

RESOLUTION NO. 2017-36

**A RESOLUTION TO ENTER INTO AGREEMENTS FOR THE
CITY'S COMMERCIAL CONSTRUCTION INCENTIVE PROGRAM GRANT**

WHEREAS, the City established a Commercial Construction Incentive Program ("Program") to provide public support to local contractors participating in new commercial, industrial, residential and multi-residential construction projects in the City's Urban Renewal Area; and

WHEREAS, through the Program, the City desires to provide fiscal support through a series of economic development grants ("Grant" or "Grants") to local contractors undertaking qualified construction projects in the Urban Renewal Area; and

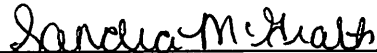
WHEREAS, the City developed guidelines governing the award of Grants under the Program and solicited and received Grant applications; and

WHEREAS, to implement the Program, encourage economic development in the City, facilitate the disbursement of a Grant and define the terms and conditions governing the disbursement of the Grant, the City Council deems the agreements attached hereto and incorporated herein by this reference between the City, Torkelson Properties, LLC and Torkelson Construction to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Eagle Grove; Iowa that:


The Council approves the two documents attached hereto, each entitled Agreement for the City of Eagle Grove's Commercial Construction Incentive Program Grant, and authorizes the Mayor and City Clerk to execute each Agreement on behalf of the City.

Passed by the City of Eagle Grove Council on the 18th day of September, 217.



Mayor

Attest:



City Clerk

Prepared by: Brett D. Legvold, P. O. Box 644, Humboldt, IA 50548 (515) 332-4093
Return to: Brett D. Legvold, P. O. Box 644, Humboldt, IA 50548

**AGREEMENT FOR THE CITY OF EAGLE GROVE'S
COMMERCIAL CONSTRUCTION INCENTIVE PROGRAM GRANT**

This Agreement dated September 18, 2017 by and between Torkelson Properties, LLC, hereinafter called "Applicant," Torkelson Construction, hereinafter called "Contractor," and the City of Eagle Grove, Iowa, a political subdivision of the State of Iowa, hereinafter called "City.

Whereas, the City established a Commercial Construction Incentive Program ("Program") to provide public support to local contractors participating in new commercial, industrial, residential and multi-residential construction projects in the City's Urban Renewal Area; and

Whereas, through the Program, the City desires to provide fiscal support through a series of economic development grants ("Grant" or "Grants") to local contractors undertaking qualified construction projects in the Urban Renewal Area; and

Whereas, the City developed guidelines governing the award of Grants under the Program and solicited and received Grant applications; and

Whereas, to implement the Program and encourage economic development in the City, the parties enter into this Agreement.

Based on the foregoing premises, the parties mutually agree to administer the provision of a Grant under the Program on the following terms and conditions:

1. Applicant acknowledges submission of the Commercial Construction Incentive Program Grant Application and accompanying documents, attached hereto and incorporated herein by reference ("Application"), which the Eagle Grove Community Economic Development Corporation reviewed and referred to the City for its consideration and approval. Applicant affirms the accuracy of the Application as submitted and as of the date of this Agreement.
2. The local address of the property is 215 North Washington, Eagle Grove, IA 50533, and the legal description of the real property to which the Application applies is:
Lot 1, Block 38, Cadwell's First Addition to Eagle Grove Junction, Wright County, Iowa, and platted tract in said Block 38 more fully described as follows: Commencing at the Northwest corner of Lot 1 in said Block 38, thence North 139.88 feet to the Northwest corner of Block 38; thence East 301.1 feet, more or less, to the Northeast corner of Block 38; thence South 138.5 feet; thence West 160.37 feet; thence South 10 feet; thence West 140.37 feet to the place of beginning.
3. Applicant and Contractor agree to complete the construction project set forth in the Application in accordance with the plans, specifications and bid set forth therein.
4. Upon completion of Applicant's project, Applicant and Contractor shall certify in writing to City that the project is complete and request the provision of the Grant set forth in the Application approved by the City. Applicant and Contractor shall also submit invoices from local contractors showing the amount of work performed by local contractors. The City reserves the right to contact local contractors on the project to confirm the amount of their work on the project.
5. As a condition of issuance of the Grant, Applicant must comply with City's zoning ordinance and regulations.
6. Within thirty (30) days of receipt of Applicant's written certification of project completion and proof of the amount of work performed by local contractors, City shall issue a check made jointly payable to Applicant and Contractor in an amount equal to the amount of work performed by local contractors on the project not to exceed the lesser of twenty percent (20%) of the project cost as set forth in the Application or \$40,000.00.
7. As a condition of the issuance of the Grant, City reserves the right to inspect and investigate Applicant's project and the work performed thereon to ensure completion and compliance with the terms of this Agreement. The City is not obligated to dispense Grant funds unless, in its sole and absolute authority and discretion, the Project is completed in accordance with the Application and this Agreement.
8. Applicant agrees that any costs incurred by the City in the process of reviewing and awarding the Grant may be deducted from the Grant.
9. Applicant agrees that any infrastructure improvements required to be installed by the City

to complete the Applicant's construction project may be deducted from the Grant.

10. Applicant agrees that the property upon which the Applicant's project is constructed for this Grant shall be utilized and remain a property whose ownership and use subjects it to property taxes for a period of twenty (20) years from the date of the Grant award. This covenant shall run with the land, and the Agreement shall be recorded for that purpose.
11. Upon any breach or violation of this Agreement by Applicant, the City may, at its option, utilize one or more of the following remedies:
 - a. Terminate or refuse to award any Grant funds if not yet awarded;
 - b. If Grant funds have been awarded, be entitled to the repayment of awarded Grant funds; or
 - c. Utilize any other legal remedy available to it.
12. If the City takes legal action to remedy a breach by Applicant or Contractor, then City may recover its attorney fees and costs.
13. Notwithstanding City's award of a Grant under the terms and conditions of this Agreement, City shall have no liability to Applicant, Contractor or any third parties for any cost, loss, liability, or payment which is in any way related to Applicant's construction project, and Applicant and Contractor shall indemnify and hold City harmless from same, including City's attorney fees and litigation costs.
14. This Agreement, together with the Application and its accompanying documents, constitutes the entire agreement between the parties, and supersedes all prior and concurrent proposals and agreements, whether oral or written, and all other communications between parties relating to the subject matter. No amendments, modifications, or additions to this contract shall be binding unless they are in writing and signed by all parties hereto.
15. The Agreement shall be binding upon each party's heirs, successors, and assigns.

In witness, the parties have executed this Contract as of the date above.

CITY OF EAGLE GROVE, IOWA

By: Sandy McGrath
Sandy McGrath, Mayor

Attest: George McGuire
George McGuire, City Clerk

APPLICANT:

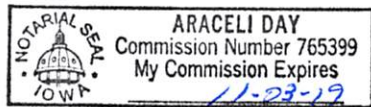
By: Robert Torkelson
Robert Torkelson
Title: Member

CONTRACTOR:

By: Robert Torkelson
Robert Torkelson
Title: Owner/Proprietor

STATE OF IOWA, WRIGHT COUNTY, SS:

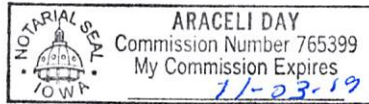
On this 18th day of September, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Sandra McGrath and George McGuire, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Eagle Grove, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as authorized via resolution by the City Council on the 18th day of September, 2017, and that the Mayor and City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.




NOTARY PUBLIC

STATE OF IOWA, WRIGHT COUNTY, SS:

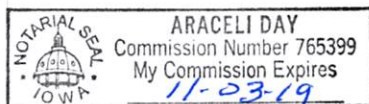
On this 20th day of September, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Robert Torkelson, to me personally known, who being by me duly sworn, did say that he is the sole member of Torkelson Properties, LLC, a member-managed limited liability company, that said instrument was signed on behalf of the said limited liability company in the ordinary course of its business or affairs, that Robert Torkelson has the authority to act on behalf of the limited liability company, and that Robert Torkelson acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

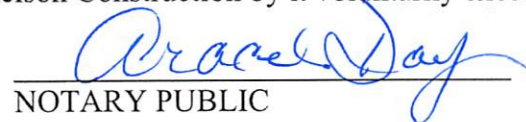



NOTARY PUBLIC

STATE OF IOWA, WRIGHT COUNTY, SS:

On this 20th day of September, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Robert Torkelson, to me personally known, who being by me duly sworn, did say that he is the owner and sole proprietor of Torkelson Construction, that said instrument was signed on behalf of Torkelson Construction by authority of its owner and sole proprietor, and Robert Torkelson acknowledged the execution of said instrument to be the voluntary act and deed of Torkelson Construction by it voluntarily executed.




NOTARY PUBLIC

Prepared by: Brett D. Legvold, P. O. Box 644, Humboldt, IA 50548 (515) 332-4093
Return to: Brett D. Legvold, P. O. Box 644, Humboldt, IA 50548

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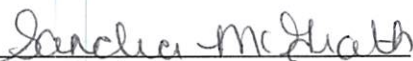
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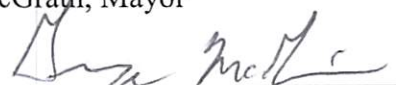
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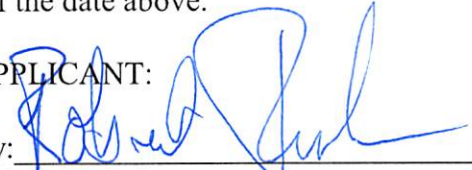
In witness, the parties have executed this Contract as of the date above.

CITY OF EAGLE GROVE, IOWA

By: 
Sandy McGrath, Mayor

Attest: 
George McGuire, City Clerk

APPLICANT:

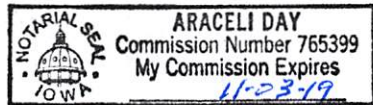
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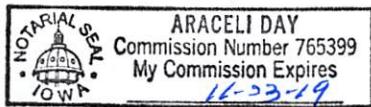
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Araceli Day
NOTARY PUBLIC

STATE OF IOWA, WRIGHT COUNTY, SS:

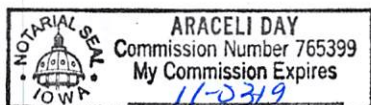
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