



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 - March 2, 2026
- 3. Approve Minutes** - Budget Work Session - March 2, 2026
- 4. Receive & File Minutes** Planning & Zoning Commission Meeting - March 9, 2026
- 5. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - February 10, 2026
- 6. Blasting Permit** Bennett Explosives, Inc. - April 2026
- 7. Class E Retail Alcohol License** Dyersville Events, Inc
- 8. Resolution No. 20-26** approving Plat of Survey and Plat of Access and Utility Easement. Lot 1 in Part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa.
- 9. Resolution No. 21-26** approving Plat of Survey of Parcel 2026-14 Part of the East Half (E1/2) of the Northwest Quarter (NW1/4) and Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa. Parcel 2026-15 Part of the East Half (E1/2) of the Northwest Quarter (NW1/4) and Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa. Parcel 2026-16 Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa.
- 10. Authorize Police Chief to Sign** 28E Agreement for Alcohol Product Enforcement

- 11. Authorize City Administrator to Sign Residential Lease Agreement - Dyersville Die Cast**
- 12. Correspondence** Sherry Krapfl, 506 2nd Street NE, Dyersville, Westlinden Lift Station
- 13. Correspondence** Austin Zuercher, 621 2nd Street NW, Dyersville, Police Concerns
- 14. Correspondence** from City Administrator regarding Sewer Backup Claim with Quincy Wilgenbusch and Savannah Salow - Status Update
- 15. Receive & File** Staff Report - Police - March 2026
- 16. Receive & File** Staff Report - Parks & Recreation - March 2026
- 17. Receive & File** Staff Report - Library - March 2026
- 18. Receive & File** Staff Report - Public Works - March 2026
- 19. Receive & File** Staff Report - City Administrator - March 2026

ACTION ITEMS

- 20. Resolution No. 22-26** adopting the Insurance Schedule Policy for the City of Dyersville
- 21. Resolution No. 23-26** approving professional service agreement for Bear Creek Mitigation Maintenance Services between the City of Dyersville and Eocene Environmental Group, Inc.
- 22. Resolution No. 24-26** approving mowing services agreement for Contract A 2026 with J & J Lawn Care
- 23. Resolution No. 25-26** approving mowing services agreement for Contract B 2026 with J & J Lawn Care
- 24. Resolution No. 26-26** deleting property from the Consolidated Dyersville Economic Development District
- 25. Ordinance No. 876** deleting property from the Tax Increment Financing District for the Consolidated Dyersville Economic Development District of the City of Dyersville, Iowa, pursuant to Section 403.19 of the Code of Iowa
- 26. Waive Second Reading** of Ordinance No. 876
- 27. Waive Third Reading** of Ordinance No. 876
- 28. Resolution No. 27-26** setting date for public hearing on Designation of the Expanded Consolidated Dyersville Economic Development District and on Urban Renewal Plan Amendment
- 29. Flood Plain Development Application/Permit No. 26-02** Ramiro Cortes, 327 2nd Ave SW
- 30. Discussion and Possible Action** to retire the remaining ash trees in city inventory
- 31. Proclamation** declaring Thursday, April 2, 2026 as Junior Achievement Day to recognize and celebrate the many community partners who support Junior Achievement's mission in Dyersville

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT02176 - 03.16.26 Bills List - AP

| Vendor Name | Payable Number | Description (Item) | Account Number | Account Name | Amount |
|---|-----------------|---------------------------------|-------------------|---------------------------|-----------------|
| Fund: 001 - GENERAL FUND | | | | | |
| Department: 110 - POLICE | | | | | |
| TAUKE MOTORS | 57472 | Oil Change/Tire Rotation/Ing... | 001-5-110-1-63320 | VEHICLE REPAIRS | 837.07 |
| TAUKE MOTORS | 57563 | Brakes/Pads/Rotors | 001-5-110-1-63320 | VEHICLE REPAIRS | 949.58 |
| ACCESS SYSTEMS | 41472004 | PD - Copy Machine Lease | 001-5-110-1-65060 | OFFICE SUPPLIES | 36.62 |
| Department 110 - POLICE Total: | | | | | 1,823.27 |
| Department: 150 - FIRE | | | | | |
| DYERSVILLE RED JACKETS | 2 | Del Co Membership Dues | 001-5-150-1-62100 | DUES/SUBSCRIPTIONS | 25.00 |
| Department 150 - FIRE Total: | | | | | 25.00 |
| Department: 210 - TRANSPORTATION | | | | | |
| GIANT WASH | 26062 | Uniforms - Lueck | 001-5-210-2-61806 | LUECK UNIFORMS | 2.37 |
| GIANT WASH | 26064 | Uniforms - Lueck | 001-5-210-2-61806 | LUECK UNIFORMS | 2.37 |
| IOWA ASSOCIATION OF MUN... | 34380 | Membership Dues | 001-5-210-2-62100 | DUES/SUBSCRIPTIONS | 1,110.00 |
| BIG WHEELS REPAIR LLC | 16090 | Replace Drive Axle Brakes & ... | 001-5-210-2-63320 | VEHICLE REPAIRS | 602.14 |
| J & J LAWN CARE | 27656 | Snow Removal - City Lots | 001-5-210-2-64322 | CONTRACTED SERVICES | 6,437.50 |
| DYERSVILLE COMMERCIAL | 02267882 | Public Works Help Wanted | 001-5-210-2-65407 | DEPARTMENT SUPPLIES | 111.92 |
| ACE HARDWARE | 271960 | Work Light | 001-5-210-2-65407 | DEPARTMENT SUPPLIES | 28.15 |
| MIDWEST PATCH / HI VIZ SA... | 4321 | Anchors/Maintenance Kit | 001-5-210-2-65407 | DEPARTMENT SUPPLIES | 870.00 |
| CAPITAL SANITARY SUPPLY | D169085 | Center Pull Towels | 001-5-210-2-65407 | DEPARTMENT SUPPLIES | 35.16 |
| ACE HARDWARE | F96320 | Work Light Return | 001-5-210-2-65407 | DEPARTMENT SUPPLIES | -8.16 |
| Department 210 - TRANSPORTATION Total: | | | | | 9,191.45 |
| Department: 410 - LIBRARY | | | | | |
| ACE HARDWARE | 271959 | LED Light | 001-5-410-4-63750 | MAINTENANCE | 12.31 |
| BOOK SYSTEMS INC | 146884 | ILS Annual Contract | 001-5-410-4-64316 | CONTRACTS | 1,269.00 |
| ACCESS SYSTEMS | 41472004 | Library - Copy Machine Lease | 001-5-410-4-64316 | CONTRACTS | 182.08 |
| HANSEL CLEANING SERVICES ... | 02.06.26 | Cleaning Services | 001-5-410-4-64322 | CONTRACTED SERVICES | 250.00 |
| HANSEL CLEANING SERVICES ... | 02.13.26 | Cleaning Services | 001-5-410-4-64322 | CONTRACTED SERVICES | 250.00 |
| HANSEL CLEANING SERVICES ... | 02.20.26 | Cleaning Services | 001-5-410-4-64322 | CONTRACTED SERVICES | 250.00 |
| HANSEL CLEANING SERVICES ... | 02.27.26 | Cleaning Services | 001-5-410-4-64322 | CONTRACTED SERVICES | 250.00 |
| FAREWAY STORES INC | 00316104 | Supplies | 001-5-410-4-65060 | OFFICE SUPPLIES | 20.43 |
| MAIERS, AUDREY | 02.12.26 | Program Supplies | 001-5-410-4-65060 | OFFICE SUPPLIES | 8.55 |
| PALM, CHRISTA | 02.18.26 | Program Supplies | 001-5-410-4-65060 | OFFICE SUPPLIES | 36.36 |
| BLACKSTONE PUBLISHING | 2225383 | CD Processing | 001-5-410-4-65060 | OFFICE SUPPLIES | 5.90 |
| BLACKSTONE PUBLISHING | 2226986 | CD Processing | 001-5-410-4-65060 | OFFICE SUPPLIES | 2.95 |
| GIANT WASH | 26062 | Floor Mats - Library | 001-5-410-4-65060 | OFFICE SUPPLIES | 2.37 |
| GIANT WASH | 26064 | Floor Mats - Library | 001-5-410-4-65060 | OFFICE SUPPLIES | 13.12 |
| DEMCO EDUCATIONAL CORP | 7758126 | Program Supplies | 001-5-410-4-65060 | OFFICE SUPPLIES | 57.65 |
| COMPLETE OFFICE OF WISC... | 92298 | Building Supplies | 001-5-410-4-65060 | OFFICE SUPPLIES | 75.75 |
| OVERDRIVE | 06497CO26058340 | Electronic Media | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 694.42 |
| CENTER POINT PUBLISHING | 2219498 | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 53.69 |
| BLACKSTONE PUBLISHING | 2225383 | Audio Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 80.95 |
| BLACKSTONE PUBLISHING | 2226986 | Audio Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 35.99 |
| CENTER POINT PUBLISHING | 2228559 | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 27.92 |
| CENGAGE LEARNING | 999102283671 | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 26.64 |
| CENGAGE LEARNING | 999102297863 | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 65.58 |
| CENGAGE LEARNING | 999102334071 | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 22.39 |
| CENGAGE LEARNING | 999102334072 | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 48.73 |
| CENGAGE LEARNING | 999102394312 | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 22.74 |
| CENGAGE LEARNING | 999102408462 | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 14.94 |
| Department 410 - LIBRARY Total: | | | | | 3,780.46 |
| Department: 430 - PARKS | | | | | |
| RICK'S LAWN MOWING & SN... | 5530 | Snow Removal - Trails/FEMA | 001-5-430-4-64322 | CONTRACTED SERVICES | 5,086.00 |
| AMERICAN LEGION POST 137 | 106 | US Flag | 001-5-430-4-65407 | DEPARTMENT SUPPLIES | 35.00 |

Expense Approval Register

Packet: APPKT02176 - 03.16.2

Item 1.

| Vendor Name | Payable Number | Description (Item) | Account Number | Account Name | Amount |
|--------------------------------------|----------------|---------------------------|-------------------|---------------------|-----------------|
| ACE HARDWARE | 271964 | PVC Cement/Elbow/Te/Pipe | 001-5-430-4-65407 | DEPARTMENT SUPPLIES | 21.53 |
| JOHN DEERE FINANCIAL | 6085987 | Wire Rope/Quick Snap Link | 001-5-430-4-65407 | DEPARTMENT SUPPLIES | 25.08 |
| MIRACLE RECREATION EQUIP | 899945 | Shacke Screws & Bolts | 001-5-430-4-65407 | DEPARTMENT SUPPLIES | 160.88 |
| CARROT-TOP INDUSTRIES | INV147027 | Iowa Flags | 001-5-430-4-65407 | DEPARTMENT SUPPLIES | 184.98 |
| Department 430 - PARKS Total: | | | | | 5,513.47 |

Department: 445 - AQUATIC CENTER

| | | | | | |
|---|----------|------------------|-------------------|---------------------|--------------|
| DYERSVILLE COMMERCIAL | 02267882 | Pool Help Wanted | 001-5-445-4-65407 | DEPARTMENT SUPPLIES | 69.45 |
| Department 445 - AQUATIC CENTER Total: | | | | | 69.45 |

Department: 460 - COMMUNITY CENTER

| | | | | | |
|---|--------------------|----------------------------------|-------------------|---------------------|-----------------|
| TJ CLEANING SERVICES | 02.26.26 Soc Ctr | Cleaning Services Wk of 2/20 .. | 001-5-460-4-64322 | CONTRACTED SERVICES | 125.00 |
| TJ CLEANING SERVICES | 03.05.26 Soc Ctr | Cleaning Services Wk of 2/26 .. | 001-5-460-4-64322 | CONTRACTED SERVICES | 212.50 |
| TJ CLEANING SERVICES | 03.12.2026 Soc Ctr | Cleaning Services Wk of 3/6 t... | 001-5-460-4-64322 | CONTRACTED SERVICES | 237.50 |
| JOHNSON CONTROLS | 25253582 | Alarm Monitoring | 001-5-460-4-64322 | CONTRACTED SERVICES | 460.00 |
| GIANT WASH | 26062 | Floor Mats - Social Center | 001-5-460-4-64322 | CONTRACTED SERVICES | 2.37 |
| GIANT WASH | 26064 | Floor Mats - Social Center | 001-5-460-4-64322 | CONTRACTED SERVICES | 13.12 |
| Department 460 - COMMUNITY CENTER Total: | | | | | 1,050.49 |

Department: 620 - CLERK, TREAS & FINANCE

| | | | | | |
|---|----------|------|-------------------|-----------------|--------------|
| QUILL CORPORATION | 47970513 | Tape | 001-5-620-6-65060 | OFFICE SUPPLIES | 10.39 |
| Department 620 - CLERK, TREAS & FINANCE Total: | | | | | 10.39 |

Department: 650 - CITY HALL & GEN BLDGS

| | | | | | |
|--|-----------------|----------------------------------|-------------------|----------------------|-----------------|
| TJ CLEANING SERVICES | 02.26.26 City | Cleaning Services Wk of 2/20 .. | 001-5-650-6-63100 | BUILDING MAINTENANCE | 250.00 |
| TJ CLEANING SERVICES | 03.05.26 City | Cleaning Services Wk of 2/26 .. | 001-5-650-6-63100 | BUILDING MAINTENANCE | 250.00 |
| TJ CLEANING SERVICES | 03.12.2026 City | Cleaning Services Wk of 3/6 t... | 001-5-650-6-63100 | BUILDING MAINTENANCE | 250.00 |
| COMPUTER DOCTORS INC | 107686 | Screenconnect/Microsoft Co... | 001-5-650-6-64322 | CONTRACTED SERVICES | 1,139.00 |
| GIANT WASH | 26062 | Floor Mats - City Hall | 001-5-650-6-65412 | BUILDING SUPPLIES | 25.62 |
| GIANT WASH | 26064 | Floor Mats - City Hall | 001-5-650-6-65412 | BUILDING SUPPLIES | 13.12 |
| Department 650 - CITY HALL & GEN BLDGS Total: | | | | | 1,927.74 |

Department: 670 - OTHER GENERAL GOVT

| | | | | | |
|---|------------|-----------------------------------|-------------------|-------------------|-----------------|
| MAIERS, TRICIA | 02.28.26 | RAGBRAI Meeting - Meals/Mi.. | 001-5-670-6-62300 | MEETINGS/TRAINING | 178.55 |
| CALLAHAN MUNICIPAL CON... | 03.04.2026 | Consulting Service - Goal Sett... | 001-5-670-6-62300 | MEETINGS/TRAINING | 1,300.00 |
| DYERSVILLE COMMERCIAL | 02264079 | Legal Notices | 001-5-670-6-64020 | PUBLICATIONS | 361.18 |
| ACCESS SYSTEMS | 41472004 | City - Copy Machine Lease | 001-5-670-6-64316 | CONTRACTS | 146.48 |
| Department 670 - OTHER GENERAL GOVT Total: | | | | | 1,986.21 |

Fund 001 - GENERAL FUND Total: 25,377.93

Fund: 002 - LIBRARY TRUST FUND

Department: 410 - LIBRARY

| | | | | | |
|---|--------------|--------------------------------|-------------------|---------------------------|-----------------|
| FAREWAY STORES INC | 00181433 | Kids Can Cook | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 32.18 |
| FAREWAY STORES INC | 00422808 | Kids Can Cook | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 31.37 |
| FAREWAY STORES INC | 00426102 | Kids Can Cook | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 25.38 |
| VONDERHAAR, SHIRLEY | 02.09.26 | Fundraising | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 91.44 |
| VONDERHAAR, SHIRLEY | 02.09.26 | Programs | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 41.74 |
| SCHRANDT, DAWN | 02.10.26 | Book for Program - Friends | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 29.76 |
| PALM, CHRISTA | 02.18.26 | Baseball Spy Program | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 96.27 |
| J & D MART LTD | 02.28.26 | Mystery Dinner Fundraiser -... | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 1,034.00 |
| VONDERHAAR, SHIRLEY | 02.28.26 | Mystery Dinner Fundraiser | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 1,167.00 |
| KANOPY INC | 494632-PPU | Streaming Services | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 39.00 |
| HOOPLA BY MIDWEST TAPE | 508513639 | Streaming Services | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 898.11 |
| CENGAGE LEARNING | 999102283671 | Hoffman Memorial | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 26.39 |
| Department 410 - LIBRARY Total: | | | | | 3,512.64 |
| Fund 002 - LIBRARY TRUST FUND Total: | | | | | 3,512.64 |

Fund: 110 - ROAD USE FUND

Department: 210 - TRANSPORTATION

| | | | | | |
|---|------|-------------------------------|-------------------|-----------------------|---------------|
| MIDWEST PATCH / HI VIZ SA... | 3836 | High Performance Patch Mat... | 110-5-210-2-67621 | STREET REHABILITATION | 904.50 |
| Department 210 - TRANSPORTATION Total: | | | | | 904.50 |
| Fund 110 - ROAD USE FUND Total: | | | | | 904.50 |

Expense Approval Register

Packet: APPKT02176 - 03.16.2

Item 1.

P

| Vendor Name | Payable Number | Description (Item) | Account Number | Account Name | Amount |
|---|----------------|---------------------------------|-------------------|-----------------------------|------------------|
| Fund: 112 - TRUST AND AGENCY FUND | | | | | |
| Department: 460 - COMMUNITY CENTER | | | | | |
| FREIBURGER, TESS | 03.08.2026 | Social Center Refund | 112-5-460-4-64811 | SOCIAL CENTER DEPOSIT RE... | 100.00 |
| WESSELS, ALAN | 03.08.2026 | Social Center Refund | 112-5-460-4-64811 | SOCIAL CENTER DEPOSIT RE... | 100.00 |
| Department 460 - COMMUNITY CENTER Total: | | | | | 200.00 |
| Fund 112 - TRUST AND AGENCY FUND Total: | | | | | 200.00 |
| Fund: 301 - CAPITAL PROJECTS FUND | | | | | |
| Department: 723 - CAPITAL PROJECT | | | | | |
| COMMUNICATIONS ENGINE... | 461400 | Fiber Termination at Legacy ... | 301-5-723-8-64322 | CONTRACTED SERVICES | 5,048.26 |
| COMMUNICATIONS ENGINE... | 462006 | Fiber Termination at FOD | 301-5-723-8-64322 | CONTRACTED SERVICES | 857.86 |
| Department 723 - CAPITAL PROJECT Total: | | | | | 5,906.12 |
| Fund 301 - CAPITAL PROJECTS FUND Total: | | | | | 5,906.12 |
| Fund: 600 - WATER FUND | | | | | |
| Department: 810 - WATER | | | | | |
| GIANT WASH | 26062 | Uniforms - Recker | 600-5-810-9-61809 | RECKER UNIFORMS | 15.03 |
| GIANT WASH | 26064 | Uniforms - Recker | 600-5-810-9-61809 | RECKER UNIFORMS | 13.06 |
| GIANT WASH | 26062 | Uniforms - Herbers | 600-5-810-9-61814 | HERBERS UNIFORMS | 2.37 |
| GIANT WASH | 26064 | Uniforms - Herbers | 600-5-810-9-61814 | HERBERS UNIFORMS | 2.37 |
| FERGUSON WATERWORKS #... | 0543379 | Software Support | 600-5-810-9-62100 | DUES/SUBSCRIPTIONS | 2,454.22 |
| J & R SUPPLY | 9602072-IN | Lid Box | 600-5-810-9-63325 | WATER MAIN MISC REPAIRS | 36.00 |
| MICROBAC LABORATORIES | WL2600569 | Testing | 600-5-810-9-64317 | TESTING | 87.50 |
| ACCESS SYSTEMS | 41472004 | Wtr - Copy Machine Lease | 600-5-810-9-65060 | OFFICE SUPPLIES | 36.62 |
| FERGUSON WATERWORKS #... | 0546445 | Meter Heads/Flange Kits | 600-5-810-9-65407 | DEPARTMENT SUPPLIES | 736.18 |
| J & R SUPPLY | 2602325-IN | Couplings/Gaskets | 600-5-810-9-65407 | DEPARTMENT SUPPLIES | 915.00 |
| HAWKINS WATER TREATME... | 7350303 | Azone | 600-5-810-9-65407 | DEPARTMENT SUPPLIES | 475.75 |
| HAWKINS WATER TREATME... | 7350305 | Azone & LPC-4 | 600-5-810-9-65407 | DEPARTMENT SUPPLIES | 1,307.41 |
| FL KRAPFL INC | 2381 | Valve Replacement - 10th Av... | 600-5-810-9-67812 | VALVE REPLACEMENTS | 7,197.70 |
| J & R SUPPLY | 2602339-IN | Hydrant/Repair Kit/Lugs/Gas... | 600-5-810-9-67813 | HYDRANTS/PIPES/FITTINGS | 4,925.00 |
| FERGUSON WATERWORKS #... | 0546446 | Water Meter | 600-5-810-9-67814 | WATER METERS | 3,690.75 |
| Department 810 - WATER Total: | | | | | 21,894.96 |
| Fund 600 - WATER FUND Total: | | | | | 21,894.96 |
| Fund: 610 - SEWER FUND | | | | | |
| Department: 815 - SEWER | | | | | |
| GIANT WASH | 26062 | Uniforms - Menke | 610-5-815-9-61810 | MENKE UNIFORMS | 2.37 |
| GIANT WASH | 26064 | Uniforms - Menke | 610-5-815-9-61810 | MENKE UNIFORMS | 2.37 |
| GIANT WASH | 26062 | Uniforms - Reicher | 610-5-815-9-61813 | REICHER UNIFORMS | 18.20 |
| GIANT WASH | 26064 | Uniforms - Reicher | 610-5-815-9-61813 | REICHER UNIFORMS | 20.17 |
| FERGUSON WATERWORKS #... | 0543379 | Software Support | 610-5-815-9-62100 | DUES/SUBSCRIPTIONS | 2,454.23 |
| STATE HYGIENIC LABORATO... | 317310 | Testing | 610-5-815-9-64317 | TESTING | 593.50 |
| MICROBAC LABORATORIES | WL2600569 | Testing | 610-5-815-9-64317 | TESTING | 1,009.00 |
| ACCESS SYSTEMS | 41472004 | WW - Copy Machine Lease | 610-5-815-9-65060 | OFFICE SUPPLIES | 36.62 |
| ACE HARDWARE | 271693 | Calculator | 610-5-815-9-65407 | DEPARTMENT SUPPLIES | 43.98 |
| ACE HARDWARE | 271811 | Post Eye Control | 610-5-815-9-65407 | DEPARTMENT SUPPLIES | 12.31 |
| ACE HARDWARE | 271889 | WD40/Lubricant | 610-5-815-9-65407 | DEPARTMENT SUPPLIES | 18.99 |
| JOHN DEERE FINANCIAL | 6086395 | Bushing | 610-5-815-9-65407 | DEPARTMENT SUPPLIES | 3.99 |
| EMS INDUSTRIAL INC | 959281 | 1000 Series Keypad | 610-5-815-9-65407 | DEPARTMENT SUPPLIES | 157.28 |
| USA BLUE BOOK | INV00989202 | Gloves/Ball Valve | 610-5-815-9-65407 | DEPARTMENT SUPPLIES | 185.48 |
| USA BLUE BOOK | INV00989435 | Markers | 610-5-815-9-65407 | DEPARTMENT SUPPLIES | 9.69 |
| CRESCENT ELECTRIC SUPPLY | S513925084.001 | Connectors/Conduit/Couplin... | 610-5-815-9-65407 | DEPARTMENT SUPPLIES | 178.14 |
| Department 815 - SEWER Total: | | | | | 4,746.32 |
| Fund 610 - SEWER FUND Total: | | | | | 4,746.32 |
| Fund: 670 - SOLID WASTE FUND | | | | | |
| Department: 840 - SOLID WASTE | | | | | |
| BI-COUNTY DISPOSAL INC | 4178683 | Garbage/Recycling Fees | 670-5-840-9-64316 | CONTRACTS | 27,572.50 |
| ACCESS SYSTEMS | 41472004 | SW - Copy Machine Lease | 670-5-840-9-65060 | OFFICE SUPPLIES | 36.62 |

Expense Approval Register

Packet: APPKT02176 - 03.16.2

Item 1. P

| Vendor Name | Payable Number | Description (Item) | Account Number | Account Name | Amount |
|----------------|----------------|--------------------|-------------------|--|------------------|
| T & W GRINDING | 2560 | Composting | 670-5-840-9-67200 | CAPITAL IMPROVEMENT | 5,065.00 |
| | | | | Department 840 - SOLID WASTE Total: | 32,674.12 |
| | | | | Fund 670 - SOLID WASTE FUND Total: | 32,674.12 |
| | | | | Grand Total: | 95,216.59 |

Fund Summary

| Fund | Expense Amount |
|-----------------------------|-----------------------|
| 001 - GENERAL FUND | 25,377.93 |
| 002 - LIBRARY TRUST FUND | 3,512.64 |
| 110 - ROAD USE FUND | 904.50 |
| 112 - TRUST AND AGENCY FUND | 200.00 |
| 301 - CAPITAL PROJECTS FUND | 5,906.12 |
| 600 - WATER FUND | 21,894.96 |
| 610 - SEWER FUND | 4,746.32 |
| 670 - SOLID WASTE FUND | 32,674.12 |
| Grand Total: | 95,216.59 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-----------------------|--------------------------|-----------------------|
| 001-5-110-1-63320 | VEHICLE REPAIRS | 1,786.65 |
| 001-5-110-1-65060 | OFFICE SUPPLIES | 36.62 |
| 001-5-150-1-62100 | DUES/SUBSCRIPTIONS | 25.00 |
| 001-5-210-2-61806 | LUECK UNIFORMS | 4.74 |
| 001-5-210-2-62100 | DUES/SUBSCRIPTIONS | 1,110.00 |
| 001-5-210-2-63320 | VEHICLE REPAIRS | 602.14 |
| 001-5-210-2-64322 | CONTRACTED SERVICES | 6,437.50 |
| 001-5-210-2-65407 | DEPARTMENT SUPPLIES | 1,037.07 |
| 001-5-410-4-63750 | MAINTENANCE | 12.31 |
| 001-5-410-4-64316 | CONTRACTS | 1,451.08 |
| 001-5-410-4-64322 | CONTRACTED SERVICES | 1,000.00 |
| 001-5-410-4-65060 | OFFICE SUPPLIES | 223.08 |
| 001-5-410-4-67701 | BOOKS/FILMS/RECORDS... | 1,093.99 |
| 001-5-430-4-64322 | CONTRACTED SERVICES | 5,086.00 |
| 001-5-430-4-65407 | DEPARTMENT SUPPLIES | 427.47 |
| 001-5-445-4-65407 | DEPARTMENT SUPPLIES | 69.45 |
| 001-5-460-4-64322 | CONTRACTED SERVICES | 1,050.49 |
| 001-5-620-6-65060 | OFFICE SUPPLIES | 10.39 |
| 001-5-650-6-63100 | BUILDING MAINTENANCE | 750.00 |
| 001-5-650-6-64322 | CONTRACTED SERVICES | 1,139.00 |
| 001-5-650-6-65412 | BUILDING SUPPLIES | 38.74 |
| 001-5-670-6-62300 | MEETINGS/TRAINING | 1,478.55 |
| 001-5-670-6-64020 | PUBLICATIONS | 361.18 |
| 001-5-670-6-64316 | CONTRACTS | 146.48 |
| 002-5-410-4-67700 | LIBRARY TRUST EXPENDI... | 3,512.64 |
| 110-5-210-2-67621 | STREET REHABILITATION | 904.50 |
| 112-5-460-4-64811 | SOCIAL CENTER DEPOSIT... | 200.00 |
| 301-5-723-8-64322 | CONTRACTED SERVICES | 5,906.12 |
| 600-5-810-9-61809 | RECKER UNIFORMS | 28.09 |
| 600-5-810-9-61814 | HERBERS UNIFORMS | 4.74 |
| 600-5-810-9-62100 | DUES/SUBSCRIPTIONS | 2,454.22 |
| 600-5-810-9-63325 | WATER MAIN MISC REPA.. | 36.00 |
| 600-5-810-9-64317 | TESTING | 87.50 |
| 600-5-810-9-65060 | OFFICE SUPPLIES | 36.62 |
| 600-5-810-9-65407 | DEPARTMENT SUPPLIES | 3,434.34 |
| 600-5-810-9-67812 | VALVE REPLACEMENTS | 7,197.70 |
| 600-5-810-9-67813 | HYDRANTS/PIPES/FITTI... | 4,925.00 |
| 600-5-810-9-67814 | WATER METERS | 3,690.75 |
| 610-5-815-9-61810 | MENKE UNIFORMS | 4.74 |
| 610-5-815-9-61813 | REICHER UNIFORMS | 38.37 |
| 610-5-815-9-62100 | DUES/SUBSCRIPTIONS | 2,454.23 |
| 610-5-815-9-64317 | TESTING | 1,602.50 |
| 610-5-815-9-65060 | OFFICE SUPPLIES | 36.62 |
| 610-5-815-9-65407 | DEPARTMENT SUPPLIES | 609.86 |
| 670-5-840-9-64316 | CONTRACTS | 27,572.50 |
| 670-5-840-9-65060 | OFFICE SUPPLIES | 36.62 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-------------------|---------------------|------------------|
| 670-5-840-9-67200 | CAPITAL IMPROVEMENT | 5,065.00 |
| | Grand Total: | 95,216.59 |

Project Account Summary

| Project Account Key | Expense Amount | |
|---------------------|---------------------|------------------|
| **None** | 92,902.40 | |
| 410AB | 116.94 | |
| 410EM | 694.42 | |
| 410LP | 282.63 | |
| 410TMEM | 26.39 | |
| 410TPROG | 1,193.81 | |
| | Grand Total: | 95,216.59 |



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT02177 - 03.16.26 Bills List - IH

| Vendor Name | Payable Number | Description (Item) | Account Number | Account Name | Amount |
|---|----------------|--------------------------------|-------------------|------------------------------|-----------------|
| Fund: 001 - GENERAL FUND | | | | | |
| Department: 110 - POLICE | | | | | |
| VISA | 02.2026 | CC - Training | 001-5-110-1-62300 | MEETINGS/TRAINING | 120.00 |
| WEX BANK | 110955219 | Police - Gas | 001-5-110-1-63310 | GAS/ETHANOL/DIESEL | 1,710.39 |
| ALLIANT ENERGY | 02.25.26 | Wifi Electricity | 001-5-110-1-63710 | ELECTRICITY | 110.42 |
| ALLIANT ENERGY | 02.25.26 | Police Department Electricity | 001-5-110-1-63710 | ELECTRICITY | 437.00 |
| BLACK HILLS ENERGY | 02.2026 | Police - Natural Gas | 001-5-110-1-63711 | GAS HEAT | 225.83 |
| VISA | 02.2026 | CC - Key Tags | 001-5-110-1-65060 | OFFICE SUPPLIES | 16.99 |
| Department 110 - POLICE Total: | | | | | 2,620.63 |
| Department: 140 - FLOOD CONTROL | | | | | |
| VERIZON WIRELESS | 6136977947 | Cell Phone M2M | 001-5-140-1-67610 | EROSION CONTROL | 21.06 |
| Department 140 - FLOOD CONTROL Total: | | | | | 21.06 |
| Department: 150 - FIRE | | | | | |
| WEX BANK | 110955219 | Fire - Gas | 001-5-150-1-63310 | GAS/ETHANOL/DIESEL | 168.89 |
| BLACK HILLS ENERGY | 02.2026 | Fire Dept - Natural Gas | 001-5-150-1-63711 | GAS HEAT | 933.79 |
| T MOBILE | 02.2026 | Mobile Internet | 001-5-150-1-63730 | TELEPHONE | 48.53 |
| Department 150 - FIRE Total: | | | | | 1,151.21 |
| Department: 180 - MISC. COMMUNITY PROTECTION | | | | | |
| ALLIANT ENERGY | 02.25.26 | Community Protection Electr... | 001-5-180-1-63710 | ELECTRICITY | 509.39 |
| Department 180 - MISC. COMMUNITY PROTECTION Total: | | | | | 509.39 |
| Department: 210 - TRANSPORTATION | | | | | |
| WEX BANK | 110955219 | Public Works - Gas | 001-5-210-2-63310 | GAS/ETHANOL/DIESEL | 704.62 |
| ALLIANT ENERGY | 02.25.26 | Public Works - Electricity | 001-5-210-2-63710 | ELECTRICITY | 478.61 |
| BLACK HILLS ENERGY | 02.2026 | Public Works - Natural Gas | 001-5-210-2-63711 | GAS HEAT | 483.27 |
| T MOBILE | 02.2026 | Mobile Internet | 001-5-210-2-63730 | TELEPHONE | 48.54 |
| ASSURED PARTNERS | 188342 | Insurance Premium - 2024 R... | 001-5-210-2-64080 | INSURANCE PREMIUM | 310.00 |
| US BANCORP | 576333017 | PW - Truck Lease | 001-5-210-2-67270 | NEW EQUIPMENT | 3,136.70 |
| Department 210 - TRANSPORTATION Total: | | | | | 5,161.74 |
| Department: 410 - LIBRARY | | | | | |
| ALLIANT ENERGY | 02.25.26 | Library Electricity | 001-5-410-4-63710 | ELECTRICITY | 1,422.68 |
| BLACK HILLS ENERGY | 02.2026 | Library - Natural Gas | 001-5-410-4-63711 | GAS HEAT | 1,021.14 |
| AMAZON | 13D1-MP37-Y3K9 | Supplies Credit | 001-5-410-4-65060 | OFFICE SUPPLIES | -34.19 |
| AMAZON | 1FRD-C7M4-QF6V | Supplies Credit | 001-5-410-4-65060 | OFFICE SUPPLIES | -13.28 |
| AMAZON | 1FW4-X7KD-3V6C | Supplies Credit | 001-5-410-4-65060 | OFFICE SUPPLIES | -19.49 |
| AMAZON | 1LX3-TT4Q-VP9J | Supplies | 001-5-410-4-65060 | OFFICE SUPPLIES | 216.39 |
| AMAZON | 1LX3-TT4Q-VP9J | Marketing | 001-5-410-4-65060 | OFFICE SUPPLIES | 214.03 |
| AMAZON | 1QJY-97PC-Y6Y7 | Supplies Credit | 001-5-410-4-65060 | OFFICE SUPPLIES | -16.98 |
| AMAZON | 199R-TQ9F-PL4J | Books returned | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | -15.40 |
| AMAZON | 1LX3-TT4Q-VP9J | DVD | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 258.90 |
| AMAZON | 1LX3-TT4Q-VP9J | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 65.30 |
| AMAZON | 1LX3-TT4Q-VP9J | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 165.17 |
| AMAZON | 1LX3-TT4Q-VP9J | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 300.36 |
| AMAZON | 1LX3-TT4Q-VP9J | Books | 001-5-410-4-67701 | BOOKS/FILMS/RECORDS/SU... | 117.53 |
| Department 410 - LIBRARY Total: | | | | | 3,682.16 |
| Department: 430 - PARKS | | | | | |
| WEX BANK | 110955219 | Parks - Gas | 001-5-430-4-63310 | GAS/ETHANOL/DIESEL | 57.13 |
| ALLIANT ENERGY | 02.25.26 | Park Electricity | 001-5-430-4-63710 | ELECTRICITY | 341.24 |
| TREASURER STATE OF IOWA | 02.2026 Sales | Parks Sales Tax | 001-5-430-4-64180 | SALES TAXES PAID | 103.62 |
| TREASURER STATE OF IOWA | 02.2026 Sales | Parks Local Sales Tax | 001-5-430-4-64181 | LOCAL OPTION SALES TAX PA... | 17.37 |
| Department 430 - PARKS Total: | | | | | 519.36 |
| Department: 445 - AQUATIC CENTER | | | | | |
| ALLIANT ENERGY | 02.25.26 | Pool Electricity | 001-5-445-4-63710 | ELECTRICITY | 140.12 |

Expense Approval Register

Packet: APPKT02177 - 03.16.2

Item 1.

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| Vendor Name | Payable Number | Description (Item) | Account Number | Account Name | Amount |
|---|-------------------------|-----------------------------------|-------------------|------------------------------|------------------|
| BLACK HILLS ENERGY | 02.2026 | Pool - Natural Gas | 001-5-445-4-63711 | GAS HEAT | 43.09 |
| TREASURER STATE OF IOWA | 02.2026 Sales | Pool Sales Tax | 001-5-445-4-64180 | SALES TAXES PAID | 8.97 |
| TREASURER STATE OF IOWA | 02.2026 Sales | Pool Local Sales Tax | 001-5-445-4-64181 | LOCAL OPTION SALES TAX PA... | 1.50 |
| Department 445 - AQUATIC CENTER Total: | | | | | 193.68 |
| Department: 460 - COMMUNITY CENTER | | | | | |
| BLUE PATH FINANCE FC IV | DYERSVL100 | Social Center Solar Energy | 001-5-460-4-63710 | ELECTRICITY | 238.02 |
| BLACK HILLS ENERGY | 02.2026 | Social Center - Natural Gas | 001-5-460-4-63711 | GAS HEAT | 321.23 |
| WINDSTREAM | 02.2026 Soc Ctr | Phone | 001-5-460-4-63730 | TELEPHONE | 128.31 |
| Department 460 - COMMUNITY CENTER Total: | | | | | 687.56 |
| Department: 620 - CLERK, TREAS & FINANCE | | | | | |
| VISA | 02.2026 | CC - Keyboard | 001-5-620-6-65060 | OFFICE SUPPLIES | 35.98 |
| Department 620 - CLERK, TREAS & FINANCE Total: | | | | | 35.98 |
| Department: 650 - CITY HALL & GEN BLDGS | | | | | |
| VISA | 02.2026 | CC - Replacement Mop Head | 001-5-650-6-63100 | BUILDING MAINTENANCE | 29.98 |
| BLACK HILLS ENERGY | 02.2026 | 406 13th Ave SE Rental - Nat... | 001-5-650-6-63710 | ELECTRICITY | 180.64 |
| ALLIANT ENERGY | 02.25.26 | City Hall Electricity | 001-5-650-6-63710 | ELECTRICITY | 440.19 |
| ALLIANT ENERGY | 02.27.26 13th Ave Final | Electricity - 406 13th Ave SE | 001-5-650-6-63710 | ELECTRICITY | 21.79 |
| BLUE PATH FINANCE FC IV | DYERSVL100 | P & A Solar Energy | 001-5-650-6-63710 | ELECTRICITY | 203.55 |
| BLACK HILLS ENERGY | 02.2026 | Annex - Natural Gas | 001-5-650-6-63711 | GAS HEAT | 290.18 |
| BLACK HILLS ENERGY | 02.2026 | City Hall - Natural Gas | 001-5-650-6-63711 | GAS HEAT | 787.83 |
| AIRESPRING | 206099138 | Phone | 001-5-650-6-63730 | TELEPHONE | 343.36 |
| IMON COMMUNICATIONS LLC | 4782520 | Internet Services | 001-5-650-6-63730 | TELEPHONE | 1,005.00 |
| Department 650 - CITY HALL & GEN BLDGS Total: | | | | | 3,302.52 |
| Department: 670 - OTHER GENERAL GOVT | | | | | |
| VISA | 02.2026 | CC - Apple Business Subscript... | 001-5-670-6-62100 | DUES/SUBSCRIPTIONS | 299.85 |
| VISA | 02.2026 | CC - Claude Pro Subscription | 001-5-670-6-62100 | DUES/SUBSCRIPTIONS | 214.00 |
| SECRETARY OF STATE | 03.2026 SO | Notary Renewal - Sandy Obe... | 001-5-670-6-62100 | DUES/SUBSCRIPTIONS | 30.00 |
| VISA | 02.2026 | CC - Parking - RABBRAI | 001-5-670-6-62300 | MEETINGS/TRAINING | 13.00 |
| Department 670 - OTHER GENERAL GOVT Total: | | | | | 556.85 |
| Fund 001 - GENERAL FUND Total: | | | | | 18,442.14 |
| Fund: 002 - LIBRARY TRUST FUND | | | | | |
| Department: 410 - LIBRARY | | | | | |
| VISA | 02.2026 | CC - Facebook Marketing Ad | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 13.38 |
| AMAZON | 11DL-NDK6-XRHP | Books Returned | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | -11.57 |
| AMAZON | 1LX3-TT4Q-VP9J | Reiser Books - Friends of the ... | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 83.40 |
| AMAZON | 1LX3-TT4Q-VP9J | Kids Can Cook | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 23.27 |
| AMAZON | 1LX3-TT4Q-VP9J | LTC Grant | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 207.99 |
| AMAZON | 1LX3-TT4Q-VP9J | Programs - Craft Supplies | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 89.03 |
| AMAZON | 1LX3-TT4Q-VP9J | Love My Library - Games | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 298.15 |
| AMAZON | 1LX3-TT4Q-VP9J | Legos - DuTrac | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 24.88 |
| AMAZON | 1LX3-TT4Q-VP9J | Books - Donation | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | 684.86 |
| AMAZON | 1PPM-6NF3-RPXQ | Puzzle Credit | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | -12.48 |
| AMAZON | 1WM4-LLVK-1N64 | Books Returned | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | -14.00 |
| AMAZON | 1YW4-FGVD-FQ6K | Books Returned | 002-5-410-4-67700 | LIBRARY TRUST EXPENDITURE | -11.57 |
| Department 410 - LIBRARY Total: | | | | | 1,375.34 |
| Fund 002 - LIBRARY TRUST FUND Total: | | | | | 1,375.34 |
| Fund: 110 - ROAD USE FUND | | | | | |
| Department: 180 - MISC. COMMUNITY PROTECTION | | | | | |
| ALLIANT ENERGY | 02.25.26 | Road Use Electricity (70%) | 110-5-180-1-63710 | ELECTRICITY | 1,188.55 |
| Department 180 - MISC. COMMUNITY PROTECTION Total: | | | | | 1,188.55 |
| Department: 250 - SNOW REMOVAL | | | | | |
| VISA | 02.2026 | CC - Wear Shoes/Wing Edges... | 110-5-250-2-64170 | WINTER STREET MAINTENA... | 1,762.48 |
| Department 250 - SNOW REMOVAL Total: | | | | | 1,762.48 |
| Fund 110 - ROAD USE FUND Total: | | | | | 2,951.03 |
| Fund: 600 - WATER FUND | | | | | |
| Department: 810 - WATER | | | | | |
| WEX BANK | 110955219 | Water - Gas | 600-5-810-9-63310 | GAS/ETHANOL/DIESEL | 316.78 |

Expense Approval Register

| Vendor Name | Payable Number | Description (Item) | Account Number | Account Name | Amount |
|-------------------------|----------------|--------------------------------|-------------------|--------------------------------------|------------------|
| ALLIANT ENERGY | 02.25.26 | Water Electricity | 600-5-810-9-63710 | ELECTRICITY | 4,605.74 |
| BLUE PATH FINANCE FC IV | DYERSVL100 | Well 4 Solar Energy | 600-5-810-9-63710 | ELECTRICITY | 3,441.66 |
| BLACK HILLS ENERGY | 02.2026 | Water/Am Legion - Natural G... | 600-5-810-9-63711 | GAS HEAT | 326.86 |
| T MOBILE | 02.2026 | Mobile Internet | 600-5-810-9-63730 | TELEPHONE | 48.53 |
| TREASURER STATE OF IOWA | 02.2026 WET | Water Excise Tax | 600-5-810-9-64182 | WET [WATER EXCISE TAX SE... | 11,232.03 |
| VISA | 02.2026 | CC - Inkjet Printer | 600-5-810-9-65060 | OFFICE SUPPLIES | 129.89 |
| US BANCORP | 576333017 | Wtr - Truck Lease | 600-5-810-9-67272 | NEW EQUIPMENT | 3,136.68 |
| | | | | Department 810 - WATER Total: | 23,238.17 |
| | | | | Fund 600 - WATER FUND Total: | 23,238.17 |

Fund: 610 - SEWER FUND

Department: 815 - SEWER

| | | | | | |
|-------------------------|---------------|----------------------------|-------------------|--------------------------------------|------------------|
| WEX BANK | 110955219 | Sewer - Gas | 610-5-815-9-63310 | GAS/ETHANOL/DIESEL | 362.86 |
| ALLIANT ENERGY | 02.25.26 | Wastewater Electricity | 610-5-815-9-63710 | ELECTRICITY | 1,081.04 |
| T MOBILE | 02.2026 | Mobile Internet | 610-5-815-9-63730 | TELEPHONE | 48.53 |
| TREASURER STATE OF IOWA | 02.2026 Sales | Wastewater Sales Tax | 610-5-815-9-64180 | SALES TAXES PAID | 4,266.40 |
| TREASURER STATE OF IOWA | 02.2026 Sales | Wastewater Local Sales Tax | 610-5-815-9-64181 | LOCAL OPTION SALES TAX PA... | 711.07 |
| US BANCORP | 576333017 | W/W - Truck Lease | 610-5-815-9-67272 | NEW EQUIPMENT | 3,136.68 |
| | | | | Department 815 - SEWER Total: | 9,606.58 |
| | | | | Fund 610 - SEWER FUND Total: | 9,606.58 |
| | | | | Grand Total: | 55,613.26 |

Fund Summary

| Fund | Expense Amount |
|--------------------------|-----------------------|
| 001 - GENERAL FUND | 18,442.14 |
| 002 - LIBRARY TRUST FUND | 1,375.34 |
| 110 - ROAD USE FUND | 2,951.03 |
| 600 - WATER FUND | 23,238.17 |
| 610 - SEWER FUND | 9,606.58 |
| Grand Total: | 55,613.26 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-----------------------|--------------------------|-----------------------|
| 001-5-110-1-62300 | MEETINGS/TRAINING | 120.00 |
| 001-5-110-1-63310 | GAS/ETHANOL/DIESEL | 1,710.39 |
| 001-5-110-1-63710 | ELECTRICITY | 547.42 |
| 001-5-110-1-63711 | GAS HEAT | 225.83 |
| 001-5-110-1-65060 | OFFICE SUPPLIES | 16.99 |
| 001-5-140-1-67610 | EROSION CONTROL | 21.06 |
| 001-5-150-1-63310 | GAS/ETHANOL/DIESEL | 168.89 |
| 001-5-150-1-63711 | GAS HEAT | 933.79 |
| 001-5-150-1-63730 | TELEPHONE | 48.53 |
| 001-5-180-1-63710 | ELECTRICITY | 509.39 |
| 001-5-210-2-63310 | GAS/ETHANOL/DIESEL | 704.62 |
| 001-5-210-2-63710 | ELECTRICITY | 478.61 |
| 001-5-210-2-63711 | GAS HEAT | 483.27 |
| 001-5-210-2-63730 | TELEPHONE | 48.54 |
| 001-5-210-2-64080 | INSURANCE PREMIUM | 310.00 |
| 001-5-210-2-67270 | NEW EQUIPMENT | 3,136.70 |
| 001-5-410-4-63710 | ELECTRICITY | 1,422.68 |
| 001-5-410-4-63711 | GAS HEAT | 1,021.14 |
| 001-5-410-4-65060 | OFFICE SUPPLIES | 346.48 |
| 001-5-410-4-67701 | BOOKS/FILMS/RECORDS... | 891.86 |
| 001-5-430-4-63310 | GAS/ETHANOL/DIESEL | 57.13 |
| 001-5-430-4-63710 | ELECTRICITY | 341.24 |
| 001-5-430-4-64180 | SALES TAXES PAID | 103.62 |
| 001-5-430-4-64181 | LOCAL OPTION SALES TA... | 17.37 |
| 001-5-445-4-63710 | ELECTRICITY | 140.12 |
| 001-5-445-4-63711 | GAS HEAT | 43.09 |
| 001-5-445-4-64180 | SALES TAXES PAID | 8.97 |
| 001-5-445-4-64181 | LOCAL OPTION SALES TA... | 1.50 |
| 001-5-460-4-63710 | ELECTRICITY | 238.02 |
| 001-5-460-4-63711 | GAS HEAT | 321.23 |
| 001-5-460-4-63730 | TELEPHONE | 128.31 |
| 001-5-620-6-65060 | OFFICE SUPPLIES | 35.98 |
| 001-5-650-6-63100 | BUILDING MAINTENANCE | 29.98 |
| 001-5-650-6-63710 | ELECTRICITY | 846.17 |
| 001-5-650-6-63711 | GAS HEAT | 1,078.01 |
| 001-5-650-6-63730 | TELEPHONE | 1,348.36 |
| 001-5-670-6-62100 | DUES/SUBSCRIPTIONS | 543.85 |
| 001-5-670-6-62300 | MEETINGS/TRAINING | 13.00 |
| 002-5-410-4-67700 | LIBRARY TRUST EXPENDI... | 1,375.34 |
| 110-5-180-1-63710 | ELECTRICITY | 1,188.55 |
| 110-5-250-2-64170 | WINTER STREET MAINT... | 1,762.48 |
| 600-5-810-9-63310 | GAS/ETHANOL/DIESEL | 316.78 |
| 600-5-810-9-63710 | ELECTRICITY | 8,047.40 |
| 600-5-810-9-63711 | GAS HEAT | 326.86 |
| 600-5-810-9-63730 | TELEPHONE | 48.53 |
| 600-5-810-9-64182 | WET [WATER EXCISE TAX... | 11,232.03 |
| 600-5-810-9-65060 | OFFICE SUPPLIES | 129.89 |
| 600-5-810-9-67272 | NEW EQUIPMENT | 3,136.68 |
| 610-5-815-9-63310 | GAS/ETHANOL/DIESEL | 362.86 |
| 610-5-815-9-63710 | ELECTRICITY | 1,081.04 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-------------------|--------------------------|------------------|
| 610-5-815-9-63730 | TELEPHONE | 48.53 |
| 610-5-815-9-64180 | SALES TAXES PAID | 4,266.40 |
| 610-5-815-9-64181 | LOCAL OPTION SALES TA... | 711.07 |
| 610-5-815-9-67272 | NEW EQUIPMENT | 3,136.68 |
| | Grand Total: | 55,613.26 |

Project Account Summary

| Project Account Key | Expense Amount |
|---------------------|-------------------------------|
| **None** | 54,102.06 |
| 410AN | 284.96 |
| 410DVD | 258.90 |
| 410PF | 65.30 |
| 410PN | 117.53 |
| 410TGAMES | 298.15 |
| 410TGRANT | 207.99 |
| 410TPROG | 113.20 |
| 410YAF | 165.17 |
| | Grand Total: 55,613.26 |

UBPKT02650 - Refunds 01 UBPKT02649 Disconnect

| Account | Name | Date | Check # | Amount | Code | Receipt | Amount | Type |
|-------------------------|----------------|------|-------------------------------|---------------|------|---------|--------|------------------------|
| 02-100018-04 | Vaassen, Caden | | 0 | 186.02 | | | 186.02 | Generated From Billing |
| 01-102235-23 | Kraus, Makayla | | 0 | 560.68 | | | 560.68 | Deposit |
| 01-010011-15 | Merkes, Cori | | 0 | 69.48 | | | 69.48 | Generated From Billing |
| Total Refunds: 3 | | | Total Refunded Amount: | 816.18 | | | | |

Revenue Code Summary

| Revenue Code | Amount |
|------------------------|---------------|
| 996 - Unapplied Credit | 816.18 |
| Revenue Total: | 816.18 |



CITY COUNCIL

Lower Level Council Chambers
Monday, March 02, 2026
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

PRESENT Mayor Jeff Jacque, Council Member Scott DeSousa, Council Member Mike English, Council Member Mike Oberbroeckling, Council Member Norm Pottebaum, Council Member Mark Singsank

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member Singsank to approve the March 2, 2026, agenda Seconded by Council Member Pottebaum.

Voting Yea: DeSousa, English, Oberbroeckling, Pottebaum, Singsank Nays: None Motion carried.

ORAL COMMENTS

Robb Harter, 3031 160th St, Dyersville, inquired about the property to the west of the property he owns at 616 2nd Ave SE, which needs attention.

Carolyn Wiezorek, 15941 Derby Grange Rd, Dubuque, introduced herself as a candidate for Iowa House District 65. She aims to learn more about the council's work and understand, at the state level, what impacts them.

Amanda Rankins, 407 13th Ave SE, raised concerns regarding the comprehensive plan map that designates her private property as Park and Greenway, stating it was included without notice and could affect property rights, development, zoning, and resale value, and requested written clarification, disclosure of any related trail planning or grants, and removal of her parcel from the designation. She also asked whether the designation could impact permits or rezoning, raised a question about a potential underground storage tank on nearby City property, and requested follow-up on a previously noted budget overage in the 301 Capital Project Fund.

APPROVAL OF CONSENT AGENDA

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

1. Approve Bills; 2. Approve Minutes City Council Meeting - February 16, 2026; **3. Approve Minutes** - Budget Work Session - February 16, 2026; **4. Approve Minutes** - Budget Work Session - February 23, 2026; **5. Receive & File Minutes** Parks & Recreation Meeting - February 23, 2026; **6. Request** from James Kennedy Public Library to close the library parking lot to display big work trucks for Public Works Week from 8 P.M. June 9, 2026 to 1 P.M. on June 10, 2026; **7. Request** from Beckman Catholic High School to hold a concert "Under the Stadium Lights" at the Beckman Catholic High School Football Field on Saturday, May 30, 2026; **8. Receive & File** 2026 Residential Spring Clean Up Notice; **9. Receive & File** Notice to Destroy Weeds and Undesirable Vegetation; **10. Receive & File** Application of BUILD Grant 2026; **11. Miscellaneous Correspondence** Greater Dubuque Development Corporation - February 2026; **12. Miscellaneous Correspondence** Keep Iowa Beautiful - February 2026. The following bills were approved:

| | | |
|----------------------------------|-----------------------|---------------|
| Ace Hardware | Supplies | \$ 110.98 |
| Advanced Properties LLC | Development Agreement | \$ 197,061.62 |
| American Water Works Assoc | Membership | \$ 298.00 |
| American Water Works Association | Registration | \$ 180.00 |

| | | |
|--------------------------------------|---------------------------|--------------|
| Auditor - State of Iowa | Financial Statement/Audit | \$ 225.00 |
| Automatic Systems Co | Repair Parts | \$ 3,065.64 |
| Bi-County Ambulance | Supplies | \$ 260.73 |
| Communications Engineering Company | Phone/Internet System | \$ 430.75 |
| Crescent Electric Supply | Supplies | \$ 6,093.18 |
| Decker Concrete | Development Agreement | \$ 51,517.81 |
| Delaware County Firefighters Assoc | Membership | \$ 25.00 |
| Dubuque Fire Equipment Inc | Inspection | \$ 92.25 |
| Dyersville Area Chamber of Commerce | Annual Meeting | \$ 105.00 |
| EMS Industrial Inc | Repair Parts | \$ 237.56 |
| Endeavor Civil Engineering | Engineering Fees | \$ 1,870.00 |
| ESRI | Maintenance Agreement | \$ 16,500.00 |
| Ferguson Waterworks #2516 | Water Meter | \$ 4,086.19 |
| Giant Wash | Uniforms/Mats | \$ 230.10 |
| Heartland Business Systems LLC | Phone System | \$ 292.50 |
| Iowa Dept of Administrative Services | Annual Fee | \$ 50.00 |
| J & R Supply | Supplies | \$ 519.00 |
| Jeff's Auto Service | Vehicle Maintenance | \$ 483.32 |
| Jenny L Weiss PLLC | Legal Fees | \$ 3,061.50 |
| John Deere Financial | Supplies | \$ 322.85 |
| Koelker Plastics | Development Agreement | \$ 5,849.50 |
| Manchester Signs | Signage | \$ 143.25 |
| MM Mechanical | Service Call/Supplies | \$ 168.41 |
| NAPA Auto Parts | Supplies | \$ 66.48 |
| Pfeiler Electric | Supplies | \$ 291.66 |
| Pictometry Int'l | Pictometry | \$ 2,650.00 |
| Pitney Bowes | Machine Lease | \$ 63.72 |
| Postmaster | Post Office Box | \$ 106.00 |
| Preferred Health Choices LLC | HRA | \$ 90.00 |
| Prier Refrigeration & Maintenance | Service Call/Repair | \$ 115.69 |
| Quill Corporation | Supplies | \$ 24.99 |
| Racom Corporation | Supplies | \$ 192.60 |
| Reliance Standard | Insurance | \$ 799.38 |
| Streicher's | Uniforms | \$ 157.00 |
| TJ Cleaning Services | Cleaning Services | \$ 412.50 |
| USA Blue Book | Supplies | \$ 114.29 |

| | |
|--------------------------------|---------------|
| 001 - General Fund | \$ 22,632.08 |
| 135 - Dyersville TIF Dist Fund | \$ 254,428.93 |
| 301 - Capital Projects Fund | \$ 2,300.75 |
| 600 - Water Fund | \$ 9,659.30 |
| 610 - Sewer Fund | \$ 9,326.98 |
| 670 - Solid Waste Fund | \$ 16.41 |
| Grand Total: | \$ 298,364.45 |

ACTION ITEMS

13. Set date for Public Hearing on Proposed Property Tax Levy Fiscal Year July 1, 2026 - June 30, 2027. Set date for March 23, 2026 at 6:00 pm.

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

14. Resolution No. 16-26 endorsing the resurfacing of 2nd Avenue SE from 18th Street SE to the Corporate Limits Project and agreeing to maintenance of the project

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

15. Resolution No. 17-26 execution of a maintenance and repair of primary roads agreement with the Iowa Department of Transportation

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

16. Resolution No. 18-26 execution of an off-duty management services agreement with Off Duty Management, Inc.

Motion made by Council Member Oberbroeckling to approve with a few updates, removing the Police Chief's name. Seconded by Council Member Singsank.
Voting Yea: DeSousa, English, Oberbroeckling, Pottebaum, Singsank Nays: None Motion carried.

17. Resolution No. 19-26 approving agreement for Engineering Services between the City of Dyersville and Origin Design Company

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

18. Discussion on Sewer Back-Up 822 1st St SW

Motion made by Council Member English to receive and file Seconded by Council Member DeSousa.
Voting Yea: DeSousa, English, Oberbroeckling, Singsank Abstaining: Pottebaum Nays: None Motion carried.

19. Discussion and Possible Action on Olde Castle Water & Sewer Extension

Motion made by Council Member Oberbroeckling to approve proceeding with installation of the sewer main Seconded by Council Member DeSousa.
Voting Yea: DeSousa, Oberbroeckling, Pottebaum, Singsank Nay: English Motion carried.

20. Proclamation declaring March 14, 2026 be observed as the Feast Day of St. Patrick in Dyersville, Iowa

Motion made by Council Member English to read the proclamation Seconded by Council Member Pottebaum.
Voting Yea: DeSousa, English, Oberbroeckling, Pottebaum, Singsank Nays: None Motion carried.

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

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 7:33 pm Seconded by Council Member Oberbroeckling.
Voting Yea: DeSousa, English, Oberbroeckling, Pottebaum, Singsank Nays: None Motion carried.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer



BUDGET WORK SESSION

Lower Level Council Chambers
Monday, March 02, 2026
7:42 PM

MINUTES

ROLL CALL

PRESENT Mayor Jeff Jacque, Council Member Scott DeSousa, Council Member Mike English, Council Member Mike Oberbroeckling, Council Member Norm Pottebaum, Council Member Mark Singsank

AGENDA ITEMS

1. Streets, 2. Water, 3. Sewer, 4. Solid Waste, 5. Capital Improvements, 6. Revenue, 7. Group Summary

John Wandsnider, Public Works Director, reviewed and answered questions regarding the Public Works budget.

Mick Michel, City Administrator, reviewed and explained the following department budgets Water, Sewer & Solid Waste; Capital Improvements and Revenue.

ADJOURNMENT

Motion made by Council Member English to adjourn at 8:44 pm Seconded by Council Member DeSousa. Voting Yea: DeSousa, English, Oberbroeckling, Pottebaum, Singsank Nays: None Motion carried.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer



PLANNING & ZONING
 Lower Level Council Chambers
 Monday, March 09, 2026
 6:30 PM

MINUTES

Meeting called to order by Vice-Chairperson Roger Gibbs at 6:30 pm.

ROLL CALL

PRESENT: Ryan Cahill, Vice-Chairperson Roger Gibbs, Joe Petsche, Bec Willenborg

ABSENT: Chairperson Tim Nefzger, Matt Tauke

AGENDA ITEMS

1. Approve Minutes of the February 9, 2026 Planning & Zoning Meeting.

There were no comments or questions regarding the minutes.

Motion to approve the Minutes of the February 9, 2026 Planning & Zoning Meeting made by Bec Willenborg, Seconded by Ryan Cahill.

Voting Yea: Ryan Cahill, Roger Gibbs, Joe Petsche, Bec Willenborg.

Voting Nay:

Motion carried.

2. Approve Plat of Survey and Plat of Access and Utility Easement. Lot 1 in Part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa. Plat submitted by Travis Recker.

Travis Recker was present and advised that he wants to purchase 3 acres of land from his parent's property to build a house. He is just within 2 miles of the city limits.

City Administrator, Mick Miched, stated that there is an access and utility easement on the plat and asked if there were any restrictions regarding the easement. If the property is sold, a new owner could assume they have the right to use that easement when they may not. Recker stated restrictions would be specified in the deed when the property would be sold. Recker's parents also have their own established driveway. Michel advised that this issue has come up in the past and suggests that an agreement be put in place regarding the use of the easements.

There was no further discussion on this matter.

Motion to approve the Plat of Survey and Plat of Access and Utility Easement. Lot 1 in Part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa. made by Joe Petsche, Seconded by Bec Willenborg.

Voting Yea: Ryan Cahill, Roger Gibbs, Joe Petsche, Bec Willenborg.

Voting Nay:

Motion carried.

3. Approve Plat of Survey of **Parcel 2026-14** Part of the East Half (E1/2) of the Northwest Quarter (NW1/4) and Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa. **Parcel 2026-15** Part of the East Half (E1/2) of the Northwest Quarter (NW1/4) and Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa. **Parcel 2026-16** Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa. Plat submitted by Gary Wessels.

Bill Burger, the land surveyor, was present because Gary Wessels was out of town. Burger stated that Wessels is platting off the house/buildings from the hog confinement buildings and Delaware County requires the remaining part of the parcel to be platted off. The house/buildings are on Parcel 2026-14 and Wessels plans to sell this in the future. The hog confinement buildings Wessels plans on keeping and that is Parcel 2026-15. The remaining land is Parcel 2026-16 and that is farm ground that will be sold to Wessels son.

City Administrator, Mick Michel, questioned what the squiggle lines represented on Parcel 2026-16. Burger advised that means the line will go further to the east. The full line could not be done on the plat, so the jagged line represents the line extends further. Burger stated the county is OK with that.

Michel also asked if easements A, B & C had restricted use so future owners of the property would be aware of the restrictions. Burger originally stated they were and that would be listed in the deed at the time of the sale. Michel stated that he felt the city and commission should be aware of what the restrictions were. Michel stated the city has had to deal with issues from previous plats that had restricted easements. Michel did not feel it unreasonable to ask what the restrictions were and possibly have them added to the plat. Vice-Chairperson Gibbs asked if the issues that came up were plats within the city limits or within the 2-mile jurisdiction. Michel stated it was a plat within 2 miles.

The commission questioned Easement C and asked if it was alright to overlap into another parcel. Burger stated it can go into another lot, and he did it that way so if farm equipment is driven through that easement there is room at the end to turn into either the field or the hog confinement parcel.

Vice-Chairperson Gibbs asked for comments or discussion from the commission. Member Ryan Cahil stated he would like to know what the restrictions would be before making a decision regarding the plat. Burger stated he did not know what the restriction might be, that it would be decided between Wessels and his lawyer. Burger stated he has never called out restricted easements on his plats. Michel stated if there were no restrictions that is fine that was all he and the board need to know but if there are restrictions, the commission and the city should know what they are. Burger stated that there are no restrictions regarding the easements. Michel was fine with that.

There was no further discussion on this matter.

Motion to approve the Plat of Survey of Parcel 2026-14, Parcel 2026-15 and Parcel 2026-16 all in Delaware County, Iowa, made by Bec Willenborg, Seconded by Joe Petsche.

Voting Yea: Ryan Cahill, Roger Gibbs, Joe Petsche, Bec Willenborg.

Voting Nay:

Motion carried.

ADJOURNMENT

Motion to adjourn at 6:52 pm made by Ryan Cahill, Seconded by Bec Willenborg.



Lori A. Pantan, recording Secretary

James Kennedy Public Library
Board of Trustees
Minutes of the February 10th, 2026 Regular Meeting

The regular monthly meeting of the Board of Trustees of the James Kennedy Public Library was held on Tuesday, February 10th, 2026 in the Hoffman Room. Present: Beth Gudenkauf, Beth Derr, Alex Wiezorek, Catherine O’Hea, Melissa Kane, Alycia Willenbring, Monika Steffen and Library Director Shirley Vonderhaar. Absent: Danelle Schroeder and Sally Kelly.

1. President Alex Wiezorek called meeting to order at 6:06 pm.
2. Consider Approval of Agenda

Steffen MOVED “Approval of Agenda,” seconded by Kane.
Ayes: Gudenkauf, Derr, Wiezorek, O’Hea, Kane, Steffen and Willenbring
Nays: None
Motion CARRIED

3. Consider Approval of Agenda Consent Calendar
 - Correspondence & Communication
 - Approve Minutes of Previous Meeting: January 13, 2026 Regular Meeting
 - Approve January Librarian’s Report
 - Approve Bills:
 - February Bills
 - Claims Report for January
 - January & February Credit Card Claims
 - Budget Reports
 - January City Report
 - January Library Report
 - Trust Account Reports
 - January Bank Statements - The City closed the account at Midwest One and deposited the funds in the Fidelity Bank.
 - January Balance Report
 - Trust Account Expenditure Report
 - January Donations
 - Program Reports
 - January Report on Programs and Attendance
 - January WhoFi Program Overview
 - February Schedule of Events
 - Schedule for Upcoming Programs
 - Grant Report – Nothing to Report
 - Friends of the Library Report – Their next meeting is scheduled for March 10. They have decided to host a 1-day book sale on March 28, the same hours as the JKPL STEAMfest.

- JKPL Endowment Report – reviewed fund statement
- Strategic Planning Report – Nothing to Report
- Public Libraries of Dubuque County Agency update – Durango joined the Agency effective January 1, 2026, and the Spring Agency meeting is scheduled for March 19.
- Committee Reports
 - Executive Committee – nothing to report
 - Finance Committee –FY27 Budget request will be presented at the City Council Work Session on Monday, February 16, following the regular Council Meeting.
 - Fundraising, Marketing and Public Relations Committee – discussed recent fundraisers and upcoming.
 - Furnishings, Art & Facilities Committee – Reviewed and are recommending for Approval the ADA Checklist for Existing Facilities: Priority 3 – Toilet Rooms
 - Personnel Committee – nothing to report
 - Policy Committee - Reviewed and are recommending for Approval the Policies.

Steffen MOVED “Approval of Agenda Consent Calendar,” seconded by Derr.

Ayes: Gudenkauf, Derr, Wiezorek, O’Hea, Kane, Steffen and Willenbring

Nays: None

Motion CARRIED

4. Consider Approval of extending library open hours on Saturday, March 14, 2026

Kane MOVED “Approval of extending library hours on Saturday, March 14th,” seconded by Steffen.

Ayes: Gudenkauf, Derr, Wiezorek, O’Hea, Kane, Steffen and Willenbring

Nays: None

Motion CARRIED

5. Consider Approval of JKPL Personnel Policy Statement and Addendums: Employee Appearance, Holidays, Inclement Weather, Social Media Sites and Social Media Comments

Policy Committee MOVED “Approval of JKPL Personnel Policy Statement and Addendums: Employee Appearance, Holidays, Inclement Weather, Social Media Sites and Social Media Comments.” No second needed.

Ayes: Gudenkauf, Derr, Wiezorek, O’Hea, Kane, Steffen and Willenbring

Nays: None

Motion CARRIED

6. Consider Approval of Library Access for Sex Offenders Convicted of Sex Offenses Against Minors

Policy Committee MOVED "Approval of Library Access for Sex Offenders Convicted of Sex Offenses Against Minors." No second needed.

Ayes: Gudenkauf, Derr, Wiezorek, O'Hea, Kane, Steffen and Willenbring

Nays: None

Motion CARRIED

7. Review and consideration of ADA Checklist for Existing Facilities: Priority 3 – Toilet Rooms

Steffen MOVED "Approval of JKPL Application for Accreditation and Direct State Aid Tier Level," seconded by Derr.

Ayes: Gudenkauf, Derr, Wiezorek, O'Hea, Kane, Steffen and Willenbring

Nays: None

Motion CARRIED

8. Review and consideration of JKPL Application for Accreditation and Direct State Aid Tier Level

No motion needed – for our information only.

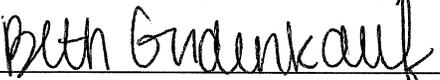
9. Meetings and Training

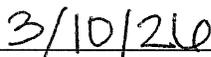
- City Council Attendance: March 2: Monika Steffen
- Upcoming
- Recently Attended: Shirley attended several ILOC sessions.
- Trustee Training: The Council approved a Code of Conduct Policy recently. This code applies to all Board Members.

10. Oral Presentations

11. Adjournment

Steffen MOVED to adjourn, seconded by Derr. Meeting
ADJOURNED by Wiezorek at 6:41 pm.


Beth Gudenkauf, Secretary


Date



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

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 April 1, 2026 through April 30, 2026.

Approved by the City Council of the City of Dyersville, Iowa this 16th day of March, 2026.

Sandy Oberbroeckling

From: Mike Cole <mcole@bennettexplosives.com>
Sent: Wednesday, March 11, 2026 12:56 PM
To: Sandy Oberbroeckling
Subject: April Blasting Permit

**** This Message originated from outside [External Email] Be Very Aware Links and Attachments. ****

Sandy

Bennett Explosives would like to request a Blasting Permit from the City of Dyersville Ia. for the month of April 2026.

Thank you!



Mike Cole

General Manager | Bennett Explosives

📍 1951 210th St., Manchester, IA 52057

📞 (563) 363-2131

✉️ mcole@bennettexplosives.com

🌐 www.quicksupplyco.com

Applicant

[Help](#)

Name of Legal Entity : DYERSVILLE EVENTS INC
Business Name (DBA) : FIELD OF DREAMS MOVIE SITE
Business Type : Non-Profit
Insurance Company :

Premises Address

Street : 28995
LANSING
RD
Suite/Apt :
City : DYERSVILL
E
County : DUBUQUE
State : IOWA
ZIP : 52040-
8005

Mailing Address

Street : 340 1ST
AVE E
Suite/Apt :
City : DYERSVILL
E
County : DUBUQUE
State : IOWA
ZIP : 52040-
1212

Application Information

Application ID : 0-009-968-562
Application Type : Class "E" Retail Alcohol License (LE) Application
Current Stage : Local Authority Review
Effective Date : 16-Mar-2026
Expiration Date : 15-Mar-2027

Contact Information

Name : TRICIA MAIERS

Phone Number : (563) 875-7724

Email : tmaiers@cityofdyersville.com

i Application history that predates November of 2022 is not accessible online. Please make a Public Records Request for this information.

Application History

| Application ID | Application Type | Stage | Date |
|----------------|--|-------|-------------|
| 0-009-968-562 | Class "E" Retail Alcohol L Local Authority I | | 12-Mar-2026 |
| 0-009-968-562 | Class "E" Retail Alcohol L New | | 12-Mar-2026 |

Ownership

Name : MAIERS, TRICIA

% of Ownership : 0.0000

Position : Treasurer

Name : RUNDE, NATE

% of Ownership : 0.0000

Position : President

RESOLUTION NO. 20-26
Recorder's Cover Sheet

Preparer Information:

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

Taxpayer Information:

Recker, Randy J & Lynn A
9730 Route 136
Dyersville, IA 52040

Return Address:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantors:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantees:

Recker, Randy J & Lynn A
9730 Route 136
Dyersville, IA 52040

Legal Description:

See Page 2

Document or instrument number if applicable:

RESOLUTION NO. 20-26

RESOLUTION APPROVING PLAT OF SURVEY AND PLAT OF ACCESS AND UTILITY EASEMENT. LOT 1 IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 88 NORTH, RANGE 2 WEST OF THE 5TH P.M., DUBUQUE COUNTY, IOWA.

WHEREAS, there has been filed with the City Clerk, Plat of Survey and Plat of Access and Utility Easement. Lot 1 in Part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa; and

WHEREAS, said plat has been examined by the City Planning and Zoning Commission and approved by said body, 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 Plat of Survey and Plat of Access and Utility Easement. Lot 1 in Part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque 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 16th Day of March, 2026.

Jeff Jacque, Mayor

ATTEST: _____
Tricia L. Maiers, City Clerk

RECORDER'S INDEX

LOCATION: LOT 1 IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 88 NORTH, RANGE 2 WEST OF THE 5th P.M., DUBUQUE COUNTY, IOWA

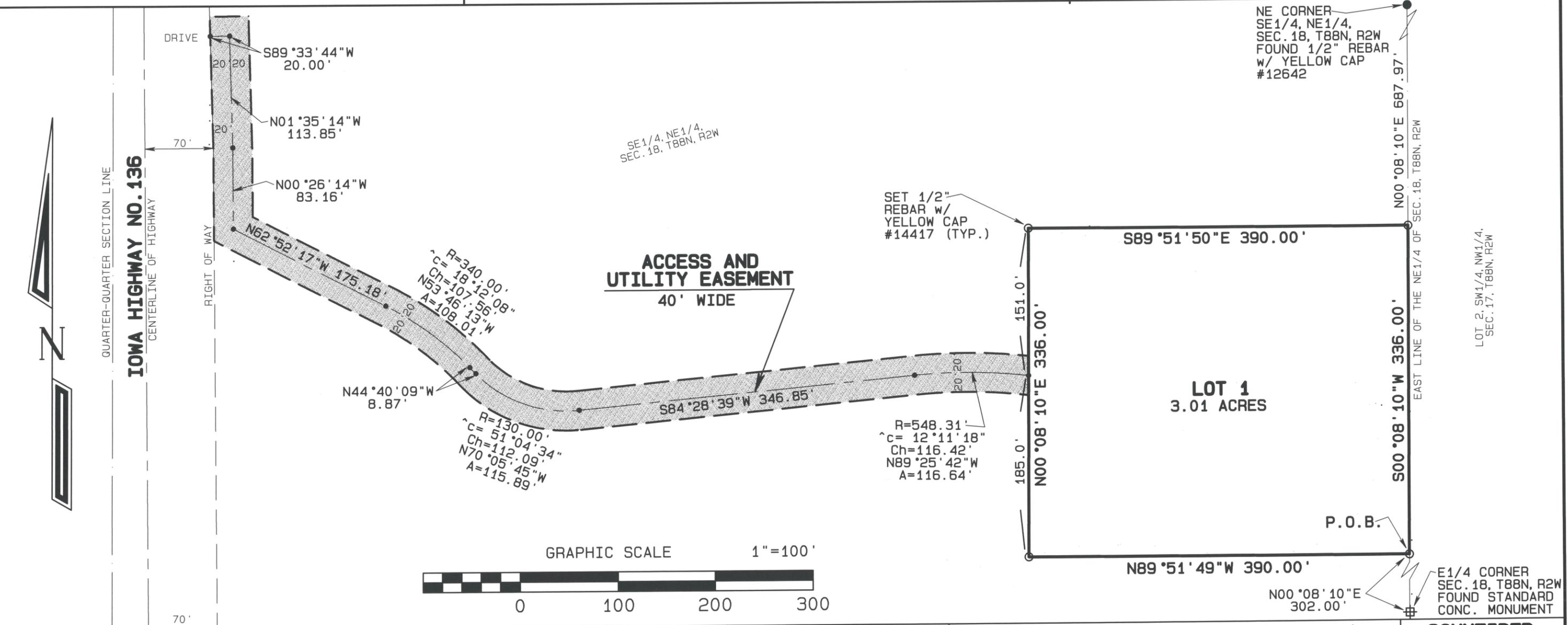
REQUESTOR: TRAVIS RECKER
PROPRIETOR: RANDY J. RECKER AND LYNN A. RECKER

SURVEYOR: DAVID P. SCHNEIDER
SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING AND PLANNING, INC.

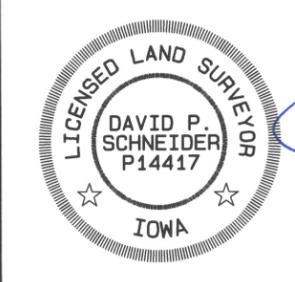
RETURN TO: DAVID P. SCHNEIDER
 P.O. BOX 128 FARLEY, IOWA
 Ph#563-744-3631 daves@yousq.net

**PLAT OF SURVEY AND
 PLAT OF ACCESS AND UTILITY EASEMENT**
 LOT 1 IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 88 NORTH, RANGE 2 WEST OF THE 5th P.M., DUBUQUE COUNTY, IOWA

Item 8.



SURVEY DESCRIPTION - LOT 1:
 PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 88 NORTH, RANGE 2 WEST OF THE 5th P.M., DUBUQUE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE N00°08'10"E, 302.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE N89°51'49"W, 390.00 FEET; THENCE N00°08'10"E, 336.00 FEET; THENCE S89°51'50"E, 390.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE S00°08'10"W, 336.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 3.01 ACRES.



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.

David P. Schneider 1/30/2026
 Date: 1/30/2026
 David P. Schneider P.L.S. P14417
 My license renewal date is December 31, 2027.

Pages or sheets covered by this seal: THIS SHEET ONLY

SCHNEIDER
 Land Surveying & Planning, Inc.
 P.O. Box 128
 Farley, Iowa 52046
 Ph# 563-744-3631
 daves@yousq.net

Project: 3031PS
 Survey Date: 1/29/2026
 Sheet: 1 of 5

OWNER'S CONSENT

_____, Iowa _____, 2026

The foregoing plat of **Lot 1 in part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa**, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

Randy J. Recker

Lynn A. Recker

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared Randy J. Recker and Lynn A. Recker to me personally known, who being by me duly affirmed did say that they said Randy J. Recker and Lynn A. Recker acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

MORTGAGE HOLDER'S ACKNOWLEDGMENT

The undersigned for _____ of _____, State of Iowa, do hereby certify that the attached plat **Lot 1 in part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa**, is made with our free consent and in accordance with our desire as lien holder and mortgagee of the premises described herein.

Bank _____

City _____

President _____

V.P. _____

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, 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 the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

CITY OF DYERSVILLE ZONING COMMISSION

Dyersville, Iowa _____, 2026

The foregoing plat of **Lot 1 in part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa**, being within the corporate limits of the City of Dyersville is hereby approved by the Dyersville Planning and Zoning Commission and approval of said plat by the City Council of the City of Dyersville, Dubuque County, Iowa is here by recommended.

City of Dyersville Zoning Commission-chairperson

DYERSVILLE CITY COUNCIL

Dyersville, Iowa _____, 2026

The undersigned, _____, Mayor and _____, Clerk of the City of Dyersville, Iowa do hereby certify that the foregoing plat **Lot 1 in part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa**, as appears heretofore has been filed in the Office of the City Clerk of Dyersville, Iowa and that the City Council of the City of Dyersville, Iowa approves said plat.

Mayor

City Clerk

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dyersville, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution Number _____ adopted by the City Council on the _____ day of _____, 2026, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntary executed.

Notary Public in the State of Iowa
My Commission Expires _____

DUBUQUE COUNTY ASSESSOR

Dubuque, Iowa

The forgoing plat was reviewed in the office of the Dubuque County Assessor this _____ day of _____, 2026.

County Assessor of Dubuque County, Iowa

COUNTY PLATS OFFICER

Dubuque, Iowa _____, 2026

I, _____, the Dubuque County Plats Officer, have received and examined the foregoing plat **Lot 1 in part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa**, for compliance with the Dubuque County Platting and Subdivision regulations and have found said plat to be acceptable.

County Plats Officer of Dubuque County, Iowa

COUNTY ENGINEER

Dubuque, Iowa _____, 2026

I, _____, the Dubuque County Engineer, have received and examined the foregoing plat of **Lot 1 in part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa**, for compliance with the Dubuque County Engineering regulations and have found said plat to be acceptable.

County Engineer of Dubuque County, Iowa

COUNTY AUDITOR

Dubuque, Iowa

The forgoing plat was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2026. We approve of the subdivision name or title to be recorded.

County Auditor of Dubuque County, Iowa

COUNTY RECORDER

Dubuque, Iowa

The forgoing plat has been received by the Dubuque County Recorder this _____ day of _____, 2026.

County Recorder of Dubuque County, Iowa

RESOLUTION NO. 21-26
Recorder's Cover Sheet

Preparer Information:

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

Taxpayer Information:

Wessels Farm LLC
2193 332nd Avenue
Dyersville, IA 52040

Return Address:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantors:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantees:

Wessels Farm LLC
2193 332nd Avenue
Dyersville, IA 52040

Legal Description:

See Page 2

Document or instrument number if applicable:

RESOLUTION NO. 21-26

RESOLUTION APPROVING PLAT OF SURVEY OF PARCEL 2026-14 PART OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) AND PART OF PARCEL B, ALL IN SECTION THIRTY-THREE (33), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA. PARCEL 2026-15 PART OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) AND PART OF PARCEL B, ALL IN SECTION THIRTY-THREE (33), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA. PARCEL 2026-16 PART OF PARCEL B, ALL IN SECTION THIRTY-THREE (33), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA.

WHEREAS, there has been filed with the City Clerk, Plat of Survey of **Parcel 2026-14** Part of the East Half (E1/2) of the Northwest Quarter (NW1/4) and Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa. **Parcel 2026-15** Part of the East Half (E1/2) of the Northwest Quarter (NW1/4) and Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa. **Parcel 2026-16** Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa; and

WHEREAS, said plat has been examined by the City Planning and Zoning Commission and approved by said body, 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 Plat of Survey of **Parcel 2026-14** Part of the East Half (E1/2) of the Northwest Quarter (NW1/4) and Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa. **Parcel 2026-15** Part of the East Half (E1/2) of the Northwest Quarter (NW1/4) and Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa. **Parcel 2026-16** Part of Parcel B, all in Section Thirty-Three (33), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, 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 16th Day of March, 2026.

Jeff Jacque, Mayor

ATTEST: _____
Tricia L. Maiers, City Clerk

INDEX LEGEND

LOCATION: PARCEL B AND PART OF THE E1/2 OF NW1/4 OF SECTION 33, T89N, R3W

PROPRIETORS: WESSELS FARMS LLC

REQUESTOR: GARY WESSELS

SURVEYOR: BILL BURGER

SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR

RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER

510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

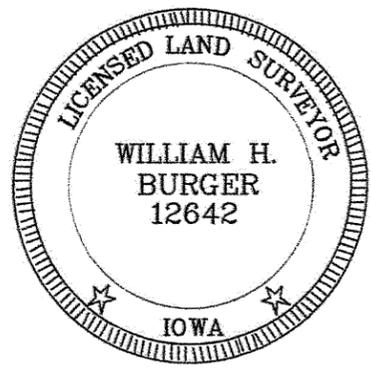
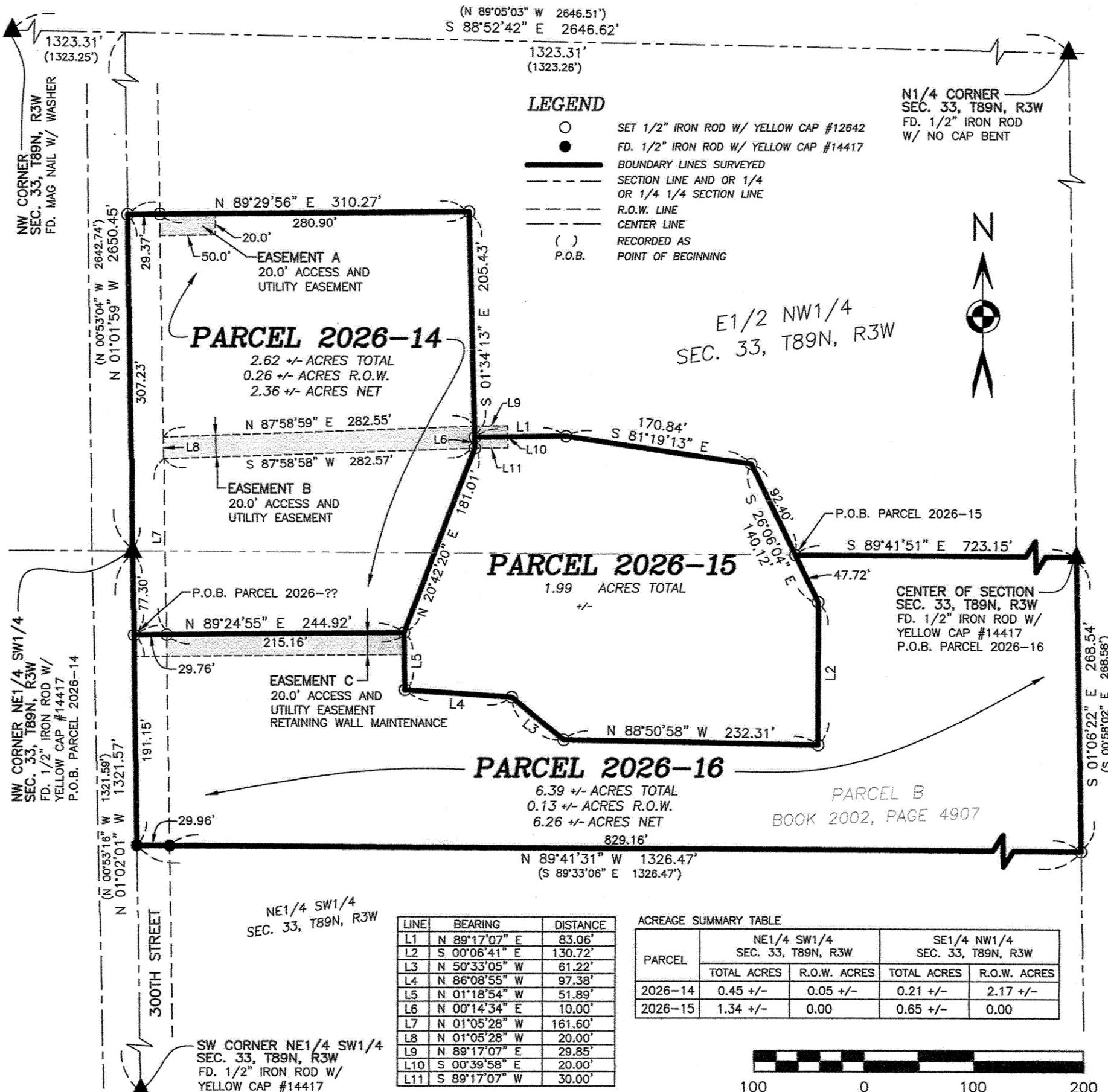
(563) 855 2028

PLAT OF SURVEY

PARCEL 2026-14 PART OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) AND PART OF PARCEL B, ALL IN SECTION THORTY-THREE (33), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA

PARCEL 2026-15 PART OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) AND PART OF PARCEL B, ALL IN SECTION THORTY-THREE (33), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA

PARCEL 2026-16 PART OF PARCEL B IN SECTION THORTY-THREE (33), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA



DATE OF SURVEY: 2/18/2026 SCALE: 1" = 100' SHEET 1 OF 5

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND 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. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

William H. Burger 2/25/26
 WILLIAM H. BURGER #12642 DATE

Wm. Burger
 LandSurveyor
 510 3rd Street West Court
 Worthington, Iowa 52078

LEGAL DESCRIPTION

PARCEL 2026-14 – part of the East Half (E1/2) of the Northwest Quarter (NW1/4) and part of Parcel B, all in Section Thirty-three (33), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 2.62 acres more or less, including 0.26 acres more or less of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Thirty-three (33), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa;

Thence North 01°-01'-59" West 307.23 feet along the West line of the East Half (E1/2) of the Northwest Quarter (NW1/4) of said Section Thirty-three (33);

Thence North 89°-29'-56" East 310.27 feet;

Thence South 01°-34'-13" East 205.43 feet;

Thence South 00°-14'-34" West 10.00 feet;

Thence South 20°-42'-20" West 181.01 feet;

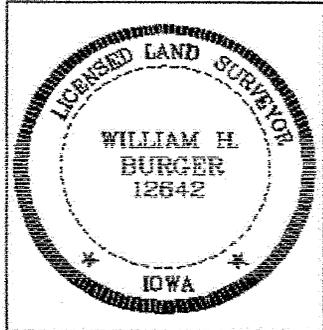
Thence South 89°-24'-55" West 244.92 feet to the West line of Parcel B as recorded in Book 2002, Page 4907 in the Office of the Delaware County Recorder;

Thence North 01°-02'-01" West 77.30 feet along the West line of said Parcel B to the **POINT OF BEGINNING**, containing a total of 2.62 acres more or less, including 0.26 acres more or less of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record.**

The West line of the East Half (E1/2) of the Northwest Quarter (NW1/4) of Section Thirty-three (33), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear North 01°-01'-59" West.

EASEMENT A – A 20.0' wide Access Easement is hereby created along the North line of Parcel 2026-14 as shown on the attached plat for the benefit of the proprietor of the East Half (E1/2) of the Northwest Quarter (NW1/4).

EASEMENT B – A 20.0' wide Access and Utility Easement is hereby created through and across Parcel 2026-14 as shown on the attached plat for the benefit of the proprietor of the East Half (E1/2) of the Northwest Quarter (NW1/4) of said Section Thirty-Three (33) and Parcel 2026-15.

| | |
|---|--|
|  | <p><u>SURVEYORS CERTIFICATE</u></p> <p>I hereby certify that this land survey document was prepared and 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;</p> <p>My license renewal date is December 31, 2026</p> <p><i>William H. Burger</i> 2/25/24 William H. Burger Date Reg. No. 12642</p> <p>Sheet No. <u>2</u> covered by this seal</p> |
|---|--|

LEGAL DESCRIPTION

PARCEL 2026-15 – part of the East Half (E1/2) of the Northwest Quarter (NW1/4) and part of Parcel B, all in Section Thirty-three (33), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 1.99 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

COMMENCING at the Center of Section Thirty-three (33), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa;

Thence North 89°-41'-51" West 723.15 feet along the South line of the East Half (E1/2) of the Northwest Quarter (NW1/4) of said Section Thirty-three (33) to the **POINT OF BEGINNING**;

Thence South 26°-06'-04" East 47.72 feet;

Thence South 00°-06'-41" East 130.72 feet;

Thence North 88°-50'-58" West 232.31 feet;

Thence North 50°-33'-05" West 61.22 feet;

Thence North 86°-08'-55" West 97.38 feet;

Thence North 01°-18'-54" West 51.89 feet;

Thence North 20°-42'-20" East 181.01 feet;

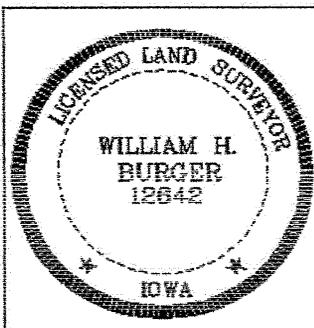
Thence North 00°-14'-34" East 10.00 feet;

Thence North 89°-17'-07" East 83.06 feet;

Thence South 81°-19'-13" East 170.84 feet;

Thence South 26°-06'-04" East 92.40 feet to the **POINT OF BEGINNING**, containing a total of 1.99 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record.**

The South line of the East Half (E1/2) of the Northwest Quarter (NW1/4) of Section Thirty-three (33), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear North 89°-41'-51" West.



SURVEYORS CERTIFICATE

I hereby certify that this land survey document was prepared and 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;

My license renewal date is December 31, 2026

William H. Burger 2/25/26
 William H. Burger Date Reg. No. 12642
 Sheet No. 3 covered by this seal

LEGAL DESCRIPTION

PARCEL 2026-16 – part of Parcel B, Section Thirty-three (33), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 6.39 acres more or less including 0.13 acres of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the Center of Section Thirty-three (33), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa;

Thence South 01°-06'-22" East 268.54 feet along the East line of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section Thirty-Three (33) also being the East line of Parcel B as recorded in the Office of the Delaware County Recorder Book 2002, Page 4907 to the Northeast corner of Parcel A of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section Thirty-Three (33), also recorded in the Office of the Delaware County Recorder Book 2002, Page 4907;

Thence North 89°-41'-31" West 1326.47 feet along the North line of Parcel A to the Northwest corner of said Parcel A, said point also being on the West line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4);

Thence North 01°-02'-01" West 191.15 feet along the West line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4);

Thence South 01°-18'-54" East 51.89 feet;

Thence South 86°-08'-55" East 97.38 feet;

Thence South 50°-33'-05" East 61.22 feet;

Thence South 88°-50'-58" East 232.31 feet;

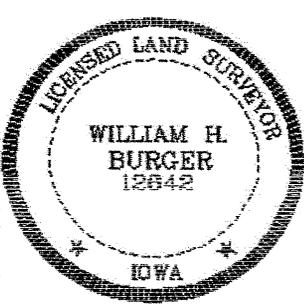
Thence North 00°-06'-41" West 130.72 feet;

Thence North 26°-06'-04" West 47.72 to the North line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section Thirty-Three (33);

Thence South 89°-41'-51" East 723.15 feet along the North line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) to the **POINT OF BEGINNING**, containing a total of 6.39 acres more or less including 0.13 acres of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record**.

The North line of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); of Section Thirty-three (33), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear North 89°-41'-51" West.

EASEMENT C – A 20.0' wide Access and Utility Easement is hereby created through and across Parcel 2026-16 as shown on the attached plat for the benefit of the proprietor of Parcel 2026-15.

| | |
|---|---|
|  | <p><u>SURVEYORS CERTIFICATE</u></p> <p>I hereby certify that this land survey document was prepared and 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;</p> <p>My license renewal date is December 31, 2026</p> <p><i>William H. Burger</i> 2/25/26 William H. Burger Date Reg. No. 12642</p> <p>Sheet No. 4 covered by this seal</p> |
| | |

CITY OF DYERSVILLE PLANNING AND ZONING COMMISSION

Dyersville, Iowa _____, 2026

The foregoing PLAT OF SURVEY of **PART OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) AND PART OF PARCEL B ALL IN SECTION 33, T89N, R3W OF THE 5TH P.M., DELAWARE COUNTY, IOWA**; as shown on the attached plat, being within 2 miles of the corporate limits of the City of Dyersville is hereby approved by the Dyersville Planning and Zoning Commission and approval of said plat by the City Council of the City of Dyersville, Dubuque and Delaware County, Iowa is here by recommended.

Dyersville Planning & Zoning Commission

By _____
Chairperson

CITY COUNCIL APPROVING FINAL PLAT

Dyersville, Iowa _____, 2026

The undersigned, Jeff Jacque, Mayor, and Tricia Maiers, Clerk of the City of Dyersville, Dubuque County, Iowa do hereby certify that the foregoing PLAT OF SURVEY of **PART OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) AND PART OF PARCEL B ALL IN SECTION 33, T89N, R3W OF THE 5TH P.M., DELAWARE COUNTY, IOWA**; as appears heretofore has been filed in the Office of the City Clerk of Dyersville, Iowa and that the City Council of the City of Dyersville, Iowa approves said plat.

Jeff Jacque Mayor

Tricia Maiers City Clerk

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

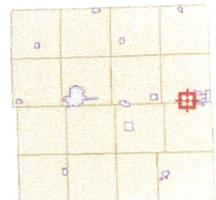
On this _____ day of _____, 2026, before me, _____, a Notary Public in and for the State of Iowa, personally appeared Jeff Jacque and Tricia Maiers, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dyersville, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution Number _____ adopted by the City Council on the _____ day of _____, 2026, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

 **Beacon**TM Delaware County, IA



Overview



Legend

- Corporate Limits
 - Corporate Limits (purple outline)
 - Unincorporated Area (green outline)
- Political Townships (yellow outline)
- Parcels
 - BLL (red outline)
 - Parcel (blue outline)
- Roads (grey line)

Disclaimer: All critical information should be independently verified. If you have questions about this site please contact either the Delaware County Auditor's Office at 563 927-4701 or the Delaware County Assessor's Office at 563 927-2526

Date created: 2/25/2026
Last Data Uploaded: 2/25/2026 5:05:19 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

This 28E Agreement for Alcohol Enforcement ("Agreement") is between the Iowa Department of Revenue ("IDR"), and ("Department"). IDR and the Department may be referred to individually as a "Party" or together as the "Parties." The "Effective Date" of this Agreement shall mean the last date, as indicated in Section 13 (Execution), on which Agreement is formally executed by duly authorized representatives of the Parties. The Parties agree as follows:

SECTION 1. IDENTITY OF PARTIES

- 1.1 **IDR.** IDR is an agency of the State of Iowa and is authorized, pursuant to Iowa Code section 123.4, to administer and enforce Iowa's alcoholic beverage control laws. IDR's address for the purpose of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly-recognized Iowa law enforcement agency. The Department's address is: 338 1ST AVE E DYERSVILLE IA 52040-1203.

SECTION 2. PURPOSE. The Parties have entered into this Agreement for the purpose of providing and funding alcoholic beverage enforcement in compliance with Iowa Code chapter 123.

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

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

5.1 **Responsibilities of the Department.**

Item 10.

- 5.1.1 Local Alcohol Enforcement. The Department shall provide alcoholic beverage enforcement of Iowa Code section 123.49(2)(h).
- 5.1.2 **Compliance Checks.**
 - 5.1.2.1 "Compliance Check" or "Compliance Checks" means activity to enforce alcoholic beverage control laws in accordance with Iowa Code section 123.49(2)(h) within the jurisdiction of the Department, or additional jurisdictions upon prior agreement of the Parties. IDR shall provide the Department, via the law enforcement GovConnectIowa portal, the location of each retail alcohol license/permit holder subject to a Compliance Check by the Department.
 - 5.1.2.2 The Department shall perform Compliance Checks at licensed retail alcohol locations during the term of the Agreement. IDR will provide the Department with any minimum or maximum number of Compliance Checks to be performed within the jurisdiction of the Department, a list of locations that have passed Compliance Checks within the last year, and any locations IDR has predetermined require Compliance Checks. Parties recognize that alcoholic beverage products are age-restricted pursuant to Iowa Code section 123.47. Compliance Checks may be conducted at any retailer that sells alcoholic beverage products. Compliance Checks are to be facilitated by an Iowa certified Peace Officer who has Peace Officer powers within the State of Iowa.
 - 5.1.2.3 IDR will not compensate the Department for Compliance Checks performed on a location that has passed a Compliance Check in the current or previous calendar year, or otherwise indicated by IDR as a location for which Compliance Checks will not be compensated.
 - 5.1.2.4 This Agreement is a stand-alone alcohol enforcement effort and shall not be combined with any other 28E agreements between the Department and IDR, or any other parties.
 - 5.1.2.5 **The Department shall not begin to conduct any retailer Compliance Checks until February 25, 2026.**
 - 5.1.2.6 Compliance Checks shall be completed and submitted for reimbursement to IDR by June 30, 2026. The Department should try to complete a Compliance Check of all seasonal businesses (e.g., winter businesses like ski areas or spring/summer businesses like golf courses, marinas, and bait shops) before the businesses close for the season, but not before February 25, 2026.
 - 5.1.2.7 The Department may conduct a second Compliance Check on any retailer that is found to be non-compliant during the first Compliance Check. The second Compliance Check on the non-compliant retailer shall be completed and submitted for reimbursement to IDR no later than June 30, 2026, to receive payment by IDR under this Agreement.
 - 5.1.2.8 Department shall criminally ticket clerks that fail Compliance Checks.
 - 5.1.2.9 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code section 123.49(2)(h) to a license/permit holder or employee of a license/permit holder, the Department must notify IDR of the date, time, and location where the offense was committed. The Department shall report Compliance Checks in a Compliance Check Report as described in Section 5.1.6, and send a copy of any citations to IDR's designated Contact Person.
 - 5.1.2.10 If the Department fails to complete Compliance Checks or fails to submit reimbursement for Compliance Checks to IDR by June 30, 2026, IDR will consult with

the Department to establish an agreed upon execution plan. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize other law enforcement agencies to conduct any remaining Compliance Checks. Item 10.

- 5.1.3 Underage Purchaser Volunteers. Utilization of underage purchaser volunteers between the ages of sixteen (16) and twenty (20) is strongly encouraged, where feasible. The Department may compensate the underage purchaser volunteers involved in the Compliance Checks in a manner consistent with Section 6
- 5.1.4 Routine Enforcement. In addition to conducting Compliance Checks, the Department agrees to regularly enforce alcoholic beverage laws.
- 5.1.5 Civil Proceedings. The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a retail alcohol license/permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 Compliance Check Reports. The Department shall provide detailed results of completed Compliance Checks in a Compliance Check Report to IDR via the law enforcement GovConnectIowa portal or other method prescribed by IDR within ten (10) business days of completed Compliance Checks. Information in the Compliance Check Report will include, but will not be limited to, the date, time, and location of the Compliance Check, and any other information required by IDR.
- 5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its alcoholic beverage enforcement. The Department shall provide all office space, equipment, and personnel necessary to conduct alcoholic beverage enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.

5.2 **Responsibilities of IDR.**

- 5.2.1 Enforcement Guidance. IDR shall provide guidance and best practices for conducting underage alcohol Compliance Checks to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.2 **Payment.** IDR shall pay the Department in the manner described in Section 6 of this Agreement.
- 5.2.3 Cooperation. If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from alcoholic beverage enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.4 Insurance, Benefits, and Compensation. IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

Item 10.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 **Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of one hundred dollars (\$100) per reported Compliance Check. The flat fee payment for each Compliance Check constitutes the full and exclusive remuneration for the Compliance Check. For example, compensation of underage purchaser volunteers is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 **Eligible Claims.** Compliance Checks that are conducted on or after February 25, 2026 and on or before June 30, 2026 are eligible for payment provided that the results are reported in accordance with Section 5. Any Compliance Checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 **Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time Peace Officer positions solely for alcoholic beverage enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchaser volunteers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform alcoholic beverages enforcement activities.
- 6.4 **Payment in Arrears.** IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

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

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

SECTION 9. NO PROPERTY ACQUIRED. IDR and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

- 10.1 **Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- 10.2 **Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the

following:

- 10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
- 10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;
- 10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
- 10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;
- 10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.

Item 10.

10.3 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

- 10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;
- 10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;
- 10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;
- 10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

- 10.4.1 Immediately terminate the Agreement without additional written notice; or,
- 10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

SECTION 11. CONTACT PERSON. At the time of execution of the Agreement, each Party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. IDR will email the Department's Contact Person instructions and links for completing Compliance Check Reports and how to submit copies of violations to IDR.

SECTION 12. CONTRACT ADMINISTRATION.

- 12.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of parties. All amendments to the Agreement must be fully executed by the parties. Item 10.
- 12.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.
- 12.3 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.
- 12.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
- 12.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 12.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 12.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 12.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.
- 12.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.
- 12.10 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:
- 12.10.1 At the time it is actually received; or,
 - 12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - 12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR

Name: Brandon Trapp

Title: Executive Officer, Alcohol & Tax Compliance Division

Address: 1918 SE Hulsizer Road

City, State Zip Code: Ankeny, Iowa 50021

Item 10.

Phone Number: (515) 480-8357

E-mail Address: Brandon.Trapp@iowa.gov

Party: _____

Name: DYERSVILLE POLICE DEPARTMENT

Title: _____

Address: _____

City, State Zip Code: , IA

Phone Number: _____

E-mail Address: _____

- 12.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.
- 12.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 12.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 12.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
 - 12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.
 - 12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 12.15 **Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- 12.16 **Record Retention and Access.** The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three (3) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records

of the Department relating to invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records.

Item 10.

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

SECTION 13. EXECUTION.

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

Iowa Department of Revenue

Name:
Title:
Signature Date:

Name: DYERSVILLE POLICE DEPARTMENT
Title:
Signature Date:

Residential Lease Agreement

This agreement is made and entered into this ____ day of March, 2026, between the City of Dyersville, the landlord and Dyersville Die Cast, the tenant. The parties agree as follows:

1. **Property.** The landlord agrees to lease the property located at 822 1st Avenue West (home only), Dyersville to the tenant with the conditions contained in this agreement.
2. **Term.** This lease will begin on May 1, 2026. The termination date will be April 30, 2027 at 11:59 PM. On the termination date, the tenant will be required to vacate the premises unless the landlord and the tenant formally extend this agreement in writing or create and execute a new, written, and signed agreement.

If no agreement is signed, the term will default to a month to month lease until either the landlord or the tenant gives proper notices to end the lease. The terms of this lease agreement will still apply.

3. **Rent.** The tenant will pay to the landlord the sum of \$1,538.00 per month as rent for the term of the agreement. Due date for rent payment will be the first day of each calendar month and will be considered advance payment for that month. Weekends and holidays do not delay or excuse the tenant's obligation to timely pay rent.
 - A. *Delinquent Rent.* If not paid on the first, rent will be considered overdue and delinquent on the 2nd day of each calendar month. If the tenant fails to timely pay any month's rent, the tenant will pay the landlord a late charge of \$50.00 per day until rent is paid in full. If the landlord receives the monthly rent by the 3rd day of the month, the landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the landlord may exercise for the tenant's failure to timely pay rent.
 - B. *Prorated Rent.* In the event that the first day of the lease is not the first of the calendar month, rent payment will be prorated based on a 30-day period.
 - C. *Returned Checks.* In the event that any payment by the tenant is returned for insufficient funds ("NSF") or if the tenant stops payment, the tenant will pay \$30.00 to the landlord for each such check, plus late charges, as described above, until the landlord has received payment. Furthermore, the landlord may require in writing that the tenant pay all future rent payments by cash, money order, or cashier's check.
 - D. *Rent Increases.* There will be no rent increases during the term of the lease. If this lease is renewed automatically on a month to month basis, the landlord may increase the rent during the renewal period by providing written notice to the tenant 30 days prior to the rental increase.
4. **Security Deposit.** The tenant will deposit with the landlord the sum of \$1,500.00, receipt of which is acknowledged by the landlord, as security for any damage caused to the premises during the term.

A. *Refund.* Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant.

B. *Deductions.* The landlord may deduct reasonable charges from the security deposit for:

- (1.) Unpaid or accelerated rent;
- (2.) Late charges;
- (3.) Unpaid utilities;
- (4.) Costs of cleaning, deodorizing, and repairing the property and its contents for which the tenant is responsible;
- (5.) Pet violation charges;
- (6.) Replacing unreturned keys, garage door openers, or other security devices;
- (7.) The removal of unauthorized locks or fixtures installed by the tenant;
- (8.) Insufficient light bulbs;
- (9.) Packing, removing, and storing abandoned property;
- (10.) Removing abandoned or illegally parked vehicles;
- (11.) Costs of reletting, if the tenant is in default;
- (12.) Attorney fees and costs of court incurred in any proceeding against the tenant;
- (13.) Other items the tenant is responsible to pay under this lease including any and all costs associated with restoring the premises to its original condition.

If deductions exceed the security deposit, the tenant will pay to the landlord the excess within ten days after the landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

5. **Use of Premises.** The premises will be used and occupied solely by the tenant and the tenant's employees with no more than eight persons dwelling, and no part of the premises will be used at any time during the term of this agreement by the tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. The tenant will not allow any other person, other than the tenant's immediate family or transient relatives and friends who are guests of the tenant, to use or occupy the premises without first obtaining the landlord's written consent to such use. If a guest is staying on the premises for more than three nights in a seven day period then the tenant needs to get prior approval from the landlord. The tenant will comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the premises.
6. **Condition of Premises.** The tenant agrees that he has examined the premises, and that they are at the time of this lease in good order and in a safe, clean and the tenantable condition. The tenant agrees to fill out and return the Rental Property Inventory and Condition form within 48 hours of moving into/out of the premises.
7. **Assignment and Sub-Letting.** The tenant will not assign this agreement, or sub-let or grant any license to use the premises or any part without the prior written consent of the landlord. A consent by the landlord to one such assignment, sub-letting or license will not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of the landlord or an assignment or sub-letting by operation of law will be absolutely null and void and will, at the landlord's option, terminate this agreement.
8. **Alterations and Improvements.** The tenant will make no alterations to the buildings or improvements on the premises or construct any building or make any other improvements on the premises without the prior written consent of the landlord. Any and all alterations, changes, and/or improvements built will, unless otherwise provided by written agreement between the landlord and the tenant, become the property of the landlord and remain on the premises at the expiration or termination of this agreement.
9. **Hazardous Materials.** The tenant will not keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the premises.
10. **Criminal Activity.** In the event of any criminal activity on the premises, whether the tenant is directly or indirectly involved, the tenant may be evicted.
11. **Utilities.** The tenant will be responsible for arranging for and paying for all utility services required on the premises. These utilities include, but are not limited to:
 1. City Utilities
 2. Gas
 3. Electric
12. **Maintenance, Repair, and Rules.** The tenant will, at his sole expense, keep and maintain the premises in good and sanitary condition and repair during the term of this agreement and any renewal. This maintenance includes, but is not limited to:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls;
 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Not obstruct or cover the windows or doors;
 - D. Not leave windows or doors in an open position during any inclement weather;
 - E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony;
 - F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of the landlord;
 - G. Keep all heating and air conditioning filters clean and free from dirt;
 - H. Keep all lavatories, sinks, toilets, and all other water and plumbing appliances in good order and repair and only used for the purposes for which they were constructed. Any damage to any such appliance and the cost of clearing stopped plumbing resulting from misuse will be paid by the tenant;
 - I. The tenant's family and guests will, at all times, maintain order in the premises and at all places on the premises, and will not make or permit any loud or improper noises, or otherwise disturb other residents and/or neighbors;
 - J. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents and/or neighbors;
 - K. Deposit all trash, garbage, rubbish or refuse in the locations provided and will not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - L. Abide by and be bound by any and all rules and regulations affecting the premises or the common area.
13. **Damage to Premises.** In the event the premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of the tenant, this agreement will terminate from such time except for the purpose of enforcing rights that may have then accrued. Should a portion of the premises be rendered uninhabitable, the landlord will have the option of either repairing such injured or damaged portion or terminating this agreement. Such part so injured will be restored by the landlord as speedily as practicable.
- If the tenant will be away from the premises for more than seven days then it is his duty to ensure the premises stays heated to at least 50°F to keep the pipes from freezing. Failure to do so will place repair costs on the tenant.
14. **Access by the Landlord.** The landlord and the landlord's agents will have the right at all reasonable times, and by all reasonable means, with 24 hour written notice, during the term of this agreement and any renewal to enter the premises for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the property to prospective the tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice;

The landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the property during the term of this lease or any renewal period.

If the tenant fails to permit reasonable access under this paragraph, the tenant will be in default.

If the tenant will be off the premises for more than seven days in a row then he must notify the landlord so the landlord can enter the premises to ensure the premises stays in working condition. The tenant is responsible for any damage as a result of turning the heat off or down during cold weather. If the tenant wants a third party to stay on the premises for the purposes of "housesitting" then he needs prior approval from the landlord. The landlord will require the third party's contact information.

15. **The Tenant's Hold Over.** If the tenant remains in possession of the premises with the consent of the landlord after the natural expiration of this agreement, a new tenancy from month-to-month will be created between the landlord and the tenant which will be subject to all of these terms and conditions except that rent will then be \$2,000.00 per month and such tenancy will be terminable upon a full 30-day written notice issued by either party.
16. **Surrender of Premises.** Upon the expiration of the term, the tenant will surrender the premises in as good a state and condition as they were at the start of this agreement, reasonable use wear and tear damages, and damages by the elements will be expected.

If the tenant abandons personal property on the premises at the end of the agreement term, the landlord will dispose of the property at the expense of the tenant.
17. **Animals.** There will be no more than two animals, unless authorized by a separate written Pet Addendum to this agreement. The tenant is responsible and liable for any damage or required cleaning to the property caused by any animal and for all costs the landlord may incur in removing or causing any unauthorized animal to be removed.
18. **Waterbeds.** There will be no waterbeds, unless authorized by the landlord in a separate written agreement to this agreement.
19. **Renter's Insurance.** The tenant acknowledges and agrees that the landlord's insurance policy does not cover damage to or loss of the tenant's personal property, and that the landlord is not responsible for any such damage or loss except when caused by the landlord's negligence or willful misconduct. The tenant is therefore required to obtain and maintain, at the tenant's sole expense, an active renter's insurance policy throughout the entire term of this agreement and any renewal

thereof. The insurance policy must meet the following minimum requirements: (A) Coverage Amount: A minimum of \$500,000.00 in personal liability coverage for bodily injury and property damage per occurrence, unless the landlord provides written approval for a lower amount; (B) Policy Holder: The insurance must be in the tenant's name and list the premises address; (C) Certificate Holder: The landlord must be named as an additional interested party or certificate holder; (D) Notice Requirement: The carrier must provide at least thirty (30) days' written notice to the landlord of cancellation, non-renewal, or material change; (E) Proof of Insurance: The tenant must provide written proof, including a certificate of insurance or policy declaration page, to the landlord prior to occupancy and within ten (10) days prior to expiration of any policy. Non-Compliance Fee: If the tenant fails to obtain or maintain the required insurance, the tenant will pay the landlord \$50.00 per day as a late charge until proof of compliant coverage is provided. This charge will accrue daily and will be considered Additional Rent under this lease. Continued failure to maintain insurance may be grounds for lease termination.

- 20. **Quiet Enjoyment.** The tenant, upon full payment of rent and other fees and the tenant's observance of all rules and regulations, will and may peacefully and quietly use said premises for the term.
- 21. **Indemnification.** The landlord will not be liable for any damage or injury of or to the tenant, the tenant's family, guests, invitees, agents or employees or to any person entering the premises due to negligence outside of the landlord's control.
- 22. **Governing law.** This agreement will be governed under the Laws of the State of Iowa.
- 23. **Severability.** If any provision of this agreement, for any reason and to any extent, be invalid or unenforceable, the remainder of this agreement will not be affected and that provision will be enforced to the maximum extent permitted by law.
- 24. **Non-Waiver.** No delay, waiver, non-enforcement, election or non-election by the landlord under this agreement will be deemed to be a waiver of any other breach by the tenant, nor will it affect the tenant's duties, obligations, and liabilities as agreed upon.
- 25. **Modification.** The parties agree that this document contains the entire agreement between the parties and will not be modified unless the addition is written in and signed by all parties.
- 26. **Notice.** Any notice required or permitted under this lease, or under state law, will be delivered to the tenant at the property address, and to the landlord at the following address:

Jim Gibbs, Dyersville Die Cast, 502 5th Street NW, Dyersville, Iowa 52040

The landlord:

Sign: _____

Print: Mick J. Michel, City Administrator Date: _____

The tenant:

Sign: _____

Print: _____ Date: _____

EMAIL SENT on March 5, 2026

Dyersville City Council members:

I own the property at 506 2nd St. N.E Dyersville, IA. I am inquiring on the exact location of the new Westlinden water treatment plant.

As of now my property runs downhill to the south where it meets the cornfield belonging to Terry Hoeger. When you build up the field for treatment plant what happens to the area where this property and my property meet? If it causes standing water in that area will it start eroding my hillside as this was never a problem before.

Another issue is people living on the west side use this as a walkway to shortcut to 2nd St NE. When Jim Elgin owned the cornfield he always left a four foot grass strip between the cornfield and my property which the property owners to the west of me mowed/maintained

so the people had a walkway. When Terry Hoeger bought the cornfield he eliminated this walkway by planting up to my hillside making it difficult to mow because of the ground breaking away as the grass strip is gone. The real problem is now since the path is gone everyone uses my lower lawn next to the cornfield as the new path since they can't walk in the cornfield.

Will the city consider making a walkable path in this area for people to cut across from the west side or do I have to put my fence back up on the bottom (South) part of my hill to keep them off my property ? I would like to see people be able to cross over this area as it saves them a lot of time without have to go around but I don't want this to be a liability to my property.

Sherry Krapfl
506 2nd St NE
Dyersville, IA 52040
563 590-9339

From: Austin Zuercher <auzzrch@gmail.com>
Sent: Wednesday, March 4, 2026 3:57 AM
To: Mike Oberbroeckling <moberbroeckling@cityofdymersville.com>; Scott DeSousa <sdesousa@cityofdymersville.com>; Norm Pottebaum <npottebaum@cityofdymersville.com>
Subject: PD concerns

Gentlemen,

I moved to Dymersville to further my career in law enforcement in 2016. I was a member of the department for 4.5 years and was promoted to admin in August 2019 before I left in January 2021 to work as a Deputy in Delaware County. My wife, infant son, and I call Dymersville home.

I am writing to you to express my concern for the state of our Police Department. My concerns come from not only the lens of a citizen and taxpayer but also a law enforcement officer and former Assistant Chief of Dymersville PD. Many of my concerns stem from department mismanagement, lack of staffing hours, and misfeasance and nonfeasance from personnel.

There are multiple nights where we have had no PD coverage in town but have multiple officers working during daytime hours. On the night of 3/2 we had no officer on duty from at least 9PM until 5AM 3/3. We regularly have no coverage from 3AM until the dayshift comes in. Historically DPD has been a 24 hour department even for periods when we had only 4 members. This lack of staffing comes even with increases to PD budget. With more money and officers we are getting fewer covered hours.

The argument is always made that nothing happens at night or those are the slow hours. When our police department is staffed 24 hours we have personnel who can assist with fire and EMS calls available at all times. Law enforcement personnel are needed for EMS scenes that need to be secured before medical aid can be rendered. The PD is also able to give CPR, use an AED, or help with severe bleeding. All of these I have seen during my time at the PD. Anything other than someone coming from across town is longer than I want my family or friends to wait.

Additionally there have been multiple instances where DPD has failed to act, investigate, or respond to incidents in town even when they were working. I can think of 2 of which involved firearms and shots fired. I do not have exact dates but do have details of the incidents. The worst part being that even after a shot was fired, a firearm was found, and they had the shooter detained, nobody was taken to jail or charged-which is absurd.

My family, and many others that I have talked to, feels much less safe living here now than ever. When I work at night, I know there might not be anyone to show up if my wife needs help. Calls that get answered by Dubuque or Delaware county will have a significantly longer response time (up to 15+ min). In emergency situations SECONDS count.

This lack of service cannot continue - I look forward to hearing how you will address it.

If you have any questions or want more information you can reach out any day preferably after 11AM.

Thank you for your time,
Austin Zuercher
621 2nd St NW
[REDACTED]

Sent from my iPhone



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

www.cityofdyersville.com

March 13, 2026

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

**RE: Sewer Backup Claim: Quincy Wilgenbusch and Savannah Salow – Status Update
Task 62471**

Dear Honorable Mayor Jacque and Council Members:

This letter serves as a follow-up to my correspondence dated February 27, 2026, regarding the sewer backup claim filed by Quincy Wilgenbusch and Savannah Salow. Mayor Jacque requested that I provide the Council with a brief update on this issue. This letter is for informational purposes only, and no action is required from the City Council at this time.

Since my last letter, the property owners submitted a public records request for documents related to the City’s sewer manholes and sewer mains extending from their property to the main crossing Bear Creek and ending at the manhole at Westside Park. The City has provided all the requested documents, and the property owners have received them.

We also sent these same materials to EMC Insurance for their review as part of their ongoing investigation. The City contacted EMC to confirm receipt of the additional information, and EMC acknowledged receipt of the materials.

On March 9, 2026, City staff and Mayor Jacque met with the property owners to demonstrate the City’s Asset Management software. During that meeting, I guided the property owners through each asset requested as part of their records request. The city aimed to be transparent and responsive to their concerns, while also safeguarding the security of the City’s overall infrastructure. I believe we achieved the right balance.

Since that meeting, an EMC adjuster has contacted our Public Works Director and reached out to me with several follow-up questions. I will keep monitoring this issue and report back to the Council if I receive any additional updates.

Respectfully submitted,

Mick J. Michel,
City Administrator

Dyersville Police Department Monthly Report

February 15th – March 15th, 2026

- 2/11 Tobacco Compliance Checks**
- During city wide tobacco compliance checks, an employee at Casey's was cited for failing the compliance check, by selling tobacco products to an underage person.
- 2/2026 Business List Update**
- Every couple of years we update our entire business emergency contact list. This year, we have printed out sheets for every business we have listed in town and are having officers hand deliver the sheets to the business to fill out. The business can then return the form to the PD by email, fax or in person. The response from the officers and businesses has been very positive. This gives the officers a chance to meet the businesspeople and helps the businesses put a face to a name with the PD. This information is then also provided to Dubuque County Dispatch so in case of emergency the needed information is easily accessible.
- 2/17 & 2/19 Real Life Academy**
- Officers Avenarius and Jobgen participated in the Real-Life Academy which was held at Beckman High School.
- 2/18 Purchase Order Meeting**
- Chief Schroeder attended the Department Heads meeting to introduce the new purchase order software.
- 2/18 Intelligence Information Safety Presentation**
- Asst Chief Tuegel attended a Zoom presentation about how Intelligence Information Safety could help our department. It was determined that their services would be a duplication of what we receive from Dubuque PD already.
- 2/18 RAGBRAI Executive Committee**
- Chief Schroeder attended the RAGRABRAI meeting at City Hall
- 2/18 Upcoming Dyersville Events Law Enforcement Meeting**
- Postponed until 2/26 due to illness.
- 2/19 Snow Emergency**
- A snow emergency was declared from February 19 at 10 a.m. until February 21 at noon. This was after the National Weather Service put our area into a Winter Storm Warning. Luckily, the storm did not develop to its full potential in our area. We will continue to issue snow emergencies when a Winter Storm Warning is issued.

- 2/23** **CPR / AED**
Capt. Dupont assisted with CPR / AED training at the fire department
- 2/24** **SART Training**
Capt. Dupont participated in SART Training via Zoom.
- 2/26** **Law Enforcement Discussion of 2026 Events**
Keith Rahe met with several agencies regarding responses to events upcoming in 2026. Chief Schroeder and Asst Chief Tuegel attended the meeting.
- 3/1 – 3/3** **IaAWP Spring Conference**
Capt. Dupont attended the Spring Iowa Women in Policing conference in Dubuque.
- 3/2** **New Dubuque County Software Meeting**
Mick, Cory and Brent met with Dubuque IT in reference to the changeover to county software.
- 3/12** **Highway 52 Pre-Construction Meeting**
Chief Schroeder and Asst Chief Tuegel attended the meeting.
- 3/14** **Gaelic Gallop and St Pat's Parade**

Thank you so much for volunteering at Beckman's Real Life Academy this week. Students eyes got opened quickly on the number of bills they had to pay in a month and what prices are. If you have any suggestions on improving this event or sponsors who would be interested in sponsoring, please let me know. Again, I can't thank you guys enough for your time!!!!

Students were asked to fill out a survey when they were done. Here are some results:

97 out of 77 students have a job (79%). 9 have 2 jobs and 1 student have 4 jobs.

20 students don't have a job with the #1 reason being they don't have enough time with school, followed by they were in sports. 3 are currently looking for a job.

57 of them rely on word of mouth on how to find a job or their parents. Social media also plays a factor – Facebook and Instagram were top 2 ways to find a job. Not so much by snapchat or tiktok. Indeed was the #1 site they go to if they were to look for a job online.

53 do plan on moving back to the area

12 are not leaving

38 after college/training

8 after they have kids

9 never moving back

34 don't know if they will move back.

Most surprising thing students said they learned at Real Life Academy:

- There were a lot of expenses I didn't know about.
- How much a root canal costs if you don't have dental insurance
- You have to live within your means.
- Things costs a lot more than I initially thought.
- First time I've ever got pull over and not got a ticket!
- Life costs money, stay single and don't have kids.
- See the different things my parents have to do.

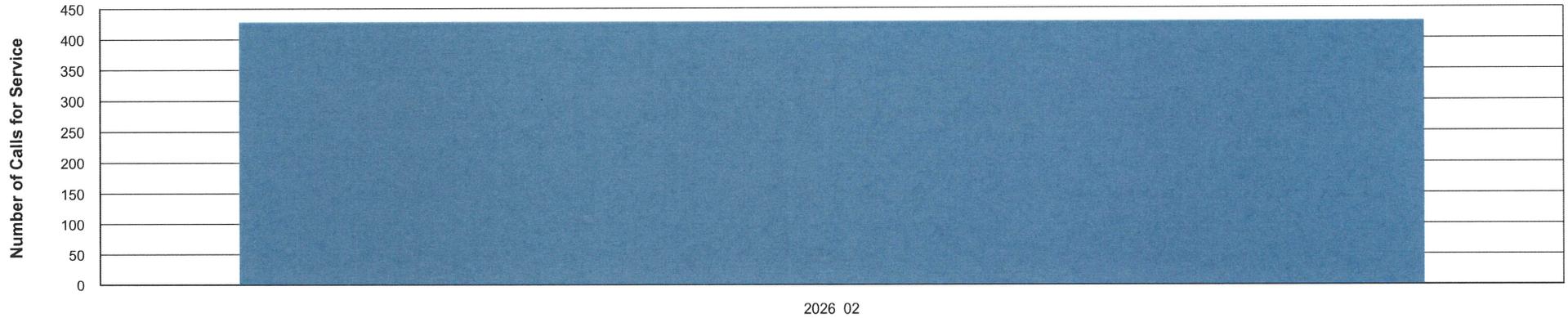
DYERSVILLE POLICE DEPT
Call Type Monthly Comparison

02/01/2026 thru 02/28/2026

Agency Code: All Agency Type: All

Item 15.

CFS / Month



| | 2026 Feb | Total |
|--------|----------|-------|
| ACCPD | 4 | 4 |
| ACCPI | 1 | 1 |
| ALARM | 4 | 4 |
| AMB | 18 | 18 |
| ANIMAL | 13 | 13 |
| ATL | 5 | 5 |
| BCHK | 56 | 56 |
| CAI | 9 | 9 |
| CIVIL | 1 | 1 |
| DIS | 1 | 1 |

| | 2026 Feb | Total |
|----------|-------------|-------|
| DISORDER | 2 | 2 |
| DUBASSIS | 5 | 5 |
| FIRE | 1 | 1 |
| FOLLOWUP | 5 | 5 |
| INTOX | 1 | 1 |
| ISPASSIS | 1 | 1 |
| MOTASSIS | 5 | 5 |
| NOISE | 1 | 1 |
| NUI | 3 | 3 |
| OPEN | 3 | 3 |
| OTHER | 12 | 12 |
| PARK | 2 | 2 |
| PATROL | 103 | 103 |
| PUBSERV | 27 | 27 |
| RADA | 13 | 13 |
| RECKLESS | 1 | 1 |
| ROADHAZ | 3 | 3 |
| SHOTS | 1 | 1 |
| SUSP | 7 | 7 |
| THEFT | 2 | 2 |
| TRAINING | 1 | 1 |
| TRES | 3 | 3 |
| TS | 82 | 82 |
| VACATION | 28 | 28 |

| | 2026 Feb | Total |
|---------|-------------|-------|
| VD | 1 | 1 |
| WA | 1 | 1 |
| WEATHER | 1 | 1 |
| WELFARE | 2 | 2 |
| Total | 429 | 429 |

DYERSVILLE POLICE DEPT

Item 15.

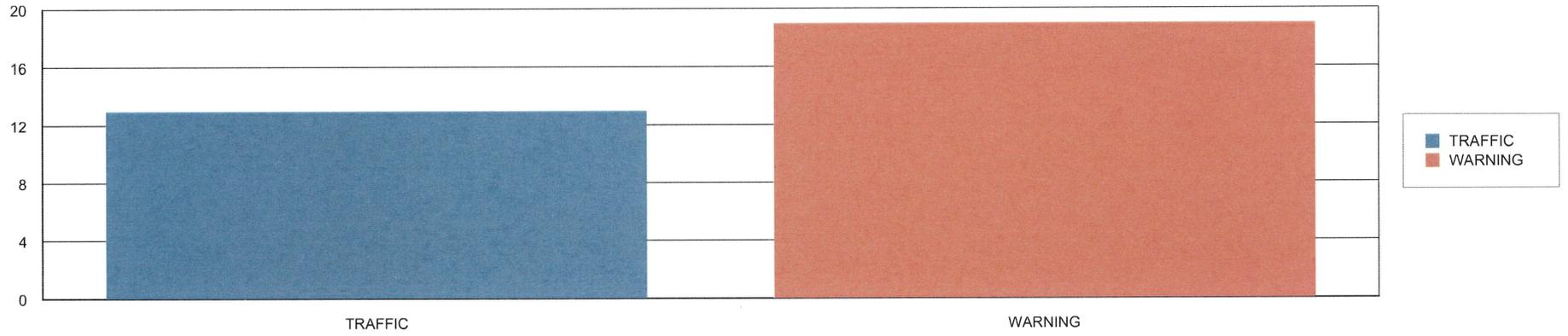
Citation Report

02/01/2026 thru 02/28/2026

| 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 | 3 | 0 | 2 | 1 | 2 | 0 | 1 |
| 321.20B PROVIDE PROOF FINANCIAL LIABIL | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| 321.216 UNLAWFUL USE OF LICENSE | 0 | 1 | 1 | 0 | 2 | 0 | 2 | 0 | 0 |
| 321.218(1) DRIVING UNDER SUSPENSION | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 |
| 321.288(1) FAILURE TO MAINTAIN CONTROL | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 |
| 321.323 UNSAFE BACKING ON HIGHWAY | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 |
| 321.384 FAIL TO USE HEADLAMPS W/REQUIR | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 |
| 321.385 INSUFFICIENT # OF HEADLAMPS | 0 | 0 | 2 | 0 | 1 | 1 | 2 | 0 | 0 |
| 321.387 IMPROPER REAR LAMPS | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 |
| 321.98(1)(a) OPERATE W/O REGISTRATION/PLATE | 0 | 0 | 2 | 0 | 0 | 2 | 2 | 0 | 0 |
| 453A.2(1) EMP SELL TOBACCO TO MINOR | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 |
| 62.01(15) D-VIOLATION OF MINOR'S SCHOOL | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 |
| 62.01(60) D-FAIL TO OBEY STOP/YIELD SIGN | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 |
| 63.01 - B D-SPEEDING 55 OR < (06-10) | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 |
| DY/62.01(1) DY/62.01(1) | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 |
| DY/62.01(109) DY/62.01(109) | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 |
| DY/62.01(2)-A DY/62.01(2)-A | 0 | 2 | 0 | 0 | 2 | 0 | 2 | 0 | 0 |
| DY/62.01(75) DY/62.01(75) | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 |
| DY/63.01-A DY/63.01-A | 0 | 1 | 0 | 0 | 0 | 1 | 1 | 0 | 0 |
| DY/63.01-B DY/63.01-B | 0 | 0 | 3 | 0 | 1 | 2 | 3 | 0 | 0 |
| DY/63.01-C DY/63.01-C | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 |
| DY/63.01-H DY/63.01-H | 0 | 0 | 2 | 0 | 2 | 0 | 2 | 0 | 0 |
| Total | 0 | 13 | 19 | 0 | 21 | 11 | 29 | 1 | 2 |

CITATION TYPE COUNT

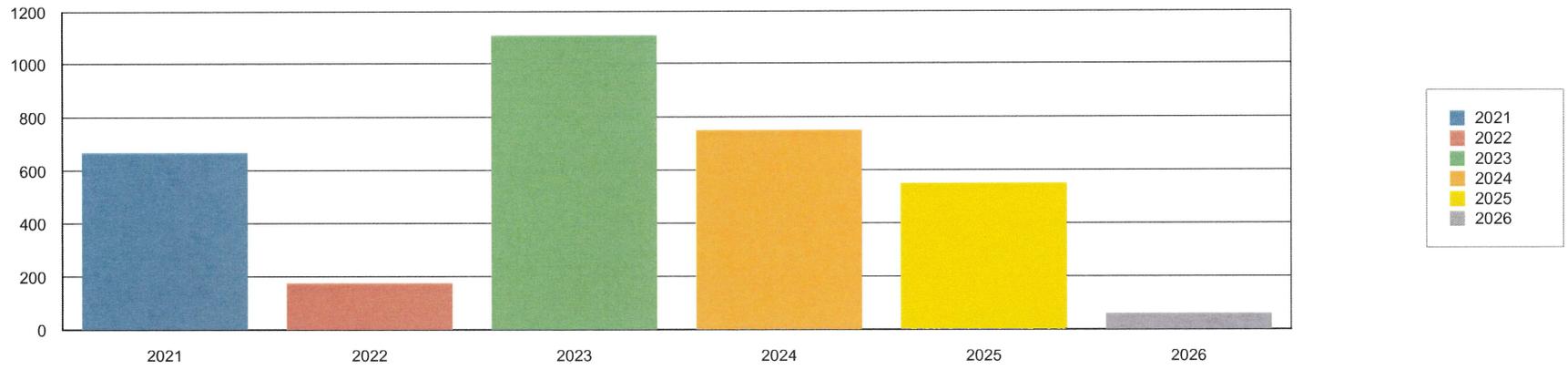
Item 15.



| Citations for the last 5 years | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | Total |
|--------------------------------|------|------|-------|------|------|------|-------|
| Traffic | 277 | 86 | 295 | 292 | 193 | 28 | 1,171 |
| Warning | 393 | 91 | 813 | 460 | 359 | 34 | 2,150 |
| Parking | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| Total | 670 | 177 | 1,109 | 752 | 552 | 62 | 3,322 |

Item 15.

CITATIONS PER YEAR



DYERSVILLE POLICE DEPT

Item 15.

Arrest Report

02/01/2026 thru 02/28/2026

| IBR Code | # of Arrests | *****SEX***** | | *****RACE***** | | | *****ETHNIC***** | |
|------------------------|--------------|---------------|----------|----------------|----------|----------|------------------|----------|
| | | Male | Female | Black | White | Other | Hisp | Non |
| 90Z-All Other Offenses | 1 | 1 | 0 | 0 | 1 | 0 | 0 | 1 |
| INFO-INFORMATION ONLY | 1 | 1 | 0 | 0 | 1 | 0 | 0 | 1 |
| Total | 2 | 2 | 0 | 0 | 2 | 0 | 0 | 2 |

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

| IBR Code | Count | % |
|--------------------------|----------|--------|
| 90Z - All Other Offenses | 1 | 50.00% |
| INFO - INFORMATION ONLY | 1 | 50.00% |
| Total | 2 | |

| Arrest for the last 5 years | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | Total |
|-----------------------------|------|------|------|------|------|------|-------|
| Total | 101 | 67 | 69 | 74 | 55 | 8 | 374 |

DYERSVILLE POLICE DEPT

Arrest Press Log

Item 15.

02/01/2026 @ 00:00 thru 02/28/2026 @ 23:59

Sorted By : Day & Time Juvenile Name & Address: NO

Name: INGLES,MASYN MICHAEL

Age: 20 Arrested: 02/05/2026 @ 20:06

Addr: 322 2ND AVE SE
DYERSVILLE, IA 52040

Sex: M Arresting Agency: DYERSVILLE POLICE DEPARTMENT

Location: 6TH ST SE/12TH AVE SE DYERSVILLE

| Code | Charge Description | Incident # | Warrant # |
|------------|--------------------------|------------|-----------|
| 321.218(1) | DRIVING UNDER SUSPENSION | 26-000490 | |

Name: DAVIS,ROWDY ROYCE

Age: 50 Arrested: 02/28/2026 @ 02:24

Addr: 117 NORTHERN AVENUE
EARLVILLE, IA 52041

Sex: M Arresting Agency: DYERSVILLE POLICE DEPARTMENT

Location: 504 2ND ST SE DYERSVILLE

| Code | Charge Description | Incident # | Warrant # |
|-----------|---------------------|------------|-----------|
| 123.46(2) | PUBLIC INTOXICATION | 26-000842 | |

Total number of Records Selected: 2

Memorandum

TO: City Council, Parks and Recreation Commission
From: Adam Huehnergath, Parks and Recreation Manager
RE: Monthly Directors Report February 2026
CC: Mick Michel, City Administrator
Date: March 16, 2026

MLB Pitch, Hit & Run:

This summer the Park & Recreation Commission decided to hold a MLB Pitch, Hit & Run event on July 1st at the Westside Park diamonds. With MLB coming back to Dyersville, we thought hosting something like this would bring some excitement. The participants are judged on hitting power, pitching accuracy and running speed. The top scorers have a chance to advance to regional competitions and then to a possible national one during the World Series. Last year a youth from Dubuque made it all the way to the World Series. We have been approved as a site and now I am getting the logistics organized for advertising the sign-ups. Look for that in the next couple weeks.

Baseball/Softball:

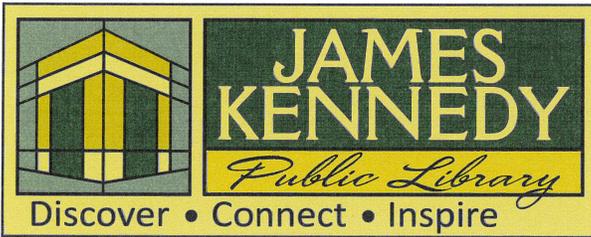
The baseball/softball season starts in six weeks! Our total numbers are down 20 kids total. Most of that decrease is the 8th grade class. Many decided to play for surrounding teams or to not play at all. We will have 22 teams in the four divisions playing Monday through Thursday starting April 20th. Many local recreational ball leagues are struggling around the popularity of travel ball but the Prairie League still has a strong base of participation.

The Prairie League board voted to continue the end of the season tournament held June 22nd-25th with most of the championship games held here in Dyersville. They also decided to extend the tournament to the A and B leagues of baseball that will be held July 6th-9th. In the past, every city hosted a tournament over a weekend but with competition from travel baseball, those fell to the wayside. The tournament was introduced to give those players a taste of tournament play.

With a break in the weather hopefully next week, the fields will be leveled and ready for practice. The other improvements (batting cages, fences and on-deck circles) will be completed in early April.

Trees Forever/Alliant Energy Grant:

With a partnership with the Dyersville Lions Club, we have been awarded a \$3000 grant for trees in 2026. We will order trees shortly and plant them on the west side of Westside Park by the large soccer field for shade. The rest will be placed around the Candy Cane playground and ball diamond areas. The day scheduled for planting will be Arbor Day Friday April 24th. The Lions Club and the Parks and Rec will work with the local grade schools to create a tree-planting event.



320 1st Ave E
Dyersville, Iowa 52040

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

Item 17.

librarian@dyersville.lib.ia.us

Web: www.dyersville.lib.ia.us

**James Kennedy Public Library
Report to the Mayor and City Council
March 16, 2026**

Highlights from the Librarian's Report to the Board of Trustees for February 2026 are:

- 6,589 items were checked out. This is a 12.7% decrease from February 2025. Fiscal year to date, circulation is down 0.2%.
- 24 library cards were issued to new patrons. Fiscal year to date, 203 new library cards have been issued.
- 89 programs were offered in person, virtually, remotely, and as activity kits. 2,393 people engaged with these activities. Year to date, program attendance is up 29.5%.
- Four public access computers and three children's computers were available and were used for 323 hours and 456 sessions. Year to date computers were used for 1,655 hours and 3,344 sessions.
- WiFi Use: 1,067 sessions, 870 visits, and 333 unique users. Year to date WiFi use included 8,468 sessions, 7,161 visits, and 1,586 unique users.
- There were 4,756 library visits. Year to date visits are up 2.5%.

Upcoming Events:

Enclosed please find a copy of the March events schedule, as well as a preliminary schedule of activities planned for April. Some of the events scheduled include the Bear Creek Carvers' Open House and demonstration, a STEAMfest with several different family friendly activities, and the start of a new monthly Pokémon Club. We are also planning special events for Drop Everything and Read month (April) and National Library Week (April 19 - 25). The Build-a-Basket Fundraiser is going well with 46 baskets donated and active bidding on most of them. The JKPL has partnered with Fuse for a new event – a Comedy Night event on March 27. Tickets are available now. And the spring Burrito Breakfast or Bowl fundraiser to kick off National Library week is scheduled for April 18.

Prepared by: Shirley Vonderhaar, Library Director

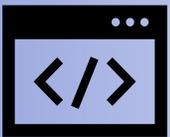
JAMES KENNEDY PUBLIC LIBRARY MONTHLY REPORT

Librarian's report to the Board of Trustees

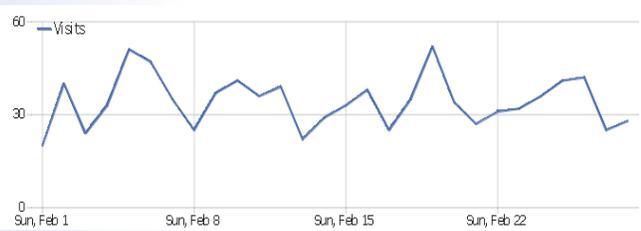
Month: February-26
 YTD: July-25 to February-26
 Previous YTD: July-24 to February-25

| | Library visits | | Items loaned | | Library cards issued | | |
|-------|----------------|-----------|--------------|-----------|----------------------|-------|----------|
| | | | | | City resident | Total | |
| Month | 4756 | (↑ 11.1%) | 6589 | (↓ 12.7%) | 14 | 24 | (↓ 4%) |
| YTD | 39099 | (↑ 2.5%) | 61483 | (↓ 0.2%) | 131 | 203 | (↓ 4.7%) |

Website traffic



| | |
|--------|------------------------|
| Visits | Average visit duration |
| 958 | 1:14 |



Computer use



| Month | Hours | | Month | Sessions | |
|-------|-------|-----------|-------|----------|-----------|
| | YTD | Prev. YTD | | YTD | Prev. YTD |
| 323 | 1655 | 1701 | 456 | 3344 | 3440 |

Wifi use



| Sessions | | Visits | | Unique visitors | |
|----------|------|--------|------|-----------------|------|
| Month | YTD | Month | YTD | Month | YTD |
| 1067 | 8468 | 870 | 7161 | 333 | 1586 |

Meeting room use



| Month | YTD | Prev. YTD |
|-------|-----|-----------|
| 58 | 603 | 488 |

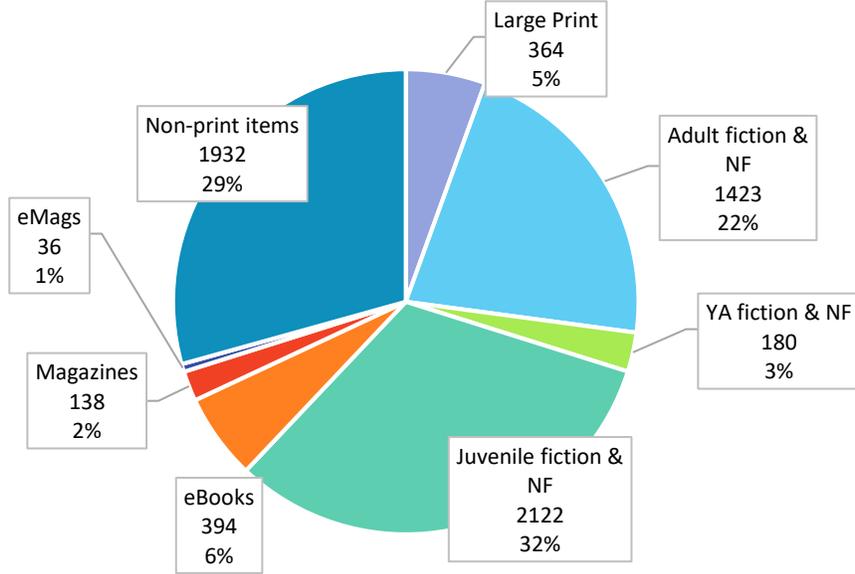
Online Learning

Sessions: 26
 YTD: 783

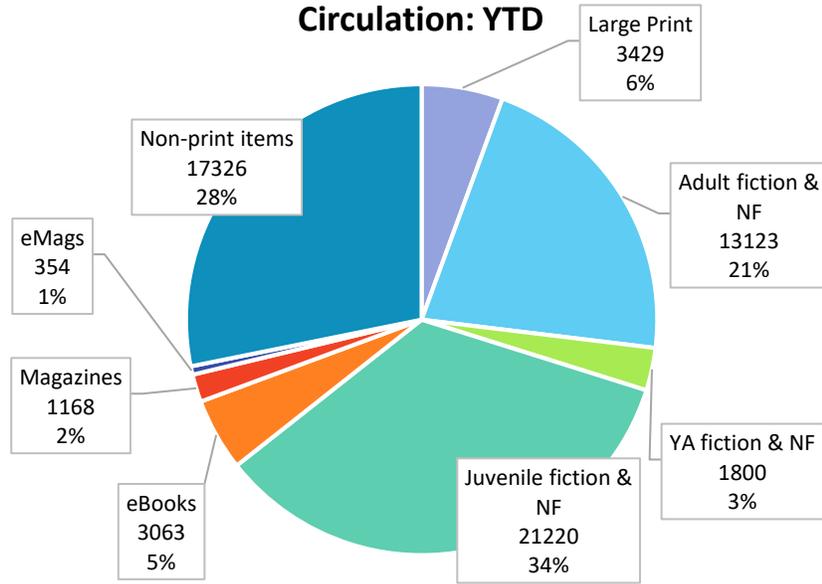


Circulation

Circulation: Month



Circulation: YTD



| Non-print items | Month | YTD |
|-----------------------|-------------|--------------|
| eAudio | 692 | 5421 |
| Adult & YA audio | 73 | 723 |
| Juvenile audio & kits | 21 | 174 |
| Adult & YA video | 484 | 5644 |
| Juvenile video & DVD | 299 | 2548 |
| Games, LoT, etc. | 363 | 2816 |
| | 1932 | 17326 |

Music

Downloads: 5
Total YTD: 26



Video (film and TV)

Downloads: 8
YTD: 103



Visits: 295
YTD: 1405



Languages

Sessions: 103
YTD: 402



Genealogy

Visits: 866
YTD: 3503



World Culture

Visits: 0
YTD: 30



Hobbies

Sessions: 50
YTD: 152



Sessions: 0
YTD: 0



Collection

Items purchased

Month: 144
YTD: 1745

Items donated

Month: 92
YTD: 397
Prev. YTD: 899

Items withdrawn

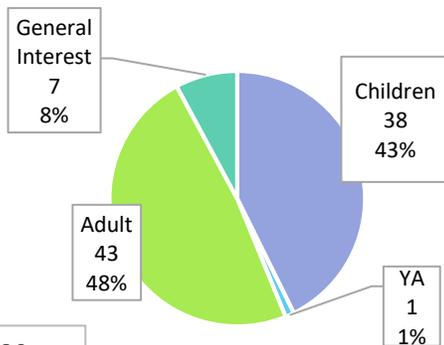
| | Month | YTD |
|--------------|------------|-------------|
| Books | 129 | 1609 |
| Audio | 0 | 3 |
| Video | 3 | 454 |
| Other | 22 | 83 |
| Total | 154 | 2149 |

Summary of additions

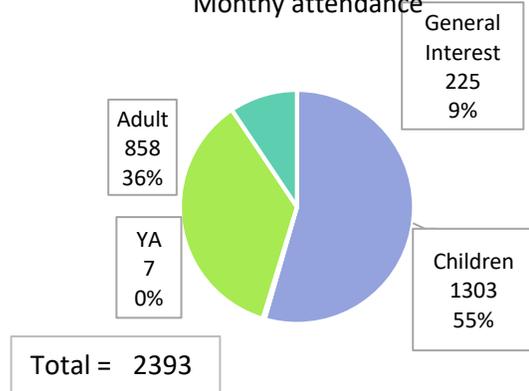
| | Large print | Adult fiction | Adult & YA NF | YA fiction | Juvenile fiction | Juvenile NF | eBook & eAudio | Adult & YA audio | Juvenile audio | Adult & YA video | Juvenile video | CDs, games, misc. | Total |
|----------------|-------------|---------------|---------------|------------|------------------|-------------|----------------|------------------|----------------|------------------|----------------|-------------------|-------|
| Current month | 13 | 64 | 27 | 12 | 53 | 5 | 14 | 2 | 0 | 20 | 7 | 19 | 236 |
| Previous month | 14 | 64 | 25 | 17 | 83 | 15 | 15 | 4 | 1 | 38 | 10 | 17 | 303 |
| Current YTD | 114 | 610 | 224 | 140 | 535 | 73 | 85 | 30 | 4 | 217 | 39 | 71 | 2142 |
| Previous YTD | 163 | 708 | 270 | 132 | 518 | 125 | 79 | 39 | 3 | 253 | 94 | 67 | 2451 |

Programs

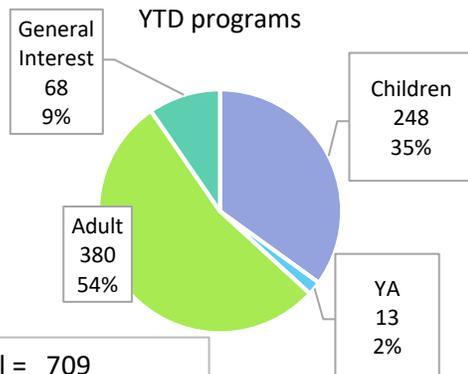
Monthly programs



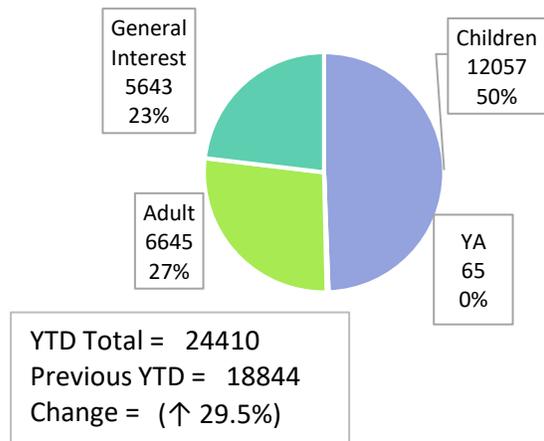
Monthly attendance



YTD programs



YTD attendance



MARCH 2026

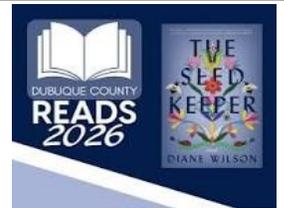
Build-A-Basket Fundraiser Silent Auction: March 2—29.

Organizations, businesses, and individuals have donated some amazing baskets this year and now is your opportunity to bid on them.

- All items are on display in the library and a photograph with a description of contents is posted on both the library's Facebook page and website at www.dyersville.lib.ia.us.
- Bids can be placed in person at the library, by calling the library, or emailing librarian@dyersville.lib.ia.us.
- The highest bid will be listed along with the photo of the item on the library's website. This list will be updated daily.
- Bidding in the Silent Auction runs March 2—29. Bidding by email and phone ends at 12pm on Sunday, March 29, while in-person bidding ends promptly at 3:00 pm on March 29.
- All funds raised are used to support library programs, collections, and services.

**Dubuque County Reads: March 1—April 23**

The James Kennedy Public Library is participating in the fourth annual Dubuque County Reads (DCR) book discussion along with other libraries and organizations in the county. The purpose of the DCR program is to facilitate events that encourage productive conversation around a common book, with the selected title aiming to invigorate community members and inspire dialog about important issues and topics. The selected title for 2026 is *The Seed Keeper* by Diane Wilson.



DCR book discussions and events will happen at various locations around the county between February 28—April 23. There will be 12 book discussions, 2 special events, and 4 related storytimes for children. Feel free to attend any and all discussions and events, at any location. All events are free and open to the public.

- The JKPL will hold a book discussion on Monday, March 16 at 6:00 pm.
- The JKPL will hold a children's storytime with the book *Berry Song* by Michaela Goade on Wednesday, March 25 @ 10:30 am.
- Author Diane Wilson will be at Steeple Square in Dubuque (101 East 15th Street) on Tuesday, March 24 at 6:30 pm.
- DCR will host a panel discussion featuring Indigenous leaders and advocates at the intersection of environmental justice and cultural survival working towards a more just and beautiful world. This event will be held at the Dubuque Museum of Art on Saturday, February 28 at 2:00 pm.

The book is available to borrow at each participating library, with the appropriate library card required. Digital copies or audiobooks may be available to borrow through your library as well. Alternatively, you can purchase a copy of the book from River Lights Bookstore in Dubuque for a discount. Each participating library has limited copies of the book to give away (Note: the JKPL is out of our free copies but other libraries may have a copy).

For more information about the book, a full list of participating libraries, and a schedule of all events go to: www.DBQREADS.org or scan the QR code.



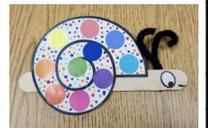
Children's Pretend Play Station: School: March 1—31. Area families are invited to come to the library and explore what it has to offer in School play!

Children's Scavenger Hunt: Alphabet Letters: March 1—31. Area children and their families are encouraged to participate in our "Alphabet Letters" scavenger hunt to earn a special prize! One prize per child per library visit.



Kids Can Craft: Alphabet Letter Robot: March 1—31. Kids of all ages are invited to stop in the library to build and color an Alphabet Letter Robot. Then turn your creation in at the front desk for an entry into the drawing for one of two Easter prize baskets! Limit is one entry per day. The winners will be announced in early April.

Creation Station Craft: Polka Dot Snail: March 1—31. Stop in and craft in the Creation Station at the library or grab a kit and create at home! This month's craft is a Polka Dot Snail made with a popsicle stick, a pipe cleaner, and dot stickers. Kits include how-to instructions plus all needed supplies except for glue, tape, and scissors. A video demonstration will also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.



Upcycled Greeting Card Kits: March 1—31. Want a unique card for someone special? Pick up one of these kits that use the front of an old greeting card combined with glue and cardstock to make an entirely new card. Each card kit includes a greeting card front with coordinating cardstock and an envelope. You will need to supply the glue. If crafting in the library, glue sticks may be borrowed from the desk. Kits are available while supplies last.

Coloring, Creating and Doing @ Your Library: March 1—31. 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 at least 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.

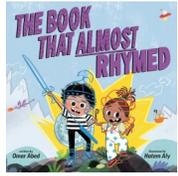
Get Puzzled @ Your Library: March 1—31. Stop in the library this month to help us put together a new jigsaw puzzle. This month's puzzle is *Iconic Landmarks of Ireland*. The puzzle is located on the table under the skylight and everyone is welcome to add a piece or two or more. Everyone who works on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

Item 17.

Adult Craft Kit: Fiddle Key Rings: March 1—31. Stop in and craft in the Creation Station at the library or grab a kit and create at home! This month's craft is fiddle key rings - a series of key rings hooked together and threaded with beads that you can fiddle with. These can be made into a keychain, a bookmark, or a bracelet! Kits include how-to instructions plus all needed supplies. A video demonstration will also be available to view on the JKPL Facebook and YouTube channel. Kits available at the front desk while supplies last. This kit is for adults only.



Westside Park StoryWalk®: "The Book That Almost Rhymed" by Omar Abed: March 1—31 (Continued from mid-February). 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. *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.*



Read Across America Day Craft: Monday, March 2 from 9:00 am—8:00 pm. Celebrate Dr. Seuss' birthday with a Cat in the Hat craft! The take-and-make craft kit is available at the front desk for one day only. Pick one up while supplies last!



Strength Training for Older Adults: Mondays and Thursdays, March 2, 5, 9, 12, 16, 19, 23, 26 & 30 @ 9:30 and 10:30 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.

Books for Lunch Book Discussion: Monday, March 2 @ 12:00 noon. This group gathers on the first Monday of each month at noon. This month the group will discuss *The Life Impossible* by Matt Haig. Copies of the book are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. The Zoom room is opened upon request. New members are welcome to join at any time. If you plan to attend via Zoom, please email the library at librarian@dymerville.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.

Genealogy with Ann: Monday, March 2 from 1:00—3:00 pm. Staff member Ann will be on hand to help you start, or continue to work on, your five-generation ancestor chart. Ann will also share information on free websites good for genealogy research. Attendees are encouraged to bring their own laptop, if they have one. Some library laptops will be available for use. Appointments with Ann can be made if that is more convenient.

"Superman"—An All-Abilities Movie Event: Monday, March 2 @ 5:30 pm. Superman must reconcile his alien Kryptonian heritage with his human upbringing as reporter Clark Kent. As the embodiment of truth, justice and the human way he soon finds himself in a world that views these as old-fashioned. This is the 2025 movie. Rated PG-13 (130 min.) Refreshments provided. Those under the age of 10 need an adult companion. Please note that this film may be shown with closed captioning enabled, ambient light and potentially other sensory friendly adjustments.



A New Lens on Dementia: Understanding the Impact of Visual Impairment: Tuesday, March 3 @ 1:00 pm

In this presentation, Alison Vanderpool, M.S.Ed bridges the gap between vision loss and cognitive care, offering a research-based look at supporting individuals living with both dementia and blindness. Attendees will gain insights into current statistics, evidence-based care strategies, and practical environmental adaptations designed for both professional and home-based caregivers.



Storytime: Wednesdays, March 4, 11, 18 & 25 @ 10:30 am & 6:30 pm. Join Ms. Andrea for Storytime, where children are introduced to two or three books, rhymes, songs and a movement activity. Storytime is open to all ages and abilities but geared for those 1-6 years old. An adult companion is required. No registration required. Storytime will be held weekly through March 25 and resumes April 15.



Sit & Stitch: Wednesdays, March 4, 11, 18 & 25 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. The Zoom room is opened upon request. New members are welcome to join at any time. If you wish to join virtually, please email librarian@dymerville.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.

Early Out Afternoons: Wednesdays, March 4, 11, 18 & 25 from 3:30—4:30 pm. School's out early on Wednesdays, so head to the library every week for special activities geared toward kids of all ages! Children under age 7 are welcome but must attend with a teen or adult companion. The dates and activities are: March 4—Paper/Yarn Weaving; March 11—LEGO Club; March 18—Sticker Paint Gumball Machine; and March 25—Book Bingo.



Kids Can Cook: Thursdays, March 5, 12 & 19 from 4:00—5:30 pm

Kids Can Cook will teach kids ages 10-12 basic kitchen skills and how to make healthy food choices. At the end of the school year, children who have participated in over half of the classes will receive an apron. The menu for March is: Muesli (5th), Takeout Style Sesame Noodles (12th), and Vegetable Stir Fry (19th).

- Classes will also be held April 2, 9 & 16 from 4:00—5:30 pm.
- Registration for each session is required as there is a limit of 12 children per session.
- A waiver signed by a parent or legal guardian must be on file for a child to attend.



This program is funded by Theisen's More for Your Community, Dymerville Area Community Foundation, Jeanne M. Coppola Endowment for Education Friends of the James Kennedy Public Library, and various library fundraising events.

Euchre Card Party: Fridays, March 6, 13, 20 & 27 from 1:00—3:30 pm. Join us Friday afternoons for Euchre in the Hoffman Room. Come meet, teach, and play with other players.

Item 17.

Dubuque Symphony Orchestra's Storytime Symphony: A Musical Journey Down the Mississippi River: Saturday, March 7 @ 10:00 am

Pack your imagination and join us for a musical adventure! Storytime Symphony takes young listeners on a journey down the mighty Mississippi River from Iowa and Illinois all the way to New Orleans. Featuring engaging stories, lively music, and interactive moments, this 45 minute program introduces children to orchestral music through storytelling and sound. This program is geared toward young children and their families but all are welcome; however, children under the age of 10 need an adult companion.

DUBUQUE
SYMPHONY
ORCHESTRA

Movies @ Your Library presents "Rental Family": Saturday, March 7 @ 1:00 pm. A down-and-out actor living in Tokyo is hired as a token American guy for a Japanese rental-family company, leading him on an unexpected journey of self-discovery through the roles he plays in other people's lives. Stars Brendan Fraser. Rated PG-13 (110 minutes).



Dungeons & Dragons Players Club: Saturday, March 7 @ 3:30 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 second Saturday 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 by 2:00 pm the day of the program to receive the server invite.



Adult Crafternoon: Coffee Filter Wreath: Monday, March 9 from 1:00—3:00 pm. Join us this month to make a floral wreath from a wire form and coffee filters, which you can decorate or leave white. All supplies will be provided. This program is intended for adults; however children over the age of 10 may attend with an adult companion.

Fun and Games with Paul: Dungeons & Dragons: Monday, March 9 from 3:30—5:30 pm. This month, come learn to play *Dungeons and Dragons*. Paul will teach players the basics of the game and play through a short scenario. Guests are welcome to come and go as they are able. Refreshments provided. This program is intended for members of the neurodivergent community, their families and caregivers, but all are welcome. Those under the age of 10 need an adult companion.



Inspirational Fiction: A Novel Approach to Faith Book Club: Tuesday, March 10 @ 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 *Just For The Summer* by Melody Carlson. 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 email dschrandt@dyersville.lib.ia.us by 6pm on the day of the program so a link to the Zoom room can be emailed to you.

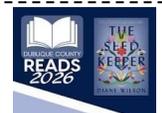
Mock-A-Movie Night for Teens: Friday, March 13 @ 6:00 pm

Join us for a night of terrible cinema, good food, and lots of fun mocking the movie! This evening we will be watching *Night of the Lepus* (PG-13): a terrible horror movie involving giant killer rabbits. Refreshments will be provided. For ages 12-18 only.



Bingo Party: Monday, March 16 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!

Dubuque County Reads Book Discussion: Monday, March 16 @ 6:00 pm. Join us to discuss the 2026 book selection for Dubuque County Reads—*The Seed Keeper* by Diane Wilson. Refreshments provided. All are welcome. Can't make it to this discussion? Check the Dubuque County Reads website (www.DBQREADS.org) for other book discussion dates around the county.



Create with Audrey—Decorate a Coaster: Thursday, March 19 from 6:00—7:30 pm and Friday, March 20 from 10:00 am—12:30 pm. Join Audrey on the 3rd Thursday and Friday of each month to create a cool craft or art project. This month we will be decorating mandala coasters. All supplies will be provided. This program is intended for adults of all-abilities. Children over the age of 10 may attend with an adult companion.



Bear Creek Carvers Open House and Demo: Saturday, March 21 from 10:00 am—2:00 pm

Members of the Bear Creek Woodcarving Club will be at the library to demonstrate carving techniques and display their carvings. Questions are welcome! Everyone is invited to stop in during this open house and view the carvers and their work.



Building Creativity One Block at a Time: a LEGO® program: Saturday, March 21 from 10:00—11:00 am. Join us for this monthly LEGO® program that is for children of all ages. Those under the age of 7 must be accompanied by an adult or older partner. 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. Sponsored by DuTrac Community Credit Union.



Fun with Virtual Reality: Sunday, March 22 from 1:30—2:30 pm. Come try out some of the Virtual Reality games the library can access with our Metaquest VR headsets. Come check out the ocean, play some drums and much more! Feel free to drop in as you are able. For ages 12 and up.

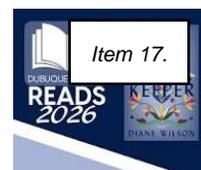


Strings Club: Monday, March 23 @ 6:00 pm. Do you have a ukulele, guitar or other string instrument that you would like to play more often? Then come join the JKPL Strings Club! Teen and adult musicians of all skill levels are welcome for this jam session facilitated by Gary Bramel. This group typically meets on the fourth Monday of each month. Registration is encouraged, but walk-ins are welcome as space allows. Please contact the library to register.

JKPL Writing Group: Tuesday, March 24 @ 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 contact the library by 5:30 pm on the day of the event.

Dubuque County Reads Author Event: Tuesday, March 24 @ 6:30 pm

Diane Wilson, author of *The Seed Keeper*, the Dubuque County Reads 2026 choice, will be visiting Dubuque to talk about her book and answer questions. All are welcome. This event will be held at Steeple Square (101 East 15th Street, Dubuque).



Dubuque County Reads Storytime: Wednesday, March 25 @ 10:30 am

Join Ms. Andrea for a special storytime that focuses on celebrating the Dubuque County Reads children's story, *Berry Song* by Michaela Goade. Every family who attends this special storytime receives a free copy of *Berry Song* to keep! This program is open to all ages and abilities but geared for those 1-6 years old. An adult companion is required. No registration required.

Health & Wellness 365 with the Northeast Iowa Area Agency on Aging: Thursday, March 26 @ 11:15 am. This month, we'll explore the many varieties of lentils and the health benefits they offer. Learn how to easily incorporate lentils and other plant-based proteins into your meals to support heart health, maintain muscle strength, and add delicious variety to your diet. Led by Nutritionist Colleen Lawler. There will be food samples to try. All are welcome.

Comedian / Magician Nathan Tricky Allen: Friday, March 27 @ 8:00 pm at Fuse!

Join us for this exciting 90 minute show supporting the James Kennedy Public Library to be held at Fuse in Dyersville (224 2nd Ave NE)! Show tickets are \$25 each and can be purchased at the JKPL, Fuse, or online through Leap. A portion of ticket sales and a percentage of food and drink sold that night will be donated to the library. Visit www.funnymagicshow.com for more information about the performer, This show is for adults. It is funny but not filthy (It's just the "right" amount of "wrong" according to the performer!). Seating begins at 7:00 pm.



STEAMFEST: Saturday March 28 from 9:30 am—2:30 pm. Join us at the JKPL for this special event and discover some of the exciting S.T.E.A.M. (science, technology, engineering, art, and music) activities available at the library! There will be different activities available throughout the day in different spaces of the library. Come for one or come for all! All ages welcome but those under the age of 8 require a teen or adult companion. STEAMFEST Schedule:



Games for All Ages: 9:30 am—2:30 pm. Join us for games for all ages, building blocks of all kinds, and even a life-sized Connect Four game!

Reverse Coloring and Ink Tracing: 9:30 am—2:30 pm. Reverse coloring and ink tracing pages will be available to pick up at the front desk for adults and older teens to enjoy wherever they choose in the library. Pens and markers may be borrowed as well, but should be returned when no longer needed.

Kids' Coloring: 9:30 am—2:30 pm. Drop in at the Creation Station at any time during the STEAMFEST to draw and/or color a flower or car for our Origami Frog Races' lily pad race track. This is a self-guided creative coloring activity for kids of all ages!

Origami Frog: 9:30 am—11:30 am. Hop on over and create an origami frog. When finished, have a frog race on a lily pad race track with other kids!

Snap Circuits: 9:30—11:30 am. See what electronic devices you can build using our Snap Circuit kits! These kits contain parts that snap to a grid board and allow participants to create a fan, a radio and much more! This activity is for those age 7 and up.

Button making: 9:30 am—12:30 pm & 1:00—2:30 pm. Buttons are a great way to show the world what you like. Visit this station to make a 2.25" pinback button reflecting your interest. Visitors will be able to design and color their button image, pick from some images already selected, or go online and find something specific to use.

S.T.E.A.M. Storytime: 10:30—11:00 am. Geared for kids ages 1-6, but all are welcome.

Magnet Painting: 11:00 am—1:00 pm. Children will explore how magnets work by using magnets to move paint-covered metal objects over a piece of paper to create a colorful piece of art. Magnet painting is recommended for preschool & kindergarten aged children, but all are welcome.

Shrinky Dinks: 12:30—2:30 pm. Come color your own Shrinky dinks, bake them, and watch what happens!

Robot Obstacle Course: 1:00—2:30 pm. Try your hand at coding to see if you can make a Dash Robot navigate an obstacle course! This activity is for those age 7 and up.

Used Book Sale: Saturday, March 28 from 9:30 am—2:30 pm

Did you miss the winter used book sale? Here is a second chance! Join us for this Friends of the Library used book sale in the basement of the James Kennedy Public Library. Come check out the variety of items including books, movies, audios and more! This sale is one day only!



Game Night @ Your Library: Saturday, March 28 from 4:00—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. Note: this program was moved in March due to a conflict with another event.

Build-A-Basket Fundraiser Closing Reception: Sunday, March 29 from 2:00—4:00 pm. Join us for refreshments and one last chance to bid on the baskets donated to the library for the Build-a-Basket Fundraiser! Many themed baskets, including puzzles, games, arts and crafts, family and kids activities, holiday, and more have been donated by area businesses, organizations and individuals. There is something for nearly every interest so be sure to come and take a peek and bid on your favorite. The silent auction will end at 3:00 pm sharp. These baskets make great gifts for yourself or someone you love! All proceeds will be used to support library collections and services.





**D.E.A.R. (Drop Everything And Read) Month
April 1–30
&
National Library Week
April 6–12**

April is Drop Everything and Read (D.E.A.R.) month, a national month-long celebration of reading designed to remind folks of all ages to make reading a priority activity in their lives. In April we also celebrate National Library Week. As we do every year, the JKPL will celebrate books, reading, and libraries all month long with various activities, events, and even a fundraiser! Check back for all the details. You won't want to miss what we're planning!

**Wildflower Hike at New Wine Park
Thursday, April 30 from 6:00–7:30 pm**

Walk along the trails at New Wine Park with a naturalist from Dubuque County Conservation and learn about the flowers that are currently blooming and interesting ways you can use these plants as well as their wildlife value.

- The trail we are hiking on will have uneven terrain and steep inclines, please be prepared for this by wearing appropriate footwear and clothing.
- All ages welcome, but those under the age of 16 need an adult companion.
- This event is brought to you through the partnership with the James Kennedy Public Library of Dyersville.
- Registration is appreciated, but not required.

**Pokemon Club
Monday, April 13 from 4:00–6:00 pm**

Drop in at this new monthly gathering to play some Pokemon and meet some fellow fans! Come learn, and play, the trading card game or video games with seasoned players. Meet some friends and do some card trading! This group meets the second Monday of each month. All ages welcome, but those under the age of 10 need an adult companion.

Movies @ Your Library
Free popcorn & soda for all who attend!

Hop (PG)

Monday, April 6 @ 6:00 pm
*All-Abilities movie showing

Zootopia 2 (PG)

Saturday, April 11 @ 1:00 pm

Song Sung Blue (PG-13)

Saturday, April 25 @ 12:30 pm

Breakfast Burrito Grab and Go Fundraiser: Saturday, April 18 from 9:00–11:00 am

Kick off National Library Week by stopping by the JKPL and enjoying a delicious breakfast burrito or bowl! \$8.00 gets you a delicious egg, sausage, hash brown and cheese burrito. Don't want a tortilla? You can choose a Burrito Bowl for the same price. Step into the Hoffman Community Room to get your breakfast and support your library! All proceeds from this fundraiser will be used to support library services and collections. A special Thank You goes to Fareway of Dyersville for supporting this fundraiser! Burritos available while supplies last.

Free Trees for Earth Day!

The JKPL is celebrating Earth Day again this spring by participating in the Annual Neighborhood Forest free tree program, whose aim is to provide free trees to kids every Earth Day.

- Parents can find more information and sign their children up to receive a tree at this link: <https://bit.ly/FreeTrees24>
- Trees (6 to 12 inches in size) will be delivered to the JKPL and families will be able to pick them up at the library around Earth Day (April 22).
- Planting instructions and species information will be emailed a few days prior to the trees arriving.
- **Deadline to register is March 15.**
- Donations can also be made at the same link.

Free Cucumber Seed Program!

The Dubuque County Extension Office, in partnership with the James Kennedy Public Library, is offering a Free Cucumber Seed Program to help educate local residents on how to grow a food crop to increase local food security.

- Program participants will receive 25 cucumber seeds and season long updates on good growing practices for raising cucumbers throughout the 2026 gardening season.
- **Registration is required by May 20, 2026.**
- More information and registration can be found at <https://bit.ly/dbqcucumber>

March 2026

| | Mon | Tue | Wed | Thu | Fri | Sat |
|--|---|--|--|---|--|--|
| 1 | 2 Read Across America Day craft kit from 9am-8pm Strength Training @ 9:30am & 10:30am Books For Lunch @ 12pm Genealogy with Ann from 1-3pm <i>Superman</i> (PG-13) @ 5:30 pm | 3 A New Lens on Dementia @ 1pm | 4 Storytime @ 10:30am & 6:30pm Sit & Stitch from 1-3pm Early Out Afternoons from 3:30-4:30pm | 5 Strength Training @ 9:30am & 10:30am Kids Can Cook from 4-5:30pm | 6 Euchre Card Party from 1-3:30pm | 7 DSO Storytime Symphony @ 10am <i>Rental Family</i> (PG-13) @ 1pm Dungeons & Dragons @ 3:30pm |
| 8 | 9 Strength Training @ 9:30am & 10:30am Adult Crafternoon from 1-3pm Fun & Games with Paul from 3:30-5:30pm | 10 A Novel Approach to Faith book club @ 7pm | 11 Storytime @ 10:30am & 6:30pm Sit & Stitch from 1-3pm Early Out Afternoons from 3:30-4:30pm | 12 Strength Training @ 9:30am & 10:30am Kids Can Cook from 4-5:30pm | 13 Euchre Card Party from 1-3:30pm Mock-A-Movie for Teens @ 6pm | 14 |
| 15 | 16 Strength Training @ 9:30am & 10:30am Bingo Party from 1-3pm Dubuque County Reads Discussion @ 6pm | 17 | 18 Storytime @ 10:30am & 6:30pm Sit & Stitch from 1-3pm Early Out Afternoons from 3:30-4:30pm | 19 Strength Training @ 9:30am & 10:30am Kids Can Cook from 4-5:30pm Create with Audrey from 6-7:30pm | 20 Create with Audrey from 10am-12:30pm Euchre Card Party from 1-3:30pm | 21 Bear Creek Carvers Open House from 10am-2pm Building Creativity One Block at a Time: a LEGO® program from 10-11am |
| 22 Fun with Virtual Reality from 1:30-2:30pm | 23 Strength Training @ 9:30am & 10:30am Strings Club @ 6pm | 24 JKPL Writing Group @ 6:30pm Dubuque County Reads Author Event @ 6:30 pm | 25 Dubuque County Reads Storytime @ 10:30am Sit & Stitch from 1-3pm Early Out Afternoons from 3:30-4:30pm Storytime @ 6:30pm | 26 Strength Training @ 9:30am & 10:30am Health & Wellness 365 @ 11:15am | 27 Euchre Card Party from 1-3:30pm Comedian/Magician Nathan "Tricky" Allen @ 8pm | 28 STEAMFEST from 9:30am-2:30pm Used Book Sale from 9:30am-2:30pm Game Night from 4-6pm |
| 29 Build-A-Basket Fundraiser Closing Reception from 2-4pm | 30 Strength Training @ 9:30am & 10:30am | 31 | | <p>March 1—31</p> <ul style="list-style-type: none"> • Coloring, Creating, & Doing • Upcycled Cards kits • Get Puzzled • Fiddle Key Rings craft kits for adults | | <p>March 1—31</p> <ul style="list-style-type: none"> • Craft an Alphabet Letter Robot • Children's Pretend Play Station & Scavenger Hunt • StoryWalk® • Poka dot snail craft kits for kids |

Build-A-Basket Silent Auction begins



Upcoming Events for APRIL 2026

Free Cucumber Seed Program! The Dubuque County Extension Office, in partnership with the James Kennedy Public Library, is offering a Free Cucumber Seed Program to help educate local residents on how to grow a food crop to increase local food security. Program participants will receive 25 cucumber seeds and season long updates on good growing practices for raising cucumbers throughout the 2026 gardening season. Registration is required by May 20, 2026. More information and registration can be found at <https://bit.ly/dbqcucumber>

D.E.A.R. (Drop Everything And Read) Month - Dyersville Book Scavenger Hunt: April 1-30. April is Drop Everything and Read (D.E.A.R.) month, a national month-long celebration of reading designed to remind folks of all ages to make reading a priority activity in their lives. To celebrate this year, the JKPL has again partnered with local businesses for a fun D.E.A.R. month scavenger hunt! Can you match the book with the business? Pick up a scavenger hunt form at the library or print one off from the library's website. The scavenger hunt form features pictures of book covers and each participating business in Dyersville has one of the book covers posted in their business window or inside their business. Match the book with the business then turn your completed forms into the library before May 1 to get entered into the prize drawing for one of several gift baskets. You get to choose which basket! Entries with at least 1/2 of the books / businesses identified correctly will receive one entry into the drawing. Get them all right to earn two entries!

D.E.A.R. (Drop Everything And Read) Month: Reading Recommendations: April 1-30. JKPL staff, board members, and volunteers are celebrating D.E.A.R. month with videos and social media posts highlighting what they are dropping everything to read. Titles will be posted throughout the month on the library's social media. Want to join in the fun? Please share what book you dropped everything to read!

Yard Signs: Love Your Library: April 1-30. The JKPL has yard signs that say "I Love My Library" available for free! Signs are 18" x 24", vinyl, reusable, and come with a ground stake. Yard signs are available while supplies last. Already have one of these signs? Now's the time to put it up. Put a sign in your yard and let everyone know you love the library!

Children's Pretend Play Station: Auto Shop: April 1-30. Area families are invited to come to the library and explore what it has to offer in Auto Shop play!

Children's Scavenger Hunt: Cars: April 1-30. Area children and their families are encouraged to participate in our "Cars" scavenger hunt to earn a special prize! One prize per child per library visit.

Kids Can Craft: Cars Poem: April 1-30. Kids of all ages are invited to stop in the library to write a poem about cars and/or color a car. Every poem or car design that is turned in qualifies the artist for an entry into the drawing for a prize basket. Limit is one entry per day. The winner will be announced in early May.

Creation Station Craft: April 1-30. Stop in and craft in the Creation Station at the library or grab a kit and create at home! This month's craft tbd. Kits include instructions plus all needed supplies except for glue and scissors. A video demonstration will also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.

Upcycled Greeting Card Kits: April 1-30. Want a unique card for someone special? Pick up one of these kits that use the front of an old greeting card combined with glue and cardstock to make an entirely new card. Each card kit includes a greeting card front with coordinating cardstock and an envelope. You will need to supply the glue. If crafting in the library, glue sticks may be borrowed from the desk for in-library use. Kits are available while supplies last.

Adult Craft Kit: Cloth Wrapped Wreath: April 1-30. Stop in and craft in the Creation Station at the library or grab a kit and create at home! This month's craft is a cloth wrapped wreath. Kits include how-to instructions plus all needed supplies. A video demonstration will also be available to view on the JKPL Facebook and YouTube channel. Kits available at the front desk while supplies last. This kit is for adults only.

Coloring, Creating and Doing @ Your Library: April 1-30. 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 at least 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.

Get Puzzled @ Your Library: April 1-30. Stop in the library this month to help us put together a new jigsaw puzzle. This month's puzzle is *Readers' Paradise*. 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.

Westside Park StoryWalk®: "Pigs Dig a Road" by Carrie Finison: April 1-30. 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. 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.

Sit & Stitch: Wednesdays, April 1, 8, 15, 22 & 29 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. The Zoom room is opened upon request. New members are welcome to join at any time. If you wish to join virtually, please email 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.

Early Out Afternoons: Wednesdays, April 8, 15, 22 & 29 from 3:30-4:30 pm. School's out early on Wednesdays, so head to the library every week for special activities geared toward kids of all ages! Children under age 7 are welcome, but must attend with a teen or adult companion. The dates and activities are: April 8- Mini Bookcases; April 15- LEGO Club; April 22- Writing, Drawing and Coloring; and April 29- Book Bingo.

Strength Training for Older Adults: Mondays and Thursdays, April 2, 6, 9, 13, 16, 20, 23, 27 & 30 @ 9:30 and 10:30 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.

Euchre Card Party: Fridays, April 3, 10, 17 & 24 from 1:00-3:30 pm. Join us Friday afternoons for Euchre in the Hoffman Room. Come meet, teach, and play with other players.

Building Creativity One Block at a Time: a LEGO® program: Saturday, April 4 from 10:00-11:00 am. Join us for this monthly LEGO® program that is for children of all ages. Those under the age of 7 must be accompanied by an adult or older partner. 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. Sponsored by DuTrac Community Credit Union.

Sunday, April 5: Library is closed for Easter

Books for Lunch Book Discussion: Monday, April 6 @ 12:00 noon. This group gathers on the first Monday of each month at noon. This month the group will discuss *Braiding Sweetgrass* by Robin Kimmerer. Copies of the book are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. The Zoom room is opened upon request. New members are welcome to join at any time. If you plan to attend via Zoom, please email 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.

Genealogy with Ann: Monday, April 6 from 1:00-3:00 pm. Staff member Ann will be on hand to help you start, or continue to work on, your five-generation ancestor chart. Ann will also share information on free websites good for genealogy research. Attendees are encouraged to bring their own laptop, if they have one. Some library laptops will be available for use. Appointments with Ann can be made if that is more convenient.

“Hop” – An All-Abilities Movie Event: Monday, April 6 @ 6:00 pm. He was destined to be the Easter Bunny, but all he wanted to do was rock! When teenage E.B. leaves for Hollywood in pursuit of his dream to become a rockstar drummer, he meets Fred, an out-of-work slacker with his own lofty goals. Together the two encounter a series of hilarious mishaps and misadventures and in the end help each other recognize the importance of family. Rated PG (96 min.) Refreshments provided. Those under the age of 10 need an adult companion. Please note that this film may be shown with closed captioning enabled, ambient light and potentially other sensory friendly adjustments.

Kids Can Cook: Thursdays, April 9, 16 & 23 from 4:00-5:30 pm. Kids Can Cook will teach kids ages 10-12 basic kitchen skills and how to make healthy food choices. The first ten minutes of each class will focus on kitchen safety and introductory cooking information, such as how to read a recipe. The remainder of each class will be hands-on learning, cooking, and cleaning up. Kitchen safety and cleanliness will be emphasized. The menu for April is Shrimp Scampi (9th), Strawberry Spoon Cake (16th), and Sioux City Style Loose Meat Sandwiches (23rd). Registration for each session is required as there is a limit of 12 children per session. A waiver signed by a parent or legal guardian must be on file for a child to attend. *This program is funded by Theisen’s More for Your Community, Dyersville Area Community Foundation, Jeanne M. Coppola Endowment for Education, the Friends of the James Kennedy Public Library, and various library fundraising events.*

Family Movies @ Your Library presents “Zootopia 2”: Saturday, April 11 @ 1:00 pm. Brave rabbit cop Judy Hopps and her friend Nick Wilde, the fox, team up again to crack a new case, the most perilous and intricate of their careers. Rated PG (108 minutes).

Dungeons & Dragons Players Club: Saturday, April 11 @ 3:30 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 second Saturday 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 by 2:00 pm the day of the program to receive the server invite.

Adult Crafternoon - Diamond Art: Monday, April 13 from 1:00-3:00 pm. Join us this month for Diamond Art. Choose between a butterfly on a stake or a corner bookmark. This program is intended for adults; however children over the age of 10 may attend with an adult companion.

Pokémon Club: Monday, April 13 from 4:00–6:00 pm. Drop in at this new monthly gathering to play Pokémon and meet some fellow fans! Come play, or learn, the trading card game or video games with seasoned players. Meet some friends and do some card trading. All ages welcome; however, those

under the age of 10 need an adult companion. This group meets on the 2nd Monday of each month.

Inspirational Fiction: A Novel Approach to Faith Book Club: Tuesday, April 14 @ 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 Girl Who Could Breathe Under Water* 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 email dschrandt@dyersville.lib.ia.us by 6pm on the day of the program so a link to the Zoom room can be emailed to you.

Storytime: Wednesdays, April 15, 22 & 29 @ 10:30 am & 6:30 pm. Join Ms. Andrea for Storytime, where children are introduced to two or three books, rhymes, songs and a movement activity. Storytime is open to all ages and abilities but geared for those 1-6 years old. An adult companion is required. No registration required. Storytime will be held weekly through May 27 and resumes June 10.

Create with Audrey - Cupcake Liner Flower Banners: Thursday, April 16 from 6:00-7:30 pm and Friday, April 17 from 10:00 am-12:30 pm. Join Audrey on the 3rd Thursday and Friday of each month to create a cool craft or art project. This month we will be making floral banners out of mini cupcake liners. This program is intended for adults of all-abilities. Children over the age of 10 may attend with an adult companion.

Breakfast Burrito Grab and Go Fundraiser: Saturday, April 18 from 9:00-11:00 am. Kick off National Library Week, April 19 - 25, by stopping by the JKPL and enjoying a delicious breakfast burrito or bowl! \$8.00 gets you a delicious egg, sausage, hash brown and cheese burrito. Don't want a tortilla? New this year you can choose a Burrito Bowl for the same price. Step into the Hoffman Community Room to get your breakfast and support your library! All proceeds from this fundraiser will be used to support library services and collections. A special Thank You goes to Fareway of Dyersville for supporting this fundraiser! Burritos available while supplies last.

Nerf War @ Your Library: Saturday, April 18 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.

National Library Week – Find Your Joy: April 19-25 to discover happiness and valuable resources at their local libraries April 6-12. "Find Your Joy," is an invitation for people of all backgrounds to explore and discover what sparks joy in them at the library. Join us at the JKPL this National Library Week as we celebrate. Activities to be decided.

Bingo Party: Monday, April 20 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!

Rhythm & Pep with Author Daniel Henderson: Tuesday, April 21 @ 1:30 pm. Join author Daniel Henderson and learn the true story of two Iowa coal miners, named Carl and Earl Pearson, who had a dream. They came out of their father's coal mines near Clarinda, Iowa and became famous vaudeville stars in the 1920s. Their acrobatic dance routine took them to the top of Broadway entertainment at the Palace Theatre. Copies of Henderson's book, *Rhythm & Pep: The Vaudeville Career of the Pearson Brothers*, will be for sale by the author.

Health & Wellness 365 with the Northeast Iowa Area Agency on Aging: Thursday, April

23 @ 11:15 am. Nutrition Specialist Colleen Lawler will present. There will be food samples to try. All are welcome.

Game Night @ Your Library: Friday, April 24 from 6:00-8:00 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.

Movies @ Your Library presents “Song Sung Blue”: Saturday, April 25 @ 12:30 pm. Based on an incredible true story, Mike and Claire are two down-on-their-luck musicians who form a Neil Diamond tribute band called Lightning and Thunder. Soon they rise from garage and dive bar gigs to unexpected hometown stardom. When tragedy strikes, their love for each other, and passion for music, give them the strength to overcome hardships, rediscover hope, and inspire everyone around them. Rated PG-13 (131 minutes).

Strings Club: Monday, April 27 @ 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 Gary Bramel. This group typically meets on the fourth Monday of each month. Registration is encouraged, but walk-ins are welcome as space allows. Please contact the library to register.

JKPL Writing Group: Tuesday, April 28 @ 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 contact the library by 5:30 pm on the day of the event.

Wildflower Hike at New Wine Park: Thursday, April 30 from 6:00-7:30 pm. Walk along the trails at New Wine Park as a naturalist from Dubuque County Conservation guides you to look at the forest floor closely. Learn about the flowers that are currently blooming, their wildlife value, and interesting ways you can use these plants. The trail we are hiking on will have uneven terrain and steep inclines, please be prepared for this by wearing appropriate footwear and clothing. All ages welcome, but those under the age of 16 need an adult companion. This event is brought to you through a partnership with the James Kennedy Public Library of Dyersville. Registration appreciated, but not required.

To: Mayor Jacque and City Council Members
Cc: Mick Michel, City Administrator
From: John F. Wandsnider, PE – Public Works Director/City Engineer
Date: March 11, 2026
Subject: Public Works Report: February 12 – March 10, 2026

Things have been operating well over the last month or so in Public Works.

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

The streets and fleets arm of Public Works is doing an excellent job with normal winter activities in the operations and maintenance of Dyersville’s pavement and drainage systems and equipment. We have been experiencing fairly dry conditions, though another storm is due this weekend. As time and conditions allow, we have been filling pot-holes and repairing and maintaining equipment.

We reactivated the street sweeper and have been cleaning the streets, concentrating primarily on the parade and ‘gallop’ routes this week. We plan to have the flags up, traffic-control devices, and ‘no parking’ signs out in time for the events – hopefully the wind will die down enough to keep from losing them.

Operation and Maintenance of Drinking Water Delivery and Wastewater Disposal Systems

The drinking water source, storage, treatment, and distribution systems are serving the city well. The wastewater collection, pumping, treatment, and disposal systems are also operating well. Dyersville’s Water and Wastewater operators are doing an excellent job keeping everything functioning smoothly, as best they can.

We did have another water main leak over the last month. Please refer to the Water and Wastewater reports for February, below.

Improvement and Expansion Projects (new information in bold)

2nd Avenue SE Resurfacing (added 2/26)

The application for the \$250,000 grant through ECIA went out on-time this week – we expect to hear back over the next month or so.

Olde Castle Road Utilities Extension (added 12/25)

We are moving forward with the preparation of easement documents and finalizing the construction plans for extending the sewer across Olde Castle Road to a manhole. We intend to be ready to forward to the Iowa DNR for a construction permit within a few weeks.

Westlinden Lift Station (added 7/25)

Funding has been secured and this project is moving forward with design.

1st Street SW Rehabilitation (added 6/25)

On-hold for the moment.

3rd Avenue SW Bridge Replacement (added 2/25)

The City has applied for a grant through the Iowa DOT to replace this bridge.

Castle Hill – 4th Addition (added 7/24)

Work continues on the rest of the 4th Addition. **The wet utilities have been completed (see photos of water main construction, below). Construction of the culverts and street pavement is beginning soon.**



1st Avenue West - Old Highway Road - Improvement (Added 2/24)

A PreConstruction conference took place in late February. Work is expected to begin right around the first of April, again, weather-permitting.

Downtown Streetscape Rehabilitation (Added 4/23)

The rehab is nearly completed. We will be replacing the failing caulk in the Spring.

Downtown Businesses Accessibility – (Added June, 2021)

There is a need for a ramp on 2nd Avenue NE that is under consideration.

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

A map showing areas requiring attention has been prepared by the engineer. Work is expected **in the Spring**. A live streaming camera of the site is available for viewing at: <https://video.nest.com/live/G4AGPm8tkR>

- END -

Memorandum

To: Mayor, City Council Members and City Administrator

From: Terry Recker, Water Operator

Date: March 6th, 2026

Subject: **Water Operation February 2026 Report**

Water Pumped

| | |
|------------------------------|--------------------|
| Total Water Pumped for Month | 12,047,000 Gallons |
| Average Pumped per Day | 430,000 Gallons |
| Maximum Daily Pumped | 567,000 Gallons |

Chlorine Testing

| | |
|--|-----------|
| Average Free Chlorine in the System – | 1.86 mg/l |
| Average total Chlorine in the System - | 2.00 mg/l |

Polyphosphate

| | |
|--------------------------------|-----------|
| Average Residual at Well #4 | 0.96 mg/l |
|--------------------------------|-----------|

Water Call Outs

0 for the month
 Total for the year – 0

Water Main Breaks

1 for the month
 Total for the year – 2

Water Activities

48 - Line Locates Completed
 44 - 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. There was just one water main leak this month on February 6th. What we thought was a service line leak at 621 9th Ave SE turned into being a shear on the city’s water main. The homeowner hired Demmer Dirt Company to fix the service line, but when we discovered it was a water main we had Demmer complete the repair. (See pictures below). We also replaced a leaking main valve on 10th Ave and 6th St SE on February 12th. Krapfl Construction completed that task.

Water Operator in Charge,
 Terry Recker



Memorandum

To: Mayor, City Council Members and City Administrator

From: Wastewater Operator

Date: March 11, 2026

Subject: Wastewater Operations –

Influent Flows

Total Treated for Month 12,946,000 Gallons
 Average Flow per Day 462,000 Gallons
 Maximum Daily Flow 578,000 Gallons
 Average Influent Biochemical Oxygen Demand 335mg/l
 Plant loading pounds per day of 1367lbs. plant design loading 2400 lbs. per day
 Average Influent Total Suspended Solids 235mg/l.
 Plant loading pounds per day 942lbs. plant design loading 3600 lbs. per day.
 Average Influent Total Nitrogen 43.6mg/l
 Plant loading pounds per day 191lbs.
 Average Influent Phosphorous 7.3mg/l.
 Plant loading pounds per day 32lbs.

Effluent Testing

| | | |
|--------------------------|------------------|------------------------------|
| C.B.O.D. Monthly Average | 4 mg/l | Limit - 25 mg/l |
| T.S.S. Monthly Average | 5.3 mg/l | Limit - 30 mg/l |
| Ammonia Monthly Average | 9.28 mg/l | Limit -14.9 mg/l |
| Total Nitrogen | 35 lbs. per day | Yearly Average 88lbs per day |
| Phosphorus | 4.6 lbs. per day | Yearly Average 24lbs per day |
| E-coli | mg/l | Limit 126 MPN |

Sewer Call Outs – 0 for the month at the Treatment Plant.
 Total for the year – 0

February had some cold spells that again brought on some icing issues with the oxidation ditch which caused some higher testing results this month which did cause us to fall out of compliance. For the month of February our daily maximum amount for ammonia nitrogen is 16.2 mg/l and 149.0 lbs./day and monthly average 14.9 mg/l and 91 lbs./day. On 02/24/26 we had 18.3mg/l with a daily flow of 344,000 gallons for 52.5lbs/day. And on 02/25/26 we 19.7mg/l with a daily flow of 308,000 for 50.6lbs/day. We did do our 24hrs call in for noncompliance with our permit and talked with the DNR about it and you need to meet both mg/l and lbs./day. If you meet one and not the other, you are still in compliance with the permit. We have completed our 5-day written report for both days and have submitted them. Then for the month we ended with 13.4mg/l and 35.7lbs/day which we would be compliant with those results.

We received our Toxicity results back on 02/10 that were sampled on 01/27/26 and it was a pass. With that we won't have to test again until Jan 2027. And with the weather starting to warm up we are getting things ready for spring.



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 www.cityofdyersville.com

Memorandum

TO: Mayor Jeff Jacque and City Council
 From: Mick J. Michel, City Administrator
 RE: City Administrator's Report
 Date: March 13, 2026

I am pleased to present the monthly report outlining the progress made on ongoing commitments, priority projects, and initiatives aligned with the goals outlined in our 2025-2026 agenda.

1. **Residential Developments:** Castle Hills Development is continuing with its final phase construction. Staff coordination over the past month has concentrated on utility and drainage issues related to this phase. I am organizing a meeting with the engineering consultant to review the SW Stormwater Improvement Plan and discuss long-term drainage requirements in the area.
2. **Professional Ballpark Project:** The project remains active. City staff continue to assist as needed, especially with infrastructure coordination, permitting questions, and utility-related items as construction progresses.
3. **Economic Development:** I am continuing to collaborate with the City's TIF attorney on several potential projects, including an initial review of development concepts and background analysis to prepare for starting formal TIF proceedings later this spring.
4. **Industrial Park RISE Roadway Project:** The project is now complete. The City is working with Iowa DOT to finalize reimbursement documentation. Staff continues to coordinate efforts regarding a subcontractor payment issue.
5. **FY 2027 Budget:** The FY 2027 budget has been finalized and submitted to the City Council. Staff has started preparing for upcoming budget work sessions and the public hearing process.
6. **BUILD Grant:** The FY 2026 BUILD Grant application has been submitted. HDR Engineering completed final revisions to the Benefit-Cost Analysis, and confirmation was received that the application window has closed.

7. **Insurance Schedule Policy:** An Insurance Schedule Policy was prepared, formatted, and routed for City Council review and consideration.
8. **Small City STBG Grant Application:** I assisted the Public Works Director with preparation of the RPA 8 Small City STBG grant application, including review and Refinement of narrative sections before submission.

March 13, 2026

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

RE: Adoption of the Insurance Schedule Policy

Dear Honorable Mayor Jacque and Council Members:

I am writing to recommend the adoption of the City of Dyersville Insurance Schedule Policy, which is presented for your consideration. This letter explains the policy, why we need it, how it was developed, and what it will mean for everyday city operations.

Currently, the City of Dyersville does not have a formal, written policy that spells out the minimum insurance requirements for the people and businesses with which we do business. When we enter into a contract, issue a permit, approve a lease, or authorize work on city property, we need to ensure the other party has adequate insurance to protect the city. Without a written standard, those requirements have been handled on a case-by-case basis, which creates inconsistency and risk. The Insurance Schedule Policy closes that gap by putting clear, written requirements in one place.

The policy was developed through a collaborative effort. Our city insurance representatives, Council Member DeSousa, and I met to discuss the best path forward to protect the city's interests and preserve the governmental immunities available to the city under Iowa Code Section 670.4. We concluded that Dyersville needs a formal policy that establishes minimum insurance requirements for every category of business relationship the city enters into.

An important goal in developing this policy was consistency with the communities around us. We wanted the insurance schedules to be similar to those used by adjoining communities in Dubuque County. The reason is practical: many of the contractors, vendors, and service providers who work with Dyersville also work with neighboring cities. By aligning our requirements with those of surrounding communities, we make it easier for vendors to understand what is expected of them. They will recognize the schedules, the coverage types, and the endorsement requirements because they are similar to what they already see elsewhere in the

county. In short, we did not want to reinvent the wheel. We wanted a policy that is thorough, legally sound, and familiar to the people and/or businesses who will need to comply with it.

The policy itself contains twenty schedules, labeled A through U (with no Schedule T). Each schedule covers a different type of business relationship. For example, Schedule A covers lessees of city property and right-of-way licensees. Schedule F covers general contractors and subcontractors performing construction or maintenance work. Schedule G covers vendors and service providers. Schedule E covers special event permits. Other schedules address specialized situations such as pollution haulers, towing services, marina operators, professional services, and technology providers. Each schedule sets out the minimum insurance coverage types, the required limits, and the specific endorsements the other party must provide before work begins or a document is signed.

Every schedule requires that the City of Dyersville, including all its elected and appointed officials, employees, volunteers, boards, commissions, and authorities, be named as an Additional Insured on the other party's policy. Every applicable schedule also requires a Preservation of Governmental Immunities Endorsement, which is important because it protects the city's legal defenses under Iowa Code Section 670.4. Without that endorsement, naming the city as an additional insured could waive the governmental immunity protections the law provides. The endorsement language is included in the policy and is consistent across all schedules.

The policy also establishes clear procedures for submitting, reviewing, approving, and tracking certificates of insurance. Department Heads are responsible for identifying the correct schedule and transmitting it to the contractor or vendor. The City Administrator reviews and approves all certificates of insurance before work can begin. The City Clerk maintains a master log of all active certificates and monitors expiration dates. If a certificate lapses, the policy provides a process for issuing a cure notice and suspending work until coverage is restored. These procedures ensure that no contract, permit, or lease moves forward without verified insurance in place.

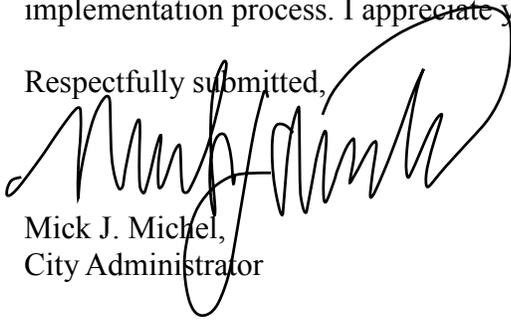
I want to be straightforward with you: initially, this will be a significant amount of work for staff to pull together. We will need to review our existing contracts, leases, and vendor relationships and bring them into compliance with the new schedules. Department Heads will need to learn the schedule selection process and integrate it into their workflows. The City Clerk will need to set up the master certificate log and tracking system. There will be a period of adjustment as we work through the backlog and get everyone on the same page.

That said, we believe this is good public policy and good risk management. Once the system is in place, it will actually make things easier and more efficient. Staff will have a clear, written standard to follow, rather than making judgment calls on a case-by-case basis. Vendors will know what to expect because the requirements will be consistent and predictable. And most importantly, the city will be better protected against liability exposure in every business relationship we enter into.

I recommend that the City Council adopt the Insurance Schedule Policy. The resolution authorizes the City Administrator to administer the policy, including reviewing and approving certificates of insurance, modifying individual schedules as conditions warrant, and enforcing insurance requirements for all parties doing business with the city.

I am available to answer any questions you may have about the policy, the schedules, or the implementation process. I appreciate your consideration of this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mick J. Michel", written over the typed name and title.

Mick J. Michel,
City Administrator

RESOLUTION NUMBER 22-26

A RESOLUTION ADOPTING THE INSURANCE SCHEDULE POLICY FOR THE CITY OF DYERSVILLE

WHEREAS, the City of Dyersville is authorized under Iowa Code Chapter 364 to adopt policies necessary and proper for the governance of city affairs and the protection of the health, safety, and welfare of the public; and,

WHEREAS, Iowa Code Section 364.4 authorizes cities to assess and manage risk, and the City regularly enters into contracts, leases, licenses, permits, and agreements that expose the City to potential liability; and,

WHEREAS, the City Administrator has prepared an Insurance Schedule Policy establishing minimum insurance requirements for all parties doing business with the City of Dyersville, including twenty (20) schedules covering lessees, contractors, vendors, special events, professional services, haulers, marina operators, and other categories of risk; and,

WHEREAS, the Insurance Schedule Policy requires that the City of Dyersville, including all its elected and appointed officials, employees, volunteers, boards, commissions, and authorities, be named as an Additional Insured, and that each applicable schedule include a Preservation of Governmental Immunities Endorsement consistent with Iowa Code Section 670.4; and,

WHEREAS, the City Council has reviewed the Insurance Schedule Policy and finds that its adoption is in the best interest of the City of Dyersville and its residents; and,

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

Section 1. The City Council hereby adopts the attached Insurance Schedule Policy, a copy of which is attached hereto and incorporated by reference.

Section 2. The City Administrator is hereby authorized and directed to administer the Insurance Schedule Policy, including the review and approval of certificates of insurance, the modification of individual schedules as provided in the Policy, and the enforcement of insurance requirements for all parties doing business with the City.

Section 3. This Resolution shall be made a matter of public record.

PASSED and APPROVED this 16th day of March 2026.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

CITY OF DYERSVILLE INSURANCE SCHEDULE POLICY

These procedures enforce the Insurance Schedule Policy for the City of Dyersville and apply to all City departments. The goal of the policy is to ensure that every contract, lease, license, permit, or agreement the City of Dyersville enters into is supported by verified, current insurance before work begins or a document is signed. Department Heads are responsible for ensuring compliance within their departments, and the City Administrator has the final approval authority for all certificates of insurance.

Section 1 — Purpose and Scope

The Insurance Schedule Policy establishes the minimum insurance requirements for all parties doing business with the City of Dyersville. These procedures translate that policy into day-to-day steps that Department Heads, the City Clerk, and the City Administrator can follow consistently. The goal is simple: no work begins, no permit issues, and no lease commences until the correct certificate of insurance is received, reviewed, and approved.

Section 2 — Definitions

Certificate of Insurance (COI): An ACORD form, approved by the Iowa Department of Insurance, that evidences coverage and lists the required endorsements.

Additional Insured: A party, in this case the City of Dyersville and all its elected and appointed officials, employees, volunteers, boards, commissions and/or authorities, added to another party's policy so that the City is protected under that policy.

Waiver of Subrogation: An endorsement preventing the insurer from pursuing a third party (including the City) for damages after the insurer pays a claim.

Primary and Non-Contributory: An endorsement requiring the contractor's policy to pay first, before any City policy contributes.

Claims-Made vs. Occurrence: Occurrence-form policies cover claims arising from incidents during the policy period, regardless of when filed. Claims-made policies only cover claims filed while the policy is active. Professional liability and pollution liability are often claims-made; general liability should always be occurrence form.

Section 3 — Schedule Selection Guide

The City Administrator and/or Department Heads must identify the correct schedule before executing any agreement. Use the table on the following page to select the appropriate schedule.

| Schedule | Use When... | Examples |
|----------|--|--|
| A | Leasing City property or granting right-of-way license/permit | Cell tower lease, encroachment permit, utility easement |
| B | Residential tenant in City-owned property | Residential lease of City-owned home or unit |
| C | Residential right-of-way license | Homeowner placing driveway culvert or fence in right-of-way |
| D | Farm tenant on City-owned agricultural land | Agricultural lease of City farmland |
| E | Special event permit on City property or right-of-way | Parade, festival, fundraiser, 5K run |
| F | General, artisan, or trade contractor (construction/maintenance) | Water main replacement, HVAC install, electrical work, lawn care |
| G | Vendor, supplier, or service provider | Software vendor, janitorial service, uniform supply |
| H | Lead hazard abatement contractor hired by the City | Lead paint removal in City-owned building |
| I | Citizen-owned rehab project (contractor hired by property owner) | CDBG-funded home rehabilitation contractor |
| J | Professional services | Engineering, legal, architectural, consulting services |
| K | Technology professional liability | IT systems, software development, network services |
| L | Management services for City facilities | Arena management, park concession management |
| M | Truck haulers and truck snow plowing | Aggregate haul, debris removal, contract snow plowing |
| N | Pollution haulers | Sewage hauler, fuel delivery, chemical transport |
| O | Vehicles for hire operating in the City | Taxi, pedicab, shuttle, transportation network |
| P | Towing services under City contract | Police tow rotation contract |
| Q | Marina operators on City property | Boat slip operation, waterfront concession |
| R | Individual slip rental for pleasure craft | Private boat slip renter at City marina |
| S | Commercial vessel docking | Excursion boat, commercial barge docking |
| U | Builder's Risk (new construction projects) | New City building, major addition; purchased by City |

Note: No Schedule T exists. The series moves directly from S to U.

Section 4 — Department Head Responsibilities

Before initiating any contract, permit, lease, or agreement, the Department Head must do the following:

1. Identify the correct schedule using the table in Section 3.
2. Fill in all blanks and check all applicable boxes in the selected schedule template.
3. Transmit the completed schedule to the contractor or other party with the draft agreement, advising them that the certificate is due before the document can be approved or work can begin.
4. Receive the submitted certificate and all endorsements, then forward the complete package to the City Administrator for review and approval.
5. Do not authorize work to begin, issue a permit, or execute an agreement until written confirmation of approval is received from the City Administrator.
6. Set a calendar reminder for the expiration date of any certificate that covers an ongoing contract or lease of more than one year, and initiate renewal at least 30 days before expiration.

Section 5 — Certificate of Insurance Review Checklist

The City Administrator or a designee shall review each submitted certificate against the following checklist before granting approval. All items must be satisfied.

1. The ACORD form is the most current edition approved by the Iowa Department of Insurance.
2. All insurers carry an A.M. Best rating of A or better and are authorized to do business in Iowa.
3. The Description of Operations field identifies the specific project, lease, permit number, or agreement date.
4. The coverage types and minimum limits match the applicable schedule.
5. The City of Dyersville, including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities, is named as an Additional Insured (ongoing operations, and completed operations where required).
6. The Preservation of Governmental Immunities Endorsement is attached.
7. The coverage is written on an occurrence form (for general liability).
8. The Waiver of Right to Recover from Others (Waiver of Subrogation) endorsement is included.
9. The Primary and Non-Contributory endorsement is included.
10. The cancellation notice requirement is met: 30 days for cancellation/non-renewal and 10 days for non-payment of premium, addressed to: City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.
11. The agent's name, phone number, and email address are included on the certificate.
12. For claims-made professional liability: the retroactive date is on or before the agreement date, and tail coverage obligations are noted.
13. Pollution liability, umbrella/excess, and other optional coverages are verified as required or not required for the specific project.
14. The policy period covers the full term of the project or agreement (or annual renewal procedures are in place).

Section 6 — Approval and Record-Keeping Workflow

Once the Department Head forwards a certificate package, the following workflow applies:

1. The City Administrator or designee reviews the package against the checklist in Section 5 within five (5) business days of receipt.
2. If the certificate is compliant, the City Administrator provides written confirmation (email is acceptable) to the Department Head that the certificate is approved, and the agreement may proceed.
3. If the certificate is deficient, the City Administrator notifies the Department Head in writing, specifying each deficiency. The Department Head must request a corrected certificate from the contractor within five (5) business days. Work shall not begin until deficiencies are cured.
4. Approved certificates shall be retained in the City's records management system. The City Clerk shall maintain a master log of all active certificates, including the contractor/party name, the schedule used, the coverage effective date, and the expiration date.
5. Certificates shall be retained for the greater of: (a) the term of the agreement plus three years, or (b) as required by Iowa law and applicable records retention schedules.

Section 7 — Vendor Setup in Tyler ERP

Before issuing a purchase order or payment to any new vendor requiring a certificate of insurance, the Department Head must confirm with the City Clerk that an approved certificate is on file. The City Clerk shall note the certificate expiration date in the record management system. No payment shall be authorized to a vendor whose required certificate has lapsed unless a current renewal is obtained.

Section 8 — Annual Renewal Procedures

For agreements, leases, or permits lasting more than one year, insurance certificates must be renewed annually. The City Clerk shall monitor the master certificate log and provide the Department Head responsible with written notice no later than sixty (60) days before any certificate expiration. The City Clerk and/or the Department Head shall contact the contractor or party and request a renewed certificate before the expiration date. If a renewed certificate is not received before expiration, the City Clerk and/or the Department Head shall notify the City Administrator, who may suspend performance of work or revoke the permit until coverage is restored.

Section 9 — Non-Compliance

Failure to maintain required insurance is a material breach of the underlying agreement, lease, or permit under each of the City's insurance schedules. If a party's coverage lapses or is cancelled, the City Administrator shall:

1. Issue a written cure notice to the party, allowing a reasonable cure period not to exceed ten (10) business days.
2. During the cure period, direct the Department Head to suspend all work, access, or activity under the agreement until coverage is restored.
3. If coverage is not restored within the cure period, notify the City Council and consult with the City Attorney regarding contract termination or other remedies.
4. Document all actions in writing and retain records per Section 6.

Section 10 — Schedule Modifications

Certain contracts may present unique risks that require modifications to the standard schedules. The City Administrator shall review and approve any modification to a schedule's minimum limits

or required endorsements before the modified schedule is issued to a contractor. Modifications shall be documented in the contract file.

Section 11 — Builder's Risk (Schedule U)

For new public improvement projects, the City — not the contractor — purchases Builder's Risk insurance. The City Administrator is responsible for notifying the City's insurance agent in advance of any construction project to evaluate the need and obtain coverage. The City Administrator shall determine the completed insurable value and appropriate deductible. The contract documents must state that the contractor is responsible for any deductible amount. The City Administrator must be notified when a project is substantially complete and ready for occupancy so that the Builder's Risk policy can be converted to permanent property coverage.

Section 12 — Contact and Questions

Questions about schedule selection, certificate review, or insurance requirements should be directed to the City Administrator. Questions involving legal interpretation of coverage or contract terms should be directed to legal counsel.

CITY ADMINISTRATOR

340 1st Avenue East
Dyersville, Iowa 52040
563-875-7724

INSURANCE SCHEDULE A

Requirements for Lessees of City Property and Right-of-Way Licensees or Permittees

1. Lessee shall furnish a signed certificate of insurance to the City of Dyersville, Iowa, for the coverage required in Exhibit A prior to the commencement of the lease, license, or permit. All lessees of City property and right-of-way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under the Description of Operations section explaining why the certificate was issued. Lease Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dyersville.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced, the current edition of the form must be used unless an equivalent form is approved by the City Administrator. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessees, licensees, or permittees' limits of liability are higher than the required minimum limits, then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dyersville may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, licensee & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include the agent's name, phone number, and email address.

12. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in risk or other special circumstances during the term of the agreement, subject to the written mutual agreement attached hereto.

INSURANCE SCHEDULE A EXHIBIT A

A) COMMERCIAL GENERAL LIABILITY

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$1,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Coverage shall be written on an occurrence, not claims-made, form. The general liability coverage shall be written in accordance with the ISO form CG 00 01 or the business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
2. Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3. Include endorsement indicating that coverage is primary and non-contributory.
4. Include Preservation of Governmental Immunities Endorsement (Sample attached).
5. Include additional insured endorsement for: The City of Dyersville, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities, and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6. Policy shall include Waiver of Right to Recover from Others Endorsement.
7. Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage, and/or limits, and ten (10) days written notice of non-payment of premium shall be sent to: City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

| | |
|-----------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Coverage B: | Employers' Liability |
| Each Accident: | \$100,000 |
| Each Employee-Disease | \$100,000 |
| Policy Limit-Disease | \$500,000 |

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. The completed form must be attached.

C) POLLUTION LIABILITY

Coverage required: Yes No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for the abatement of hazardous or contaminated materials, including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution products and completed operations coverage shall also be covered.

| | |
|-------------------|-------------|
| Each Occurrence: | \$2,000,000 |
| Policy Aggregate: | \$4,000,000 |

1. Policy to include job site and transportation coverage.
2. Include additional insured for: The City of Dyersville, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010 (Ongoing operations) or its equivalent and CG 2037 (completed operations) or its equivalent.
3. Include Preservation of Governmental Immunities Endorsement.
4. Provide evidence of coverage for 5 years after completion of project.
5. Include endorsement indicating that coverage is primary and non-contributory.
6. Policy shall include waiver of right to recovery from others endorsement.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

Yes No

Amount \$ _____

Include the City of Dyersville as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY: UMBRELLA/EXCESS \$1,000,000

Yes No

The General Liability, Automobile Liability, and Employer's Liability insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies, including but not limited to Waiver of Subrogation, and Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

___ Yes ___ No

If Required Coverage \$_____

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE B

Insurance Requirements for Residential Tenants

1. _____ shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to lease commencement. Tenant shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued. E.g.: Lease of premises at _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract/lease.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, the current edition of the form must be used unless an equivalent form is approved by the City Administrator and subject to the tenant identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. The tenant shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
8. If the tenant's limits of liability are higher than the required minimum limits, then the tenant's limits shall be the lease required limits.
9. The tenant shall be responsible for deductibles and self-insured retention.
10. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
11. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

**INSURANCE SCHEDULE B
EXHIBIT A**

PERSONAL LIABILITY:

\$500,000

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE C
Insurance Requirements for Residential Right-of-Way Licensee

1. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa. All insurers shall have a rating of A or better in the current A.M. Best Rating Guide. Each certificate shall include a statement under Description of Operations as to why issued.
E.g.: Licensee #_____
2. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.
3. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
4. Licensee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the Licensee's limits of liability are higher than the required minimum limits, then the Licensee's limits shall be the limits required by this license.
5. Lessee shall be responsible for deductibles and self-insured retention.
6. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
7. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

**INSURANCE SCHEDULE C
Exhibit A**

A) PERSONAL LIABILITY:

Personal Liability Limit: \$500,000

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE D

Insurance Requirements for Farm Tenant

1. _____ shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to contract or lease commencement. Tenant shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the City Administrator. Each certificate shall include a statement under Description of Operations as to why issued.
E.g.: Lease of premises at _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract/lease.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, the current edition of the form must be used unless an equivalent form is approved by the City Administrator, and subject to the tenant identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. The tenant shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
8. If the tenant's limits of liability are higher than the required minimum limits, then the tenant's limits shall be the lease required limits.
9. Tenant shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE E

Insurance Requirements for Special Event Permits

1. _____ shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to effective date of permit. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations explaining why it was issued.
E.g.: Project # _____
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this Agreement.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, an equivalent form may be substituted with the approval of the City Administrator and subject to the permittee identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. The permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the permittee's limits of liability exceed the required minimum limits, the permittee's limits shall be the required limits under this Agreement.
8. Whenever an ISO form is referenced, the current edition of the form must be used.
9. Permittees shall be responsible for deductibles and self-insured retention for deductibles/self-insured retention, for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE E Exhibit A

A) COMMERCIAL GENERAL LIABILITY

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$1,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include additional insured endorsement for: The City of Dyersville, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.
4. Include Preservation of Governmental Immunities Endorsement. (See attached)
5. Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage, and/or limits, and ten (10) days written notice of non-payment of premium shall be sent to: City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE LIABILITY

| | |
|------------------------|-------------|
| Combined Single Limit: | \$1,000,000 |
|------------------------|-------------|

Coverage shall include all owned, non-owned, and hired vehicles. If permittees do not own any vehicles, coverage is required on non-owned and hired vehicles.

1. Policy shall include Waiver of Right to Recover from Others endorsement.

| | |
|-----------------------------|--------------------|
| C) LIQUOR LIABILITY: | \$1,000,000 |
|-----------------------------|--------------------|

(only if alcoholic beverages are served) ___ Yes ___ No

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. **Nonwaiver of Governmental Immunity.** The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. **Assertion of Government Immunity.** The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. **Non-Denial of Coverage.** The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE F

Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub-Subcontractors

Class A:

Asbestos Removal, Asphalt Paving, Concrete, Construction Managers, Cranes, Culverts, Decking, Demolition, Deconstruction, Earthwork, Electrical, Elevators, Fiber Optics, Fire Protection, Fireproofing, General Contractors, HVAC, Mechanical, Paving & Surfacing, Piles & Caissons, Plumbing, Retaining Walls, Reinforcement, Roofing, Sanitary Sewers, Sheet Metal, Site Utilities, Shoring, Special construction, Steel, Storm sewers, Structural Steel, Trails, Tunneling, Water main

Class B:

Chemical Spraying, Doors, Window & Glazing, Drywall Systems, Fertilizer Application, Geotech Boring, Insulation, Finish Carpentry, Landscaping, Masonry, Vehicular Snow Removal, Painting & Wall Covering, Pest Control, Scaffolding, Sidewalks, Plastering, Rough Carpentry, Stump Grinding, Tank Coating, Tree Removal, Tree Trimming, Tuckpointing, Waterproofing, Well Drilling

Class C:

Carpet Cleaning, Carpet & Resilient Flooring, Caulking & Sealants, Acoustical Ceiling, Filter Cleaning, General Cleaning, Grass Cutting, Janitorial, Non-Vehicular Snow & Ice Removal, Office Furnishings, Power Washing, Tile & Terrazzo Flooring, Window Washing

1. Contractor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa, for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville City Clerk's Office.
4. Failure to provide the coverage described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dyersville may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced, the current edition must be provided.
8. The contractor shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the contractor's limits of liability exceed the required minimum limit, the contractor's limits shall be the required limits of this agreement.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

**INSURANCE SCHEDULE F
EXHIBIT A**

A) COMMERCIAL GENERAL LIABILITY

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$2,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Coverage shall be written on an occurrence, not claims-made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2. Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3. Include endorsement indicating that coverage is primary and non-contributory.
4. Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5. Include additional insured endorsement for: The City of Dyersville, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6. The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7. Policy shall include Waiver of Right to Recover from Others endorsement.
8. Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.
9. Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dyersville. Any drone usage must comply with the above liability limits, and the additional insured endorsement must name the City of Dyersville with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

| | |
|------------------------|---------------------------|
| Coverage A: | Statutory - State of Iowa |
| Coverage B: | Employers' Liability |
| Each Accident: | \$100,000 |
| Each Employee-Disease: | \$100,000 |
| Policy Limit-Disease | \$500,000 |

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. The completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit: \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1. Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability, and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies, including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella, regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

Pollution liability coverage shall be required if the project involves any pollution exposure for hazardous or contaminated materials, including, but not limited to, the removal of lead, asbestos, or PCBs. Pollution products and complete operations coverage shall also be covered.

| | |
|-------------------|-------------|
| Each Occurrence: | \$2,000,000 |
| Policy Aggregate: | \$4,000,000 |

1. Policy to include job site and transportation coverage.
2. Include additional insured for: The City of Dyersville, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3. Include Preservation of Governmental Immunities Endorsement.
4. Provide evidence of coverage for 5 years after completion of the project.
5. Include endorsement indicating that coverage is primary and non-contributory.
6. Policy shall include waiver of the right to recovery from others' endorsement.
7. Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the City's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes ___ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$ _____ each occurrence (per limits required by Railroad)

\$ _____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. **Nonwaiver of Governmental Immunity.** The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. **Assertion of Government Immunity.** The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. **Non-Denial of Coverage.** The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE G

Insurance Requirements for Vendors (Suppliers, Service Providers)

1. Vendor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under the Description of Operations section explaining why the certificate was issued. Vendor Service Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to City of Dyersville, City Clerk's Office.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dyersville.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced, the current edition of the form must be used unless an equivalent form is approved by the City Administrator. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If the vendor's limits of liability are higher than the required minimum limits, then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dyersville may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include the agent's name, phone number, and email address.
12. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G EXHIBIT A

A) COMMERCIAL GENERAL LIABILITY

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$1,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Coverage shall be written on an occurrence, not claims-made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02.
2. Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3. Include endorsement indicating that coverage is primary and non-contributory.
4. Include Preservation of Governmental Immunities Endorsement (Sample attached).
5. Include additional insured endorsement for: The City of Dyersville, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6. Policy shall include Waiver of Right to Recover from Others endorsement.
7. Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

| | |
|------------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Coverage B: | Employers Liability |
| Each Accident: | \$100,000 |
| Each Employee-Disease: | \$100,000 |
| Policy Limit-Disease: | \$500,000 |

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) POLLUTION LIABILITY

Coverage required: Yes No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials, including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

| | |
|------------------|-------------|
| Each Occurrence: | \$2,000,000 |
| Policy Aggregate | \$4,000,000 |

1. Policy to include job site and transportation coverage.
2. Include additional insured for:
 The City of Dyersville, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions, and/or authorities and their board members, employees, and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
3. Include Preservation of Governmental Immunities Endorsement.
4. Provide evidence of coverage for 5 years after completion of the project.
5. Include endorsement indicating that coverage is primary and non-contributory.
6. Policy shall include waiver of the right to recovery from others' endorsement.

D) PROFESSIONAL LIABILITY

\$1,000,000

Coverage required: Yes No

If the required policy provides claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the agreement.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH

\$1,000,000

Coverage required: Yes No

Coverage for the First- and Third-Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

F) UMBRELLA/EXCESS

\$1,000,000

Coverage required: Yes No

The General Liability, Automobile Liability, and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, including but not limited to Waiver Subrogation and Primary and Noncontributory in favor of the City of Dyersville.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE H

Insurance Requirements for Lead Hazard Contractors Hired by the City

1. Contractor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dyersville may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced, the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include agent's name, phone number and email address.

11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE H EXHIBIT A

A) COMMERCIAL GENERAL LIABILITY

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$2,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Coverage shall be written on an occurrence, not claims-made, form. Written in accord with ISO form CG 00 01 or BP 00 02.
2. Include ISO endorsement form CG 25 03 "Designated Construction Project(s) General Aggregate Limit".
3. Include endorsement indicating that coverage is primary and non-contributory.
4. Include additional insured endorsement for the City of Dyersville, including all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities. Using ISO form CG 20 10 (Ongoing operations).
5. All contractors shall include the City of Dyersville as additional insured for completed operations under ISO form CG 20 37 during the project term and for a period of two years after completion.
6. Contractor shall name the homeowner as an additional insured to both CG 20 10 & CG 20 37.
7. Contractor shall include the Preservation of Governmental Immunities endorsement. (See attached.)
8. Contractor shall provide a Waiver of Right to Recover from Others endorsement.
9. Policy shall include cancellation and material change endorsement: thirty (30) days advance notice and ten (10) days for non-payment of premium to: City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE LIABILITY

| | |
|------------------------|-------------|
| Combined Single Limit: | \$1,000,000 |
|------------------------|-------------|

Coverage shall include all owned, non-owned, and hired vehicles.

1. Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

| | |
|------------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Each Accident: | \$100,000 |
| Each Employee-Disease: | \$100,000 |
| Policy Limit-Disease: | \$500,000 |

D) UMBRELLA/EXCESS LIABILITY

\$1,000,000

The General Liability, Automobile Liability and Workers' Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE I

Insurance Requirements for Citizen Owned Rehabilitation Projects

1. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa. All insurers shall have a rating of A or better in the current A.M. Best Rating Guide.
2. (Check one below)

____ Property Owner Hiring General Contractor. Contractor shall furnish a signed Certificate of Insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work. All required endorsements shall be attached.

OR

____ Property Owner Will Perform The Work. Owner shall furnish a signed certificate of insurance of personal liability with minimum limits of \$500,000.
3. Each certificate shall be submitted to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.
 4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
 5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain insurance for the coverages described in this Insurance Schedule.
 6. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit A.
 7. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums.
 8. All certificates of insurance must include the agent's name, phone number, and email address.
 9. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies at any time.
 10. The City of Dyersville reserves the right to modify these requirements based on changes in the risk or other special circumstances during the term of the agreement.

INSURANCE SCHEDULE I EXHIBIT A

CONTRACTOR ONLY

A) COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM ONLY)

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$2,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence Limit: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Include ISO endorsement form CG 25 03 "Designated Construction Project(s) General Aggregate Limit".
2. Policy shall be endorsed to provide coverage on a primary and non-contributing basis.
3. Include additional insured status for the Owner with a copy of the endorsement for ongoing and completed operations.
4. Policy shall include cancellation and material change endorsement: thirty (30) days' advance notice to City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE (COMBINED SINGLE LIMIT) **\$1,000,000**

Coverage shall include all owned, non-owned, and hired vehicles.

1. Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION

| | |
|------------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Each Accident: | \$100,000 |
| Each Employee-Disease: | \$100,000 |
| Policy Limit-Disease: | \$500,000 |

D) UMBRELLA/EXCESS LIABILITY

| | |
|----------------------------------|-------------|
| Umbrella/Excess Liability Limit: | \$1,000,000 |
| Excavators | \$3,000,000 |

E) POLLUTION LIABILITY

| | | |
|--------------------|----------------|-------------|
| Coverage required: | ___ Yes ___ No | |
| Each Occurrence: | | \$1,000,000 |
| Policy Aggregate | | \$1,000,000 |

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE J

Insurance Requirements for Professional Services

1. Contractor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dyersville may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced, the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the contractor's limits of liability exceed the required minimum limit, the contractor's limits shall be the required limits of this agreement.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J EXHIBIT A

A) COMMERCIAL GENERAL LIABILITY

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$1,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Coverage shall be written on an occurrence, not claims-made, form.
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4. Include additional insured endorsement for: The City of Dyersville, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities. Use ISO form CG 20 26.
5. Policy shall include Waiver of Right to Recover from Others endorsement.
6. Policy shall include cancellation endorsement: thirty (30) days' advance notice to City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE LIABILITY

| | |
|------------------------|-------------|
| Combined Single Limit: | \$1,000,000 |
|------------------------|-------------|

C) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

| | |
|------------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Each Accident: | \$100,000 |
| Each Employee-Disease: | \$100,000 |
| Policy Limit-Disease: | \$500,000 |

D) UMBRELLA/EXCESS LIABILITY **\$1,000,000**

E) PROFESSIONAL LIABILITY **\$2,000,000**

If claims-made coverage: Retroactive Date must be shown and must be before the date of agreement. Insurance must be maintained for at least five (5) years after completion.

F) CYBER LIABILITY/BREACH **\$1,000,000**

Yes No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE K

Insurance Requirements for Technology Professional Liability

1. Provider shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City Administrator. Each certificate shall include a statement under Description of Operations as to why issued.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Provider shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Provider agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dyersville may request a copy of such certificates from the Provider.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced, the current edition must be provided.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the provider's limits of liability exceed the required minimum limit, the provider's limits shall be the required limits under this agreement.
9. Provider shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE K EXHIBIT A

A) TECHNOLOGY PROFESSIONAL LIABILITY**\$5,000,000**

___ Yes ___ No

Coverage to include:

1. Errors and omissions, lost data, restoration, and damages arising from incidents resulting from a failure of computer security to prevent a security breach.
2. Libel, slander, defamation, product disparagement, false arrest, invasion of privacy, plagiarism, piracy, misappropriation of name or idea, trespass, infringement of copyright, trademark, trade name, trade dress, logo, service mark, or service name.
3. The unauthorized taking, use, or unintentional disclosure of Personally Identifiable Information or a confidential and proprietary business trade secret.
4. The unintentional failure to timely disclose an unauthorized taking, use, or disclosure of Personally Identifiable Information in violation of any Breach Notification law.
5. The unintentional violation of the named insured's privacy policy that directly results in a violation of any privacy law.

- a. Provide evidence of coverage for 5 years after completion of project.

B) CYBER LIABILITY / DATA BREACH**\$1,000,000**

Coverage for First and Third Party breach liability, including but not limited to lost data and restoration, loss of income, and cyber breach.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE L

Insurance Requirements for Management Services

1. Contractor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City Administrator. Each certificate shall include a statement under Description of Operations as to why issued.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced, the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the contractor's limits of liability exceed the required minimum limit, the contractor's limits shall be the required limits of this agreement.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE L (continued)
EXHIBIT A

A) COMMERCIAL GENERAL LIABILITY

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$1,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 as appropriate.
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include Preservation of Governmental Immunities endorsement.
4. Include additional insured endorsement for: The City of Dyersville, including all elected and appointed officials, employees, volunteers, boards, and commissions. Use ISO form CG 20 26.
5. Include Waiver of Right to Recover from Others endorsement.
6. Policy shall include thirty (30) days advance cancellation notice to City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE LIABILITY

| | |
|------------------------|-------------|
| Combined Single Limit: | \$1,000,000 |
|------------------------|-------------|

C) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

| | |
|------------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Each Accident: | \$100,000 |
| Each Employee-Disease: | \$100,000 |
| Policy Limit-Disease: | \$500,000 |

D) UMBRELLA/EXCESS LIABILITY

Yes No Amount \$ _____

E) CONCESSIONAIRE BOND

Yes No Amount \$ _____

F) LIQUOR LIABILITY

\$2,000,000

(only if alcoholic beverages served)

Yes No

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE M

Insurance Requirements for Truck Haulers/Truck Snow Plowing

1. Trucker shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Truckers presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Trucker shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Trucker agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Trucker.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced, the current edition must be provided.
8. Trucker shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the trucker's limits of liability exceed the required minimum limit, the trucker's limits shall be the required limits under this agreement.
9. Trucker shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE M EXHIBIT A

A) COMMERCIAL GENERAL LIABILITY

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$2,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Include ISO endorsement form CG 25 03 "Designated Construction Project(s) General Aggregate Limit".
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include Preservation of Governmental Immunities Endorsement.
4. Include an additional insured endorsement for the City of Dyersville, including all elected and appointed officials, employees, volunteers, boards, and commissions. Use ISO form CG 20 26.
5. Policy shall include Waiver of Right to Recover from Others endorsement.
6. Policy shall include a thirty (30) day advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.
7. Include ISO endorsement form CG 2292 if work involves snow or ice removal activities.

B) AUTOMOBILE LIABILITY

| | |
|------------------------|-------------|
| Combined Single Limit: | \$1,000,000 |
|------------------------|-------------|

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

| | |
|------------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Each Accident: | \$ 100,000 |
| Each Employee-Disease: | \$ 100,000 |
| Policy Limit-Disease: | \$ 500,000 |

D) UMBRELLA/EXCESS LIABILITY **\$1,000,000**

Yes No

E) POLLUTION LIABILITY

| | | |
|--------------------|--|-------------|
| Coverage required: | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Each Occurrence | | \$2,000,000 |
| Policy Aggregate: | | \$4,000,000 |

1. Policy to include job site and transportation coverage.
2. Include additional insured for the City of Dyersville, including all elected and appointed officials, employees, and volunteers.
3. Include Preservation of Governmental Immunities Endorsement.
4. Include endorsement indicating that coverage is primary and non-contributory.
5. Policy shall include waiver of the right to recovery from others' endorsement.

6. Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE N

Insurance Requirements for Pollution Haulers

1. Hauler shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Haulers presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City Administrator. Each certificate shall include a statement under Description of Operations as to why issued.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Hauler shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Hauler agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Hauler.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced, the current edition must be provided.
8. Hauler shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the hauler's limits of liability exceed the required minimum limit, the hauler's limits shall be the required limits under this agreement.
9. Hauler shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE N EXHIBIT A

A) COMMERCIAL GENERAL LIABILITY

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$1,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Coverage shall be written on an occurrence, not claims-made, form.
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include Preservation of Governmental Immunities endorsement.
4. Policy shall include Waiver of Right to Recover from Others endorsement.
5. Include an additional insured endorsement for the City of Dyersville, including all elected and appointed officials. Use ISO form CG 20 26.
6. Policy shall include a thirty (30) day advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE LIABILITY

| | |
|------------------------|-------------|
| Combined Single Limit: | \$1,000,000 |
|------------------------|-------------|

C) POLLUTION LIABILITY (Including transit)

FUEL HAULERS (Diesel, Gas, Oil):

| | |
|--------------------------|-------------|
| General Aggregate Limit: | \$4,000,000 |
| Each Occurrence Limit: | \$2,000,000 |

WASTE HAULERS (Sewage, High Strength By Products):

| | |
|--------------------------|-------------|
| General Aggregate Limit: | \$1,000,000 |
| Each Occurrence Limit: | \$1,000,000 |

1. Policy shall include an additional insured endorsement for the City of Dyersville, including all elected and appointed officials, employees, volunteers, boards, and commissions.
2. Provide evidence of coverage for 5 years after completion of the project.
3. Include Preservation of Governmental Immunities Endorsement.
4. Include endorsement indicating that coverage is primary and non-contributory.
5. Policy shall include waiver of the right to recovery from others' endorsement.

D) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

| | |
|------------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Each Accident: | \$100,000 |
| Each Employee-Disease: | \$100,000 |
| Policy Limit-Disease: | \$500,000 |

E) UMBRELLA/EXCESS LIABILITY \$1,000,000

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE O

Insurance Requirements for Motorized and Non-Motorized Vehicles for Hire

1. _____ shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to the effective date of the permit, and at the end of the permit if the term of work is longer than 60 days.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. The certificate of insurance is a condition to granting and maintaining operator permits, and the failure to obtain or maintain the required insurance shall be considered a material breach of this Agreement and shall be grounds for revocation by the City Administrator.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, the current edition of the form must be used unless an equivalent form is approved by the City Administrator.
7. The permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
8. Permittees shall be responsible for deductibles and self-insured retention for payment of all policy premiums.
9. All certificates of insurance must include the agent's name, phone number, and email address.
10. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies at any time.
11. The City of Dyersville reserves the right to modify these requirements based on changes in the risk or other special circumstances during the term of the permit.

INSURANCE SCHEDULE O (continued)
EXHIBIT A

MOTORIZED VEHICLES FOR HIRE

A) COMMERCIAL AUTOMOBILE LIABILITY

| | |
|---------------------------------------|-------------|
| Limit of Liability: | \$1,000,000 |
| Uninsured and Underinsured Motorists: | \$1,000,000 |

1. Policy shall include Waiver of Right to Recover from Others endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

| | |
|------------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Each Accident: | \$100,000 |
| Each Employee-Disease: | \$100,000 |
| Policy Limit-Disease: | \$500,000 |

NON-MOTORIZED VEHICLES FOR HIRE

A) COMMERCIAL GENERAL LIABILITY

| | |
|--------------------------|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Each Occurrence: | \$1,000,000 |

1. Include an additional insured endorsement for the City of Dyersville, including all elected and appointed officials. Use ISO form CG 20 26.
2. Include Preservation of Governmental Immunities endorsement.
3. Policy shall include Waiver of Right to Recover from Other endorsement.
4. Policy shall include a thirty (30) day advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE P

Insurance Requirements for Towing

1. Contractor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dyersville may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced, the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the contractor's limits of liability exceed the required minimum limit, the contractor's limits shall be the required limits of this agreement.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE P EXHIBIT A

A) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

| | |
|------------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Each Accident: | \$100,000 |
| Each Employee-Disease: | \$100,000 |
| Policy Limit-Disease: | \$500,000 |

Policy shall include Waiver of Right to Recover from Others endorsement.

B) AUTOMOBILE LIABILITY

Bodily injury and property damage limit of liability: \$1,000,000

1. Policy shall include Waiver of Right to Recover from Others endorsement.

C) COMMERCIAL GARAGE LIABILITY

| | |
|--|-------------|
| General Aggregate Limit: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$1,000,000 |
| Personal and Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence Limit: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 50,000 |
| Medical Payments: | \$ 5,000 |

1. Coverage shall be written on an occurrence, not claims made, form. Written in accord with ISO form CG 00 01 or business owners form BP 00 02.
2. Include an endorsement indicating that coverage is primary and non-contributory.
3. Include Preservation of Governmental Immunities endorsement. (Sample attached.)
4. Include additional insured endorsement for the City of Dyersville, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers.
5. Policy shall include Waiver of Right to Recover from Others endorsement.
6. Policy shall include a thirty (30) day advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

D) GARAGE KEEPERS LIABILITY

| | |
|----------------------------|-----------|
| (to include 'on-hook'): | \$500,000 |
| Comprehensive Collision | |

This coverage shall be direct primary and not excess.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE Q

Insurance Requirements for Marinas

1. _____ (Operator) shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to contract or lease commencement. The operator shall submit an updated certificate annually.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, an equivalent form may be substituted, subject to the approval of the City Administrator.
7. Operator shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
8. If the Operator's limits of liability are higher than the required minimum limits, then the Operator's limits shall be this Agreement's required limits.
9. Operator shall be responsible for deductibles and self-insured retention.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies at any time.
12. The City of Dyersville reserves the right to modify these requirements based on changes in the risk or other special circumstances.

INSURANCE SCHEDULE Q EXHIBIT A

A) MARINE COMPREHENSIVE LIABILITY: MCL OR COMMERCIAL GENERAL LIABILITY CGL

| | |
|--|-------------|
| General Aggregate: | \$2,000,000 |
| Products-Completed Operations Aggregate Limit: | \$1,000,000 |
| Personal & Advertising Injury Limit: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage Limit (any one occurrence): | \$ 100,000 |
| Medical Payments: | \$ 5,000 |

B) MARINA OPERATORS LEGAL LIABILITY: MOL

| | |
|--------|-------------|
| Limit: | \$1,000,000 |
|--------|-------------|

C) PROTECTION & INDEMNITY COVERAGE: P&I

| | |
|--------|-------------|
| Limit: | \$1,000,000 |
|--------|-------------|

1. Coverage shall be written on an occurrence, not claims, form.
2. If using CGL form include endorsement excluding waterborne liability.
3. Under MCL or CGL include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate" or MCL equivalent.
4. Under MCL or CGL, include an endorsement indicating that the coverage is primary and non-contributory.
5. Under MCL or CGL, include the Preservation of Governmental Immunities endorsement.
6. Under MCL or CGL include an endorsement to delete any fellow employee exclusion.
7. Under MCL or CGL, include an additional insured endorsement for the City of Dyersville, including all elected and appointed officials, employees, volunteers, and boards. Use ISO Form 2010 (Ongoing operations).
8. Policy shall include Waiver of Right to Recover from Other endorsement.
9. Policy shall include thirty (30) days advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

D) WORKERS' COMPENSATION, LHWCA & EMPLOYERS LIABILITY

| | |
|------------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Each Accident: | \$100,000 |
| Each Employee-Disease: | \$100,000 |
| Policy Limit-Disease | \$500,000 |

E) POLLUTION LIABILITY (including transit)

| | |
|---|-------------|
| Coverage required: ___ Yes ___ No | |
| General Aggregate Limit: | \$4,000,000 |

Each Occurrence Limit: \$2,000,000

F) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT
___ Yes ___ No Amount \$_____

Include the City of Dyersville as Lender Loss Payable.

G) UMBRELLA/EXCESS LIABILITY \$5,000,000

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE R

Insurance Requirements for Slip Rental

1. Renter shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to contract inception and at the end of the contract if the term of the contract is longer than 60 days.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. All required endorsements to various policies shall be attached to the Certificate of Insurance.
6. Renter shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
7. Whenever an ISO form is referenced, the current edition of the form must be used.
8. Renter shall be responsible for deductibles and self-insured retention.
9. All certificates of insurance must include the agent's name, phone number, and email address.
10. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies at any time.
11. The City of Dyersville reserves the right to modify these requirements based on changes in the risk or other special circumstances.

INSURANCE SCHEDULE R Exhibit A

| | | |
|--|------------|---------------------------------|
| A) Personal boat/recreation policy: | Liability: | \$500,000 combined single limit |
| B) Personal homeowners' policy: | Liability: | \$300,000 |
| C) Personal excess/umbrella policy: | Liability: | \$1,000,000 |

INSURANCE SCHEDULE S
Insurance Requirements for Docking of Commercial Vessels

1. Operator shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to contract inception.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa, and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. The Operator shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
7. Whenever an ISO form is referenced, the current edition of the form must be used.
8. Permittees shall be responsible for deductibles and self-insured retention.
9. All certificates of insurance must include the agent's name, phone number, and email address.
10. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies at any time.
11. The City of Dyersville reserves the right to modify these requirements based on changes in the risk or other special circumstances.

INSURANCE SCHEDULE S EXHIBIT A

A) PROTECTION & INDEMNITY LIABILITY \$2,000,000

1. Coverage shall be written on an occurrence, not claims-made, form.
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include endorsement to preserve Governmental Immunity. (Sample attached).
4. Include additional insured endorsement for the City of Dyersville, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions, and/or authorities.
5. Policy shall include Waiver of Right to Recover from Others endorsement.
6. Policy shall include a thirty (30) day advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) WORKERS' COMPENSATION, LHWCA & EMPLOYERS' LIABILITY

| | |
|-----------------------|-------------------------|
| Coverage A: | Statutory—State of Iowa |
| Each Accident: | \$100,000 |
| Each Employee-Disease | \$100,000 |
| Policy Limit-Disease | \$500,000 |

Policy shall include Waiver of Right to Recover from Others endorsement.

Longshoreman and Harbor Workers Compensation Act Coverage.

C) POLLUTION LIABILITY (including transit)

Coverage required: Yes No

| | |
|--------------------------|-------------|
| General Aggregate Limit: | \$4,000,000 |
| Each Occurrence Limit: | \$2,000,000 |

1. Policy shall include an additional insured endorsement for the City of Dyersville including all elected and appointed officials, employees, volunteers.
2. Provide evidence of coverage for 5 years after completion of the project.
3. Include Preservation of Governmental Immunities endorsement.
4. Include endorsement indicating that coverage is primary and non-contributory.
5. Policy shall include waiver of the right to recovery from others' endorsement.

D) UMBRELLA/EXCESS LIABILITY \$5,000,000

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, Iowa, shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy, and the insurer shall not deny any of the rights and benefits accruing to the City of Dyersville, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dyersville, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE U

Insurance Requirements for Builder's Risk

1. New public improvement projects will have Builder's Risk insurance purchased by the City of Dyersville, not the contractor. Coverage for property in transit and/or stored off-site must be included. The contract documents must state that the contractor is responsible for payment of any deductible amount. The builder's risk terms and conditions must be included in the project's bid specifications.
2. Additions to existing buildings will be reviewed on a case-by-case basis by the City Administrator to determine if property coverage should be increased or a Builder's Risk policy purchased.
3. Renovations to existing buildings will be reviewed on a case-by-case basis by the City Administrator to determine if property coverage will be increased or a Builder's Risk policy purchased.
4. Department Heads must notify the City Administrator in advance of a project or RFP of all public improvement projects to evaluate the need for Builder's Risk insurance in accordance with this policy.
5. The City Administrator is responsible for the terms of the Builder's Risk policy, coverage amount (Completed Insurable Value), and deductible limit for individual projects; bids with a number of coverage and deductible options may be obtained.
6. Cost of Builder's Risk insurance must be included in the total project cost.
7. Contractor, all subcontractors, and, where required by the contract, architects, engineers, and other consultants must be named as additional insureds on the policy.
8. Builder's Risk insurance may not be required for road, sewer, or water main projects as determined by the City Administrator.
9. Performance/Payment bonds may be required for a project by state law or as determined by the City Administrator.
10. Department Heads must notify the City Administrator when a project is completed and ready for occupancy.
11. Contractor shall be responsible for deductibles and self-insured retention.

RESOLUTION NO. 23-26

Approving Professional Services Agreement
for Bear Creek Mitigation Maintenance Services
between the City of Dyersville
and
Eocene Environmental Group Inc.

WHEREAS, a Professional Services Agreement between the City and Eocene Environmental Group Inc., North Liberty, Iowa, has been prepared (the “Agreement”) for streambank adaptive management services along Bear Creek; and,

WHEREAS, the Agreement provides for four (4) adaptive management visits to control and contain nonnative invasive plant material within the natural areas along both sides of Bear Creek, at a lump sum cost of \$12,500.00; and,

WHEREAS, this City Council has reviewed and considered the scope of work and terms of the Agreement; and,

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

Section 1. The Professional Services Agreement with Eocene Environmental Group Inc. for the Dyersville Bear Creek Mitigation Maintenance Project is hereby approved, and the City Administrator is authorized and directed to execute and deliver the Agreement on behalf of the City.

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

Passed and approved on March 16, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

PROFESSIONAL SERVICES AGREEMENT (PSA)



Item 21.

Project: Dyersville Bear Creek Mitigation Maintenance

Property: Bear Creek

Client: The City of Dyersville

Contact: John Wandsnider

Address: 340 First Avenue East

City/State/Zip: Dyersville, Iowa 52040

Phone: 563-875-7724

Email: jwandsnider@cityofdyersville.com

AGREEMENT made this fifth day of January, 2026, by and between the service provider, Eocene Environmental Group Inc. (Eocene) and The City of Dyersville, Iowa (Client).

WHEREAS the client intends to engage the services of Eocene to: provide natural areas adaptive management services

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

NOW THEREFORE, the parties agree as follows:

1. Project

Streambank Adaptive Management Services along Bear Creek

2. Scope of Services

Adaptive Management

- Four (4) visits timed with the growth cycles of nonnative invasive plant material to control and contain their spread within the natural areas along both sides of Bear Creek
- Invasive plants will be managed by a combination of physical, mechanical and chemical control, depending on the species targeted and time of year.
- Brush cutters and chainsaws will be used to cut woody invasive plant material, followed by cut-stump herbicide treatment and foliar spot-application to resprouting vegetation.
- Spot-mowing and foliar herbicide treatment to nonnative invasive herbaceous plant material at the proper time of the growth cycle.
- Updates will be provided to City staff following each maintenance visit.

3. Eocene Responsibilities

Eocene Hereby agrees to:

- I. Provide the professional services as set forth in this Agreement; and
- II. Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. Client Responsibilities

Client hereby agrees to:

- I. Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work; and
- II. Provide unrestricted access to the Property for Eocene to perform the services; and
- III. Provide copies of any previously completed reports that may be pertinent to this Project.

5. Schedule

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client.

6. Project Cost, Payment and Termination

The Client shall pay Eocene the Lump Sum Cost as specified below for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

| Tasks | Cost |
|--|--------------|
| Streambank Adaptive Management Services (4 visits) | \$ 12,500.00 |

Invoices for Eocene's services will be submitted every 30 days or upon project completion if project completion is less than 30 days. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Eocene may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Time and material costs will be adjusted annually in accordance with rate increases paid to personnel, inflation, and market conditions.

7. Work Product

All field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Eocene as instruments of service and/or used in the preparation of the final project deliverables shall remain the property of Eocene.

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

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

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Eocene reserves the right to remove itself from its

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

8. Project Site

The Client agrees to use good faith efforts to maintain a safe Project site for Eocene staff and, as applicable, subcontractors and assigns. Such good faith efforts shall include, but not be exhaustive, ensuring that Project site is free and clear of any imminent hazards that pose a direct and immediate danger to any such individual potentially affected.

9. Claims and Disputes

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Eocene. Eocene's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Eocene because of this Agreement or the performance or nonperformance of services hereunder. The Client and Eocene agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

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

10. Limited Liability

The Client agrees, to the fullest extent permitted by law, to limit the liability of Eocene and Eocene's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Eocene and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. Mediation

In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Eocene agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Eocene further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. Controlling Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. Assignment

Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

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

CLIENT/COMPANY NAME HERE

Accepted by:

Printed/Typed Name:

Title:

Date:

EOCENE ENVIRONMENTAL GROUP INC.

Accepted by:

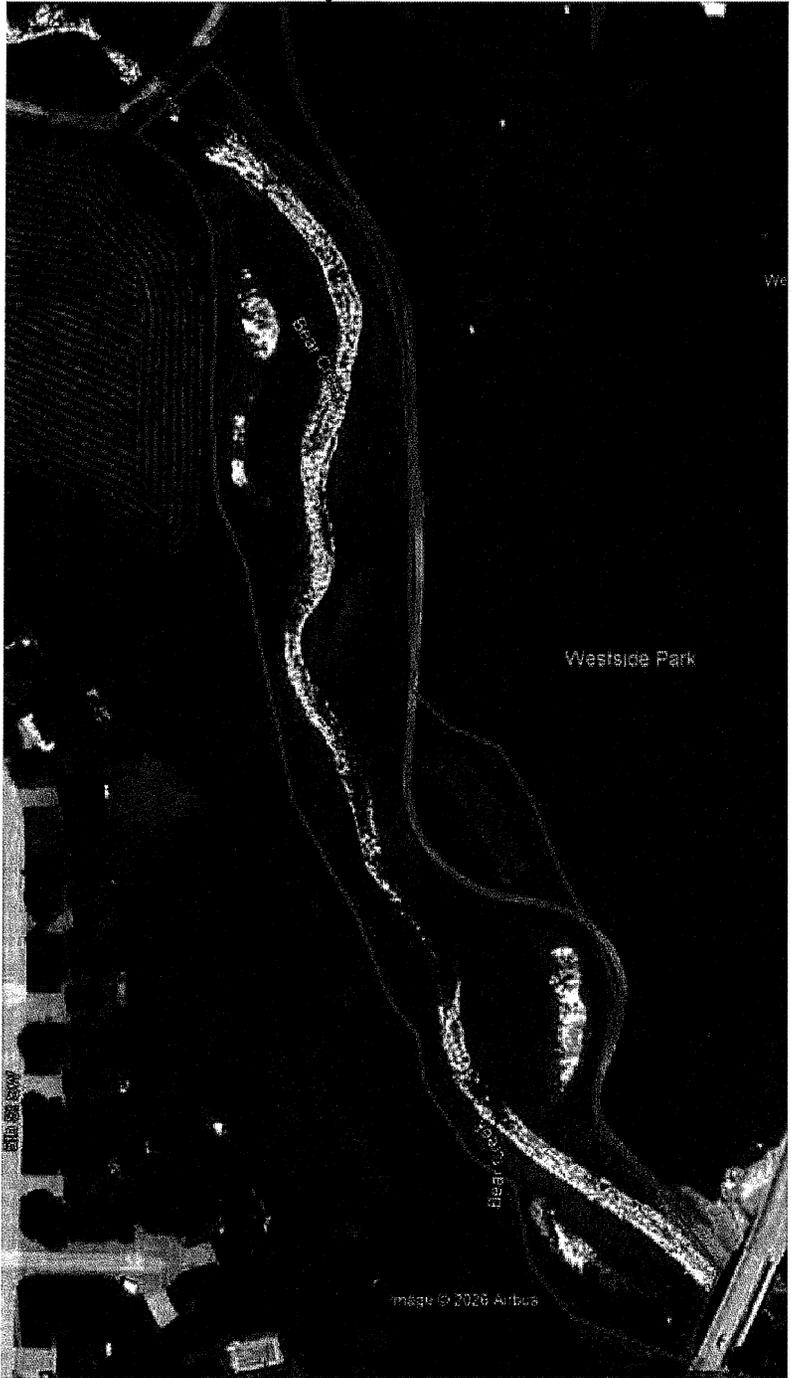
Printed/Typed Name: Chant Eicke

Title: Regional Manager

Date: January 5, 2026

Prepared By Geoff Mouming, Project Manager

Project Location



RESOLUTION NO. 24-26

**A RESOLUTION APPROVING MOWING SERVICES AGREEMENT
FOR CONTRACT A 2026 WITH J & J LAWN CARE**

WHEREAS, City of Dyersville and J&J Lawn Care wish to enter into an Agreement for Mowing Contract A Services; and,

NOW, THEREFORE, IT IS RESOLVED by the Mayor and City Council of the City of Dyersville, Iowa,

That Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with J&J Lawn Care on behalf of the City, and to take such actions as may be necessary to carry out the provisions of this Agreement.

PASSED AND APPROVED this 16th day of March, 2026.

Jeff Jacque, Mayor

Tricia Maiers, City Clerk

MOWING SERVICES AGREEMENT FOR CONTRACT A 2026

This agreement, made and entered into this ___ day of March 2026, by and between the City of Dyersville, Iowa, hereinafter called the “City,” and J & J Lawn Care, hereinafter called the “Contractor.”

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant, and agree as follows:

The Contractor hereby agrees to furnish all labor, materials, and equipment called for in this Agreement and shall perform all work necessary by providing appropriate services as described in the attached Scope of Services, which are incorporated herein and made part of this contract.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the proper completion of this contract and that personal investigations secured this information.

The Contractor further agrees to begin work no later than April 1, 2026. The Contractor agrees to fully comply with all federal, state, and local laws, regulations, and ordinances of the City. In the event of contract termination by the Contractor or the City, the Contractor shall be entitled to receive payment only for work performed.

This Agreement shall be for one (1) year, beginning on the date of this Agreement and expiring the week ending December 31, 2026. The Contract may be extended an additional period not to exceed one-year increments by mutual agreement of the City and Contractor in writing.

The City shall make six (6) equal monthly payments to the Contractor for a total amount of \$54,078 starting on May 1st of each year, with the last payment to be made on October 1st of each year of this Agreement.

For failure to comply with the provisions of this Agreement, the Contractor shall be assessed a penalty of Two Hundred Fifty Dollars (\$250.00) per day for every day the noncompliance remains unaddressed.

The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action that may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor and shall cover each vehicle used in the work covered by this Agreement. Such liability insurance shall not be less than \$1,000,000 single-limit coverage. In addition, the Contractor shall carry Worker’s Compensation Insurance in such amount as is prescribed by the statutes of the State of Iowa. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the City and duly licensed or permitted to carry on such business in

the State of Iowa. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect. That same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Dyersville as an additional insured for the policies related to the Scope of Services and the Agreement.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract on his behalf or promised or agreed to pay to any third party.

The city agrees to pay the Contractor in the manner and the amount provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seal this ____ day of March, 2026.

BY: _____ DATE _____
Jeff Jacque, Mayor

ATTEST: _____ DATE _____
Tricia L. Maiers, City Clerk

BY: _____ DATE _____

SCOPE OF SERVICES

The city wide grass mowing service shall conform to all City ordinances and the following specifications or better.

1. The mowing areas are listed in Appendix A and are defined as follows:

Area A: mowing approximately 97.86 acres weekly;

Area B: mowing approximately 8.25 acres of baseball fields once a week during the growing season, except from April to June which would be required to be mowed twice a week as directed by the City;

Area C: mowing approximately 68.25 acres monthly, including string-trimming; and,

Area D: mowing approximately 4.33 acres of soccer fields once a week during the growing season, except from August to October which would be required to be mowed twice a week as directed by the City.

2. The Contractor shall use suitable equipment for mowing. Bunching or windrowing of cuttings will not be permitted. Hand equipment may be required for areas inaccessible to other equipment. Areas too wet for mowing will be skipped until a suitable condition exists. The grass shall not exceed 5 to 7 inches in length. The cutting height shall be maintained between 3.5 and 5 inches.

3. The Contractor will be expected to keep the grass to a neat and uniform appearance. No additional payment will be made for unusual weather or unexpected growing conditions.

4. Payments will be made in six (6) equal monthly payments starting on May 1st of each year of the contract with the last payment to be made on October 1st each year of the contract.

5. The City shall retain the right to be the soul judge of quality and performance of the services rendered by the Contractor. Should the City determine the Contractor is performing at an unsatisfactory level; the contract may be terminated with a 10 day written notice from the City.

6. Lawns bordering foundations, structures, fences, trees, utility poles, etc. shall be string trimmed to match mowed lawn. Sidewalks, curbs, and other paved areas shall be edged as necessary (minimum of monthly) to maintain a neat and landscaped appearance.

7. Prior to mowing, grounds shall be policed for trash and debris. Any debris not picked up but mowed, shall immediately be cleared when noticed by the City.

8. After mowing, trimming and edging all walks, stoops, driveways, and other pavements shall be blown or swept and grass clippings removed. Contractor shall rake and remove clumped grass clippings as necessary to maintain groomed appearance and promote a healthy turf. Driving the lawn mower over sidewalk or road does not constitute “blowing or sweeping.”

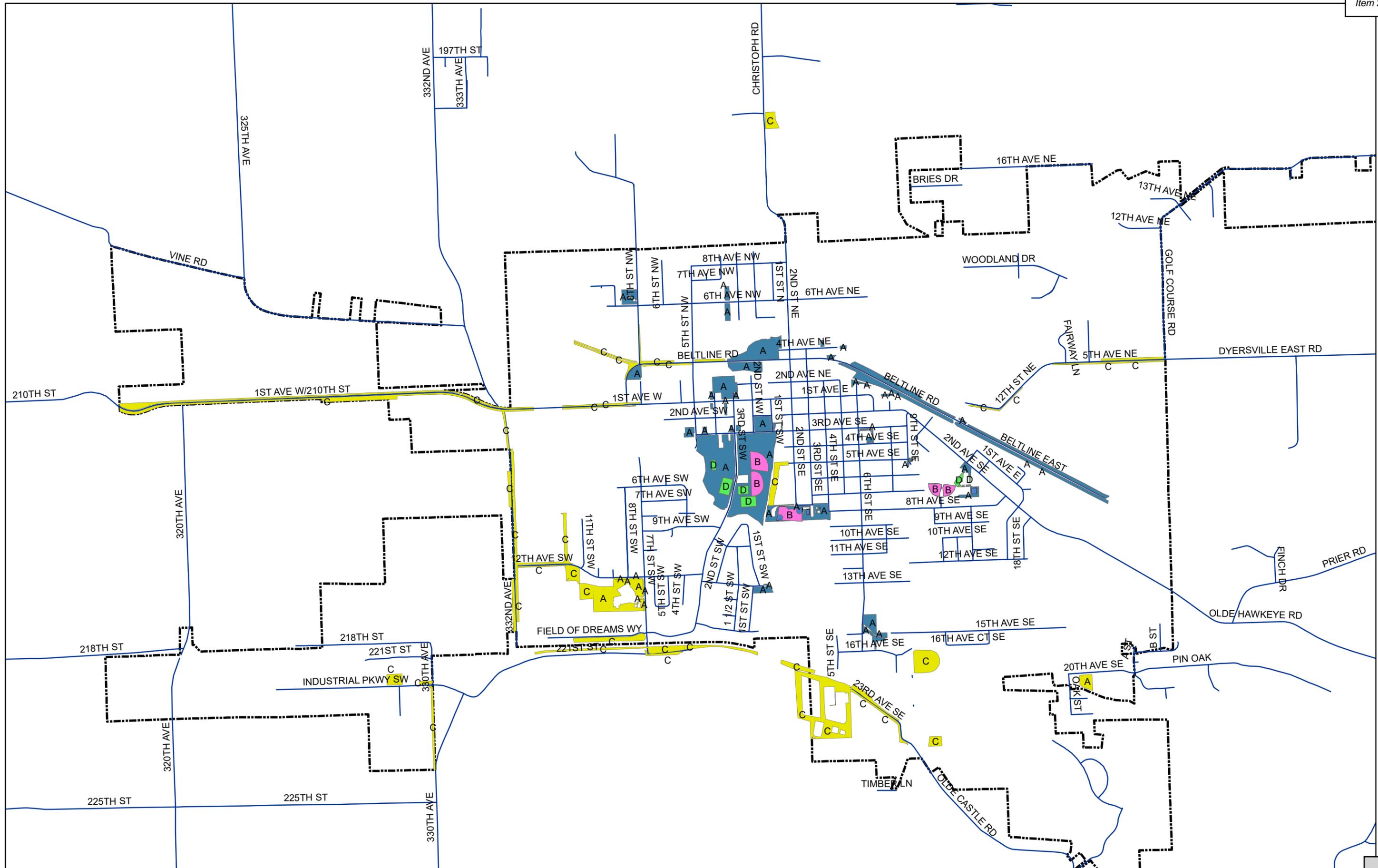
9. Within Area B and Area C, the City may require Contractor to bag all grass clippings and remove it off-site.

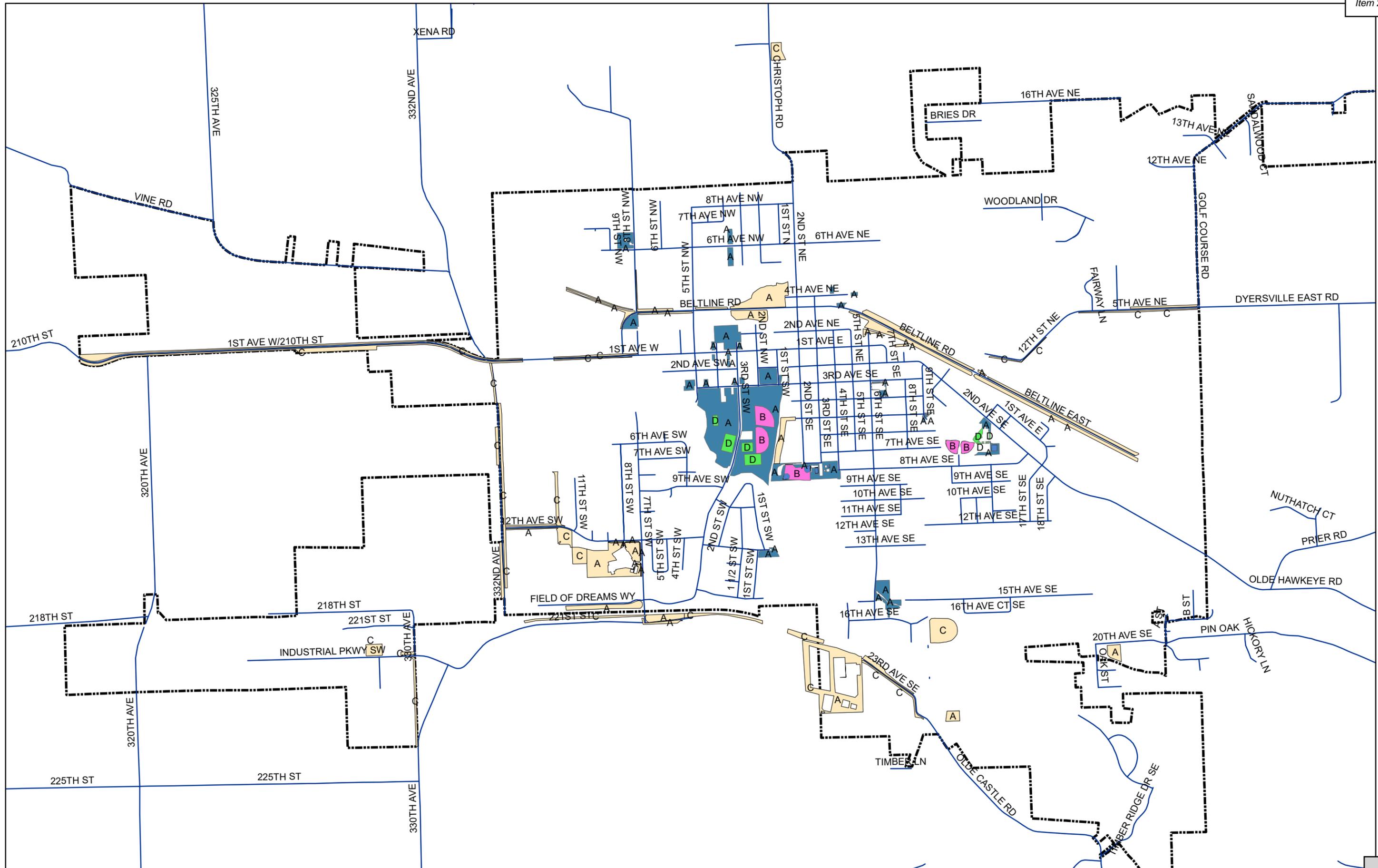
10. The Contractor shall perform all work in a timely, orderly and efficient manner satisfactory to the City. To ensure quality and thoroughness of work, the Contractor shall contact the Public Work Director and provide a weekly progress updates detailing the work completed at the sites as specified herein. It shall be understood that the Contractor and staff shall always be approachable and friendly to city staff and to the residents of Dyersville.

11. Damage to Public or Private Property-The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City. Any damage of public property caused by the Contractor's operations shall be resolved within ten (10) days after damage occurs to the satisfaction of the City. The Contractor shall inform the City of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs any payment due the Contractor.

12. Insurance - The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The amount of such liability insurance shall not be less than \$1,000,000 single limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Iowa. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the City and duly licensed or permitted to carry on such business in the State of Iowa. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Dyersville as an additional insured with respect to the policies related to the specifications and the Contract Agreement.

13. Laws - The Contractor will be required to obtain all licenses and permits and comply with all ordinances as provided in Municipality Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor shall at all times comply with all ordinances and regulations of Dubuque and Delaware Counties, and any rules and regulations issued by the State of Iowa.





RESOLUTION NO. 25-26

**A RESOLUTION APPROVING MOWING SERVICES AGREEMENT
FOR CONTRACT B 2026 WITH J & J LAWN CARE**

WHEREAS, City of Dyersville and J&J Lawn Care wish to enter into an Agreement for Mowing Contract B Services; and,

NOW, THEREFORE, IT IS RESOLVED by the Mayor and City Council of the City of Dyersville, Iowa,

That Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with J&J Lawn Care on behalf of the City, and to take such actions as may be necessary to carry out the provisions of this Agreement.

PASSED AND APPROVED this 16th day of March, 2026.

Jeff Jacque, Mayor

Tricia Maiers, City Clerk

MOWING SERVICES AGREEMENT FOR CONTRACT B 2026

This agreement, made and entered into this ___ day of March 2026, by and between the City of Dyersville, Iowa, hereinafter called the “City,” and J & J Lawn Care, hereinafter called the “Contractor.”

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant, and agree as follows:

The Contractor hereby agrees to furnish all labor, materials, and equipment called for in this Agreement and shall perform all work necessary by providing appropriate services as described in the attached Scope of Services, which are incorporated herein and made part of this contract.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the proper completion of this contract and that personal investigations secured this information.

The Contractor further agrees to begin work no later than April 1, 2026. The Contractor agrees to fully comply with all federal, state, and local laws, regulations, and ordinances of the City. In the event of contract termination by the Contractor or the City, the Contractor shall be entitled to receive payment only for work performed.

This Agreement shall be for one (1) year, beginning on the date of this Agreement and expiring the week ending December 31, 2026. The Contract may be extended an additional period not to exceed one-year increments by mutual agreement of the City and Contractor in writing.

The City shall make six (6) equal monthly payments to the Contractor for a total amount of \$34,404 starting on May 1st of each year, with the last payment to be made on October 1st of each year of this Agreement.

For failure to comply with the provisions of this Agreement, the Contractor shall be assessed a penalty of Two Hundred Fifty Dollars (\$250.00) per day for every day the noncompliance remains unaddressed.

The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action that may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor and shall cover each vehicle used in the work covered by this Agreement. Such liability insurance shall not be less than \$1,000,000 single-limit coverage. In addition, the Contractor shall carry Worker’s Compensation Insurance in such amount as is prescribed by the statutes of the State of Iowa. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the City and duly licensed or permitted to carry on such business in

the State of Iowa. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect. That same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Dyersville as an additional insured for the policies related to the Scope of Services and the Agreement.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract on his behalf or promised or agreed to pay to any third party.

The city agrees to pay the Contractor in the manner and the amount provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seal this ____ day of March, 2026.

BY: _____ DATE _____
Jeff Jacque, Mayor

ATTEST: _____ DATE _____
Tricia L. Maiers, City Clerk

BY: _____ DATE _____

SCOPE OF SERVICES

The city wide grass mowing service shall conform to all City ordinances and the following specifications or better.

1. The mowing areas are listed in Appendix A and are defined as follows:

Area A: mowing approximately 97.86 acres weekly;

Area B: mowing approximately 8.25 acres of baseball fields once a week during the growing season, except from April to June which would be required to be mowed twice a week as directed by the City;

Area C: mowing approximately 68.25 acres monthly, including string-trimming; and,

Area D: mowing approximately 4.33 acres of soccer fields once a week during the growing season, except from August to October which would be required to be mowed twice a week as directed by the City.

2. The Contractor shall use suitable equipment for mowing. Bunching or windrowing of cuttings will not be permitted. Hand equipment may be required for areas inaccessible to other equipment. Areas too wet for mowing will be skipped until a suitable condition exists. The grass shall not exceed 5 to 7 inches in length. The cutting height shall be maintained between 3.5 and 5 inches.
3. The Contractor will be expected to keep the grass to a neat and uniform appearance. No additional payment will be made for unusual weather or unexpected growing conditions.
4. Payments will be made in six (6) equal monthly payments starting on May 1st of each year of the contract with the last payment to be made on October 1st each year of the contract.
5. The City shall retain the right to be the soul judge of quality and performance of the services rendered by the Contractor. Should the City determine the Contractor is performing at an unsatisfactory level; the contract may be terminated with a 10 day written notice from the City.
6. Lawns bordering foundations, structures, fences, trees, utility poles, etc. shall be string trimmed to match mowed lawn. Sidewalks, curbs, and other paved areas shall be edged as necessary (minimum of monthly) to maintain a neat and landscaped appearance.
7. Prior to mowing, grounds shall be policed for trash and debris. Any debris not picked up but mowed, shall immediately be cleared when noticed by the City.
8. After mowing, trimming and edging all walks, stoops, driveways, and other pavements shall be blown or swept and grass clippings removed. Contractor shall rake and remove clumped grass clippings as necessary to maintain groomed appearance and promote a healthy turf. Driving the lawn mower over sidewalk or road does not constitute "blowing or sweeping."

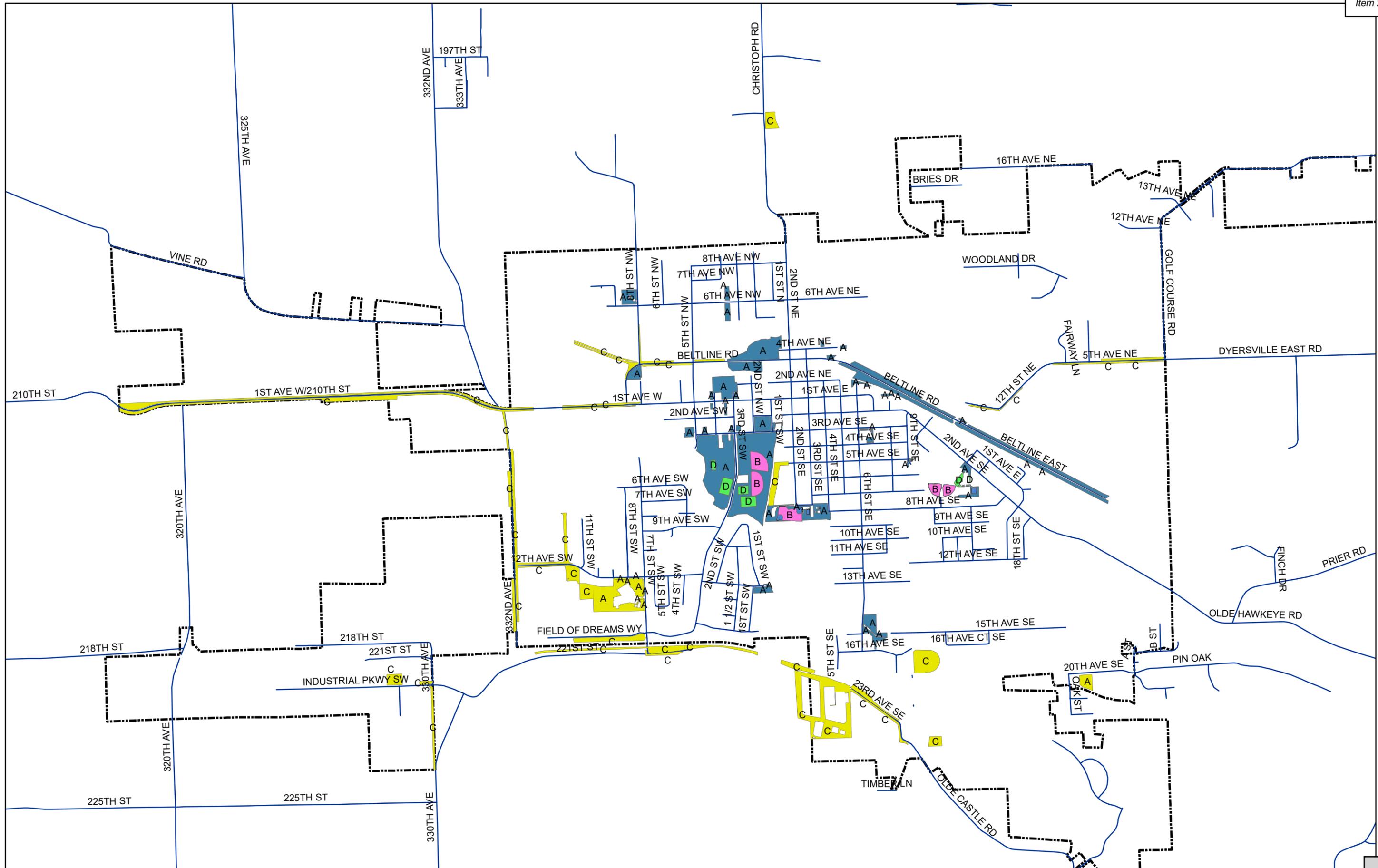
9. Within Area B and Area C, the City may require Contractor to bag all grass clippings and remove it off-site.

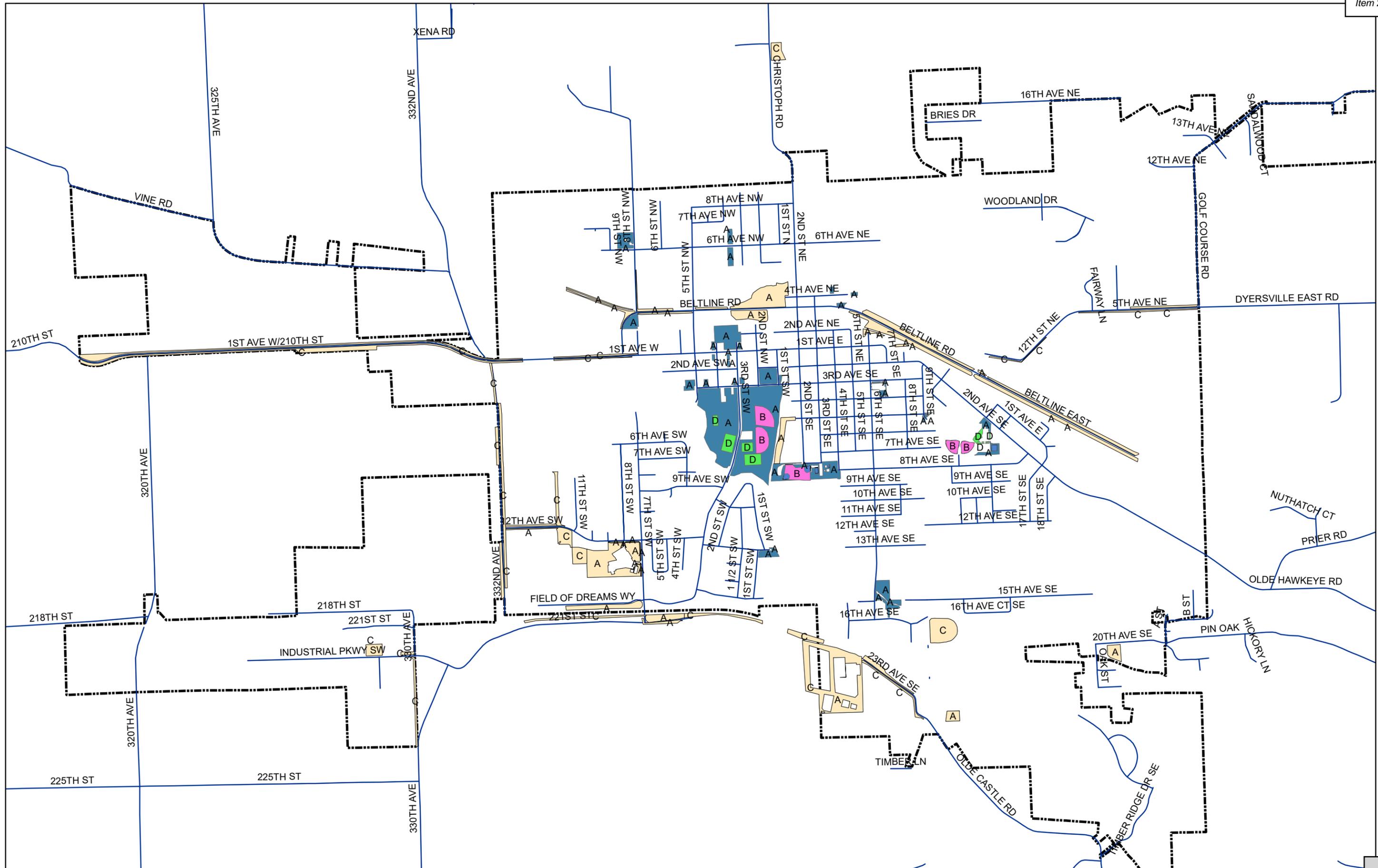
10. The Contractor shall perform all work in a timely, orderly and efficient manner satisfactory to the City. To ensure quality and thoroughness of work, the Contractor shall contact the Public Work Director and provide a weekly progress updates detailing the work completed at the sites as specified herein. It shall be understood that the Contractor and staff shall always be approachable and friendly to city staff and to the residents of Dyersville.

11. Damage to Public or Private Property-The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City. Any damage of public property caused by the Contractor's operations shall be resolved within ten (10) days after damage occurs to the satisfaction of the City. The Contractor shall inform the City of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs any payment due the Contractor.

12. Insurance - The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The amount of such liability insurance shall not be less than \$1,000,000 single limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Iowa. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the City and duly licensed or permitted to carry on such business in the State of Iowa. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Dyersville as an additional insured with respect to the policies related to the specifications and the Contract Agreement.

13. Laws - The Contractor will be required to obtain all licenses and permits and comply with all ordinances as provided in Municipality Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor shall at all times comply with all ordinances and regulations of Dubuque and Delaware Counties, and any rules and regulations issued by the State of Iowa.





DELETING PROPERTY FROM URBAN RENEWAL AREA

419893-83

Dyersville, Iowa

March 16, 2026

The City Council of the City of Dyersville, Iowa, met on March 16, 2026, at ___:___ p.m., at the _____, for the purpose of deleting property from the Consolidated Dyersville Economic Development District.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

Council Member _____ moved the adoption of the following resolution entitled "Resolution Deleting Property from the Consolidated Dyersville Economic Development District," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 26-26

Resolution Deleting Property from the Consolidated Dyersville Economic Development District

WHEREAS, the City of Dyersville, Iowa (the “City”), has previously established the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, the City Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the “Property”) from the Urban Renewal Area, as set out on Exhibit A hereto; and

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

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

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

Passed and approved March 16, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

EXHIBIT A
Description of
Property Deleted from the
Consolidated Dyersville Economic Development District
March 16, 2026

Certain real property situated in the City of Dyersville, Delaware County, State of Iowa, more particularly described as follows:

Lot 1 of 20 West Industrial Center Eighth Addition; and

Lot 2 of 20 West Industrial Center Sixth Addition.

MINUTES PROVIDING FOR PASSAGE OF AN ORDINANCE DELETING PROPERTY FROM A TAX INCREMENT FINANCING DISTRICT FOR THE CONSOLIDATED DYERSVILLE ECONOMIC DEVELOPMENT DISTRICT

419893-83

Dyersville, Iowa

March 16, 2026

The City Council of the City of Dyersville, Iowa, met on March 16, 2026 at ____:____ p.m., at the _____, in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled "Ordinance No._____. An Ordinance Deleting Property From the Tax Increment Financing District for the Consolidated Dyersville Economic Development District of the City of Dyersville, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its first consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance entitled "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Consolidated Dyersville Economic Development District of the City of Dyersville, Iowa, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Mayor put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the ordinance duly adopted, as follows:

ORDINANCE NO. 876

An Ordinance Deleting Property From the Tax Increment Financing District for the Consolidated Dyersville Economic Development District of the City of Dyersville, Iowa, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Dyersville, Iowa (the “City”) previously enacted a certain ordinance providing for the division of taxes levied on taxable property in the Consolidated Dyersville Economic Development District pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to such ordinance, a portion of the Consolidated Dyersville Economic Development District in the City was designated a “tax increment district”; and

WHEREAS, the City Council now desires to decrease the size of the “tax increment district” by deleting certain property;

BE IT ENACTED by the City Council of the City of Dyersville, Iowa:

Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the Consolidated Dyersville Economic Development District.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“Deleted Property” shall mean certain real property more particularly described as follows:

Lot 2 of 20 West Industrial Center, 6th Addition, City of Dyersville, Delaware County, State of Iowa; and

Lot 1 of 20 West Industrial Center Eighth Addition, City of Dyersville, Delaware County, State of Iowa

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the Consolidated Dyersville Economic Development District. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Dyersville, Iowa, on March 16, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

•••••

There being no further business to come before the meeting, it was upon motion adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

STATE OF IOWA
DELAWARE AND DUBUQUE COUNTIES
CITY OF DYERSVILLE

SS:

I, the undersigned, City Clerk of the City of Dyersville, Iowa do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Consolidated Dyersville Economic Development District of the City of Dyersville, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this _____ day of _____, 2026.

Tricia L. Maiers, City Clerk

STATE OF IOWA

SS:

DELAWARE COUNTY

I, the undersigned, County Auditor of Delaware County, Iowa in the State of Iowa, do hereby certify that on the ____ day of _____, 2026, the City Clerk of the City of Dyersville, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the Council and approved by the Mayor thereof on March 16, 2026, entitled: "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Consolidated Dyersville Economic Development District of the City of Dyersville, Iowa, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2026.

County Auditor

SET DATE FOR HEARING ON DESIGNATION OF EXPANDED URBAN RENEWAL AREA AND URBAN RENEWAL PLAN AMENDMENT

419893-New

Dyersville, Iowa

March 16, 2026

The City Council of the City of Dyersville, Iowa, met on March 16, 2026, at ____:____ p.m., at the _____, in the City, for the purpose of setting a date for a public hearing on the designation of expanded Urban Renewal Area and on a proposed urban renewal plan amendment.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the boundaries of the Consolidated Dyersville Economic Development District (the "Urban Renewal Area") had been prepared, along with an amendment to the urban renewal plan for , and that it was now necessary to set a date for a public hearing on the proposed amended areas and proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution Setting Date for a Public Hearing on Designation of the Expanded Consolidated Dyersville Economic Development District and on Urban Renewal Plan Amendment," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 27-26

Resolution Setting Date for Public Hearing on Designation of the Expanded Consolidated Dyersville Economic Development District and on Urban Renewal Plan Amendment

WHEREAS, this City Council of the City of Dyersville, Iowa (the “City”) by resolution previously established the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (i) using tax increment financing to pay the costs of constructing municipal sanitary sewer system improvements; (ii) providing tax increment financing support to Liberty Investment Company (“Liberty”) in connection with the construction by Liberty of new warehousing and manufacturing facilities for use in its business operations; (iii) providing tax increment financing support and an economic development grant to Feature Properties LLC (“Feature”) in connection with the expansion of its existing facilities including the construction of a precast building for manufacturing and warehouse space; (iv) providing tax increment financing support to Willow Pear, LLC (“Willow Pear”) in connection with the construction by Willow Pear of an expansion to its existing dentist office building; and (v) providing tax increment financing support to Spiegel Family Realty Company Iowa, LLC (“Spiegel”) in connection with the construction by Spiegel of a new manufacturing and warehousing building; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

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

Section 1. This City Council will meet at the Memorial Building, 340 1st Avenue East, Dyersville, Iowa, on April 20, 2026, at 6:00 p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the applicable form attached hereto, which publication shall be made in a legal newspaper of general circulation in Dyersville, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or his designee, is hereby designated as the City’s representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Delaware County, Dubuque County and the Western Dubuque Community School District be invited to participate in the consultation.

Section 4. The proposed Amendment is hereby submitted to the City’s Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved March 16, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

•••••

On motion and vote the meeting adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED
CONSOLIDATED DYERSVILLE ECONOMIC DEVELOPMENT DISTRICT
AND ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 6:00 p.m., at the Memorial Building, 340 1st Avenue East, Dyersville, Iowa, on April 20, 2026, the City Council of the City of Dyersville, Iowa (the “City”) will hold a public hearing on the question of amending the urban renewal plan (the “Plan”) for the Consolidated Dyersville Economic Development District and designating an expanded Consolidated Dyersville Economic Development District (the “Urban Renewal Area”), pursuant to Chapter 403, Code of Iowa, by adding and including certain real property situated in the City and more particularly described as follows:

Lot 2 of 20 West Industrial Center, 6th Addition, City of Dyersville, Delaware County, State of Iowa; and

Lot 1 of 20 West Industrial Center Eighth Addition, City of Dyersville, Delaware County, State of Iowa

The proposed amendment to the Plan brings the property described above under the Plan and makes it subject to the provisions of the Plan. The amendment also authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (i) using tax increment financing to pay the costs of constructing municipal sanitary sewer system improvements; (ii) providing tax increment financing support to Liberty Investment Company (“Liberty”) in connection with the construction by Liberty of new warehousing and manufacturing facilities for use in its business operations; (iii) providing tax increment financing support and economic development grant to Feature Properties LLC (“Feature”) in connection with the expansion of its existing facilities including the construction of a precast building for manufacturing and warehouse space; (iv) providing tax increment financing support to Willow Pear, LLC (“Willow Pear”) in connection with the construction by Willow Pear of an expansion to its existing dentist office building; and (v) providing tax increment financing support to Spiegel Family Realty Company Iowa, LLC (“Spiegel”) in connection with the construction by Spiegel of a new manufacturing and warehousing building. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Tricia Maiers
City Clerk

EXHIBIT A
Legal Description
Expanded Consolidated Dyersville Economic Development District
April, 2026 Addition

Certain real property situated in the City of Dyersville, Delaware County, State of Iowa, more particularly described as follows:

Lot 2 of 20 West Industrial Center, 6th Addition, City of Dyersville, Delaware County, State of Iowa; and

Lot 1 of 20 West Industrial Center Eighth Addition, City of Dyersville, Delaware County, State of Iowa

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

I, the undersigned, City Clerk of the City of Dyersville do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on the question of designating the expanded Consolidated Dyersville Economic Development District for the City and on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher’s affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this _____ day of _____, 2026.

Tricia L. Maiers, City Clerk

(Attach here publisher’s affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

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

I, the undersigned, City Clerk of the City of Dyersville, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on the question of designating the expanded Consolidated Dyersville Economic Development District for the City and on an urban renewal plan amendment.

WITNESS my hand this _____ day of _____, 2026.

Tricia L. Maiers, City Clerk

CITY OF DYERSVILLE, IOWA
URBAN RENEWAL PLAN AMENDMENT
CONSOLIDATED DYERSVILLE ECONOMIC DEVELOPMENT DISTRICT

April, 2026

The Urban Renewal Plan (the “Plan”) for the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”) for the City of Dyersville, Iowa (the “City”) is being amended for the purposes of adding certain real property to the Urban Renewal Area and identifying new urban renewal projects to be undertaken therein.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the April, 2026 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. The City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to the Property.

2) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: 3rd Street Lift Station Project

Date of Council Approval of the Project: April 20, 2026

Description of Project and Project Site: The City will undertake the construction of improvements to the 3rd Street lift station situated on certain real property bearing Dubuque County Property Tax Parcel Identification Number 0731306008, and the incidental utility, landscaping, site clearance and cleanup work related thereto.

The completed 3rd Street Lift Station Project will have a direct, positive impact on increased and improved industrial and commercial development in the Urban Renewal Area through the provision of enhanced public infrastructure in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the 3rd Street Lift Station Project.

Description of Use of TIF: It is anticipated that the City will pay for the 3rd Street Lift Station Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations (the “Obligations”) will be repaid

with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the 3rd Street Lift Station Project will not exceed \$250,000, plus any interest expense incurred by the City on the Obligations.

B.

Name of Project: Liberty Investment Company Development Project

Date of Council Approval of the Project: April 20, 2026

Description of Project and Project Site: Liberty Investment Company ("Liberty") has undertaken the construction of a new 20,000 square foot warehousing and manufacturing facility (the "Liberty Project") on certain real property (the "Liberty Property") in the Urban Renewal Area bearing Dubuque County Property Tax Parcel Identification Number 1205201021 for use in its business operations.

It has been requested that the City provide tax increment financing assistance to Liberty in support of the efforts to complete, operate and maintain the Liberty Project.

The costs incurred by the City in providing tax increment financing assistance to Liberty will include legal and administrative fees (the "Admin Fees") in an amount not to exceed \$8,000.

Description of Use of TIF for the Project: The City intends to enter into a development agreement with Liberty with respect to the Liberty Project and to provide economic development payments (the "Payments") to Liberty thereunder. The Payments will be funded with the incremental property tax revenues to be derived from the Liberty Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Liberty Project will not exceed \$400,000, plus the Admin Fees.

C.

Name of Project: Feature Properties LLC Expansion Project

Date of Council Approval of the Project: April 20, 2026

Description of Project and Project Site: Feature Properties LLC ("Feature") has undertaken the expansion of its facilities, including the construction of a 40,000 square foot precast building for warehouse and manufacturing space (the "Feature Project") for use in its business operations in the Urban Renewal Area on certain real property legally described as Lot 2 of 20 West Industrial Center, 6th Addition, City of Dyersville, Delaware County, State of Iowa (the "Feature Property").

It has been requested that the City provide tax increment financing assistance to Feature in support of the efforts to complete, operate and maintain the Feature Project.

The costs incurred by the City in providing tax increment financing assistance to Feature will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$15,000.

Description of Use of TIF for the Project: The City intends to enter into a development agreement with Feature with respect to the Feature Project and to provide (i) annual appropriation economic development payments (the “Payments”) and (2) an economic development grant to Feature thereunder.

The Payments, in an amount not to exceed \$2,700,000, will be funded with incremental property tax revenues to be derived from the Feature Property.

The Grant, in an amount not to exceed \$200,000, will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligations (the “Obligations”) entered into to fund the Grant may be repaid with incremental property tax revenues to be derived from the Feature Property.

It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Feature Project, including the Payments, the Grant, and the Admin Fees will not exceed \$2,915,000, plus any interest expenses incurred by the City on the Obligations.

D.

Name of Project: Willow Pear, LLC Expansion Project

Date of Council Approval of the Project: April 20, 2026

Description of the Project and Project Site: Willow Pear, LLC (“Willow Pear”) has proposed to undertake the construction of an expansion to its existing dentist office building (the “Willow Pear Project”) on certain real property in the Urban Renewal Area legally described as Lot 1 of Westridge Estates Tenth Addition to the City of Dyersville, Delaware County, Iowa (the “Willow Pear Property”). It has been requested that the City provide tax increment financing assistance to Willow Pear in support of the efforts to complete, operate and maintain the Willow Pear Project.

The costs of the Willow Pear Project will include legal and administrative fees associated with the initiation, authorization and carrying out of the City’s participation therein in an amount not to exceed \$6,000 (the “Admin Fees”).

Description of Use of TIF: The City intends to enter into a Development Agreement with Willow Pear with respect to the Willow Pear Project and to provide annual appropriation economic development payments (the “Payments”) to Willow Pear thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Willow Pear Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$55,000, plus the Admin Fees.

E.

Name of Project: Spiegel Family Realty Development Project

Date of Council Approval of the Project: April 20, 2026

Description of Project and Project Site: Spiegel Family Realty Company Iowa, LLC (“Spiegel”) has proposed to undertake the construction of a new 250,000 square foot warehousing and manufacturing facility (the “Spiegel Project”) on certain real property in the Urban Renewal Area legally described as Lot 1 of 20 West Industrial Center Eighth Addition to the City of Dyersville, Delaware County, Iowa (the “Spiegel Property”).

It has been requested that the City provide tax increment financing assistance to Spiegel in support of the efforts to complete, operate and maintain the Spiegel Project.

The costs incurred by the City in providing tax increment financing assistance to Spiegel will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$20,000.

Description of Use of TIF for the Project: The City intends to enter into a development agreement with Spiegel with respect to the Spiegel Project and to provide economic development payments (the “Payments”) to Spiegel thereunder. The Payments will be funded with the incremental property tax revenues to be derived from the Spiegel Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Spiegel Project will not exceed \$8,300,000, plus the Admin Fees.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

| | |
|--|---------------------|
| Constitutional debt limit of the City: | <u>\$34,290,816</u> |
| Outstanding general obligation debt of the City: | <u>\$</u> |
| Proposed TIF debt to be incurred under the April, 2026 Amendment*: | <u>\$11,934,000</u> |

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

EXHIBIT A
Legal Description
Expanded Consolidated Dyersville Economic Development District
(April, 2026 Addition)

Lot 2 of 20 West Industrial Center, 6th Addition, City of Dyersville, Delaware County, State of Iowa; and

Lot 1 of 20 West Industrial Center Eighth Addition, City of Dyersville, Delaware County, State of Iowa

FLOOD PLAIN DEVELOPMENT APPLICATION/PERMIT

Application # 26-02

Date 3/5/26

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

Ramiro Cortes 3/5/26 (Owner or Agent) (Date) (Builder) (Date) 327 2nd Ave SW, Dyersville, IA (Address) (Address) Telephone # 912-678-3165 Telephone #

1. Location: 1/4 1/4, Section, Township, Range Street Address:

2. Type of Development Filling, Grading, Excavation, Routine Maintenance, Minor Improvement, Substantial Improvement, New Construction

3. Description of Development: Addition onto home 16' x 22'

4. Premises: Size of site: ft. x ft. Area of Site: sq. ft. Estimated cost: \$ 40,000- Principal Use: Accessory Uses (Storage, parking, etc.)

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

6. Elevation of the 100 year (Base) flood (identify source): 937.2

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

8. Required elevation/floodproofing elevation for lowest floor: 938.2 NGVD/NAVD

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

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

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

11. Other permits required?

Iowa Department of Natural Resources: Yes ___ No If yes, permit # _____
 Date Received: _____

Corps of Engineers: Yes ___ No If yes, permit # _____
 Date Received: _____

Other: _____

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

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

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



 (Signature of Developer/Owner)

 (Authorizing Official)

City of Dyersville

Task # 6 Item 29.

BUILDING PERMIT APPLICATION

PERMIT NUMBER
26 - 2460

| | | |
|--|---------------------------------|--|
| JOB ADDRESS: 327 2nd ave sw Dyersville | | COUNTY: Dodge |
| LEGAL DESCR.: Lot 289 | BLK: Dyersville | SUBDIVISION: <input type="checkbox"/> SEE ATTACHED SHEET |
| OWNER OF RECORD: Ramiro Cortes | TELEPHONE: 912-678 3165 | |
| CONTRACTOR PERMIT # | PLUMBING PERMIT # | ELECTRICAL/MECHANICAL PERMIT # |
| ARCHITECT OR DESIGNER | ADDRESS | TELEPHONE |
| USE OF BUILDING: <input checked="" type="checkbox"/> RESIDENTIAL | | FLOODPLAIN: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| CLASS OF WORK: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> ADDITION | | 100 year |
| DESCRIBE WORK: 16x22 Addition | Type of Const. | Basement: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| SET BACKS TO FOUNDATION WALL | Size of Bldg. Total Sq. Ft. 352 | Automatic Extinguishing System: <input type="checkbox"/> No <input type="checkbox"/> Yes |
| FRONT CORNER | No. of Dwelling Units | Off Street Parking Req: <input type="checkbox"/> No <input type="checkbox"/> Yes |
| REAR 60' | ALLEY | Zoning District: R-1 |
| SIDE 11' | OPEN SPACE | |
| LOT DIMENSIONS | SPECIAL APPROVALS | |
| SPECIAL CONDITIONS | REQUIRED | |
| | RECEIVED | |
| VALUE OF WORK \$ 40,000 | ZONING AMENDMENT | |
| | SITE PLAN | |
| | PLAN REVIEW | |
| | EXCAVATION PERMIT | |
| | ARCHITECT/ENGINEER | |
| | HEALTH DEPT. | |
| | FIRE DEPT. | |
| | HANDICAPPED CERTIFICATE | |
| | BOARD OF ADJUST. | |
| | FLOOD PLAIN CERT. | |
| | FLOOD PLAIN EXEMP. | |
| | SIGNS | |
| | SPECIAL USE PERMIT | |
| | WATER METER | |

COMPLETED BY APPLICANT

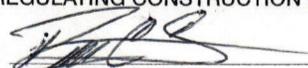
COMPLETED BY APPLICANT

NOTICE

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

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

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


2/20/26


SIGNATURE OF CONTRACTOR (DATE) SIGNATURE OF OWNER (DATE)

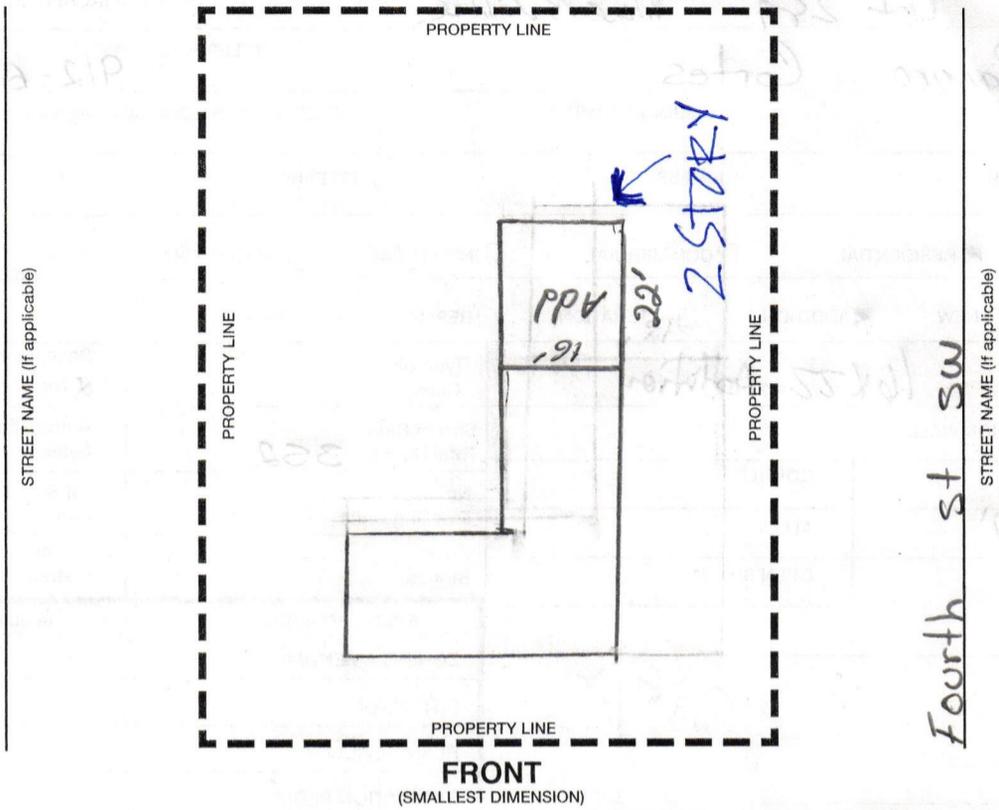
WHEN PROPERLY VALIDATED THIS IS YOUR PERMIT

CHECKED & APPROVED BY (DATE) APPROVED BY CITY COUNCIL (DATE)

Certificate of Occupancy

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

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



327 2nd ave sw
 STREET NAME (if applicable)

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

30FT BETWEEN
 EXISTING GARAGE



Task Detail

| Task ID | Activity | Asset |
|---------|----------|-------|
|---------|----------|-------|

62996 Permit Building Facility 1245



Basic Information

Departm... **Start Date** 3/3/2026 **Stop Date**

Notes Building Permit 26-2460 submitted for your review. Adding on to their house.

Costs

| | | | | | | | |
|------------------|--------|----------------|---------|-----------------|--------|--------------|--------|
| Equipment | \$0.00 | Labor | \$89.64 | Material | \$0.00 | Other | \$0.00 |
| Total | | \$89.64 | | | | | |

| Labor | | | |
|---------|-------------|-------|---------|
| ID | Full Name | Hours | Cost |
| 01-2211 | Mick Michel | 1.25 | \$89.64 |

| Equipment | | | |
|-----------|-------------|-------|------|
| ID | Description | Usage | Cost |

| Material | | | |
|----------|-------------|----------|------|
| ID | Description | Quantity | Cost |

| Other | | | |
|----------------|--------|-------|------|
| Purchase Order | Vendor | Usage | Cost |

Task Detail

Item 29.

| Task ID | Activity | Asset |
|---------|----------|------------------------|
| 62996 | Permit | Building Facility 1245 |

Task Log

| Entry Date | Employee | Log Entry |
|------------|----------|---|
| 3/3/2026 | Michel | <p>The proposed building addition meets the minimum setback requirements, including those applicable under the Neighborhood Conservation Overlay pursuant to Section 165.06.18 of the City Code. However, because the property is located within the Floodway Fringe Overlay District, a Floodplain Development Permit is required prior to the approval of the building permit application.</p> <p>In addition, in accordance with the Floodplain Overlay District performance standards, the lowest base elevation of the proposed structure must be a minimum of 938.2 feet, which represents one foot above the established Base Flood Elevation (BFE) of 937.2 feet.</p> |

March 13, 2026

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

RE: Discussion and Possible Action to Retire the Remaining Ash Trees in City Inventory

Dear Honorable Mayor Jacque and Council Members:

I am writing to recommend that the City Council take steps to retire the twenty-two remaining green ash trees in the city's inventory and to discontinue the Emerald Ash Borer (EAB) treatment program. This letter outlines the background, current costs, long-term outlook, and why I believe now is the right time to proceed with a planned removal effort.

The Emerald Ash Borer is a small, invasive beetle from Asia that was first found in the United States in 2002. It was discovered in Iowa in 2010. The beetle's larvae feed beneath the bark of ash trees, cutting off the tree's ability to move water and nutrients. Without treatment, an infested ash tree will die within two to four years. As of late 2024, EAB has been confirmed in all ninety-nine Iowa counties. This is not a problem that is going away. It is a permanent threat to every untreated ash tree in the state.

Several years ago, the City Council approved a phased plan to manage the city's ash tree population. Under this plan, the city began removing ash trees from the inventory while treating a select group of green ash trees to prolong their lifespan. That program has fulfilled its purpose. To date, the city has systematically removed 204 ash trees. Currently, we are down to the last twenty-two green ash trees, all of which are being treated at taxpayer expense on a two-year cycle. I am now asking the Council to take the next step and authorize the removal of these remaining trees instead of continuing the treatment program.

The twenty-two remaining green ash trees are located at various sites across the city, ranging in diameter from about 11 inches to over 30 inches. Their ages range from approximately 17 to 44 years. Each tree requires a trunk injection treatment every two years to prevent EAB infestation, at a cost of approximately \$328 per tree per treatment cycle in 2024 dollars. That means the city is spending approximately \$7,216 every two years—or roughly \$3,608 per year—to keep these

twenty-two trees alive. All twenty-two trees were last treated in 2024, meaning the next treatment cycle would come due in 2026.

As long as these trees are in the inventory, the city commits to paying at least \$7,216 every two years, indefinitely, with no end date. The treatment does not cure the tree; it only delays the inevitable. If treatment stops at any point, the tree will become infested and die. Over the next 10 years, continuing the treatment program would cost the city about \$36,080 in treatment costs alone. In comparison, the average cost to remove an ash tree is roughly \$1,200, based on the city's experience removing the 204 ash trees already taken out of inventory. At that rate, removing all twenty-two remaining trees would cost around \$26,400—a one-time expense. In other words, after about seven years of continued treatment, the city will have spent more to keep these trees alive than it would cost to remove them all and end the program.

Beyond the direct cost of treatment, other factors matter as well. Ash trees that are being treated continue to age, and as they grow larger, removal becomes more expensive when the time comes. Larger trees also pose a greater risk if they fail during a storm. Even treated trees can develop structural issues over time. In other words, the longer we wait, the more it will cost to remove these trees and the greater the danger they pose.

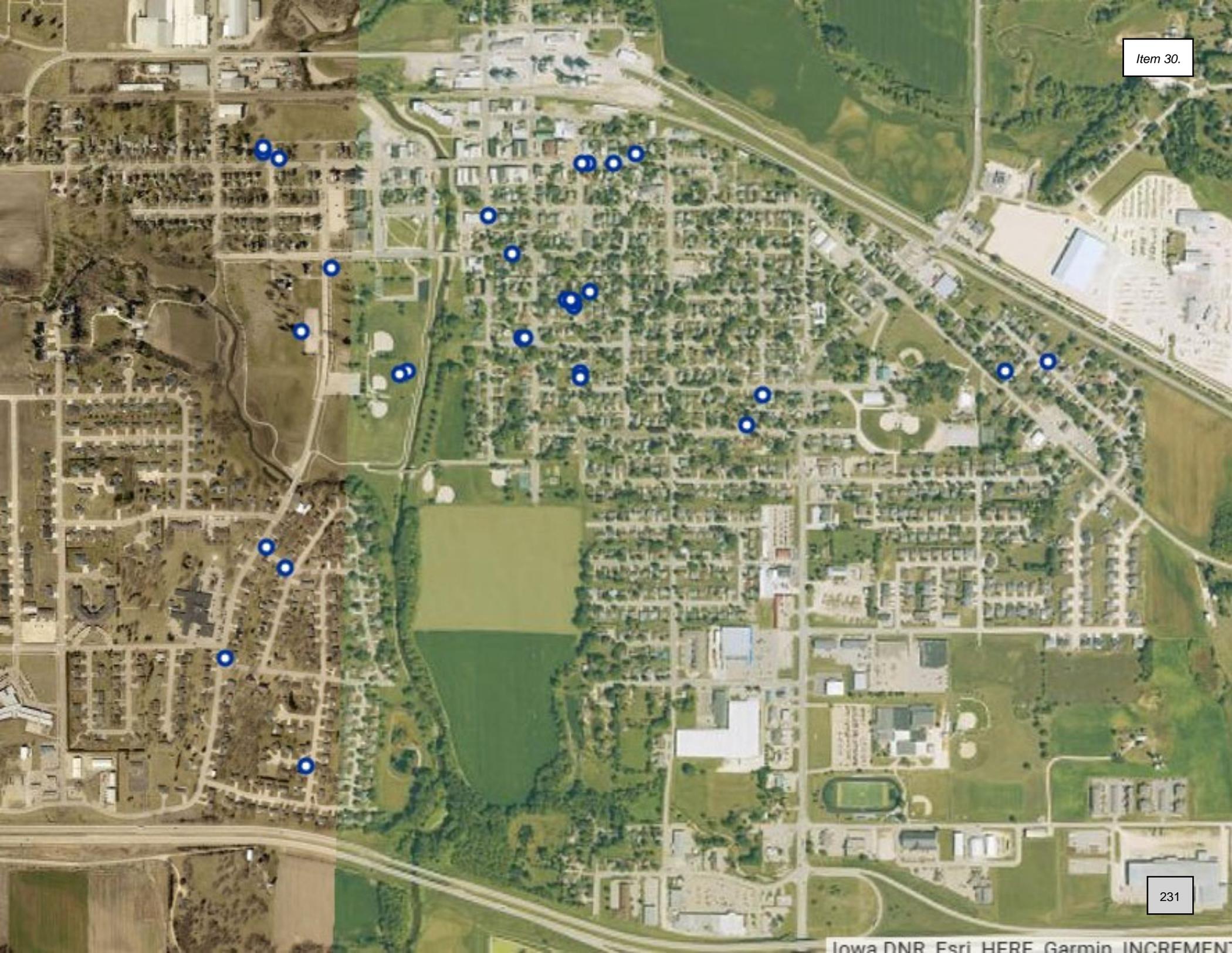
I recommend that the City Council direct staff to discontinue the EAB treatment program and begin a phased retirement of the remaining twenty-two green ash trees. This action would replace the original Council motion authorizing the treatment program with a new direction focused on removal.

I am here to answer any questions you may have, and I appreciate your consideration.

Respectfully submitted,



Mick J. Michel,
City Administrator



City of Dyersville

PROCLAMATION

WHEREAS, the City of Dyersville will observe Junior Achievement Day on the first Thursday of April, as an opportunity to recognize and celebrate Junior Achievement of the Heartland for empowering our young people to own their economic success.

WHEREAS, Junior Achievement of the Heartland’s educational contribution equips our young people to become the next generation of productive employees and self-sufficient citizens to ensure the economic prosperity of Dyersville.

WHEREAS, it is fitting for parents, educators, businesses and other members of the community to join in Junior Achievement’s effort to ensure the future success and economic health of our young people and the communities in which they live.

NOW, THEREFORE, I, Jeff Jacque, Mayor of Dyersville, do hereby proclaim official recognition of April 2, 2026, and every first Thursday of April hereafter as

“Junior Achievement Day”

in the City of Dyersville, Iowa

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dyersville, in the State of Iowa, to be affixed this 16th Day of March, 2026.

Jeff Jacque, Mayor

Attest: _____

Tricia L. Maiers, City Clerk