

AGENDA

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

ORAL COMMENTS

- A. Agenda items** *(step to podium after recognition, state name, address, speak clearly – 5 minutes maximum)*
- B. 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 - May 15, 2023
- 3. Receive & File Minutes** Parks & Recreation Commission Meeting - May 17, 2023
- 4. Authorize City Administrator** to Sign Change Order No. 1 - PCC Sidewalk/Trail (Heritage Trail) - Tschiggfrie Excavating Co - (\$3,126.00)
- 5. Approve Re-appointment** Ryan Cahill to Planning & Zoning. Term expires June 30, 2028
- 6. Approve Re-appointment** Ralph Weber to Board of Adjustment. Term expires June 30, 2028
- 7. Approve Appointment** Mark Singank to Board of Adjustment. Term expires June 30, 2028
- 8. Resolution No. 40-23** Setting the Salary for a Dyersville Family Aquatic Center Summer Employee of the City of Dyersville 2023
- 9. Resolution No. 41-23** Setting the Salary for a Summer Employee of the City of Dyersville for 2023
- 10. Receive & File** 2023 Hydrant Flushing Schedule
- 11. Miscellaneous Correspondence** Keep Iowa Beautiful - May 2023
- 12. Miscellaneous Correspondence** ECIA Spotlight - May 2023
- 13. Miscellaneous Correspondence** Greater Dubuque Development Corporation - May 2023
- 14. Miscellaneous Correspondence** Mike Murphy - ADA Compliance
- 15. Miscellaneous Correspondence** John Ross - Gravel through way

ACTION ITEMS

- 16. 6:00 P.M. Public Hearing** on proposal to enter into a General Fund Snow Plow Truck Lease - Purchase Agreement
- 17. Resolution No. 42-23** approving and authorizing a General Fund Snow Plow Truck Lease - Purchase Agreement with lease payments thereunder in a principal amount not to exceed \$225,000
- 18. Set Date for Public Hearing** on Plans, Specifications, Form of Contract, and Estimated Cost - City of Dyersville, Iowa - Bridge Deck Overlay - 1st Avenue over Bear Creek 2023. Set date for June, 19, 2023 at 6:00 P.M.
- 19. Flood Plain Development Application/Permit No. 23-03** Steve & Karen Tapke, 609 3rd St SW
- 20. Discussion and Possible Action** on temporary business yard signs within parks and parkways for special events

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01365 - 06.05.23 Bills List - AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
RELiance STANDARD	06.2023	Police Insurance	001-5-110-1-61500	GROUP INSURANCE	309.49
SHIELD TECHNOLOGY CORP	2023-058	Shield Software License	001-5-110-1-62100	DUES/SUBSCRIPTIONS	4,087.50
POMP'S TIRE SERVICE	770051476	Tires/Mounting	001-5-110-1-63320	VEHICLE REPAIRS	580.00
VERIZON WIRELESS	9935111640	Modem - 4635	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Captain Cell Phone - 3004	001-5-110-1-63730	TELEPHONE	41.30
VERIZON WIRELESS	9935111640	Police Chief Cell Phone - 5804	001-5-110-1-63730	TELEPHONE	52.70
VERIZON WIRELESS	9935111640	Pepwave 1 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Pepwave 4 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Pepwave 3 PDS	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Assist Chief Cell Phone - 2918	001-5-110-1-63730	TELEPHONE	41.30
VERIZON WIRELESS	9935111640	Pepwave 2 PD	001-5-110-1-63730	TELEPHONE	40.03
PREFERRED HEALTH CHOICES...	0000006873	HRA Admin	001-5-110-1-64080	INSURANCE PREMIUM	35.00
ENGLISH INSURANCE	104119	Police - Insurance Premium	001-5-110-1-64080	INSURANCE PREMIUM	189.00
ENGLISH INSURANCE	104120	Police - Insurance Premium	001-5-110-1-64080	INSURANCE PREMIUM	2,233.00
HERITAGE PRINTING CO	111301	Notary Stamp	001-5-110-1-65060	OFFICE SUPPLIES	25.00
DUBUQUE HUMANE SOCIETY	2061	Stray Cat Charge	001-5-110-1-65060	OFFICE SUPPLIES	85.00
AXON ENTERPRISE INC	INUS159695	License/Storage/Cameras	001-5-110-1-67270	NEW EQUIPMENT	7,561.32
Department 110 - POLICE Total:					15,440.68
Department: 150 - FIRE					
DYERSVILLE RED JACKETS	05.12.23	IFA Midyear Meeting - Room...	001-5-150-1-62300	MEETINGS/TRAINING	2,879.12
JAM SYSTEMS & MIDLAND D...	94779	Doors/Installation	001-5-150-1-63180	BUILDINGS/GROUNDS MAIN...	19,533.50
ENGLISH INSURANCE	104119	Fire - Insurance Premium	001-5-150-1-64080	INSURANCE PREMIUM	213.00
ENGLISH INSURANCE	104120	Fire - Insurance Premium	001-5-150-1-64080	INSURANCE PREMIUM	314.00
GALLS	024125229	Badges	001-5-150-1-65407	DEPARTMENT SUPPLIES	1,077.80
MIDWEST BREATHING AIR LLC	26768	Quarterly Air Test	001-5-150-1-65407	DEPARTMENT SUPPLIES	482.95
Department 150 - FIRE Total:					24,500.37
Department: 180 - MISC. COMMUNITY PROTECTION					
TRAFFIC & TRANSPORTATION..	235041	Traffic Signal w/Backplate & ...	001-5-180-1-63321	STOPLIGHT REPAIRS	927.02
Department 180 - MISC. COMMUNITY PROTECTION Total:					927.02
Department: 210 - TRANSPORTATION					
RELiance STANDARD	06.2023	Public Works Insurance	001-5-210-2-61500	GROUP INSURANCE	9.39
GIANT WASH	3183	Vorwald Uniforms	001-5-210-2-61806	VORWALD TJ UNIFORMS	4.98
GIANT WASH	3186	Vorwald Uniforms	001-5-210-2-61806	VORWALD TJ UNIFORMS	3.53
GIANT WASH	3183	Maahs Uniforms	001-5-210-2-61807	MAAHS UNIFORMS	3.53
GIANT WASH	3186	Maahs Uniforms	001-5-210-2-61807	MAAHS UNIFORMS	2.08
OPENGOV INC	INV00010999	Open Gov Software	001-5-210-2-62100	DUES/SUBSCRIPTIONS	6,966.85
VERIZON WIRELESS	9935111640	Pepwave 7 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Pepwave 6 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Pepwave 1 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Pepwave 4 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Pepwave 5 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	PW 8	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	PW Director Cell Phone - 8775	001-5-210-2-63730	TELEPHONE	46.30
PREFERRED HEALTH CHOICES...	0000006873	HRA Admin	001-5-210-2-64080	INSURANCE PREMIUM	10.95
ENGLISH INSURANCE	104119	Public Works - Insurance Pr...	001-5-210-2-64080	INSURANCE PREMIUM	189.00
ENGLISH INSURANCE	104120	Public Works - Insurance Pr...	001-5-210-2-64080	INSURANCE PREMIUM	1,590.00
CMA WELDING LLC	14621	Aluminum Weld	001-5-210-2-65407	DEPARTMENT SUPPLIES	85.00
ACE HOMEWORKS	251786	Soldering Iron/Heat Shrink/S...	001-5-210-2-65407	DEPARTMENT SUPPLIES	48.02
JOHN DEERE FINANCIAL	5511306	Insect Spray	001-5-210-2-65407	DEPARTMENT SUPPLIES	19.99
SUPERIOR WELDING SUPPLY ...	L4904071	Welding Oxygen/Acetylene	001-5-210-2-65407	DEPARTMENT SUPPLIES	135.00

Expense Approval Register

Packet: APPKT01365 - 06.05.2

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
RIVER CITY PAVING	4300022291	Cold Patch Mix	001-5-210-2-67621	STREET REHABILITATION	712.08
Department 210 - TRANSPORTATION Total:					10,066.76
Department: 410 - LIBRARY					
RELiance STANDARD	06.2023	Library Insurance	001-5-410-4-61500	GROUP INSURANCE	108.39
GIANT WASH	3183	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	8.91
GIANT WASH	3186	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	6.91
PREFERRED HEALTH CHOICES...	0000006873	HRA Admin	001-5-410-4-64080	INSURANCE PREMIUM	15.00
ENGLISH INSURANCE	104119	Library - Insurance Premium	001-5-410-4-64080	INSURANCE PREMIUM	135.00
ENGLISH INSURANCE	104120	Library - Insurance Premium	001-5-410-4-64080	INSURANCE PREMIUM	126.00
Department 410 - LIBRARY Total:					400.21
Department: 430 - PARKS					
RELiance STANDARD	06.2023	Parks Insurance	001-5-430-4-61500	GROUP INSURANCE	25.30
CARQUEST AUTO PARTS	4986-412324	Air Filter	001-5-430-4-63320	VEHICLE REPAIRS	27.73
CARQUEST AUTO PARTS	4986-412340	Oil & Air Filters	001-5-430-4-63320	VEHICLE REPAIRS	49.22
CARQUEST AUTO PARTS	4986-412341	Oil	001-5-430-4-63320	VEHICLE REPAIRS	22.98
PREFERRED HEALTH CHOICES...	0000006873	HRA Admin	001-5-430-4-64080	INSURANCE PREMIUM	2.50
ENGLISH INSURANCE	104119	Parks - Insurance Premium	001-5-430-4-64080	INSURANCE PREMIUM	189.00
ENGLISH INSURANCE	104120	Parks - Insurance Premium	001-5-430-4-64080	INSURANCE PREMIUM	-484.00
HEFEL PORTABLE SERVICES L...	2437	Portable Restrooms	001-5-430-4-64322	CONTRACTED SERVICES	856.00
ACE HOMEWORKS	251792	Batteries/Deodorizer	001-5-430-4-65407	DEPARTMENT SUPPLIES	30.24
ACE HOMEWORKS	252237	Hardware	001-5-430-4-65407	DEPARTMENT SUPPLIES	119.94
GSA TURF SERVICES	2723	Irrigation System Start Up	001-5-430-4-65407	DEPARTMENT SUPPLIES	165.00
BSN SPORTS/COLLEGIATE PA...	921598438	Ball Caps/Volleyball Net & M...	001-5-430-4-65407	DEPARTMENT SUPPLIES	488.48
JOHN DEERE FINANCIAL	5517102	PVC Caps	001-5-430-4-65411	BASEBALL PROGRAM SUPPLI...	67.96
ACE HOMEWORKS	251917	Square Lighting Supplies	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	104.68
ACE HOMEWORKS	251974	Conduit/Fittings/Glue	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	27.71
ACE HOMEWORKS	252153	Hole Dozer BM HLSW	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	11.69
VOLKENS INC	5267	Directional Boring	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	6,080.00
CRESCENT ELECTRIC SUPPLY	S511309320.001	Cable/System Start Up - Lega...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	6,385.00
CRESCENT ELECTRIC SUPPLY	S51136321.001	PVC Cement - Legacy Square	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	48.54
CRESCENT ELECTRIC SUPPLY	S511395070.001	Conduit - Legacy Square	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	46.02
CRESCENT ELECTRIC SUPPLY	S511395070.002	Lighting Supplies - Legacy Sq...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	437.37
CRESCENT ELECTRIC SUPPLY	S511404719.001	Wire/Couplings - Square Light..	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	1,161.81
CRESCENT ELECTRIC SUPPLY	S511415081.001	Conduit/Wire/Filter/Wall M...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	1,181.20
CRESCENT ELECTRIC SUPPLY	S511429533.001	Wire - Stage	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	192.51
Department 430 - PARKS Total:					17,236.88
Department: 445 - AQUATIC CENTER					
RELiance STANDARD	06.2023	Pool Insurance	001-5-445-4-61500	GROUP INSURANCE	25.30
K & K LOGO DESIGNS LTD	1563416	Pool Uniforms	001-5-445-4-61815	AQUATIC CENTER UNIFORMS	708.92
CHATEAU DIVING	101	Lifeguard Training (10)	001-5-445-4-62300	MEETINGS/TRAINING	300.00
SERVPRO OF DUBUQUE	8427313	Pool Cleaning	001-5-445-4-63327	MAINTENANCE	1,670.03
VAN METER INC	S012724024.001	Overload Relay	001-5-445-4-63327	MAINTENANCE	93.59
PREFERRED HEALTH CHOICES...	0000006873	HRA Admin	001-5-445-4-64080	INSURANCE PREMIUM	2.50
ENGLISH INSURANCE	104119	Pool - Insurance Premium	001-5-445-4-64080	INSURANCE PREMIUM	102.00
ENGLISH INSURANCE	104120	Pool - Insurance Premium	001-5-445-4-64080	INSURANCE PREMIUM	1,943.00
ACCO	0232039-IN	Pool Chemicals	001-5-445-4-65407	DEPARTMENT SUPPLIES	2,783.65
ACE HOMEWORKS	251793	Insect Spray/Fitting	001-5-445-4-65407	DEPARTMENT SUPPLIES	12.28
JOHN DEERE FINANCIAL	5516662	Shop Towels	001-5-445-4-65407	DEPARTMENT SUPPLIES	20.98
CAPITAL SANITARY SUPPLY	D136423	Supplies	001-5-445-4-65407	DEPARTMENT SUPPLIES	713.40
CYGNUS HOME SERVICE LLC ...	2188944180	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	228.55
ATLANTIC COCA COLA	3927454	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	554.31
MYERS-COX COMPANY	558080	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	1,183.04
MYERS-COX COMPANY	558833	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	472.57
MYERS-COX COMPANY	558916	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	562.91
VAN METER INC	S012738326.001	Overload Relay	001-5-445-4-67274	CAPITAL IMPROVEMENTS/E...	231.60
Department 445 - AQUATIC CENTER Total:					11,608.63
Department: 460 - COMMUNITY CENTER					
TJ CLEANING SERVICES	05.18.23 Soc Ctr	Cleaning Services Wk of 5/12 ..	001-5-460-4-64322	CONTRACTED SERVICES	170.00
TJ CLEANING SERVICES	05.26.23 Soc Ctr	Cleaning Services Wk of 5/19 ..	001-5-460-4-64322	CONTRACTED SERVICES	210.00

Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
GIANT WASH	3183	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	8.91
GIANT WASH	3186	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	6.91
Department 460 - COMMUNITY CENTER Total:					395.82
Department: 470 - OTHER CULTURE					
ACE HOMEWORKS	251856	Preen Weed Control	001-5-470-4-64313	TREES FOREVER/GARDEN CL...	87.09
ACE HOMEWORKS	252133	Flowers	001-5-470-4-64313	TREES FOREVER/GARDEN CL...	59.84
JUMBO VISUAL PROJECTION	05.2023	Video Recording	001-5-470-4-65400	NEW CABLE EQUIPMENT	300.00
Department 470 - OTHER CULTURE Total:					446.93
Department: 610 - MAYOR, COUNCIL & CITY ADM					
RELIANCE STANDARD	06.2023	P & A Insurance	001-5-610-6-61500	GROUP INSURANCE	45.32
Department 610 - MAYOR, COUNCIL & CITY ADM Total:					45.32
Department: 620 - CLERK, TREAS & FINANCE					
RELIANCE STANDARD	06.2023	Mayor/Council Insurance	001-5-620-6-61500	GROUP INSURANCE	9.43
ACE HOMEWORKS	251660	Fasteners	001-5-620-6-65060	OFFICE SUPPLIES	1.88
Department 620 - CLERK, TREAS & FINANCE Total:					11.31
Department: 640 - CITY ATTORNEY					
DORSEY & WHITNEY	3881613	GO Bond Legal Fees	001-5-640-6-64110	LEGAL FEES	19,420.00
Department 640 - CITY ATTORNEY Total:					19,420.00
Department: 650 - CITY HALL & GEN BLDGS					
TJ CLEANING SERVICES	05.18.23 City	Cleaning Services Wk of 5/12 ..	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
TJ CLEANING SERVICES	05.26.23 City	Cleaning Services Wk of 5/19 ..	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
ACE HOMEWORKS	251585	Ballast	001-5-650-6-63100	BUILDING MAINTENANCE	36.95
ACE HOMEWORKS	251787	Moisture Absorber	001-5-650-6-63100	BUILDING MAINTENANCE	34.29
GIANT WASH	3183	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	22.09
GIANT WASH	3186	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	13.50
QUILL CORPORATION	32476238	Cleaning Supplies	001-5-650-6-63100	BUILDING MAINTENANCE	16.09
SCHINDLER ELEVATOR CORP...	7153666160	Elevator Maintenance	001-5-650-6-63100	BUILDING MAINTENANCE	1,500.00
MM MECHANICAL	i1587	Roto Rooter Stool	001-5-650-6-63100	BUILDING MAINTENANCE	155.00
VERIZON WIRELESS	9935111640	City Clerk Cell Phone - 4040	001-5-650-6-63730	TELEPHONE	46.30
VERIZON WIRELESS	9935111640	City 3440	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Administrator Cell Phone - 4...	001-5-650-6-63730	TELEPHONE	46.30
VERIZON WIRELESS	9935111640	City 0416	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Michel - 3568	001-5-650-6-63730	TELEPHONE	11.17
CIVICPLUS	263239	Website Annual Hosting & S...	001-5-650-6-64322	CONTRACTED SERVICES	7,439.11
ACE HOMEWORKS	252188	Swiffer Duster Refills	001-5-650-6-65412	BUILDING SUPPLIES	19.34
MR LOCK & KEY	4904	Vacuum bags	001-5-650-6-65412	BUILDING SUPPLIES	24.99
ACE HOMEWORKS	252189	Thermostat	001-5-650-6-67503	BUILDING IMPROVEMENTS	26.39
Department 650 - CITY HALL & GEN BLDGS Total:					9,871.54
Department: 660 - TORT LIABILITY					
PREFERRED HEALTH CHOICES...	0000006873	HRA Admin	001-5-660-6-64080	INSURANCE PREMIUM	1.75
ENGLISH INSURANCE	104119	P & A Insurance Premium	001-5-660-6-64080	INSURANCE PREMIUM	213.00
ENGLISH INSURANCE	104120	P & A Insurance Premium	001-5-660-6-64080	INSURANCE PREMIUM	-122.00
Department 660 - TORT LIABILITY Total:					92.75
Department: 670 - OTHER GENERAL GOVT					
JOHNSON CONTROLS	23518426	Annual Monitoring System	001-5-670-6-62100	DUES/SUBSCRIPTIONS	420.00
OPENGOV INC	INV00010999	Open Gov Software	001-5-670-6-62100	DUES/SUBSCRIPTIONS	6,966.87
FAREWAY STORES INC	00131176	Meeting Supplies	001-5-670-6-62300	MEETINGS/TRAINING	4.99
FAREWAY STORES INC	00131177	Meeting Supplies	001-5-670-6-62300	MEETINGS/TRAINING	5.79
Department 670 - OTHER GENERAL GOVT Total:					7,397.65
Fund 001 - GENERAL FUND Total:					117,861.87
Fund: 110 - ROAD USE FUND					
Department: 210 - TRANSPORTATION					
RELIANCE STANDARD	06.2023	Public Works Insurance	110-5-210-2-61500	GROUP INSURANCE	84.70
GAUL, TERRY	41837	Mailbox Reimbursement	110-5-210-2-64170	WINTER STREET MAINTENA...	50.00
Department 210 - TRANSPORTATION Total:					134.70
Fund 110 - ROAD USE FUND Total:					134.70

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 112 - TRUST AND AGENCY FUND					
Department: 460 - COMMUNITY CENTER					
DEMME, TRACY	05.12.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
SCHIELTZ, CYNDI	05.20.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	200.00
BOCKENSTEDT, KARLA	05.21.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	200.00
DAVIDSHOFER, KATIE	05.26.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
OFFERMAN, PENNY	05.27.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
MAIERS, TRICIA	05.28.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
DEFLIEGER, CARLYN	05.29.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
Department 460 - COMMUNITY CENTER Total:					900.00
Fund 112 - TRUST AND AGENCY FUND Total:					900.00
Fund: 301 - CAPITAL PROJECTS FUND					
Department: 723 - CAPITAL PROJECT					
WHKS & CO	48336	1st Ave Bridge Overlay - Tech...	301-5-723-8-64063	ENGINEERS FEES	10,012.28
ORIGIN DESIGN CO	78908	Heritage Trail - Construction ...	301-5-723-8-64063	ENGINEERS FEES	25,485.85
RIVER CITY PAVING	4300022262	332nd Ave Paving	301-5-723-8-64322	CONTRACTED SERVICES	17,819.96
Department 723 - CAPITAL PROJECT Total:					53,318.09
Department: 764 - CAPITAL PROJECT					
SCHUSTER, MARIE	2023-02	Sidewalk Replacement	301-5-764-8-64322	CONTRACTED SERVICES	31.20
Department 764 - CAPITAL PROJECT Total:					31.20
Fund 301 - CAPITAL PROJECTS FUND Total:					53,349.29
Fund: 600 - WATER FUND					
Department: 810 - WATER					
RELIANCE STANDARD	06.2023	Water Insurance	600-5-810-9-61500	GROUP INSURANCE	88.81
GIANT WASH	3183	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	6.43
GIANT WASH	3186	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	10.78
GIANT WASH	3183	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	7.88
GIANT WASH	3186	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	12.23
OPENGOV INC	INV00010999	Open Gov Software	600-5-810-9-62100	DUES/SUBSCRIPTIONS	6,966.85
VERIZON WIRELESS	9935111640	Pepwave 3 Wtr	600-5-810-9-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000006873	HRA Admin	600-5-810-9-64080	INSURANCE PREMIUM	15.02
ENGLISH INSURANCE	104119	Water - Insurance Premium	600-5-810-9-64080	INSURANCE PREMIUM	770.00
ENGLISH INSURANCE	104120	Water - Insurance Premium	600-5-810-9-64080	INSURANCE PREMIUM	346.00
IOWA ONE CALL	250475	Water Locates	600-5-810-9-64600	IOWA ONE CALL CHARGES	49.60
J & R SUPPLY	2305286-IN	Reducer	600-5-810-9-65407	DEPARTMENT SUPPLIES	124.07
J & R SUPPLY	2305801-IN	Gate Valve/Gasket/Lug	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,253.00
Department 810 - WATER Total:					9,690.68
Fund 600 - WATER FUND Total:					9,690.68
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
RELIANCE STANDARD	06.2023	Wastewater Insurance	610-5-815-9-61500	GROUP INSURANCE	117.70
GIANT WASH	3183	Woodward Uniforms	610-5-815-9-61810	WOODWARD UNIFORMS	2.08
GIANT WASH	3186	Woodward Uniforms	610-5-815-9-61810	WOODWARD UNIFORMS	2.08
GIANT WASH	3183	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	9.33
GIANT WASH	3186	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	10.78
OPENGOV INC	INV00010999	Open Gov Software	610-5-815-9-62100	DUES/SUBSCRIPTIONS	6,966.85
VERIZON WIRELESS	9935111640	Pepwave 2 WW	610-5-815-9-63730	TELEPHONE	40.01
VERIZON WIRELESS	9935111640	Sewer Camera	610-5-815-9-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000006873	HRA Admin	610-5-815-9-64080	INSURANCE PREMIUM	15.03
ENGLISH INSURANCE	104119	Sewer - Insurance Premium	610-5-815-9-64080	INSURANCE PREMIUM	189.00
ENGLISH INSURANCE	104120	Sewer - Insurance Premium	610-5-815-9-64080	INSURANCE PREMIUM	274.00
IOWA ONE CALL	250475	Sewer Locates	610-5-815-9-64600	IOWA ONE CALL CHARGES	49.60
J & R RENTAL	0087181	Dehumidifier	610-5-815-9-65407	DEPARTMENT SUPPLIES	160.95
POLYDYNE INC	1738362	Clarifloc	610-5-815-9-65407	DEPARTMENT SUPPLIES	3,074.04
J & R SUPPLY	2305508-IN	Non-Woven Liner	610-5-815-9-65407	DEPARTMENT SUPPLIES	175.00

Expense Approval Register

Packet: APPKT01365 - 06.05.2023 Item 1. P

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
JOHN DEERE FINANCIAL	5506578	Ratchet Strap	610-5-815-9-65407	DEPARTMENT SUPPLIES	39.99
				Department 815 - SEWER Total:	11,166.45
				Fund 610 - SEWER FUND Total:	11,166.45
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
RELIANCE STANDARD	06.2023	Solid Waste Insurance	670-5-840-9-61500	GROUP INSURANCE	14.19
BI-COUNTY DISPOSAL INC	447111	Spring Clean Up - TV	670-5-840-9-64304	SPRING CLEAN-UP LANDFILL ...	20.00
BI-COUNTY DISPOSAL INC	447114	Spring Clean Up Fees	670-5-840-9-64304	SPRING CLEAN-UP LANDFILL ...	3,728.70
PREFERRED HEALTH CHOICES...	0000006873	HRA Admin	670-5-840-9-65060	OFFICE SUPPLIES	2.25
				Department 840 - SOLID WASTE Total:	3,765.14
				Fund 670 - SOLID WASTE FUND Total:	3,765.14
				Grand Total:	196,868.13

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	117,861.87
110 - ROAD USE FUND	134.70
112 - TRUST AND AGENCY FUND	900.00
301 - CAPITAL PROJECTS FUND	53,349.29
600 - WATER FUND	9,690.68
610 - SEWER FUND	11,166.45
670 - SOLID WASTE FUND	3,765.14
Grand Total:	196,868.13

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61500	GROUP INSURANCE	309.49
001-5-110-1-62100	DUES/SUBSCRIPTIONS	4,087.50
001-5-110-1-63320	VEHICLE REPAIRS	580.00
001-5-110-1-63730	TELEPHONE	335.37
001-5-110-1-64080	INSURANCE PREMIUM	2,457.00
001-5-110-1-65060	OFFICE SUPPLIES	110.00
001-5-110-1-67270	NEW EQUIPMENT	7,561.32
001-5-150-1-62300	MEETINGS/TRAINING	2,879.12
001-5-150-1-63180	BUILDINGS/GROUNDS ...	19,533.50
001-5-150-1-64080	INSURANCE PREMIUM	527.00
001-5-150-1-65407	DEPARTMENT SUPPLIES	1,560.75
001-5-180-1-63321	STOPLIGHT REPAIRS	927.02
001-5-210-2-61500	GROUP INSURANCE	9.39
001-5-210-2-61806	VORWALD TJ UNIFORMS	8.51
001-5-210-2-61807	MAAHS UNIFORMS	5.61
001-5-210-2-62100	DUES/SUBSCRIPTIONS	6,966.85
001-5-210-2-63730	TELEPHONE	286.36
001-5-210-2-64080	INSURANCE PREMIUM	1,789.95
001-5-210-2-65407	DEPARTMENT SUPPLIES	288.01
001-5-210-2-67621	STREET REHABILITATION	712.08
001-5-410-4-61500	GROUP INSURANCE	108.39
001-5-410-4-63750	MAINTENANCE	15.82
001-5-410-4-64080	INSURANCE PREMIUM	276.00
001-5-430-4-61500	GROUP INSURANCE	25.30
001-5-430-4-63320	VEHICLE REPAIRS	99.93
001-5-430-4-64080	INSURANCE PREMIUM	-292.50
001-5-430-4-64322	CONTRACTED SERVICES	856.00
001-5-430-4-65407	DEPARTMENT SUPPLIES	803.66
001-5-430-4-65411	BASEBALL PROGRAM SU...	67.96
001-5-430-4-67274	CAPITAL IMPROVEMENT...	15,676.53
001-5-445-4-61500	GROUP INSURANCE	25.30
001-5-445-4-61815	AQUATIC CENTER UNIF...	708.92
001-5-445-4-62300	MEETINGS/TRAINING	300.00
001-5-445-4-63327	MAINTENANCE	1,763.62
001-5-445-4-64080	INSURANCE PREMIUM	2,047.50
001-5-445-4-65407	DEPARTMENT SUPPLIES	3,530.31
001-5-445-4-65414	CONCESSION STAND SU...	3,001.38
001-5-445-4-67274	CAPITAL IMPROVEMENT...	231.60
001-5-460-4-64322	CONTRACTED SERVICES	395.82
001-5-470-4-64313	TREES FOREVER/GARDE...	146.93
001-5-470-4-65400	NEW CABLE EQUIPMENT	300.00
001-5-610-6-61500	GROUP INSURANCE	45.32
001-5-620-6-61500	GROUP INSURANCE	9.43
001-5-620-6-65060	OFFICE SUPPLIES	1.88
001-5-640-6-64110	LEGAL FEES	19,420.00
001-5-650-6-63100	BUILDING MAINTENANCE	2,177.92
001-5-650-6-63730	TELEPHONE	183.79
001-5-650-6-64322	CONTRACTED SERVICES	7,439.11

Account Summary

Account Number	Account Name	Expense Amount
001-5-650-6-65412	BUILDING SUPPLIES	44.33
001-5-650-6-67503	BUILDING IMPROVEME...	26.39
001-5-660-6-64080	INSURANCE PREMIUM	92.75
001-5-670-6-62100	DUES/SUBSCRIPTIONS	7,386.87
001-5-670-6-62300	MEETINGS/TRAINING	10.78
110-5-210-2-61500	GROUP INSURANCE	84.70
110-5-210-2-64170	WINTER STREET MAINT...	50.00
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	900.00
301-5-723-8-64063	ENGINEERS FEES	35,498.13
301-5-723-8-64322	CONTRACTED SERVICES	17,819.96
301-5-764-8-64322	CONTRACTED SERVICES	31.20
600-5-810-9-61500	GROUP INSURANCE	88.81
600-5-810-9-61809	RECKER UNIFORMS	17.21
600-5-810-9-61814	HERBERS UNIFORMS	20.11
600-5-810-9-62100	DUES/SUBSCRIPTIONS	6,966.85
600-5-810-9-63730	TELEPHONE	40.01
600-5-810-9-64080	INSURANCE PREMIUM	1,131.02
600-5-810-9-64600	IOWA ONE CALL CHARG...	49.60
600-5-810-9-65407	DEPARTMENT SUPPLIES	1,377.07
610-5-815-9-61500	GROUP INSURANCE	117.70
610-5-815-9-61810	WOODWARD UNIFORMS	4.16
610-5-815-9-61813	REICHER UNIFORMS	20.11
610-5-815-9-62100	DUES/SUBSCRIPTIONS	6,966.85
610-5-815-9-63730	TELEPHONE	80.02
610-5-815-9-64080	INSURANCE PREMIUM	478.03
610-5-815-9-64600	IOWA ONE CALL CHARG...	49.60
610-5-815-9-65407	DEPARTMENT SUPPLIES	3,449.98
670-5-840-9-61500	GROUP INSURANCE	14.19
670-5-840-9-64304	SPRING CLEAN-UP LAND...	3,748.70
670-5-840-9-65060	OFFICE SUPPLIES	2.25
Grand Total:		196,868.13

Project Account Summary

Project Account Key	Expense Amount
None	161,338.80
3010971500	10,012.28
30120043	25,485.85
301SIDEWALK	31.20
Grand Total:	196,868.13



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01366 - 06.05.23 Bills List - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
ALLIANT ENERGY	05.12.23	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	44.59
WINDSTREAM	05.18.23	Police Phone	001-5-110-1-63730	TELEPHONE	132.45
Department 110 - POLICE Total:					177.04
Department: 130 - EMERGENCY MANAGEMENT					
MAQUOKETA VALLEY ELECTR...	04.2023	Tornado Siren Electricity	001-5-130-1-67275	EMERGENCY EQUIPMENT	46.49
Department 130 - EMERGENCY MANAGEMENT Total:					46.49
Department: 150 - FIRE					
MAQUOKETA VALLEY ELECTR...	04.2023	Fire - Electricity	001-5-150-1-63710	ELECTRICITY	312.57
WINDSTREAM	05.18.23	Fire Phone	001-5-150-1-63730	TELEPHONE	83.12
Department 150 - FIRE Total:					395.69
Department: 180 - MISC. COMMUNITY PROTECTION					
MAQUOKETA VALLEY ELECTR...	04.2023	Stop Lights Electricity	001-5-180-1-63710	ELECTRICITY	51.03
MAQUOKETA VALLEY ELECTR...	04.2023	Street Light Electricity	001-5-180-1-63710	ELECTRICITY	154.16
MAQUOKETA VALLEY ELECTR...	04.2023	Castle Hill Lights Electricity	001-5-180-1-63710	ELECTRICITY	44.19
MAQUOKETA VALLEY ELECTR...	04.2023	Street Lights 2 Electricity	001-5-180-1-63710	ELECTRICITY	10.18
MAQUOKETA VALLEY ELECTR...	04.2023	Field of Dreams Electricity	001-5-180-1-63710	ELECTRICITY	55.88
ALLIANT ENERGY	05.12.23	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	183.09
Department 180 - MISC. COMMUNITY PROTECTION Total:					498.53
Department: 210 - TRANSPORTATION					
CONCORDE GENERAL AGENCY	SUB566354-01	Flood Insurance Premium	001-5-210-2-64080	INSURANCE PREMIUM	591.86
CONCORDE GENERAL AGENCY	SUB566355-01	Flood Insurance Premium	001-5-210-2-64080	INSURANCE PREMIUM	657.51
Department 210 - TRANSPORTATION Total:					1,249.37
Department: 430 - PARKS					
ALLIANT ENERGY	05.12.23	Park Electricity	001-5-430-4-63710	ELECTRICITY	596.05
WINDSTREAM	05.18.23	Parks Phone	001-5-430-4-63730	TELEPHONE	49.11
Department 430 - PARKS Total:					645.16
Department: 460 - COMMUNITY CENTER					
ALLIANT ENERGY	05.12.23	Social Center Electricity	001-5-460-4-63710	ELECTRICITY	51.45
Department 460 - COMMUNITY CENTER Total:					51.45
Department: 650 - CITY HALL & GEN BLDGS					
DUBUQUE COUNTY TREASU...	129677	Property Tax	001-5-650-6-63324	MISC. EXPENDITURES	1,738.00
DUBUQUE COUNTY TREASU...	129679	Property Tax	001-5-650-6-63324	MISC. EXPENDITURES	422.00
MAQUOKETA VALLEY ELECTR...	04.2023 FOD	Internet- Field of Dreams	001-5-650-6-63730	TELEPHONE	379.55
WINDSTREAM	05.18.23	City Hall Phone	001-5-650-6-63730	TELEPHONE	224.18
Department 650 - CITY HALL & GEN BLDGS Total:					2,763.73
Fund 001 - GENERAL FUND Total:					5,827.46
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	05.12.23	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	427.19
Department 180 - MISC. COMMUNITY PROTECTION Total:					427.19
Fund 110 - ROAD USE FUND Total:					427.19
Fund: 600 - WATER FUND					
Department: 810 - WATER					
MAQUOKETA VALLEY ELECTR...	04.2023	Well 5 Electricity	600-5-810-9-63710	ELECTRICITY	1,743.97
WINDSTREAM	05.18.23	Water Phone	600-5-810-9-63730	TELEPHONE	74.92
Department 810 - WATER Total:					1,818.89
Fund 600 - WATER FUND Total:					1,818.89

Expense Approval Register

Packet: APPKT01366 - 06.05.2023
Item 1. H

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
MAQUOKETA VALLEY ELECTRICITY	04.2023	Press Building Electricity	610-5-815-9-63710	ELECTRICITY	2,741.58
MAQUOKETA VALLEY ELECTRICITY	04.2023	Ind Park Lift Station Electricity	610-5-815-9-63710	ELECTRICITY	92.66
MAQUOKETA VALLEY ELECTRICITY	04.2023	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	1,688.09
				Department 815 - SEWER Total:	4,522.33
				Fund 610 - SEWER FUND Total:	4,522.33
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
MAQUOKETA VALLEY ELECTRICITY	04.2023	Compost Site Electricity	670-5-840-9-63710	ELECTRICITY	61.84
				Department 840 - SOLID WASTE Total:	61.84
				Fund 670 - SOLID WASTE FUND Total:	61.84
				Grand Total:	12,657.71

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	5,827.46
110 - ROAD USE FUND	427.19
600 - WATER FUND	1,818.89
610 - SEWER FUND	4,522.33
670 - SOLID WASTE FUND	61.84
Grand Total:	12,657.71

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63710	ELECTRICITY	44.59
001-5-110-1-63730	TELEPHONE	132.45
001-5-130-1-67275	EMERGENCY EQUIPMENT	46.49
001-5-150-1-63710	ELECTRICITY	312.57
001-5-150-1-63730	TELEPHONE	83.12
001-5-180-1-63710	ELECTRICITY	498.53
001-5-210-2-64080	INSURANCE PREMIUM	1,249.37
001-5-430-4-63710	ELECTRICITY	596.05
001-5-430-4-63730	TELEPHONE	49.11
001-5-460-4-63710	ELECTRICITY	51.45
001-5-650-6-63324	MISC. EXPENDITURES	2,160.00
001-5-650-6-63730	TELEPHONE	603.73
110-5-180-1-63710	ELECTRICITY	427.19
600-5-810-9-63710	ELECTRICITY	1,743.97
600-5-810-9-63730	TELEPHONE	74.92
610-5-815-9-63710	ELECTRICITY	4,522.33
670-5-840-9-63710	ELECTRICITY	61.84
Grand Total:		12,657.71

Project Account Summary

Project Account Key	Expense Amount
None	12,657.71
Grand Total:	12,657.71



UBPKT01536 - Refunds 01 UBPKT01535 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-100041-01	Thurn, Amira		0	259.34			259.34	Generated From Billing
Total Refunds: 1			Total Refunded Amount:	259.34				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	259.34
Revenue Total:	259.34

An additional bills list will be distributed on
Monday, June 5, 2023.

MINUTES

CALL TO ORDER – ROLL CALL

PRESENT Mayor Jeff Jacque, Council Member Mike English, Council Member Mike Oberbroeckling, Council Member Tom Westhoff Council Member Jim Gibbs arrived at 6:21 pm
ABSENT Council Member Jenni Ostwinkle Silva

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member English to approve Monday, May 15, 2023 agenda as presented
Seconded by Council Member Oberbroeckling.
Voting Yea: English, Oberbroeckling, Westhoff Nay: None Absent: Gibbs Motion carried.

ORAL COMMENTS

APPROVAL OF CONSENT AGENDA

Motion made by Council Member Oberbroeckling to approve Consent Agenda Seconded by Council Member English.
Voting Yea: Gibbs, English, Oberbroeckling, Westhoff Nay: None Motion carried.

1. Approve Bills List; 2. Approve Minutes City Council Meeting - May 1, 2023; **3. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - April 11, 2023 **4. Blasting Permit** Bennett Explosives, Inc. - May 2023; **5. Blasting Permit** Bennett Explosives, Inc - June 2023; **6. Special Class C Retail Alcohol License (5 Day) June 5 - 9, 2023** Dyersville Chamber of Commerce Downtown Summer Nights; **7. Special Class C Retail Alcohol License (5 Day) July 10 - 14, 2023** Dyersville Chamber of Commerce Downtown Summer Nights; **8. Class C Retail Alcohol License** Mixtera Grill Dyersville; **9. Parade Permit** Dyersville Industries, Inc. - 37th Annual Dyersville Tractor Parade - June 3, 2023 at 6:30 pm; **10. Request** from Dyersville Industries, Inc. requesting permission to use the public streets for the 20th Annual Dyersville Tractor Ride on Friday, June 2, 2023 at 8:30 am; **11. Parade Permit** Basilica of St. Francis Xavier - Corpus Christi Procession - June 11, 2023; **12. Request** from the Fuse to block 4-5 parking spots in front of their business on July 15, 2023; **13. Request** from James Kennedy Public Library to close their parking lot for a live animal program for their Summer Reading Program on June 19, 2023 from 8:00 am - 2:30 pm; **14. Request** from the Dyersville Area Chamber of Commerce to use Legacy Square for the June 9th & July 14th Downtown Summer Nights and to close 2nd St SW in front of St. Francis Xavier School between 2nd Ave & 3rd Ave SW for the Firemen's Waterball in June; **15. Resolution No. 32-23** hiring Police Officer for the City of Dyersville **16. Resolution No. 33-23** Setting the Salaries for the Dyersville Family Aquatic Center Summer Employees of the City of Dyersville for 2023; **17. Resolution No. 34-23** Setting the Salary for an Employee of the City of Dyersville; **18. Resolution No. 37-23** fix a date for a public hearing on proposal to enter into a General Fund Snow Plow Truck Lease-Purchase Agreement with lease payments thereunder in an amount not to exceed \$225,000; **19. Authorize Mayor to Sign** Change Order No. 5 - Dyersville East Road Utilities Extension 2022 - Sanitary Sewer & Force Main - Tschiggfrie Excavating, Co. - \$11,323.87; **20. Authorize Mayor to Sign** Contract Payment No. 5 to Tschiggfrie Excavating Co. in the amount of \$97,814.68 for Dyersville East Road Utility Extension 2022 - Sanitary Sewer & Force Main; **21. Authorize Mayor to Sign** Contract Payment No. 8 to Portzen Construction, Inc. in the amount of \$76,415.83 for Dyersville East Road Utility Extension 2022 - Contract D - Lift Station & Linear Sewer Onsite; **22. Authorize Mayor to Sign** Contract Payment No. 2 to F.L. Krapfl, Inc. in the amount of \$122,114.71 for Dyersville East Road Utility Extension 2022 - Contract C Water Pumping Station; **23. Authorize Mayor to Sign** Contract Payment No. 3 to Top Grade Excavating, Inc. in the amount of

\$306,271.82 for Dyersville East Road Utility Extension 2022 - Contract E Water & Sewer; **24. Receive & File** Sewer Jetting Notice; **25. Receive & File** Staff Report - Police - May 2023; **26. Receive & File** Staff Report - Library - May 2023; **27. Receive & File** Staff Report - Parks & Recreation - May 2023; **28. Receive & File** Staff Report - Public Works - May 2023; **29. Receive & File** - Staff Report - City Administrator - May 2023; **30. Miscellaneous Correspondence** Board Member Advertisement. The following bills were approved for payment:

Access Systems	Contract	\$ 628.72
Ace Homeworks	Supplies	\$ 588.19
AireSpring	Phone	\$ 328.97
Amazon	Books	\$ 1,552.75
Automatic Systems Co	Supplies	\$ 150,465.00
Baker & Taylor Books	Books	\$ 1,516.04
Bell Bank Equipment Finance	Lease Payment	\$ 4,689.80
Bi-County Disposal Inc	Garbage / Recycling	\$ 25,925.70
Black Hills Energy	Natural Gas	\$ 1,026.80
Blackstone Publishing	Books	\$ 135.72
Book Bundler, The	Supplies	\$ 716.98
Capital Sanitary Supply	Supplies	\$ 60.88
Cascade Pioneer-Advertiser	Subscription	\$ 60.00
Cengage Learning	Books	\$ 134.35
Center Point Publishing	Books	\$ 75.96
Complete Office of Wisconsin	Supplies	\$ 97.85
Computer Doctors Inc	Computer Work	\$ 2,136.00
Conference Technologies Inc	Channel 8	\$ 12,431.00
Cook's Illustrated	Subscription	\$ 14.95
Crescent Electric Supply	Supplies	\$ 5,073.09
Davidshofer, Barbara	Supplies	\$ 90.80
Dyersville Commercial	Legal Notices/Ads	\$ 633.82
Eagle Point Energy 5	Solar Energy	\$ 3,113.88
Exvorte Engineering	Professional Service	\$ 525.00
Fareway Stores Inc	Program	\$ 57.03
Ferguson Waterworks	Supplies	\$ 3,577.65
Fuerste Carew Coyle Juergens & Sudmeier PC	Legal Fees	\$ 66.00
GDM CNC Routing Inc	Supplies	\$ 570.00
Giant Wash	Uniforms/Floor Mats	\$ 103.14
Gudenkauf, Deb	Program	\$ 25.83
Hausers Water Systems	Supplies	\$ 669.00
Hawkins Water Treatment	Supplies	\$ 3,483.69
Heritage Printing Co	Supplies	\$ 204.62
HGTV Magazine	Subscription	\$ 12.00
Holiday Inn Conference Center	Meeting	\$ 224.00
Hoopla By Midwest Tape	Program	\$ 207.54
ImOn Communications LLC	Fiber Optic Internet	\$ 2,010.00
Impact7G	Engineer Fees	\$ 880.00
Ingram Library Services	Books	\$ 589.56
Iowa Dept of Natural Resources	Certification	\$ 20.00
Iowa History Journal	Subscription	\$ 19.95
J & J Lawn Care	Mowing Contract	\$ 15,604.60
J & L Lumber	Supplies	\$ 30.00
John Deere Financial	Supplies	\$ 607.16
K & K Logo Designs Ltd	Uniforms	\$ 950.00
Kanopy Inc	Program	\$ 37.00

Kramer, Karen	Refund	\$ 100.00
Leick, Ruth	Refund	\$ 200.00
Manchester Press	Subscription	\$ 60.00
Medical Associates Clinic	Testing	\$ 52.00
Microbac Laboratories	Testing	\$ 1,433.50
Midwest Patch / Hi Viz Safety	Supplies	\$ 784.00
Mm Mechanical	Contract	\$ 1,890.00
Mr. Lock & Key	Supplies	\$ 16.95
Origin Design Co	Engineer Fees	\$ 57,512.00
Overdrive	Electronic Media	\$ 1,127.76
Pioneer Woman	Subscriptions	\$ 12.00
Postmaster	Supplies	\$ 48.00
Pregler, John	Program	\$ 100.00
Prier Bros Inc	Service	\$ 83.50
Quill Corporation	Supplies	\$ 9.34
Racom Corporation	Equipment / Repairs	\$ 145.00
River City Paving	Street Patching	\$ 8,381.57
Roeder, Brian or Kerry	Refund	\$ 100.00
Roeder, Lynann	Refund	\$ 200.00
School Life	Program	\$ 174.70
Schroeder, Brent C.	Reimbursement	\$ 72.00
Servpro of Dubuque	Insurance Claim	\$ 3,344.98
Skyline Winter Services	Supplies	\$ 840.00
Streicher's	Uniform	\$ 181.00
Tauke Motors	Vehicle Maintenance	\$ 1,506.09
Thompson, Terry	Refund	\$ 100.00
TJ Cleaning Services	Cleaning Services	\$ 720.00
Traces	Program	\$ 300.00
Ungs, Ruth	Refund	\$ 100.00
Unity Point Clinic	Testing	\$ 84.00
USA Blue Book	Supplies	\$ 616.65
Verizon Wireless	Phone	\$ 21.06
Wandsnider, John	Reimbursement	\$ 74.00
Wartburg College - NSTA Chapter	Program	\$ 108.02
Windstream	Phone	\$ 126.04

001 - General Fund	\$ 52,292.01
002 - Library Trust Fund	\$ 1,837.36
110 - Road Use Fund	\$ 8,399.56
112 - Trust and Agency Fund	\$ 800.00
301 - Capital Projects Fund	\$ 1,375.00
600 - Water Fund	\$ 12,975.36
602 - Water Capital Fund	\$ 136,979.00
610 - Sewer Fund	\$ 11,273.71
612 - Sewer Capital Account	\$ 70,503.00
670 - Solid Waste Fund	\$ 26,160.18
Grand Total:	\$ 322,595.18

ACTION ITEMS

31. 6:00 P.M. Public Hearing on amendment of current city budget for fiscal year ending June 30, 2023

Motion made by Council Member Gibbs to open Public Hearing Seconded by Council Member Oberbroeckling.

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

With there being no written or oral comments received Motion made by Council Member English to close Public Hearing Seconded by Council Member Westhoff.

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

32. Resolution No. 36-23 adopting amendment of current city budget for fiscal year ending June 30, 2023

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

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

33. Resolution No. 35-23 approving agreement between City of Dyersville, Tucktara, LLC, and Penn House LLC Partners for Building Renovations, Pennsylvania House Apartments Project

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

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

34. Resolution No. 38-23 awarding and approving contract for the demolition through Hazard Mitigation Grant Program Funds for Property at 309 3rd Avenue SW in the Flood Buyout Program

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

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

35. Resolution No. 39-23 approving grant agreement between Enhance Iowa Board and City of Dyersville, Sports Tourism Infrastructure Grant

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

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

36. Discussion and Possible Action on funding request for American Legion Post 137

Motion made by Council Member English to approve lease holder improvements not to exceed \$160,000 from ARPA Funds and to be completed by June 2024 Seconded by Council Member Gibbs.

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

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 7:20 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer

MINUTES

ROLL CALL

PRESENT

Jon Scherbring, Megan Scherrman, Matt Monahan, Nathan Huebner

ABSENT

Jason Lang and Sarah Goldsmith

APPROVAL OF AGENDA

Scherrman asked for review and approval of the agenda. Motion made by Monahan, Seconded by Huebner.

Voting Yea: Scherbring, Scherrman, Monahan, Huebner

Motion Carried

ORAL COMMENTS - None

AGENDA ITEMS

1. Approve Meeting Minutes - March 1, 2023

Scherrman asked for comment or changes and there were none. Motion made by Monahan, seconded by Huebner.

Voting Yea: Scherbring, Scherrman, Monahan, Huebner

Motion Carried

2. Receive & File Director's Reports – February, March & April 2023

Motion made by Monahan to receive and file the February, March & April 2023 Director's Reports, seconded by Huebner.

Voting Yea: Scherbring, Scherrman, Monahan, Huebner

Motion Carried

3. Aquatic Center Update

The pool was scheduled to open on May 27, 2023; however, due to a delay of plumbing installation for the new features and painting of the pool, opening date will now be Monday, May 29, 2023. The new features are scheduled to be delivered on May 24th or May 25th. The question was asked whether we'd be able to open if the features were not here. Huehnergath was unsure if this would be a possibility. Swimming lessons will begin June 5th – 8th.

4. Field of Dreams Tournaments

Field of Dreams Tournaments will start next weekend (May 27- 28) for 13/14 year olds. Our fields, Jenk Field and Beckman field will be used for these games. The following weekend it will really ramp up. Huehnergarth is hoping with additional summer staff it will go smoothly.

5. Field Updates

The City will be updating the batting cages with a concrete slab and turf grass. Heiar Fencing will be installing a fence above all the current fences at Commercial Club Park, 4 quadrants. Mark Fangmann has money to put towards netting and wants it to be done at Westside. Huehnergarth doesn't think it will look good. Scherrman is very concerned about people getting hit by foul balls in this area.

Huehnergarth has not had a lot of interest in Adult Softball. He has not put a lot of energy into this.

The commission agreed we do not want children that are three years old to play on the T-Ball league. These children are too young for this. They would possibly like to look at making 2 divisions with 4 & 5 year olds playing t-ball and 6 year olds playing coach pitch.

The commission agreed that having only one game an evening is great. In the past, we would often have two games a night and the second game would get rather late for the kids. It was also recommended that we sponsor a clinic for young umpires. This would make these kids more prepared and may also help us get more kids to be umpires.

8. River Town of the Year

Dyersville was named River Town of the Year. We will be awarded this recognition on May 31, 2023. This ceremony will take place at Vorwald Pedestrian Bridge and a reception will be held at Textile Brewing Company.

9. Soccer Updates

We are changing the 3rd/4th grade league to play 9 vs 9 players, they were playing 11 vs 11 players. 1st/2nd grade league were playing 11 vs 11 players. They are now playing 7 vs 7 players. Traveling leagues play 9 vs 9 players at this level. Our fields are too long. If the field is more square, it promotes passing and develops skills. Kids will get a lot more touches if playing 9 on 9. Making the field smaller will also allow us space to have another field.

Senior Soccer will include New Vienna, Guttenberg, Epworth, Farley, Cascade and 3 Dyersville teams. We will have a tournament this year.

10. Commission Member Comments

Scherrman passed on a message from Goldsmith that she wants to add a mini playground near ball fields at Westside so younger siblings can play there while their older sibling play baseball. She feels the area near the South side of the pavilion would be a good location.

11. Set next meeting date for July 12, 2023 at 6:00 pm.

ADJOURNMENT

The meeting was adjourned at 6:48 pm on a motion made by Monahan, seconded by Scherbring.

Voting yea: Scherbring, Scherrman, Monahan, Huebner

Motion Carried

Sandy Oberbroeckling

May 17, 2023

Date

CHANGE ORDER
For Local Public Agency Projects

No.: 1

Non-Substantial: ☒

Substantial: ☐

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 38856

Project Number: TAP-R-2160(617)--8T-31

Contract Work Type: PCC Sidewalk/Trail

Local Public Agency: City of Dyersville

Contractor: Tschiggfrie Excavating Company

Date Prepared: May 15, 2023

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

Revise Plan Sheets C.3, D.6, S.1 and S.2 dated 05-15-23, as attached.

0170 Reduce Item "Detectable Warnings"

0200 Reduce Item "Perforated Square Steel Tube Posts"

0210 Reduce Item "Perforated Square Steel Tube Post Anchor, Break-Away Soil Installation"

0220 Reduce Item "Type A Signs, Sheet Aluminum"

0230 Reduce Item "Painted Pavement Markings, Waterborne or Solvent Based"

0300 Reduce Item "Mulching"

0330 Delete Item "Stabilizing Crop - Seeding and Fertilizing(Urban)"

8001 Add Item "Revise Grades & Reset Forms for Trail, Station 104+05", Non-participating

B - Reason for change:

0170, 0200, 0210, 0220, 0230 - Upon further review of the plan intent, the City of Dyersville determined the crossing shown at Station 134+90 is a private driveway and not a continuation of Beltline Road (a public street). For this reason the detectable warnings, crosswalk markings, and trail stop signs will not be installed at this driveway crossing location.

0300, 0330: Timing of construction operations allowed installation of permanent seed without the need for stabilization crop and associated mulching.

Revise Plan Sheets, 8001 - After grading and forms were set, but before concrete was placed, the City of Dyersville determined, due to how they perform snow clearing operations, the curb ramp roadway crossing needed modification with grades and the location of the detectable warning panels. The plans indicated going up in grade immediately at the edge of roadway pavement, the City would be plowing the roadway shoulder also, so have concerns since this is a rural section (not a curbed roadway) that the snowplow would clip the detectable warnings and trail. The placement of the detectable warnings is adjusted to be at the edge of the shoulder.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0170, 0200, 0210, 0220, 0230, 0300, 0330 - Contract Unit Price

8001 - Agreed Lump Sum

Accounting ID No.(5-digit number): 38856

Change Order No.: 1

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

0170, 0200, 0210, 0220, 0230, 0300, 0330 - Contract Unit Price

8001 - See attached cost justification.

E - Contract time adjustment:

☒ No Working Days added☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
X		0170	2511-7528101 Detectable Warning	\$42.00	-40.000	-\$1,680.00
X		0200	2524-9276010 Perforated Square Steel Tube Posts	\$15.00	-12.000	-\$180.00
X		0210	2524-9276021 Perforated Square Steel Tube Post Anchor, Break-Away Soil Installation	\$91.00	-2.000	-\$182.00
X		0220	2524-93250001 Type A Signs, Sheet Aluminum	\$21.00	-4.500	-\$94.50
X		0230	2527-9263109 Painted Pavement Markings, Waterborne or Solvent Based	\$350.00	-4.050	-\$1,417.50
X		0300	2601-2634100 Mulching	\$860.00	-0.800	-\$688.00
X		0330	2601-2642120 Stabilizing Crop - Seeding and Fertilizing (Urban)	\$860.00	-1.400	-\$1,204.00
				Add Row	Delete Row	TOTAL
						-\$5,446.00

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		8001	2599-9999010	Revise Grades and Reset Forms for Trail, Station 104+05	\$1.00	2,320.000	\$2,320.00
			Add Row	Delete Row	TOTAL		\$2,320.00

H. Signatures

Signatures will be applied through DocExpress.

P:\20\043\DRAWINGS\CIVIL\20043 ZZ-C SHEETS.DWG 2023-05-15 15:32:56 ERIN URE

104-3 MODIFIED																			
DRAINAGE STRUCTURE BY ROAD CONTRACTOR																			
* Not a bid item ① Diameter or equivalent diameter																			
Pipe	Location	Size ①	Kind of Pipe	Length New Const.	Design Cover (H)	Rodent Guards (Removable Fork)	Area Intake Center Of Rim				Flow Line Information								Skew Ahead Degrees
No.		IN		LF	FT	No.	Station	Offset	Side	Elevation	Inlet				Outlet				Lt.
											Station	Offset	Side	Elevation	Station	Offset	Side	Elevation	
1	100+40	4	HDPE	24.5	1	2					100+40	4.05	LT	954.12	100+40	20.35	RT	951.88	
2	101+92	8	HDPE	28	1	2					102+00	6.00	LT	953.85	101+84.56	17.37	RT	953.55	34
3	104+18	12	HDPE	28	1	2					104+38.84	8.26	RT	955.5	104+21.70	14.66	LT	955.20	9
4	114+25	12	HDPE	26	1	2					114+25	7.45	RT	959.95	114+25	18.54	LT	959.70	
5	116+50	12	HDPE	28	1	2					116+50	6.82	RT	960.95	116+50	21.19	LT	959.18	
6	119+58	12	HDPE	34	2	1	119+70	5	RT	962.69	119+69.52	4.51	RT	960.75	119+48.62	21.06	LT	960.40	45
7	123+50	12	HDPE	25	1	2					123+50	7.53	RT	963.55	123+50	17.47	LT	963.25	
8	127+84	15	HDPE	58	1	2					127+60	7.32	RT	965.7	128+08.77	23.98	LT	963.25	57
9	131+78	12	HDPE	50	1	2					132+00	7.55	RT	966.2	131+55.89	18.81	LT	965.70	57

CHANGE ORDER #1

Item 4.

190-51 10-15-13																							
MATERIALS FOR TYPE 'A' SIGNS																							
TYPE A SIGNING TYPICALS	SIGN NUMBER	DIR OF TRAVEL	SIGN LOCATION STATION	WOOD POSTS		PERFORATED SQUARE STEEL TUBE						Steel Rect. Tube			TYPE A SIGN MOUNTING BRACKETS						INSTALLATION		
				NO. OF POSTS	4 x 6		LEG 1	LEG 2	LEG 3	ANCHOR		NO. OF POSTS	POST LENGTH	ANCHORS	ONE POST BRACKET	TWO POST	AUXILIARY	H	F	F1	TYPE	DIM 'X' FT	SEE SIGNING NOTES
					LEG 1	LEG 2				CONC	SOIL												
	W14-2	EB	100+52.32		FT	FT	12	FT	FT			1									1	6	DIM 'X' RELATIVE TO BELTLINE RD, RELOCATED "NO OUTLET" SIGN
	R2-1	EB	101+84.94				11					1									1	6	DIM 'X' RELATIVE TO BELTLINE RD, RELOCATED "SPEED LIMIT 30" SIGN
	W11-2 w/W16-7PL	EB	103+75.87				12					1									1	6	DIM 'X' RELATIVE TO BELTLINE RD
	R1-1	EB	103+81.59				6					1									1	2	DIM 'X' RELATIVE TO TRAIL
	R1-1	WB	104+07.55				6					1									1	2	DIM 'X' RELATIVE TO TRAIL
	W11-2 w/W16-7PL	WB	104+13.27				12					1									1	6	DIM 'X' RELATIVE TO BELTLINE RD
	R2-1	WB	105+33.79				11					1									1	6	DIM 'X' RELATIVE TO BELTLINE RD, RELOCATED "SPEED LIMIT 25" SIGN
	R1-1	EB	134+73.24				6					1									1	2	DIM 'X' RELATIVE TO TRAIL
	R1-1	WB	134+07.61				6					1									1	2	DIM 'X' RELATIVE TO TRAIL

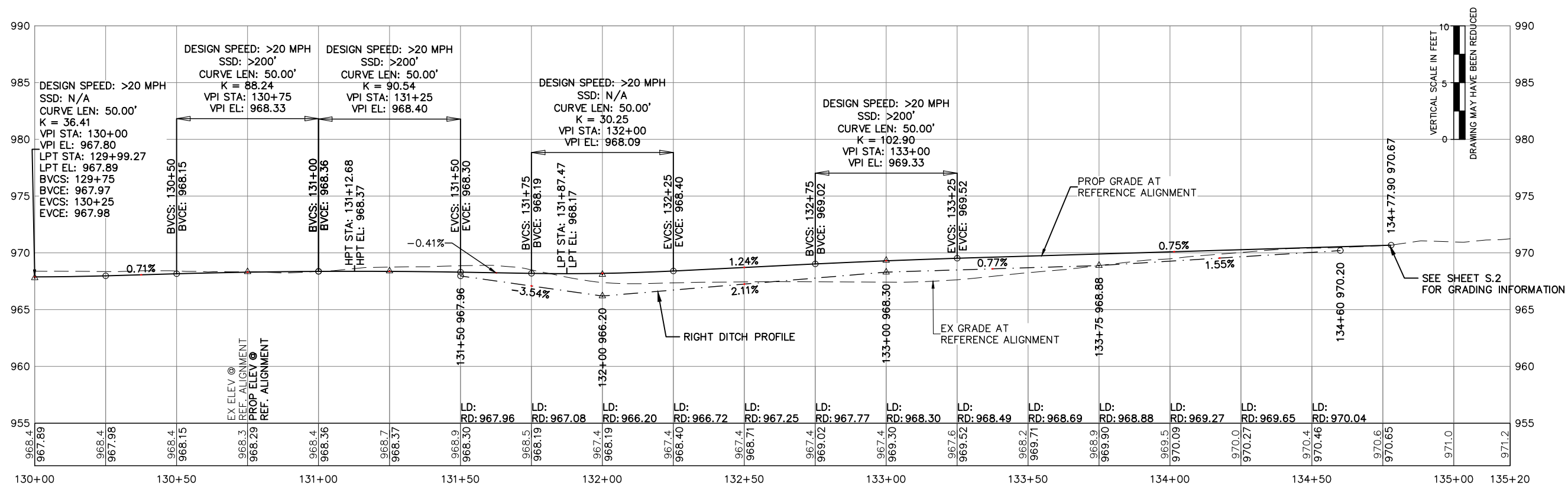
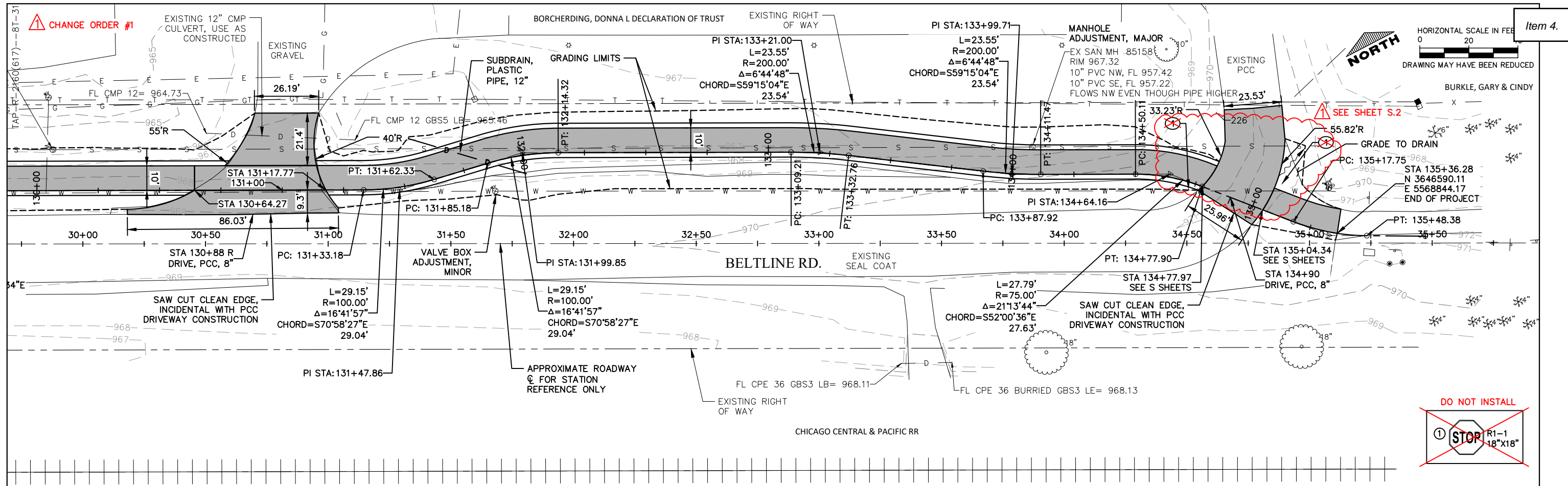
190-61 10-15-13									
EXISTING SIGNS TO BE REINSTALLED									
SIGN DESCRIPTION	DIRECTION OF TRAVEL	LOCATION STATION	NUMBER OF POSTS	SQUARE TUBE STEEL POSTS	WOOD POSTS		INSTALLATION		SEE SIGNING NOTES
					4" x 4" LF	4" x 6" LF	TYPE	DIM 'X'	
W14-2 "NO OUTLET" SIGN	EB	100+52					1.0	4'	REINSTALLED ON NEW POST, SEE TABULATION 190-51
R2-1 "SPEED LIMIT 30" SIGN	EB	101+78					1.0	6'	REINSTALLED ON NEW POST, SEE TABULATION 190-51
R2-1 "SPEED LIMIT 25" SIGN	WB	105+15					1.0	6'	REINSTALLED ON NEW POST, SEE TABULATION 190-51

190-66 10-21-14			
SUMMARY OF TYPE 'A' SIGNS			
Sign Number	Quantity	Size	Total Sign Area
	EACH	IN	SF
R1-1	4-2	18 X 18	9-0 4.5
W11-2	2	30 X 30	12.5
W16-7PL	2	24 X 12	4.0

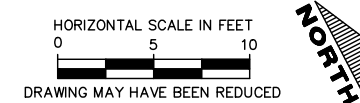
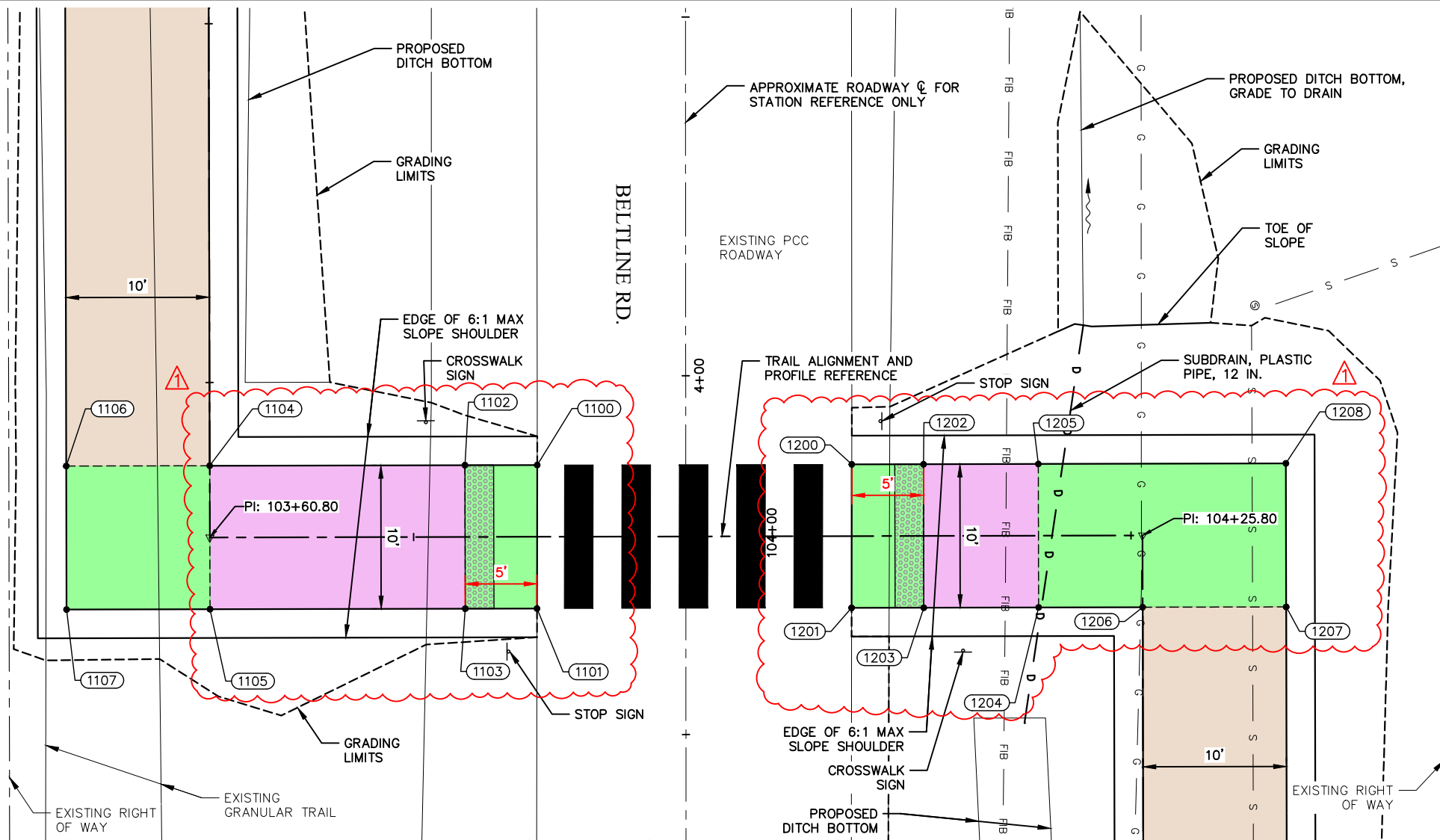
SIDEWALK CONSTRAINTS	
This Data Entry Sheet fills Tab 290-01 effective 04-15-14	
1. Widths: Widths listed in the S sheets are minimums.	
2. Cross Slopes: Construct all sidewalks, curb ramps, and landings/turning spaces at a target cross slope of 1.5%. Cross slopes exceeding 2.0% will not be allowed, except for areas tying into existing pavement. In these areas, transition from existing pavement cross slope to a cross slope of less than 2.0% within one panel at a rate not to exceed 1.0% per foot.	
3. Longitudinal Slopes: a. Sidewalk: i. Roadway slope exceeds 5.0%: Sidewalk longitudinal slope exceeding the roadway slope by more than 2.0% will not be allowed. ii. Roadway slope 5.0% or less: Sidewalk longitudinal slope exceeding 5.0% will not be allowed. b. Ramps: i. Ramps 15.0' in length or less: Longitudinal slope exceeding 8.3% will not be allowed. ii. Ramps greater than 15.0' in length: Construct with the longitudinal slope necessary to conform to the design.	
4. Landing/Turning Spaces: Longitudinal slopes exceeding 2.0% will not be allowed.	

108-22 04-16-13															
PAVEMENT MARKING LINE TYPES															
*BCY4 - Place on the same side of the roadway to match existing markings near the project. **NPY4 - For estimating purposes only. No Passing Zone Lines will be located in the field. CBW6: Crosswalk Bar (White) @ 15.00															
Location								Length by Line Type (Unfactored)							
Road ID	Station to Station	Dir. of Travel	Marking Type				Side	CBW6							Remarks
Beltline Rd	103+83.61 104+05.53	BOTH	Waterborne/Solvent Paint				L C R	STA							Trail alignment.
Beltline Rd	134+77.90 135+04.40	BOTH	Waterborne/Solvent Paint				X	0.22 0.27							Trail alignment.
			Factored Total & Bid Quantity: Waterborne/Solvent Paint					7.35 3.30							

Design For
HERITAGE TRAIL PAVING
FROM 11TH ST SE TO HERITAGE TRAIL
Station: .



CHANGE ORDER #1



LEGEND

- PROPOSED LANDING/TURNING AREA
- PROPOSED RECREATIONAL TRAIL
- PROPOSED RAMP
- PROPOSED DRIVEWAY, P.C. CONCRETE, 8"
- PROPOSED DETECTABLE WARNINGS

NOTE: MAINTAIN A MINIMUM OF 2" SPECIAL BACKFILL BELOW TRAIL PAVING IN THE REVISED AREAS. UNDERLYING SUBGRADE DOES NOT NEED TO BE RE-SHAPED TO PROVIDE THE FULL 6" INDICATED IN THE TYPICAL SECTIONS.

SIDEWALK COMPLIANCE

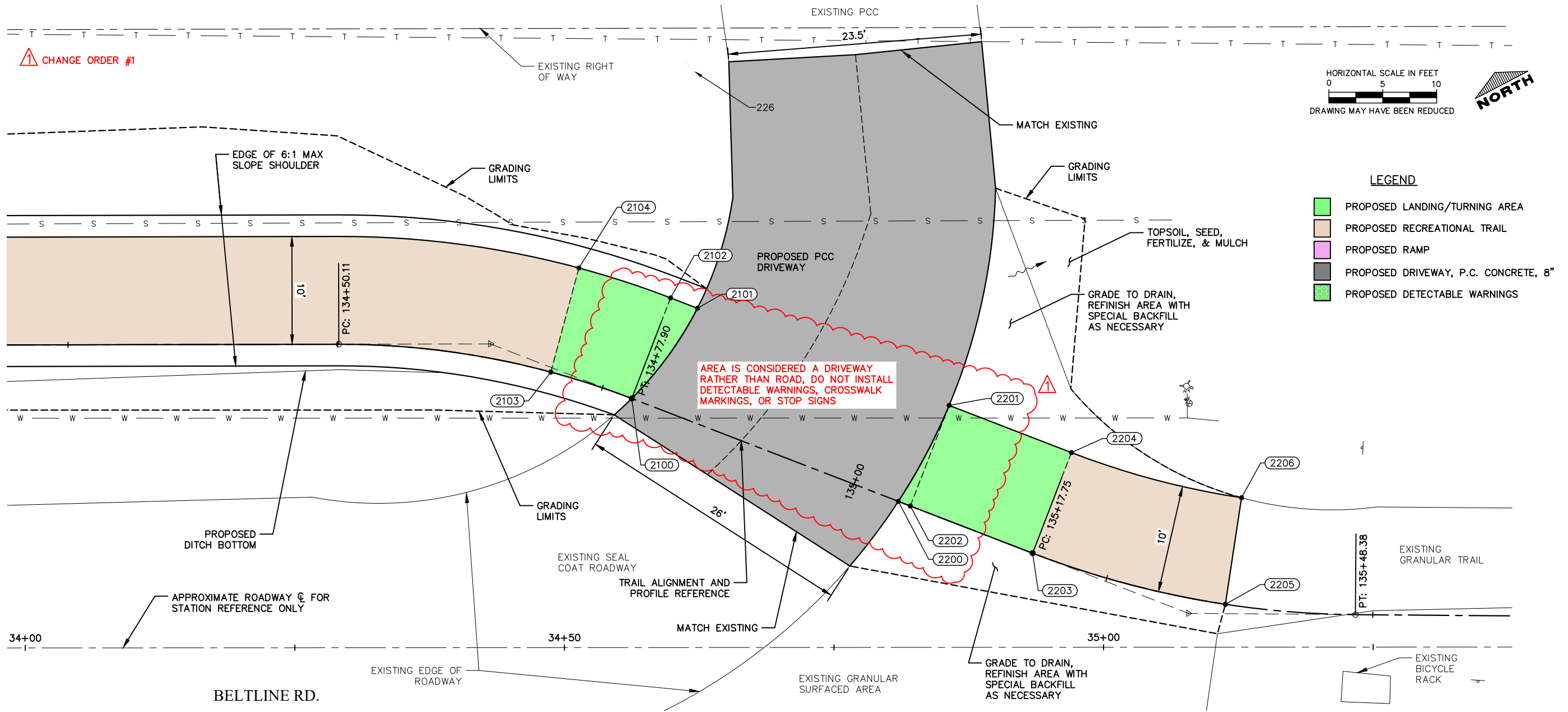
See S Sheets

* Does not include curb
1 Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.
2 Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	" PCC Recreational Trail ②	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant? ①	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
				FT	FT	%	Pos. or Neg.		%			Point	Northing	Easting	Elevation
1100	1101	Crosswalk Cross Slope - No Yield Condition	6	10.00	0.03	0.3%	0.0% to 5.0%					1100	5566082.38	3648009.36	957.17
1100	1102	Landing/Turning Space	6	5.04	-0.05	-0.9%	0.1% to 2.0%					1101	5566091.24	3648004.73	957.20
1101	1103	Landing/Turning Space	6	5.00	-0.02	-0.5%	0.1% to 2.0%					1102	5566080.06	3648004.88	957.12
1102	1103	Landing/Turning Space	6	10.00	0.06	0.6%	0.1% to 2.0%					1103	5566088.94	3648000.29	957.18
1102	1104	Ramp Running Slope	6	17.79	-1.2	-6.8%	0.5% to 8.3%					1104	5566071.88	3647989.09	955.92
1103	1105	Ramp Running Slope	6	17.79	-1.2	-6.8%	0.5% to 8.3%					1105	5566080.76	3647984.49	955.98
1104	1105	Landing/Turning Space	6	10.00	0.06	0.5%	0.1% to 2.0%					1106	5566067.28	3647980.21	955.77
1104	1106	Landing/Turning Space	6	10.00	-0.15	-1.5%	0.1% to 2.0%					1107	5566076.16	3647975.61	955.83
1105	1107	Landing/Turning Space	6	10.00	-0.15	-1.5%	0.1% to 2.0%					1200	5566092.45	3648028.82	957.14
1106	1107	Landing/Turning Space	6	10.00	0.06	0.5%	0.1% to 2.0%					1201	5566101.32	3648024.20	957.18
												1202	5566094.76	3648033.26	957.05
1200	1201	Crosswalk Cross Slope - No Yield Condition	6	10.00	0.04	0.4%	0.0% to 5.0%	Yes				1203	5566103.64	3648028.66	957.13
1200	1202	Landing/Turning Space	4	5.00	-0.09	-1.7%	0.1% to 2.0%					1204	5566107.31	3648035.77	957.60
1201	1203	Landing/Turning Space	4	5.03	-0.05	-1.0%	0.1% to 2.0%					1205	5566098.43	3648040.37	957.50
1202	1203	Landing/Turning Space	6	10.00	0.08	0.8%	0.1% to 2.0%					1206	5566110.65	3648042.21	957.49
1202	1205	Ramp Running Slope	6	8.00	0.45	5.6%	0.5% to 8.3%					1207	5566115.25	3648051.09	957.34
1203	1204	Ramp Running Slope	6	8.00	0.47	5.9%	0.5% to 8.3%					1208	5566106.37	3648055.69	957.24
1204	1205	Landing/Turning Space	6	10.00	-0.1	-1.0%	0.1% to 2.0%								
1204	1206	Landing/Turning Space	6	7.25	-0.11	-1.5%	0.1% to 2.0%								
1206	1207	Landing/Turning Space	6	10.00	-0.15	-1.5%	0.1% to 2.0%								
1205	1208	Landing/Turning Space	6	17.25	-0.26	-1.5%	0.1% to 2.0%								
1207	1208	Landing/Turning Space	6	10.00	-0.1	-1.0%	0.1% to 2.0%								

TAP-R-2160(617)--8T-31

Item 4.



SIDEWALK COMPLIANCE

See S Sheets

113-10A
MODIFIED

- * Does not include curb
(1) Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.
(2) Refer to tabulation 113-01 for bid quantities.

Point to Point	Sidewalk Designation	- " PCC Recreational Trail (2)	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant? (1)	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
											Point	Northing	Easting	Elevation
2100	2101	Crosswalk Cross Slope - No Yield Condition	6	10.35	-0.05	-0.5%	0.0% to 5.0%				2100	3646632.47	5568804.15	970.67
2101	2102	Landing/Turning Space	6	2.67	-0.04	-1.3%	0.1% to 2.0%				2101	3646637.08	5568813.42	970.62
2100	2102	Landing/Turning Space	6	10.00	-0.09	-0.9%	0.1% to 2.0%				2102	3646639.08	5568811.66	970.59
2100	2103	Landing/Turning Space	6	7.89	-0.06	-0.8%	0.1% to 2.0%				2103	3646638.11	5568798.63	970.61
2102	2104	Landing/Turning Space	6	8.94	-0.12	-1.4%	0.1% to 2.0%				2104	3646645.47	5568805.40	970.46
2103	2104	Landing/Turning Space	6	10.00	-0.15	-1.5%	0.1% to 2.0%				2200	3646612.59	5568821.68	970.96
2200	2201	Crosswalk Cross Slope - No Yield Condition	6	10.07	-0.1	-1.0%	0.0% to 5.0%				2201	3646618.31	5568829.97	970.86
2200	2202	Landing/Turning Space	6	1.19	0.02	1.4%	0.1% to 2.0%				2202	3646611.70	5568822.46	970.98
2201	2202	Landing/Turning Space	6	10.00	0.12	1.2%	0.1% to 2.0%				2203	3646602.57	5568830.50	971.16
2201	2204	Landing/Turning Space	6	12.16	0.18	1.5%	0.1% to 2.0%				2204	3646609.19	5568838.01	971.04
2202	2203	Landing/Turning Space	6	12.16	0.18	1.5%	0.1% to 2.0%				2205	3646590.11	5568844.17	971.59
2203	2204	Landing/Turning Space	6	10.00	-0.12	-1.2%	0.1% to 2.0%				2206	3646598.19	5568850.06	971.47
2203	2205	Sidewalk Running Slope	6	18.49	0.43	2.3%	0.5% to 5.0%							
2204	2206	Sidewalk Running Slope	6	16.32	0.43	2.6%	0.5% to 5.0%							
2205	2206	Match Existing Cross Slope	6	10.00	-0.12	-1.2%	Match Existing							



425 Julien Dubuque Dr.
Dubuque, IA 52003

P.O. Box 3280
Dubuque, IA 52004

Ph: (563) 557-7450

Fx: (563) 557-7585

Item 4.

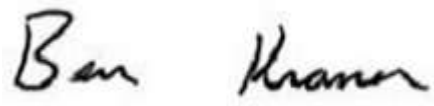
To:	CITY OF DYERSVILLE	Contact:	City of Dyersville
Address:	340 - 1st Ave E. Dyersville, IA 52040	Phone:	(563) 875-7724
		Fax:	(563) 875-8238
Project Name:	BO# 105 - Dubuque - Dyersville - PCC Sidewalk/Trail CO #1	Bid Number:	
Project Location:	Dyersville, IA	Bid Date:	5/2/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		SPECIAL BACKFILL	10.00	TON	\$17.00	\$170.00
2		REMOVE & RESET FORMS	1.00	LS	\$2,100.00	\$2,100.00
3		EXCAVATION, CL 10, RDWY+BORROW	5.00	CY	\$10.00	\$50.00

Total Bid Price: \$2,320.00

Notes:

- **The following items are included in this quote:**
- **The following items are NOT included in this quote:**
- Not Included: Any Surveying & Layout
- Not Included: Any Testing or Sampling of Materials
- Not Included: Cold Weather Protection for Paving or Subgrade
- Not Included: Removal of Hazardous or Contaminated materials
- Not Included: Over-excavation of poor soils
- Not Included: Any Bonding
- Not Included: Any Retainage
- Not Included: Any required Permits
- Not Included: Any Allowances
-
- **Special Notes for this quote:**
- Addendums are acknowledged
- All costs will be based on actual quantities installed
- Payment due 30 days from invoice
- This quote is applicable for 30 days after bid date
- Any applicable taxes will be an additional cost

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Tschiggfrie Exc. Co.  Authorized Signature: Estimator: Ben Kramer (563) 542-0586 bkramer@tschiggfrie.net
---	---

TSCHIGGFRIE INVOICE

Item 4.

Project: Dyersville Heritage Trail

Bill To: Origin Design

Address: 137 Main St Suite 100

City, St, Zip: Dubuque, IA. 52001

Attn: Julie Neebel

Ph: 563-556-2464

Fx:

Location: Dyersville IA. 52040

Date Completed: Tue, May 02, 2023

LABOR & EQUIPMENT

DESCRIPTION	SKU#	QTY	UNITS	UNIT PRICE	TOTAL
Remove & Reset Forms					
Foreman	LA01	2.00	HRS	@ 155.00 =	\$310.00
Operator	LA02	4.00	HRS	@ 110.00 =	\$440.00
Laborer	LA03	12.00	HRS	@ 90.00 =	\$1,080.00
JD 60 Exc 6.8T	EX03	0.50	HRS	@ 170.00 =	\$85.00
CAT 257-287 Skid Loader - Track	LD01	1.00	HRS	@ 185.00 =	\$185.00

\$2,100.00

MATERIALS

DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
-------------	-----	-------	------------	-------

\$0.00

City of Dyersville

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

BOARD & COMMISSION APPLICATION

(PLEASE PRINT & USE BLUE OR BLACK INK)

NAME: Ryan Cahill

ADDRESS: 947 11th St SW, Dyersville, IA 52040

PHONE: (563) 599-1179

EMAIL: ryanpcahill@gmail.com

BOARD OR COMMISSION APPLYING FOR: _____

Planning and Zoning Commission

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU INTERESTED IN THIS BOARD OR COMMISSION? _____

I wish to continue serving on the commission to help
shape the future development of Dyersville.

YOUR EXPERIENCE BENEFICIAL TO THIS BOARD OR COMMISSION: _____

P+Z Commission Member since 2015.

OTHER CIVIC EXPERIENCE: _____

None

Ryan Cahill
SIGNATURE

5/9/2023
DATE

PLEASE RETURN TO CITY CLERK'S OFFICE – CITY HALL

City of
Dyersville

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

Item 6.

BOARD & COMMISSION APPLICATION

(PLEASE PRINT & USE BLUE OR BLACK INK)

NAME: Ralph Weber

ADDRESS: 514 Country Club Ct, Dyersville, IA 52040

PHONE: 563-542-8964

EMAIL: rjweber@windstream.net

BOARD OR COMMISSION APPLYING FOR: Board of Adjustment

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU INTERESTED IN THIS BOARD OR COMMISSION? _____

To be active in the community

YOUR EXPERIENCE BENEFICIAL TO THIS BOARD OR COMMISSION: _____

No specific experience before this board
other on Commercial Club Board.

OTHER CIVIC EXPERIENCE: Volunteer 6 years on

Commercial Club Board, active in Dyersville
Area Historical Society

Ralph Weber
SIGNATURE

May 1, 2023
DATE

PLEASE RETURN TO CITY CLERK'S OFFICE - CITY HALL



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

BOARD & COMMISSION APPLICATION

(PLEASE PRINT & USE BLUE OR BLACK INK)

NAME: Mark Singsank

ADDRESS: 542 Country Club Ct

PHONE: 563-543-8618

EMAIL: msingsank@gmail.com

BOARD OR COMMISSION APPLYING FOR: Adjustment

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU INTERESTED IN THIS BOARD OR COMMISSION? _____

To learn more about the operations of city government

YOUR EXPERIENCE BENEFICIAL TO THIS BOARD OR COMMISSION: _____

About 10 years (I think) on the Parks & Rec Commission,
most as chair

OTHER CIVIC EXPERIENCE: steering committee to build new

swimming pool; chair of fundraising committee to build new

library; spec. director of DACC; board member/chair DAEF

Mark Singsank
SIGNATURE

5/25/2023
DATE

PLEASE RETURN TO CITY CLERK'S OFFICE – CITY HALL

RESOLUTION NO. 40-23**A RESOLUTION SETTING THE SALARY FOR THE
DYERSVILLE FAMILY AQUATIC CENTER SUMMER EMPLOYEE OF THE
CITY OF DYERSVILLE FOR 2023****BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DYERSVILLE,
IOWA:**

SECTION 1. The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is authorized to issue checks, less legally required or authorized deductions from the amount set out below, on Friday of each week, all subject to audit and review by the City Council:

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>2023 Wage</u>
Lauren	Specht	Lifeguard	\$ 12.00

SECTION 2. *Lifeguard Reimbursement.* Effective from the date of this Resolution, the City Administrator or his agent are hereby authorized to reimburse one-half of the lifeguard safety certificate training costs for Managers, Head Lifeguards and Lifeguards that have worked more than 200 hours, completed five (5) private lessons, worked 20 hours in August at the Aquatic Center and have successfully completed employment with the City of Dyersville for the entire pool season. Reimbursement request must be made by September 15, 2023 to the City Clerk. This reimburse will only cover costs to enroll and obtain the lifeguard safety certificate training; it does not cover their work time to attend the class nor mileage reimbursement.

SECTION 3. The City Administrator is hereby authorized to adjust only the lifeguard's hourly rate of pay up to \$0.25 per hour for successfully earning and using their Water Safety Instructor (WSI) certification at the Dyersville Family Aquatic Center.

SECTION 4. The Policy and Administration Committee and City Administrator are hereby authorized to meet from time to time to consider merit pay adjustments and make recommendations to the City Council. Furthermore, the City Council shall make merit pay adjustments as they may deem necessary.

PASSED AND APPROVED this 5th day of June, 2023.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer

RESOLUTION NO. 41-23**A RESOLUTION SETTING THE SALARY FOR A
SUMMER EMPLOYEE OF THE CITY OF DYERSVILLE FOR 2023****BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DYERSVILLE,
IOWA:**

SECTION 1. The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is authorized to issue checks, less legally required or authorized deductions from the amount set out below, on Friday of each week, all subject to audit and review by the City Council:

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Rate</u>
Padraig	Gallagher	Public Works	\$ 14.50

SECTION 2. The Policy and Administration Committee and City Administrator are hereby authorized to meet from time to time to consider merit pay adjustments and make recommendations to the City Council. Furthermore, the City Council shall make merit pay adjustments as they may deem necessary.

PASSED AND APPROVED this 5th day of June, 2023.

 Jeff Jacque, Mayor

ATTEST:

 Tricia L. Maiers, City Clerk / Treasurer



City of Dyersville will be FLUSHING FIRE HYDRANTS

Monday, June 19th thru Friday, June 23rd, 2023

Dates and Sections of town.....

Monday	NW side, including NE section north of river
Tuesday	SW side, including 1 st Ave W
Wednesday	NE side, including 2 nd Ave SE & 1 st Ave E
Thursday	SE side, not including 2 nd Ave SE
Friday	South of 15 th Avenue SE

The water in the areas being flushed may become discolored for a short time. If this happens, let the water run until it clears up – should be less than 5 minutes.

We are asking residents to refrain from doing laundry the day that their area is being flushed due to the possibility that the water may become discolored.

We are also asking the residents to bypass their water softeners the day that their area is being flushed to prevent the possibility of the resin being moved into their water pipes.

We would like to thank our customers for their time and understanding of the City's needs to maintain their infrastructure.

If you have any questions, please contact City Hall at 875-7724





Photo Credit: Mark Gromko, Iowa Water Third Place

13th Annual Keep Iowa Beautiful Annual Photographer Contest Submission

May 2023 Newsletter





Join Us for Keep Iowa Beautiful's Second Annual Golf Tournament

Keep Iowa Beautiful is excited to announce our Second Annual Golf Tournament on Tuesday, July 11th at Copper Creek Golf Club, 4825 Copper Creek Dr, in Pleasant Hill, IA! All proceeds will support Keep Iowa Beautiful's efforts to make Iowa a more beautiful and sustainable place to live and work!

Do you want to showcase your organization and show support to Keep Iowa Beautiful? Consider donating an auction item or becoming a hole sponsor! Hole sponsorships can be purchased for \$125. Learn more and register [here](#).

Want to donate an auction item? Please reach out to Executive Director, Andy Frantz, at afrantz@keepiowabeautiful.org.

[Register Here](#)

Keep Iowa Beautiful Holds Annual Awards Ceremony

On May 16, Keep Iowa Beautiful held the awards ceremony for the 2023 Annual Awards and Keep Iowa Beautiful Scholarship winners at the State Capitol in partnership with Lieutenant Governor Adam Gregg. A recap of the awards and photos of the recipients are provided below.

Congratulations to all winners!

OLIVIA ARKFELD, Council Bluffs, won this year's Byers Scholarship. Arkfeld is attending the University of Iowa, studying environmental engineering.



Pictured (L-R): Andy Frantz, KIB Executive Director; Reo Menning, Chair KIB Board of Directors; Lt. Gov. Adam Gregg; Jenna Ramsey & Kevin Cabbage, Farmers Mutual Telephone Company.

Educator Bob Byers dedication to young people and environmental concerns was a driving force encouraging young people to help improve their communities.



Pictured: Claire Britt (Not in attendance)

CLAIRE BRITT, West Union, won this year's Fultz Scholarship. Britt is attending University of Iowa, studying marketing/managing. Bill Fultz was a founding Keep Iowa Beautiful Board member and artist. He started an advertising agency that became the largest agriculture advertising agency in the world.

AMANDA OGLE, Gravity, won this year's Schnepf Scholarship. Ogle is attending Iowa State University, studying environmental engineering. Gerry Schnepf, founding Executive Director. His careers spanned 50 years of making Iowa a better place to live, work and raise a family.



Pictured: Amanda Ogle (Not in attendance)



The **Keep Iowa Beautiful Corporation Award** was awarded to the **FARMERS MUTUAL TELEPHONE COMPANY** for leading by example in connectivity, housing and community development in Stanton.

Pictured (L-R): Andy Frantz, KIB Executive Director; Reo Menning, Chair KIB Board of Directors; Lt. Gov. Adam Gregg; Jenna Ramsey & Kevin Cabbage, Farmers Mutual Telephone Company.

The **Keep Iowa Beautiful Organization Award** was awarded to the **IOWA RURAL DEVELOPMENT COUNCIL** for empowering rural communities and resource providers towards collaboration and positive change.



Pictured (L-R) front row: Menning, Gregg, Sandy Ehrig, Mark Reinig, Troy Weary, Madison Burke and Liesl Seabert.

(L-R) back row; Andy, Bill Menner, Bruce Nuzum and Brittany Morales.



Pictured (L-R): Frantz, Menning, Gregg, Corinne Peterson, Bonnie Wood. Back row: (L-R) Parker Aden, Jon Rittgers and Margo Underwood.

The **Keep Iowa Beautiful Robert D. Ray Award of Excellence** was awarded to the **COMMUNITY OF MANNING** for fostering innovation, leadership, and pride in developing a vibrant community.

The **Keep Iowa Beautiful Robert D. Ray Award of Excellence** was also awarded to the **COMMUNITY OF POCAHONTAS** for building strong partnerships with community groups and businesses and enhancing Hometown Pride in the community.



Pictured (L-R): Frantz, Menning, Gregg, Corinne Peterson, Bonnie Wood. Back row: (L-R) Parker Aden, Jon Rittgers and Margo Underwood.



Pictured (L-R): Frantz, Menning, Gregg, Scott Smith, Don Lamberti, Founder and retired Chairman of Casey's General Stores). Lamberti and former Governor Robert D. Ray founded Keep Iowa Beautiful in 2000.

The **Keep Iowa Beautiful Donald F. Lamberti Hometown Pride Vision Award** selected **SCOTT SMITH** for his longtime support and service to improving the quality of life in our state making Iowa's communities better places to live and raise a family.

But wait.. There's more...



Pictured (L-R): Gregg, Lamberti, Bill Jackson.

Near the conclusion of the award ceremony, Reo Menning, Chair of the Keep Iowa Beautiful Board of Directors, announced there was one more **Donald F. Lamberti Hometown Pride Vision Award** to make. The award, a complete surprise, was made to long-time Associate Director of Keep Iowa Beautiful Bill Jackson "for his over 20 years of outstanding leadership, dedication, support, and passion for Keep Iowa Beautiful's mission and values." Jackson was "speechless", a rare occasion for him.

[Learn More](#)

Hometown Pride Updates

Check out some of the great work happening in our Hometown Pride Communities!

Greeley Decorative Light Pole Project

Greeley Decorative Light Pole project is complete!! Four light pole units were purchased and installed along Highway 38 (which runs through the middle of town) last week thanks to a 2022, \$10,000 grant from the AARP Community Challenge Grant Program, the City, and private donors. A great start in creating a downtown corridor in this small community.



Rolfe Hometown Pride Tree Planting



The Rolfe Hometown Pride Committee along with great community volunteers planted 18 trees in four different public locations on Sat. April 29. The trees were purchased at the Gilmore Garden Center with an Alliant Energy and Trees Forever Branching Out Grant recently awarded to the Rolfe Hometown Pride Committee.

Social Media Submissions

Keep Iowa Beautiful wants to share your community's good news!

Are you proud of a completed project in your town? Do you want to show off a new mural in your downtown? Did you host a fun, exciting event for your community? We want to know about it!

Click on the button below to share short descriptions of events, projects, or news from your town! You can include pictures and captions as well. Keep Iowa Beautiful will share your post on our social media!

[Submit Your Stories](#)

You Can Stop Litter!

You can help reduce litter in Iowa!

When you see litter happening on Iowa's roadways, call 1-888-NOLITTR (1-888-665-4887) to report littering from a vehicle.

Please provide as much detail about the incident as possible:

- License plate number
- Time and specific location (street & city)
- What was thrown from the vehicle
- A vehicle description (color, make and model)

Reported offenders will receive a warning letter from Keep Iowa Beautiful drawing attention to their offense. This sends the message that people, like you, are watching.



Your Support Matters!

Consider supporting Keep Iowa Beautiful to help us continue our work improving Iowa communities! Remember: donations to Keep Iowa Beautiful are tax deductible!

Donations can be made online or checks can be mailed to our office:

Keep Iowa Beautiful
2910 Westown Pkwy. Suite 302
West Des Moines, IA 50266

[Donate](#)

KEEP IOWA BEAUTIFUL

2910 Westown Parkway, Suite 302 | West Des Moines, IA 50266
www.KeepIowaBeautiful.org



Keep Iowa Beautiful | 2910 Westown Pkwy, Suite 302, West Des Moines, IA 50266

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may 2023

ecia spotlight



UI and Clinton Celebrate Partnership





Peosta Awarded \$100K

The City of Peosta will receive a \$100,000 MATCH Grant from the Wellmark Foundation for the community's Kelly Oaks Park Shared Multi-Use Accessible Path project.

Kelly Oaks Park encompasses 17 acres of the northeast portion of Peosta with a disc golf course being the current primary feature of this mostly undeveloped parkland. The City plans to expand the park's amenities to create a central park where all residents will have an opportunity to be physically active. The next step in the process is adding a 3,000 foot shared-use, paved ADA accessible path with lighting that will loop around the park. With many streets in Peosta lacking sidewalks, minimal street lighting, and no existing trails, the park's new shared-use path will offer a safe place for walking, biking, and other outdoor activities. The Kelly Oaks Park shared multi-use path will be the trail head to a long-range planned city-wide trail system and new sidewalk links.

Mayor Russell Pfab stated, "We are very excited to receive this grant from the Wellmark Foundation towards the development of our shared multi-use accessible path project in Kelly Oaks Park. This will be our trail head for the future trails planned throughout the city. Peosta citizens have expressed a great interest in a trail system for the city and this is an awesome way to launch from the idea stage to the implementation stage!"

Future improvement plans for the park include fully equipped and accessible playground equipment for various age groups; a functional pavilion; and a paved parking lot. The shared multi-use accessible path is central to the long-term plans for the park, and the City.

Keep ECIA Top of Mind

Item 12.

Don't forget, ECIA can update your city code and administer your CDBG project.

ECIA staff have 30 years' experience in updating city codes for communities in the ECIA region. ECIA was the originator of the model code starting with Larry Nagle over 30 years ago, who worked with an attorney on the process. Today, the model code is a working, almost living document, that our code attorney maintains in collaboration with ECIA and other COGS across the state. Please see the graph below on the model code update process.

When ECIA works with communities, this is generally how the city code update process looks for communities that choose to update their code every five years:

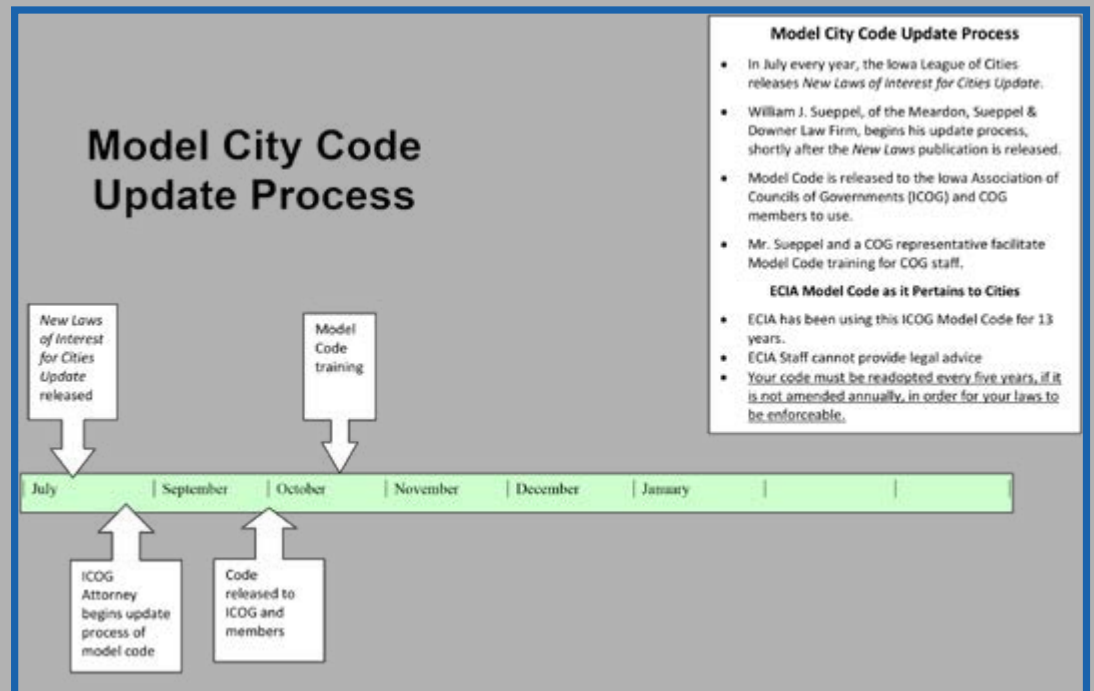
- A letter is sent to the Mayors and City Clerks the year before their city codes will hit the 5 year mark.
- The Clerk sends ECIA staff all adopted ordinances and resolutions that have been passed since the last city code update.
- ECIA staff incorporates the ordinances and resolutions and pertinent model code changes to the draft city code.
- ECIA meets with the Clerk and any other interested City staff and Council on the draft city code (this could take one or multiple meetings).
- ECIA staff makes any changes.
- Final draft is approved by City staff.
- ECIA prepares a final draft with any changes highlighted in red and adoption materials which includes a resolution to pass the public hearing date, the public hearing notice, and the ordinance that adopts the new city code.

ECIA also assists with city code supplements if a community wants to update their code annually and will also work with American Legal Publishing with keeping an online version live.

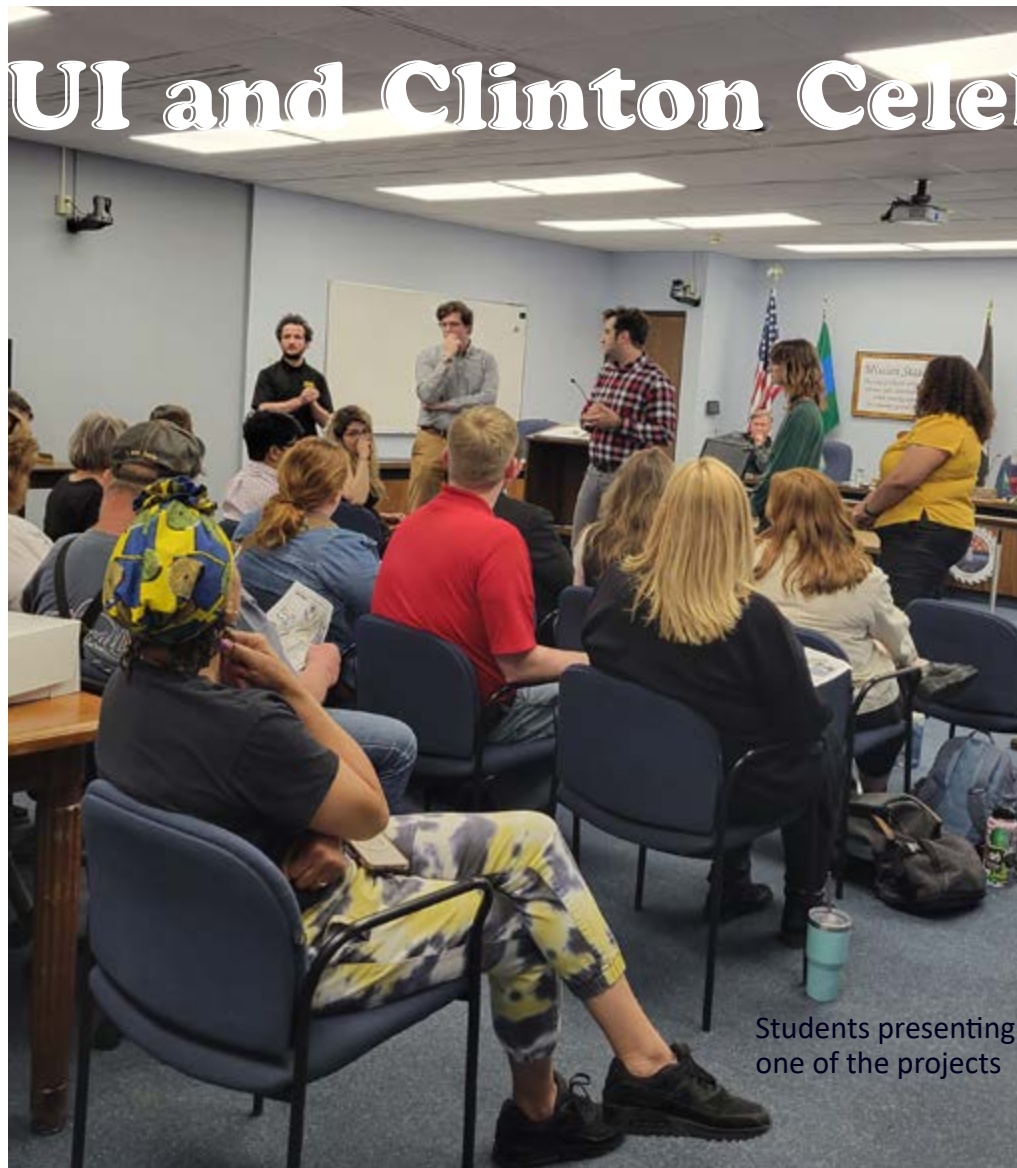
Please call Marla Quinn, ECIA Grants and Municipal Coordinator, if you have questions and especially if you think your city code is outdated!

ECIA also writes and administers CDBG and HOME grants for local governments. The Community Development Block Grant (CDBG) and HOME Investment Partnership Programs involve compliance with complex state and federal regulations. Any agency that administers these programs must go through rigorous training and take a test to become state certified to administer the CDBG program. All 11 of the ECIA Community and Economic staff are certified to administer these programs. If you are embarking on a project that fits these

programs (CDBG - <https://www.iowaeda.com/cdbg/>) and the HOME Program- <https://www.iowafinance.com/programs-for-property-developers/home-program/>) call Amanda Dupont at 563-690-5761.



UI and Clinton Celebrate Partnership



Students presenting one of the projects

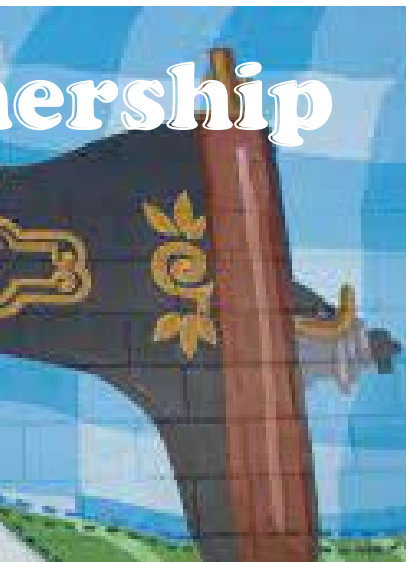


The University of Iowa and the City of Clinton just concluded a school-year-long partnership, which included the work of more than 100 UI students, who completed 20 projects on behalf of the City. The City invested \$50,000 for this work.

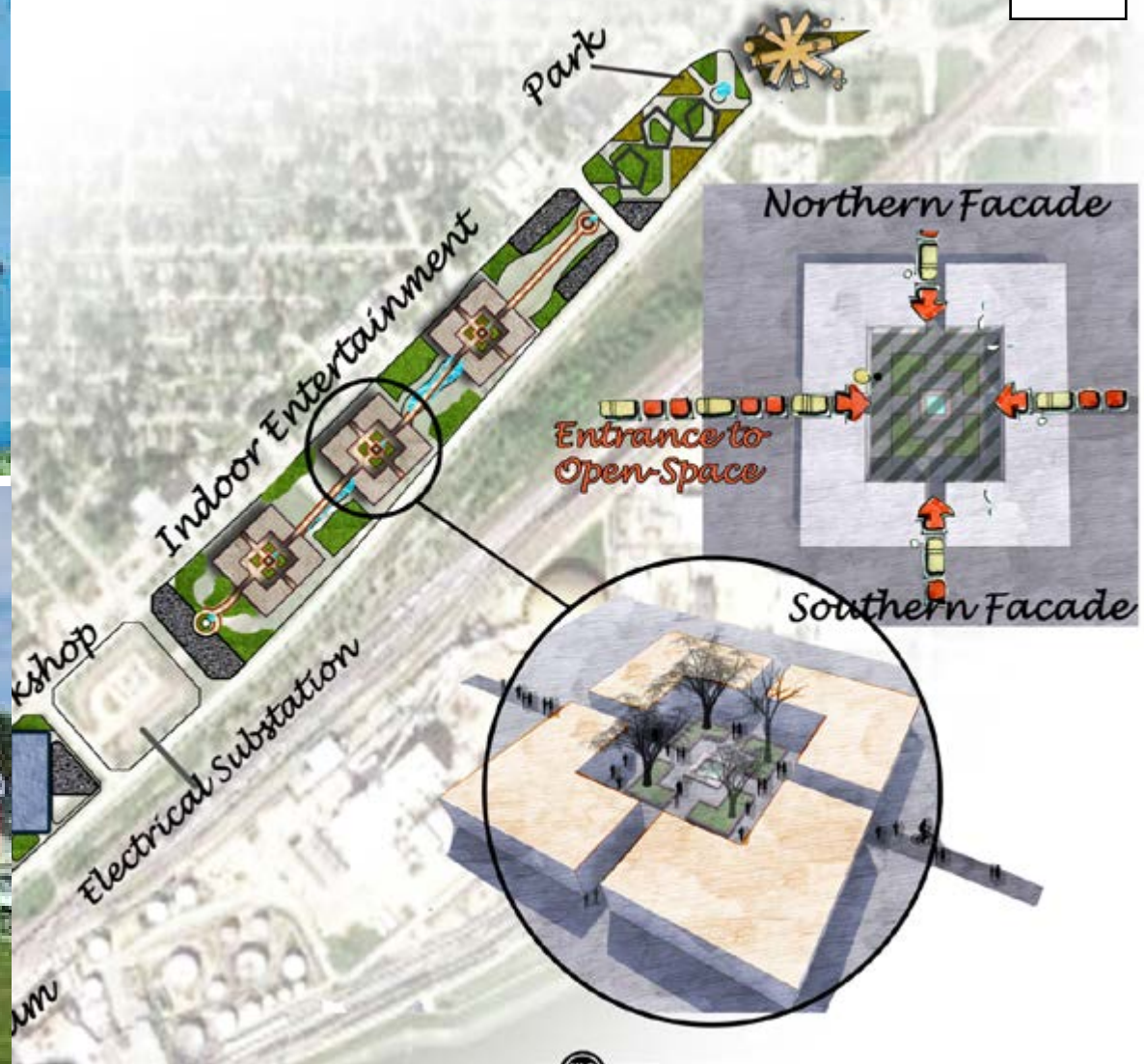
The partnership began in summer 2022, with the creation of the mural "Keeping You Sewing" (pictured above) on the side of a downtown business. During the fall and spring semesters, university classes focused on addressing issues identified by Clinton administrators, ranging from improving bicycle access, to youth substance abuse prevention, and from a storm-water utility study, to a housing needs assessment.

The Iowa Initiative for Sustainable Communities (IISC) brings UI students to communities across the state to collaborate with local leaders on real-world projects. Since 2009, the program has offered essential, energizing, and applicable learning experiences to graduate and upper-level undergraduate students, while simultaneously providing valuable services to communities. Each year, IISC selects new partners through a competitive process. Clinton was chosen based on the depth and breadth of the projects it offered, and the commitment of the city's leadership team to the process.

Students presented their research and designs at a May 4th showcase event. ECIA Senior Planner, Dan Fox, provided technical assistance with one of the capstone projects, the Liberty Square Master Plan, which illustrates strategies to develop a stretch of city-owned property that runs the eastbound and westbound lanes of US Highway 30. Fox will assist with implementing a portion of this plan by working with the City on zoning ordinance updates for this area.



Keeping You Sewing Mural



Matt Brooke, City Administrator, City of Clinton, had this to say about the experience: "During the 2022-23 school year, Iowa Initiatives for Sustainable Communities (IISC) completed a full partnership with the City of Clinton. The City truly enjoyed working with over 100 students, who put in over 10,000 hours working on 20 projects for the City. The City presented IISC with a rich array of potential projects and established reoccurring check in and updates to help guide the process. IISC first collaborated with Clinton through the regional partnership with ECIA for a downtown mural. Many compliments to the professionalism and curiosity of the students and a big thanks to Associate Professor Travis Kraus and Jennifer New along with Clinton's Deputy City Administrator Lisa Frederick."

Communities for the 23/24 school year have been chosen, but if you think your community could benefit from this program, call the IISC School of Planning and Public Affairs at 319-335-2798 or email at iisc@uiowa.edu. For more information on Clinton's projects listed below, visit <https://iisc.uiowa.edu/projects>.

- Making a Music Festival: A Behind the Scenes Documentary
- GIS Mapping
- Employee Survey
- Bethel AME Short Documentary
- Eagle Point Park Campground Design
- Development of City Property (infill development)
- Opioid Crisis in Clinton
- Telling the Story of Clinton's Underground Railroad History
- Clinton Riverview Park Festival Area Engineering and Design
- Clinton - Stormwater Utility Engineering Study
- Clinton Trail Connectivity and Design
- Grow Clinton Regional Marketing Strategy
- Keeping You Sewing Mural
- Clinton Youth Substance Abuse Prevention
- Greening Downtown through Cycling
- Activating Downtown Alleyways
- Housing and Homelessness Policy Recommendations
- Clinton Youth Civic Engagement
- Clinton - Addressing the Opioid Epidemic
- Master Plan for Clinton's Liberty Square District
- Housing Needs Assessment/Housing Policy & Strategy

2023 Maquoketa Summer Concert Series

Item 12.

Maquoketa Betterment Corp./Hometown Pride will bring live music, food, and summer fun to downtown Maquoketa again this year with a line-up of local favorites and regional acts.

Concerts will be held at the Downtown Green Space (137 S. Main St.) on seven Thursday evenings throughout the summer. <https://www.facebook.com/musicmaq>



IISC Design Complete for Green Space

As part of Maquoketa's downtown redevelopment, the City has plans to create a hub in their Green Space for outdoor entertainment events such as concerts, theater performances, festivals, and community gatherings like picnics and family reunions. The Maquoketa Green Space Redevelopment project has been a multi-year effort between the City of Maquoketa and Maquoketa Betterment Corporation-Hometown Pride (MBC-HTP). Joshua Boldt, Maquoketa City Manager and lead representative for the City on the project, explained that the City delisted the open space for sale in Fall 2022 forging a promise of good faith to consider central development ideas. In January 2023, the City contracted with the University of Iowa Initiative for Sustainable Communities (IISC) to probe, identify, design, engineer, and propose the development of the Maquoketa Green Space construction. The City's partnership with the community advocacy of MBC-HTP along with the support from UI have resulted in an interesting, engaging, and inspiring planned development for the space.

Benjamin J. Davison, Assistant Director of Jackson County Economic Alliance, and MBC-HTP Board Member led the semester-long partnership with IISC. After the students' final presentation, Davison reported, "I'm very excited to share that the UI's engineering study of the Green Space project in Maquoketa has just concluded, and the final product is equal parts simple and incredible! Between the cost estimates and the visual presentation of the renderings the students produced for a band shell, restroom/storage structure, and trees/sidewalk features, I think Maquoketa is set up pretty well to have a great community space that the state and our city will be proud to support!"

With the planning and collaboration for design being substantially complete, the City and MBC-HTP will seek to create funding partnerships to make the vision a reality.



\$12 million Awarded to FOD

Item 12.

On April 6th, the Enhance Iowa Board awarded 18 Community Attraction and Tourism (CAT) grants and two Sports Tourism grants totaling \$17,750,000. Among those awarded was the City of Dyersville receiving \$12 million in Sports Tourism Infrastructure funds to transform the site of the 2021 Major League Baseball into a permanent world-class stadium. Total project cost is \$52 million.

The Enhance Iowa Program provides financial incentives to communities for the construction of recreational, cultural, educational or entertainment facilities that enhance the quality of life in Iowa.



Lion's Club Clean Up Ditches

Nearly ideal weather conditions on Saturday, April 29th helped with a successful Ditch Clean project spearheaded by the West Branch Lions Club. Fourteen West Branch high school students, two staff members, and eight Lions showed up to remove a good amount of trash from the 3.5 miles of ditches along the Herbert Hoover Highway between Sharpless Auctions and a half mile west of the high school (west of the roundabout construction).



Greg Humrichhouse, retired Iowa City police officer, President of the West Branch Lions Club, and Ditch Clean Coordinator stated, "In the 1-mile stretch that I walked with Tim's group of football players, they counted and picked up 140 empty Fireball whiskey shooter plastic bottles and Terry guessed his group had a least 70. That's a lot of drinking, driving, and littering!

Ditch Clean was one of several community projects West Branch students had the opportunity to work on during their annual Community Day of Service, related to Earth Day.

A special thank you goes to Lion helpers Tim Wageman, Terry O'Neill, Tony and Nancy Warren, Dick Hinkhouse, Mike Quinlan, and Robert Hoffmann.

ECIA Wins ICOG Innovative Project Award

The Innovative Project Award is given annually to a Council of Governments (COG) that has an innovative project that a COG is either currently finishing or has completed on behalf of a community, county or region. The award is given to a project that: without the COG, would not have happened in the community; clearly demonstrates how the COG worked to solve or provide a solution for a community or region; and highlights how the COG worked with community leaders, funders and/or stakeholders to complete the project.

ECIA is very proud to have received this award for the Pocket Neighborhood, Bear River project in Maquoketa and being selected from a group of COG peers across Iowa. Thank you to ICOG for this amazing award! Michelle Schnier, Director of Housing and Support Services and Kelley Deutmeyer, Executive Director accepted the award at the ICOG Retreat in Des Moines.





ECIA

Nuisance Abatement Program



ECIA can help clean up your community



Delhi property before and after

A nuisance property creates serious problems for the community and headaches for the city officials who must deal with it. If left to deteriorate, these blighted properties become a chronic drain on time and resources for cities and counties. In 2019, ECIA launched a nuisance abatement program to assist cities and counties with their nuisance property enforcement and has had great success at an affordable cost.

For program details, contact Marla Quinn, Grants and Municipal Coordinator at 563-690-5703



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

MAY 2023 NEWSLETTER

Greater Dubuque Development Welcomes New Executive Assistant



Anna Roling Joins the Greater Dubuque Development Team

On May 1, 2023, Anna Roling rejoined the Greater Dubuque Development team as our full-time Executive Assistant. Jayne Ervolino, your first point of contact at Greater Dubuque Development for nearly 11 years will be retiring. We'll share more about Jayne in next month's newsletter.

Anna's name may be familiar to many of you as she was our Director of Workforce Solutions from 2018 through mid-2021. We're excited that she's returned in a new

capacity and will now be the welcoming voice you hear when calling the offices of Greater Dubuque Development. She'll also work closely with our Executive Leadership on the operations side ensuring daily office activities run smoothly.

Anna has spent the last decade-plus working in a variety of positions within the human resource profession ranging from Office Management, College Recruiting, Economic/Workforce Development as well as Payroll and Benefits administration. She is a graduate of Loras College with a BA in Psychology and Business Administration.

Anna is passionate about the community and lending her talents to help everyone uncover how **YOUR LIFE** can be great here.

[Learn More About All Greater Dubuque Development Team Members](#)

Business Services

YOUR BUSINESS can be great here.

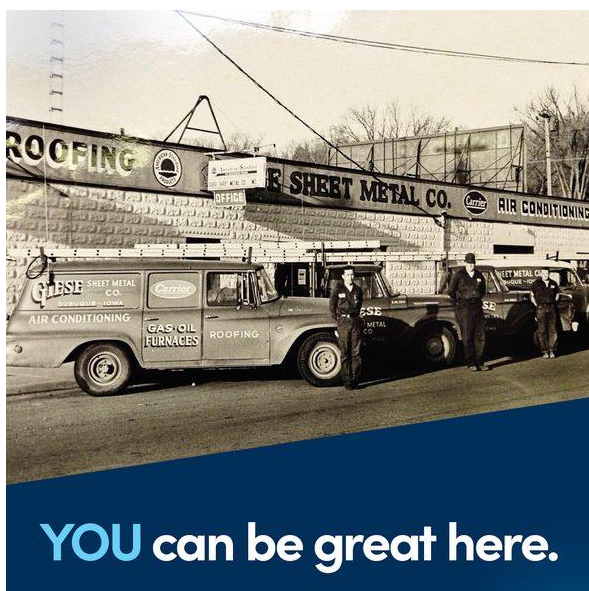


Existing Business

Cascade Manufacturing Company: 70 years of Success and Excellence

For 70 years, Cascade Lumber and Mfg. Company has designed, built, and delivered on their promise to provide well-designed and manufactured components that permit contractors to successfully do their work.

[Read More >](#)



Existing Business

Giese Companies: 100 Years and Stronger Than Ever

In 1923, Giese Sheet Metal Company was started by Edwin Giese, Sr. He ran the business out of his house (in his garage) in an alley off Rhomberg Avenue in Dubuque, IA. Edwin had an ever-present force: a dream to grow. In 1935, Edwin put that dream into action.

[Read More >](#)

Business Services

Reminder: Tax Exemptions and Franchise Fee Refunds

Greater Dubuque Development works closely with our partners in both the private and public sectors. To that end, we try to provide timely information and reminders about programs and policies that can assist your business, such as State of Iowa tax exemptions and City of Dubuque franchise fee refunds that may be available to you.

[Read More >](#)



Interested in learning more about our Business Services?
Contact Daniel McDonald, Director of Existing Business, at 563-557-9049 or danielm@greaterdubuque.org.

Strategic Initiatives



School District to Create Preschool Center Expanding Early Childhood Options

Effort to increase child care and early learning support for Dubuque workforce continues to build with the recent announcement by the Dubuque Community School District.

[Read More >](#)



Interested in learning more about our Strategic Initiatives? Contact Dave Lyons, Strategic Initiatives Consultant, at 563-557-9049 or davel@greaterdubuque.org.

Workforce Solutions

YOUR CAREER can be great here.

New AccessDubuqueJobs.com Features Announced

In partnership with TH Media, Greater Dubuque Development strives to ensure that the user experience and functionality of AccessDubuqueJobs.com supports the HR needs of our investors and the career search efforts of all those looking to make the Greater Dubuque region their home.

Improvements including a preview job function, customizable resume folders, expanded automatic job import options, and coming soon, integration of the Cloudflare Content Delivery Network, were recently announced at our May 5 Workforce Breakfast.

[Learn more about AccessDubuqueJobs.com Newest Features](#)



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

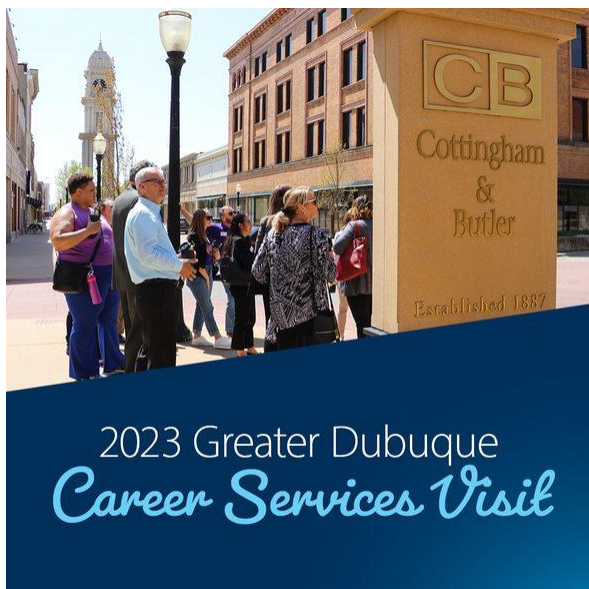


Training & Upskilling

Child Care Professional Attraction Grant Announced

To support strategic initiatives that address regional needs, we've recently launched the Greater Dubuque Child Care Professional Attraction grant in partnership with Northeast Iowa Community College to offer a \$1,000 grant to eligible child care workers entering the field.

[Read More >](#)



Event Recap

2023 Career Services Visit

On Thursday, May 4, Greater Dubuque Development Corporation hosted [25 college career services professionals](#) from 18 colleges for our annual Career Services Visit. Together, participating colleges represented almost 100,000 college students!

[Read More >](#)



Event Recap

May 5 Workforce Breakfast

The Greater Dubuque Development team delivered a full presentation to a crowd of 180+ on Friday, May 5 at the Diamond Jo Casino in the Port of Dubuque focusing on childcare and current efforts to alleviate barriers and access to quality and affordable care.

[Read More >](#)

College Outreach

Registration Open for Talent Dubuque: An Intern Engagement Program

Greater Dubuque Development is once again sponsoring 'Talent Dubuque: An Intern Engagement Program' to provide Summer interns and area college students a series of networking, learning, and engagement opportunities to deepen their connection with the community and each other during their time in the Greater Dubuque area.

[Read More >](#)

AccessDubuqueJobs.com Update

YOUR SUPPORT can be great here.

Invest in AccessDubuqueJobs.com and receive unlimited access to the top regional jobs site, expert assistance from our Workforce Solutions team, and a suite of newcomer services tools.

New Investors

- IBEW Local Union 704
- Foundation for Dubuque Public Schools

Renewed Investors

- A.Y. McDonald Mfg. Co.
- Andersen Windows
- Crescent Community Health Center
- Colony Brands, Inc.
- Design Build Structures
- Dupaco Community Credit Union
- Edwards Cast Stone Co.
- FEH Design
- Fidelity Bank & Trust
- Flexsteel Industries
- Harris Golf Carts
- ImOn Communicatoins
- Kunkel & Associates
- McCullough Creative
- MercyOne Medical Center

- Mi-T-M Corporation
- PSSI
- UnityPoint Health-Finley Hospital



Interested in becoming an AccessDubuqueJobs investor?
Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org.

Community Information

YOUR LIFE can be great here.



Newcomer Services

Distinctively Dubuque Registration Now Open

Distinctively Dubuque is a five-night course hosted by high-energy presenters with in-depth knowledge of the Greater Dubuque region and is designed for individuals who are new to the area within the last five years. Thanks to the generosity of our sponsors, Distinctively Dubuque is offered free of charge. The next session starts August 23, 2023.

[Read More >](#)

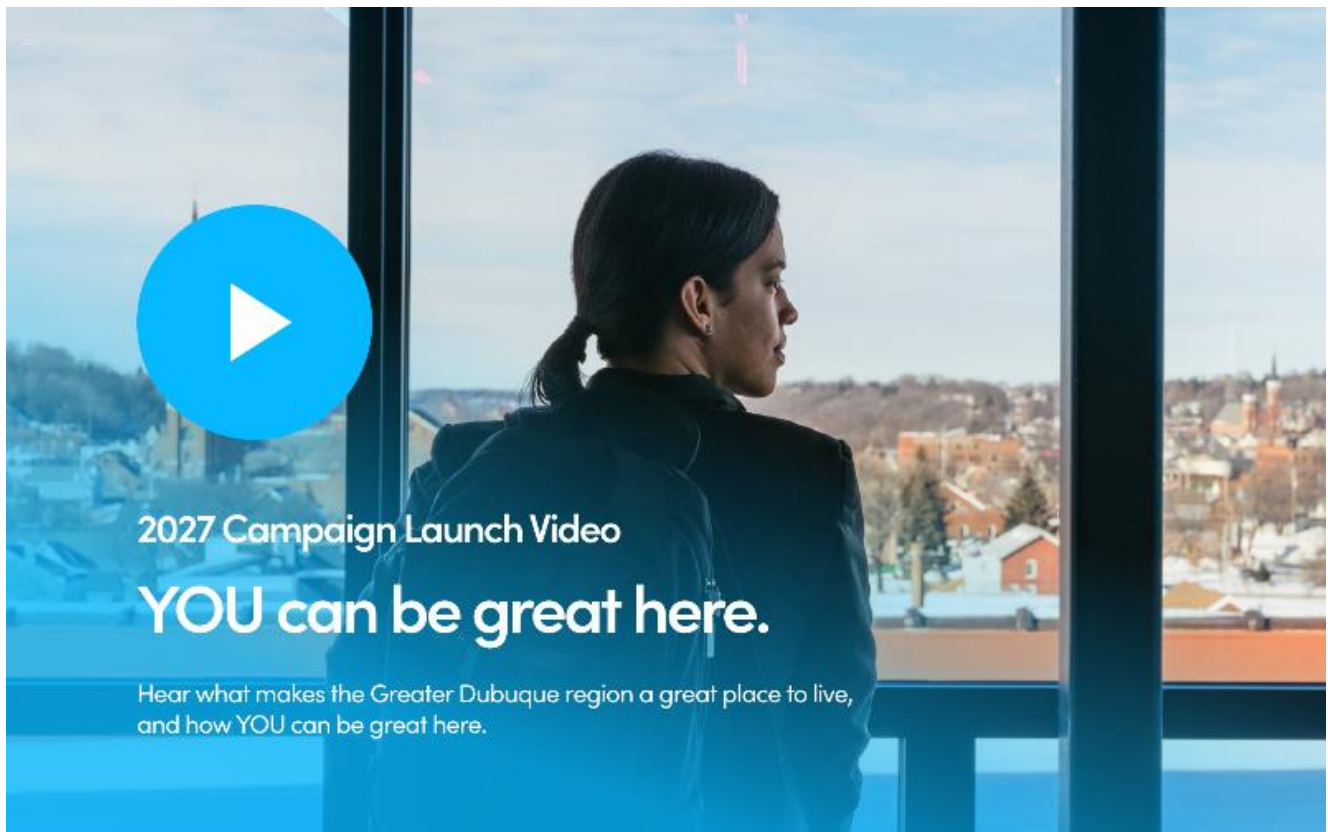


Quality of Life

Art on the River Sculptures Available for Purchase

16 years and counting, Art on the River is more than just the City of Dubuque's premier rotating public art program. It is also a chance for area businesses and local developers to boost the region's cultural vibrancy and enhance the quality of life for their workforce and clients.

[Read More >](#)



Upcoming Events

YOUR NETWORK can be great here.

Saturday, May 20

Cascade Manufacturing 70th Anniversary Celebration

11:00 a.m. - 1:00 p.m. | Cascade Lumber Company | 1000 1st Ave. E, Cascade, IA
Cascade Lumber and Mfg Co. is celebrating 70 years of serving Cascade and the

surrounding communities. In appreciation of their customers and community support, the public is invited to a free cookout on Saturday, May 20.

[Learn More >](#)

Wednesday, May 24

2023 Data Walk: A Journey Through Our Community Equity Profile

4:00 - 6:00 p.m. | McCarthy Center | 700 Locust St., Dubuque, IA

For the past eight months, the [Community Foundation of Greater Dubuque](#) has been hard at work hosting conversations, conducting surveys, and gathering data to update the Community Equity Profile. Join them for a culminating event to see the results.

[Learn More and Register Online >](#)

Wednesday, May 31

Housing Business Luncheon

11:00 a.m. | Grand River Center | 500 Bell St., Dubuque, IA

Coordinated by Dubuque Main Street in collaboration with community partners, the Housing Business Luncheon will highlight information on state and local financial programs to promote the development of and access to housing in the Dubuque area. The keynote speaker will be Debi Durham, Iowa Finance Authority Director. Tickets are \$23.50 per person and include lunch. Advance registration is required.

[Learn More >](#)

Saturday, June 10

Northend Community Picnic & Job Fair

11:00 a.m. - 3:00 p.m. | Bee Branch Creek Greenway | 509 Lincoln Ave., Dubuque, IA
Klauer Manufacturing, in collaboration with local businesses, will host this free community event geared towards connecting neighbors, raising awareness about community resources, and showcasing employers offering liveable wage jobs within walking or biking distance. The event is open to all ages.

[Learn More >](#)

YOU Can Be Great Here Campaign

Our sights are set on 5 goals for the next 5 years

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](#)

Mick Michel

From: Mike Murphy <mikemurphy3232@gmail.com>
Sent: Tuesday, May 16, 2023 9:33 AM
To: Jeff Jacque
Cc: Mick Michel; John Wandsnider
Subject: ADA

Jeff,
Great discussion and action plan by the council concerning upgrading the Legion Building to include ADA and the comments concerning the need to improve our sidewalks.
I especially appreciated the acknowledgement of concern that was heard from the out of town group about access when they used the Legion Hall.

I have been speaking for some time about the need to improve our accessibility for not only our own residents but for visitors to town; a number we all hope will continue to climb.

About a year ago, I walked the downtown with John and a list of shop entrances with steps or other obstacles was created. I believe the number was well over 20 businesses. It was my understanding at that time the city was going to put together a plan of action similar to the facade program to identify and assist those properties. It would assist in providing access allowing handicapped individuals to enter their businesses.

Currently, three (3) out of eight (8) of our downtown eateries (that's about 40%) have floor height problems at their entrances (Family Restaurant, Ritz and Brew & Brew) restricting access by wheelchairs as well as a potential tripping hazard for the elderly.
The number of retail stores with access problems is even larger.

I would like to request you to place this issue on the council's agenda for a discussion at an upcoming meeting. It's been over thirty years since the Federal requirements were established to Eliminate these types of obstacles. It's time we quit stating that we need and want to work on this and actually do work on it.

Especially, no city funds should again be given to a business with entrance issues under the facade program unless the issue of accessibility is resolved.

I know everyone is well meaning about this issue but it takes action, action many other cities have been able to achieve, to resolve the issue in Dyersville. The city and council are doing great things for the town's growth and prosperity. But this issue, which may appear small to many, represents one more hurdle in a life of our handicapped citizens and their families.

Thank you,
Mike Murphy

Sent from my iPad

Mick Michel

From: John Ross <jrrookie9@hotmail.com>
Sent: Monday, May 29, 2023 5:23 PM
To: Mick Michel
Cc: Mike English
Subject: Re: Gravel Through way
Attachments: 20230529_170750.jpg

Please review attachment. Not even a windy day today. Memorial Day 2023.

Sent from my U.S.Cellular© Smartphone
Get [Outlook for Android](#)

From: John Ross <jrrookie9@hotmail.com>
Sent: Monday, May 29, 2023, 5:20 PM
To: City Coordinator <mmichel@cityofdyersville.com>
Subject: Gravel Through way

Mick, do you have an update on plans for surfacing the gravel stretch of road South of Commercial Club youth softball and baseball fields. Traffic count is again increasing dramatically that along with the current dry conditions are creating an unacceptable amount dust that carries across our property coating windows, patio furniture, and at times inhibits sitting out doors. The multiple truckloads of new stone the city applied this spring has made matters even worse. Assuming that the City has been plowing and maintaining this stretch of road, the discussion you and I had last year about whose responsibility of correcting my concern is now apparent. Please advise what was discussed at the budget meeting last December? (Per your response about allocation of funds needed). As discussed previously, this stretch of city street is a short cut for those avoiding the traffic signal at 8th Ave and Hwy 136/52. And the main through way for those going to and from the pool. Your response is greatly appreciated.

John Ross
1124 8th Ave SE
Dyersville, IA
563-542-4364

Sent from my U.S.Cellular© Smartphone
Get [Outlook for Android](#)



NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A GENERAL FUND LEASE-PURCHASE AGREEMENT WITH
LEASE PAYMENTS THEREUNDER IN AN AMOUNT NOT TO EXCEED
\$225,000

(GENERAL FUND)

The City Council of the City of Dyersville, Iowa, will meet on June 5, 2023, at the Memorial Building, 340 1st Avenue East, in the City, at 6:00 p.m., for the purpose of instituting proceedings and taking action to enter into a lease-purchase agreement (the "Lease-Purchase Agreement") with lease payments thereunder in a principal amount not to exceed \$225,000 for the purpose of acquiring a snow plow truck for use by the City's public works department.

The Lease-Purchase Agreement is proposed to be entered into pursuant to authority contained in Section 364.4 of the Code of Iowa and will constitute a general obligation of the City, provided, however, that principal and interest payments under the Lease-Purchase Agreement shall be payable from the City's General Fund and not from the direct imposition of a debt service property tax levy.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Lease-Purchase Agreement. After receiving objections, the City may determine to enter into the Lease-Purchase Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Dyersville, Iowa.

Tricia Maiers
City Clerk

**NOTICE OF PROPOSED ACTION
TO INSTITUTE PROCEEDINGS TO
ENTER INTO A GENERAL FUND
LEASE-PURCHASE AGREEMENT
WITH LEASE PAYMENTS
THEREUNDER IN AN AMOUNT NOT
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(GENERAL FUND)**

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At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Lease-Purchase Agreement. After receiving objections, the City may determine to enter into the Lease-Purchase Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Dyersville, Iowa.

Tricia Maiers, City Clerk
5-17

MINUTES FOR HEARING ON AND
APPROVAL OF LEASE-PURCHASE
AGREEMENT

419893-75

Dyersville, Iowa

June 5, 2023

The City Council of the City of Dyersville, Iowa, met on June 5, 2023, at 6:00 p.m., at the Memorial Building, 340 1st Avenue East, Dyersville, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Fund Snow Plow Truck Lease-Purchase Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there were none. There being no further objections or comments, the Mayor announced that the hearing was closed.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. 42-23

Resolution approving and authorizing a General Fund Snow Plow Truck Lease-Purchase Agreement with lease payments thereunder in a principal amount not to exceed \$225,000

WHEREAS, pursuant to the provisions of Section 364.4 of the Code of Iowa, the City of Dyersville (the “City”), in Delaware and Dubuque Counties, State of Iowa heretofore proposed to contract indebtedness and enter into a General Fund Snow Plow Truck Lease-Purchase Agreement (the “Lease-Purchase Agreement”) with principal lease payments thereunder in an amount not to exceed \$225,000, for the purpose of acquiring a snow plow truck for use by the City’s public works department, and has held a public hearing thereon on June 5, 2023; and

WHEREAS, it is now necessary to authorize and approve the Lease-Purchase Agreement;

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

Section 1. The Lease-Purchase Agreement with American Capital Financial Services, Inc., in substantially the form as has been presented to and considered by this Council and containing substantially the same terms and provisions set forth therein, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to make such changes thereto as they, with the advice of legal counsel, deem necessary and to execute and deliver the Lease-Purchase Agreement and to execute any and all other documents and do any and all things deemed necessary in order to accomplish the purposes of the Lease-Purchase Agreement and this resolution.

Section 2. The City Council hereby covenants to appropriate to the General Fund, during the term of the Lease-Purchase Agreement, sufficient funds to pay lease payments due under the Lease-Purchase Agreement as such payments become due in an aggregate amount not to exceed \$225,000. The City hereby pledges the General Fund of the City for the full and prompt payment of the Lease-Purchase Agreement. Lease payments shall be made as set forth in the Lease-Purchase Agreement. In compliance with Section 384.24A of the Code of Iowa, it is hereby found that the maximum annual payments (the “Payments”) owed under the Lease-Purchase Agreement, plus any corresponding maximum annual debt service amounts owed on other currently outstanding obligations secured exclusively with the General Fund of the City, does not exceed 10% of the last certified General Fund budget of the City.

Section 3. The City’s obligations under the Lease-Purchase Agreement shall be expressly subject to annual appropriation by the Board, and the City shall have no continuing obligation to appropriate money for the Payments in any fiscal year beyond the fiscal year for which funds have been appropriated for the Payments.

Section 4. It is the intention of the City that interest payable under the Lease-Purchase Agreement be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof, the City covenants to comply with the provisions of the

Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest payable under the Lease-Purchase Agreement will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Lease-Purchase Agreement as a “Qualified Tax Exempt Obligation” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 5. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 5, 2023.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

• • • •

On motion and vote, the meeting adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
DELAWARE AND DUBUQUE COUNTIES
CITY OF DYERSVILLE

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on and approval of a certain Lease-Purchase Agreement.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Lease-Purchase Agreement.

WITNESS MY HAND this _____ day of _____, 2023.

Tricia L. Maiers, City Clerk

May 12, 2023

**PLEASE RETURN ALL ORIGINAL SIGNED
DOCUMENTS TO THE ADDRESS ABOVE.**

Tricia Maiers
City of Dyersville
340 1st Avenue E
Dyersville, IA 52040

PLEASE PRINT SINGLE SIDED!

Dear Tricia:

Thank you for choosing American Capital; we are pleased to support your leasing needs. Please find the following enclosed documentation for your review and completion.

Only the person with Signing Authority should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, a fully executed set will be returned to you for your files.

For your convenience, we have listed the documentation that we require:

- 1) **1st Payment Invoice** – Due 7/10/23 – Please hold for processing.
- 2) **Master Tax-Exempt Lease/Purchase Agreement** - the authorized person must sign on page 6 where indicated. An attest signature is also required.
- 3) **Addendum** – the authorized person signs where indicated. An attest signature is required.
- 4) **Property Schedule No. 1** - the authorized person must sign on page 2 where indicated. An attest signature is also required.
- 5) **Exhibit 1** – complete the property location and the authorized person signs at the bottom.
- 6) **Exhibit A** – for review only; no signature required
- 7) **Exhibit 2** – Lessee's Counsel's Opinion – To be provided on the letterhead of Lessee's counsel
- 8) **Exhibit 3** – enter the title of the person signing the documents at the top and the authorized person signs at the bottom.
- 9) **Incumbency Certificate** – the name/title and signature of the person signing the documents goes in the blanks. Signed at the bottom by the Board Secretary/Clerk.
- 10) **Exhibit 6** – Check the Bank Qualified option and the authorized person must sign at the bottom where indicated.
- 11) **Request for Certificate of Insurance** – complete the insurance information in first box, authorized signer signs in the second box where indicated and please forward a copy to the insurance agent.
- 12) **Notification of Tax Treatment** – the authorized person must sign where indicated. **Please provide your active exemption certificate.**
- 13) **Vehicle Titling Addendum** – the authorized person must sign where indicated.
- 14) **Escrow Agreement with Exhibit 1 & 2** - the authorized person must sign on page 4 & 5 where indicated.
- 15) **Exhibit 3 – Requisition Request** – to be completed and signed when there are vendor invoices to pay.
- 16) **Exhibit 4 – Final Acceptance Certificate** – to be signed when we have the final vendor invoice to pay.
- 17) **Exhibit 5**- authorized signer along with the person(s) who is authorized to release funds from the escrow account, print and sign their name and print phone number.
- 18) **Exhibit 6 – Optional** – please read, complete and sign if applicable.
- 19) **Notice and Acknowledgment** - the authorized person must sign at the bottom where indicated.
- 20) **W-9** – Please have the authorized person complete, sign and date.

An **IRS Form 8038-G** will be required for this transaction. Please sign and date the enclosed form and return the original. A copy will be returned to you after filing.

Thank you for your prompt attention in this matter. If you have any questions, please do not hesitate to call.

Suzanne Otto
630-512-0066 x 130
sotto@amcapfinance.com



Government Leasing and Finance, Inc.

FIRST PAYMENT INVOICE**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

SCHEDULE NUMBER: TBD

DUE DATE: July 10, 2023

CREATE DATE: May 11, 2023

AMOUNT DUE: \$9,410.06

City of Dyersville
 340 1st Avenue E
 Dyersville, IA 52040
 Attention: Accounts Payable Dept.
 Customer Phone Number: 563-875-7724

U.S. Bancorp Government Leasing and Finance, Inc.
 P.O. Box 959067
 1005 Convention Plaza
 St. Louis, MO 63101-9067

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS**ALL PAYMENTS MUST BE SENT TO THIS ADDRESS:**

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
PO BOX 959067
1005 CONVENTION PLAZA
ST. LOUIS, MO 63101

U.S. Bancorp Government Leasing and Finance, Inc.
 P.O. Box 959067
 1005 Convention Plaza
 St. Louis, MO 63101-9067

ACCOUNT: TBD
 AMOUNT DUE: \$9,410.06
 DUE DATE: July 10, 2023
 CREATE DATE: May 11, 2023

QUESTIONS? PLEASE CALL (630-512-0066 x. 118)

INVOICE SUMMARY

Current Charges	\$9,410.06
Total Due	\$9,410.06

TOTAL AMOUNT DUE THIS INVOICE MUST BE PAID FOR FUNDING TO OCCUR

Master Tax-Exempt Lease/Purchase Agreement

Between: American Capital Financial Services, Inc. (the "Lessor")
2015 Ogden Avenue #400
Lisle, IL 60532

And: City of Dyersville (the "Lessee")
340 1st Avenue E
Dyersville, IA 52040
Attention: Tricia Maiers
Telephone: 563-875-7724

Dated: June 10, 2023

ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"Code" is defined in Section 3.01(f).

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"Event of Default" is defined in Section 13.01.

"Lease Payments" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Lease Payment Dates" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Nonappropriation Event" is defined in Section 6.06.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"State" means the state where Lessee is located.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and

Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

6.01 Lease Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Lease Payments. Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

6.03 Interest Component. A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

6.04 Lease Payments to be Unconditional. SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

6.06 Nonappropriation. If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to do so.

possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

6.07 Defeasance of Lease Payments. Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations of the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

6.08 Gross-Up. If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means an interest rate calculated to provide Lessor with an after-tax yield equivalent to the yield provided to Lessor by the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase

Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

Item 17.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Purchase. Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

11.02 Option to Prepay. Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than any obligations on the part of Lessee to make any payments hereunder) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

14.02 Arbitrage Certificates. Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.03 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.05 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

14.07 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

14.11 Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Agreement for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: American Capital Financial Services, Inc.

By:

Name:

Title:

Lessee: City of Dyersville

By:

Name:

Title:

Attest:

By:

Name:

Title:

ADDENDUM (IOWA)

Master Tax-Exempt Lease/Purchase Agreement

THIS ADDENDUM, which is entered into as of June 10, 2023 between American Capital Financial Services, Inc. ("Lessor") and City of Dyersville ("Lessee"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of June 10, 2023 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Lessor as follows:

(a) If Lessee is a county, (i) Lease Payments under the Property Schedule are payable from the general fund, (ii) the limitations on lease/purchase obligations set forth in Iowa Code Ann. §331.301.10(e) have not been exceeded attach computation of such test, and (iii) Lessee has complied with the authorization procedures set forth in Iowa Code Ann. §331.443 with respect to the Property Schedule.

(b) If Lessee is a municipality, (i) Lease Payments under the Property Schedule are payable from the general fund, (ii) the limitations on lease/purchase obligations set forth in Iowa Code Ann. §364.4.4(e) have not been exceeded attach computation of such test, and (iii) Lessee has complied with the authorization procedures set forth in Iowa Code Ann. §384.25 with respect to the Property Schedule.

(c) If Lessee is a school district, (i) Lessee has a voter approved physical plant and equipment levy for the Property to be acquired under the Property Schedule, and (ii) the Lease Term with respect to the Property Schedule does not exceed the term of the physical plant and equipment levy for the Property to be acquired under the Property Schedule.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: American Capital Financial Services, Inc.
By:
Name:
Title:

Lessee: City of Dyersville
By:
Name:
Title:

Attest:
By
Name:
Title:

Property Schedule No. 1

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of June 10, 2023, between American Capital Financial Services, Inc., and City of Dyersville.

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is June 10, 2023.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 is intentionally omitted.
7. Acceptance Certificate. Exhibit 5 is intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by July 11, 2023.

(Page intentionally left blank. Signature page to follow)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives of the Commencement Date above.

Lessor: American Capital Financial Services, Inc.
By:
Name:
Title:

Lessee: City of Dyersville
By:
Name:
Title:

Attest:
By
Name:
Title:

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and City of Dyersville.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

Address

City, State Zip Code

USE: Truck - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$218,917.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	10-July-2023	9,410.06	8,392.77	1,017.29	NA
2	10-Oct-2023	9,410.06	6,475.19	2,934.87	NA
3	10-Jan-2024	9,410.06	6,565.46	2,844.60	NA
4	10-Apr-2024	9,410.06	6,656.99	2,753.07	NA
5	10-July-2024	9,410.06	6,749.79	2,660.27	NA
6	10-Oct-2024	9,410.06	6,843.89	2,566.17	181,719.08
7	10-Jan-2025	9,410.06	6,939.30	2,470.76	174,607.68
8	10-Apr-2025	9,410.06	7,036.04	2,374.02	167,396.82
9	10-Jul-2025	9,410.06	7,134.13	2,275.93	160,085.10
10	10-Oct-2025	9,410.06	7,233.58	2,176.48	152,671.11
11	10-Jan-2026	9,410.06	7,334.42	2,075.64	145,153.43
12	10-April-2026	9,410.06	7,436.67	1,973.39	137,530.61
13	10-July-2026	9,410.06	7,540.34	1,869.72	129,801.16
14	10-Oct-2026	9,410.06	7,645.46	1,764.60	121,963.61
15	10-Jan-2027	9,410.06	7,752.04	1,658.02	114,016.44
16	10-April-2027	9,410.06	7,860.11	1,549.95	105,958.12
17	10-July-2027	9,410.06	7,969.69	1,440.37	97,787.08
18	10-Oct-2027	9,410.06	8,080.79	1,329.27	89,501.77
19	10-Jan-2027	9,410.06	8,193.45	1,216.61	81,100.57
20	10-April-2028	9,410.06	8,307.67	1,102.39	72,581.87
21	10-July-2028	9,410.06	8,423.48	986.58	63,944.02
22	10-Oct-2028	9,410.06	8,540.91	869.15	55,185.35
23	10-Jan-2029	9,410.06	8,659.98	750.08	46,304.19
24	10-April-2029	9,410.06	8,780.71	629.35	37,298.81
25	10-July-2029	9,410.06	8,903.12	506.94	28,167.47
26	10-Oct-2029	9,410.06	9,027.24	382.82	18,908.42

27	10-Jan-2030	9,410.06	9,153.09	256.97	9,519.87
28	10-April-2030	9,410.06	9,280.69	129.37	0.00
Totals		263,481.68	218,917.00	44,564.68	

Item 17.

Interest Rate: 5.578%

Lessee: City of Dyersville
By:
Name:
Title:

EXHIBIT A

Property Description

2024 International HV507 with Henderson Body

VIN: 3HAEDTAR8RL610457

EXHIBIT 2**Lessee's Counsel's Opinion**

[To be provided on letterhead of Lessee's counsel.]

June 10, 2023

American Capital Financial Services, Inc.
2015 Ogden Avenue #400
Lisle, IL 60532

City of Dyersville
340 1st Avenue E
Dyersville, IA 52040
Attention: Tricia Maiers

RE: Property Schedule No. 1 dated as of June 10, 2023 to the Master Tax-Exempt Lease/Purchase Agreement dated June 10, 2023 between American Capital Financial Services, Inc. and City of Dyersville.

Ladies and Gentlemen:

We have acted as special counsel to City of Dyersville ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of June 10, 2023 (the "Master Agreement"), between City of Dyersville, as lessee, and American Capital Financial Services, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") dated as of June 10, 2023, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 1** dated as of June 10, 2023 to the Master Tax-Exempt Lease/Purchase Agreement dated June 10, 2023 between American Capital Financial Services, Inc. and City of Dyersville.

The undersigned, being the duly elected, qualified and acting _____
 (Title of Person to Execute Lease/Purchase Agreement)
 of the City of Dyersville ("Lessee") does hereby certify, as of June 10, 2023, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 10, 2023.

City of Dyersville

By _____
 Signature of Person to Execute Lease/Purchase Agreement

 Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 1** dated as of June 10, 2023 to the Master Tax-Exempt Lease/Purchase Agreement dated as of June 10, 2023 between American Capital Financial Services, Inc. and City of Dyersville.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Dyersville ("Lessee") does hereby certify, as of June 10, 2023, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 10, 2023.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

American Capital Financial Services, Inc.
2015 Ogden Avenue #400
Lisle, IL 60532

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and City of Dyersville

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

_____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: City of Dyersville
By:
Name:
Title:

*Please be sure to select **ONE** option above.

INSURANCE AUTHORIZATION AND VERIFICATION

Date: June 10, 2023

Property Schedule No. 1

To: City of Dyersville (the "Lessee")

From: American Capital Financial Services, Inc. (the "Lessor")
 2015 Ogden Avenue #400
 Lisle, IL 60532

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$218,917.00, with deductibles no more than \$25,000.00.

**Lessee: Please execute this form and return with your document package. Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

Lessee: City of Dyersville
By:
Name:
Title:

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly send a PDF scan to Assignee at: EF.Docs.GLF@usbank.com - This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: **X** _____

By: **X** _____
 (Agent's Signature)

Print Name: **X** _____

Date: **X** _____

Insurable Value: \$218,917.00

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 1

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of June 10, 2023 and the related Property Schedule No. 1 dated June 10, 2023, between Lessor and Lessee (the "Agreement").

_____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes

 X Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package

_____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State

_____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes

_____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: City of Dyersville
By:
Name:
Title:

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated June 10, 2023 and related Property Schedule No. 1 dated June 10, 2023, between City of Dyersville as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Assignee.

1. Assignee and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Assignee the original title documentation to the Equipment. Lessee shall provide such title documentation to Assignee within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Assignee with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Assignee pursuant to the remedies paragraph.

2. Location: Assignee agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Assignee upon written request by Assignee. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID STREET
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Assignee to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Assignee: U.S. Bancorp Government Leasing and Finance, Inc.	Lessee: City of Dyersville
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of June 10, 2023 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Assignee*"), City of Dyersville ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Assignee and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of June 10, 2023 (the "*Master Agreement*") and a Property Schedule No. 1 thereto dated June 10, 2023 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Assignee to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Assignee will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$218,917.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Assignee, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Assignee. Assignee, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Assignee have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Assignee under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Assignee in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Assignee's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Assignee shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Assignee, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Assignee).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Assignee that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Assignee in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Assignee, Escrow Agent shall send monthly statements of account to Lessee and Assignee, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Assignee and Lessee. Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent

will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Assignee's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Assignee agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Assignee to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Assignee acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Assignee that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Assignee for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Assignee that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Assignee to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Assignee consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Assignee. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Assignee with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Assignee in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Assignee and Lessee. Assignee may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Assignee.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the Recipient, by return email or notice delivered by other method provided for in this Section,

acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Assignee.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Assignee

By:

Name:

Title:

Address: 13010 SW 68 th Parkway, Suite 100 Portland, OR 97223

City of Dyersville, as Lessee

By:

Name:

Title:

Address: 340 1st Avenue E Dyersville, IA 52040

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
--

By:

Name:

Title:

Address: U.S. Bank National Association Global Corporate Trust 950 17 th Street, 5 th Floor Denver, CO 80202

EXHIBIT 1

**U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

City of Dyersville

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise directed

Title/Date

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee: The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04880	Escrow Agent, One Time: Administration fee for the standard escrow agent services associated with the administration of the account. One-time administration fees are payable in advance.	\$375
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost

Extraordinary Administration Services. Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the escrow agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the escrow agent, in connection with the escrow agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the escrow agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of June 10, 2023 (the "*Escrow Agreement*") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "*Assignee*"), City of Dyersville (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of June 10, 2023 (the "*Master Agreement*") and Property Schedule No. 1 thereto dated June 10, 2023 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*", by and between the Assignee and the Lessee, and has not formed the basis of any prior requisition request.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Assignee and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to Payee, as provided below:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
 Bank Address:
 ABA No.:
 Account Name:
 Account No.:

Check

Name:
 Address 1:
 Address 2:
 City/State
 Zip Code:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
 Bank Address:
 ABA No.:
 Account Name:
 Account No.:

Check

Name:
 Address 1:
 Address 2:
 City/State
 Zip Code:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
 Bank Address:
 ABA No.:
 Account Name:
 Account No.:

Check

Name:
 Address 1:
 Address 2:
 City/State
 Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.

5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.

6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Assignee: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: City of Dyersville
By:
Name:
Title:

Exhibit 4**Final Acceptance Certificate**

American Capital Financial Services, Inc.
 2015 Ogden Avenue #400
 Lisle, IL 60532

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and City of Dyersville

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Assignee"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: City of Dyersville
By:
Name:
Title:

Exhibit 5

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No

(Note: if only one person is identified above, please add the following language:)

The following persons (not listed above) are authorized for call-back confirmations:

_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number

Exhibit 6**Class Action Negative Consent Letter**

June 10, 2023

City of Dyersville
340 1st Avenue E
Dyersville, IA 52040

RE: USBGLF/City of Dyersville - - Class Action Litigation Claims

Dear Tricia Maers:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,
Mike McGuire
Vice President
303-585-4594

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Authorized Signature

NOTICE AND ACKNOWLEDGMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LI

Item 17.

American Capital Financial Services, Inc. and City of Dyersville ("Lessee") have entered into a Master Tax-Exempt Lease/Purchase Agreement, dated June 10, 2023 and related Property Schedule No. 1 dated June 10, 2023 (together, the "Agreement") under which Lessee has, or will have prior to its execution hereof, leased Property (the "Property") described in Exhibit A to the Agreement.

Lessee is hereby notified that American Capital Financial Services, Inc. has assigned its interest in the Agreement, in the leased Property, and in the Rental Payments and all other amounts provided for under the Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due with respect to which American Capital Financial Services, Inc.'s Purchaser ("Purchaser") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"PURCHASER"

U.S. Bancorp Government Leasing and Finance, Inc.
PO Box 959067
St. Louis, MO 63179-9067

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to, or requisition of any property leased under the Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against American Capital Financial Services, Inc. or Purchaser.

Lessee further agrees that Purchaser has not assumed any duties under the Agreement or made any warranties whatsoever as to the Agreement or the Property. Lessee agrees that no change may be made to the Agreement without the prior written consent of the Purchaser.

In signing this, Lessee warrants that its representations and warranties under the Agreement are true and correct on the date hereof.

Lessor: American Capital Financial Services, Inc.	Lessee: City of Dyersville
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Item 17.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <u>City of Dyersville</u>		2 Issuer's employer identification number (EIN) <u>42-6004612</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <u>340 1st Avenue E</u>		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <u>Dyersville, IA 52040</u>		5 Report number (For IRS Use Only) <u>3</u>	
6 City, town, or post office, state, and ZIP code <u>Tax-Exempt Lease/Purchase Agreement dated June 10, 2023</u>		7 Date of issue <u>June 10, 2023</u>	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ► <u>Public Works</u>	18	<u>218,917</u> <u>00</u>
19a	If bonds are TANs or RANs, check only box 19a	► <input type="checkbox"/>	
b	If bonds are BANs, check only box 19b	► <input type="checkbox"/>	
20	If bonds are in the form of a lease or installment sale, check box	► <input checked="" type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>4/10/2030</u>	<u>\$ 218,917.00</u>	<u>\$ N/A</u>	<u>7</u> years	<u>5.578 %</u>

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest	22			
23	Issue price of entire issue (enter amount from line 21, column (b))	23			
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)	29			
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30			

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► Signature of issuer's authorized representative _____ Date _____

► Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no. ►			

NOTICE OF PUBLIC HEARING
ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST
CITY OF DYERSVILLE, IOWA
BRIDGE DECK OVERLAY-1ST AVENUE OVER BEAR CREEK 2023

NOTICE IS HEREBY GIVEN: The City Council of Dyersville, Iowa, will hold a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the Bridge Deck Overlay-1st Avenue Over Bear Creek 2023 project in accordance with the provisions of Chapter 26, Code of Iowa, at 6:00 P.M. on the 19th day of June, 2023, at Memorial Building, 340 1st Avenue East, Dyersville, Iowa. Said proposed plans, specifications, form of contract, and estimated cost are now on file in the office of the City Clerk. At said hearing any interested person may appear and file objections thereto.

The project includes bridge overlay, and repair, deck drain extensions, approach pavement and paving notch replacement, barrier rail and concrete curb removal, aesthetic barrier rail construction, and other repairs.

Published by order of the City Council given on the 5th day of June, 2023.

FLOOD PLAIN DEVELOPMENT APPLICATION/PERMIT

Application # 23-03

Date 5/22/23

TO THE ADMINISTRATOR: The undersigned hereby makes application for a Permit to develop in a flood plain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be done in accordance with the requirements of the (community name) Flood Plain Management Ordinance and with all other applicable county/city ordinances and the laws and regulations of the State of Iowa.

Steve + Karen Tapke _____
(Owner or Agent) (Date) (Builder) (Date)
609 3rd St SE _____
(Address) (Address)
Telephone # 563.543.0160 Telephone # _____

1. Location: _____ $\frac{1}{4}$ _____ $\frac{1}{4}$, Section _____ , Township _____ , Range _____
Street Address: _____

2. Type of Development

Filling _____ Grading _____ Excavation _____ Routine Maintenance _____
Minor Improvement X Substantial Improvement _____ New Construction _____

3. Description of Development: Replace shed + patio concrete slab.

4. Premises: Size of site: _____ ft. x _____ ft. Area of Site: _____ sq. ft. Estimated cost: \$ _____
Principal Use: _____
Accessory Uses (Storage, parking, etc.) SK12 shed

5. Addition or modification to non-conforming use? Yes _____ No X Assessed value of structure \$ _____

6. Elevation of the 100 year (Base) flood (identify source): 937.4

7. Elevation of the proposed development site (natural ground): 937.46 NGVD/NAVD

8. Required elevation/floodproofing elevation for lowest floor: 937.46 NGVD/NAVD

9. Proposed elevation/flood proofing level for lowest floor (including basement): _____ NGVD/NAVD

10. Other flood plain information (identify and describe source) _____

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED AT LEAST 1.0 FOOT ABOVE THE 100 YR. (BASE) FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOOD PROOFED TO AT LEAST 1.0 FOOT ABOVE THE 100 YR. (BASE) FLOOD ELEVATION.

11. Other permits required?

Iowa Department of Natural Resources: Yes___ No ☒ If yes, permit # _____

Date Received: _____

Corps of Engineers: Yes___ No ☒ If yes, permit # _____

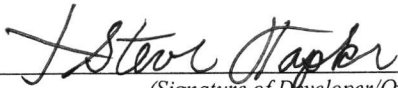
Date Received: _____

Other: _____

All provisions of the City/County of _____, Flood Plain Management Ordinance (Ordinance Number _____) shall be complied with.

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.

Plans and Specifications Approved this _____ Day of _____, 20____.



(Signature of Developer/Owner)

(Authorizing Official)

Cartegraph

Street Smart

cgweb07.cartegraphoms.com/DyersvilleIA/#FlexUI/Edit/cgTasksClass/0?id=50332&bid=32d596db-810c-4b4c-8f19-4d7e1fcefb6c&area=Work

Item 19.

Cartegraph

Requests

Work

Assets

Resources

Reports

Scenarios

Mick

Search

7

Back

Home > Work > Task: 50332

Create +

Reports

Actions

Map

Location

Task Setup

Task Details

Task Log

Estimated vs Actual Costs

Labor

Equipment

Material

Other

Attached Files

Map

Search by address

Measure

Dyersville Floodplai...

H'S SUB.

Zone AE

PAV EL

190610 0276F

68.84

264

Retracement

Maxar, Microsoft

esri

Location

1 Related Work Item

Type here to search

77°F Sunny

3:30 PM

5/22/2023

City of Dyersville

BUILDING PERMIT APPLICATION

Task # 5 Item 19.

PERMIT NUMBER
23 - 2284

COMPLETED BY APPLICANT

COMPLETED BY APPLICANT

JOB ADDRESS609 3RD ST SECOUNTYDBG

LEGAL DESCR.LOT NO.BLK.SUBDIVISIONSEE ATTACHED SHEET

OWNER OF RECORDSteve & Karen TopkeTELEPHONE563-543-0180

CONTRACTOR PERMIT #PLUMBING PERMIT #ELECTRICAL/MECHANICAL PERMIT #

ARCHITECT OR DESIGNERADDRESSTELEPHONEFLOODPLAINYESNO

USE OF BUILDINGRESIDENTIALCOMMERCIALINDUSTRIALACCESSORY

CLASS OF WORK:NEWADDITIONALTERATIONREPAIRREMOVE

DESCRIBE WORKportable storage shedType of Const.BasementNoYes

SET BACKS TO FOUNDATION WALLSize of Bldg. Total Sq. Ft. Automatic Extinguishing SystemNoYes

FRONTCORNERNo. of Dwelling UnitsOff Street Parking ReqProv

REAR5'ALLEYNo. of StoriesZoning DistrictR-1

SIDE5'OPEN SPACE

LOT DIMENSIONS

SPECIAL CONDITIONS

VALUE OF WORK\$3000

FEES	AMOUNT	REC'D
BUILDING PERMIT		
WATER METER CHARGE		
WATER CONNECTION		
SEWER CONNECTION		
EXCAVATION		
ZONING / B OF A		
TOTAL		

SPECIAL APPROVALS	REQUIRED	RECEIVED
ZONING AMENDMENT		
SITE PLAN		
PLAN REVIEW		
EXCAVATION PERMIT		
ARCHITECT/ENGINEER		
HEALTH DEPT.		
FIRE DEPT.		
HANDICAPPED CERTIFICATE		
BOARD OF ADJUST.		
FLOOD PLAIN CERT.		
FLOOD PLAIN EXEMP.		
SIGNS		
SPECIAL USE PERMIT		
WATER METER		

NOTICE

SEPARATE PERMITS ARE NOT REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, VENTILATING OR AIR CONDITIONING. THE ISSUANCE OF THIS PERMIT IN NO WAY RELIEVES THE RESPONSIBILITY FOR COMPLYING WITH LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS, RESTRICTIVE COVENANTS, OR OTHER REQUIREMENTS APPLICABLE. THIS PERMIT DOES NOT AUTHORIZE THE USE OF STREETS, ALLEYS OR SIDEWALKS FOR THE DEPOSITING OF BUILDING MATERIALS.

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMPLETED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF CONTRACTOR

(DATE)

SIGNATURE OF OWNER

(DATE)

WHEN PROPERLY VALIDATED THIS IS YOUR PERMIT

CHECKED & APPROVED BY

(DATE)

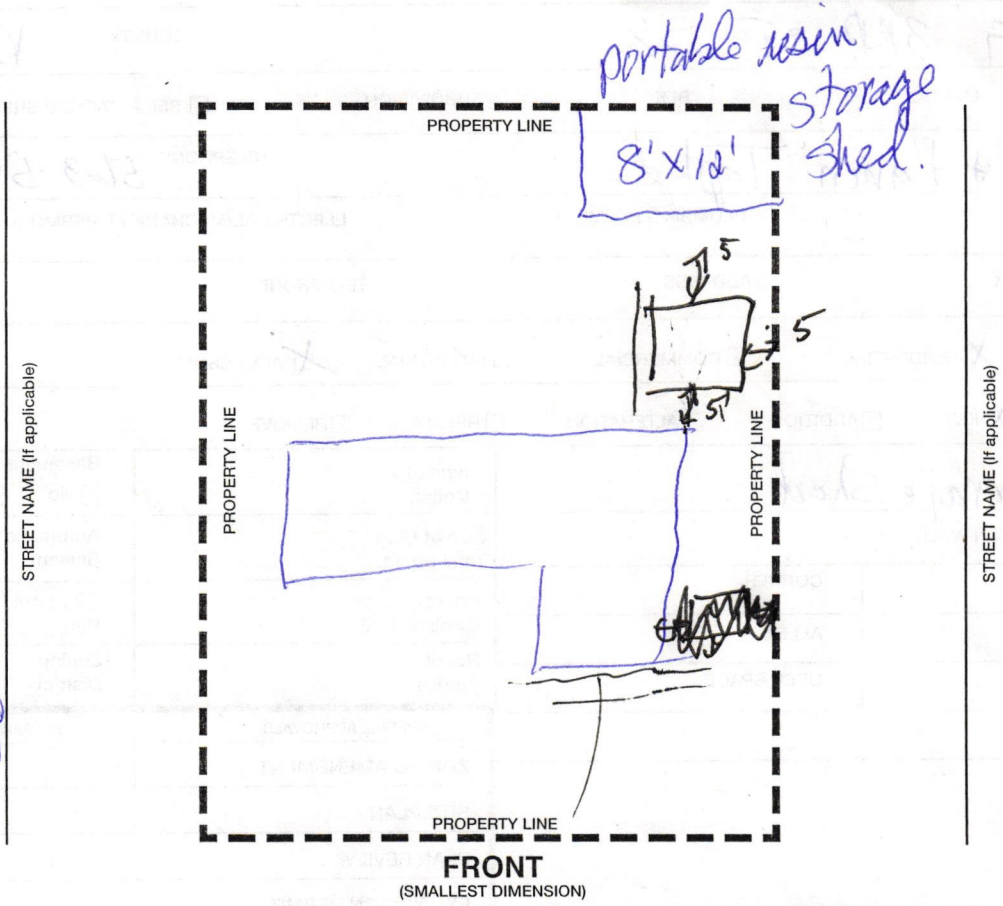
APPROVED BY CITY COUNCIL

(DATE)

Certificate of Occupancy

This Certificate of Occupancy is hereby issued to the above signed in accordance with the provisions set out in the City of Dyersville Municipal Code and all revisions thereto.

Your building and proposed use thereof shall comply with the provisions of the above-cited permit and other building and health ordinances of the City of Dyersville. No change or use shall be made in your building, or in any part thereof, nor may it be structurally altered, unless a Certificate of Occupancy is issued. This certificate shall be authorized after the lawful completion or alteration of the building, or occupancy and use of land.



609 3RD ST SE

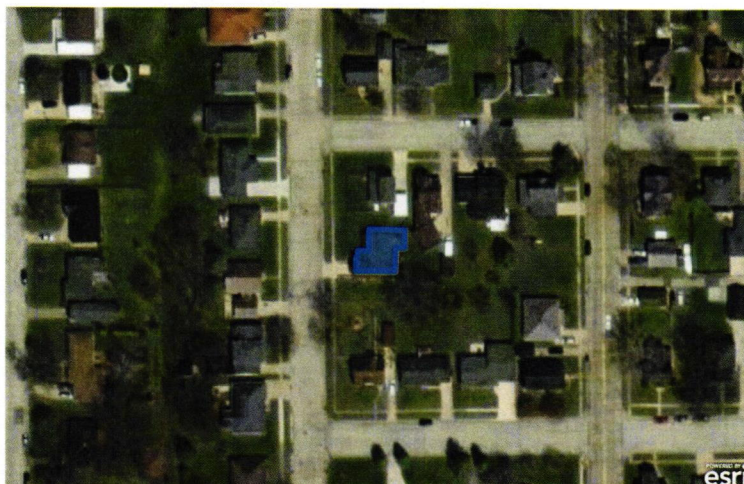
STREET NAME (if applicable)

USE SPACE BELOW FOR NOTES, FOLLOW-UP, ETC.

Task Detail

Item 19.

Task ID	Activity	Asset
50203	Permit	Building Facility 833



Basic Information

Department	Start Date	5/16/2023	Stop Date
Notes	Building Permit 23-2284 submitted for your review. Shed placement.		

Costs

Equipment	\$0.00	Labor	\$63.76	Material	\$0.00	Other	\$0.00
Total	\$63.76						

Labor			
ID	Full Name	Hours	Cost
01-2211	Mick Michel	0.50	\$31.88
01-2211	Mick Michel	0.50	\$31.88

Task Log

Entry Date	Employee	Log Entry
5/16/2023	Michel	I reviewed building permit 23-2284 and the City Code Section 165.09.12. The property is in the floodfringe area and the owner wants to put a shed on the SE corner of the back lot line. However, this violates Section 165.09.12 (E), which says that accessory buildings must be at least five feet away from the side and rear lot lines. Also, the owner may need a floodplain development permit before building, depending on the shed's location. I have put the building permit on hold until the owner makes the required changes.
5/22/2023	Michel	I met with Karen and Steve Tapke on the proposed shed. They want to place a 8X12 shed on the property. We looked at the setback requirements. Also the proposed project will need a floodplain development permit. The property owners modified the permit. I approve the permit subject to an approve floodplain development permit.