
AGENDA

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPOINTMENTS/REAPPOINTMENTS/OATH OF OFFICE

- A. Mayor Pro-Tem - Mike English
- City Attorney - George Davis
- Fire Chief - Jeremy Honkomp

ORAL COMMENTS

- B. **Agenda items** (*step to podium after recognition, state name, address, speak clearly – 5 minutes maximum*)
- C. **Non-agenda items** (*step to podium after recognition, state name, address, speak clearly – 5 minutes maximum*)

APPROVAL OF CONSENT AGENDA

- 1. **Approve Bills**
- 2. **Approve Minutes** City Council Meeting - December 15, 2025
- 3. **Receive & File Minutes** Parks & Recreation Meeting - December 17, 2025
- 4. **Designate** the Dyersville Commercial and/or the Telegraph Herald as the 2026 official publications of the City of Dyersville
- 5. **Council Reappointment & Oath of Office** Tricia L. Maiers - expires 12/31/27
- 6. **Mayor Reappointment with Council Consent & Oath of Office** Brent Schroeder, Police Chief
- 7. **Committee Appointments/Reappointments**
 - Community Protection - Mike Oberbroeckling, Mark Singsank
 - Public Works (Streets | Water & Sewer) - Norm Pottebaum, Mike English
 - Policy & Administration - Mike English, Scott DeSousa

Economic Development - Norm Pottebaum, Mike Oberbroeckling

Library - Mark Singsank, Scott DeSousa

DEDC - Mike Oberbroeckling

Bi-County Ambulance - Allan Wessels

8. Accept Appointments - Fire Department

Jim Wessels, First Assistant Chief

Tim Deutmeyer, Second Assistant Chief

Bobby Fangman, Captain

Rob Recker, Captain

Tony Reinert, Captain

Ben Samek, Captain

Steve Lansing, Emergency Management

9. Class E Retail Alcohol License Dyers Mart

10. Authorize Police Chief to Sign 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement

11. Miscellaneous Correspondence FY27 Budget Work Session Schedule

12. Miscellaneous Correspondence Greater Dubuque Development Corporation - December 2025

13. Miscellaneous Correspondence Keep Iowa Beautiful - December 2025

ACTION ITEMS

14. Resolution No. 01-26 approving amendment one to the right-of-way agreement with ImOn Communications, LLC

15. Resolution No. 02-26 authorizing execution of the Urban-State Traffic Engineering Program (U-STEP) Agreement with the Iowa Department of Transportation

16. Resolution No. 03-26 awarding contract for the 12th Avenue SE Signal Project

17. Resolution No. 04-26 approving building facade easement agreement with Christopher and Heidi Huisman for property located at 240 1st Avenue East, Dyersville, Iowa

18. Approve Bill

COUNCIL COMMENTS

ADJOURNMENT



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

I, Michael J. English, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially to the best of my ability, discharge all the duties of the office of Mayor Pro-Tem, of the City of Dyersville, as now and hereafter required by law.

Michael J. English

Pursuant to the legal requirements, I certify that Michael J. English has qualified for the office of Mayor Pro-Tem by taking the oath of office by me.

Jeff Jacque, Mayor

Date: January 5, 2026



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

I, George Davis, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially to the best of my ability, discharge all the duties of the office of City Attorney, of the City of Dyersville, as now and hereafter required by law.

George Davis

Pursuant to the legal requirements, I certify that George Davis has qualified for the office of City Attorney by taking the oath of office by me.

Jeff Jacque, Mayor

Date: January 5, 2026



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

I, Jeremy Honkomp, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially to the best of my ability, discharge all the duties of the office of Fire Chief, of the City of Dyersville, as now and hereafter required by law.

Jeremy Honkomp

Pursuant to the legal requirements, I certify that Jeremy Honkomp has qualified for the office of Fire Chief by taking the oath of office by me.

Jeff Jacque, Mayor

Date: January 5, 2026



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT02119 - 01.05.26 Bills AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
VERIZON WIRELESS	6131232862	Pepwave 2 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6131232862	Pepwave 3 PDS	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6131232862	Pepwave 4 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6131232862	Pepwave 1 PD	001-5-110-1-63730	TELEPHONE	40.07
VERIZON WIRELESS	6131232862	Police Chief Cell Phone - 5804	001-5-110-1-63730	TELEPHONE	50.58
VERIZON WIRELESS	6131232862	Captain Cell Phone - 3004	001-5-110-1-63730	TELEPHONE	38.48
VERIZON WIRELESS	6131232862	Assist Chief Cell Phone - 2918	001-5-110-1-63730	TELEPHONE	38.48
VERIZON WIRELESS	6131232862	Modem - 4635	001-5-110-1-63730	TELEPHONE	40.01
QUILL CORPORATION	46850044	Copy Paper	001-5-110-1-65060	OFFICE SUPPLIES	22.00
QUILL CORPORATION	46940521	Supplies - File Folders	001-5-110-1-65060	OFFICE SUPPLIES	24.12
FAREWAY STORES INC	00301286	Parade Candy	001-5-110-1-65407	DEPARTMENT SUPPLIES	21.98
Department 110 - POLICE Total:					395.75
Department: 140 - FLOOD CONTROL					
VERIZON WIRELESS	6131968303	Cell Phone M2M	001-5-140-1-67610	EROSION CONTROL	21.06
Department 140 - FLOOD CONTROL Total:					21.06
Department: 150 - FIRE					
FIRE SERVICE TRAINING BUR...	261058	Training - HMAO Written	001-5-150-1-62300	MEETINGS/TRAINING	100.00
QUILL CORPORATION	47081175	Copy Paper	001-5-150-1-65407	DEPARTMENT SUPPLIES	43.99
Department 150 - FIRE Total:					143.99
Department: 210 - TRANSPORTATION					
GIANT WASH	25338A	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	25352	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	25363	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
WANDSNIDER, JOHN	11.13.25 Hotel	Reimbursement - Streets Sem..	001-5-210-2-62300	MEETINGS/TRAINING	122.08
BIG WHEELS REPAIR LLC	15774	Vehicle Repairs - Brakes	001-5-210-2-63320	VEHICLE REPAIRS	503.20
HENDERSON TRUCK EQUIPM...	437407	Vehicle Repairs - Snow Plow	001-5-210-2-63320	VEHICLE REPAIRS	6,434.07
TAUKE MOTORS	56658	Oil Change	001-5-210-2-63320	VEHICLE REPAIRS	67.03
VERIZON WIRELESS	6131232862	PW Director Cell Phone - 8775	001-5-210-2-63730	TELEPHONE	38.48
VERIZON WIRELESS	6131232862	PW 8	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6131232862	Pepwave 5 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6131232862	Pepwave 7 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6131232862	Pepwave 4 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6131232862	Pepwave 6 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6131232862	Pepwave 1 PW	001-5-210-2-63730	TELEPHONE	40.03
LUECK, TANNER	Oct/Nov/Dec 2025	Cell Phone	001-5-210-2-63730	TELEPHONE	150.00
ACE HARDWARE	270891	Wire Stripper/Clip Alligtr/Clip...	001-5-210-2-65407	DEPARTMENT SUPPLIES	42.74
JOHN DEERE FINANCIAL	6060011	Deicer/Wrench/Magnet/Mat	001-5-210-2-65407	DEPARTMENT SUPPLIES	38.44
TERRACON CONSULTANTS	TP67115	Streets - Core Samples	001-5-210-2-65407	DEPARTMENT SUPPLIES	3,993.00
EASTERN IOWA ASPHALT MA...	10066	Street Patching	001-5-210-2-67621	STREET REHABILITATION	3,211.00
EASTERN IOWA ASPHALT MA...	10068	Street Patching	001-5-210-2-67621	STREET REHABILITATION	21,497.00
Department 210 - TRANSPORTATION Total:					36,344.23
Department: 410 - LIBRARY					
GIANT WASH	25338A	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	13.12
GIANT WASH	25352	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	2.37
GIANT WASH	25363	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	13.12
Department 410 - LIBRARY Total:					28.61
Department: 445 - AQUATIC CENTER					
JOHN DEERE FINANCIAL	6059438	Supplies to Paint Floors - Aq...	001-5-445-4-63327	MAINTENANCE	67.97
SURFACE ENHANCEMENT C...	INV-24248	Paint Floors - Aquatic Center	001-5-445-4-63327	MAINTENANCE	7,632.00
ACE HARDWARE	270831	Blue Rhino Oil Exchange	001-5-445-4-65407	DEPARTMENT SUPPLIES	16.71
JOHN DEERE FINANCIAL	6052732	Space Heater	001-5-445-4-65407	DEPARTMENT SUPPLIES	49.98

Expense Approval Register

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
JOHN DEERE FINANCIAL	6052749	Propane	001-5-445-4-65407	DEPARTMENT SUPPLIES	18.99
JOHN DEERE FINANCIAL	6053027	Kerosene/Propane	001-5-445-4-65407	DEPARTMENT SUPPLIES	48.98
Department 445 - AQUATIC CENTER Total:					7,834.63

Department: 460 - COMMUNITY CENTER

BLUE PATH FINANCE FC IV	DYERSVL90	Social Center Solar Energy	001-5-460-4-63710	ELECTRICITY	426.63
TJ CLEANING SERVICES	01.01.26 Soc Ctr	Cleaning Services Wk of 12/2...	001-5-460-4-64322	CONTRACTED SERVICES	137.50
TJ CLEANING SERVICES	12.18.25 Soc Ctr	Cleaning Services Wk of 12/1...	001-5-460-4-64322	CONTRACTED SERVICES	250.00
TJ CLEANING SERVICES	12.25.25 Soc Ctr	Cleaning Services Wk of 12/1...	001-5-460-4-64322	CONTRACTED SERVICES	262.50
GIANT WASH	25338A	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
GIANT WASH	25352	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	2.37
GIANT WASH	25363	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
CAPITAL SANITARY SUPPLY	D166949	Cleaning Supplies	001-5-460-4-65407	DEPARTMENT SUPPLIES	56.72
Department 460 - COMMUNITY CENTER Total:					1,161.96

Department: 620 - CLERK, TREAS & FINANCE

FAREWAY STORES INC	00174913	Fork/Lemonade	001-5-620-6-65060	OFFICE SUPPLIES	7.95
QUILL CORPORATION	2603122	1099 Forms Returned	001-5-620-6-65060	OFFICE SUPPLIES	-5.98
QUILL CORPORATION	47025117	Envelopes/Calendars	001-5-620-6-65060	OFFICE SUPPLIES	106.66
QUILL CORPORATION	47046084	W2 Forms	001-5-620-6-65060	OFFICE SUPPLIES	38.84
Department 620 - CLERK, TREAS & FINANCE Total:					147.47

Department: 630 - ELECTIONS

DUBUQUE COUNTY AUDITOR...	12.2025	Elections	001-5-630-6-64200	ELECTIONS	2,534.79
Department 630 - ELECTIONS Total:					2,534.79

Department: 650 - CITY HALL & GEN BLDGS

TJ CLEANING SERVICES	01.01.26 City	Cleaning Services Wk of 12/2...	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
TJ CLEANING SERVICES	12.18.25 City	Cleaning Services Wk of 12/1...	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
TJ CLEANING SERVICES	12.25.25 City	Cleaning Services Wk of 12/1...	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
SCHINDLER ELEVATOR CORP...	3032204	Maintenance Contract	001-5-650-6-63100	BUILDING MAINTENANCE	4,374.07
DUBUQUE HUMANE SOCIETY	2747	Animal Control	001-5-650-6-63324	MISC. EXPENDITURES	100.00
BLUE PATH FINANCE FC IV	DYERSVL90	P & A Solar Energy	001-5-650-6-63710	ELECTRICITY	369.24
VERIZON WIRELESS	6131232862	City 3440	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	6131232862	City Clerk Cell Phone - 4040	001-5-650-6-63730	TELEPHONE	38.48
VERIZON WIRELESS	6131232862	Michel - 3568	001-5-650-6-63730	TELEPHONE	11.33
VERIZON WIRELESS	6131232862	Administrator Cell Phone - 4...	001-5-650-6-63730	TELEPHONE	38.48
VERIZON WIRELESS	6131232862	City 0416	001-5-650-6-63730	TELEPHONE	40.01
PANTON, LORI	Oct/Nov/Dec 2025	Reimbursement	001-5-650-6-63730	TELEPHONE	10.00
GIANT WASH	25338A	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	13.12
GIANT WASH	25352	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	25.62
GIANT WASH	25363	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	13.12
Department 650 - CITY HALL & GEN BLDGS Total:					5,823.48
Fund 001 - GENERAL FUND Total:					54,435.97

Fund: 110 - ROAD USE FUND

Department: 210 - TRANSPORTATION

DAKOTA SUPPLY GROUP	S105186517.002	Curb Bumpers	110-5-210-2-64170	WINTER STREET MAINTENA...	317.30
Department 210 - TRANSPORTATION Total:					317.30
Fund 110 - ROAD USE FUND Total:					317.30

Fund: 112 - TRUST AND AGENCY FUND

Department: 460 - COMMUNITY CENTER

DOUBLE L GROUP	12.05.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
SAYLOR, CARMEN	12.07.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
ROLING, JOLENE	12.14.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
KRAMER, KARL OR CATHY	12.20.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	200.00
TAPKE, KAREN	12.24.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
CLEMEN, DON	12.25.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
GOEDKEN, LOIS	12.27.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
SCHERBRING, JILL	12.28.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00

Expense Approval Register

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
BRUNSMAN, JANET	12.28.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	125.00
Department 460 - COMMUNITY CENTER Total:					1,025.00
Fund 112 - TRUST AND AGENCY FUND Total:					1,025.00

Fund: 301 - CAPITAL PROJECTS FUND
Department: 723 - CAPITAL PROJECT

ORIGIN DESIGN CO	82842	Miscellaneous - Water & Was..	301-5-723-8-64063	ENGINEERS FEES	420.00
Department 723 - CAPITAL PROJECT Total:					420.00
Fund 301 - CAPITAL PROJECTS FUND Total:					420.00

Fund: 600 - WATER FUND
Department: 810 - WATER

GIANT WASH	25338A	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	22.31
GIANT WASH	25352	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	14.58
GIANT WASH	25363	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	16.62
GIANT WASH	25338A	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
GIANT WASH	25352	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
GIANT WASH	25363	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
BLUE PATH FINANCE FC IV	DYERSVL90	Well 4 Solar Energy	600-5-810-9-63710	ELECTRICITY	2,441.53
VERIZON WIRELESS	6131232862	Pepwave 3 Wtr	600-5-810-9-63730	TELEPHONE	40.01
PANTON, LORI	Oct/Nov/Dec 2025	Reimbursement - Cell Phone	600-5-810-9-63730	TELEPHONE	10.00
QUILL CORPORATION	46850044	Copy Paper	600-5-810-9-65060	OFFICE SUPPLIES	22.00
JOHN DEERE FINANCIAL	6049148	Spinner Wheel	600-5-810-9-65407	DEPARTMENT SUPPLIES	11.99
HAWKINS WATER TREATME...	7289916	Tonkazorb	600-5-810-9-65407	DEPARTMENT SUPPLIES	2,344.34
HAWKINS WATER TREATME...	7296395	Azone/LPC-4	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,294.65
HAWKINS WATER TREATME...	7296397	Azone/LPC-4	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,284.68
USA BLUE BOOK	INV00908971	Dispensers	600-5-810-9-65407	DEPARTMENT SUPPLIES	147.00
USA BLUE BOOK	INV00908978	Valve/Testing Supplies	600-5-810-9-65407	DEPARTMENT SUPPLIES	268.15
USA BLUE BOOK	INV00918427	Testing Supplies	600-5-810-9-65407	DEPARTMENT SUPPLIES	135.60
SCHUELLER CONSTRUCTION	4901	Equipment - Crane - Tower Li...	600-5-810-9-67274	CAPITAL IMPROVEMENTS/E...	300.00
Department 810 - WATER Total:					8,360.57
Fund 600 - WATER FUND Total:					8,360.57

Fund: 610 - SEWER FUND
Department: 815 - SEWER

GIANT WASH	25338A	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	25352	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	25363	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	25338A	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	10.92
GIANT WASH	25352	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	18.65
GIANT WASH	25363	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	16.61
MARTIN EQUIPMENT	943502	Vehicle Maintenance - Edge K..	610-5-815-9-63320	VEHICLE REPAIRS	1,754.79
VERIZON WIRELESS	6131232862	Sewer Camera	610-5-815-9-63730	TELEPHONE	40.11
VERIZON WIRELESS	6131232862	Pepwave 2 WW	610-5-815-9-63730	TELEPHONE	40.01
MENKE, TERRY	Oct.Nov.Dec.2025	Reimbursement - Cell Phone	610-5-815-9-63730	TELEPHONE	150.00
PANTON, LORI	Oct/Nov/Dec 2025	Reimbursement	610-5-815-9-63730	TELEPHONE	10.00
HARTER CUSTOM PUMPING ...	6758	Sewer - Insurance Claim	610-5-815-9-64081	INSURANCE CLAIMS	750.00
QUILL CORPORATION	46850044	Copy Paper	610-5-815-9-65060	OFFICE SUPPLIES	21.99
JAM SYSTEMS & MIDLAND D...	129343	Reset Button	610-5-815-9-65407	DEPARTMENT SUPPLIES	95.00
JOHN DEERE FINANCIAL	6048039	Covers/Batteries	610-5-815-9-65407	DEPARTMENT SUPPLIES	81.96
JOHN DEERE FINANCIAL	6048188	Covers/Nuts/Bolts	610-5-815-9-65407	DEPARTMENT SUPPLIES	187.33
JOHN DEERE FINANCIAL	6051095	Tubing / Antifreeze	610-5-815-9-65407	DEPARTMENT SUPPLIES	19.72
JOHN DEERE FINANCIAL	6051557	Headlamp/Tape/Screen/Wre...	610-5-815-9-65407	DEPARTMENT SUPPLIES	163.94
MACQUEEN EQUIPMENT	P296521	Pressure Disk/7 Piece Filter	610-5-815-9-65407	DEPARTMENT SUPPLIES	659.31
CRESCENT ELECTRIC SUPPLY	S513737811.001	Plug in Relay	610-5-815-9-65407	DEPARTMENT SUPPLIES	69.53
CRESCENT ELECTRIC SUPPLY	S513765946.001	Thermostat	610-5-815-9-65407	DEPARTMENT SUPPLIES	73.14
CRESCENT ELECTRIC SUPPLY	S513765946.002	Thermostat	610-5-815-9-65407	DEPARTMENT SUPPLIES	66.84
CRESCENT ELECTRIC SUPPLY	S513765946.003	Thermostat Returned	610-5-815-9-65407	DEPARTMENT SUPPLIES	-73.14
Department 815 - SEWER Total:					4,163.82
Fund 610 - SEWER FUND Total:					4,163.82

Expense Approval Register

Packet: APPKT02119 - 01 Item 1. P

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
QUILL CORPORATION	46850044	Copy Paper	670-5-840-9-65060	OFFICE SUPPLIES	21.99
T & W GRINDING	2545	Composting	670-5-840-9-67200	CAPITAL IMPROVEMENT	8,965.00
Department 840 - SOLID WASTE Total:					8,986.99
Fund 670 - SOLID WASTE FUND Total:					8,986.99
Grand Total:					77,709.65

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	54,435.97
110 - ROAD USE FUND	317.30
112 - TRUST AND AGENCY FUND	1,025.00
301 - CAPITAL PROJECTS FUND	420.00
600 - WATER FUND	8,360.57
610 - SEWER FUND	4,163.82
670 - SOLID WASTE FUND	8,986.99
Grand Total:	77,709.65

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63730	TELEPHONE	327.65
001-5-110-1-65060	OFFICE SUPPLIES	46.12
001-5-110-1-65407	DEPARTMENT SUPPLIES	21.98
001-5-140-1-67610	EROSION CONTROL	21.06
001-5-150-1-62300	MEETINGS/TRAINING	100.00
001-5-150-1-65407	DEPARTMENT SUPPLIES	43.99
001-5-210-2-61806	LUECK UNIFORMS	7.11
001-5-210-2-62300	MEETINGS/TRAINING	122.08
001-5-210-2-63320	VEHICLE REPAIRS	7,004.30
001-5-210-2-63730	TELEPHONE	428.56
001-5-210-2-65407	DEPARTMENT SUPPLIES	4,074.18
001-5-210-2-67621	STREET REHABILITATION	24,708.00
001-5-410-4-65060	OFFICE SUPPLIES	28.61
001-5-445-4-63327	MAINTENANCE	7,699.97
001-5-445-4-65407	DEPARTMENT SUPPLIES	134.66
001-5-460-4-63710	ELECTRICITY	426.63
001-5-460-4-64322	CONTRACTED SERVICES	678.61
001-5-460-4-65407	DEPARTMENT SUPPLIES	56.72
001-5-620-6-65060	OFFICE SUPPLIES	147.47
001-5-630-6-64200	ELECTIONS	2,534.79
001-5-650-6-63100	BUILDING MAINTENANCE	5,124.07
001-5-650-6-63324	MISC. EXPENDITURES	100.00
001-5-650-6-63710	ELECTRICITY	369.24
001-5-650-6-63730	TELEPHONE	178.31
001-5-650-6-65412	BUILDING SUPPLIES	51.86
110-5-210-2-64170	WINTER STREET MAINT...	317.30
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	1,025.00
301-5-723-8-64063	ENGINEERS FEES	420.00
600-5-810-9-61809	RECKER UNIFORMS	53.51
600-5-810-9-61814	HERBERS UNIFORMS	7.11
600-5-810-9-63710	ELECTRICITY	2,441.53
600-5-810-9-63730	TELEPHONE	50.01
600-5-810-9-65060	OFFICE SUPPLIES	22.00
600-5-810-9-65407	DEPARTMENT SUPPLIES	5,486.41
600-5-810-9-67274	CAPITAL IMPROVEMENT...	300.00
610-5-815-9-61810	MENKE UNIFORMS	7.11
610-5-815-9-61813	REICHER UNIFORMS	46.18
610-5-815-9-63320	VEHICLE REPAIRS	1,754.79
610-5-815-9-63730	TELEPHONE	240.12
610-5-815-9-64081	INSURANCE CLAIMS	750.00
610-5-815-9-65060	OFFICE SUPPLIES	21.99
610-5-815-9-65407	DEPARTMENT SUPPLIES	1,343.63
670-5-840-9-65060	OFFICE SUPPLIES	21.99
670-5-840-9-67200	CAPITAL IMPROVEMENT	8,965.00
Grand Total:	77,709.65	

Project Account Summary

Project Account Key	Expense Amount
None	77,709.65
Grand Total:	77,709.65



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT02120 - 01.05.26 Bills IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
RELIANCE STANDARD	01.2026	Police Insurance	001-5-110-1-61500	GROUP INSURANCE	310.14
ALLIANT ENERGY	12.15.25	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	76.07
ALLIANT ENERGY	12.19.25	Police Department Electricity	001-5-110-1-63710	ELECTRICITY	527.05
ALLIANT ENERGY	12.19.25	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	125.86
WINDSTREAM	12.2025	Police Phone	001-5-110-1-63730	TELEPHONE	137.93
PREFERRED HEALTH CHOICES...	0000008747	HRA Admin	001-5-110-1-64080	INSURANCE PREMIUM	35.00
Department 110 - POLICE Total:					1,212.05
Department: 130 - EMERGENCY MANAGEMENT					
MAQUOKETA VALLEY ELECTR...	12.2025	Tornado Siren Electricity	001-5-130-1-67275	EMERGENCY EQUIPMENT	53.50
Department 130 - EMERGENCY MANAGEMENT Total:					53.50
Department: 150 - FIRE					
MAQUOKETA VALLEY ELECTR...	12.2025	Fire - Electricity	001-5-150-1-63710	ELECTRICITY	434.42
T MOBILE	12.2025	Mobile Internet	001-5-150-1-63730	TELEPHONE	48.53
Department 150 - FIRE Total:					482.95
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	12.15.25	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	221.28
ALLIANT ENERGY	12.19.25	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	509.10
MAQUOKETA VALLEY ELECTR...	12.2025	Street Lights 2 Electricity	001-5-180-1-63710	ELECTRICITY	11.10
MAQUOKETA VALLEY ELECTR...	12.2025	Stop Lights Electricity	001-5-180-1-63710	ELECTRICITY	56.28
MAQUOKETA VALLEY ELECTR...	12.2025	Street Light Electricity	001-5-180-1-63710	ELECTRICITY	155.42
MAQUOKETA VALLEY ELECTR...	12.2025	Field of Dreams Electricity	001-5-180-1-63710	ELECTRICITY	62.81
MAQUOKETA VALLEY ELECTR...	12.2025	Castle Hill Lights Electricity	001-5-180-1-63710	ELECTRICITY	49.42
Department 180 - MISC. COMMUNITY PROTECTION Total:					1,065.41
Department: 210 - TRANSPORTATION					
ALLIANT ENERGY	12.19.25	Public Works - Electricity	001-5-210-2-63710	ELECTRICITY	436.89
T MOBILE	12.2025	Mobile Internet	001-5-210-2-63730	TELEPHONE	48.54
PREFERRED HEALTH CHOICES...	0000008747	HRA Admin	001-5-210-2-64080	INSURANCE PREMIUM	5.95
Department 210 - TRANSPORTATION Total:					491.38
Department: 410 - LIBRARY					
RELIANCE STANDARD	01.2026	Library Insurance	001-5-410-4-61500	GROUP INSURANCE	108.39
ALLIANT ENERGY	12.19.25	Library Electricity	001-5-410-4-63710	ELECTRICITY	1,169.08
PREFERRED HEALTH CHOICES...	0000008747	HRA Admin	001-5-410-4-64080	INSURANCE PREMIUM	15.00
Department 410 - LIBRARY Total:					1,292.47
Department: 430 - PARKS					
RELIANCE STANDARD	01.2026	Parks Insurance	001-5-430-4-61500	GROUP INSURANCE	25.67
ALLIANT ENERGY	12.15.25	Park Electricity	001-5-430-4-63710	ELECTRICITY	159.21
ALLIANT ENERGY	12.19.25	Park Electricity	001-5-430-4-63710	ELECTRICITY	382.28
WINDSTREAM	12.2025	Parks Phone	001-5-430-4-63730	TELEPHONE	49.61
PREFERRED HEALTH CHOICES...	0000008747	HRA Admin	001-5-430-4-64080	INSURANCE PREMIUM	2.50
Department 430 - PARKS Total:					619.27
Department: 445 - AQUATIC CENTER					
RELIANCE STANDARD	01.2026	Pool Insurance	001-5-445-4-61500	GROUP INSURANCE	25.67
ALLIANT ENERGY	12.19.25	Pool Electricity	001-5-445-4-63710	ELECTRICITY	164.31
PREFERRED HEALTH CHOICES...	0000008747	HRA Admin	001-5-445-4-64080	INSURANCE PREMIUM	2.50
Department 445 - AQUATIC CENTER Total:					192.48
Department: 460 - COMMUNITY CENTER					
ALLIANT ENERGY	12.15.25	Social Center Electricity	001-5-460-4-63710	ELECTRICITY	52.33
Department 460 - COMMUNITY CENTER Total:					52.33

Expense Approval Register

Packet: APPKT02120 - 01

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Department: 520 - ECONOMIC DEVELOPMENT					
ENGLISH PUB PROPERTIES	01-25 01.05.25	Building Facade Program	001-5-520-5-64315	ECONOMIC DEVELOPMENT	7,665.84
Department 520 - ECONOMIC DEVELOPMENT Total:					7,665.84
Department: 610 - MAYOR, COUNCIL & CITY ADM					
RELIANCE STANDARD	01.2026	P & A Insurance	001-5-610-6-61500	GROUP INSURANCE	45.69
Department 610 - MAYOR, COUNCIL & CITY ADM Total:					45.69
Department: 620 - CLERK, TREAS & FINANCE					
RELIANCE STANDARD	01.2026	Mayor/Council Insurance	001-5-620-6-61500	GROUP INSURANCE	9.43
Department 620 - CLERK, TREAS & FINANCE Total:					9.43
Department: 650 - CITY HALL & GEN BLDGS					
IOWA DEPT OF INSPECTIONS...	306386	Boiler Inspection	001-5-650-6-63100	BUILDING MAINTENANCE	120.00
ALLIANT ENERGY	12.15.25 406 13th Ave SE	Electricity - 406 13th Ave SE -...	001-5-650-6-63710	ELECTRICITY	46.97
ALLIANT ENERGY	12.19.25	City Hall Electricity	001-5-650-6-63710	ELECTRICITY	527.06
MAQUOKETA VALLEY ELECTR...	12.2025 Fire	Fiber Optic - Business Ultra	001-5-650-6-63730	TELEPHONE	399.45
WINDSTREAM	12.2025	City Hall Phone	001-5-650-6-63730	TELEPHONE	273.90
MAQUOKETA VALLEY ELECTR...	1215.25 FOD	Internet- Field of Dreams	001-5-650-6-63730	TELEPHONE	379.55
Department 650 - CITY HALL & GEN BLDGS Total:					1,746.93
Department: 660 - TORT LIABILITY					
PREFERRED HEALTH CHOICES...	0000008747	HRA Admin	001-5-660-6-64080	INSURANCE PREMIUM	1.75
Department 660 - TORT LIABILITY Total:					1.75
Fund 001 - GENERAL FUND Total:					14,931.48
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	12.15.25	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	516.29
ALLIANT ENERGY	12.19.25	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	1,187.87
Department 180 - MISC. COMMUNITY PROTECTION Total:					1,704.16
Department: 210 - TRANSPORTATION					
RELIANCE STANDARD	01.2026	Public Works Insurance	110-5-210-2-61500	GROUP INSURANCE	82.21
Department 210 - TRANSPORTATION Total:					82.21
Fund 110 - ROAD USE FUND Total:					1,786.37
Fund: 135 - DYERSVILLE TIF DIST FUND					
Department: 700 - DEBT SERVICE					
DYERSVILLE INDUSTRIES INC	25-08 2026	Tax Rebate - 594 6th Ave NW	135-5-700-5-68018	TAX REBATE	7,570.40
Department 700 - DEBT SERVICE Total:					7,570.40
Fund 135 - DYERSVILLE TIF DIST FUND Total:					7,570.40
Fund: 600 - WATER FUND					
Department: 810 - WATER					
RELIANCE STANDARD	01.2026	Water Insurance	600-5-810-9-61500	GROUP INSURANCE	80.84
ALLIANT ENERGY	12.19.25	Water Electricity	600-5-810-9-63710	ELECTRICITY	6,147.36
MAQUOKETA VALLEY ELECTR...	12.2025	Well 5 Electricity	600-5-810-9-63710	ELECTRICITY	2,710.04
T MOBILE	12.2025	Mobile Internet	600-5-810-9-63730	TELEPHONE	48.53
PREFERRED HEALTH CHOICES...	0000008747	HRA Admin	600-5-810-9-64080	INSURANCE PREMIUM	14.78
Department 810 - WATER Total:					9,001.55
Fund 600 - WATER FUND Total:					9,001.55
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
RELIANCE STANDARD	01.2026	Wastewater Insurance	610-5-815-9-61500	GROUP INSURANCE	97.15
ALLIANT ENERGY	12.11.25	Electrical Service - Sewer - F...	610-5-815-9-63710	ELECTRICITY	95.40
ALLIANT ENERGY	12.19.25	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	879.42
MAQUOKETA VALLEY ELECTR...	12.2025	Press Building Electricity	610-5-815-9-63710	ELECTRICITY	2,532.08
MAQUOKETA VALLEY ELECTR...	12.2025	Ind Park Lift Station Electricity	610-5-815-9-63710	ELECTRICITY	138.38
MAQUOKETA VALLEY ELECTR...	12.2025	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	1,398.90
T MOBILE	12.2025	Mobile Internet	610-5-815-9-63730	TELEPHONE	48.53

Expense Approval Register

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
PREFERRED HEALTH CHOICES...	0000008747	HRA Admin	610-5-815-9-64080	INSURANCE PREMIUM	10.27
				Department 815 - SEWER Total:	5,200.13
				Fund 610 - SEWER FUND Total:	5,200.13
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
RELIANCE STANDARD	01.2026	Solid Waste Insurance	670-5-840-9-61500	GROUP INSURANCE	14.19
MAQUOKETA VALLEY ELECTR...	12.2025	Compost Site Electricity	670-5-840-9-63710	ELECTRICITY	74.58
PREFERRED HEALTH CHOICES...	0000008747	HRA Admin	670-5-840-9-65060	OFFICE SUPPLIES	2.25
				Department 840 - SOLID WASTE Total:	91.02
				Fund 670 - SOLID WASTE FUND Total:	91.02
				Grand Total:	38,580.95

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	14,931.48
110 - ROAD USE FUND	1,786.37
135 - DYERSVILLE TIF DIST FUND	7,570.40
600 - WATER FUND	9,001.55
610 - SEWER FUND	5,200.13
670 - SOLID WASTE FUND	91.02
Grand Total:	38,580.95

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61500	GROUP INSURANCE	310.14
001-5-110-1-63710	ELECTRICITY	728.98
001-5-110-1-63730	TELEPHONE	137.93
001-5-110-1-64080	INSURANCE PREMIUM	35.00
001-5-130-1-67275	EMERGENCY EQUIPMENT	53.50
001-5-150-1-63710	ELECTRICITY	434.42
001-5-150-1-63730	TELEPHONE	48.53
001-5-180-1-63710	ELECTRICITY	1,065.41
001-5-210-2-63710	ELECTRICITY	436.89
001-5-210-2-63730	TELEPHONE	48.54
001-5-210-2-64080	INSURANCE PREMIUM	5.95
001-5-410-4-61500	GROUP INSURANCE	108.39
001-5-410-4-63710	ELECTRICITY	1,169.08
001-5-410-4-64080	INSURANCE PREMIUM	15.00
001-5-430-4-61500	GROUP INSURANCE	25.67
001-5-430-4-63710	ELECTRICITY	541.49
001-5-430-4-63730	TELEPHONE	49.61
001-5-430-4-64080	INSURANCE PREMIUM	2.50
001-5-445-4-61500	GROUP INSURANCE	25.67
001-5-445-4-63710	ELECTRICITY	164.31
001-5-445-4-64080	INSURANCE PREMIUM	2.50
001-5-460-4-63710	ELECTRICITY	52.33
001-5-520-5-64315	ECONOMIC DEVELOPM...	7,665.84
001-5-610-6-61500	GROUP INSURANCE	45.69
001-5-620-6-61500	GROUP INSURANCE	9.43
001-5-650-6-63100	BUILDING MAINTENANCE	120.00
001-5-650-6-63710	ELECTRICITY	574.03
001-5-650-6-63730	TELEPHONE	1,052.90
001-5-660-6-64080	INSURANCE PREMIUM	1.75
110-5-180-1-63710	ELECTRICITY	1,704.16
110-5-210-2-61500	GROUP INSURANCE	82.21
135-5-700-5-68018	TAX REBATE	7,570.40
600-5-810-9-61500	GROUP INSURANCE	80.84
600-5-810-9-63710	ELECTRICITY	8,857.40
600-5-810-9-63730	TELEPHONE	48.53
600-5-810-9-64080	INSURANCE PREMIUM	14.78
610-5-815-9-61500	GROUP INSURANCE	97.15
610-5-815-9-63710	ELECTRICITY	5,044.18
610-5-815-9-63730	TELEPHONE	48.53
610-5-815-9-64080	INSURANCE PREMIUM	10.27
670-5-840-9-61500	GROUP INSURANCE	14.19
670-5-840-9-63710	ELECTRICITY	74.58
670-5-840-9-65060	OFFICE SUPPLIES	2.25
Grand Total:		38,580.95

Project Account Summary

Project Account Key	Expense Amount
None	38,580.95

Project Account Summary

Project Account Key	Expense Amount
None	
Grand Total:	<u>38,580.95</u>



CITY COUNCIL

Lower Level Council Chambers
Monday, December 15, 2025
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

PRESENT Mayor Jeff Jacque, Council Member Mike English, Council Member Jim Gibbs, Council Member Mike Oberbroeckling, Council Member Mark Singsank, Council Member Tom Westhoff

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member Oberbroeckling to approve December 15, 2025 agenda as presented
Seconded by Council Member Gibbs.

Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

ORAL COMMENTS

APPROVAL OF CONSENT AGENDA

Motion made by Council Member Singsank to approve Seconded by Council Member Oberbroeckling.
Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

1. Approve Bills; 2. Approve Minutes City Council Meeting - December 1, 2025; **3. Receive & File Minutes** Planning & Zoning Commission Meeting - December 8, 2025; **4. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - November 11, 2025; **5. Blasting Permit** Bennett Explosives, Inc - January 2026; **6. Approve Cigarette/Tobacco Permit** Dyers Mart; **7. Resolution No. 127-25** approving the Final Plat of Dream Way Addition Plat 2, City of Dyersville, Delaware County, Iowa. Lot 3 of Westridge Estates 10th Addition in the City of Dyersville, Delaware County, Iowa; **8. Resolution No. 128-25** approving Final Plat of Vonderhaar Farm Subdivision, Dubuque County, Iowa. The West Half of the Southeast Quarter of the Southeast Quarter of Section 10, Township 89 North, Range 2 West of the 5th P.M., Dubuque County, Iowa; **9. Resolution No. 129-25** approving Plat of Survey of Parcel 2025-86 Part of the Northeast Fractional Quarter (NE FRL. 1/4) of the Northeast Fractional Quarter (NE FRL. 1/4) of Section Five (5), Township Eighty-Eight North (T88N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa; **10. Resolution No. 130-25** approving Final Plat of Lake View Estates #2, in the City of Dyersville, Iowa; **11. Receive and File** Bridge Connection Expense Report; **12. Request** Moser School of Dance & Gymnastics for a 2026-2027 contract; **13. Receive & File** Public Notice defining Reasonable Time for Snow and Ice Removal from Sidewalks; **14. Receive & File** Christmas Tree Pick Up Notice; **15. Receive & File** Staff Report - Police - December 2025; **16. Receive & File** Staff Report - Parks & Recreation - December 2025; **17. Receive & File** Staff Report - Library - December 2025; **18. Receive & File** Staff Report - Public Works - December 2025; **19. Receive & File** Staff Report - City Administrator - December 2025. The following bills were approved:

7 Hills West	Meeting	\$	75.00
Access Systems	Contract	\$	459.03
Ace Hardware	Supplies	\$	134.49
Airespring	Phone	\$	372.51
Alliant Energy	Electricity	\$	7,135.76
Amazon	Books	\$	2,271.37
Automatic Systems Co	Contracted Service	\$	175.00
Bi-County Disposal Inc	Garbage / Recycling	\$	27,307.50
Black Hills Energy	Natural Gas	\$	1,934.09

Blackstone Publishing	Books	\$	216.87
Blue Path Finance FC IV	Solar Energy	\$	1,876.13
Cengage Learning	Books	\$	326.31
Center Point Publishing	Books	\$	132.20
CJ Tire & Auto Repair	Vehicle Maintenance	\$	160.00
Clemen, Mary Jane	Refund	\$	100.00
Computer Doctors Inc	Computer Work	\$	4,500.00
Crescent Electric Supply	Supplies	\$	139.38
Dakota Supply Group	Supplies	\$	1,274.49
Delaware County Treasurer	Taxes	\$	82.00
Dubuque Fire Equipment Inc	Inspection	\$	253.00
Dyersville Area Chamber of Commerce	Dues	\$	175.00
Dyersville Commercial	Legal Notices/Ads	\$	1,269.84
English Pub Properties	Reimbursement	\$	14,873.16
Eocene Environmental Group	Engineer Fees	\$	3,351.86
Evelt, Chelsea	Refund	\$	100.00
Fareway Stores Inc	Program	\$	34.13
Feldmann, John	Refund	\$	100.00
Fuerste Carew Juergens & Sudmeier PC	Legal Fees	\$	546.00
Fun Express	Programs	\$	53.95
Giant Wash	Uniforms/Mats	\$	141.40
Grey House Publishing	Books	\$	123.75
Hansel Cleaning Services Llc	Contract	\$	1,000.00
Hawkins Water Treatment	Supplies	\$	1,715.74
Henry Legal & Mediation Services	Legal Fees	\$	702.00
Heritage Printing Co	Program	\$	49.00
Hoopla By Midwest Tape	Programs	\$	766.88
Imon Communications LLC	Fiber Optic Internet	\$	1,005.00
Ingram Library Services	Books	\$	498.99
Innovation Lab	Annual Support	\$	5,000.00
Iowa Municipal Finance Officers Assn	Certification Renewal	\$	75.00
J & J Lawn Care	Contracted Service	\$	14,295.60
J & L Lumber	Supplies	\$	337.11
Jam Systems & Midland Doors	Door Install	\$	681.02
John Deere Financial	Supplies	\$	441.35
Kanopy Inc	Program	\$	43.00
Kirkham Michael	Professional Services	\$	23,700.00
Kluesner, Scott or Amy	Sidewalk Replacement	\$	62.40
Koelker, Ron	Refund	\$	100.00
Library Ideas	Electronic Media	\$	2.50
Microbac Laboratories	Testing	\$	1,210.50
Midwest Breathing Air LLC	Supplies	\$	203.75
MM Mechanical	Maintenance	\$	300.75
Mobile Citizen	Hot Spots	\$	1,522.60
Morton Salt Inc	Street Salt	\$	11,000.69
Mr. Lock & Key	Service Call	\$	106.00
NAPA Auto Parts	Supplies	\$	46.99
Origin Design Co	Engineer Fees	\$	4,335.00
Overdrive	Electronic Media	\$	682.48
Pitney Bowes	Supplies	\$	63.90
Premier Window Cleaning	Contract	\$	368.00
Racom Corporation	Equipment	\$	486.89
Rapids Reproductions	Copies	\$	284.67

Rick's Lawn Mowing & Snow Removal	Snow Removal	\$	5,086.00
Scholastic Inc	Programs	\$	631.80
Streicher's	Uniforms	\$	82.99
T Mobile	Mobile Internet	\$	194.13
Tauke Motors	Vehicle Maintenance	\$	84.53
TJ Cleaning Services	Cleaning Services	\$	1,450.00
Us Bancorp	Lease	\$	9,410.06
Usa Blue Book	Supplies	\$	1,817.90
Verizon Wireless	Phone	\$	21.06
Vonderhaar, Shirley	Program	\$	60.70
Wandsnider, John	Reimbursement	\$	28.00
Willenbring, Alycia	Programs	\$	109.26
Windstream	Phone	\$	128.44

001 - General Fund	\$	67,208.93
002 - Library Trust Fund	\$	3,526.80
110 - Road Use Fund	\$	15,243.34
112 - Trust and Agency Fund	\$	400.00
301 - Capital Projects Fund	\$	31,733.93
600 - Water Fund	\$	7,578.44
610 - Sewer Fund	\$	6,585.03
670 - Solid Waste Fund	\$	27,610.43
Grand Total:	\$	159,886.90

ACTION ITEMS

20. 6:00 P.M. Public Hearing on amendment of current city budget for fiscal year ending June 30, 2026

Motion made by Council Member English to open public hearing Seconded by Council Member Westhoff.

Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

With there being no written or oral comments motion made by Council Member Singsank to close public hearing Seconded by Council Member Gibbs.

Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

21. Resolution No. 131-25 adopting amendment of current city budget for fiscal year ending June 30, 2026

Motion made by Council Member Oberbroeckling to approve Seconded by Council Member Singsank.

Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

22. Ordinance No. 874 amending Sections 92.02 and 92.03 of the Code of Ordinances of Dyersville, Iowa, by Revising Charges and Fees for the Use of Water, Third Reading

Motion made by Council Member Oberbroeckling to waive Seconded by Council Member Gibbs.

Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

Motion made by Council Member Singsank to approve Seconded by Council Member English.

Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

23. Ordinance No. 875 amending Section 99.01 of the Code of Ordinances of Dyersville, Iowa, by Revising Charges and Fees for Sewer Service Charges, Third Reading

Motion made by Council Member Oberbroeckling to waive Seconded by Council Member Gibbs.

Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

Motion made by Council Member English to approve Seconded by Council Member Westhoff.
Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

24. Resolution No. 132-25 establishing the Fee for Collection of Residential Solid Waste and Recyclables

Motion made by Council Member Oberbroeckling to approve Seconded by Council Member Singsank.
Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

25. Resolution No. 133-25 awarding contract for the 1st Avenue West Resurfacing 2026 Project

Motion made by Council Member Singsank to approve Seconded by Council Member Oberbroeckling.
Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

26. Resolution No. 134-25 approving and awarding a demolition quotation for a dangerous building at 703 2nd Avenue SW

Motion made by Council Member Oberbroeckling to approve Seconded by Council Member English.
Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

27. Resolution No. 135-25 approving an agreement for Engineering Services between the City of Dyersville and HDR Engineering, Inc. for 2026 BUILD Grant Preparation and Submittal for the 12th Ave SW and 13th Ave SE Connector Over North Fork Maquoketa River Project

Motion made by Council Member Singsank to approve Seconded by Council Member Oberbroeckling.
Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

28. Resolution No. 136-25 accepting the completion of the 20 West Industrial Center, Phase 3 Contract D Project

Motion made by Council Member Oberbroeckling to approve Seconded by Council Member Gibbs.
Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

29. Authorize Mayor to Sign Contract Payment No. 7 FINAL to Dave Schmitt Construction in the amount of \$13,962.44 for 20 West Industrial Center, Phase 3 - Contract D - Storm Sewer, Paving, and Lighting

Motion made by Council Member Oberbroeckling to approve Seconded by Council Member Singsank.
Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

Council Member Singsank left the meeting at 7:04 pm

30. Oath of Office for Mayor, Jeff Jacque, Council Member Mike Oberbroeckling-Ward 3, Council Member Scott DeSousa-Ward 1, and Council Member Norm Pottebaum-At Large

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member Westhoff to adjourn at 7:12 pm Seconded by Council Member Gibbs.
Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nays: None Motion carried.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer



PARKS & RECREATION

Lower Level Council Chambers
 Wednesday, December 17, 2025
 6:00 PM

MINUTES

ROLL CALL

Meeting was called to order by Matt Unga at 6:01 P.M.

PRESENT

Jason Lang, Jon Scherbring (arrived at 6:04 P.M.), Sarah Goldsmith, Matt Unga, Tim Kronlage, Eric Oberbroeckling

ABSENT

Casey Frye

APPROVAL OF AGENDA

Unga asked for review and approval of the agenda. Motion made by Lang, seconded by Kronlage.

Voting Yea: Lang, Goldsmith, Unga, Kronlage, Oberbroeckling

AGENDA ITEMS

1. **Approve** Meeting Minutes - November 19, 2025

Unga asked for comments or changes and there were none. Motion made by Lang, seconded by Kronlage.

Voting Yea: Lang, Goldsmith, Unga, Kronlage, Oberbroeckling

Motion Carried

2. **Receive & File** Director's Report - November 2025

Unga asked for comments or changes and there were none. Motion made by Lang, seconded by Goldsmith.

Voting Yea: Lang, Goldsmith, Unga, Kronlage, Oberbroeckling

Motion Carried

3. Soccer Rules

The Commission went over the soccer rules for Kindergarten to 8th grade. Adjustments were made with net sizes, equipment, where coaches/assistants can be on the field, and consequences for unacceptable behavior by coaches and spectators.

It was recommended that no two teams have the same shirt color. Huehnergath was going to look into this. Motion made by Lang to close discussion on this topic, seconded by Goldsmith.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

4. Kindergarten Soccer Fields

It was recommended to keep the kindergarten soccer fields at their current size (50 yds x 30 yds). Motion made by Lang to close discussion on this topic, seconded by Goldsmith.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

5. Kindergarten Soccer Goals

It was recommended that we reduce the size of the soccer goals for Kindergarten Soccer to 5 ft x 10 ft or a similar size. Motion made by Lang to close discussion on this topic, seconded by Goldsmith.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

6. All Girls Soccer Program - 3rd/4th Grade

There was much discussion as to whether or not we'd like to add 3rd/4th Grade All Girls Soccer. There was some concern as to whether or not we'd have enough players. They decided to try it and if there weren't enough players, we wouldn't be able to have it. Motion made by Goldsmith to close discussion on this topic, seconded by Lang.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

7. All Girls Soccer Program - Senior League

The Senior League was very competitive this year. A few parents asked about an All Girls League for this age level. After much discussion it was decided to leave the league as it currently stands. Motion made by Scherbring to close discussion on this topic, seconded by Goldsmith.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

8. Westside Playground Equipment Update

Huehnergarth gave an update on the Westside Park playground equipment. The mayor has been working with a donor. There is a 75% probability that the donor will donate \$250,000 - \$300,000. The donor would like to stay anonymous at this time. They would like to make it a family legacy and have naming rights. They have contacted Boland Recreation to help with the design. Boland Recreation has done other work for us in the parks. (Kronlage left the meeting at 7:32 P.M.)

Goldsmith asked about the design that was previously presented to the council. Huehnergath said it was not approved. The council thought it was a great idea, but they need more information and pricing. The commission is unsure if this donation will give us an all inclusive playground. There were questions as to whether or not the city would be able to contribute funds or if a fundraiser would be a possibility. Any of these plans need to be approved through the city council. The commission would also like to have some input into the design. In addition, Goldsmith said she already had a few possible donors for the sewer and other work. Would it be possible to do a work session so we can all be on board with this project and get some sort of time line for this project? Huehnergath will inquire on this process. Motion made by Lang to close discussion on this topic, seconded by Oberbroeckling.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Oberbroeckling

Motion Carried

9. Commission Member Comments

There were no comments.

10. Set Next Meeting Date for Wednesday, January 21, 2025 at 6:00 P.M.

ADJOURNMENT

The meeting was adjourned at 7:47 P.M. on a motion made by Lang, seconded by Oberbroeckling.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Oberbroeckling

Motion Carried



December 17, 2025

Sandy Oberbroeckling

Date

December 1, 2025

Honorable Mayor and Dyersville City Council
340 1st Ave. E.
Dyersville, Iowa 52040

**Application for Appointment
As Official Newspaper for Dyersville, Iowa**

To the Honorable Mayor and Council Members of Dyersville, Iowa:

The undersigned, being the Publisher of the **Dyersville Commercial**, a newspaper of general circulation that has been established and published regularly, both hand delivered by carrier and mailed through the post office for more than two years, and which has had for more than two years a bona fide paid circulation recognized by the postal laws and regulations of the United States, and which papers are delivered for the same by the Publisher/General Manager, said newspaper being published in **Dyersville, in Dubuque County, Iowa**, does hereby respectfully request your Honorable Board to select and designate the **Dyersville Commercial**, the official newspaper of **Dyersville, Iowa**, for the upcoming year.

This will authorize the **Dyersville Commercial** to continue to publish the official public notices and required legal documents of the city, meeting the requirements as established by the State of Iowa.

Thank you for your consideration. We hope to continue to serve you and our area well again in the new year.

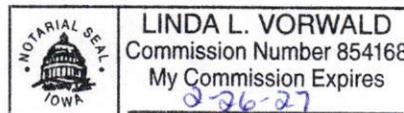
Respectfully submitted,

Beth Lutgen
Woodward Communications, Inc.

dba: Dyersville Commercial
223 1st Ave. E.
Dyersville, Iowa 52040

Subscribed and sworn to before me by Beth Lutgen, this 1st day of December, 2025.

Linda L. Vorwald
Notary Public in and for Dubuque County, Iowa





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

I, Tricia L. Maiers, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially to the best of my ability, discharge all the duties of the office of City Clerk / Treasurer, of the City of Dyersville, as now and hereafter required by law.

Tricia L. Maiers

Pursuant to the legal requirements, I certify that Tricia L. Maiers has qualified for the office of City Clerk by taking the oath of office by me.

Jeff Jacque, Mayor

Date: January 5, 2026



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

I, Brent Schroeder, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially to the best of my ability, discharge all the duties of the office of Police Chief, of the City of Dyersville, as now and hereafter required by law.

Brent Schroeder

Pursuant to the legal requirements, I certify that Brent Schroeder has qualified for the office of Police Chief by taking the oath of office by me.

Jeff Jacque – Mayor

Date: January 5, 2026

Business Information

Name of Legal Entity: EAST IOWA STORES INC

FEIN: XX-XXX0100

Business Type: Corporation

This business is registered with the Secretary of State.

Business Number of Secretary of State: 768579

Premises Information

Premises DBA: DYERS MART

Premises Address: 1021 2ND AVE SE DYERSVILLE IA 52040-2226

Premises Type: Convenience Store

Number of Floors: 1

Control of Premises: Lease

The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business. This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.

1800

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?

No

License Information

Effective Date: 15-Jan-2026

Length of License Requested: 12MONTH

Endorsements

Item 9.

Local Authority: City of Dyersville

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	AKHTAR, ZAHID	SSN	***-**-8377	03-Jun-19 70		347 WATCHOGU E ROAD STATEN ISLAND NY 10314	100.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: ZAHID AKHTAR

Phone Number: (929) 587-5129

Email Address: eastiowastores@gmail.com

Address: 1021 2ND AVE SE DYERSVILLE IA 52040-2226

Bond

Do you want to add a bond for this permit?

Yes

Bond Policy Number: 66464677

Issued Date: 15-Dec-2025

Select the Bond Company you are using. If you do not see your company, check the 'The bond company I'm using is not listed' box and you will be prompted to enter the company information in the next step.

AUTOOWNERS

Premises Hours

Is the premises open 24/7?

No

Item 9.

Store Hours Description:
MONDAY TO SUNDAY 6AM TO 2AM

Deliveries Hours

Are deliveries able to be received 24/7?
No

Delivery Hours Description:
7am to 9pm

Automatic Renewal Enrollment

Do you wish to enroll in the Automatic Renewal Program at this time?
No

Attestation Information

Attestation Name: ZAHID AKHTAR

Attestation Date: 18-Dec-2025



Kim Reynolds, Governor
Chris Cournoyer, Lt. Governor

Mary Mosiman, Director

Dear I-PLEDGE Partner,

The Iowa Department of Revenue (the Department) invites you to participate in the I-PLEDGE Tobacco, Alternative Nicotine, and Vapor Product Enforcement Program.

What should you do?

Become an I-PLEDGE partner for FY2026 (July 1, 2025 - June 30, 2026):

- review the enclosed 28E Agreement
- verify the contact information for your agency
- sign and submit the agreement

Once the agreement is fully executed, a copy of the agreement and the *I-PLEDGE Tobacco, Alternative Nicotine, and Vapor Product Enforcement Handbook* will be available on the GovConnectIowa Law Enforcement Portal.

What you should know:

Within the Law Enforcement portal, the Department will assign a list of retailers to your agency. One compliance check at each tobacco, alternative nicotine, and vapor product retailer during FY2026 is required, with an additional compliance check conducted on any retailer that fails the first check. The 28E Agreement details the dates by which compliance checks need to be performed.

Iowa law reflects the federal minimum age to purchase. The state minimum age to purchase tobacco, alternative nicotine, and vapor products is 21 years of age. Underage purchasers from the age of 16 to 20 years old may be used in the program. If using multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16 to 20 year old underage purchasers are used when feasible.

Alternative nicotine and vapor products are age-restricted pursuant to Iowa Code section 453A.2 and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

Questions?

Contact 515-281-7434 or iapledge@iowa.gov with questions regarding the enclosed agreement.

Sincerely,

Jessica Ekman, Executive Officer
Alcohol & Tax Compliance Division

This agreement ("Agreement") is made and entered into on the Effective Date by and between the Iowa Department of Revenue ("IDR"), and DYERSVILLE POLICE DEPARTMENT ("Department"), collectively referred to as "Parties." The parties agree as follows:

Item 10.

SECTION 1. IDENTITY OF PARTIES

- 1.1 **IDR.** IDR is an agency of the State of Iowa which is authorized, pursuant to Iowa Code chapter 453A and a contract with the Iowa Department of Health and Human Services, to provide enforcement for Iowa's tobacco, alternative nicotine, and vapor products laws. IDR's address for the purposes of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly-recognized Iowa law enforcement agency. The Department's address is: 338 1ST AVE E DYERSVILLE IA 52040-1203.

SECTION 2. PURPOSE. Parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine, and vapor product enforcement activities in compliance with Iowa Code section 453A.2. The legal authority for this Agreement is Iowa Code chapter 28E, Iowa Code section 453A.2, and BHTHPTR26036 Contract between the Iowa Department of Health and Human Services and Iowa Department of Revenue.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2026, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code section 28E.8, IDR shall electronically file the Agreement with the Iowa Secretary of State, after the Parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine, and vapor product enforcement of Iowa Code chapter 453A.

5.1.2 **Compliance Checks.**

5.1.2.1 "Compliance Check" or "Compliance Checks" means activity to enforce tobacco, alternative nicotine, and vapor product laws in accordance with Iowa Code section 453A.2 within the jurisdiction of the Department. Compliance Check also may include enforcement of Iowa Code section 453A.2 within additional jurisdictions upon agreement of the Parties. IDR shall make available to the Department the location of each tobacco, alternative nicotine, and vapor product permit holder subject to a Compliance Check by the Department at <https://govconnect.iowa.gov/TAP/LawEnforcement/>.

5.1.2.2 The Department shall perform one (1) **Compliance Check** of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine, and vapor products are age-restricted pursuant to Iowa Code section 453A.2 and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

5.1.2.3 **The Department shall not begin to conduct any retailer Compliance Checks until October 1st, 2025.**

- 5.1.2.4 The Compliance Check shall be completed and submitted for reimbursement to IDR by **February 15, 2026**. The Department should try to complete a Compliance Check of all seasonal businesses, such as golf courses, marinas, and bait shops, before the businesses close for the 2025 business year, but not before October 1, 2025. If the Department is unable to complete the Compliance Checks on seasonal businesses prior to the businesses close for the 2025 business year, the Department shall work with IDR to establish a plan for completing these Compliance Checks.
- 5.1.2.5 The Department shall conduct a second Compliance Check on any retailer that is found to be non-compliant during the first inspection. The second Compliance Check on the non-compliant retailer shall be completed and entered no later than **May 15, 2026**.
- 5.1.2.6 Clerks that fail Compliance Checks shall be ticketed criminally.
- 5.1.2.7 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine, and vapor product permit to the retailer where the offense was committed.
- 5.1.2.8 If the Department fails to complete and submit reimbursement for Compliance Checks to IDR by **February 15, 2026**, IDR will consult with the Department to establish a plan for completing the remaining Compliance Checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining Compliance Checks.
- 5.1.3 **Underage Purchaser Volunteers**. Utilization of underage purchaser volunteers is strongly encouraged, where feasible. The Department may compensate the underage purchasers involved in the Compliance Checks in a manner consistent with Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) **will not allow underage purchasers under the age of sixteen** to be used to conduct Compliance Checks. Please ensure that the officers assigned to conduct the Compliance Checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform Compliance Checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.
- 5.1.4 **Routine Enforcement**. In addition to conducting Compliance Checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.
- 5.1.5 **Civil Proceedings**. The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine, and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but shall not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 **Compliance Reports**. The Department shall provide monthly reports to IDR in the manner prescribed by IDR.
- 5.1.7 **Miscellaneous**. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine, and vapor product enforcement activities. The Department shall provide all office space, equipment, and personnel necessary to conduct tobacco, alternative nicotine, and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.

5.2 **Responsibilities of IDR.**

- 5.2.1 **Enforcement Guidance.** IDR shall provide guidance on tobacco, alternative nicotine, and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement. Item 10.
- 5.2.2 **Payment.** IDR shall pay the Department in the manner described in Section 6 of this Agreement.
- 5.2.3 **Cooperation.** If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine, and vapor product enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- 5.2.4 **Insurance, Benefits, and Compensation.** IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 **Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported Compliance Check. The flat fee payment for each Compliance Check constitutes the full and exclusive remuneration for the Compliance Checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 **Eligible Claims.** Compliance Checks that are conducted on or after October 1, 2025 are eligible for payment provided that the results are reported in accordance with Section 5. Any Compliance Checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 **Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.4 **Payment in Arrears.** IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

SECTION 7. ADMINISTRATION OF AGREEMENT. IDR and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. IDR and the Department, in connection with the performance of

the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

Item 10.

- 10.1 **Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- 10.2 **Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:
- 10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
 - 10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;
 - 10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
 - 10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;
 - 10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.
- 10.3 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
- 10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;
 - 10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;
 - 10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;
 - 10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
- 10.4.1 Immediately terminate the Agreement without additional written notice; or,
 - 10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

SECTION 11. CONTACT PERSON. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 12. CONTRACT ADMINISTRATION.

Item 10.

- 12.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of parties. All amendments to the Agreement must be fully executed by the parties.
- 12.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.
- 12.3 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.
- 12.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
- 12.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 12.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 12.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 12.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.
- 12.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any 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 breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.
- 12.10 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:
 - 12.10.1 At the time it is actually received; or,
 - 12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - 12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR

Name: Jessica Ekman

Title: Tobacco Program Coordinator

Address: 1918 SE Hulsizer Road

City, State Zip Code: Ankeny, Iowa 50021

Item 10.

Phone Number: (515) 281-7434

E-mail Address: jessica.ekman@iowa.gov

Party: _____

Name: _____

Title: _____

Address: _____

City, State Zip Code: _____

Phone Number: _____

E-mail Address: _____

- 12.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.
- 12.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 12.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 12.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
 - 12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.
 - 12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 12.15 **Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- 12.16 **Record Retention and Access.** The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any pertinent books, documents, papers, electronically or optically stored and created records, or other records of the Department relating to invoices or

payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records. Based on the audit findings, IDR reserves the right to address Department's board or other managing entity regarding performance and expenditures. Item 10.

- 12.17 **Additional Provisions.** The parties agree that any Addendum, Rider, or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 12.18 **Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 13. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa Department of Revenue

DYERSVILLE POLICE DEPARTMENT

Name:

Name:

Title:

Title:

Signature Date:

Signature Date:

FY27 Budget Work Session Schedule

February	2	Council Meeting
February	9	TBD Planning & Zoning Meeting
February	16	Council Meeting followed by Budget Work Session <ul style="list-style-type: none"> ✓ Public Safety - Police, Fire, Emergency Management & Bi-County Ambulance ✓ Culture & Recreation - Library & Parks and Recreation
February	23	Budget Work Session <ul style="list-style-type: none"> ✓ Health & Social Services ✓ General Government - Policy & Administration / Economic Development ✓ Debt
March	2	Council Meeting followed by Budget Work Session <ul style="list-style-type: none"> ✦ Set Date for Proposed Property Tax Hearing for March 23, 2026 ✓ Public Works ✓ Water, Sewer & Solid Waste ✓ Capital Improvements ✓ Revenue
March	5	Must have Property Tax Levy Hearing uploaded in Budget System by 4 pm
March	9	TBD Planning & Zoning Meeting
March	15	County Auditor mails the Budget Notice
March	16	Council Meeting
March	23	✦ Special Council Meeting Public Hearing on Proposed Property Tax Hearing for FY27 Budget Budget Work Session - Complete Budget Review @ 6:15 PM
March	30	
April	6	Council Meeting <ul style="list-style-type: none"> ✦ Set Date of Public Hearing for FY26 Budget for April 20, 2026
April	13	TBD Planning & Zoning Meeting
April	20	Council Meeting <ul style="list-style-type: none"> ✦ Public Hearing Resolution to Approve FY27 Budget
April	27	
April	30	Budget DEADLINE!

***All meetings start at 6:00 PM unless noted.**



[Business Development](#) | [Live Here](#) | [Work Here](#) | [Who We Are](#)

DECEMBER 2025 NEWSLETTER



Reflecting on 30 Years of Service

A Letter from Rick Dickinson

As I prepare to step down after 30 years as President & CEO of Greater Dubuque Development Corporation, I find myself reflecting with gratitude on the journey that has brought me here and the community that has shaped my life's work.

[Read Rick Dickinson's full letter on our website](#)

Business Services

YOUR BUSINESS can be great here.



Economic Development & Finance Authority

Housing Development

Redevelopment Tax Credits Awarded to Five Dubuque Projects

Five Dubuque redevelopment projects were awarded funding through the Iowa Economic Development Authority's 2025 Redevelopment Tax Credit Program, securing 21.7% of the total dollars awarded statewide.

The competitive program received 51 applications from across Iowa, with only [25 projects selected for funding](#). All five Dubuque applications were successful, reflecting the strength of the projects and the collaborative efforts supporting them.

Collectively, the Dubuque projects received \$4.13 million in tax credits to support the redevelopment of vacant, underutilized, and environmentally challenged properties into new housing, commercial space, and community amenities. Our team plays a supporting role where needed with these projects, assisting with application refinement, coordination, and ongoing project support.

[Read the full story and project details on our website](#)



Interested in learning more about redevelopment tax credits?

Contact Daniel McDonald, Director of Existing Business, at 563-557-9049 or danielm@greaterdubuque.org



Jason White, VP of Business Services of Greater Dubuque Development (left) with Wesley Wedewer, DPT, OCS, SCS, FAAOMPT – Physical Therapist of Physical Therapy Solutions (right).

Business Expansions

Physical Therapy Solutions Settles in to New Facility

Congratulations to Physical Therapy Solutions on their November 18th open house to celebrate the opening of their new 6,300-square-foot facility in Dubuque’s south end. The move marks a significant expansion from their previous 1,100-square-foot space and reflects continued growth and investment in the community.

[Learn more about Physical Therapy Solutions expansion in our May 21, 2025 article](#)



Interested in learning more about expanding your business in our market?

Contact Jason White, Vice President of Business Services, at 563-557-9049 or jasonw@greaterdubuque.org



Entrepreneurs based in Dubuque County who took part in the 2024 Dubuque County Business Competition. Photo courtesy of The Innovation Lab.

Entrepreneurship Cultivation

Dubuque County Business Competition Applications Now Open

Entrepreneurs across Dubuque County are invited to apply for the [Dubuque County Business Competition](#), organized by The Innovation Lab and powered by Dupaco Credit Union. Now in its third year, the competition brings together startups, existing businesses, funders, and mentors to help entrepreneurs launch or grow their ventures.

Selected participants will compete on February 5, 2026, with each entrepreneur receiving \$250 in seed funding and a chance to share in \$20,000 of additional funding. Participants will also receive mentorship and guidance from industry experts to help refine business strategies and strengthen pitches.

Applications are due January 10.

[Learn more and apply through The Innovation Lab](#)

Workforce Solutions

YOUR GROWTH can be great here.



In November, Greater Dubuque Development hosted the Professional Developers of Iowa Board in Dubuque for their annual two-day retreat.

Leadership in the Field

PDI Board Retreat Brings Statewide Economic Development Leaders to Dubuque

The Professional Developers of Iowa (PDI) held its annual two-day board retreat in Dubuque in November, focusing on strategic planning, legislative priorities, and strengthening Iowa’s economic development capacity. The retreat marked the first under the leadership of Nic Hockenberry, Director of Workforce Programming at Greater Dubuque Development and PDI Board President for the coming year.

[Read more about the retreat and our role in statewide economic development leadership](#)



Interested in learning more about the Professional Developers of Iowa?

Contact Nic Hockenberry, Director of Workforce Programming, at 563-557-9049 or nicolash@greaterdubuque.org



Scenes from our December 3rd Future Leadership Team meeting held at Greater Dubuque Development’s boardroom.

Leadership Development

Future Leadership Team Examines Housing as a Workforce Priority

At its December meeting, Greater Dubuque Development’s Future Leadership Team focused on housing availability and affordability as a critical factor in workforce recruitment, retention, and growth. Using data from the [2025 Dubuque County Housing Needs Assessment](#), the group explored how current housing options impact both young professionals and working families.

The [Future Leadership Team](#) is a 30-member cohort of emerging and mid-career leaders who serve staggered terms and provide insight and feedback to Greater Dubuque Development’s board and management team on both short- and long-

term strategies. Through focused, topical discussions, the team helps inform regional approaches to workforce and economic development challenges. One member of the Future Leadership Team serves as a voting member of the Greater Dubuque Development Board of Directors.

[Learn more about the meeting and key takeaways on our website](#)



Interested in learning more about our Future Leadership Team?

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org



Scenes from Distinctively Dubuque classes held in 2025 including a night 1 welcome from City of Dubuque Mayor Brad Cavanagh (left), a night 5 group photo a top the Dupaco Voices Building (center), and alumni connections being made at our summer alumni meetup at Steeple Square (right).

Newcomer Program

That's a Wrap! 2025 Distinctively Dubuque Year End Highlights

This year's Distinctively Dubuque program introduced 117 newcomers to the people, places, and opportunities that make the Greater Dubuque region one where **YOU can be great here**. Sessions incorporated new venue partnerships, new local food experiences, and insights from more than 20 community experts, including Dubuque Main Street's new Executive Director, David Barba, who bought updates on Central Avenue revitalization efforts to the class for the first time.

Also new this year, a summer alumni gathering drew 42 participants, reflecting the ongoing value of the program’s connections. [Registration for all 2026 sessions of Distinctively Dubuque is now open](#), with the first session kicking off on January 28, 2026.

[Read our full 2025 Distinctively Dubuque wrap up and learn more about 2026 sessions](#)



Interested in learning more about Distinctively Dubuque?

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org



College Outreach

University of Iowa Career Trek Program Visits Dubuque

On Friday, November 14, we welcomed 21 University of Iowa students to Dubuque as part of their Career Trek program, introducing them to sustainability-focused careers and quality-of-life opportunities in the Greater Dubuque region. The visit included presentations showcasing Dubuque’s leadership in innovation, sustainability, and community resilience.

University of Iowa students gather with alumni Hannah Lyons (far left) and Greater Dubuque team member Mandi Dolson (fourth from right) in the Caradco Building courtyard.

[Read more about the University of Iowa’s Career Trek Program Day in Dubuque](#)



Interested in learning more about our college outreach efforts?

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org

AccessDubuqueJobs.com Update

YOUR SUPPORT can be great here.

Invest in AccessDubuqueJobs.com and receive unlimited access to the top regional jobs site, over 10,000 resumes, expert assistance from our Workforce Solutions team, and a suite of newcomer service tools. Your investment powers these services, supports our college engagement efforts, and fuels outreach to job seekers in our market and beyond.

New Investors

- Dyersville Die Cast
- The Wanderwood Gardens

Renewed Investors

- 1800TShirts
- Diamond Jo Casino/Boyd Gaming

Renewed Investors, cont'd

- Dubuque Montessori Schools
- Eagle Point Solar
- Eide Bailly LLP
- EIMCo Inc.
- Fastenal Company
- Klauer Manufacturing Company
- Rousselot, Inc.
- Sisters of Charity, BVM



Interested in becoming a Workforce Solutions Investor?

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org



AccessDubuqueJobs.com is made possible through a partnership between TH Media and Greater Dubuque Development Corporation.

Community Information

YOUR LIFE can be great here.



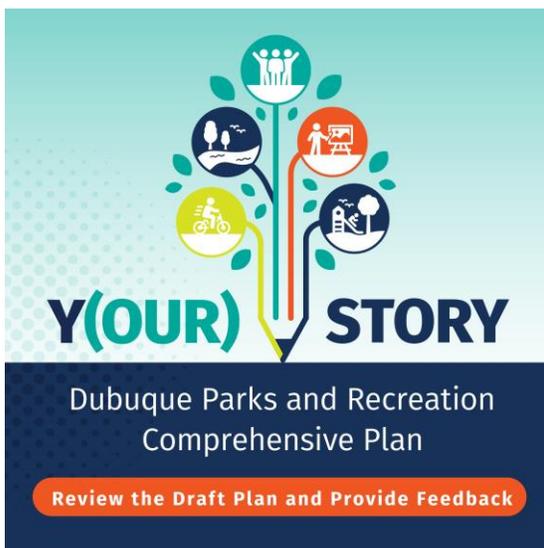
Photo courtesy of Dubuque Area Labor Management Council.

Community News

Congratulations to Derek Duehr

Congratulations to Derek Duehr, a member of the Greater Dubuque Development Executive Committee, on receiving the 2025 Community Service Award from the Dubuque Area Labor Management Council. The award was presented at the Council’s annual awards banquet in recognition of his leadership and service to the community.

[Learn more >](#)



Community News

City of Dubuque Seeks Input on Parks & Recreation Master Plan

The City of Dubuque invites residents to review the draft Y(O)ur Story Dubuque Parks & Recreation Comprehensive Plan and share feedback by January 5, 2026. Community input will help guide parks and recreation priorities for the next decade and beyond.

[Learn more and submit input >](#)



Community News

Dubuque Winter Farmers Market Schedule Update

Due to the holiday season, Saturday, December 20 will be the final Dubuque Winter Farmers Market of 2025. The market returns on Saturday, January 3, welcoming the new year with locally sourced produce, baked goods, and more at its Kennedy Mall location in the northwest corner of the main concourse, next to Hibbett's Sports.

[Learn more >](#)



Upcoming Religious Holidays & Cultural Observances

Now-December 24 | Advent

Now-December 22 | Hanukkah (Jewish)

December 21 | Winter Solstice

December 24 | Christmas Eve

December 25 | Christmas

December 26-January 1 | Kwanzaa

December 29 | Wounded Knee Day

December 31 | New Year's Eve

January 1 | New Year's Day

January 3 | Mahayana New Year (Buddhist)

January 6 | Epiphany/Theophany (Christian)

January 14 | Makar Sankranti (Hindu)

YOU Can Be Great Here Campaign

Our sights are set on 5 goals through 2027.

Grow our regional workforce to over 64,000 jobs.

Support median household income to reach \$76,000.

Encourage and facilitate \$1 billion of new construction.

Reduce regional poverty by 5%.

Reach a population of 105,000 in the Greater Dubuque region.

[View Progress](#)

View past issues of the newsletter [here](#).





YOU can be great here.

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Our mailing address is:

Want to change how you receive these emails?
You can [update your preferences](#) or [unsubscribe](#)

Keep Iowa Beautiful®

KEEP AMERICA BEAUTIFUL AFFILIATE

December 2025 Newsletter



Photo Credit: “Potter’s Mill”, Scott Hoag from Dewitt, 2nd Place Hometown Pride

Does your community have an enhancement project in mind?



The Paint Iowa Beautiful grant program offers free paint to grant recipients to help communities update and maintain public spaces, from gathering places to everyday landmarks.

In partnership with Diamond Vogel, the program has helped towns across Iowa complete meaningful, community-led projects for more than 22 years.

The **2026 grant application is now open** for nonprofit, public, and private groups. Projects that engage volunteers or youth are encouraged.

Applications are due **February 12, 2026**.

[**Apply for a Paint Iowa Beautiful Grant!**](#)



Close the year with an investment in Iowa's communities!



As the year ends, we invite you to reflect on the places that bring Iowans together. Our main streets, parks, trails, and public spaces are essential to civic life and community connection. Through volunteer-driven enhancement programs, Keep Iowa Beautiful works alongside communities to care for these shared spaces and strengthen hometown pride across the state.



Your year-end gift helps empower Iowans to create vibrant communities by supporting local leadership, resident engagement, and hands-on projects that improve public spaces. Together, communities across Iowa are painting, planting, restoring, and maintaining the places that contribute to quality of life and civic pride.

This work reflects our vision of a thriving Iowa supported by strong local leadership, beautiful public spaces, and engaged residents. When you support Keep Iowa Beautiful, you are investing in practical solutions that help communities work together to care for the places they call home.

Keep Iowa Beautiful.

It is more than our name. It is a shared commitment to Iowa's communities and future.

[Make Your Year-End Gift Today](#)

Ready to Join Hometown Pride?



Applications are now open for the next round of Hometown Pride communities. Keep Iowa Beautiful’s Hometown Pride program uses a **research-based approach** and hands-on coaching to help Iowans transform their towns. So far, 118 Iowa communities have taken part.

Interested communities can submit a statement of interest on the Keep Iowa Beautiful website by February 6, 2026. Before you begin, contact **Lorin Ditzler** at lditzler@keepiowabeautiful.com to see if Hometown Pride is a good fit and to learn more about the process.

[Hometown Pride Application Information](#)



#HometownPride Highlights



New Community Signage in Earlville

Earlville Hometown Pride, in partnership with the Earlville Community Club, recently completed a year-long signage project that is already making a visible impact throughout the community.



New banners now line the light poles along Earlville’s main street, and two large welcome signs have been installed at the north end of town. The designs reflect a patriotic theme and celebrate Earlville’s beloved fireworks tradition.

The project was made possible through a grant from the Dyersville Area Community Foundation and the generous support of 18 local sponsors.



Gilmore City Hometown Pride

The Gilmore City Hometown Pride committee recently completed construction of a new shelter house in Sunset Park, creating an inviting new space for community gatherings and outdoor activities.

This improvement was made possible through generous community donations and support from a High Impact County Foundation Grant.





Holiday Hometown Pride

Delaware Hometown Pride committee members brought seasonal cheer to the community with a Holiday Decorating Day that invited residents to share lights and decorations for public spaces. Volunteers decorated the pavilion just in time for the community tree lighting, hot cocoa, and children’s activities at City Hall.

Grant funds were also used to add a small but festive Christmas tree, creating a welcoming focal point for the celebration. Despite cold temperatures and recent snowfall, the event drew a strong turnout and highlighted the spirit of connection and pride that continues to bring the community together.





Hometown Pride Cityscape Article

The December 2025 issue of Cityscape, published by the Iowa League of Cities, features the Hometown Pride program and the work happening in communities statewide.

[Click here](#) to read the article.

[Learn more about Hometown Pride Communities](#)



Supporting Students who Give Back



Keep Iowa Beautiful is now accepting applications for its **2026 scholarships**, awarding three \$1,000 scholarships to graduating Iowa students enrolling in an Iowa college or university. Students with a strong record of volunteer service and community leadership are encouraged to apply.

Applications are due **January 31, 2026**.

Visit the Keep Iowa Beautiful [Scholarship page](#) for details.

2026 SCHOLARSHIPS FOR IOWA HIGH SCHOOL SENIORS!



2025 Scholarship Winner,
Maranda Wood



2025 Scholarship Winner,
Kelsey Hoeger

APPLICATIONS DUE
JANUARY 31, 2026



Happy Holidays



NEW Mailing Address & Phone Number



**KEEP IOWA BEAUTIFUL
HAS A NEW MAILING ADDRESS
& PHONE NUMBER!**



PLEASE DIRECT ALL MAIL TO:

Keep Iowa Beautiful
PO Box 1056
Johnston, IA 50131
515-400-2853

A decorative border at the bottom of the blue box featuring a white picket fence with several pink flowers and green leaves.

Keep Iowa Beautiful

PO Box 1056

Johnston, IA 50131

www.KeepIowaBeautiful.com



RESOLUTION NO. 01-26

Approving Amendment One to the Right-of-Way Agreement with ImOn Communications LLC

WHEREAS, the City of Dyersville, Iowa ("City") previously entered into a Right-of-Way Agreement dated July 1, 2019, as assigned and assumed per the Assignment and Assumption Agreement dated January 24, 2023, with ImOn Communications, LLC ("Grantee"); and,

WHEREAS, the City and Grantee have negotiated Amendment One to the Right-of-Way Agreement to allow Grantee's network equipment to be relocated from the City's water tower to the City's water booster building, with 24-hour access and other terms as outlined in the amendment; and,

WHEREAS, it is in the best interest of the City to authorize the Mayor and City Clerk to execute Amendment One to the Right-of-Way Agreement; and,

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

Section 1. The Mayor and City Clerk are hereby authorized and directed to execute Amendment One to the Right-of-Way Agreement with ImOn Communications, LLC, substantially in the form presented to the City Council.

Section 2. All other resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 5th day of January, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

**AMENDMENT ONE TO THE RIGHT-OF-WAY AGREEMENT
BETWEEN THE CITY OF DYERSVILLE AND IMON
COMMUNICATIONS, LLC.**

THIS AMENDMENT ONE AGREEMENT (the “Amendment”) is entered into by and among the City of Dyersville, Iowa (the “City”), ImOn Communications, LLC (“Grantee”) as of the ____ day of _____, 2026.

RECITALS:

WHEREAS, the City and Grantee are parties to a Right-of-Way Agreement dated July 1, 2019, as assigned and assumed per the Assignment and Assumption Agreement dated January 24, 2023 ("Agreement"); and,

WHEREAS, Grantee currently operates network equipment for its fiber optic system at the City’s water tower; and,

WHEREAS, both parties agree that relocating Grantee’s network equipment from the water tower to the City’s water booster building is in their mutual best interest; and,

NOW, THEREFORE, in consideration of the foregoing promises, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Relocation of Network Equipment.** The City hereby authorizes Grantee to relocate its network equipment, including both above-ground and underground equipment, from the City’s water tower to the City’s water booster building (Exhibit A). Grantee may operate, maintain, and access its network equipment at the water booster building for the duration of the Agreement. In exchange for relocating the Grantee’s network equipment, the Grantee will provide the City with a minimum of six (6) additional dark fiber stands, in addition to Paragraph 15 of the original agreement, to the City’s private network at no cost to the City, as provided in Exhibit B.
2. **No Additional Fees.** The City shall not charge Grantee any additional fees, rent, or costs for the location, operation, or maintenance of Grantee’s network equipment at the water booster building, except as otherwise provided in the Agreement.
3. **24-Hour Access.** The City agrees to grant Grantee and its authorized representatives 24-hour access to the water booster building for the purpose of operating, maintaining, and servicing its network equipment, subject to reasonable security and safety protocols established by the City Administrator.
4. **Relocation by City.** Consistent with Section 4 of the Right-of-Way Agreement dated July 1, 2019, the City retains the right to require relocation of Grantee’s network equipment, including both above-ground and underground equipment, at Grantee’s expense. The City shall provide Grantee with at least ninety (90) days’ written notice

before any required relocation, and such relocation shall be coordinated with the City Administrator.

5. Effect of Amendment. Except as expressly amended herein, all terms and conditions of the Agreement remain in full force and effect.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF DYERSVILLE, IOWA, an Iowa
municipal corporation

By _____
Jeff Jacque, Mayor

Attest:

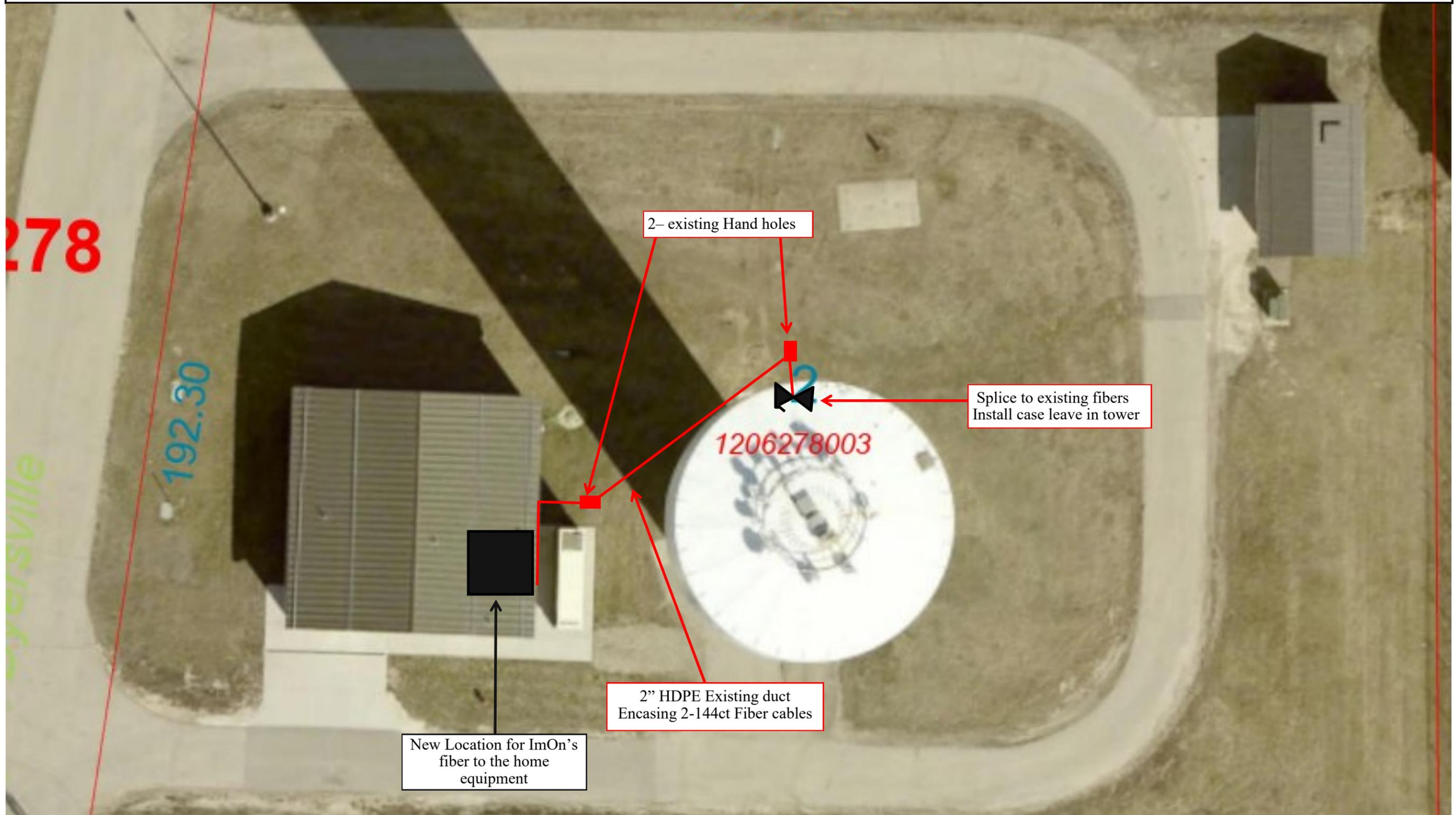
By _____
Tricia L. Maiers, City Clerk

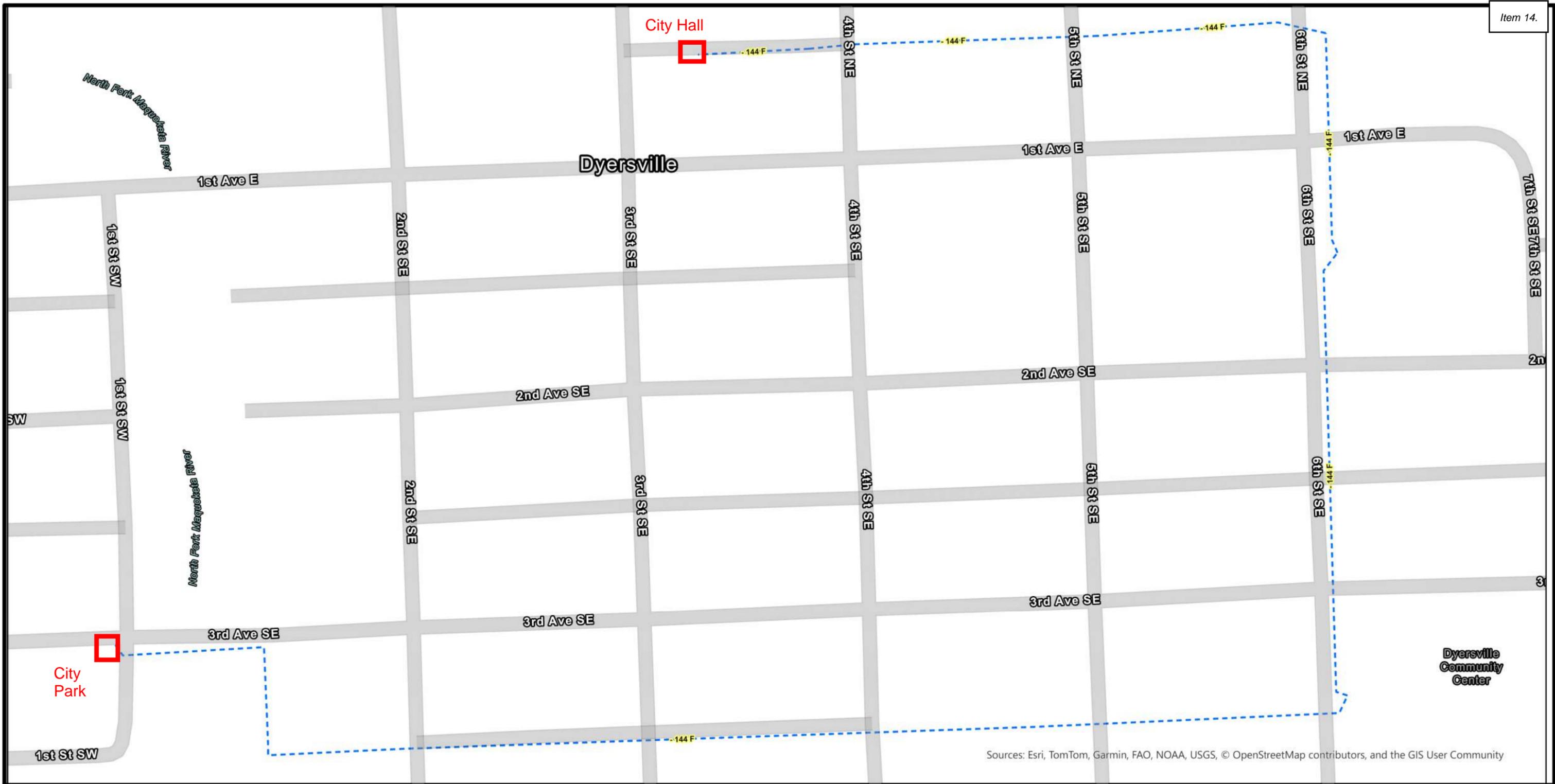
ImOn Communications, LLC

By _____



Project : Water Tower Detail





Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

LEGEND

----- 6 underground dark fibers provided to city from ImOn

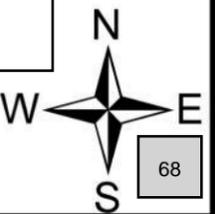
ImOn Communications, LLC

101 3rd Avenue SW, Suite 400
Cedar Rapids, IA 52404



Dyersville Dark Fiber Route

AUTHOR: KEVIN.HEEREN
Date: 12/22/2025



December 17, 2025

Mayor Jacque and City Council Members
City of Dyersville
Memorial Building
340 1st Avenue East
Dyersville, IA 52040

RE: Resolution 01-26 approving amendment one to the right-of-way agreement with ImOn Communications, LLC

Dear Honorable Mayor Jacque and Council Members,

The city has a long-standing, productive working relationship with ImOn Communications, LLC. Under our right-of-way agreement, ImOn installs and operates fiber optic cables and related network equipment in the public right-of-way to serve its customers. As part of that agreement, the city also uses dedicated fiber strands for municipal operations, which support our water, sewer, and public facility connectivity needs.

Over the past several months, I have been coordinating with ImOn to relocate its network equipment from the water tower to a more secure server room at the water booster building. This move improves operational efficiency and aligns equipment access with our utility facilities. Amendment One of the Agreement formalizes this arrangement and clarifies past practices both parties have followed: it authorizes the equipment's location at the booster building at no additional cost to ImOn; provides 24-hour access, subject to City security and safety protocols; and restates the City's right—consistent with the 2019 right-of-way agreement—to require relocation at ImOn's expense, with at least 90 days' written notice, coordinated through the City Administrator.

I recommend approval of Resolution 01-26, approving amendment two to the right-of-way agreement with ImOn Communications, LLC. This action keeps our records clear, reflects how the system is currently operated, and supports reliable fiber service for our residents and City operations.

If you have any questions or concerns, please don't hesitate to contact me at 875.7724 or via email at mmichel@cityofdyersville.com.

Sincerely,


Mick J. Michel
City Administrator

**RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF
DYERSVILLE AND COMELEC INTERNET SERVICES, LLC. FOR THE
INSTALLATION OF FIBER OPTIC CABLES**

Execution of this Right-of-Way agreement (“Agreement”) hereby granted Comelec Internet Services, LLC (“Grantee”) the perpetual right to install, operate, and maintain fiber optic cables within the public street right-of-way (“Right-of-Way”) within the City of Dyersville, IA (“City”). This agreement allows for the installation of fiber optic conduit within the City of Dyersville.

The conditions of this Agreement are as follows:

1. Any above ground installations shall be mounted on existing poles through private agreement(s) with existing franchise holders. Grantee will not be allowed to erect any additional poles on Right-of-Way within the City of Dyersville.
2. All underground cables must be installed using directional boring technology except where open excavations are necessary for beginning or terminating a directional bore or soil conditions do not allow for directional boring to be used.
3. The Grantee’s equipment and facilities shall be installed in accordance with good engineering practices and shall be located and constructed so as to not endanger or interfere with the lives of persons, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic on public ways, places or structures. The installation, construction, maintenance and operation of the fiber optic conduit system shall be in accordance with all applicable laws, ordinances, regulations, and codes of the State of Iowa and City of Dyersville. All street lanes, sidewalks and recreation trails must remain open to traffic during the Grantee’s installation work.
4. If at any time and after reasonable notice is given that the City requires the relocation of the Grantee’s facilities along the city’s right-of-way, the Grantee shall complete the relocation at its own expense. Such relocation may include moving and relaying or lowering underground conduits or associated fixtures so that the city’s project or work is not impeded. The Grantee’s relocation work shall be completed in a timely manner and shall be coordinated with the City Administrator so that the city’s project or work is not delayed. The City shall not unreasonably require the Grantee to relocate its cables.
5. If the City, in its sole discretion, determines that there is insufficient space available in any City Right-of-Way to accommodate an installation or relocation of Grantee’s cables, Grantee shall reroute its cables via City Right-of-Way where sufficient space is available.
6. All backfilling and surface restoration following any necessary open excavations shall be accomplished by Grantee in accordance with City’s requirements in effect at the time of the excavation. Grantee shall, at its expense, replace and restore all Rights-of-Way to a condition substantially similar to the condition of the Right-of-Way existing immediately prior to the commencement of work. In the case of any disturbance of pavement, sidewalks, driveways,

lawns, or any other surface within the Right-of-Way, Grantee shall, at its expense, promptly replace, and restore to the same condition. Restoration of lawn surfaces shall be by sod or other restoration methods approved by the City.

7. Before the commencement of operations, Grantee shall procure and maintain insurance in such amounts and kinds of coverage as may be required by the City. Grantee shall maintain such insurance with insurance companies authorized to do business in the State of Iowa. Any such policy shall provide that it may not be cancelled or the amount of coverage altered without thirty (30) days written notice to the City Administrator. Similar coverage shall be provided for any contractors or subcontractors of Grantee.
8. All work shall conform to all applicable safety, construction, and technical specifications and codes and standards as well as all federal, state, county, and city construction requirements.
9. Grantee shall participate in and use Iowa One Call in advance of the commencement of work.
10. Grantee shall not be entitled to damages from City resulting from the closing, vacation, or relocation of any streets, alleys, or right-of-way.
11. City shall have the right to inspect or correct all construction and installation work in order to ensure compliance with the terms of this Agreement, City Code, or State law.
12. Grantee shall not be relieved of any of its obligations by reason of City's failure to enforce prompt compliance.
13. Grantee agrees to indemnify, protect, and hold the City of Dyersville harmless from and against any and all liability claims, losses, costs of investigation and defense, and damage to property or bodily injury or death to any person, which may arise out of or be caused by the erection, construction, replacement, removal, maintenance, or operation of Grantee's fiber optic system caused by any negligent act or negligent failure to act on the part of the Grantee, its agents, contractors, subcontractors, officers, or employees.
14. This Agreement and all rights hereunder shall not be assigned by Grantee.
15. The Grantee shall obtain a notice to proceed verifying the proposed installation route from the City Administrator prior to the beginning of any facility installation. In addition, the Grantee shall agree to allow the City a minimum of two (2) dark fiber strands for the city's private network system at no additional cost to the City. In exchange, the City shall agree to charge no additional fees for the placement of any of Grantee's handholes and any associated costs with them. Furthermore, the City shall pay for any reasonable costs outside Grantee's fiber optic junction box for the city's private network system.
16. Upon request from the City to supply fiber service for its city's private network system, the Grantee shall complete the installation in a timely manner agreed upon by both parties and it shall be coordinated with the City Administrator so that the city's project or work is not delayed.

17. Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

CITY OF DYERSVILLE, IOWA

COMELEC INTERNET SERVICES, LLC

By: _____
Title: _____

By: _____
Title: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is entered into by and among the City of Dyersville, Iowa (the “City”), Comelec Internet Services, LLC and ImOn Communications, LLC as of the ____ day of _____, 2023 (the “Commencement Date”).

RECITALS:

WHEREAS, Dyersville City Council has adopted a Right-of-Way Agreement between the City of Dyersville and Comelec Internet Services, LLC. for the Installation of Fiber Optic Cables on July 1, 2019; and,

WHEREAS, the City previously authorized and entered into a Right-of-Way Agreement (the “Right-of-Way Agreement”) attached hereto as Exhibit A with Comelec Internet Services, LLC. (the “Original Grantee”), pursuant to which the Original Grantee agreed to undertake the installation and maintenance of fiber optic conduit within the City of Dyersville; and,

WHEREAS, under the Agreement, assignment of rights and responsibilities thereunder was not assigned; and

WHEREAS, the Original Grantee has requested that the City consent to the assignment of all of its rights and responsibilities under the Agreement to ImOn Communications, LLC (the “Successor Grantee”); and

NOW, THEREFORE, in consideration of the foregoing promises, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Original Grantee assigns to the Successor Grantee the obligations and entitlements of the Right-of-Way Agreement.
2. The Successor Grantee assumes all obligations and entitlements of the Right-of-Way Agreement, subject to all conditions and restrictions therein.
3. The City hereby releases the Original Grantee from and relieves the Original of its obligations under the Right-of-Way Agreement.
4. The City hereby consents to this Assignment and Assumption of Right-of-Way Agreement to Successor Grantee.
5. This Agreement shall be for the express benefit of City, the Original Grantee and the Successor Grantee and no other person.

6. This Agreement constitutes the entire understanding of the parties hereto with respect to the obligations contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. No representations, warranties, undertakings or promises, whether oral, implied, written or otherwise, have been made by either party to the other unless expressly stated in this Agreement and the Right-of-Way Agreement, or unless mutually agreed to in writing between the parties thereto after the date hereof, and neither party has relied upon any verbal representations, agreements or understandings not expressly set forth herein.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF DYERSVILLE, IOWA, an Iowa
municipal corporation

By _____
Jeff Jacque, Mayor

Attest:

By _____
Tricia L. Maiers, City Clerk

Comelec Internet Services, LLC

By _____

ImOn Communications, LLC

By _____

Exhibit A

RESOLUTION NO. 02-26

A Resolution Authorizing Execution of the Urban-State Traffic Engineering Program (U-STEP) Agreement with the Iowa Department of Transportation

WHEREAS, the City of Dyersville has been selected to receive funding through the Iowa Department of Transportation’s Urban-State Traffic Engineering Program (U-STEP) for safety and operational improvements on primary road extensions, specifically for PCC pavement grade and new construction on US 52 from 12th Ave to north of 10th Ave, as described in the attached agreement; and,

WHEREAS, the Department will provide reimbursement for eligible construction and right-of-way costs in the ratio of 55% Department funds to 45% local funds, up to a maximum of \$400,000 in Department funds for this linear improvement project; and,

WHEREAS, the agreement requires the City to comply with all applicable State and Federal laws and regulations, including non-discrimination, right-of-way acquisition, permitting, and targeted small business participation, as outlined in Exhibits A and B; and,

WHEREAS, the City Council finds it in the best interest of the City to enter into this agreement to advance the project and secure funding; and,

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

Section 1. The agreement with the Iowa Department of Transportation for the Urban-State Traffic Engineering Program (U-STEP) Project No. UST-052-2(166)--4A-31, Agreement No. 6-25-USTEP-048, is hereby approved.

Section 2. The Mayor and City Clerk are authorized and directed to execute the agreement on behalf of the City.

Section 3. The City Administrator is designated as the City’s contact person for all notices and communications under the agreement.

Passed and approved this 5th day of January, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
URBAN-STATE TRAFFIC ENGINEERING PROGRAM
(U-STEP) PROJECT**

City: City of Dyersville

Project No.: UST-052-2(166)--4A-31

Agreement No.: 6-25-USTEP-048

Staff Action No.: 680 - 2025 11 24

This is an agreement between the city of Dyersville (hereinafter called Recipient), and the Iowa Department of Transportation (hereinafter called Department), to enter into an agreement for joint or cooperative action after appropriate action by ordinance, resolution, or otherwise pursuant to the laws of the governing bodies involved.

The Department provides funds through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for safety or operational improvements on primary road extensions. The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds to 45% local funds, up to a maximum amount in Department funds of \$200,000 for a "spot improvement" or \$400,000 for a "linear improvement". The maximum funds available for this project are as noted below.

A "spot improvement" shall mean a limited improvement project such as intersection reconstruction or signalization; and a "linear improvement" shall mean an improvement project such as street or highway widening or reconstruction which spans two or more intersections.

The Recipient proposes to develop and complete the following described linear improvement project:

PCC Pavement - Grade and New; US 52 in Dyersville, from 12th Ave to N of 10th Ave

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide U-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with project improvements as described above.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of the U-STEP project.
2. All notices required under this agreement shall be made in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Eastern Region Field Engineer, Dillon Feldmann. The Recipient's contact person shall be the City Administrator.
3. The Department will share eligible construction and right-of-way costs as indicated below:

LINEAR IMPROVEMENT

Department Share	Recipient Share	Department Program Maximum	Estimated Project Cost	Department Project Maximum
55%	45%	\$400,000	\$ 241,537	\$ 159,414.42

4. The maximum Department project funding shall be as noted above in Paragraph 3.
 - a. If, upon completion of final plans, the Recipient's cost estimate exceeds the preliminary total estimate contained herein by 20% or more, the increased cost must be approved by the Department prior to advertisement for bids.
 - b. Extra work, requested subsequent to the contract letting, must also be approved by the Department prior to commencement of the extra work.
 - c. Any amount exceeding the Department project maximum shall be requested in writing by the Recipient and approved through a Staff Action process at the discretion of the Department. The amount requested and approved shall not exceed the Department program maximum.
5. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the Department.
7. This agreement, and the attached Exhibit A and Exhibit B, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below:

City: Dyersville

By: _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the city of

Dyersville, and that _____, who signed said

Agreement for and on behalf of the Recipient was duly authorized to execute the same by

virtue of a formal resolution duly passed and adopted by the Recipient, on the _____ day

of _____, _____.

Signed: _____ Date _____, _____
City Clerk of Dyersville, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By: _____ Date _____, _____
Dillon Feldmann, P.E.
Local Systems Eastern Region Field Engineer

EXHIBIT A**Standard Provisions for U-STEP or C-STEP Project Agreements**

1. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://ia.iowadot.gov/local_systems/publications/im/imtoc.pdf. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
2. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability.
3. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.
4. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:
 - A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Right of Way Bureau to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.
 - B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.
 - C. The Recipient will meet with the Department's Right of Way Bureau staff to determine who shall be responsible for demolition and/or property management functions.
 - D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient-owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient-owned lands, if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.
5. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to advertisement for bids.
6. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Statewide Urban Design and Specifications, or specifications developed by the Recipient.

7. For projects let by the Department, the Recipient shall submit to the Department an acceptable Project Development Certificate ([Form 730002](#)), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) [3.010](#), Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the Department at least fourteen weeks prior to advertisement for bids.
8. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit a copy of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.
9. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B.
10. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the Sales Tax Exemption Certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
11. The project must be let to contract within two years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of six months upon receipt of a written request from the Recipient at least 30 days prior to the two-year deadline.
12. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement and to make such materials available at their respective offices at reasonable times during the agreement period and for three years from the date of the final payment under the agreement, for inspection by the Department.
13. The Recipient will be responsible for the initial costs of right of way and construction. The Recipient shall follow [I.M. 6.020](#) Payment and Reimbursement Processes for requesting reimbursement. The Recipient shall prepare and submit to the Department a detailed billing statement of right of way and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the State share of construction costs or 5% of the total State funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.
14. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC Chapter 130. The safety of the general public shall be assured through the

- use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
15. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.
 16. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35 feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.
 17. Within 30 days of completion of construction, the Recipient shall provide written notification to the Department. Acceptance of the completed construction shall be with the concurrence of the Department. The Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.
 18. The Recipient shall provide to the Department a copy of "as-built" project plans, within six months after the project is built.
 19. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.
 20. The Recipient shall submit a final detailed billing statement to the Department no later than one year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the one year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the one-year deadline.
 21. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
 22. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

EXHIBIT B**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds. Refer to Local Systems [I.M. 5.020](#) for additional information.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a. Including in the bid proposals a contract provision titled "Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available in Local Systems [I.M. 5.020](#).
 - b. Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a. Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b. Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT Administering Bureau the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.

Form 260017 "Checklist and Certification for the Utilization of Targeted Small Businesses (TSB)" shall be filled out upon completion of each project. <https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects>

January 2, 2026

Mayor Jacque and City Council Members
City of Dyersville
Memorial Building
340 1st Avenue East
Dyersville, IA 52040

RE: Resolution 02-26 authorizing execution of the Urban-State Traffic Engineering Program (U-STEP) Agreement with the Iowa Department of Transportation

Dear Honorable Mayor Jacque and Council Members,

The City has the opportunity to partner with the Iowa Department of Transportation through the Urban-State Traffic Engineering Program (U-STEP) to improve safety and traffic operations on US 52 between 12th Avenue and just north of 10th Avenue.

The work converts this stretch to an urban street section and removes right-of-way conflicts that create mid-block risks. It also consolidates access points, adds curb and gutter, and manages stormwater through intakes and storm sewer. These changes are intended to reduce crash potential and keep traffic moving smoothly.

Resolution No. 02-26 approves the U-STEP agreement and authorizes the Mayor and City Clerk to sign. Under the agreement, the Iowa DOT will reimburse eligible construction and right-of-way costs at 55% (state) to 45% (city), up to the program cap for a linear improvement.

I recommend approval of Resolution No. 02-26 to execute the U-STEP agreement and move the project forward.

If you have any questions or concerns, please don't hesitate to contact me at 875.7724 or via email at mmichel@cityofdyersville.com.

Sincerely,



Mick J. Michel
City Administrator

November 21, 2025

Mr. Jim Schnoebelen,
District Engineer
Iowa Department of Transportation
District 6 Office
5455 Kirkwood Blvd. SW
Cedar Rapids, Iowa 52404

Subject: U-STEP Application – US 52 Corridor Safety and Operational Improvements

Dear Jim:

The City of Dyersville respectfully requests funding assistance through the Urban-State Traffic Engineering Program (USTEP) to address critical safety and operational concerns along the US 52 corridor within our city limits. This application covers the segment from the west side of US 52 at 12th Avenue to approximately 130 feet north of 10th Avenue.

With the planned installation of a traffic signal at 12th Avenue, the existing driveway at the Colonial Inn Motel presents a significant conflict for northbound vehicles turning left across the proposed southbound left-turn lane. This setup increases the potential for crashes and disrupts traffic flow. Our proposed USTEP project will address this issue by removing the current driveway and constructing a shared access at the south end of the Tauke Motors property. This change shifts northbound left-turn movements away from the southbound turn lane, directly enhancing safety and operational efficiency.

The project will also remove right-of-way encroachments at both the Colonial Inn and Tauke Motors properties. Parking stalls within the right-of-way at the motel will be eliminated, and raised islands with curb and gutter will be installed along Tauke Motors' frontage. These changes convert this section of US 52 from a rural to an urban cross-section, filling the existing ditch and managing stormwater through curb, gutter, intakes, and storm sewer pipes.

By combining two access points into a single shared driveway, we will reduce conflict points along this busy corridor, maintain consistent arterial speeds, and decrease mid-block congestion. These improvements align with the Iowa DOT and FHWA access management guidelines, which indicate a 25–31 percent reduction in severe crashes along urban arterials with active access management (FHWA-SA-12-006).

Converting the entire US 52 corridor within city limits into an urban section is crucial for long-term safety and consistency. This project is a strong first step toward that goal and will offer immediate operational and safety improvements for travelers.

This application includes supporting technical exhibits and a detailed safety narrative.

Thank you for considering our request. We look forward to working with your office to advance this important improvement for our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Mick J. Michel". The signature is fluid and cursive, with a large loop at the end.

Mick J. Michel
City Administrator

US 52/Dyersville
Project Summary
U-STEP Application

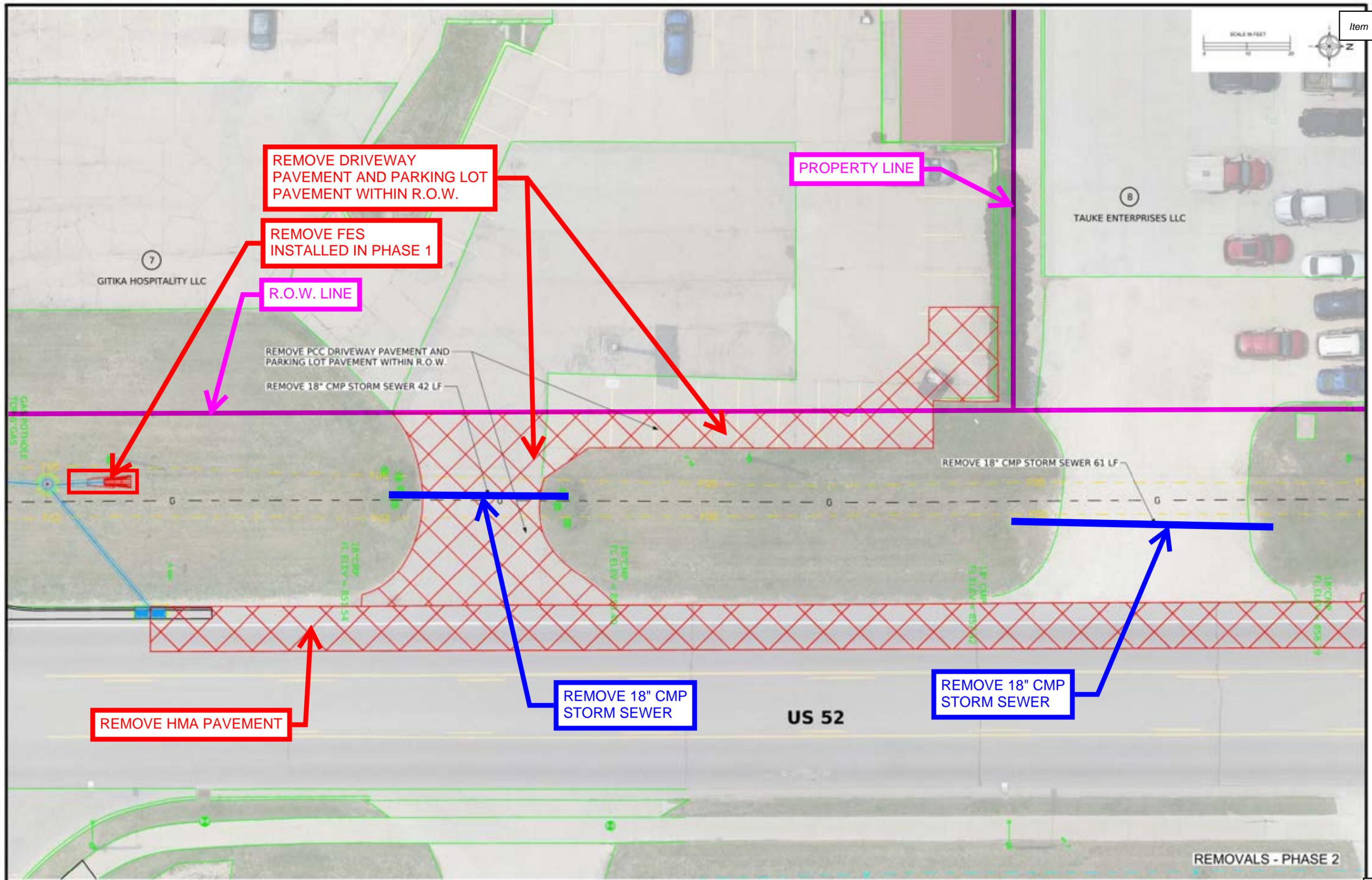
The City of Dyersville requests funding assistance through the U-STEP program administered by the Iowa DOT to help address safety and operational issues along the US 52 corridor. The specific location is from the west side of US 52 at 12th Avenue to approximately 130 feet north of 10th Avenue. The primary issues impacting safety and operations are the existing driveway and parking stalls within the IDOT right-of-way at the Colonial Inn Motel property, and right-of-way encroachment along the frontage of Tauke Motors which presents potential crash obstacles from vehicles parked within the right-of-way.

With the construction of the proposed signal at 12th Avenue, the existing driveway at the motel presents a safety and operational problem for northbound left turning vehicles crossing the proposed southbound left turn lane at the 12th Avenue signal. The proposed U-STEP project would help alleviate this issue by removing the existing driveway and constructing a shared driveway at the south Tauke Motors driveway. This would shift northbound left turning traffic away from the southbound left turn lane. Combining the two driveways into one shared driveway would provide:

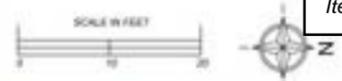
1. Reduced conflict points along a high traffic urban arterial corridor.
2. Eliminating two access points will help maintain a more consistent arterial roadway speed.
3. Reduced mid-block congestion allowing for better flow between traffic signals at 12th Ave and 8th Ave.
4. By combining the two access points, the City of Dyersville is helping to promote public safety and adherence to recommended access management guidelines by the Iowa DOT and FHWA where corridors with active access management experience a 25 to 31 percent reduction in severe crashes along urban arterials. (FHWA- SA-12-006)

The proposed U-STEP project would also improve corridor safety along the Colonial Inn and Tauke Motors properties by removing the parking stalls within the right-of-way at the motel and constructing raised islands and curb and gutter along the Tauke Motor's property. The frontage along Tauke Motors has seen vehicles parked within the Iowa DOT right-of-way in front of the dealership encroaching very close to the edge of the roadway. Not only is this a safety issue but also violates Iowa DOT policy of advertising and signage which is heavily restricted within the right-of-way. This work would benefit the US 52 corridor by converting this section of roadside to an urban cross section from the existing rural cross section. The existing ditch would be filled in, seeded and stormwater would be conveyed through curb and gutter and storm sewer intakes and pipes. The benefits provided by this work includes:

1. Enforcing the removal of obstacles within the clear zone, which according to Iowa LTAP's "Best Practices for Low-Cost Safety Improvements", reduces crash severity for lane departure crashes.
2. Maintaining safer, obstacle-free zones, which helps the DOT manage risk and reduce potential liability from crash-causing obstructions.
3. Iowa DOT explicitly addresses roadside safety in its design manual, prioritizing clear zones and handling of roadside objects in its planning.



REMOVALS - PHASE 2



8
TAUKE ENTERPRISES LLC

9
TAUKE ENTERPRISES LLC

10TH AVENUE

R.O.W. LINE

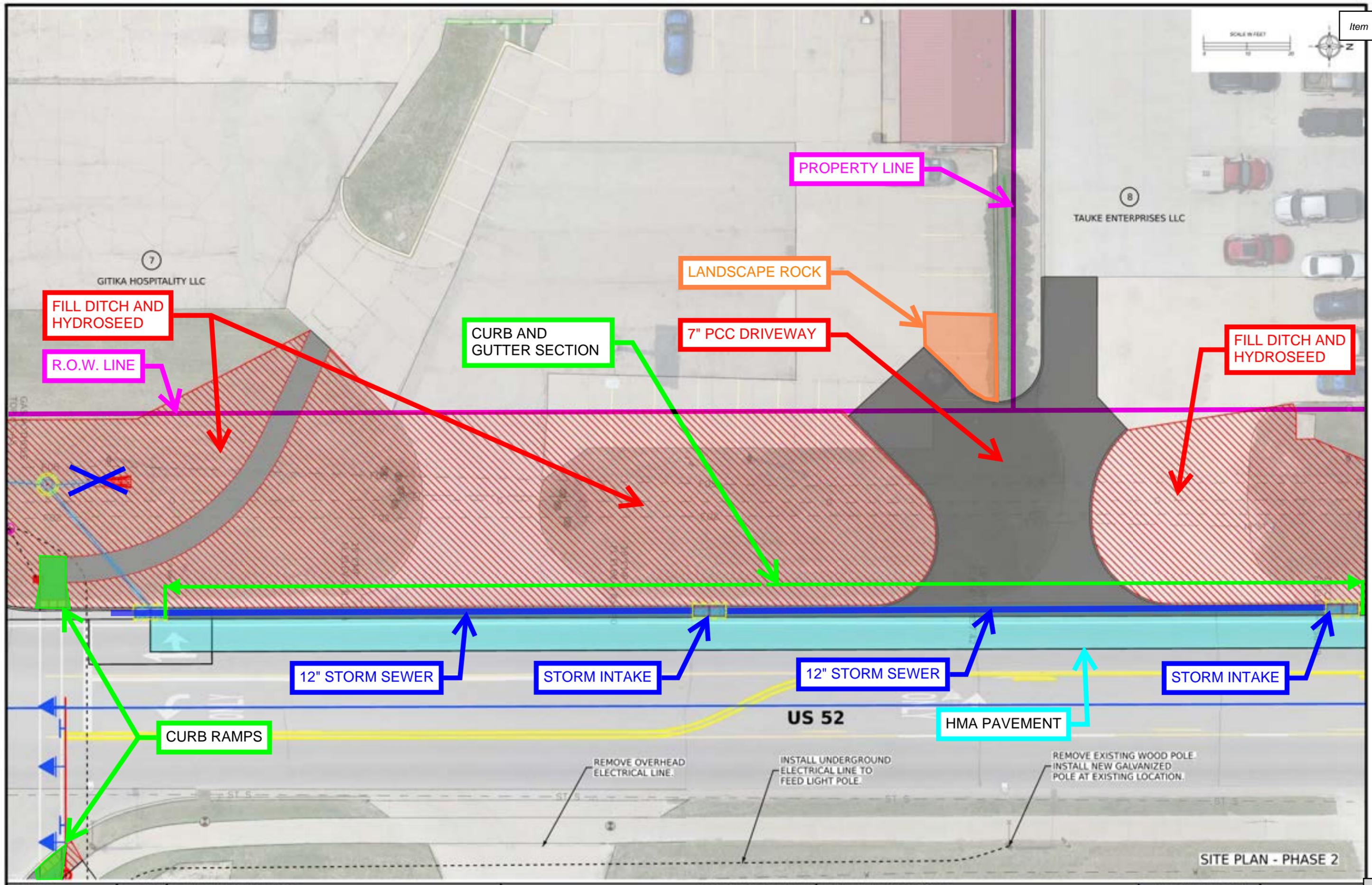
R.O.W. LINE

PAVEMENT REMOVAL

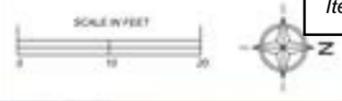
US 52

6
HESS, GERALD A REVOCABLE TRUST

REMOVALS - PHASE 2



SITE PLAN - PHASE 2



9" PCC PAVEMENT

10TH AVENUE

R.O.W. LINE

R.O.W. LINE

8
TAUKE ENTERPRISES LLC

9
TAUKE ENTERPRISES LLC

US 52

STORM INTAKE

HMA PAVEMENT

HYDROSEED

CURB AND GUTTER SECTION

STOP BAR AND STOP SIGN

HYDROSEED

CURB AND GUTTER SECTION

6
HESS, GERALD A REVOCABLE TRUST

SITE PLAN - PHASE 2

RESOLUTION NO. 03-26

Resolution awarding contract for the 12th Avenue SE Signal Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Dyersville, Iowa, and as required by law, bids, and proposals were received by this Council for the 12th Avenue SE Signal Project; and,

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project; and,

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Eastern Iowa Excavating and Concrete, LLC 121 Nixon Street, PO Box 189 Cascade, Iowa 52033	\$567,934.85

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made based on the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder’s written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter a written contract with said contractor for the Project, said contract only to be binding once approved by resolution of this City Council.

Section 4. The amount of the contractor’s performance and/or payment bonds is hereby fixed and determined to be 100% of the contract amount.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved January 5, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

December 29, 2025

Mick J. Michel,
City Administrator
City of Dyersville
340 1st Avenue East
Dyersville, Iowa. 52040

RE: Recommendation of Award
12th Ave Signal Project
KM-2505625

Dear Mick,

A public bid letting was held on 12/18/2025 for the 12th Ave Signal project. Five proposals were received for the project and ranged from a low of \$567,934.85 to a high of \$643,072.58. The gap between the apparent low bid and second place was \$1,435.55. All bid proposals were read on-site to the audience.

The lowest bid was submitted by Eastern Iowa Excavating for \$567,934.85. The low bid was \$8,341.40 below the engineer's estimate of \$576,276.25. No math errors were found in the proposal.

I recommend the award of the project to Eastern Iowa Excavating, and I will draft contracts and forward them for completion once you approve the low bidder at your 1/5/26 council meeting.

Sincerely,

KIRKHAM MICHAEL



Anthony Bardgett P.E.
Project Manager

Encl. Certified Bid Tabs
Copy to: File

CERTIFIED BID TABULATION
CITY OF DYERSVILLE
12TH AVE SIGNAL PROJECT
CERTIFIED BID TABULATION



Bid Opening: Thursday December 18, 2025 @ 1:00 P.M.

REF. NO.	ITEM	UNIT	QUANTITY	Eastern Iowa Excavating		Top Grade Excavating		Midwest Concrete		Tschiggfrie Excavating		Pirc Tobin	
				PRICE	TOTAL EXTENDED PRICE	PRICE	TOTAL EXTENDED PRICE	PRICE	TOTAL EXTENDED PRICE	PRICE	TOTAL EXTENDED PRICE	PRICE	TOTAL EXTENDED PRICE
2-EARTHWORK													
2.1	TOPSOIL, ON SITE	CY	527.0	\$10.80	\$5,691.60	\$18.00	\$9,486.00	\$15.50	\$8,168.50	\$8.00	\$4,216.00	\$15.00	\$7,905.00
2.2	EXCAVATION, CLASS 10 IMPORT	CY	2053.0	\$15.25	\$31,308.25	\$14.50	\$29,768.50	\$18.50	\$37,980.50	\$12.00	\$24,636.00	\$15.00	\$30,795.00
2.3	SUBGRADE PREPARATION	SY	1046.0	\$1.25	\$1,307.50	\$3.50	\$3,661.00	\$2.00	\$2,092.00	\$3.40	\$3,556.40	\$1.00	\$1,046.00
2.4	SUBBASE, MODIFIED, 6 IN.	SY	421.0	\$6.75	\$2,841.75	\$7.00	\$2,947.00	\$10.00	\$4,210.00	\$7.70	\$3,241.70	\$15.00	\$6,315.00
2.5	SUBBASE, MODIFIED, 4 IN.	SY	436.00	\$8.00	\$3,488.00	\$8.60	\$3,749.60	\$8.50	\$3,706.00	\$5.10	\$2,223.60	\$20.00	\$8,720.00
2.6	FILLING AND PLUGGING OF KNOWN PIPE CULVERT, 24 IN.	LF	64.00	\$19.50	\$1,248.00	\$32.50	\$2,080.00	\$43.00	\$2,752.00	\$33.00	\$2,112.00	\$35.00	\$2,240.00
4-SEWERS AND DRAINS													
4.1	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	731.0	\$54.25	\$39,656.75	\$79.00	\$57,749.00	\$66.00	\$48,246.00	\$63.00	\$46,053.00	\$55.00	\$40,205.00
4.2	REMOVAL OF STORM SEWER, CMP, 15 IN	LF	52.0	\$18.00	\$936.00	\$9.60	\$499.20	\$9.50	\$494.00	\$11.00	\$572.00	\$20.00	\$1,040.00
4.3	PIPE APRON, CONCRETE, 15 IN.	EA	1.0	\$2,850.00	\$2,850.00	\$2,815.00	\$2,815.00	\$1,790.00	\$1,790.00	\$3,300.00	\$3,300.00	\$4,500.00	\$4,500.00
4.4	SUBDRAIN, CASE B TYPE 1, 6 IN.	LF	679.0	\$15.50	\$10,524.50	\$12.00	\$8,148.00	\$13.50	\$9,166.50	\$26.00	\$17,654.00	\$18.00	\$12,222.00
4.5	SUBDRAIN OUTLETS AND CONNECTIONS	EA	4.0	\$168.50	\$674.00	\$250.00	\$1,000.00	\$165.00	\$660.00	\$300.00	\$1,200.00	\$750.00	\$3,000.00
5-WATER MAINS & APPURTANCES													
5.1	REMOVE AND REINSTALL HYDRANT ASSEMBLY	LS	1.0	\$3,335.00	\$3,335.00	\$5,310.00	\$5,310.00	\$3,605.00	\$3,605.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00
6-STRUCTURES FOR SANITARY & STORM													
6.1	MANHOLE, SW-401, 48 IN.	EA	1.0	\$4,075.00	\$4,075.00	\$4,680.00	\$4,680.00	\$4,615.00	\$4,615.00	\$4,700.00	\$4,700.00	\$3,800.00	\$3,800.00
6.2	MANHOLE, SW-401, 60 IN.	EA	2.0	\$6,255.00	\$12,510.00	\$6,325.00	\$12,650.00	\$6,490.00	\$12,980.00	\$6,900.00	\$13,800.00	\$6,000.00	\$12,000.00
6.3	INTAKE, SW-505	EA	2.0	\$6,225.00	\$12,450.00	\$6,190.00	\$12,380.00	\$5,730.00	\$11,460.00	\$8,200.00	\$16,400.00	\$7,500.00	\$15,000.00
6.4	INTAKE, SW-506	EA	1.0	\$9,500.00	\$9,500.00	\$7,710.00	\$7,710.00	\$9,240.00	\$9,240.00	\$10,600.00	\$10,600.00	\$12,500.00	\$12,500.00
6.5	REMOVE INTAKE	EA	1.0	\$650.00	\$650.00	\$500.00	\$500.00	\$620.00	\$620.00	\$740.00	\$740.00	\$750.00	\$750.00
7-STREETS AND RELATED WORK													
7.1	CURB AND GUTTER, 2.5 FT., 8 IN.	LF	628.0	\$26.85	\$16,861.80	\$40.00	\$25,120.00	\$30.00	\$18,840.00	\$48.00	\$30,144.00	\$40.00	\$25,120.00
7.2	REMOVAL OF SIDEWALK	SY	196.0	\$10.50	\$2,058.00	\$12.50	\$2,450.00	\$15.00	\$2,940.00	\$8.30	\$1,626.80	\$12.50	\$2,450.00
7.3	SIDEWALK, PCC, 6 IN.	SY	436.0	\$46.50	\$20,274.00	\$58.00	\$25,388.00	\$62.50	\$27,250.00	\$70.00	\$30,520.00	\$80.00	\$34,880.00
7.4	DETECTABLE WARNINGS	SF	56.0	\$33.00	\$1,848.00	\$50.00	\$2,800.00	\$40.00	\$2,240.00	\$40.00	\$2,240.00	\$55.00	\$3,080.00
7.5	DRIVEWAY, PAVED, PCC, 7 IN.	SY	421.0	\$54.00	\$22,734.00	\$68.00	\$28,628.00	\$58.00	\$24,418.00	\$74.00	\$31,154.00	\$75.00	\$31,575.00
7.6	FULL DEPTH PATCHES, HMA, 8 IN.	SY	191.0	\$71.00	\$13,561.00	\$128.00	\$24,448.00	\$65.00	\$12,415.00	\$92.00	\$17,572.00	\$75.00	\$14,325.00
7.7	PAVEMENT REMOVAL	SY	835.0	\$29.85	\$24,924.75	\$9.20	\$7,682.00	\$17.00	\$14,195.00	\$14.00	\$11,690.00	\$30.00	\$25,050.00
8-TRAFFIC CONTROL													
8.1	TRAFFIC SIGNALIZATION	LS	1.00	\$242,000.00	\$242,000.00	\$240,950.00	\$240,950.00	\$282,100.00	\$282,100.00	\$259,500.00	\$259,500.00	\$275,000.00	\$275,000.00
8.2	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE PAINTED SYMBOLS AND LEGENDS,	STA	32.33	\$92.00	\$2,974.36	\$85.00	\$2,748.05	\$88.00	\$2,845.04	\$95.00	\$3,071.35	\$100.00	\$3,233.00
8.3	WATERBORNE/SOLVENT	EA	32.0	\$135.00	\$4,320.00	\$125.00	\$4,000.00	\$129.00	\$4,128.00	\$140.00	\$4,480.00	\$150.00	\$4,800.00
8.4	PAVEMENT MARKINGS REMOVED	STA	23.5	\$108.00	\$2,535.84	\$100.00	\$2,348.00	\$103.00	\$2,418.44	\$110.00	\$2,582.80	\$115.00	\$2,700.20
8.5	SYMBOLS AND LEGENDS REMOVED	EA	9.0	\$190.00	\$1,710.00	\$175.00	\$1,575.00	\$181.00	\$1,629.00	\$200.00	\$1,800.00	\$205.00	\$1,845.00
8.6	TEMPORARY TRAFFIC CONTROL	LS	1.0	\$32,500.00	\$32,500.00	\$8,000.00	\$8,000.00	\$8,240.00	\$8,240.00	\$8,900.00	\$8,900.00	\$9,500.00	\$9,500.00
8.7	TRAFFIC SIGNS, R3-2 24"x24"	EA	1.0	\$123.00	\$123.00	\$115.00	\$115.00	\$119.00	\$119.00	\$130.00	\$130.00	\$135.00	\$135.00
8.8	PERFORATED SQUARE STEEL TUBE POSTS	LF	25.0	\$22.00	\$550.00	\$20.00	\$500.00	\$21.00	\$525.00	\$22.00	\$550.00	\$23.50	\$587.50
8.9	PERFORATED SQUARE STEEL TUBE POST ANCHORS, 42"	EA	2.0	\$160.00	\$320.00	\$150.00	\$300.00	\$155.00	\$310.00	\$170.00	\$340.00	\$175.00	\$350.00
8.10	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	2.00	\$295.00	\$590.00	\$275.00	\$550.00	\$284.00	\$568.00	\$310.00	\$620.00	\$325.00	\$650.00
8.11	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	2.0	\$135.00	\$270.00	\$250.00	\$500.00	\$129.00	\$258.00	\$140.00	\$280.00	\$150.00	\$300.00
8.12	TUBULAR MARKERS	EA	34.0	\$160.00	\$5,440.00	\$150.00	\$5,100.00	\$155.00	\$5,270.00	\$170.00	\$5,780.00	\$175.00	\$5,950.00
9-SITE WORK AND LANDSCAPING													
9.1	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	AC	0.49	\$14,000.00	\$6,860.00	\$8,000.00	\$3,920.00	\$10,300.00	\$5,047.00	\$8,900.00	\$4,361.00	\$10,000.00	\$4,900.00
9.2	FILTER SOCK, 12 IN.	LF	1679.00	\$4.50	\$7,555.50	\$2.00	\$3,358.00	\$2.10	\$3,515.90	\$2.20	\$3,673.80	\$2.00	\$3,358.00
9.3	FILTER SOCK REMOVAL	LF	1679.00	\$0.50	\$839.50	\$0.20	\$335.80	\$0.02	\$33.58	\$0.22	\$347.38	\$0.01	\$15.79
9.4	TEMPORARY RECP, TYPE 2 B	SY	1615.00	\$2.25	\$3,633.75	\$2.75	\$4,461.25	\$2.10	\$3,401.50	\$3.10	\$4,996.50	\$2.00	\$3,230.00
9.5	INLET PROTECTION DEVICE, DROP IN	EA	9.0	\$325.00	\$2,925.00	\$175.00	\$1,575.00	\$103.00	\$927.00	\$200.00	\$1,800.00	\$100.00	\$900.00
9.6	INLET PROTECTION DEVICE, MAINTENANCE	EA	9.0	\$145.00	\$1,305.00	\$50.00	\$450.00	\$0.02	\$0.18	\$56.00	\$504.00	\$0.01	\$0.09
11-MISCELLANEOUS													
11.1	CONSTRUCTION SURVEY	LS	1.0	\$6,900.00	\$6,900.00	\$7,550.00	\$7,550.00	\$7,780.00	\$7,780.00	\$9,800.00	\$9,800.00	\$20,000.00	\$20,000.00
				Total: \$567,934.85 Written Total: \$567,934.85 Error: \$0.00 LOW BID		Total: \$569,370.40 Written Total: \$569,370.40 Error: \$0.00		Total: \$592,777.14 Written Total: \$592,777.14 Error: \$0.00		Total: \$598,968.33 Written Total: \$598,968.33 Error: \$0.00		Total: \$643,072.58 Written Total: \$643,072.58 Error: \$0.00	

RESOLUTION NO. 04-26

Approving Building Façade Easement Agreement with Christopher and Heidi Huisman for Property Located at 240 1st Avenue East, Dyersville, Iowa

WHEREAS, Christopher and Heidi Huisman desire to participate in the Dyersville Building Façade Program; and,

WHEREAS, the City wishes to encourage façade improvements 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 5th day of January, 2026.

Jeff Jacque, 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 Christopher and Heidi Huisman, the “Property Owners”, as of the _____ day of January, 2026.

Preamble

WHEREAS, the Property Owners’ Property, located in Dubuque County, Iowa, legally described as:

The East 1/3 Lot 422, Original Plat of City of Dyersville, City of Dyersville, Dubuque County, Iowa. Dubuque County Parcel Number 0731205014. And commonly known as 240 1st Avenue East, Dyersville, Iowa; and,

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

WHEREAS, the property owners desire to participate in the Dyersville Building Façade Program and the property is hereafter referred to as “the Easement of Property” or “the Property Owners’ property”; and,

WHEREAS, the Property Owners have 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 Owners 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 to rehabilitate and maintain the publicly 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 Owners, 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 Owners 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 Owners knowingly or willfully violates or allows the violation of this easement, upon reasonable notice to the Property Owners, Easement Holder may enter upon the Easement Property and correct such violations and hold Property Owners responsible for the corrective costs, and

3. Property Owners 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 Owners agree 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. The Easement Holder shall not be liable for contributing to the maintenance of the Premises. If Easement Holder has to file suit or take any other action to enforce this agreement, Property Owners 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 Owners up to fifty (50) percent of the improvement costs, not to exceed twenty thousand dollars (\$20,000.00). That reimbursement shall be made upon the successful completion of the façade improvement project to the Property, and at such time the City approves the Developer's detailed statement of actual costs for the improvements.

This agreement is binding on the Property Owners, 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, Mayor

Attest:

Tricia L. Maiers, City Clerk

Christopher and Heidi Huisman

By _____

By _____



Dyersville, IA

Item 18.

Expense Approval Register

Packet: APPKT02121 - 01.05.26 Bills - Special

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 430 - PARKS					
OBERBROECKLING, SANDY	Oct/Nov/Dec 2025	Cell Phone Reimbursement	001-5-430-4-63730	TELEPHONE	30.00
				Department 430 - PARKS Total:	30.00
				Fund 001 - GENERAL FUND Total:	30.00
				Grand Total:	30.00

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	30.00
Grand Total:	30.00

Account Summary

Account Number	Account Name	Expense Amount
001-5-430-4-63730	TELEPHONE	30.00
Grand Total:		30.00

Project Account Summary

Project Account Key	Expense Amount
None	30.00
Grand Total:	30.00