

CITY OF MARSHALLTOWN
SPECIAL CITY COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
APRIL 14, 2021, 5:00 PM

GO-TO MEETING: Special City Council Meeting, [Wed, Apr 14, 2021 5:00 PM - 6:00 PM](#)
(CDT)

Please join my meeting from your computer, tablet or
smartphone. <https://global.gotomeeting.com/join/772299453>

You can also dial in using your phone. United States: +1 (872) 240-3412 / Access Code:
772-299-453

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

Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin

E. RESOLUTIONS

1. RESOLUTION 2021-080 SETTING DATE FOR PUBLIC HEARING ON A DEVELOPMENT AGREEMENT WITH GLENWOOD MARSHALLTOWN, LLC, INCLUDING ECONOMIC DEVELOPMENT PAYMENTS IN AN ESTIMATED AMOUNT NOT TO EXCEED \$1,410,000

Documents:

[04-12-2021_2021-080_Resolution Setting PH on Development Agreement with Glenwood Marshalltown LLC.pdf](#)
[GlenwoodMarshalltownLLCDvlpmtAgmt Marshalltown422742-42-v1.pdf](#)

F. CLOSED SESSION - REAL ESTATE

Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017. There may be council action by motion following the closed session if directed by the city's attorney.

G. CLOSED SESSION - REAL ESTATE

Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017. There may be council action by motion following the closed session if directed by the city's attorney.

H. 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

Council Member _____ introduced the resolution next hereinafter set out, related to setting a date for hearing on a Development Agreement with Glenwood Marshalltown, LLC, in connection with the development of a residential subdivision, and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. _____

Setting date for public hearing on a Development Agreement with Glenwood Marshalltown, LLC, including economic development payments in an estimated amount not to exceed \$1,410,000

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 6 (the “Urban Renewal Area”); and

WHEREAS, the City Council will adopt an ordinance providing for the division of taxes levied on taxable property designated as Section A of the Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Glenwood Marshalltown, LLC (the “Developer”) in connection with the development of a 51 lot residential subdivision to be located on property designated as Section A of the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide incentives to the Developer in the form of economic development payments for a period of ten years, in a total estimated amount not to exceed \$1,410,000, under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This Council shall meet on April 26, 2021, at 5:30 p.m., at the Council Chambers, at which time and place a public hearing will be held on the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed hearing, the time when and place where the meeting will be held, by publication at least once not less than four days and not more than twenty days before the meeting in a legal newspaper of general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF HEARING ON DEVELOPMENT AGREEMENT
WITH GLENWOOD MARSHALLTOWN, LLC

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers on April 26, 2021, at 5:30 p.m., at which time and place a public hearing will be held on a Development Agreement between the City and Glenwood Marshalltown, LLC in connection with the development of a 51 lot residential subdivision to be located in Marshalltown Urban Renewal Area No. 6, which provides for certain incentives in the form of economic development tax increment payments in a total amount not exceeding \$1,410,000, as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make economic development payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from property owned by Glenwood Marshalltown, LLC located within the Marshalltown Urban Renewal Area No. 6.

At the meeting, the Council will receive oral or written comments from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Alicia Hunter
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved April 12, 2021.

Mayor

Attest:

City Clerk

* * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Marshalltown, Iowa (the “City”) and Glenwood Marshalltown, LLC (the “Developer”) as of April 26, 2021.

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development projects; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

WHEREAS, the City has established Marshalltown Urban Renewal Area No. 6 (the “Urban Renewal Area”); and

WHEREAS, the Developer intends to provide for the construction of necessary public infrastructure and certain residential units (the “Project”) on certain property located within the Urban Renewal Area, the legal description of which is set out on Exhibit A to this Agreement (the “Property”); and

WHEREAS, the Developer has requested tax increment financing assistance for the Project; and

WHEREAS, Section 403.22 of the Code of Iowa requires that, in order for Incremental Property Tax Revenues (as hereinafter defined) to be made available to finance public improvements related to housing and residential development, a certain percentage of such revenues related to a project must be used to provide assistance to low and moderate income family housing;

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement, the parties hereto agree as follows:

A. Developer’s Covenants

1. The Developer agrees to provide for the construction of residential units on the Property during the term of this Agreement, currently estimated to include 42 single-family units and 4 multi-family units.

2. The Developer agrees to provide for the installation of certain street, sanitary sewer, water and related infrastructure improvements on the Property in compliance with City ordinances and regulations. Upon completion of these improvements and acceptance by the City, the Developer will dedicate these improvements and related right-of-way to the City.

3. The Developer agrees to make, or make provision for, timely payment of property taxes levied against the Property when due, during the term of this Agreement.

B. City's Covenants

In recognition of the Developer's covenants set out above, the City agrees to make economic development Payments to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however that the aggregate, total amount of the Payments shall not exceed \$1,410,000, and all Payments shall be subject to annual appropriation by the City Council as hereinafter set forth.

Payments will be made on December 1 and June 1 of each fiscal year, beginning on the first December 1 for which Incremental Property Tax Revenues (as hereinafter defined) are received by the City from the Marshall County Treasurer that are attributable to the Property, and continuing for a total of ten fiscal years, or until Payments in the total amount of \$1,410,000 have been made.

Each Payment shall be in an amount equal to 59.17% of the Incremental Property Tax Revenues received by the City with respect to the Property during the six (6) months immediately preceding each Payment date. "Incremental Property Tax Revenues" are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy and instructional support levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

An amount equal to 40.83% of the Incremental Property Tax Revenues received by the City with respect to the Property during the six months immediately preceding each Payment Date shall be retained by the City and used in accordance with the provisions of Section 403.22 of the Code of Iowa to provide assistance for low and moderate income family housing in the City. The Developer shall be eligible to apply to the City for allocations of this portion of the Incremental Property Tax Revenues for use in constructing low and moderate income family housing units.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Marshall County Treasurer that are attributable to the Property.

Each Payment shall be subject to a finding by the City Council that the Developer is in full compliance with each of the Developer's Covenants set out above, and each Payment shall be subject to annual appropriation by the City Council. Prior to November 15 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the next succeeding fiscal year, and to the amount required to be set aside for assistance to low and moderate income housing, an amount of Incremental Property Tax Revenues to be collected in such following fiscal year equal to the City's estimate of the amount of Incremental Property Tax Revenues that could be collected in such year (the

“Appropriated Amount”). Each such estimate shall be based on then current consolidated property tax levy and most recent incremental valuation of the Property.

To the extent the City Council decides to obligate funds for appropriation to the Payments and to the low and moderate income set aside, the City agrees to certify to the Marshall County Auditor by December 1 of each year during the term of this Agreement, an amount equal to the most recently determined Appropriated Amount.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Developer’s rights to receive Payments hereunder may be assigned by the Developer to a lender, as security, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By _____
Mayor

Attest:

City Clerk

GLENWOOD MARSHALLTOWN, LLC

EXHIBIT A
Legal Description of Property

WARRANTY DEED IN FILE#2015-00004865

LOT 3 OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, EXCEPT SCHRODT'S SECOND ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA AND EXCEPT GLENWOOD PARK FIFTH AND SIXTH ADDITIONS TO MARSHALL, MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

AND

WARRANTY DEED IN FILE#2015-00004866

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER EXCEPT THE EAST 33 FEET THEREOF AND EXCEPT PARCEL C AS RECORDED IN MICRO-FILE NO. 9604913 AND EXCEPT GLENWOOD PLACE ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, AND EXCEPT GLENWOOD PARK FOURTH AND SIXTH ADDITIONS TO MARSHALL, MARSHALL COUNTY, IOWA, AND EXCEPT WEST MERLE HIBBS BOULEVARD, ALL IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

AND

WARRANTY DEED IN FILE#2015-00004862

LOT 1, LOT 3, LOT 4, LOT 5 AND LOT 6, GLENWOOD PARK FOURTH ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

AND

WARRANTY DEED IN FILE#2015-00004863

LOT 12, LOT 13, LOT 14, AND LOT 15, GLENWOOD PARK SIXTH ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

AND

FINAL PLAT OF GLENWOOD PARK FOURTH ADDITION 2003-193 WITH QUIT CLAIM DEED 2003-195

LOT 'G', GLENWOOD PARK FOURTH ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA.

AND

PARCEL 'C' AS SHOWN ON THE PLAT OF SURVEY, OF LOT 6 OF LOT 3, OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AN OFFICIAL PLAT, IN THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, STATE OF IOWA.



McCLURETM

making lives better

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fax 515-964-2370

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PRELIMINARY

MAPLE ESTATES
FIFTH ADDITION
ZONING: R-2

SCHRODT'S SECOND ADDITION
ZONING: PUD

KNOLLWAY ADDITION
ZONING: R-2

GLENWOOD PARK
FIFTH ADDITION

ZONING: PUD

RAY FIRST ADDITION
ZONING: R-2

RAY FIRST ADDITION
ZONING: R-2

RAY SECOND ADDITION
ZONING: R-2

RAY SECOND ADDITION
ZONING: R-2

GLENWOOD PARK
SIXTH ADDITION

VILLAGE COOPERATIVE OF
MARSHALLTOWN, IOWA

S 6TH ST

GLENWOOD FIRST ADDITION
ZONING: PUD

W. MERLE HIBBS BLVD

GLENWOOD PARK
FOURTH ADDITION

MERLE HIBBS WEST

EXISTING STORM WATER
DETENTION AREA

OPEN SPACE

GLENWOOD THIRD ADDITION
ZONING: PUD

MARSHALLTOWN
GLENWOOD PARK
PRELIMINARY PLAT
MARSHALLTOWN, IOWA
201807-010
FEBRUARY, 26 2021

REVISIONS
MARCH 10, 2021

ENGINEER
T. SMITH

DRAWN BY
T. SMITH

CHECKED BY

FIELD BOOK NO.

DRAWING NO.

SHEET NO.