

RESOLUTION 21-09

In Re: Development Agreement with TD Vickers Properties LLC

WHEREAS, the City Council of the City of Early has been provided with a Development Agreement with TD Vickers Properties LLC, 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 6th day of April, 2021 by majority vote of the City Council of Early, Iowa.

CITY OF EARLY, IOWA

By Sharon Irwin
SHARON IRWIN, MAYOR

Attest L. Bainbridge
LEXI BAINBRIDGE, CITY CLERK

DEVELOPMENT AGREEMENT

This agreement is made this 6th day of April, 2021 between the City of Early, Iowa, hereinafter referred to as "City," and TD Vickers Properties, LLC, Toina Vickers, managing member, hereinafter referred to as "Developer" for a project to be known as "The Crossings Coffee House".

WITNESSETH

WHEREAS, Developer intends to remodel and refurbish certain real estate located within the city limits on Karr Avenue located on Lot 6, Block 15, Second Addition to Early, Sac County, Iowa (Parcel Tax I.D. No. 810604102007);

WHEREAS, City desires to create an incentive for Developer to remodel and construct a building for retail use to conform to its code and ordinances and placed back in productive private commercial 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 construct a building on the above described real estate into a commercial or retail space as per the written drawings reviewed by the City Council of the City of Early at its regular monthly meeting, which drawings are attached hereto and incorporated into this Development Agreement by reference.

Development Activities

1. Developer shall begin improvements to the property by no later than June 1st, 2021.
2. The real estate will be developed in substantial conformance with the drawings (which may be redesigned) according to 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 December 31, 2021.

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: 110 S Sixth Street, Sac City, IA 50583

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.

TD VICKERS PROPERTIES, LLC, Developer

City of Early, Iowa



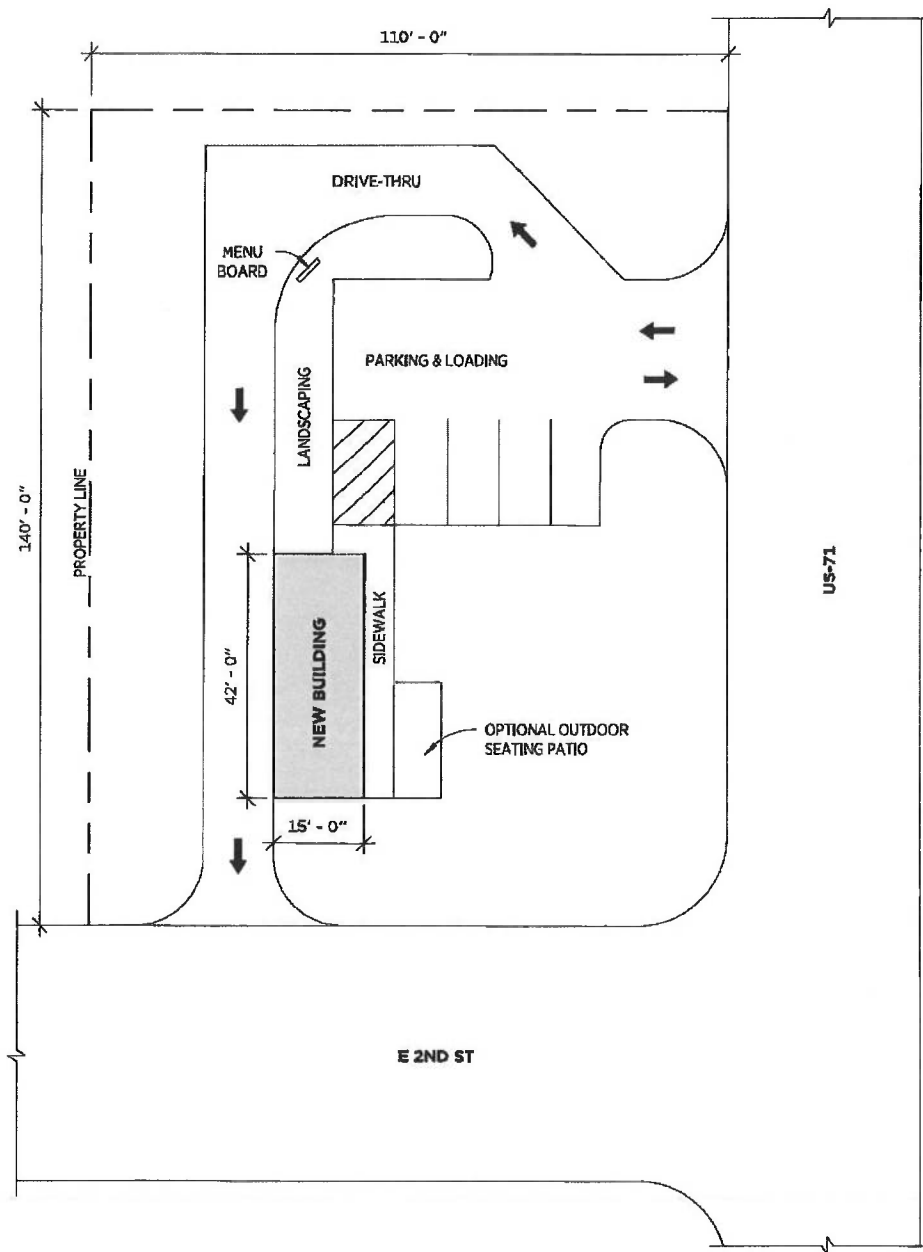
Toina D. Vickers, Managing Member

By 

Sharon Irwin, Mayor

By 

Lexi Bainbridge, City Clerk

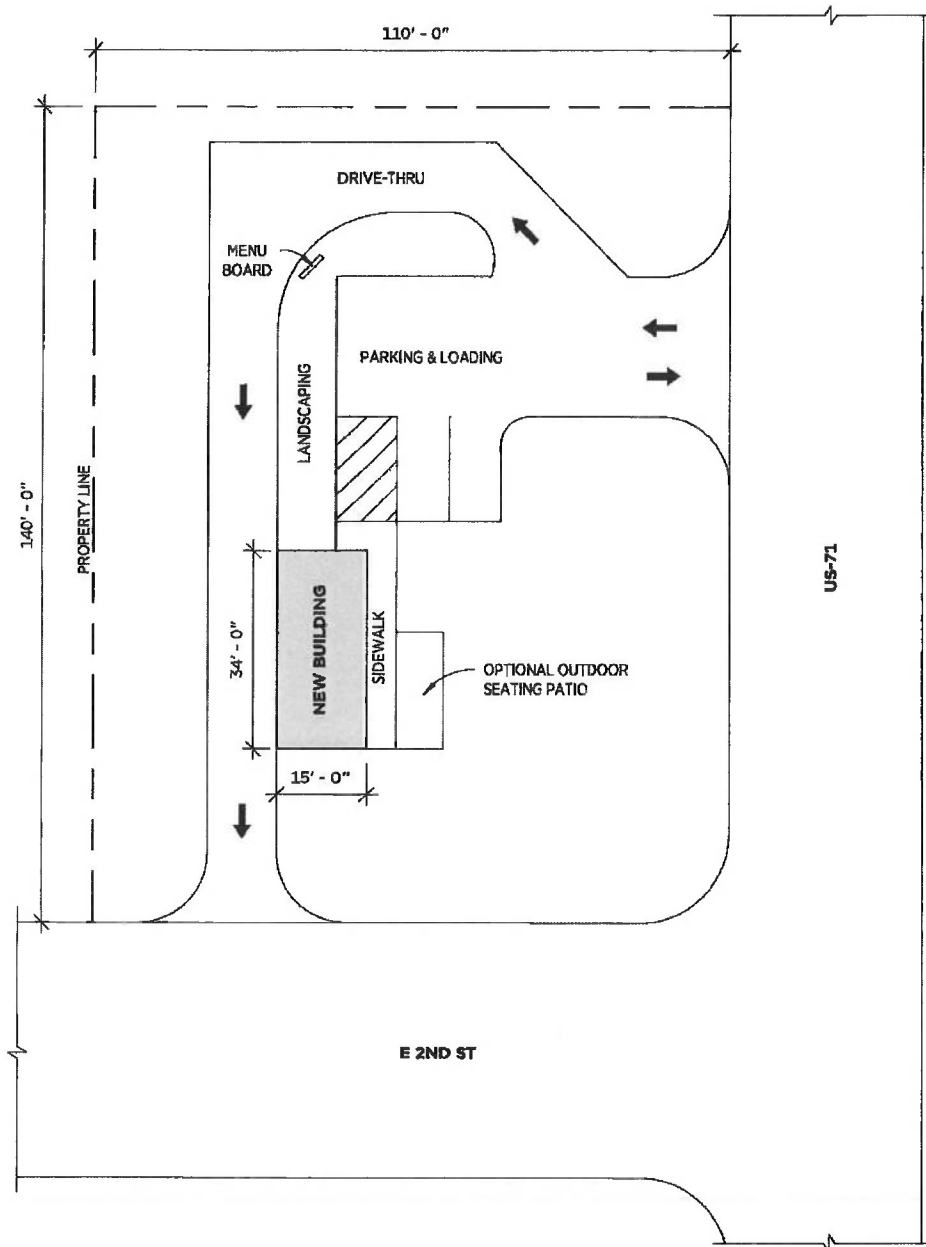


SITE PLAN - OPTION 1

SCALE: 1" = 20'-0"



**CROSSINGS COFFEE HOUSE
EARLY STORE
EARLY, IA**

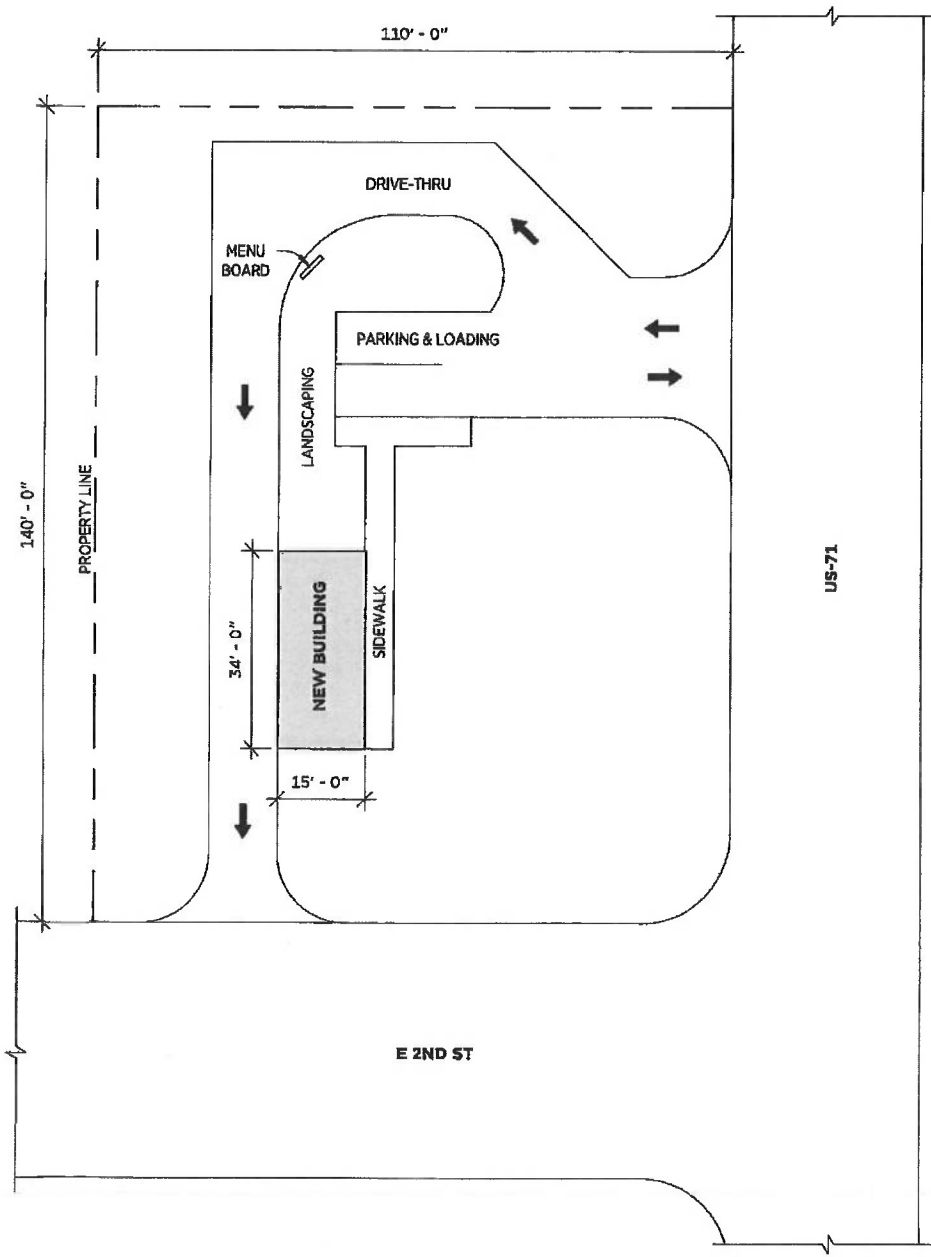


SITE PLAN - OPTION 2

SCALE: 1" = 20'-0"



**CROSSINGS COFFEE HOUSE
EARLY STORE
EARLY, IA**



SITE PLAN - OPTION 3

SCALE: 1" = 20'-0"



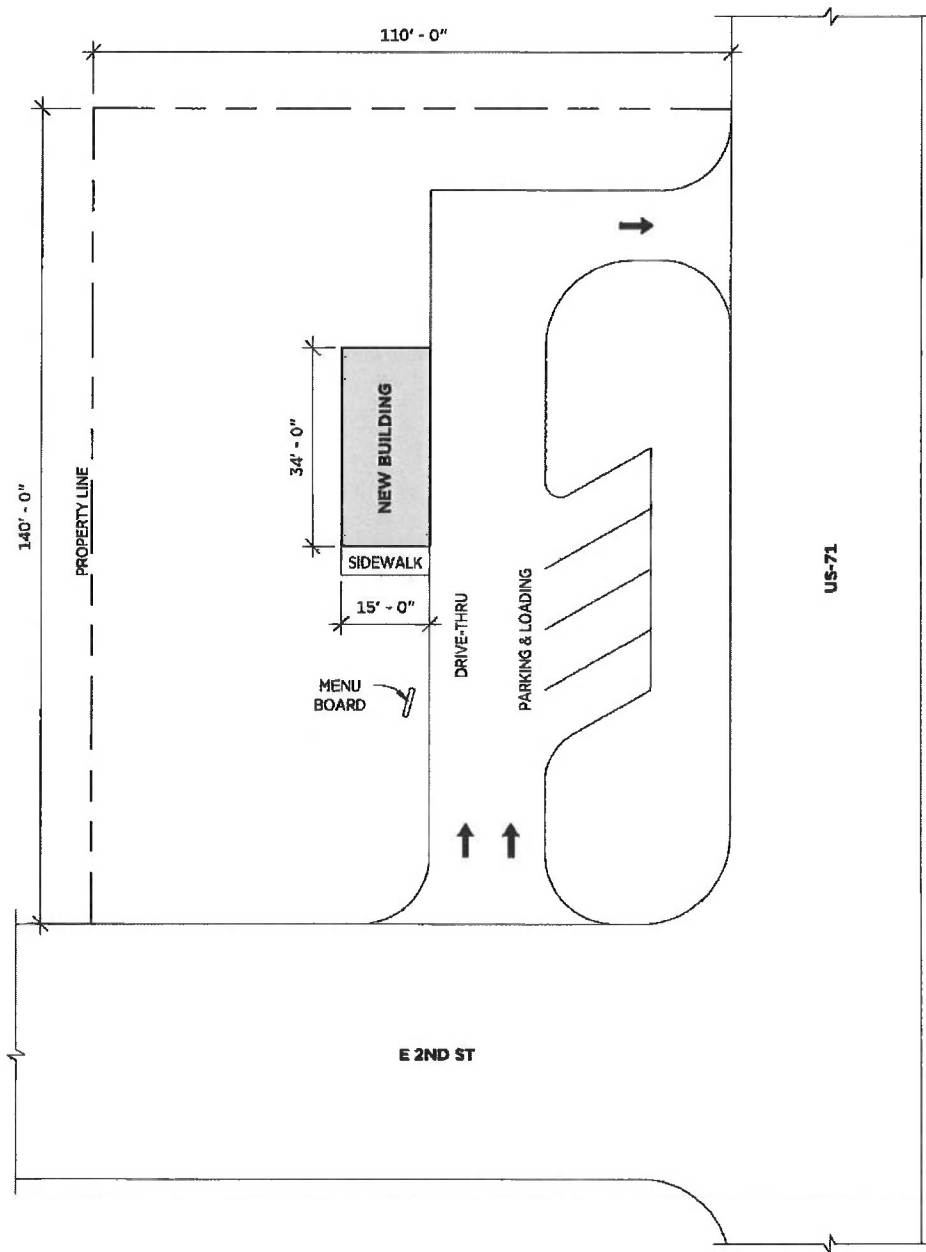
**CROSSINGS COFFEE HOUSE
EARLY STORE
EARLY, IA**



ATURA
architecture

02/17/21

2021-060



SITE PLAN - OPTION 4

SCALE: 1" = 20'-0"



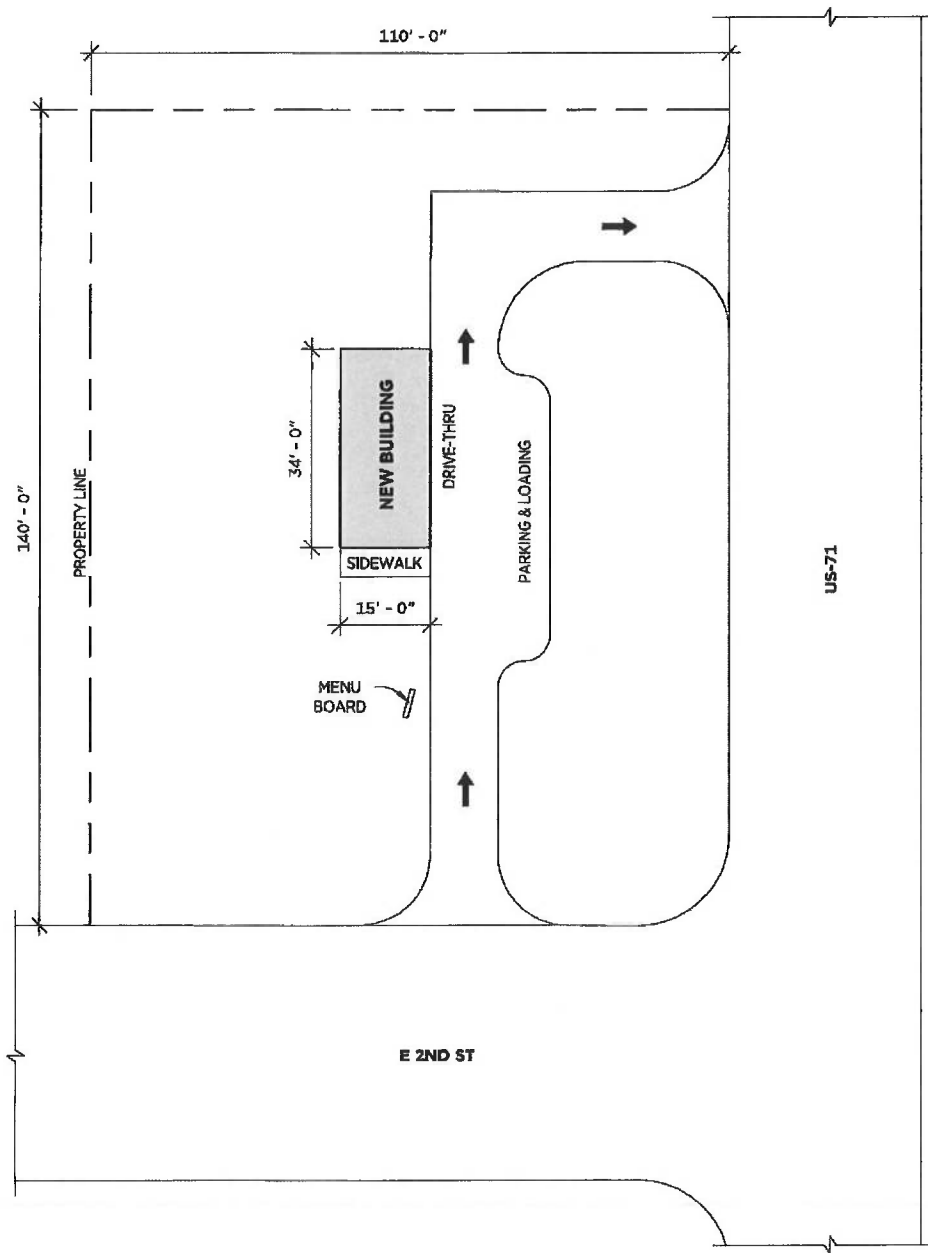
**CROSSINGS COFFEE HOUSE
EARLY STORE
EARLY, IA**



ATURA
architecture

02/17/21

2021-060



SITE PLAN - OPTION 5

SCALE: 1" = 20'-0"



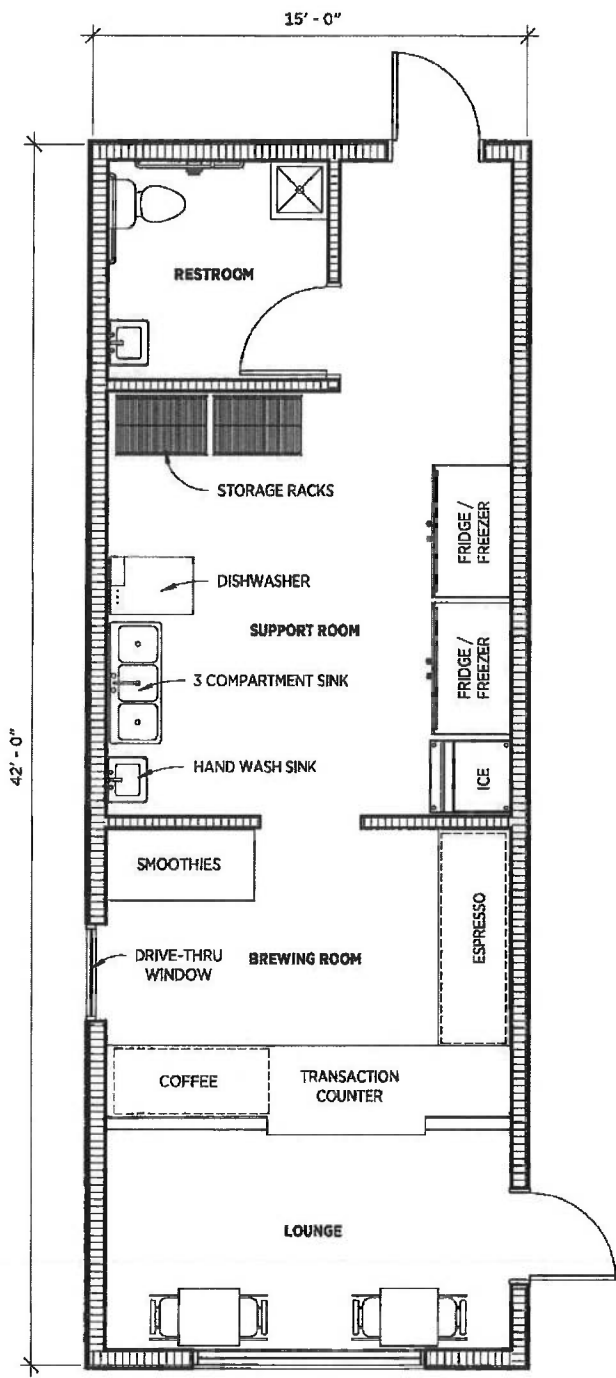
**CROSSINGS COFFEE HOUSE
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ATURA
architecture

02/17/21

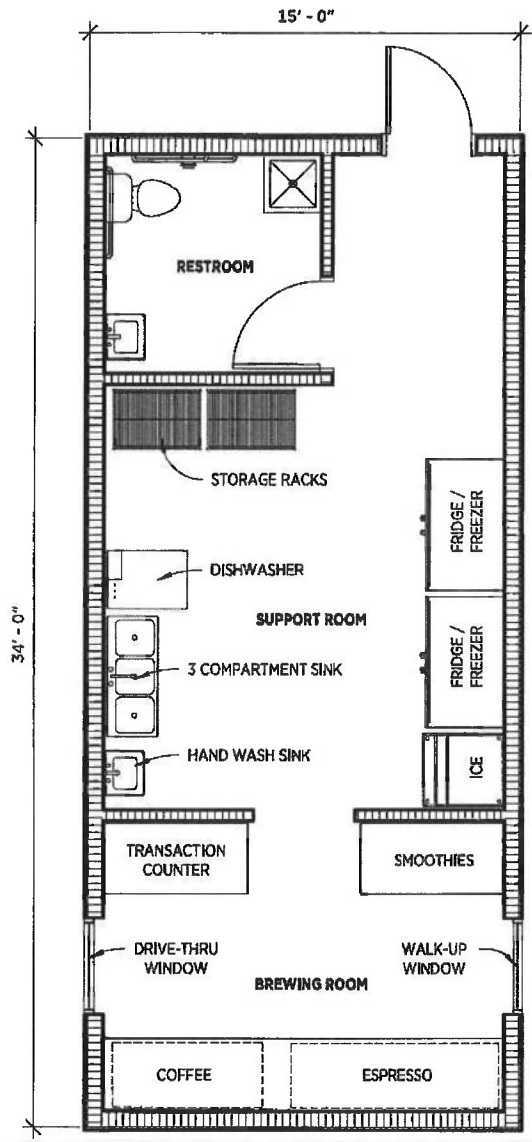
2021-060



FLOOR PLAN - LOUNGE OPTION

SCALE: 1/4" = 1'-0"

**CROSSINGS COFFEE HOUSE
EARLY STORE
EARLY, IA**



FLOOR PLAN - DRIVE-THRU OPTION

SCALE: 1/4" = 1'-0"

**CROSSINGS COFFEE HOUSE
EARLY STORE
EARLY, IA**