

**Decorah Downtown Economic Development Program
Grant Agreement**

This development agreement (the "Agreement") made and entered this _____ day of _____, _____, by between the City of Decorah, Iowa, hereinafter referred to as the "City" and _____, hereinafter referred to as the "Developer".

RECITALS

WHEREAS, the City has adopted the Decorah Downtown Economic Development Program, the terms of which were approved by the City Council on _____, 2024 (the "Program"); and

WHEREAS, the Program has two separate grant opportunities:

- A. Exterior Renovation and Repair Grant for facade improvements, structural repairs, accessibility improvements, awning installations ("Exterior Renovation Grant"); and
- B. Interior Renovation for Upper Story Residential Conversion Grant for major interior renovations, safety and compliance code upgrades, energy efficiency improvements, conversion of non-residential into residential units ("Upper Story Renovation Grant");

WHEREAS, the Developer submitted an application dated _____ for a grant under the Program (the "Application"); and

WHEREAS, the Application related to improvements for the following described real estate:

[insert legal description]

Locally known as: [insert street address, Decorah, Iowa, 52101]

(the "Real Estate")

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

1. **PROJECT.** The "Project" means the activities and other obligations to be performed or accomplished by the Developer as described in the Application and this Agreement. The approved project grants include the following work proposed in the Application and approved for Program grant purposes:

- Exterior Renovation and Repair
- Interior Renovation for Upper Story Residential Conversion

2. **GRANT FUNDS.**

- a. Subject to Developer complying with the terms of this Agreement, the City agrees to provide Developer with up to \$_____ for the Project (the "Grant Funds"). If Developer has been approved for both an Exterior Renovation Grant and an Upper Story Renovation Grant, the Grant Funds for each are as follows:
 - i. \$_____ for Exterior Renovation Grant; and

- ii. \$ _____ for Upper Story Renovation Grant.
 - b. Developer agrees that in order to receive any of the Grants Funds, Developer shall pay for Project Costs that equal a minimum of at least three times the Grant Funds, so that for every \$3.00 spent by Developer for Project Costs, the City will reimburse the Developer for \$1.00 of Project Costs, up to the Program maximum, subject to the terms of this Agreement.
3. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Effective Date of this Agreement and ends 18 months after the Effective Date. Work on the Project must commence within 6 months of the Effective Date of this Agreement and all work on the Project must be completed within 18 months of the Effective Date. The Developer is not eligible for reimbursement if the Project is not commenced and completed within the Project Completion Period. The "Project Completion Date" shall be the date that the Project is completed and approved by the City, which may not be later than 18 months after the Effective Date.
 4. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in the Application and approved by this Agreement (the "Project Costs").
 5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the Real Estate in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City as an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.
 6. **SCOPE OF WORK.** The Project includes the work proposed as more specifically described in the Application, and approved by this Agreement.
 7. **WORK RESPONSIBILITIES.** Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project.
 8. **FINANCIAL OBLIGATION.** The Developer agrees to commit all necessary funds to complete the Project to meet the matching funds requirements of the Program and to cover any expenses exceeding the grant funds and matching funds requirements. Any additional amounts necessary to complete the project shall be the responsibility of the Developer.
 9. **ACCEPTANCE OF PROGRAM TERMS.** Developer accepts the grant upon the terms and conditions set out in this Agreement and pursuant to the rules as outlined in the "Downtown Economic Development Program" adopted by the City Council, a copy of which the Developer acknowledges receiving, reviewing and understanding.
 10. **DEVELOPER TO REMAIN IN GOOD STANDING.** During the term of this Agreement, Developer shall remain in good standing with the City regarding all permits, including, but not limited to, residential rental permits and building permits, fees, inspections, taxes and utilities provided by the City. Developer also agrees to comply with all local building codes, zoning regulations, and historic preservation guidelines (if applicable).

Developer acknowledges and agrees that the City may terminate this Agreement and be relieved of any obligations hereunder if the Developer violates the terms of this Agreement and does not remedy the violation after thirty days written notice from the City. If this Agreement is terminated by the City due to default of Developer, the City shall be reimbursed as set forth in this Agreement.

11. PAYMENT PROCEDURES FOR GRANT FUNDS.

- a. Payments under the Program shall be made on a reimbursement basis.
- b. In order to receive payment of Grant Funds, Developer shall provide regular progress reports, if requested.
- c. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made approximately mid-way through work on the Project, and once the Developer has incurred Project Costs directly related to the Project that are equal or greater than 50% of the estimated total Project Costs set forth in the Application. Developer must submit documentation of costs incurred in order to be eligible for payment of any Grant Funds. The final request for reimbursement shall be made within 30 days of timely completion of the Project.
- d. If the Project is not timely completed as set forth in this Agreement, Developer is not entitled to the final payment of Grant Funds. Furthermore, if Developer fails to timely complete the Project, Developer shall reimburse the City for any Grant Funds paid to Developer under this Agreement.
- e. If Developer has been approved for both an Exterior Renovation Grant and an Upper Story Renovation Grant, requests for reimbursement, and payment of Grant Funds to Developer, shall be separated based on the work for Exterior Renovation Grant and the work for the Upper Story Renovation Grant. For example, if Developer has been approved for both grants, in order to be reimbursed mid-way for work on an Exterior Renovation Grant project, the Developer must have incurred at least 50% of the estimated total Project Costs set forth in the Application for the Exterior Renovation Grant project, regardless of the work and costs associated with the Upper Story Renovation Grant.
- f. Each request for reimbursement will include reports of the work completed, including photographs of the Project.
- g. Payment of Grant Funds from the City is contingent on Developer providing proof of payment by Developer of its matching contributions required under the Program. Payment of funds by the City is contingent on inspection and approval by the City of the Project improvements.

12. OBLIGATION TO MAINTAIN PROJECT IMPROVEMENTS RUNS WITH THE LAND.

Developer, and owner of the Real Estate, if different from Developer, as well as all successors in interest of the owner of the Real Estate, covenant and agree to maintain the improvements that are part of the Project subject to this Agreement for a period of no less than 5 years from the Project Completion Date. Any significant alterations to the funded project within this time period may require repayment of Grant Funds. This obligation runs with the land for said 5 year period. This Agreement may be recorded to provide public notice of the obligations contained herein and Developer shall be responsible for the cost of recording.

13. **COSTS TO ENFORCE THIS AGREEMENT.** If Developer breaches any of its obligations under this Agreement, the City is entitled to reimbursement from Developer and owner of the Real Estate, or the owner's successor in interest, if different from the Developer, of all Grant Funds paid and all costs the City incurs in enforcing its rights under this Agreement, including reasonable attorneys' fees. Developer and Owner of the Real Estate, and the successors in interest to the Owner of the Real Estate are mutually and jointly liable to the City for this obligation.

14. **HOLD HARMLESS.** It is expressly understood and agreed to by all parties hereto that Developer will save the City and/or its agents and employees harmless from liability for any property damage, personal injury, or any lawsuit or claim arising out of the work performed by the Developer relating to the Project and the Program.

15. **MISCELLANEOUS.**

- a. The Developer, and Owner if different from Developer, represent and warrant that they have full power and authority to execute this Agreement, and such execution does not conflict with any agreements to which the Developer or Owner, if different from Developer, are a party or to which they are subject to.
- b. Developer, and Owner if different from Developer, represent and warrant that they have the necessary power, authority and capacity to enter into this Agreement and carry out their obligations contemplated herein, without the necessity of any act or consent of any other person or entity, and that this Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms.
- c. This Agreement and the documents referred to herein and the respective rights and obligations of the parties hereto are not assignable. Subject to the terms, provisions and conditions hereof, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and successors.
- d. The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party.
- e. 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 hereto.
- f. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.
- g. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa and shall be deemed to have been entered into and performed in Winneshiek County, Iowa.
- h. The City's Mayor, City Council members, and employees, and their immediate family members will not be paid for any work they perform on the Project through contracts with the Developer unless that work was contracted through a competitive bidding process.

16. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement effective the ____ day of _____, _____ (the "Effective Date").

Developer's Printed Name

Developer's Signature

Date

City Representative's Printed Name

Date

City Representative's Signature

Date

Consent of Owner (if different from Developer) and Mortgagee

We hereby acknowledge reviewing this Agreement and consent and agree to the terms of this Agreement.

OWNER

Owner's Printed Name

Owner's Signature
(or duly authorized representative of Owner, if Owner is an entity).

Date

Mortgagee

Name of Lender: _____

Name of officer authorized to sign this Agreement on behalf of Lender: _____

Signature
Position: _____

Date

DEVELOPER'S ALL-PURPOSE ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
<p>State of Iowa) County of Winneshiek)</p> <p>On this ____ day of _____, _____ before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, above instrument and acknowledged that he/she executed same as his/her voluntary act and deed.</p> <hr/> <p>Notary Public in and for Said County and State</p>	<p><input type="checkbox"/> Individual <input type="checkbox"/> Husband and Wife <input type="checkbox"/> Corporate <input type="checkbox"/> Title(s) of Corporate Officer(s): _____ <input type="checkbox"/> _____ Corporate Seal is Affixed <input type="checkbox"/> Partner <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Executor(s) or Trustee(s) <input type="checkbox"/> Guardian(s) or Conservator(s) <input type="checkbox"/> Other: Municipality</p> <p>SIGNOR IS REPRESENTING: List name(s) of entity(ies) or person(s)</p> <hr/> <hr/> <hr/>

STATE OF IOWA)
)-ss:
COUNTY OF WINNESHIEK)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, and, who, being by me duly sworn, did say that he is the _____, of the City of Decorah, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, and that said person acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

OWNER'S ALL-PURPOSE ACKNOWLEDGEMENT (if applicable)	CAPACITY CLAIMED BY SIGNER:
<p>State of _____) County of _____)</p> <p>On this _____ day of _____, _____ before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, above instrument and acknowledged that he/she executed same as his/her voluntary act and deed.</p> <hr/> <p>Notary Public in and for Said County and State</p>	<p><input type="checkbox"/> Individual <input type="checkbox"/> Husband and Wife <input type="checkbox"/> Corporate Title(s) of Corporate Officer(s): _____</p> <p><input type="checkbox"/> Corporate Seal is Affixed</p> <p><input type="checkbox"/> Partner <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Executor(s) or Trustee(s) <input type="checkbox"/> Guardian(s) or Conservator(s) <input type="checkbox"/> Other: Municipality</p> <p>SIGNOR IS REPRESENTING: List name(s) of entity(ies) or person(s) _____ _____ _____</p>

MORTGAGEE'S ALL-PURPOSE ACKNOWLEDGEMENT (if applicable)	CAPACITY CLAIMED BY SIGNER:
<p>State of _____) County of _____)</p> <p>On this _____ day of _____, _____ before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, above instrument and acknowledged that he/she executed same as his/her voluntary act and deed.</p> <hr/> <p>Notary Public in and for Said County and State</p>	<p><input type="checkbox"/> Individual <input type="checkbox"/> Husband and Wife <input type="checkbox"/> Corporate Title(s) of Corporate Officer(s): _____</p> <p><input type="checkbox"/> Corporate Seal is Affixed</p> <p><input type="checkbox"/> Partner <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Executor(s) or Trustee(s) <input type="checkbox"/> Guardian(s) or Conservator(s) <input type="checkbox"/> Other: Municipality</p> <p>SIGNOR IS REPRESENTING: List name(s) of entity(ies) or person(s) _____ _____ _____</p>