

SPECIAL CITY COUNCIL

Lower Level Council Chambers Monday, June 30, 2025 6:00 PM

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 June 16, 2025
- 3. Approve Minutes Special City Council Meeting June 27, 2025
- <u>4.</u> Special Class C Retail Alcohol License Dyersville Commercial Club Park (5 Day, July 1 5, 2025)
- Special Class C Retail Alcohol License Dyersville Commercial Club Park (Unlicense Your Location)

ACTION ITEMS

- **6.00 P.M. Public Hearing** on proposed action to institute proceedings to enter into a loan agreement and to borrow money thereunder in a principal amount not to exceed \$3,300,000
- 7. Resolution No. 88-25 taking additional action on proposal to enter into a General Obligation Corporate Purpose Loan Agreement
- 8. Resolution No. 85-25 approving contract amendment between City of Dyersville, and Ecocene Environmental Group, Inc. for Professional Services Project Scoping Study, Building Resilient Infrastructure and Community Program.
- **9. Resolution No. 86-25** approving amendment 2 of the grant agreement between Dubuque County, the City of Dyersville, and This is Iowa Ballpark, Inc.

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Reports

Packet: APPKT01974 - 06.30.25 Bills - AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND Department: 110 - POLICE					
RELIANCE STANDARD	07.2025	Police Insurance	001-5-110-1-61500	GROUP INSURANCE	272.44
HMC SOLUTIONS LLC	1229	Emboidered Ball Caps	001-5-110-1-61801	AVENARIUS UNIFORMS	15.00
EMBLEM ENTERPRISES INC	818343	Uniform Badges	001-5-110-1-61802	DUPONT UNIFORMS	339.16
HMC SOLUTIONS LLC	1229	Embroidered Ball Caps - Jobg		PART TIME UNIFORMS	15.00
STREICHER'S	11760600	Uniforms - Pants	001-5-110-1-61812	PART TIME UNIFORMS	170.00
HMC SOLUTIONS LLC	1229	Embroidered Ball Caps	001-5-110-1-61817	TUEGEL UNIFORMS	15.00
STREICHER'S	11768220	Uniforms - Polo Shirts	001-5-110-1-61817	TUEGEL UNIFORMS	105.99
ACE HARDWARE	267976	Postage - Speed Trailer Light	001-5-110-1-63320	VEHICLE REPAIRS	28.86
CARQUEST AUTO PARTS	4986-478175	Speed Trailer Batteries	001-5-110-1-63320	VEHICLE REPAIRS	150.06
TAUKE MOTORS	53047	Alternator/HVAC Connector	001-5-110-1-63320	VEHICLE REPAIRS	1,613.72
VERIZON WIRELESS	6116235621	Captain Cell Phone - 3004	001-5-110-1-63730	TELEPHONE	41.47
VERIZON WIRELESS	6116235621	Pepwave 4 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6116235621	Police Chief Cell Phone - 5804	001-5-110-1-63730	TELEPHONE	53.57
VERIZON WIRELESS	6116235621	Pepwave 3 PDS	001-5-110-1-63730	TELEPHONE	40.07
VERIZON WIRELESS	6116235621	Assist Chief Cell Phone - 2918	001-5-110-1-63730	TELEPHONE	41.47
VERIZON WIRELESS	6116235621	Modem - 4635	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6116235621	Pepwave 1 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6116235621	Pepwave 2 PD	001-5-110-1-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES		HRA Admin	001-5-110-1-64080	INSURANCE PREMIUM	35.00
DUBUQUE HUMANE SOCIETY	2610	Animal Fees	001-5-110-1-65060	OFFICE SUPPLIES	90.00
HERITAGE PRINTING CO	2825	Business Cards	001-5-110-1-65060	OFFICE SUPPLIES	96.30
HERITAGE PRINTING CO	2935	Notary Stamp	001-5-110-1-65060	OFFICE SUPPLIES	32.37
JOHN DEERE FINANCIAL	5953093	Locks/Key Ring/Hardware	001-5-110-1-65407	DEPARTMENT SUPPLIES	19.97
		. , .		Department 110 - POLICE Total:	3,335.49
Department: 210 - TRANS	DODTATION			•	
RELIANCE STANDARD	07.2025	Public Works Insurance	001-5-210-2-61500	GROUP INSURANCE	8.15
GIANT WASH	25170	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
JEFF'S AUTO SERVICE	167619	Dump Trailer Battery	001-5-210-2-61800	VEHICLE REPAIRS	164.95
JEFF'S AUTO SERVICE	167763	AC Refrigerant	001-5-210-2-63320	VEHICLE REPAIRS	118.90
JOHN DEERE FINANCIAL	WD31837	Replace Fuse - Loader	001-5-210-2-63320	VEHICLE REPAIRS	187.80
VERIZON WIRELESS	6116235621	PW Director Cell Phone - 8775	001-5-210-2-63730	TELEPHONE	46.47
VERIZON WIRELESS	6116235621	Pepwave 5 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6116235621	Pepwave 4 PW	001-5-210-2-63730	TELEPHONE	40.05
VERIZON WIRELESS	6116235621	Pepwave 7 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6116235621	Pepwave 6 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6116235621	Pepwave 1 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6116235621	PW 8	001-5-210-2-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES		HRA Admin	001-5-210-2-64080	INSURANCE PREMIUM	5.95
LANDMARK TURF SERVICES	744	Weed Spraying	001-5-210-2-64322	CONTRACTED SERVICES	1,904.00
PAUL'S COUNTRY FARM STO		Weed Killer	001-5-210-2-65407	DEPARTMENT SUPPLIES	315.00
MR LOCK & KEY	6865	Repair Lock - Shop Door	001-5-210-2-65407	DEPARTMENT SUPPLIES	80.00
WEIKERT CONTRACTING INC	06182503	Street Restriping / Painting	001-5-210-2-67621	STREET REHABILITATION	18,218.00
		, , , , , , , , , , , , , , , , , , ,		partment 210 - TRANSPORTATION Total:	21,291.69
Department: 410 - LIBRAF	ov.				
RELIANCE STANDARD	07.2025	Library Insurance	001-5-410-4-61500	GROUP INSURANCE	108.39
VONDERHAAR, SHIRLEY	06.20.25	Office Chair	001-5-410-4-63750	MAINTENANCE	219.00
QUILL CORPORATION	444480092	Tables	001-5-410-4-63750	MAINTENANCE	101.15
QUILL CORPORATION QUILL CORPORATION	44535344	Tables	001-5-410-4-63750	MAINTENANCE	895.32
MR LOCK & KEY	6858	Door Repair	001-5-410-4-63750	MAINTENANCE MAINTENANCE	60.00
PREFERRED HEALTH CHOICES		HRA Admin	001-5-410-4-64080	INSURANCE PREMIUM	15.00
HANSEL CLEANING SERVICES		Cleaning Services		CONTRACTED SERVICES	250.00
		-	001-5-410-4-64322		
HANSEL CLEANING SERVICES	U0.13.23	Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	250.00

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Packet: APPKT01974 - 06.3

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
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HANSEL CLEANING SERVICES		Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	250.00
VONDERHAAR, SHIRLEY	06.20.25	Batteries	001-5-410-4-65060	OFFICE SUPPLIES	19.98
GIANT WASH	25170	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	2.37
ACE HARDWARE	267983	Tape	001-5-410-4-65060	OFFICE SUPPLIES	9.99
HERITAGE PRINTING CO	2846	Summer Reading Program S	001-5-410-4-65060	OFFICE SUPPLIES	23.45
CARNEGIE-STOUT PUBLIC LIB		CD Supplies	001-5-410-4-65060	OFFICE SUPPLIES	42.00
OVERDRIVE	06497CO25196509	Electronic Media	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU	780.99
BAKER & TAYLOR BOOKS	2039102982	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU	67.81
PLAYAWAY PRODUCTS	502500	Library of Things	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU	524.93
				Department 410 - LIBRARY Total:	3,620.38
Department: 430 - PARKS					
RELIANCE STANDARD	07.2025	Parks Insurance	001-5-430-4-61500	GROUP INSURANCE	25.67
PREFERRED HEALTH CHOICES	0000008412	HRA Admin	001-5-430-4-64080	INSURANCE PREMIUM	2.50
HEFEL PORTABLE SERVICES L	5114	Portable Restrooms	001-5-430-4-64322	CONTRACTED SERVICES	4,768.00
TRUMM, NICK	06.26.25	Umpire Fees	001-5-430-4-64323	COACHES/UMPIRES	80.00
KLUESNER FORESTRY SERVIC	16102511	Clean Up Fallen Tree	001-5-430-4-64326	TREE MAINTENANCE SERVIC	250.00
SEEGMILLER, MELISA	06-2025-004122	Refund - Soccer	001-5-430-4-64800	REFUNDS	35.00
ACE HARDWARE	267849/66	Cable Ties/Pipe Insulation	001-5-430-4-65407	DEPARTMENT SUPPLIES	32.69
ACE HARDWARE	268083	Cover/Box/Connector	001-5-430-4-65407	DEPARTMENT SUPPLIES	15.63
ACE HARDWARE	268097	Fuses	001-5-430-4-65407	DEPARTMENT SUPPLIES	40.46
ACE HARDWARE	268111	Door Lock/ Door Hold	001-5-430-4-65407	DEPARTMENT SUPPLIES	18.87
ACE HARDWARE	268113	Door Hold	001-5-430-4-65407	DEPARTMENT SUPPLIES	4.86
VOLKENS INC	5457	Directional Boring - FOD Con	001-5-430-4-65407	DEPARTMENT SUPPLIES	1,295.00
HEIAR FENCING & SUPPLY	696220	Repair Backstop Fabric	001-5-430-4-65407	DEPARTMENT SUPPLIES	400.00
THREE RIVERS FS COMPANY	50038629	Field Marking Chalk	001-5-430-4-65410	SOFTBALL PROGRAM SUPPLI	328.60
THREE RIVERS FS COMPANY	50038340	Field Marking Chalk	001-5-430-4-65411	BASEBALL PROGRAM SUPPLI	303.60
BSN SPORTS/COLLEGIATE PA	929972285	Rake/Spikes/Batting Tee/Stri	001-5-430-4-65411	BASEBALL PROGRAM SUPPLI	380.98
MM MECHANICAL	i5558	Circuit Breaker - Westside Li	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E	101.26
				Department 430 - PARKS Total:	8,083.12
Department: 445 - AQUAT	TIC CENTER				
RELIANCE STANDARD	07.2025	Pool Insurance	001-5-445-4-61500	GROUP INSURANCE	25.67
ACCO	0254217-IN	Inlet	001-5-445-4-63327	MAINTENANCE	95.40
MR LOCK & KEY	6866	Pool Safe Lock	001-5-445-4-63327	MAINTENANCE	387.00
MM MECHANICAL	i5662	Square D B62 Thermo Overlo		MAINTENANCE	335.01
PREFERRED HEALTH CHOICES		HRA Admin	001-5-445-4-64080	INSURANCE PREMIUM	2.50
ACCO	0253767-IN	DPD Kit Refill/ColorQ Returns	001-5-445-4-65407	DEPARTMENT SUPPLIES	-371.86
ACCO	0254057-IN	Chemtrol Probe	001-5-445-4-65407	DEPARTMENT SUPPLIES	440.63
A-1 MOBILE STORAGE SERVI	106716	Container Rent/Ramp - Pool	001-5-445-4-65407	DEPARTMENT SUPPLIES	170.00
QUILL CORPORATION	44384998	Pocket Folders	001-5-445-4-65407	DEPARTMENT SUPPLIES	45.87
QUILL CORPORATION QUILL CORPORATION	44418547	Index Tabs/Wall Clock	001-5-445-4-65407	DEPARTMENT SUPPLIES	38.73
JOHN DEERE FINANCIAL	5941479	Popcorn/Distilled Water			12.76
JUST FOR YOU	6862	Banners	001-5-445-4-65407 001-5-445-4-65407	DEPARTMENT SUPPLIES DEPARTMENT SUPPLIES	82.87
USA BLUE BOOK	INV00747184	Bleach Ball/Sulfuric Acid	001-5-445-4-65407	DEPARTMENT SUPPLIES	133.97
		Concession Supplies			248.94
ATLANTIC COCA COLA MYERS-COX COMPANY	5212795	• •	001-5-445-4-65414 001-5-445-4-65414	CONCESSION STAND SUPPLIES	
IVITERS-COX COIVIPAINT	606827	Concession Supplies		CONCESSION STAND SUPPLIES	964.21 2,611.70
			Бераг	tment 445 - AQUATIC CENTER Total:	2,611.70
Department: 460 - COMM	UNITY CENTER				
TJ CLEANING SERVICES	06.19.25 Soc Ctr	Cleaning Services Wk of 6/13	001-5-460-4-64322	CONTRACTED SERVICES	200.00
TJ CLEANING SERVICES	06.26.25 Soc Ctr	Cleaning Services Wk of 6/20	001-5-460-4-64322	CONTRACTED SERVICES	200.00
GIANT WASH	25170	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	2.37
ACE HARDWARE	267906	Socket Bit Set	001-5-460-4-65407	DEPARTMENT SUPPLIES	37.79
ACE HARDWARE	267908	Fasteners	001-5-460-4-65407	DEPARTMENT SUPPLIES	5.20
IDEAL DECORATING	R297-2	Carpet Squares	001-5-460-4-65407	DEPARTMENT SUPPLIES	600.00
			Departme	nt 460 - COMMUNITY CENTER Total:	1,045.36
Department: 610 - MAYOF	R, COUNCIL & CITY ADM				
RELIANCE STANDARD	07.2025	P & A Insurance	001-5-610-6-61500	GROUP INSURANCE	45.69
				MAYOR, COUNCIL & CITY ADM Total:	45.69
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Department: 620 - CLERK,		Mayor/Council Incurance	001-5-620 6 61500	CDOLID INICI IDANICE	0.42
RELIANCE STANDARD	07.2025	Mayor/Council Insurance	001-5-620-6-61500	GROUP INSURANCE	9.43

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Exper	ise A	vorga	al Re	gister

Packet: APPKT01974 - 06.3 | Item 1. | P

Expense Approval Register				Packet: APPKT01974 - 06.3	
Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
FAREWAY STORES INC	00156163	Bowls/Water	001-5-620-6-65060	OFFICE SUPPLIES	7.46
QUILL CORPORATION	44377854	Sharpies/Envelopes	001-5-620-6-65060	OFFICE SUPPLIES	59.88
JOHN DEERE FINANCIAL	5951809	Batteries	001-5-620-6-65060	OFFICE SUPPLIES	19.99
			Departmen	t 620 - CLERK, TREAS & FINANCE Total:	96.76
Department: 650 - CITY H	IALL & GEN BLDGS				
TJ CLEANING SERVICES	06.19.25 City	Cleaning Services Wk of 6/13	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
B C LAND SERVICES	06.25.25	Remove bushes & Trees - A	001-5-650-6-63100	BUILDING MAINTENANCE	2,000.00
TJ CLEANING SERVICES	06.26.25 City	Cleaning Services Wk of 6/20	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
BARD MATERIALS	1690035	Gravel - Annex	001-5-650-6-63100	BUILDING MAINTENANCE	64.71
ACE HARDWARE	267989	Drain Emitter - Annex	001-5-650-6-63100	BUILDING MAINTENANCE	19.35
ACE HARDWARE	268026	Padlock	001-5-650-6-63100	BUILDING MAINTENANCE	52.77
JOHN DEERE FINANCIAL	5954095	Fitting/Coupler - Annex	001-5-650-6-63100	BUILDING MAINTENANCE	5.98
COMMUNICATIONS ENGINE	446669	FOD Operation Switch	001-5-650-6-63730	TELEPHONE	893.50
VERIZON WIRELESS	6116235621	City 0416	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	6116235621	Administrator Cell Phone - 4	001-5-650-6-63730	TELEPHONE	46.47
VERIZON WIRELESS	6116235621	City 3440	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	6116235621	Michel - 3568	001-5-650-6-63730	TELEPHONE	11.30
VERIZON WIRELESS	6116235621	City Clerk Cell Phone - 4040	001-5-650-6-63730	TELEPHONE	46.47
GIANT WASH	25170	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	25.62
CAPITAL SANITARY SUPPLY	D161399	Soap/Tissue	001-5-650-6-65412	BUILDING SUPPLIES	234.90
			Departme	nt 650 - CITY HALL & GEN BLDGS Total:	3,981.09
Department: 660 - TORT	LIABILITY				
PREFERRED HEALTH CHOICES.	0000008412	HRA Admin	001-5-660-6-64080	INSURANCE PREMIUM	1.75
			D	epartment 660 - TORT LIABILITY Total:	1.75
Department: 670 - OTHER	R GENERAL GOVT				
TYLER TECHNOLOGIES	025-514050	Annual Fees	001-5-670-6-62100	DUES/SUBSCRIPTIONS	2,196.00
IOWA LEAGUE OF CITIES	105364	Membership Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	2,968.00
		·	Departmo	ent 670 - OTHER GENERAL GOVT Total:	5,164.00
				Fund 001 - GENERAL FUND Total:	49,277.03
Fund: 002 - LIBRARY TRUST FU	IND				•
Department: 410 - LIBRA					
FAREWAY STORES INC	00358195	Refreshments	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	33.94
VONDERHAAR, SHIRLEY	06.20.25	Fundraiser	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	54.66
BAKER & TAYLOR BOOKS	2039130825	Summer Reading Prize	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	4.19
HERITAGE PRINTING CO	2814	StoryWalk laminating	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	128.00
ADVANTAGE ARCHIVES LLC	42750	Digitizing Commercial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	700.00
		5 5		Department 410 - LIBRARY Total:	920.79
			F	und 002 - LIBRARY TRUST FUND Total:	920.79
Fund: 110 - ROAD USE FUND					520.75
Department: 210 - TRANS	SPORTATION				
RELIANCE STANDARD	07.2025	Public Works Insurance	110-5-210-2-61500	GROUP INSURANCE	80.97
FL KRAPFL INC	2257	8th Ave SE Storm Sewer	110-5-210-2-67679	STORM SEWER IMPROVEME	32,867.93
FL KRAPFL INC	2268	Labor/Equipment - Intake Box	110-5-210-2-67679	STORM SEWER IMPROVEME	4,325.00
FL KRAPFL INC	2269	Labor/Equipment - Intake Box		STORM SEWER IMPROVEME	6,375.00
FL KNAPPL INC	2209	Labor/Equipment - intake Box		rtment 210 - TRANSPORTATION Total:	43,648.90
			Бера	_	· ·
				Fund 110 - ROAD USE FUND Total:	43,648.90
Fund: 112 - TRUST AND AGEN					
Department: 460 - COMN	MUNITY CENTER				
HOEGER, KAROL	06.14.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE	100.00
	06.14.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE	100.00
LINK, NICOLE					
LINK, NICOLE STEGER, CAROL	07.26.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE	350.00
		Social Center Refund		SOCIAL CENTER DEPOSIT RE nent 460 - COMMUNITY CENTER Total:	350.00 550.00

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Packet: APPKT01974 - 06.3

Expense Approval Register				Packet: APPK101974 - 06.3	μP
Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 128 - CDBG	•				
Department: 140 - FLOOD	CONTROL				
MIDWEST PATCH / HI VIZ SA		Street Signs	128-5-140-1-67622	STREET SIGN REPLACEMENT	400.00
,				Department 140 - FLOOD CONTROL Total:	400.00
				Fund 128 - CDBG Total:	400.00
Fund: 135 - DYERSVILLE TIF DIS	T ELIND				
Department: 700 - DEBT S					
JEDA POLYMERS LLC	30-14 2025	Tax Rebate	135-5-700-5-68018	TAX REBATE	53,458.65
				Department 700 - DEBT SERVICE Total:	53,458.65
			C.	und 135 - DYERSVILLE TIF DIST FUND Total:	53,458.65
			.,	und 155 - DTERSVILLE III DIST FORD Total.	33,436.03
Fund: 301 - CAPITAL PROJECTS					
Department: 723 - CAPITA		Door Crook Maintenance St	201 5 722 9 64062	ENCINEEDS FEES	1 201 26
EOCENE ENVIRONMENTAL G COMMUNICATIONS ENGINE		Bear Creek Maintenance - St Phone System - Block of Labor			1,281.36 8,750.00
COMMONICATIONS ENGINE	447590	Priorie System - Block of Labor		Department 723 - CAPITAL PROJECT Total:	10,031.36
				Department 725 - CAPITAL PROJECT Total.	10,031.30
Department: 764 - CAPITA		Cide all Barbarana	204 5 764 0 64222	CONTRACTED CERVICES	101 10
KLEIN, SHELLY	2025-01	Sidewalk Replacement Sidewalk Replacement	301-5-764-8-64322		101.40
WHITE, JASON OR KELLY LANSING, LARRY & JANICE	2025-03	Sidewalk Replacement	301-5-764-8-64322 301-5-764-8-64322		118.56
•	2025-04 2025-05	Sidewalk Replacement	301-5-764-8-64322		99.84 84.24
HUBERTY, RUSSELL	2025-05	Sidewalk Replacement		Department 764 - CAPITAL PROJECT Total:	404.04
				<u> </u>	
				Fund 301 - CAPITAL PROJECTS FUND Total:	10,435.40
Fund: 600 - WATER FUND					
Department: 810 - WATER					
RELIANCE STANDARD	07.2025	Water Insurance	600-5-810-9-61500		87.21
GIANT WASH	25170	Uniforms - Recker	600-5-810-9-61809		2.37
GIANT WASH	25170	Uniforms - Herbers	600-5-810-9-61814		2.37
VERIZON WIRELESS	6116235621	Pepwave 3 Wtr	600-5-810-9-63730		40.05
PREFERRED HEALTH CHOICES		HRA Admin	600-5-810-9-64080		14.78
DEMMER MECHANICAL	17808	Air Cell Kits	600-5-810-9-65407		5,896.24
MIDWEST PATCH / HI VIZ SA JOHN DEERE FINANCIAL	4010 5952275	Locate Paint & Flags Grease Gun	600-5-810-9-65407 600-5-810-9-65407		143.00 59.99
USA BLUE BOOK	INV00747580	DPD Dispensers	600-5-810-9-65407		67.80
OSA BLOL BOOK	111100747380	DFD Dispelisers	000-3-810-3-03407	Department 810 - WATER Total:	6,313.81
				·	
				Fund 600 - WATER FUND Total:	6,313.81
Fund: 610 - SEWER FUND					
Department: 815 - SEWER		Markovska languaga	C10 F 01F 0 C1F00	CROUD INCLIDANCE	02.07
RELIANCE STANDARD GIANT WASH	07.2025	Wastewater Insurance	610-5-815-9-61500		83.87
GIANT WASH	25170 25170	Uniforms - Menke Uniforms - Reicher	610-5-815-9-61810 610-5-815-9-61813		2.37 30.86
JEFF'S AUTO SERVICE	167578	Batteries	610-5-815-9-63320		515.85
VERIZON WIRELESS	6116235621	Sewer Camera	610-5-815-9-63730		40.01
VERIZON WIRELESS	6116235621	Pepwave 2 WW	610-5-815-9-63730		40.01
PREFERRED HEALTH CHOICES		HRA Admin	610-5-815-9-64080		10.27
ACE HARDWARE	267968	Threaded Rod	610-5-815-9-65407		7.91
MIDWEST PATCH / HI VIZ SA	4010	Locate Paint & Flags	610-5-815-9-65407		143.00
JOHN DEERE FINANCIAL	5949047	Booster cables	610-5-815-9-65407		49.99
JOHN DEERE FINANCIAL	5949491	Clamp/Handle	610-5-815-9-65407		15.48
JOHN DEERE FINANCIAL	5952449	Clamps	610-5-815-9-65407		8.99
JOHN DEERE FINANCIAL	5953409	Nuts/Bolts	610-5-815-9-65407	DEPARTMENT SUPPLIES	16.73
USA BLUE BOOK	INV00747968	Transmitter	610-5-815-9-65407	DEPARTMENT SUPPLIES	969.96
USA BLUE BOOK	INV747034	Dispenser/Chlorine Reagent	610-5-815-9-65407	DEPARTMENT SUPPLIES	909.80
FL KRAPFL INC	2262	Equipment/Labor - Hwy 52	610-5-815-9-67670	MANHOLE REHAB/REPAIR P	41,548.15
				Department 815 - SEWER Total:	44,393.27
				Fund 610 - SEWER FUND Total:	44,393.27

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Expense Approval Register

Vendor Name

Packet: APPKT01974 - 06.3

Fund: 670 - SOLID WASTE FUND

Department: 840 - SOLID WASTE

RELIANCE STANDARD 07.202

RELIANCE STANDARD 07.2025 Solid Waste Insurance PREFERRED HEALTH CHOICES... 0000008412 HRA Admin

Description (Item)

Payable Number

670-5-840-9-61500 670-5-840-9-65060

Account Number

GROUP INSURANCE
OFFICE SUPPLIES
Department 840 - SOLID WASTE Total:

Account Name

14.19 2.25 16.44

Amount

16.44

Fund 670 - SOLID WASTE FUND Total:

Grand Total: 209,414.29

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Item 1. Packet: APPKT01974 - 06.3

Fund Summary

Fund		Expense Amount
001 - GENERAL FUND		49,277.03
002 - LIBRARY TRUST FUND		920.79
110 - ROAD USE FUND		43,648.90
112 - TRUST AND AGENCY FUND		550.00
128 - CDBG		400.00
135 - DYERSVILLE TIF DIST FUND		53,458.65
301 - CAPITAL PROJECTS FUND		10,435.40
600 - WATER FUND		6,313.81
610 - SEWER FUND		44,393.27
670 - SOLID WASTE FUND		16.44
	Grand Total:	209,414.29

Account Summary

Account Summary					
Account Number	Account Name	Expense Amount			
001-5-110-1-61500	GROUP INSURANCE	272.44			
001-5-110-1-61801	AVENARIUS UNIFORMS	15.00			
001-5-110-1-61802	DUPONT UNIFORMS	339.16			
001-5-110-1-61812	PART TIME UNIFORMS	185.00			
001-5-110-1-61817	TUEGEL UNIFORMS	120.99			
001-5-110-1-63320	VEHICLE REPAIRS	1,792.64			
001-5-110-1-63730	TELEPHONE	336.62			
001-5-110-1-64080	INSURANCE PREMIUM	35.00			
001-5-110-1-65060	OFFICE SUPPLIES	218.67			
001-5-110-1-65407	DEPARTMENT SUPPLIES	19.97			
001-5-210-2-61500	GROUP INSURANCE	8.15			
001-5-210-2-61806	LUECK UNIFORMS	2.37			
001-5-210-2-63320	VEHICLE REPAIRS	471.65			
001-5-210-2-63730	TELEPHONE	286.57			
001-5-210-2-64080	INSURANCE PREMIUM	5.95			
001-5-210-2-64322	CONTRACTED SERVICES	1,904.00			
001-5-210-2-65407	DEPARTMENT SUPPLIES	395.00			
001-5-210-2-67621	STREET REHABILITATION	18,218.00			
001-5-410-4-61500	GROUP INSURANCE	108.39			
001-5-410-4-63750	MAINTENANCE	1,275.47			
001-5-410-4-64080	INSURANCE PREMIUM	15.00			
001-5-410-4-64322	CONTRACTED SERVICES	750.00			
001-5-410-4-65060	OFFICE SUPPLIES	97.79			
001-5-410-4-67701	BOOKS/FILMS/RECORDS	1,373.73			
001-5-430-4-61500	GROUP INSURANCE	25.67			
001-5-430-4-64080	INSURANCE PREMIUM	2.50			
001-5-430-4-64322	CONTRACTED SERVICES	4,768.00			
001-5-430-4-64323	COACHES/UMPIRES	80.00			
001-5-430-4-64326	TREE MAINTENANCE SE	250.00			
001-5-430-4-64800	REFUNDS	35.00			
001-5-430-4-65407	DEPARTMENT SUPPLIES	1,807.51			
001-5-430-4-65410	SOFTBALL PROGRAM SU	328.60			
001-5-430-4-65411	BASEBALL PROGRAM SU	684.58			
001-5-430-4-67274	CAPITAL IMPROVEMENT	101.26			
001-5-445-4-61500	GROUP INSURANCE	25.67			
001-5-445-4-63327	MAINTENANCE	817.41			
001-5-445-4-64080	INSURANCE PREMIUM	2.50			
001-5-445-4-65407	DEPARTMENT SUPPLIES	552.97			
001-5-445-4-65414	CONCESSION STAND SU	1,213.15			
001-5-460-4-64322	CONTRACTED SERVICES	402.37			
001-5-460-4-65407	DEPARTMENT SUPPLIES	642.99			
001-5-610-6-61500	GROUP INSURANCE	45.69			
001-5-620-6-61500	GROUP INSURANCE	9.43			
001-5-620-6-65060	OFFICE SUPPLIES	87.33			
001-5-650-6-63100	BUILDING MAINTENANCE	2,642.81			

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Item 1. Packet: APPKT01974 - 06.3

Account Summary

<u> </u>	
Account Name	Expense Amount
TELEPHONE	1,077.76
BUILDING SUPPLIES	260.52
INSURANCE PREMIUM	1.75
DUES/SUBSCRIPTIONS	5,164.00
LIBRARY TRUST EXPENDI	920.79
GROUP INSURANCE	80.97
STORM SEWER IMPROV	43,567.93
SOCIAL CENTER DEPOSIT	550.00
STREET SIGN REPLACEM	400.00
TAX REBATE	53,458.65
ENGINEERS FEES	1,281.36
CONTRACTED SERVICES	8,750.00
CONTRACTED SERVICES	404.04
GROUP INSURANCE	87.21
RECKER UNIFORMS	2.37
HERBERS UNIFORMS	2.37
TELEPHONE	40.05
INSURANCE PREMIUM	14.78
DEPARTMENT SUPPLIES	6,167.03
GROUP INSURANCE	83.87
MENKE UNIFORMS	2.37
REICHER UNIFORMS	30.86
VEHICLE REPAIRS	515.85
TELEPHONE	80.04
INSURANCE PREMIUM	10.27
DEPARTMENT SUPPLIES	2,121.86
MANHOLE REHAB/REPA	41,548.15
GROUP INSURANCE	14.19
OFFICE SUPPLIES	2.25
Grand Total:	209,414.29
	TELEPHONE BUILDING SUPPLIES INSURANCE PREMIUM DUES/SUBSCRIPTIONS LIBRARY TRUST EXPENDI GROUP INSURANCE STORM SEWER IMPROV SOCIAL CENTER DEPOSIT STREET SIGN REPLACEM TAX REBATE ENGINEERS FEES CONTRACTED SERVICES CONTRACTED SERVICES GROUP INSURANCE RECKER UNIFORMS HERBERS UNIFORMS TELEPHONE INSURANCE PREMIUM DEPARTMENT SUPPLIES GROUP INSURANCE MENKE UNIFORMS REICHER UNIFORMS TELEPHONE INSURANCE PREMIUM DEPARTMENT SUPPLIES GROUP INSURANCE MENKE UNIFORMS TELEPHONE INSURANCE PREMIUM DEPARTMENT SUPPLIES MANHOLE REPAIRS TELEPHONE INSURANCE PREMIUM DEPARTMENT SUPPLIES MANHOLE REHAB/REPA GROUP INSURANCE OFFICE SUPPLIES

Project Account Summary

Project Account Key		Expense Amount
None		206,713.96
301-20500203		1,281.36
301SIDEWALK		404.04
410AF		67.81
410EM		780.99
410TPROG		166.13
	Grand Total:	209.414.29

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Expense Approval Research

Packet: APPKT01975 - 06.30.25 Bills - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND Department: 110 - POLICE	:				
ALLIANT ENERGY	06.13.25 A	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	162.22
WINDSTREAM	06.18.25	Police Phone	001-5-110-1-63730	TELEPHONE	139.49
				Department 110 - POLICE Total:	301.71
Department: 130 - EMERG	SENCY MANAGEMENT				
MAQUOKETA VALLEY ELECTR	05.2025 B	Tornado Siren Electricity	001-5-130-1-67275	EMERGENCY EQUIPMENT	49.06
			Department 13	0 - EMERGENCY MANAGEMENT Total:	49.06
Department: 150 - FIRE					
MAQUOKETA VALLEY ELECTR	05.2025 B	Fire - Electricity	001-5-150-1-63710	ELECTRICITY	376.96
XTREAM / MEDIACOM	06.2025 Fire	Cable Service	001-5-150-1-63730	TELEPHONE	117.22
				Department 150 - FIRE Total:	494.18
Department: 180 - MISC. (COMMUNITY PROTECTION				
MAQUOKETA VALLEY ELECTR	05.2025 B	Stop Lights Electricity	001-5-180-1-63710	ELECTRICITY	55.59
MAQUOKETA VALLEY ELECTR	05.2025 B	Street Light Electricity	001-5-180-1-63710	ELECTRICITY	160.81
MAQUOKETA VALLEY ELECTR	05.2025 B	Castle Hill Lights Electricity	001-5-180-1-63710	ELECTRICITY	46.94
MAQUOKETA VALLEY ELECTR	05.2025 B	Street Lights 2 Electricity	001-5-180-1-63710	ELECTRICITY	10.37
MAQUOKETA VALLEY ELECTR	05.2025 B	Field of Dreams Electricity	001-5-180-1-63710	ELECTRICITY	56.38
ALLIANT ENERGY	06.13.25 A	Community Protection Electr	001-5-180-1-63710	ELECTRICITY	200.13
			Department 180 - N	IISC. COMMUNITY PROTECTION Total:	530.22
Department: 210 - TRANS	PORTATION				
NAPA AUTO PARTS	173627 A	Filters	001-5-210-2-63320	VEHICLE REPAIRS	57.21
			Depa	rtment 210 - TRANSPORTATION Total:	57.21
Department: 410 - LIBRAR					
POSTMASTER	06192025	Postage	001-5-410-4-65060	OFFICE SUPPLIES	146.00
				Department 410 - LIBRARY Total:	146.00
Department: 430 - PARKS		5 1 51	004 5 400 4 60740	51507010171	226.05
ALLIANT ENERGY	06.13.25 A	Park Electricity	001-5-430-4-63710	ELECTRICITY	326.05
WINDSTREAM	06.18.25	Parks Phone	001-5-430-4-63730	TELEPHONE	49.53
				Department 430 - PARKS Total:	375.58
Department: 460 - COMM ALLIANT ENERGY	06.13.25 A	Social Center Electricity	001-5-460-4-63710	ELECTRICITY	52.61
ALLIANT ENERGY	00.13.23 A	Social Certier Electricity		nent 460 - COMMUNITY CENTER Total:	52.61
Department: 520 - ECONO	MAIC DEVELOPMENT		Бераги	ient 400 - Colvinolati i Celatek Total.	32.01
DYERSVILLE INDUSTRIES INC	06.27.25	Annual Appropriation	001-5-520-5-64315	ECONOMIC DEVELOPMENT	5,000.00
				20 - ECONOMIC DEVELOPMENT Total:	5,000.00
Department: 650 - CITY H	ALL & GEN BLDGS				
ALLIANT ENERGY	06.13.25 B	Electricity - Rental	001-5-650-6-63710	ELECTRICITY	5.82
MAQUOKETA VALLEY ELECTR		Internet- Field of Dreams	001-5-650-6-63730	TELEPHONE	379.55
WINDSTREAM	06.18.25	City Hall Phone	001-5-650-6-63730	TELEPHONE	236.54
MAQUOKETA VALLEY ELECTR		Fiber Optic - Business Ultra	001-5-650-6-63730	TELEPHONE	399.45
	001202010	The optic business that		nt 650 - CITY HALL & GEN BLDGS Total:	1,021.36
				Fund 001 - GENERAL FUND Total:	8,027.93
Fund: 110 - ROAD USE FUND					
	COMMUNITY PROTECTION				
ALLIANT ENERGY	06.13.25 A	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	466.96
		, , ,		IISC. COMMUNITY PROTECTION Total:	466.96
				Fund 110 - ROAD USE FUND Total:	466.96

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Item 1. Packet: APPKT01975 - 06. **Expense Approval Register Vendor Name** Description (Item) **Account Number Account Name Payable Number** Amount Fund: 610 - SEWER FUND Department: 815 - SEWER MAQUOKETA VALLEY ELECTR... 05.2025 B Press Building Electricity 610-5-815-9-63710 **ELECTRICITY** 2,788.14 MAQUOKETA VALLEY ELECTR... 05.2025 B Ind Park Lift Station Electricity 610-5-815-9-63710 **ELECTRICITY** 125.81 Department 815 - SEWER Total: 2,913.95 Fund 610 - SEWER FUND Total: 2,913.95 **Fund: 670 - SOLID WASTE FUND** Department: 840 - SOLID WASTE MAQUOKETA VALLEY ELECTR... 05.2025 B **Compost Site Electricity** 670-5-840-9-63710 **ELECTRICITY** 66.80 Department 840 - SOLID WASTE Total: 66.80 Fund 670 - SOLID WASTE FUND Total: 66.80

Grand Total:

11,475.64

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Packet: APPKT01975 - 06.3

Fund Summary

Fund		Expense Amount
001 - GENERAL FUND		8,027.93
110 - ROAD USE FUND		466.96
610 - SEWER FUND		2,913.95
670 - SOLID WASTE FUND		66.80
	Grand Total:	11.475.64

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63710	ELECTRICITY	162.22
001-5-110-1-63730	TELEPHONE	139.49
001-5-130-1-67275	EMERGENCY EQUIPMENT	49.06
001-5-150-1-63710	ELECTRICITY	376.96
001-5-150-1-63730	TELEPHONE	117.22
001-5-180-1-63710	ELECTRICITY	530.22
001-5-210-2-63320	VEHICLE REPAIRS	57.21
001-5-410-4-65060	OFFICE SUPPLIES	146.00
001-5-430-4-63710	ELECTRICITY	326.05
001-5-430-4-63730	TELEPHONE	49.53
001-5-460-4-63710	ELECTRICITY	52.61
001-5-520-5-64315	ECONOMIC DEVELOPM	5,000.00
001-5-650-6-63710	ELECTRICITY	5.82
001-5-650-6-63730	TELEPHONE	1,015.54
110-5-180-1-63710	ELECTRICITY	466.96
610-5-815-9-63710	ELECTRICITY	2,913.95
670-5-840-9-63710	ELECTRICITY	66.80
	Grand Total:	11,475.64

Project Account Summary

Project Account Key		Expense Amount
None		11,475.64
	Grand Total:	11 475 64

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Dyersville, IA



UBPKT02356 - Refunds 01 UBPKT02355 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
03-020244-05	Watson, Crystal		0	87.29			87.29	Generated From Billing
03-020185-02	Bowers, Lori		0	170.99			170.99	Deposit
Total Refunds: 2		Total I	Refunded Amount:	258.28				

Revenue Code Summary

Revenue Code		Amount
996 - Unapplied Credit		258.28
	Revenue Total:	258.28



CITY COUNCIL

Lower Level Council Chambers Monday, June 16, 2025 6:00 PM

MINUTES

CALL TO ORDER - ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member English to approve June 16, 2025 agenda as presented Seconded by Council Member Oberbroeckling.

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

ORAL COMMENTS

APPROVAL OF CONSENT AGENDA

Motion made by Council Member Oberbroeckling to approve the consent agenda as amended to remove CMA Welding invoice Seconded by Council Member Singsank.

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

1. Approve Bills; 2. Approve Minutes City Council Meeting - June 2, 2025; 3. Receive & File Minutes

Planning & Zoning Commission Meeting - June 9, 2025; **4. Receive & File Minutes** James Kennedy Public Library Board Of Trustees Meeting - May 13, 2025; **5. Blasting Permit** Bennett Explosives, Inc. - July 2025; **6. Class E Retail Alcohol License** Hartig Drug Co. #6; **7. Approve Cigarette/Tobacco Permit** Sundstop; **8. Parade Permit** Beckman Catholic High School - Homecoming Parade - September 26, 2025; **9. Building Permit 25-2404** Decker Concrete, 2330 Industrial Parkway SW; **10. Building Permit No. 25-2406** Farmer's Shipping Association, 303 3rd St NE; **11. Resolution No. 79-25** approving the Final Plat of Rahe Farm Subdivision Plat No. 4, Dubuque County, Iowa. Lot 1 and Lot 2 of Rahe Farm Subdivision, Plat No. 2, Dubuque County, Iowa; **12. Request** from the Dyersville Downtown Market to close 2nd St SW between Xavier Auditorium and Legacy Square on the last Saturday of June, July, August & September; **13. Receive & File** July 4th Garbage Pick Up Change; **14. Receive & File** City Administrator Deferral Compensation Calculation; **15. Receive & File** Staff Report - Police - June 2025 **16. Receive & File** Staff Report - Parks & Recreation - June 2025; **17. Receive & File** Staff Report -

Library - June 2025; **18. Receive & File** Staff Report - Public Works - June 2025; **19. Receive & File** Staff Report - City Administrator - June 2025. The following bills were approved for payment:

A-1 Mobile Storage Service	Storage Unit	\$ 620.00
Absolute Science	Program	\$ 900.00
Access Systems	Contract	\$ 475.04
Acco	Supplies	\$ 2,369.92
Ace Hardware	Supplies	\$ 454.00
Advantage Archives LLC	Microfilming	\$ 1,400.00
AireSpring	Phone	\$ 342.33
Alliant Energy	Electricity	\$ 13,684.03
Amazon	Books	\$ 2,387.32
Atlantic Coca-Cola	Concession Supplies	\$ 354.21
Baker & Taylor Books	Books	\$ 1,312.71
Bertling, Amy	Refund	\$ 200.00
Bi-County Disposal Inc	Garbage / Recycling	\$ 30,292.00
Black Hills Energy	Natural Gas	\$ 1,567.46

Blackstone Publishing	Books	\$	200.62
Blank Park Zoo		Ť	
	Program	φ	400.00
Blue Path Finance Inc	Solar Energy	\$	3,864.53
Brown, Ken	Refund	\$	200.00
Capital Sanitary Supply	Supplies	\$	1,154.15
Cascade Pioneer-Advertiser	Subscription	\$ \$ \$ \$ \$ \$ \$ \$	65.00
	•	ψ	20.00
City of Dubuque - WRRC	Testing	Þ	30.00
Complete Office of Wisconsin	Supplies	\$	435.54
Computer Doctors Inc	Computer Work	\$	7,264.44
Computer Projects of II Inc	Software Renewal	\$	198.00
Concorde General Agency	Insurance Premium	Ť	
		ψ	242.70
Crescent Electric Supply	Supplies	\$\$\$\$\$\$\$	243.79
Demco Educational Corp	Maintenance	\$	758.28
Domeyer, Craig	Umpire Fees	\$	50.00
Doyle, Jade	Umpire Fees	\$	140.00
Dubuque Fire Equipment Inc	Maintenance	¢	471.15
		Φ	400.00
Dudzik, Jim	Umpire Fees		
Dyersville Commercial	Legal Notices/Ads	\$	864.81
Dyersville Industries Inc	Development Agreement	\$	299,394.12
Ems Industrial Inc	Service Call	\$	1,459.29
Ernzen, Glen	Umpire Fees	\$	90.00
Fareway Stores Inc	Program	Φ	184.21
		φ	10 4 .21
Farmers Shipping Assn	Supplies	Þ	56.22
Fire Service Training Bureau	Training	\$	50.00
Fl Krapfl Inc	Labor/Equipment	\$ \$ \$ \$ \$ \$ \$	2,539.63
Fuerste Carew Juergens & Sudmeier PC	Legal Fees	\$	2,447.30
Giant Wash	Uniforms/Mats	\$	233.90
Hansel Cleaning Services LLC	Contract		
		ψ	1,200.00
Hawkins Water Treatment	Supplies	\$ \$ \$ \$ \$ \$	2,635.20
Heritage Printing Co	Program	\$	31.00
Hoopla By Midwest Tape	Programs	\$	751.74
Imon Communications LLC	Fiber Optic Internet	\$	1,005.00
Iowa Dept of Transportation	Grant Application	\$	7,029.97
J & J Lawn Care	Mowing Contract	\$	17,532.87
	•	\$	3,708.00
J & R Supply	Supplies		•
John Deere Financial	Supplies	\$	500.32
Jumbo Visual Projection	Video/Audio	\$	1,050.00
Kanopy Inc	Program	\$	47.00
Kluesner Construction Inc	Asphalt	\$	8,170.00
Library Ideas	Electronic Media	\$ \$ \$ \$ \$ \$	2.50
Macqueen Equipment	Equipment Rent	Φ	15,900.00
• •	• •	ψ	7.40
Maiers, Audrey	Supplies	Þ	7.49
Maiers, Tricia	Reimbursement	\$	333.60
Manchester Press	Subscription	\$	65.00
Mango Languages	Reference	\$	200.00
Maquoketa Valley Electric Coop	Electricity	\$	3,768.70
Medical Associates Clinic	Exam	Ψ 2	95.00
		ψ	53.00
Menke, Terry	Reimbursement	\$\$\$\$\$\$\$\$\$\$\$\$\$	54.33
Microbac Laboratories	Testing	\$	2,790.75
Mm Mechanical	Contract	\$	2,437.37
Mobotrex	Supplies	\$	300.00
Myers-Cox Company	Supplies	\$	2,416.76
Nank, Max	Umpire Fees	\$	50.00
ivalin, Max	ompile i ees	Ψ	30.00

Niche Academy	Reference	\$	525.00
Opengov Inc	Software Renewal	\$	38,866.58
Origin Design Co	Engineer Fees	\$	2,536.50
Overdrive	Electronic Media		326.47
Paul's Country Farm Store	Supplies	\$ \$ \$	452.00
Paul's Pest Control	Pest Control	\$	120.00
Pfeiler Electric	Contracted Service	\$	9,751.38
Physical Therapy Solutions	Development Agreement	\$	14,407.17
Pitney Bowes	Supplies	\$	63.90
Polydyne Inc	Supplies	\$	3,074.04
Premier Carpet Care	Maintenance	\$	2,871.57
Prier Bros Inc	Service/Supplies	\$	13,151.28
Reister, Scott	Program	\$	400.00
Ries, Jeremy or Amy	Umpire Fees	\$	140.00
Scherrman, Ali	Umpire Fees	\$	80.00
Scherrman, Megan	Umpire Fees	\$	100.00
Schroeder, Brent C.	Reimbursement	$\bullet \bullet $	59.00
Scott, Austina	Program	\$	336.00
Spahn & Rose Lumber Co	Supplies	\$	107.36
Stephens, Carole	Programs	\$	450.00
Streicher's	Uniforms	\$	1,625.99
Superior Welding Supply Co	Supplies	\$	135.00
T & W Grinding	Composting	\$	5,065.00
Three Rivers FS Company	Supplies	\$	303.60
TJ Cleaning Services	Cleaning Services	\$	937.50
Tri-State Automatic Sprinkler	Contract	\$	390.00
Trumm, Nick	Umpire Fees	\$	170.00
Trumm, Tony	Umpire Fees	\$	200.00
US Bancorp	Lease	\$	9,410.06
Verizon Wireless	Phone	\$	21.06
Westhoff, Tara	Refund	\$	100.00
White, Angie	Umpire Fees	\$	50.00
Windstream	Phone	\$	128.04
Xtream / Mediacom	Cable Service	\$	10.49
001 - General Fund	\$ 110,972.26		
002 - Library Trust Fund	\$ 5,008.76		
110 Pood Hea Fund	¢ 12.564.06		

001 - General Fund	\$ 110,972.26
002 - Library Trust Fund	\$ 5,008.76
110 - Road Use Fund	\$ 12,564.06
112 - Trust and Agency Fund	\$ 500.00
135 - Dyersville TIF Dist Fund	\$ 313,801.29
301 - Capital Projects Fund	\$ 9,566.47
600 - Water Fund	\$ 31,958.09
610 - Sewer Fund	\$ 38,801.71
670 - Solid Waste Fund	\$ 35,393.62
Grand Total:	\$ 558 566 26

ACTION ITEMS

20. Resolution No. 77-25 setting the Salaries for the Employees of the City of Dyersville

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

21. Resolution No. 78-25 setting the Salary for an Employee for the City of Dyersville

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

22. Resolution No. 80-25 approving an amendment to the Police Chief's employment agreement in the City of Dyersville

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

23. Resolution No. 81-25 approving the Public Works Director/City Engineer's employment agreement in the City of Dyersville

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

24. Resolution No. 82-25 approving the FEMA Building Resilient Infrastructure and Communities (BRIC) Scoping Study for the City of Dyersville

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

25. Resolution No. 83-25 approving the Underwriting Engagement Letter with UMB Bank, N.A. for the proposed issuance of General Obligation Bonds, Series 2025, and authorizing the City Administrator to execute said agreement

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

26. Resolution No. 84-25 setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$3,300,000. Set date of meeting for June 30, 2025.

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

27. Flood Plain Development Application/Permit No. 25-07 Farmer's Shipping Association, 303 3rd St NE

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

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 6:59 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque, Mayor	

	_
Itam	2

ATTEST:	
Tricia L. Maiers, City Clerk / Treasurer	



SPECIAL CITY COUNCIL

Lower Level Council Chambers Friday, June 27, 2025 12:30 PM

MINUTES

CALL TO ORDER - ROLL CALL

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

APPROVAL OF AGENDA

Motion made by Council Member English to approve the June 27, 2025 agenda as presented Seconded by Council Member Singsank.

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

ACTION ITEMS

1. Resolution No. 87-25 supporting the modification and assignment of Sports Tourism Infrastructure Agreement No. 23-STI-001 to Dyersville Events, Inc.

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

ADJOURNMENT

Motion made by Council Member English to adjourn at 12:41 pm Seconded by Council Member Oberbroeckling.

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

	Jeff Jacque, Mayor	
ATTEST:		
Tricia L. Maiers, City Clerk / Treasurer	_	

Item 4.



Applicant

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

DYERSVILLE COMMERCIAL CLUB, INC.

Commercial Club Park

(563) 543-9882

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

225 11th Street Southeast

Dyersville

Dubuque

52040

MAILING ADDRESS

CITY

STATE

ZIP

225 11th Street Southeast

Dyersville

Iowa

52040

Contact Person

NAME

PHONE

EMAIL

Ashley Cosselman

(563) 543-9882

dyersvillecommercialclub@gmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Alcohol

License

5 Day

Pending Dramshop Review

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

July 1, 2025

July 5, 2025

SUB-PERMITS

Special Class C Retail Alcohol License



PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

Individual Owners

INSURANCE COMPANY

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tanya Ostwinkle	Dyersville	Iowa	52040	President	0.00	Yes

POLICY EXPIRATION DATE

DATE

Insurance Company Information

Founders Insurance Company

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
TEMP TRANSFER EXPIRATION

POLICY EFFECTIVE DATE

DATE

Item 5.

Applicant

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

DYERSVILLE COMMERCIAL CLUB, INC.

Dyersville Commercial Club Baseball park

(563) 543-9882

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

225 11th Street Southeast

Excludes Pavilion

Dyersville

Dubuque

52040

MAILING ADDRESS

CITY

STATE

ZIP

225 11th Street Southeast

Dyersville

Iowa

52040

Contact Person

NAME

PHONE

EMAIL

Ashley Cosselman

(563) 543-9882

dyersvillecommercialclub@gmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

BW0100482

Special Class C Retail Alcohol License

8 Month

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

May 6, 2025

Jan 6, 2026

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Nonprofit corporation organized under chapter 504.

Ownership

Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tanya Ostwinkle	Dyersville	Iowa	52040	President	0.00	Yes

Insurance Company Information

INSURANCE COMPANY POLICY EFFECTIVE DATE POLICY EXPIRATION DATE

Founders Insurance Company

DRAM CANCEL DATE OUTDOOR SERVICE EFFECTIVE OUTDOOR SERVICE EXPIRATION

DATE DATE

BOND EFFECTIVE DATE TEMP TRANSFER EFFECTIVE TEMP TRANSFER EXPIRATION

DATE DATE

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,300,000

(GENERAL OBLIGATION)

The City Council of the City of Dyersville, Iowa (the "City"), will meet on June 30, 2025, at the Memorial Building, 340 1st Avenue East, Dyersville, Iowa, at 6 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$3,300,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; and (b) acquiring and installing street lighting, signage and signalization improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$51.84, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan 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

MINUTES TO HOLD HEARING AND ADDITIONAL ACTION ON ENTERING INTO LOAN AGREEMENT

419893-82

Dyersville, Iowa

June 30, 2025
The City Council of the City of Dyersville, Iowa, met on June 30, 2025, at o'clock, Dyersville, Iowa.
The meeting was called to order by the Mayor, and the roll was called showing the following members of the City Council present and absent:
Present:
Absent:
This being the time and place specified for taking action on the proposal to enter into a General Obligation Corporate Purpose Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$3,300,000, 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 being none, the Mayor closed the public hearing.
After due consideration and discussion, Council Member
resolution, and the roll being called, the following Council Members voted:
Ayes:
Nays:
Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

. . . .

At the conclusion of the meeting, and upon r	motion and vote, the City Council adjourned.
Attest:	Mayor
City Clerk	-

RESOLUTION NO. 88-25

Resolution taking additional action on proposal to enter into a General Obligation Corporate Purpose Loan Agreement

WHEREAS, the City of Dyersville (the "City"), in Delaware and Dubuque Counties, State of Iowa, hereto proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$3,300,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; and (b) acquiring and installing street lighting, signage and signalization improvements, and has published notice of the proposed action and has held a hearing thereon on June 30, 2025;

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

- Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the general obligation bonds or notes be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" contemplated under Section 384.25 of the Code of Iowa.
- Section 2. Further action with respect to the Loan Agreement is hereby adjourned to the City Council meeting scheduled for July 21, 2025.
- Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 30, 2025.

	Jeff Jacque, Mayor	
Attest:		

ATTESTATION CERTIFICATE

STATE OF IOWA
DELAWARE AND DUBUQUE COUNTIES SS:
CITY OF DYERSVILLE

I, the undersigned, City Clerk of the City of Dyersville, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to a public hearing and additional action on the proposal to enter into a certain Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this	day of	, 2025.
	Tricia L. Maie	ers, City Clerk

RESOLUTION NO. 85-25

Approving Contract Amendment between City of Dyersville, and Ecocene Environmental Group, Inc. for Professional Services Project Scoping Study, Building Resilient Infrastructure and Community Program

WHEREAS, the City of Dyersville previously entered into an agreement with Impact7G, Inc. (now succeeded by Ecocene Environmental Group, Inc.) on April 17, 2023, for professional services related to the Project Scoping Study under the Building Resilient Infrastructure and Communities (BRIC) grant program; and,

WHEREAS, the parties have negotiated and agreed upon Contract Amendment to incorporate additional provisions required under federal regulations and to clarify terms related to termination, recordkeeping, reporting, and access to records; and,

WHEREAS, the City Council has reviewed and considered the terms of Contract Amendment; and,

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

Section 1. Contract Amendment between the City of Dyersville and Ecocene Environmental Group, Inc. is hereby approved. The City Administrator and City Clerk are hereby authorized and directed to execute and deliver said amendment on behalf of the City, in substantially the form and content presented to this City Council. Said officers are further authorized to make such changes, modifications, additions, or deletions as they, with the advice of legal counsel, may deem necessary and to take such actions as may be required to carry out the amendment's provisions.

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

Passed and approved this 30th day of June, 2025.

	Jeff Jacque, Mayor	
Attest:		
Tricia L. Maiers, City Clerk		

Contract Amendment

The contract between the City of Dyersville (Client) and Eocene Environmental Group, Inc., successor to Impact7G, Inc. (Contractor), signed on April 17, 2023 for services related to Client's project scoping study, funded under the Building Resilient Infrastructure and Communities grant program, is hereby amended to include the following provisions:

- 1. The parties to this contract shall abide by all clauses included in Appendix II to 2 CFR Part 200.
- 2. Any changes to the contract must be made in writing.
- 3. Termination. This agreement may be terminated for cause or convenience by either party upon 7 days prior written notice. In the event of termination, the Contractor shall be compensated by Client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow the Contractor to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.
- 4. Maintenance/retention of records. All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.
- 5. Reporting requirements.
 - a. The Contractor/Subcontractor shall provide Client with information required for quarterly programmatic and financial reports, in such form and according to such schedule, as may be required by Client.
 - b. The Contractor/Subcontractor shall report to the client any suspected or reported violation of federal laws or regulations that occurs in the course of carrying out the work detailed in this contract.
- 6. Access to Records. The following access-to-records requirements apply to this Agreement:
 - a. Contractor agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Mick J. Michel, City Administrator	Judy Joyce, Ecocene Environmental Group, Inc.
Tricia I. Maiers City Clerk	



Professional Services Agreement

Project:	Green Infrastructure Flood Mitigation Project Scoping		
Property:	The City of Dyersville, Bear Creek, Hewett Creek, and the North Fork Maquoketa River and associated floodplains.	Date:	4/13/2023

Client:	City of Dyersville
Contact:	Mick Michel, City Administrator
Address:	340 1st Avenue East
City/State/Zip:	Dyersville, IA 52040
Phone:	569-875-7724
Email:	mmichel@cityofdyersville.com

AGREEMENT made this April 13, 2023, by and between the service provider, Impact7G, Inc. ("Impact7G") and Client Name. ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: provide environmental and engineering services.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Project

Impact7G agrees to provide professional services for the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) program to complete a <u>Project Scoping</u> Study.

2. Scope of Services

Impact7G shall provide engineering (including preliminary field assessment, planning and design), benefit cost analysis, environmental review, community outreach and a preliminary estimate of water quality benefits for the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) program to complete a <u>Project Scoping Study</u>. The study shall identify and evaluate the feasibility of green infrastructure measures that would result in a reduction of flood risk with the goal of positioning the City to apply for additional funding for final design and construction. The study shall evaluate Bear Creek, Hewett Creek, and the North Fork Maquoketa River of general flood risks and develop a long-term strategy on how to mitigate flooding and manage development. The scope of work includes:

1. Engineering Assessment Report

Conceptual hydraulic study of the City of Dyersville for the purpose of identifying best management practices to mitigate future flooding in the City.

- A. Develop a HEC-RAS model of Bear Creek, Hewett Creek, and the North Fork Maquoketa River and associated floodplains. The following steps shall be used to create the model:
 - a. The effective FEMA model shall be acquired from the FEMA project library and reviewed to determine if the data is appropriate for the level of modeling required for this study. If the FEMA model is relevant to this study, it shall serve as the base model to calibrate existing conditions.
 - b. An Existing Conditions model shall be developed based on the effective FEMA model, topographic survey, and other available data. This model shall be calibrated based off of the effective FEMA model and used as the base model for comparing proposed scenarios.
 - c. A Proposed Conditions model shall be developed to assess multiple scenarios for addressing flooding within the City. This may include, but is not limited to, floodplain excavation, stream restoration, bridge replacement, establishment of oxbow basins, and other practices. All scenarios shall be reviewed to determine if potential projects shall meet the criteria for a No Rise certification as shall be required when developing in the floodway.
 - d. The hydraulic model shall include sediment modeling for existing and proposed conditions. This shall include an assessment of existing issues with sediment transport in the study area and discussion of possible remediation steps.
- B. Surveying: Provide topographic survey at bridge crossings in town and establish base elevations for properties and critical infrastructure. Survey scope may also include topographic or strategic locations.
- C. Conduct a preliminary field assessment including a
 - a. Stream Assessment using the Iowa River Restoration Toolbox of selected reaches of Hewitt Creek, Bear Creek and North Fork of the Maquoketa River.
 - b. A soil analysis at selected locations. This shall include detailed soil descriptions using standard Natural Resources Conservation Service (NRCS) terminology. Particular attention was given to soil texture and structure (class/grade) as these correlates to permeability and bank stability while soil color indicates the presence or absences of a high-water table.
- D. Develop a conceptual plan showing locations of green infrastructure which shall reduce peak velocities and stream bank erosion, reduce peak flood stages, protect bridge abutments, bridges road crossings and other critical infrastructure, protect valuable land and property, increase or improve water supply and capacity, restore ecological habitats for plants, aquatic species like fish and other wildlife and restore or improve water quality.
- E. Utilizing FEMA toolbox to conduct a Benefit Cost Analysis (BCA) for implementing the proposed green infrastructure practices.

2. Environmental Review Conduct

- A. An assessment to determine environmental and historic preservation requirements. This includes a wetlands assessment, a mapping of existing habitat for potential threatened and endangered species,
- B. Phase 1A Archeological Survey
- 3. <u>Public Outreach</u> Hold two (2) input sessions public meetings which include survey, website, prepare boards and presentation to the public community. Public outreach shall include input from landowners, businesses, schools, city officials, and other members of the community. Results shall be included in the Project Scoping Study.
- 4. Preliminary Estimate of Water Quality Benefit To quantify the reduction of nitrates following a design plan of restoring wetlands to the watershed(s), the Agricultural Conservation Planning Framework Financial and Nutrient Reduction tool will be used (ACPF FiNRT). The FiNRT tool incorporates a SSURGO soils layer, flow paths from a hydrologically conditioned DEM (Digital Elevation Model), field-level land use and fertilizer application rates, and the frequently updated data of average nutrient reduction rates for specific green infrastructure. A review of current lowa-specific literature on the nutrient reduction potential of other green infrastructure practices implemented in this project will also be completed.

Deliverables: Project Scoping Study including:

- 1. Engineering Assessment Report (including BCA)
- 2. Environmental Review
- 3. Community Outreach Website and Summary
- 4. Preliminary Estimate of Water Quality Benefit Map and Summary
- 3. <u>Impact7G Responsibilities</u> Impact7G hereby agrees to:
 - (i) Provide the professional services as set forth in this Agreement; and
 - (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.
- 4. <u>Client Responsibilities</u> Client hereby agrees to:
 - (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work:
 - (ii) Provide unrestricted access to the Property for Impact7G to perform the services; and
 - (iii) Provide copies of any previously completed reports that may be pertinent to this Project.

5. Schedule

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. A tentative schedule is as follows:

July 1, 2023

Task Due Date Notice to Proceed May 1, 2023

Kick Off Meeting Week of May 15th, 2023 Launch Website June 15, 2023

Launch Website
Environmental Review
Surveying

SurveyingJuly 1, 2023Public Input Meeting #1June 2023Preliminary Field AssessmentAugust 1, 2023

Conceptual Plan September 1, 2023
Public Input Meeting #2 September 1, 2023
HEC-RAS Model October 1, 2023
Water Quality Benefit Model October 1, 2023

Benefit Cost Analysis
Public Input Meeting #2
Grant Application (BRIC)
Pinal Engineering Assessment Report
November 1, 2023
December 20, 2023
December 31, 2023

6. Project Cost, Payment and Termination

The Client shall pay Impact76 the LUMP SUM cost of Two Hundred, Fifty Thousand and Zero Dollars (\$250,000) for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs. Additional services, agreed upon in writing prior to notice to proceed, will be invoiced based on actual time and materials.

Invoices for Impact7G's services will be submitted monthly. Invoices for Lump Sum services will be based on percent work completed to date. Invoices for Time and materials will be invoices based on actual time and materials completed during that monthly billing cycle. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

7. <u>Work Product</u> All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service shall remain the property of Impact7G.

All project documents including, but not limited to, plans and specifications furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

- 8. <u>Project Site</u> The Client agrees that it shall be solely responsible for job site safety and warrants that this intent shall be made evident in the Client's agreements with any third parties. The Client also agrees that Impact7G and Impact7G's consultants shall be indemnified and shall be made additional insureds on the Client's general liability policies on a primary and non-contributory basis.
- 9. <u>Claims and Disputes</u> Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

- 10. <u>Limited Liability</u> The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 11. <u>Mediation</u> In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- 12. <u>Attorney's Fees</u> If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney

fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

- 13. <u>Controlling Law</u> This Agreement shall be construed and enforced in accordance with the laws of the state of lowa.
- 14. <u>Assignment</u> Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of Dyersville	Impact7G, Inc.	
Accepted by:	Project Manager:	Quolith E. Goyce
Printed/ Typed Name:	Printed/ Typed Name:	Judith E. Joyce, Principal
Title:	Date:	4/13/2023
Date:		

RESOLUTION NO. 86-25

APPROVING AMENDMENT 2 OF THE GRANT AGREEMENT BETWEEN DUBUQUE COUNTY, THE CITY OF DYERSVILLE, AND THIS IS IOWA BALLPARK, INC.

WHEREAS, in March 2021, the federal government established the American Rescue Plan Act of 2021 (ARPA), which included the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic effects; and,

WHEREAS, the Dubuque County Board of Supervisors allocated funding by Resolution 22-163 dated May 9, 2022, in the amount of \$5,000,000 for the Field of Dreams project known as This is Iowa's Ballpark; and,

WHEREAS, the City of Dyersville approved a grant agreement by Resolution 110-22 dated December 19, 2022; and,

WHEREAS, the City of Dyersville has approved an extension to the sub-award performance period in the Grant Agreement through an amendment to effectively complete their projects by Resolution 61-24 dated October 21, 2024; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dyersville approves Amendment 2 of the Grant Agreement between Dubuque County, the City of Dyersville, and This is Iowa Ballpark, Inc., and the City Council authorizes the City Administrator to execute and deliver the Agreement on behalf of the City.

Passed and Approved 30 th day of June, 2025.	
	Jeff Jacque, Mayor
Attest:	
Tricia I. Maiers City Clerk	



CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS SUBRECIPIENT AGREEMENT DUBUQUE COUNTY

AND

CITY OF DYERSVILLE AND THIS IS IOWA'S BALLPARK, INC.

AGREEMENT AMENDMENT

Agency: City of Dyersville and This Is Iowa's Ballpark, Inc.

Project Name: This is Iowa's Ballpark
Project ID: 31-23-ARPA-Ballpark

Award: \$5,000,000

Original Approval: December 12, 2022

Amendment #: 2

This Subrecipient Agreement is amended to revise:

EXHIBIT B

Budget

SUBAWARD BUDGET:

Sources of Funds	Amount	Uses of Funds	Amount
Dubuque County Funding	\$5,000,000	Site Preparation and Infrastructure	\$1,172,678.58
		Architectural/Engineering	\$3,827,321.42
TOTAL:	\$5,000,000	Design TOTAL:	\$5,000,000

All other conditions and terms of the contract remain in effect. The Agency specifies no additional changes have been made to the Agreement dated 12/12/2022. The parties hereto have executed this agreement amendment on the date specified below.

DUBUQUE COUNTY	CITY OF DYERSVILLE		
Harley V. Pothoff, Chair	Authorized Signer Name:		
Dubuque County Board of Supervisors	Title:		
DATE:	THIS IS IOWA'S BALLPARK, INC.		
WITNESS			
	Authorized Signer Name:		
	Title:		
Keith Lucy, Dubuque County Auditor			

RESOLUTION NO. 110-22

Approving Grant Agreement between
Dubuque County
and
City of Dyersville and This is Iowa Ballpark, Inc.

WHEREAS, a grant agreement between the City, This is Iowa Ballpark, Inc., non-profit organization, and Dubuque County has been prepared; and,

WHEREAS, this City Council has reviewed and considered the Grant Agreement; and,

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

Section 1. The grant agreement is hereby approved and the City Administrator is hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advise of legal counsel and Mayor, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

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

Passed and Approved December 19, 2022.

Jeff Jacque Maxor

Attest:

Tricia L. Maiers, City Clerk



CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS – DUBUQUE COUNTY

SUBRECIPIENT AGREEMENT

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

Subrecipient Name (must match the name associated with its unique entity identifier):		Unique Entity Identifier:		Dubuque County Subaward Number:	
,		KLB5JGHB7ME5		31-23-ARPA-Ballpark	
340 1 st Ave. E Dyersville, IA 52040-1203					
Subrecipient Name (must match the with its unique entity identifier): This Is Iowa Ballpark, Inc. 340 1st Ave. E Dyersville, IA 52040-1203	ne name associated	Unique Entity V8FADLHF33		Project Title: This is lowa's Ballpark	
Federal Award Identification Number (FAIN):	Federal Award Date:	Subaward Per Performance:		Subaward Budget Period:	
SLFRP0515	May 18, 2021	Start Date: 12/12/2022 End Date: 12/31/2024		Start Date: 12/12/2022 End Date: 12/31/2024	
Amount of Federal Funds Obligated to the Subrecipient by this action:				nt of the Federal Award to the agency:	
\$5,000,000	\$5,000,000 \$5,000,000				
Federal Award Project Description Coronavirus State and Local Fisc		– Dubuque Co	unty		
Federal Awarding Agency: U.S. Department of the Treasury	Dubuque County Stella Rund 720 Central Ave. Dubuque C		Stella Runde Dubuque Co	unty Contact Information: Dunty Budget Director @dubuquecountyiowa.gov	
Assistance Listing CFDA Number and under each Federal award and the C 21.027 – Coronavirus State and L	FDA number at time of	of disbursement	identify the dol)	lar amount made available	
Is the Subaward for R&D	Indirect Cost Rate for the Federal Award N/A		Award Payment Method (lump sum payment or reimbursement):		
				Reimbursement	

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Dubuque County (County) will provide Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Grant funding (Subaward) to City of Dyersville and This Is Iowa Ballpark, Inc. (Subrecipients) for This is Iowa's Ballpark project.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipients' performance under this Agreement is subject to the applicable requirements published in 2 C.F.R. 200 - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* (Uniform Guidance)

2. Term of Agreement

This Agreement shall be effective upon full execution by the Parties (Effective Date) and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) December 31, 2024.

3. Use of Funds

The Subrecipients shall use the Subaward solely for the project as described in Exhibit A to this agreement. The Subrecipients shall perform in a satisfactory manner, as determined by the County. The use of funds will be in accordance with the application made to the County; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 (Final Rule); and all federal regulations and guidance issued by the U.S. Department of the Treasury under the SLFRF program.

The County agrees to provide up to \$5,000,000 from the County's Subaward as described in the budget detailed under Exhibit B. The County shall pay the Grant Funds to the Subrecipients under a reimbursement of expenditures method. Changes from the approved budget detailed in Exhibit B must be requested by the Subrecipients in writing. Such requests must be made in advance of expenditure.

All funds are to be exhausted by December 31, 2024, unless mutually agreed upon in writing prior to the end date by both the County and Subrecipients.

4. Reporting and Invoicing

The Subrecipients shall submit Quarterly reports to account for performance and expenditure of funds to the County. Due dates for the quarterly reports are available in Exhibit A.

Invoices and reports shall be submitted to: Stella.Runde@dubuquecountyiowa.gov.

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipients shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipients and all subcontractors in completing the work described in EXHIBIT A & B and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipients, as needed, to meet any additional guidelines regarding the use of federal funds that may be established by the awarding agency during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipients, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Monitoring

Subrecipients shall permit the County to monitor the Subrecipients, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipients take timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipients from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipients from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipients shall monitor their performance under this Agreement, as well as that of its lower level subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. Maintenance of and Access to Records

The Subrecipients shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the Federal Awarding Agency for a period of 5 years beyond the end date of the Agreement or December 31, 2032, whichever is later. If it is determined during the course of the audit that the Subrecipients were reimbursed for unallowable costs under this Agreement or any, the Subrecipients agree to promptly reimburse the County for such payments upon request. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been fully resolved.

7. Pre-award Costs

Pre-award costs, as defined in 2 CFR 200.458, may not be paid with funding from this award.

8. Closeout

The close-out report is due ninety (90) days after termination of this Agreement or ninety (90) days

after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipients have control over federal funds. The County will close-out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

9. Events of Default

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- A material failure of the Subrecipients to make substantial and timely progress toward performance of the Agreement;
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement;
- d. Any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information;
- e. Engaging in conduct that has or may expose the other Party to liability.

10. Notice of Default

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipients shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outlined in paragraph 10, either concurrently or consecutively.

11. Remedies

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
 - Request additional information from Subrecipients to determine the reasons for the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - iii. Advise the Subrecipients to suspend, discontinue or refrain from incurring cost for any activity in question.

- b. Temporarily withhold cash payment pending correction of the deficiencies
- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipients refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipients are given at least thirty (30) days prior written notice of the termination.

12. Termination

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipients to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipients with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

13. Procurement

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

The Subrecipients agree to incorporate provisions of this Agreement into subsequent contracts and agreements to as outlined in EXHIBIT C.

14. Conflicts of Interest

Subrecipients understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to the U.S. Treasury or the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.112.

Subrecipients agree that they have no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

15. Modification

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated, except in writing with the consent of

both parties.

16. Counterparts

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

17. Notices

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notifies at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will relay the mailing and email addresses of the Subrecipients as set forth heretofore, as modified from time to time.

18. Defense and Indemnification

Subrecipients agree to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipients, its officers, directors, employees, and/or agents relating to the Subrecipients' performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

19. Severability

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

20. Status of Subrecipient

Nothing in this contract constitutes an employment relationship between the Subrecipients' staff and the County. Subrecipients' staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipients' staff from working with others during the length of this Agreement.

Subrecipients shall determine the method, details, and means of performing the work and services to be provided by Subrecipients under this Agreement. Subrecipients shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipients in fulfillment of this Agreement. Subrecipients have control over the manner and means of performing the services under this Agreement. Subrecipients are permitted to provide services to others during the same period service is provided to County under this Agreement.

21. Assignment

Subrecipients agree that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipients either whole or in part without the prior written consent of the County.

22. Entire Agreement

This agreement constitutes the entire agreement between the parties and shall be binding upon true successors and assignees of the parties to this agreement.

23. Compliance with Applicable Laws and Regulations.

The Subrecipients declare that to their best knowledge, they have complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipients and their employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to the following:

- a. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- d. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- f. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- g. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655) and implementing regulations;
- i. Generally applicable federal environmental laws and regulations.
- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the

- grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

24. Publications.

Subrecipients agree that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0515 awarded to Dubuque County by the U.S Department of the Treasury."

25. Protections for Whistleblowers.

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

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

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;

- f. A court of grand jury; and/or
- g. A management official or other employee of Dubuque County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

26. Seat Belt Use.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipients should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

27. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Subrecipients should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

28. Certification Regarding Government-Wide Restrictions on Lobbying.

The Subrecipients certify, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipients shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

29. Eligibility.

Subrecipients certify that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at https://www.sam.gov/.

30. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to

review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEROF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this 12th	day of _December	, 2022.
BOARD OF SUPERVISORS DUBUQUE COUNTY, IOWA		
By: Harley V. Pothoff Harley V. Pothoff (Dec 12, 2022 15:32 cs Board Chair	it)	
Dec 12, 2022		
Date		
SUBRECIPIENT: City of Tye	rsville	
Authorized Signature		
MICKJ. MI Print Name/Title	CHEL CITY AD	MINISTRATOR
DECEMBER Date	219,2022	
SUBRECIPIENT: This Is Iowa	a Ballpark, Inc.	
Ву:		
Authorized Signature		
Print Name/Title		
Date		

review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEROF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this	12th	_ day of _C	December		, 2022.
BOARD OF	SUPERVISORS				
DUBUQUE	COUNTY, IOWA	1			
By: Harley V. F	ey V. Pothoff Oothoff (Dec 12, 2022 15:32 C	ST)			
Board	Chair				
Dec	12, 2022				
Date					
SUBRECIPIE By:	NT: City of the	rsville	he	7	
Authoriz	zed Signature				
Print Na	CKJ. MI	44 FL	City+	APMINI	STRATOR
Date	CEMBER	-19,	2022		
UBRECIPIE	NT: This Is Iowa	Ballpark, I	nc.		
y: Km	Mais Som	2			
Authorize	ed Signature				
Danie	1 P. Evans	, Pres	ident		
Print Nam	ie/Title				
December	ocr 20, 200	22.			

EXHIBIT A Statement of Work

Subrecipients: City of Dyersville and This Is Iowa's Ballpark, Inc.

Project Name: This is Iowa's Ballpark **Subaward Number:** 31-23-ARPA-Ballpark

Award Amount: \$5,000,000 Award Date: December 12, 2022

Project Description:

The This is Iowa's Ballpark project will transform the site of the 2021 Major League Baseball game between the Yankees and White Sox into a permanent world-class stadium. The stadium will include 3,000 permanent seats, with availability to add an additional 8,000 seats for big league and other major events. The stadium will allow for national broadcasting of events, food, beverage and restroom facilities, private commissioner's office, corporate suites, and locker rooms.

The program will operate and follow the attached budget (EXHIBIT B) as approved and will report to Dubuque County on a quarterly basis.

Quarterly Reporting Timelines for Grant Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2023	1	January 1 - March 31	April 15, 2023
2023	2	April 1 - June 30	July 15, 2023
2023	3	July 1 - September 30	October 15, 2023
2023	4	October 1 - December 31	January 15, 2024
2024	1	January 1 - March 31	April 15, 2024
2024	2	April 1 - June 30	July 15, 2024
2024	3	July 1 - September 30	October 15, 2024
2024	4	October 1 - December 31	January 15, 2025
2025	1	January 1 - March 31	April 15, 2025
2025	2	April 1 - June 30	July 15, 2025
2025	3	July 1 - September 30	October 15, 2025
2025	4	October 1 - December 31	January 15, 2026
2026	1	January 1 - March 31	April 15, 2026
2026	2	April 1 - June 30	July 15, 2026
2026	3	July 1 - September 30	October 15, 2026
2026	4	October 1 - December 31	January 15, 2027

EXHIBIT B Budget

SUBAWARD BUDGET:

Sources of Funds	Amount	Uses of Funds	Amount	
Dubuque County Funding	\$5,000,000	Site Preparation and Infrastructure	\$1,000,000	
		Architectural/Engineering Design	\$4,000,000	
TOTAL:	\$5,000,000	TOTAL:	\$5,000,000	

TOTAL BUDGET:

Sources of Funds	Amount	Uses of Funds	Amount
Destination Iowa Grant	\$12,500,000	Site Preparation and Infrastructure	\$11,808,328
Dubuque County Funding	\$5,000,000	Construction	\$33,118,307
City of Dubuque Funding	\$1,000,000	Public Art & Landscaping	\$160,309
Private Fundraising (Assignment of TIF)	\$13,000,000	Architectural/Engineering Design	\$4,000,000
Private Fundraising (Travel Dubuque/City of Dubuque)	\$1,500,000	Soft Costs	\$165,000
Grants	\$2,510,000	Other, Contingency	\$748,056
American Rescue Plan funds	\$8,757,527		**************************************
Unidentified Funds	\$5,732,473		
TOTAL:	\$50,000,000	TOTAL:	\$50,000,000

EXHIBIT C Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Dubuque County by the U.S. Department of the Treasury under the Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act.

1. Compliance with Applicable Laws and Regulations.

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. US Department of the Treasury guidance, including but not limited to, US Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule, Overview of the Final Rule, and Final Rule FAQs.
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C 4601-4655) and implementing regulations;
- j. Generally applicable federal environmental laws and regulations;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Publications.

Recipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0515 awarded to Dubuque County by the U.S. Department of the Treasury."

3. Protections for Whistleblowers.

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

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

- h. A member of Congress or a representative of a committee of Congress;
- i. An Inspector General;
- The Government Accountability Office;
- k. A Treasury employee responsible for contract or grant oversight or management;

- I. An authorized official of the Department of Justice or other law enforcement agency;
- m. A court of grand jury; and/or
- n. A management official or other employee of Dubuque County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

4. Certification Regarding Government-Wide Restrictions on Lobbying.

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.