

Whereupon, Council member Vandewater moved that the following resolution be adopted:

**RESOLUTION NO. 2024-65**

**A RESOLUTION AUTHORIZING A DILAPIDATION/BLIGHT  
REMEDICATION AGREEMENT WITH THE EAGLE GROVE  
COMMUNITY DEVELOPMENT CORPORATION**

WHEREAS, the City Council for the City of Eagle Grove feel that is in the best interest of the City of Eagle Grove to promote the demolition/rehabilitation of certain residential property, and;

WHEREAS, the City of Eagle Grove has received an agreement, affixed hereto, to partner with the Eagle Grove Community Development Corporation for the rehabilitation/removal of certain dilapidated/blight properties in the community, and;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE GROVE, IOWA that the Mayor and City Administrator are authorized to execute the affixed agreement between the City of Eagle Grove and the Eagle Grove Community Development Corporation.

The motion was seconded by Council member Weland and after due consideration thereof, the roll was called, and the following Council members voted:

Ayes: Vandewater, Pamperin, Axtell, Lorenzen, Limerick, Weland

Nays: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Whereupon, the Mayor declared said Resolution duly passed and adopted this 20<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Michael Boyd, Mayor

ATTEST:

  
\_\_\_\_\_  
Bryce Davis, City Administrator/Clerk

## Agreement

On this 20<sup>th</sup> day of May, 2024 this agreement is made and entered into by and between the Eagle Grove Community Development Corporation (CDC) and the City of Eagle Grove (City).

### RECITALS

- A. The CDC is a corporation whose primary purpose is to conserve, improve, develop, promote, advance, and expand in a direct manner the existing industrial, commercial, and professional enterprises.
- B. The City is a municipality that is operated as a mayor-council form of government. The council and mayor and other city officers have such powers and shall perform such duties as are authorized or required by state law and by the ordinances, resolutions, rules and regulations of the City.
- C. The parties to this agreement desire to utilize General Obligation Urban Renewal Loan funds for the improvement of the City via the grant of funds from the City to the CDC under the City's Urban Renewal Plan as part of its Commercial Construction Incentive Program within the Eagle Grove Urban Renewal Area to promote construction activity in the City.
- D. The City desires to use or transfer the General Obligation Urban Renewal Loan funds to the CDC to use these funds to carry out the purposes set out herein.

### AGREEMENT

Now, therefore, the parties hereto agree as follows:

1. **PROPERTIES:** The CDC and City will work together to identify abandoned, dangerous, dilapidated or blighted properties within the Eagle Grove Urban Renewal Area. The CDC may use the funds set forth herein to acquire, develop, repair, rehabilitate or demolish these properties.

2. **CITY'S RESPONSIBILITIES:**

- a. The City shall be responsible for making good faith efforts in utilizing its powers and authority to assist the CDC in acquiring, developing, repairing, rehabilitating or demolishing abandoned, dangerous, dilapidated or blighted properties. If the City obtains title to such properties, then the City may attempt to convey the property to the CDC in accordance with the laws of this State, including, but not limited to, Iowa Code§ 403.8 and 364.7.

- b. The City will load dirt onto dump trucks, if a loader is available, but will not be required to haul dirt. If a City loader is unavailable, then the CDC will be responsible for paying a contractor for this service from the grant funds.
- c. The City will allow the CDC to store dirt and concrete on City property until the CDC can recycle or dispose of it.
- d. When the CDC burns a property, the City will have a City employee or the fire department oversee and control the burn at all times.
- e. In no event shall the CDC allow debris, dirt, concrete or other materials from its rehabilitation efforts to exist on City property for longer than the six-month period described in paragraph 3.b. of this agreement.

3. **CDC RESPONSIBILITIES:**

- a. The CDC will acquire, develop, repair, rehabilitate or demolish properties identified pursuant to paragraph 1.
- b. The CDC will obtain all permits necessary to move, burn or demolish any such property and shall complete such repairs, rehabilitation or improvements within twelve (12) months of commencing any repairs, rehabilitation or improvements.
- c. The CDC will ensure compliance with asbestos testing, permitting and any other environmental and regulatory requirements for the demolition or razing of a property.
- d. The CDC agrees to indemnify and hold the City harmless from any and all claims, demands, and liabilities of any kind whatsoever which may arise from the CDC's actions or inactions under this Agreement.
- e. The CDC shall not sell, lease or otherwise transfer any property acquired by or transferred to it pursuant to this Agreement without completing or making provisions for the repairs, rehabilitation or improvements contemplated herein. If the property is transferred to a third party from the CDC, it shall be subject to a deed or contractual restriction approved by the City to ensure completion of the repairs, rehabilitation or improvements contemplated herein.

4. **COST:** The City will provide up to \$300,000.00 in General Obligation Urban Renewal Loan funds for the sole purpose of addressing the abandoned, dangerous, dilapidated or blighted properties, which can be utilized by the City or CDC in carrying out the purposes of this Agreement. Provided that sufficient amount of funds remain at the time of the request and unless otherwise agreed by the City, amounts requested by the CDC will be transferred in increments of \$30,000.00 per year until the Year 2034. The CDC will then use the funds towards properties identified pursuant to paragraph 1 as follows:

- a. The funds will be used by the CDC for the cost of acquisition, development, demolition, rehabilitation or repair, including but not limited to: operating expense, banking expense, maintenance expense, lawn care expense, abstracting expense, taxes, insurance, snow removal, fill dirt, seed, loader and/or operator expense, site preparation and acquisition, and any other expense associated with the acquisition, development, demolition, rehabilitation or repair of an abandoned, dangerous, dilapidated or blighted property.
- b. Funds will be held by the CDC in a separate account, which will be properly accounted for by the CDC.
- c. The CDC will provide periodic status and accounting reports to the City on an annual basis and upon the City's request.
- d. The City will advance additional funds upon request by the CDC. Funds will be advanced within 30 days of a written request.
- e. The City shall utilize or disburse the General Obligation Urban Renewal Loan funds pursuant to this Agreement within ten (10) years from the date of their receipt by the City.

5. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and integrates all of the terms and conditions mentioned in and incidental to such agreement of the parties. No modification or waiver of any provision in this Agreement shall be valid, unless in writing and signed by all parties.

If any provision of this Agreement is found to be invalid by any court, administrative agency or tribunal of competent jurisdiction, the invalidity of any such provision shall not affect the validity of remaining provisions hereof.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors. The parties agree that neither the CDC nor the City shall have the right to assign their rights and obligations hereunder to any party without the prior written consent of the other party.

6. **TERMINATION OF AGREEMENT:** This Agreement shall terminate when all of the General Purpose Urban Renewal Loan Funds set aside for this purpose have been exhausted.

7. **GOVERNING LAW:** This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

EAGLE GROVE COMMUNITY DEVELOPMENT CORPORATION

By:

Title:

[Signature]  
President

STATE OF IOWA, WRIGHT COUNTY, SS:

This record was acknowledged before me this 23<sup>rd</sup> day of May, 2024, by Michael Ryerson.

[Signature]  
Signature of Notary Public



CITY OF EAGLE GROVE, IOWA

[Signature]

By: Michael Boyd, Mayor

[Signature]

Attest: Bryce Davis, City Clerk

STATE OF IOWA, WRIGHT COUNTY, SS:

On this 20<sup>th</sup> day of May, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Michael Boyd and Bryce Davis, 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; and that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Resolution 2024-65 adopted by the City Council on the 20<sup>th</sup> day of May, 2024, and that Michael Boyd and Bryce Davis 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.

[Signature]  
NOTARY PUBLIC

