

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
OCTOBER 5, 2020, 12:00 PM

GO-TO MEETING: Special City Council Meeting [Mon, Oct 5](#), 2020 12:00 PM - 1:00 PM (CDT)

Please join my meeting from your computer, tablet or smartphone. <https://global.gotomeeting.com/join/608818581>

You can also dial in using your phone. United States (Toll Free): 1 866 899 4679 / Access Code: 608-818-581

A. NOTICE TO PUBLIC

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilor specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin.

E. RESOLUTIONS

1. RESOLUTION 2020-277 ACCEPTING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT FOR CATALYST BUILDING GRANT AND NEW CONSTRUCTION INCENTIVE GRANT FROM FLINT HILLS HOLDINGS GROUP LLC TO MARSHALLTOWN LOFTS LLC

Documents:

[10-05-2020_2020-277_RESOLUTION ACCEPTING THE ASSIGNMENT DEV AGREEMENT FROM FLINT HILLS HOLDINGS GROUP LLC TO MARSHALLTOWN LOFTS LLC.pdf](#)

F. **ADJOURN**

MISSION STATEMENT

The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. www.marshalltown-ia.gov

**RESOLUTION ACCEPTING THE ASSIGNMENT OF THE DEVELOPMENT
AGREEMENT FOR CATALYST BUILDING GRANT AND NEW CONSTRUCTION
INCENTIVE GRANT FROM FLINT HILLS HOLDINGS GROUP LLC TO
MARSHALLTOWN LOFTS LLC**

WHEREAS, the City of Marshalltown approved Resolution 2020-085 on March 23, 2020, which set for the terms related to grant funds to Flint Hills Holdings Group LLC (“Grantee”) for the construction of a new income-restricted, multi-family residential structure in the Marshalltown Central Business District; and

WHEREAS, the development agreement was amended by Resolution 2020-135 on May 11, 2020, to increase the total Catalyst Grant amount to \$175,000, while keeping the new construction incentive at \$50,000; and

WHEREAS, the Grantee has requested the amended Development Agreement be assigned to Marshalltown Lofts LLC; and

WHEREAS, the development agreement states that an agreement can be assigned with the consent of each party;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the assignment of the development agreement is hereby consented to, and the Mayor is authorized to execute paperwork for that purpose.

Passed this 5th day of October, 2020 and signed this _____ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

ASSIGNMENT OF DEVELOPMENT AGREEMENT 19-CTBF-003

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT 19-CTBF-003 (this "Assignment") is made and entered into as of September 30, 2020, by FLINT HILLS HOLDINGS GROUP, LLC, a Kansas limited liability company ("Assignor"), in favor of MARSHALLTOWN LOFTS, LLC, an Iowa limited liability company ("Assignee").

RECITALS

A. Assignor entered into a Development Agreement with the City of Marshalltown, Iowa (the "City") on March 18, 2020 (the "Development Agreement"), which is attached hereto as Exhibit "A" and incorporated herein by reference.

B. The Development Agreement contemplates a Community Catalyst Building Remediation Grant (the "Grant") totaling \$75,000.00 issued by the Iowa Economic Development Authority ("IEDA") for a project located at 20 East State Street in Marshalltown, Iowa, under certain terms set forth in the Development Agreement.

C. The Development Agreement contemplates a \$50,000 New Construction Incentive Grant ("New Construction Funds") payable by the City with the first installment of the Grant.

D. The City authorized the Grant, New Construction Funds, and Development Agreement by Resolution 2020-085, passed March 23, 2020 and executed on March 27, 2020, attached hereto as Exhibit "A".

E. The City authorized Resolution 2020-135 amending the Development Agreement with Assignor for a Catalyst Building Grant Totaling \$175,000, passed on May 11, 2020 and signed May 12, 2020, attached hereto as Exhibit "B"

F. Pursuant to Paragraph 9 of the Development Agreement, Assignor is required to obtain the consent of the City to assign the Development Agreement to Assignee.

G. Assignor desires to and assigns its rights and obligations under the Development Agreement to the Assignee and the Assignee desires to and accepts the rights and obligations of the Assignor under the Development Agreement under the terms and conditions as set forth below.

AGREEMENT

NOW, THEREFORE, for the sum of Ten Dollars and 00/100 (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are by this Assignment acknowledged by the parties, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor does hereby unconditionally transfer, collaterally assign, set over to, sell, deliver, and pledge any and all right, title and interest of Assignor in and to the Development Agreement, together with Assignor's rights and obligations thereunder to and for the benefit of the Assignee. The Assignee agrees to accept the rights and performance of the obligations under the Development Agreement. This Assignment is absolute and effective immediately.

2. **Irrevocable Assignment.** Assignor agrees that this Assignment is irrevocable, and Assignor will not, while this Assignment is in effect, take any action, which is inconsistent with this Assignment, or make any other assignment, designation or direction inconsistent with this Assignment, and any such assignment, designation or direction inconsistent with this Assignment shall be void.

3. **Assignor Representations.** Assignor represents and warrants that; (a) Assignor has not executed any prior assignment of any of its rights assigned by this Assignment; (b) Assignor has not done anything which might prevent Assignee from or limit Assignee in operating under any of the provisions of this Assignment; (c) there is no present default by any party to the Development Agreement; (d) the Development Agreement is in full force and effect, unmodified as of the date of this Assignment; and (e) the Development Agreement shall not be modified, amended or terminated without the prior written consent of the Assignee.

4. **Successors.** The terms, covenants and conditions contained herein shall inure to the benefit of, and bind the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

5. **Governing Law.** This Assignment and the rights and obligations of the parties thereto shall be construed under and in accordance with the laws of the State of Iowa.

6. **Counterparts.** For the purpose of facilitating the execution of this Assignment and for other purposes, this Assignment may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed an original, and such counterparts shall constitute but one and the same instrument. A signature of a party by facsimile or other electronic transmission (including a .pdf copy sent by e-mail) shall be deemed to constitute an original and fully effective signature of such party.

7. **Severability.** If any provision or provisions of this Assignment shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Assignment shall remain in full force and effect and be binding on the parties.

8. **Modifications.** No amendment or waiver of any provision of this Assignment shall in any event be effective unless it shall be in writing and signed by the party against whom enforcement of such amendment, waiver or consent is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first written above.

ASSIGNOR:

FLINT HILLS HOLDINGS GROUP, LLC, a Kansas limited liability company

By: 
Name: Anthony Krstich
Title: Manager

ASSIGNEE:

MARSHALLTOWN LOFTS, LLC, an Iowa limited liability company

By: 
Name: Anthony Krstich
Title: Manager

ACKNOWLEDGEMENT AND CONSENT OF CITY

The undersigned City referred to in the foregoing Assignment of Development Agreement (the "Assignment"), acknowledges and consents to the Assignment, and agrees that it will render all acts and performances required of it under the Development Agreement directly to Assignee or its nominee, as Assignee may direct.

The undersigned agrees to notify Assignee in writing in the event of any material and substantial breach by Assignor under the Development Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Acknowledgement and Consent this ____ day of September, 2020

CITY:

(SEAL)

CITY OF MARSHALLTOWN IOWA

ATTEST/WITNESS:

By: _____

Name: _____

Title: _____