City of Manchester

DELAWARE COUNTY IOWA
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DEBORAH L. FENTON
DELAWARE CO. RECORDER
21.00

Prepared by James T. Peters, Attorney, 309 First Street E., Independence, Iowa 50644 (319) 334-999

**CONDITIONAL GRANT FOR THE**
**DELAWARE COUNTY RECREATION CENTER**

City of Manchester, Iowa, Grantor
Greater Delaware County Community Foundation - Recreation Center Committee, Grantee
Greater Delaware County Community Foundation - Garrett McGee Fund, Partial Guarantors

WHEREAS, the City Council of the City of Manchester, Iowa, has determined that construction and operation of a recreational facility for use by the general public is a need of the community; and

WHEREAS, the Greater Delaware County Community Foundation - Recreation Center Committee has received a commitment of $30,000 per year for a period of five (5) years commencing the 1st day of January, 2003, from the Greater Delaware County Community Foundation - Garrett McGee Fund for construction and/or maintenance of a recreation center located in Delaware County, Iowa; and

WHEREAS, the Greater Delaware County Community Foundation - Recreation Center Committee has agreed to assign the funds payable to it from the Greater Delaware County Community Foundation - Garrett McGee Fund to secure the terms of this conditional grant; and

WHEREAS, the Greater Delaware County Community Foundation - Recreation Center Committee has provided for the initial construction and financing of the recreation facility; and

WHEREAS, the City of Manchester, Iowa, has been requested to provide financial support to assist in the initial construction costs of the recreational facility; and

WHEREAS, the City of Manchester, Iowa, has determined that funds may be properly provided to the Greater Delaware County Community Foundation - Recreation Center Committee subject to a requirement that funds be used to ensure the operation of a recreational facility available for use by the citizens of the City of Manchester, Iowa, for a period of at least five (5) years from the date of the parties' execution of this agreement;

THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the City of Manchester, Iowa, Greater Delaware County Community Foundation - Recreation Center Committee and the Greater Delaware County Community Foundation - Garrett McGee Fund all covenant, promise and agree as follows:

1. That the City of Manchester, Iowa, hereby awards a conditional grant in the amount of

$50,000 to the Greater Delaware County Community Foundation - Recreation Center Committee subject to the terms and conditions set forth herein.

2. The City of Manchester, Iowa, shall provide a grant to the Greater Delaware County Community Foundation - Recreation Center in the amount of $50,000 for use in the completion of construction of a public recreational facility located in the City of Manchester, Iowa.

3. The grant of $50,000 is subject to a condition that the recreational facility located at 200 East Acers Street, Manchester, Iowa, be available for use by the general public or by the public entities for a minimum of 1,400 hours each calendar year beginning January 1, 2003, for a period of five (5) consecutive years ending December 31, 2007.

4. If, for any reason, the conditions set forth in Paragraph 2 above are not met for any calendar year, the grant of $50,000 shall be repaid to the City of Manchester, Iowa, by the Greater Delaware County Community Foundation as set forth below:

   a. If the conditions set forth in Paragraph 2 are not met in calendar year 2003, the sum of $50,000 shall be paid to the City by the Delaware County Community Foundation - Garrett McGee Fund, from funds which have been committed to the Greater Delaware County Community Foundation - Recreation Center Committee.

   b. If the conditions set forth in Paragraph 2 are not met in calendar year 2004, the sum of $40,000 shall be paid to the City by the Delaware County Community Foundation - Garrett McGee Fund, from funds which have been committed to the Greater Delaware County Community Foundation - Recreation Center Committee.

   c. If the conditions set forth in Paragraph 2 are not met in calendar year 2005, the sum of $30,000 shall be paid to the City by the Delaware County Community Foundation - Garrett McGee Fund, from funds which have been committed to the Greater Delaware County Community Foundation - Recreation Center Committee.

   d. If the conditions set forth in Paragraph 2 are not met in calendar year 2006, the sum of $20,000 shall be paid to the City by the Delaware County Community Foundation - Garrett McGee Fund, from funds which have been committed to the Greater Delaware County Community Foundation - Recreation Center Committee.

e. If the conditions set forth in Paragraph 2 are not met in calendar year 2007, the sum of $10,000 shall be paid to the City by the Delaware County Community Foundation - Garrett McGee Fund, from funds which have been committed to the Greater Delaware County Community Foundation - Recreation Center Committee.

5. The Greater Delaware County Community Foundation - Garrett McGee Fund and Recreation Center Committee each acknowledge that the foundation shall withhold from payments to the Delaware County Community Foundation - Recreation Center Committee or Delaware County, sufficient funds which are payable from the Garrett McGee Fund to ensure that funds are available to satisfy the obligations created herein.

6. In the event it becomes necessary for the City of Manchester, Iowa, to institute legal action to collect or enforce its rights under this agreement, Greater Delaware County Community Foundation - Recreation Center Committee agrees to pay reasonable attorney fees incurred by the City of Manchester, Iowa.

7. The Greater Delaware County Community Foundation - Recreation Center Committee shall, on at least a quarterly basis, provide to the City of Manchester, Iowa, records sufficient to establish the number of hours the facility was available for use by citizens of the City of Manchester, Iowa, and to the general public and other public entities.

CITY OF MANCHESTER, IOWA

BY: _____
Milt L. Kramer, Mayor

BY: _____
Erin Rempe, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this _____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Erin Rempe, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; 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 contained in Ordinance No. _____ passed by Resolution of the City Council under Roll Call No. _____of the City Council on the ____ day of _____, ____; and Milt L. Kramer and Erin Rempe 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 in and for said State.

JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. [illegible]

DELAWARE COUNTY, IOWA

BY: Shirley Helmrichs
Shirley Helmrichs, Chairperson

BY: Sharon McCrabb
Sharon McCrabb, County Auditor

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this Aug 20, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Shirley Helmrichs and Sharon McCrabb, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Delaware, Iowa, a municipal corporation; 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 Board of Supervisors, as contained in Ordinance No. _____ passed by Resolution of the Board of Supervisors under Roll Call No. _____ of the Board of Supervisors on the 19th/August 2002; and Shirley Helmrichs and Sharon McCrabb 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.

CAROLYN A. WILSON
Commission Number 167742
My Comm. Exp. 12-17-04

Carolyn A. Wilson
Notary Public in and for said State.

GREATER DELAWARE COUNTY FOUNDATION

BY: John E. Tyrrell
John E. Tyrrell, Chairperson

BY: Marie Steenlage
Marie Steenlage, Secretary

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this August 19, 2002, before me, the undersigned, a Notary Public in and for the said State, personally appeared John E. Tyrrell and Marie Steenlage to me personally known, who being by me duly sworn, did say that they are the Chairperson and Secretary, respectively, of the corporation executing the within and foregoing instrument, that the instrument was signed ~~and sealed~~ on behalf of the corporation by authority of its Board of Directors; and that John E. Tyrrell and Marie Steenlage as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for said State.

JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. [illegible]