

RESOLUTION 22-04

In Re: Development Agreement with Cecilia Agular and Jesus Ramos

WHEREAS, the City Council of the City of Early has been provided with a Development Agreement with Cecilia Agular and Jesus Ramos, and;

WHEREAS, it is the best interest of the City and its citizens to enter into such development agreement for economic development and improvement of abandoned real estate within the city limits, and;

WHEREAS, said Development Agreement sets forth the terms and conditions required for the development to occur in a timely and authorized manner, it is therefore necessary to enter into the Agreement as shown on the attached Exhibit "A" incorporated herein by this reference;

NOW, THEREFORE, Be It Resolved:

1. That the Agreement as shown on Exhibit "A" is approved;
2. That the Agreement is intended to be in effect immediately upon passage of this Resolution;
3. That the Mayor and the Clerk of the City of Early are authorized to execute all documents and to carry forth all things necessary to effectuate the Exhibit "A" Agreement;

Passed on the 4th day of January, 2022 by majority vote of the City Council of Early, Iowa.

CITY OF EARLY, IOWA

By Sharon Ann Irwin
SHARON IRWIN, MAYOR

Attest L. Bainbridge
LEXI BAINBRIDGE, CITY CLERK

motion made by = B. Pickhinke and
seconded by = S. Schmitt on Roll call vote

	Aye	Nay
Pickhinke	X	
Cougill	X	
Schmitt	X	
Langner	X	

DEVELOPMENT AGREEMENT

This agreement is made this ___4th___ day of January 2022 between the City of Early, Iowa, hereinafter referred to as "City," and Cecilia Agular and Jesus Ramos referred to as "Developer".

WITNESSETH

WHEREAS, Developer intends to remodel and refurbish certain real estate located within the city limits at 202 E 2nd St. on Lot 8, Block 1, Original Town of Early, Sac County, Iowa (Parcel Tax I.D. No. 810604010008);

WHEREAS, City desires to create an incentive for Developer to purchase and maintain said real estate for residential purposes to conform to its code and ordinances and placed back in productive private use within a time certain;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Rehabilitation and Use of Real Estate

Developer will maintain and use the above-described real estate for residential purposes.

Development Activities

1. Developer shall acquire the property from the Sac County Treasurer by no later than July 1st, 2022. Developer will pay no more than \$5000.00 to acquire the real estate from the Sac County Treasurer by tax deed. The Treasurer has agreed that the \$5000 will be paid to the City in satisfaction of the City's special assessments at the time the special assessments are released by the City.
2. The real estate will be developed and maintained in substantial conformance and in accordance with building permits to be approved and issued by the City, which building construction will comply with the applicable Zoning and other City Ordinances. This construction shall be completed no later than June 1st, 2023.

Release of City Nuisance Assessments: Upon the completion of the Development Activities required by paragraphs 1 & 2, City shall to the extent possible, without repaying or payment of any sort to tax sale purchasers, release the special nuisance assessments against the real estate. The City will also take any other action regarding the tax Sale certificates to assist in the redemption of said certificates, but will not pay any amount towards the redemption of the certificates without full consent of the City Council.

Tax Abatement: Upon completion, this project will be eligible for tax abatement per the Chapter 8 of the City of Early's Urban Revitalization Plan.

Amendments. This agreement sets forth the entire understanding of the parties and supersedes any prior agreement, oral or written, as to the subject matter hereof. This Agreement may be amended or modified by, and only by, a written instrument executed by the parties hereto.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, permitted assigns and personal representatives. This Agreement shall not be assigned by any party hereto except as permitted by its express terms or upon the written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement

Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Iowa, without reference to its conflict of law rules.

Remedies. The City shall serve notice to Developer of claim of non-performance(s) by certified mail. Any notice sent by certified mail shall be deemed served if sent

To Developer at: 406 West 8th Street, Storm Lake, IA 50588

To City at: City Clerk, 107 Main St., Early, IA 50535

Developer shall have the right to request a hearing before the Early City Council to contest any claim by the City and if the Council confirms non-performance by Developer, Developer shall have up to thirty (30) days to correct said non-performance. If the Developer corrects a non-performance, then the City is granted the right to decide if performance has been met. Otherwise, the City and Developer are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

In the event that the City of Early fails to meet the responsibilities as outlined above, Developer shall serve written notice to the City of said non-performances by certified

mail. The City shall have the right to hold a City Council hearing; and if the Council agrees there has been non-performance, the City shall have up to thirty (30) days to correct said non- performance. Otherwise, the City and Developer are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

Time of the Essence. Time is of the essence in this Agreement. Any waiver of time of performance of any act shall not be deemed a waiver of timely performance of any other act required herein.

Severability Clause. If any section, provision, or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first written.

Developer

Cecilia Agular

Jesus Ramos

City of Early, Iowa

By Sharon Ann Irwin
Sharon Irwin, Mayor

By L Bainbridge
Lexi Bainbridge, City Clerk