

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

RESOLUTION NO. 2024-69

A RESOLUTION AUTHORIZING A CCIP AGREEMENT

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 construction of certain property, and;

WHEREAS, the City of Eagle Grove has received an agreement, affixed hereto, for a Commercial Construction Incentive Program Grant for the development of a single-family home owned by Gary and Beth Burgert, 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 Gary and Beth Burgert to assist in the development of a certain residential property.

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

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


Nays: _____, _____, _____, _____, _____, _____,

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



Michael Boyd, Mayor

ATTEST:



Bryce Davis, City Administrator/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 May 20, 2024, by and between Gary T. Burgert and Bethene M. Burgert, hereinafter called "Applicant," 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 510 N. Prairie, Eagle Grove, IA 50533, and the legal

description of the real property to which the Application applies is:

The North 264 feet of Lot 7 in the Auditor's Plat of the SW1/4 of the NW1/4 of Section 26, Township 91 North, Range 26 West of the 5th P.M., Eagle Grove, Wright County, Iowa.

3. Applicant agrees 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 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 shall also submit invoices from local contractors showing the amount of work performed. The City reserves the right to contact applicants 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 payable to Applicant in an amount equal to the amount of work performed 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, 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 or any third parties for any cost, loss, liability, or payment which is in any way related to Applicant's construction project, and Applicant 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: 

Michael L. Boyd, Mayor

Attest: 

Bryce Davis

City Administrator/Ex Officio City Clerk

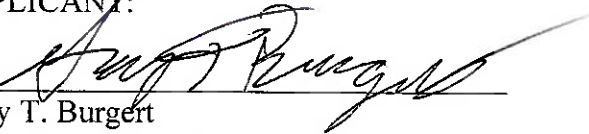
STATE OF IOWA, WRIGHT COUNTY, SS:

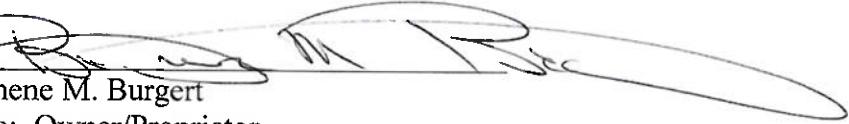
On this 20th day of May, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Michael L. Boyd and Bryce Davis, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator/Ex Officio City Clerk of the City of Eagle Grove, Iowa; 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 20th day of May, 2024, and that the Mayor and City Administrator/Ex Officio 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



APPLICANT:

By: 
Gary T. Burgert
Title: Owner/Proprietor

By: 
Bethene M. Burgert
Title: Owner/Proprietor

STATE OF IOWA, WRIGHT COUNTY, SS:

This record was acknowledged before me this 22nd day of May, 2024,
by Gary T. Burgert and Bethene M. Burgert.


NOTARY PUBLIC

