

INFRASTRUCTURE COST SHARING AGREEMENT

This Infrastructure Cost Sharing Agreement is entered into between the City of Dyersville, Iowa (the “City”) and Kwik Trip, Inc. (the “Company”) as of _____, 2025 (the “Commencement Date”).

WHEREAS, the Company owns certain real property, which is situated in the City and is more specifically described on Exhibit A hereto (the “Property”), and the Company has undertaken the development of a new convenience store on the Property (the “Project”); and

WHEREAS, in order to support the development of the Project the City will undertake the installation of a traffic signal at the intersection of Highway 52 and 12th Avenue SE (the “Traffic Signal Project”) in the Urban Renewal Area; and

WHEREAS, the Company will pay for a portion of the costs of the Traffic Signal Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. City’s Obligations

1. Design and Construction of Traffic Signal Project. The City agrees to cause the construction of the Traffic Signal Project by _____, 2025. The Traffic Signal Project shall include the installation of a new traffic signal at the intersection of Highway 52 and 12th Avenue SE and any incidental street improvements undertaken in connection with the Traffic Signal Project. The current cost estimate for the Traffic Signal Project at the time of execution of this Agreement is \$_____ (the “Cost Estimate”), including costs associated with the planning and design of the Traffic Signal Project.

The City agrees to procure construction contracts for the Traffic Signal Project through the statutory process for public bid letting set forth in Chapter 26 of the Code of Iowa and otherwise in accordance with applicable law. In the event the bids received for the construction of the Traffic Signal Project exceed the Cost Estimate by more than five percent (5%), the City shall consult with the Company prior to awarding any contract and the City and the Company shall negotiate in good faith to reach a mutually acceptable arrangement to address the cost overrun. If the City and the Company are unable to negotiate any such arrangement, the City may, in its sole discretion, reject all bids and terminate plans to undertake the Traffic Signal Project.

2. Request for Payment of Costs of Infrastructure Project. Upon completion of the Traffic Signal Project, the City agrees to provide documentation (the “Costs Documentation”) to the Company detailing the costs (the “Traffic Signal Costs”) incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the Company, confirming that such Traffic Signal Costs detailed in such Costs Documentation were in fact incurred in the construction of the Traffic Signal Project and that such Traffic Signal Costs are of

an amount reasonably to have been expected with respect to such construction. The City will include a cover page in the form attached hereto as Exhibit B (a "Payment Request") with its submittal of the Costs Documentation.

For purposes of this Agreement, Traffic Signal Costs may include all costs incurred by the City related to land acquisition costs; designing and constructing the Traffic Signal Project including constructing any incidental street improvements related to the installation of the Traffic Signal Project; and other reasonably related costs of carrying out the Traffic Signal Project.

B. Company's Covenants

1. Payment of Costs of Traffic Signal Project. The Company agrees to pay a portion of the costs of the Traffic Signal Project in accordance with the terms and conditions of this Agreement. Upon receipt from the City of the Payment Request, as defined in Section A.2 of this Agreement, the Company agrees to remit payment to the City in the amount of Three Hundred Eighty-Five Thousand Dollars (\$385,000) within thirty (30) days of the date of the Payment Request.

C. Default Provisions.

1. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- a. Failure by the City to undertake the Traffic Signal Project pursuant to the terms and conditions of this Agreement.
- b. Failure by the Company to remit payment to the City under Section B.1 of this Agreement.
- c. Failure by the City or the Company to observe or perform any material covenant on its part, to be observed or performed hereunder.

2. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the non-defaulting party shall provide written notice to the defaulting party describing the cause of the default and the steps that must be taken by the defaulting party in order to cure the default. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to non-defaulting party that the default will be cured as soon as reasonably possible. If the defaulting party fails to cure the default or provide assurances, the non-defaulting party shall then have the right to pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

D. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the “Term”) of this Agreement shall commence on the Commencement Date and remain in effect until the earlier of (a) the completion of the Traffic Signal Project by the City and full payment of the Company’s obligations under this Agreement; or (b) termination of the Traffic Signal Project by the City in accordance with the provisions of this Agreement.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. Notices. A notice or other communication under this Agreement, by either the City or the Company to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a. In the case of the Company, is addressed to or delivered personally to Kwik Trip, Inc., Attn: _____.
- b. In the case of City, is addressed to or delivered personally to City Administrator, City Hall, 340 1st Avenue E, Dyersville, Iowa 52040.

The City or the Company may, upon written notice to the other, change the address to which such notices and demands are made.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF DYERSVILLE, IOWA

By: _____
Mayor

Attest:

City Clerk

KWIK TRIP, INC.

By: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property bearing Dubuque County Property Tax Parcel Identification Number 0732304003 more particularly described as Lots 1-5 Burkle's First Subdivision and Lot 2 of Lot 1 of Lot 1 of Lot 1 of Lot 2 of Lot 7 of the Southwest ¼ of Section 32, Township 89 North, Range 2 West of the 5th P.M. in the City of Dyersville, Dubuque County, Iowa.

EXHIBIT B
FORM OF COVER PAGE FOR TRAFFIC SIGNAL PROJECT COSTS
DOCUMENTATION

Date submitted: _____

Submitted by: _____

Contact information: _____

Index of Invoices/Statements Attached to substantive request:

Total Payment Requested by the City: \$385,000

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Traffic Signal Project.

CITY OF DYERSVILLE, IOWA

By: _____
City Administrator