

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**WCEC INDUSTRIAL SERVICES, LLC
DEVELOPMENT AGREEMENT**

Whereas, the City of Ankeny, Iowa (hereinafter “City”), has been presented with a proposal for an Economic Development Project in which WCEC INDUSTRIAL SERVICES, LLC (hereinafter “Company”) will lease and occupy approximately seventy-two hundred (7,200) square feet of currently vacant space (hereinafter “Project”) in the building located at 802 SW Cherry Street (hereinafter “Property”); and

Whereas, the City Council of the City of Ankeny wishes to promote economic development and job creation through private commercial investment in the City; and

Whereas, the new office expansion being considered by WCEC Industrial Services, LLC will expand employment within the City of Ankeny, with the Company committing to the creation of 22 jobs (hereinafter “Qualifying Jobs”) paying between 120% - 160+% of the area’s median laborshed wage rate; and

Whereas, the Project is eligible for benefits in accordance with the Local Business Investment Policy adopted by the City by Resolution No. 2014-156 which benefits consist of incentives providing loans and grants (hereinafter “City Contribution”) to support targeted industry job creation; and

Whereas, the Company has provided evidence of certain start-up costs in excess of \$265,000; and

Whereas, the City has determined that the Project is consistent with the economic development objectives of the City and increased employment is in the best interest of the City. The City further finds that the use of City funds is in accord with the provisions of the applicable laws under which the Project will be undertaken, including, but not limited to *Iowa Code* Chapters 15A and 403; and

Whereas, the City has agreed to provide \$55,000 of the Company's start-up costs through a five (5) year loan with 50% repayable and 50% forgivable over the term of the loan.

Now, Therefore, the City and Company, in consideration of the promises and mutual obligations set forth in this Development Agreement (hereinafter "Agreement"), agree as follows:

Article I

1. The Company agrees to locate in and make improvements to the Property at its cost and in conformance with all the City of Ankeny's site, zoning, building and architectural regulations.

2. The Company agrees to create 22 full-time jobs and open an approximately seventy-two hundred (7,200) square foot office at 802 SW Cherry Street, located within the City of Ankeny's corporate limits. The term of the lease shall be no less than five (5) years.

3. The Company agrees to create 22 new full-time positions at the following wage rates within thirty-six (36) months of approval of this Agreement:

- 160% Laborshed wage rate - Eleven (11) positions at \$37.23+/hr.
- 120% Laborshed wage rate - Eleven (11) positions at \$27.92 - \$37.22/hr.

These positions are incented as part of this Agreement.

4. The Company acknowledges the City's payment of incentives associated with the Project is wholly contingent on the completion of Project and the issuance of a Certificate of Occupancy by the City of Ankeny for the Project.

5. Upon the Company's compliance with paragraphs 1 and 2 above within six months of this Agreement, the City shall grant to the Company a \$55,000 loan, of which \$27,500 is repayable and \$27,500 is forgivable, to assist with expenses associated with the improvements to the Property. The loan shall be evidenced by a Promissory Note in the form attached hereto as **Exhibit "A"**. The Promissory Note shall be executed prior to release of the funds.

6. A Security Agreement and a UCC-1 Financing Statement giving the City rights to certain items of the Company's personal property in the event of default on repayment, acceptable to both the City and Company, shall be executed by the Company and filed upon release of the funds.

7. The Company shall submit payroll records within thirty (30) days of approval of this Agreement and annually for the period ending December 31 for each calendar year during the term of the Promissory Note or until the City has notified the Company in writing that all job creation requirements have been met.

Article II

1. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

City: City of Ankeny
City Manager
410 W 1st Street
Ankeny, IA 50023

Company: WCEC Industrial Services, LLC
Attn: Michael Christensen
11265 91st Ave. North
Maple Grove, MN 55369

Notices shall be effective upon receipt or refusal. Company shall provide written notice upon the completion of relocation.

2. Each party shall have all remedies provided by law or equity to the same extent as if fully set forth herein word for word. No remedy available to any party shall exclude any other remedy available to such party under this Agreement or provided by law or equity. All remedies shall be cumulative.

3. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

4. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

5. The terms, covenants, conditions and agreements contained herein shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the Company.

6. This Agreement and the Exhibits which are or may in the future become a part of this Agreement supersede any prior Agreements between the parties concerning the Project, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. This Agreement shall not be amended or added to in any way except by written instruments executed by all parties or their respective successors in interest.

7. Each person executing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the corporation, limited liability company, or other

entity for which he or she is signing, and that his or her signature binds said entity to the terms and provisions of this Agreement.

8 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

9. This Agreement shall be interpreted and construed in accordance with the laws of the State of Iowa.

10. Notwithstanding any other provisions of this Agreement, the Company may (1) pledge any and/or all of its assets as security for any financing of the Project; and (2) assign its rights under this Agreement to a third party, provided such assignment shall not release the Company of its obligations hereunder, unless approved by the City. Upon receipt of notice of assignment and request from the Company, City agrees to make all payments directly to any assignee.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF ANKENY, IOWA

By: _____
Gary Lorenz, Mayor

I, Pamela DeMouth, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Development Agreement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the ____ day of September 2016 and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of September 2016.

City Clerk of the City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary Lorenz and Pamela DeMouth, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Gary Lorenz and Pamela DeMouth acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Stamp or Seal]

Notary Public in and for the State of Iowa

WCEC INDUSTRIAL SERVICES, LLC
a Minnesota limited liability company

By: _____
Michael Christensen, Director of Industrial Services

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of September, 2016, before me, a Notary Public in and for the said State, personally appeared Michael Christensen, to me personally known, who, being by me duly sworn, did say that that person is Director Industrial Services of said company; that said instrument was signed on behalf of the said company by authority of its Officers and the said Michael Christensen acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Notary Public in and for said State of Iowa