Plan to establish categories for future development and redevelopment projects to be undertaken by the City and the DDDA within the Plan Area (each a "Development Project"); and

(15) WHEREAS, the Amended and Restated Plan did not modify the TIF Provision contained in the Original Plan, therefore the TIF Provision will be effective for thirty years following approval of the Original Plan, or such longer period as authorized by the DDA Act; and

(16) WHEREAS, pursuant to C.R.S. § 31-25-807 and the TIF Provision, property tax and sales tax increment revenues ("TIF Revenues") are deposited to a special fund of the City (the "Special Fund"); and

(17) WHEREAS, in order to make funding available for Development Projects authorized under the Amended and Restated Plan, the City, acting on behalf of the DDDA, desires to incur a

loan (the “Loan”) pursuant to the authority granted in the 2008 Ballot Question and the 2024 Ballot Question by entering into a loan agreement (the “Loan Agreement”) between the City and PNC; and

(18) WHEREAS, the Loan made pursuant to the Loan Agreement will be evidenced by a promissory note (the “Loan Note” and together with the Loan and the Loan Agreement, the “Loan Obligations”) executed by the City; and

(19) WHEREAS, the Loan Obligations will be payable solely from the Pledged Revenues (as defined in the Loan Agreement) and certain special funds pledged to the payment of the Loan Obligations under the Loan Agreement, and the Loan Obligations shall not constitute an indebtedness or a debt of the City within the meaning of any constitutional, Charter, or statutory provision or limitation, and the Loan Obligations shall not be considered or held to be a general obligation of the City but shall constitute a special and limited obligation, as described below in Section 3; and

(20) WHEREAS, the City, acting on behalf of the DDDA, has determined to pay off the 2017 Loan Agreement using funds held under the 2017 Loan Agreement, other TIF Revenues held by the City, or proceeds of the Loan, or any combination thereof; and

(21) WHEREAS, the City has determined that it will enter into a Rate Lock Agreement or similar agreement (the “Rate Lock Agreement”) with PNC to fix the rate of interest on the Loan in advance of closing if such action is determined by the Manager of Finance to be in the best interest of the City; and

(22) WHEREAS, any amounts that are payable under the Rate Lock Agreement will be payable solely from the Pledged Revenues (as defined in the Rate Lock Agreement), and the Rate Lock Agreement shall not constitute an indebtedness or a debt of the City within the meaning of any constitutional, Charter, or statutory provision or limitation, and the Rate Lock Agreement shall not be considered or held to be a general obligation of the City but shall constitute a special and limited obligation, as described below in Section 3; and

(23) WHEREAS, in order to make additional funding available for Development Projects authorized under the Amended and Restated Plan, the City, acting on behalf of the DDDA, desires to enter into a Revolving Credit Agreement (as amended or renewed from the time to time, the “Credit Agreement”) between the City and PNC pursuant to the authority granted in the 2024 Ballot Question that permits the City to pledge the Special Fund and the TIF Revenues collected therein to the repayment of the principal and interest on obligations that are not subject to TABOR’s election requirements; and

(24) WHEREAS, the Credit Agreement shall be for an initial term that ends on December 31, 2025, and may be renewed for up to five additional terms, subject to the restrictions set forth in

1 Section 4 hereof, with the terms of such renewals being set forth in an Amendment to Revolving
2 Credit Agreement in substantially the form attached to the Credit Agreement (each a "Credit
3 Agreement Amendment"); and

4 (25) WHEREAS, the amounts incurred under the Credit Agreement during the initial term,
5 or during any renewal term, shall become due and payable within the same fiscal year, shall be
6 payable solely from the Pledged Revenues (as defined in the Credit Agreement), and shall not
7 require the use of the maximum principal amount or total repayment amount authorized in the
8 TABOR debt portion of the 2024 Ballot Question since such obligations do not constitute multiple
9 fiscal year financial obligations; and

10 (26) WHEREAS, the draws made pursuant to the Credit Agreement will be evidenced by a
11 promissory note or notes (the "Credit Agreement Note" and together with the Credit Agreement, the
12 "Credit Agreement Obligations") executed by the City; and

13 (27) WHEREAS, the Credit Agreement Obligations will be payable solely from the Pledged
14 Revenues (as defined in the Credit Agreement) and certain special funds pledged to the payment of
15 the Credit Agreement Obligations under the Credit Agreement, and the Credit Agreement
16 Obligations shall not constitute an indebtedness or a debt of the City within the meaning of any
17 constitutional, Charter, or statutory provision or limitation, and the Credit Agreement Obligations shall
18 not be considered or held to be a general obligation of the City but shall constitute a special and
19 limited obligation, as described below in Section 3; and

20 (28) WHEREAS, the proposed form of the Loan Agreement, which includes the form of the
21 Loan Note, in the words and figures contained and set forth in that form of agreement available in
22 the office and on the web page of City Council, has been filed in the office of the Clerk and Recorder,
23 Ex-Officio Clerk of the City and County of Denver (the "Clerk") under Clerk's Filing No. 20250175;
24 and

25 (29) WHEREAS, the proposed form of the Rate Lock Agreement, in the words and figures
26 contained and set forth in that form of agreement available in the office and on the web page of City
27 Council, has been filed in the office of the Clerk under Clerk's Filing No. 20250175A; and

28 (30) WHEREAS, the proposed form of the Credit Agreement, which includes the form of
29 the Credit Agreement Note and the form the Credit Agreement Amendment, in the words and figures
30 contained and set forth in that form of agreement available in the office and on the web page of City
31 Council, has been filed in the office of the Clerk under Clerk's Filing No. 20250175B; and

32 (31) WHEREAS, collectively, the Loan Agreement, the Loan Note, the Rate Lock
33 Agreement, the Credit Agreement, the Credit Agreement Amendment, and the Credit Agreement
34 Note shall be referred to herein as the "Financing Documents;" and

(32) WHEREAS, the City Council has determined and does hereby declare that it is necessary and in the best interests of the City that the City enter into the Financing Documents.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. Ratification. All action heretofore taken (not inconsistent with the provisions of this ordinance) by the City and the officers, agents and employees thereof, directed towards paying off the 2017 Loan Agreement, and entering into the Financing Documents to make funding available for Development Projects and the objects and purposes herein stated are hereby ratified, approved and confirmed.

Section 2. Approvals and Authorization.

A. The proposed Loan Agreement, including the proposed Loan Note, in the words and figures contained and set forth in that form of agreement available in the office and on the web page of City Council, and filed in the office of the Clerk under Clerk's Filing No. 20250175, is hereby approved.

B. The proposed Rate Lock Agreement, in the words and figures contained and set forth in that form of agreement available in the office and on the web page of City Council, and filed in the office of the Clerk under Clerk's Filing No. 20250175A, is hereby approved.

C. The proposed Credit Agreement, including the proposed Credit Agreement Note and the proposed Credit Agreement Amendment, in the words and figures contained and set forth in that form of agreement available in the office and on the web page of City Council, and filed in the office of the Clerk under Clerk's Filing No. 20250175B, is hereby approved.

D. The Financing Documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance. The Mayor, the Clerk, the Auditor of the City, the Manager of Finance/Chief Financial Officer/*Ex officio* Treasurer (the "Manager of Finance") and other officers and employees of the City are hereby independently authorized and directed to take all action necessary or appropriate to effect the provisions of this Ordinance, including without limiting the generality of the foregoing, executing, attesting, authenticating and delivering the Financing Documents and such other agreements, instruments, certificates and opinions as may be required to effect the provisions of this Ordinance or the Financing Documents, or as may otherwise be reasonably required by the City's bond counsel, PNC or PNC's counsel.

E. The execution of any document or instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such document or instrument in accordance with the terms hereof.

Section 3. Special and Limited Obligations. The City's obligations pursuant to the Loan Obligations shall be payable solely from the Pledged Revenue (as defined in the Loan Agreement). The City's obligations pursuant to the Rate Lock Agreement shall be payable solely from the Pledged Revenue (as defined in the Rate Lock Agreement). The City's obligations pursuant to the Credit Agreement Obligations shall be payable solely from the Pledged Revenue (as defined in the Credit Agreement). Pursuant to C.R.S. § 31-25-813, none of the Loan Obligations, the Rate Lock Agreement or the Credit Agreement Obligations shall constitute an indebtedness of the City within the meaning of any constitutional, Charter or statutory limitations. The full faith and credit of the City is not pledged for the payment of any amounts due under the Loan Obligations, the Rate Lock Agreement or the Credit Agreement Obligations.

Section 4. Delegation. The City elects to apply all of the provisions of the Supplemental Public Securities Act, Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act") to the Loan Obligations and the Credit Agreement Obligations, except the provision that limits the effectiveness of the delegation to one year pursuant to Section 11-57-205(1) of the Supplemental Act.

Pursuant to the Charter and Section 11-57-205 of the Supplemental Act, the City Council hereby delegates to the Mayor or the Manager of Finance the independent authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act in relation to the Loan Obligations and to execute the necessary Financing Documents and other documents setting forth such determinations, subject to the following parameters, with such delegation to be effective for one year after adoption of this Ordinance:

- (a) the principal amount of the Loan shall not exceed \$160,000,000;
- (b) the net effective interest rate of the Loan Obligations shall not exceed 6.0%; except while the Loan Obligations are bearing interest at a variable rate and upon the occurrence of an Event of Default (as defined in the Loan Agreement) the interest rate may increase, provided that in no event shall the interest rate exceed a maximum net effective interest rate of 12.0%; and
- (c) the Loan Note shall mature not later than December 1, 2038.

Pursuant to the Charter and Section 11-57-205 of the Supplemental Act, the City Council hereby delegates to the Mayor or the Manager of Finance the independent authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act in relation to the Credit Agreement Obligations (and any amendments thereto) and to execute the necessary Financing Documents and other documents setting forth such determinations, subject to the

following parameters, with such delegation to be effective for five years (through December 31st of the fifth year) after adoption of this Ordinance:

(a) the principal amount that is outstanding under the Credit Agreement Obligations at any time shall not exceed \$50,000,000;

(b) the net effective interest rate of the Credit Agreement Obligations shall not exceed 12%;

(c) the Credit Agreement shall be for an initial term that ends on December 31, 2025, and may be renewed for up to five additional renewal terms provided that the final term shall end no later than December 31, 2030;

(d) the Unused Fee (as that term is defined in the Credit Agreement) shall not exceed 30 basis points (0.30%) per annum multiplied by the daily amount of the Available Commitment (as that term is defined in the Credit Agreement) under the Credit Agreement; and

(e) the Applicable Spread (as that term is described in the Credit Agreement) shall not exceed the marginal rate of interest applicable to Loans (as that term is defined in the Credit Agreement) plus 65 basis points (0.65%) per annum, subject to the Advance Rate (as that term is defined in the Credit Agreement).

Section 5. Prepayment of the 2017 Loan Agreement. The City Council hereby determines that the 2017 Loan Agreement shall be paid off on the date that the Loan Obligations are incurred using funds held under the 2017 Loan Agreement, other TIF Revenues held by the City, or proceeds of the Loan, or any combination thereof.

Section 6. Budgeted Percentage for Operation and Administration. Pursuant to Section 31-25-809(3) of the DDA Act, the City Council determines that the costs of operation and administration of the actual Development Projects financed with the Loan Obligations and the Credit Agreement Obligations may account for up to 5% of the total costs of such Development Projects, and hereby budgets up to 5% of the proceeds of each of the Loan Obligations and the Credit Agreement Obligations (from each draw) to be used to pay the costs of operation and administration of the actual Development Projects financed with the Loan Obligations and the Credit Agreement Obligations.

Section 7. Ordinance Irrepealable. This Ordinance shall be and remain irrepealable until the Loan Obligations and the Credit Agreement Obligations shall be fully paid or discharged.

Section 8. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of Loan Obligations or the Credit Agreement

Obligations, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Financing Documents.

Section 9. Severability. If any provision of this Ordinance shall be held invalid or unenforceable, such holding shall not affect any other provisions hereof.

Section 10. Effective Date. This Ordinance shall become effective immediately upon its final passage and publication, as provided by the Charter of the City.

Section 11. Publication. The bill for this Ordinance is hereby authorized and directed to be published as provided in the Charter of the City.

Section 12. Recordation and Authentication. This Ordinance shall be recorded after its passage in a Book of Ordinances of the City, kept for that purpose, and authenticated by the signature of the Mayor and attested and countersigned by the Clerk.

COMMITTEE APPROVAL DATE: June 25, 2025

MAYOR-COUNCIL DATE: July 1, 2025

PASSED BY THE COUNCIL: _____

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

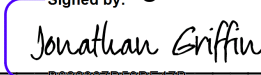
NOTICE PUBLISHED IN THE DAILY JOURNAL: _____ ; _____

PREPARED BY: Butler Snow, LLP

REVIEWED BY: Bradley T. Neiman, Assistant City Attorney DATE: October 30, 2025

Pursuant to section 13-9, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form and have no legal objection to the proposed ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Katie J. McLoughlin, Interim City Attorney

BY:  _____, Assistant City Attorney DATE: 10/29/2025 | 12:38 PM MDT