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PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

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**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
(413 PIERCE STREET, LLC AND MOTOR MART, LLC
AND HISTORIC HOSPITAL, LLC)
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

Chris Myres, 405 6th Street, Sioux City, Iowa 51102

(712)224-5500

Return Document To: (name and complete address)

GF Gabby Menard, 405 6th Street, Sioux City, Iowa 51102

Grantor:

City of Sioux City, Iowa

Grantees:

413 Pierce Street, LLC and Motor Mart, LLC and Historic Hospital, LLC

STATE OF IOWA

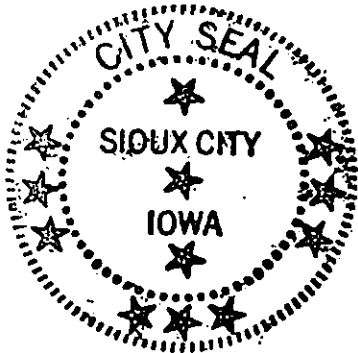
Woodbury County

CITY OF SIOUX CITY


Office of the City Clerk

I, Lisa L. McCardle, City Clerk of the City of Sioux City and City Clerk of the City Council thereof, and as such, having charge of and in my possession, all the records and documents pertaining to said office now remaining therein, do hereby certify that it appears from such records that the foregoing is a true and correct copy of the Resolution 2019-0470 adopted by the City Council of the City on the 10th day of June 2019 upon the call of yeas and nays thereof duly had and recorded.

Dated at Sioux City, Iowa this 11th day of June 2019.



(SEAL)



LISA L. McCARDLE
CITY CLERK

RESOLUTION NO. 2019 - 0470
with attachments

RESOLUTION AUTHORIZING AND APPROVING A THIRD AMENDMENT TO DEVELOPMENT AGREEMENT WITH 413 PIERCE STREET, MOTOR MART, LLC AND HISTORIC HOSPITAL, LLC (413 PIERCE STREET, 520 NEBRASKA STREET, AND 2825 DOUGLAS STREET)

WHEREAS, pursuant to Resolution No. 2017-1156, passed and approved by the City Council on December 18, 2017, the City of Sioux City and 413 Pierce Street, LLC, Motor Mart, LLC, and Historic Hospital, LLC entered into a Development Agreement, which Development Agreement was recorded in the office of the Woodbury County Recorder/Auditor on December 20, 2017 at Roll 756, Images 5493-5642 and on January 5, 2018 at Roll 756, Image 8083-8231 and subsequently amended on February 5, 2018, pursuant to Resolution 2018-0091, and recorded at the office of the Woodbury County Recorder/Auditor on February 20, 2018 at Roll 757, Image 3689-3698 and November 5, 2018, pursuant to Resolution 2018-0894, and recorded at the office of the Woodbury County Recorder/Auditor on January 18, 2019 at Roll 762, Image 9262-9273; and

WHEREAS, the Development Agreement provides for a series of Economic Development Grants to the Development Properties paid from the City's EPA Brownfield funds and sets forth a schedule for the allocation and disbursement of said Grants; and

WHEREAS, the Developer has requested a reallocation of said Economic Development Grants among the three Development Properties to allow Developer to better utilize the available private financing sources for the redevelopment of the development properties; and

WHEREAS, various delays regarding pre-construction activities require changes to the commencement and completion dates for each of the three Development Properties as well as to the property tax rebate schedules for the development properties located at 520 Nebraska Street and 413 Pierce Street; and


WHEREAS, a Third Amendment to Development Agreement is necessary to allow for said reallocation of the Economic Development Grants, to allow for additional time for the Developer to finalize pre-construction activities and commence construction on each of the Development Properties, and to revise the property tax rebate schedules for two of the Development Properties; and

WHEREAS, the City Council is advised and does believe that it is in the best interest of the City to approve said Third Amendment to Development Agreement with 413 Pierce Street, LLC, Motor Mart, LLC, and Historic Hospital, LLC.

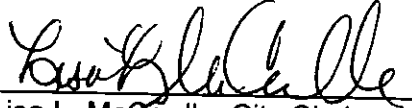
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY IOWA, that the Third Amendment to the Development Agreement between the City of Sioux City and 413 Pierce Street, Motor Mart, LLC, and Historic Hospital, LLC, attached hereto and by this reference made a part thereof, allowing for reallocation of the Economic Development Grants, extending the construction timeline and revising the property tax rebate schedules for 520 Nebraska Street and 413 Pierce Street, be and the same is hereby approved as to form and content.

BE IT FURTHER RESOLVED, that the Mayor Pro Tem and City Clerk be and they are hereby authorized and directed to execute said Third Amendment to the Development Agreement with 413 Pierce Street, LLC, Motor Mart, LLC, and Historic Hospital, LLC for and on behalf of the City of Sioux City.

PASSED AND APPROVED: June 10, 2019



Dan A. Moore, Mayor Pro Tem

ATTEST: 

Lisa L. McCordle, City Clerk

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
(413 PIERCE STREET, LLC AND MOTOR MART, LLC AND HISTORIC HOSPITAL, LLC)**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT made on this 10 day of June 2019, by and between the City of Sioux City, Iowa, an Iowa municipal corporation, (hereinafter referred to as "City"), and 413 Pierce Street, LLC and Motor Mart, LLC and Historic Hospital, LLC (hereinafter referred to as "Developer").

RECITALS

WHEREAS, on December 18, 2017, the City and the Developer entered into a Development Agreement for the development of properties located at 413 Pierce Street, 520 Nebraska Street, and 2825 Douglas Street, Sioux City, Iowa, which Development Agreement was recorded on January 5, 2018 at Roll 756, Image 8083-8231, in the Woodbury County, Iowa Auditor and Recorder's Office; and

WHEREAS, a First Amendment to Development Agreement was executed to correct the legal description for a portion of the Development Property, which First Amendment to Development Agreement was approved on February 5, 2018 and recorded on February 20, 2018 at Roll 757, Image 3689-3698, in the Woodbury County, Iowa Auditor and Recorder's Office; and

WHEREAS, A Second Amendment to Development Agreement was executed to provide for the sale of right-of-way located adjacent to the Development Property at 520 Nebraska Street to Motor Mart, LLC, which Second Amendment to Development Agreement was approved on November 5, 2018 and recorded on January 18, 2019 at Roll 762, Image 9262-9273, in the Woodbury County, Iowa Auditor and Recorder's Office; and

WHEREAS, the Development Agreement provides for a series of Economic Development Grants to the Development Properties paid from the City's EPA Brownfield funds and sets forth a schedule for the allocation and disbursement of said Grants; and

WHEREAS, the Developer has requested a reallocation of said Economic Development Grants among the three development properties to allow Developer to better utilize the available private financing sources for the redevelopment of the development properties; and

WHEREAS, various delays regarding pre-construction activities require changes to the commencement and completion dates for each of the three development properties as well as to the property tax rebate schedules for the development properties located at 520 Nebraska Street and 413 Pierce Street; and

WHEREAS, a Third Amendment to Development Agreement is necessary to allow for said reallocation of the Economic Development Grants, to allow for additional time for the Developer to finalize pre-construction activities and commence construction on each of the development properties, and to revise the property tax rebate schedules for two of the development properties; and

WHEREAS, all other terms of the Development Agreement would remain in effect on the Development Property; and

1. Section 4.3, Commencement and Completion of Construction, is amended to read as follows:

Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be commenced and substantially completed according to the following schedule:

413 Pierce Street: Commencement Date – ~~January 1, 2019~~ July 1, 2019
Completion Date – December 31, 2020

520 Nebraska Street: Commencement Date – ~~December 31, 2017~~ June 1, 2019
Completion Date – ~~December 31, 2019~~ December 31, 2020

2825 Douglas Street: Commencement Date – ~~January 1, 2019~~ July 1, 2020
Completion Date – ~~December 31, 2020~~ December 31, 2021

or by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements to be constructed or provided by the Developer shall be in conformity with the Construction Plans.

2. Subsection 5.1(a)2 is amended to read as follows:

(a) 413 Pierce Street

2. EPA Brownfield Grant - For and in consideration of the obligations being assumed by the Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article) to make a grant to the Developer in the form of an EPA Brownfield Grant in the aggregate amount of ~~Six~~ One Hundred Thousand Dollars (\$~~6~~100,000) (the "EPA Brownfield Grant"). The EPA Brownfield Grant shall be disbursed on a reimbursement basis and paid after allowable costs have been incurred and verified to the satisfaction of the City and only for costs incurred after the date of the signing and approval of this Agreement. Allowable costs shall be limited to those costs listed in the attached "Exhibit L".

3. Subsection 5.1(b) is amended to read as follows:

(b) 520 Nebraska Street

1. Property Tax Rebate – For and in consideration of the obligations being assumed by the Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article) to make a grant to the Developer in the form of a Property Tax Rebate on the portion of the Development Property described as Commercial in the attached "Exhibit B", according to the following schedule:

Property Tax Payment Due Date	Percentage of Paid Commercial Property Taxes Collected by the City into the Tax Increment Financing District to be Rebated
September 30, 2024 2	75%
March 31, 2022 3	75%
September 30, 2022 3	75%
March 31, 2023 4	75%
September 30, 2023 4	75%
March 31, 2024 5	75%
September 30, 2024 5	75%
March 31, 2025 6	75%
September 30, 2025 6	75%
March 31, 2026 7	75%
September 30, 2026 7	50%
March 31, 2027 8	50%
September 30, 2027 8	50%
March 30, 2028 9	50%

Proceeds of the Property Tax Rebate shall be used by the Developer solely and only for the purposes of paying costs of constructing the Minimum Improvements, which shall include servicing debt associated with the costs of said construction.

2. EPA Brownfield Grant - For and in consideration of the obligations being assumed by the Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article) to make a grant to the Developer in the form of an EPA Brownfield Grant in the aggregate amount of ~~Four~~ Two Hundred Thousand Dollars (\$~~4200,000~~) (the "EPA Brownfield Grant"). The EPA Brownfield Grant shall be disbursed on a reimbursement basis and paid after allowable costs have been incurred and verified to the satisfaction of the construction of the Minimum Improvements and only for costs incurred after the date of the signing and

approval of this Agreement. Allowable costs shall be limited to those costs listed in the attached "Exhibit L".

4. Section 5.1 is amended by added the following new Subsection 5.1(c):


(c) 2825 Douglas Street

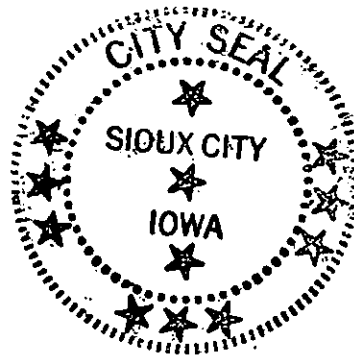
1. EPA Brownfield Grant - For and in consideration of the obligations being assumed by the Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article) to make a grant to the Developer in the form of an EPA Brownfield Grant in the aggregate amount of Three Hundred Thousand Dollars (\$300,000) (the "EPA Brownfield Grant"). The EPA Brownfield Grant shall be disbursed on a reimbursement basis and paid after allowable costs have been incurred and verified to the satisfaction of the construction of the Minimum Improvements and only for costs incurred after the date of the signing and approval of this Agreement. Allowable costs shall be limited to those costs listed in the attached "Exhibit L".

5. In all other respects, the Development Agreement shall remain in full force and effect.

CITY OF SIOUX CITY, IOWA

By: 
Dan Moore, Mayor Pro Tem


Attest: 
Lisa L. McCardle, City Clerk



STATE OF IOWA)
 :
COUNTY OF WOODBURY)

On this 10 day of June, 2019, before me the undersigned, a Notary Public in and for Woodbury County, personally appeared Dan Moore and Lisa L. McCardle, to me personally known, who, being by me duly sworn, did say that they are Mayor Pro Tem and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed hereto is the seal of the City of Sioux City, Iowa; that the said instrument was signed and sealed on behalf of said City of Sioux City, Iowa, and that the said Mayor Pro Tem and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City of Sioux City, Iowa, by it and by them voluntarily executed.



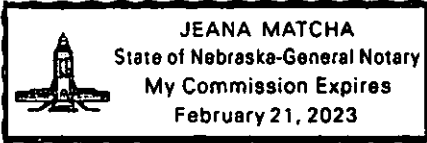

NOTARY PUBLIC in and for said COUNTY and STATE

413 PIERCE STREET, LLC

By: James T. Royer
James T. Royer, Managing Member

STATE OF NEBRASKA)
)
)
COUNTY OF DOUGLAS)

On this 5th day of June, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared James T. Royer, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of 413 Pierce Street, LLC, and that said instrument was signed on behalf of said limited liability; and that the said Managing Member as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.



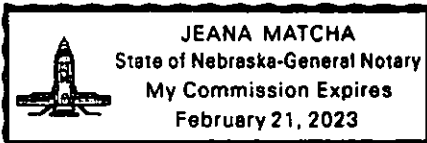
Jeana Matcha
Notary Public in and for the State of Nebraska

MOTOR MART, LLC

By: James T. Royer
James T. Royer, Managing Member

STATE OF NEBRASKA)
)
)
COUNTY OF DOUGLAS)

On this 5th day of June, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared James T. Royer, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of Motor Mart, LLC and that said instrument was signed on behalf of said limited liability company; and that the said Managing Member as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.



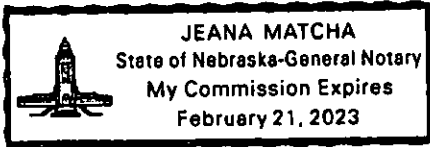
Jeana Matcha
Notary Public in and for the State of Nebraska

HISTORIC HOSPITAL, LLC

By: *James T. Royer*
James T. Royer, Managing Member

STATE OF NEBRASKA)
 :
COUNTY OF DOUGLAS)

On this 5th day of June, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared James T. Royer, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of Historic Hospital, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Managing Member as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.



Jeana Matcha
Notary Public in and for the State of Nebraska