

**CONTRACTOR AGREEMENT  
BUILDING RENOVATIONS  
PENNSYLVANIA HOUSE APARTMENTS PROJECT**

This agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Dyersville, Iowa, hereinafter called the "City," Tucktara, LLC, Peosta, Iowa, hereinafter called the "Contractor," and Penn House LLC Partners, hereinafter called the "Property Owners."

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant and agree as follows:

The Contractor hereby agrees to furnish all labor, materials, and equipment called for in the Request for Proposal in Appendix A and shall perform all work necessary by providing appropriate services as described in the specifications and accepted bid document in Appendix B. The bid documents and specifications are incorporated herein and made part of this contract.

The Contractor further agrees that they are fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the proper completion of this contract.

The said Contractor agrees further to begin work as explained in Appendix A and actual bid document for this work. The Contractor agrees that they will fully comply with all federal and state laws and regulations and local ordinances of the City. In the event of termination of the contract by the Contractor or by the City, the Contractor shall be entitled to receive payment only for work actually performed.

The Contract shall begin on the date of this contract and shall expire on June 14, 2024.

The Property Owners agree to pay Contractor all costs for the Pennsylvania House Apartments Project that are not reimbursed from Coronavirus State and Local Fiscal Recovery Funds Agreement in Appendix C.

The City agrees to pay the Contractor in the manner and in the amount provided in grant agreement in Appendix C.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
Jeff Jacque, Mayor

ATTEST: \_\_\_\_\_ DATE \_\_\_\_\_  
Tricia L. Maiers, City Clerk

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
Contractor

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
Property Owners



340 1st Avenue East, Dyersville, Iowa 52040 • Phone: 563-875-7724 • Fax: 563-875-8238

[www.cityofdyersville.com](http://www.cityofdyersville.com)

Appendix  
A

**REQUEST FOR PROPOSAL  
FOR  
BUILDING RENOVATIONS  
PENNSYLVANIA HOUSE APARTMENTS  
224 2<sup>ND</sup> AVENUE NE  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS  
FOR THE CITY OF DYERSVILLE, IOWA**

**Responses Due By:  
3:00 PM Friday, May 5, 2023  
City Administrator  
City of Dyersville  
340 1<sup>st</sup> Avenue East  
Dyersville, IA 52040  
563.875.7724  
[mmichel@cityofdyersville.com](mailto:mmichel@cityofdyersville.com)**

## 1. GENERAL INFORMATION

### 1.1 Purpose of this Request for Proposal

The City of Dyersville (City), through this Request for Proposal (RFP), is seeking a bid for building renovations at Pennsylvania House Apartments, 224 2<sup>nd</sup> Avenue NE, Dyersville. The Pennsylvania House has anchored downtown Dyersville as a historical fixture since the middle 1800s. It was THE hotel for railroad travelers at the edge of Dyersville. Located directly across the street from the old train depot, this colonial-inspired building was the second hotel to open in the city.

The hotel structure is unique to the entire region and its name must be due to the regal appeal, since the Pennsylvania Railroad did not reach north or west of Keokuk. This \$1.4 million upper story renovation will resurrect that glorious styling, with dozens of windows and at least 5,000 square feet of living space.

First floor commercial development is committed and underway for a combination casual and fine dining restaurant. The former hotel lobby lends itself to a gift and collectibles shoppe. With first floor progressing, upper story housing was always the vision.

Some roofing already had to be redone and clearly restructuring all utilities is a must. Bringing this mixed-use northern entryway structure back into service seems essential, with 10 apartments.

The former hotel access space will offer a common entry to both commercial and residential. Tenants will have additional common areas.

The upper stories of the main structure have been vacant for over 50 years. The previous property owner was trying to complete a patch work rehab that included code issues. The more recent addition has always been industrial storage.

The building, built-in-stages over 100 years ago, presents diverse structural elements that are a housing blessing and curse.

The proposed building renovations will be mixed in income and dimension. Units in the original hotel will be one large market-rate, loft-style unit and another medium-size, unique 3<sup>rd</sup> floor dormer unit.

The layout and open floorplan on the "newer" construction lends to more economical/smaller apartments. The open space in this former storage area gives flexibility to add walls and insulation. It also provides the opportunity to stack utilities to match uses on 1<sup>st</sup> floor.

The previous property owner has altered much of the room-space in the former hotel section, with non-weight-bearing walls, and cheap fixtures. The bathroom is spacious but poorly designed. The current property owner is rewiring due to code violations.

Below are the elements of the building renovation project:

- Roofing
- Complete HVAC, Electrical, and Plumbing Installation
- Introduction of non-weight bearing walls to form affordable units.
- Raising floors for utilities, insulation, noise, and fire suppression
- New windows, and doors installation
- Drywall, millwork, and trim
- Complete construction for 10 kitchens, and baths (cabinets, countertops, etc.)

This RFP is award a qualified construction contractor to renovate this project as provided in the floorplan designs. This RFP, and the floorplan designs outline the expectations for this project.

The intent of this RFP is to comply with the City and federal qualifications-based procurement requirements specified in 40 CFR 200.317-326. The City reserves the right to waive any informalities or technicalities and to reject any and all proposals or parts thereof deemed to be unsatisfactory or not in the city's best interest. Furthermore, the city or the property owner(s) reserve the right to cancel any order or contract for failure of the successful firm to comply with the terms, conditions, and specifications of this request and/or contract.

### **1.2 Type of Contract and Contract Term**

The City prefers to award a contract to one qualified construction contractor to implement this project. The contract will be consistent with the terms and conditions of Coronavirus State and Local Fiscal Recovery grant funds received by Iowa Economic Development Authority (IEDA), (Resolution 64-22) and the contract period will coincide with this grant period.

For implementation of any successful grants, it is assumed that the work will be specific and completed in accordance with the budget developed as part of the grant and subsequent work plan as approved by the city and/or IEDA.

### **1.3 Project Area**

The project limit are the buildings, and land located at 224 2<sup>nd</sup> Avenue NE, Dyersville Iowa.

### **1.4 Payment Procedures**

Payments will be made no more than monthly, for work specified and completed and in accordance with the budget developed and approved by the city and IEDA.

## **2. TECHNICAL SPECIFICATIONS**

### **2.1 Activities Funded Under this Request for Proposal**

This RFP is to solicit for a qualified construction contractor. The successful contractor is expected to perform many tasks including, but not limited to, the following:

- Roofing

- Complete HVAC, Electrical, and Plumbing Installation
- Introduction of non-weight bearing walls to form affordable units.
- Raising floors for utilities, insulation, noise, and fire suppression
- New windows, and doors installation
- Drywall, millwork, and trim
- Complete construction for 10 kitchens, and baths (cabinets, countertops, etc.)

## 2.2 Project Budget

The project budget grant is as follows:

Component	Total
Construction-Exterior Envelope	\$80,000.00
Construction-Windows/Doors	\$75,852.00
Construction-Roofing	\$45,000.00
Construction-HVAC	\$112,000.00
Construction-Plumbing	\$108,200.00
Construction-Electrical	\$175,000.00
Construction-Insulation	\$75,500.00
Construction-General Carpentry	\$195,000.00
Construction-Finishes (paint, carpet, fixtures, etc)	\$165,300.00
Site Preparation (staging, demo/clean-up, asbestos, etc)	\$55,000.00
Professional Services (architect, engineer, historic preservation consultant)	\$111,165.16
Fees and Permits	\$12,200.00
Other	\$22,400.00
Contingencies	\$123,818.42
<b>Total</b>	<b>\$1,356,435.58</b>

## 3. PROPOSAL REQUIREMENTS

### 3.1 General Expectations

Construction contractor must submit a lump sum proposal, Statement of Qualifications describing their capacity to perform, and manage projects, and their experience with similar projects. The proposal should include a clear outline of how the construction contractor will help the City implement the project for a successful completion to the project.

### 3.2 Proposals

Proposals should be prepared on standard size paper (8.5x11) and single sided pages. The proposal shall include information as included in Appendix A.

Construction contractor will be required to assume responsibility for all services offered in the proposal, including any service provided by subcontractors. Further, the city will consider the construction contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The construction contractor is responsible for adherence by the subcontractors to all provisions of the contract. If the construction contractor is using subcontractors, previous projects on which the two firms have worked together should be noted.

The construction contractor shall verify on the job site, all quantities, measurements, or dimensions, conditions, and verify the plans, or drawings prior to submitting the proposal. There will be no change orders based on mistaken quantity, county, measurements, or dimensions.

All discarded materials and construction debris shall be removed from the construction site in a timely manner. The job shall be left in a reasonably clean and safe condition daily. Before requesting final payment, the construction contractor must clean up and remove all rubbish and waste materials from the premises and leave the project "Broom Clean". All glass, woodwork, and hardware must be left reasonably clean (labels removed, paint removed, etc.).

All work shall be completed as per the product manufacturer's instructions or specifications and Standard Construction Trade Practices. Products specified are to be interpreted as a starting point for quality of materials and performance of work. Substitutions to specified products are welcomed. All substitutions must be approved by the City of Dyersville prior to proposal or usage.

The successful construction contractor shall be responsible for completion of each item as specified. If during the course of the work, the construction contractor uncovers unforeseen code violations or damage that wasn't apparent prior to the work, the contract price may be amended accordingly. All reasonable change order requests under these conditions will be considered. Final determination shall be made by the City of Dyersville or an Authorized Representative.

The City will review the proposals with the following criteria in mind: experience, project approach, familiarity with local communities, ability to complete the project, and cost. The city reserves the right to accept or reject any and all proposals on any basis it deems appropriate at its sole discretion.

### **3.4 Fees and Compensation**

Following the requirements of the Federal Brooks Act, price will not be a sole determining factor in selecting a firm. However, please provide a detailed fee structure for the firm and any subcontractors.. The lump sum fee shall be submitted in a separate sealed envelope separately (**labeled: Pennsylvania House Project Fees**) that will be analyzed after a recommendation of award for this project contract has been made. Quotation of fees shall remain firm for a period of at least 90 days from the RFP submission deadline.

Upon the successful completion of the RFP review process, City Administrator will make a recommendation to Dyersville City Council, awarding of a contract to the highest ranked firm. The city will then negotiate with the recommended firm a final scope of work and fee structure for the project.

### **3.5 Terms and Conditions**

The process of selecting a construction contractor for the city's benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made.

1. The City of Dyersville and property owner(s) reserves the right to reject any all proposals, portions thereof, and/or all submissions without stated cause. The city reserves the right to re-issue any RFP. The city the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party.
2. This RFP does not commit the City of Dyersville to award a contract, defray any cost incurred in the preparation of a response to this RFP, or contract for any services. All submitted responses to this RFP become the property of the city as public records. All submissions may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.
3. By accepting this RFP and/or submitting a response thereto, each responding party agrees for itself, its successor and assigns to hold City of Dyersville, and all of their various agents, commissioners, directors, consultants, attorneys, officers and employees harmless from and against any and all claims and demands of whatever nature or type, which any such responding company, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties or negotiating or executing an agreement incorporating the commitments of the selected responding party.
4. By submitting responses, each responding party acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFQ.
5. Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP. Submission of Responses to be considered, submissions must be received no later than Friday, May 5, 2023, at 3:00 PM CST. Questions about this RFP should be emailed to City Administrator at [mmichel@cityofdyersville.com](mailto:mmichel@cityofdyersville.com). Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City and property owner(s) may also elect to reject all proposals and the City may re-issue a new RFP. Clarification of proposals: The city reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within 2 business days.
6. The City is not bound to accept the proposal with the lowest cost but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interest of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

### 3.6 Selection Criteria

Selection of a construction contractor to complete the Project as mentioned previously will be in accordance with the State of Iowa Procurement Code and 2 CFR Part 200.318 General Procurement Standards. The City of Dyersville will review and score all Qualification Statements received by the deadline.

1. Demonstrate your experience working with the City of Dyersville. List relevant projects and describe how that experience will benefit the current project.
2. Outline your vendors, and subcontractors as outlined in Appendix A. Relate previous experience and qualifications discussed in other parts of the proposal to their role on the team.

Project Scoring:

Criteria	Points
General Contractor Experience	35
Project Approach	15
Familiarity with Local Communities	10
Ability to Complete Project	25
Subcontractor Experience	15
<b>Total</b>	<b>100</b>

### 3.7 RFP Time Schedule

Proposals are due and must be received in the city office on or before May 5, 2023 by 3:00 p.m. (CT) at the following address:

City Clerk  
City of Dyersville  
340 1<sup>st</sup> Avenue East  
Dyersville, Iowa 52040

Proposals will be reviewed following a qualifications-based selection process with the construction contractor's proposal being evaluated from a qualification standpoint. The City will then negotiate services in accordance with the City's grant agreement with the top qualified construction contractor based on the above the evaluation process.

If the City, for any reason, is unable to reach a final agreement with the finalist, the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal and so on until an agreement can be reached with the finalist.

Proposals are to be sealed in an envelope/box or emailed and labeled as:  
**Pennsylvania House Project– RFP.**

### 3.8 Notification of Award

The city plans to select the construction contractor on or before May 15, 2023.

### **3.9 Number of Proposals to Submit; Deadline, Mail, and Hand Delivery Addresses**

#### *In the case of mail or hand delivery:*

One (1) original copy of the proposal must be submitted by 3:00 p.m. CST on May 5, 2023.  
The mailing and hand delivery address is: 340 1<sup>st</sup> Avenue East, Dyersville, IA.

### **3.10 Late Proposals**

Proposals received after the deadline will not be considered.

## **4. VENDOR REQUIREMENTS**

### **4.1 Contracting with Disadvantaged Business Enterprises**

It is city's policy to award a fair share of contracts to disadvantaged business firms to federal grant projects. Accordingly, affirmative steps must be taken to ensure that disadvantaged businesses are utilized when possible as sources of supplies, equipment, and services. The city will ensure, to the fullest extent possible, that at least "fair share" objectives for prime contracts and subcontracts are made available to organizations owned or controlled socially and economically disadvantaged individuals, women, and historically black colleges and universities. The consultant shall agree to support the U.S. EDA's disadvantaged business enterprise contract procurement program ensuring those businesses' participation in subcontracts.

Affirmative steps include the following as a minimum:

1. Including qualified disadvantaged businesses on solicitation lists;
2. Ensuring that disadvantaged businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit disadvantaged business participation;
4. Where the requirement permits, establishing delivery schedule which will encourage participation by disadvantaged businesses;
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration as required;
6. Consultants are encouraged to procure goods and services from disadvantaged businesses.

### **4.2 Equal Employment Opportunity**

The Proposer agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law or requested by the city, the Proposer shall furnish a written affirmative action plan.

### STATEMENT OF QUALIFICATIONS

INSTRUCTIONS: Please complete each item of this statement as accurately and to the best of your ability. The content of this statement will be considered confidential. The City, if not satisfied with the sufficiency of your responses, may revoke your placement on its list of prospective contractors, disregard the same, or require additional information. In addition, the City reserves the right to verify any or all of the information provided in this statement. Bids will not be considered unless the statement is completed and submitted with the bid.

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Is the above a:     Corporation     Partnership     Sole Proprietorship

Is the above:    Licensed?  Yes     No    Insured?  Yes     No    Bonded?  Yes     No

Date the above firm was incorporated or organized: \_\_\_\_\_

List all owners, officers, and partners involved in this firm:

NAME	TITLE/POSITION	HOME ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Briefly state the company's history (types of work completed, previous experience with historic buildings, work force size, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe in detail any instances where your firm has defaulted or failed to complete any work awarded under contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide the following information regarding your present insurance coverage:

AGENT/CARRIER NAME

ADDRESS

PHONE

- |                       |                              |                             |
|-----------------------|------------------------------|-----------------------------|
| Contractor Liability? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Property Damage?      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Bodily Injury?        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Automobile?           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Workers Compensation? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

List primary vendors or suppliers:

NAME

ADDRESS

PHONE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List your usual subcontractors:

NAME

ADDRESS

PHONE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List any other information you feel pertinent to this statement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

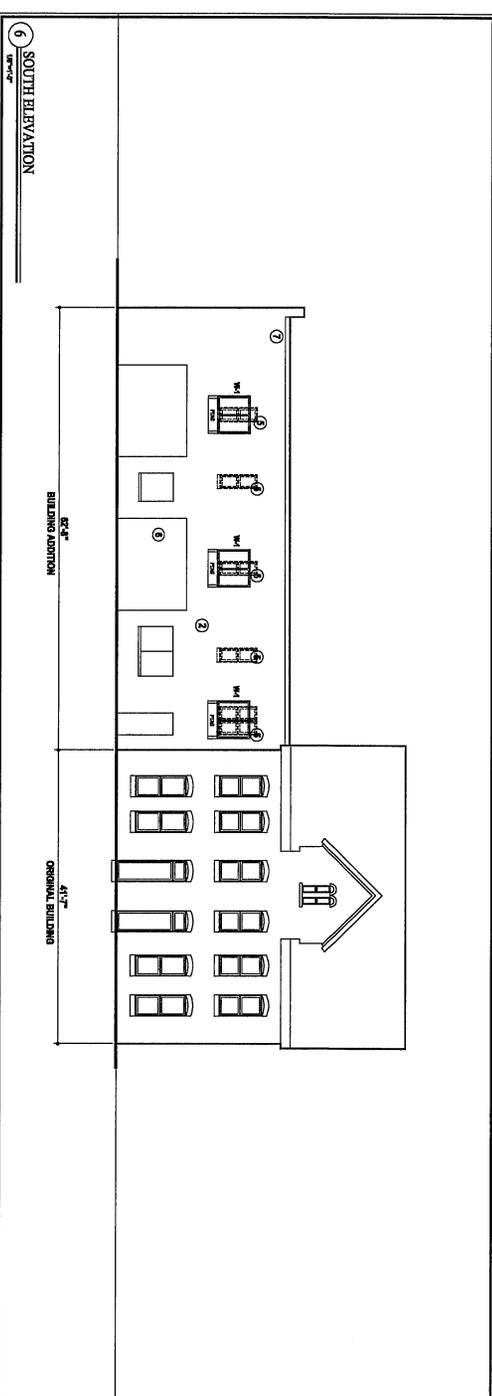
\_\_\_\_\_

**CERTIFICATION: I certify that the knowledge provided in the proceeding statement is true and correct to the best of my knowledge. I understand that the inclusion of false or misleading information in this statement may disqualify my firm from participating in the program.**

Firm Name: \_\_\_\_\_

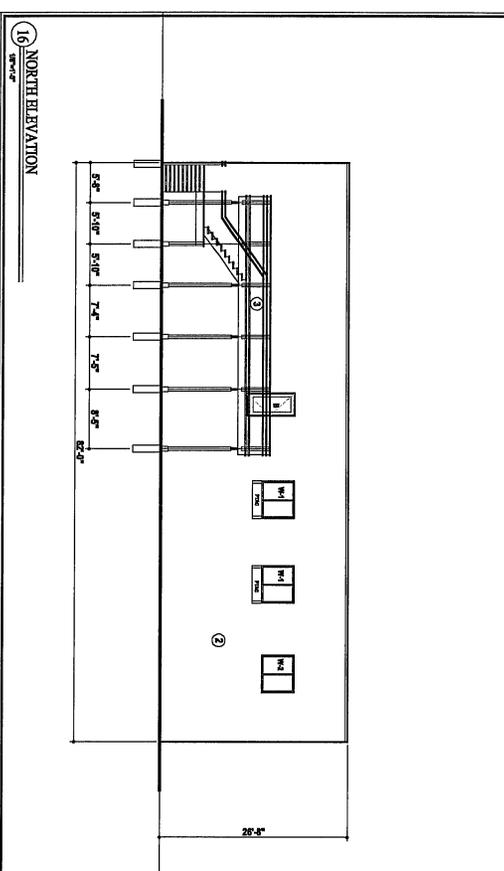
By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

6 SOUTH ELEVATION

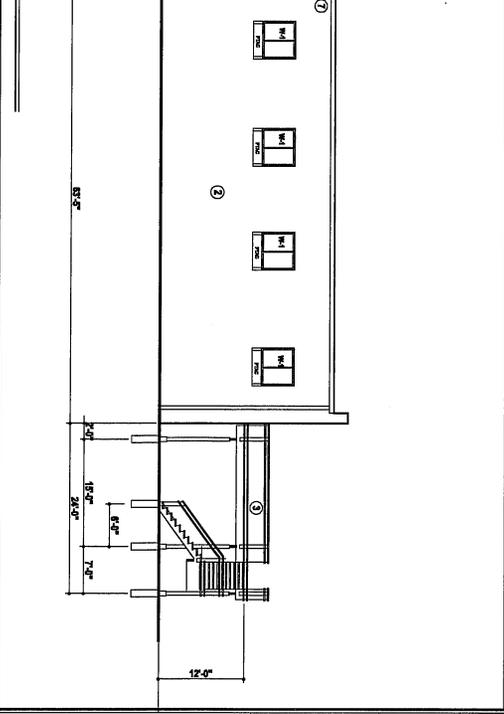


- EXTERIOR ELEVATIONS NOTES
- 1 ORIGINAL BUILDING EXTERIOR TO REMAIN
  - 2 NEW SIDING OVER BUILDING ADDITION
  - 3 NEW/REPAIR FRIGIDE CODE COMPLIANT WALLS
  - 4 VERIFY ALL DIMENSIONS
  - 5 WINDOWS TO BE DEMO'D AND WALL INFILLED
  - 6 EXIST DOORS TO REMAIN
  - 7 NEW GUTTER & DOWNSPOUTS

16 NORTH ELEVATION



18 WEST ELEVATION



PROJECT  
BUILDING  
RENOVATION

*Pennsylvania House*  
APARTMENTS  
224 2nd Ave NE Dyersville, Iowa

ULSTAD ARCHITECTS  
DUBUQUE, IOWA 52001  
563.599.8983  
Shawn@ulstadarchitects.com

NOTICE OF COPYRIGHT  
DRAWING OF THESE SHOWN IS THE PROPERTY OF ULSTAD ARCHITECTS. ALL RIGHTS ARE RESERVED. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ULSTAD ARCHITECTS. THIS DRAWING IS TO BE CONSIDERED AS A WORK OF ART.

DRAWN BY: SU  
CHECKED BY: USTAD  
DATE: MARCH 10, 2023  
REVISIONS:  
FILE: 2201 PENNSYLVANIA HOUSE

SCALE: 1/8" = 1'-0"

401



Tom Kelzer  
Gary Carner  
Tucktara LLC  
9565 Royal Wood DR  
Peosta, Iowa 52068

Appendix  
B

Scoring  
b/c 32  
PA 12  
f/LLC 10  
ACP 25  
Subseq 15  
94

It is the intent of our company, Tucktara LLC, to restore the unused 2<sup>nd</sup> floor and exterior of the building and provide upper floor housing that will meet the City's needs. We plan to begin work on the project immediately and completion will be attained with the shortest time possible. Many hours of review went into the plan set provided and this project is very similar to the many other restoration projects we have completed over the years. Our qualifications and experience have proven that we have an established reputation in the relevant field.

We have formed relationships with qualified subcontractors who will provide high quality workmanship. We have completed many projects with Brimeyer Electric, Helle Urethan and Roofing, RW Restoration, All Seasons Heating and Cooling and will continue our relationship with them for this project. Furthermore, the integrity and reliability of our company and its owners will ensure good faith performance.

Qualifications:

- 1659 Iowa St., Dubuque, IA- Completed 2022. Conversion of a 4 plex apartment complex into 4 row townhouses for single family ownership. Complete gut and rebuild.
- 120 E Pleasant, Maquoketa, IA - Rehabilitation of former feed mill into 4 apartments on 3<sup>rd</sup> and 4<sup>th</sup> floor and retail on main floor. Complete gut and rebuild. Completed 2022
- 4885 Asbury Rd, Dubuque, IA- Conversion of assisted living facility to 41 market rate senior housing apartments. Completed 2021
- 2222 Queen St, Dubuque, IA- Conversion of former Sacred Heart School into 28 senior living apartments. Completed 2019
- 1151 Washington, Dubuque, IA- New construction. Four story Town Place Suites by Marriott extended stay hotel. Completed 2018
- Other Apartment building remodel or rehabilitation projects:
  - 407-409 Loras St, Dubuque
  - 324-326 Locust St, Dubuque
  - 1576 Bluff St, Dubuque
  - 39 Bluff St, Dubuque
  - 1145 Locust St, Dubuque- Stout Ho
  - 1690 Elm St, Dubuque- Commercia



NorthlandSecurities.com  
Iowa Office 515-657-4675

We look forward to working with the city of Dyersville

Tom Kelzer

Gary Carn

PENN HOUSE  
BID

STATEMENT OF QUALIFICATIONS

INSTRUCTIONS: Please complete each item of this statement as accurately and to the best of your ability. The content of this statement will be considered confidential. The City, if not satisfied with the sufficiency of your responses, may revoke your placement on its list of prospective contractors, disregard the same, or require additional information. In addition, the City reserves the right to verify any or all of the information provided in this statement. Bids will not be considered unless the statement is completed and submitted with the bid.

Name of Firm TuckTara LLC  
Address 9565 Royal Wood Dr  
City Prosta State IA Zip 52068  
Phone \_\_\_\_\_ Cell 563-542-2898  
Email TKelzer@RiverRunRealtyDBA.com

Is the above a:  Corporation  Partnership  Sole Proprietorship

Is the above: Licensed?  Yes  No Insured?  Yes  No Bonded?  Yes  No

Date the above firm was incorporated or organized: 8-13-14

List all owners, officers, and partners involved in this firm:

NAME	TITLE/POSITION	HOME ADDRESS
<u>Tom Kelzer</u>	<u>member/manager</u>	<u>9565 Royal Wood Dr Prosta</u>
<u>Gary Carner</u>	<u>member/manager</u>	_____
_____	_____	_____
_____	_____	_____

Briefly state the company's history (types of work completed, previous experience with historic buildings, work force size, etc.):

See attached Letter  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe in detail any instances where your firm has defaulted or failed to complete any work awarded under contract:

none.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide the following information regarding your present insurance coverage:

AGENT/CARRIER NAME Columbia Insurance ADDRESS P.O. Box 801726  
Kansas City, MO 64180 PHONE 1-800-877-3579

Contractor Liability?  Yes  No  
Property Damage?  Yes  No  
Bodily Injury?  Yes  No  
Automobile?  Yes  No  
Workers Compensation?  Yes  No

List primary vendors or suppliers:

NAME	ADDRESS	PHONE
<u>Lowes</u>	<u>4100 Dodge St Dubaque</u>	<u>563-588-8008</u>
<u>Spahn &amp; Rose</u>	<u>1200 16<sup>th</sup> Ave SE Dyersville</u>	<u>563-875-7165</u>

List your usual subcontractors:

NAME	ADDRESS	PHONE
<u>Brimeyer Electric</u>	<u>9816 Royalwood Dr Peosta</u>	<u>563-590-2506</u>
<u>Helle Urethane Insulation</u>	<u>1425 Candle Rd. Manchester</u>	<u>563-920-7864</u>
<u>RW Restoration</u>	<u>375 Menominee East Dub</u>	<u>563-543-4887</u>
<u>All Seasons Heating &amp; Cooling</u>	<u>798 Cedar Cross Dub</u>	<u>563-582-8884</u>

List any other information you feel pertinent to this statement:

See Attached Letter

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**CERTIFICATION:** I certify that the knowledge provided in the proceeding statement is true and correct to the best of my knowledge. I understand that the inclusion of false or misleading information in this statement may disqualify my firm from participating in the program.

Firm Name: Tucktara LLC

By: Tom Kelsa Title: member/manager Date: 5-4-2023

# Tucktara LLC

Construction Services  
9565 Royal Wood Dr  
Peosta, IA 52068

Lump sum Proposal For Plan set Dated March 10th, 2023  
Penn House LLC  
Brunkan Equipment Building  
224 2nd Ave NE  
Dyersville, IA 52040

5/4/2023

ITEM #1	Construction - Exterior Envelope		\$78,352.00
ITEM #2	Construction - Windows/Doors		\$75,852.00
ITEM #3	Construction - Roofing		\$42,735.00
ITEM #4	Construction - HVAC		\$99,340.00
ITEM #5	Construction - Plumbing		\$108,525.00
ITEM #6	Construction - Electrical		\$176,500.00
ITEM #7	Construction - Insulation		\$74,500.00
ITEM #8	Construction - General Carpentry		\$194,700.00
ITEM #9	Construction - Finishes (paint, carpet, fixtures,cabinets etc.)		\$165,300.00
ITEM #10	Site Preparation (staging, demo/clean-up, gypcrete etc.)		\$65,250.00
ITEM #11	Professional Services (architect, engineer, Attorney, CM)		\$99,760.00
ITEM #12	Fees & Permits (mortar test, bldg permit, Insurance etc.)		\$12,200.00
ITEM #14	Other		\$22,400.00
ITEM #15	Contingencies	8%	<u>\$97,233.12</u>
		<b>TOTAL</b>	<b>\$1,312,647.12</b>

Appendix  
C

RESOLUTION NO. 64-22

Approving Agreement for a Grant Agreement  
between the Iowa Economic Development Authority  
and  
City of Dyersville

WHEREAS, an agreement between the Iowa Economic Development Authority has been prepared (IEDA Agreement No. 22-ARPDH-019); and,

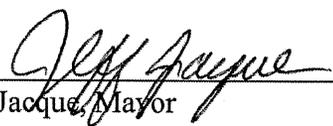
WHEREAS, this City Council has reviewed and considered the Agreement Coronavirus State and Local Fiscal Recovery Funds; and,

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Dyersville, Iowa, as follows:

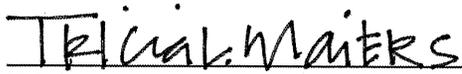
Section 1. IEDA Agreement No. 22-ARPDH-019 is hereby approved and the Mayor is hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advise of legal counsel and Mayor, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and Approved July 5, 2022.

  
\_\_\_\_\_  
Jeff Jacque, Mayor

Attest:

  
\_\_\_\_\_  
Tricia L. Maiers, City Clerk

**GRANT AGREEMENT BETWEEN  
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY  
AND  
CITY OF DYERSVILLE**

AWARD NO.: 22-ARPDH-019  
AWARD AMOUNT: \$600,000  
TERM OF AGREEMENT: June 14, 2022 – June 14, 2024

THIS Grant Agreement ("Grant Agreement") is between Iowa Economic Development Authority ("Authority") and "City of Dyersville" ("Subrecipient").

**AWARD IDENTIFICATION**

SUBRECIPIENT NAME: City of Dyersville  
SUBRECIPIENT LEGAL ENTITY NAME: City of Dyersville  
SUBRECIPIENT ADDRESS: 340 1st Avenue East  
CITY, STATE, ZIP: Dyersville, Iowa 52040  
SUBRECIPIENT UEI NUMBER: KLB5JGHB7MES  
FEDERAL AWARD IDENTIFICATION NUMBER: SLFRP4374  
FEDERAL AWARD DATE: July 9, 2021  
GRANT PERFORMANCE START DATE: June 14, 2022  
GRANT PERFORMANCE END DATE: September 30, 2026  
AMOUNT OF FEDERAL FUNDS OBLIGATED: \$600,000  
FEDERAL GRANT PROJECT DESCRIPTION: Coronavirus State and Local Fiscal Recovery Funds  
NAME OF FEDERAL AWARDDING AGENCY: US Department of Treasury  
NAME OF PASS-THROUGH ENTITY: Iowa Economic Development Authority  
ADDRESS OF PASS-THROUGH ENTITY: 1963 Bell Avenue, Ste 200, Des Moines, IA 50315  
AUTHORITY CONTACT INFORMATION: Nick Sorensen, 515.348.6182  
ASISTANCE LISTING NUMBER: 21.027 – Coronavirus State and Local Fiscal Recovery Funds  
FEDERAL AWARD AMOUNT AVAILABLE: \$20,000,000.00  
IS THIS AWARD R & D: No

**ARTICLE 1 - FUNDING**

**1.1 FUNDING SOURCE**

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("the Act"), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF").

**1.2 MAXIMUM PAYMENTS**

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

### **1.3 FAILURE TO RECEIVE GRANT FUNDS**

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

## **ARTICLE 2 - USE OF FUNDS**

### **2.1 GENERAL**

The Subrecipient has applied for and was awarded a Downtown Housing Grant for a project located at 224 2nd Ave NE, Dyersville, Iowa 52040 (the "Project"). The Downtown Housing Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

### **2.2 BUDGET**

Changes from the approved budget detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

## **ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

### **3.1 GRANT AGREEMENT EXECUTED**

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

### **3.2 DOCUMENTATION REQUIRED FOR PAYMENT**

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority through IowaGrants.Gov. The Subrecipient shall submit the first draw request when it has expended Sixty Percent (60%) of the Sub-Grant amount and the required 25% minimum match requirement. The Subrecipient shall submit the final draw request for Forty Percent (40%) of the Sub-Grant amount upon substantial completion of project as determined by IEDA and the remaining match indicated in Exhibit A. The following shall accompany all draw requests:

- 3.2.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.2.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.2.3 Documentation that the Project has a developer loan, developer cash contribution, or deferred developer fee that totals at least 25% of the award amount developer fee.
- 3.2.4 The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to the following:
  - 3.2.4.1 Copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls. Documentation must be organized in the same order as the itemized listing of expenditures.
  - 3.2.4.2 Data completion or similar reports generated from the approved HMIS or DVIMS system.
  - 3.2.4.3 Development Agreement between City of Dyersville and Project Developer

### **3.3 DEADLINE FOR FINAL DRAW REQUEST**

The Subrecipient shall submit draw requests, complete the construction free of liens, and have closed the permanent financing by no later than the final reimbursement deadline, **September 30, 2025**. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. IEDA is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2025.

### **3.4 IOWAGRANTS.GOV.**

"IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at [www.IowaGrants.gov](http://www.IowaGrants.gov). The IEDA reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

## **ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT**

The Subrecipient represents, covenants, and warrants that:

#### **4.1 AUTHORITY**

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

#### **4.2 USE OF FUNDS**

The Subrecipient will use the Grant Funds to construct and equip the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

#### **4.3 FINANCIAL INFORMATION**

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

#### **4.4 APPLICATION**

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

#### **4.5 CLAIMS AND PROCEEDINGS**

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

#### **4.6 PRIOR AGREEMENTS**

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

#### **4.7 TERM OF AGREEMENT**

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

### **ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT**

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

#### **5.1 WORK AND SERVICES**

The Subrecipient shall perform work and services as described in Exhibit A.

#### **5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS**

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

#### **5.3 REPORTING**

**5.3.1 Quarterly Reporting.** The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10<sup>th</sup> day of January, April, July, and October or as otherwise directed by IFA. Reporting shall include, but shall not be limited to, photographs documenting progress toward project completion, collection of Key Performance Indicators, and narrative descriptions of project impact.

**5.3.2 Public Disclosure.** The Subrecipient acknowledges that any information reported may be subject to public disclosure.

#### **5.4 RECORDS**

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or

December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

#### **5.5 ACCESS TO RECORDS/INSPECTIONS**

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

#### **5.6 USE OF GRANT FUNDS/TIMEFRAMES**

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2. Project construction shall commence no later than 6 months after award date.

5.6.3. The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, **costs incurred prior to March 3, 2021 and after December 31, 2024 are not eligible uses of these funds.** The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

#### **5.7 NOTICE OF PROCEEDINGS**

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

#### **5.8 NOTICES TO THE AUTHORITY**

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

## 5.9 CONFLICT OF INTEREST

- 5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.
- 5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:
- 5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- 5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

## 5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

## 5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.

- 5.11.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

## 5.15 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* The Subrecipient will implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.

- 5.15.2 *Involvement of Homeless Individuals.* To the maximum extent possible, the Subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted, in providing services assisted, and in providing services for occupants of facilities assisted.
- 5.15.3 *Participation in Fair Housing Practices.* The Subrecipient will follow fair housing practices that conform to Iowa Code 216.8, Unfair or Discriminatory Practices – Housing.
- 5.15.4 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.

- 5.15.5 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

#### **5.16 DOCUMENTATION AND SIGNAGE.**

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

### **ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT**

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

### **ARTICLE 7 – DEFAULT AND REMEDIES**

#### **7.1 EVENTS OF DEFAULT**

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

## **7.2 NOTICE OF DEFAULT**

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

## **7.3 REMEDIES UPON DEFAULT**

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

## **ARTICLE 8 – GENERAL PROVISIONS**

### **8.1 AMENDMENT**

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.19.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.19.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

### **8.20 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD**

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A "Single Audit Not Required" form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

### **8.3 UNALLOWABLE COSTS**

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

### **8.4 SUSPENSION**

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

### **8.5 TERMINATION**

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

## **8.6 PROCEDURES UPON TERMINATION**

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

## **8.7 ENFORCEMENT EXPENSES**

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

## **8.8 INDEMNIFICATION**

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.1 BINDING EFFECT**

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

## **9.2 SURVIVAL OF GRANT AGREEMENT**

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

## **9.3 GOVERNING LAW**

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

## **9.4 WAIVERS**

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

## **9.5 LIMITATION**

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

## **9.6 HEADINGS**

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

## **9.7 INTEGRATION**

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

## **9.8 COUNTERPARTS**

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

## **9.9 DOCUMENTATION**

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

## **9.10 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

## **9.11 ORDER OF PRIORITY**

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit A – The Application

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

**SUBRECIPIENT: CITY OF DYERSVILLE**

BY:   
Authorized Signature (Mayor)

JEFF JACQUE  
Print Name (Mayor)

DATE: 07.05.2022

**IOWA ECONOMIC DEVELOPMENT AUTHORITY**

BY:   
Deborah V. Durham, Executive Director

DATE: 07/07/2022

**EXHIBIT A**

**Subrecipient's Downtown Housing Grant Application**  
**(In Subrecipient's IowaGrants.gov Account)**

## **EXHIBIT B**

### **U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS**

#### **1. Use of Funds.**

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

#### **4. Maintenance of and Access to Records**

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

#### **7. Compliance with Applicable Law and Regulations**

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

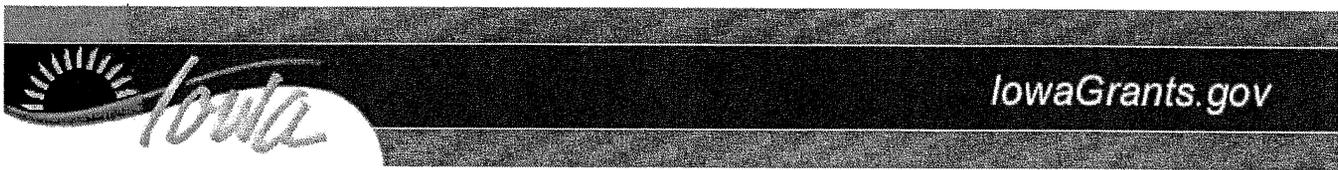
- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]



Application

423350 - Downtown Housing Grant - Final Application

445537 - Dyersville
Downtown Resource Center

Status: Awarded

Submitted Date: 01/31/2022 6:36 PM

Submitted By: Jacque Rahe

Applicant Information

Primary Contact:

AnA User Id JACQUE.RAHE@IOWAID

First Name\* Jacque First Name Middle Name Rahe Last Name

Title: Executive Director

Email:\* jrahe@dyersville.com

Address:\* 1100 16th Ave Ct SE

City\* Dyersville City Iowa State/Province 52040 Postal Code/Zip

Phone:\* 563-875-2311 Phone Ext.

Program Area of Interest\* Economic Development

Fax:

Agency

Organization Information

Organization Name:\* Dyersville Industries, Inc

Organization Type:\* Other

DUNS:

Unique Entity Identifier (UEI)

Organization Website: www.dyersville.org

Address:

City Iowa State/Province Postal Code/Zip

Phone: 563-875-2311 Ext.

Fax:

Benefactor

Vendor Number

## Applicant Information

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The applicant information MUST be the mayor or elected official.

City (Applicant)	City of Dyersville		
Primary Contact	Mr.	Jeff	Jacque
	Salutation	First Name	Last Name
Address	340 1st Avenue East		
City/State/Zip	Dyersville	Iowa	52040
	City	State	Zip Code
Phone/E-mail	563-875-7724	jjacque@cityofdyersville.com	
	Phone	E-mail	

2CFR Chapter I Part 25 requires applicants to maintain an active SAM registration. Don't have a UEI (Unique Entity Identifier)? Visit [www.SAM.gov](http://www.SAM.gov) for more information.

KLB5JGHB7MES  
UEI (Unique Entity Identifier)

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Congressional District(s) Involved or Affected by this Proposal	1st - Rep. Ashley Hinson Congressional Map
Iowa Senate District(s) Involved or Affected by this Proposal	29 District Map
Iowa House District(s) Involved or Affected by this Proposal	57 District Map

## Housing Project Information

The criteria listed in the Grant Scoring Criteria document are a general overview of the scoring criteria used to evaluate applications for the grant program. The criteria are not all inclusive, but rather a general set of questions that can provide a more clear direction to the applicants.

Required attachments are not scored individually. However, they do provide additional, critical information to help answer individual questions in the application. For instance, photos will help clarify the existing condition of the building as well as its architectural character and significance. Plans, renderings and cost estimates are vital in helping to clarify the scope of the work to be performed.

The Budget Form is part of the grant application and MUST be completed. Additional pro forma or other financial analyses can be included in the financial commitments attachment but will NOT be considered as a substitute for the required budget form.

The scoring guidelines can be downloaded from the application information section in IowaGrants.

---

Project Address	224 Second Avenue NE		
	Dyersville	Iowa	52040
	City	State	Zip Code
Census Tract	20220 19 061 0103.00		

## Project Appropriateness

Description of the complete project	Dyersville has the opportunity to return a building, not completely occupied in over 50 years, to full service.
-------------------------------------	---

**scope of work:  
(2,000 characters  
maximum)**

The Pennsylvania House has anchored downtown Dyersville as a historical fixture since the middle 1800s. It was THE hotel for railroad travelers at the edge of Dyersville. Located directly across the street from the old train depot, this colonial-inspired building was the second hotel to open in the city.

The hotel portion of the structure is very unique to the entire region and its name must be due to the regal appeal, since the Pennsylvania Railroad did not reach north or west of Keokuk. This \$1.4 million upper story renovation, including \$100,000 in City TIF, will resurrect that glorious styling, with dozens of windows and at least 5,000 sq. ft. of living space.

First floor commercial development is committed and underway for a combination casual and fine dining restaurant, with separate "rooms" for each. The former hotel lobby lends itself to a gift and collectibles shoppe. With first floor progressing, upper story housing was always the vision - Now, the "stars" and financing opportunities/incentives seem to have aligned to push this needed residential space forward!

Some roofing already had to be redone and clearly restructuring all utilities is a must. Bringing this mixed-use northern entryway structure back into service seems essential, with 10 or 11 apartments.

The former hotel access space will offer a common entry to both commercial and residential. Tenants will have additional common areas (next section).

While much of downtown Dyersville has the Italianate architectural appeal of many local downtowns, this particular structure obviously has a grander style from the 1850s and was meant to be the welcoming statement for the community.

To add to this communal effort, the City is partnering in this area, which had deteriorating sidewalks and lighting. They will construct new streetlamps and broad sidewalks/public right of way to the effort.

The Downtown Housing Grant funds can be attributed to all housing related expenses even though the project may include elements of commercial improvement. Use this space to clearly describe the total project scope of the proposed project including housing, commercial, and exterior improvements. Include project planning that has already occurred and a description of each major component of the project.

**Description of the  
housing elements of  
the project:  
(2,000 characters  
maximum)**

Upper stories of the main structure have been vacant the 50 years. A recent owner was trying to complete a patch work rehab that included code issues. The more recent addition has always been industrial storage.

The building, built-in-stages over 100 years ago, presents diverse structural elements that are a housing blessing and curse.

These apartments will be "mixed" in income and dimension. Units in the original hotel will be one large market-rate, loft-style unit and another medium-size, unique 3rd floor dormer unit.

The distinctive layout and open floorplan on the "newer" construction lends to more economical/smaller apartments. The open space in this former storage area gives flexibility to add walls and insulation. It also provides the opportunity to stack utilities to match uses on 1st floor. But these logistically "easier" adds come at a significant cost.

Part of the unique design of the historic, guesthouse space no longer lends itself to apartments. It is obvious space for a shared exercise and laundry area, amenities for all tenants.

The most recent owner was in mechanics. He altered and "cobbled-up" much of the room-space in the former hotel section, with non-weight-bearing walls and cheap fixtures. The bathroom is spacious but poorly designed. The current developer turned off all electricity and is rewiring, due to code violations. In summary: All infrastructure has to be completely reworked.

Here are the elements of the housing construction project:

- Roofing
- Complete HVAC, Electrical and Plumbing Installation (stacked)
- Introduction of non-weight-bearing walls to form affordable units
- Raised floors for utilities, insulation, noise & fire separation
- New windows and doors installation throughout
- Drywall, millwork & trim
- Complete construction for 10/11 kitchens and baths (cabinets, countertops, etc.)

Modern technology also provides the developer with the ability to better shield tenants from the railroad noise and 1st floor activity.

Clearly describe the elements of the project that are directly related to the housing portion of the project. Describe number of units, design considerations, and how the project will use appropriate rehabilitation and design practices and techniques. Describe residential amenities (laundry, high speed internet, etc.) that will be included in each unit or project. Describe green/sustainable elements that will increase the energy efficiency of the project.

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## Project Impact

**Description of the project's impact on the community/downtown district:**  
(2,000 characters maximum)

Dyersville is emerging as an even larger tourist community than its toy-related history has provided. With expanded appeal to the Field of Dreams, the eminent expansion for river amenities (float park, etc.), micro-breweries and historic attractions, the community is positioned for significant growth, and this project will provide a new residential niche not currently available.

The key attraction will obviously be the location in a medium-size Iowa community with emerging downtown amenities. New consumers who enjoy the services, retail and entertainment offerings, all within walking distance, will live in this space. Housing, yes, but the eclectic flavor of this small Iowa borough will be prominent with this rediscovered development. This project has the ability to kick-start the stifled old mill project anchoring the other end of downtown, both proving that large mixed-use buildings are realistic options for a medium to small sized Iowa municipality.

The Pennsylvania House will be the benchmark to demonstrate the "greenest" building project is the reuse of an existing structure and use all of its usable square-footage. As one of the largest historic complexes in Dyersville, this revitalization will make a statement and that statement will include mixed-use, mixed-income developments are highly desirable and this rehabilitation will make it clear: Dyersville is ready for impactful growth, while respecting its historical past, as we approach the 2nd quarter of the 21st century.

The Dyersville Downtown Plan states: By restoring productive use to these (existing upper floor) spaces - most commonly as housing, it is possible to bring additional life and economic viability back to downtown.

Thus we introduce a large prototype for upper stories that are alive with residential homes that will:

- Create more activity downtown
- Add additional revenue streams for building owners
- Provide housing opportunities to meet a community need.

Clearly describe how the proposed project will exhibit strong impact on the community and the downtown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community. Describe how this project fits into pertinent community goals. Describe the project's location in downtown or its relationship to downtown.

**Description of the project's impact on housing in the community/downtown:**  
(2,000 characters maximum)

Our visitor-based economy is only seen in a few cities of Dyersville's size and this, along with smaller and satellite office growth (like Dubuque's Cottingham & Butler expansion), more nightlife opportunities, and work-from-home options have this small Iowa city poised to attract even more businesses catering to young employees. Thus, there is an unmet need for better "lifestyle dwellings". These opportunities are emerging from COVID and larger city workforce challenges, including a trending 2- or 3-workday (in office) demand, with a work-at-home option, makes smaller community living a plus. This project satisfies that demographic need, with new technology and "place".

While there has been increased new construction rental development in Dyersville, a vast majority are market-rate, larger apartments. There is also a shortage smaller efficiency apartments.

Catering to a new demographic of citizens just finding Dyersville, this quality space will allow them to establish roots in Dyersville and give them a reason to stay. It's affordable living, as they establish their life in a comfortable community.

Among the many amenities existing and emerging in the downtown that give and receive benefit from a major housing project like this are:

- The trendy Textile Brewing, 1/2 block away
- The quaint vintage treasures & museums
- The popular Chad's Pizza and other food hangouts
- Events from the Farmers' Market, to Downtown Summer Nights concerts and the annual Saint Patrick's Day Festivities
- Even the world class Basilica

Certainly not to be forgotten is likely Iowa's fastest growing tourist attraction, MLB's Field of Dreams game, destined to become an annual event with the 2nd game between the Chicago Cubs and Reds, summer 2022. "People will come" to this community and the growth is fairly obvious. There has to be options other than the standard owner-occupied ranch home that is prevalent. This housing option will be both unique to and replicable in our city center.

Clearly describe how the project will support a direct impact on the growth of upper story/community housing opportunities. Clearly describe the need for the proposed project's housing in downtown: reference specific data when applicable/available. Describe how many housing units will be created and/or improved with this project.

Will the project serve as an example for other building owners? Yes

Will this project create new units in underutilized upper story space? Yes

Number of new units: 11

Will the project rehabilitate underutilized existing upper story apartments? No

**Not Awarded Applications (INTERNAL USE ONLY)**

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Decline Letter

Reason for decline (if available):

**Budget**

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Grant Request Amount	\$600,000.00
Cash Match	\$756,435.58
Total Project Cost	\$1,356,435.58

**Sources of Funds**

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Source of Funds	Amount	Commitment Status	Conditions/Additional Information
Downtown Housing Grant	\$600,000.00	Applied for	
State/Federal Funds	\$0.00		
Local Incentives	\$100,000.00	Secured	TIF
Private Equity Investment	\$656,435.58	Secured	Penn House LLC partners
Private Loans	\$0.00		
Other Amount (Applied for)	\$0.00		
Other Amount (Secured)	\$0.00		
Total	\$1,356,435.58		

## Tax Benefits

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Source of Tax Benefit	Yes/No	Commitment Status	Comments
Workforce Housing Tax Incentive Program	No		
Federal Historic Tax Credit	No		
State Historic Tax Credit	No		
Tax Increment Financing (Rebate)	Yes	Secured	Sales tax to be reimbursed when TIF available
New Markets Tax Credit	No		
Tax Abatement	No		
Other	No		

## Uses of Funds

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Uses	Cost (labor & materials)
Construction - Exterior Envelope	\$80,000.00
Construction - Windows/Doors	\$75,852.00
Construction - Roofing	\$45,000.00
Construction - HVAC	\$112,000.00
Construction - Plumbing	\$108,200.00
Construction - Electrical	\$175,000.00
Construction - Insulation	\$75,500.00
Construction - General Carpentry	\$195,000.00
Construction - Finishes (paint, carpet, fixtures, etc.)	\$165,300.00
<b>Construction Subtotal</b>	<b>\$1,031,852.00</b>
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$55,000.00
Professional Services (architect, engineer, historic preservation consultant)	\$111,162.16
Fees & Permits (mortar test, Iowa tax credits application, bldg permit, etc.)	\$12,200.00
Other	\$22,400.00
Contingencies	\$123,821.42
<b>TOTAL BUDGET</b>	<b>\$1,356,435.58</b>

## Building Information

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### Building Information 1

**City – Property Address\*** 224 2nd Ave. NE  
**Property Owner** Penn House LLC  
**Address** 4617 Camelot DR  
**City/State/Zip** Dubuque  
 Iowa  
**Zip** 52001  
**Telephone Numbers**  
**Cell Phone** 554-228-9863  
**Fax**  
**E-mail Address** tkelzer@riverrunrealtydbq.com

**Provide background on the beneficiary. Be sure to include community** Penn House LLC will begin work on this project immediately upon award completion far less than the two years. Reputation: relationships with qualified subcontractors with superior workmanship. The integrity & reliability of the company owners ensure good faith

involvement, length of time in the community, etc.:  
(1,000 characters max.)

performance.

Historic rehabs and residential qualifications:

- 1659 Iowa St, DBQ-Currently under construction. Conversion of a 4-plex apt complex into 4 row townhouses for single family ownership.
- 120 E Pleasant, Maquoketa - Rehab of former feed mill into 4 apts on 3rd and 4th floor retail on main floor.
- 2222 Queen St, DBQ-Conversion of former Sacred Heart School into 28 senior living apts.
- 1151 Washington, DBQ-New construction. Four-story Marriott hotel.
- 1690 Elm St, Dubuque- Crescent Community Health
- etc

In addition Tom prides himself in his church volunteerism and Gary - a MSI volunteer of the year award winner giving nearly two years in-kind general contracting for DBQ Main Street's Central Ave building.

Property Address	224 Second Avenue NE
Year Built	1857
If vacant, how long:	
Square footage:	5000
Square footage:	6000
Current Use	Vacant
Current Use	Vacant
# of Residential Units	
Number of Residential Units	
Proposed Use	Food Establishment
Proposed Use	Residential
# of Proposed Residential Units:	11
Proposed Start Date	04/01/2022
Projected Completion Date	12/31/2023
Project architect	Steve Ulstad
Listed or eligible for listing in the National Register of Historic Places	Not Sure
Does the local community have a design review process?	Yes
Will the project be part of a CDBG Downtown Revitalization Grant?	No
Will the project receive any other federal funding?	No
County/City Assessor Property Card	Dyersville - Pennsylvania House Assessors Card.pdf
Cost estimates for all proposed construction work.	Tucktara SOPC 1-22-2022 Dyersville.pdf
Submitted Part 1 Historic Tax Credits application	
Submitted Part 2 Historic Tax Credits application	
Detailed sketches, schematics or plans of project property or site including any design assistance drawings. (if applicable)	Dyersville achitectural drawings - Downtown Housing Grant.pdf

Photograph(s) of the building and/or proposed site as it currently appears. Combinede Photo file - Dyersville Downtown Housing Grant.pdf

Historic photographs of the property/project as available Dyersville historic Photo.pdf

### Required Documents

Attachment	Description	File Name	Type	File Size
Project Assurances Download the Project Assurances template HERE	Dyersville Assurances with Resolution specific to this grant	Assurances cityofdiersville with resolution specific to this grant.pdf	pdf	1.5 MB
Map of downtown district with location of project marked AND location where project exterior photos were taken.	MMap showing proximity downtown to amenities, railroad (right behind) & popular attractions/businesses	Map lopcation of Dyersville Pennsylvania House.pdf	pdf	214 KB
List and description of any additional contractual liabilities pertaining to this grant proposal and other than those appearing on the Project Development cost form.				
Financing/loan commitment letters/pro formas If multiple, scan into one document and upload				
Grant award letters pertaining to the project If multiple, scan into one document and upload	City of Dyersville Resolution with \$100,000 commitment noted	Dyersville Resolution Financiing - Hosuing Grant.pdf	pdf	2.5 MB
Grant Recipient (City) W9 Download IRS form W9 HERE	Dyersville W9	W9 - cityofdiersville.com_20220128_131016.pdf	pdf	2.3 MB

### Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique positive impact on minority persons? \*

No

Could the proposed grant program or policy have a disproportionate or unique negative impact on minority persons? \*

No

I hereby certify the information above is complete and accurate to the best of my knowledge.\*

Yes

\*

City Administrator

Title

Mick

First Name

Michel

Last Name