

DEVELOPMENT AGREEMENT

(Community Catalyst Building Remediation Grant – English Pub Project)

This Development Agreement ("Agreement") is entered into as of September 2, 2025, by and between the City of Dyersville, Iowa (the "City") and English Pub Properties, LLC (the "Developer").

WHEREAS, the City applied to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant for improvements to the English Pub property, and IEDA awarded \$100,000 under Agreement No. 25-CTBF-07, with a project completion date of July 14, 2027; and,

WHEREAS, the project site is located at 210 1st Avenue East, Dyersville, Iowa, legally described as: The East 21.5 feet of Lot 420, Original Plat of City of Dyersville, City of Dyersville, Dubuque County, Iowa. Dubuque County Parcel Number 0731205008; and,

WHEREAS, to satisfy the City's local match requirement for the Grant, the parties intend to use the City's Building Façade Easement Agreement with the Developer (the "Façade Easement Agreement"), which provides City reimbursement up to 50% of eligible façade improvement costs, not to exceed \$45,000. The Façade Easement Agreement will be attached as Exhibit B and incorporated by reference; and,

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Definitions:

1.1 *Grant Agreement* means IEDA Community Catalyst Building Remediation Agreement No. 25-CTBF-07 between IEDA and the City.

1.2 *Project* means the improvements described in the City's approved grant application and the Grant Agreement, as IEDA may amend either.

1.3 *Façade Easement Agreement* means the Building Façade Easement Agreement between the City and the Developer for the subject property, attached as Exhibit B and incorporated herein.

1.4 *Project Completion Date* means July 14, 2027, unless amended by IEDA.

Section 2. Scope of Work:

2.1 The Developer shall complete the Project in accordance with the approved grant application and the requirements of the Grant Agreement.

2.2 All work shall comply with applicable federal, state, and local codes and standards.

2.3 Façade elements funded in whole or in part by City funds shall comply with the Façade Easement Agreement, including the requirement for the City's prior written approval of alterations during the easement term.

3. *Term; Schedule:*

3.1 This Agreement is effective as of September 2, 2025, and remains in effect through the Project Completion Date, unless terminated earlier according to this Agreement.

3.2 The Developer shall use best efforts to meet all milestones required by the Grant Agreement; the City shall reasonably cooperate to support timely performance.

4. *Funding, Local Match, and Cost Responsibilities:*

4.1 *Grant Funds.* The Project is awarded \$100,000 under the Grant Agreement. Disbursements are made on a reimbursement basis in accordance with IEDA requirements. Upon receiving funds from IEDA for an approved reimbursement request, the City shall remit payment to the Developer within thirty (30) days.

4.2 *City Local Match via Façade Easement Agreement.* The City's local match will be satisfied by performance under the Façade Easement Agreement, which provides reimbursement up to 50% of eligible façade costs, not to exceed \$45,000 (FY 2025 up to \$25,000; FY 2026 up to \$20,000), payable after completion and approval of detailed costs. Amounts paid under the Façade Easement Agreement shall be counted as the City's local match for the Grant.

4.3 *Developer Share.* The Developer shall pay all Project costs exceeding the sum of Grant Funds and the City's local match.

4.4 *Ineligible Costs.* Only costs allowable under the Grant Agreement and IEDA program guidance are reimbursable.

5. *Payment Procedures:*

5.1 The Developer shall submit reimbursement requests to the City with invoices, proof of payment, and documentation required by IEDA; the City will submit to IEDA in accordance with the Grant Agreement. Payments to the Developer will be made within thirty (30) days after the City receives the corresponding IEDA reimbursement.

5.2 Requests for City match under the Façade Easement Agreement will follow the completion-and-approval process stated in that agreement.

6. *Insurance and Risk Management.* The Developer shall maintain the property in good repair and keep insurance in an amount not less than the full insurable value of the Project, naming the City and IEDA as additional insured and/or loss payees as applicable, with certificates provided to the City.

7. Compliance; Records; Access:

7.1 The Developer shall comply with all applicable laws, regulations, permits, and the Grant Agreement.

7.2 The Developer shall maintain Project records sufficient for audit and make them available to the City and IEDA upon reasonable notice for the period required by the Grant Agreement and applicable law.

8. *Public Communications.* Any publications or media releases regarding the Project shall include substantially the following statement: 'This Project is sponsored in part by the Iowa Economic Development Authority and the City of Dyersville.'

9. *Independent Parties; No Agency.* Each party is an independent entity; neither is the agent of the other. Each party is responsible for the acts of its employees and contractors.

10. Modification; Flow-Through Changes:

10.1 This Agreement may be amended only by a written instrument signed by both parties.

10.2 If the Grant Agreement is modified, this Agreement may be modified as necessary to remain compliant, and the Developer shall hold the City harmless from impacts arising from IEDA-required changes over which the City has no control.

11. *Assignment.* Neither party may assign, transfer, or convey this Agreement without the other's prior written consent, which shall not be unreasonably withheld.

12. Default and Remedies:

12.1 If either party materially breaches this Agreement and fails to cure within thirty (30) days after written notice, the non-breaching party may pursue remedies available at law or in equity, including withholding or terminating payments not yet disbursed.

12.2 If the Developer fails to complete the Project by the Project Completion Date (as may be extended by IEDA), the City may withhold further disbursements except as required by the Grant Agreement.

13. Notices:

City of Dyersville
Attn: City Administrator
340 1st Ave E, Dyersville, IA 52040
Email: mmichel@cityofdyersville.com | Phone: 563.875.7724

English Pub Properties, LLC
Attn: Rebecca Miller
210 1st Ave E, Dyersville, IA 52040
Email: englishpub25@gmail.com | Phone:

14. *Entire Agreement; Governing Law.* This Agreement, together with the Grant Agreement and Exhibits, constitutes the entire understanding of the parties and is governed by the laws of the State of Iowa.

CITY OF DYERSVILLE, IOWA

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

ENGLISH PUB PROPERTIES, LLC

Rebecca Miller, Authorized Representative
Date: _____

EXHIBITS

Exhibit A – Legal Description & Site Address (210 1st Ave E; Parcel No. 0731205008)
Exhibit B – Building Façade Easement Agreement
Exhibit C – Project Budget & Funding Sources (Grant \$100,000; City local match via Façade Easement up to \$45,000; Developer pays all remaining costs)
Exhibit D – Insurance Requirements (builder's risk/general liability; City & IEDA as additional insured/loss payee)
Exhibit E – IEDA Grant Agreement Reference (25-CTBF-07)

Exhibit A – Legal Description & Site Address (210 1st Ave E; Parcel No. 0731205008)

The East 21.5 feet of Lot 420, Original Plat of the City of Dyersville, City of Dyersville, Dubuque County, Iowa. Dubuque County Parcel Number: 0731205008. Commonly known as: 210 1st Avenue East, Dyersville, Iowa 52040.

Exhibit B – Building Façade Easement Agreement

RESOLUTION NO. 01-25

Approving Building Façade Easement Agreement with English Pub Properties
LLC for Property Located at 210 1st Avenue East, Dyersville, Iowa

WHEREAS, English Pub Properties LLC desire to participate in the Dyersville Building Façade Program; and,

WHEREAS, the City wishes to encourage façade improves within the Downtown Business district; and,

WHEREAS, Chapter 15A of the Code of Iowa grants City's the authority to enter into agreements with private entities to provide for the proper development and use of real property within the corporate limits area; and,

WHEREAS, this Agreement is consistent with Dyersville's policies on granting of economic development incentives and is in the best interest of Dyersville; and,

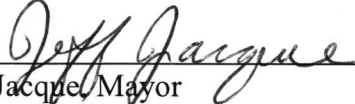
WHEREAS, the City Council finds that entering into this Agreement will serve to benefit and advance the public interest and welfare of Dyersville and its citizens by securing a vibrant and safe downtown; and,

NOW, THEREFORE, It Is Resolved by the City Council of the City of Dyersville, Iowa, as follows:

Section 1. The Building Façade Easement Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City.

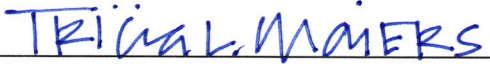
Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 6th day of January, 2025.



Jeff Jacques, Mayor

Attest:



Tricia L. Maiers, City Clerk

Building Façade Easement Agreement

This Building Façade Easement Agreement is entered into between the City of Dyersville, Iowa (the "City"), and English Pub Properties LLC, the "Property Owner", as of the 6th day of January, 2025.

Preamble

WHEREAS, the Property Owner's Property, located in Dubuque County, Iowa, legally described as:

The East 21.5 feet of Lot 420, Original Plat of City of Dyersville, City of Dyersville, Dubuque County, Iowa. Dubuque County Parcel Number 0731205008. And commonly known as 210 1st Avenue East, Dyersville, Iowa; and,

WHEREAS, this property is located in the Downtown Business District; and,

WHEREAS, the property owner desires to participate in the Dyersville Building Façade Program and the property is hereafter referred to as "the Easement of Property" or "the Property Owner's property"; and,

WHEREAS, the Property Owner has been thoroughly acquainted and advised of the terms, conditions and provisions of the Dyersville Building Façade Program; and,

WHEREAS, the Easement Holder, the city of Dyersville is carrying out a program to revitalize the Downtown Business District; and,

WHEREAS, the grant of this easement will assist in protecting and preserving the quality of the area in which the property is located; and,

NOW THEREFORE, in consideration of the mutual covenants and promises in this Easement Agreement and for the benefit of all parties, Property Owner hereby grants, conveys and transfers to the Easement Holder, a Building Façade Easement for a term lasting seven (7) years from the date of the signing of this document, in and over, that portion of the herein described property consisting of the front exterior-facing 24 inches of the structure. This includes all architectural and construction features visible from any point on the public way outside of the building, including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features, in addition to connected interior features that necessitate modification or maintenance in order to rehabilitate and maintain the publically visible features.

For the seven (7) year easement period, the following restrictions are imposed upon the use of the Easement Property, in accordance with the policy of the City and Property Owner, its successors and assigns covenant to do and not to do the following acts and things in and upon the Easement Property which Easement Holder is entitled to enforce as follows:

1. For the easement period, Property Owner will retain and maintain the façade on

the building(s) now located on the property and will at all times maintain the same in good condition and repair. In the event of the total destruction beyond the control of the Property Owner, the easement shall become null and void.

2. The Easement Holder, in order to insure the effective enforcement of this Easement, shall have, and the Property Owner hereby grants the following rights:

a. If Property Owner knowingly or willfully violates or allows the violation of this easement, upon reasonable notice to the Property Owner, Easement Holder may enter upon the Easement Property and correct such violations and hold Property Owner responsible for the corrective costs, and

3. Property Owner shall seek no reimbursement from Easement Holder for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the property. Property Owner agrees to indemnify and hold Easement Holder harmless from any claims of third persons, including court costs and attorney's fees, arising out of Easement Holder's acceptance and holding of this easement. Easement Holder shall not be liable to contribute to the maintenance of the Premises. If Easement Holder have to file suit or take any other action to enforce this agreement, Property Owner shall pay Easement Holder's reasonable attorneys fees and all other costs associated with any such required action.

4. At any time during the duration of the seven (7) year construction easement, any alterations, modifications, destruction or additions made to the facade improvements funded in part by City funds shall be subject to the prior written approval of the City of Dyersville. Such written approval, or disapproval, shall be issued by the city within not more than thirty (30) days of the owner's submittal of a written request. However, nothing in this paragraph shall be construed to prevent ordinary maintenance, repair, cleaning, repainting, refinishing, etc so long as it does not change the appearance, or detrimentally affect the condition of the facades as they exist at the time of completion of the improvements hereunder.

In lieu of the terms and conditions of the Building Façade Easement Agreement, the City shall reimburse the Property Owner up to fifty (50) percent of the improvement costs with a not to exceed forty-five thousand dollars (\$45,000.00). That reimbursement shall be made upon the successful completion of the façade improvement project to the Property and such time the City approves the Developer's detailed statement of actual costs for the improvements. Furthermore, reimbursement will be made over two fiscal years: FY 2025 will not exceed \$25,000.00, and FY 2026 will not exceed \$20,000.00.

This agreement is binding on the Property Owner, their heirs, assigns or successors in interest to the property and shall run with the land on the Easement Property until expiration.

END OF AGREEMENT

[Signature Page Follows Next]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement as of the day and year first above written.

CITY OF DYERSVILLE, IOWA

By Jeff Jacque
Jeff Jacque, Mayor

Attest:

TRICIA L. MAIERS
Tricia L. Maiers, City Clerk

English Pub Properties LLC

By Debra Ullrich

Exhibit C – Project Budget & Funding Sources (Grant \$100,000; City local match via Façade Easement up to \$45,000; Developer pays all remaining costs)

Funding Source	Amount	Notes
IEDA Grant	\$100,000	Awarded under Agreement No. 25-CTBF-07
City Local Match	\$45,000	Provided via Building Façade Easement Agreement (FY25: \$25,000; FY26: \$20,000)
Developer Budget		Covers remaining project costs

Exhibit D – Insurance Requirements (builder’s risk/general liability; City & IEDA as additional insured/loss payee)

Exhibit E – IEDA Grant Agreement Reference (25-CTBF-07)

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Dyersville
AGREEMENT NUMBER: 25-CTBF-07
DATE OF AWARD LETTER: July 14, 2025
PROJECT COMPLETION DATE: July 14, 2027
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Dyersville, 1100 16th Ave Ct SE, Dyersville, Iowa 52040 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

11. REPORTING REQUIREMENTS. The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;
2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. PAYMENT PROCEDURES. Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. PUBLICATIONS. The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. REMEDY UPON TERMINATION. In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. NONASSIGNMENT OF AGREEMENT. The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE. The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. COMPLIANCE WITH STATE OR LOCAL BUILDING CODE.

- (a) The Grantee must provide evidence that the Project complies with the state building code, if either of the following applies:
 1. The Project is located in a governmental subdivision which has not adopted a local building code, or
 2. The Project is located in a governmental subdivision which has adopted a building code, but the building code is not enforced. If the state building code is applicable to the project, bidding for construction shall not be conducted prior to the written approval of final plans by the state building code bureau.
- (b) The Grantee must provide evidence that the Project complies with local building codes if the Project is located in a governmental subdivision which has adopted a local building code and the building code is enforced.

21. COMPLIANCE WITH EE0/AA PROVISIONS. The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material

breach of this Agreement.

22. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

23. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS AND PROJECT. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project

24. PUBLIC RECORDS: RECORDS RETENTION. All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

25. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

26. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the 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.

27. FINAL AUTHORITY. The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

28. USE OF NAME. The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

29. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

30. LEGISLATIVE CHANGES. The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

31. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

32. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

33. CONFLICT OF INTEREST. The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply

to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

34. MAINTENANCE OF INSURANCE. The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

35. DEVELOPMENT CONTRACT AGREEMENT. Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

36. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

37. NONAGENCY. The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

38. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

39. DOCUMENTS INCORPORATED BY REFERENCE. The following are hereby incorporated by reference:

- (a) Agreement Scope of Work and Budget
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

40. ORDER OF PRIORITY. In the event of a conflict between documents, the following order or priority shall be applied:

- (a) Articles 1-41 of this Grant Agreement.
- (b) Agreement Scope of Work and Budget
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

41. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Dyersville

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Mayor
City of Dyersville
1100 16th Ave Ct SE
Dyersville, Iowa 52040

BY:

Deborah Durham, Director
Iowa Economic Development Authority