

## **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 5, 2023
- 3. Receive & File Minutes** Planning & Zoning Meeting - June 12, 2023
- 4. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - May 9, 2023
- 5. Class E Retail Alcohol License** Hartig Drug Co. #6
- 6. Class C Retail Alcohol License** Field of Dreams Movie Site (Amendment-include The Dugout)
- 7. Special Class C Retail Alcohol License** Dyersville Commercial Club Park (5 Day, June 30 - July 4, 2023)
- 8. Special Class C Retail Alcohol License** Dyersville Commercial Club Park (Premise Transfer)
- 9. Approve Cigarette/Tobacco Permits** Casey's General Store, Randy's Neighborhood Market, Fareway Stores, Inc., Hartig Drug, Sundstop, Quik-n-Handi, Dollar General, Hy-Vee Dollar Fresh Market
- 10. Fireworks Permit** Dyersville Commercial Club Park - July 3, 2023
- 11. Blasting Permit** Bennett Explosives Inc. - July 2023
- 12. Resolution No. 43-23** approving Plat of Survey of Hermsen Addition #2, in the City of Dyersville, Iowa
- 13. Resolution No. 44-23** approving Final Plat of 20 West Industrial Center, Seventh Addition in the City of Dyersville, Delaware County, Iowa.

- 14. Resolution No. 45-23** setting the Salary for the Dyersville Family Aquatic Center Summer Employee of the City of Dyersville for 2023
- 15. Resolution No. 46-23** setting the Salaries for the Employees of the City of Dyersville
- 16. Request** from Dyersville Area Chamber of Commerce to close 2nd St. SW by St. Francis Xavier School (between 2nd & 3rd Ave SW) for Downtown Summer Nights on July 14, 2023.
- 17. Authorize Mayor to Sign** Change Order No. 1 - Dyersville East Road Utility Extension 2022 - Contract C Water Pumping Station - F. L. Krapfl, Inc. - \$644.00
- 18. Authorize Mayor to Sign** Contract Payment No. 3 to F.L. Krapfl, Inc. in the amount of \$36,037.68 for Dyersville East Road Utility Extension 2022 - Contract C Water Pumping Station
- 19. Authorize Mayor to Sign** Change Order No. 5 - Dyersville East Road Utility Extension 2022 - Contract D Lift Station and Linear Sewer Onsite - Portzen Construction, Inc. - \$683.43
- 20. Authorize Mayor to Sign** Contract Payment No. 9 to Portzen Construction, Inc. in the amount of \$136,860.33 for Dyersville East Road Utility Extension 2022 - Contract D Lift Station and Linear Sewer Onsite
- 21. Authorize Mayor to Sign** Contract Payment No. 4 to Top Grade Excavating, Inc. in the amount of \$157,548.98 for Dyersville East Road Utility Extension 2022 - Contract E Water and Sewer
- 22. Authorize Mayor to Sign** Contract Payment No. 5 to Top Grade Excavating, Inc. in the amount of \$33,251.90 for Dyersville East Road Utility Extension 2022 - Contract B Water Main
- 23. Authorize City Administrator to Sign** Change Order No. 2 - PCC Sidewalk/Trail (Heritage Trail) - Tschiggfrie Excavating Company - \$3,247.20
- 24. Receive & File** City Administrator Deferral Compensation Calculation
- 25. Receive & File** July 4th Garbage / Recycling Service Change
- 26. Receive & File** Staff Report - Library - June 2023
- 27. Receive & File** Staff Report - Police - June 2023
- 28. Receive & File** Staff Report - Parks & Recreation - June 2023
- 29. Receive & File** Staff Report - Public Works - June 2023
- 30. Receive & File** Staff Report - City Administrator - June 2023
- 31. Miscellaneous Correspondence** Request from the City Clerk to change time of the regularly scheduled Council Meeting on Monday, July 3, 2023 from 6:00 pm to Noon

## **ACTION ITEMS**

- 32. 6:00 P.M. Public Hearing** on Plans, Specifications, Form of Contract, and Estimated Cost - City of Dyersville, Iowa - Bridge Deck Overlay - 1st Avenue over Bear Creek 2023.
- 33. Resolution No. 48-23** finally approving and confirming plans, specifications, form of contract, and estimate of cost for the Bridge Deck Overlay-1st Avenue over Bear Creek 2023 Project

**34.** Resolution No. 47-23 setting the Salary for an Employee for the City of Dyersville

**35.** Discussion and Possible Action on temporary business yard signs within parks and parkways for special events

## **COUNCIL COMMENTS**

## **ADJOURNMENT**



Dyersville, IA

## Expense Approval Register

Item 1.

Packet: APPKT01383 - 06.19.23 Bills List - AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
<b>Fund: 001 - GENERAL FUND</b>					
<b>Department: 110 - POLICE</b>					
SPAHN & ROSE LUMBER CO	7213165	Furring Strip	001-5-110-1-62300	MEETINGS/TRAINING	80.00
PITNEY BOWES	3317510941	Postage Machine Lease	001-5-110-1-65060	OFFICE SUPPLIES	15.93
ACCESS SYSTEMS	34208607	Copy Machine Lease	001-5-110-1-65060	OFFICE SUPPLIES	23.50
JOHN DEERE FINANCIAL	5534011	Batteries	001-5-110-1-65060	OFFICE SUPPLIES	6.99
JOHN DEERE FINANCIAL	5529086	Cleaner Solvent	001-5-110-1-65407	DEPARTMENT SUPPLIES	11.98
<b>Department 110 - POLICE Total:</b>					<b>138.40</b>
<b>Department: 150 - FIRE</b>					
ELECTRICAL ENGINEERING & ...	7538960-00	Maintenance - Generator	001-5-150-1-63180	BUILDINGS/GROUNDS MAIN...	275.00
MARION BODY WORKS	138427	Vehicle Maintenance	001-5-150-1-63320	VEHICLE REPAIRS	125.45
DYERSVILLE RED JACKETS	06.15.2023	Fire Prevention Supplies	001-5-150-1-65407	DEPARTMENT SUPPLIES	554.70
SANDRY FIRE SUPPLY LLC	INV-028386	Department Supplies	001-5-150-1-65407	DEPARTMENT SUPPLIES	713.00
AUBREY SIGN CO.	INV-26289	Reflective Decals	001-5-150-1-67270	NEW EQUIPMENT	120.15
<b>Department 150 - FIRE Total:</b>					<b>1,788.30</b>
<b>Department: 180 - MISC. COMMUNITY PROTECTION</b>					
MIDWEST PATCH / HI VIZ SA...	2762	Street Sign	001-5-180-1-65100	TRAFFIC SIGNS	60.00
<b>Department 180 - MISC. COMMUNITY PROTECTION Total:</b>					<b>60.00</b>
<b>Department: 210 - TRANSPORTATION</b>					
GIANT WASH	2830	Vorwald Uniforms	001-5-210-2-61806	VORWALD TJ UNIFORMS	6.90
GIANT WASH	3197	Vorwald Uniforms	001-5-210-2-61806	VORWALD TJ UNIFORMS	2.08
GIANT WASH	3203	Vorwald Uniforms	001-5-210-2-61806	VORWALD TJ UNIFORMS	4.98
JOHN DEERE FINANCIAL	5523654	Boots	001-5-210-2-61806	VORWALD TJ UNIFORMS	220.99
GIANT WASH	2830	Maahs Uniforms	001-5-210-2-61807	MAAHS UNIFORMS	10.11
GIANT WASH	3197	Maahs Uniforms	001-5-210-2-61807	MAAHS UNIFORMS	2.08
GIANT WASH	3203	Maahs Uniforms	001-5-210-2-61807	MAAHS UNIFORMS	4.98
JOHN DEERE FINANCIAL	P18407	Filters/Carb Cleaner	001-5-210-2-63320	VEHICLE REPAIRS	63.51
LANDMARK TURF SERVICES	642	Weed Spraying	001-5-210-2-64322	CONTRACTED SERVICES	1,956.00
CARQUEST AUTO PARTS	4986-413786	Carbide Bits	001-5-210-2-65407	DEPARTMENT SUPPLIES	148.42
JOHN DEERE FINANCIAL	5517764	Grinder/Stone Kit/Organizer/...	001-5-210-2-65407	DEPARTMENT SUPPLIES	97.65
JOHN DEERE FINANCIAL	5528638	Caution Tape - Downtown Fr...	001-5-210-2-65407	DEPARTMENT SUPPLIES	24.99
JOHN DEERE FINANCIAL	5529436	Rope - Downtown Friday Nig...	001-5-210-2-65407	DEPARTMENT SUPPLIES	37.96
EASTERN IOWA ASPHALT MA...	9184	Tar Street Cracks	001-5-210-2-67621	STREET REHABILITATION	1,910.00
<b>Department 210 - TRANSPORTATION Total:</b>					<b>4,490.65</b>
<b>Department: 410 - LIBRARY</b>					
GIANT WASH	2830	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	9.27
GIANT WASH	3197	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	6.91
GIANT WASH	3203	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	8.91
MM MECHANICAL	i1496	Toilet Repair	001-5-410-4-63750	MAINTENANCE	502.84
MM MECHANICAL	i1609	Spring Maintenance	001-5-410-4-63750	MAINTENANCE	285.05
ACCESS SYSTEMS	34070562	Copier Contract	001-5-410-4-64316	CONTRACTS	312.70
HANSEL CLEANING SERVICES ...	06.09.23	Cleaning wk of 6/5 to 6/9	001-5-410-4-64322	CONTRACTED SERVICES	200.00
HANSEL CLEANING SERVICES ...	06.16.23	Cleaning wk of 6/12 to 6/16	001-5-410-4-64322	CONTRACTED SERVICES	200.00
BOECKENSTEDT, ANN	05.31.2023	Program Supplies	001-5-410-4-65060	OFFICE SUPPLIES	4.04
BOOK SYSTEMS INC	133634	Book Supplies	001-5-410-4-65060	OFFICE SUPPLIES	52.95
BAKER & TAYLOR BOOKS	2037497463	CD Processing	001-5-410-4-65060	OFFICE SUPPLIES	4.99
BAKER & TAYLOR BOOKS	2037505954	CD Processing	001-5-410-4-65060	OFFICE SUPPLIES	4.99
BAKER & TAYLOR BOOKS	2037535325	CD Processing	001-5-410-4-65060	OFFICE SUPPLIES	9.98
BLACKSTONE PUBLISHING	2102460	CD Processing	001-5-410-4-65060	OFFICE SUPPLIES	2.95
COLIBRI SYSTEMS NORTH A...	2762	Supplies - Book Covers	001-5-410-4-65060	OFFICE SUPPLIES	602.31
PITNEY BOWES	3317510941	Postage Machine Lease	001-5-410-4-65060	OFFICE SUPPLIES	31.86
COMPLETE OFFICE OF WISC...	472332	Supplies - Building	001-5-410-4-65060	OFFICE SUPPLIES	245.30
DEMCO EDUCATIONAL CORP	7306714	Supplies - Book Covers	001-5-410-4-65060	OFFICE SUPPLIES	397.89



## Expense Approval Register

Packet: APPKT01383 - 06.19.2

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
CAPITAL SANITARY SUPPLY	D136152	Supplies - Paper	001-5-410-4-65060	OFFICE SUPPLIES	209.76
BAKER & TAYLOR BOOKS	0003282154	Returned Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	-22.35
CENTER POINT PUBLISHING	2016093	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	130.50
CENTER POINT PUBLISHING	2019393	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	47.25
BAKER & TAYLOR BOOKS	2037497463	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	20.34
BAKER & TAYLOR BOOKS	2037498599	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	525.39
BAKER & TAYLOR BOOKS	2037505894	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	36.34
BAKER & TAYLOR BOOKS	2037505894	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	228.49
BAKER & TAYLOR BOOKS	2037505954	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	24.75
BAKER & TAYLOR BOOKS	2037523176	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	36.00
BAKER & TAYLOR BOOKS	2037523176	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	126.41
BAKER & TAYLOR BOOKS	2037523176	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	43.92
BAKER & TAYLOR BOOKS	2037535325	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	38.48
BAKER & TAYLOR BOOKS	2037539159	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	32.48
BAKER & TAYLOR BOOKS	2037539159	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	84.78
BAKER & TAYLOR BOOKS	2037556187	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	77.51
BLACKSTONE PUBLISHING	2102460	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	42.29
INGRAM LIBRARY SERVICES	67606915	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	69.96
INGRAM LIBRARY SERVICES	67606915	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	94.77
LIBRARY IDEAS	98754	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	1,027.70
<b>Department 410 - LIBRARY Total:</b>					<b>5,757.71</b>

## Department: 430 - PARKS

JOHN DEERE FINANCIAL	W56706	Maintenance - Bunker Rake	001-5-430-4-63320	VEHICLE REPAIRS	544.66
QUILL CORPORATION	32823808	Sharpies	001-5-430-4-65060	OFFICE SUPPLIES	12.94
DYERSVILLE COMMERCIAL C...	06.12.23	Drinking Fountains	001-5-430-4-65407	DEPARTMENT SUPPLIES	2,000.00
SPAHN & ROSE LUMBER CO	1397368	Athletic Marker	001-5-430-4-65407	DEPARTMENT SUPPLIES	173.25
SPAHN & ROSE LUMBER CO	1413823	Field Marker	001-5-430-4-65407	DEPARTMENT SUPPLIES	173.25
ACE HOMEWORKS	252490	Fittings/Hose Bib/Tee	001-5-430-4-65407	DEPARTMENT SUPPLIES	87.48
ACE HOMEWORKS	252572	PVC Pipe & Elbow - Fountains	001-5-430-4-65407	DEPARTMENT SUPPLIES	45.02
DEUTMEYER NURSERY INC.	4933	Mulch	001-5-430-4-65407	DEPARTMENT SUPPLIES	105.00
JOHN DEERE FINANCIAL	5528753	Couplings/Hose Clamp	001-5-430-4-65407	DEPARTMENT SUPPLIES	24.34
BSN SPORTS/COLLEGIATE PA...	921751064	Basketball Net/Spikes	001-5-430-4-65407	DEPARTMENT SUPPLIES	47.98
SPAHN & ROSE LUMBER CO	7247220	Athletic Field Marker	001-5-430-4-65410	SOFTBALL PROGRAM SUPPLI...	173.25
BSN SPORTS/COLLEGIATE PA...	921728931	Drag Broom/Base Anchor/Pit...	001-5-430-4-65411	BASEBALL PROGRAM SUPPLI...	515.94
SPAHN & ROSE LUMBER CO	1394065	Lumber	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	538.05
SPAHN & ROSE LUMBER CO	1398539	Quickrete	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	197.20
PHOENIX CRANE & RIGGING	1465	Crane Use - Legacy Square	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	570.00
ACE HOMEWORKS	252447	Adapter/Outlet/HexKey	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	84.43
ACE HOMEWORKS	252491	Outlet/Box/Fuse	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	102.90
DECKER CONCRETE	5716	Top Grade - Legacy Square	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	10,335.00
DECKER CONCRETE	5716	Concrete work - Legacy Squa...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	11,545.00
<b>Department 430 - PARKS Total:</b>					<b>27,275.69</b>

## Department: 445 - AQUATIC CENTER

K & K LOGO DESIGNS LTD	1563460	Uniforms	001-5-445-4-61815	AQUATIC CENTER UNIFORMS	104.30
USA BLUE BOOK	INV00022786	Pump Head/Coils	001-5-445-4-63321	EQUIPMENT REPAIR	190.36
JOHN DEERE FINANCIAL	5522958	Hardware/Caulk/Glue	001-5-445-4-63327	MAINTENANCE	22.57
ACCO	0232667-IN	Concrete repair and painting	001-5-445-4-64322	CONTRACTED SERVICES	15,026.35
ACCO	0233074-IN	Pool Chemicals	001-5-445-4-65407	DEPARTMENT SUPPLIES	2,100.70
CYGNUS HOME SERVICE LLC ...	2329667701	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	418.71
ATLANTIC COCA COLA	3952502	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	506.20
ATLANTIC COCA COLA	3975195	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	211.55
CYGNUS HOME SERVICE LLC ...	445736260	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	300.08
MYERS-COX COMPANY	559150	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	435.60
MYERS-COX COMPANY	559616	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	480.97

Department 445 - AQUATIC CENTER Total: 19,797.39

## Department: 460 - COMMUNITY CENTER

EAGLE POINT ENERGY 5	DYERSVL67	Social Center Solar Energy	001-5-460-4-63710	ELECTRICITY	520.08
TJ CLEANING SERVICES	06.08.23 Soc Ctr	Cleaning Services Wk of 6/2 t...	001-5-460-4-64322	CONTRACTED SERVICES	220.00
TJ CLEANING SERVICES	06.15.23 Soc Ctr	Cleaning Services Wk of 6/9 t...	001-5-460-4-64322	CONTRACTED SERVICES	180.00

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
GIANT WASH	2830	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	9.27
GIANT WASH	3197	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	6.91
GIANT WASH	3203	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	8.91
CAPITAL SANITARY SUPPLY	D137004	Soap	001-5-460-4-65407	DEPARTMENT SUPPLIES	56.57
Department 460 - COMMUNITY CENTER Total:					1,001.74
Department: 620 - CLERK, TREAS & FINANCE					
QUILL CORPORATION	32823808	Paper	001-5-620-6-65060	OFFICE SUPPLIES	111.69
QUILL CORPORATION	32849439	Hand Paper Punch	001-5-620-6-65060	OFFICE SUPPLIES	13.94
PITNEY BOWES	3317510941	Postage Machine Lease	001-5-620-6-65060	OFFICE SUPPLIES	15.93
ACCESS SYSTEMS	34208607	Copy Machine Lease	001-5-620-6-65060	OFFICE SUPPLIES	23.48
Department 620 - CLERK, TREAS & FINANCE Total:					165.04
Department: 640 - CITY ATTORNEY					
FUERSTE CAREW COYLE JUE...	03088	Legal Fees - Ollendick	001-5-640-6-64110	LEGAL FEES	33.00
FUERSTE CAREW COYLE JUE...	03089	Legal Fees - General Matters	001-5-640-6-64110	LEGAL FEES	841.50
LOCHER & DAVIS PLC	12.28.21	Abstract/Easement/Docume...	001-5-640-6-64110	LEGAL FEES	2,160.00
Department 640 - CITY ATTORNEY Total:					3,034.50
Department: 650 - CITY HALL & GEN BLDGS					
TJ CLEANING SERVICES	06.08.23 City Hall	Cleaning Services Wk of 6/2 t...	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
TJ CLEANING SERVICES	06.15.2023 City	Cleaning Services Wk of 6/9 t...	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
GIANT WASH	2830	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	17.02
GIANT WASH	3197	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	13.50
GIANT WASH	3203	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	15.50
ELECTRICAL ENGINEERING & ...	7538958-00	Maintenance - Generator	001-5-650-6-63100	BUILDING MAINTENANCE	1,840.00
EAGLE POINT ENERGY 5	DYERSVL67	P & A Solar Energy	001-5-650-6-63710	ELECTRICITY	481.47
AIRESPRING	173095596	Phone	001-5-650-6-63730	TELEPHONE	329.03
IMON COMMUNICATIONS LLC	3078137	Internet Services	001-5-650-6-63730	TELEPHONE	1,005.00
HEARTLAND BUSINESS SYST...	610441-H	Mitel Collaboration	001-5-650-6-63730	TELEPHONE	462.50
EAST CENTRAL INTERGOVER...	IVC000021933	EDA Grant Admin	001-5-650-6-64322	CONTRACTED SERVICES	742.00
ACE HOMEWORKS	252667	Cleaner	001-5-650-6-65412	BUILDING SUPPLIES	37.92
Department 650 - CITY HALL & GEN BLDGS Total:					5,343.94
Department: 670 - OTHER GENERAL GOVT					
MAIERS, TRICIA	05.16.23	ECIA Clerks Meeting - Mileage	001-5-670-6-62300	MEETINGS/TRAINING	39.30
MAIERS, TRICIA	06.10.23	IMFOA Board Meeting - Meals	001-5-670-6-62300	MEETINGS/TRAINING	32.00
MAIERS, TRICIA	06.13.23	Dbq Co Clerk Meeting - Mile...	001-5-670-6-62300	MEETINGS/TRAINING	10.48
TAUKE MOTORS	R528	Rental Vehicle - IMFOA	001-5-670-6-62300	MEETINGS/TRAINING	144.05
DYERSVILLE COMMERCIAL	05234079	Legal Notices	001-5-670-6-64020	PUBLICATIONS	620.65
ACCESS SYSTEMS	34208608	Copy Machine Lease	001-5-670-6-64316	CONTRACTS	233.35
Department 670 - OTHER GENERAL GOVT Total:					1,079.83
Fund 001 - GENERAL FUND Total:					69,933.19
Fund: 002 - LIBRARY TRUST FUND					
Department: 410 - LIBRARY					
FAREWAY STORES INC	00128768	Brain Fitness Snack	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	6.38
HERITAGE PRINTING CO	111383	Public Works Week Activity K...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	308.05
HERITAGE PRINTING CO	111505	Storywalk laminating	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	29.00
TRACES	15	Books - Iowa History	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	88.00
ILLINOIS LIBRARY ASSOCIATI...	237335	Summer Reading Program	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	176.06
KANOPY INC	352505-PPU	Streaming Video	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	12.00
SCHOLASTIC INC	50372198	Summer Reading Program - ...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	170.00
SCHOLASTIC INC	50372198	Summer Reading Program - K...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	340.00
HOOPLA BY MIDWEST TAPE	503872806	Streaming Services	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	212.31
FUN EXPRESS	72431674501	Down Town Summer Night S...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	89.96
Department 410 - LIBRARY Total:					1,431.76
Fund 002 - LIBRARY TRUST FUND Total:					1,431.76
Fund: 112 - TRUST AND AGENCY FUND					
Department: 460 - COMMUNITY CENTER					
SCHERBRING, JEREMY OR SH...	06.03.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
KLUESNER, LYNN	06.04.2023	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
WEDEWER, DARLA	06.10.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	200.00

## Expense Approval Register

Packet: APPKT01383 - 06.19.2

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
REED, JASON	06.11.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
Department 460 - COMMUNITY CENTER Total:					500.00
Fund 112 - TRUST AND AGENCY FUND Total:					500.00

## Fund: 128 - CDBG

## Department: 958 - CAPITAL OUTLAY

EAST CENTRAL INTERGOVER...	IVC000021934	FEMA Buyout	128-5-958-1-68013	CDBG FLOOD GRANT ADMIN...	1,060.00
Department 958 - CAPITAL OUTLAY Total:					1,060.00
Fund 128 - CDBG Total:					1,060.00

## Fund: 135 - DYERSVILLE TIF DIST FUND

## Department: 700 - DEBT SERVICE

ROSE GARDEN PROPERTIES L...	20-18 2023	Tax Rebate	135-5-700-5-68018	TAX REBATE	35,339.51
Department 700 - DEBT SERVICE Total:					35,339.51
Fund 135 - DYERSVILLE TIF DIST FUND Total:					35,339.51

## Fund: 301 - CAPITAL PROJECTS FUND

## Department: 723 - CAPITAL PROJECT

EAST CENTRAL INTERGOVER...	IVC000021931	Contract D - Davis Bacon	301-5-723-8-64063	ENGINEERS FEES	279.00
IMPACT7G	30431	Wetland Monitoring	301-5-723-8-64322	CONTRACTED SERVICES	750.00
COMMUNICATIONS ENGINE...	404183	Contract Equipment	301-5-723-8-64322	CONTRACTED SERVICES	11,154.44
EAST CENTRAL INTERGOVER...	IVC000021932	Contract E - Davis Bacon Mon..	301-5-723-8-64322	CONTRACTED SERVICES	139.50
Department 723 - CAPITAL PROJECT Total:					12,322.94
Fund 301 - CAPITAL PROJECTS FUND Total:					12,322.94

## Fund: 600 - WATER FUND

## Department: 810 - WATER

GIANT WASH	2830	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	10.11
GIANT WASH	3197	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	4.98
GIANT WASH	3203	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	9.33
GIANT WASH	2830	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	2.11
GIANT WASH	3197	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	9.33
GIANT WASH	3203	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	10.78
EAGLE POINT ENERGY 5	DYERSVL67	Well 4 Solar Energy	600-5-810-9-63710	ELECTRICITY	2,813.85
JASPER ENGINEERING & EQU...	INV23J289855	Test & Calibrate	600-5-810-9-64322	CONTRACTED SERVICES	772.31
ACCESS SYSTEMS	34208607	Copy Machine Lease	600-5-810-9-65060	OFFICE SUPPLIES	23.48
J & R SUPPLY	2306193	Hydraulic Grease	600-5-810-9-65407	DEPARTMENT SUPPLIES	170.00
JOHN DEERE FINANCIAL	5530090	Latex Gloves	600-5-810-9-65407	DEPARTMENT SUPPLIES	10.48
HAWKINS WATER TREATME...	6493436	Azone / LPC-4	600-5-810-9-65407	DEPARTMENT SUPPLIES	2,448.66
HAWKINS WATER TREATME...	6493439	Azone/LPC-4	600-5-810-9-65407	DEPARTMENT SUPPLIES	630.23
ELECTRICAL ENGINEERING & ...	7538959-00	Maintenance - Generator	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,290.00
ELECTRICAL ENGINEERING & ...	7538961-00	Maintenance - Generator	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,220.00
Department 810 - WATER Total:					9,425.65
Fund 600 - WATER FUND Total:					9,425.65

## Fund: 602 - WATER CAPITAL ACCOUNT

## Department: 723 - CAPITAL PROJECT

EAST CENTRAL INTERGOVER...	IVC000021929	Water Improvments - Davis ...	602-5-723-9-64063	ENGINEERS FEES	69.75
EAST CENTRAL INTERGOVER...	IVC000021930	Dys East Rd Water - Davis Ba...	602-5-723-9-64063	ENGINEERS FEES	93.00
Department 723 - CAPITAL PROJECT Total:					162.75
Fund 602 - WATER CAPITAL ACCOUNT Total:					162.75

## Fund: 610 - SEWER FUND

## Department: 815 - SEWER

GIANT WASH	2830	Woodward Uniforms	610-5-815-9-61810	WOODWARD UNIFORMS	2.11
GIANT WASH	3197	Woodward Uniforms	610-5-815-9-61810	WOODWARD UNIFORMS	2.08
GIANT WASH	3203	Woodward Uniforms	610-5-815-9-61810	WOODWARD UNIFORMS	4.98
GIANT WASH	2830	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	8.51
GIANT WASH	3197	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	7.88
GIANT WASH	3203	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	9.33
JOHN DEERE FINANCIAL	5517795	Jeans	610-5-815-9-61813	REICHER UNIFORMS	119.97
JOHN DEERE FINANCIAL	5517797	Boots	610-5-815-9-61813	REICHER UNIFORMS	204.99

## Expense Approval Register

Packet: APPKT01383 - 06.19.2

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
CITY OF DUBUQUE - WRRRC	7180	Testing	610-5-815-9-64317	TESTING	60.00
CITY OF DUBUQUE - WRRRC	7232	Testing	610-5-815-9-64317	TESTING	30.00
MICROBAC LABORATORIES	NT2308648	Testing	610-5-815-9-64317	TESTING	532.00
JASPER ENGINEERING & EQU...	INV23J289854	Test & Calibrate	610-5-815-9-64322	CONTRACTED SERVICES	1,262.31
ACCESS SYSTEMS	34208607	Copy Machine Lease	610-5-815-9-65060	OFFICE SUPPLIES	23.48
J & R SUPPLY	2306082-IN	Cam Lock Gasket	610-5-815-9-65407	DEPARTMENT SUPPLIES	11.10
ACE HOMEWORKS	252402	Lift Station Supplies	610-5-815-9-65407	DEPARTMENT SUPPLIES	84.02
JOHN DEERE FINANCIAL	5523648	Cordless Grinder/Battery	610-5-815-9-65407	DEPARTMENT SUPPLIES	129.99
JOHN DEERE FINANCIAL	5524212	Adapter/Nozzle	610-5-815-9-65407	DEPARTMENT SUPPLIES	14.98
JOHN DEERE FINANCIAL	5524858	Lift Station Supplies	610-5-815-9-65407	DEPARTMENT SUPPLIES	204.02
BARD MATERIALS	102899	Concrete	610-5-815-9-67274	CAPITAL IMPROVEMENTS/E...	629.20
ALLIED SYSTEMS INC	61417	Control Panel/Install	610-5-815-9-67274	CAPITAL IMPROVEMENTS/E...	12,749.47
ALLIED SYSTEMS INC	61418	Repipe Lift Station & Pump In...	610-5-815-9-67274	CAPITAL IMPROVEMENTS/E...	24,542.67
				<b>Department 815 - SEWER Total:</b>	<b>40,633.09</b>
				<b>Fund 610 - SEWER FUND Total:</b>	<b>40,633.09</b>

## Fund: 670 - SOLID WASTE FUND

## Department: 840 - SOLID WASTE

ACCESS SYSTEMS	34208607	Copy Machine Lease	670-5-840-9-65407	DEPARTMENT SUPPLIES	23.48
				<b>Department 840 - SOLID WASTE Total:</b>	<b>23.48</b>
				<b>Fund 670 - SOLID WASTE FUND Total:</b>	<b>23.48</b>

Grand Total: 170,832.37

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	69,933.19
002 - LIBRARY TRUST FUND	1,431.76
112 - TRUST AND AGENCY FUND	500.00
128 - CDBG	1,060.00
135 - DYERSVILLE TIF DIST FUND	35,339.51
301 - CAPITAL PROJECTS FUND	12,322.94
600 - WATER FUND	9,425.65
602 - WATER CAPITAL ACCOUNT	162.75
610 - SEWER FUND	40,633.09
670 - SOLID WASTE FUND	23.48
<b>Grand Total:</b>	<b>170,832.37</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-5-110-1-62300	MEETINGS/TRAINING	80.00
001-5-110-1-65060	OFFICE SUPPLIES	46.42
001-5-110-1-65407	DEPARTMENT SUPPLIES	11.98
001-5-150-1-63180	BUILDINGS/GROUNDS ...	275.00
001-5-150-1-63320	VEHICLE REPAIRS	125.45
001-5-150-1-65407	DEPARTMENT SUPPLIES	1,267.70
001-5-150-1-67270	NEW EQUIPMENT	120.15
001-5-180-1-65100	TRAFFIC SIGNS	60.00
001-5-210-2-61806	VORWALD TJ UNIFORMS	234.95
001-5-210-2-61807	MAAHS UNIFORMS	17.17
001-5-210-2-63320	VEHICLE REPAIRS	63.51
001-5-210-2-64322	CONTRACTED SERVICES	1,956.00
001-5-210-2-65407	DEPARTMENT SUPPLIES	309.02
001-5-210-2-67621	STREET REHABILITATION	1,910.00
001-5-410-4-63750	MAINTENANCE	812.98
001-5-410-4-64316	CONTRACTS	312.70
001-5-410-4-64322	CONTRACTED SERVICES	400.00
001-5-410-4-65060	OFFICE SUPPLIES	1,567.02
001-5-410-4-67701	BOOKS/FILMS/RECORDS...	2,665.01
001-5-430-4-63320	VEHICLE REPAIRS	544.66
001-5-430-4-65060	OFFICE SUPPLIES	12.94
001-5-430-4-65407	DEPARTMENT SUPPLIES	2,656.32
001-5-430-4-65410	SOFTBALL PROGRAM SU...	173.25
001-5-430-4-65411	BASEBALL PROGRAM SU...	515.94
001-5-430-4-67274	CAPITAL IMPROVEMENT...	23,372.58
001-5-445-4-61815	AQUATIC CENTER UNIF...	104.30
001-5-445-4-63321	EQUIPMENT REPAIR	190.36
001-5-445-4-63327	MAINTENANCE	22.57
001-5-445-4-64322	CONTRACTED SERVICES	15,026.35
001-5-445-4-65407	DEPARTMENT SUPPLIES	2,100.70
001-5-445-4-65414	CONCESSION STAND SU...	2,353.11
001-5-460-4-63710	ELECTRICITY	520.08
001-5-460-4-64322	CONTRACTED SERVICES	425.09
001-5-460-4-65407	DEPARTMENT SUPPLIES	56.57
001-5-620-6-65060	OFFICE SUPPLIES	165.04
001-5-640-6-64110	LEGAL FEES	3,034.50
001-5-650-6-63100	BUILDING MAINTENANCE	2,286.02
001-5-650-6-63710	ELECTRICITY	481.47
001-5-650-6-63730	TELEPHONE	1,796.53
001-5-650-6-64322	CONTRACTED SERVICES	742.00
001-5-650-6-65412	BUILDING SUPPLIES	37.92
001-5-670-6-62300	MEETINGS/TRAINING	225.83
001-5-670-6-64020	PUBLICATIONS	620.65
001-5-670-6-64316	CONTRACTS	233.35
002-5-410-4-67700	LIBRARY TRUST EXPENDI...	1,431.76

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	500.00
128-5-958-1-68013	CDBG FLOOD GRANT A...	1,060.00
135-5-700-5-68018	TAX REBATE	35,339.51
301-5-723-8-64063	ENGINEERS FEES	279.00
301-5-723-8-64322	CONTRACTED SERVICES	12,043.94
600-5-810-9-61809	RECKER UNIFORMS	24.42
600-5-810-9-61814	HERBERS UNIFORMS	22.22
600-5-810-9-63710	ELECTRICITY	2,813.85
600-5-810-9-64322	CONTRACTED SERVICES	772.31
600-5-810-9-65060	OFFICE SUPPLIES	23.48
600-5-810-9-65407	DEPARTMENT SUPPLIES	5,769.37
602-5-723-9-64063	ENGINEERS FEES	162.75
610-5-815-9-61810	WOODWARD UNIFORMS	9.17
610-5-815-9-61813	REICHER UNIFORMS	350.68
610-5-815-9-64317	TESTING	622.00
610-5-815-9-64322	CONTRACTED SERVICES	1,262.31
610-5-815-9-65060	OFFICE SUPPLIES	23.48
610-5-815-9-65407	DEPARTMENT SUPPLIES	444.11
610-5-815-9-67274	CAPITAL IMPROVEMENT...	37,921.34
670-5-840-9-65407	DEPARTMENT SUPPLIES	23.48
<b>Grand Total:</b>		<b>170,832.37</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	165,980.60
30121168	93.00
301DYSWM2023	750.00
410AB	125.86
410AF	828.08
410AN	304.89
410LP	213.75
410PF	1,122.47
410PN	69.96
410TPROG	1,343.76
<b>Grand Total:</b>	<b>170,832.37</b>



Dyersville, IA

## Expense Approval Register

Item 1.

Packet: APPKT01384 - 06.19.23 Bills List - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
<b>Fund: 001 - GENERAL FUND</b>					
<b>Department: 110 - POLICE</b>					
VISA	05.2023	CC - Uniforms	001-5-110-1-61812	PART TIME UNIFORMS	38.00
WEX BANK	05.2023	Police - Gas	001-5-110-1-63310	GAS/ETHANOL/DIESEL	2,810.35
ALLIANT ENERGY	04.13.23 B	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	106.51
ALLIANT ENERGY	04.13.23 B	Police Department Electricity	001-5-110-1-63710	ELECTRICITY	485.52
ALLIANT ENERGY	04.2023	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	39.43
ALLIANT ENERGY	05.26.23 B	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	96.12
ALLIANT ENERGY	05.26.23 B	Police Department Electricity	001-5-110-1-63710	ELECTRICITY	280.01
ALLIANT ENERGY	05.26.23	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	45.30
VISA	05.2023	CC - Postage	001-5-110-1-65060	OFFICE SUPPLIES	14.70
<b>Department 110 - POLICE Total:</b>					<b>3,915.94</b>
<b>Department: 130 - EMERGENCY MANAGEMENT</b>					
MAQUOKETA VALLEY ELECTR...	05.2023	Tornado Siren Electricity	001-5-130-1-67275	EMERGENCY EQUIPMENT	92.30
<b>Department 130 - EMERGENCY MANAGEMENT Total:</b>					<b>92.30</b>
<b>Department: 150 - FIRE</b>					
WEX BANK	05.2023	Fire - Gas	001-5-150-1-63310	GAS/ETHANOL/DIESEL	245.33
MAQUOKETA VALLEY ELECTR...	05.2023	Fire - Electricity	001-5-150-1-63710	ELECTRICITY	582.52
<b>Department 150 - FIRE Total:</b>					<b>827.85</b>
<b>Department: 180 - MISC. COMMUNITY PROTECTION</b>					
ALLIANT ENERGY	04.13.23 B	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	448.04
ALLIANT ENERGY	04.2023	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	1,630.49
MAQUOKETA VALLEY ELECTR...	05.2023	Field of Dreams Electricity	001-5-180-1-63710	ELECTRICITY	110.04
MAQUOKETA VALLEY ELECTR...	05.2023	Street Lights 2 Electricity	001-5-180-1-63710	ELECTRICITY	20.57
MAQUOKETA VALLEY ELECTR...	05.2023	Castle Hill Lights Electricity	001-5-180-1-63710	ELECTRICITY	87.81
MAQUOKETA VALLEY ELECTR...	05.2023	Street Light Electricity	001-5-180-1-63710	ELECTRICITY	315.46
MAQUOKETA VALLEY ELECTR...	05.2023	Stop Lights Electricity	001-5-180-1-63710	ELECTRICITY	103.61
ALLIANT ENERGY	05.26.23 B	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	341.52
ALLIANT ENERGY	05.26.23	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	1,636.41
<b>Department 180 - MISC. COMMUNITY PROTECTION Total:</b>					<b>4,693.95</b>
<b>Department: 210 - TRANSPORTATION</b>					
WEX BANK	05.2023	Public Works - Gas	001-5-210-2-63310	GAS/ETHANOL/DIESEL	560.50
ALLIANT ENERGY	04.13.23 B	Public Works - Electricity	001-5-210-2-63710	ELECTRICITY	188.59
ALLIANT ENERGY	05.26.23 B	Public Works - Electricity	001-5-210-2-63710	ELECTRICITY	201.23
<b>Department 210 - TRANSPORTATION Total:</b>					<b>950.32</b>
<b>Department: 410 - LIBRARY</b>					
VISA	05.2023	CC - Meeting Registrations A...	001-5-410-4-62300	MEETINGS/TRAINING	80.00
ALLIANT ENERGY	04.13.23 B	Library Electricity	001-5-410-4-63710	ELECTRICITY	909.24
ALLIANT ENERGY	05.26.23 B	Library Electricity	001-5-410-4-63710	ELECTRICITY	691.57
VISA	05.2023	CC - Program Supplies	001-5-410-4-65060	OFFICE SUPPLIES	75.66
AMAZON	1KFG-RYJ6-3HYJ	Programs	001-5-410-4-65060	OFFICE SUPPLIES	106.83
AMAZON	1KFG-RYJ6-3HYJ	Supplies	001-5-410-4-65060	OFFICE SUPPLIES	192.22
VISA	05.2023	CC - Subscription - People	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	55.64
AMAZON	1KFG-RYJ6-3HYJ	Games	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	59.99
AMAZON	1KFG-RYJ6-3HYJ	DVD	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	416.19
AMAZON	1KFG-RYJ6-3HYJ	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	8.53
AMAZON	1KFG-RYJ6-3HYJ	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	75.91
AMAZON	1KFG-RYJ6-3HYJ	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	190.33
AMAZON	1KFG-RYJ6-3HYJ	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	41.06
AMAZON	1TPK-F4HQ-VFW9	Returned Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	-24.94
CENGAGE LEARNING	81130284	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	244.73
<b>Department 410 - LIBRARY Total:</b>					<b>3,122.96</b>



## Expense Approval Register

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Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
<b>Department: 430 - PARKS</b>					
WEX BANK	05.2023	Parks - Gas	001-5-430-4-63310	GAS/ETHANOL/DIESEL	213.44
ALLIANT ENERGY	04.13.23 B	Park Electricity	001-5-430-4-63710	ELECTRICITY	204.33
ALLIANT ENERGY	04.2023	Park Electricity	001-5-430-4-63710	ELECTRICITY	131.91
ALLIANT ENERGY	05.26.23 B	Park Electricity	001-5-430-4-63710	ELECTRICITY	213.80
ALLIANT ENERGY	05.26.23	Park Electricity	001-5-430-4-63710	ELECTRICITY	132.56
TREASURER STATE OF IOWA	05.2023 Sales	Parks Sales Tax	001-5-430-4-64180	SALES TAXES PAID	76.73
TREASURER STATE OF IOWA	05.2023 Sales	Parks Local Sales Tax	001-5-430-4-64181	LOCAL OPTION SALES TAX PA...	13.13
VISA	05.2023	CC - Inspection Legacy Square	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	154.13
<b>Department 430 - PARKS Total:</b>					<b>1,140.03</b>
<b>Department: 445 - AQUATIC CENTER</b>					
ALLIANT ENERGY	04.13.23 B	Pool Electricity	001-5-445-4-63710	ELECTRICITY	53.88
ALLIANT ENERGY	05.26.23 B	Pool Electricity	001-5-445-4-63710	ELECTRICITY	54.57
TREASURER STATE OF IOWA	05.2023 Sales	Pool Sales Tax	001-5-445-4-64180	SALES TAXES PAID	970.16
TREASURER STATE OF IOWA	05.2023 Sales	Pool Local Sales Tax	001-5-445-4-64181	LOCAL OPTION SALES TAX PA...	161.69
VISA	05.2023	CC - Whistles	001-5-445-4-65407	DEPARTMENT SUPPLIES	179.82
<b>Department 445 - AQUATIC CENTER Total:</b>					<b>1,420.12</b>
<b>Department: 460 - COMMUNITY CENTER</b>					
WINDSTREAM	05.2023 Soc Ctr	Phone	001-5-460-4-63730	TELEPHONE	126.04
<b>Department 460 - COMMUNITY CENTER Total:</b>					<b>126.04</b>
<b>Department: 620 - CLERK, TREAS &amp; FINANCE</b>					
VISA	05.2023	CC - Postage	001-5-620-6-65060	OFFICE SUPPLIES	15.88
<b>Department 620 - CLERK, TREAS &amp; FINANCE Total:</b>					<b>15.88</b>
<b>Department: 650 - CITY HALL &amp; GEN BLDGS</b>					
ALLIANT ENERGY	04.13.23 B	City Hall Electricity	001-5-650-6-63710	ELECTRICITY	485.52
ALLIANT ENERGY	05.26.23 B	City Hall Electricity	001-5-650-6-63710	ELECTRICITY	280.01
MAQUOKETA VALLEY ELECTR...	06.15.23	Fiber Optic - Business Ultra	001-5-650-6-63730	TELEPHONE	399.45
MAQUOKETA VALLEY ELECTR...	06.15.23 FOD	Internet- Field of Dreams	001-5-650-6-63730	TELEPHONE	379.55
<b>Department 650 - CITY HALL &amp; GEN BLDGS Total:</b>					<b>1,544.53</b>
<b>Department: 670 - OTHER GENERAL GOVT</b>					
DYERSVILLE COMMERCIAL	06.2023 City	Subscription	001-5-670-6-62100	DUES/SUBSCRIPTIONS	60.00
<b>Department 670 - OTHER GENERAL GOVT Total:</b>					<b>60.00</b>
<b>Fund 001 - GENERAL FUND Total:</b>					<b>17,909.92</b>
<b>Fund: 002 - LIBRARY TRUST FUND</b>					
<b>Department: 410 - LIBRARY</b>					
VISA	05.2023	CC - Public Works Week - Su...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	478.30
VISA	05.2023	CC - Room Reservation	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	153.00
ABSOLUTE SCIENCE	06.24.2023	Summer Programs	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	500.00
NOAH RIEMER PRODUCTIONS	10199	Summer Program	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	425.00
AMAZON	1KFG-RYJ6-3HYJ	Digman Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	20.00
AMAZON	1KFG-RYJ6-3HYJ	Adopt A Book	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	9.69
AMAZON	1KFG-RYJ6-3HYJ	Programs	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	68.11
<b>Department 410 - LIBRARY Total:</b>					<b>1,654.10</b>
<b>Fund 002 - LIBRARY TRUST FUND Total:</b>					<b>1,654.10</b>
<b>Fund: 110 - ROAD USE FUND</b>					
<b>Department: 180 - MISC. COMMUNITY PROTECTION</b>					
ALLIANT ENERGY	04.13.23 B	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	1,045.41
ALLIANT ENERGY	04.2023	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	3,804.47
ALLIANT ENERGY	05.26.23 B	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	796.88
ALLIANT ENERGY	05.26.23	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	3,818.29
<b>Department 180 - MISC. COMMUNITY PROTECTION Total:</b>					<b>9,465.05</b>
<b>Fund 110 - ROAD USE FUND Total:</b>					<b>9,465.05</b>
<b>Fund: 600 - WATER FUND</b>					
<b>Department: 810 - WATER</b>					
VISA	05.2023	CC - Operator Certification F...	600-5-810-9-62100	DUES/SUBSCRIPTIONS	124.54
IOWA DEPT OF NATURAL RE...	06.2023 TH WTR 1	Water 1 Renewal - TH	600-5-810-9-62100	DUES/SUBSCRIPTIONS	60.00
IOWA DEPT OF NATURAL RE...	06.2023 TR Wtr 2	Water Certificate 2 - TR	600-5-810-9-62100	DUES/SUBSCRIPTIONS	60.00

## Expense Approval Register

Packet: APPKT01384 - 06.19.2

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
IOWA DEPT OF NATURAL RE...	06.2023 TR WW 3	Waste Water Certificate - TR	600-5-810-9-62100	DUES/SUBSCRIPTIONS	60.00
WEX BANK	05.2023	Water - Gas	600-5-810-9-63310	GAS/ETHANOL/DIESEL	540.94
ALLIANT ENERGY	04.13.23 B	Water Electricity	600-5-810-9-63710	ELECTRICITY	4,896.84
MAQUOKETA VALLEY ELECTR...	05.2023	Well 5 Electricity	600-5-810-9-63710	ELECTRICITY	3,450.64
ALLIANT ENERGY	05.26.23 B	Water Electricity	600-5-810-9-63710	ELECTRICITY	4,364.25
TREASURER STATE OF IOWA	05.2023 WET	Water Excise Tax	600-5-810-9-64182	WET [WATER EXCISE TAX SE...	4,063.03
				<b>Department 810 - WATER Total:</b>	<b>17,620.24</b>
				<b>Fund 600 - WATER FUND Total:</b>	<b>17,620.24</b>

## Fund: 610 - SEWER FUND

## Department: 815 - SEWER

IOWA DEPT OF NATURAL RE...	06.2023 TH WW2	WW2 Renewal - TH	610-5-815-9-62100	DUES/SUBSCRIPTIONS	60.00
VISA	05.2023	CC Conference Refund	610-5-815-9-62300	MEETINGS/TRAINING	-135.00
WEX BANK	05.2023	Sewer - Gas	610-5-815-9-63310	GAS/ETHANOL/DIESEL	1,123.56
ALLIANT ENERGY	04.13.23 B	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	443.02
ALLIANT ENERGY	04.2023	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	72.95
MAQUOKETA VALLEY ELECTR...	05.2023	Ind Park Lift Station Electricity	610-5-815-9-63710	ELECTRICITY	187.70
MAQUOKETA VALLEY ELECTR...	05.2023	Press Building Electricity	610-5-815-9-63710	ELECTRICITY	5,514.22
MAQUOKETA VALLEY ELECTR...	05.2023	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	2,950.00
ALLIANT ENERGY	05.26.23 B	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	398.09
ALLIANT ENERGY	05.26.23	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	82.02
TREASURER STATE OF IOWA	05.2023 Sales	Wastewater Sales Tax	610-5-815-9-64180	SALES TAXES PAID	1,407.07
TREASURER STATE OF IOWA	05.2023 Sales	Wastewater Local Sales Tax	610-5-815-9-64181	LOCAL OPTION SALES TAX PA...	234.51
				<b>Department 815 - SEWER Total:</b>	<b>12,338.14</b>
				<b>Fund 610 - SEWER FUND Total:</b>	<b>12,338.14</b>

## Fund: 670 - SOLID WASTE FUND

## Department: 840 - SOLID WASTE

MAQUOKETA VALLEY ELECTR...	05.2023	Compost Site Electricity	670-5-840-9-63710	ELECTRICITY	124.03
				<b>Department 840 - SOLID WASTE Total:</b>	<b>124.03</b>
				<b>Fund 670 - SOLID WASTE FUND Total:</b>	<b>124.03</b>
				<b>Grand Total:</b>	<b>59,111.48</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	17,909.92
002 - LIBRARY TRUST FUND	1,654.10
110 - ROAD USE FUND	9,465.05
600 - WATER FUND	17,620.24
610 - SEWER FUND	12,338.14
670 - SOLID WASTE FUND	124.03
<b>Grand Total:</b>	<b>59,111.48</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-5-110-1-61812	PART TIME UNIFORMS	38.00
001-5-110-1-63310	GAS/ETHANOL/DIESEL	2,810.35
001-5-110-1-63710	ELECTRICITY	1,052.89
001-5-110-1-65060	OFFICE SUPPLIES	14.70
001-5-130-1-67275	EMERGENCY EQUIPMENT	92.30
001-5-150-1-63310	GAS/ETHANOL/DIESEL	245.33
001-5-150-1-63710	ELECTRICITY	582.52
001-5-180-1-63710	ELECTRICITY	4,693.95
001-5-210-2-63310	GAS/ETHANOL/DIESEL	560.50
001-5-210-2-63710	ELECTRICITY	389.82
001-5-410-4-62300	MEETINGS/TRAINING	80.00
001-5-410-4-63710	ELECTRICITY	1,600.81
001-5-410-4-65060	OFFICE SUPPLIES	374.71
001-5-410-4-67701	BOOKS/FILMS/RECORDS...	1,067.44
001-5-430-4-63310	GAS/ETHANOL/DIESEL	213.44
001-5-430-4-63710	ELECTRICITY	682.60
001-5-430-4-64180	SALES TAXES PAID	76.73
001-5-430-4-64181	LOCAL OPTION SALES TA...	13.13
001-5-430-4-67274	CAPITAL IMPROVEMENT...	154.13
001-5-445-4-63710	ELECTRICITY	108.45
001-5-445-4-64180	SALES TAXES PAID	970.16
001-5-445-4-64181	LOCAL OPTION SALES TA...	161.69
001-5-445-4-65407	DEPARTMENT SUPPLIES	179.82
001-5-460-4-63730	TELEPHONE	126.04
001-5-620-6-65060	OFFICE SUPPLIES	15.88
001-5-650-6-63710	ELECTRICITY	765.53
001-5-650-6-63730	TELEPHONE	779.00
001-5-670-6-62100	DUES/SUBSCRIPTIONS	60.00
002-5-410-4-67700	LIBRARY TRUST EXPENDI...	1,654.10
110-5-180-1-63710	ELECTRICITY	9,465.05
600-5-810-9-62100	DUES/SUBSCRIPTIONS	304.54
600-5-810-9-63310	GAS/ETHANOL/DIESEL	540.94
600-5-810-9-63710	ELECTRICITY	12,711.73
600-5-810-9-64182	WET [WATER EXCISE TAX...	4,063.03
610-5-815-9-62100	DUES/SUBSCRIPTIONS	60.00
610-5-815-9-62300	MEETINGS/TRAINING	-135.00
610-5-815-9-63310	GAS/ETHANOL/DIESEL	1,123.56
610-5-815-9-63710	ELECTRICITY	9,648.00
610-5-815-9-64180	SALES TAXES PAID	1,407.07
610-5-815-9-64181	LOCAL OPTION SALES TA...	234.51
670-5-840-9-63710	ELECTRICITY	124.03
<b>Grand Total:</b>		<b>59,111.48</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	56,389.94
410AB	41.06
410AF	190.33

Project Account Summary

Project Account Key	Expense Amount
410AN	50.97
410DVD	416.19
410GAMES	59.99
410LP	244.73
410PN	8.53
410SUB	55.64
410TAAB	9.69
410TMEM	20.00
410TPROG	1,624.41
Grand Total:	59,111.48



Dyersville, IA

# Refund Check Register

Item 1.

## Refund Check Detail

### UBPKT01542 - Refunds 01 UBPKT01541 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-204121-02	Nelson, Brenda		0	48.84			48.84	Generated From Billing
02-100053-01	Freiburger, Ruth		0	88.95			88.95	Generated From Billing
02-100002-02	Tuel, Gracie		0	88.95			88.95	Generated From Billing
02-100064-02	Maas, Brittany		0	104.04			104.04	Deposit
Total Refunds: 4			Total Refunded Amount:	330.78				

### Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	330.78
Revenue Total:	330.78

Fidelity Bank and Trust  
Credit Card Payment

Item 1.

Posting Date	Trans Date	Merchant Name	Description	Amount
XXXX-0714	<b>Shirley Vonderhaar</b>			
5/26/2023	5/24/2023	AMER LIB ASSOC-CAREER	Schrandt - Meeting	\$ 40.00
5/26/2023	5/24/2023	AMER LIB ASSOC-CAREER	Alm - Meeting	\$ 40.00
5/7/2023	5/5/2023	SUPER 8 MOTEL DYERSVILLE	Hotel - Fonziba Drums presenter	\$ 153.00
5/4/2023	5/3/2023	MDC*PEOPLE MAGAZINE	Subscription	\$ 55.64
5/3/2023	5/2/2023	TEMU.COM	Program Supplies	\$ 79.70
5/3/2023	5/2/2023	TEMU.COM	Program Supplies	\$ 13.23
5/3/2023	5/3/2023	TEMU.COM	Program Supplies	\$ 6.61
5/3/2023	5/2/2023	TEMU.COM	Program Supplies	\$ (23.88)
				\$ 364.30
XXXX-0706	<b>Brent Schroeder</b>			
5/31/2023	5/30/2023	USPS PO 1826910840	Postage	\$ 10.55
5/31/2023	5/30/2023	USPS PO 1826910840	Postage	\$ 4.15
5/18/2023	5/17/2023	ATLAS (503) 826-2249	Uniforms - Part Time Officer	\$ 38.00
				\$ 52.70
XXXX-0680	<b>Mick Michel</b>			
XXXX-0698	<b>John Wandsnider</b>			
5/19/2023	5/18/2023	4IMPRINT INC	Public Works Week - Toilets (Library Trust)	\$ 478.30
				\$ 478.30
XXXX-0672	<b>Tricia Maiers</b>			
5/25/2023	5/23/2023	STATE FIRE MARSHAL DIV EL	Legacy Square Electrical Inspection	\$ 4.13
5/25/2023	5/23/2023	STATE FIRE MARSHAL DIV EL	Legacy Square Electrical Inspection	\$ 150.00
5/24/2023	5/23/2023	USPS PO 1826910840	Postage	\$ 8.13
5/23/2023	5/22/2023	SP SWIMOUTLET.COM	Aquatic Center - Whistles	\$ 179.82
5/14/2023	5/12/2023	IA DNR FEES AND PAYMENTS	Reicher - Operator Certification Fee	\$ 124.54
5/7/2023	5/6/2023	KIRKWOOD CONT EDUC	Herbers - Water Conference / Wastewater Conference	\$ (135.00)
5/3/2023	5/2/2023	USPS PO 1826910840	Postage	\$ 7.75
				\$ 339.37
			<b>Grand Total</b>	<b>\$ 1,234.67</b>

## MINUTES

### CALL TO ORDER – ROLL CALL

PRESENT Mayor Jeff Jacque, Council Member Jim Gibbs, Council Member Mike English, Council Member Mike Oberbroeckling, Council Member Tom Westhoff  
ABSENT Council Member Jenni Ostwinkle Silva

### PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

Motion made by Council Member Gibbs to approve June 5, 2023 agenda as presented Seconded by Council Member Oberbroeckling.  
Voting Yea: Gibbs, English, Oberbroeckling, Westhoff Nay: None Motion carried.

### ORAL COMMENTS

Mike Murphy, 911 6th St SW, would like to see private parking lots be ADA compliant. He also inquired about installing a ramp for downtown businesses to become handicap accessible. He suggested using ARPA funds for the project.

### APPROVAL OF CONSENT AGENDA

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

**1. Approve Bills; 2. Approve Minutes** City Council Meeting - May 15, 2023; **3. Receive & File Minutes** Parks & Recreation Commission Meeting - May 17, 2023; **4. Authorize City Administrator** to Sign Change Order No. 1 - PCC Sidewalk/Trail (Heritage Trail) - Tschiggfrie Excavating Co - (\$3,126.00); **5. Approve Re-appointment** Ryan Cahill to Planning & Zoning. Term expires June 30, 2028; **6. Approve Re-appointment** Ralph Weber to Board of Adjustment. Term expires June 30, 2028; **7. Approve Appointment** Mark Singank to Board of Adjustment. Term expires June 30, 2028; **8. Resolution No. 40-23** Setting the Salary for a Dyersville Family Aquatic Center Summer Employee of the City of Dyersville 2023; **9. Resolution No. 41-23** Setting the Salary for a Summer Employee of the City of Dyersville for 2023; **10. Receive & File** 2023 Hydrant Flushing Schedule; **11. Miscellaneous Correspondence** Keep Iowa Beautiful - May 2023; **12. Miscellaneous Correspondence** ECIA Spotlight - May 2023; **13. Miscellaneous Correspondence** Greater Dubuque Development Corporation - May 2023; **14. Miscellaneous Correspondence** Mike Murphy - ADA Compliance; **15. Miscellaneous Correspondence** John Ross - Gravel through way. The following bills were approved for payment:

Acco	Supplies	\$ 2,783.65
Ace Homeworks	Supplies	\$ 716.04
Alliant Energy	Electricity	\$ 1,302.37
Atlantic Coca Cola	Concession Supplies	\$ 554.31
Axon Enterprise Inc	Equipment	\$ 7,561.32
Bi-County Disposal Inc	Garbage / Recycling	\$ 30,154.35
Black Hills Energy	Natural Gas	\$ 901.82
Bockenstedt, Karla	Refund	\$ 200.00
BSN Sports/Collegiate Pacific	Supplies	\$ 488.48
Capital Sanitary Supply	Supplies	\$ 713.40
Carquest Auto Parts	Supplies	\$ 99.93
Chateau Diving	Training	\$ 300.00
City of Dubuque	Testing	\$ 20.00
CivicPlus	Annual Fee	\$ 7,439.11



CMA Welding LLC	Supplies	\$ 85.00
Computer Doctors Inc	Computer Work	\$ 8,936.00
Computer Projects of IL Inc	Software	\$ 198.00
Concorde General Agency	Insurance Premium	\$ 1,249.37
Crescent Electric Supply	Supplies	\$ 9,960.62
Davidshofer, Katie	Refund	\$ 100.00
Deflieger, Carlyn	Refund	\$ 100.00
Demmer, Tracy	Refund	\$ 100.00
Dorsey & Whitney	Legal Services	\$ 19,420.00
Dubuque County Treasurer	Property Tax	\$ 2,160.00
Dubuque Humane Society	Animal Control	\$ 85.00
Dyersville Commercial	Ads/Legals	\$ 295.42
Dyersville Industries Inc	Development Agreement	\$ 246,500.00
Dyersville Red Jackets	Reimbursement	\$ 2,879.12
English Insurance	Insurance	\$ 8,409.00
Fareway Stores Inc	Supplies	\$ 10.78
Farmers Shipping Assn	Supplies	\$ 59.43
Galls	Uniform	\$ 1,077.80
Gaul, Terry	Reimbursement	\$ 50.00
Giant Wash	Uniforms/Floor Mats	\$ 142.94
GSA Turf Services	Labor/Supplies	\$ 165.00
Hansel Cleaning Services LLC	Cleaning Service	\$ 400.00
Hefel Portable Services LLC	Contracted Service	\$ 856.00
Heiar Fencing & Supply	Contracted Service	\$ 3,204.99
Heritage Printing Co	Supplies	\$ 25.00
Iowa One Call	One Call Locates	\$ 99.20
J & J Lawn Care	Contracted Services	\$ 11,769.50
J & R Rental	Supplies	\$ 160.95
J & R Supply	Supplies	\$ 1,552.07
Jam Systems & Midland Doors	Building Supplies	\$ 19,533.50
John Deere Financial	Supplies	\$ 736.90
Johnson Controls	Monitoring System	\$ 420.00
Jumbo Visual Projection	Service	\$ 300.00
K & K Logo Designs Ltd	Uniforms	\$ 708.92
Macqueen Equipment	Equipment Rent	\$ 29,000.00
Maiers, Tricia	Refund	\$ 100.00
Maquoketa Valley Electric Coop	Electricity	\$ 7,382.19
Microbac Laboratories	Testing	\$ 921.50
Midwest Breathing Air LLC	Service/Supplies	\$ 482.95
MM Mechanical	Labor/Supplies	\$ 4,537.76
Mr. Lock & Key	Supplies	\$ 24.99
Myers-Cox Company	Supplies	\$ 2,218.52
Offerman, Penny	Refund	\$ 100.00
OpenGov Inc	Software	\$ 27,867.42
Origin Design Co	Engineer Fees	\$ 79,857.31
Polydyne Inc	Supplies	\$ 3,074.04
Pomp's Tire Service	Vehicle Maintenance	\$ 580.00
Preferred Health Choices LLC	HRA	\$ 100.00
Quill Corporation	Supplies	\$ 16.09
Reliance Standard	Insurance	\$ 838.02
River City Paving	Street Paving	\$ 18,532.04
Schieltz, Cyndi	Refund	\$ 200.00
Schindler Elevator Corporation	Maintenance	\$ 1,500.00

Schuster, Marie	Sidewalk Replacement	\$	31.20
Schwan's Home Service	Concession Supplies	\$	669.49
Servpro of Dubuque	Cleaning	\$	1,670.03
Shield Technology Corp	Software License	\$	4,087.50
Superior Welding Supply Co	Supplies	\$	135.00
TJ Cleaning Services	Cleaning Services	\$	1,210.00
Traffic & Transportation Prod Ltd	Traffic Signal	\$	927.02
Van Meter Inc	Supplies	\$	325.19
Verizon Wireless	Cell Phone	\$	946.61
Volkens Inc	Boring	\$	6,080.00
WHKS & Co	Engineering Fees	\$	10,012.28
Windstream	Phone	\$	563.78

001 - General Fund	\$ 149,119.23
110 - Road Use Fund	\$ 561.89
112 - Trust and Agency Fund	\$ 900.00
135 - Dyersville TIF Dist Fund	\$ 246,500.00
301 - Capital Projects Fund	\$ 53,349.29
600 - Water Fund	\$ 14,811.85
602 - Water Capital Fund	\$ 48,893.96
610 - Sewer Fund	\$ 19,834.45
612 - Sewer Capital Account	\$ 5,477.50
670 - Solid Waste Fund	\$ 59,528.05
Grand Total:	\$ 598,976.22

## ACTION ITEMS

**16. 6:00 P.M. Public Hearing** on proposal to enter into a General Fund Snow Plow Truck Lease - Purchase Agreement

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

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

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

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

**17. Resolution No. 42-23** approving and authorizing a General Fund Snow Plow Truck Lease - Purchase Agreement with lease payments thereunder in a principal amount not to exceed \$225,000

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

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

**18. Set Date for Public Hearing** on Plans, Specifications, Form of Contract, and Estimated Cost - City of Dyersville, Iowa - Bridge Deck Overlay - 1st Avenue over Bear Creek 2023. Set date for June 19, 2023 at 6:00 P.M.

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

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

**19. Flood Plain Development Application/Permit No. 23-03** Steve & Karen Tapke, 609 3rd St SW

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

**20. Discussion and Possible Action** on temporary business yard signs within parks and parkways for special events

Motion made by Council Member Oberbroeckling to refer to Policy & Administration Committee and follow Ordinance until next council meeting Seconded by Council Member Gibbs.  
Voting Yea: Gibbs, Oberbroeckling, Westhoff Nay: English Motion carried.

**COUNCIL COMMENTS**

**ADJOURNMENT**

Motion made by Council Member English to adjourn at 6:52 pm Seconded by Council Member Oberbroeckling.  
Voting Yea: Gibbs, English, Oberbroeckling, Westhoff Nay: None Motion carried.

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Jeff Jacque Mayor

ATTEST:

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Tricia L. Maiers, City Clerk / Treasurer

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## MINUTES

Meeting called to order at 6:31 pm by Chairperson Roger Gibbs

### ROLL CALL

PRESENT: Ryan Cahill, Chairperson Roger Gibbs, Vice-Chairperson Tim Nefzger, Joe Petsche, Matt Tauke, Bec Willenborg

ABSENT: Mike Schlichte

### AGENDA ITEMS

1. Approve Minutes of the March 13, 2023 Meeting.  
There were no questions or comments.

Motion to Approve Minutes of the March 13, 2023 meeting made by: Bec Willenborg; seconded by Tim Nefzger.

Voting Yea: Ryan Cahill, Roger Gibbs, Tim Nefzger, Joe Petsche, Matt Tauke, Bec Willenborg

Voting Nay:

Motion carried.

2. Approve Plat of Survey of Hermsen Addition #2, in the City of Dyersville, Iowa.

Ken Hermsen (450 S Grandview, Dubuque, Iowa) was present and stated that he purchased this land that his dad owned. Once the property was surveyed, they discovered the creek had changed course and Hermsen thought it was best to correct the ownership of the changed property now to allow for better maintenance of the land.

The committee questioned what the difference was between this plat and the one a few months ago. City Administrator Mick Michel stated the previous plat changed the house and farmland property lines and fixed some easement and property access issues. Hermsen identified the property in question to the boards, which was the two small lots by the creek. Hermsen stated they would be added to Lot 3. The committee questioned what happens when the creek changes course again. Michel stated that stabilization of the creek bed will help and now there are GIS points which can verify property lines.

The commission asked Hermsen if he owned those two small areas and Hermsen said not yet. He had to get the land surveyed and the plat approved before he could purchase them. He does have verbal agreements with the current owners to buy the land.

City Administrator Mick Michel stated he does not have any issues with the plat. Michel said it makes sense to have the property lines follow the natural barriers of the creek.

There were not further questions or comments.

Motion to Approve Plat of Survey of Hermsen Addition #2, in the City of Dyersville, Iowa made by: Matt Tauke; seconded by Ryan Cahill.

Voting Yea: Ryan Cahill, Roger Gibbs, Tim Nefzger, Joe Petsche, Matt Tauke, Bec Willenborg

Voting Nay:

Motion carried.

3. Approve Final Plat of 20 West Industrial Center Seventh Addition in the City of Dyersville, Delaware County, Iowa.

Jacque Rahe, with Dyersville Economic Development, was present and stated this plat is a split of the former Lot 7. They are separating the 9 acre lot into 2 parcels. The DEDC board decided to donate approximately 3 acres for a Kid Project 2.0 in the industrial park. They will begin a capital campaign to raise money for the construction. A \$1.7 million match grant has also been awarded for the project. Lot 1 will be the Kid Project area and Lot 2 is for future development.

City Administrator Mick Michel stated he has no issues with the plat. The project falls within the development criteria and is in line with the land use plan.

Rahe stated the grant needed the project to fit with the need of the workforce. This Kid Project is not only for the workers in the industrial park but for everyone. Both centers will remain open.

Motion to Approve Final Plat of 20 West Industrial Center Seventh Addition in the City of Dyersville, Delaware County, Iowa made by: Tim Nefzger; seconded by Bec Willenborg.

Voting Yea: Ryan Cahill, Roger Gibbs, Tim Nefzger, Joe Petsche, Matt Tauke, Bec Willenborg

Voting Nay:

Motion carried.

## ADJOURNMENT

Meeting adjourned at 6:42 pm on a motion by Ryan Cahill; seconded by Matt Tauke.



Lori A. Panton, recording Secretary

**James Kennedy Public Library  
Board of Trustees  
Minutes of the May 9, 2023 Meeting**

The regular monthly meeting of the Board of Trustees of the James Kennedy Public Library was held on Tuesday, May 9, 2023 in the Hoffman Room. Present: Kami Boffeli, Beth Gudenkauf, Sally Kelly, Catherine O'Hea, Alex Wiezorek, Assistant Library Director Dawn Schrandt, and Library Director Shirley Vonderhaar. Absent: Sue Engelbrecht, Karen Kramer, Ray Kruse, Danielle Will.

1. Board President Catherine O'Hea called the meeting to order at 6:12 pm. O'Hea appointed Vice President Alex Wiezorek as acting secretary in Danielle Will's absence.

2. Consider approval of Agenda

Kelly MOVED "Approval of Agenda" seconded by Gudenkauf.

Ayes: Boffeli, Gudenkauf, Kelly, O'Hea, Wiezorek

Nays: None

Motion CARRIED

3. Agenda Consent Calendar

- Correspondence and Communication
- Approve minutes of previous meeting: April 11, 2023 regular meeting
- Approve April Librarian's report
- Approve bills:
  - May bills
  - Claims report for April
  - April and May credit card claims
- Budget reports
  - April city report
  - April library report
- Trust account reports
  - April bank statements
  - April balance report
  - Trust account expenditure report
  - April donations report
- Program reports
  - April report of programs and attendance
  - April WhoFi program overview
  - May schedule of events
  - Schedule for upcoming programs
- Grant report
- Friends of the Library report
- JKPL Endowment report
  - Fund statement for March 2023
  - Great Give Day is May 17

Kelly MOVED "Approval of the consent items," seconded by Gudenkauf.

Ayes: Boffeli, Gudenkauf, Kelly, O'Hea, Wiezorek

Nays: None

Motion CARRIED

4. Discussion of current library operations and services
5. Executive committee report — no report
6. Fundraising committee report
  - Notes from May 2023 electronic discussion
  - Wiezorek laid out the plan for **BOOK ART** for the board during June and July's downtown market
  -
7. Furnishings, Art, & Facilities committee report
  - Update on projects and priorities – no report
8. Marketing committee report
  - Notes from April 24, 2023 meeting
9. Personnel committee report
  - Notes from May 2023 electronic discussion
  - Consider approval of revised job description for Librarian (Part time): Children's Services
 

Motion from the committee to approve revised job description. Since from the committee, no second needed.

Ayes: Boffeli, Gudenkauf, Kelly, O'Hea, Wiezorek

Nays: None

Motion CARRIED
10. Finance committee report
  - Notes from May 2023 electronic discussion
  - Consider approval of revised FY24 JKPL Operating Budget
 

Motion from the committee to approve revised budget. Since from the committee, no second needed.

Ayes: Boffeli, Gudenkauf, Kelly, O'Hea, Wiezorek

Nays: None

Motion CARRIED
  - Consider approval of revised fees
 

Motion from the committee to approve revised fees. Since from the committee, no second needed.

Ayes: Boffeli, Gudenkauf, Kelly, O'Hea, Wiezorek

Nays: None

Motion CARRIED
11. Policy committee report
  - Notes from May 2023 electronic discussion
  - Consider approval of revised Mobile Device and Hot Spot Circulation policy
 

Motion from the committee to approve revised policy. Since from the committee, no second needed.

Ayes: Boffeli, Gudenkauf, Kelly, O'Hea, Wiezorek

Nays: None

Motion CARRIED
  - Consider approval of revised Realia (games, puzzles, puppets, etc.) Circulation policy
 

Motion from the committee to approve revised policy. Since from the committee, no second needed.



Nays: None  
Motion CARRIED

12. Strategic planning report — no report

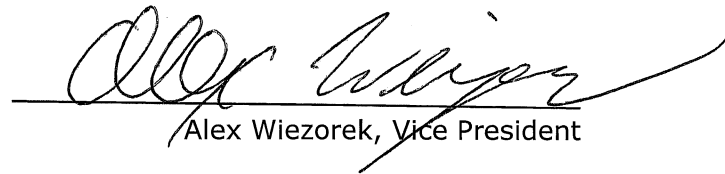
13. Meetings and training

- City council attendance
  - June 5: Wiezorek
- Upcoming
- Recently attended
- Trustee training

14. Oral presentations

15. Adjournment

Kelly MOVED to adjourn seconded by Gudenkauf. Meeting ADJOURNED by O'Hea at 6:49 pm.



Alex Wiezorek, Vice President



# State of Iowa

Alcoholic Beverages Division

Item 5.

## Applicant

NAME OF LEGAL ENTITY

Hartig Drug Company

NAME OF BUSINESS(DBA)

Hartig Drug Co. #6

BUSINESS

(563) 875-2552

ADDRESS OF PREMISES

711 16th Ave SE

PREMISES SUITE/APT NUMBER

CITY

Dyersville

COUNTY

Dubuque

ZIP

52040

MAILING ADDRESS

703 Main St

CITY

Dubuque

STATE

Iowa

ZIP

52001

## Contact Person

NAME

John G. Meyer

PHONE

(563) 588-8700

EMAIL

jmeyer@hartigdrug.com

## License Information

LICENSE NUMBER

LE0001252

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted  
to Local  
Authority

TENTATIVE EFFECTIVE DATE

Aug 9, 2023

TENTATIVE EXPIRATION DATE

Aug 8, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Richard Hartig	Dubuque	Iowa	52003	Owner	100.00	Yes
Brenda Hartig	Dubuque	Iowa	52003	Spouse	0.00	Yes
John Hahn						

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATEOUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATETEMP TRANSFER EXPIRATION  
DATE



# State of Iowa

Alcoholic Beverages Division

Item 6.

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
IOWA MEMORIES, LLC	Field of Dreams Movie Site	(563) 875-8404		
ADDRESS OF PREMISES		PREMISES SUITE/APT NUMBER	CITY	COUNTY
28995 Lansing Road			Dyersville	Dubuque
				52040
MAILING ADDRESS	CITY	STATE	ZIP	
28995 Lansing Road	Dyersville	Iowa	52040	

## Contact Person

NAME	PHONE	EMAIL
Dan Evans	323-447-2808	danevans108@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0047733	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 3, 2022	Nov 2, 2023	

SUB-PERMITS

Class C Retail Alcohol License



# State of Iowa

Alcoholic Beverages Division

Item 6.

## PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

No Ownership information found

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



# State of Iowa

Alcoholic Beverages Division

Item 7.

## 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
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
June 30, 2023	July 4, 2023	

### SUB-PERMITS

Special Class C Retail Alcohol License



# State of Iowa

Alcoholic Beverages Division

Item 7.

## PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Gary Olberding	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  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE





# State of Iowa

Alcoholic Beverages Division

Item 8.

## 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		Dyersville		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
BW0097438	Special Class C Retail Alcohol License	8 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 21, 2023	Dec 21, 2023	

### SUB-PERMITS

Special Class C Retail Alcohol License



# State of Iowa

Alcoholic Beverages Division

Item 8.

## PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Nonprofit corporation organized under chapter 504.

## Ownership

No Ownership information found

## Insurance Company Information

### INSURANCE COMPANY

Founders Insurance Company

### POLICY EFFECTIVE DATE

### POLICY EXPIRATION DATE

### DRAM CANCEL DATE

### OUTDOOR SERVICE EFFECTIVE DATE

### OUTDOOR SERVICE EXPIRATION DATE

### BOND EFFECTIVE DATE

### TEMP TRANSFER EFFECTIVE DATE

### TEMP TRANSFER EXPIRATION DATE

June 30, 2023

July 4, 2023

**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**Trade name/Doing business as: CASEY'S MARKETING COMPANY/DBA CASEY'S #2585Physical location address: 1402 9TH ST SE City: DYERSVILLE ZIP: 52040Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021Business phone number: 5638752175**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021Phone number: 5153815974 Fax number: 515-446-6303 Email: licensingteam@caseys.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**Name (please print): DOUGLAS BEECH, AST. SECRETARY FOR CASEY'S MARKETING COMPANY

Name (please print): \_\_\_\_\_

Signature: *Douglas M. Beech*

Signature: \_\_\_\_\_

Date: 04/18/2023

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$75.—
- Fill in the date the permit was approved by the council or board: 06-19-2023
- Fill in the permit number issued by the city/county: CITY OF DYERSVILLE
- Fill in the name of the city or county issuing the permit: 01-2023
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade name/Doing business as: Dyersville Food Bank Inc.  
d/b/a Randy's Neighborhood Market - Dyersville  
Physical location address: 733 16<sup>th</sup> Ave. SE City: Dyersville ZIP: 52040  
Mailing address: Same as above City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Business phone number: 563-875-7251

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Dyersville Food Bank Inc.  
Mailing address: P.O. Box 231 City: Tipton State: IA ZIP: 52772  
Phone number: 563-886-3156 Fax number: 563-886-3157 Email: luann@randysmarket.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☒

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): Randy Goetz Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 5-3-23 Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 06-19-2023
- Fill in the permit number issued by the city/county: 02-2023
- Fill in the name of the city or county issuing the permit: City of Dyersville
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 23 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade name/Doing business as: Fareway Stores, Inc. # 8  
Physical location address: 1207 12th Avenue S.E. City: DYERSVILLE ZIP: 52040  
Mailing address: 1207 12th Avenue S.E. City: DYERSVILLE State: IA ZIP: 52040  
Business phone number: 563 875-6053

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.  
Mailing address: PO Box 70 City: Boone State: IA ZIP: 50036  
Phone number: 515-433-5336 Fax number: 515-433-4416 Email: storelicenses@farewaystores.com

**Retail Information:**


Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): Garrett S. Piklapp Name (please print): \_\_\_\_\_  
Signature:  Signature: \_\_\_\_\_  
Date: Mar 30, 2023 Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 06.19.2023
- Fill in the permit number issued by the city/county: 03-2023
- Fill in the name of the city or county issuing the permit: CITY OF DYERSVILLE
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade name/Doing business as: Arctic Den #6  
Physical location address: 711 16th Ave SE City: Dyersville ZIP: 52040  
Mailing address: Same as Above City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Business phone number: 563-875-2552

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Arctic Den Company Corp  
Mailing address: 703 Main St City: Dubuque State: IA ZIP: 52001  
Phone number: 563-588-8700 Fax number: 563-588-8750 Email: JMEYER@arcticden.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒  
**Type of Establishment: (Select the option that best describes the establishment)**  
Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐ \_\_\_\_\_

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): John Meyer Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 5/3/23 Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$15.00
- Fill in the date the permit was approved by the council or board: 06-19-2023
- Fill in the permit number issued by the city/county: 04-2023
- Fill in the name of the city or county issuing the permit: City of Dyersville
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade name/Doing business as: Sundstop  
Physical location address: 740 Field of Dreams Way City: Dyersville ZIP: 52040  
Mailing address: 400 Jackson St City: Olin State: IA ZIP: 52320  
Business phone number: 563 875 8490

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Sundstop II LLC  
Mailing address: Same City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone number: 563 451 5929 Fax number: \_\_\_\_\_ Email: Sundstop@gmail.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☐

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐ \_\_\_\_\_

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): Joshua J. Sundstrom Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 6-11-23 Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 06.19.2023
- Fill in the permit number issued by the city/county: CITY OF DYERSVILLE
- Fill in the name of the city or county issuing the permit: 05.2023
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 07/01/2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**Trade name/Doing business as: McDermott Oil CoPhysical location address: 725 9th St SE City: Dyersville ZIP: 52040Mailing address: Po Box 70 City: Cascade State: IA ZIP: 52033Business phone number: 563-852-3510**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP McDermott Oil CoMailing address: Po Box 70 City: Cascade State: IA ZIP: 52033Phone number: 563-852-3510 Fax number: \_\_\_\_\_ Email: tlambert@mcdermottoil.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**Name (please print): Tim Lambert

Name (please print): \_\_\_\_\_

Signature: [Signature]

Signature: \_\_\_\_\_

Date: 6/16/2023

Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 06.19.2023
- Fill in the permit number issued by the city/county: 06-2023
- Fill in the name of the city or county issuing the permit: CITY OF DYERSVILLE
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



July-June 6/30/2024

DYERSVILLE CITY OF  
340 1ST AVENUE E  
0  
DYERSVILLE52040

tax.iowa.gov

7138

**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**Trade name/Doing business as: Dollar General #

7138

\$75

Physical location address: 535 16TH AVE SECity: DYERSVILLEZIP: 52040-1959Mailing address: 100 Mission RidgeCity: GoodlettsvilleState: TNZIP: 37072Business phone number: 5632587420**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgenercorp, LLCMailing address: 100 Mission RidgeCity: GoodlettsvilleState: TNZIP: 37072Phone number: 615-855-4000Fax number: 877-364-4130Email: tax-beerandwinelicense@dollargeneral.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒Tobacco ☒Alternative Nicotine Products ☐Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐Bar ☐Convenience store/gas station ☐Drug store ☐Grocery store ☐Hotel/motel ☐Liquor store ☐Restaurant ☐Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☒ Retail-General Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**Name (please print): Lily Grace CasneSignature: Lily Grace CasneDate: 5/1/2023Name (please print): Vendor #309909Signature: Invoice #202407138TOBCITY1Date: Batch #24741

\$75.00

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 06.19.2023
- Fill in the permit number issued by the city/county: 07-2023
- Fill in the name of the city or county issuing the permit: CITY OF DYERSVILLE
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 7 / 1 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**Trade name/Doing business as: Hy-Vee Dollar Fresh MarketPhysical location address: 1201 12th Ave SE City: Dyersville ZIP: 52040Mailing address: 5820 Westown Pkwy City: West Des Moines State: IA ZIP: 50266Business phone number: 563-875-2700**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.Mailing address: 5820 Westown Pkwy City: West Des Moines State: IA ZIP: 50266Phone number: 515-267-2800 ext 4216 Fax number: \_\_\_\_\_ Email: knylen@hy-vee.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): \_\_\_\_\_

Signature: [Signature]Date: 3/14/23Name (please print): ANDREW SCHROEDERSignature: Senior Vice President,Date: Accounting, Controller

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**• Fill in the amount paid for the permit: \$75.00• Fill in the date the permit was approved by the council or board: 06.19.2023• Fill in the permit number issued by the city/county: 08.2023• Fill in the name of the city or county issuing the permit: CITY OF DYERSVILLE• New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

• Email: iapledge@iowaabd.com• Fax: 515-281-7375

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
Federal Explosives Licensing Center  
244 Needy Road  
Martinsburg, West Virginia 25405

901090: MH/FLS  
5400  
File Number: **51A00366**

05/11/2023

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

**TOM JOSEPH MILLENKAMP**

OWNER  
(563)590-9794

23814 SPECHTS FERRY RD  
SHERRILL, IA 52073

**and is ONLY valid under the following Federal explosives license/permit:**

5-IA-061-54-6G-00366

MILLENKAMP, TOM  
23814 SPECHTS FERRY ROAD  
SHERRILL, IA 52073

Dear TOM MILLENKAMP:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,



Marna Howard  
Chief, Federal Explosives Licensing Center (FELC)

**FELC Customer Service.** If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

**Mail:** ATF  
Chief, FELC  
Attn.: LOC Correction  
244 Needy Road  
Martinsburg, West Virginia 25405

**Fax:** 1-304-616-4401  
Chief, FELC  
Attn.: LOC Correction

**Call toll-free:** 1-877-283-3352

WWW.ATF.GOV



# FIREWORKS PERMIT DUBUQUE COUNTY, IOWA

Date May 23, 2023

## THIS PERMIT IS ISSUED TO:

Name Dyersville Commercial Club

Address 225 11th. St. SE

Dyersville, IA 52040

## FOR THE RIGHT TO EXHIBIT AND DISPLAY FIREWORKS ON:

Date July 3, 2023

Location Commercial Club Park

By (fireworks operator) Tom Millenkamp  
(name)

23814 Spechts Ferry Rd. Sherrill, IA 52073  
(address)

## SIGNATURES REQUIRED FROM:

Appropriate Fire Chief *[Signature]* 6-7-2023  
(date)

Dubuque County Sheriff *[Signature]* 6-2-23  
(date)

Chairperson, Board of Supervisors \_\_\_\_\_  
(date)

## ATTACHMENTS REQUIRED:

- Certificate of General Liability Insurance
- ATF License/Permit (18 U.S.C. Chapter 40, Explosives) for Fireworks Operator

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF  
Correspondence To  
ATF - Chief, FELC  
244 Needy Road  
Martinsburg, WV 25405-9431

License/Permit  
Number

5-IA-061-54-6G-00366

Chief, Federal Explosives Licensing Center (FELC)

Expiration  
Date

July 1, 2026

Name  
MILLENKAMP, TOM

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

23814 SPECHTS FERRY ROAD  
SHERRILL, IA 52073-

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

MILLENKAMP, TOM  
23814 SPECHTS FERRY ROAD  
SHERRILL, IA 52073-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete  
MILLENKAMP, TOM: 23814 SPECHTS FERRY ROAD: 52073-5-IA-061-54-6G-00366: July 1, 2026: 54-USER OF EXPLOSIVES

ATF Form 5400.14-5400.15 Part I  
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address** (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession** (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

Cut Here X

(Continued on reverse side)

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: MILLENKAMP, TOM

Business Name:

License/Permit Number: 5-IA-061-54-6G-00366

License/Permit Type: 54-USER OF EXPLOSIVES

Expiration: July 1, 2026

Please Note: Not Valid for the Sale or Other Disposition of Explosives.





# CERTIFICATE OF LIABILITY INSURANCE

DATE 5/11/2010 Item 10.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Ryder Rosacker McCue & Huston (MGD by Hull & Company)  
7680 Boulder Dr  
West Des Moines NE 50266

**CONTACT NAME:** Kristy Wolfe  
**PHONE (A/C, No, Ext):** 8127906324 **FAX (A/C, No):** 308-382-7109  
**E-MAIL ADDRESS:** Kwolfe@ryderinsurance.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURER A:** SCOTTSDALE INS CO

41297

**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:**

**INSURED**  
Platte River Displays Inc.  
PO Box 65  
Dickeyville WI 53808

**COVERAGES****CERTIFICATE NUMBER:** 1055492863**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS4043280	5/14/2023	5/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.  
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.  
Dyersville Commercial Club Park &  
corner of hwy 136 & Dyersville beltline Carl Burkle field.  
County of Dubuque

**CERTIFICATE HOLDER****CANCELLATION**

Dyersville Commercial Club  
PO Box 51  
Dyersville IA 52040  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**



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

[www.cityofdyersville.com](http://www.cityofdyersville.com)

**BENNETT EXPLOSIVES, INC.** has made application for a permit to possess blasting explosives within the corporate limits of the City of Dyersville, Iowa.

**BENNETT EXPLOSIVES, INC.** is in compliance with Code of Ordinances Chapter 127.03 requirements.

**BENNETT EXPLOSIVES, INC.** has filed with the City Council:

1. A copy of Application for Permit to Use Explosives within the State of Iowa. (Form required by Chapter 101A Code of Iowa).
2. Surety bond in the amount of \$10,000.00.
3. Certificate of Insurance has been filed with the City of Dyersville.
4. Verification of direct supervision of blasting.

Having fulfilled the requirements of the Code of Ordinance Chapter 127.03, the City Council hereby authorized the issuance of a blasting permit, which shall be good from July 1, 2023 through July 31, 2023.

Approved by the City Council of the City of Dyersville, Iowa this 19th day of June, 2023.

Sandy

Bennett Explosives would like to request a Blasting Permit from the City Dyersville Ia. for the Month of July 2023.

Thank You

**Bennett**  
Explosives Inc.

**Mike Cole**

General Manager | Bennett Explosives

📍 1951 210th Street, Manchester, IA 52057  
📞 563-927-4062 📠 319-551-9955  
✉️ mcole@bennettexplosives.com  
🌐 www.quicksupplyco.com



RESOLUTION NO. 43-23  
Recorder's Cover Sheet

**Preparer Information:**

Mick Michel, 340 1<sup>st</sup> Avenue East,  
Dyersville, IA 52040  
(563) 875-7724

**Taxpayer Information:**

Donald & Dora Jean Demmer  
917 11<sup>th</sup> Street NE  
Dyersville, IA 52040

Andrew J & Jill M Hageman  
615 Deerwood Court  
Dyersville, IA 52040

Sharon L. Hermsen (Deed Holder)  
1023 2<sup>nd</sup> Street SW  
Dyersville, IA 52040

Kenneth D & Jennifer Z Hermsen (Contract Holder)  
450 S Grandview Ave  
Dubuque, IA 52003

**Return Address:**

City of Dyersville, Iowa  
340 1<sup>st</sup> Avenue East  
Dyersville, IA 52040

**Grantors:**

City of Dyersville, Iowa

**Grantees:**

Donald & Dora Jean Demmer  
917 11<sup>th</sup> Street NE  
Dyersville, IA 52040

Andrew J & Jill M Hageman  
615 Deerwood Court  
Dyersville, IA 52040

Sharon L. Hermesen (Deed Holder)  
1023 2<sup>nd</sup> Street SW  
Dyersville, IA 52040

Kenneth D & Jennifer Z Hermesen (Contract Holder)  
450 S Grandview Ave  
Dubuque, IA 52003

**Legal Description:**  
See Page 3

**Document or instrument number if applicable:**

## RESOLUTION NO. 43-23

RESOLUTION APPROVING PLAT OF SURVEY OF HERMSEN ADDITION #2,  
IN THE CITY OF DYERSVILLE, IOWA.

WHEREAS, there has been filed with the City Clerk, the Plat of Survey of Hermesen Addition #2, in the City of Dyersville, Iowa; and

WHEREAS, said plat has been found by the City Council to conform to the statutes and ordinances relating thereto; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DYERSVILLE, IOWA:

SECTION 1: That the Plat of Survey of Hermesen Addition #2, in the City of Dyersville, Iowa, is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to endorse the approval of the City of Dyersville, Iowa, on said plat.

SECTION 2: That there are no dedications of public streets or alleys accompanying the plat.

Passed, adopted and approved this 19<sup>th</sup> Day of June, 2023.

\_\_\_\_\_  
Jeff Jacque, Mayor

ATTEST:

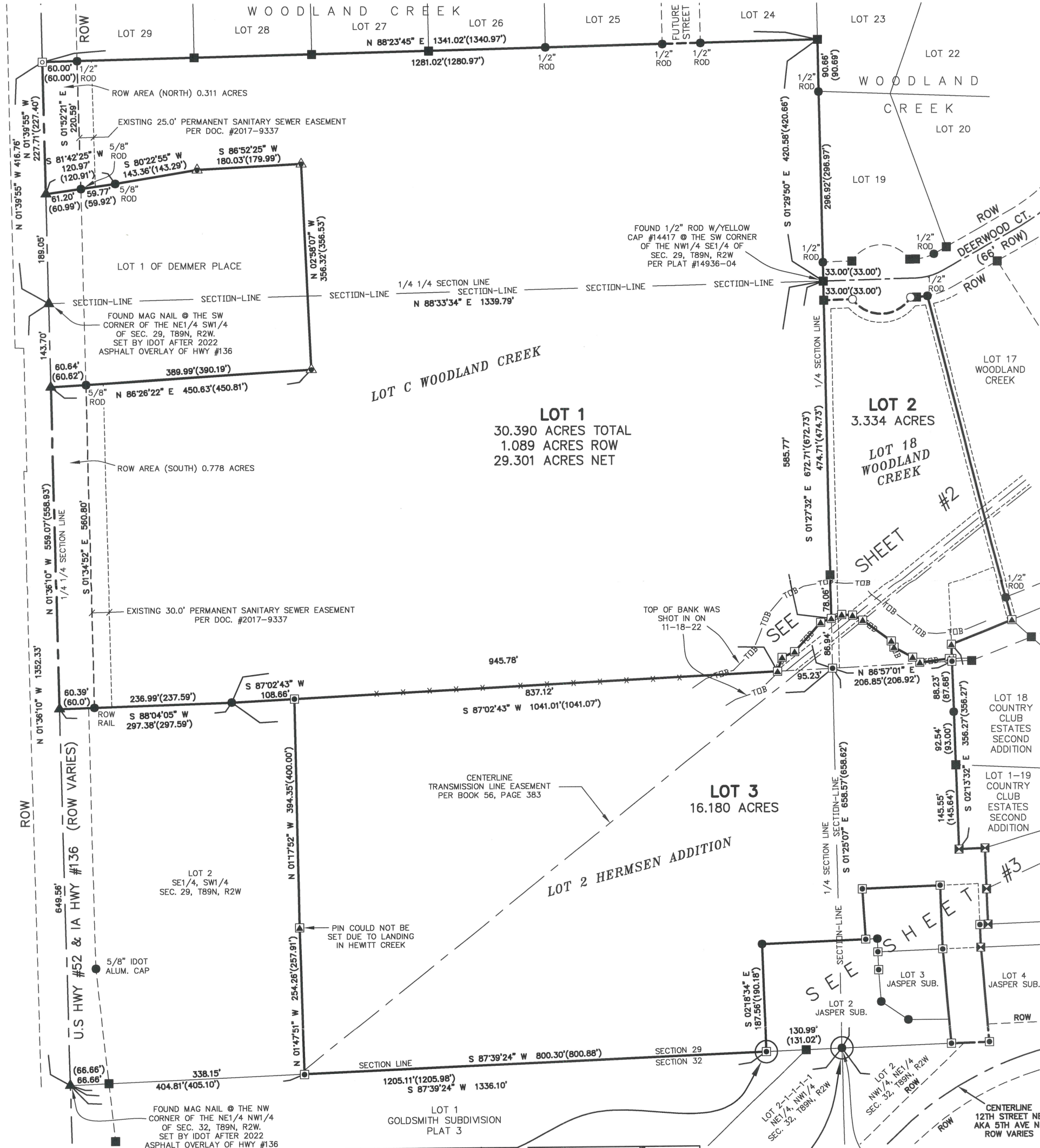
\_\_\_\_\_  
Tricia L. Maiers, City Clerk

Plat of Survey of: HERMSEN ADDITION #2,  
in the City of Dyersville, Iowa

INDEX LEGEND

Location: Hermesen Addition #2, in the City of Dyersville, Iowa  
S1/2 of Section 29, T89N, R2W of the 5th P.M.,  
Dubuque County, Iowa  
Requestor: Kenneth Hermesen  
Proprietor of Lot C of Woodland Creek:  
Donald & Dora Jean Demmer 917 11th St. NE, Dyersville, IA 52040  
Proprietor of Lot 18 of Woodland Creek:  
Andrew J. & Jill M. Hageman 615 Deerwood Ct., Dyersville, IA 52040  
Proprietor of Lot 2 of Hermesen Addition:  
Deed Holder: Sharon L. Hermesen 1023 2nd ST SW, Dyersville, IA 52040  
Contract Holder: Kenneth D. & Jennifer Z. Hermesen 450 S. Grandview Ave., Dubuque, IA 52003  
Surveyor: Terry L. Koelker  
Company: Buesing & Associates, Inc.  
1212 Locust St., Dubuque, IA 52001  
Return To: tkkoelker@buesing.com (563) 556-4389

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET,  
DUBUQUE, IOWA PHONE: (563) 556-4389

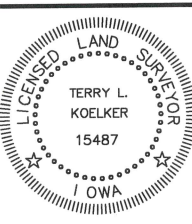


LEGEND

- FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED)
- FOUND 1/2" ROD W/YELLOW CAP #14417
- ⊗ FOUND 1/2" ROD W/YELLOW CAP #12642
- ▲ FOUND 5/8" ROD W/ORANGE CAP #15487
- ▲ FOUND 5/8" ROD W/RED CAP #9651 W/AI
- ▲ FOUND MAG NAIL SET BY IDOT AFTER 2022 ASPHALT OVERLAY OF HWY #136
- PLACED MAG NAIL
- NO MONUMENTATION SET
- PLACED 5/8" IRON ROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- SUBDIVIDED LINE
- EXISTING EASEMENT LINE
- CENTERLINE
- RIGHT OF WAY
- EXISTING FENCE
- TDB — TDB TOP OF BANK OF HEWITT CREEK
- ( ) RECORD DIMENSION
- W/ & W/AI WITH & WITH ANGLE IRON ALUMINUM
- IDOT IOWA DEPARTMENT OF TRANSPORTATION

DETAIL 1  
NO SCALE

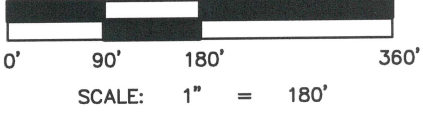
PREVIOUSLY RECORDED  
SW CORNER OF LOT 2 OF  
JASPER SUB.  
PER BOOK 28, PAGE 292



DETAIL 2  
NO SCALE

FOUND 5/8" ROD OVER  
TOP OF SCM @  
S1/4 CORNER  
SEC. 29, T89N, R2W  
PER DOCUMENT #17416-92  
PER DOC. #2007-1453

FOUND 5/8" ROD  
PREVIOUSLY RECORDED AS  
S1/4 CORNER  
SEC. 29, T89N, R2W  
PER DOCUMENT #1605-91



NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 49.905 ACRES.
3. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
4. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS  
PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME  
OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY  
LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TERRY L. KOELKER  
LICENSE NUMBER 15487  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

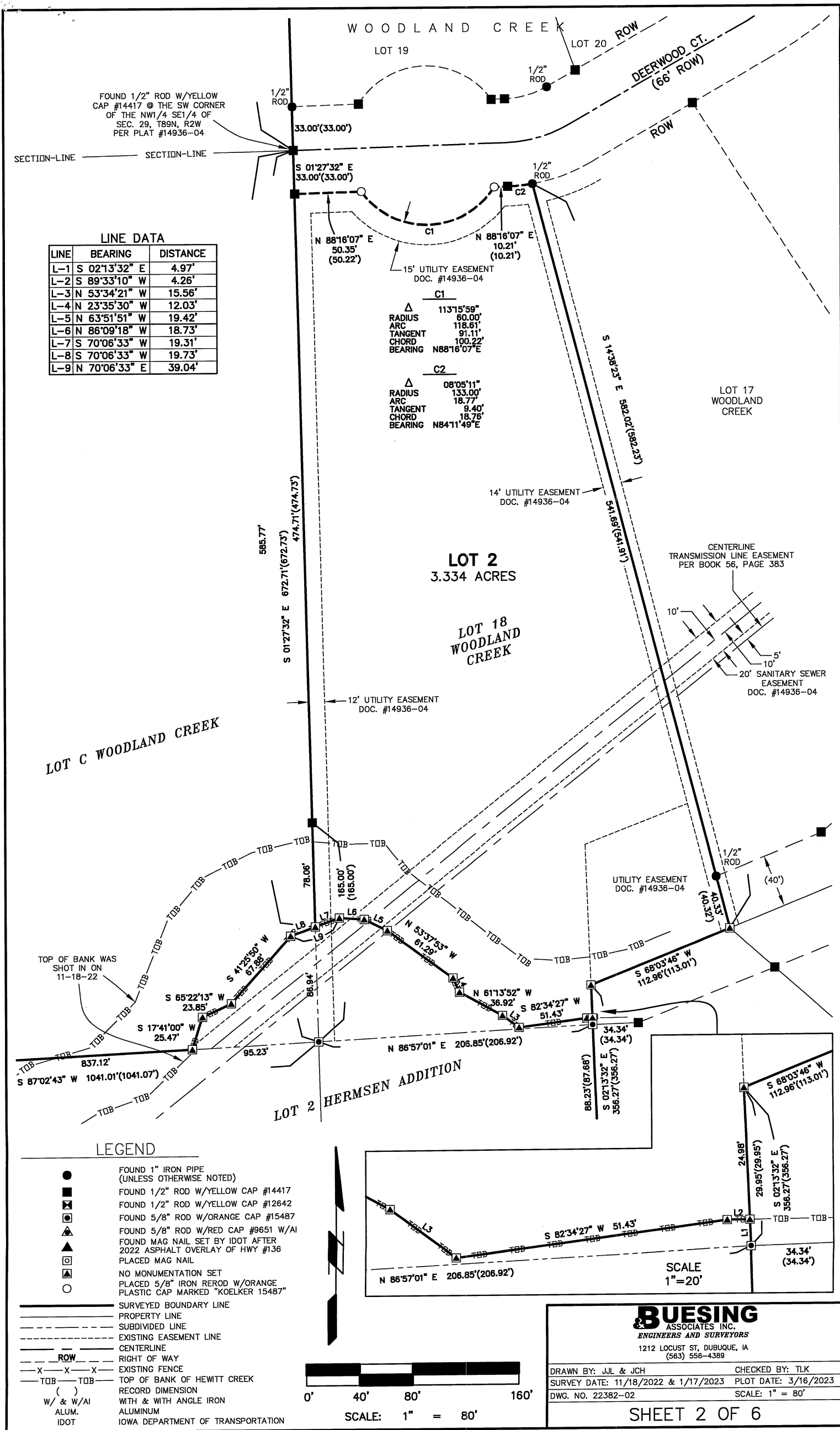
SHEETS COVERED BY THIS SEAL : SHEETS 1-4

**BUESING**  
ASSOCIATES INC.  
ENGINEERS AND SURVEYORS

1212 LOCUST ST, DUBUQUE, IA  
(563) 556-4389

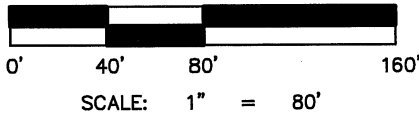
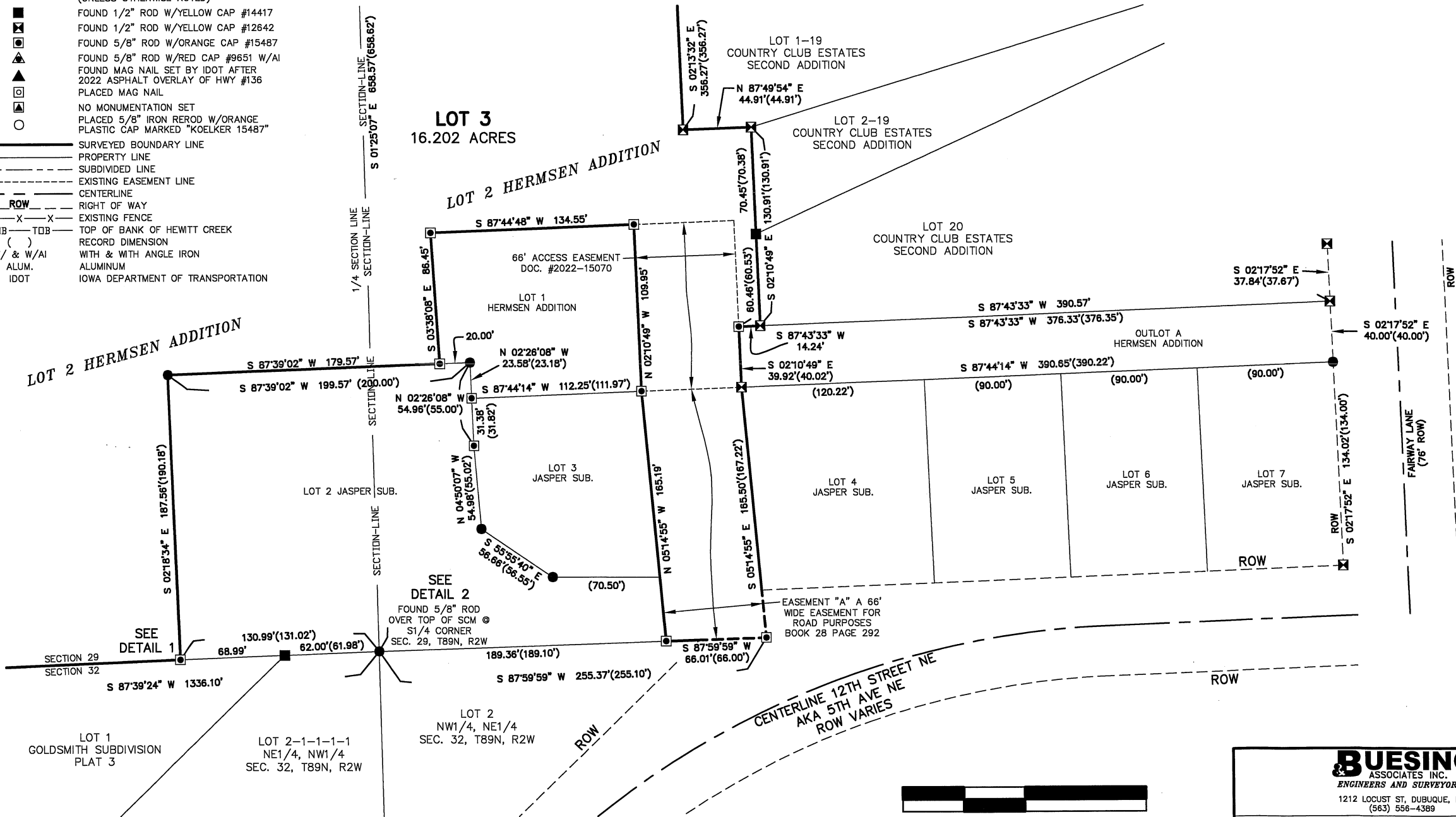
DRAWN BY: JKL & JCH CHECKED BY: TLK  
SURVEY DATE: 11/18/2022 & 1/17/2023 PLOT DATE: 3/16/2023  
DWG. NO. 22382-02 SCALE: 1" = 180'

SHEET 1 OF 6



LEGEND

- FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED)
- FOUND 1/2" ROD W/YELLOW CAP #14417
- ⊠ FOUND 1/2" ROD W/YELLOW CAP #12642
- ⊙ FOUND 5/8" ROD W/ORANGE CAP #15487
- ▲ FOUND 5/8" ROD W/RED CAP #9651 W/AI
- ▲ FOUND MAG NAIL SET BY IDOT AFTER 2022 ASPHALT OVERLAY OF HWY #136
- ⊠ PLACED MAG NAIL
- NO MONUMENTATION SET
- ▲ PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- - - SUBDIVIDED LINE
- - - EXISTING EASEMENT LINE
- CENTERLINE
- ROW RIGHT OF WAY
- X-X- EXISTING FENCE
- TOB- TOP OF BANK OF HEWITT CREEK
- ( ) RECORD DIMENSION
- W/ & W/AI WITH & WITH ANGLE IRON ALUM. ALUMINUM
- IDOT IOWA DEPARTMENT OF TRANSPORTATION



**BUESING**  
ASSOCIATES INC.  
ENGINEERS AND SURVEYORS  
1212 LOCUST ST, DUBUQUE, IA  
(563) 556-4389

DRAWN BY: JJL & JCH	CHECKED BY: TLK
SURVEY DATE: 11/18/2022 & 1/17/2023	PLOT DATE: 3/16/2023
DWG. NO. 22382-02	SCALE: 1" = 80'

SHEET 3 OF 6



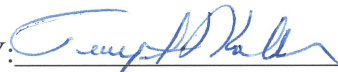
Surveyor's Certificate

Dubuque, Iowa

I, Terry L. Koelker, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Lot C and Lot 18 of Woodland Creek and Lot 2 of Hermesen Addition, all being in the City of Dyersville, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **HERMSEN ADDITION #2** in the City of Dyersville, Iowa. Total area of **HERMSEN ADDITION #2** is 49.926 acres. Total area of **LOT 1** is 30.390 acres, with the ROW area being 1.089 acres. Total area of **LOT 2** is 3.334 acres. Total area of **LOT 3** is 16.180 acres. Lot areas are, more or less, and all Lots are subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate.

BY:   
Terry L. Koelker  
Licensed Land Surveyor  
License No. 15487

3/16/23  
Date

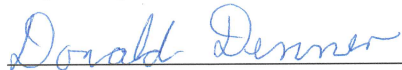
License Renewal Date: 12/31/23


Owner's Consent

Dubuque, Iowa

3/28, 2023

The foregoing Plat of Survey of: **HERMSEN ADDITION #2**, in the City of Dyersville, Iowa is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of Lot C of Woodland Creek, in the City of Dyersville, Iowa.

  
Donald Demmer

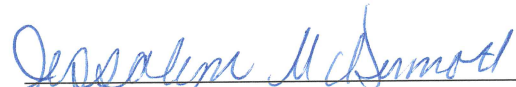
  
Dora Jean Demmer

State of Iowa )  
County of Dubuque ) ss:

On this 28<sup>th</sup> day of March, AD 2023, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Donald and Dora Jean Demmer, to me personally known, who, being duly sworn did say that said appeared Donald and Dora Jean Demmer acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

Witness my hand and Notarial Seal on the date written above.

7-18-2025

  
Notary Public in and for the State of Iowa  
My Commission Expires on 7-18-2025

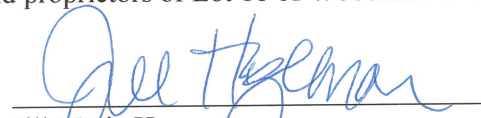
Owner's Consent

Dubuque, Iowa

3/28, 2023

The foregoing Plat of Survey of: **HERMSEN ADDITION #2**, in the City of Dyersville, Iowa is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of Lot 18 of Woodland Creek, in the City of Dyersville, Iowa.

  
Andrew Joseph Hageman


  
Jill Marie Hageman

State of Iowa )  
County of Dubuque ) ss:

On this 28<sup>th</sup> day of March, AD 2023, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Andrew Joseph and Jill Marie Hageman, husband and wife, to me personally known, who, being duly sworn did say that said appeared Andrew Joseph and Jill Marie Hageman acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

Witness my hand and Notarial Seal on the date above written.

7-18-2025

  
Notary Public in and for the State of Iowa  
My Commission Expires on 7-18-2025

**Owner's Consent**

Dubuque, Iowa

3/27, 2023

The foregoing Plat of Survey of: **HERMSEN ADDITION #2**, in the City of Dyersville, Iowa is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of Lot 2 of Hermesen Addition, in the City of Dyersville, Iowa.

Sharon Hermesen  
Sharon L. Hermesen – Deed Holder

State of Iowa )  
County of Dubuque ) ss:

On this 27<sup>th</sup> day of March, AD 2023, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Sharon L. Hermesen, a single person, to me personally known, who, being duly sworn did say that said appeared Sharon L. Hermesen acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

Witness my hand and Notarial Seal on the date above written.

7-18-2025

Jessalyn McDermott  
Notary Public in and for the State of Iowa  
My Commission Expires on 7-18-2025

**Owner's Consent**

Dubuque, Iowa

3/28, 2023

The foregoing Plat of Survey of: **HERMSEN ADDITION #2**, in the City of Dyersville, Iowa is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of Lot 2 of Hermesen Addition, in the City of Dyersville, Iowa.

Kenneth D. Hermesen  
Kenneth D. Hermesen – Contract Holder  
Jennifer Z. Hermesen  
Jennifer Z. Hermesen – Contract Holder

State of Iowa )  
County of Dubuque ) ss:

On this 28<sup>th</sup> day of March, AD 2023, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Kenneth D. & Jennifer Z. Hermesen, husband & wife, to me personally known, who, being duly sworn did say that said appeared Kenneth D. & Jennifer Z. Hermesen acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

Witness my hand and Notarial Seal on the date above written.

7-18-2025

Jessalyn McDermott  
Notary Public in and for the State of Iowa  
My Commission Expires on 7-18-2025

**City of Dyersville Planning and Zoning Commission**

Dyersville, Iowa

\_\_\_\_\_, 2023

The foregoing Plat of Survey of: **HERMSEN ADDITION #2**, in the City of Dyersville, Iowa is hereby approved by the Dyersville Planning and Zoning Commission and approval of said plat by the City Council of the City of Dyersville is hereby recommended.

**Dyersville Planning and Zoning Commission**

By: \_\_\_\_\_  
Chair





RESOLUTION NO. 44-23  
Recorder's Cover Sheet

**Preparer Information:**

Mick Michel, 340 1<sup>st</sup> Avenue East,  
Dyersville, IA 52040  
(563) 875-7724

**Taxpayer Information:**

Dyersville Industries Inc.  
1100 16<sup>th</sup> Ave Court SE  
Dyersville, IA 52040

**Return Address:**

City of Dyersville, Iowa  
340 1<sup>st</sup> Avenue East  
Dyersville, IA 52040

**Grantors:**

City of Dyersville, Iowa

**Grantees:**

Dyersville Industries Inc.  
1100 16<sup>th</sup> Ave Court SE  
Dyersville, IA 52040

**Legal Description:**

See Page 2

**Document or instrument number if applicable:**

## RESOLUTION NO. 44-23

RESOLUTION APPROVING FINAL PLAT OF 20 WEST INDUSTRIAL CENTER  
SEVENTH ADDITION IN THE CITY OF DYERSVILLE, DELAWARE COUNTY, IOWA.

WHEREAS, there has been filed with the City Clerk, the Final Plat of 20 West Industrial Center Seventh Addition in the City of Dyersville, Delaware County, Iowa; and

WHEREAS, said plat has been found by the City Council to conform to the statutes and ordinances relating thereto; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DYERSVILLE, IOWA:

SECTION 1: That the Final Plat of 20 West Industrial Center Seventh Addition in the City of Dyersville, Delaware County, Iowa, is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to endorse the approval of the City of Dyersville, Iowa, on said plat.

SECTION 2: That there are no dedications of public streets or alleys accompanying the plat.

Passed, adopted and approved this 19<sup>th</sup> Day of June, 2023.

\_\_\_\_\_  
Jeff Jacque, Mayor

ATTEST:

\_\_\_\_\_  
Tricia L. Maiers, City Clerk

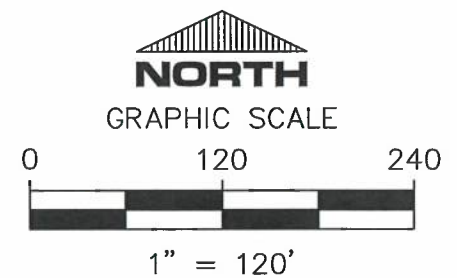
# FINAL PLAT

## 20 WEST INDUSTRIAL CENTER SEVENTH ADDITION IN THE CITY OF DYERSVILLE, DELAWARE COUNTY, IOWA

### LEGEND

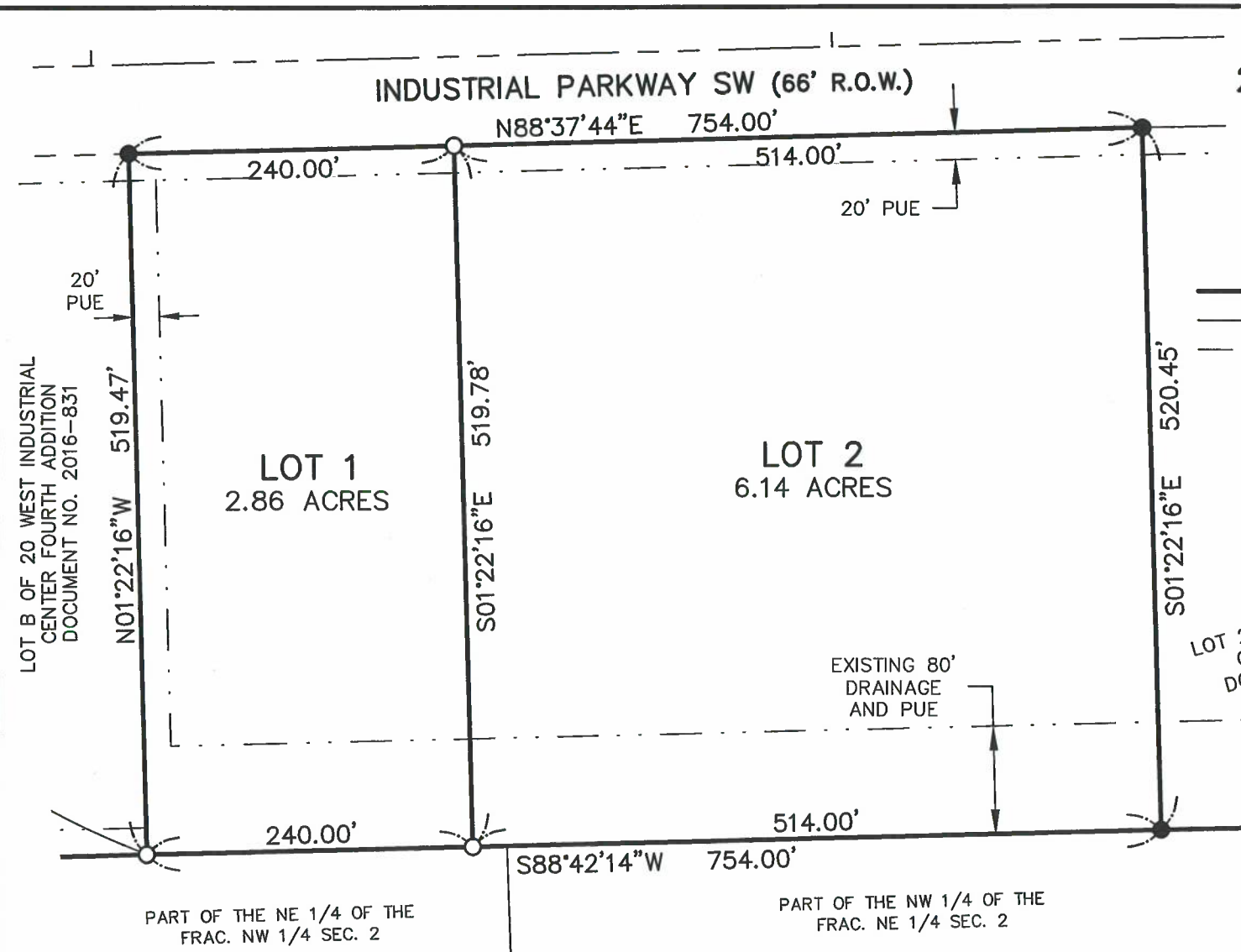
- SURVEY BOUNDARY
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- R.O.W. RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- ( ) RECORD INFORMATION
- SET 5/8" REBAR WITH RED PLASTIC CAP NO. 21408
- FOUND 5/8" REBAR WITH RED PLASTIC CAP NO. 21408

LOT 2 OF 20 WEST INDUSTRIAL  
CENTER FIFTH ADDITION  
DOCUMENT NO. 2016-1744



DRAWING MAY HAVE BEEN REDUCED

FOR RECORDER USE



LOT B OF 20 WEST INDUSTRIAL  
CENTER FOURTH ADDITION  
DOCUMENT NO. 2016-831

PART OF THE NE 1/4 OF THE  
FRAC. NW 1/4 SEC. 2

PART OF THE NW 1/4 OF THE  
FRAC. NE 1/4 SEC. 2

DATE OF SURVEY: APRIL 24, 2023  
TOTAL AREA SURVEYED: 9.00 ACRES

**NOTE**  
THIS SURVEY IS SUBJECT TO  
EASEMENTS, RESERVATIONS,  
RESTRICTIONS AND RIGHTS-OF-WAY  
OF RECORD AND NOT OF RECORD.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED  
AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY  
DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND  
SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

FOR ORIGIN DESIGN CO.  
*Craig L. Geiser* S.31.23  
CRAIG L. GEISER DATE  
LICENSE NO. 21408 MY LICENSE RENEWAL DATE IS 12/31/2024  
PAGES OR SHEETS COVERED BY THIS SEAL SHEETS 1 & 2

**origin**  
design®  
800 556-4491 origindesign.com

DRAWN	JMT	PLAT NO.	10-IA-23
CHECKED	CLG	PROJ. NO.	21249
DATE	5-31-23	SHEET	1 of 2

P:\21\249\DRAWINGS\SURVEY\21249 PLAT-LOT 7

Index Legend	
Location:	LOT 7 20 WEST INDUSTRIAL CENTER FOURTH ADDITION CITY OF DYERSVILLE DELAWARE COUNTY, IOWA
Proprietor:	DYERSVILLE INDUSTRIES, INC.
Requestor:	JACQUE RAHE
Surveyor:	CRAIG L. GEISER
Surveyor Company:	ORIGIN DESIGN CO., 137 MAIN STREET DUBUQUE, IOWA 52001 PHONE: (563)556-2464

SURVEYOR'S CERTIFICATE

I, Craig L. Geiser, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

*Lot 7 of '20 West Industrial Center Fourth Addition' in the City of Dyersville, Delaware County, Iowa*

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as

**20 West Industrial Center Seventh Addition in the City of Dyersville, Delaware County, Iowa**

Containing 9.00 acres, more or less, and subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate. All monuments are placed or will be placed within one year from the date this plat is recorded.

OWNER'S CONSENT

\_\_\_\_\_, Iowa

\_\_\_\_\_, 2023

The foregoing plat of **20 West Industrial Center Seventh Addition in the City of Dyersville, Delaware County, Iowa**, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

By \_\_\_\_\_

By \_\_\_\_\_

State of Iowa                    )  
  ) ss:  
County of                        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_ respectively, of said corporation executing the within and foregoing instrument; that the instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public  
in and for State of Iowa  
My Commission Expires: \_\_\_\_\_

COUNTY TREASURER

Manchester, Iowa

\_\_\_\_\_, 2023

I, the undersigned, Michael Clasen, Treasurer of Delaware County, Iowa, do hereby certify that all taxes levied against *Lot 7 of '20 West Industrial Center Fourth Addition' in the City of Dyersville, Delaware County, Iowa*, have been paid and said real estate is free and clear of all taxes as of this date.

\_\_\_\_\_  
Pam Klein  
Delaware County Treasurer

CITY COUNCIL

Dyersville, Iowa \_\_\_\_\_, 2023

The undersigned, Mayor and Clerk of the City of Dyersville, Iowa, do hereby certify that the foregoing plat in the City of Dyersville, Iowa, has been filed in the office of the Clerk of the City of Dyersville, and that by Resolution No. \_\_\_\_\_ the Dyersville City Council approved said plat.

\_\_\_\_\_  
Jeff Jacque  
Mayor of the City of Dyersville

\_\_\_\_\_  
Tricia Maiers  
Clerk of the City of Dyersville

CITY PLANNING AND ZONING COMMISSION

Dyersville, Iowa \_\_\_\_\_, 2023

The foregoing plat in the City of Dyersville, Iowa, is hereby approved by the City of Dyersville Planning and Zoning Commission and approval of said plat by the City Council of the City of Dyersville, Iowa, is hereby recommended.

\_\_\_\_\_  
Chairman, Dyersville Planning and Zoning Commission

ATTORNEY'S OPINION

Dubuque, Iowa \_\_\_\_\_, 2023

TO WHOM IT MAY CONCERN

This will certify that I have examined the abstract of title covering *Lot 7 of '20 West Industrial Center Fourth Addition' in the City of Dyersville, Delaware County, Iowa*, according to the plats thereof covering the period from government entry to

\_\_\_\_\_  
certified on that date by

\_\_\_\_\_  
and find that said abstract shows good and merchantable title to said real estate in

\_\_\_\_\_  
\_\_\_\_\_  
free and clear of all liens and encumbrances and shows taxes paid including taxes for the year

\_\_\_\_\_  
Attorney At Law



CONSENT TO PLAT

\_\_\_\_\_, mortgager under a certain mortgage dated \_\_\_\_\_  
 \_\_\_\_\_ and filed for record \_\_\_\_\_ as Instrument  
 #\_\_\_\_\_, hereby consents to the foregoing plat.

By \_\_\_\_\_

By \_\_\_\_\_

State of Iowa )

) ss:

County of )

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023, before me, the undersigned a Notary Public in and for the state of Iowa, personally appeared \_\_\_\_\_ and to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_ respectively of the corporation executing the within and foregoing instrument that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that \_\_\_\_\_ and \_\_\_\_\_ as officers acknowledge the execution of the foregoing instrument to be voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
 Notary Public in the State of Iowa

My Commission Expires \_\_\_\_\_

COUNTY AUDITOR

Manchester, Iowa \_\_\_\_\_, 2023

The foregoing plat was entered of record in the office of the Delaware County Auditor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

We approve of the subdivision name or title to be recorded.

\_\_\_\_\_

\_\_\_\_\_  
Carla Becker  
County Auditor of Delaware, Iowa

COUNTY ASSESSOR

Manchester, Iowa \_\_\_\_\_, 2023

The foregoing plat was entered of record in the office of the Delaware County Assessor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

\_\_\_\_\_  
Dan Lett  
Delaware County Assessor

RECORDER'S CERTIFICATE

Manchester, Iowa \_\_\_\_\_, 2023

The foregoing plat of **20 West Industrial Center Seventh Addition in the City of Dyersville, Delaware County, Iowa**, has been reviewed by the Delaware County Recorder.

\_\_\_\_\_

\_\_\_\_\_  
Daneen Schindler  
Delaware County Recorder

**RESOLUTION NO. 45-23**

**A RESOLUTION SETTING THE SALARY FOR THE  
DYERSVILLE FAMILY AQUATIC CENTER SUMMER EMPLOYEE OF THE  
CITY OF DYERSVILLE FOR 2023**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DYERSVILLE, IOWA:**

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

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>2023 Wage</u>
Brody	Parrish	Facility Assistant	\$ 8.00

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

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

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

**PASSED AND APPROVED** this 19th day of June, 2023.

\_\_\_\_\_  
Jeff Jacque, Mayor

ATTEST:

\_\_\_\_\_  
Tricia L. Maiers, City Clerk / Treasurer

**RESOLUTION NO. 46-23****A RESOLUTION SETTING THE SALARIES FOR EMPLOYEES  
OF THE CITY OF DYERSVILLE****BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DYERSVILLE, IOWA:**

**SECTION 1.** The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is authorized to issue checks, less legally required or authorized deductions from the amount set out below, on Friday of each week and make such contributions to IPERS and Social Security or other purpose as required by law or authorization of the City Council, all subject to audit and review by the City Council:

<u>Name</u>	<u>Department</u>	<u>Position</u>	<u>Salary/Hourly Rate</u>
Molly Dupont	Police	Assistant Police Chief	\$89,405.06
Tim Herbers	Public Works	Laborer	\$26.54
Adam Huehnergath	Parks	Parks & Recreation Manager	\$56,825.60
Michael Maahs	Public Works	Public Works Street Foreman	\$29.57
Tricia Maiers	Administration	City Clerk   Treasurer	\$79,822.08
Lori Panton	Administration	Deputy Clerk	\$25.53
Terry Recker	Public Works	Water Operator	\$30.00
Joseph Reicher	Public Works	Laborer	\$29.00
Cory Tuegel	Police	Police Captain	\$77,438.40
Tyler Vorwald	Public Works	Laborer	\$26.02
JoAnn Woodward	Public Works	Laborer	\$26.02

Overtime and compensatory hours shall be paid for at one and one-half times the hourly or equivalent rate for the job performed.

**SECTION 2.** The Policy and Administration Committee and City Administrator are hereby authorized to meet from time to time to consider merit pay adjustments and make recommendations to the City Council. Furthermore, the City Council shall make merit pay adjustments for Fiscal Year 2024 as they may deem necessary.

**SECTION 3.** Furthermore, salary and wages as indicated above shall take effect on the first pay period in July 2023.

**PASSED AND APPROVED** this 19th day of June, 2023.

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 Jeff Jacque, Mayor

ATTEST:

---

 Tricia L. Maiers, City Clerk

## PROPOSED

Name	Position		FY23	FY24
DOLPHIN, NEIL G	POLICE OFFICER	HOURLY	\$ 32.64	\$ 33.29
DUPONT, MOLLY S	ASST POLICE CHIEF	SALARY	\$ 85,966.40	\$ 89,405.06
HERBERS, TIM J	PUBLIC WORKS	HOURLY	\$ 26.02	\$ 26.54
HUEHNERGARTH, ADAM R	PARKS & REC MANAGER	SALARY	\$ 55,000.00	\$ 56,825.60
JOCHUM, RICK	POLICE OFFICER	HOURLY	\$ 32.00	\$ 32.64
MAAHS, MICHAEL R	PW STREET FOREMAN	HOURLY	\$ 28.99	\$ 29.57
MAIERS, TRICIA L	CITY CLERK / TREAS	SALARY	\$ 76,752.00	\$ 79,822.08
MICHEL, MICHAEL J	CITY ADMINISTRATOR	SALARY	\$ 132,600.00	\$ 137,904.00
OBERBROECKLING, SANDRA K	ADMIN ASST	HOURLY	\$ 21.94	\$ 22.38
PANTON, LORI	DEPUTY CLERK	HOURLY	\$ 25.03	\$ 25.53
RECKER, TERRY J	WATER OPERATOR	HOURLY	\$ 29.43	\$ 30.00
REICHER, JOSEPH R	PUBLIC WORKS	HOURLY	\$ 28.42	\$ 29.00
SCHROEDER, BRENT C	POLICE CHIEF	SALARY	\$ 98,838.80	\$ 101,803.96
SIITARI, ANDREW D	POLICE OFFICER	HOURLY	\$ 30.00	\$ 30.00
SODAWASSER, JONATHAN P	POLICE OFFICER	HOURLY	\$ 30.00	\$ 30.00
TUEGEL, CORY S	POLICE CAPTAIN	SALARY	\$ 74,460.00	\$ 77,438.40
VORWALD, TYLER J	PUBLIC WORKS	HOURLY	\$ 25.50	\$ 26.02
WANDSNIDER, JOHN F	PW DIRECTOR	SALARY	\$ 102,000.00	\$ 104,040.00
WOODWARD, JOANN M	PUBLIC WORKS	HOURLY	\$ 25.50	\$ 26.02

**From:** [kthompson@dyersville.org](mailto:kthompson@dyersville.org) <[kthompson@dyersville.org](mailto:kthompson@dyersville.org)>

**Sent:** Wednesday, June 14, 2023 10:31 AM

**To:** Tricia Maiers <[tmaiers@cityofdyersville.com](mailto:tmaiers@cityofdyersville.com)>

**Subject:** Close street for July 14

Can I get on the next City Council agenda to close 2<sup>nd</sup> St. SW by St. Xavier School for our July 14 Downtown Summer Nights? It would be in between 2<sup>nd</sup> & 3<sup>rd</sup> Ave SW.

Karla Thompson, Executive Director  
Dyersville Area Chamber of Commerce  
1100 16<sup>th</sup> Ave CT SE  
Dyersville, IA 52040  
563-875-2311  
Fax: 563-875-8391  
[www.dyersville.org](http://www.dyersville.org)

**CHANGE ORDER**

Change Order No:	1
Date:	May 24, 2023
Agreement Date:	July 5, 2022

Owner:	City of Dyersville, Iowa	
	Dyersville East Road Utility Extension 2022	
Project:	Contract C Water Pumping Station	No. 21168
Contractor:	F.L. Krapfl, Inc.	

The following changes are hereby made to the CONTRACT DOCUMENTS:

Grounding to generator	Lump Sum	\$644.00
------------------------	----------	----------

Justification:

Installation of ground rods near the generator and installation of grounding electrode conductor directly between the generator and new ground rods per NFPA 70 250.30(C) requirements.

Change to CONTRACT PRICE:

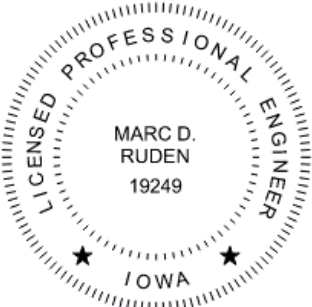
Original CONTRACT PRICE	\$ 1,315,000.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER	\$ 1,315,000.00
The CONTRACT PRICE due to this CHANGE ORDER will be INCREASED by	\$ 644.00
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ 1,315,644.00

Change to CONTRACT TIME:

The CONTRACT TIME will remain unchanged. The project shall be substantially complete by July 1, 2023 (except standby generator). Final completion shall be August 1, 2023 (including standby generator).



Change Order Recommended for Acceptance:

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.  FOR Origin Design Co.  <div style="text-align: right;">6/8/2023</div>
	Marc D. Ruden, P.E. <span style="float: right;">Date</span> License Number 19249 My license renewal date is December 31, 2024 Pages or sheets covered by this seal: Change Order No. 1

Accepted and/or Requested:

**CONTRACTOR F.L. Krapfl, Inc.**

BY \_\_\_\_\_

Signature

NAME Cory Krapfl

TITLE President

DATE \_\_\_\_\_

Accepted and/or Requested:

**OWNER City of Dyersville, Iowa**

Attest:

BY \_\_\_\_\_

Signature

BY \_\_\_\_\_

Signature

NAME Tricia Maiers

NAME: Jeff Jacque

TITLE: Mayor

TITLE City Clerk

DATE \_\_\_\_\_

# CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 18.

## CONTRACT PAYMENT NO.

3

PAGE 1/3

OWNER:	CITY OF DYERSVILLE, IOWA
PROJECT:	DYERSVILLE EAST ROAD UTILITY EXT. 2022 CONTRACT C WATER PUMPING STATION
ORIGIN DESIGN NO:	21168C

CONTRACTOR:	F.L. KRAPFL, INC.
ADDRESS:	P.O. BOX 303
	DYERSVILLE, IA 52040

PROJECT COMPLETION DATE
ORIGINAL: SUBSTANTIAL COMPLETION JULY 1, 2023
FINAL COMPLETION AUGUST 1, 2023
REVISED:

AMOUNT OF CONTRACT
ORIGINAL: \$1,315,000.00
REVISED:

DATES OF PAYMENT
FROM: MAY 1, 2023
TO: MAY 31, 2023

### DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-site	340	CY	\$6.00	170	\$1,020.00	0	\$0.00	170	\$1,020.00	50%
2	Excavation, Class 10	320	CY	\$5.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
3	Subbase, Gradation 14	300	TON	\$23.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
4	Replacement of Unsuitable Backfill Material	300	TON	\$8.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
5	Exploratory Excavation	10	HRS	\$315.00	4	\$1,260.00	0	\$0.00	4	\$1,260.00	40%
6	Sanitary Sewer Gravity Service, Trenched, PVC SDR 26, 4"	10	LF	\$103.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
7	Sanitary Sewer Force Service, Trenched, HDPE SDR 9, 1.25"	40	LF	\$64.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
8	Sanitary Sewer Cleanout	1	EA	\$488.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
9	Pipe Culvert, Trenched, DIP, 8"	40	LF	\$57.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
10	Water Main, Trenched, PVC, 6"	45	LF	\$92.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
11	Water Main, Trenched, DIP, 6"	20	LF	\$80.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
12	Water Main, Trenched, PVC, 8"	35	LF	\$100.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
13	Water Main, Trenched, DIP, 8"	5	LF	\$275.00	5	\$1,375.00	0	\$0.00	5	\$1,375.00	100%
14	Water Main, Trenched, PVC, 12-Inch	140	LF	\$98.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
15	Water Main, Trenched, DIP, 12-Inch	15	LF	\$142.00	15	\$2,130.00	0	\$0.00	15	\$2,130.00	100%
16	Fitting, Compact DI MJ, Various Sizes	2500	LBS	\$6.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
17	Water Service Pipe, Copper, 1/2-Inch	20	LF	\$45.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
18	Water Service Corporation, Ball Style Bronze, 1/2 Inch	1	EA	\$450.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
19	Water Service Curb Stop/Box, Ball Type Minn. Pattern, 1/2 Inch	1	EA	\$320.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
20	Valve, Resilient Seat Gate Valve, 6 Inch	3	EA	\$1,850.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
21	Valve, Resilient Seat Gate Valve, 8 Inch	1	EA	\$2,195.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
22	Valve, Resilient Seat Gate Valve, 12 Inch	4	EA	\$3,650.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
23	Sanitary Sewer Lift Station	1	EA	\$19,160.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
24	PCC Thickened Edge Sidewalk	42	SY	\$87.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
25	Driveway, Paved, PCC, 6 Inch	635	SY	\$65.00	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL WORK COMPLETED (PAGE 1)

\$0.00

\$5,785.00

**CONTRACT PAYMENT NO.****3****DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE**

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
26	PCC Transformer Pad	7	SY	\$157.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
27	PCC Generator Pad	20	SY	\$157.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
28	Full Depth Patches	15	SY	\$155.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
29	Temporary Traffic Control	1	LS	\$900.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
30	Conventional Seeding, Seeding, Fertilizing, and Mulching	2025	SY	\$3.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
31	Stabilized Construction Entrance	50	SY	\$9.50	50	\$475.00	0	\$0.00	50	\$475.00	100%
32	Inlet Protection Device, Surface Applied	2	EA	\$55.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
33	Inlet Protection Device, Maintenance	2	EA	\$80.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
34	Silt Fence or Silt Fence Ditch Check	550	LF	\$2.35	100	\$235.00	0	\$0.00	100	\$235.00	18%
35	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	550	LF	\$1.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
36	Silt Fence or Silt Fence Ditch Check, Removal of Device	550	LF	\$1.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
37	Mobilization	1	LS	\$63,684.00	0.25	\$15,921.00	0	\$0.00	0.25	\$15,921.00	25%
38	Maintenance of Postal Service	1	LS	\$300.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
39	Concrete Washout	1	LS	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
40	Water Pumping Station	1	LS	\$842,986.60	0.185	\$155,952.52	0.045	\$37,934.40	0.23	\$193,886.92	23%
41	Electric, Complete	1	LS	\$92,673.90	0.25	\$23,168.48	0	\$0.00	0.25	\$23,168.48	25%
42	Controls, Installation	1	LS	\$4,742.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
43	Standby Generator	1	LS	\$82,800.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
44	Precast PCC Control Valve Structure	2	EA	\$27,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
45	Bollard	8	EA	\$400.00	0	\$0.00	0	\$0.00	0	\$0.00	0%

**TOTAL WORK COMPLETED (PAGE 2)**

\$37,934.40

\$233,686.40

**TOTAL WORK COMPLETED TO DATE**

\$37,934.40

\$239,471.40

CONTRACT PAYMENT NO.

3

Item 18.

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	

TOTAL CHANGE ORDER WORK

\$0.00

\$0.00

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE

Less: Amount Retained Per Contract 5%

\$239,471.40

Value of Stored Materials (See Attached List)

\$11,973.57

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$0.00

Less: Previous Amount Earned

\$227,497.83

\$191,460.15

BALANCE DUE TO CONTRACTOR THIS PAYMENT

\$36,037.68

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

CONTRACTOR: F.L. KRAPFL, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

ORIGIN DESIGN CO.

BY: \_\_\_\_\_

TITLE: Water Resource Team Leader

DATE: 6/8/2023

Marc Ruden, PE

APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA

AMOUNT PAID \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CHANGE ORDER**

Change Order No:	5
Date:	May 31, 2023
Agreement Date:	July 18, 2022

Owner:	City of Dyersville, Iowa	
	Dyersville East Utility Extension 2022	
Project:	Contract D Lift Station and Linear Sewer Onsite	No. 20080
Contractor:	Portzen Construction, Inc.	

The following changes are hereby made to the CONTRACT DOCUMENTS:

Grounding to generator	Lump Sum	\$683.43
<b>TOTAL CHANGE ORDER NO. 5</b>		<b>\$683.43</b>

**Justification:**

Installation of ground rods near the generator and installation of grounding electrode conductor directly between the generator and new ground rods per NFPA 70 250.30(C) requirements.


## Change to CONTRACT PRICE:

Original CONTRACT PRICE	\$ 1,597,625.69
Current CONTRACT PRICE adjusted by previous CHANGE ORDER	\$ 1,660,334.50
The CONTRACT PRICE due to this CHANGE ORDER will be INCREASED by	\$ 683.43
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ 1,661,017.93

## Change to CONTRACT TIME:

The CONTRACT TIME will remain unchanged. The date for substantial completion is April 15, 2023, and the final completion date is May 15, 2023.

Change Order Recommended for Acceptance:

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p>FOR Origin Design Co.</p>
	<p>Eldon M. Schneider, PE          License Number 22517          My license renewal date is December 31, 2023          Pages or sheets covered by this seal: Change Order No. 5</p>

Accepted and/or Requested:

**CONTRACTOR Portzen Construction, Inc.**

BY \_\_\_\_\_

Signature

NAME Brandon Ingersoll

TITLE Project Manager

DATE \_\_\_\_\_

Accepted and/or Requested:

**OWNER City of Dyersville, Iowa**

Attest:

BY \_\_\_\_\_

Signature

BY \_\_\_\_\_

Signature

NAME Tricia Maiers

NAME: Jeff Jacque

TITLE: Mayor

TITLE City Clerk

DATE \_\_\_\_\_

# CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 20.

CONTRACT PAYMENT NO.

9

PAGE 1/4

OWNER:	CITY OF DYERSVILLE, IOWA
PROJECT:	DYERSVILLE EAST ROAD UTILITY EXTENSION 2022
	CONTRACT D LIFT STATION AND LINEAR SEWER ONSITE
ORIGIN DESIGN NO:	20080

CONTRACTOR:	PORTZEN CONSTRUCTION, INC.
ADDRESS:	205 STONE VALLEY DR.
	DUBUQUE, IA 52003-9746

PROJECT COMPLETION DATE  
Original: SUBSTANTIAL COMPLETION: APRIL 15, 2023  
FINAL COMPLETION: MAY 15, 2023  
Revised:

AMOUNT OF CONTRACT  
ORIGINAL: \$1,597,625.69  
REVISED: \$1,660,334.50

DATES OF PAYMENT  
FROM: 5/1/2023  
TO: 5/31/2023

## DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-site	2570	CY	\$17.67	1900	\$33,573.00	670	\$11,838.90	2570	\$45,411.90	100%
2	Excavation, Class 10	1590	CY	\$16.62	1590	\$26,425.80	0	\$0.00	1590	\$26,425.80	100%
3	Subgrade Preparation	590	SY	\$2.50	590	\$1,475.00	0	\$0.00	590	\$1,475.00	100%
4	Subbase, Sub-base Course	205	TON	\$19.48	205	\$3,993.40	0	\$0.00	205	\$3,993.40	100%
5	Subbase, Base Course	95	TON	\$19.50	95	\$1,852.50	0	\$0.00	95	\$1,852.50	100%
6	Removal of Known Pipe Culvert, CMP, 48-in	85	LF	\$40.00	0	\$0.00	85	\$3,400.00	85	\$3,400.00	100%
7	Rock Excavation	350	CY	\$84.25	0	\$0.00	0	\$0.00	0	\$0.00	0%
8	Replacement of Unsuitable Backfill Material	640	TON	\$25.10	1205.05	\$30,246.76	107.85	\$2,707.04	1312.9	\$32,953.79	205%
9	Sanitary Sewer Gravity Main, Trenched, PVC, 12-in	3338	LF	\$80.73	3083	\$248,890.59	0	\$0.00	3083	\$248,890.59	92%
10	Sanitary Sewer Force Main, Trenched, PVC, 6-in	1375	LF	\$60.06	1366	\$82,041.96	0	\$0.00	1366	\$82,041.96	99%
11	Pipe Culvert, Trenched, CMP, 48-in	76	LF	\$234.07	76	\$17,789.32	72	\$16,853.04	148	\$34,642.36	195%
12	Pipe Apron, CMP, 48-in	4	EA	\$3,116.10	2	\$6,232.20	2	\$6,232.20	4	\$12,464.40	100%
13	Water Main, Trenched, PVC, 12-in	95	LF	\$152.32	92.17	\$14,039.33	0	\$0.00	92.17	\$14,039.33	97%
14	Water Main, Trenched, DI, 12-in	12	LF	\$360.81	12	\$4,329.72	0	\$0.00	12	\$4,329.72	100%
15	Fittings, Compact DI, MJ, Various Sizes	650	LBS	\$24.15	956	\$23,087.40	0	\$0.00	956	\$23,087.40	147%
16	Water Service Pipe, Copper, 3/4-in	50	LF	\$38.92	54	\$2,101.68	0	\$0.00	54	\$2,101.68	108%
17	Water Service Pipe, HDPE, 1/4-in	15	LF	\$183.05	0	\$0.00	0	\$0.00	0	\$0.00	0%
18	Water Service Corporation, Ball Style, 3/4-in	1	EA	\$927.50	1	\$927.50	0	\$0.00	1	\$927.50	100%
19	Water Service Curb Stop & Box, Minneapolis, 3/4-in	1	EA	\$503.00	1	\$503.00	0	\$0.00	1	\$503.00	100%
20	Valve, Gate Valve, 12-in	2	EA	\$4,141.00	2	\$8,282.00	0	\$0.00	2	\$8,282.00	100%
21	Flushing Device (Blowoff), 3/4-in	1	EA	\$1,473.00	1	\$1,473.00	0	\$0.00	1	\$1,473.00	100%
22	Manhole, SW-301, 48-in	181	VF	\$767.69	181.32	\$139,197.55	0	\$0.00	181.32	\$139,197.55	100%
23	Drop Connection	1	EA	\$4,162.00	1	\$4,162.00	0	\$0.00	1	\$4,162.00	100%
24	Sanitary Sewer Lift Station	1	EA	\$390,974.00	0.88	\$344,057.12	0.1	\$39,097.40	0.98	\$383,154.52	98%

TOTAL WORK COMPLETED (PAGE 1)

\$80,128.58

\$1,074,809.40



**CONTRACT PAYMENT NO.**
**9**

 PAG **Item 20.**
**DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE**

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
25	Pavement, HMA	165	TON	\$100.00	0	\$0.00	147.25	\$14,725.00	147.25	\$14,725.00	89%
26	Removal of Driveway	71	SY	\$15.00	0	\$0.00	71	\$1,065.00	71	\$1,065.00	100%
27	Driveway, Granular	23	TON	\$19.53	124.45	\$2,430.51	41.13	\$803.27	165.58	\$3,233.78	720%
28	Temporary Traffic Control	1	LS	\$3,570.00	0.75	\$2,677.50	0.25	\$892.50	1	\$3,570.00	100%
29	Conventional Seeding, Seeding, Fertilizing, and Mulching	2	AC	\$2,100.00	2.4	\$5,040.00	0	\$0.00	2.4	\$5,040.00	120%
30	SWPPP Management	1	LS	\$500.00	0.7	\$350.00	0.2	\$100.00	0.9	\$450.00	90%
31	Riprap, Erosion Stone	30	TON	\$24.48	0.1	\$2.45	26.63	\$651.90	26.73	\$654.35	89%
32	Riprap, Class D	75	TON	\$25.48	147.61	\$3,761.10	0	\$0.00	147.61	\$3,761.10	197%
33	Silt Fence or Silt Fence Ditch Check	3552	LF	\$1.60	3707	\$5,931.20	0	\$0.00	3707	\$5,931.20	104%
34	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	3552	LF	\$0.02	0	\$0.00	0	\$0.00	0	\$0.00	0%
35	Silt Fence or Silt Fence Ditch Check, Removal of Device	3552	LF	\$0.02	0	\$0.00	0	\$0.00	0	\$0.00	0%
36	Stabilized Construction Entrance	1	EA	\$2,000.00	1	\$2,000.00	0	\$0.00	1	\$2,000.00	100%
37	Inlet Protection Device, Surface	3	EA	\$210.00	4	\$840.00	0	\$0.00	4	\$840.00	133%
38	Inlet Protection Device, Maintenance	3	EA	\$105.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
39	Mobilization	1	LS	\$102,800.00	0.9	\$92,520.00	0.1	\$10,280.00	1	\$102,800.00	100%
40	Concrete Washout	1	LS	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	100%
41	Exploratory Excavation	30	HRS	\$273.00	12	\$3,276.00	0	\$0.00	12	\$3,276.00	40%
42	Control Valve Station, Precast 72" ID	1	EA	\$53,845.00	0.66	\$35,537.70	0.23	\$12,384.35	0.89	\$47,922.05	89%
43	Generator Pad	1	LS	\$16,075.00	1	\$16,075.00	0	\$0.00	1	\$16,075.00	100%
44	Transformer Pad	1	LS	\$2,530.00	1	\$2,530.00	0	\$0.00	1	\$2,530.00	100%
45	Control Building	1	LS	\$115,200.00	0.96	\$110,592.00	0.02	\$2,304.00	0.98	\$112,896.00	98%
46	Electrical, Complete	1	LS	\$47,300.00	0.81	\$38,313.00	0.15	\$7,095.00	0.96	\$45,408.00	96%
47	Controls, Complete	1	LS	\$21,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
48	Generator and ATS	1	LS	\$96,600.00	0.1	\$9,660.00	0.15	\$14,490.00	0.25	\$24,150.00	25%

**TOTAL WORK COMPLETED (PAGE 2)**
**\$64,791.02**
**\$397,827.48**
**TOTAL WORK COMPLETED TO DATE**
**\$144,919.60**
**\$1,472,636.88**

**CONTRACT PAYMENT NO.****9****DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE**

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Replace Bases of Manholes 38 and 39	1	LS	\$8,580.00	1	\$8,580.00	0	\$0.00	1	\$8,580.00	100%
1	12" PVC C900 Sanitary Sewer Gravity Main		LF	\$118.73	232	\$27,545.36	0	\$0.00	232	\$27,545.36	
2	Wood Chip Replacement at Field of Dreams parking area	1	LS	\$5,580.00	1	\$5,580.00	0	\$0.00	1	\$5,580.00	100%
2	Add Flushing Station	1	LS	\$18,377.78	0.8	\$14,702.22	0.14	\$2,572.89	0.94	\$17,275.11	94%
3	Add Manhole Anti-Flotation Ballast	8	EA	\$3,650.00	8	\$29,200.00	0	\$0.00	8	\$29,200.00	100%
4	Modify conduit & cable schedule to coordinate with System Integrator	1	LS	\$971.03	0	\$0.00	1	\$971.03	1	\$971.03	100%

**TOTAL CHANGE ORDER WORK****\$3,543.92****\$89,151.50****TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE**

\$1,561,788.38

Less: Amount Retained Per Contract 5%

\$78,089.42

Value of Stored Materials (See Attached List)

\$0.00

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$1,483,698.96

Less: Previous Amount Earned

\$1,346,838.63

**BALANCE DUE TO CONTRACTOR THIS PAYMENT****\$136,860.33**

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

**CONTRACTOR: PORTZEN CONSTRUCTION, INC.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

**ORIGIN DESIGN CO.**

BY: \_\_\_\_\_

TITLE: Water Resource Team Leader

DATE: 6/8/2023

Marc Ruden, P.E.

**APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA**

AMOUNT PAID \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACT PAYMENT NO.**

9

## LIST OF STORED MATERIALS

Supplier	Invoice No.			Total Invoice
J & R Supply	2207379-IN			\$47,040.00
J & R Supply	9207379-IN			\$91,560.00
J & R Supply	2208837-IN			\$19,440.00
County Materials	3813501-00			\$8,935.14
County Materials	3813495-00			\$11,238.13
County Materials	3820281-00			\$8,876.39
COPIES OF THE ABOVE INVOICES INCLUDED WITH PAYMENT NO. 1				
		Total Invoices		<b>\$187,089.66</b>
		Less Material Installed Payment No. 2		(\$90,449.22)
		Less Material Installed Payment No. 3		(\$49,658.44)
		Less Material Installed Payment No. 4		\$0.00
		Less Material Installed Payment No. 5		(\$17,540.00)
		Less Materials Installed Payment No. 6		(\$18,640.77)
		Less Materials Installed Payment No. 7		(\$6,131.23)
		Less Materials Installed Payment No. 8		(\$270.00)
		Less Materials Installed Payment No. 9		(\$4,400.00)
		TOTAL STORED MATERIAL THIS PAYMENT		\$0.00

**CONTRACTOR'S PAYMENT FORM****PREPARED BY: ORIGIN DESIGN CO.****CONTRACT PAYMENT NO.****4**

PAGE 1/4

OWNER: CITY OF DYERSVILLE, IOWA
PROJECT: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 CONTRACT E WATER AND SEWER
ORIGIN DESIGN NO: 21168

CONTRACTOR: TOP GRADE EXCAVATING, INC.
ADDRESS: 971 9TH AVENUE NW
FARLEY, IA 52046

PROJECT COMPLETION DATE
Original:
Revised:

AMOUNT OF CONTRACT
ORIGINAL: \$1,611,807.50
REVISED:

DATES OF PAYMENT
FROM: 5/1/2023
TO: 5/31/2023

**DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE**

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-Site	4300	CY	\$3.00	1000	\$3,000.00	3300	\$9,900.00	4300	\$12,900.00	100%
2	Granular Stabilization	500	TON	\$17.40	0	\$0.00	481.97	\$8,386.28	481.97	\$8,386.28	96%
3	Subbase, Gradation 14	100	TON	\$16.00	77.91	\$1,246.56	0	\$0.00	77.91	\$1,246.56	78%
4	Rock Excavation	750	CY	\$0.10	96.75	\$9.68	0	\$0.00	96.75	\$9.68	13%
5	Trench Foundation	750	TON	\$0.10	430.99	\$43.10	0	\$0.00	430.99	\$43.10	57%
6	Replacement of Unsuitable Backfill Material	14650	TON	\$16.00	14141.24	\$226,259.84	537.82	\$8,605.12	14679.06	\$234,864.96	100%
7	Exploratory Excavation	20	HRS	\$75.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
8	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	970	LF	\$42.00	1016.25	\$42,682.50	0	\$0.00	1016.25	\$42,682.50	105%
9	Sanitary Sewer Gravity Main, Trenched, PVC, 10"	5610	LF	\$53.00	5463.33	\$289,556.49	0	\$0.00	5463.33	\$289,556.49	97%
10	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	790	LF	\$43.00	784.5	\$33,733.50	0	\$0.00	784.5	\$33,733.50	99%
11	Sanitary Sewer Service Stub, PVC, 6"	140	LF	\$33.00	140	\$4,620.00	0	\$0.00	140	\$4,620.00	100%
12	Water Main, Trenched, DIP, 6"	640	LF	\$0.01	113.83	\$1.14	169.67	\$1.70	283.5	\$2.84	44%
13	Water Main, Trenched, PVC, 6"	50	LF	\$27.00	133.5	\$3,604.50	245	\$6,615.00	378.5	\$10,219.50	757%
14	Water Main, Trenched, PVC, 12"	9170	LF	\$57.00	7582.5	\$432,202.50	1535.33	\$87,513.81	9117.83	\$519,716.31	99%
15	Fitting, Compact DI MJ, Various Sizes	5,500	LBS	\$7.75	3500	\$27,125.00	1027	\$7,959.25	4527	\$35,084.25	82%
16	Water Service Pipe, HDPE, 1.5"	50	LF	\$34.00	0	\$0.00	50	\$1,700.00	50	\$1,700.00	100%
17	Water Service Corporation, Ball Style, 1.5"	1	EA	\$500.00	0	\$0.00	1	\$500.00	1	\$500.00	100%
18	Water Service Curb Stop & Box, Minneapolis Style, 1.5"	1	EA	\$750.00	0	\$0.00	1	\$750.00	1	\$750.00	100%
19	Valve, Resilient Seat Gate Valve, 6"	18	EA	\$1,500.00	6	\$9,000.00	15	\$22,500.00	21	\$31,500.00	117%
20	Valve, Resilient Seat Gate Valve, 12"	17	EA	\$3,600.00	13	\$46,800.00	5	\$18,000.00	18	\$64,800.00	106%
21	Fire Hydrant Assembly	12	EA	\$4,200.00	7	\$29,400.00	5	\$21,000.00	12	\$50,400.00	100%
22	Manhole, SW-301, 48"	285	VF	\$550.00	259.25	\$142,587.50	44.15	\$24,282.50	303.4	\$166,870.00	106%
23	Driveway, Granular	2150	TON	\$16.00	2018.34	\$32,293.44	127.76	\$2,044.16	2146.1	\$34,337.60	100%
24	Full Depth Patches	200	SY	\$45.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
25	Painted Pavement Markings, Solvent/Waterborne	1	LS	\$350.00	0	\$0.00	0	\$0.00	0	\$0.00	0%

**TOTAL WORK COMPLETED (PAGE 1)****\$219,757.82****\$1,543,923.57**

**CONTRACT PAYMENT NO.**

**4**

PAGE 2/4

**DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE**

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
26	Temporary Traffic Control	1	LS	\$1,500.00	0.5	\$750.00	0	\$0.00	0.5	\$750.00	50%
27	Conventional Seeding, Seeding, Fertilizing & Mulching	5.3	AC	\$1,400.00	0	\$0.00	13.08	\$18,312.00	13.08	\$18,312.00	247%
28	SWPPP Management	1	LS	\$1,500.00	0.4	\$600.00	0.6	\$900.00	1	\$1,500.00	100%
29	Silt Fence or Silt Fence Ditch Check	3550	LF	\$1.50	1962	\$2,943.00	0	\$0.00	1962	\$2,943.00	55%
30	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	3550	LF	\$0.01	0	\$0.00	0	\$0.00	0	\$0.00	0%
31	Silt Fence or Silt Fence Ditch Check, Removal of Device	3550	LF	\$0.01	0	\$0.00	0	\$0.00	0	\$0.00	0%
32	Stabilized Construction Entrance	120	SY	\$3.00	0	\$0.00	120	\$360.00	120	\$360.00	100%
33	Inlet Protection Device, Surface-Applied	5	EA	\$0.01	0	\$0.00	5	\$0.05	5	\$0.05	100%
34	Inlet Protection Device, Maintenance	5	EA	\$0.01	0	\$0.00	5	\$0.05	5	\$0.05	100%
35	Mobilization	1	LS	\$51,000.00	0.9	\$45,900.00	0	\$0.00	0.9	\$45,900.00	90%

**TOTAL WORK COMPLETED (PAGE 2)**

**\$19,572.10**

**\$69,765.10**

**TOTAL WORK COMPLETED TO DATE**

**\$239,329.92**

**\$1,613,688.67**

**DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE**

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	

**TOTAL CHANGE ORDER WORK**

**\$0.00**

**\$0.00**

**TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE**

Less: Amount Retained Per Contract 5%

\$1,613,688.67

\$80,684.43

Value of Stored Materials (See Attached List)

\$0.00

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$1,533,004.24

Less: Previous Amount Earned

\$1,375,455.26

**BALANCE DUE TO CONTRACTOR THIS PAYMENT**

**\$157,548.98**

CONTRACT PAYMENT NO.

4

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CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

**CONTRACTOR:**        **TOP GRADE EXCAVATING**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

**ORIGIN DESIGN CO.**

BY: \_\_\_\_\_ TITLE: Water Resources Team Leader DATE: 6/8/2023

Marc Ruden, PE

**APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA** AMOUNT PAID \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

4

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## LIST OF STORED MATERIALS

Supplier	Invoice No.	Total Invoice		Total Stored On-Site
J & R Supply	2211439-IN	\$480,455.50	less materials installed to date	\$0.00
J & R Supply	2211442-IN	\$187,583.00	less materials installed to date	\$0.00
Rinker Materials	26224940	\$28,685.80	less materials installed to date	\$0.00
Rinker Materials	26231660	\$13,639.10	less materials installed to date	\$0.00
COPIES OF THE ABOVE INVOICES INCLUDED WITH PAYMENT NO. 1				
		TOTAL STORED MATERIAL		\$0.00



# CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 22.

CONTRACT PAYMENT NO.

5

PAGE 1/4

OWNER: CITY OF DYERSVILLE, IOWA  
PROJECT: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 CONTRACT B WATER MAIN  
ORIGIN DESIGN NO: 21168

CONTRACTOR: TOP GRADE EXCAVATING, INC.  
ADDRESS: 971 9TH AVENUE NW  
FARLEY, IA 52046

PROJECT COMPLETION DATE  
Original: OCTOBER 7, 2022  
Revised:

AMOUNT OF CONTRACT  
ORIGINAL: \$788,076.00  
REVISED:

DATES OF PAYMENT  
FROM: 8/31/2022  
TO: 6/2/2023

## DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Clearing and Grubbing	1	LS	\$3,000.00	1	\$3,000.00	0	\$0.00	1	\$3,000.00	100%
2	Topsoil, On-site	1100	CY	\$1.50	1100	\$1,650.00	0	\$0.00	1100	\$1,650.00	100%
3	Subbase, Gradation 14	500	TON	\$16.00	500	\$8,000.00	0	\$0.00	500	\$8,000.00	100%
4	Removal of Known Pipe Culvert, CMP, Various	15	LF	\$5.00	15	\$75.00	0	\$0.00	15	\$75.00	100%
5	Replacement of Unsuitable Backfill Material	3350	TON	\$0.10	3350	\$335.00	0	\$0.00	3350	\$335.00	100%
6	Exploratory Excavation	20	HRS	\$75.00	20	\$1,500.00	0	\$0.00	20	\$1,500.00	100%
7	Pipe Culvert, Trenched, CMP, 12-Inch	15	LF	\$75.00	15	\$1,125.00	0	\$0.00	15	\$1,125.00	100%
8	Water Main, Trenched, PVC, 8-Inch	25	LF	\$90.00	25	\$2,250.00	0	\$0.00	25	\$2,250.00	100%
9	Water Main, Trenched, PVC, 12-Inch	5350	LF	\$88.60	5350	\$474,010.00	0	\$0.00	5350	\$474,010.00	100%
10	Fitting, Compact DI MJ, Various Sizes	13900	LBS	\$5.50	13900	\$76,450.00	0	\$0.00	13900	\$76,450.00	100%
11	Water Service Pipe, Copper, 1-Inch	470	LF	\$35.70	470	\$16,779.00	0	\$0.00	470	\$16,779.00	100%
12	Water Service Corporation, Ball Style, 1-Inch	8	EA	\$750.00	8	\$6,000.00	0	\$0.00	8	\$6,000.00	100%
13	Valve, Resilient Seat Gate Valve, 8-Inch	1	EA	\$2,520.00	1	\$2,520.00	0	\$0.00	1	\$2,520.00	100%
14	Valve, Resilient Seat Gate Valve, 12-Inch	8	EA	\$3,545.00	8	\$28,360.00	0	\$0.00	8	\$28,360.00	100%
15	Fire Hydrant Assembly	3	EA	\$7,046.00	3	\$21,138.00	0	\$0.00	3	\$21,138.00	100%
16	Curb and Gutter, 2.5-Foot, 6-Inch	50	LF	\$39.00	50	\$1,950.00	0	\$0.00	50	\$1,950.00	100%
17	Removal of Sidewalk	100	SY	\$9.00	100	\$900.00	0	\$0.00	100	\$900.00	100%
18	Removal of Driveway	400	SY	\$9.00	147	\$1,323.00	253	\$2,277.00	400	\$3,600.00	100%
19	Sidewalk, PCC, 4-Inch	100	SY	\$54.00	100	\$5,400.00	0	\$0.00	100	\$5,400.00	100%
20	Driveway, Paved, PCC	350	SY	\$93.50	0	\$0.00	350	\$32,725.00	350	\$32,725.00	100%
21	Driveway, Paved, HMA	15	TON	\$150.00	15	\$2,250.00	0	\$0.00	15	\$2,250.00	100%
22	Driveway, Granular	800	TON	\$16.00	800	\$12,800.00	0	\$0.00	800	\$12,800.00	100%
23	Full Depth Patches	120	TON	\$15.00	120	\$1,800.00	0	\$0.00	120	\$1,800.00	100%
24	Pavement Removal	460	SY	\$16.00	460	\$7,360.00	0	\$0.00	460	\$7,360.00	100%
25	Curb and Gutter Removal	50	LF	\$15.00	50	\$750.00	0	\$0.00	50	\$750.00	100%

TOTAL WORK COMPLETED (PAGE 1)

\$35,002.00

\$712,727.00

## CONTRACT PAYMENT NO.

5

## DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL				TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT		AMOUNT	QUANTITY	AMOUNT	
26	Temporary Traffic Control	1	LS	\$3,000.00	1	\$3,000.00	0	\$0.00	1	\$3,000.00	100%
27	Conventional Seeding, Seeding, Fertilizing, and Mulching	1.4	AC	\$2,500.00	1.4	\$3,500.00	0	\$0.00	1.4	\$3,500.00	100%
28	SWPPP Management	1	LS	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	100%
29	Riprap, Class D	80	TON	\$30.00	80	\$2,400.00	0	\$0.00	80	\$2,400.00	100%
30	Silt Fence or Silt Fence Ditch Check	220	LF	\$4.00	220	\$880.00	0	\$0.00	220	\$880.00	100%
31	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	220	LF	\$0.10	220	\$22.00	0	\$0.00	220	\$22.00	100%
32	Silt Fence or Silt Fence Ditch Check, Removal of Device	220	LF	\$0.10	220	\$22.00	0	\$0.00	220	\$22.00	100%
33	Stabilized Construction Entrance	80	SY	\$10.00	80	\$800.00	0	\$0.00	80	\$800.00	100%
34	Inlet Protection Device, Surface Applied	12	EA	\$1.00	12	\$12.00	0	\$0.00	12	\$12.00	100%
35	Inlet Protection Device, Maintenance	12	EA	\$1.00	12	\$12.00	0	\$0.00	12	\$12.00	100%
36	Mobilization	1	LS	\$62,500.00	1	\$62,500.00	0	\$0.00	1	\$62,500.00	100%
37	Maintenance of Postal Service	1	LS	\$100.00	1	\$100.00	0	\$0.00	1	\$100.00	100%
38	Concrete Washout	1	LS	\$100.00	1	\$100.00	0	\$0.00	1	\$100.00	100%
39	PVC Split-Rail Fence Remove and Replace	20	LF	\$25.00	20	\$500.00	0	\$0.00	20	\$500.00	100%
40	Temporary Construction Easements	1	LS	\$1.00	1	\$1.00	0	\$0.00	1	\$1.00	100%

TOTAL WORK COMPLETED (PAGE 2)

\$0.00

\$75,349.00

TOTAL WORK COMPLETED TO DATE

\$35,002.00

\$788,076.00

**CONTRACT PAYMENT NO.****5****DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE**

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	

**TOTAL CHANGE ORDER WORK****\$0.00****\$0.00****TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE**

\$788,076.00

Less: Amount Retained Per Contract 5%

\$39,403.80

Value of Stored Materials (See Attached List)

\$0.00

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$748,672.20

Less: Previous Amount Earned

\$715,420.30

**BALANCE DUE TO CONTRACTOR THIS PAYMENT****\$33,251.90**

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

**CONTRACTOR: TOP GRADE EXCAVATING, INC.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

**ORIGIN DESIGN CO.**

BY: \_\_\_\_\_

TITLE: Water Resources Team Leader

DATE: \_\_\_\_\_

Marc Ruden, P.E.

**APPROVAL OF OWNER:**

AMOUNT PAID \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACT PAYMENT NO.**

5

PA

## LIST OF STORED MATERIALS

Supplier	Invoice No.	Total Invoice		Total Stored On-Site
J & R Supply	2203343-IN	\$203,840.00	less materials installed to date	\$0.00
J & R Supply	9203343-IN	\$101,920.00	less materials installed to date	\$0.00
J & R Supply	2203344-IN	\$93,620.00	less materials installed to date	\$0.00
COPIES OF THE ABOVE INVOICES INCLUDED WITH PAYMENT NO. 1				
			TOTAL STORED MATERIAL	\$0.00



**CHANGE ORDER**  
For Local Public Agency Projects

No.: 2Non-Substantial: ☒Substantial: ☐
 \_\_\_\_\_  
 Administering Office  
 Concurrence Date
Accounting ID No. (5-digit number): 38856Project Number: TAP-R-2160(617)--8T-31Contract Work Type: PCC Sidewalk/TrailLocal Public Agency: City of DyersvilleContractor: Tschiggfrie Excavating CompanyDate Prepared: June 8, 2023

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

## A - Description of change to be made:

8002 - Add Item "Saw Taper on HDPE Pipe" Contractor to saw taper the HDPE pipe, reset the rodent guard. Method of Measurement shall be by engineer count of each pipe end to be sawed. Basis of Payment shall be by each. Payment is full compensation for all materials, labor and equipment required to complete the Saw Taper on HDPE Pipe.

## B - Reason for change:

8002 - The city plans to mow the area adjacent to the trail. The plans did not call for tapered ends on the pipes under the trail to match the side slope, which is important to allow mowing without damaging the mowers and pipe ends.

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

8002 - Agreed Unit Price

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

8002 - See attached cost justification.

E - Contract time adjustment: ☒ No Working Days added☐ Working Days added: \_\_\_\_\_ ☐ Unknown at this time

Justification for selection:

Working days will not be charged for this work.



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

Change Order No.: 2

## F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
				Add Row	Delete Row	TOTAL

## G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
X		8002	2599-9999005	Saw Taper on HDPE Pipe	\$202.95	16.000	\$3,247.20
				Add Row	Delete Row	TOTAL	\$3,247.20

## H. Signatures

Signatures will be applied through DocExpress.



425 Julien Dubuque Dr.  
Dubuque, IA 52003

P.O. Box 3280  
Dubuque, IA 52004

Ph: (563) 557-7450

Fx: (563) 557-7585

<b>To:</b>	CITY OF DYERSVILLE	<b>Contact:</b>	City of Dyersville
<b>Address:</b>	340 - 1st Ave E. Dyersville, IA 52040	<b>Phone:</b>	(563) 875-7724
		<b>Fax:</b>	(563) 875-8238
<b>Project Name:</b>	BO# 105 - Dubuque - Dyersville - PCC Sidewalk/Trail Sawing Of HD	<b>Bid Number:</b>	
<b>Project Location:</b>	Dyersville, IA	<b>Bid Date:</b>	6/2/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		SAW TAPER ON HDPE PIPE/RESET RODENT GUARDS/RESHAPE SOIL AROUND HDPE PIPE	15.00	EACH	\$202.95	\$3,044.25

**Total Bid Price:** \$3,044.25

**Notes:**

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

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

Tschiggfrie Exc. Co.

**Authorized Signature:**

*Ben Kramer*

**Estimator:** Ben Kramer  
(563) 542-0586 bkramer@tschiggfrie.net



**TSCHIGGFRIE INVOICE**

Item 23.

**Project:** Dyersville Heritage Trail**Bill To:** Origin Design**Address:** 137 Main St Suite 100**City, St, Zip:** Dubuque, IA. 52001**Attn:** Julie Neebel**Ph:** 563-556-2464**Fx:****Location:** Dyersville IA. 52040**Date Completed:** Fri, Jun 02, 2023**LABOR & EQUIPMENT**

DESCRIPTION	SKU#	QTY	UNITS	UNIT PRICE	TOTAL
Saw taper on pipe/Adjust rodent guards/Reshape soil					
Foreman	LA01	0.33	HRS	@ 155.00 =	\$51.15
Operator	LA02	0.33	HRS	@ 110.00 =	\$36.30
Laborer	LA03	0.66	HRS	@ 90.00 =	\$59.40
JD 60 Exc 6.8T	EX03	0.33	HRS	@ 170.00 =	\$56.10

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\$202.95**MATERIALS**

DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
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\$0.00**TOTAL** **\$202.95**

**Dyersville City Administrator  
Deferred Compensation Calculation  
2024**

(1) Current Salary		132,600	
Multiplied by 2.5%		<u>2.5%</u>	3,315
(2) Current FY total taxable property valuations (TTPV)	(A)	333,714,067	
Previous FY TTPV	(B)	332,269,238	
Difference (A)-(B)	(C)	1,444,829	
Divided by Previous FY TTPV '(C)/(B)	(D)	0.43%	
Multiply (D) by (1)			14
(3) Figure above multiplied by factor -		100	
<b>Calculated deferred Compensation</b>		<b>\$</b>	<b>1,441</b>

### Section 7: Retirement

The Employer agrees to enroll the Employee into Iowa Public Employees Retirement System (IPERS) and during the life of this Agreement to make all of the appropriate contributions as required to IPERS.

The Employer agrees to take all actions necessary, including executing the necessary agreements, to provide a tax deferred qualified plan selected by the Employee. The annual payment, up to a maximum 10% of the then current base salary, will be deposited on behalf of the City Administrator in an amount based on the following formula:

1. The then current base salary multiplied by 2.5%.
2. The figure from (1), above, multiplied by the following: current fiscal year Total Taxable Property Valuation (TTPV) less the previous fiscal year TTPV, divided by the previous fiscal year TTPV.
3. The figure from (2), above, multiplied by 100%.

The total figure shall be recalculated at the beginning of each fiscal year. The Employer shall make said payment on the first pay period of each fiscal year commencing July 1, 2019, and shall transfer ownership to Employee upon Employee's resignation or termination. Employee is vested and shall not be required to contribute to the tax deferred qualified plan. However, the Employee may voluntarily contribute a portion of his compensation to the plan at no expense to the City.

**Note: Step 3 indicates 100%; my understanding is that intention is 100 not 100%. If the amount should be 100%, then figure in step 3 would be 1 rather than 100 and calculation total would change**





***WILL BE CLOSED ON THE***

***4<sup>TH</sup> OF July***

***TUESDAY JULY 4TH 2023***

**ALL TUESDAY ROUTES WILL BE DONE  
SATURDAY JULY 1ST 2023**

**THIS INCLUDES THE CITIES OF GREELEY,  
EDGEWOOD AND  
DYERSVILLE (TUESDAY PICK UP ONLY).  
DYERSVILLE WILL ALSO HAVE RECYCLING  
PICKED UP THAT DAY.**

**LET US KNOW IF YOU HAVE QUESTIONS OR CONCERNS  
BY CALLING 563-875-9076**







320 1st Ave E  
Dyersville, Iowa 52040

Phone: 563-875-8  
Fax: 563-875-6162

Item 26.

librarian@dyersville.lib.ia.us

Web: www.dyersville.lib.ia.us

**James Kennedy Public Library  
Report to the Mayor and City Council  
June 19, 2023**

*Highlights from the Librarian's Report to the Board of Trustees for May 2023 are:*

- 7,419 items were checked out. This is an 4.5% increase from May 2022. Fiscal year to date, circulation is up 5.4%
- 36 library cards were issued to new patrons. Fiscal year to date, 306 new library cards have been issued.
- 93 programs were offered in person, virtually, remotely, and as activity kits. 3,625 people engaged with these activities.
- Four public access computers and three children's computers were available and were used for 150 hours and 404 sessions. Year to date computers were used for 1,674 hours and 4,342 sessions.
- WiFi Use: 345 sessions, 290 visits, and 69 unique users
- There were 4,637 library visits.

*Library Services:*

At the June 13, 2023 the JKPL Board of Trustees voted to return to normal services.

*Upcoming Events:*

Enclosed please find a copy of the June events schedule, as well as a preliminary schedule of events planned for July. Some of the programs scheduled include bubbles at the June Downtown Market, as well as a summer tea and music, science, and magic programs. Summer Reading Programs for all ages continues throughout July and include special program and activities featuring the theme *Find your Voice*. Fundraising events for this summer include a new Book Art event where members of the community are invited to upcycle books and book pages to create works of art.

Prepared by: Shirley Vonderhaar, Library Director

# JAMES KENNEDY PUBLIC LIBRARY MONTHLY REPORT

## Librarian's report to the Board of Trustees

Month: May-23  
 YTD: July-22 to May-23  
 Previous YTD: July-21 to May-22

### Library visits

Month 4637 (↑ 6.1%)  
 YTD 47042 (↑ 24.6%)

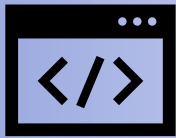
### Items loaned

7419 (↑ 4.5%)  
 81448 (↑ 5.4%)

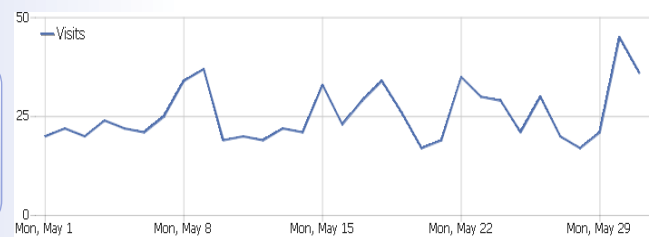
### Library cards issued

City resident	Total
19	36 (↑ 20%)
166	306 (↑ 53%)

## Website traffic



Visits	Average visit duration
791	1:29



## Computer use



Hours			Sessions		
Month	YTD	Prev. YTD	Month	YTD	Prev. YTD
150	1674	1360	404	4342	3252

## Wifi use



Sessions		Visits		Unique visitors	
Month	YTD	Month	YTD	Month	YTD
345	4232	290	3469	69	261

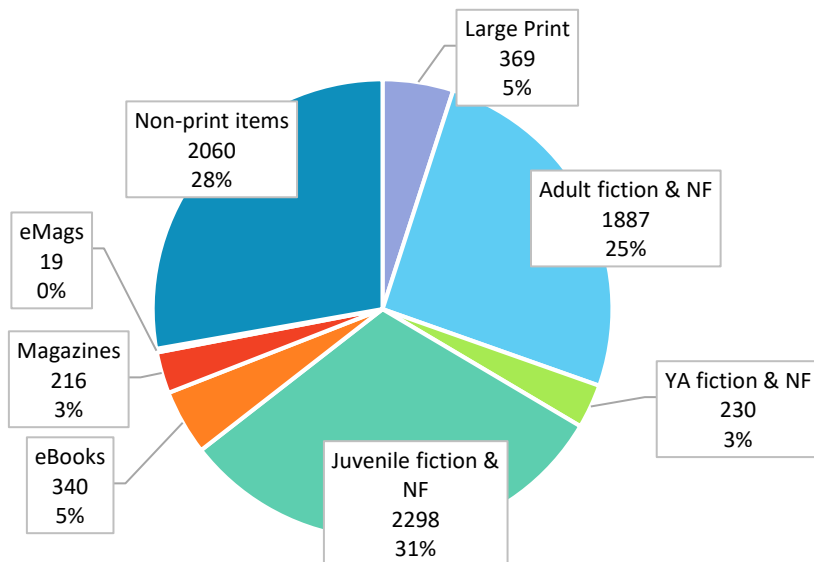
## Meeting room use



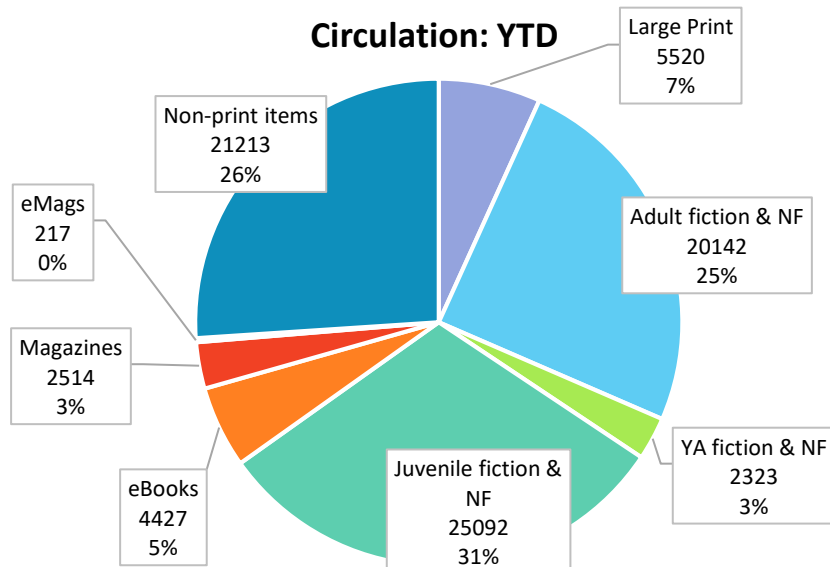
Month	YTD	Prev. YTD
54	634	336

## Circulation

Circulation: Month



Circulation: YTD



## Non-print items

## Month

## YTD

eAudio	459	4449
Adult & YA audio	96	1219
Juvenile audio & kits	17	154
Adult & YA video	622	7320
Juvenile video & DVD	380	3145
Games, LoT, etc.	486	4926
<b>Total</b>	<b>2060</b>	<b>21213</b>

## Music

Downloads: 5  
Streams: 0  
Total YTD: 96



## Video (film and TV)

Downloads: 0  
YTD: 52



Visits: 79  
YTD: 1711



## Online Learning

Sessions: 7  
YTD: 145



## Languages

Sessions: 1  
YTD: 165



## Genealogy

Visits: 694  
YTD: 5093



## Collection

## Items purchased

Month: 280  
YTD: 2827

## Items donated

Month: 34  
YTD: 629  
Prev. YTD: 711

## Items withdrawn

	Month	YTD
Books	7	2370
Audio	0	720
Video	0	380
Other	1	90
<b>Total</b>	<b>8</b>	<b>3560</b>

## Summary of additions

	Large print	Adult fiction	Adult & YA NF	YA fiction	Juvenile fiction	Juvenile NF	eBook & eAudio	Adult & YA audio	Juvenile audio	Adult & YA video	Juvenile video	CDs, games, misc.	Total
Current month	13	136	24	3	56	47	0	5	2	21	1	6	314
Previous month	14	135	30	31	100	43	11	12	2	28	7	11	424
Current YTD	191	1114	335	189	704	194	124	107	12	281	77	128	3456
Previous YTD	201	987	383	209	788	170	142	137	20	494	122	290	3943

## Programming

## Take and Make &amp; Recorded Programs



Program	Views	Engagements	Views	Prep time (hrs)	Kits
*Adult Crafternoon - kit only this month (A)		NA	NA	1	1
CS: Handprint Rabbit - kit only this month (C.)		NA	NA	0.5	20
KCC - Catch the Bead Game - kit only this month (C.)		NA	NA	2	28
*Upcycled Greeting Cards (GI) - cancelled		NA	NA	NA	NA
Carryover April programs - 2 programs	29	4	2	NA	NA
*program included in-person component					

## Virtual/Sharing/Passive or Kit programs

Program	Kits or Participants	Prep time (hours)
Coloring, Creating, & Doing (A)	222	3.25
Get Puzzled (A)	70	0.25
Public Works Week Activity Kits	58	4
Children's Book Week Passive Event (C.)	50	3
Bridge to Reading (PreK)	260	4
StoryWalk® - Sheep Take a Hike (C)	1058	4.5

Funded by DRA, Friends of the JKPL, and Osterhaus Memorial



## In-Person and Hybrid Programs

Program	Attendance	Prep time (hours)
Story Time & Wee Read- in person onsite (PreK) - Not held in May	NA	NA
Outreads to Daycares - in person offsite (PreK) - not held in Summer	NA	NA
Building Creativity One Block at a Time - in person onsite (C.)	11	1.5
Hybrid Sit & Stitch - 5 sessions - in person and Zoom(A)	30	1
Books for Lunch: <i>Sitting Pretty</i> - in person and Zoom (A)	9	1.5
Hybrid Dungeons & Dragons - in person and Discord (GI)	4	2.5
Inspirational Fiction book club- in person and Zoom (A)	7	2
Game Night - in person onsite (GI)	9	3.5
Strength Training for Older Adults - 8 sessions - in person (A)	107	8
Ellen Kennedy Living Center program - in person off site (A)	11	2.25
Bingo Party - in person onsite (A)	6	3
JKPL Writing Group - in person and Zoom (A)	4	2
*Adult Crafternoon - in person, kit, and recorded content (A)	3	2
STEAM Fun Fridays - in person onsite (C.) - 3 sessions	6	2.5
Euchre / Dominos Party - in person onsite (A) - 4 sessions	22	0.5
Cricut with Christopher- in person onsite (GI) - Watercolors	2	.5 (+2 vol)
Strings Club - in person onsite (A)	3	.25 (+2 vol)
Teen Sketching Session - in person onsite(YA)	3	2.5
5000 Blankets: Movie Showing - in person onsite (GI)	7	2
Pop-Up Library at Happy Healthy You Event - in person offsite(GI)	44	6
CBW - Fonzi at Xavier School - 7 sessions (C.)	165	6
CBW - Fonzi at Dyersville Elementary School - 7 sessions (C.)	182	6
Bar Crawl for International No Diet Day - 1 person onsite (GI)	4	2
PreSchool Library Tours (PreK) - 5 sessions - in person onsite	100	3
JKPL Writing Group - in person and Zoom (A)	4	2
SRP Promo at WD & Xavier (PreK & C.) - 13 sessions	636	4
SRP Promo at Kid Project (PreK)	17	0.5
Dyersville U Presentation - 1 person offsite(A)	12	1.25
Unlocking Brain Fitness - 2 sessions - in person onsite(A)	27	6 (+13 vol)
1000 Books Before Kindergarten Awards Ceremony - onsite (PreK)	32	3.5
Kids AIR: <i>Lonely Heart of Maybelle Lane</i> Book Discussion - offsite (C.)	147	8
Explore Journaling - 4 sessions - in person onsite (A)	5	.25 (+8 vol)
Public Works Week Visit at Dyersville Elementary (C.)	105	2
Public Works Week Visit at St. Francis Xavier School (C.)	62	2
Heartland's Future: BUS-eum Exhibit - 1 person onsite (GI)	28	1
Heartland's Future: Climate Change Presentation - in person onsite (GI)	10	0.25
Kobolds Ate My Baby Role Playing Game - in person onsite (GI)	4	2

## Zoom programs

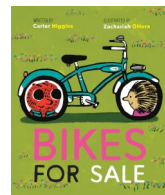
Program	Attendance	Prep time (hours)
Third Thursday Hoover and Criminal Justice Partnership with the Hoover Presidential Library	3	NA

## Upcoming Events in June:

**June 1—30: Creation Station Craft: Egg Carton Dinosaurs!** Stop in and craft in the Creation Station at the library or grab a kit and create at home! This month's activity is an Egg Carton Dinosaur Craft. Kit includes most needed supplies and instructions. A video demonstration may also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.

**June 1—30: Kids Can Craft: Mini Books.** Kids age 7 and up can pick up this kit at the desk and craft in the Creation Station or grab a kit and create at home! This month's craft is a homemade mini book. Kit includes instructions plus all supplies needed, except glue. A video demonstration may be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.

**June 1—30: Westside Park StoryWalk®: "Bikes for Sale" by Carter Higgins.** Families are invited to walk the StoryWalk® at Westside Park which begins south of the parking lot by the baseball diamond. Walk the trail and read the story to your children. Scan the QR code on the last post and answer the questions to be entered into a monthly prize drawing. No QR scanner? No problem! Use the tiny url listed below the QR code, answer the questions and be entered into the prize drawing. The StoryWalk® is made possible by the Dubuque Racing Association, Friends of the Library, and the Richard Osterhaus Memorial Fund. The StoryWalk® Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg-Hubbard Library. Storywalk® is a registered service mark owned by Ms. Ferguson.



**June 1—30: Coloring, Creating and Doing @ Your Library.** The JKPL is continuing to offer coloring pages, dot to dot, crosswords, sudoku, and other activity pages for you to enjoy at the library or at home. They are intended for adults and teens. Each pack will include ten different items and are available while supplies last. If you want to work on the activities while at the library, colored pencils, markers, and more are available in the Creation Station or to check out from the front desk.

**June 1—30: Get Puzzled @ Your Library.** Stop in the library this month to help us put together a new jigsaw puzzle. This month's puzzle is *Dairy Bar*. The puzzle is located on the table under the skylight and everyone is welcome to add a piece or two or more. Everyone who works on the puzzle is encouraged to put their name into a drawing to win the puzzle. Please stop at the front desk to get your name entered.

### Thursday, June 1: Adult Summer Library Program "Find Your Voice" Begins!



The theme for this year's summer program is *Find Your Voice*! Our voices have power. We use our voices to share stories, express ourselves, and spark change. Our voices include not only the sounds we make, but the words we write, the art we create, the movements we perform, and the actions we take each day to impact our world. The goal of all the JKPL summer library programs is to encourage patrons to read for pleasure, help them maintain and improve their reading skills, encourage them to become lifelong library users, and establish reading as a foundation for lifelong success. Join us this summer at the JKPL for fun and learning and find your voice! Everyone 18 and older is encouraged to participate in the program.

- The program runs June 1—August 31.
- Registration for the adult program begins on June 1 and adults are welcome to join throughout the summer.
- Participants will receive a bookbag, bookmark, and a free book just for registering.
- Use the paper log to track books read and activities completed to earn prizes:
  - \*For each item completed, the participant's name will be entered into the prize drawing.
  - \*For each four items completed, participants will be able to select an item from the prize box or another book.
  - \*Participants completing at least sixteen activities, which must include reading at least four books, will have completed the program. They will earn a special prize and have their name entered into the grand prize drawing for the Book Lover's Basket and other prizes.
- The adult summer library program is sponsored by the Friends of the James Kennedy Public Library.

**June 1—30: Find Your Voice—Support Your Favorite Format!** During the month of June, library visitors are encouraged to share their voice by voting on their favorite format. Do you enjoy reading large print items? Or do you prefer listening to a book on a compact disc or Playaway? Or do you like to download and read books on your phone or other device? Let us know by voting for your favorite formats. Visitors of all ages are welcome to vote each time they visit the library by putting a pompom in the jar that represents their favorite. Each vote also earns an entry into a drawing to win the opportunity to select an item of your choice to be added to the library collection.



**June—August: Find Your Voice Reading Recommendations!** Do you like to recommend books to others? Or enjoy reading something recommended to you? For this year's adult summer library program, we are adding a special Reading Recommendations activity! When you finish a book you love, pick up a "Read This" bookmark and write on it why it should be read. Give the bookmark to a staff member to get your name entered into a drawing for a JKPL themed swag bag that will include a tote bag, book journal, adopt-a-book form, and more! Staff will put the bookmark in the appropriate book and display them in the library for others to discover and enjoy!

**Thursdays and Mondays, June 1, 5, 8, 12, 15, 19, 22, 26, 29: Strength Training for Older Adults @ 10:00 am.** Older adults of any age and fitness level are invited to join this special exercise program made possible by a partnership between the Geri-Fit® Company and the James Kennedy Public Library. Participants will exercise to a Geri-Fit® DVD and most of the exercises will be performed seated in a chair. There is no dancing or aerobics involved. Classes are on Mondays and Thursdays and last approximately 45 minutes. For best results, participants should attend as many of the sessions as possible. Each participant will need a set of 2 or 3-pound dumbbell weights, a medium weight stretch band, and water to drink. Space is limited so registration is required.

Item 26.

**Thursday, June 1 & 15: Pop-Up @ the Farmer's Market from 3:00—5:00 pm.** The JKPL will be reaching out to the community by visiting the Dyersville Farmer's Market on the first and third Thursdays in June, July and August! Visitors will learn about what the library has to offer, get their questions answered, and select a free book to keep from the pop-up library. Take-and-make activities may also be available. The library will bring a hotspot and provide WiFi Access! The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL.

**Thursday, June 1: Art in the Park from 3:00—4:00 pm.** Join us at the Farmer's Market once a month during the summer to get creative! This month kids will make crayon rubbing art. Kids may choose to use textured surfaces provided by the library or explore the park to find their own (tree trunks, park equipment, etc.) All ages welcome, but children who are too young to understand they need to keep the crayons on the paper will need an adult companion.

**Thursdays, June 1, 8, 15, 23 & 29: Explore Journaling @ 6:30 pm.** Are you looking for a time and place to work on your journals? The JKPL is here for you! Local journalist Karen Schloss will be at the library on Thursdays from 6:30 to 8:00 pm with advice, inspiration, and supplies. Some basic supplies will be available but participants are encouraged to bring their own. Registration is encouraged but not required.

**Fridays, June 2, 9, 16, 23: Euchre Card Party & Games from 1:00—3:30 pm.** Join us Friday afternoons for cards, dominoes, or other games in the Hoffman Room. Come meet, teach, and play with other players. The library has some games or you are welcome to bring your own.

### **Saturday, June 3: Historic Tales of Old Dubuque with John T. Pregler @ 11:00 am**

Research-historian John T. Pregler is the author of the book, *Historic Tales of Old Dubuque*. Mr. Pregler is an independent researcher, historian and author born and raised in Dubuque, Iowa, where his family has resided since the 1840s. John has been studying local and regional history of national importance for 40 years. He will be at the library to discuss the six vignettes in his new book covering forgotten Dubuque history. Copies of the book will be available to purchase from the author. Sponsored by the Friends of the James Kennedy Public Library.



**Saturday, June 3: Movies @ Your Library presents "80 For Brady" @ 1:00 pm.** After decades of dreaming, a quartet of older women, who are dedicated football fans, finally decides to make a pilgrimage to the Super Bowl for the once-in-a-lifetime chance to meet their favorite player, noteworthy NFL mainstay Tom Brady. Rated PG-13 (98 minutes).

**Saturday, June 3: Nerf War @ Your Library from 4:00—6:00 pm.** Bring your Nerf gun and ammo and head to the library for this bi-monthly Nerf War! Participants must be 13 or older and anyone under 18 must have a signed parental waiver. Registration requested as 10 people are required to hold the program and a max of 20 is allowed. Walk-ins welcome, if space allows. Participants must provide their own Nerf guns and ammo but no modifications to darts or guns to increase range or hitting power will be allowed.

### **Monday, June 5: Children and Teen Summer Reading Programs Begin!**

School's out for summer, which means there is plenty of time for reading to prevent the dreaded summer slide (loss of reading skills over the summer) or just for fun! Our theme for this summer is *Find Your Voice*. We've lined up fun activities, programs, crafts, and story times that reflect the theme. Children and teens may register at the library beginning June 5. The programs for everyone from age 0 to 18 runs June 5—July 28. Details for each program are below:



#### **Children under age 3**

- Receive a page of fun brain-building activities and a book at registration.
- Once they and their adult complete all the activities they will receive a free ice cream cone and prize from our prize box.
- Sponsored by the Friends of the James Kennedy Public Library.

#### **Kids age 3+ (including those who have completed 5th grade)**

- Receive a book bag, free book, and other goodies, including a ball chain necklace or cable ring at registration.
- Kids will keep track of how many minutes they read or are read to, and earn beads and brag tags to add to their chains.
- Kids also earn beads for attending library events.
- After reading 6 hours, participants will earn a prize from the prize box. After reading 12 hours, kids will earn an entry into the grand prize drawing, a brag tag, a guess at the guessing jar, and a free cone from Dairy Queen.
- Kids can keep reading and attending programs for more beads, grand prize entries and brag tags, but will receive only one cone, one guess, and one prize from the prize box.
- Sponsored by the Friends of the James Kennedy Public Library.

#### **Teens who have completed 6th-12th grade**

- Receive a free book when registering!
- Participants will be given a game board of challenges to read different types of books or to use some of the services available at the library. For each color coded set that is completed, the participant will earn an entry into the prize drawings.
- Participants that fill out reviews on the books they read will earn extra entries for prizes.
- Sponsored by TACKL (Teen Advisory Council for the Kennedy Library)

**Monday, June 5: Books for Lunch Book Discussion @ 12:00 noon.** This group gathers on the first Monday of each month at noon. This month the group will discuss the 2023 All Iowa Reads book for teens, *Firekeeper's Daughter* by Angeline Boulley. Copies of the book are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. New members are welcome to join at any time. If you need a link to the Zoom room, email [librarian@dyersville.lib.ia.us](mailto:librarian@dyersville.lib.ia.us) by 10:00 am on the day of the program and an invitation to the Zoom room will be emailed to you. Item 26.



**Tuesday, June 6: Find Your Voice with Rock Painting @ 10:00 am.** Rock painting has been popular for years but this year we are adding a twist. Kids ages 3-11 will paint 2 rocks to look alike. Kids will take one rock and hide it somewhere around town. The second rock will stay on display at the Library. As the matching rocks are found and brought back to the library, they will be put on display with their "twin." Rocks will be returned to their finders after the summer reading program is over. Be sure to follow us on Facebook or Instagram as we will announce matches as they are made! Sponsored by the Friends of the James Kennedy Public Library.

**Tuesday, June 6: Dungeons and Dragons Players Club @ 6:00 pm.** Join us for this monthly gaming event for D & D players that meets in-person or you can join remotely via Discord. This group meets the first Tuesday of every month and new players of all ages and skill levels are welcome. The library has materials available but feel free to bring your own. To join via Discord, contact Paul at [Pzurawski@dyersville.lib.ia.us](mailto:Pzurawski@dyersville.lib.ia.us) by 2:00 pm the day of the program to receive the server invite.

**Wednesdays, June 7, 14, 21, 28: Sit and Stitch from 1:00—3:00 pm.** Grab your hobby or craft and join other crafters at this fun gathering. There are lots of laughs, great company, conversation, and even some crafting! Participants are welcome to attend in person in the Hoffman Room or remotely via Zoom. New members are welcome to join at any time. If you are a new participant and wish to join virtually, please email [librarian@dyersville.lib.ia.us](mailto:librarian@dyersville.lib.ia.us) by 10 am on the date of the gathering and an invitation will be emailed to you. The same Zoom room link is used each week, and the room is opened upon request.

**Wednesdays, June 7, 14, 21, & 28: Story Time @ 9:30 am & 6:30 pm.** Parents and caregivers are encouraged to bring their preschoolers to the Summer 2023 sessions of Preschool Story Time. Story Time is open to 3, 4 and 5 year olds who have not been in Kindergarten and will be offered on Wednesdays at 9:30 am. Story Time for all ages will be held at 6:30 pm. Programs will run June 7—July 12. Registration is required as space is limited. You may register in person or by phone.



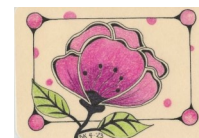
**Wednesdays, June 7, 14, 21, & 28: Wee Read @ 10:30 am.** Parents and caregivers are encouraged to sign up and bring their preschoolers to the Summer 2023 sessions of Wee Read. Wee Read is for children under 3 and their caregiver. Programs will run June 7—July 12. Registration is required as space is limited. You may register in person or by phone.

**Thursday June 8: Upcycling Greeting Cards for Father's Day from 1:00—2:00 pm.** Staff member Ann will be on hand to show you how to use the fronts of donated greeting cards combined with glue and cardstock to make entirely new greeting cards. There will be kits in the creation station area to pick up through June 18th. Each kit includes a Father's Day themed greeting card front with coordinating cardstock and an envelope. All you need is glue. Kits available while supplies last.

#### **Thursday, June 8: Drawing Happiness: Creating with Pen and Ink 1 @ 6:00 pm**

Using repetitive patterns as a "foundation" for our drawings, class participants will create simple yet beautiful floral, leafy, organic images. The drawings look complicated, but each one will be broken down into easy-to-follow steps. No art experience is necessary! Be sure to check out the display in the library for samples of class drawings!

- This two-part class will be led by Dianne Kramer.
- This class is intended for adults.
- There is a maximum of 16 participants in the class, so registration is required by 7pm on June 6.
- Please bring the following materials to the class: pencil, eraser, fine-lined black ink pen, colored pencils, ruler.
- All other materials will be supplied. Class sets of materials will be available to borrow.
- The second class will be held on June 22.
- People are welcome to register for one or both classes.

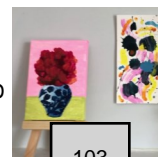


**Friday, June 9: Pop-Up at Downtown Summer Nights from 6:00—8:00 pm.** The JKPL will be reaching out to the community by "popping up" at Downtown Summer Nights at Legacy Square! Visitors will be able to select a free book to keep from the pop-up library as well as learn more about library services. The JKPL Fundraising Committee will be on hand selling frozen treats to support the special collections and services of the library. The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL.



**Friday, June 9: TACKL Fun and Games @ Downtown Summer Nights from 6:00—9:00 pm.** Join the Teen Advisory Council to the Kennedy Library (TACKL) at Downtown Summer Nights for fun, free games for kids. Everyone walks away with a prize for playing! This event is sponsored by the Dyersville Chamber of Commerce.

**Saturday, June 10: Find Your Voice with Tiny Art for Kids @ 10:00 am.** Young artists between the ages of 7—12 are invited to create a tiny masterpiece to be displayed at the library. Kids will receive a 4"x 4" canvas, easel, paints, and palette then listen to music while they are painting. All art will be on display until July 15, then artists will be able to take their creations home. No artistic ability is required, just the desire to create! Registration is requested so that enough supplies will be available. Funded by the Friends of the James Kennedy Public Library.





**Saturday, June 10: World Wide Knit in Public Day Open House and Yarn Swap from 1:00—3:00 pm**

Held on the second Saturday of June, WWKIP Day is a special annual event to celebrate knitting and all fiber crafts as a community activity. The theme is *Better Living Through Stitching Together*. Join the JKPL Sit 'n' Stitch group in the library to celebrate this special day. Visitors are invited to bring a project to work on, or just come see these talented crafters in action and learn about crafting! Visitors are also encouraged to bring yarn that is no longer needed and perhaps swap it for something that grabs your attention.

Item 26.

**Saturday, June 10: Teen Quiz Bowl @ 5:00 pm.** Want to test your knowledge and try to win some prizes? The Quiz Bowl will consist of 3 rounds, each consisting of various questions on core subjects including Arts, Literature, Science, Pop Culture, and History. Participants can register to be on one of three teams (Maximum of 6 players per team). Registration is requested, and walk-ins are welcome if there is space on a team. For ages 13-18 only. Spectators are welcome! This program is sponsored by TACKL.



**Monday, June 12: Adult Crafternoon: Seashell Frames from 1:00—3:00 pm.** Join us this month to make seashell frames. Stop in the library to create and take home your finished project. If you prefer, you can pick up a take-and-make kit and craft on your own at home. The instructional video for how to do the craft will be posted on both the library's Facebook and YouTube pages starting June 13th and kits will be available while supplies last.



**Tuesday, June 13: Virtual Visit with Author Sequoia Nagamatsu @ 7:00 pm.** Join us at the JKPL, or participate from home, for this virtual visit with author Sequoia Nagamatsu. He is the author of *How High We Go In the Dark*, the 2023 All Iowa Reads selection for adults. The author will be joined by a moderator to discuss his books, creative process, and hear questions from attendees. Guests are welcome to come to the JKPL and view the presentation or participate from home. To participate at home please register at: [www.statelibraryofiaowa.gov/index.php/AIR](http://www.statelibraryofiaowa.gov/index.php/AIR). Attendees will have the option to submit a question ahead of time when registering, or may include a question in the chat during the event. Reading the author's book in advance is encouraged. The State Library is sponsoring these conversations to give all Iowans a chance to hear from the All Iowa Reads authors.

**Wednesday, June 14: Virtual Visit with Author Niki Smith @ 2:00 pm.** Join us at the JKPL, or participate from home, for this virtual visit with author Niki Smith. She is the author of *The Golden Hour*, the 2023 All Iowa Reads selection for kids. The author will be joined by a moderator to discuss her books, creative process, and hear questions from attendees. Guests are welcome to come to the JKPL and view the presentation or participate from home. To participate at home please register at: [www.statelibraryofiaowa.gov/index.php/AIR](http://www.statelibraryofiaowa.gov/index.php/AIR). Attendees will have the option to submit a question ahead of time when registering, or may include a question in the chat during the event. Reading the author's book in advance is encouraged. The State Library is sponsoring these conversations to give all Iowans a chance to hear from the All Iowa Reads authors.



**Thursday, June 15: Find Your Voice with Creek Stomping @ 1:00 pm.** Get your feet wet and learn about the amazing critters that live in our ponds and streams! Dubuque County Conservationist Jason Denlinger will lead us in exploring the creek at West Side Park. We will search for aquatic animals and plants, learn about the importance of water quality, and how we can monitor creeks and streams in our neighborhoods. This program is appropriate for ages 4 and up, but children under 7 should have an adult or mature teen companion. We will meet under the 3rd Street SW bridge (the one that crosses Bear Creek going toward the hospital. Park in the parking lot by the baseball diamonds at West Side Park and then walk south along the trail until you are under the bridge.) Please plan to wear shorts or pants that can be rolled up, and rain boots or other waterproof footwear.



**Thursday, June 15: Virtual Visit with Author Angeline Boulley @ 4:00 pm.** Join us at the JKPL, or participate from home, for this virtual visit with author Angeline Boulley. She is the author of *Firekeeper's Daughter*, the 2023 All Iowa Reads selection for teens. The author will be joined by a moderator to discuss her books, creative process, and hear questions from attendees. Guests are welcome to come to the JKPL and view the presentation or participate from home. To participate at home please register at: [www.statelibraryofiaowa.gov/index.php/AIR](http://www.statelibraryofiaowa.gov/index.php/AIR). Attendees will have the option to submit a question ahead of time when registering, or may include a question in the chat during the event. Reading the author's book in advance is encouraged. The State Library is sponsoring these conversations to give all Iowans a chance to hear from the All Iowa Reads authors.

**Thursday, June 15: Lou Henry Hoover's White House Years @ 6:00 pm.** When Lou Henry Hoover moved into the White House on March 4, 1929, she looked forward to using her influence to strengthen the areas that were near and dear to her heart: women's opportunities; the arts; and private philanthropy. The onset of the Great Depression challenged Lou's plans, but she saw new opportunities for serving the nation and remained undaunted. Lou continued to blaze a trail of achievements that have often been forgotten. The JKPL has partnered with the Hoover Presidential Library to present their 3rd Thursday Virtual Programs. This is the first of a 3-month 'Best Of' series of 3rd Thursday programs. This program originally aired in May of 2022. Registration is required so please register at <https://bit.ly/TTLou>.

**Saturday, June 17: Building Creativity One Block at a Time: a LEGO® program from 10:00—11:00 am.** This month's theme is *Reading Time*. This program is for all ages but children under 7 must be accompanied by an adult or older partner. This LEGO® program is part of a monthly LEGO® building block program at the library sponsored by DuTrac Community Credit Union. Each month there is a theme to help inspire creativity. Photos of the creations are displayed in the children's area of the library and on the library's social media pages. All children who participate have their names entered into a quarterly drawing for a special LEGO® related prize provided by DuTrac.



**Sunday, June 18:** Library closed for Father's Day



**Monday, June 19: Exotic Animals with Dr. Bechtel @ 1:00 pm.** Dr. Michael Bechtel, Associate Professor of Science Education at Wartburg College, loves animals and will be bringing some of his animal friends for us to meet. Dr. Bechtel (Bec) was born and raised on a dairy farm in Waukon, Iowa and was a high school science teacher for 20 years in Minnesota, Wisconsin, and Iowa. He has always incorporated exotic animals in his classrooms-- everything from poison dart frogs to African spur thigh tortoises to Malaysian seramas (miniature chickens). He has even created his own breed of mice! Families and children of all ages will have a blast at this engaging hands-on program. The program will be held in the parking lot adjacent to the library. Sponsored by the Friends of the James Kennedy Public Library.

**Monday, June 19: Bingo Party from 1:00—3:00 pm.** Come enjoy bingo at the JKPL! There is a two card limit, there is no cost to play, and there are prizes! Registration is recommended as space is limited. Bring your friends!

Item 26.



**Tuesday, June 20: Unlocking Brain Fitness: Dementia Prevention 2023 @ 1:00 pm**

Join us at the JKPL to view this 60 minute video on dementia prevention by Doctors Shah and Quinisk. In the video they describe simple lifestyle changes that anyone can make to help develop a healthier brain and body. Participants in the spring 2023 Unlocking Brain Fitness class are invited to stay after the presentation to socialize and share. Registration is encouraged but not required. Brain healthy snacks provided.

**Tuesdays, June 20, July 18, & August 15: Find Your Voice/Find Yourself Summer Book Club @ 6:30 pm**

Teens and adults are invited to participate in a special summer book club on the 3rd Tuesdays of June, July and August where we will discuss books about people finding themselves. Copies of each book will be available to check out from the library 3 or 4 weeks before the discussion date. The selections and dates are:

- June 20: *Weird Al, Seriously* by Lily E. Hirsch
- July 18: *Superman: American Alien* by Max Landis
- August 15: *Furiously Happy* by Jenny Lawson



Refreshments provided. If there is interest in participating virtually, a Zoom room will be opened. Registration is encouraged but not required.

**Tuesday, June 20: Inspirational Fiction: A Novel Approach to Faith Book Club @ 7:00 pm.** Join us for this book club that features a variety of books that weave religious faith into the characters and storylines. For this month we will be reading *The Nature of a Lady* by Roseanna M. White. Books are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. If you want to attend via Zoom and haven't attended before, please register by 12 noon on the day of the program at <https://bit.ly/NOVELAPPROACH> so a link to the Zoom room can be emailed to you. *Note: the date of book club was moved due to vacation conflict.*

**Thursday, June 22: Drawing Happiness: Creating with Pen and Ink 2 @ 6:00 pm**

Using repetitive patterns as a "foundation" for our drawings, class participants will create simple yet beautiful floral, leafy, organic images. The drawings look complicated, but each one will be broken down into easy-to-follow steps. No art experience is necessary! Be sure to check out the display in the library for samples of class drawings!

- This two-part class will be led by Dianne Kramer.
- This class is intended for adults.
- There is a maximum of 16 participants in the class, so registration is required by 7pm on June 20.
- Please bring the following materials to the class: pencil, eraser, fine-lined black ink pen, colored pencils, ruler.
- All other materials will be supplied. Class sets of materials will be available to borrow.



**Friday, June 23: Game Night @ Your Library @ 6:00 pm.** Bring your favorite game (card game, board game, role playing game, or video game) and meet, teach, and play with others! Game night is held on the 4th Friday of every month. All ages welcome but those under the age of 7 need a teen or adult companion.

**Saturday, June 24: Pop-Up @ the Dyersville Downtown Market from 8:00 am—12:00 noon.** The James Kennedy Public Library will be reaching out to the community by bringing a pop-up library to the Market. Visitors will be able to find out more about what the library has to offer, and select a free book to keep. The JKPL will also have a hotspot running to provide WiFi Access. Members of TACKL will also be selling library tote bags and other items to raise funds for library programs, collections and services. The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL.

**Saturday, June 24: World of Bubbles with Absolute Science from 8:00 am—12:00 pm**

Bubbles, bubbles, bubbles! Visit the Dyersville Downtown Market and celebrate summer reading with over 10 bubble stations. Kids of all ages are invited to come and use professional wands and bubble juice for the biggest and best bubbles you've ever seen! Sponsored by the Friends of the James Kennedy Public Library and the Dyersville Downtown Market. This program will be held weather permitting.



**Saturday, June 24: Book Art For Your Library Kickoff @ the Downtown Market from 8:00 am—12 noon**

The JKPL Fundraising Committee is excited to announce a new fundraising event for all! Individuals and groups of all ages are invited to create a piece of art or sculpture by upcycling books and/or book pages.

- The JKPL will provide a grocery bag and participants can fill it with old books to use for their art. Only what will fit in the grocery bag can be used.
- The art or sculpture can be any design or format and can be created by individuals, families, couples, or groups of any age.
- Come to the library to sign up to participate, or sign up at the library booth at the Dyersville Downtown Market on June 24.
- Finished projects should be brought to the library on or before Friday, July 28.
- On Saturday, July 29, all submissions will be displayed at the Dyersville Downtown Market.
- Next to each submission will be a mason jar and visitors will vote for their favorite by putting money in the jar.
- At the end of the Market, the creator of the item that brought in the most money will win a voucher for a bowling party donated by 7 Hills West.
- This voucher includes room rental for 2 hours, 2 bowling lanes for 2 hours (max of 6 people per lane), shoe rental for up to 12 people, 3 large single topping pizzas, and 3 pitchers of pop. Voucher is valued at \$230.00!
- As space allows, entries with the highest donations may be displayed at the library during the month of August.
- All money raised will be used to support library collections and services.



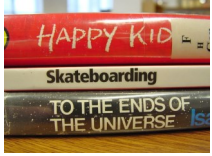
**Sunday, June 25: Summer Tea from 2:00—3:30 pm**

Grab a friend and come to our Summer Tea! Enjoy delicious tea and delicate homemade cookies and bars served on real china. Lemonade will be provided for the non-tea drinkers. All ages are welcome but children under the age of 15 require an adult companion. We encourage you to wear a hat! Sponsored by the JKPL Senior Advisory Committee.

Item 26.



**Monday, June 26: Strings Club @ 6:00 pm.** Do you have a ukulele, guitar or other string instrument that you would like to play more often? Do you want to grow your skills by jamming with others? Then come join the JKPL Strings Club! Teen and adult musicians of all skill levels are welcome. NOTE: This is not a class but a jam session so participants should know basic chords. Facilitated by Sue Engelbrecht and Gary Bramel. This group typically meets on the fourth Monday of each month. Registration requested. Walk-ins are welcome as space allows.



**Tuesday, June 27: Find Your Voice with Book Spine Poetry for Kids @ 1:00 pm.** Book spine poetry is poetry that is made up of words from book spines from the library shelves. Instead of writing the words, you hunt the shelves for titles of books to create your own unique poem. For those who would rather sit and create their poems, we will have old children's books and art materials on hand to create black out poetry. Examples of both forms of poetry will be available for inspiration, and library helpers will be there to help you find your poetic voice. This program is appropriate for kids 8 and up. Sponsored by the Friends of the James Kennedy Public Library.

**Tuesday, June 27: JKPL Writing Group @ 6:30 pm.** Join us this month in person at the library, or remotely via Zoom, for a sharing session with writers of all types including poetry, memoir, fiction, or nonfiction. New members are welcome to join at any time. If you want to participate via Zoom, please call by 5:30 pm on the day of the event.

**Friday, June 30: Open Mic Night for Teens @ 6:00 pm.** Teens are invited to join us for a night of music, poetry, reading, and much more! Participants can register for an opportunity to showcase their talents for a 10 minute time slot. Read something you wrote, sing a song you love, or any other type of performance! Or feel free to just watch all the talent. Registration is requested. This program is for those that have completed 6th-12th grade.



**Want to stay current on all that is going on at the library? Here's how:**

- \*Sign up for our weekly email newsletter
- \*Visit our website at [www.dyersville.lib.ia.us](http://www.dyersville.lib.ia.us) (Use the QR code to see our events)
- \*Like us on Facebook
- \*Follow us on Twitter: @dyersvillelib
- \*Follow us on Instagram: jameskennedylibrary
- \*Follow us on Goodreads: James Kennedy Public Library
- \*Follow us on YouTube: James Kennedy Public Library



**LIBRARY HOURS:**

Monday thru Thursday: 9:00 am—8:00 pm  
Friday: 9:00 am—5:00 pm  
Saturday: 9:00 am—3:00 pm  
Sundays: 1:00—4:00 pm



Are you looking for something to play outdoors this summer? Want to try a new sport or outdoor activity? Planning a gathering and looking for things to help? The JKPL might have what you need! The Library of Things includes items for you to borrow for outdoor or group fun!

- ⇒ Metal detector
- ⇒ Fishing rod and reel
- ⇒ Camping hammock
- ⇒ Pickleball set
- ⇒ Spikeball kit
- ⇒ Portable Tennis set
- ⇒ Binoculars
- ⇒ Digital camera, video camera, and go-pro
- ⇒ Karoke machine and speaker with microphone
- ⇒ Giant tic tac toe & Twister
- ⇒ Bag toss and Ring toss
- ⇒ Ladder golf and Corn hole
- ⇒ Horseshoes
- ⇒ Drones

Find a complete list and more details at <https://www.dyersville.lib.ia.us/about/library-things> or ask a librarian.

*Note: Some restrictions apply.*



# Upcoming EVENTS

Item 26.

## **Mad MiXtUrE With the Grout Museum: Thursday, July 6 @ 1:00 pm**

See, feel, and smell the amazing world of science with this program that combines the most exciting parts of several programs offered by the Grout Museum. There will be “shattering” experiments with liquid nitrogen; explosive demonstrations with flash powder, flash paper and exploding hydrogen balloons; experiments with things you can find in your kitchen; and there might even be a special legless reptile guest! All ages welcome.



## **Find Your Voice with Duke Otherwise: Monday, July 10 @ 10:00 am**

From Madison, Wisconsin, Duke Otherwise is a playful wordsmith, a spirited performer, a skilled guitarist and captivating tap-dancer. Playing almost 150 shows per year at libraries, schools, festivals, fairs and theaters, he will use his distinct baritone and his hilarious and imaginative songs to delight listeners of all ages. His show is filled with improvisation, audience participation, dancing and outrageous fun! All ages welcome. Sponsored by the Friends of the James Kennedy Public Library.



## **Find Your Voice with Diamond Painting: Thursday, July 14 @ 10:00 am**

Diamond painting began in 2015, and has been described as a combination of paint by number and cross stitch. Except instead of paints or thread, artists use faceted beads to make beautiful and glittery art. Kids ages 9-12 can come to the library to diamond paint a llama keychain or cartoon animal. Be careful, this craft can be addictive! Registration is requested as supplies are limited. Walk-ins will be welcome if space allows.



## **Friends of the JKPL Used Book Sale: July 14—July 17**

Join us for the Friends of the Library used book sale, which will be held in the basement of the James Kennedy Public Library. Bags of books are \$1 on Monday, the last day of the sale. Hours are:

Friday, July 14: 9:00 am—5:00 pm

Saturday, July 15: 9:00 am—3:00 pm

Sunday, July 16: 1:00-4:00 pm

Monday, July 17: 9:00 am—7:00 pm



## **Magician Rick Eugene: Saturday, July 15 @ 10:00 am**

Celebrate Summer Reading with Magician Rick Eugene! Rick Eugene has been entertaining families in the Midwest for over 20 years with his high energy, magic and humor. There will be lots of audience participation and even more laughs. Don't miss this event! This program is for all ages.



## **Find Your Voice / Express Yourself with a Vision Board with Mary Potter Kenyon Sunday, July 16 @ 1:30 pm**

Who are you? What does your heart crave for your future self? Create a visual representation of your hopes, dreams and goals with a mind-map and Vision Board workshop facilitated by author, certified grief educator and Therapeutic Art Coach Mary Potter Kenyon. All materials, including bulletin boards, push pins, and magazines provided. Attendees leave with an attractive Vision Board that can be hung on the wall. Registration is required as space is limited.



## **Mock-a-Movie Night for Teens: Tuesday, July 22 @ 4:00 pm**

Join us for a night of terrible cinema, good food, and lots of fun mocking the movie! This evening we will be watching *Morbius* (PG-13) – a terrible movie involving vampires. Refreshments will be provided. For ages 12-18 only.



## **If Buildings Could Talk: A History of Downtown Dyersville Thursday, July 27 at 6:30 pm & Friday, July 28 at 10:00 am**

Local historian Judy Weber will show photos and talk about some of the downtown Dyersville businesses and the buildings that housed them on the 300 block of 1st Avenue East.



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>June 2023</div>	June 1—30 <ul style="list-style-type: none"> <li>Get Puzzled</li> <li>Coloring, Creating, Doing</li> <li>Westside Park StoryWalk®</li> </ul>	June 1—30 <ul style="list-style-type: none"> <li>Egg carton dinosaurs craft kit</li> <li>Mini books craft kit</li> </ul>	Adult Summer Reading Program begins June 1	1 Strength Training @ 10am Pop-Up @ Farmer's Market from 3-5pm Art in the Park from 3-4pm Explore Journaling @ 6:30pm	2 Euchre Card Party from 1-3:30pm	3 <i>Historic Tales of Old Dubuque</i> with John T. Pregler @ 11am <i>80 for Brady</i> (PG-13) @ 1pm Nerf War @ 4pm
4	5 Strength Training @ 10am Books For Lunch @ 12pm  Children & Teen Summer Reading Programs begin!	6 Find Your Voice with Rock Painting @ 10am Dungeons & Dragons @ 6pm	7 Sit & Stitch @ 1pm Story Time @ 9:30 am & 6:30pm Wee Read @ 10:30am	8 Strength Training @ 10am Upcycling Cards from 1-2pm Drawing Happiness @ 6pm Explore Journaling @ 6:30pm	9 Euchre Card Party from 1-3:30pm Pop-up at Downtown Summer Nights from 6-8pm TACKL Fun & Games at Downtown Summer Nights from 6-9pm	10 Find Your Voice with Tiny Art @ 10am World Wide Knit In Public Day Open House from 1-3pm Teen Quiz Bowl @ 5pm
11	12 Strength Training @ 10am Adult Crafternoon from 1-3pm	13 Virtual Visit with Author Sequoia Nagamatsu @ 7pm	14 Sit & Stitch @ 1pm Story Time @ 9:30 am & 6:30pm Wee Read @ 10:30am Virtual Visit with Author Niki Smith @ 2pm	15 Strength Training @ 10am Find Your Voice with Creek Stomping @ 1pm Pop-Up @ Farmer's Market from 3-5pm Virtual Visit with Author Angeline Boulley @ 4pm Lou Henry Hoover's White House Years @ 6pm Explore Journaling @ 6:30pm	16 Euchre Card Party from 1-3:30pm	17 Building Creativity One Block at a Time: a LEGO® program from 10-11am
18 Library closed	19 Strength Training @ 10am Exotic Animals with Dr. Bechtel @ 1pm Bingo Party from 1-3pm	20 Unlocking Brain Fitness: Dementia Prevention 2023 @ 1:00 pm Find Your Voice/Find Yourself Summer Book Club @ 6:30 pm A Novel Approach to Faith book club @ 7pm	21 Sit & Stitch @ 1pm Story Time @ 9:30 am & 6:30pm Wee Read @ 10:30am	22 Strength Training @ 10am Drawing Happiness @ 6pm Explore Journaling @ 6:30pm	23 Euchre Card Party from 1-3:30pm Game Night @ 6pm	24 Pop-Up @ Downtown Market from 8am-12pm World of Bubbles with Absolute Science from 8am to 12pm Book Art for Your Library Kickoff from 8am-12pm
25 Summer Tea from 2-3:30pm	26 Strength Training @ 10am Strings Club @ 6pm	27 Find Your Voice with Book Spine Poetry for Kids @ 1pm JKPL Writing Group @ 6:30pm	28 Sit & Stitch @ 1pm Story Time @ 9:30 am & 6:30pm Wee Read @ 10:30am	29 Strength Training @ 10am Explore Journaling @ 6:30pm	30 Euchre Card Party from 1-3:30pm Open Mic Night for Teens @ 6pm	

## Tentative Schedule of Upcoming Events - JULY 2023

**July 1-31: Coloring, Creating and Doing @ Your Library.** The JKPL is continuing to offer coloring pages, dot to dot, crosswords, sudoku, and other activity pages available for you to enjoy at the library or at home. They are intended for adults and teens. Each pack will include 10 different items and are available while supplies last. If you want to work on the activities while at the library, colored pencils, markers, and more are available in the Creation Station or to check out from the front desk.

**July 1-31: Get Puzzled @ Your Library.** Stop in the library this month to help us put together a new jigsaw puzzle. This month's puzzle is *Beach Path*. The puzzle is located on the table under the skylight and everyone is welcome to add a piece or two or more. Everyone who works on the puzzle is encouraged to put their name into a drawing to win the puzzle. Please stop at the front desk to get your name entered.

**July 1-31: Creation Station Craft!** Stop in and craft in the Creation Station at the library or grab a kit and create at home! This month's take-and-make (or make and take) activity has yet to be selected! Kit includes most needed supplies and instructions and is appropriate for PreK and up. A video demonstration may also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.

**July 1-31: Kids Can Craft!** Children ages 7 and up are invited to pick up this kit at the front desk and craft in the Creation Station or take home. Craft to be decided. A video demonstration may also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.

**July: Adult Summer Library Program "Find Your Voice" Continues!** Everyone 18 and older is encouraged to participate in the 2023 program that runs through August 31. The theme for this year's summer program is *Find Your Voice*! Our voices have power. We use our voices to share stories, express ourselves, and spark change. Our voices include not only the sounds we make, but the words we write, the art we create, the movements we perform, and the actions we take each day to impact our world. The goal of all the JKPL summer library programs is to encourage patrons to read for pleasure, help them maintain and improve their reading skills, encourage them to become lifelong library users, and establish reading as a foundation for lifelong success. Join us this summer at the JKPL for fun and learning and find your voice! Registration for the adult program began on June 1 and adults are welcome to join throughout the summer. Participants will receive a bookbag, bookmark, and a free book just for registering; along with a paper log to track books read and activities completed to earn prizes. For each item completed, the participant's name will be entered into the prize drawing. For each four items completed, participants will be able to select an item from the prize box or another book. Participants completing at least sixteen activities, which must include reading at least four books, will have completed the program. They will earn a special prize and have their name entered into the grand prize drawing for the Book Lover's Basket and other prizes. The adult summer library program is sponsored by the Friends of the JKPL.

**July 1-28: Children and Teen Summer Reading Programs Continue.** Youth from infant to age 18 are invited to sign up for the summer reading program for their age group.

Programs include incentives for reading and participating in library activities and special themed programs. The theme is *Find Your Voice*.

**July - August: Find Your Voice - Reading Recommendations!** Do you like to recommend books to others? Or enjoy reading something recommended to you? For this year's adult summer library program, we are adding a special Reading Recommendations activity! When you finish a book you love, pick up a "Read This" bookmark and share why it should be read. Give the bookmark to a staff member to get your name entered into a drawing for a JKPL themed swag bag that will include a tote bag, book journal, adopt-a-book form, and more! Staff will put the bookmark in the appropriate book and display them in the library for others to discover and enjoy!

**July 1-31: Find Your Voice - Support Your Favorite Genre!** During the month of July, library visitors are encouraged to share their voice by voting on their favorite genre. Do you enjoy reading or listening to mysteries? Romance? Historical fiction? Nonfiction? Biographies? Let us know by voting for your favorite genre. Visitors of all ages are welcome to vote each time they visit the library by putting a pom pom in the jar that represents their favorite. Each vote also earns an entry into a drawing to win the opportunity to select an item of your choice to be added to the library collection.

**July 1-31: Westside Park StoryWalk®: "Woo Hoo! You're Doing Great!" By Sandra Boynton.** Families are invited to walk the StoryWalk® at Westside Park which begins south of the parking lot by the baseball diamond. Walk the trail and read the story to your children. Scan the QR code on the last post and answer the questions to be entered into a monthly prize drawing. No QR scanner? No problem! Use the tiny url listed below the QR code, answer the questions and be entered into the prize drawing. The StoryWalk(R) is made possible by the Dubuque Racing Association, Friends of the Library, and the Richard Osterhaus Memorial Fund. The StoryWalk® Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg-Hubbard Library. Storywalk® is a registered service mark owned by Ms. Ferguson.

**Thursdays and Mondays, July 3, 6, 13, 17, 20, 24, 27: Strength Training for Older Adults @ 10:00 am.** Older adults of any age and fitness level are invited to join this special exercise program made possible by a partnership between the Geri-Fit® Company and the James Kennedy Public Library. Participants will exercise to a Geri-Fit® DVD and most of the exercises will be performed seated in a chair. There is no dancing or aerobics involved. Classes are held on Mondays and Thursdays and last approximately 45 minutes. For best results, participants should attend as many of the sessions as possible. Each participant will need a set of 2 or 3-pound dumbbell weights, a medium weight stretch band, and water to drink. Space is limited so registration is required. **Not holding July 10 as room needed for a children's program.**

**Monday, July 3:** Library closes at 5:00 pm for Independence Day holiday; **Tuesday, July 4:** Library closed for Independence Day holiday

**Wednesdays, July 5 & 12: Story Time @ 9:30 am and 6:30 pm.** Parents and caregivers are encouraged to bring their preschoolers to the Summer 2023 sessions of

Preschool Story Time. Story Time is open to 3, 4 and 5 year olds who have not been in Kindergarten and will be offered on Wednesdays at 9:30 am. Story Time for all ages will be held at 6:30 pm. Programs will run June 7 - July 12. Registration is required as space is limited.

**Wednesdays, July 5 and 12: Wee Read @ 10:30 am.** Parents and caregivers are encouraged to sign up and bring their preschoolers to the Summer 2023 sessions of Wee Read. Wee Read is for children under 3 and their caregiver. Programs will run June 7-July 12. Registration is required as space is limited.

**Wednesdays, July 5, 12, 19, 26: Sit and Stitch from 1:00—3:00 pm.** Grab your hobby or craft and join other crafters at this fun gathering. There are lots of laughs, great company, conversation, and even some crafting! Participants are welcome to attend in person in the Hoffman Room or remotely via Zoom. New members are welcome to join at any time. If you are a new participant and wish to join virtually, please email [librarian@dyersville.lib.ia.us](mailto:librarian@dyersville.lib.ia.us) by 10 am on the date of the gathering and an invitation will be emailed to you. The Zoom room is opened upon request and the same link is used each week.

**Thursday, July 6: Mad MiXtUrE With the Grout Museum @ 1:00 pm.** See, feel, and smell the amazing world of science with this program that combines the most exciting parts of several programs offered by the Grout Museum. There will be “shattering” experiments with liquid nitrogen, explosive demonstrations with flash powder, flash paper and exploding hydrogen balloons, experiments with things you can find in your kitchen, and there might even be a special legless reptile guest! All ages welcome. Funded by the Friends of the James Kennedy Public Library.

**Thursdays, July 6 & 20: Pop-Up @ the Farmer’s Market from 3:00 - 5:00 pm.** The JKPL will be reaching out to the community by visiting the Dyersville Farmer’s Market on the first and third Thursdays in June, July and August! Visitors will learn about what the library has to offer, get their questions answered, and select a free book to keep from the pop-up library. Take-and-make activities may also be available. The library will bring a hotspot and provide WiFi Access! The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL.

**Thursday, July 6: Art in the Park: Seed Bombs from 3:00-4:00 pm.** Kids will get to make a seed bomb and color a picture of the flowers that their bombs will grow. All ages welcome.

**Friday, July 7: World Chocolate Day - Chocolate Tasting @ 10:00 am.** Stop in today to sample chocolate from around the world. Tasting samples available while supplies last.

**Fridays, July 7, 14, 21, 28: Euchre Card Party & Games from 1:00-3:30 pm.** Join us Friday afternoons for cards, dominoes, or other games in the Hoffman Room. Come meet, teach, and play with other players. The library has some games or you are welcome to bring your own.

**Friday, July 7: Dungeons and Dragons Players Club @ 5:00 pm.** Join us for this monthly gaming event for D & D players that meets in-person or you can join remotely via Discord. This group typically meets the first Tuesday of every month and new players of all ages and skill levels are welcome. The library has materials available but feel free to bring your own. To join via Discord, contact Paul at [Pzurawski@dyersville.lib.ia.us](mailto:Pzurawski@dyersville.lib.ia.us) by 2:00 pm the day of the program to receive the server invite. **Note: the date and start time were changed due to the Independence Day holiday**

**Saturday, July 8: Movies @ Your Library presents “The Bucket List” @ 1:00 pm.** Two terminally ill men escape from a cancer ward and head off on a road trip with a wish list of to-dos before they die. Rated PG-13 (97 minutes).

**Saturday, July 8: Tween Nerf War from 4:00-6:00 pm.** Bring your Nerf gun and ammo and head to the library for a tween Nerf War! Participants must be ages 9-12 and must have a signed parental waiver. Registration is requested as 8 people are required to hold the program, and a max of 20 is allowed. Minimum sign up of 8 must be reached by 5 pm on Friday, March 17. Walk-ins are welcome if space allows. Participants must provide their own Nerf guns and ammo, but no modifications to darts or guns to increase range or hitting power will be allowed. Guns with excessive hitting power will not be allowed.

**Monday, July 10: Find Your Voice with Duke Otherwise @ 10:00 am.** From Madison, Wisconsin, Duke Otherwise is a playful wordsmith, a spirited performer, a skilled guitarist and captivating tap-dancer. Playing almost 150 shows per year at libraries, schools, festivals, fairs and theaters, he will use his distinct baritone and his hilarious and imaginative songs to delight listeners of all ages. His show is filled with improvisation, audience participation, dancing and outrageous fun! All ages welcome. Funded by the Friends of the James Kennedy Public Library.

**Monday, July 10: Books for Lunch Book Discussion @ 12:00 noon.** This group gathers on the first Monday of each month at noon. This month the group will discuss *Remarkably Bright Creatures* by Shelby Van Pelt. Copies of the book are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. New members are welcome to join at any time. If you need a link to the Zoom room, please email [librarian@dyersville.lib.ia.us](mailto:librarian@dyersville.lib.ia.us) by 10:00 am on the day of the program and an invitation to the Zoom room will be emailed to you. **Note: Date changed due to holiday and vacation.**

**Wednesday, July 12 - Dutch Oven Cooking at New Wine Park @ 5:30 pm.** Let's get back to the basics and cook with a Dutch oven over fire and coals! Join us at New Wine Park in New Vienna and gain basic knowledge of how to start cooking outside with a Dutch Oven. This program is presented by Dubuque County Conservation. Participants should meet at New Wine Park, shortly before 5:30 pm, in the campground area around sites 4 and 5. Please wear closed-toed shoes. Registration is required as a maximum of 15 people may participate. Please call the library at 875-8912 to register. All ages welcome but children under 16 years of age must be accompanied by an adult. Details to be confirmed.

**Thursday, July 13: Find Your Voice with Diamond Painting @ 10:00 am.** Diamond painting began in 2015, and has been described as a combination of paint by number and cross stitch. Except instead of paints or thread, artists use faceted beads to make beautiful and glittery art. Kids ages 9-12 can come to the library to diamond paint a llama keychain or cartoon animal. Be careful, this craft can be addictive! Registration is requested as supplies are limited. Walk-ins will be welcome if space allows.

**Friday, July 14 thru Monday, July 17: Friends of the JKPL Used Book Sale.** Join us for the Friends of the Library used book sale, which will be held in the basement of the James Kennedy Public Library. Bags of books are \$1.00 on Monday, the last day of the sale. Hours are: Friday, July 14: 9:00 am—5:00 pm; Saturday, July 15: 9:00 am—3:00 pm; Sunday, July 16: 1:00-4:00 pm; and Monday, July 17: 9:00 am—7:00 pm. For more information please contact the library at (563) 875-8912 or visit the website at [www.dyersville.lib.ia.us](http://www.dyersville.lib.ia.us).

**Friday, July 14: Pop-Up at Downtown Summer Nights from 6:00 - 8:00 pm.** The JKPL will be reaching out to the community by “popping up” at Downtown Summer Nights at Legacy Square! Visitors will be able to select a free book to keep from the pop-up library as well as learn more about library services. The JKPL Fundraising Committee will be on hand selling frozen treats to support the special collections and services of the library. The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL.

**Friday, July 14: TACKL Fun and Games @ Downtown Summer Nights from 6:00-9:00 pm.** Join the Teen Advisory Council to the Kennedy Library (TACKL) at Downtown Summer Nights for fun, free games for kids. Everyone walks away with a prize for playing! This event is sponsored by the Dyersville Chamber of Commerce.

**Saturday, July 15: Magician Rick Eugene @ 10:00 am.** Celebrate the Summer Reading Program with Magician Rick Eugene! Rick Eugene has been entertaining families in the midwest for over 20 years with his high energy, magic and humor. There will be lots of audience participation and even more laughs. Don't miss this event! This program is for all ages.

**Saturday, July 15: Interactive Movie Event @ 1 pm.** Title and details to be decided.

**Sunday, July 16: Find Your Voice / Express Yourself with a Vision Board, with Mary Potter Kenyon @ 1:30 pm.** Who are you? What does your heart crave for your future self? Create a visual representation of your hopes, dreams and goals with a mind-map and Vision Board workshop facilitated by author, certified grief educator and Therapeutic Art Coach Mary Potter Kenyon. All materials, including bulletin boards, push pins, and magazines provided. Attendees leave with an attractive Vision Board that can be hung on the wall. Registration is required as space is limited.

**Monday, July 17: Bingo Party from 1:00-3:00 pm.** Come enjoy bingo at the JKPL! There is a two card limit, there is no cost to play, and there are prizes! Registration is recommended as space is limited. Bring your friends!



**Tuesday, July 18: Unlocking Brain Fitness – Topic to be announced @ 1:00 pm.** Join us for this special program focused on brain fitness. Participants in the spring 2023 Unlocking Brain Fitness class are especially invited to attend these session to learn and share more. Sessions will be held on the third Thursday of each month from 1 to 3 pm. Registration is encouraged but not required.

**Tuesday, July 18: Find Your Voice / Find Yourself Summer Book Club - Superman @ 6:30 pm.** Teens and adults are invited to participate in a special summer book club facilitated by Paul Z, where we will discuss books about people finding themselves. Join us on the 3rd Tuesday of July and August where we will discuss the following titles: On July 18 we will discuss the young adult graphic novel *Superman: American Alien* by Max Landis, and on August 15, we will be talking about the memoir *Furiously Happy* by Jenny Lawson. Copies of the books will be available to check out from the library 3 or 4 weeks before the discussion date. Refreshments provided. If there is interest in participating virtually, a zoom room will be opened. Registration is encouraged but not required.

**Tuesday, July 18: Inspirational Fiction: A Novel Approach to Faith Book Club @ 7:00 pm.** Join us for this book club that features a variety of books that weave religious faith into the characters and storylines. For this month we will be reading *The Words Between Us* by Erin Bartels. Books are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. If you want to attend via Zoom and haven't attended before, please register by 12 noon on the day of the program at <https://bit.ly/NOVELAPPROACH> so a link to the Zoom room can be emailed to you. *Note: the date of book club was moved due to a conflict.*

**Sometime week of July 17: Create Your Own Book Art @ ???.** Are you considered creating Book Art for the new JKPL fundraiser? Or are you just curious about what you can create with book pages and books? Stop in at this special session to see examples of things the library staff and volunteers have made from old books and get new ideas. Bring your project to work on. Date, time and details to be decided.

**Thursday, July 20: The Lafayette Escadrille @ 6:00 pm.** This month, the 3rd Thursday summer 'Best Of ' series continues with a popular episode from August of 2021, 'The Lafayette Escadrille,' with Darroch Greer. A century ago 38 Americans from every walk of life volunteered to fly in the First World War. It was their own idea—to fight in the skies to aid our oldest ally, France, long before the United States entered the war. They were willing to pay the ultimate price. They helped move their reluctant nation to ultimately join the Allies and enter the fight. They were the Lafayette Escadrille. We'll hear from the film's director, Darroch Greer along with Paul Glenshaw. Our presenters also invite you to join them in a toast to the escadrille pilots as they prepare a 'Lafayette Cocktail' (half champagne/half cognac) at the open of their program. The JKPL has partnered with the Hoover Presidential Library to present their 3rd Thursday Virtual Programs. Registration is required so please register at: <https://bit.ly/TTLafEsc> **About the Speaker: Darroch Greer** is a documentary filmmaker and historical researcher. He's written and produced documentaries on the Civil War, Native America, and popular culture for Discovery, the History Channel, PBS and VH1.

**Saturday, July 22: Family Movies @ Your Library presents “Ratatouille” @ 1:00 pm.** A determined young rat named Remi dreams of becoming a chef. Torn between his family's wishes and his true calling, Remy and his pal Linguini set in motion a chain of events that turns Paris upside down. Rated G (111 minutes).

**Saturday, July 22: Teen SRP: Mock-a-Movie Night @ 4:00 pm.** Join us for a night of terrible cinema, good food, and lots of fun mocking the movie! This evening we will be watching *Morbius* (PG-13) – a terrible movie involving vampires. Refreshments will be provided. For ages 12-18 only.

**Monday, July 24: My Octopus Teacher @ 1:00 pm.** After years spent filming some of the planet's most dangerous animals, Craig Foster was burned out and depressed, his family relationships in turmoil. He decided to put a halt to his career to reconnect with his own roots - the magical underwater world of the kelp forest off the coast of his hometown - Cape Town, South Africa. For nearly a decade, Craig went diving daily in the icy cold waters, ditching wetsuit and scuba rig in one of the most predator dense places on earth. The common octopus he met and tracked became first his subject, then his teacher, showing him things no human had ever witnessed. Shot over eight years, with 3000 hours of footage, *My Octopus Teacher* documents a unique friendship, interaction and animal intelligence never seen before. Join us on the 4<sup>th</sup> month of each month at 1 pm as we share a film connect with or selected by the Books For Lunch Group. All ages welcome but children must have an adult companion.

**Monday, July 24: Building Creativity One Block at a Time: a LEGO® program from 3:30 - 4:30 pm.** This month's theme is *Summer Vacation*. This program is for all ages but children under 7 must be accompanied by an adult or older partner. This LEGO® program is part of a monthly LEGO® building block program at the library sponsored by DuTrac Community Credit Union. Each month there is a theme to help inspire creativity. Photos of the creations are displayed in the children's area of the library and on the library's social media pages. All children who participate have their names entered into a quarterly drawing for a special LEGO® related prize provided by DuTrac.

**Monday, July 24: Strings Club @ 6:00 pm.** Do you have a ukulele, guitar or other string instrument that you would like to play more often? Do you want to grow your skills by jamming with others? Then come join the JKPL Strings Club! Teen and adult musicians of all skill levels are welcome. NOTE: This is not a class but a jam session so participants should know basic chords. Facilitated by Sue Engelbrecht and Gary Bramel. This group typically meets on the fourth Monday of each month. Registration requested. Walk-ins are welcome as space allows.

**Tuesday, July 25: JKPL Writing Group@ 6:30 pm.** Join us this month in person at the library, or remotely via Zoom, for a sharing session with writers of all types including poetry, memoir, fiction, or nonfiction. New members are welcome to join at any time. If you want to participate via Zoom, please register by 11:00 am on the day of the event at <https://bit.ly/JKPLwriting>.

**Thursday, July 27 at 6:30 pm and Friday, July 28 at 10:00 am: If Buildings Could Talk: A History of Downtown Dyersville.** Local historian Judy Weber will show photos and talk about the downtown Dyersville businesses and the buildings that housed them

on the north side of the 300 block of 1st Ave. This program is co-sponsored by the Dyersville Area Historical Society. More details to come.

**Friday, July 28: Game Night @ Your Library @ 6:00 pm.** Bring your favorite game (card game, board game, role playing game, or video game) and meet, teach, and play with others! Game night is held on the 4th Friday of every month. All ages welcome but those under the age of 7 need a teen or adult companion.

**Saturday, July 29: Pop-Up @ the Dyersville Downtown Market from 8:00 am - 12:00 noon.** The James Kennedy Public Library will be reaching out to the community by bringing a pop-up library to the Market. Visitors will be able to find out more about what the library has to offer, and select a free book to keep. The JKPL will also have a hotspot running to provide WiFi Access. The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL. Our participation at this event is weather permitting.

**Saturday, July 29: Book Art for Your Library Fundraiser @ the Downtown Market from 8:00 am - 12 noon.** The JKPL fundraising committee is excited to offer this new fundraising event for all! Individuals and groups of all ages are invited to create a piece of art or sculpture by upcycling books and / or book pages. The JKPL will provide a grocery bag and participants can fill it with old books to use for their art. Participants may use anything from individual book pages to several books, but the maximum number of books to be used in a submission is how many will fit in a plastic grocery bag. Participants may also use their own books and other materials but number would still be limited to this quantity. The art or sculpture can be any design or format - folding, cutting, using individual pages, building, etc. and can be created by individuals, families, couples, or groups of any age. Art should be brought to the library on or before Friday, July 28. On Saturday, July 29, all submissions will be displayed at the Downtown Market with a mason jar adjacent to them. Visitors will vote for their favorite by putting money in the jar – all donations will go to the JKPL. At the end of the market, the creator of the item that brings in the most money will win a voucher for a bowling party donated by 7 Hills West. This voucher includes room rental for 2 hours, 2 bowling lanes for 2 hours (max of 6 people per lane), shoe rental for up to 12 people, 3 large single topping pizzas, and 3 pitchers of pop. Voucher is valued at \$230.00! As space allows, entries with the highest donations will be displayed at the library during the month of August.

**Saturday, July 29: Teen Summer Reading Program Finale Movie Night @ 5:00 pm.** Any participant in the Teen Summer Reading Program that turned in at least 3 board challenges is invited to join us for a movie night to celebrate the end of the program. Attendees will pick the movie we watch from a list of titles that tie in to the summer reading program theme. Plus there will be food! Registration is requested.

# Dyersville Police Department Monthly Report

May 15<sup>th</sup> – June 15<sup>th</sup>, 2023

## **Safety Assessment –**

Officer Dolphin assisted MercyOne Security with an assessment of their Dyersville Facility.

## **Tractor Ride –**

June 2 – Dyersville Police assisted with helping the Tractor Ride people with getting out of town safely. There was a turn out of around 50 tractors for the ride. This year, the tractors all went in one group, instead of smaller waves. Dyersville Public Works also assisted with traffic control.

## **Tractor Parade –**

June 3 – The PD once again assisted with traffic control for the parade of tractors through town. Many people turned out for the parade, and the weather was great!

## **New Department Rifles –**

The replacement rifles have arrived. Capt. Tuegel and Brent Fox (Asbury PD) set up the weapons and sighted them in. The rifles are the same brand as our previous ones. They are also set up with the same type of holographic red dot sights and slings. The rifles also use the same caliber ammunition (.223) as our old weapons. The benefit of staying the same is our officers are comfortable with them, and they require no additional training in that aspect.

## **New Shields –**

The department utilized forfeiture funds to purchase four heavy steel shields. A shield will be placed into each of the squad cars. There are two sizes of shield, large and small. These shields are designed for officer protection in barricaded subject situations, as well as active shooter situations. The idea was brought forth by the Dubuque County Sheriff's Department. All small agencies were offered the opportunity to be a part of a group purchase, which resulted in a greatly reduced cost for each unit. Most of the small towns in Dubuque County also took part in the purchase. The officers will receive initial training during summer firearms training, and will continue to incorporate them into future training.

## **Weapons Qualification –**

June 7 – All officers qualified on handguns and the new rifles here in Dyersville. Additionally, training with our new Shields was also conducted. Joining us for this training was Peosta PD, Epworth PD, Farley PD, and Delaware County Sheriff's Department.

## **Corpus Christi Parade –**

June 11 – Although this event is small, we do provide traffic control to make sure all participants make it safely through the neighborhood that they walk.

## **Victory Ford 25<sup>th</sup> Anniversary –**

We will be participating in the Anniversary celebration along with other members of the community. Officers will be speaking about bike/summer safety.

# DYERSVILLE POLICE DEPT

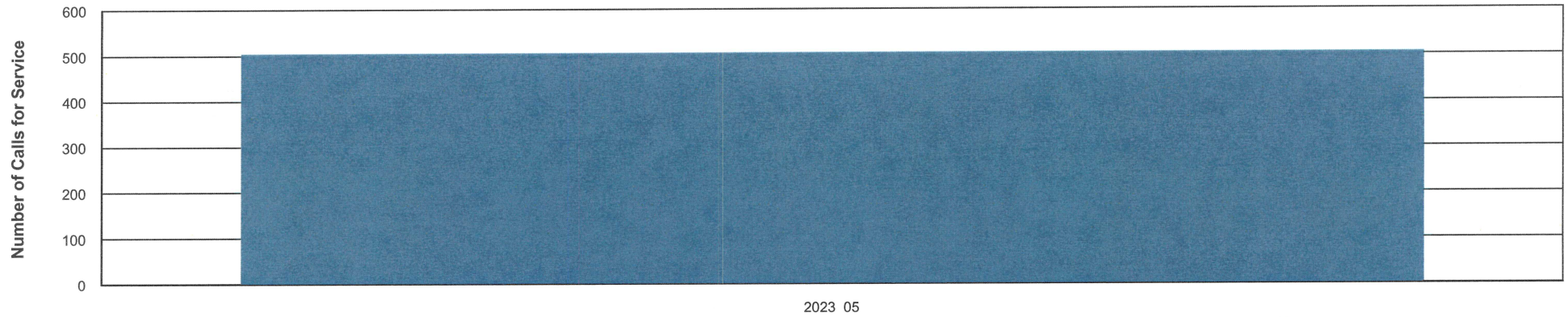
## Call Type Monthly Comparison

05/01/2023 thru 05/31/2023

Agency Code: All Agency Type: All

Item 27.

### CFS / Month



	2023 May	Total
ACCPD	7	7
ACCPI	2	2
ALARM	6	6
AMB	23	23
ANIMAL	12	12
ATL	6	6
BAR	1	1
BCHK	54	54
BUS	1	1
CAI	9	9

	2023 May	Total
CANCLD	1	1
CIVIL	5	5
CRIMMIS	1	1
DELASSIS	3	3
DOM	1	1
DUBASSIS	8	8
ESCORT	1	1
FIGHT	1	1
FIRE	6	6
FNGRPRT	1	1
FOLLOWUP	13	13
FOUND	8	8
FRAUD	1	1
HARASS	1	1
INFO	4	4
INTOX	2	2
ISPASSIS	1	1
MENTAL	1	1
MOTASSIS	5	5
NEIGHBOR	2	2
NOISE	3	3
NUI	14	14
OAA	2	2
OPEN	2	2



	2023 May	Total
OTHER	7	7
PARK	3	3
PATROL	110	110
PUBSERV	11	11
RADA	8	8
ROADHAZ	15	15
SALVAGE	2	2
SCAM	1	1
SEX ASSU	2	2
SUSP	14	14
THEFT	6	6
TRAFFIC	1	1
TRAINING	3	3
TRES	1	1
TS	93	93
VACATION	4	4
VD	5	5
WA	2	2
WELFARE	9	9
Total	505	505

# DYERSVILLE POLICE DEPT

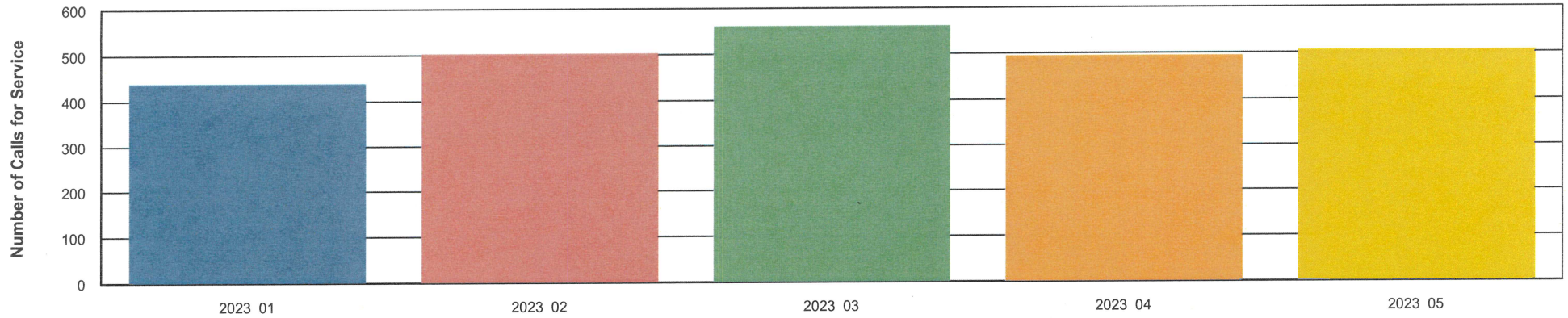
## Call Type Monthly Comparison

01/01/2023 thru 05/31/2023

Agency Code: All Agency Type: All

Item 27.

### CFS / Month



	2023 Jan	2023 Feb	2023 Mar	2023 Apr	2023 May	Total
AB	1	1	2	3	0	7
ACCH&R	0	1	0	0	0	1
ACCPD	6	7	2	3	7	25
ACCPI	0	1	0	0	2	3
ALARM	5	8	6	5	6	30
AMB	15	7	9	20	23	74
ANIMAL	4	5	10	17	12	48
ASSAULT	0	0	1	1	0	2
ATL	5	4	6	4	6	25
ATV	0	0	1	0	0	1

	2023 Jan	2023 Feb	2023 Mar	2023 Apr	2023 May	Total
BAR	0	1	0	2	1	4
BCHK	74	76	77	60	54	341
BURN	0	0	0	1	0	1
BUS	0	0	1	2	1	4
CAI	13	14	14	18	9	68
CANCLD	1	1	1	1	1	5
CIVIL	2	3	4	4	5	18
COUNTERF	0	2	1	0	0	3
CRIMMIS	0	0	0	0	1	1
DELASSIS	1	6	0	7	3	17
DELIVER	1	1	0	0	0	2
DHS	1	0	0	0	0	1
DIS	1	0	1	1	0	3
DISORDER	0	1	0	0	0	1
DOM	2	0	1	1	1	5
DOMASSAU	0	1	0	1	0	2
DUBASSIS	14	4	6	2	8	34
ESCORT	0	1	0	0	1	2
FIGHT	0	0	0	1	1	2
FIRE	1	0	1	6	6	14
FNGRPRT	1	1	2	2	1	7
FOLLOWUP	13	26	11	8	13	71
FOUND	1	3	1	3	8	16
FRAUD	1	1	0	1	1	4

	2023 Jan	2023 Feb	2023 Mar	2023 Apr	2023 May	Total
HARASS	2	2	2	4	1	11
HOUSE	0	1	0	0	0	1
INFO	1	2	3	1	4	11
INTOX	0	0	0	0	2	2
ISPASSIS	0	2	1	2	1	6
LOST	0	1	0	0	0	1
MENTAL	0	3	0	0	1	4
MOTASSIS	5	3	6	4	5	23
NEIGHBOR	0	1	0	0	2	3
NOISE	3	0	3	1	3	10
NUI	2	1	8	7	14	32
OAA	10	2	4	3	2	21
OPEN	0	0	6	3	2	11
OTHER	2	1	0	2	7	12
PARK	37	53	29	6	3	128
PATROL	64	77	134	112	110	497
PBX	2	2	2	1	0	7
PUBSERV	9	8	7	8	11	43
RADA	14	8	6	11	8	47
RECKLESS	1	1	2	3	0	7
ROADHAZ	2	8	4	5	15	34
SALVAGE	0	3	2	3	2	10
SCAM	0	1	1	1	1	4
SEX ASSU	1	0	0	0	2	3

	2023 Jan	2023 Feb	2023 Mar	2023 Apr	2023 May	Total
SUSP	9	13	23	8	14	67
THEFT	0	1	3	3	6	13
TOW	0	0	0	1	0	1
TRAFFIC	7	10	4	5	1	27
TRAINING	0	0	0	0	3	3
TRES	0	1	0	0	1	2
TS	64	84	109	104	93	454
VACATION	32	31	32	10	4	109
VANDAL	3	0	0	0	0	3
VD	2	5	2	4	5	18
WA	2	1	6	1	2	12
WELFARE	2	1	4	7	9	23
Total	439	503	561	494	505	2,502

## DYERSVILLE POLICE DEPT

Item 27.

## Citation Report

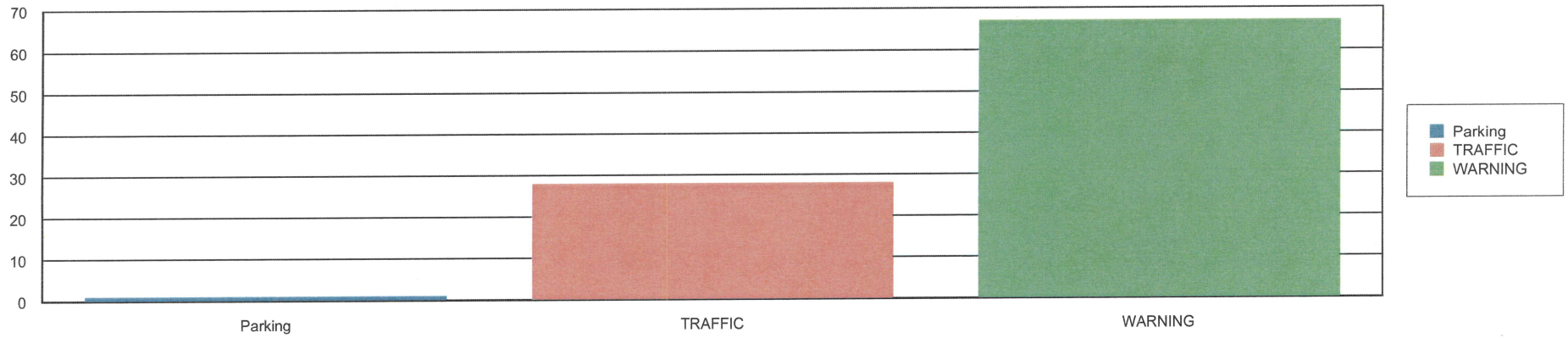
05/01/2023 thru 05/31/2023

Charge Section Code		# of Municipal	# of Traffic	# of Warning	# of Parking	*****SEX*****		*****RACE*****		
						Male	Female	White	Black	Other
321.174(1)	NO VALID DRIVERS LICENSE	0	0	1	0	1	0	1	0	0
321.20B	PROVIDE PROOF FINANCIAL LIABIL	0	2	4	0	4	2	6	0	0
321.285	SPEEDING	0	5	12	0	9	8	16	0	1
321.288(1)	FAILURE TO MAINTAIN CONTROL	0	2	0	0	1	1	2	0	0
321.303	UNSAFE PASSING	0	0	1	0	1	0	1	0	0
321.306(2)	IMPROPER USE OF LANES	0	0	1	0	0	1	1	0	0
321.37	FAIL TO DISPLAY REGIST PLATE	0	0	2	0	1	1	1	0	1
321.385	INSUFFICIENT # OF HEADLAMPS	0	0	1	0	1	0	1	0	0
321.387	IMPROPER REAR LAMPS	0	0	24	0	10	14	22	1	1
321.436	DEFECTIVE/UNAUTH MUFFLER SYSTE	0	0	1	0	1	0	1	0	0
321.445	FAIL TO USE SEAT BELTS-ADULT	0	1	0	0	1	0	1	0	0
321.98(1)(a)	OPERATE W/O REGISTRATION/PLATE	0	0	12	0	6	6	12	0	0
321.99	FRAUDULENT USE OF REGISTRATION	0	0	1	0	1	0	1	0	0
61.03	D-FAIL TO OBEY TRAFFIC CONTROL	0	1	0	0	0	1	1	0	0
62.01(58)	D-FAIL TO YIELD ON LEFT TURN	0	0	0	1	0	1	1	0	0
DY/61.03	DY/61.03	0	0	3	0	2	1	3	0	0
DY/62.01(1)	DY/62.01(1)	0	1	0	0	1	0	1	0	0
DY/62.01(11)	DY/62.01(11)	0	6	0	0	2	4	6	0	0
DY/62.01(15)	DY/62.01(15)	0	3	0	0	1	2	2	1	0
DY/62.01(2)-A	DY/62.01(2)-A	0	7	0	0	1	6	5	1	1
DY/62.01(4)	DY/62.01(4)	0	0	1	0	0	1	1	0	0
DY/63.01-C	DY/63.01-C	0	0	3	0	0	3	2	0	1
Total		0	28	67	1	44	52	88	3	5



## CITATION TYPE COUNT

Item 27.

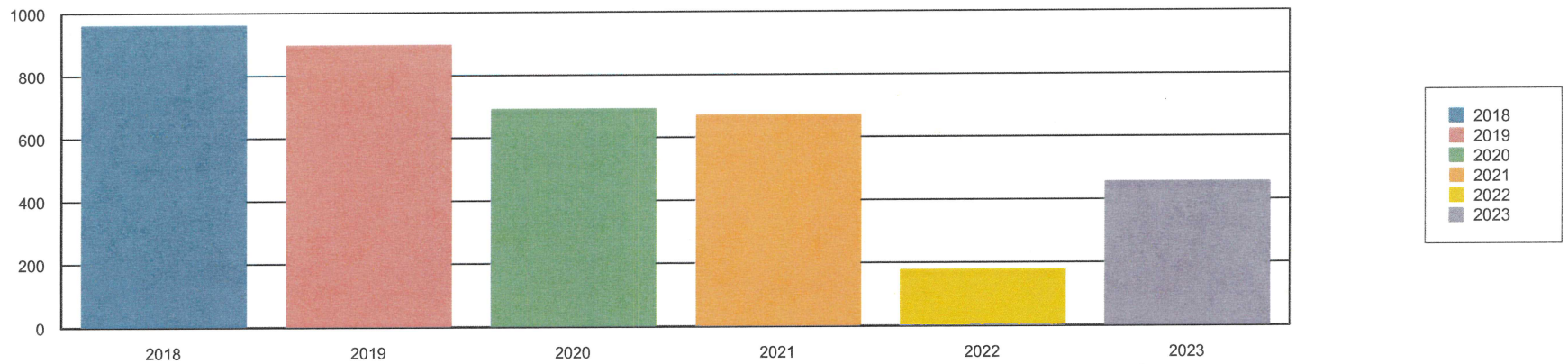


**Citations for the last 5 years**

	2018	2019	2020	2021	2022	2023	Total
Traffic	261	215	124	277	86	117	1,080
Warning	701	682	567	393	91	339	2,773
Parking	0	0	0	0	0	1	1
Total	962	897	691	670	177	457	3,854

Item 27.

**CITATIONS PER YEAR**



# DYERSVILLE POLICE DEPT

## Arrest Report

05/01/2023 thru 05/31/2023

Item 27.

IBR Code	# of Arrests	*****SEX*****		*****RACE*****			*****ETHNIC*****	
		Male	Female	Black	White	Other	Hisp	Non
13C-Intimidation	1	1	0	0	1	0	0	1
23D-Theft From Bldg	1	1	0	0	1	0	0	1
35B-Drug Equip Violation	1	1	0	0	1	0	0	1
Total	3	3	0	0	3	0	0	3

Breakout of Arrest Charges "THIS IS NOT A COUNT OF ARREST, BUT A COUNT OF ARREST CHARGES"

IBR Code	Count	%
13C - Intimidation	1	33.33%
23D - Theft From Bldg	1	33.33%
35B - Drug Equip Violation	1	33.33%
Total	3	

Arrest for the last 5 years	2018	2019	2020	2021	2022	2023	Total
Total	162	92	75	101	67	21	518

Memorandum

TO: City Council, Parks and Recreation Commission  
From: Adam Huehnergath, Parks and Recreation Manager  
RE: Monthly Directors Report May 2023  
CC: Mick Michel, City Administrator  
Date: June 19, 2023

**Aquatic Center Features:**

The features have been installed today. The inspection is happening tomorrow at 11:30am. Getting manufactures, delivery, installers and inspectors in sync has been a struggle but hopefully everything comes together and the pool will look different to patrons Tuesday. Because of the length of time to finish this process, most residents forgot about the improvements but after being publicized on Facebook and on the radio, there is definite chatter.

**Senior Soccer:**

We are putting teams together for senior soccer. Last year was the 1<sup>st</sup> year that we put 9-12<sup>th</sup> graders all together and it was a good decision. The fear was that the younger kids would be a little lost, but the older kids did a great job in helping them adjust and being coaches on the field for them. This is designed to be a developmental program for the area high school teams and I think that decision enhanced it. Last year we decided to not have an end-of-the year tournament. After overwhelming objections, we have decided to end this year with a tournament.

**Baseball/Softball:**

It is weird and sad to say that we only have two weeks left for regular season for Prairie League softball and the two younger groups of baseball. I am looking to do some intercity tournaments and pickup game nights for the younger players. There are some kids/parents that are ready to be done with playing games but I see a lot of kids that want to keep playing. I am trying to foster them to group up and play on their own by setting night/fields for each division. We are blessed with an abundance of nice fields that I would love to stay busy.

**FOD Tournaments:**

We are through four weeks of the collaboration tournaments on our fields. Many early mornings from the summer staff to maintain fields and keep the parks clean. Special shout out to Connor Grover and Ben Westhoff who have been showing up at 5:30 am smiling ready to pick up garbage. We have received many compliments on our field conditions and the upkeep of the parks.

**Park Improvements:**

In spring we detailed a large list of improvements to the parks/fields. New drinking fountains at Westside will be finished this week. City staff also decided to change the poles for the sand volleyball court at Candy Cane and the new net should be up this week. The next project is the batting cages at Commercial Club fields. I secured a grant for paint and the summer staff will paint the swing sets soon.

**To:** Mayor Jacque and City Council Members  
**Cc:** Mick Michel, City Administrator  
**From:** John F. Wandsnider, PE – Public Works Director/City Engineer  
**Date:** June 14, 2023  
**Subject:** Public Works Report: May 10 – June 13, 2023

Things have been operating well, for the most part, over the last month or so in the Public Works Department. Also, with the onset of favorable weather, construction season has ramped up, and a lot of progress is being made on improvements.

**Operation and Maintenance of Fleet, Highways, Streets, Alleys, Parks, Trails, Rivers, Creeks, etc.**

Mike Maahs and TJ Vorwald continue to do an excellent job with the streets, parks, and equipment. They have been busy this month with street-sweeping in preparation for the many summertime activities that occur in Dyersville. The entire city was swept this month. Our goal is to sweep the complete town about 6 times a year. The downtown area is normally swept once a month through spring, summer, and fall.

Public Works staff has been helping Parks and Rec with a number of improvements as well as other items to prepare for tournaments and get other facilities ready. Parks and FEMA Buyout properties were sprayed for weeds. The weeds along the creeks and rivers were safely sprayed again this year by the licensed and certified specialist that we contract with. This is required at least twice a year to stay ahead of the weeds.

The third part-time summer helper began work last week. Public Works and Parks & Rec shares them in the street, parks, water, and sewer departments. Part-time summer employees work out great and help us to get more caught-up on various projects with the ever-increasing workload we encounter each year.

**Operation and Maintenance of Drinking Water and Wastewater Disposal Systems and the Aquatic Center**

The Drinking Water source, storage, treatment, and distribution systems are serving the City well, thanks to the excellent work of Terry Recker and Joe Reicher. They have been working to maintain the system, including flushing fire hydrants and exercising water valves. The swimming pool was made ready in time for use as well.

They have also been working on our many various electrical and communications repairs and improvements throughout town. This includes the work related to the Legacy Square project. We are fortunate to have the electrical expertise that we have. With the help of volunteer, Tim Fitzgerald, we were able to install all the electrical infrastructure necessary to provide for a considerable amount of available power at the new stage, and have it done in time for our first Downtown Summer Night of the summer.

Please refer to the below report from Water Operations.

The Wastewater collection, pumping, treatment, and disposal systems are operating well, thanks to the excellent work of Tim Herbers and JoAnn Woodward, with help from Joe. Wastewater operators has made good progress on the cleaning of our sanitary sewer collection system with the rented jetter/vac-truck. We will continue to clean sewers in the southwest part of town until the end of the month. We have a good inventory of mulch and compost at the WWTF.

We have had a number of projects progressing in Wastewater over the last month. Our West Linden Lift Station upgrade was completed last week. This required that the lift station be taken off-line in order to dismantle some of the inner workings and structure to set the new pumps. Taking the lift station offline meant that we had to set up a bypass system to provide for the wastewater stream that never stops. We used a couple of our mobile pumps in



upstream manholes and pumped around the station into the existing force main piping. We had to notify the surrounding property owners to make them aware of the temporary pumps that would likely be running through the night in their neighborhood. I am impressed with Tim and JoAnn for thinking through this and setting it up, along with obtaining permission from nearby property owners.

The below pictures show the bypass operation for one of the pumps. The green hose draws the wastewater out of one of the upstream manholes, and the blue hose transmits the 'liquid' around the back of a house (avoiding the driveway), eventually connecting directly into the force main (see map on WW report, last page).







Please refer to the below report for last month from Wastewater Operations, which also includes a map of the primary bypass operation.

### **Status of Improvement Projects – ‘In-House Design’**

#### **Downtown Streetscape Rehabilitation (Added April, 2023)**

I have begun working on plans/specifications and working with contractors to develop a program using operations funds to rehabilitate the downtown streetscape sidewalks and pavements over the next few years. I know the guy who designed it pretty well, and I expect him to be quite helpful.

#### **5<sup>th</sup> Avenue NE - Dyersville East Rd (Added 2/23)**

Grant application for up to \$25,000 was submitted to RPA 8. **We were told we can expect to hear the results “later this month”.**

#### **Wayfinding Signs Project (Added 12/22, though in-progress for years)**

**We anticipate that we will be able to begin installation of the wayfinding signs this month. Delivery of the sign posts and hardware is expected next week and we expect to take delivery of some of the signs soon.**

#### **Hwy 52 Manhole Replacement at 2<sup>nd</sup> Avenue (Added November, 2021)**

It was determined that moving this manhole out of the center of the highway was going to be too expensive. The best solution is to simply replace the manhole with a new one. I met with the Iowa DOT and the contractor to work out the details of what will be needed in order to obtain the permit. Traffic control, interaction with the railroad, and pavement replacement specifications are going to be key. **This work is planned for August or September.**

#### **Downtown Businesses Accessibility – (Added June, 2021)**

Working toward including recommendations into the sidewalk program.

#### **Legacy Square – Stage (Added Spring 2021)**

**This project is nearly complete. Lights have yet to be installed.**

### **Status of Improvement Projects – ‘Outside Design’**

#### **20 West Industrial Park, Phase III Rise Grant App. (Added August, 2022)**

**Contract A including sanitary sewer and water has been completed. Contract B that includes grading and erosion control is substantially complete. Contract C (RISE eligible) will include a double box culvert and is planned to be bid in August with 2023 construction. Contract D (also RISE eligible) including roadway storm sewer, concrete paving, and lighting will be bid this year and should be substantially complete by June 30, 2024. Origin will provide and administer construction admin and observation as required during construction.**

1<sup>st</sup> Avenue W. Bridge Over Bear Creek (Added May, 2022)

**Public Hearing on the plans is planned for Monday.**

3rd Avenue SW Bridge (Added to list in February, 2022)

Awaiting further evaluation

Field of Dreams Stormwater Wetland and Mitigation (Added to list in April, 2020)

Project substantially complete. Temporary erosion control seeding has been placed. Permanent bluegrass seeding has been completed both north and south of Beltline Rd. Native seeding was performed in late November 2022. A live streaming camera of the site is available for viewing at:

<https://video.nest.com/live/G4AGPm8tkR>

Dyersville East Road Water and Sewer Extension 2020 (Added to list March, 2020)

**Most of the linear projects are nearly finished. Work continues on the wastewater lift station and the water booster station.**

Heritage Trail Pavement Extension (Added to list January 2020)

**Origin Design is working on final closeout.**

Bear Creek Restoration (SRF Sponsored Project)

Construction for this project is complete. **The contractor will perform mowing and vegetation management in 2023 for maintenance on the wetland prairie.** Typical prairie seeding takes 3 years to be fully established with intended growth of flowers and grasses. **The project performed well to capture sediment without significant channel erosion in the 2023 spring flood.** A video camera is mounted near 3rd St. with a public video link for anyone to monitor.

<https://www.senserasytems.com/public/embed/M78018326A93>

Respectfully submitted,

John F. Wandsnider, PE - Public Works Director / City Engineer

Email: [jwandsnider@cityofdyersville.com](mailto:jwandsnider@cityofdyersville.com) cell: 563-587-9131

# Memorandum

**To:** Mayor, City Council Members and City Administrator

**From:** Terry Recker, Water Operator

**Date:** May 8th, 2023

**Subject:** **Water Operation April 2023 Report**

## **Water Pumped**

Total Water Pumped for Month	10,241,000 Gallons
Average Pumped per Day	341,000 Gallons
Maximum Daily Pumped	496,000 Gallons

## **Chlorine Testing**

Average Free Chlorine in the System –	1.85 mg/l
Average total Chlorine in the System -	1.95 mg/l

## **Polyphosphate**

Average Residual at Well #4&#5	0.71 mg/l
--------------------------------	-----------

## **Water Call Outs**

0 for the month  
Total for the year – 4

## **Water Main Breaks**

0 for the month  
Total for the year – 2

## **Water Activities**

98- Line Locates Completed  
39-Water Work Orders Completed

## **Operations and Maintenance**

Bacteria samples were taken, and the results were negative. The monthly operating report was completed and sent to the DNR. Preventative maintenance was completed at Well#4 and #5, including exercising water valves and doing well draw down at both wells. Daily rounds were completed for the month at both wells. Meter reading was also completed this month. Joe and I started to get the pool ready for the season. We replaced the old water features pump with a new one which required re-piping the water lines and upgrading the electrical to the motor. The new features should be installed before opening on Memorial Day weekend.

Water Operator,  
Terry Recker

# Memorandum

**To:** Mayor, City Council Members and City Administrator

**From:** Wastewater Operator

**Date:** 6/12/2023

**Subject:** **Wastewater Operations –**

## **Influent Flows**

Total Treated for Month 13,214,000 Gallons  
 Average Flow per Day 426,000 Gallons  
 Maximum Daily Flow 571,000 Gallons  
 Average Influent Biochemical Oxygen Demand 447 mg/l  
     Plant loading pounds per day of 1678 lbs. plant design loading 2400 lbs. per day  
 Average Influent Total Suspended Solids 658 mg/l.  
     Plant loading pounds per day 2436 lbs. plant design loading 3600 lbs. per day.  
 Average Influent Total Nitrogen 31 mg/l  
     Plant loading pounds per day 124 lbs.  
 Average Influent Phosphorous 8.4 mg/l.  
     Plant loading pounds per day 34 lbs.

## **Effluent Testing**

C.B.O.D. Monthly Average	0 mg/l	Limit - 25 mg/l
T.S.S. Monthly Average	1.25 mg/l	Limit - 30 mg/l
Ammonia Monthly Average	0 mg/l	Limit – 5.8 mg/l
Total Nitrogen	21.63lbs per day	Yearly Average 88lbs per day
Phosphorus	12.29lbs per day	Yearly Average 24lbs per day
E-coli	NA mg/l	Limit 126 MPN

## **Sewer Call Outs** – 1 for the month at the Treatment Plant.





Total for the year – 9

Things have been busy at waste water treatment plant this month. We picked up the sewer jetter from McQueen's the first week of May and are working on the southwest side of town. So, far we covered 37730 ft of sewer mains and 187 sewer manhole inspections. What we have been coming across is the town is growing and instead of renting the truck every other year. We are finding evidence that we are going to have to start renting the truck every year to keep up maintains on our sewer system. And we will continue to keep the truck as busy as we possible can with the month of June as the truck will be going back the first week of July.

The day finally came for the makeover at the West linden lift station. We had to setup a by-pass system that had to run through the night to keep the well dry during installation. Allied System came and jackhammered out the old ninety-degree bends and had to install new ninety bends, all new slide rails, and discharge pipes. The operator panel was complete redesigned to run the new Vaughan chopper pumps. The transitions were very successful and only had one small flaw with the control panel but they came back to fix the error. And with the old system every Monday when the water

dept back washed the removal system at well #4 RACO alarm system would call with high level warning cause the pumps could not keep up, due to their age. This week they did their backwashing with no alarms and no issues. They used to try and backwash twice a week, but we had them cut back so we would not cause issues with the old ageing pumps. Now that the new system is installed, they could go back to twice a week with no problems.



-  - 6 inch Diesel Pump
-  - Manholes
-  - Temporary Discharge hose
-  - Safety Fence





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

[www.cityofdyersville.com](http://www.cityofdyersville.com)

## Memorandum

TO: Mayor Jeff Jacque and City Council  
 From: Mick J. Michel, City Administrator  
 RE: City Administrator's Report  
 Date: June 16, 2023

Below is an update of top priority projects that the City Council has determined at its last strategic planning and goal-setting session held on January 24, 2022.

### **Initiatives or Programs:**

1. *Hire Public Works crew member to replace an employee that left.* This objective has been completed.
2. *Bring all four water & wastewater Public Works staff up to Grade 2 water & wastewater operator licensure.* Water and Sewer employees are continuing to take their tests to get licensed. **Terry Recker is now fully licensed in water and wastewater.**
3. *Review and update SOP & SOG's at Fire Department.* Nothing has been done at this time.
4. *Continue implementation of nutrient reduction improvements through minor operation changes at the wastewater treatment plant.* The Public Works Department is meeting the State's suggested guidelines. **I reviewed the last two wastewater reports, and the city is well below the suggested guidelines. The previous changes to the plant are working.**
5. *Replace 8 brick manholes.* This is on the public works department schedule. The public works department replaced several brick manholes in FY22. Public Works Department is moving forward with this project as time and budget dollars allow. I have placed in FY24 budget the same dollars as in FY23 to replace brick manholes. We will be replacing the more difficult ones in FY24 and beyond. Public Works Director and I are getting an estimate to replace the Manhole on Hwy 52, and 2<sup>nd</sup> Avenue SE. The Public Works Department has been working with IADOT on getting the necessary permits. **The manhole replacement on HWY 52 will take place sometime in late August or September 2023.**

6. *Upgrade building-entry keypads across Public Works Department.* Nothing has been done at this time.
7. *Develop plan for replacing failing fire hydrants and valves.* I will follow up with the public works department.
8. *Integrate Wincan camera data with Cartegraph data management system.* I will follow up with the public works department.
9. *Continue to evaluate how we can get more done, be more efficient, be more effective, under the budget that we have.* I have been looking at ways to trim costs with the limited staff.
10. *Continue residential building projects/housing.* Several permits have been approved by a Developer to build some apartments on some infill lots. I have been continuing to work with DEDC and a developer about bringing more workforce housing in the area. The City is looking at modifying the Urban Revitalization Plan to meet modified State requirements. I had a conversation with Dorsey and Whitney and the plan update is not feasible at this time due to how the Iowa Code is written. I will be having a conversation with our State elected officials on possible revisions to the Code.
11. *Plan to extend water & infrastructure to Field of Dreams Movie Site.* The City has four contracts approved. EDA approved the City's request to modify our sewer grant. Construction has been going well at the lift station, and the sewer main installation projects. Sewer EDA project has been going well with little disruptions to local traffic. The inside FoD work should begin sometime in Spring 2023. **I have been working with City Attorney to close on the Lumber Specialties property; we hope to have this done by the end of June 2023.**
12. *Support recreation opportunities.* Score boards have been completed at Candy Cane Park and Commercial Club Park. Pickleball Courts are being used at Candy Cane Park. Finally, pool features designs have been submitted to the City and we are waiting for State of Iowa signoff on them. State signed off on the slide. Adam and the vendor are working on getting the slide manufacturer. We will be installing it in Spring 2023.
13. *Amendment of policies for development agreements—length and amount of tax abatements.* Nothing has been done at this time.
14. *Work with Dubuque County to pave Heritage Trail.* Dubuque County Conservation has been working on funding for this project. Conservation board turned down a grant submittal request from ECIA. I'm waiting to see if the board would still like to move ahead with the paving of the trail.

15. *Continue implementation of wage & benefits study for all departments.* I prepared the FY23 wage schedule during the budget process and we are looking at implementing it on July 1, 2022. City Clerk has been monitoring the changes to the City health insurance program. Salaries Resolution has been prepared for FY23 budget. The City Council approved Medical Associates Health Plan renewal for 2023.
16. *Increase general fund revenues.* This is an ongoing process through economic development opportunities. **The State of Iowa passed a new property tax reform bill. I talked with the State officials about the possible side effects of the new legislation, but I'm still waiting on the Iowa League of Cities breakdown on the new law.**
17. *Create five-year plan for street construction/refurbishment.* Nothing has been done at this time. Public Works Director gave me a couple of budget estimates on several large projects street projects. I'm working with him on getting the project detail and trying to find outside funding. Public Works Director has submitted the RCTP grant. No update on the grant.
18. *City Square development and completion.* The sidewalk portion of the project has been completed. City Engineer has submitted the plans and specifications for the stage project. Mayor is working on getting sponsors for the stage. I'm working with Public Works Department on lighting design, and I had a conversation with contractor on the stage construction. **The stage improvements are complete, and the lights will be installed sometime in July 2023.**
19. *Pickleball courts.* Park and Recreation Manager has worked on a local grant. He has also worked with our vendors on the fence and painting of the courts. We will also maintain pickleball painting lines at the tennis court. Pickleball court has been painted. The lights will be installed sometime in the fall 2022. Light bases are installed, the concrete edge has been installed, and we are in the process of order seating with shades. This project has been completed.
20. *Completion of Heritage Trail upgrade and connection to Trail System.* City was approved to modify our grant from the RPA8 Council. Origin Design has been working on draft plans and submitting them to the IADOT for their review and consideration. Plans and specs have been approved by the Council. I have submitted the IADOT agreement for Council review and consideration. Council has approved the plans and they have been submitted to the State. We are working on the construction documents. **The contractor is substantially complete, and the engineer and the city had a project inspection. The project closeout will be at the end of June 2023.**
21. *Continue to pursue install of three new bridges: 12<sup>th</sup> to 13<sup>th</sup> Ave; 7<sup>th</sup> Street; and, Beltline Road Railroad Overpass.* City submitted an updated RAISE grant to USDOT for their review and consideration. Fingers crossed. We were not

awarded the RAISE grant for this year. RAISE grant has been submitted. WHKS and I will be working with our federal officials to push this grant out of review and into the consideration category.

22. *Budget and plan for sidewalk replacement program, new sidewalk construction, and trail connection.* Nothing has been done at this time.
23. Support EMT's: Ambulance service to investigate full-time paramedic availability. I attended a 28E Board meeting to discuss this matter and City will be looking more into this matter. I have been assisting Bi-County Ambulance on creating a job description and other necessary information for the creation of a full-time position. I have prepared a job description and other necessary information to advertise for a full-time paramedic. No further action at this time.
24. *UTV Ordinance.* Task is completed and no further action.
25. *Review costs for municipal fines and fees.* Nothing has been done at this time.
26. *Improvements to the creeks and rivers through town for appearance and recreation.* City has submitted EDA grant for recreation opportunities, but we didn't make the cut this year. City has resubmitted a BRIC planning grant and we hope to hear by the end of August 2022. City has been awarded the BRIC planning grant. Grant agreements has been submitted. RFQ is completed and Impact 7G was awarded the project. **I am working with Impact 7G on the project.**
27. *Purchase small sewer jetter trailer.* City Council has approved the purchase of sewer jetter trailer. I'm working with the lease company and our supplier to finalize the necessary paperwork. City purchased the jetter, and the lease agreements have been implemented. Task is completed and no further action.
28. *New brick Westside Park ball field dugouts.* Contractor has started to install four dugouts this year. This project is complete.
29. *Concession Stand/Restroom Facility for Commercial Club fields.* We added this project to the FY23 budget. City will need to upgrade our lease agreement with Commercial Club Board prior to moving this project forward. **I had a meeting with several Commercial Club Board members, and they have submitted a proposal. Staff is evaluating the proposal.**
30. *Replace two 2014 snowplows and material spreaders.* City Council approved the purchase of one snowplow. City Council has approved moving forward with another snowplow. **The financing agreement is completed on the first snowplow. The second snowplow is still being manufactured.**

31. *Rehab 1<sup>st</sup> Avenue West Bridge over Bear Creek.* City Council has approved WHKS agreement and they are working on their assessment report. Assessment report is complete, and we forward the matter to the City Council for their review and consideration. WHKS is working on option 6 cost estimates for a replacement of the bridge without trail. Delaware County engineer's office reviewed the plans and found that the selected city council option is appropriate. The City Council will consider bonding this project at a future date. Funds are in place, and WHKS is working on designs and construction documents. **Bid documents are complete, and the City Council is reviewing the materials.**
32. *Complete SCADA system for all water and wastewater facilities.* Public Works Department and I have been working with Origin Design and our supplier on making sure we right size the project and that it ties in with the Field of Dreams projects. SCADA quote has been approved as part of the Field of Dreams project and the City is moving forward with getting the necessary software to complete this task.
33. *Continue economic development programs.* Twin Steeples project is moving along very well and it is really reshaping our downtown area. DEDC and I are working on some business relocation activities at our industrial parks. These relocations will allow for more jobs in our area. **I'm still devoting a considerable amount of time working with Go the Distance management team on their proposed project, along with This is Iowa Ballpark on the construction of a permanent stadium.** The State of Iowa awarded a \$12.5 million Destination Iowa Grant to City of Dyersville and This is Iowa Ballpark towards the construction of a stadium. City of Dyersville was award a \$12 million Enhance Iowa grant for the ballpark project. **Finally, DEDC and I are working with several developers on bringing a business to the City.**
34. *Annexation study.* City held an informational meeting at the Social Center and the draft plan will be considered by the Planning and Zoning Commission and then to the City Council for review and consideration.
35. *Update Subdivision Ordinance.* RDG has the first draft done and I'm working on getting that completed by the end of December 2021 due to other priority projects. I have submitted the draft ordinance to planning and zoning, and they are recommending that the Council and Commission meet to make sure everyone is on the same page.
36. *Review water and sewer rates.* I have been working with Lori Panton on this project and we are gathering data. However Covid-19 issues have delayed the completion of the study. We will forward our findings to the Water & Sewer Committee.
37. *Continue with the development of City Asset System.* I have continued to work with the Public Works Department on their database software; pavement

- inspection data from Cyclomedia, pavement marking, street sign data are currently being worked on. I have been working with the Public Works Department on helping them get the Water and Sewer plant data added to the management software. Also, we are updating sign, pavement marking data to it. Finally, road condition data will be updated in the system. We are reviewing the data to help develop a proposed action plan based on sidewalk data to propose to the City Council.
38. *Reconstruct 16<sup>th</sup> Avenue SE at the shopping mall.* No action has been done at this time.
  39. *Splash Pad and other toddler opportunities at the Aquatic Center.* City Council has approved the quote and action plan for this project. The project is being engineered and product has been ordered. The installation should be in late August 2022.
  40. *Additional/improved Westside Park lighting.* We ordered lights and we are waiting to free up some staff time to install the project. Public Works and I had a meeting to discuss location and site plans to development this project. Public Works will be working with lighting consultant on location placement of lights. I had a meeting with the public works department staff and we have a plan to install the lights in June/July 2023.



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

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

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

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

## RESOLUTION NO. 48-23

Resolution finally approving and confirming plans, specifications, form of contract, and estimate of cost for the Bridge Deck Overlay-1<sup>st</sup> Avenue over Bear Creek 2023 Project

WHEREAS, the City Council of the City of Dyersville, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract, and estimate of cost (the "Contract Documents") for the proposed Bridge Deck Overlay-1st Avenue over Bear Creek 2023 Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing was held on the Contract Documents on June 19, 2023; and

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council gave preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

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

Passed and approved June 19, 2023.

---

Jeff Jacque, Mayor

Attest:

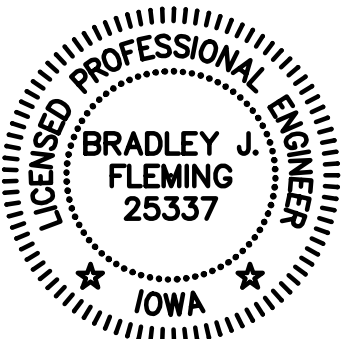
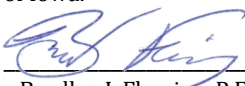
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Tricia L. Maiers, City Clerk

WHKS NO. 9715.00

# SPECIFICATIONS AND CONTRACT DOCUMENTS FOR BRIDGE DECK OVERLAY – 1<sup>ST</sup> AVENUE OVER BEAR CREEK

Dyersville, IOWA  
2023

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               _____              Bradley J. Fleming, P.E.         </div> <div style="text-align: right;">             6/15/2023              _____              Date         </div> </div> <p>License number <u>25337</u></p> <p>My license renewal date is December 31, 2024.</p> <p>Pages or sheets covered by this seal:  <u>ALL PAGES</u>              _____              _____</p>
--	--

# whks

engineers + planners + land surveyors

**CITY OFFICIALS**

Mayor	Jeff Jacque
City Council	Tom Westhoff Jenni Ostwinkle Silva Jim Gibbs Mike English Mike Oberbroeckling
City Clerk	Tricia Maiers
City Administrator	Mick Michel
Public Works Director	John Wandsnider

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NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF "BRIDGE DECK OVERLAY – 1<sup>ST</sup> AVENUE OVER BEAR CREEK", IN AND FOR THE CITY OF DYERSVILLE, IOWA, AND THE TAKING OF BIDS FOR SAID IMPROVEMENTS

Sealed proposals, subject to the conditions contained herein, will be received by the City Clerk of the City of Dyersville, Iowa, at the City Clerk's office in City Hall, 340 1<sup>st</sup> Avenue East, Dyersville, Iowa, before 3 o'clock p.m. according to the clock in the City Council chambers on the 11<sup>th</sup> day of July, 2023 for:

Construction of "Bridge Deck Overlay – 1<sup>st</sup> Avenue Over Bear Creek", as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the City Clerk, Dyersville, Iowa.

Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Proposals received will be opened, read aloud, tabulated, and referred to the City Council for consideration at a meeting to be held at 6 p.m. on the 17<sup>th</sup> day of July, 2023 in City Hall, City Hall, 340 1<sup>st</sup> Avenue East, Dyersville, Iowa. Bids will be acted upon at such time or at such later time as may then be fixed. Prior thereto, at said time specified above, in the Council Chambers in City Hall, a hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said Improvements, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is the overlay and associated repairs including, but not limited to the following:

Bridge Deck Overlay – 1st Avenue Over Bear Creek

The extent of the work involved is the furnishing of labor and new materials required for repairs that include: concrete deck repair, deck overlay, deck drain extensions, approach pavement and paving notch replacement, barrier rail and concrete curb removal, aesthetic barrier rail construction, and other misc. repairs.

The Proposal shall be made out on the form furnished by the City of Dyersville and obtained from WHKS & Co., Engineers, Planners, and Surveyors, and must be accompanied in a sealed envelope by either: (1) a certified check, or a cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, in an amount of 5% of bid amount; or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 5% of bid amount; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of bid amount.

The bid security shall be made payable to the City Clerk of the City of Dyersville, Iowa.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required,



pursuant to the provisions of this notice and the other contract documents. The City will accept bid bond forms that meet the requirements of Iowa Code section 26.8.

Sales Tax Exemption. Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the City Council, the prime contractor and all subcontractors will be issued a certificate of exemption.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The Contractor shall commence work after the Notice to Proceed is issued and work shall be completed on or before November 30<sup>th</sup>, 2023

Payment to the Contractor for said Project will be made in cash derived from the proceeds of the issuance of bonds as may be legally used for such purposes, governmental grants and/or from cash on hand. Any combination of the above methods of payment may be used at the discretion of the City.

The Contractor will be paid each month ninety-five (95) percent of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made in accordance with Iowa Code chapters 26 and 573, as amended. No partial or final payment will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the City and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of the improvements constructed for a period of two (2) years after completion and acceptance by the City.

Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, which plans and specifications and the proceedings of the City referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the City Clerk and at the offices of WHKS & Co., and may be examined by the bidders.

Plans and specifications are available to download free of charge at [www.questcdn.com](http://www.questcdn.com). Plans and specifications for private use may also be obtained from WHKS & Co., Engineers, Planners, and Surveyors, 1701 Route 35 North, East Dubuque, IA 61025, for a refundable deposit of \$50. If the plans and specifications are not returned to WHKS & Co. within fourteen (14) days after the award of the project and in reusable condition, the deposit shall be forfeited.

The City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

Published upon order of the City Council of the City of Dyersville, Iowa.

CITY OF DYERSVILLE, IOWA

Attest: \_\_\_\_\_/s/ Tricia Maiers  
City Clerk

## INFORMATION FOR BIDDERS

### Proposals

Proposals must be submitted on forms furnished by the Engineer and endorsed:

To: City Council  
Dyersville, IA  
Bid for Bridge Deck Overlay – 1<sup>st</sup> Avenue Over Bear Creek

Proposals must be filled out with ink or typewriter, and without erasure, interlineation or changes, and if not made in accordance with Information for Bidders, will be subject to rejection as irregular, yet the Owner reserves the right to waive any irregularity.

It is expressly agreed that by submitting a proposal the bidder acknowledges that he/she has examined the location or site of the proposed improvements and the plans and specifications and accepts all the terms and conditions thereof.

Proposals will be made in the name of the principal, and if a partnership, the names of all partners shall be given. Exact post office address shall be given in all cases.

Facsimile Proposals will not be considered, but modifications by facsimile of Proposals already submitted will be considered if received prior to the time set for the bid opening.

### Proposal Guaranty

See Bid Announcement for requirements and responsibility.

### Bid Options

Two deck overlay options are described in the plans. Contractor may select either Option 1 or Option 2 and shall submit one total bid price. Award will be based on the lowest total bid price.

### Award

The Owner will proceed without unnecessary delay to consider the proposals and reserves the right to reject all bids, to reject any unresponsive bid, or to waive any technicalities in bids received. One contract will be awarded for the total project construction work based on the low total bid selected at the City's discretion.

### Time for Completion

The work shall commence after the Notice to Proceed is issued and shall be completed within the time frame stated in the Bid Announcement. Any extension of time shall be at the discretion and express approval of the Owner.

### Failure to Complete on Time

If the Contractor should fail to complete the contract within the date set for completion or the date set for completion as extended by the Owner, he/she shall be held liable, as stated in the Special Provisions.

#### Return of Proposal Guaranty

Proposal guarantees of the lowest two or more bidders may be retained until a contract is awarded or rejection made, but not to exceed the time period listed in the Bid Announcement. Other proposal guarantees shall be returned after the review and tabulation of bids is completed.

#### Owner

Whenever the term "Owner" appears in these specifications, it shall mean the City of Dyersville, IA.

#### Engineer

Whenever the term "Engineer" appears in these specifications, it shall be understood to mean WHKS & Co., Engineers, Planners, and Surveyors or their duly authorized representatives, such representatives acting severally within the scope of the particular duties entrusted to them.

#### Drawings

The drawings which show the details of the work specified herein are designated the "Plans" and form an integral part of the specifications and contract documents.

#### Right-of-Way

The Owner will furnish all property, easements or right-of-way necessary for the construction of the project. The Contractor shall conduct their operations within the right-of-way provided, unless additional arrangements are made between the Contractor and adjacent property owners.

#### Payment

The Contractor should refer to the Bid Announcement for the method of financing and work progress payments.

#### Pre-Construction Meeting and Schedule of Work

The pre-construction meeting shall be held on call by the Engineer and shall include discussion of the schedule of work, safety, related responsibilities with utilities, and other pertinent related items concerning the proposed construction. At this meeting the Contractor shall provide the Owner with a list of subcontractors, their foreman, and telephone numbers, as well as a planned construction schedule. Representatives of the various utility companies will be invited to the pre-construction meeting to begin early coordination and cooperation.

#### Bond and Insurance

The Contractor shall present the following documents before completion and signing of the contract:

- A. Performance Bond equal to 100% of the contract amount.
- B. Payment Bond equal to 100% of the contract amount.
- C. Maintenance Bond whereby the Contractor expressly agrees to maintain the work for two (2) year(s) from the date of final acceptance by the Owner. It is understood and agreed that the maintenance shall cover all repairs and replacements made necessary by defects in material and workmanship and such maintenance shall be provided without additional charge or cost to the Owner.
- D. The Contractor shall file with the Owner proof of insurance coverage meeting the requirements of Section 6.1 of the General Conditions.

#### Sales Tax

All bids shall not include Iowa Sales Tax for materials used in the project. Upon award, the successful bidder shall immediately provide a listing of all Contractors, which will work on the project. The listing shall include name, address, tax ID number, and brief description of the work to be performed. The City will register the contractors with the Iowa Department of Revenue and will furnish appropriate tax-exempt certificates to the successful bidder for distribution and use.

#### Plan Charge

See Bid Announcement for plan availability and charges.

#### Prompt Payment to Subcontractors Provisions

The Iowa Legislature has passed legislation relating to progress payments, final payments, and retention from payments made to subcontractors on public improvement construction projects. Provisions of the legislation include the following:

- 1. Retention: The Contractor may retain from each payment to a subcontractor not more than the lesser of five percent (5%) or the amount specified in the contract between the Contractor and the Subcontractor.
- 2. Prompt Payment: A progress payment or final payment to a subcontractor for satisfactory performance of the subcontractor's work shall be made no later than:
  - a) Seven (7) days after the Contractor receives payment for that subcontractor's work.
  - b) A reasonable amount of time after the Contractor could have received payment for the subcontractor's work, if the reason for nonpayment is not the subcontractor's fault.

A Contractor's acceptance of payment for one subcontractor's work is not a waiver of claims, and does not prejudice the rights of the Contractor, as to any other claim related to the Contract or project.

3. Interest Payments: If the Contractor receives an interest payment, the Contractor shall pay the subcontractor a share of the interest payment proportional to the payment for the subcontractor's work.

#### Addenda

No interpretation of the meaning of the Plans, Specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to WHKS & Co., 1701 Route 35N, East Dubuque, IL 61025 and to be given consideration must be received at least five days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be delivered to all prospective bidders (at the respective address furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract documents.

Bidders shall file their names and addresses with the Engineer in order that any addenda, which may be issued, may be mailed to them.

#### Substitution of Materials

##### A. Substitution or approval of materials prior to bidding

Whenever any particular brand or make of material or apparatus is hereinafter called for, every bidder, submitting a Bid upon this Specification and the accompanying Drawings, obligates himself to the use of such brands and makes, or of such other brands or makes as shall have been duly approved by the Engineer and the Owner in the manner described herein.

Whenever any article or any material is specified by a reference to the name of any manufacturer or dealer, or by specific reference to the catalogs of manufacturers or dealers, the intent is to establish a standard of excellence which the Engineer and the Owner have determined upon as requisite and necessary for this Project, and subject only therefore, to such modifications as the Engineer and the Owner may make in accordance with the procedure given in this article. It is, therefore, mandatory and binding upon the bidders to abide within the limits of the restrictions imposed.

Where the words "or equal", "as selected", "approved", "approved make" or other synonymous terms are used in reference to material, quality, methods or apparatus in lieu of or in addition to other specific references, it is to be distinctly understood that the approval of any such substitutions is vested in the Engineer whose decision shall be final and binding upon all concerned.

The intent of this Specification is not to ELIMINATE PROPERLY QUALIFIED ENTRANTS FROM COMPETITION, but to confine the bidding on the part of Contractors, manufacturers and dealers, to those whose standing and qualifications are such that the

Engineer and the Owner feel warranted in giving them their approval. If, however, any bidder desires to have consideration given to INDIVIDUALS, FIRMS, MATERIALS, BRANDS, MAKES, ETC., OTHER THAN SPECIFIED, he may have the privilege at any time prior to ten days (240 hours) of the hour and day set for the opening of Bids of submitting or causing to be submitted to the Engineer for his approval, any such matters. Request for approval of materials or equipment shall be submitted to the Engineer in writing at WHKS & Co., 1701 Route 35N, East Dubuque, IL 61025, at any time prior to the established deadline. Requests received after the established deadline will not be considered. All requests shall clearly define and describe materials or equipment for which approval is requested. Requests shall be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data, etc., where same is necessary to completely describe the product.

If, therefore, the same shall receive the Engineer's approval, or if the Engineer himself shall decide to enlarge the scope of the Specifications, such approvals or additional information will be made only by addendum duly numbered, dated and issued and delivered to each bidder receiving a set of Contract Documents, so that the bidders may have an opportunity to avail themselves of any such information prior to the submission of their proposals.

It is hereby understood and agreed by all bidders that all Bids will be based upon materials and equipment as specified or approved via addendum by the Engineer and the Owner as acceptable on this project.

Where specific reference has been made to one or more brands, or makes or materials, no substitution will be considered or permitted after the Bids have been opened, except as the Owner may elect in accordance with the following provision of these Specifications.

**B. Substitution or approval of materials after bidding**

Since all Bids are based upon materials and equipment as specified or approved prior to bidding, the Engineer and the Owner will not consider substitutions after bidding except in such cases where it is necessary to make a substitution because of strikes, lockouts, bankruptcy, discontinuance of a product, etc. Requests for such substitutions of materials after the award of a Contract shall be made in writing to the Engineer with a copy to the Owner and shall be made within ten days of the date that the Contractor ascertains he cannot obtain the material or equipment specified. Such request shall be accompanied by a complete description of the material or apparatus on which a substitution is desired to be made. Substitution of materials or apparatus other than those specified will not be accepted except upon the recommendation of the Engineer to the Owner and with written approval of the Owner.



**PROPOSAL FORM**

Proposal of \_\_\_\_\_  
(Name of Bidder)

of \_\_\_\_\_  
(City) (State)

To construct Bridge Deck Overlay – 1<sup>st</sup> Avenue over Bear Creek

TO: The City Council  
Dyersville, Iowa

(I) (We) hereby certify that (I am) (we are) the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications and contract forms, including the supplemental requirements contained herein, and of the site of the work; (I) (we) understand that all quantities of work are to be performed at the unit prices or lump sums stipulated herein; (I) (we) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices herein set out.

To do the work in accordance with the Plans, Special Provisions and Technical Specifications.

To do all "extra work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work.

As evidence of good faith in submitting this Proposal, the undersigned encloses a bid security as required by the Notice, which, in case he/she refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Owner, as liquidated damages.

The undersigned agrees to execute the Standard Form of Contract upon written notice of acceptance of the bid as accepted and give bond with good and sufficient surety or sureties and in the required amounts within ten (10) days after the prescribed forms are presented for signature or forfeit the bid security furnished herewith.

The undersigned understands that the breakdown of proposal items into various categories of work is for the convenience of the Owner. The undersigned agrees to begin work within ten (10) days after "Notice to Proceed" is issued and to complete the same within the contract period shown below:

_____	_____
Beginning Date	Completion Date
10 days after Notice to Proceed	November 30, 2023

Any Contractor who proposes any alteration of the plans in any respect from that shown shall submit such proposal to the Engineer for approval at least ten days prior to the letting date.

**Base Bid - Division 1**

Item	Description	Unit	Quantity	Unit Price	Total
1	Top Soil, Strip, Salvage and Spread	CY	20	\$	\$
2	Earth Shoulder Construction	STA	3	\$	\$
3	Bridge Approach Pavement, as per Plan	SY	431.2	\$	\$
4	Removal of Pavement	SY	431.2	\$	\$
5	Remove and Reinstall Sign as per Plan	EA	4	\$	\$
6	Painted Pavement Markings, High-Build Waterborne	STA	26	\$	\$
7	Wet Retroreflective Removable Tape Markings	STA	6.44	\$	\$
8	Pavement Markings Removed	STA	13	\$	\$
9	Temporary Barrier Rail, Concrete	LF	750	\$	\$
10	Temporary Traffic Signals	EA	1	\$	\$
11	Traffic Control	LS	1	\$	\$
12	Flaggers	EA	2	\$	\$
13	Mobilization	LS	1	\$	\$
14	Temp Crash Cushion	EA	4	\$	\$
15	Mulching	ACRE	0.04	\$	\$
16	Seeding and Fertilizing (Rural)	ACRE	0.04	\$	\$
17	Stabilizing Crop - Seeding and Fertilizing	ACRE	0.04	\$	\$
18	Silt Fence	LF	525	\$	\$
19	Removal of Silt Fence or Silt Fence for Ditch Checks	LF	525	\$	\$
20	Maint. of Silt Fence/Silt Fence-Ditch Check	LF	42	\$	\$
21	Mobilizations, Erosion Control	EA	1	\$	\$
22	Mobilizations, Emergency Erosion Control	EA	1	\$	\$

Total (Division 1) \$ \_\_\_\_\_

**Base Bid - Division 2**

Item	Description	Unit	Quantity	Unit Price	Total
1	Removals as per Plan	LS	1	\$	\$
2	Excavation, Class 20	CY	22.7	\$	\$
3	Reinforcing Steel, Epoxy Coated	LB	7,557	\$	\$
4	Deck Repair, Class A	SY	307.2	\$	\$
5	Concrete Barrier Rail, Aesthetic	LF	269.6	\$	\$
6	Paving Notch Replacement	LF	70.7	\$	\$
7	Drain Extensions	EA	4	\$	\$

Total (Division 2)     \$ \_\_\_\_\_

**Overlay Option 1 - Division 3**

Item	Description	Unit	Quantity	Unit Price	Total
1	Deck Overlay (Class O PCC)	SY	428.2	\$	\$

**Overlay Option 2 - Division 4**

Item	Description	Unit	Quantity	Unit Price	Total
1	Deck Overlay (Class HPC-O PCC)	SY	428.2	\$	\$

**Bid Summary**

Total Bid  
(Select One)

Base Bid + Overlay Option 1 (Divisions 1 + 2 + 3)     \$ \_\_\_\_\_

**OR**

Base Bid + Overlay Option 2 (Divisions 1 + 2 + 4)     \$ \_\_\_\_\_

**The undersigned has completed the attached Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.**

The right is reserved, as the interest of the Owner, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The receipt of the following addenda is hereby acknowledged:

Addendum No.

Dated

\_\_\_\_\_

\_\_\_\_\_

The Contractor understands that this Proposal is binding upon him/her for a period of thirty (30) days from and after the opening of all bids for this proposed construction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

 \_\_\_\_\_  
Company Name
 
 \_\_\_\_\_  
Company Owner/Officer Printed Name
 
 \_\_\_\_\_  
Company Owner/Officer Signature
 
 Address \_\_\_\_\_  
 \_\_\_\_\_
 
 E-mail \_\_\_\_\_  
 \_\_\_\_\_

# Bidder Status Form

Item 33.

## To be completed by all bidders

## Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.  
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

## To be completed by resident bidders

## Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

*You may attach additional sheet(s) if needed.* City, State, Zip: \_\_\_\_\_

## To be completed by non-resident bidders

## Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: \_\_\_\_\_

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

*You may attach additional sheet(s) if needed.*

## To be completed by all bidders

## Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No      My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

## CONTRACT

This contract, made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Dyersville, Iowa, hereinafter called the Owner, and \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed Bridge Deck Overlay – 1<sup>st</sup> Avenue over Bear Creek hereinafter called the Project, in accordance with the Plans, Specifications, Addenda and other Contract Documents prepared by WHKS & Co., Consulting Engineers and Planners, Mason City, IA.

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in an acceptable manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

The Owner agrees to pay and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of: \_\_\_\_\_ (\$\_\_\_\_\_) in accordance with the provisions of the Contract Documents.

This Contract and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and his/her partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

By virtue of statutory authority, preference will be given to Iowa domestic labor and products, provisions and coal produced in the State of Iowa.



IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
City

\_\_\_\_\_  
State

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Dyersville  
City

IA  
State

## PERFORMANCE AND MAINTENANCE BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

\_\_\_\_\_  
(Hereinafter called the "Principal")

of \_\_\_\_\_

a/an \_\_\_\_\_  
duly authorized by the law to do business as a Construction Contractor in the State of Iowa and of \_\_\_\_\_ (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto City of Dyersville, IA (hereinafter called the "Obligee,") in the penal sum of

(\$ \_\_\_\_\_), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the \_\_\_\_ day of \_\_\_\_\_, 2023, the said Principal entered into a written agreement with said Obligee for the construction of Bridge Deck Overlay – 1<sup>st</sup> Avenue Over Bear Creek as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said agreement, Bid Announcement, Proposal, Plans, Specifications, and related documents shall comply with all the requirements of the Laws of the State of Iowa, shall pay as they become due all just claims for work or requirements performed and materials furnished in connection with said Agreement, and shall defend, indemnify and save harmless said Obligee, against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Agreement, and shall guarantee the work against defects in workmanship and material during the construction and for two (2) years after the time of acceptance of the work, and make good such guarantee; then these presents shall be void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given when the same are not satisfied out of the portion of the contract price which the public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To the extension of time to the Contractor in which to perform the contract.
2. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

ATTEST: \_\_\_\_\_

Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

Surety

By: \_\_\_\_\_

## PAYMENT BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

\_\_\_\_\_  
(Hereinafter called the "Principal")

of \_\_\_\_\_

a/an \_\_\_\_\_  
duly authorized by the law to do business as a Construction Contractor in the State of Iowa and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto City of Dyersville, Iowa (hereinafter called the "Obligee,") in the penal sum \_\_\_\_\_ of (\$\_\_\_\_\_), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the \_\_\_\_ day of \_\_\_\_\_, 2023, the said Principal entered into a written agreement with said Obligee for the construction of the Bridge Deck Overlay – 1<sup>st</sup> Avenue Over Bear Creek items as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

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## GENERAL CONDITIONS

### DEFINITIONS

1.1 **Contract** is the agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or materials therefore. The contract includes the Contract Documents listed below. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed shall govern.

- a. Contract
- b. Addenda to Contract Documents
- c. Other Legal and Procedural Documents
- d. Proposal
- e. Bid Announcement
- f. Special Provisions
- g. Detailed Specifications
- h. Plans
- i. General Conditions
- j. Performance and Maintenance Bond
- k. Proposal Guaranty

1.2 **Engineer** is the Engineer named in the Contract Documents or his/her representative duly authorized to act for the Engineer.

1.3 **Owner** is the Owner named in the Contract Documents.

1.4 **Contractor** is the individual, firm, partnership or corporation, and his/her, their, or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, covenant or corporation, or his/her, their or its surety under the contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used, as referring to the work "Contractor" it shall mean the Contractor as defined above.

1.5 **Subcontractor** is any person, firm or corporation with a direct contract with the Contractor who acts for or on behalf of the Contractor in executing any part of the Contract, but does not include one who only furnishes material.

1.6 **Proposal** is the offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

1.7 **Bid Announcement** is the Notice of Hearing and Letting or Advertisement for Bids.

1.8 **Performance Bond** is the approved form of security furnished by the Contractor and his/her Surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.

1.9 **Maintenance Bond** is the approved form of security furnished by the Contractor and his/her Surety as a maintenance guaranty on the part of the Contractor furnished in accordance with the applicable statutes or as specifically required by the terms of the Contract or Contract Documents.

1.10 **Payment Bond** is the approved form of security furnished by the Contractor and his/her surety as a guaranty of payment to subcontractors and suppliers in accordance with the applicable statutes.

1.11 **Surety** is the person, firm or corporation who executes the Contractor's required bonds.

1.12 **Specifications** shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specification Requirements, with all addenda thereto.

1.13 **Plans** shall mean the detailed construction drawings or sketches furnished to the Contractor.

1.14 **Written Notice** shall be considered as served when delivered in person or sent by mail to the individual, firm or corporation or to the last business address of such known to him/her who serves the notice.

- a. **Change of Address:** It shall be the duty of each party to advise the other parties to the Contract as to any change in his/her business address until completion of Contract.

1.15 **Act of God** means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

1.16 **Working Day** is any day the Contractor can work six hours or more, excluding Saturday, Sunday or Legal Holidays.

## INFORMATION FOR BIDDERS

2.1 **Form of Proposal:** Each Proposal shall be made on a form prepared by the Engineer and included as one of the Contract Documents. The Proposal shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.

2.2 **Discrepancies:** In case of a difference between the unit price amount of a bid item and the extension total amount of a bid item, the unit price amount shall govern.

2.3 **Modifications:** Proposals shall not contain any modifications of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered. Facsimile proposals will not be considered, but modifications by facsimile of proposals already submitted will be considered if received prior to the time set for the bid opening.

2.4 **Examination of Contract Documents And Visit To Site:** Before submitting a Proposal, bidders shall carefully examine the plans, read the specifications and the other Contract Documents, visit the site of work and fully inform themselves as to all existing conditions and limitations.

2.5 **Delivery of Proposals:** Proposals shall be delivered by the time and to the place stipulated in the Bid Announcement. It is the sole responsibility of the bidder to see that his/her Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the bidder unopened.

2.6 **Withdrawal:** Any bidder may withdraw his/her Proposal, either personally, by facsimile or written request, at any time prior to the scheduled closing time for receipt of Proposals.

2.7 **Bid Letting:** Proposals will be opened and publicly read aloud at the time and place set forth in the Bid Announcement.

2.8 **Award of Contract:** The Contract will be awarded to the lowest, responsive, responsible bidder complying with these instructions and with the Bid Announcement. The Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner. No bidder may withdraw his/her Proposal for a period of 30 days after the date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidder.

2.9 **Interpretation of Documents:** If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Plans, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he/she shall submit to the Engineer a request for an interpretation or correction thereof. Any interpretation or correction of the documents will be made only by Addenda duly issued and copies of the Addenda will be delivered to each person receiving a set of the Contract Documents. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

2.10 **Addenda:** All addenda issued during the time of bidding or forming a part of the Contract Documents issued to the bidder for the preparation of his/her Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged on the Proposal Form.

2.11 **Bidders Interested in More Than One Proposal:** No person, firm, or corporation shall be allowed to make, file or to be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a subproposal to a bidder or who has quoted prices on materials to a bidder is not disqualified from submitting a subproposal or quoting prices to other bidders.

2.12 **Errors:** To insure against accidental errors, the Contractor shall read carefully the contract documents before preparing his/her Proposal.

2.13 **Proposal Guaranty:** Each Proposal shall be accompanied by a guaranty of the form and in the amount indicated in the Contract Documents.

2.14 **Preparing the Proposal:** In preparing the Proposal, the bidder shall specify the unit prices, written legibly in ink or typewritten, at which he/she proposes to do each item of work. The unit price shall be stated in figures and the total amount of each item shall be computed by the bidder based on the unit prices bid for the quantities given in the Proposal.

2.15 **Estimate of Quantities:** The estimate of quantities listed in the Proposal is approximate only and is to be used only as a basis of comparing bids. Any later change in the quantities will not affect the previous selection of the low bidder and any change in quantities less than twenty percent (20%), or as provided by law, shall not require the approval of the Contractor.

## DRAWING, SPECIFICATIONS AND RELATED DATA

**3.1 Intent of Plans and Specifications:** The intent of the Plans and Specifications is that the Contractor furnish all labor, materials, equipment and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The Contractor shall do all the work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner and to fully complete the work or improvements ready for use, occupancy and operation by the Owner.

**3.2 Discrepancies in Plans:** Any discrepancies found between the Plans and Specifications and site conditions or any errors or omissions in the Plans or Specifications shall be immediately reported to the Engineer. The Engineer shall promptly correct such error or omission in writing. Any work performed by the Contractor after discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

**3.3 Copies of Plans and Specifications Furnished:** Except as provided for otherwise, all required copies of Plans and Specifications necessary for the execution of the work shall be furnished to the Contractor.

**3.4 Plans and Specifications at Job Site:** One complete set of all Plans and Specifications shall be maintained at the job site and shall be available to the Engineer at all times.

**3.5 Ownership of Plans and Specifications:** All original or duplicated Plans and Specifications and other data prepared by the Engineer shall remain the property of the Engineer.

**3.6 Dimensions:** Listed dimensions on the Plans shall be used in preference to scaling the Plans. Where the work of the Contractor is affected by finish dimensions, these dimensions shall be determined by the Contractor at the site and he/she shall assume the responsibility therefore.

**3.7 Models:** All models prepared for this work shall become the property of the Owner at the completion of the work.

**3.8 Samples:** Samples called for in the Specifications or required by the Engineer shall be furnished by the Contractor. Samples shall be furnished so as not to delay fabrication and to allow the Engineer reasonable time for the consideration of the samples submitted.

**3.9 Shop Drawings:** The Contractor shall provide shop drawings, schedules and such other drawings and samples as may be necessary for the prosecution of the work in the shop and in the field. Drawings shall include, but not necessarily be limited to, all equipment, materials, machinery, piping layouts, electrical line drawings, structural steel, reinforcement, and apparatus required to be furnished under this Contract.

Reviews by the Engineer of Shop Drawings and Samples for any material, apparatus, devices, and layouts shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quantity, quality, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Such review shall not relieve the Contractor from responsibility for errors of any sort on the Shop Drawings. If the Shop Drawings or Samples deviate from the Contract Documents, the Contractor shall advise the Engineer of the deviation in writing accompanying the Shop Drawings or Samples, including the reasons for the deviation.

Shop Drawings shall be submitted according to the following schedule:

- a. A minimum of six copies shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of work.
- b. The Engineer will return all Samples or all but three Shop Drawing copies to the Contractor marked with corrections and changes.
- c. The Contractor shall then correct the Shop Drawings or Samples to conform to the corrections and changes requested by the Engineer.
- d. Following completion of such corrections and changes, the Contractor shall furnish the Engineer three copies of the Shop Drawings conforming to the required corrections and changes.
- e. One copy of all Shop Drawings used shall be kept in good condition at the job site by the Contractor.
- f. Upon submittal of corrected Shop Drawings, the Contractor shall also furnish the Engineer with two copies of operating and maintenance manuals, spare parts catalogs and equipment maintenance data sheets with nameplate data for each item of mechanical, electrical and process equipment and the source of procurement of spare parts.

**3.10 Quality of Equipment and Materials:** In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

- a. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.
- b. The Contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials or equipment shall be used unless approved in writing.

**3.11 Equipment Approval Data:** The Contractor shall furnish one (1) copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- a. The submittal shall be compiled by the Contractor and approved by the Engineer before the equipment is ordered.



- b. Each data sheet or catalog in the submittal shall be indexed according to specification section and paragraph for easy reference.
- c. After written approval, this submittal shall become a part of the Contract and may not be deviated from except upon written approval of the Engineer.
- d. Catalog data for equipment approved by the Engineer does not in any case supersede the Engineer's Contract Documents. The approval of the Engineer shall not relieve the Contractor from responsibility for deviations from Plans or Specifications, unless he/she has in writing called the Engineer's attention to such items submitted. The Contractor shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.
- e. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He/she shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Plans and Specifications.
- f. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly and in harmony with the intent of the Plans and Specifications and to make all changes in the work required by the different arrangement of connections.

**3.12 Surveys:** Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of grade stakes, slope stakes and bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and set other necessary construction stakes, including batter boards, stakes for individual pile locations and other working points. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes; and, in the case of destruction thereof by the Contractor or resulting from his/her negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

**3.13 Discrepancies in Surveys:** If the Contractor, in the course of the work finds any discrepancy in the layout of the work as given by the grade stakes, slope stakes or other references given for construction procedures, he/she shall immediately inform the Engineer of such discrepancy. The Engineer shall promptly verify the same and shall make corrections where they are required. Any work performed by the Contractor after such discovery, until authorized, shall be accomplished at the Contractor's risk.

## ENGINEER-OWNER-CONTRACTOR RELATIONS

**4.1 Engineer's Responsibility and Authority:** The Engineer shall be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in Sections 1 through 8 of these General Conditions and shall not be extended without written consent of the Owner and Engineer.

The Engineer shall not be responsible for the construction means, methods, techniques, sequences or procedures or the health and safety precautions and programs incident thereto, and he/she will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

**4.2 Engineer's Decisions:** All claims of the Owner or the Contractor shall be presented to the Engineer for decision, which shall be made in writing within a reasonable time. All decisions of the Engineer shall be final, except in cases where time and/or financial considerations are involved. In these cases, disputed decisions shall be subject to mediation or arbitration.

**4.3 Suspension of Work:** The Owner shall have the authority to suspend the work, wholly or in part, for such period or periods as he/she may deem necessary due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Owner's permission.

**4.4 Arbitration:** Should there be any dispute or any questioned decision of the Engineer which is subject to arbitration, it shall be promptly submitted to arbitration upon demand by either party to the dispute. The Contractor shall not delay the work because arbitration proceedings are pending unless he/she has written permission from the Engineer to do so and such delay shall not extend beyond the time when the arbitrators shall have opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Engineer and any adverse party either by personal delivery or by registered mail addressed to the last known address of each within twenty (20) days of receipt of the Engineer's decision, and in no event after final payment has been made and accepted, subject however, to any express stipulation to the contrary in the Contract Documents. Should the Engineer fail within a reasonable period to make a decision, a demand for arbitration may then be made as if the Engineer's decision had been rendered against the party demanding arbitration.

- a. No one shall be qualified to act as an arbitrator who has, directly or indirectly, any financial interest in the Contract or who has any business or family relationship with the Owner, the Contractor, or the Engineer. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.
- b. Arbitration shall be in accordance with the procedure and standards of The American Arbitration Association and/or the applicable State Statutes.

In lieu of arbitration, if both parties agree, the dispute may be submitted for mediation.

**4.5 Observation of Work:** The Contractor agrees to complete the construction in conformity with General Conditions

the contract documents regardless of the extent or character of the observation. All materials and each part or detail of the work shall be subject at all times to construction observation. Such observation may include mill, plant or shop observation and any material furnished under this contract is subject to such observation. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed observation.

**4.6 Resident Observation:** The Resident Engineer or Resident Observer shall observe the work being performed. The primary purpose of this function is to help assure the Contractor's compliance with the plans and specifications and does not guarantee the Contractor's performance nor does it relieve the Contractor of his/her responsibility to construct the work in accordance with the Plans and Specifications. The Observer's duties do not include construction means, methods or procedures used by the Contractor. The Contractor is solely responsible for construction means, methods, procedures and job-site safety.

**4.7 Examination of Completed Work:** If requested by the Engineer, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as Extra work. Should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

**4.8 Contractor's Superintendence:** A qualified superintendent shall be on the project site and shall give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor and all directions given to the superintendent shall be considered given to the Contractor. The Engineer's instructions shall be confirmed in writing upon written request from the Contractor.

**4.9 Lands by Owner:** The Owner shall provide the lands shown on the Plans upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the contract amount and in the time of completion.

**4.10 Lands by Contractor:** Any additional land and/or access thereto not shown on the Plans that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his/her apparatus, storage of materials and operation of his/her workmen to those areas described in the Plans and Specifications and to such additional areas which he/she may provide as approved by the Engineer.

**4.11 Private and Public Property:** The Contractor shall not enter upon private property for any purpose without obtaining permission. The Contractor shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the project area, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall notify all public and private utilities and use suitable precautions to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until so directed. The Contractor shall bear the cost of repair for all damage caused by his/her negligence.

**4.12 Assignment of Contract:** Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his/her right, title or interest therein, or his/her obligations thereunder, without written consent of the other party.

**4.13 Removal of Construction Equipment, Tools and Supplies:** At the termination of the Contract and before acceptance of the work by the Owner, the Contractor shall remove all equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them.

**4.14 Suspension of Work by Owner:** The work or any portion thereof may be suspended at any time by the Owner provided that he/she gives the Contractor five (5) days' written notice of suspension and sets forth the date on which work is to be resumed. The Contractor shall resume the work upon written notice from the Owner and within ten (10) days after the date set forth in the notice of suspension. If the Owner does not give written notice to resume work within ten (10) days of the date fixed in the notice of suspension, the Contractor may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 8.11.

**4.15 Owner's Right to Correct Deficiencies:** Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, the Owner may, after five (5) days' written notice to the Contractor, correct such deficiencies, at the Contractor's expense, without prejudice to any other remedy he/she may have.

**4.16 Owner's Right to Terminate Contract and Complete the Work:** The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon, and may finish the work by whatever method and means he/she may select. It shall be considered a default by the Contractor whenever he/she shall:

- a. Declare bankruptcy, become insolvent, or assign his/her assets for the benefit of his/her creditors, or
- b. Disregard or violate important provisions of the Contract Documents or Engineer's instructions, or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof, or
- c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefor.

**4.17 Contractor's Right to Suspend Work or Terminate Contract:** The Contractor may suspend work or terminate Contract upon ten (10) days' written notice to the Owner and the Engineer for the following reason:

- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his/her employees.

**4.18 Rights of Various Interests:** Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

**4.19 Separate Contracts:** The Owner may let other contracts requiring coordination of the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting his/her work and to report to the Engineer any irregularities which will not permit him/her to complete his work in a satisfactory manner. Failure to notify the Engineer of such irregularities shall indicate the work of the other Contractors has been satisfactorily completed to receive this work.

**4.20 Subcontracts:** The Contractor shall submit to the Owner the names of the subcontractors proposed for the work. Subcontractors may not be changed except with the approval of the Owner. The Contractor is responsible to the Owner for the acts and omissions of his/her subcontractors, and of their direct and indirect employees, to the same extent as he/she is responsible for the acts and omissions of his/her employees. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Owner. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

**4.21 Work During an Emergency:** The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, he/she shall notify the Engineer of the emergency as soon as practicable, but he/she shall not wait for instructions before proceeding to properly protect both life and property.

**4.22 Oral Agreements:** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, nor shall any of the provisions of the Contract Documents be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed upon waiver or modification in writing.

## MATERIALS AND WORKMANSHIP

**5.1 Materials Furnished by the Contractor:** All materials used in the work shall meet the requirements of the respective Specifications and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.

**5.2 Materials Furnished by the Owner:** Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he/she shall notify the Engineer. The Contractor shall be responsible for material loss or damage after receipt of Owner-furnished material.

**5.3 Storage of Materials:** Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or leasee of the property.

**5.4 Character of Workers:** The Contractor shall at all times be responsible for the conduct and discipline of his/her employees and/or any subcontractor or persons employed by subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly perform the work assigned to them.

**5.5 Rejected Work and Materials:** All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are, in any way, unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Engineer and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

- a. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove and store the materials.
- b. Correction of Faulty Work After Final Payment shall be in accordance with Paragraph 8.19.

**5.6 Manufacturer's Directions:** Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned by the Contractor as directed by the Manufacturer unless specified to the contrary.

**5.7 Cutting and Patching:** The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the contract documents to complete the structure. The Contractor shall restore all such cut or patched work as directed by the Engineer.

**5.8 Restoration of Site:** The Contractor shall remove from the Owner's property and from all public and private property all temporary structures, rubbish, and waste materials resulting from the construction operations. The Contractor shall remove all surplus materials leaving the site smooth, clean and true to line and grade. Upon failure to do so within seventy-two (72) hours after request by the Engineer, the work may be done by the Owner and the cost thereof be charged to the Contractor and deducted from the final payment.

**5.9 Guarantee:** The Contractor shall guarantee all work and material against all defects for the period specified in the Bond Form or Special Provisions. The Contractor shall repair or replace any such defective work and/or material to conform to the provisions of this Contract and without expense to the Owner within (10) days after notification in writing by the Owner of such defective work or material. If the Contractor shall not have made such repairs or replacements or have made arrangements for the correction thereof within the period specified above, the Owner shall do so and shall charge the cost of same to the Contractor. The Contractor shall perform the work so as to cause the Owner a minimum of inconvenience and interruption of services.



## INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

**6.1 Insurance:** The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State where the work is located as will protect the Contractor and subcontractors, and which shall indemnify and save harmless the Owner and the Engineer and their officers, agents and employees from and against all claims for bodily injury, death or property damage which may arise from the Contractor's operations under this contract. The insurance shall be in effect whether such operations be by the Contractor or any subcontractor or by anyone directly or indirectly employed by the Contractor and subcontractor. Said insurance shall be provided by an insurance company having an A.M. Best rating of "A" or better.

Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company, nor shall the limits be reduced, without thirty (30) days written notice to the Owner and the Engineer of intention to cancel. The amounts of such insurance shall be not less than the following:

- a. Workers' Compensation - A standard workers' compensation policy approved for use in the state in which the work is to be completed shall be issued with the following coverages.
  1. Statutory Benefits covering all employees injured on the job by accident or disease.
  2. Employer's Liability Insurance with the following limits:
 

(a)	Bodily injury by accident	\$	500,000	each accident
(b)	Bodily injury by disease	\$	500,000	each accident
(c)	Bodily injury by disease	\$	500,000	policy limit
  3. Waiver of Subrogation in favor of the Owner and Engineer.
  4. Applicable Federal insurance coverages when required.
- b. Commercial General Liability Insurance with the minimum limits shown below covering claims for damages because of bodily injury, personal injury, or damage to property which occur on the premises under contract or arise out of the operations in performance of the contract.
  1. General Aggregate Limit \$ 2,000,000
  2. Products' Completed Operations  
Aggregate Limit \$ 2,000,000
  3. Personal and Advertising  
Injury Limit \$ 1,000,000
  4. Each Occurrence Limit \$ 1,000,000

- |    |                                       |    |        |
|----|---------------------------------------|----|--------|
| 5. | Fire Damage Limit (any one fire)      | \$ | 50,000 |
| 6. | Medical Damage Limit (any one person) | \$ | 5,000  |

The above insurance must include the following features:

1. Coverage for all premises and operations.
  2. Personal and Advertising injury.
  3. Operations by independent contractors or subcontractors.
  4. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
  5. Inclusion of the Owner and Engineer as an additional insured on the Commercial General Liability Insurance on a primary and non-contributory basis.
  6. Waiver of Subrogation in favor of the Owner and Engineer.
  7. If the policy is a claims-made policy, coverage shall remain in effect for a period of two (2) years after the project is complete.
  8. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations. Pollution coverage limits shall be \$1,000,000.
- c. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit of \$1,000,000 per accident covering claims for damages because of bodily injury, personal injury, or damage to property which arise out of operations in performance of the contract.
- d. Railroad Protective Liability Insurance if required by the Owner in the Special Provisions or by an affected railroad. The Contractor shall procure and maintain Railroad Protective Liability Insurance naming the railroad as the insured with minimum limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate, or with such other limits as the railroad shall require. The original of said Policy shall be furnished to the railroad and a certified copy of said Policy shall be furnished to the Owner prior to any construction or entry upon the railroad premises by the Contractor.
- e. Umbrella/Excess Insurance - At the Contractor's option, the limits specified in Section 6.1, a, b and c may be satisfied with a combination of primary and Umbrella/Excess Insurance. Umbrella Insurance shall be in the minimum amount of \$2,000,000.

- f. **Builder's Risk Insurance (Property Insurance)** - Unless otherwise provided in the Special Provisions, the Contractor shall purchase and maintain Builder's Risk Insurance in the amount of the initial contract amount. Such insurance shall allow for partial utilization of the work by the Owner and shall be maintained until final acceptance of the work by the Owner.

Builder's Risk Insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood and earthquake, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings, debris removal, materials and equipment in transit, materials and equipment stored at the site or another location approved by the Owner.

Testing and startup services shall be included or the Contractor shall notify the Owner in writing forty eight (48) hours prior to testing or startup so the Owner can ensure that Boiler and Machinery coverage is in place.

- g. **Proof of Insurance** - The Contractor shall, prior to the Owner's approval and execution of the contract, provide to the Owner a certificate(s) of insurance documenting all required insurance coverages as required in this Section 6.1, utilizing the ACORD certificate form, or equivalent form.

Copies of additional insured endorsements and waivers of subrogation shall also be provided with the certificate of insurance.

**6.3 Performance Bond:** The Contractor shall, at the time of execution of the Contract, furnish a corporate surety bond in the sum equal to the Contract Amount. The form of the bond shall be as the Owner may approve and with a Surety Company authorized to do business in the State where the work is located.

**6.4 Maintenance Bond:** The Contractor shall, at the time of execution of the Contract, furnish a corporate surety bond whereby the Contractor agrees to maintain the work for the time specified in the Contract Documents. The maintenance shall cover all repairs and replacements made necessary by defects in materials and workmanship. The form of the bond shall be as the Owner may approve and with a Surety Company authorized to do business in the State where the work is located.

**6.5 Payment Bond:** When required in the Contract Documents, the Contractor shall, at the time of execution of the contract, furnish a corporate surety bond in the sum equal to the Contract Amount. The form of the bond shall be as the Owner may approve and with a Surety Company authorized to do business in the State where the work is located.

**6.6 Patents and Royalties:** If any design, device, material or process covered by letters of patent or copyright is used by the Contractor, he/she shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

**6.7 Permits:** All temporary permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

**6.8 Laws to be Observed:** The Contractor shall give all notices and shall comply with all applicable Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work; with all such orders and decrees as exist or may be enacted by bodies or tribunals having any jurisdiction or authority over the work; and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree.

**6.9 Warning Signs and Barricades:** The Contractor shall provide adequate signs, barricades, fencing, lights and watchperson and take all necessary precautions for the protection of the work and the safety of the public.

**6.10 Public Safety and Convenience:** The Contractor shall at all times conduct the work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

**6.11 Crossing Utilities:** When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

**6.12 Sanitary Provisions:** The Contractor shall provide and maintain such sanitary accommodations for the use of his/her employees and those of subcontractors as may be necessary to comply with local and State health requirements and regulations.

**6.13 Use of Explosives:** Blasting will not be permitted in any case without specific approval of the Owner and then only under such restrictions as may be required by the proper authorities and only when the Contractor has adequate blasting insurance in force.

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care so as not to endanger life or property, cause slides or disturb the materials outside the neat lines of the cross section.

Blasting shall be completed in the vicinity of new structures before construction on such structures is undertaken. All explosives shall be stored in a secure manner and place in compliance with local laws and ordinances and all such storage places shall be clearly marked "Dangerous - Explosives". No explosive shall be left in an unprotected manner along or adjacent to any existing roadway or public place.

## PROGRESS AND COMPLETION OF THE WORK

7.1 **Notice to Proceed:** Following the execution of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such effort as to secure the completion of the work within the time stated in the Contract Documents.

7.2 **Schedule of Completion:** The Contractor shall submit, at such times as may be reasonably requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work. Said schedules shall include dates at which the Contractor will start the several parts of work and estimated dates of completion of the several parts.

7.3 **Changes in the Work:** The Owner may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such changes.

7.4 **Extra Work:** New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or Special Provisions shall be done in accordance with the best practice as approved by the Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

7.5 **Extension of Contract Time:** A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner or by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work as determined by the Engineer. The Contractor shall immediately give written notice to the Engineer and Owner of the cause of such delay.

7.6 **Use of Completed Portions:** The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as the Engineer may determine.

## MEASUREMENT AND PAYMENT

**8.1 Detailed Breakdown of Contract Amount:** Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

**8.2 Progress Payments:** Where the project financing permits, the Contractor shall be entitled to monthly progress payments corresponding to the stage of the work. Progress estimates will be prepared by the Contractor not later than thirty (30) days after commencing work and every thirty (30) days thereafter, if so entitled, for the duration of the construction. These progress payments shall be based upon an approximate estimate of quantities of work completed and considered acceptable multiplied by the unit prices established in the Contract.

Cost of materials, properly stored, protected and insured at the site of work will be paid on monthly estimates only for the specific materials listed therein for partial payment. In preparing the monthly estimates, advancement will be made therein for ninety percent of the cost of such materials, as evidenced by invoices to the Contractor. All materials must conform to the requirements of the Specifications; however, advancement for materials will not constitute acceptance and any faulty material will be condemned although advancement may have been made for same in the estimates. Deductions at the same rates and equal in amount to the advancements will be made on the estimates as the material is used.

Quantities used for progress estimates shall be considered only as approximate and provisional and shall be subject to recalculations, adjustment and correction by the Engineer in subsequent progress estimates and in final estimates. Inclusion of any quantities in progress estimates, or failure to disapprove the work at the time of progress estimate, shall not be construed as acceptance of the corresponding work or materials.

Payment of the retained percentage shall be withheld for a period consistent with applicable state law following the final acceptance by the Owner and shall be paid to the Contractor at the expiration of said time period in event no claims, as provided by law, have been filed against such funds. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to pay the cost of such action and to cover attorney fees.

**8.3 Engineer's Action on a Request for Payment:** Within ten (10) days of submission of the Request for Payment by the Contractor, the Engineer shall:

- a. Approve the Request for Payment as submitted.
- b. Approve such other amount as he/she shall decide is due the Contractor, informing the Contractor in writing of the reasons for approving the amended amount.
- c. Withhold the Request for Payment, informing the Contractor in writing of the reasons for withholding it.

**8.4 Owner's Action on an Approved Request for Payment:** Within thirty (30) days, when monthly payments are specified, from the date of approval of a Request for Payment by the Engineer, the Owner shall:

- a. Pay the Request for Payment as approved.
- b. Withhold payment in accordance with Paragraph 8.5 informing the Contractor and the Engineer in writing of the reasons for withholding payment.
- c. Withhold any payment in accordance with statutory requirements.

**8.5 Owner's Right to Withhold Payment of an Approved Request for Payment:** The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect him/her from loss for any of the following causes discovered subsequent to approval of a Request for Payment by the Engineer.

- a. Defective work.
- b. Evidence indicating the probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor to make payments to subcontractors, material suppliers or labor.
- d. Damage to another contractor.
- e. Conflict with legal requirements.

**8.6 Interest on Unpaid Requests for Payment:** Should the Owner fail to pay, unless otherwise regulated by statute, an approved Request for Payment within sixty (60) days from the date of approval by the Engineer, and should he/she fail to inform the Engineer and the Contractor in writing of the reasons for withholding payment, the Owner shall pay the Contractor interest on the amount of the Request for Payment at the rate of six percent (6%) per annum until payment is made.

**8.7 Responsibility of the Contractor:** Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the Contract Documents and complete said work within the time specified plus any additional time extensions that might be granted by the Owner.

Should the Contractor fail to complete the work within the time specified, he/she shall pay the Owner all extra cost for engineering and observation, as evidenced by suitable vouchers, and such damages as may be shown to have been incurred by the Owner due to failure to complete the work within the time limit.

**8.8 Payment for Uncorrected Work:** Should the Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

**8.9 Payment for Rejected Work and Materials:** The removal of work and materials rejected and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor and he/she shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and subsequent replacement of acceptable work.

- a. Removal of rejected work or materials and storage of materials by the Owner shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his/her intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

**8.10 Payments for Extra Work:** Written notice of claims for payments for Extra Work shall be given by the Contractor within ten (10) days after receipt of instructions from the Engineer to proceed with the Extra Work and also before any work is commenced except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Engineer. The order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

- a. Unit prices or combinations of unit prices which formed the basis of the original Contract.
- b. A lump sum based on the Contractor's estimate, approved by the Engineer and accepted by the Owner.
- c. Actual cost plus 10% for overhead and profit.

**8.11 Payment for Work Suspended by the Owner:** If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor, the Contractor will be entitled to payment for all work done on the portions so abandoned, plus 10% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

**8.12 Payment for Work by the Owner:** The cost of the work performed by the Owner in removing construction equipment, tools and supplies and in correcting deficiencies shall be paid by the Contractor.

**8.13 Payment for Work by the Owner Following His/Her Termination of the Contract:** Upon termination of the Contract by the Owner, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner and approved by the Engineer.

**8.14 Payment for Work Terminated by the Contractor:** Upon suspension of the work or termination of the Contract by the Contractor, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.



**8.15 Payment for Samples and Testing of Materials:** Samples shall be furnished by the Contractor at his/her expense.

- a. Initial testing of samples and materials furnished shall be arranged and paid for by the Owner. Subsequent testing due to failed tests shall be paid for by the Contractor.

**8.16 Acceptance and Final Payment:** When the Contractor has completed the work in accordance with the terms of the Contract Documents, the Engineer shall state his/her acceptance to the Owner and his/her approval of the Contractor's Final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. After acceptance of the work by the Owner, the Owner shall release the Contractor, except as to the conditions of the Bonds, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

**8.17 Termination of Contractor's Responsibility:** The Contract will be considered complete when all work has been finished, the final review made by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in these Contract Documents.

**8.18 Correction of Work After Final Payment:** The approval of the final Request for Payment by the Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defect, discovered within the time stated in the Maintenance Bond, from the date of written acceptance of the work. The Engineer shall decide all questions arising under this paragraph.

**8.19 No Waiver of Legal Rights:** Should an error be discovered in or payment of unauthorized work be made by the final estimate or should dishonesty on the part of the Contractor be discovered in the work, the Owner reserves the right, after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error, to recover the overpayment, or to make good the defects in the work resulting from the Contractor's dishonesty.

Revised 07/14

SPECIAL PROVISIONS  
 Bridge Deck Overlay – 1<sup>st</sup> Avenue Over Bear Creek  
 Dyersville, IOWA

DIVISION 1 – GENERAL

1. Scope

The work consists of the furnishing of labor and new materials required for repairs that include: concrete deck repair, deck overlay, deck drain extensions, approach pavement and paving notch replacement, barrier rail and concrete curb removal, aesthetic barrier rail construction, and other misc. repairs

2. Specifications

Standard Specifications shall be the current Iowa Department of Transportation (IaDOT) Standard Specifications for Highway and Bridge Construction. The most current version of the Statewide Urban Design and Specifications (SUDAS) specifications shall also apply where referenced.

When work is specified to comply with Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, the latest edition of all standards shall apply, except that the Contractor will be solely responsible for the means, methods, techniques, sequences, procedures of construction, safety requirements and first aid requirements and any portion of said Standard Specifications which infer otherwise shall be disregarded. The Contractor shall be responsible for seeing that the finished work complies accurately with the Contract Documents. Copies of said specifications may be obtained from the Iowa Department of Transportation.

The following contractual documents and specifications are hereby made a part of this contract by reference.

- a. Code of Federal Regulations (CFR) 29, Part 1926, Safety and Health Regulations for Construction.

3. Owner

The Owner, referred to herein, is the City of Dyersville, Iowa.

The Contractor shall be responsible to comply with all City requirements regarding the use of existing public roadways for construction traffic and shall immediately clean up leakage, spillage, or repair any damage caused by his operations in any part of the City.

4. Engineer

“Engineer” shall refer to WHKS & Co., 1701 Route 35N, East Dubuque, IL 61025, or their authorized representative.

5. Removals and Excavation

All removals, rock excavation, and other material removed will remain the property of the Contractor. The Contractor shall dispose of all excavated material off the site. The Contractor shall secure said site.

The Contractor may stockpile these items temporarily as directed by the Owner. The stockpile areas shall be cleaned up and returned to their original condition.

The Contractor shall be required to saw existing concrete and asphalt surfacing where removal is not to be made to an existing joint. This shall apply to all paving, driveways, and sidewalks. No separate payment will be made for the required saw cuts.

All signs, shall be removed, salvaged, and replaced as an incidental item.

6. Surface Drainage

The Contractor shall take special care to provide good surface drainage for excavated areas. Subgrade preparation and aggregate base construction shall be scheduled as soon as possible after excavation to avoid the possibility of unacceptable moisture and density conditions occurring within the underlying soils. This may require the Contractor to furnish and install temporary drainage pipes and to construct temporary ditches at the locations determined by the Engineer during the construction, at the Contractor's expense.

7. Items Incidental to Project

Items of work for which no pay items are included in the bid proposal shall be considered as incidental expense and no separate payment will be made therefore. Incidental items include, but are not limited to, the following:

- Off-site disposal of excess materials
- Signs, barricades, lights, etc., for maintaining traffic other than as specified below
- Maintenance, protection, replacement and/or restoration of poles and utilities
- Billboards for display of permits, posters, and other required documents
- Restoration or replacement of culverts or other drainage courses or structures not designated for removal
- Miscellaneous removals and disposal of material including debris, silt, mud, organic material remaining in the work area
- Sawcutting of in-place driveways, streets, sidewalks, or parking lots
- Shaping existing crushed stone base in surfacing aggregate areas

- Removal and replacement for any fences, street signs, and other miscellaneous items necessary for proper installation of any work required by this contract
- Locating and excavating for existing utilities and gas mains
- Dewatering
- Temporary aggregate surfacing for street and driveway access
- Maintenance of sub-base aggregate materials prior to paving
- Removal and re-installation of mailboxes
- Locating existing sanitary and water services

8. Project Schedule

All work must be completed before the date stated within the Bid Announcement, unless otherwise agreed by the City.

The parties hereby agree that damages occasioned the City by the Contractor's failure to complete the work within the Contract time are difficult to measure. Therefore, if the Contractor does not complete all work under this Contract as required herein above, the Contractor shall pay to the City the sum of \$500.00 per calendar day as agreed liquidated damages accrued by the City as a result of not having 100% use of the facilities and for administrative costs and professional services.

Said payment of liquidated damages at daily rate stated above shall continue until all work is satisfactorily completed as specified and so determined by the Engineer. The City shall have the right to collect the above described liquidated damages by deducting said amounts from funds payable to the Contractor or by such other means as are available. In addition to the above liquidated damages for delay in performance, the City reserves all rights and remedies they may have against the Contractor for breach of Contract. Time is of the essence.

9. Control of Work

The initial staking of the project shall require five calendar days advance notice. All subsequent staking shall require 48 hours advance notice.

The Contractor shall provide and maintain signs and barricades to adequately mark the construction areas. Flashing lights shall be provided for nighttime marking.

The Contractor shall carefully preserve bench marks, reference points, and stakes and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10. Maintaining Traffic Flow

A traffic pattern on City streets and alleys shall be maintained to provide emergency vehicle access to all property or as close as good construction planning will permit.

The Contractor is encouraged to open the road to safe traffic as soon as possible. Traffic control around the work zone is required.

Cooperation with City, State, and County Officials, adjacent property owners, other Contractors, Engineers, and Inspectors will be required at all times.

11. Street Closings

The Contractor shall notify the Public Works Director, the Fire Department, and the Police Department at least 48 hours prior to the closing of any streets. Warning signs and barricades shall be provided to adequately alert motorists of the closed streets.

12. Soil Conditions

The Contractor shall accept the existing soil conditions at the site and shall make the excavations required in the Plans and Specifications. Structural changes required by unforeseen soil conditions will be compensated for as provided by the extra work provisions of the Specifications.

13. Investigation of the Site and Oral Agreements

The Contractor shall investigate the nature and location of the work, the general and local conditions including but not limited to existing electrical distribution and other utilities, transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, fuel, roads, and uncertainties of weather, or other physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered and the character of equipment and facilities needed prior to and during the prosecution of the work. The Contractor's failure to properly conduct such investigation shall not relieve him from the responsibility for performing the work for the Contract Sum.

No oral agreement or conversation with any officer, agent, or employee of the Owner or the Engineer, either before or after the execution of this contract, shall effect or modify any of the terms or obligations contained in the Contract Documents.

14. Observation and Testing

All work performed and all material and equipment furnished by the Contractor shall strictly conform to the drawings and specifications. Competent labor, mechanics, and tradesmen shall be used on all work.

The acceptance at any time of the materials by or on behalf of the Owner shall not bar the Owner from future rejection if they are subsequently found to be defective or inferior in quality or uniformity to the material specified.

When any material shall be rejected by the Engineer, such material shall be removed at once from the line of work at the Contractor's expense, and shall not be brought back.

The Engineer shall have the right to observe and witness routine testing of all work and materials covered by the specifications. He shall have the right to review the manner in which special or requested tests are conducted.

The Contractor shall perform their own quality control testing based on IDOT testing requirements. The CONTRACTOR shall obtain an Independent Testing Laboratory for quality assurance soil investigation and tests including soil proctors and density tests, which meet IDOT testing I.M. 204A requirements. The Contractor shall also obtain an independent Testing Laboratory for satisfactory compression and/or flexural tests on concrete specimens made by the Testing Laboratory from materials furnished by the Contractor meeting IDOT I.M. 204E. If, however, in the event that personnel from the Testing Laboratory are not on the job site during the placing of concrete, then it shall be the CONTRACTOR'S responsibility to obtain and store concrete test specimens, made at the job site, for delivery to the Testing Laboratory. No concrete shall be placed unless said test specimens are made.

The Contractor shall perform pressure testing and disinfection tests at their own expense.

Work rejected by the Engineer shall be replaced with acceptable work at the expense of the Contractor.

Any inspections, tests, or approval of waiver of test shall not in any way relieve the Contractor of full responsibility for furnishing apparatus, equipment and all materials meeting the guaranteed performance and requirements of the Contract.

15. Materials and Equipment

All materials and equipment shall be new and unused unless otherwise specified, shall be of good quality, free from faults and defects, and shall meet or exceed the requirements of the specifications.

16. Cross References

The cross references listed in several Sections of these Specifications shall be used as a general guide only and shall not determine or limit the extent of the work required by the balance of the Specifications or Drawings.

17. Applicable Codes and Regulations

All work shall conform to the requirements of all National, State, or local laws, ordinances, building codes, or other regulations that are in effect at the place of work.

22. Progress and Completion

The work shall be commenced and completed within the time limits stated in the specifications.

The Contract Time may be extended by the Owner in an amount equal to the time lost due to delays beyond the control of the Contractor if he makes a claim therefore in accordance with the General Conditions. Such delays shall include delays caused by fire, flood, labor strikes, epidemics, abnormal weather conditions, or Acts of God. A weather condition which is not more extreme than has occurred at the closest official weather recording stations in the most recent five year period will not be considered an abnormal weather condition. The term "Act of God" as used herein above shall be defined as an inevitable accident; such as an extraordinary interruption of the usual course of events that no experience, foresight of care which might reasonably have been expected could have foreseen or guarded against it, as lightning or tornadoes.

Once started the Contractor shall devote their full attention to the project until the project is complete. Stopping and restarting the project at a later date shall not be allowed.

23. Sundays, Holidays, and Overtime

Any work necessary to be performed after regular working hours, Sundays, or legal holidays, shall be performed without additional expense to the Owner. Additionally the Contractor shall reimburse the Owner for additional Engineering expenses incurred during such period of Sunday, legal holiday or after regular working hours when work is being performed.

24. Permits, Licenses and Miscellaneous Fees

The Contractor shall be responsible for obtaining all the necessary permits and licenses required by law. Any utility connections, charges, or other miscellaneous fees shall be paid by the Contractor.

25. Environmental Protection

The Contractor is required to rigorously control the work so that the environment including air, water, and land is not environmentally damaged by dust, runoff, erosion, and/or noise during the course of construction. When spoil from earthwork is stored as part of the Contract work, it will be protected by barriers or dikes to prevent erosion of spoil material and runoff of solids to any stream or other body of water.

In accepting the Contract, the Contractor accepts full liability for any lawsuits brought by any person, corporation, or agency as a result of environmental damage caused by the construction work.

26. Record Drawings

The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.

All work shall be clearly shown and the record drawings shall be satisfactory to the Owner in order to insure that adequate information is indicated to show the actual construction. One complete set of the record drawings shall be furnished to the Engineer prior to submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of record drawings on the project site shall be reason to withhold payments. All underground lines shall be referenced to surface landmarks so the exact location can be determined from the record drawings.

27. Signs and Barricades

The Contractor shall furnish, erect, and maintain all signs, barricades, fencing, etc. to adequately mark and protect the construction area. Flashing lights shall be provided for nighttime marking.

28. Cleanup

The term cleanup applies to the removal of excess materials, the shaping of streets adjacent to the excavation, and the related work necessary to restore the construction area to its original condition and usability.

Unnecessary delay by the Contractor in cleanup may result in the suspension of further construction until such cleanup is completed.

29. Precedence Within the Specification

Should any of the items of these Special Provisions conflict with any other items of the Contract Documents, these Special Provisions shall govern.

30. Historical/Archaeological

If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a Notice to proceed only after the State official has surveyed the find and made a determination of value and effect and submitted such determination to the Environmental Protection Agency and the Owner. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find, shall be

Division 1



determined in accordance with changed conditions or change order provisions of the specifications.

31. Construction Site Safety

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs for their employees in connection with the work. Furthermore, the Contractor is responsible to provide a safe work site for employees and/or representatives of the Owner.

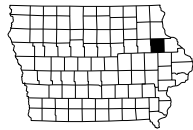
The Contractor shall comply with all Federal, State, and local safety requirements. The Contractor shall have a current safety plan and a designated safety officer.

END

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A SHEETS	TITLE SHEET
A.1	TITLE SHEET
B SHEETS	TYPICAL SHEETS
B.1	TYPICAL DETAILS
C SHEETS	QUANTITIES AND GENERAL INFORMATION
C.1	ESTIMATED PROJECT QUANTITIES
C.1-C.5	TABULATIONS
U SHEETS	MOD. STANDARDS AND DETAIL SHEETS
U.1	BRIDGE APPROACH DETAILS
V SHEETS	BRIDGE SHEETS
V.1-V.8	BRIDGE OVERLAY AND RAIL SHEETS

STANDARND ROAD PLANS
STANDARD ROAD PLANS ARE LISTED ON SHEET NUMBER <u>C.3</u>

TRAFFIC ESTIMATE:  
2021 2500 V.P.D.



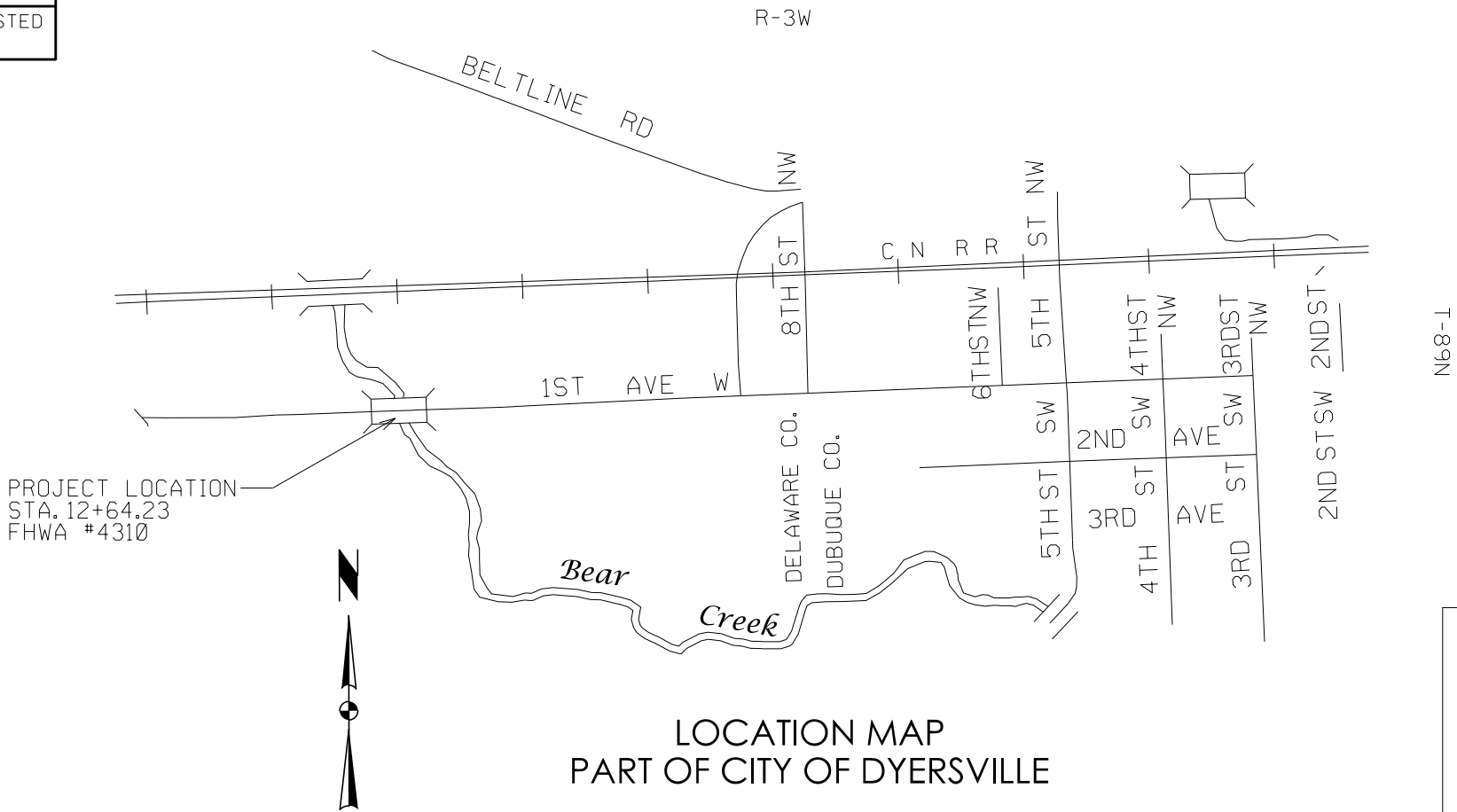
# CITY OF DYERSVILLE

## BRIDGE DECK OVERLAY

1ST AVENUE OVER BEAR CREEK IN  
THE CITY OF DYERSVILLE

SCALES: As Noted

Refer to the Proposal Form and plan sheets for list of applicable specifications.



LOCATION MAP  
PART OF CITY OF DYERSVILLE

REVISIONS

Item 33.



UTILITIES  
ONE CALL 1(800)292-8989

**ELECTRIC**  
NATE RUCKER  
ALLIANT ENERGY IPC 8000  
CHAVENELLE Rd.  
DUBUQUE, IOWA, 52002  
(563) 587-4537

**TELEPHONE**  
BRENT GIESE  
CENTURY LINK  
1600 J. F. KENNEDY RD  
DUBUQUE, IA, 52002  
(563)-355-2592

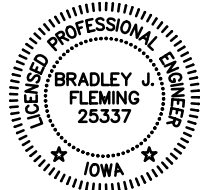
**CABLE TV**  
CHRIS MINARD  
MEDIACOM  
3033 ASBURY RD  
DUBUQUE, IA 52001  
(815) 597-5103

**SEWER**  
TERRY RECKER  
CITY OF DYERSVILLE  
340 1ST AVE E  
DYERSVILLE, IOWA  
52040  
(563) 875-7724

**FIBEROPTIC**  
STEPHEN KNESS  
WINDSTREAM  
1450 N. CENTER POINT RD.  
HIAWATHA, IA, 52233  
(319)790-7678 OFFICE  
(319)538-1985 CELL

**GAS**  
JUSTIN LEHMAN  
BLACK HILLS ENERGY  
1015 CEDAR CROSS RD  
DUBUQUE, IA, 52003  
(563) 585-4026

**FIBEROPTIC**  
JUSTIN STINSON  
justin.stinson@imon.net  
IMON COMMUNICATIONS  
625 2END ST. SW., SUITE 250  
CEDAR RAPIDS, IA 52401



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED  
BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM  
A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE  
STATE OF IOWA.


  
Bradley J. Fleming, P.E.  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

6/15/2023  
DATE

PAGES OR SHEETS COVERED BY THIS SEAL: A.1, V.1-V.8

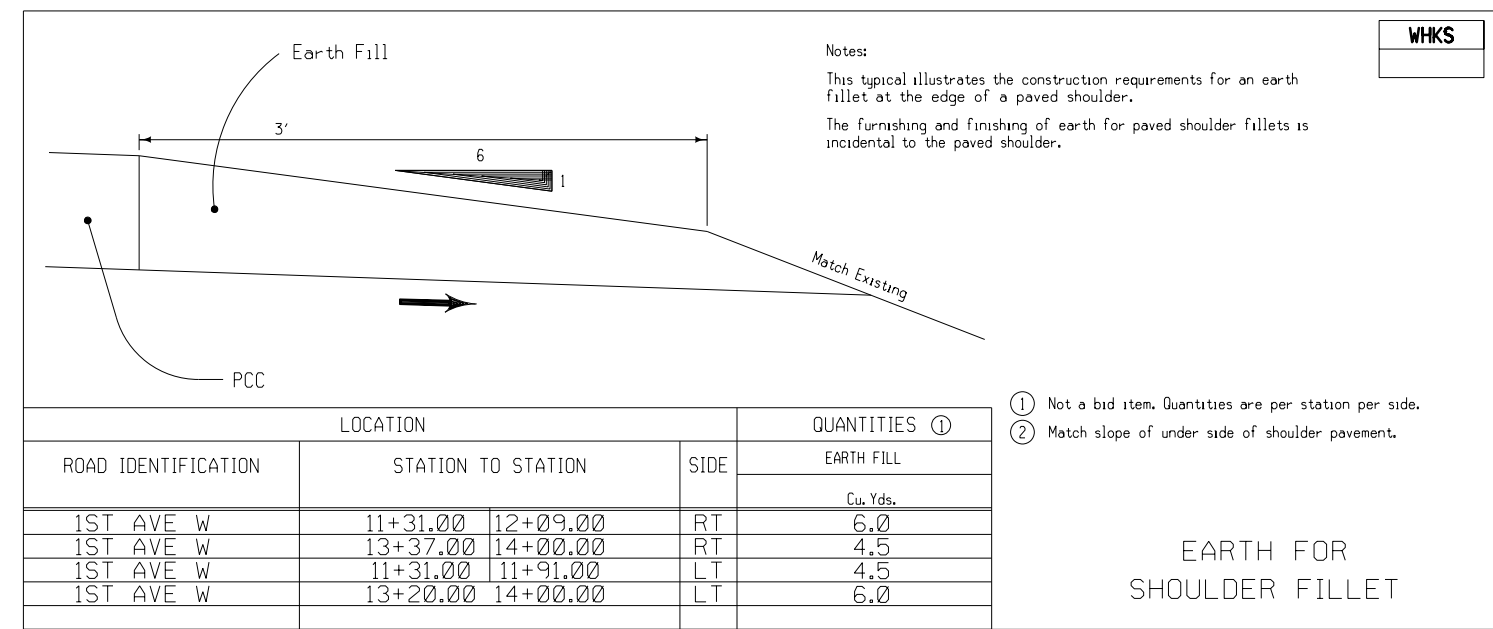
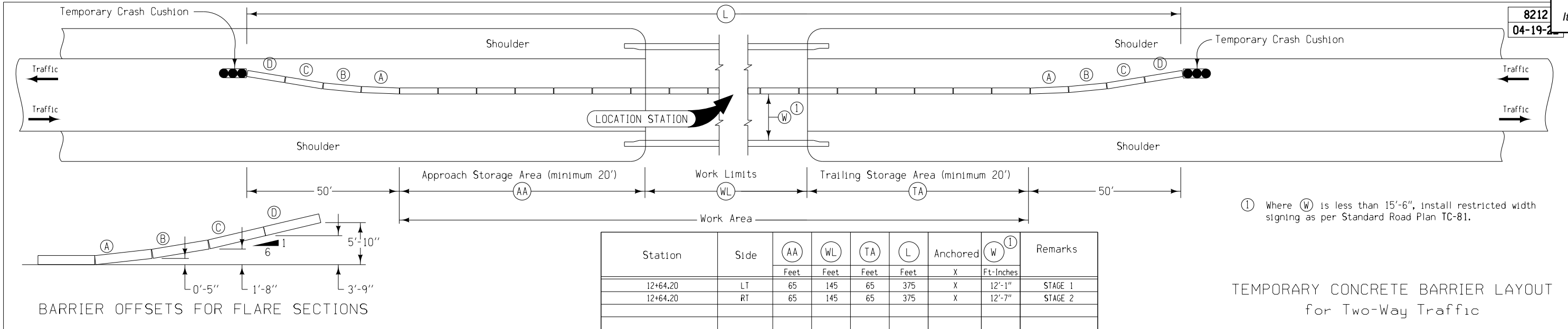


I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED  
BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM  
A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE  
STATE OF IOWA.

  
Eric J. Tott, P.E. PTOE  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

6/15/2023  
DATE

PAGES OR SHEETS COVERED BY THIS SEAL: B.1, C.1-C.5, U.1



Design For Repair To 30" (RA)

125'-0"x30'-0" Continuous  
Concrete Slab Bridge

38'-0" End Spans49'-0" Interior Span

Typical Details

STA. 12+64.23

City of Dyersville

May, 2023

PROJECT DESCRIPTION		100-1D 10-18-05	Item 33.
		This project includes bridge deck overlay/repair, barrier rail replacement, bridge approach pavement and associated bridge/roadway improvements for the 1st Avenue West bridge over Bear Creek in the City of Dyersville.	

100-1C  
04-17-12

ESTIMATED PROJECT QUANTITIES  
(UP TO A 5 DIVISION PROJECT)

Division 1: Roadway  
Division 2: Bridge  
Division 3: Alternate AA Option 1 (Bridge Deck Overlay)  
Division 4: Alternate AA Option 2 (Bridge Deck Overlay)

Item No.	Item Code	Item	Unit	Quantities										
				Estimated					As Built					
				Division 1	Division 2	Division 3	Division 4	Division 5	Total	Division 1	Division 2	Division 3	Division 4	Division 5
1	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	20										
2	2123-7450000	EARTH SHOULDER CONSTRUCTION	STA	3										
3	2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	431.2										
4	2401-6750001	REMOVALS AS PER PLAN	LS		1									
5	2402-2720000	EXCAVATION, CLASS 20	CY		22.7									
6	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB		7557									
7	2413-0698066	DECK OVERLAY (CLASS 0 PCC)	SY			428.2								
8	2413-0698067	DECK OVERLAY (CLASS HPC-0 PCC)	SY				428.2							
9	2413-0698074	DECK REPAIR, CLASS A	SY		307.2									
10	2414-6424119	CONCRETE BARRIER RAIL, AESTHETIC	LF		269.6									
11	2499-0800000	PAVING NOTCH REPLACEMENT	LF		70.7									
12	2499-2300026	DRAIN EXTENSIONS	EA		4									
13	2510-6745850	REMOVAL OF PAVEMENT	SY	431.2										
14	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	4										
15	2527-9263112	PAINTED PAVEMENT MARKINGS, HIGH-BUILD WATERBORNE	STA	26										
16	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	6.44										
17	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	13										
18	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	LF	750										
19	2528-8400256	TEMPORARY TRAFFIC SIGNALS	EA	1										
20	2528-8445110	TRAFFIC CONTROL	LS	1										
21	2528-8445113	FLAGGERS	EA	2										
22	2533-4980005	MOBILIZATION	LS	1										
23	2551-0000110	TEMP CRASH CUSHION	EA	4										
24	2601-2634100	MULCHING	ACRE	0.04										
25	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	0.04										
26	2601-2642100	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	0.04										
27	2602-0000020	SILT FENCE	LF	525										
28	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	525										
29	2602-0000101	MAINT OF SILT FENC/SILT FENCE-DITCH CHECK	LF	42										
30	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EA	1										
31	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	1										





							100-27 04-17-18
PROPOSED POSTED SPEED LIMIT							
Road Identification	Begin Station	End Station	Proposed Posted Speed Limit			Remarks	
			35 or less	40 - 45	over 45		
1st Ave West			35				

<div> <div>100-17</div> <div>04-20-10</div> </div>				
<div> <div>TABULATION OF SILT FENCES</div> <div>Refer to EC-201</div> </div>				
Location			Length	Remarks
Begin Station	End Station	Side		
			LF	
11+20.00	12+20.00	RT	100.0	
13+10.00	14+20.00	RT	110.0	
11+20.00	12+20.00	LT	100.0	
13+10.00	14+20.00	LT	110.0	
		Total	420.0	
		Total Installation Adjusted	525.0	
		Total Maintenance Adjusted	42.0	
		Total Removal Adjusted	525.0	

TEMPORARY TRAFFIC SIGNALS					108-28 08-01-08
No.	Location Station	Type			Remarks
		One Lane Traffic	Haul Road	Intersection	
	10+50.00	X			
	15+00.00	X			

TOPSOIL STRIPPING AND PLACEMENT						
Location				Topsoil Stripping Thickness	Topsoil Placement Thickness	Remarks
Road Identification	Dir. of Traffic	Begin Station	End Station			
				IN	IN	
1st Ave West	EB	11+31.00	12+09.00	4.0	4.0	
1st Ave West	EB	13+37.00	14+00.00	4.0	4.0	
1st Ave West	WB	11+31.00	11+91.00	4.0	4.0	
1st Ave West	WB	13+20.00	14+00.00	4.0	4.0	

<div style="text-align: right;">110-1 04-16-13</div> <div style="text-align: center;"> <h2>REMOVAL OF PAVEMENT</h2> <p>Refer to Tabulation 102-5</p> </div>						
* Not a Bid Item						
Begin Station	End Station	Side	Pavement Type	Area	Saw Cut*	Remarks
				SY	LF	
11+31.34	12+08.66	BOTH	ASPHALT	215.6	26.0	
13+19.80	13+97.11	BOTH	ASPHALT	215.6	26.0	
			TOTAL	431.2	52.0	

PAVEMENT MARKING LINE TYPES																									108-22 04-16-13
										See PM-110															
*BCY4 - Place on the same side of the roadway to match existing markings near the project.										***MNY4 - Factor of 1.00 as value includes number of 4-inch passes to cover median nose area.															
**NPY4 - For estimating purposes only. No Passing Zone Lines will be located in the field.																									
SLW2: Stop Line (White) @ 6.00					DCY4: Double Centerline (Yellow) @ 2.00					ELY4: Edge Line Left (Yellow) @ 1.00					DLW4: Dotted Line (White) @ 0.33					ELW4: Edge Line Right (White) @ 1.00					
Location				Marking Type			Side			Length by Line Type (Unfactored)												Remarks			
Road ID	Station to Station		Dir. of Travel							SLW2	DCY4	ELY4	DLW4	ELW4											
				L	C	R	STA	STA	STA	STA	STA	STA	STA	STA	STA	STA	STA	STA	STA	STA					
Removal																									
	Stage 1																								
	9+50.00	16+00.00	BOTH	Removal of Paint		X			6.50																
	Stage 2																								
	13+28.00	15+78.00	BOTH	Removal of Removable Tape		X							2.50												
	9+50.00	12+00.00	BOTH	Removal of Removable Tape		X							2.50												
Stage 1																									
	13+28.00	15+78.00	BOTH	Wet Retroreflective Removable Tape		X							2.50												
	9+50.00		EB	Wet Retroreflective Removable Tape	X			0.12																	
	16+00.00		WB	Wet Retroreflective Removable Tape			X	0.12																	
Stage 2																									
	9+50.00	12+00.00	BOTH	Wet Retroreflective Removable Tape		X							2.50												
	9+50.00	16+00.00	BOTH	Highbuild Waterborne Paint		X		6.50																	
	9+50.00	16+00.00	EB	Highbuild Waterborne Paint	X								6.50												
	9+50.00	16+00.00	WB	Highbuild Waterborne Paint			X						6.50												
	9+50.00		EB	Removal of Removable Tape	X			0.12																	
	16+00.00		WB	Removal of Removable Tape			X	0.12																	
				Factored Total: Highbuild Waterborne Paint				0.00	13.00	0.00	0.00	13.00	0.00												
				Factored Total: Wet Retroreflective Removable Tape				1.44	0.00	0.00	0.00	5.00	0.00												
				Factored Total: Removal of Paint				0.00	13.00	0.00	0.00	0.00	0.00												
				Factored Total: Removal of Removable Tape				1.44	0.00	0.00	0.00	5.00	0.00												
				Bid Quantity: Painted Pavement Markings, Highbuild Waterborne								26.00													
				Bid Quantity: Wet Retroreflective Removable Tape Markings								6.44													
				Bid Quantity: Pavement Markings Removed								13.00													
				Incidental Removal of Removable Tape								6.44													

FILE NO.	ENGLISH	DESIGN TEAM	WHKS	DELAWARE	COUNTY	PROJECT NUMBER	SHEET NUMBER	C.4
----------	---------	-------------	------	----------	--------	----------------	--------------	-----

## CRASH CUSHIONS

\* Bid Item  
 ① Lane(s) to which the installation is adjacent.  
 ② Complete this section when using the Temporary Crash Cushion bid item and Earthwork is needed for Sand Barrel placement. Refer to BA-500

[illegible]

## TEMPORARY BARRIER RAIL

Possible Standard: BA-401      Possible Detail: 560-7

\* Not a bid item. Anchorage requirements are based on TBR locations shown in the plans. TBR alignments that vary from what is shown in the plans may result in additional TBR sections requiring anchorage.

[illegible]

## BRIDGE APPROACH SECTION

Refer to the Series.

\* Not a bid item

[illegible]

## EXISTING SIGNS TO BE REINSTALLED

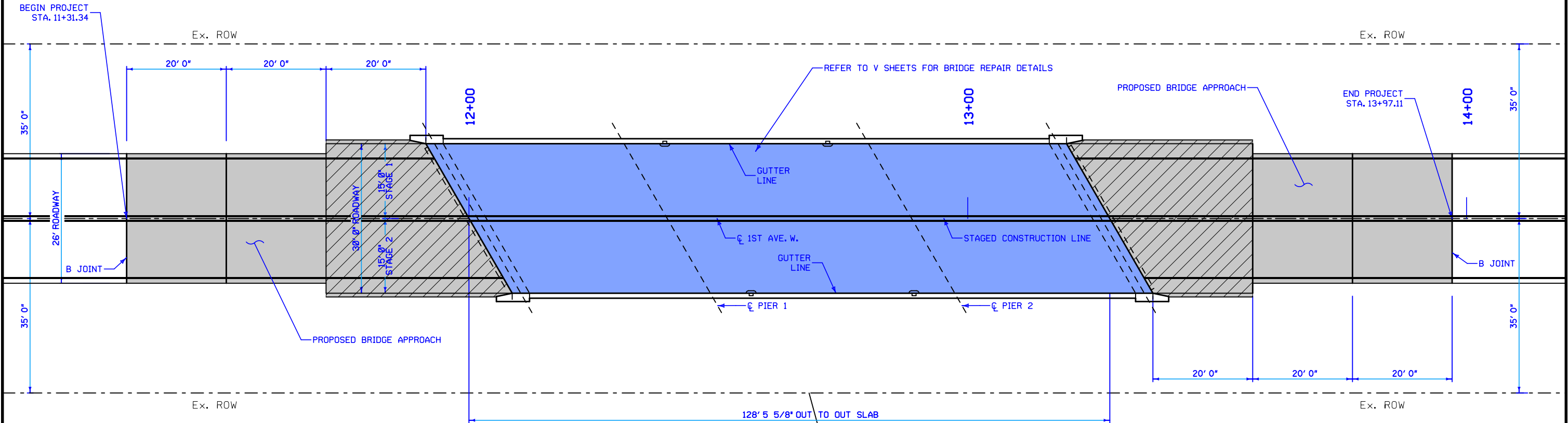
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BREMEN TOWNSHIP  
T-89N R-3W  
SECTION 25

Item 33.

Deutmeyer, Thomas L & Barbara



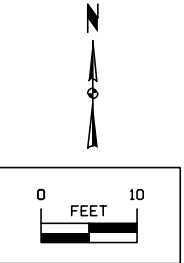
Pay limits for contract item include the following areas:

- Reinforced Section
- Non-Reinforced Section
- Bridge Repairs Refer to V Sheets

- NOTES:**
- REFER TO STANDARD ROAD PLAN BR-107 FOR BRIDGE APPROACH DETAILS.
  - REFER TO STANDARD ROAD PLAN TC-217 FOR LANE CLOSURE WITH TRAFFIC SIGNAL AND TBR DETAILS.
  - REFER TO STANDARD ROAD PLAN TC-81 FOR RESTRICTED WIDTH SIGNING DETAILS. MINIMUM LANE WIDTH SHALL BE 10'-6".

BREMEN TOWNSHIP  
T-89N R-3W  
SECTION 36

Kronlage, David R Trustee



Design For Repair To 30" (RA)

**125'-0"x30'-0" Continuous Concrete Slab Bridge**

38'-0" End Spans      49'-0" Interior Span

**Bridge Approach Detail**

STA. 12+64.23      May, 2023

**City of Dyersville**

GENERAL NOTES:

THIS DESIGN IS FOR REPAIRS TO THE EXISTING 125'-0" X 30'-0" CONTINUOUS CONCRETE SLAB BRIDGE ON 1ST AVE. W. OVER BEAR CREEK IN THE CITY OF DYERSVILLE.

SEE DESIGN SHEET V.02 FOR LIST OF REPAIR ITEMS.

THE CITY AND UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN THE CONSTRUCTION LIMITS SHALL BE NOTIFIED BY THE CONTRACTOR OF THE CONSTRUCTION STARTING DATE.

FAINT LINES ON PLANS INDICATE THE EXISTING STRUCTURE.

ALL DIMENSIONS AND DETAILS SHOWN ON THESE PLANS PERTINENT TO NEW CONSTRUCTION SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE STARTING CONSTRUCTION.

ALL REINFORCING BARS AND BARS NOTED AS DOWELS SUPPLIED FOR THIS STRUCTURE SHALL BE DEFORMED REINFORCEMENT UNLESS OTHERWISE NOTED OR SHOWN.

MINIMUM CLEAR DISTANCE FROM FACE OF CONCRETE TO NEAR REINFORCING BAR IS TO BE 2" UNLESS OTHERWISE NOTED OR SHOWN.

THESE BRIDGE PLANS LABEL ALL REINFORCING STEEL WITH ENGLISH NOTATION (5#1 IS 5/8 INCH DIAMETER BAR). ENGLISH REINFORCING STEEL RECEIVED IN THE FIELD MAY DISPLAY THE FOLLOWING "BAR DESIGNATION". THE "BAR DESIGNATION" IS THE STAMPED IMPRESSION ON THE REINFORCING BARS, AND IS EQUIVALENT TO THE BAR DIAMETER IN MILLIMETERS.

ENGLISH SIZE	3	4	5	6	7	8	9	10	11
BAR DESIGNATION	10	13	16	19	22	25	29	32	36

KEYWAY DIMENSIONS SHOWN ON THE PLANS ARE BASED ON NOMINAL DIMENSIONS UNLESS STATED OTHERWISE. IN ADDITION, THE BEVEL USED ON THE KEYWAY SHALL BE LIMITED TO A MAXIMUM OF 10 DEGREES FROM VERTICAL.

CONSTRUCTION SHALL BE DONE IN STAGES WITH AT LEAST ONE LANE OF TRAFFIC MAINTAINED AT ALL TIMES IN ACCORDANCE WITH "TRAFFIC CONTROL PLAN NOTE".

THE LUMP SUM BID FOR "REMOVALS, AS PER PLAN" SHALL INCLUDE ALL COSTS ASSOCIATED WITH REMOVING THE EXISTING JOINT MATERIAL, ALUMINUM RAILS, END POSTS, TOP OF WINGS, AND CURBS. REMOVAL OF SCHEDULED ITEMS SHALL BE IN ACCORDANCE WITH SECTION 2401 OF THE STANDARD SPECIFICATIONS. ANY DAMAGE TO STEEL OR CONCRETE NOT TO BE REMOVED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND REPAIRED AT NO EXTRA COST TO THE CITY OF DYERSVILLE.

PLAN QUANTITY OF DECK REPAIR IS BASED ON THE "SURVEY PLOT" AS SHOWN IN THESE PLANS. HATCHED PORTIONS REPRESENT DELAMINATION OF THE BRIDGE DECK AND APPROXIMATE LOCATIONS OF CLASS A BRIDGE DECK REPAIR. THE PLAN QUANTITY FOR "DECK REPAIR, CLASS A" IS ESTIMATED AS 307.2 SY BASED ON HAND SOUNDING OF THE DECK PLUS 25% INCREASE FOR ESTIMATING PURPOSES. ACTUAL SPALLED AND HOLLOW AREAS AS DETERMINED BY THE ENGINEER AT THE TIME OF CONSTRUCTION SHALL BE REPAIRED.

PRESENT DECK THICKNESS IS ABOUT 20.625 INCHES. THE CONTRACTOR SHALL EXERCISE CARE IN ORDER TO PREVENT UNNECESSARY REMOVAL OF CONCRETE BELOW THE TOP OF THE TOP REINFORCING. THE ENERGY OF HAND TOOLS SHALL BE RESTRICTED NEAR THE BOTTOM OF THE DESIGNATED CLASS A REPAIR AREAS IN ORDER TO PREVENT UNBONDING OF REINFORCING. NO CONCRETE SHALL BE REMOVED BELOW THE TOP OF THE TOP LONGITUDINAL REINFORCING WITHOUT PRIOR PERMISSION FROM THE BRIDGE ENGINEER.

SURFACE RAISE, AS SHOWN ON THE PLANS, SHALL BE CONSIDERED A MINIMUM. IN ORDER TO LIMIT THE ADDITIONAL DEAD LOAD SURFACE RAISE SHALL BE RESTRICTED TO A MAXIMUM OF 1/2" MORE THAN SHOWN ON THE PLANS. PROFILE MAY BE ADJUSTED TO THE EXTENT POSSIBLE WITHIN THESE LIMITS.

CLASS A REPAIRS SHALL BE COMPLETED IN 4' WIDE LONGITUDINAL STRIPS TO AVOID WEAKENING THE TOP REINFORCING MAT. CARE SHALL BE TAKEN WHEN EXPOSING EXISTING REINFORCING SO THE BOND TO EXISTING CONCRETE IS NOT BROKEN. UN-BONDED REGIONS SHALL HAVE CONCRETE REMOVED ADJACENT TO THE BAR TO ACHIEVE MINIMALLY 3/4" CLEARANCE TO THE SURFACE OF THE BAR.

SCREED EXTENSION OR OVERLAY BEYOND THE LONGITUDINAL CONSTRUCTION JOINT MAY BE LESS THAN THE 6 INCHES REQUIRED BY ARTICLE 2413.03, A, 4, OF THE STANDARD SPECIFICATIONS. THE ENGINEER MAY REQUIRE ADDITIONAL VIBRATION OR SPECIAL FINISHING PROCEDURES ADJACENT TO THE LONGITUDINAL CONSTRUCTION JOINT.

SURFACE PREPARATION SHALL BE ACCORDING TO ARTICLE 2413.03, B AND C OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL ENSURE THE VERTICAL EDGES STAGE 1 OVERLAY ARE PREPARED FOR PLACEMENT OF THE NEW CONCRETE BY SANDBLASTING OR SHOT BLASTING, FOLLOWED BY AN AIR BLAST. ENSURE THIS CLEANING REMOVES ALL DIRT, OIL, AND OTHER FOREIGN MATERIAL. ENSURE IT REMOVES ALL UNSOUND CONCRETE, LAITANCE, OR LOOSE MATERIAL FROM THE SURFACE AND EDGES AGAINST WHICH THE CONCRETE REPAIRS AND SURFACE MIXTURE IS TO BE PLACED. THE CLEANING SHOULD ROUGHEN THE SURFACE IN ORDER TO PROVIDE SATISFACTORY BOND WITH CONCRETE REPAIRS AND THE SURFACE MIXTURE.

READY MIX TRUCKS ARE NOT ALLOWED ON THE PREPARED PORTION OF THE BRIDGE DECK.

THE BRIDGE CONTRACTOR IS TO RETAIN EARTH AND/OR GRANULAR MATERIAL BEHIND THE PORTION OF ABUTMENTS SUBJECTED TO TRAFFIC DURING REPAIRS BY METHODS APPROVED BY THE ENGINEER. ALL COSTS FOR RETAINING THE EARTH AND/OR GRANULAR MATERIAL SHALL BE INCLUDED IN THE PRICE BID FOR "CLASS 20 EXCAVATION".

SPECIFICATIONS:

DESIGN: AASHTO SERIES 2002.

CONSTRUCTION: IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, PLUS APPLICABLE GENERAL SUPPLEMENTAL SPECIFICATIONS, DEVELOPMENTAL SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

DESIGN STRESSES:

DESIGN STRESSES FOR THE FOLLOWING MATERIALS ARE IN ACCORDANCE WITH THE AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, SERIES 2002.

REINFORCING STEEL IN ACCORDANCE WITH SECTION 8, GRADE 60.

CONCRETE IN ACCORDANCE WITH SECTION 8, f'c = 4.0 KSI.

TRAFFIC CONTROL PLAN:  
THE ROADWAY WILL BE OPEN TO THRU TRAFFIC. REFER TO TRAFFIC CONTROL PLANS SHOWN ELSEWHERE IN THESE PLANS.

Design For Repair To 30" (RA)

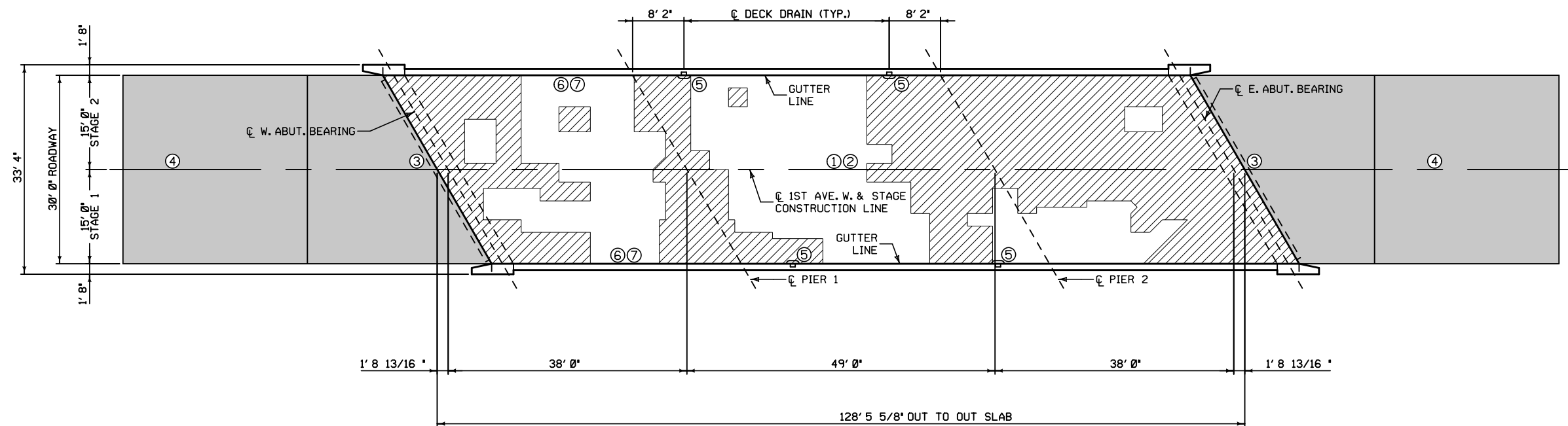
125'-0"x30'-0" Continuous Concrete Slab Bridge

38'-0" End Spans49'-0" Interior Span

General Notes

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City of Dyersville



SITUATION PLAN

NOTE: DIAGONAL HATCHED AREAS REPRESENT DELAMINATION OF THE BRIDGE DECK AND APPROXIMATE LOCATIONS FOR DECK REPAIRS.

TOTAL DELAMINATION AREA = 2,212 SQ. FT. (57% OF DECK AREA)

REPAIRS SHALL CONSIST OF:

1. PERFORM CLASS A DECK REPAIRS, AS NECESSARY.
2. SCARIFY THE DECK 1/4" AND OVERLAY THE BRIDGE.
3. CONSTRUCT PAVING NOTCH REPLACEMENT AT BOTH ABUTMENTS.
4. REMOVE AND REPLACE BRIDGE APPROACH PAVEMENT AND JOINTS.
5. CONSTRUCT DECK DRAIN EXTENSIONS.
6. REMOVE EXISTING ALUMINUM RAILS, END POSTS, AND BRIDGE CURB.
7. CONSTRUCT RETROFIT CONCRETE BARRIER RAIL.

LOCATION:

1ST AVE. W. OVER BEAR CREEK, 0.2 MI. E. OF CO. RD. X49  
SECTION 36  
T-89N R-3W  
CITY OF DYERSVILLE  
DELAWARE COUNTY  
FHWA NO. 4310  
LATITUDE 42.484411  
LONGITUDE -91.140786

TRAFFIC ESTIMATE:

2021 2500 V.P.D.



Design For Repair To 30" (RA)

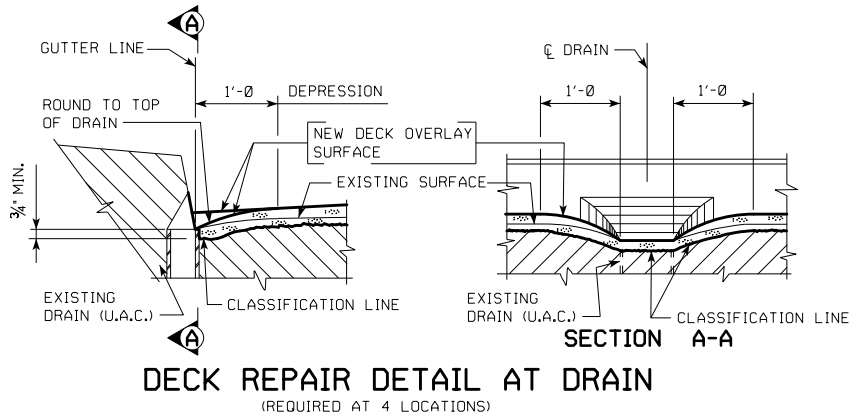
**125'-0"x30'-0" Continuous Concrete Slab Bridge**

38'-0" End Spans 49'-0" Interior Span

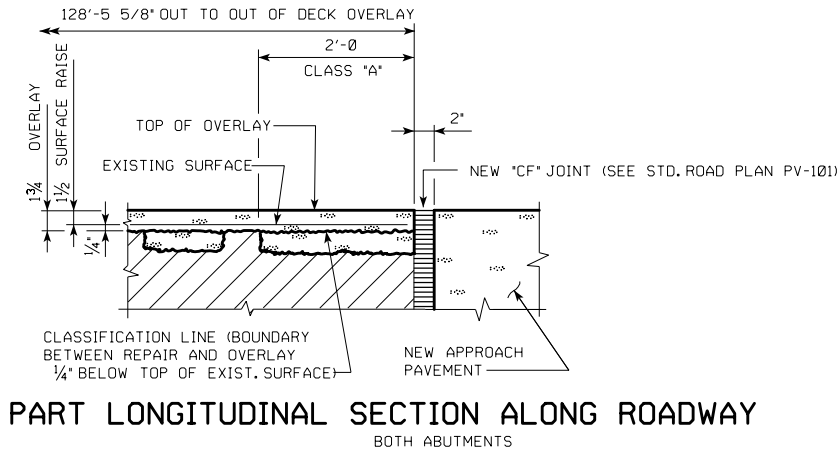
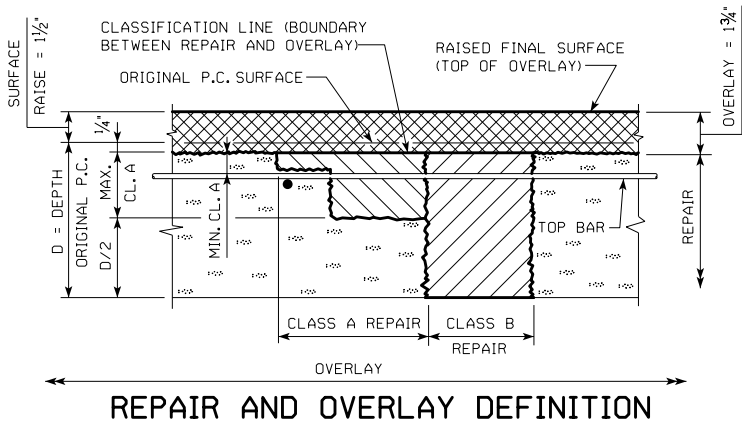
Situation Plan

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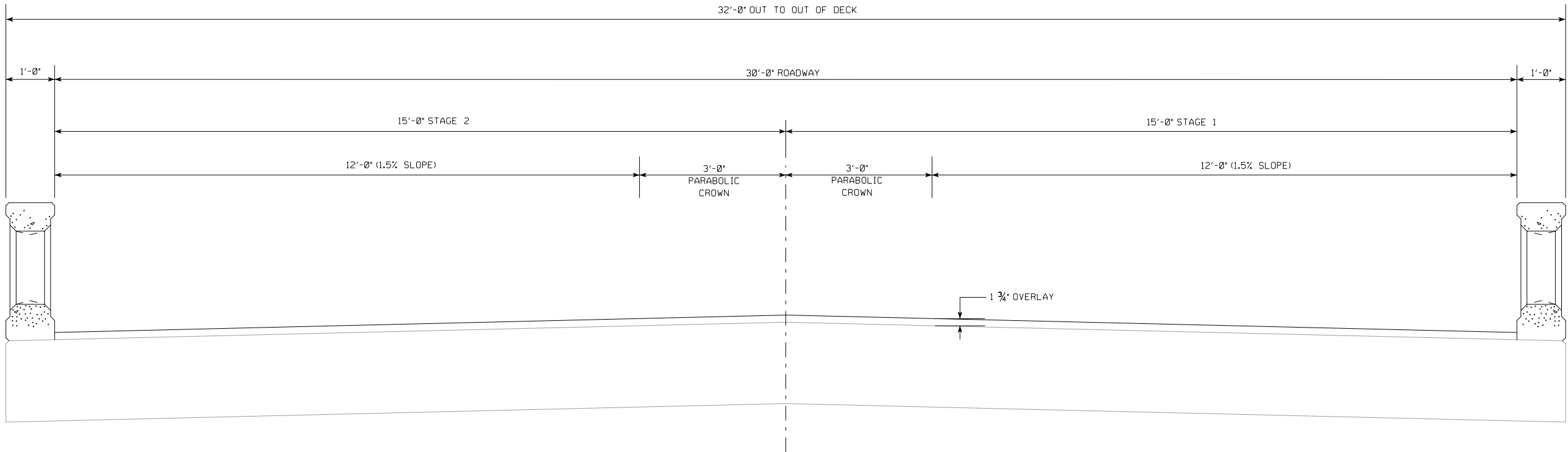
City of Dyersville



SEE SHEET V.08 FOR CONCRETE REPAIR DETAILS



NOTE:  
THE 2'-0" CLASS "A" REPAIR AREA SHOWN AT THE JOINT SHALL BE REMOVED TO A MINIMUM DEPTH 1 INCH BELOW THE EXISTING TOP MAT OF REINFORCING. THE EXISTING BRIDGE DECK REINFORCING BARS SHALL BE CAREFULLY EXPOSED AND INCORPORATED INTO THE NEW CONSTRUCTION WORK.



Design For Repair To 30" (RA)

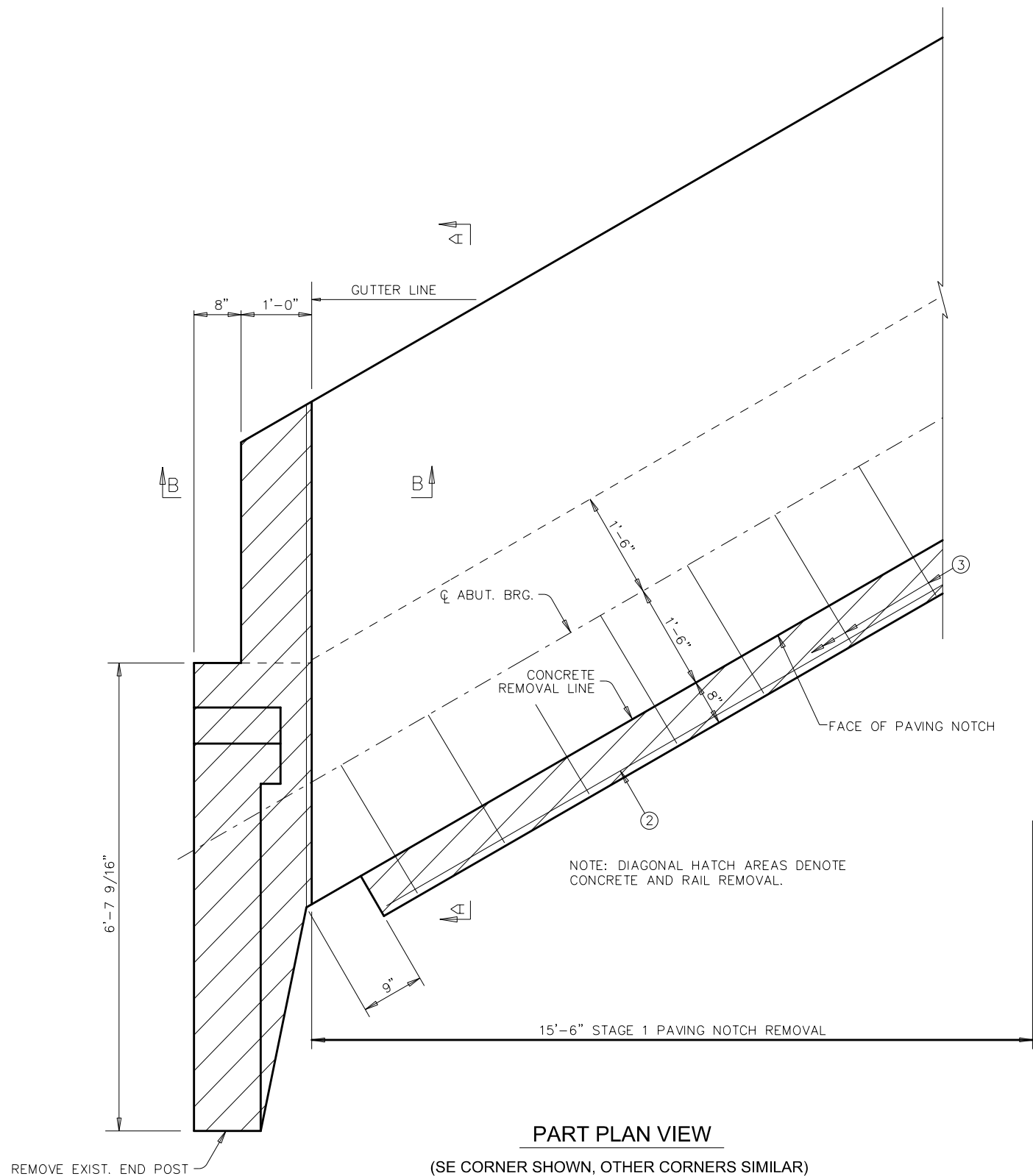
**125'-0"x30'-0" Continuous Concrete Slab Bridge**

38'-0" End Spans 49'-0" Interior Span

**Overlay & Deck Repair Details**

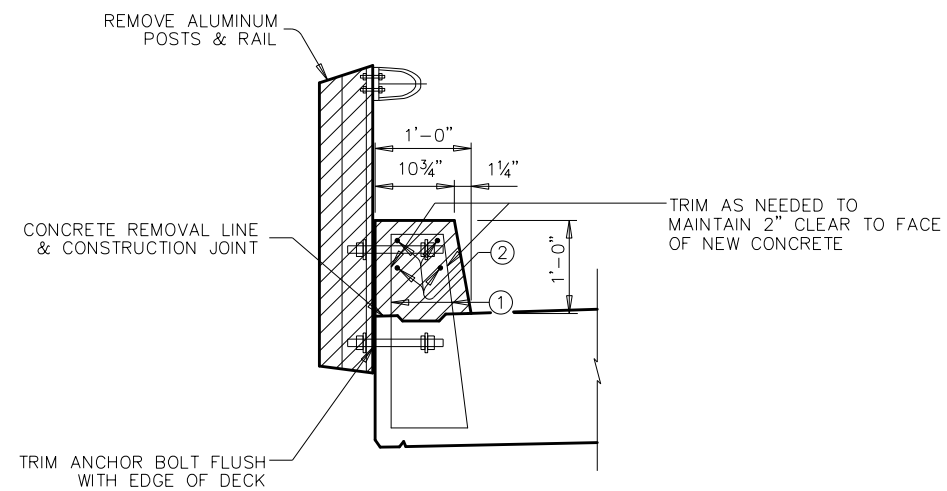
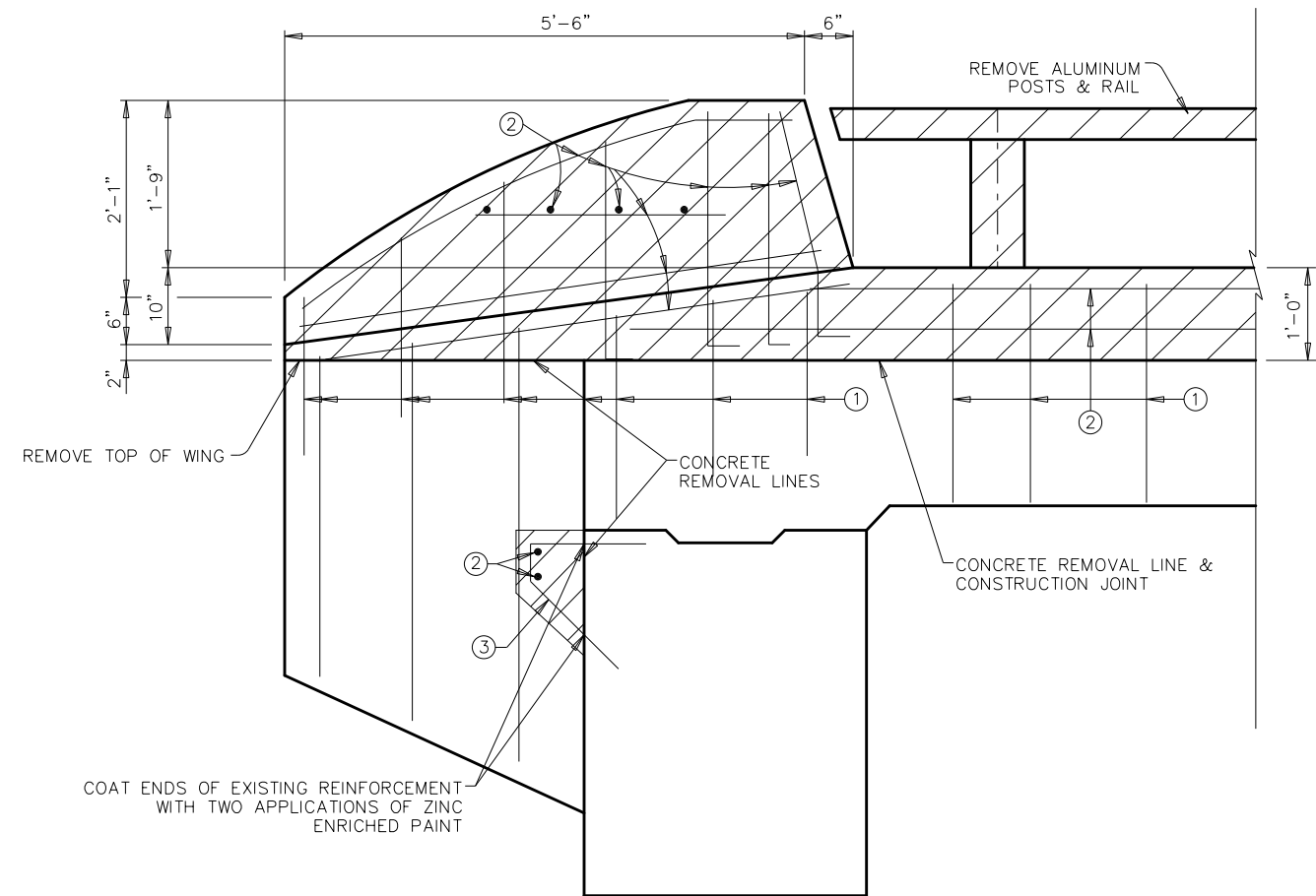
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**City of Dyersville**



**REMOVAL NOTES:**

- ① EXISTING REINFORCING STEEL TO BE CLEANED AND INCORPORATED INTO NEW WORK.
- ② EXISTING REINFORCING STEEL TO BE REMOVED WITH CONCRETE.
- ③ EXISTING REINFORCING STEEL TO BE TRIMMED FLUSH WITH CONCRETE REMOVAL LINE.



Design For Repair To 30" (RA)

**125'-0"x30'-0" Continuous Concrete Slab Bridge**

38'-0" End Spans 49'-0" Interior Span

**Concrete & Rail Removal**

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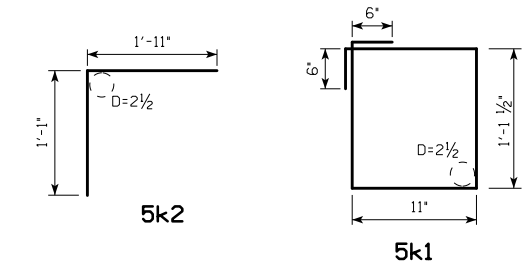
**City of Dyersville**

PAVING NOTCH REPLACEMENT NOTES:

THE PAVING NOTCH REPLACEMENT IS TO BE CLASS "C" STRUCTURAL CONCRETE.

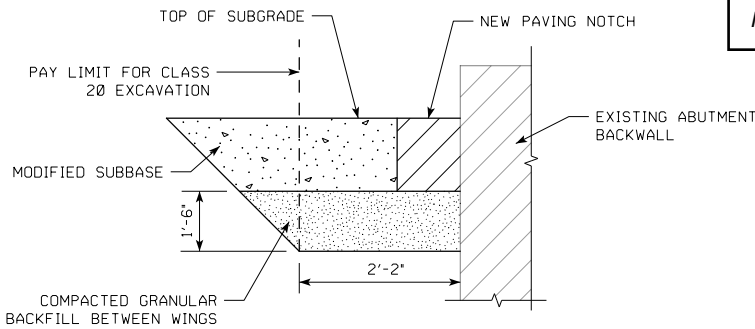
THE BID ITEM "PAVING NOTCH REPLACEMENT" LINEAR FEET, SHALL INCLUDE ALL COSTS OF LABOR AND MATERIALS ASSOCIATED WITH REMOVING AND DISPOSING OF THE EXISTING PAVING NOTCH, AND INSTALLING THE NEW PAVING NOTCH. THIS WORK SHALL INCLUDE, CUTTING OF EXISTING BARS, PAINTING THE ENDS OF THE BARS, REMOVING THE CONCRETE FOR THE SHEAR KEYWAYS, DRILLING THE HOLES FOR THE DEFORMED DOWELS AND CONSTRUCTING THE NEW NOTCH TO THE DIMENSIONS SHOWN. THE NEW NOTCH IS ESTIMATED AT 0.07 CUBIC YARDS PER FOOT OF STRUCTURAL CONCRETE AND 16.0 POUNDS OF EPOXY COATED REINFORCING STEEL PER FOOT.

BENT BAR DETAILS



NOTE: ALL REINFORCING IS TO BE EPOXY COATED.

NOTE: ALL DIMENSIONS ARE OUT TO OUT. D=PIN DIAMETER.

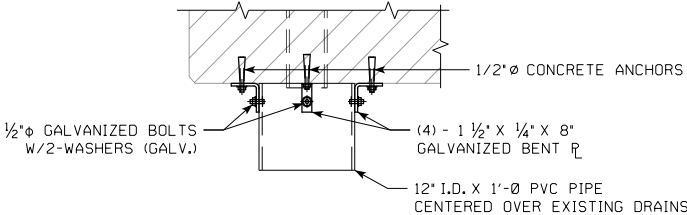


ABUTMENT EXCAVATION & GRANULAR BACKFILL DETAIL

NOTE: MODIFIED SUBBASE MAY BE SUBSTITUTED FOR GRANULAR BACKFILL. COST OF MODIFIED SUBBASE AND GRANULAR BACKFILL SHALL BE INCLUDED IN THE BID PRICE FOR "EXCAVATION, CLASS 20".

DOWEL SETTING NOTE:

THE DEFORMED 5k2 & 5k3 BARS SHALL BE SET AS DOWELS IN DRILLED HOLES. HOLES ARE TO BE 10" DEEP. A POLYMER GROUT SYSTEM SHALL BE USED TO INSTALL THE DEFORMED DOWEL BARS IN ACCORDANCE WITH ARTICLE 2301.03, E, OF THE STANDARD SPECIFICATIONS, AND THE GROUT MANUFACTURER'S RECOMMENDATIONS.



DRAIN EXTENSION DETAIL

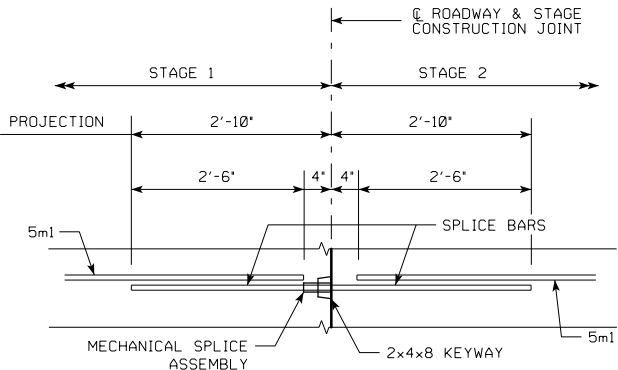
(REQUIRED ALL 4 DRAINS)

MECHANICAL SPLICE ASSEMBLIES:

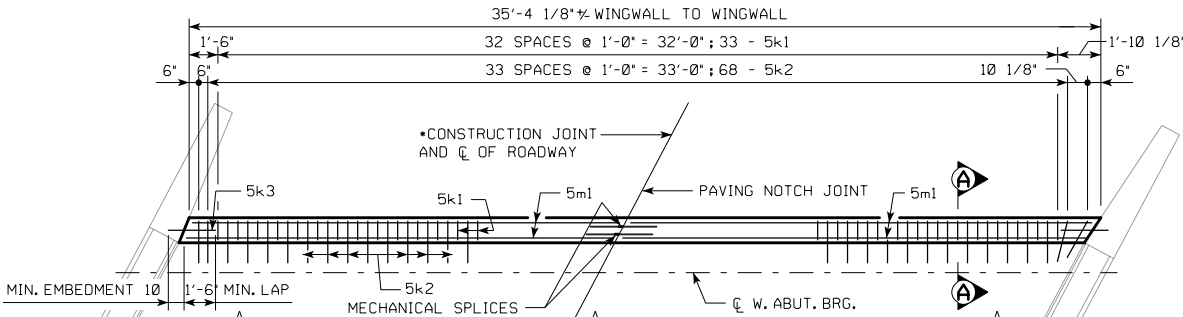
THE 5m1 BARS IN THE PAVING NOTCH REPLACEMENT SHALL BE SPLICED AT THE LOCATIONS SHOWN USING MECHANICAL SPLICE ASSEMBLIES. MECHANICAL SPLICE ASSEMBLIES CONSIST OF MECHANICAL SPLICERS AND REINFORCING SPLICE BARS AS REQUIRED TO FACILITATE THE USE OF THE MECHANICAL SPLICER. THE MECHANICAL SPLICE ASSEMBLY USED SHALL MEET THE REQUIREMENTS OF MATERIALS IM 451 APPENDIX E. REINFORCING SPLICE BARS SHALL MATCH THE DIAMETER OF THE BAR BEING SPLICED.

ALL MECHANICAL SPLICE ASSEMBLIES SHALL BE EPOXY COATED.

THE COST OF ALL SPLICE ASSEMBLIES IS TO BE INCLUDED IN THE PRICE BID FOR "PAVING NOTCH REPLACEMENT" AND NO SEPARATE PAYMENT WILL BE MADE. THE WEIGHT OF MECHANICAL SPLICE ASSEMBLIES IS NOT INCLUDED IN THE QUANTITY SHOWN FOR "REINFORCING STEEL EPOXY COATED". A TOTAL OF 8 EPOXY COATED SPLICE ASSEMBLIES WILL BE REQUIRED.



MECHANICAL SPLICE DETAIL



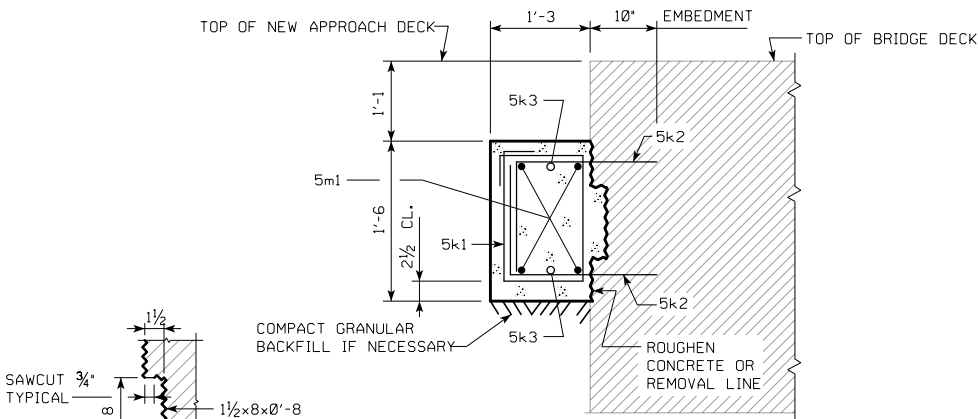
NOTE: 5k3 BARS SHALL BE SET AS DOWELS EMBEDDED 10 INCHES MINIMUM INTO THE EXISTING BRIDGE WINGWALLS AND EXTENDING A MINIMUM OF 1'-6 INTO THE NEW PAVING NOTCH REPLACEMENT.

PART PLAN VIEW AT ABUTMENT

(W. ABUT. SHOWN, W. ABUT. SIMILAR)

NOTE: NEW PAVING NOTCH REPLACEMENT SHOULD EXTEND FROM BRIDGE WINGWALL TO BRIDGE WINGWALL.

NOTE: 5k2 BARS AT 1'-0 CENTERS ARE TO BE PLACED AT BOTH TOP & BOTTOM OF THE PAVING NOTCH. THE 5k1 BARS AT 1'-0 CENTERS ARE CENTERED BETWEEN THE 5k2 BARS. 5k1 AND 5k2 BARS MAY BE SHIFTED TO AVOID INTERFERENCE WITH CONSTRUCTION JOINT.



PART SECTION A-A

NOTE: DOWELS SHALL BE PLACED TO MISS ANY EXISTING REINFORCING STEEL EXPOSED DURING REMOVALS.

Design For Repair To 30" (RA)

125'-0"x30'-0" Continuous Concrete Slab Bridge

38'-0" End Spans

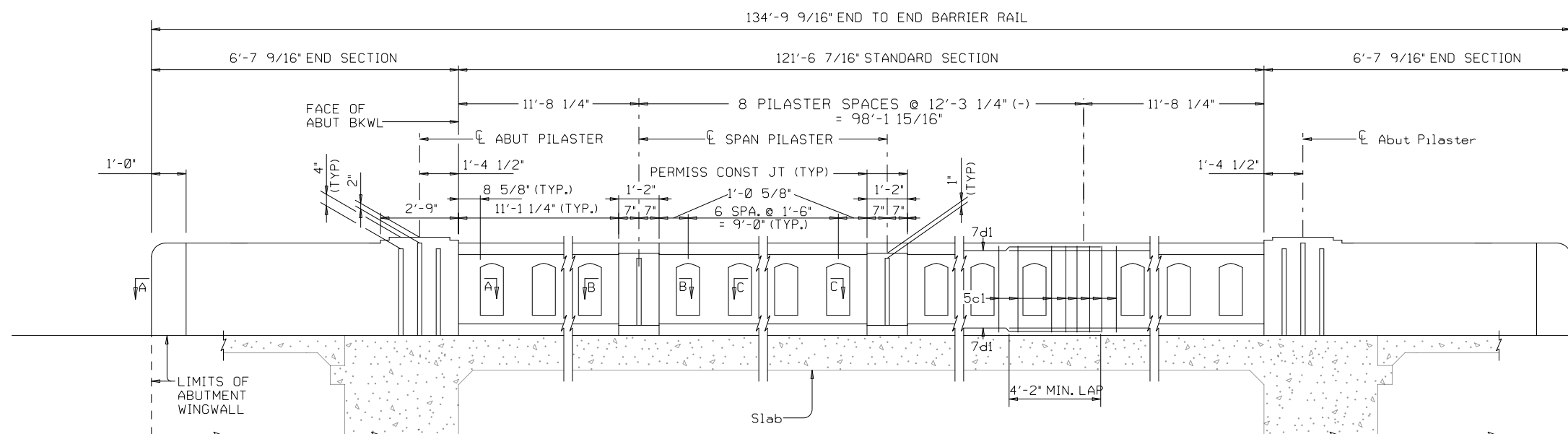
49'-0" Interior Span

Bridge Repair Details

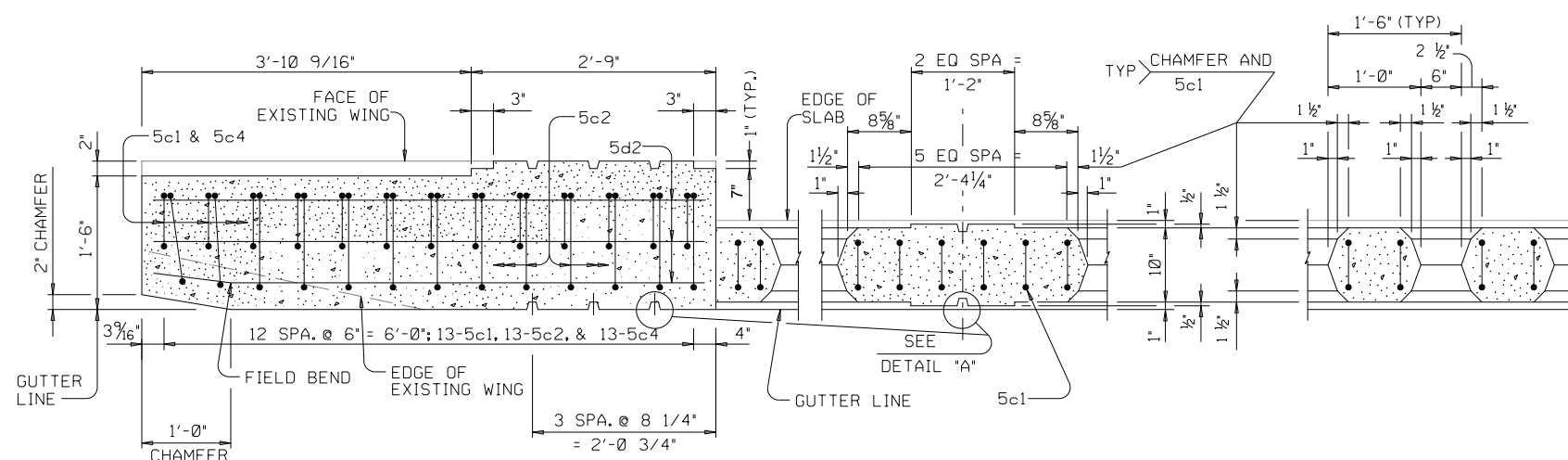
STA. 12+64.23

May, 2023

City of Dyersville



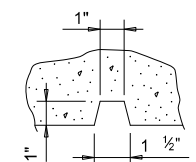
BARRIER RAIL ELEVATION



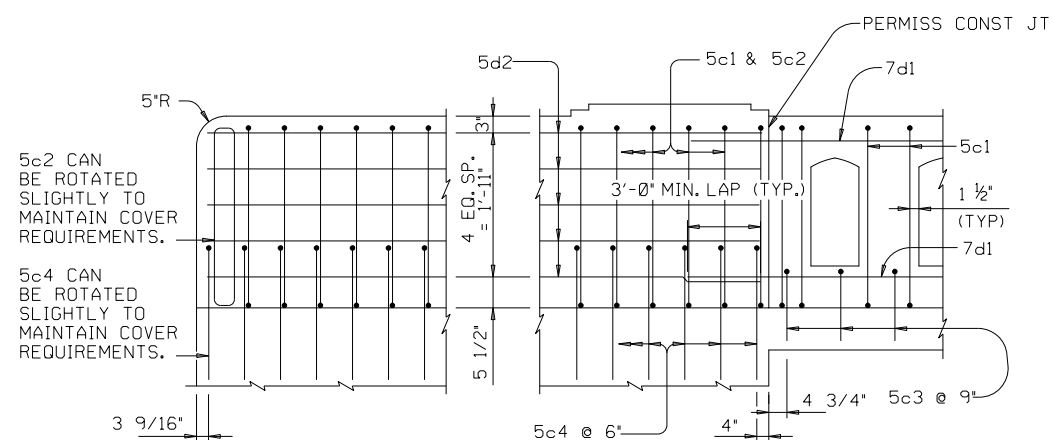
SECTION A-A

SECTION B-B

SECTION C-C



DETAIL "A"



ELEVATION SHOWING  
TYPICAL REINFORCING PLACEMENT

Design For Repair To 30" (RA)

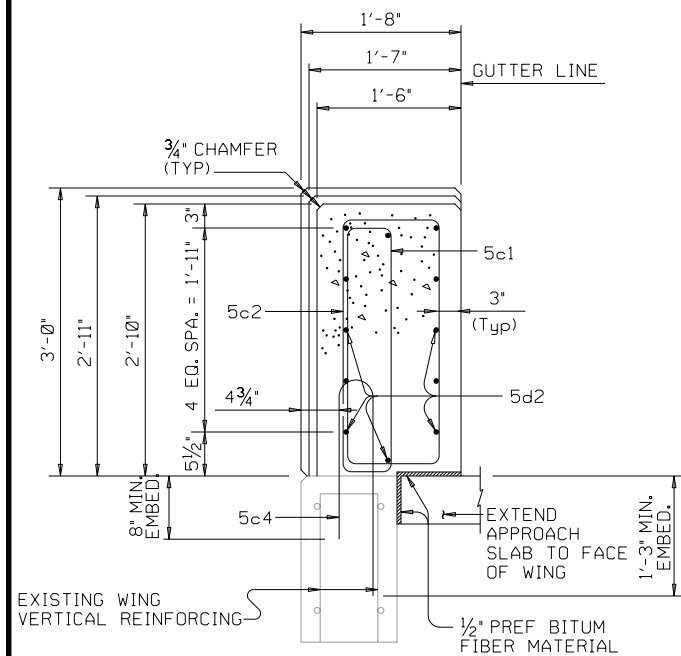
125'-0"x30'-0" Continuous Concrete  
Slab Bridge

38'-0" End Spans                      49'-0" Interior Span

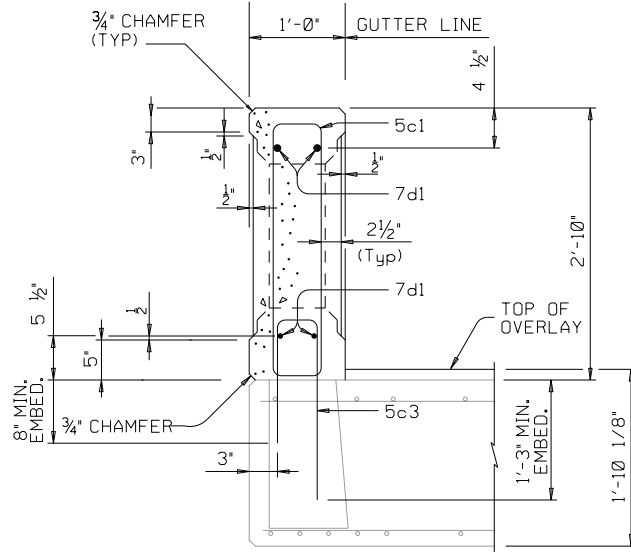
Barrier Rail Details

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City of Dyersville

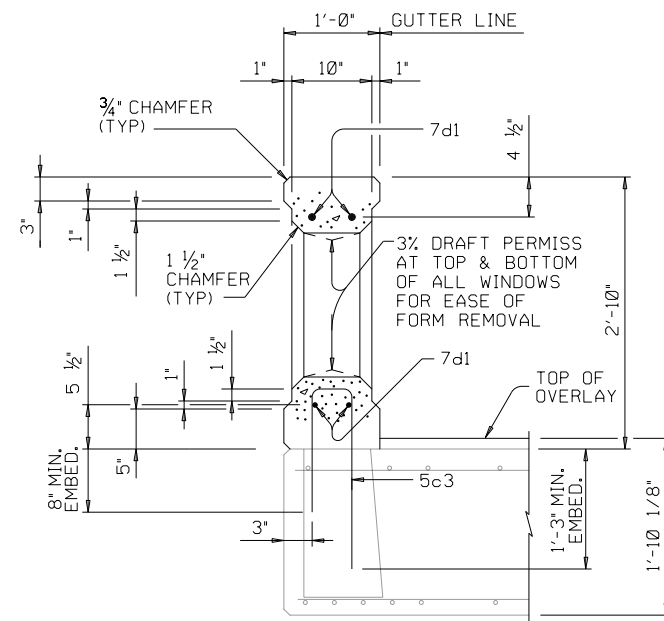


ON ABUTMENT WINGWALLS

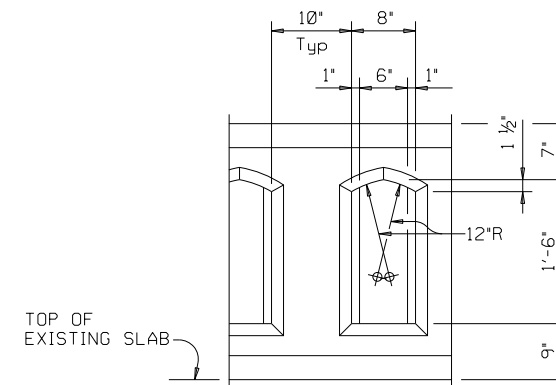


SECTION THRU  
POST ON BRIDGE SLAB  
(Showing Pilaster)

## SECTIONS THRU RAIL



SECTION THRU  
WINDOW ON BRIDGE SLAB



## WINDOW DETAILS

DOWEL SETTING NOTE:

THE 5c3, 5c4, BARS SHALL BE SET AS DOWELS IN DRILLED HOLES. SEE DETAILS FOR HOLE DEPTH. THE DOWELS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. EITHER OF THE FOLLOWING SYSTEMS MAY BE USED AS A BONDING AGENT FOR VERTICAL DOWELS:

A. POLYMER GROUT SYSTEM IN ACCORDANCE WITH ARTICLE 2301.03, E, OF THE STANDARD SPECIFICATIONS.

B. HYDRAULIC CEMENT GROUT SYSTEMS. DRILLED HOLES ARE TO BE  $2\frac{1}{2}$  TIMES THE DOWEL DIAMETER AND ARE TO BE BLOWN CLEAN WITH COMPRESSED AIR IMMEDIATELY PRIOR TO PLACING GROUT. THE HYDRAULIC CEMENT GROUT SHALL BE ONE OF THOSE APPROVED IN MATERIALS I.M. 491.13 AND SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

## BARRIER RAIL NOTES:

THIS RAIL DESIGN IS BASED ON TX DOT TYPE T411 RAIL WHICH MEETS NCHRP REPORT 350 TL-2 RATING.

MINIMUM CLEAR DISTANCE FROM FACE OF CONCRETE TO NEAR REINFORCING BAR IS TO BE 2" UNLESS OTHERWISE NOTED OR SHOWN.

THE PERMISSABLE CONSTRUCTION JOINTS ARE TO BE PLACED ADJACENT TO THE POSTS AS SHOWN. LONGITUDINAL REINFORCEMENT SHALL CONTINUE THROUGH THE CONSTRUCTION JOINT AND LAP SPLICED A MINIMUM 1'-6" WITH ADJACENT RAIL REINFORCEMENT WHERE NECESSARY.







ALL BARRIER RAIL REINFORCING STEEL IS TO BE EPOXY COATED.

THE CONCRETE BARRIER RAIL IS TO BE BID ON A LINEAL FOOT BASIS. THE NUMBER OF LINEAL FEET OR BARRIER RAIL INSTALLED WILL BE PAID FOR AT THE CONTRACT PRICE PER LINEAL FOOT BASED ON PLAN QUANTITIES. PRICE BID FOR ASTHETIC CONCRETE BARRIER RAILING SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIAL, EXCLUDING REINFORCING STEEL, AND ALL OF THE EQUIPMENT AND LABOR REQUIRED TO ERECT THE RAIL IN ACCORDANCE WITH THESE PLANS AND CURRENT SPECIFICATIONS.

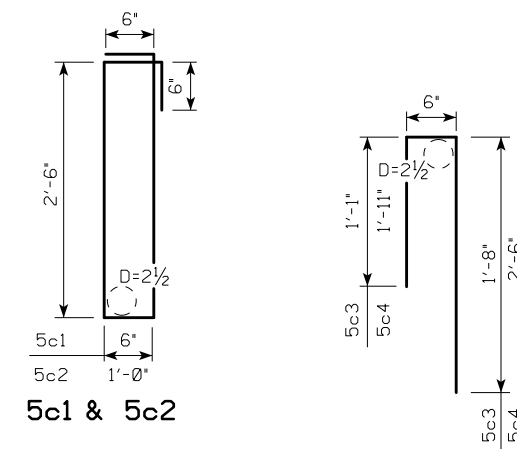
TOP OF THE BARRIER RAIL IS TO BE PARALLEL TO THE THEORETICAL C GRADE.

ALL BARRIER RAIL CONCRETE SHALL BE CLASS C.

AVERAGE WEIGHT OF RAILING WITH NO PILASTERS IS 295 PLF.

EPOXY COATED REINFORCING STEEL					
BAR	LOCATION	SHAPE	NO.	LENGTH	WEIGHT
5c1	VERTICAL, BARRIER & END SECTION		416	7'-0"	3,037
5c2	VERTICAL, END SECTION		52	8'-0"	434
5c3	VERTICAL, BARRIER RAIL DOWEL		324	3'-7"	1,211
5c4	VERTICAL, END SECTION DOWEL		52	4'-11"	267
7d1	HORIZONTAL, BARRIER RAIL		32	35'-1"	2,295
5d2	HORIZONTAL, END SECTION		48	6'-3"	313
EPOXY COATED REINFORCING STEEL - TOTAL (LBS)					7,557

CONCRETE PLACEMENT SUMMARY	
LOCATION	TOTAL
BRIDGE RAILING, 222.1 FEET AT 0.073 CY/FT	16.2
INTERIOR PILASTER, 18 AT 0.11 CY EACH	2.0
END SECTION, 4 AT 1.1 CY EACH	4.4
TOTAL (CU. YDS.)	22.6



NOTE: ALL REINFORCING IS TO BE EPOXY COATED.

NOTE: ALL DIMENSIONS ARE OUT TO OUT. D=PIN DIAMETER.

Design For Repair To 30° (RA)

125'-0"x30'-0" Continuous Concrete  
Slab Bridge

38'-0" End Spans

49'-0" Interior Span

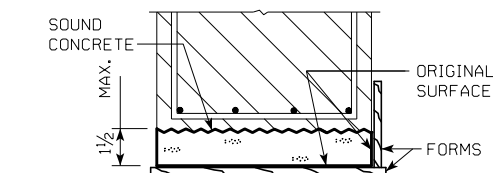
## Barrier Rail Details

STA. 12+64.23

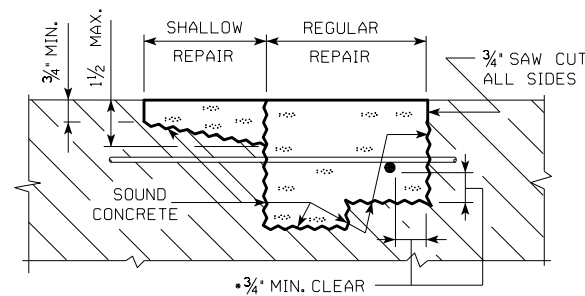
May, 2023

City of Dyersville



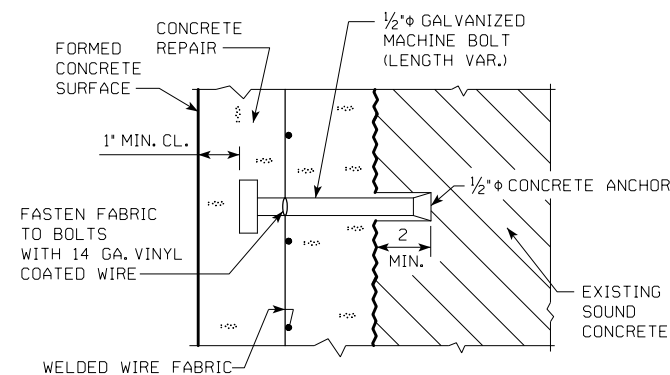


**SHALLOW REPAIR  
BOTTOM SURFACE**



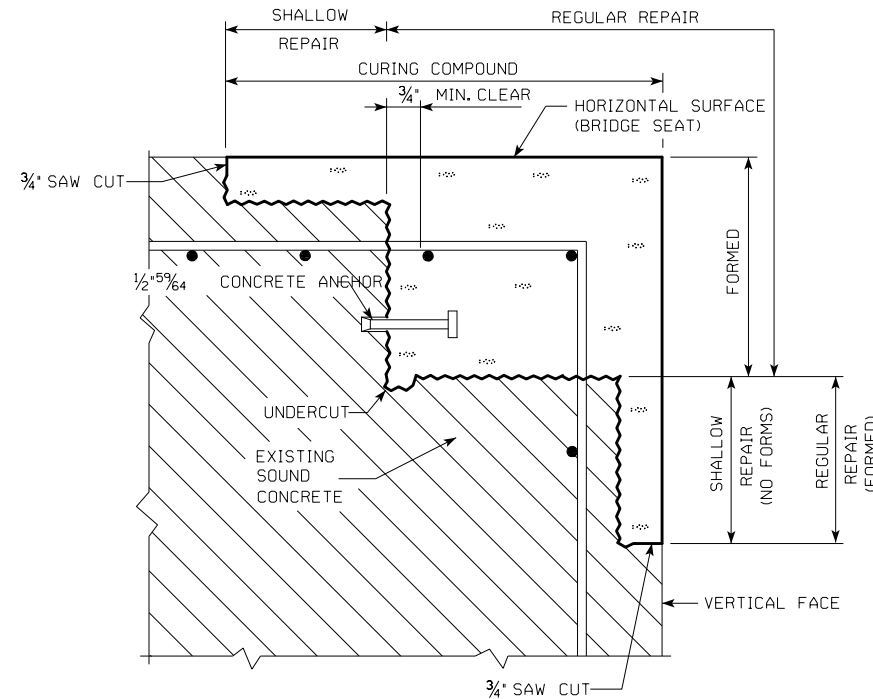
**REPAIR DEFINITION**

\*INDICATES CLEARANCE FOR AN UN-BONDED REBAR.

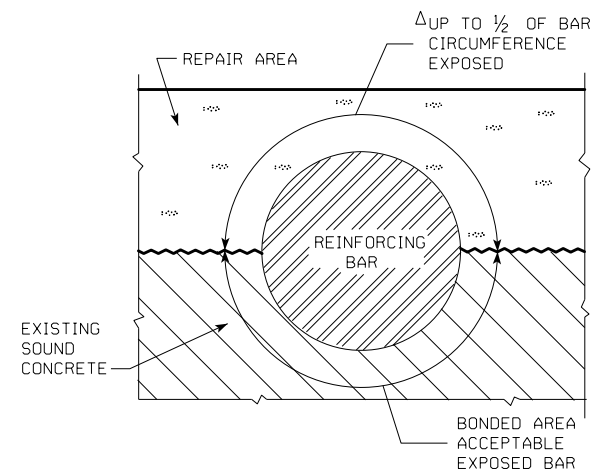


**ANCHOR DETAIL**

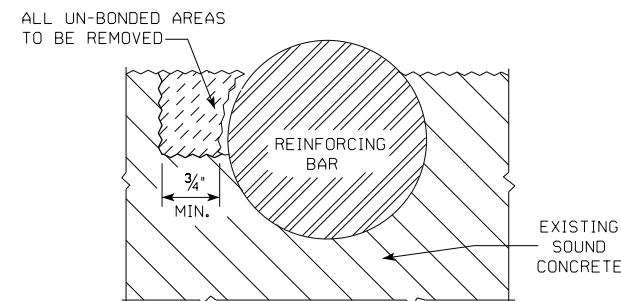
FOR SPACING AND USE OF CONCRETE ANCHORS  
AND WWF SEE THE REPAIR NOTES.



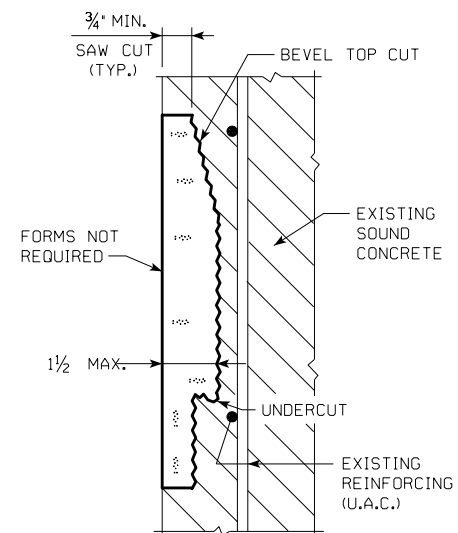
**CORNER REPAIR**



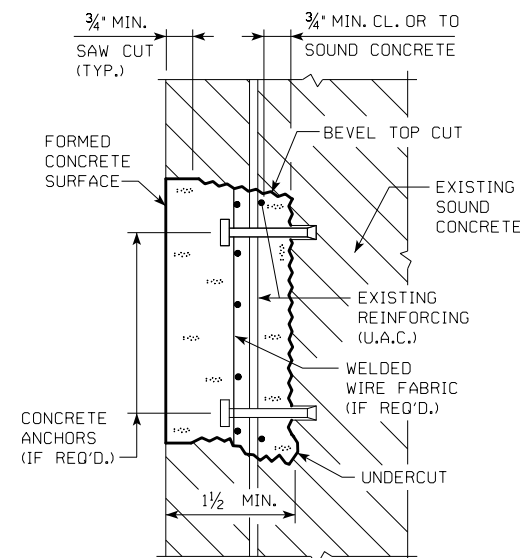
Δ IF MORE THAN 1/2 OF THE REBAR IS EXPOSED IT  
SHALL BE TREATED AS AN UN-BONDED REBAR.



**CONCRETE REMOVAL  
ADJACENT TO REINFORCING**



**SHALLOW REPAIR  
VERTICAL FACE**



**REGULAR REPAIR  
VERTICAL FACE**

## REPAIR NOTES:

THE SPALLED AND HOLLOW AREAS OF THIS BRIDGE AS NOTED AND SHOWN IN THESE PLANS SHALL BE REPAIRED AS FOLLOWS:

ALL EXISTING REINFORCING BARS THAT ARE EXPOSED BY CONCRETE REMOVAL SHALL BE CLEANED AND CAREFULLY INCORPORATED INTO THE NEW WORK, EXCEPT BADLY DETERIORATED EXISTING REINFORCING WHICH SHALL BE REPLACED AS DIRECTED BY THE ENGINEER.

THE CONCRETE ANCHORS REQUIRED SHALL HAVE A MINIMUM PULL OUT OF 5000 LBS. BASED ON 3000 PSI CONCRETE. AN ANCHOR MEETING THE REQUIREMENTS OF IOWA D.O.T. MATERIALS I.M. 453.09 AND THE PULL OUT LOAD ABOVE IS REQUIRED. THE ANCHORS SHALL BE GALVANIZED AND SHALL BE INSTALLED ACCORDING TO RECOMMENDATIONS OF THE MANUFACTURER.

THE WELDED WIRE FABRIC SHALL BE ASTM A185 AND GALVANIZED AS PER ASTM A-641. THE WWF WIRES SHALL BE SPACED 3x3 OR 4x4 AND THE WIRES SHALL HAVE A NOMINAL AREA OF 0.014 TO 0.029 SQUARE INCHES INCLUSIVE, EXAMPLE "WWF 3x3 - W1.4xW2.9".

WHERE REINFORCEMENT HAS BEEN EXPOSED AND CLEARANCE AROUND THE PERIPHERY OF THE EXISTING BAR IS PROVIDED NO SUPPLEMENTAL REINFORCING IS REQUIRED, EXCEPT WHERE EXISTING REINFORCEMENT DENSITY AND PATTERN ARE SUCH THAT INDIVIDUAL OPEN SPACES BETWEEN BARS ARE OF 1.5 SQUARE FOOT OR LARGER. FOR THIS CONDITION 1/2" CONCRETE ANCHORS AND WELDED WIRE FABRIC SHALL BE INSTALLED AT THE RATE OF ONE CONCRETE ANCHOR WITH WWF PER EACH 1.5 SQUARE FEET OF AREA WITHIN EACH OPEN SPACE.

REPAIRING THE STRUCTURAL CONCRETE SHALL BE IN ACCORDANCE WITH SECTION 2426, OF THE STANDARD SPECIFICATIONS.

Design For Repair To 30" (RA)	
<b>125'-0"x30'-0" Continuous Concrete Slab Bridge</b>	
38'-0" End Spans	49'-0" Interior Span
<b>Concrete Repairs</b>	
STA. 12+64.23	May, 2023
<b>City of Dyersville</b>	

## PROPOSED PROJECT SCHEDULE

PROJECT: Bridge Deck Overlay – 1<sup>st</sup> Ave over Bear Creek WHKS JOB 9715.00  
 CLIENT: City of Dyersville  
 LOCATION: Dyersville, Iowa  
 DATE: June 13, 2023

Item	Name	Date
Submit Final Plans, Specs & Cost Estimate to City	WHKS	June 5, 2023
Set Bid Letting & Public Hearing Date	City Council	June 19, 2023
Send Informal Announcement	WHKS	June 20, 2023
Post Plans & Specs for Bidders	WHKS	June 20, 2023
Post Notice to Bidders to Master Builders of Iowa, Iowa League of Cities, Quest CDN, (2)	City Staff/WHKS	Between June 20 <sup>th</sup> and July 4 <sup>th</sup>
Post Notice of Public Hearing in Newspaper (1)	City Staff	Between June 27 <sup>th</sup> and July 13 <sup>th</sup>
Receive Bids	City Staff & WHKS	July 11, 2023
Present Bids to Council	City Staff	July 17, 2023
Hold Public Hearing & Award Contract	City Council	July 17, 2023
Approve Contract	City Council	August 7, 2023
Preconstruction Meeting	WHKS, City Staff & Contractor	August 22, 2023**
Begin construction	Contractor	August 28, 2023**
Complete construction	Contractor	November 30, 2023

\*\*Estimated Dates, depending on Contractor

- (1) Iowa Code 26.12 requires a public hearing when the cost of the public improvement exceeds the competitive bid threshold of \$100,000 or the adjusted competitive bid threshold established in Section 314.1 B. **Notice of Hearing** is to be published once (Section 362.3) in a weekly newspaper with general circulation in the City, not less than 4 nor more than 20 days before the Hearing date.
- (2) Iowa Code Section 26.3 requires **Notice of a Letting** not less than 13 nor more than 45 days before the letting in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity.

**RESOLUTION NO. 47-23****A RESOLUTION SETTING THE SALARY FOR AN EMPLOYEE  
OF THE CITY OF DYERSVILLE****BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DYERSVILLE, IOWA:**

**SECTION 1.** The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is authorized to issue checks, less legally required or authorized deductions from the amount set out below, on Friday of each week and make such contributions to IPERS and Social Security or other purpose as required by law or authorization of the City Council, all subject to audit and review by the City Council:

<u>Name</u>	<u>Department</u>	<u>Position</u>	<u>Salary/Hourly Rate</u>
Sandra Oberbroeckling	Administration	Administrative Assistant	\$22.38

Overtime and compensatory hours shall be paid for at one and one-half times the hourly or equivalent rate for the job performed.

**SECTION 2.** The Policy and Administration Committee and City Administrator are hereby authorized to meet from time to time to consider merit pay adjustments and make recommendations to the City Council. Furthermore, the City Council shall make merit pay adjustments for Fiscal Year 2024 as they may deem necessary.

**SECTION 3.** Furthermore, salary and wages as indicated above shall take effect on the first pay period in July 2023 for Administration.

**PASSED AND APPROVED** this 19th day of June, 2023.

\_\_\_\_\_  
Jeff Jacque, Mayor

ATTEST:

\_\_\_\_\_  
Tricia L. Maiers, City Clerk

June 15, 2023

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

RE: Temporary Yard Signs on City Property and Right-of-Way

Dear Honorable Mayor Jacque and Council Members:

I am writing to discuss the regulations regarding temporary yard signs on city property and within the right-of-way, as outlined in the City Code's Sections 165.10.05(J), 165.10.04(D), and 165.10.04(F)(iii). Furthermore, I would also like to address the implications of the *Reed v. Town of Gilbert* Supreme Court Case on the regulation of content on yard signs.

Section 165.10.05(J) specifies the guidelines for temporary yard signs on city property. These signs are prohibited in the right-of-way unless approved by the city.

Section 165.10.04(D) allows residents to place yard signs on their private property without requiring a permit. This regulation respects residents' property rights, allowing them to express their views through temporary yard signs on their private property.

Section 165.10.04(F)(iii) specifies that signs within City Parks are exempt from the Zoning Code. However, signs within City Parks must have prior approval from the city.

*Reed v. Town of Gilbert* was a Supreme Court case that dealt with the issue of content-based regulation of speech. The case involved a church that was placed under strict sign regulations by the town of Gilbert, Arizona, which the church argued violated their First Amendment rights. Ultimately, the Supreme Court ruled in favor of the church, stating that regulating content displayed on signs was unconstitutional because it prohibited free speech.

Due to the *Reed v. Town of Gilbert* Supreme Court Case's ruling on regulating yard sign content, it would be challenging for the city to impose any restrictions or limitations on what is displayed. It's like a light switch - it's either on or off. This approach will maintain a fair and consistent approach that respects individuals' rights to express their views while preserving the community's aesthetics and safety.

Therefore, I make the following recommendations:

1. Signs within the right-of-way should not be allowed. This approach will minimize visual clutter, reduce distractions for drivers, and ensure pedestrian safety, prioritizing public safety and maintaining the orderly use of public spaces. If a business or any other organization would like to display a temporary sign, they could work with the private property owners to place a sign within their property, provided it is four square feet or less.
2. Regarding signs within city parks, I propose adopting a case-by-case evaluation process that is fair and consistent. Each request for signage within city parks should be reviewed individually, considering factors such as the nature of the event or cause, the size and design of the sign, and the potential impact on park visitors and aesthetics. This approach will provide flexibility while ensuring that any signage within city parks remains in harmony with the surrounding environment and serves the community's best interests.

As stated above, I suggest maintaining the current city code regulations about temporary yard signs while emphasizing the enforcement of existing laws. Additionally, I suggest continuing to prohibit signs within the right-of-way and adopting a case-by-case evaluation process for signs within city parks, ensuring fairness, consistency, and the preservation of public safety and aesthetics.

Thank you for considering these recommendations. If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mick J. Michel". The signature is fluid and cursive, with the first name "Mick" and last name "Michel" clearly distinguishable.

Mick J. Michel  
City Administrator

## 165.10 SIGN REGULATIONS

165.10.01. **Purpose.** It is the purpose of this Section to promote the public health, safety, and general welfare through reasonable, consistent, and non-discriminatory sign standards. The sign regulations in this Section are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of signs. The sign regulations are especially intended to address the secondary effects that may adversely impact aesthetics and traffic and pedestrian safety. The sign regulations are designed to serve substantial governmental interests and, in some cases, compelling governmental interests such as traffic safety and warning signs of threats to bodily injury or death. This Section is not intended to extend its regulatory regime to objects that are not traditionally considered signs for purpose of government regulation. This Section establishes sign regulations, including provisions to control the type, design, size, location, and maintenance of signs, to achieve the following purposes:

- A. To enable the public to locate goods, services, and facilities without difficulty or confusion;
- B. To protect property values, public investment, and overall neighborhood character by preventing conditions that have undesirable impacts on surrounding properties;
- C. To promote the development of attractive and harmonious residential districts, viable retail and commercial districts, and appropriately identify industrial uses;
- D. To ensure signs are designed and located to reduce distraction and confusion that may be contributing factors to traffic congestion or accidents and maintain a safe and orderly pedestrian and vehicular environment; and
- E. To enable the fair and consistent enforcement of these sign regulations and to provide standards regarding the non-communicative aspects of signs.

165.10.02. **Application.** Signs shall be designed, erected, altered, moved, displayed, and maintained in accordance with the regulations set forth in this Section.

- A. The provisions in this Section shall not amend or in any way interfere with other codes, rules, or regulations governing traffic signs within the City.
- B. The regulations contained in this Section shall apply to signs outside of the public right-of-way, except when specifically stated otherwise.
- C. The owner of any sign, which is otherwise permitted by this Section, may substitute noncommercial copy or message in lieu of any other commercial or noncommercial sign copy of message.

165.10.03. **Conflicts.** This Section is not meant to repeal or interfere with enforcement of other sections of the City of Dyersville Code of Ordinances. In cases of conflicts between local, state, or federal regulations, the more restrictive regulations shall apply.

**165.10.04. Exceptions.** The following are not regulated by this Zoning Ordinance, so long as they meet the applicable standards described below:

- A. Building Identification Signs. Building identification signs not exceeding one (1) square foot in area for residential buildings and two (2) square feet in area for nonresidential buildings.
- B. Business Name and Address on an Entry Door. Name of a business, address information, and/or contact information displayed on an entry door, not exceeding two (2) square feet in area.
- C. Signs Posted on a Community Bulletin Board. Signs posted on a community bulletin board shall not exceed 11 x 17 inches.
- D. Signs located on residential property under four (4) square feet in size, not including portable signs.
- E. Historic and Architectural Features. Historical plaques erected and maintained by non-profit organizations, building cornerstones, and date-constructed stones not exceeding four (4) square feet in area.
- F. Signs Not Readable from the Public Right-of-Way.
  - i. Signs or displays located entirely inside of a building and not visible from the building's exterior;
  - ii. Signs intended to be readable from within a parking area but not readable beyond the boundaries of the lot or parcel upon which they are located or from any public right-of-way; and
  - iii. Signs located on or within City park and recreation facilities.
- G. Governmental Signs. Any sign, posting, notice, or similar signs placed, installed or required by law by a city, county, or a federal or state governmental agency in carrying out its responsibility to protect the public health, safety, and welfare, including, but not limited to, the following:
  - i. Emergency and warning signs necessary for public safety or civil defense;
  - ii. Traffic signs erected and maintained by an authorized public agency;
  - iii. Signs required to be displayed by law;
  - iv. Signs directing the public to points of interest; and
  - v. Signs showing the location of public facilities.

**165.10.05. Prohibited Signs and Elements.** The following sign types and elements are not allowed anywhere in the City because of their potential to create distractions to the traveling public and create visual clutter that impacts the natural and architectural aesthetics of the City:

- A. Abandoned signs.

- B. Animated signs.
- C. Balloon signs.
- D. Blinking or flashing signs. No flashing, blinking, or rotation lights shall be permitted for either permanent or temporary signs.
- E. Inflatable signs.
- F. Intermittent signs.
- G. Moving signs. No sign shall be permitted any part of which moves by any mechanical means.
- H. Signs emitting sound, smoke, or odors.
- I. Signs attached or painted on trees, rocks, fences, or natural features
- J. Signs in the right-of-way except for those placed by a public entity, approved banners on utility or light poles, projecting signs as allowed in this Section, or other signs approved by the City.
- K. Signs or sign support structures that obstruct means of egress, including any fire escape, window, door opening, stairway, opening, exit, walkway, utility access or Fire Department connection.
- L. Signs that interfere with any required opening for ventilation.
- M. Signs or sign structures which resemble, imitate, simulate, or conflict with traffic control signs or devices included in the Manual of Uniform Traffic Control Devices, which otherwise mislead or confuse persons traveling on public streets, which create a traffic hazard.
- N. Signs displayed on motor vehicles and portable storage units, unless:
  - i. The vehicle or storage units are functional and used for their primary purpose.
  - ii. The display is incidental to the use.
  - iii. The motor vehicle is parked in a designated parking or loading space, and the storage unit is located in a location that complies with all standards of this Zoning Ordinance.
- O. Signs not expressly allowed by this Section.

**165.10.06. Measurements and Illustrations.** For regulating signs as described in this chapter the following shall apply:

- A. **Sign Area.** Computation of sign area shall include the combination of the writing, emblem, illustrations or other display, together with any background material or color forming an integral part of the display, but not including the supporting framework. On a multi-face sign the area is computed only from one face. Where the frame or cabinet is not in the shape of a rectangle, square, triangle



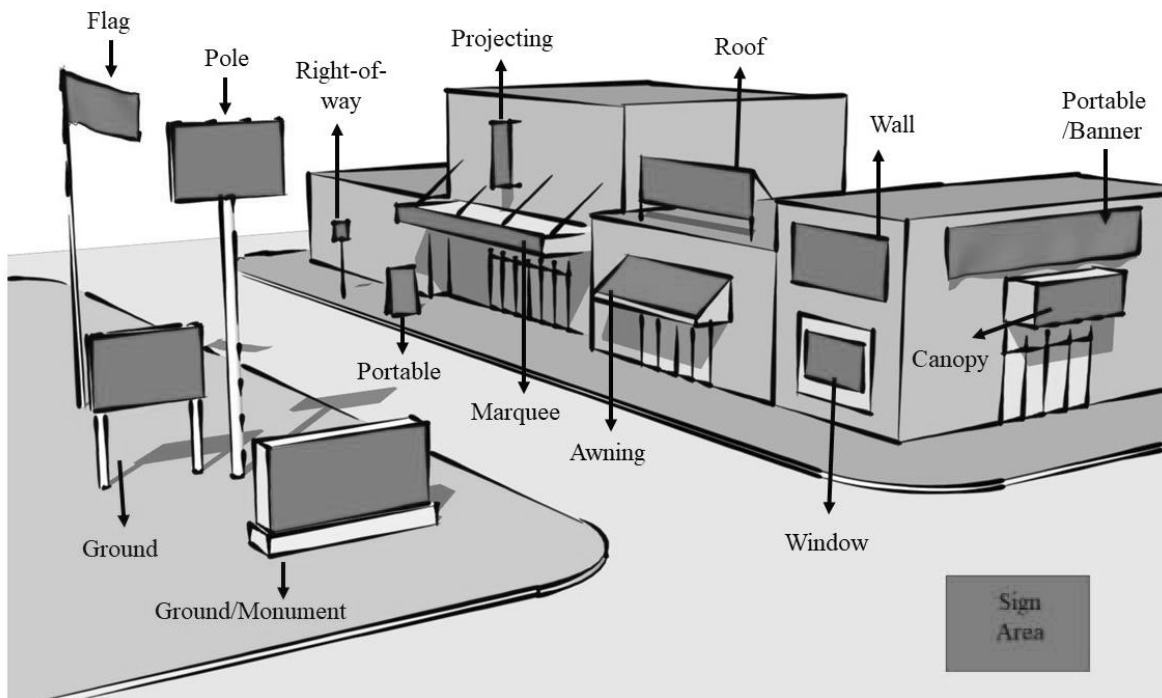
or circle, the sign face area shall be determined by calculating the area of an imaginary rectangle drawn around the frame or cabinet.

**B. Height.** Height shall be measured from average ground level exclusive of any filling, berming, mounding, or excavating solely for locating the sign, to the highest point of the sign or support structure, whichever is taller.

**C. Projection.** Any building sign extending more than six (6) inches from the wall to which it is attached shall allow a minimum of ten (10) feet of clearance from the average ground level, as measured in Subsubsection B of this Subsection.

**D. Setback.** The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.

#### 165.10.06.01 Sign Type and Area Illustrative Examples



#### 165.10.07. General Sign Regulations.

**A. Design Standards.** The guidelines set out in this Subsection address issues related to sign compatibility, legibility, placement, color, and illumination. They are intended to complement the standards of this Section and to guide quality visual environments.

- i. **Illumination of signs.** Lighted signs facing and on property adjacent to or across a street or alley from a residential district shall not be backlit and shall be no closer than twenty (20) feet from the nearest residential district boundary.

- ii. **Sign Electrical Raceways and Conduits.** Electrical transformer boxes and raceways should be concealed from public view. If a raceway cannot be mounted internally behind the finished exterior wall, the exposed metal surfaces of the raceway should be finished to match the background wall or integrated into the overall sign design.
- iii. **Wall Signs.**
- a. A wall sign shall not extend more than 18 inches from the wall to which it is attached.
  - b. A wall sign may not extend beyond the corner of the wall to which it is attached, except where attached to another wall sign, it may extend to provide for the attachment.
  - c. A wall sign may not extend beyond its building's roof line.
  - d. A wall sign in the C-3 District attached to a building on its front property line may encroach upon public right-of-way by no more than 18 inches. Such a wall sign shall provide minimum clearance of 8.5 feet.
- iv. **Projecting Signs.**
- a. Within the C-3 District, a projecting sign may come within five (5) feet from the vertical plane of the inside curb line.
  - b. Projecting signs must minimize visible support structure, including guy wires, cables, turnbuckles, angle iron, or other similar external support structure.
- v. **Pole Signs.**
- a. Permitted pole signs may revolve at a rate not to exceed six (6) revolutions per minute to not be classified as a moving sign which is prohibited in this Zoning Ordinance.
  - b. No electronic information sign shall be programmed in a way that suggests or resembles a traffic control device, such as a traffic signal.
- vi. **Banner and Flag Signs.** Banner and flag signs count against the attached wall sign area permitted on premise.
- vii. **Detached Signs.**
- a. The area around the base of the sign shall be maintained by the sign owner or property owner in clean condition. A radius of five (5) feet around the base of the sign shall be landscaped with natural materials in accordance with the provisions of Subsection *165.08.03, General Requirements*, applying the treatment described in Subsection *165.08.04, Planting Standards*.

viii. **Business and Industrial Centers.** In addition to its total permitted sign area in Subsection *165.10.09, Permitted Sign Design Regulations*, each premises identified by the City as a business or industrial park may have one additional detached sign located at the entrance to the park, subject to the following conditions:

- a. The maximum area for the sign shall be 100 square feet;
- b. No sign shall be within 150 feet of any other detached sign on the same or adjacent premises; and
- c. Each sign shall be subject to all other regulations for detached signs or graphics set forth in this Section.

ix. **Driveway Signs.** Driveway signs are in the P-1, C-2, I-1, I-2, and I-3 districts in addition to the total permitted sign area in *165.10.09.02* and *165.10.09.04 Detached Sign Regulations* to direct internal traffic, identify parking areas, or supply other information, given that driveway signs are:

- a. No larger than three (3) square feet per face;
- b. If building mounted, no higher than eight (8) feet from grade;
- c. If freestanding, no higher than three (3) feet from grade; and
- d. A maximum of one (1) at each driveway or drive through lane.

x. **Additional Signs at Entrances.** In addition to its total permitted sign area in *165.10.09.02* and *165.10.09.04, Detached Sign Regulations*, each property in the P-1, C-2, I-1, I-2, and I-3 district may have one (1) non-illuminated sign with a maximum size of twelve (12) square feet within twenty (20) feet of a public right-of-way that provides access to the property. Such sign shall be a monument or ground sign with a maximum height of four (4) feet.

**165.10.08. Permitted Sign Types by District.** Table *165.10.08.01, Permitted Signs* below indicates the permitted sign types by each zoning district. Additional design standards and restrictions apply as may be indicated in this Section. The letters indicate the following:

- A. “P” means that the sign type is permitted for all uses in the district.
- B. “P(L)” means that the sign type is permitted but limited to principal non-residential and multi-family uses, listed in Subsection *165.05.14, Use Matrix*.
- C. “N” means that the sign type is not permitted in the district.

**165.10.08.01 Permitted Signs**

Sign Types	A-1	A-2	R-1	R-2	R-3	C-1	C-2	C-3	I-1	I-2	I-3	P-1	PC
<b>Detached Signs</b>													
Residential	P	P	P	P	P	P	P	P	P	P	P	P	P
Ground	P	P	P(L)	P(L)	P(L)	P	P	P	P	P	P	P	P
Pole	N	N	N	N	N	N	P	P	P	P	P	P	P
<b>Attached Signs</b>													
Awning	N	N	N	N	N	P	P	P	P	P	P	P	P
Banner	N	N	N	N	N	P	P	P	P	P	P	P	P
Canopy	N	N	N	N	N	P	P	P	P	P	P	P	P
Marquee	N	N	N	N	N	P	P	P	P	P	P	P	P
Projecting	N	N	N	N	N	P	P	P	P	P	P	P	P
Roof	N	N	N	N	N	N	P	N	P	P	P	N	N
Wall	P	P	P	P	P	P	P	P	P	P	P	P	P
Window	P	P	P	P	P	P	P	P	P	P	P	P	P
<b>Miscellaneous</b>													
Off-Premise Sign	N	N	N	N	N	N	P	N	P	P	P	P	P
Portable	P	P	P	P	P	P	P	P	P	P	P	P	P
Flag Sign	N	N	N	N	N	N	P	P	P	P	P	P	P

## 165.10.09. Permitted Sign Design Regulations.

### 165.10.09.01 Off-Premise Signs

Sign Types	A-1	A-2	R-1	R-2	R-3	C-1	C-2	C-3	I-1	I-2	I-3	P-1	PC
Permitted Area <sup>1</sup>							Only within 250 feet of U.S. Hwy 20.		Only within 250 feet of U.S. Hwy 20.				
Total size allocation on premise	N/A	N/A	N/A	N/A	N/A	N/A	500 s.f.	N/A	500 s.f.	500 s.f.	500 s.f.	N/A	N/A
Height							60 ft		60 ft	60 ft	60 ft		
Maximum number of signs							1		1	1	1		

Notes:

1. Separated by 1,000 feet from any other off-premise sign and 300 feet from any other detached sign or residential district

### 165.10.09.02 Detached Sign Regulations, Agricultural, Residential, and Public Districts

<b>Detached Signs</b>	<b>A-1</b>	<b>A-2</b>	<b>R-1, R-2, R-3</b>	<b>P-1</b>	<b>PC</b>
<b>Total size allocation on premise</b>	100 square feet for non-residential uses	50 square feet for non-residential and multi-family uses	50 square feet for non-residential and multi-family uses	One square foot per linear foot of street frontage; maximum 250 sf.	Same as A-1
	6 square feet for residential uses	6 square feet for residential uses	6 square feet for residential uses	6 square feet for residential uses; 50 square feet for multi-family uses	Same as A-1
<b>Maximum number of signs</b>	2	1	1	1 per 200 feet of street frontage, maximum of 2 per frontage <sup>1</sup>	
<b>Residential</b>	Subject to maximum number	1	1	1	1
<b>Ground</b>	Subject to maximum number	0	0	1 per frontage	1
<b>Pole</b>	Subject to maximum number	0	0	1 per frontage	0
<b>Maximum area per sign</b>	100 square feet	NA	NA	200 square feet	100 square feet
<b>Illumination</b>	Not Permitted	Indirect and internal permitted for non-residential and multi-family principal uses			
<b>Electronic Message</b>	Not Permitted	Not Permitted	Not Permitted	Permitted	Permitted
<b>Maximum height of signs<sup>2</sup></b>					
<b>Residential</b>	6 feet	6 feet	6 feet	6 feet	6 feet
<b>Ground</b>	10 feet	10 feet	10 feet	10 feet	10 feet
<b>Pole</b>	NA	NA	NA	14 feet	NA
<b>Setback from Property Line</b>					
<b>Front and Street Side Yard</b>	25 feet	5 feet	5 feet	5 feet	5 feet
<b>Side Yard</b>	10 feet	5 feet	5 feet	5 feet	5 feet

Notes:

1. Frontage applies to sides of the lot line that face a public street where each frontage is treated independently of other frontages; however, that no sign shall be located closer than 50 feet to another sign measured in a straight line distance.

2. Signs shall not project above the roofline greater than 3 feet.

**165.10.09.03 Attached Sign Regulations, Agricultural, Residential, and Public Districts**

<b>Attached Signs<sup>1</sup></b>	<b>A-1</b>	<b>A-2</b>	<b>R-1, R-2, R-3</b>	<b>P-1</b>	<b>PC</b>
<b>Total size allocation on premise</b>	32 square feet	32 square feet for non-residential and multi-family uses	32 square feet for non-residential and multi-family uses	2 square feet per linear foot of building frontage up to 500 square feet	32 square feet for non-residential and multi-family uses
	3 square feet for residential uses	3 square feet for residential uses	3 square feet for residential uses	3 square feet for residential uses	3 square feet for residential uses
<b>Maximum number of signs</b>	1 per building façade	1 per building façade	1 per building façade	No limit within size allocation	No limit within size allocation
<b>Maximum area per sign for wall and window signs<sup>2</sup></b>	32 square feet	32 square feet	32 square feet	20% of wall surface; 40% of window area	15% of wall surface; 40% of window area subject to total allowed size allocation
<b>Illumination</b>	No	No	No	Yes; internal or indirect	Yes; Internal or indirect
<b>Electronic Message</b>	Not Permitted	Not Permitted	Not Permitted	Permitted	Permitted

Notes:

1. Signs shall not project above the roofline greater than 3 feet.
2. A wall sign shall not extend more than 18 inches from the wall to which it is attached

### 165.10.09.04 Detached Sign Regulations, Commercial and Industrial Districts

Detached Signs	C-1	C-2	C-3	I-1	I-2	I-3
<b>Total size allocation on premise</b>	One (1) sq. ft. of signage per one (1) ft. of frontage; maximum of 150 square feet	One (1.5) sq. ft. of signage per one (1) ft. of frontage; maximum of 500 square feet	One (1.5) sq. ft. of signage per one (1) ft. of frontage; maximum of 150 square feet	One (1.5) sq. ft. of signage per one (1) ft. of frontage; maximum of 500 square feet	One (1.5) sq. ft. of signage per one (1) ft. of frontage; maximum of 500 square feet	One (1.5) sq. ft. of signage per one (1) ft. of frontage; maximum of 500 square feet
<b>Maximum number of detached signs</b>	1 per 300 feet of street frontage, maximum of 2 per frontage <sup>1</sup>	1 per 200 feet of street frontage, maximum of 2 per frontage <sup>1</sup>	1	1 per 300 feet of street frontage, maximum of 2 per frontage <sup>1</sup>		
<b>Residential</b>	1	1	Subject to maximum number	1	1	1
<b>Ground</b>	1 per frontage	2 per frontage	Subject to maximum number	2 per frontage	2 per frontage	2 per frontage
<b>Pole</b>	1 per frontage	1 per frontage	Subject to maximum number	1 per frontage	1 per frontage	1 per frontage
<b>Maximum area per sign</b>	64 square feet	250 square feet	150 square feet	250 square feet	250 square feet	250 square feet
<b>Illumination</b>	Indirect and internal permitted for non-residential and multi-family principal uses					
<b>Electronic Message</b>	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
<b>Maximum height of signs<sup>2</sup></b>						
<b>Residential</b>	6 feet	6 feet	6 feet	6 feet	6 feet	6 feet
<b>Ground</b>	15 feet	20 feet	15 feet	20 feet	20 feet	20 feet
<b>Pole</b>	25 feet	60 feet	10 feet	35 feet	60 feet	60 feet
<b>Setback from Property Line</b>						
<b>Front and Street Side Yard</b>	5 feet	5 feet	0 feet	5 feet	5 feet	5 feet
<b>Side Yard</b>	5 feet	5 feet	0 feet	5 feet	5 feet	5 feet

Notes:

1. Frontage applies to sides of the lot line that face a public street where each frontage is treated independently of other frontages; however, that no sign shall be located closer than 50 feet to another.
2. Signs shall not project above the roofline greater than 3 feet.



**165.10.09.05 Attached Sign Regulations, Commercial and Industrial Districts**

<b>Attached Signs<sup>1</sup></b>	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>I-1</b>	<b>I-2</b>	<b>I-3</b>
<b>Total size allocation on premise</b>	300 square feet	500 square feet	250 square feet	300 square feet	300 square feet	500 square feet
	3 square feet for residential uses					
<b>Maximum number of signs</b>	No limit within size allocation					
<b>Maximum area per sign for wall and window signs<sup>3</sup></b>	20% of wall surface and 40% of window area up to 150 square feet per sign	20% of wall surface and 40% of window area up to 300 square feet per sign	15% of wall surface; 40% of window area <sup>3</sup>	15% of wall surface and 40% of window area up to 300 square feet per sign	15% of wall surface and 40% of window area up to 300 square feet per sign	15% of wall surface and 40% of window area up to 300 square feet per sign
<b>Illumination</b>	Indirect and internal permitted for non-residential and multi-family principal uses	Indirect and internal permitted for non-residential and multi-family principal uses	<b>Wall:</b> Indirect and internal permitted for non-residential and multi-family principal uses. <b>Window:</b> None	Indirect and internal permitted for non-residential and multi-family principal uses	Indirect and internal permitted for non-residential and multi-family principal uses	Indirect and internal permitted for non-residential and multi-family principal uses
<b>Electronic Message</b>	Yes	Yes	Yes	Yes	Yes	Yes
<b>Projection<sup>2</sup></b>	Yes, but shall not extend outward from the building more than 4 feet					

Notes:

1. Signs shall not project above the roofline greater than 3 feet.
2. Shall provide clearance of 8 feet above pedestrian walkways and 15 feet above driveways.
3. A wall sign shall not extend more than 18 inches from the wall to which it is attached.

**165.10.10. Portable (Temporary) Signs.** The purpose of these regulations is to ensure that portable signs do not create a distraction to the traveling public by eliminating the aesthetic blight and litter caused by portable signs.

- A. **Sign Types.** The following signs types are classified as portable signs:
- i. A-Frame or upright signs.
  - ii. Vertical banners. Only permitted in non-residential districts and not permitted in the C-3 district.
  - iii. Yard Signs.
  - iv. Wall banner. Only permitted in non-residential districts and may only be displayed for thirty (30) days per calendar year and not used as permanent signage.
  - v. Window Sign. Only permitted in non-residential districts and not used as permanent signage. The total area combined with permanent window signs shall not exceed forty percent (40%) of the area of the window.
  - vi. Other. Other portable sign types may be allowed, such as fuel pump toppers and wraps around waste receptacles, provided the max area limitation for all portable signs is not exceeded.
- B. **General Regulations.** Portable signs are subject to all location and design regulations described in Subsection *165.10.09, Permitted Sign Design Regulations*.
- C. **Aggregate Size.** The total amount of portable signage permitted on any premise shall be the smaller of five percent (5%) of the area of all street facades or 100 square feet, whichever is less.
- D. **Individual Size.** The maximum size of an individual portable sign shall be thirty (30) square feet in area in non-residential districts and 16 square feet in area in residential districts.
- E. **Location.** Portable signs shall not be attached to any sign pole or light pole on public or private property, or public utility poles or trees on either public or private property.
- F. **Durability.** Portable signs shall be constructed of sufficient weight and durability to withstand wind gusts, storms, and other natural elements.

**165.10.11. Sign Maintenance.** All signs shall be kept in good repair and free from peeling paint, rust, damaged, or rotted supports, framework or other material, broken or missing faces or missing letters. Any signs not maintained may be ordered to be removed. For maintenance of non-conforming signs, the following shall apply:

- A. **Activities considered normal maintenance and repair.** Normal maintenance and repair shall include activities such as replacement, restoration, or improvement. Following damage or destruction, replacement of a nonconformity shall mean that the sign face or sign structure and site, if reinstated with a nonconformity as allowed under the terms of this chapter, shall be reconstructed to match the conditions of the sign face or sign structure that preceded damage or destruction.

Reasonable conditions may be imposed by the Administrator to mitigate any newly created impact on adjacent property. Nonconformities that are completely or substantially reconstructed that include changes to building placement or design shall be subject to the findings and procedures for expansion or alteration of nonconforming uses and structures as specified in Section *165.11, Nonconforming Development*.

**B. Items not considered normal maintenance and repair.** Changes made to the location, size, height, or bulk of the sign or addition of illumination are not considered normal maintenance and repair and shall require that a nonconforming sign be brought into conformance with all requirements of this chapter.

**165.10.12. Sign Permit.** All signs requiring a permit shall be reviewed by the Administrator, subject to the procedures and criteria in Subsubsection *165.03.04.O, Sign Permit*.

**A. Applicability.** A sign permit is not required for:

- i. A sign on property used exclusively for a single-family residence or duplex.
- ii. Repainting without changing permanent wording, composition, or colors; or nonstructural repairs.
- iii. Normal repair and maintenance or conforming or legal non-conforming signs.

**165.10.13. Sign Master Plan.** For projects with an overall site area more than six (6) acres, an applicant may submit a Sign Master Plan, detailing the size, location, and design of all signs on the site. The Sign Master Plan may adjust the strict application of these standards but must clarify the exact nature of the adjustments. Such a Sign Master Plan shall be approved by the City Council after review and recommendation by the Commission. This review follows the same process as review of a PUD District in Subsection *165.06.16, Planned Unit Development*.

**165.10.14. Nonconforming Signs.** Except as may be hereinafter specified, no sign shall be erected, placed, maintained, converted, enlarged, reconstructed, or structurally altered which does not comply with all of the regulations established by this Section.

**A. Maintenance.** Signs erected prior to the effective date of this Zoning Ordinance may be maintained and repaired subject to the requirements of Subsection *165.10.11, Sign Maintenance*.

**B. Continuing Nonconformance.** Where a sign exists at the effective date or adoption or amendment of this Zoning Ordinance that could not be built under the terms of this title by reason of restrictions on area, use, height, setback, or other characteristics of the sign or its location on the lot, such sign may be continued so long as it remains otherwise lawful, subject to the following provisions:

- i. No such sign may be enlarged or altered in a way which increases its nonconformity.
- ii. Should such a sign be destroyed by any means to an extent of sixty percent (60%) or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this Section.

C. **Removal.** The Administrator shall have the authority to revoke any permit which has been granted when the Administrator has determined that the sign authorized by the permit has been constructed or maintained in violation of the permit. Written notice shall be given to the owner of the illegal sign or the owner of the property on which the sign is located. The notice shall state the reasons and grounds for removal, specifying the deficiencies or defects in such sign, and the violations charged; such notice shall specify what repairs, if any, will make the sign conform to the requirements of this Section, and specify that the sign be removed or made to conform with the requirements of this Section within the notice period provided below:

- D. The notice period for a permanent sign is thirty (30) days.
- E. The notice period for a portable sign is five (5) days.

165.10.15. **Liability for Damages.** Provisions of this Section shall not be construed to relieve or eliminate in any way the responsibility or liability any person who erects or owns any sign, for personal injury or property damage caused by the sign; nor shall the provisions of this section be construed to impose upon the City or the Administrator, the City's officials or its employees any responsibility or liability by reason of the approval of any signs under the provisions of this Section.