

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 - August 5, 2024
- 3. **Receive & File Minutes** Planning & Zoning Commission Meeting - August 12, 2024
- 4. **Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - July 10, 2024
- 5. **Receive & File Minutes** James Kennedy Public Library Board of Trustees Special Meeting - July 10, 2024
- 6. **Blasting Permit** Bennett Explosives, Inc. - September 2024
- 7. **Class C Retail Alcohol License (LC)** O So Good Winery
- 8. **Class C Retail Alcohol License** Dyersville Events
- 9. **Approve Appointment** Melissa Kane, James Kennedy Public Library Board of Trustees, expires June 30, 2026
- 10. **Authorize Mayor to Sign** Contract Payment No. 1 to Dave Schmitt Construction in the amount of \$306,927.15 for 20 West Industrial Center, Phase 3 Contract D Storm Sewer, Paving & Lighting
- 11. **Authorize Mayor to Sign** Contract Payment No. 11 (Final) to F.L. Krapfl, Inc. in the amount of \$66,026.19 for Dyersville East Road Utility Extension 2022 - Contract C - Water Pumping Station

- 12. Authorize Mayor to Sign** Change Order No. 9 (Final) - Dyersville East Road Utility Extension 2022 - Contract D - Lift Station and Linear Sewer Onsite - Portzen Construction, Inc. - \$18,258.33
- 13. Authorize Mayor to Sign** Contract Payment No. 14 (Final) to Portzen Construction, Inc. in the amount of \$8,249.89 for Dyersville East Road Utility Extension 2022 - Contract D Lift Station and Linear Sewer Onsite
- 14. Approve & Accept** Dyersville East Road Utility Extension 2022 - Contract D - Lift Station and Linear Sewer Onsite project work with Portzen Construction, Inc.
- 15. Receive & File** Fall Sewer Jetting Notice
- 16. Receive & File** Staff Report - Parks and Recreation - August 2024
- 17. Receive & File** Staff Report - Library - August 2024
- 18. Receive & File** Staff Report - Public Works - August 2024
- 19. Receive & File** Staff Report - City Administrator - August 2024

ACTION ITEMS

- 20. 6:00 P.M. Public Hearing** for approval of Residential Development Agreement with K & K Building and Supply, Inc.
- 21. Resolution No. 53-24** approving Residential Development Agreement with K&K Building Supply, Inc.
- 22. 6:00 P.M. Public Hearing** for approval of an offer to buy Real Estate and acceptance agreement with Timothy P. and Brenda Greenwood and authorization of City Administrator to enter into said agreement
- 23. Resolution No. 54-24** approving an Offer to Buy Real Estate and Acceptance Agreement with Timothy P. and Brenda Greenwood.
- 24. Correspondence** Mike Murphy, 911 6th Street SW, Dyersville, IA 52040 - City Bike Share Program

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01718 - 08.19.24 Bills List AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
GALLS	028639515	Boots	001-5-110-1-61811	SCHROEDER UNIFORMS	149.99
LEXIPOL	INVPR11239517	PoliceOne Annual Fee	001-5-110-1-62100	DUES/SUBSCRIPTIONS	683.20
PRIER AUTO	08.08.24	Replace Door Molding	001-5-110-1-63320	VEHICLE REPAIRS	214.00
TAUKE MOTORS	59877	Oil Change/Brakes/Fuel Inject..	001-5-110-1-63320	VEHICLE REPAIRS	681.58
TAUKE MOTORS	67032	Bent Dust Shield	001-5-110-1-63320	VEHICLE REPAIRS	50.88
FUERSTE CAREW JUERGENS ...	06145-1	Legal Fees - Citations	001-5-110-1-64110	LEGAL FEES	676.00
FUERSTE CAREW JUERGENS ...	06340	Legal Fees - Citations	001-5-110-1-64110	LEGAL FEES	619.00
DUBUQUE HUMANE SOCIETY	2381	Stray Animal Charge	001-5-110-1-64316	CONTRACTS	90.00
ACCESS SYSTEMS	37195716 A	PD - Copy Machine Lease	001-5-110-1-65060	OFFICE SUPPLIES	36.62
ALCOPRO INC	0286850-IN	Dry Gas	001-5-110-1-65407	DEPARTMENT SUPPLIES	254.75
JOHN DEERE FINANCIAL	5774580	Cable Ties	001-5-110-1-65407	DEPARTMENT SUPPLIES	12.99
Department 110 - POLICE Total:					3,469.01
Department: 150 - FIRE					
CRAWFORD COMPANY NOR...	08.2024 A	AC Repair & Charge	001-5-150-1-63180	BUILDINGS/GROUNDS MAIN...	490.00
TOYNE INC	IN 0017962	Scene Light	001-5-150-1-63320	VEHICLE REPAIRS	342.19
ACE HARDWARE	261961X	Batteries	001-5-150-1-65407	DEPARTMENT SUPPLIES	136.93
ACCESS SYSTEMS	INV1597154 A	Copy Machine Contract	001-5-150-1-65407	DEPARTMENT SUPPLIES	76.02
Department 150 - FIRE Total:					1,045.14
Department: 210 - TRANSPORTATION					
GIANT WASH	24212	Lueck Uniforms	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	24219	Lueck Uniforms	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	24226	Lueck Uniforms	001-5-210-2-61806	LUECK UNIFORMS	2.37
IOWA ASSOCIATION OF MUN...	31110	Safety Training	001-5-210-2-62300	MEETINGS/TRAINING	3,939.66
UNITY POINT CLINIC - OCCU...	235220	Drug Testing	001-5-210-2-64122	DRUG TESTING	42.00
MEDICAL ASSOCIATES CLINIC	263041	Drug Testing	001-5-210-2-64122	DRUG TESTING	27.00
MIDWEST PATCH / HI VIZ SA...	3522	Handicap Squares	001-5-210-2-65407	DEPARTMENT SUPPLIES	200.00
JOHN DEERE FINANCIAL	5773508	Weed Spray	001-5-210-2-65407	DEPARTMENT SUPPLIES	29.99
JOHN DEERE FINANCIAL	5774696	Air Freshner	001-5-210-2-65407	DEPARTMENT SUPPLIES	3.99
JOHN DEERE FINANCIAL	5775558	Car Cleaning Supplies	001-5-210-2-65407	DEPARTMENT SUPPLIES	44.26
JOHN DEERE FINANCIAL	5777333	Latch	001-5-210-2-65407	DEPARTMENT SUPPLIES	5.99
JOHN DEERE FINANCIAL	5778813	Plumbing Supplies	001-5-210-2-65407	DEPARTMENT SUPPLIES	81.93
SELCO INC	82705	Signs/Cone Rental Fees	001-5-210-2-65407	DEPARTMENT SUPPLIES	612.00
EASTERN IOWA ASPHALT MA...	9544	Restriping crosswalks/parking..	001-5-210-2-67621	STREET REHABILITATION	5,435.21
Department 210 - TRANSPORTATION Total:					10,429.14
Department: 410 - LIBRARY					
ZURAWSKI, PAUL	07.25.24	Training - Mileage reimburs...	001-5-410-4-62300	MEETINGS/TRAINING	77.18
VONDERHAAR, SHIRLEY	09.15.24	Flight to ARSL Conference	001-5-410-4-62300	MEETINGS/TRAINING	257.95
GIANT WASH	24212	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	2.37
GIANT WASH	24219	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	13.12
GIANT WASH	24226	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	2.37
MR LOCK & KEY	6455	Lock Replacement	001-5-410-4-63750	MAINTENANCE	199.99
PREMIER WINDOW CLEANING	8510	Window Cleaning	001-5-410-4-63750	MAINTENANCE	158.00
ACCESS SYSTEMS	37195716 A	Library - Copy Machine Lease	001-5-410-4-64316	CONTRACTS	182.08
HANSEL CLEANING SERVICES ...	07.07.24	Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	200.00
HANSEL CLEANING SERVICES ...	07.14.24	Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	200.00
HANSEL CLEANING SERVICES ...	07.21.24	Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	200.00
HANSEL CLEANING SERVICES ...	07.28.24	Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	200.00
HANSEL CLEANING SERVICES ...	08.04.24	Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	200.00
DUBUQUE COUNTY LIBRARY...	07.10.24	Postcards/Marketing	001-5-410-4-65060	OFFICE SUPPLIES	79.62
SCHRANDT, DAWN	07.11.2024	Supplies for Marketing Activit..	001-5-410-4-65060	OFFICE SUPPLIES	22.48
SCHRANDT, DAWN	07.17.24	Postage	001-5-410-4-65060	OFFICE SUPPLIES	11.00

Expense Approval Register

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Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
BLACKSTONE PUBLISHING	2162150	CD Processing	001-5-410-4-65060	OFFICE SUPPLIES	5.90
DEMCO EDUCATIONAL CORP	7502946	Book Supplies	001-5-410-4-65060	OFFICE SUPPLIES	61.80
BAKER & TAYLOR BOOKS	0003300872	Books returned	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	-123.92
O'DELL, DINO	06.16..24	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	20.00
OVERDRIVE	06497CO24223347	Electronic Media	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	387.38
OVERDRIVE	07.01.2024	Electronic Media - Consortia ...	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	1,374.48
BAKER & TAYLOR BOOKS	2038403915	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	277.72
BAKER & TAYLOR BOOKS	2038403935	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	73.47
BAKER & TAYLOR BOOKS	2038403936	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	18.24
BAKER & TAYLOR BOOKS	2038403937	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	34.19
BAKER & TAYLOR BOOKS	2038403938	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	99.71
BAKER & TAYLOR BOOKS	2038403939	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	66.66
BAKER & TAYLOR BOOKS	2038403940	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	68.40
BAKER & TAYLOR BOOKS	2038403941	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	34.20
BAKER & TAYLOR BOOKS	2038403945	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	34.20
BAKER & TAYLOR BOOKS	2038403950	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	15.96
BAKER & TAYLOR BOOKS	2038403951	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	67.26
BAKER & TAYLOR BOOKS	2038403956	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	15.96
BAKER & TAYLOR BOOKS	2038404134	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	33.06
BAKER & TAYLOR BOOKS	2038420704	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	170.47
BAKER & TAYLOR BOOKS	2038420704	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	74.61
BAKER & TAYLOR BOOKS	2038420704	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	179.86
BAKER & TAYLOR BOOKS	2038420704	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	386.24
BAKER & TAYLOR BOOKS	2038438491	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	67.43
BAKER & TAYLOR BOOKS	2038438491	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	65.53
BAKER & TAYLOR BOOKS	2038450656	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	46.12
CENTER POINT PUBLISHING	2107850	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	103.88
BLACKSTONE PUBLISHING	2162150	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	69.28
INGRAM LIBRARY SERVICES	63083594	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	30.45
INGRAM LIBRARY SERVICES	67727980	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	15.50
INGRAM LIBRARY SERVICES	67727980	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	64.11
GREY HOUSE PUBLISHING	985670	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	163.00

Department 410 - LIBRARY Total: 6,007.31**Department: 430 - PARKS**

POMP'S TIRE SERVICE	770056000	Tire Repair	001-5-430-4-63320	VEHICLE REPAIRS	146.04
HEFEL PORTABLE SERVICES L...	3953	Portable Restrooms	001-5-430-4-64322	CONTRACTED SERVICES	7,758.86
HEFEL PORTABLE SERVICES L...	4053	Portable Restrooms	001-5-430-4-64322	CONTRACTED SERVICES	220.00
WOLF, RUSS	08.04.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	150.00
NIEMAN, TIM	08.04.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	150.00
WERNER, RON	08.04.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	100.00
NABER, MATT	08.11.24 A	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	175.00
WOLF, RUSS	08.11.24	Umpire Fees	001-5-430-4-64323	COACHES/UMPIRES	150.00
WERNER, RON	08.11.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	75.00
PET WASTE ELIMINATOR	43352743	Pet Waste Bags	001-5-430-4-65407	DEPARTMENT SUPPLIES	335.99
JUST FOR YOU	5992	Banners	001-5-430-4-65407	DEPARTMENT SUPPLIES	198.00
DIAMOND VOGEL	221161769	Soccer Field Paint	001-5-430-4-65409	SOCCER PROGRAM SUPPLIES	2,155.00
BSN SPORTS/COLLEGIATE PA...	926287214	Soccer Balls	001-5-430-4-65409	SOCCER PROGRAM SUPPLIES	1,297.87
COBRA LANES	08.2024 1st	Prize Money - 1st Place Softb...	001-5-430-4-65410	SOFTBALL PROGRAM SUPPLI...	200.00
TEXTILE BREWERY	08.2024 2nd	Prize Money - 2nd Place Soft...	001-5-430-4-65410	SOFTBALL PROGRAM SUPPLI...	100.00

Department 430 - PARKS Total: 13,211.76**Department: 445 - AQUATIC CENTER**

ACE HARDWARE	262516	Bleach/Bandages	001-5-445-4-65407	DEPARTMENT SUPPLIES	11.07
ATLANTIC COCA COLA	4641369	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	149.97
MYERS-COX COMPANY	587283	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	369.98

Department 445 - AQUATIC CENTER Total: 531.02**Department: 460 - COMMUNITY CENTER**

BLUE PATH FINANCE INC	DYERSVL81	Social Center Solar Energy	001-5-460-4-63710	ELECTRICITY	477.00
TJ CLEANING SERVICES	08.08.24 Soc Ctr	Cleaning Services Wk of 8/2 t...	001-5-460-4-64322	CONTRACTED SERVICES	180.00
TJ CLEANING SERVICES	08.15.24 Soc Ctr	Cleaning Services Wk of 8/9 t...	001-5-460-4-64322	CONTRACTED SERVICES	175.00

Expense Approval Register

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GIANT WASH	24212	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	2.37
GIANT WASH	24219	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
GIANT WASH	24226	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	2.37
Department 460 - COMMUNITY CENTER Total:					849.86
Department: 620 - CLERK, TREAS & FINANCE					
QUILL CORPORATION	39760118	File Folders/Sign Here Tags	001-5-620-6-65060	OFFICE SUPPLIES	16.89
QUILL CORPORATION	39883547	Self Ink Date Stamp	001-5-620-6-65060	OFFICE SUPPLIES	18.23
Department 620 - CLERK, TREAS & FINANCE Total:					35.12
Department: 640 - CITY ATTORNEY					
FUERSTE CAREW JUERGENS ...	06341	Legal Fees - Ollendick	001-5-640-6-64110	LEGAL FEES	117.00
FUERSTE CAREW JUERGENS ...	06342	Legal Fees - General Matters	001-5-640-6-64110	LEGAL FEES	1,226.88
FUERSTE CAREW JUERGENS ...	06343	Legal Fees - ARPA	001-5-640-6-64110	LEGAL FEES	1,696.50
Department 640 - CITY ATTORNEY Total:					3,040.38
Department: 650 - CITY HALL & GEN BLDGS					
TJ CLEANING SERVICES	08.08.24 City	Cleaning Services Wk to 8/2 ...	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
TJ CLEANING SERVICES	08.15.24 City Hall	Cleaning Services Wk of 8/9 t...	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
GIANT WASH	24212	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	25.62
GIANT WASH	24219	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	13.12
GIANT WASH	24226	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	25.63
ACE HARDWARE	262711	Drill Bits	001-5-650-6-63100	BUILDING MAINTENANCE	45.01
JOHN DEERE FINANCIAL	5778181	Screws	001-5-650-6-63100	BUILDING MAINTENANCE	8.99
SCHINDLER ELEVATOR CORP...	7153982733	Elevator Maintenance	001-5-650-6-63100	BUILDING MAINTENANCE	774.07
MIDWEST HOME INSPECTION..	08.09.24	Property Inspection	001-5-650-6-63324	MISC. EXPENDITURES	300.00
HESS, DANIEL	240804-1	Entertainment - Dueling Pian...	001-5-650-6-63324	MISC. EXPENDITURES	1,000.00
GIRAUD, MATTHEW	240804-2	Entertainment - Dueling Pian...	001-5-650-6-63324	MISC. EXPENDITURES	1,000.00
SEBASTIAN, ERIK	240804-3	Entertainment - Dueling Pianos	001-5-650-6-63324	MISC. EXPENDITURES	500.00
BLUE PATH FINANCE INC	DYERSVL81	P & A Solar Energy	001-5-650-6-63710	ELECTRICITY	445.85
AIRESPRING	187086639	Phone	001-5-650-6-63730	TELEPHONE	341.54
IMON COMMUNICATIONS LLC	2071570	Internet Services	001-5-650-6-63730	TELEPHONE	1,005.00
COMPUTER DOCTORS INC	105847	Software Renewal/Support	001-5-650-6-64322	CONTRACTED SERVICES	3,277.00
CAPITAL SANITARY SUPPLY	D 151584	Towels	001-5-650-6-65412	BUILDING SUPPLIES	87.19
CAPITAL SANITARY SUPPLY	D151294	Cleaner/Tissue/Bags	001-5-650-6-65412	BUILDING SUPPLIES	313.10
Department 650 - CITY HALL & GEN BLDGS Total:					9,612.12
Department: 670 - OTHER GENERAL GOVT					
GREATER DUBUQUE DEVEL ...	08.2024	Membership Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	6,700.00
MAIERS, TRICIA	08.03.24	IMFOA Board Meeting - Mile...	001-5-670-6-62300	MEETINGS/TRAINING	92.46
DYERSVILLE COMMERCIAL	07244079	Legal Notices	001-5-670-6-64020	PUBLICATIONS	279.21
ACCESS SYSTEMS	37195716 A	City - Copy Machine Lease	001-5-670-6-64316	CONTRACTS	146.48
Department 670 - OTHER GENERAL GOVT Total:					7,218.15
Fund 001 - GENERAL FUND Total:					55,449.01
Fund: 002 - LIBRARY TRUST FUND					
Department: 410 - LIBRARY					
BAKER & TAYLOR BOOKS	2038403937	McCool Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	17.10
BAKER & TAYLOR BOOKS	2038403938	Westermeier Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	16.53
BAKER & TAYLOR BOOKS	2038420704	Westermeier Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	15.39
BAKER & TAYLOR BOOKS	2038420704	Adopt A Book	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	17.10
BAKER & TAYLOR BOOKS	2038438491	McCool Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	32.49
KANOPY INC	410321-PPU	Streaming Services	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	36.00
HOOPLA BY MIDWEST TAPE	505843974	Streaming Services	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	497.19
INGRAM LIBRARY SERVICES	63083594	Summer Reading Program -C...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	1,353.63
INGRAM LIBRARY SERVICES	67727980	Summer Reading Program -C...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	268.74
GREY HOUSE PUBLISHING	985669	ANF Grant	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	154.75
SWANK MOVIE LICENSING U...	BO 2222273	Movie License - PPR Fee	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	286.00
MM MECHANICAL	i3463	Love My Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	300.00
Department 410 - LIBRARY Total:					2,994.92
Fund 002 - LIBRARY TRUST FUND Total:					2,994.92

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 112 - TRUST AND AGENCY FUND					
Department: 460 - COMMUNITY CENTER					
DOMEYER, RICK	08.03.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
MAIERS, TRICIA	08.04.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
KLOSTERMANN, ROGER	08.04.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
MAIERS, AUDREY	08.11.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
Department 460 - COMMUNITY CENTER Total:					400.00
Fund 112 - TRUST AND AGENCY FUND Total:					400.00
Fund: 301 - CAPITAL PROJECTS FUND					
Department: 723 - CAPITAL PROJECT					
IMPACT7G	34881 A	BRIC Project Scoping	301-5-723-8-64063	ENGINEERS FEES	16,366.50
Department 723 - CAPITAL PROJECT Total:					16,366.50
Department: 764 - CAPITAL PROJECT					
ADONA, MARIO	2024-03	Sidewalk Replacement	301-5-764-8-64322	CONTRACTED SERVICES	8.58
Department 764 - CAPITAL PROJECT Total:					8.58
Fund 301 - CAPITAL PROJECTS FUND Total:					16,375.08
Fund: 600 - WATER FUND					
Department: 810 - WATER					
GIANT WASH	24212	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	13.47
GIANT WASH	24219	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	13.47
GIANT WASH	24226	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	9.30
GIANT WASH	24212	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	2.37
GIANT WASH	24219	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	2.37
GIANT WASH	24226	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	12.77
JEFF'S AUTO SERVICE	160297 A	Oil Change / Tires	600-5-810-9-63320	VEHICLE REPAIRS	1,021.31
BLUE PATH FINANCE INC	DYERSVL81	Well 4 Solar Energy	600-5-810-9-63710	ELECTRICITY	2,947.98
MICROBAC LABORATORIES	NT2404392	Radium Testing	600-5-810-9-64317	TESTING	59.75
ACCESS SYSTEMS	37195716 A	Wtr - Copy Machine Lease	600-5-810-9-65060	OFFICE SUPPLIES	36.62
JOHN DEERE FINANCIAL	5778620	Nozzle/Gloves/Hose Coupling	600-5-810-9-65407	DEPARTMENT SUPPLIES	23.97
HAWKINS WATER TREATME...	6827594	Azone/LPC-4/Tonkazorb	600-5-810-9-65407	DEPARTMENT SUPPLIES	4,076.90
HAWKINS WATER TREATME...	68275995	Azone	600-5-810-9-65407	DEPARTMENT SUPPLIES	477.16
USA BLUE BOOK	INV00436309	Testing Dispensers	600-5-810-9-65407	DEPARTMENT SUPPLIES	33.60
USA BLUE BOOK	INV00436333	Cleaning Kit/Testing Supplies	600-5-810-9-65407	DEPARTMENT SUPPLIES	471.19
Department 810 - WATER Total:					9,202.23
Fund 600 - WATER FUND Total:					9,202.23
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
GIANT WASH	24212	Menke Uniforms	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	24219	Menke Uniforms	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	24226	Menke Uniforms	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	24212	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	19.01
GIANT WASH	24219	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	19.01
GIANT WASH	24226	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	12.77
WINCAN LLC	8925	Annual Maintenace	610-5-815-9-62100	DUES/SUBSCRIPTIONS	9,350.00
MICROBAC LABORATORIES	NT 2407298	Testing	610-5-815-9-64317	TESTING	590.00
ACCESS SYSTEMS	37195716 A	WW - Copy Machine Lease	610-5-815-9-65060	OFFICE SUPPLIES	36.62
JOHN DEERE FINANCIAL	5775239	Light/Switch/Soap/Freshner	610-5-815-9-65407	DEPARTMENT SUPPLIES	74.45
BELL BANK EQUIPMENT FIN...	123759	Sewer Jetter	610-5-815-9-67274	CAPITAL IMPROVEMENTS/E...	4,689.80
Department 815 - SEWER Total:					14,798.77
Fund 610 - SEWER FUND Total:					14,798.77
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
BI-COUNTY DISPOSAL INC	103431	Garbage/Recycling Fees	670-5-840-9-64316	CONTRACTS	26,125.95

Expense Approval Register

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Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
ACCESS SYSTEMS	37195716 A	SW - Copy Machine Lease	670-5-840-9-65060	OFFICE SUPPLIES	36.62
Department 840 - SOLID WASTE Total:					26,162.57
Fund 670 - SOLID WASTE FUND Total:					26,162.57
Grand Total:					125,382.58

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	55,449.01
002 - LIBRARY TRUST FUND	2,994.92
112 - TRUST AND AGENCY FUND	400.00
301 - CAPITAL PROJECTS FUND	16,375.08
600 - WATER FUND	9,202.23
610 - SEWER FUND	14,798.77
670 - SOLID WASTE FUND	26,162.57
Grand Total:	125,382.58

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61811	SCHROEDER UNIFORMS	149.99
001-5-110-1-62100	DUES/SUBSCRIPTIONS	683.20
001-5-110-1-63320	VEHICLE REPAIRS	946.46
001-5-110-1-64110	LEGAL FEES	1,295.00
001-5-110-1-64316	CONTRACTS	90.00
001-5-110-1-65060	OFFICE SUPPLIES	36.62
001-5-110-1-65407	DEPARTMENT SUPPLIES	267.74
001-5-150-1-63180	BUILDINGS/GROUNDS ...	490.00
001-5-150-1-63320	VEHICLE REPAIRS	342.19
001-5-150-1-65407	DEPARTMENT SUPPLIES	212.95
001-5-210-2-61806	LUECK UNIFORMS	7.11
001-5-210-2-62300	MEETINGS/TRAINING	3,939.66
001-5-210-2-64122	DRUG TESTING	69.00
001-5-210-2-65407	DEPARTMENT SUPPLIES	978.16
001-5-210-2-67621	STREET REHABILITATION	5,435.21
001-5-410-4-62300	MEETINGS/TRAINING	335.13
001-5-410-4-63750	MAINTENANCE	375.85
001-5-410-4-64316	CONTRACTS	182.08
001-5-410-4-64322	CONTRACTED SERVICES	1,000.00
001-5-410-4-65060	OFFICE SUPPLIES	180.80
001-5-410-4-67701	BOOKS/FILMS/RECORDS...	3,933.45
001-5-430-4-63320	VEHICLE REPAIRS	146.04
001-5-430-4-64322	CONTRACTED SERVICES	7,978.86
001-5-430-4-64323	COACHES/UMPIRES	800.00
001-5-430-4-65407	DEPARTMENT SUPPLIES	533.99
001-5-430-4-65409	SOCCER PROGRAM SUP...	3,452.87
001-5-430-4-65410	SOFTBALL PROGRAM SU...	300.00
001-5-445-4-65407	DEPARTMENT SUPPLIES	11.07
001-5-445-4-65414	CONCESSION STAND SU...	519.95
001-5-460-4-63710	ELECTRICITY	477.00
001-5-460-4-64322	CONTRACTED SERVICES	372.86
001-5-620-6-65060	OFFICE SUPPLIES	35.12
001-5-640-6-64110	LEGAL FEES	3,040.38
001-5-650-6-63100	BUILDING MAINTENANCE	1,342.44
001-5-650-6-63324	MISC. EXPENDITURES	2,800.00
001-5-650-6-63710	ELECTRICITY	445.85
001-5-650-6-63730	TELEPHONE	1,346.54
001-5-650-6-64322	CONTRACTED SERVICES	3,277.00
001-5-650-6-65412	BUILDING SUPPLIES	400.29
001-5-670-6-62100	DUES/SUBSCRIPTIONS	6,700.00
001-5-670-6-62300	MEETINGS/TRAINING	92.46
001-5-670-6-64020	PUBLICATIONS	279.21
001-5-670-6-64316	CONTRACTS	146.48
002-5-410-4-67700	LIBRARY TRUST EXPENDI...	2,994.92
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	400.00
301-5-723-8-64063	ENGINEERS FEES	16,366.50
301-5-764-8-64322	CONTRACTED SERVICES	8.58
600-5-810-9-61809	RECKER UNIFORMS	36.24

Account Summary

Account Number	Account Name	Expense Amount
600-5-810-9-61814	HERBERS UNIFORMS	17.51
600-5-810-9-63320	VEHICLE REPAIRS	1,021.31
600-5-810-9-63710	ELECTRICITY	2,947.98
600-5-810-9-64317	TESTING	59.75
600-5-810-9-65060	OFFICE SUPPLIES	36.62
600-5-810-9-65407	DEPARTMENT SUPPLIES	5,082.82
610-5-815-9-61810	MENKE UNIFORMS	7.11
610-5-815-9-61813	REICHER UNIFORMS	50.79
610-5-815-9-62100	DUES/SUBSCRIPTIONS	9,350.00
610-5-815-9-64317	TESTING	590.00
610-5-815-9-65060	OFFICE SUPPLIES	36.62
610-5-815-9-65407	DEPARTMENT SUPPLIES	74.45
610-5-815-9-67274	CAPITAL IMPROVEMENT...	4,689.80
670-5-840-9-64316	CONTRACTS	26,125.95
670-5-840-9-65060	OFFICE SUPPLIES	36.62
Grand Total:		125,382.58

Project Account Summary

Project Account Key	Expense Amount
None	102,365.13
30123010	16,366.50
301SIDEWALK	8.58
410AB	239.75
410AF	1,006.62
410AN	616.67
410EM	1,761.86
410LP	103.88
410PF	114.56
410PN	15.50
410TAAB	17.10
410TGRANT	1,777.12
410TMEM	81.51
410TPROG	833.19
410YAF	74.61
Grand Total:	125,382.58



Dyersville, IA

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Packet: APPKT01719 - 08.19.24 Bills List - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
WEX BANK	07.2024	Police - Gas	001-5-110-1-63310	GAS/ETHANOL/DIESEL	2,706.22
ALLIANT ENERGY	07.29.24	Police Department Electricity	001-5-110-1-63710	ELECTRICITY	275.00
ALLIANT ENERGY	07.29.24	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	97.36
BLACK HILLS ENERGY	07.2024	Police - Natural Gas	001-5-110-1-63711	GAS HEAT	35.26
VISA	07.2024	CC - Ink Pads	001-5-110-1-65060	OFFICE SUPPLIES	355.55
VISA	07.2024	CC - Envelopes	001-5-110-1-65060	OFFICE SUPPLIES	1,747.20
Department 110 - POLICE Total:					5,216.59
Department: 130 - EMERGENCY MANAGEMENT					
MAQUOKETA VALLEY ELECTR...	08.08.24	Tornado Siren Electricity	001-5-130-1-67275	EMERGENCY EQUIPMENT	48.15
Department 130 - EMERGENCY MANAGEMENT Total:					48.15
Department: 150 - FIRE					
WEX BANK	07.2024	Fire - Gas	001-5-150-1-63310	GAS/ETHANOL/DIESEL	696.78
MAQUOKETA VALLEY ELECTR...	08.08.24	Fire - Electricity	001-5-150-1-63710	ELECTRICITY	600.90
BLACK HILLS ENERGY	07.2024	Fire Dept - Natural Gas	001-5-150-1-63711	GAS HEAT	36.73
Department 150 - FIRE Total:					1,334.41
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	07.29.24	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	405.55
MAQUOKETA VALLEY ELECTR...	08.08.24	Street Light Electricity	001-5-180-1-63710	ELECTRICITY	158.03
MAQUOKETA VALLEY ELECTR...	08.08.24	Field of Dreams Electricity	001-5-180-1-63710	ELECTRICITY	58.98
MAQUOKETA VALLEY ELECTR...	08.08.24	Street Lights 2 Electricity	001-5-180-1-63710	ELECTRICITY	10.29
MAQUOKETA VALLEY ELECTR...	08.08.24	Castle Hill Lights Electricity	001-5-180-1-63710	ELECTRICITY	46.41
MAQUOKETA VALLEY ELECTR...	08.08.24	Stop Lights Electricity	001-5-180-1-63710	ELECTRICITY	55.76
Department 180 - MISC. COMMUNITY PROTECTION Total:					735.02
Department: 210 - TRANSPORTATION					
WEX BANK	07.2024	Public Works - Gas	001-5-210-2-63310	GAS/ETHANOL/DIESEL	1,085.02
ALLIANT ENERGY	07.29.24	Public Works - Electricity	001-5-210-2-63710	ELECTRICITY	223.25
BLACK HILLS ENERGY	07.2024	Public Works - Natural Gas	001-5-210-2-63711	GAS HEAT	36.00
VISA	07.2024	CC - Envelopes	001-5-210-2-65407	DEPARTMENT SUPPLIES	222.28
Department 210 - TRANSPORTATION Total:					1,566.55
Department: 410 - LIBRARY					
VISA	07.2024	CC - Online Meeting Registrat..	001-5-410-4-62300	MEETINGS/TRAINING	200.00
ALLIANT ENERGY	07.29.24	Library Electricity	001-5-410-4-63710	ELECTRICITY	1,096.49
BLACK HILLS ENERGY	07.2024	Library - Natural Gas	001-5-410-4-63711	GAS HEAT	47.76
AMAZON	17FK-1CGY-CFMP	Marketing	001-5-410-4-65060	OFFICE SUPPLIES	26.48
AMAZON	17FK-1CGY-CFMP	Programs	001-5-410-4-65060	OFFICE SUPPLIES	9.99
AMAZON	17FK-1CGY-CFMP	Supplies	001-5-410-4-65060	OFFICE SUPPLIES	336.39
AMAZON	17FK-1CGY-CFMP	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	266.29
AMAZON	17FK-1CGY-CFMP	DVD	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	509.03
AMAZON	17FK-1CGY-CFMP	Games	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	115.02
AMAZON	17FK-1CGY-CFMP	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	93.73
AMAZON	17FK-1CGY-CFMP	Library of Things	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	42.99
AMAZON	17FK-1CGY-CFMP	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	171.17
AMAZON	17FK-1CGY-CFMP	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	289.40
AMAZON	1W7W-GJP1-FF9X	DVD return	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	-19.95
CENGAGE LEARNING	84637003	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	184.75
CENGAGE LEARNING	84652731	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	28.79
CENGAGE LEARNING	84724305	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	18.39
Department 410 - LIBRARY Total:					3,416.72
Department: 430 - PARKS					
WEX BANK	07.2024	Parks - Gas	001-5-430-4-63310	GAS/ETHANOL/DIESEL	347.97

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
ALLIANT ENERGY	07.29.24	Park Electricity	001-5-430-4-63710	ELECTRICITY	462.17
VISA	07.2024	CC - Envelopes	001-5-430-4-65060	OFFICE SUPPLIES	222.28
				Department 430 - PARKS Total:	1,032.42
Department: 445 - AQUATIC CENTER					
ALLIANT ENERGY	07.29.24	Pool Electricity	001-5-445-4-63710	ELECTRICITY	2,051.39
BLACK HILLS ENERGY	07.2024	Pool - Natural Gas	001-5-445-4-63711	GAS HEAT	749.89
VISA	07.2024	CC - Microphone	001-5-445-4-65407	DEPARTMENT SUPPLIES	42.39
VISA	07.2024	CC - Envelopes	001-5-445-4-65407	DEPARTMENT SUPPLIES	222.27
				Department 445 - AQUATIC CENTER Total:	3,065.94
Department: 460 - COMMUNITY CENTER					
BLACK HILLS ENERGY	07.2024	Social Center - Natural Gas	001-5-460-4-63711	GAS HEAT	36.73
WINDSTREAM	07.2024 Soc Ctr	Phone	001-5-460-4-63730	TELEPHONE	127.46
				Department 460 - COMMUNITY CENTER Total:	164.19
Department: 620 - CLERK, TREAS & FINANCE					
VISA	07.2024	CC - Envelopes	001-5-620-6-65060	OFFICE SUPPLIES	226.18
				Department 620 - CLERK, TREAS & FINANCE Total:	226.18
Department: 650 - CITY HALL & GEN BLDGS					
ALLIANT ENERGY	07.29.24	City Hall Electricity	001-5-650-6-63710	ELECTRICITY	275.84
BLACK HILLS ENERGY	07.2024	Museum - Natural Gas	001-5-650-6-63711	GAS HEAT	35.26
BLACK HILLS ENERGY	07.2024	City Hall - Natural Gas	001-5-650-6-63711	GAS HEAT	38.95
MAQUOKETA VALLEY ELECTR...	08.2024 Fire	Fiber Optic - Business Ultra	001-5-650-6-63730	TELEPHONE	399.45
MAQUOKETA VALLEY ELECTR...	08.2024 FOD	Internet- Field of Dreams	001-5-650-6-63730	TELEPHONE	379.55
VISA	07.2024	CC - Flag Rope Credit	001-5-650-6-65412	BUILDING SUPPLIES	-203.90
VISA	07.2024	CC - Bowl Cleaner	001-5-650-6-65412	BUILDING SUPPLIES	23.96
				Department 650 - CITY HALL & GEN BLDGS Total:	949.11
Department: 670 - OTHER GENERAL GOVT					
GREATER DUBUQUE DEVEL ...	08.2024 Invest	Investment	001-5-670-6-62100	DUES/SUBSCRIPTIONS	775.00
				Department 670 - OTHER GENERAL GOVT Total:	775.00
				Fund 001 - GENERAL FUND Total:	18,530.28
Fund: 002 - LIBRARY TRUST FUND					
Department: 410 - LIBRARY					
VISA	07.2024	CC - Facebook Ads	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	15.00
AMAZON	17FK-1CGY-CFMP	Teen Summer Reading Progr...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	89.08
AMAZON	17FK-1CGY-CFMP	Summer Reading Program (F...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	154.78
AMAZON	17FK-1CGY-CFMP	Summer Reading Program (G...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	293.04
CENGAGE LEARNING	84637003	Books - Lion's Club	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	65.58
CENGAGE LEARNING	84652731	Kroeger Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	56.78
CENGAGE LEARNING	84675235	Books - Lion's Club	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	29.59
CENGAGE LEARNING	84693482	Maiers Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	79.97
				Department 410 - LIBRARY Total:	783.82
				Fund 002 - LIBRARY TRUST FUND Total:	783.82
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	07.29.24	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	946.27
				Department 180 - MISC. COMMUNITY PROTECTION Total:	946.27
				Fund 110 - ROAD USE FUND Total:	946.27
Fund: 600 - WATER FUND					
Department: 810 - WATER					
WEX BANK	07.2024	Water - Gas	600-5-810-9-63310	GAS/ETHANOL/DIESEL	574.53
ALLIANT ENERGY	07.29.24	Water Electricity	600-5-810-9-63710	ELECTRICITY	3,084.16
MAQUOKETA VALLEY ELECTR...	08.08.24	Well 5 Electricity	600-5-810-9-63710	ELECTRICITY	2,236.12
BLACK HILLS ENERGY	07.2024	Water/Am Legion - Natural G...	600-5-810-9-63711	GAS HEAT	36.73
VISA	07.2024	CC - Envelopes	600-5-810-9-65060	OFFICE SUPPLIES	222.28
VISA	07.2024	CC - Buckets	600-5-810-9-65407	DEPARTMENT SUPPLIES	30.98
				Department 810 - WATER Total:	6,184.80
				Fund 600 - WATER FUND Total:	6,184.80

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
WEX BANK	07.2024	Sewer - Gas	610-5-815-9-63310	GAS/ETHANOL/DIESEL	464.29
ALLIANT ENERGY	07.29.24	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	687.62
MAQUOKETA VALLEY ELECTR...	08.08.24	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	1,290.29
MAQUOKETA VALLEY ELECTR...	08.08.24	Ind Park Lift Station Electricity	610-5-815-9-63710	ELECTRICITY	116.54
MAQUOKETA VALLEY ELECTR...	08.08.24	Press Building Electricity	610-5-815-9-63710	ELECTRICITY	2,300.55
VISA	07.2024	CC - Envelopes	610-5-815-9-65060	OFFICE SUPPLIES	222.28
VISA	07.2024	CC - Exhaust Fan	610-5-815-9-65407	DEPARTMENT SUPPLIES	124.93
				Department 815 - SEWER Total:	5,206.50
				Fund 610 - SEWER FUND Total:	5,206.50
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
MAQUOKETA VALLEY ELECTR...	08.08.24	Compost Site Electricity	670-5-840-9-63710	ELECTRICITY	65.80
VISA	07.2024	CC - Envelopes	670-5-840-9-65060	OFFICE SUPPLIES	222.28
				Department 840 - SOLID WASTE Total:	288.08
				Fund 670 - SOLID WASTE FUND Total:	288.08
				Grand Total:	31,939.75

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	18,530.28
002 - LIBRARY TRUST FUND	783.82
110 - ROAD USE FUND	946.27
600 - WATER FUND	6,184.80
610 - SEWER FUND	5,206.50
670 - SOLID WASTE FUND	288.08
Grand Total:	31,939.75

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63310	GAS/ETHANOL/DIESEL	2,706.22
001-5-110-1-63710	ELECTRICITY	372.36
001-5-110-1-63711	GAS HEAT	35.26
001-5-110-1-65060	OFFICE SUPPLIES	2,102.75
001-5-130-1-67275	EMERGENCY EQUIPMENT	48.15
001-5-150-1-63310	GAS/ETHANOL/DIESEL	696.78
001-5-150-1-63710	ELECTRICITY	600.90
001-5-150-1-63711	GAS HEAT	36.73
001-5-180-1-63710	ELECTRICITY	735.02
001-5-210-2-63310	GAS/ETHANOL/DIESEL	1,085.02
001-5-210-2-63710	ELECTRICITY	223.25
001-5-210-2-63711	GAS HEAT	36.00
001-5-210-2-65407	DEPARTMENT SUPPLIES	222.28
001-5-410-4-62300	MEETINGS/TRAINING	200.00
001-5-410-4-63710	ELECTRICITY	1,096.49
001-5-410-4-63711	GAS HEAT	47.76
001-5-410-4-65060	OFFICE SUPPLIES	372.86
001-5-410-4-67701	BOOKS/FILMS/RECORDS...	1,699.61
001-5-430-4-63310	GAS/ETHANOL/DIESEL	347.97
001-5-430-4-63710	ELECTRICITY	462.17
001-5-430-4-65060	OFFICE SUPPLIES	222.28
001-5-445-4-63710	ELECTRICITY	2,051.39
001-5-445-4-63711	GAS HEAT	749.89
001-5-445-4-65407	DEPARTMENT SUPPLIES	264.66
001-5-460-4-63711	GAS HEAT	36.73
001-5-460-4-63730	TELEPHONE	127.46
001-5-620-6-65060	OFFICE SUPPLIES	226.18
001-5-650-6-63710	ELECTRICITY	275.84
001-5-650-6-63711	GAS HEAT	74.21
001-5-650-6-63730	TELEPHONE	779.00
001-5-650-6-65412	BUILDING SUPPLIES	-179.94
001-5-670-6-62100	DUES/SUBSCRIPTIONS	775.00
002-5-410-4-67700	LIBRARY TRUST EXPENDI...	783.82
110-5-180-1-63710	ELECTRICITY	946.27
600-5-810-9-63310	GAS/ETHANOL/DIESEL	574.53
600-5-810-9-63710	ELECTRICITY	5,320.28
600-5-810-9-63711	GAS HEAT	36.73
600-5-810-9-65060	OFFICE SUPPLIES	222.28
600-5-810-9-65407	DEPARTMENT SUPPLIES	30.98
610-5-815-9-63310	GAS/ETHANOL/DIESEL	464.29
610-5-815-9-63710	ELECTRICITY	4,395.00
610-5-815-9-65060	OFFICE SUPPLIES	222.28
610-5-815-9-65407	DEPARTMENT SUPPLIES	124.93
670-5-840-9-63710	ELECTRICITY	65.80
670-5-840-9-65060	OFFICE SUPPLIES	222.28
Grand Total:		31,939.75

Project Account Summary

Project Account Key	Expense Amount
None	29,456.32
410AF	266.29
410AN	289.40
410DVD	489.08
410GAMES	115.02
410LP	231.93
410SS	42.99
410TGRANT	293.04
410TMEM	136.75
410TPROG	354.03
410YAF	171.17
410YAN	93.73
Grand Total:	31,939.75



UBPKT02007 - 08.2024 Refund Check

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-100086-02	Moyle, Isaac		0	61.77			61.77	Deposit
Total Refunds: 1			Total Refunded Amount:	61.77				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	61.77
Revenue Total:	61.77

Fidelity Bank and Trust
Credit Card Payment

Item 1.

Posting Date	Trans Date	Merchant Name	Description	Amount
XXXX-0714	Shirley Vonderhaar			
7/31/2024	8/1/2024	FACEBK *K2NQV5QW82	Facebook Marketing Ads	\$ 15.00
7/10/2024	7/11/2024	UWCC REGISTRATIONS	Schrandt - Online Course	\$ 200.00
				\$ 215.00
XXXX-0706	Brent Schroeder			
7/31/2024	8/1/2024	USPS.COM POSTAL STORE	Police - [2] Boxes Prestamped Envelopes	\$ 849.10
7/8/2024	7/9/2024	SP FORENSICS SOURCE	Office Supplies - Replacement Pad	\$ 355.55
				\$ 1,204.65
XXXX-0680	Mick Michel			
XXXX-0698	John Wandsnider			
7/9/2024	7/10/2024	USPS.COM POSTAL STORE	City Hall - [3] Boxes Prestamped Envelopes	\$ 1,559.85
				\$ 1,559.85
XXXX-0672	Tricia Maiers			
7/31/2024	8/1/2024	USPS.COM POSTAL STORE	Police - [2] Boxes Prestamped Envelopes	\$ 898.10
7/23/2024	7/24/2024	CES 433	City Hall - (2) boxes for excess flag rope at Memorial Building	\$ (203.90)
7/21/2024	7/22/2024	AMAZON MKTPL*RJ8U42P90	Water - Collapsible Buckets Department Supplies	\$ 30.98
7/8/2024	7/10/2024	SAMSCLUB.COM	City Hall - Toilet Bowl Cleaner	\$ 23.96
7/5/2024	7/10/2024	GRAINGER	Sewer - Exhaust Fan Task #56072 Sales Tax Refund	\$ (7.68)
7/7/2024	7/8/2024	Amazon.com*RY2YC4C60	Aquatic Center - Microphone	\$ 42.39
7/1/2024	7/2/2024	GRAINGER	Sewer - Exhaust Fan Task #56072	\$ 132.61
				\$ 916.46
			Grand Total	\$ 3,895.96



CITY COUNCIL

Lower Level Council Chambers
Monday, August 05, 2024
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member Oberbroeckling to approve August 5, 2024 agenda as presented
Seconded by Council Member Gibbs.

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

ORAL COMMENTS

APPROVAL OF CONSENT AGENDA

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

1. Approve Bills; 2. Approve Minutes City Council Meeting - July 15, 2024; **3. Parade Permit** Beckman Catholic High School - Homecoming Parade - September 20, 2024; **4. Blasting Permit** Bennett Explosives, Inc. - August 2024; **5. Special Class B Retail Native Wine License (WBN)** Ace Hardware; **6. Request** from Bar Raising Fitness to use public streets for 4th Annual Pink Run and Rally Breast Cancer 5K – September 28, 2024; **7. Authorize Mayor to Sign** Janitorial Contract with TJ Cleaning Services for services at Memorial Building; **8. Authorize Mayor to Sign** Janitorial Contract with TJ Cleaning Services for services at Social Center; **9. Receive & File** Letter to Dubuque County in regards to ARPA Funds; **10. Receive & File** Request from the City Clerk to move the regularly scheduled Council Meeting on Labor Day, Monday, September 2, 2024 to Tuesday, September 3, 2024 at 6:00 p.m.; **11. Miscellaneous Correspondence** Keep Iowa Beautiful - July 2024; **12. Miscellaneous Correspondence** Greater Dubuque Development Corporation - July 2024; **13. Miscellaneous Correspondence** Dubuque County Public Health Newsletter - July 2024; **14. Miscellaneous Correspondence** ECIA Spotlight - July 2024. The following bills were approved for payment:

Acco	Supplies	\$	1,924.00
Ace Homeworks	Supplies	\$	731.40
Alliant Energy	Electricity	\$	1,037.11
Bard Materials	Rock/Lime/Sand	\$	525.15
C&H Precision	Equipment	\$	470.40
Capital Sanitary Supply	Supplies	\$	183.65
Carquest Auto Parts	Supplies	\$	31.76
Century Building	Supplies	\$	179.48
ChargePoint	Subscription	\$	2,080.00
City of Dubuque - WRRRC	Testing	\$	30.00
CMA Welding LLC	Repair	\$	385.60
Crescent Electric Supply	Supplies	\$	221.68
D & D Concrete	Contracted Service	\$	21,507.50
de Novo Marketing	Branding	\$	10,000.00
Diamond Vogel	Paint	\$	2,287.50

Dubuque Fire Equipment Inc	Inspection	\$	155.35
Dyersville Area Historical Society	Funding	\$	3,000.00
Dyersville Red Jackets	Reimbursement	\$	47.98
East Central Intergovernmental Assn	Professional Services	\$	1,454.00
Fareway Stores Inc	Supplies	\$	16.93
Farmers Shipping Assn	Supplies	\$	111.30
Feldman, Shirley	Refund	\$	100.00
Ferguson Waterworks #2516	Meters	\$	401.55
Fire Service Training Bureau	Training	\$	50.00
Giant Wash	Uniforms & Mats	\$	227.85
Hageman, Carter	Referee Fees	\$	50.00
Hawkeye Alarm & Signal Company	Alarm Monitoring	\$	300.00
Heritage Printing Co	Supplies	\$	318.50
Iowa One Call	One Call Locates	\$	64.80
Iowa Parks & Recreation Association	Membership	\$	180.00
Iowa Pump Works	Repairs	\$	4,453.17
J & J Lawn Care	Mowing Contract	\$	11,936.66
J & L Lumber	Supplies	\$	385.02
John Deere Financial	Supplies	\$	221.56
Jumbo Visual Projection	Service	\$	300.00
Langel, Alice	Refund	\$	100.00
Maquoketa River WMA	Dues	\$	6,715.00
Maquoketa Valley Electric Coop	Electricity	\$	7,820.21
Menke, Terry	Reimbursement	\$	42.54
MicroBac Laboratories	Testing	\$	1,333.25
Midwest Patch / Hi Viz Safety	Supplies	\$	502.00
Miron Construction Co	Professional Services	\$	40,000.00
Mississippi Valley Tree Experts	Tree Maintenance	\$	13,576.50
Mm Mechanical	Supplies	\$	460.00
Myers-Cox Company	Supplies	\$	1,726.07
Naber, Matt	Referee Fees	\$	200.00
Nieman, Tim	Referee Fees	\$	100.00
Opg-3 Inc	Software Renewal	\$	5,710.00
Origin Design Co	Engineer Fees	\$	11,671.89
Parts Authority	Supplies	\$	109.01
Polydyne Inc	Supplies	\$	3,074.04
Preferred Health Choices LLC	HRA	\$	90.00
Prier Bros Inc	Service/Supplies	\$	401.25
QC Analytical Services	Registration	\$	150.00
Racom Corporation	Maintenance/Equipment	\$	24,821.00
Reliance Standard	Insurance	\$	758.88
Scherbring, Jill	Refund	\$	100.00
Schindler Elevator Corporation	Elevator	\$	8,500.00
Schroeder, Nathan	Refund	\$	100.00
Secretary of State	Notary Renewal	\$	60.00
Simmering-Cory Iowa Codification	Web Hosting	\$	475.00
Spahn & Rose Lumber Co	Supplies	\$	145.23
Speer Financial	Financial Work	\$	335.00
Thein, Peggy	Refund	\$	175.00
Three Rivers FS Company	Supplies	\$	63.45
TJ Cleaning Services	Cleaning Services	\$	1,040.00
Verizon Wireless	Cell Phone	\$	948.19
Vonderhaar, Shirley	Refund	\$	100.00

Weikert Contracting Inc	Contracted Service	\$	18,218.00
Werner, Ron	Referee Fees	\$	350.00
Wilhelm, Judy	Refund	\$	100.00
Windstream	Phone	\$	418.05
Wolf, Russ	Referee Fees	\$	500.00
Yelloh! Dba Schwan's Home Service	Concession Supplies	\$	34.97

001 - General Fund	\$	88,697.72
110 - Road Use Fund	\$	593.78
112 - Trust and Agency Fund	\$	775.00
301 - Capital Projects Fund	\$	100,417.89
600 - Water Fund	\$	6,462.81
602 - Water Capital Fund	\$	648.00
610 - Sewer Fund	\$	16,932.56
612 - Sewer Capital Fund	\$	1,785.50
670 - Solid Waste Fund	\$	81.17
Grand Total:	\$	216,394.43

ACTION ITEMS

15. Resolution No. 50-24 approving SW Drainage Area Agreement

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

16. Resolution No. 51-24 to fix date of the meeting at which it is proposed to approve a Residential Development Agreement with K&K Building and Supply, Inc.

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

17. Resolution No. 52-24 to fix date of the meeting at which it is proposed to approve an Offer to Buy Real Estate and Acceptance Agreement with Timothy P. and Brenda Greenwood.

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

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 7:01 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer



PLANNING & ZONING
Lower Level Council Chambers
Monday, August 12, 2024
6:30 PM

MINUTES

ROLL CALL

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

ABSENT:

AGENDA ITEMS

1. Approve minutes of the June 10, 2024, Planning & Zoning Committee meeting.

There were no questions, changes or comments.

Motion to approve Minutes of the June 10, 2024, meeting made by Bec Willenborg. Seconded by Tim Nefzger.

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

Voting Nay:

Motion carried.

2. Approve Preliminary Plat of Westridge Estates 12th Addition. Plat submitted by Jeanine Koch.

Tom Larson, engineer with Buesing & Associates, was present. Larson stated the preliminary plat is extending 6th Avenue SW to the west and extending 10th & 11th Streets SW and stubbing the street ends for 9th Street SW. That street will be connected in a future development. He said the sanitary sewer, water and storm sewer have standard specifications.

Chairperson Gibbs had two questions. The first was asking if the water drainage issue between this subdivision and Bill Hermesen's was addressed. Larson stated it was still being discussed and they are trying to work out how the retention basin will fit. The plat does include a proposed retention basin. Gibbs asked where the water would go after the retention basin, Larsons said it would go north into the pond and that is noted in Hermesen's subdivision plans. Gibbs' second question was regarding Lot 10 being landlocked. Larson stated it was, but the owners of lot 16 & 17 of the 9th Addition are planning on purchasing it.

Chairperson Gibbs asked if the committee had any questions and there were none at that time. He then asked for comments from the audience.

Mark Tegeler, 2100 332nd Avenue, Dyersville, stated he had questions and concerns regarding the detention of the water. In 2008-2009, before the ditch was built, the lake filled with water. Jerry Koch designed the ditch to alleviate the water from 3 different sources from running into the lake. Back then Tegeler did have to do some sandbagging and there was a lot of debris that flowed into the pond. The ditch helped but there haven't been any water issues like that since. Even with that, somehow FEMA put his property in the flood plain and now the plans are to add more water to the pond even though there will be detention basins. He understands there is always a chance of flooding, but adding water to the pond will increase the chance. Tegeler said before the meeting he looked at the detention areas by westside park and along the beltline

and doesn't think that is something someone would want to build by because they look horrible. Tegeler said he is not sure how the detention basin will help. Tegeler just wanted to express his concerns regarding flooding.

Bill Hermesen, 2104 332nd Avenue, Dyersville clarified that none of the ditch water is from his subdivision. The water from his subdivision that runs into the pond has always gone to the pond. Commission member Tim Nefzger asked how the water is being discharged from the ditch to the pond. Hermesen stated it is running between his property and Koch's. City Administrator Mick Michel said it runs through an overflow pipe. Michel stated that the runoff water already goes into the pond. The property owners wanted that bypassed so the ditch was created. Michel said that runoff designs will need to be engineered and pre/post testing will need to be done to make sure no more water is going into the pond than there is now. Hermesen also mentioned that the two discharge pipes on Koch's property will need to be lowered, because they are too high now. Larson said he would look into that. Michel stated that all development improvement plans will need to be approved by the city.

Wayne Wessels, part owner of 1405 1st Avenue W, Dyersville, disagrees with what was said regarding water going into the pond because the pond was not that big until a few years ago. Their drainage tube will not keep up with extra water that is put into the pond by the retention basin. Wessels said that adding water from streets in the subdivision will increase that amount of water, not to mention the sand and debris that will be added. Michel said the city is working on a drainage improvement agreement that is currently identified as Lot A, which is the retention cell. A pre/post test was done and now this development along with Lake View Estates and future development by FarmTek will need to be included in the testing. Wessels stated he is against any drainage or dumping of sand and anything from the roads into the pond. Wessels wants to see the retention pond drain into Bear Creek. Gibbs asked if all street water from this area already goes into Bear Creek. Michel said the existing storm sewer water goes into an open drainage way. K & K Buildings existing drainage way goes into Bear Creek. Catch Basins take care of sand and other material from flowing into the creek. The current water from US20 and the farmland will go into a first retention cell and then into a second basin which is Lot A on the plat. The city will work with engineers to eliminate materials from flowing into the pond or creek.

Commission Member Tauke asked if FarmTek's storm sewer in their future development would still be separate from the ditch. Michel stated that FarmTek and Lake View runoff already goes into the pond. Everything west of the ditch goes into the pond. Everything east has segments that go into the ditch and to Bear Creek. Tegeler Pond also goes into Bear Creek. Michel feels confident that having the drainage ways will help in normal rain events. However, if looking at 100- or 500-year rain events, there will be impacts whether the drainage way is there or not. Wessels said now the ground is farm ground the water is absorbed into the ground, now with a development, there will be more water and it will be faster flowing into the pond when it should go to Bear Creek.

Commission Member Tim Nefzger clarified that this was just a preliminary plat and there were still issues that needed to be worked out. Michel confirmed that it was preliminary and there were things that still needed to be done, like a zoning change on some of the lots and agreements needed to be finalized.

Larson wanted to point out that for the preliminary plat there was no new storm water going into the pond for the detention basin; the storm water is flowing to Bear Creek. Gibbs wanted confirmation of where the street water was going and that the existing ditch is not going to add to the pond. The drainage ditch is there to collect the water and slow down the water. Michel confirmed with Larson that Lot A and Lots 1-6 will still go to the pond as it currently does. The

remaining development would have its own collection system. Michel explained that the drainage way that is Lot A has constant flow of water that goes into a detention cell. Tile is in place to take away the water in normal rain events. In a heavy rain event, the channel takes care of the extra flow. When it was designed it was done so to have the water go into the pond. The homeowners wanted that changed. This development is taking everything from Lot A and to the west to the south. That water is already going into Tegeler Pond.

Chairperson Gibbs confirmed that Lots 6-10 have a sanitary sewer easement. He also confirmed that Lot 7 is not landlocked because it has a 30' entrance.

Michel stated the city understands the concerns regarding the drainage way issue. He is working with all the developers to have continuity with all the developments. This is the last piece to tie-in with the industrial development and Lake View Estates development. The city has required other developments to add more water retention areas and as development continues there will be a need for more. Pre and post testing will need to be done. Lake View Estates has had to go through it and this development will need to also. The city will likely do a capital improvement project to address Lot A to make sure it is done correctly. He is not sure what it will be yet but there is room for that. The 12th addition layout is appropriate and consistent with their original proposal. The city has asked for some changes and that is why Lot 7 has the 30' entrance. There is also a development agreement that will be in place. The water and sanitary sewer improvements were negotiated and approved. Steet systems have a policy for incentives. The developer has agreed on consistent sidewalk connections. Michel said the public input is mostly concerned with drainage. This issue is not just with this development but includes Lake View and FarmTek. The city and council are working with the developers, and they understand the sensitivity to the issue. Computer models will be used to determine the water flow and pre and post testing will be required. There will need to be zoning changes for a few lots prior to the final plat being approved. The city is Ok with Lot 10 which will be green space because it is in the flood plain. Michel stated that if this is approved the city will finalize the development agreement and will be contingent on a zoning change.

Nefzger asked that in doing the testing it will make sure that everything that goes into the pond will come out. Michel stated a 3rd party firm is working on this matter and has done studies and presented models will be double checked.

There were no further comments or questions.

Motion to approve the Preliminary Plat of Westridge Estates 12th Addition made by Roger Gibbs. Seconded by Matt Tauke.

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

Voting Nay:

Motion carried.

ADJOURNMENT

Meeting adjourned at 7:09 pm on a motion made by Bec Willenborg. Seconded by Ryan Cahill.

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

Voting Nay:

Motion carried.



Lori A. Pantan, recording Secretary

**James Kennedy Public Library
Board of Trustees
Minutes of the July 10, 2024 Regular Meeting**

The regular monthly meeting of the Board of Trustees of the James Kennedy Public Library was held on Wednesday, July 10, 2024 in the Genealogy Room. Present: Beth Gudenkauf, Sally Kelly, Catherine O'Hea, Alex Wiezorek, Monika Steffen, Danelle Schroeder, Beth Derr and Library Director Shirley Vonderhaar. Absent: none.

1. Board President Alex Wiezorek called the meeting to order at 6:12 pm.
2. Consider approval of Agenda
 - O'Hea MOVED "Approval of Agenda" seconded by Kelly.
 - Ayes: Gudenkauf, Kelly, O'Hea, Wiezorek, Schroeder, Derr, Steffen
 - Nays: None
 - Motion CARRIED
3. Agenda Consent Calendar
 - o Correspondence and Communication
 - o Approve minutes of previous meeting: June 12, 2024 regular meeting
 - o Approve June Librarian's report
 - o Approve bills:
 - June bills submitted June 24, 2024
 - July bills
 - Claims report for June
 - June and July credit card claims
 - o Budget reports
 - June city report
 - June library report
 - o Trust account reports
 - June bank statements
 - June balance report
 - Trust account expenditure report
 - June donations report
 - o Program reports
 - June report of programs and attendance
 - June WhoFi Program Overview
 - July schedule of events
 - Schedule for upcoming programs
 - o Quarterly contract use reports
 - Statistics by city/residence area
 - Statistics by contract/service area
 - o Grant report
 - o Friends of the Library report
 - o JKPL Endowment report

O'Hea MOVED "Approval of Agenda consent" seconded by Kelly.
Ayes: Gudenkauf, Kelly, O'Hea, Wiezorek, Schroeder, Derr, Steffen
Nays: None

Motion CARRIED

4. Consider approval of library wages and salaries effective the first pay period of July 2024.
The Personnel Committee MOVED "Approval of library wages and salaries presented, effective the first pay period of July 2024." No second needed since motion came from committee.
Ayes: Gudenkauf, Kelly, O'Hea, Wiezorek, Schroeder, Derr, Steffen
Nays: None
Motion CARRIED
5. Consider changing regular September meeting date
Wiezorek MOVED to "change the regular scheduled September meeting date to Monday, September 9th at 6pm" seconded by Steffen.
Ayes: Gudenkauf, Kelly, O'Hea, Wiezorek, Schroeder, Derr, Steffen
Nays: None
Motion CARRIED
6. Consider changing regular October meeting date
Wiezorek MOVED to "change the regular scheduled October meeting date to Wednesday, October 16th at 6pm" seconded by Steffen.
Ayes: Gudenkauf, Kelly, O'Hea, Wiezorek, Schroeder, Derr, Steffen
Nays: None
Motion CARRIED
7. Consider closing the library for 4 days in December to allow for painting of interior walls
Wiezorek MOVED to "close the library Tuesday, December 10th-Friday, December 13th" seconded by Steffen.
Ayes: Gudenkauf, Kelly, O'Hea, Wiezorek, Schroeder, Derr, Steffen
Nays: None
Motion CARRIED
8. Executive committee report — no report
9. Finance committee report — no report
10. Fundraising committee report
 - o Notes from July 8th meeting
11. Furnishings, Art, & Facilities committee report — no report
12. Marketing committee report — no report
13. Personnel committee report
 - o Notes from June committee electronic discussion
14. Policy committee report — no report
15. Strategic planning report — no report

16. Meetings and training

- City council attendance
 - August 5: O'Hea
- Upcoming
 - ARSL: Shirley is registered in September
 - ILA: October 9-11 in Des Moines
 - New Member Orientation: August 14th at 5pm
- Recently attended

17. Oral presentations

18. Adjournment

Steffen MOVED to adjourn seconded by O'Hea. Meeting ADJOURNED by Wiezorek at 7:24 pm.


Beth Gudenkauf, Secretary

**James Kennedy Public Library
Board of Trustees
Minutes of the July 10, 2024 Special Meeting**

A special meeting of the Board of Trustees of the James Kennedy Public Library was held on Wednesday, July 10, 2024 in the Genealogy Room. Present: Beth Gudenkauf, Sally Kelly, Catherine O'Hea, Alex Wiezorek, Monika Steffen, Beth Derr, Danelle Schroeder and Library Director Shirley Vonderhaar. Absent: none.

1. Board President Catherine O'Hea called the meeting to order at 6:00 pm.

2. Consider approval of Agenda

Wiezorek MOVED "Approval of Agenda" seconded by Kelly.

Ayes: Gudenkauf, Kelly, O'Hea, Wiezorek, Steffen, Derr, Schroeder

Nays: None

Motion CARRIED

3. Welcome new board members

4. Elections of officers

o The following were nominated for office:

■ President: Alex Wiezorek

■ Vice president: Catherine O'Hea

■ Secretary: Beth Gudenkauf

Wiezorek MOVED "that nominations be closed and that the nominees be elected by acclamation" seconded by Kelly.

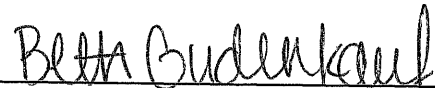
Ayes: Gudenkauf, Kelly, O'Hea, Wiezorek, Steffen, Derr, Schroeder

Nays: None

Motion CARRIED

5. Adjournment

Wiezorek MOVED to adjourn seconded by Kelly. Meeting ADJOURNED by O'Hea at 6:06 pm.



Beth Gudenkauf, Secretary



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 September 1, 2024 through September 30, 2024.

Approved by the City Council of the City of Dyersville, Iowa this 19th day of August, 2024.

Sandy Oberbroeckling

From: Mike Cole <mcole@bennettexplosives.com>
Sent: Tuesday, July 30, 2024 2:10 PM
To: Sandy Oberbroeckling
Subject: September 2024 Blasting Permit

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

Sandy

Bennett Explosives Inc. would like to request a Blasting Permit from the City of Dyersville Ia. for the Month of September 2024.

Thank you!

Bennett
Explosives Inc.

Mike Cole

General Manager | Bennett Explosives

📍 1951 210th St., Manchester, IA 52057

📞 (563) 363-2131

✉ mcole@bennettexplosives.com

🌐 www.quicksupplyco.com



State of Iowa

Alcoholic Beverages Division

Item 7.

Applicant

NAME OF LEGAL ENTITY

O SO GOOD WINERY LLC

NAME OF BUSINESS(DBA)

O So Good Winery, LLC

BUSINESS

(563) 599-1262

ADDRESS OF PREMISES

2093 20th Avenue Southeast

PREMISES SUITE/APT NUMBER

CITY

Dyersville

COUNTY

Dubuque

ZIP

52040

MAILING ADDRESS

2093 20th Avenue Southeast

CITY

Dyersville

STATE

Iowa

ZIP

52040

Contact Person

NAME

Karie A. Ostwinkle

PHONE

(563) 875-2232

EMAIL

karie@osogoodwinery.com

License Information

LICENSE NUMBER

LC0048880

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Oct 11, 2024

TENTATIVE EXPIRATION DATE

Oct 10, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

Item 7.

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Lee Ostwinkle	Dyersville	Iowa	52040	Owner	49.00	Yes
Karie Ostwinkle	Dyersville	Iowa	52040	Owner	51.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Item 8.

Applicant

NAME OF LEGAL ENTITY

DYERSVILLE EVENTS, INC.

NAME OF BUSINESS(DBA)

Field of Dreams Movie Site

BUSINESS

(563) 564-0182

ADDRESS OF PREMISES

28995 Lansing Road

PREMISES SUITE/APT NUMBER

CITY

Dyersville

COUNTY

Dubuque

ZIP

52040

MAILING ADDRESS

340 1st Avenue East

CITY

Dyersville

STATE

Iowa

ZIP

52040

Contact Person

NAME

Nate Runde

PHONE

(563) 564-0182

EMAIL

nrunde@cwcmllaw.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class C Retail Alcohol License

12 Month

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Aug 26, 2024

TENTATIVE EXPIRATION DATE

Aug 25, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

Item 8.

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Nonprofit corporation organized under chapter 504.

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Nate Runde	Dubuque	Iowa	52003	President	0.00	Yes
Tricia Maiers	Dyersville	Iowa	52040	Treasurer	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Secura Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

BOARD & COMMISSION APPLICATION

(PLEASE PRINT & USE BLUE OR BLACK INK)

NAME: Melissa Kane

ADDRESS: 602 2nd Street NW Dyersville IA

PHONE: 563-513-9000

BOARD OR COMMISSION APPLYING FOR: _____

Library Board of Trustees

ARE YOU A REGISTERED VOTER: yes

WHY ARE YOU INTERESTED IN THIS BOARD OR COMMISSION: _____

As the Library Director in Cascade, I believe
Serving on the Library Board would be beneficial
to my understanding of what my trustees experience.

YOUR EXPERIENCE BENEFICIAL TO THIS BOARD OR COMMISSION: _____

As a librarian I am uniquely qualified to serve
on the library board. I understand the role of the
library trustees and some of the challenges libraries face and
the opportunities they provide the
residents in the community.

OTHER CIVIC EXPERIENCE: _____

I do not have any additional civic experience.

Melissa Kane
SIGNATURE

8/2/24
DATE

PLEASE RETURN TO CITY CLERK'S OFFICE - CITY HALL

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 10.

CONTRACT PAYMENT NO.

1

PAGE 1/4

OWNER: City of Dyersville-Delaware County RM-2160(618)--9D-31
PROJECT 20 West Industrial Center, Phase 3 Contract D Storm Sewer, Paving and Lighting
ORIGIN DESIGN NO: 21249

CONTRACTOR: Dave Schmitt Construction
ADDRESS: 250 50th Avenue SW
Cedar Rapids, IA 52404

PROJECT COMPLETION DATE
Original: November 1, 2024
Revised:

AMOUNT OF CONTRACT
ORIGINAL: \$958,544.03
REVISED:

DATES OF PAYMENT
FROM:
TO:

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	ITEM CODE	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
DIVISION 1 - RISE QUANTITIES												
1	21098225100	SPECIAL COMPACTION OF SUBGRADE	15.08	STA	\$732.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
2	21150100000	MODIFIED SUBBASE	1200.4	CY	\$30.40	0	\$0.00	0	\$0.00	0	\$0.00	0%
3	21237450000	SHOULDER CONSTRUCTION, EARTH	30.15	STA	\$201.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
4	22100475290	BASE MACADAM STONE	227	TON	\$20.40	0	\$0.00	0	\$0.00	0	\$0.00	0%
5	23011033080	STANDARD OR SLIP FORM PCC CL C, CL 3 DURABILITY, 8 INCH	6198	SY	\$50.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
7	24160100042	APRON, CONCRETE, 42 INCH	1	EA	\$2,499.00	0	\$0.00	1	\$2,499.00	1	\$2,499.00	100%
8	24160100048	APRON, CONCRETE, 48 INCH	1	EA	\$2,890.00	0	\$0.00	1	\$2,890.00	1	\$2,890.00	100%
9	24350250100	INTAKE, SW-501	4	EA	\$4,873.00	0	\$0.00	3.2	\$15,593.60	3.2	\$15,593.60	80%
10	24350250110	INTAKE, SW-501 MODIFIED	3	EA	\$10,201.00	0	\$0.00	2.4	\$24,482.40	2.4	\$24,482.40	80%
11	24350250500	INTAKE, SW-505	2	EA	\$6,426.00	0	\$0.00	1.6	\$10,281.60	1.6	\$10,281.60	80%
12	24350250510	INTAKE, SW-505 MODIFIED	1	EA	\$14,304.00	0	\$0.00	0.8	\$11,443.20	0.8	\$11,443.20	80%
14	25028212034	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	3090	LF	\$8.40	0	\$0.00	0	\$0.00	0	\$0.00	0%
15	25028221303	SUBDRAIN OUTLET, DR-303	12	EA	\$190.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
16	25028221305	SUBDRAIN OUTLET, DR-305	2	EACH	\$241.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
18	25030114218	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 18 INCH	148	LF	\$73.30	0	\$0.00	148	\$10,848.40	148	\$10,848.40	100%
20	25030114236	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 36 INCH	38	LF	\$83.70	0	\$0.00	38	\$3,180.60	38	\$3,180.60	100%
21	25030114242	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 42 INCH	64	LF	\$145.00	0	\$0.00	63	\$9,135.00	63	\$9,135.00	98%
22	25030114248	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 48 INCH	62	LF	\$176.50	0	\$0.00	62	\$10,943.00	62	\$10,943.00	100%
23	25073250005	ENGINEERING FABRIC	65	SY	\$2.70	0	\$0.00	65	\$175.50	65	\$175.50	100%
24	25076800061	REVTMENT, CLASS E	100	TON	\$27.60	0	\$0.00	93.12	\$2,570.11	93.12	\$2,570.11	93%
25	25230000100	LIGHTING POLES	2	EA	\$4,960.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
26	25230000200	ELECTRICAL CIRCUITS	1025	LF	\$7.80	0	\$0.00	0	\$0.00	0	\$0.00	0%
27	25230000310	HANDHOLES AND JUNCTION BOXES	2	EA	\$981.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
28	25230000400	CONTROL CABINET	1	EA	\$9,564.00	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL WORK COMPLETED (PAGE 1)

\$104,042.41

\$104,042.41

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	ITEM CODE	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
29	25282518000	SAFETY CLOSURE	1	EA	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
30	25288445110	TRAFFIC CONTROL	1	LS	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
31	25334980005	MOBILIZATION	0.8375	LS	\$17,828.00	0	\$0.00	0.8375	\$14,930.95	0.8375	\$14,930.95	100%
32	25999999010	CONCRETE WASHOUT	1	LS	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
33	26012634100	MULCHING	2.5	AC	\$700.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
34	26012636044	SEEDING AND FERTILIZING (URBAN)	2.5	AC	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
35	26012642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	2.5	AC	\$300.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
36	26020000020	SILT FENCE	350	LF	\$2.25	0	\$0.00	0	\$0.00	0	\$0.00	0%
37	26020000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	350	LF	\$0.10	0	\$0.00	0	\$0.00	0	\$0.00	0%
38	26020000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	35	LF	\$0.10	0	\$0.00	0	\$0.00	0	\$0.00	0%
39	26020000150	STABILIZED CONSTRUCTION ENTRANCE, EC-303	100	LF	\$17.20	0	\$0.00	100	\$1,720.00	100	\$1,720.00	100%
40	26020000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 INCH DIA.	600	LF	\$3.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
41	26020000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	600	LF	\$0.20	0	\$0.00	0	\$0.00	0	\$0.00	0%
42	26020010010	MOBILIZATIONS, EROSION CONTROL	3	EA	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
43	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1	EACH	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
44	26020000530	GRATE INTAKE SEDIMENT FILTER BAG	4	EACH	\$175.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
45	26020000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	4	EACH	\$20.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
46	26020000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	4	EACH	\$20.00	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL DIVISION 1 - RISE QUANTITIES

\$120,693.36

\$120,693.36

DIVISION 2 - NON-PARTICIPATING QUANTITIES

1	21098225100	SPECIAL COMPACTION OF SUBGRADE	3.42	STA	\$732.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
2	21150100000	MODIFIED SUBBASE	325.8	CY	\$30.40	0	\$0.00	0	\$0.00	0	\$0.00	0%
3	21237450000	SHOULDER CONSTRUCTION, EARTH	5.85	STA	\$201.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
4	22100475290	BASE MACADAM STONE	44	TON	\$20.40	0	\$0.00	0	\$0.00	0	\$0.00	0%
5	23011033080	STANDARD OR SLIP FORM PCC CL C, CL 3 DURABILITY, 8 INCH	1203	SY	\$50.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
6	24160100030	APRON, CONCRETE, 30 INCH	1	EA	\$1,683.00	0	\$0.00	1	\$1,683.00	1	\$1,683.00	100%
9	24350250100	INTAKE, SW-501	1	EA	\$4,873.00	0	\$0.00	0.8	\$3,898.40	0.8	\$3,898.40	80%
10	24350250110	INTAKE, SW-501 MODIFIED	1	EA	\$10,201.00	0	\$0.00	0.8	\$8,160.80	0.8	\$8,160.80	80%
13	24350251224	INTAKE, SW-512, 24 IN.	2	EA	\$3,063.00	0	\$0.00	1.6	\$4,900.80	1.6	\$4,900.80	80%
14	25028212034	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	685	LF	\$8.40	0	\$0.00	0	\$0.00	0	\$0.00	0%
15	25028221303	SUBDRAIN OUTLET, DR-303	2	EA	\$190.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
17	25030114215	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 15 INCH	81	LF	\$72.20	0	\$0.00	61	\$4,404.20	61	\$4,404.20	75%

TOTAL WORK COMPLETED (PAGE 2)

\$23,047.20

\$23,047.20

CONTRACT PAYMENT NO.

1

PAGE Item 10.

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	ITEM CODE	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
18	25030114218	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 18 INCH	37	LF	\$73.30	0	\$0.00	37	\$2,712.10	37	\$2,712.10	100%
19	25030114230	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 30 INCH	68	LF	\$85.10	0	\$0.00	68	\$5,786.80	68	\$5,786.80	100%
20	25030114236	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 36 INCH	311	LF	\$83.70	0	\$0.00	311	\$26,030.70	311	\$26,030.70	100%
21	25030114242	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 42 INCH	451	LF	\$145.00	0	\$0.00	448	\$64,960.00	448	\$64,960.00	99%
22	25030114248	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 48 INCH	436	LF	\$176.50	0	\$0.00	436	\$76,954.00	436	\$76,954.00	100%
25	25230000100	LIGHTING POLES	1	EA	\$4,960.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
26	25230000200	ELECTRICAL CIRCUITS	268	LF	\$7.80	0	\$0.00	0	\$0.00	0	\$0.00	0%
27	25230000310	HANDHOLES AND JUNCTION BOXES	1	EA	\$981.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
31	25334980005	MOBILIZATION	0.1625	LS	\$17,828.00	0	\$0.00	0.1625	\$2,897.05	0.1625	\$2,897.05	100%
33	26012634100	MULCHING	1.5	AC	\$700.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
34	26012636044	SEEDING AND FERTILIZING (URBAN)	1.5	AC	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
35	26012642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	1.5	AC	\$300.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
36	26020000020	SILT FENCE	100	LF	\$2.25	0	\$0.00	0	\$0.00	0	\$0.00	0%
37	26020000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	100	LF	\$0.10	0	\$0.00	0	\$0.00	0	\$0.00	0%
38	26020000101	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	10	LF	\$0.10	0	\$0.00	0	\$0.00	0	\$0.00	0%
40	26020000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 3 INCH DIA.	150	LF	\$3.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
41	26020000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	150	LF	\$0.20	0	\$0.00	0	\$0.00	0	\$0.00	0%
42	26020010010	MOBILIZATIONS, EROSION CONTROL	1	EA	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
44	26020000530	GRATE INTAKE SEDIMENT FILTER BAG	10	EA	\$175.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
45	26020000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	10	EA	\$20.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
46	26020000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	10	EA	\$20.00	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL DIVISION 2 - NON-PARTICIPATING QUANTITIES

\$202,387.85

\$202,387.85

ALTERNATE 1 - PAVING EXTENSION

A1	21098225100	SPECIAL COMPACTION OF SUBGRADE	2.75	STA	\$683.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
A2	21150100000	MODIFIED SUBBASE	209	CY	\$30.40	0	\$0.00	0	\$0.00	0	\$0.00	0%
A3	21217425010	GRANULAR SHOULDERS, TYPE A	227	TON	\$27.80	0	\$0.00	0	\$0.00	0	\$0.00	0%
A4	21237450000	SHOULDER CONSTRUCTION, EARTH	6.5	STA	\$351.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
A5	22100475290	BASE MACADAM STONE	42	TON	\$21.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
A6	2301-1033080	STANDARD OR SLIP FORM PCC, CL C, CL 3, 8"	1011	SY	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
A7	25028212034	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	560	LF	\$8.45	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL WORK COMPLETED (PAGE 3)

\$0.00

\$0.00

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

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

TOTAL CHANGE ORDER WORK

\$0.00

\$0.00

TOTAL DIV 1, DIV 2, ALTERNATE AND CHANGE ORDER WORK COMPLETED TO DATE

\$323,081.21

\$323,081.21

Less: Amount Retained Per Contract 5%

\$16,154.06

Value of Stored Materials (See Attached List)

\$0.00

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$306,927.15

Less: Previous Amount Earned

\$0.00

BALANCE DUE TO CONTRACTOR THIS PAYMENT

\$306,927.15

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

CONTRACTOR: Dave Schmitt Construction

BY:

TITLE:

Project Manager

DATE:

8/8/24

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

ORIGIN DESIGN CO.

BY:

TITLE:

Project Engineer

DATE:

8/7/24

APPROVAL OF OWNER: City of Dyersville

BY:

TITLE:

AMOUNT PAID

DATE:

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 11.

CONTRACT PAYMENT NO.

11 FINAL

PAGE 1/3

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

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

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

AMOUNT OF CONTRACT
ORIGINAL: \$1,315,000.00
REVISED: \$1,320,523.76

DATES OF PAYMENT
FROM: COMMENCEMENT
TO: COMPLETION

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-site	340	CY	\$6.00	340	\$2,040.00	0	\$0.00	340	\$2,040.00	100%
2	Excavation, Class 10	320	CY	\$5.00	320	\$1,600.00	0	\$0.00	320	\$1,600.00	100%
3	Subbase, Gradation 14	300	TON	\$23.50	226.49	\$5,322.52	0	\$0.00	226.49	\$5,322.52	75%
4	Replacement of Unsuitable Backfill Material	300	TON	\$8.00	371.85	\$2,974.80	0	\$0.00	371.85	\$2,974.80	124%
5	Exploratory Excavation	10	HRS	\$315.00	10	\$3,150.00	0	\$0.00	10	\$3,150.00	100%
6	Sanitary Sewer Gravity Service, Trenched, PVC SDR 26, 4"	10	LF	\$103.00	10	\$1,030.00	0	\$0.00	10	\$1,030.00	100%
7	Sanitary Sewer Force Service, Trenched, HDPE SDR 9, 1.25"	40	LF	\$64.50	40	\$2,580.00	0	\$0.00	40	\$2,580.00	100%
8	Sanitary Sewer Cleanout	1	EA	\$488.00	1	\$488.00	0	\$0.00	1	\$488.00	100%
9	Pipe Culvert, Trenched, DIP, 8"	40	LF	\$57.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
10	Water Main, Trenched, PVC, 6"	45	LF	\$92.00	37.33	\$3,434.36	0	\$0.00	37.33	\$3,434.36	83%
11	Water Main, Trenched, DIP, 6"	20	LF	\$80.00	13.88	\$1,110.40	0	\$0.00	13.88	\$1,110.40	69%
12	Water Main, Trenched, PVC, 8"	35	LF	\$100.00	31.42	\$3,142.00	0	\$0.00	31.42	\$3,142.00	90%
13	Water Main, Trenched, DIP, 8"	5	LF	\$275.00	5	\$1,375.00	0	\$0.00	5	\$1,375.00	100%
14	Water Main, Trenched, PVC, 12-Inch	140	LF	\$98.00	145.44	\$14,253.12	0	\$0.00	145.44	\$14,253.12	104%
15	Water Main, Trenched, DIP, 12-Inch	15	LF	\$142.00	15	\$2,130.00	0	\$0.00	15	\$2,130.00	100%
16	Fitting, Compact DI MJ, Various Sizes	2500	LBS	\$6.50	2523	\$16,399.50	0	\$0.00	2523	\$16,399.50	101%
17	Water Service Pipe, Copper, 1/2-Inch	20	LF	\$45.00	20	\$900.00	0	\$0.00	20	\$900.00	100%
18	Water Service Corporation, Ball Style Bronze, 1/2 Inch	1	EA	\$450.00	1	\$450.00	0	\$0.00	1	\$450.00	100%
19	Water Service Curb Stop/Box, Ball Type Minn. Pattern, 1/2 Inch	1	EA	\$320.00	1	\$320.00	0	\$0.00	1	\$320.00	100%
20	Valve, Resilient Seat Gate Valve, 6 Inch	3	EA	\$1,850.00	3	\$5,550.00	0	\$0.00	3	\$5,550.00	100%
21	Valve, Resilient Seat Gate Valve, 8 Inch	1	EA	\$2,195.00	1	\$2,195.00	0	\$0.00	1	\$2,195.00	100%
22	Valve, Resilient Seat Gate Valve, 12 Inch	4	EA	\$3,650.00	5	\$18,250.00	0	\$0.00	5	\$18,250.00	125%
23	Sanitary Sewer Lift Station	1	EA	\$19,160.00	1	\$19,160.00	0	\$0.00	1	\$19,160.00	100%
24	PCC Thickened Edge Sidewalk	42	SY	\$87.00	42	\$3,654.00	0	\$0.00	42	\$3,654.00	100%
25	Driveway, Paved, PCC, 6 Inch	635	SY	\$65.00	623.91	\$40,554.15	0	\$0.00	623.91	\$40,554.15	98%

TOTAL WORK COMPLETED (PAGE 1)

\$0.00

\$152,062.85

CONTRACT PAYMENT NO.

11 FINAL

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
26	PCC Transformer Pad	7	SY	\$157.00	6.22	\$976.54	0	\$0.00	6.22	\$976.54	89%
27	PCC Generator Pad	20	SY	\$157.00	13.36	\$2,097.52	0	\$0.00	13.36	\$2,097.52	67%
28	Full Depth Patches	15	SY	\$155.00	7.83	\$1,213.65	0	\$0.00	7.83	\$1,213.65	52%
29	Temporary Traffic Control	1	LS	\$900.00	1	\$900.00	0	\$0.00	1	\$900.00	100%
30	Conventional Seeding, Seeding, Fertilizing, and Mulching	2025	SY	\$3.00	2868.9	\$8,606.70	0	\$0.00	2868.9	\$8,606.70	142%
31	Stabilized Construction Entrance	50	SY	\$9.50	50	\$475.00	0	\$0.00	50	\$475.00	100%
32	Inlet Protection Device, Surface Applied	2	EA	\$55.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
33	Inlet Protection Device, Maintenance	2	EA	\$80.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
34	Silt Fence or Silt Fence Ditch Check	550	LF	\$2.35	100	\$235.00	0	\$0.00	100	\$235.00	18%
35	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	550	LF	\$1.00	100	\$100.00	0	\$0.00	100	\$100.00	18%
36	Silt Fence or Silt Fence Ditch Check, Removal of Device	550	LF	\$1.00	100	\$100.00	0	\$0.00	100	\$100.00	18%
37	Mobilization	1	LS	\$63,684.00	1	\$63,684.00	0	\$0.00	1	\$63,684.00	100%
38	Maintenance of Postal Service	1	LS	\$300.00	1	\$300.00	0	\$0.00	1	\$300.00	100%
39	Concrete Washout	1	LS	\$500.00	1	\$500.00	0	\$0.00	1	\$500.00	100%
40	Water Pumping Station	1	LS	\$842,986.60	1	\$842,986.60	0	\$0.00	1	\$842,986.60	100%
41	Electric, Complete	1	LS	\$92,673.90	1	\$92,673.90	0	\$0.00	1	\$92,673.90	100%
42	Controls, Installation	1	LS	\$4,742.00	1	\$4,742.00	0	\$0.00	1	\$4,742.00	100%
43	Standby Generator	1	LS	\$82,800.00	1	\$82,800.00	0	\$0.00	1	\$82,800.00	100%
44	Precast PCC Control Valve Structure	2	EA	\$27,000.00	2	\$54,000.00	0	\$0.00	2	\$54,000.00	100%
45	Bollard	8	EA	\$400.00	8	\$3,200.00	0	\$0.00	8	\$3,200.00	100%

TOTAL WORK COMPLETED (PAGE 2)

\$0.00

\$1,159,590.91

TOTAL WORK COMPLETED TO DATE

\$0.00

\$1,311,653.76

CONTRACT PAYMENT NO.

11 FINAL

Item 11.

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Grounding to generator	1	LS	\$644.00	1	\$644.00	0	\$0.00	1	\$644.00	100%
2	2' Simplex Extension to Pump Station	1	LS	\$650.72	1	\$650.72	0	\$0.00	1	\$650.72	100%
3	Valve Vault - Gauge Assembly (quantity 2)	1	LS	\$602.95	1	\$602.95	0	\$0.00	1	\$602.95	100%
3	Valve Vault Sidewall (quantity 2)	1	LS	\$3,295.88	1	\$3,295.88	0	\$0.00	1	\$3,295.88	100%
3	Drain Fittings for Day Tank and Bulk Tank (quantity 2)	1	LS	\$442.04	1	\$442.04	0	\$0.00	1	\$442.04	100%
3	Door Closure SCUSH	1	LS	\$223.10	1	\$223.10	0	\$0.00	1	\$223.10	100%
3	CL2 Backflow Preventer	1	LS	\$371.48	1	\$371.48	0	\$0.00	1	\$371.48	100%
3	Exchange CL 2 Pump	1	LS	\$1,144.83	1	\$1,144.83	0	\$0.00	1	\$1,144.83	100%
4	Stainless Steel Weather Hoods	1	LS	\$1,495.00	1	\$1,495.00	0	\$0.00	1	\$1,495.00	100%

TOTAL CHANGE ORDER WORK \$0.00 \$8,870.00

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE \$1,320,523.76
Less: Amount Retained Per Contract 0% \$0.00
Value of Stored Materials (See Attached List) \$0.00
Less: Stored Materials Amount Retained Per Contract 5% \$0.00
Net Amount Earned to Date \$1,320,523.76
Less: Previous Amount Earned \$1,254,497.57
BALANCE DUE TO CONTRACTOR THIS PAYMENT \$66,026.19

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

CONTRACTOR: F.L. KRAPFL, INC.

BY: TITLE: DATE:

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

ORIGIN DESIGN CO.

BY: Marc Ruden, PE TITLE: Water Resource Team Leader DATE:

APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA AMOUNT PAID

BY: TITLE: DATE:

CHANGE ORDER

Change Order No:	9 FINAL
Date:	August 13, 2024
Agreement Date:	July 18, 2022

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

The following changes are hereby made to the CONTRACT DOCUMENTS:

A) Contract adjustment based on total quantities of work performed (see page 3)	\$18,258.33
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TOTAL CHANGE ORDER NO. 9 FINAL	\$18,258.33
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Justification:

A) Contract addition based on measurement of installed quantities.

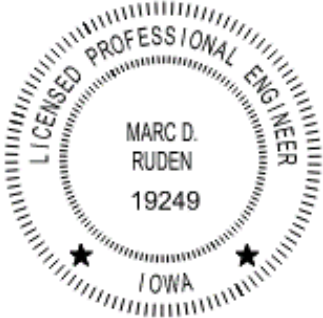
Change to CONTRACT PRICE:

Original CONTRACT PRICE	\$ 1,597,625.69
Current CONTRACT PRICE adjusted by previous CHANGE ORDER	\$ 1,714,796.42
The CONTRACT PRICE due to this CHANGE ORDER will be INCREASED by	\$ 18,258.33
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ 1,733,054.75

Change to CONTRACT TIME:

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

Change Order Recommended for Acceptance:

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p>FOR Origin Design Co.</p>
	<p style="text-align: right;">8/13/2024</p> <p>Marc Ruden, PE Date License Number 19249 My license renewal date is December 31, 2024 Pages or sheets covered by this seal: Change Order No. 9 FINAL</p>

Accepted and/or Requested:

CONTRACTOR Portzen Construction, Inc.

BY _____

Signature

NAME Brandon Ingersoll

TITLE Project Manager

DATE _____

Accepted and/or Requested:

OWNER City of Dyersville, Iowa

Attest:

BY _____

Signature

BY _____

Signature

NAME Tricia Maiers

NAME: Jeff Jacque

TITLE: Mayor

TITLE City Clerk

DATE _____

CHANGE ORDER NUMBER 9 FINAL
CITY OF DYERSVILLE, IOWA
DYERSVILLE EAST UTILITY EXTENSION 2022
CONTRACT D LIFT STATION AND LINEAR SEWER ONSITE

Page 3

CONTRACT CHANGES**A. Contract adjustment based on measured quantities**

ITEM NO.	ITEM	UNIT	ORIGINAL QUANT	FINAL QUANT	QUANTITY DIFF.	UNIT PRICE	INCREASE	DECREASE
7	Rock Excavation	CY	350	0	350	\$84.25	\$0.00	\$29,487.50
8	Replace Unsuitable Backfill Material	TON	640	1312.9	672.9	\$25.10	\$16,889.79	\$0.00
9	Sanitary Sewer Gravity Main, PVC 12"	LF	3338	3083	255	\$80.73	\$0.00	\$20,586.15
10	Sanitary Sewer Force Main, PVC, 6"	LF	1375	1366	9	\$60.06	\$0.00	\$540.54
11	Pipe Culvert, Trenched, CMP, 48"	LF	76	148	72	\$234.07	\$16,853.04	\$0.00
13	Water Main, Trenched, PVC, 12"	LF	95	92.17	2.83	\$152.32	\$0.00	\$431.07
15	Fittings, Compact DI, MJ, Various Sizes	LBS	650	956	306	\$24.15	\$7,389.90	\$0.00
16	Water Service Pipe, Copper, 3/4"	LF	50	54	4	\$38.92	\$155.68	\$0.00
22	Manhole, SW-301, 48"	VF	181	181.32	0.32	\$767.69	\$245.66	\$0.00
25	Pavement, HMA	TON	165	147.25	17.75	\$100.00	\$0.00	\$1,775.00
27	Driveway, Granular	TON	23	165.58	142.58	\$19.53	\$2,784.59	\$0.00
29	Seeding, Fertilizing & Mulch	AC	2	3.1	1.1	\$2,100.00	\$2,310.00	\$0.00
31	Riprap, Erosion Stone	TON	30	26.73	3.27	\$24.48	\$0.00	\$80.05
32	Riprap, Class D	TON	75	147.61	72.61	\$25.48	\$1,850.10	\$0.00
33	Silt Fence or Silt Fence Ditch Check	LF	3552	3707	155	\$1.60	\$248.00	\$0.00
34	Silt Fence/Ditch Check Remove Sediment	LF	3552	2380	1172	\$0.02	\$0.00	\$23.44
35	Silt Fence/Ditch Check Remove Device	LF	3552	0	3552	\$0.02	\$0.00	\$71.04
37	Inlet Protection Device, Surface	EA	3	4	1	\$210.00	\$210.00	\$0.00
38	Inlet Protection Device, Maintenance	EA	3	0	3	\$105.00	\$0.00	\$315.00
41	Exploratory Excavation	HRS	30	12	18	\$273.00	\$0.00	\$4,914.00
CHANGE ORDER 1								
	12" PVC C900 Sanitary Sewer Gravity Main	LF	0	232	232	\$118.73	\$27,545.36	\$0.00

TOTALS

\$76,482.12	\$58,223.79
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Contract reduction due to measurement of installed quantities

\$18,258.33

TOTAL CHANGE ORDER NO. 9 FINAL

\$18,258.33

CONTRACT SUMMARY

Original Contract Amount	\$1,597,625.69
Modifications due to Change Order 1	\$8,580.00
Modifications due to Change Order 2	\$23,957.78
Modifications due to Change Order 3	\$29,200.00
Modifications due to Change Order 4	\$971.03
Modifications due to Change Order 5	\$683.43
Modifications due to Change Order 6	\$23,206.70
Modifications due to Change Order 7	\$29,821.79
Modifications due to Change Order 8	\$750.00
Modifications due to Change Order 9 FINAL	\$18,258.33

FINAL CONTRACT AMOUNT

\$1,733,054.75

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 13.

CONTRACT PAYMENT NO.

14 FINAL

PAGE 1/4

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

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

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

AMOUNT OF CONTRACT
ORIGINAL: \$1,597,625.69
REVISED: \$1,733,054.75

DATES OF PAYMENT
FROM: Commencement
TO: Completion

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-site	2570	CY	\$17.67	2570	\$45,411.90	0	\$0.00	2570	\$45,411.90	100%
2	Excavation, Class 10	1590	CY	\$16.62	1590	\$26,425.80	0	\$0.00	1590	\$26,425.80	100%
3	Subgrade Preparation	590	SY	\$2.50	590	\$1,475.00	0	\$0.00	590	\$1,475.00	100%
4	Subbase, Sub-base Course	205	TON	\$19.48	205	\$3,993.40	0	\$0.00	205	\$3,993.40	100%
5	Subbase, Base Course	95	TON	\$19.50	95	\$1,852.50	0	\$0.00	95	\$1,852.50	100%
6	Removal of Known Pipe Culvert, CMP, 48-in	85	LF	\$40.00	85	\$3,400.00	0	\$0.00	85	\$3,400.00	100%
7	Rock Excavation	350	CY	\$84.25	0	\$0.00	0	\$0.00	0	\$0.00	0%
8	Replacement of Unsuitable Backfill Material	640	TON	\$25.10	1312.9	\$32,953.79	0	\$0.00	1312.9	\$32,953.79	205%
9	Sanitary Sewer Gravity Main, Trenched, PVC, 12-in	3338	LF	\$80.73	3083	\$248,890.59	0	\$0.00	3083	\$248,890.59	92%
10	Sanitary Sewer Force Main, Trenched, PVC, 6-in	1375	LF	\$60.06	1366	\$82,041.96	0	\$0.00	1366	\$82,041.96	99%
11	Pipe Culvert, Trenched, CMP, 48-in	76	LF	\$234.07	148	\$34,642.36	0	\$0.00	148	\$34,642.36	195%
12	Pipe Apron, CMP, 48-in	4	EA	\$3,116.10	4	\$12,464.40	0	\$0.00	4	\$12,464.40	100%
13	Water Main, Trenched, PVC, 12-in	95	LF	\$152.32	92.17	\$14,039.33	0	\$0.00	92.17	\$14,039.33	97%
14	Water Main, Trenched, DI, 12-in	12	LF	\$360.81	12	\$4,329.72	0	\$0.00	12	\$4,329.72	100%
15	Fittings, Compact DI, MJ, Various Sizes	650	LBS	\$24.15	956	\$23,087.40	0	\$0.00	956	\$23,087.40	147%
16	Water Service Pipe, Copper, 3/4-in	50	LF	\$38.92	54	\$2,101.68	0	\$0.00	54	\$2,101.68	108%
17	Water Service Pipe, HDPE, 1/4-in	15	LF	\$183.05	15	\$2,745.75	0	\$0.00	15	\$2,745.75	100%
18	Water Service Corporation, Ball Style, 3/4-in	1	EA	\$927.50	1	\$927.50	0	\$0.00	1	\$927.50	100%
19	Water Service Curb Stop & Box, Minneapolis, 3/4-in	1	EA	\$503.00	1	\$503.00	0	\$0.00	1	\$503.00	100%
20	Valve, Gate Valve, 12-in	2	EA	\$4,141.00	2	\$8,282.00	0	\$0.00	2	\$8,282.00	100%
21	Flushing Device (Blowoff), 3/4-in	1	EA	\$1,473.00	1	\$1,473.00	0	\$0.00	1	\$1,473.00	100%
22	Manhole, SW-301, 48-in	181	VF	\$767.69	181.32	\$139,197.55	0	\$0.00	181.32	\$139,197.55	100%
23	Drop Connection	1	EA	\$4,162.00	1	\$4,162.00	0	\$0.00	1	\$4,162.00	100%
24	Sanitary Sewer Lift Station	1	EA	\$390,974.00	1	\$390,974.00	0	\$0.00	1	\$390,974.00	100%

TOTAL WORK COMPLETED (PAGE 1)

\$0.00

\$1,085,374.63

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
25	Pavement, HMA	165	TON	\$100.00	147.25	\$14,725.00	0	\$0.00	147.25	\$14,725.00	89%
26	Removal of Driveway	71	SY	\$15.00	71	\$1,065.00	0	\$0.00	71	\$1,065.00	100%
27	Driveway, Granular	23	TON	\$19.53	165.58	\$3,233.78	0	\$0.00	165.58	\$3,233.78	720%
28	Temporary Traffic Control	1	LS	\$3,570.00	1	\$3,570.00	0	\$0.00	1	\$3,570.00	100%
29	Conventional Seeding, Seeding, Fertilizing, and Mulching	2	AC	\$2,100.00	3.1	\$6,510.00	0	\$0.00	3.1	\$6,510.00	155%
30	SWPPP Management	1	LS	\$500.00	1	\$500.00	0	\$0.00	1	\$500.00	100%
31	Riprap, Erosion Stone	30	TON	\$24.48	26.73	\$654.35	0	\$0.00	26.73	\$654.35	89%
32	Riprap, Class D	75	TON	\$25.48	147.61	\$3,761.10	0	\$0.00	147.61	\$3,761.10	197%
33	Silt Fence or Silt Fence Ditch Check	3552	LF	\$1.60	3707	\$5,931.20	0	\$0.00	3707	\$5,931.20	104%
34	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	3552	LF	\$0.02	2380	\$47.60	0	\$0.00	2380	\$47.60	67%
35	Silt Fence or Silt Fence Ditch Check, Removal of Device	3552	LF	\$0.02	0	\$0.00	0	\$0.00	0	\$0.00	0%
36	Stabilized Construction Entrance	1	EA	\$2,000.00	1	\$2,000.00	0	\$0.00	1	\$2,000.00	100%
37	Inlet Protection Device, Surface	3	EA	\$210.00	4	\$840.00	0	\$0.00	4	\$840.00	133%
38	Inlet Protection Device, Maintenance	3	EA	\$105.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
39	Mobilization	1	LS	\$102,800.00	1	\$102,800.00	0	\$0.00	1	\$102,800.00	100%
40	Concrete Washout	1	LS	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	100%
41	Exploratory Excavation	30	HRS	\$273.00	12	\$3,276.00	0	\$0.00	12	\$3,276.00	40%
42	Control Valve Station, Precast 72" ID	1	EA	\$53,845.00	1	\$53,845.00	0	\$0.00	1	\$53,845.00	100%
43	Generator Pad	1	LS	\$16,075.00	1	\$16,075.00	0	\$0.00	1	\$16,075.00	100%
44	Transformer Pad	1	LS	\$2,530.00	1	\$2,530.00	0	\$0.00	1	\$2,530.00	100%
45	Control Building	1	1	\$115,200.00	1	\$115,200.00	0	\$0.00	1	\$115,200.00	100%
46	Electrical, Complete	1	LS	\$47,300.00	1	\$47,300.00	0	\$0.00	1	\$47,300.00	100%
47	Controls, Complete	1	LS	\$21,000.00	1	\$21,000.00	0	\$0.00	1	\$21,000.00	100%
48	Generator and ATS	1	LS	\$96,600.00	1	\$96,600.00	0	\$0.00	1	\$96,600.00	100%

TOTAL WORK COMPLETED (PAGE 2)

\$0.00

\$502,964.03

TOTAL WORK COMPLETED TO DATE

\$0.00

\$1,588,338.66

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Replace Bases of Manholes 38 and 39	1	LS	\$8,580.00	1	\$8,580.00	0	\$0.00	1	\$8,580.00	100%
1	12" PVC C900 Sanitary Sewer Gravity Main		LF	\$118.73	232	\$27,545.36	0	\$0.00	232	\$27,545.36	
2	Wood Chip Replacement at Field of Dreams parking area	1	LS	\$5,580.00	1	\$5,580.00	0	\$0.00	1	\$5,580.00	100%
2	Add Flushing Station	1	LS	\$18,377.78	1	\$18,377.78	0	\$0.00	1	\$18,377.78	100%
3	Add Manhole Anti-Flotation Ballast	8	EA	\$3,650.00	8	\$29,200.00	0	\$0.00	8	\$29,200.00	100%
4	Modify conduit & cable schedule to coordinate with System Integrator	1	LS	\$971.03	1	\$971.03	0	\$0.00	1	\$971.03	100%
5	Grounding to generator	1	LS	\$683.43	1	\$683.43	0	\$0.00	1	\$683.43	100%
6	Add metal stair and platform for wet well at pump station site	1	LS	\$23,206.70	1	\$23,206.70	0	\$0.00	1	\$23,206.70	100%
7	16 Ft. Barrier Gate	1	LS	\$5,500.00	1	\$5,500.00	0	\$0.00	1	\$5,500.00	100%
7	36" CMP Culvert Replacement	1	LS	\$9,006.00	1	\$9,006.00	0	\$0.00	1	\$9,006.00	100%
7	S150 Straw Mat	1	LS	\$13,909.84	1	\$13,909.84	0	\$0.00	1	\$13,909.84	100%
7	24" Granular Shoulder	40.17	TON	\$35.00	40.17	\$1,405.95	0	\$0.00	40.17	\$1,405.95	100%
8	Supply and install heat tape to flushing station outlet	1	LS	\$200.00	0	\$0.00	1	\$200.00	1	\$200.00	100%
8	Supply and install a tie-off post for swinging gate	1	LS	\$550.00	0	\$0.00	1	\$550.00	1	\$550.00	100%

TOTAL CHANGE ORDER WORK

\$750.00

\$144,716.09

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE

\$1,733,054.75

Less: Amount Retained Per Contract

\$0.00

Value of Stored Materials (See Attached List)

\$0.00

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$1,733,054.75

Less: Previous Amount Earned

\$1,724,804.86

BALANCE DUE TO CONTRACTOR THIS PAYMENT

\$8,249.89

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

CONTRACTOR: PORTZEN CONSTRUCTION, INC.

BY: _____

TITLE: _____

DATE: _____

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

ORIGIN DESIGN CO.

BY: _____
Marc Ruden, P.E.

TITLE: Water Resource Team Leader

DATE: 8/13/2024

APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA

AMOUNT PAID _____

BY: _____

TITLE: _____

DATE: _____

14 FINAL

Item 13.

[illegible]

August 13, 2024

Honorable Mayor Jeff Jacque and Council Members
c/o Tricia Maiers, City Clerk
City of Dyersville
340 First Avenue East
Dyersville, IA 52040

RE: **Dyersville East Utility Extension 2022**
Contract D Lift Station and Linear Sewer Onsite
Project Completion
Project No.: 20080

Dear Mayor Jacque and Council Members:

Portzen Construction, Inc. of Dubuque, Iowa, has completed construction of the Contract D Lift Station and Linear Sewer Onsite portion of the Dyersville East Utility Extension 2022 project in compliance with the drawings and specifications and the project is ready for acceptance. The final project construction cost including Change Order No. 9 Final is \$1,733,054.75.

Enclosed is Contractor Payment No. 14 Final in the amount of \$8,249.89 and Change Order No. 9 Final for approval (signed copies of the forms are being mailed to the city for signature). Because the contractor requested early retainage at the time of substantial completion, the final payment reflects payment of the previously approved Change Order No. 8 work that had not yet been paid along with the \$7,500.00 that had been withheld until previous punch list items were completed. The change order documents the differences between the original contract quantities and the final installed quantities.

We recommend that the City of Dyersville approve Contract Payment No. 14 Final and Change Order No. 9 Final. After approving and signing the forms, one signed copy of each form should be sent to Portzen Construction along with payment, one copy of each form is for your records, and one copy of each is for Origin Design.

We also recommend that the City of Dyersville approve and accept the Contract D Lift Station and Linear Sewer Onsite project work. Approval and acceptance starts the two year warranty period.

Sincerely,
Origin Design Co.



Marc Ruden, PE
Water Resources Team Leader

Copy: Brandon Ingersoll, Portzen Construction

Sewer Jetting/Cleaning Notice:

The City of Dyersville will be jetting/cleaning sanitary sewer lines between 4th Avenue SE and 8th Avenue SE west of Highway 136/52 from August 12-23. During the jetting process, you may have some bubbling or splashing in your toilets or floor drains. We suggest keeping toilet lids down and drains covered to prevent water from splashing out. If you notice an unusual odor after the cleaning of your line, pour water into your floor drains.

There is no street-by-street schedule, so please take the above precautions between August 12-23.

If you have any questions, please contact City Hall at 563-875-7724. Thank you!

Memorandum

TO: City Council, Parks and Recreation Commission
From: Adam Huehnergath, Parks and Recreation Manager
RE: Monthly Directors Report July 2024
CC: Mick Michel, City Administrator
Date: August 19, 2024

Girls Soccer League:

Last Wednesday started the new All-Girls Dyersville Soccer League. The teams consist of girls in 6th-8th grade. There are three teams from Dyersville, two from Epworth/Farley and one from Guttenberg. After the 1st week of games, excitement is high, and a general discussion is happening if separating the genders is desirable and practical for the older ages. This year we have seen many girls decide to play again after quitting in past years or try soccer for the first time since it is an all-girls league. The coaches have also stated that this gives them an opportunity to practice and play in different positions that they wouldn't in a co-ed league. After the season we will do a survey with the coaches and the participants to see the positives and figure out improvements if we are going to continue this structure.

Aquatic Center:

The Aquatic Center's last day was Sunday, August 18th and ended with our annual Doggy Dip with pets allowed to enjoy the pool. The weather this summer seemed to hinder attendance. When we did have a hot day it always either stormed or threatened to storm in the late afternoon. The two new managers (Shelby Krogman and Lexi Kramer) did a great job navigating lifeguarding and managing duties with a very short staff. The goal for next summer is to have more lifeguards to fill out the schedule. Most of the lifeguards worked more than they planned and/or wanted to. I have had discussions with the two managers and the head lifeguards and have a list of recommendations to focus on. A lot of the things I would like to improve are primarily tied to having adequate staff. That will be the main focus. Again, big thanks to Terry Recker the other CPO who got the pool ready and kept it running perfect. The pool was never closed for chemical imbalance or maintenance issues.

Soccer Saturday:

Saturday the 17th started the annual tradition of "Soccer Saturday." Over 1000 kids from around the area will play at Westside Park this year. There are 88 teams from Dyersville, Peosta, Epworth/Farley, Cascade, Guttenberg and new this year Manchester. Our 7 fields will host 44 matches each Saturday. The regular season lasts 6 weeks with playoffs scheduled for September 28th and October 5th. Thanks to Russ Wolfe who organizes all the referees and keeps control of the action every Saturday. We have a few new referees coming on board this fall. Westside park will be a busy place for the next eight weeks.



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
August 19, 2024**

Highlights from the Librarian's Report to the Board of Trustees for July 2024 are:

- 9,266 items were checked out. This is a 12.1% increase from July 2023. Fiscal year to date, circulation is up 12.1%.
- 40 library cards were issued to new patrons. Fiscal year to date, 40 new library cards have been issued.
- 94 programs were offered in person, virtually, remotely, and as activity kits. 3,662 people engaged with these activities.
- Four public access computers and three children's computers were available and were used for 337 hours and 600 sessions. Year to date computers were used for 337 hours and 600 sessions.
- WiFi Use: 156 sessions, 141 visits, and 68 unique users.
- There were 5,659 library visits.

Upcoming Events:

Enclosed please find a copy of the August events schedule, as well as a preliminary schedule of events planned for September. Some of the events scheduled include a presentation on cryptocurrency, a home décor swap, the Kids Can Cook fall sessions, 10-week series on dementia prevention, preschool prep and traditional story times for preschool children and their families, and activities for National Coloring Day and National Coffee Day. Special activities are also being planned for Library Card Sign-up Month and Banned Books Week. The Chair-ity Fundraiser starts in September.

Prepared by: Shirley Vonderhaar, Library Director

JAMES KENNEDY PUBLIC LIBRARY MONTHLY REPORT

Librarian's report to the Board of Trustees

Month: July-24
 YTD: July-24 to July-24
 Previous YTD: July-23 to July-23

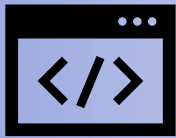
Library visits

Items loaned

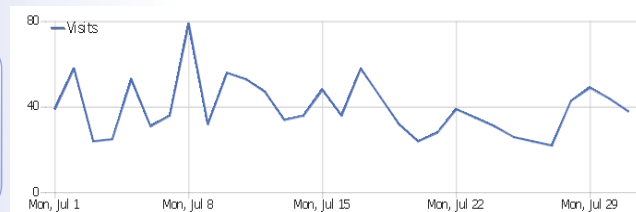
Library cards issued

					<u>City resident</u>	<u>Total</u>	
Month	5659	(↓ 2.1%)	9266	(↑ 12.1%)	23	40	(↓ 0%)
YTD	5659	(↓ 2.1%)	9266	(↑ 12.1%)	23	40	(↓ 0%)

Website traffic



Visits	Average visit duration
1225	1:43



Computer use



Hours			Sessions		
Month	YTD	Prev. YTD	Month	YTD	Prev. YTD
337	337	193	600	600	464

Wifi use



Sessions		Visits		Unique visitors	
Month	YTD	Month	YTD	Month	YTD
156	156	141	141	68	68

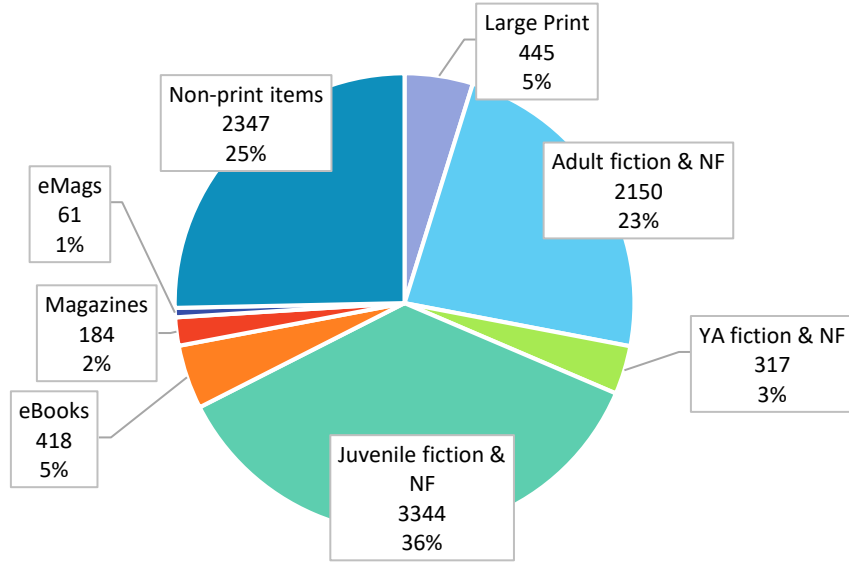
Meeting room use



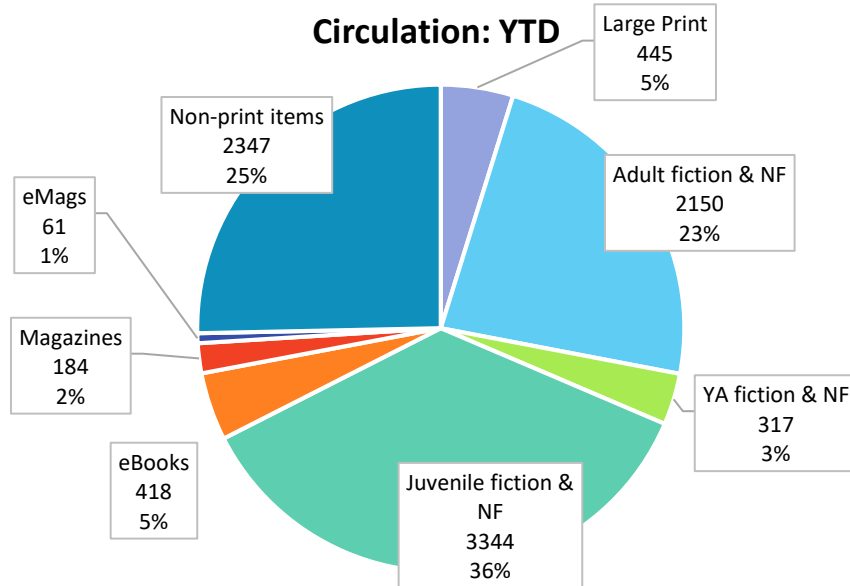
Month	YTD	Prev. YTD
54	54	65

Circulation

Circulation: Month



Circulation: YTD



Non-print items

Month

YTD

Non-print items	Month	YTD
eAudio	581	581
Adult & YA audio	98	98
Juvenile audio & kits	16	16
Adult & YA video	720	720
Juvenile video & DVD	420	420
Games, LoT, etc.	512	512
	2347	2347

Music

Downloads: 12
Total YTD: 12



Video (film and TV)

Downloads: 11
YTD: 11



Visits: 188
YTD: 188



Online Learning

Sessions: 18
YTD: 18



Languages

Sessions: 3
YTD: 3



Genealogy

Visits: 1004
YTD: 1004



Collection

Items purchased

Month: 266
YTD: 266

Items donated

Month: 85
YTD: 85
Prev. YTD: 16

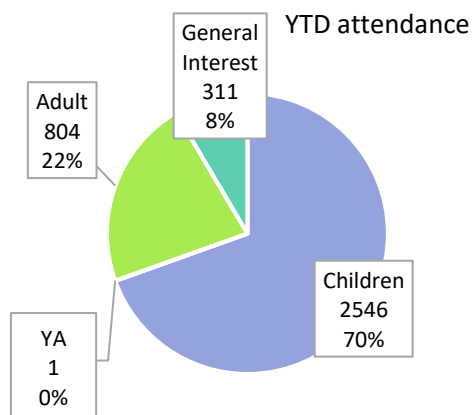
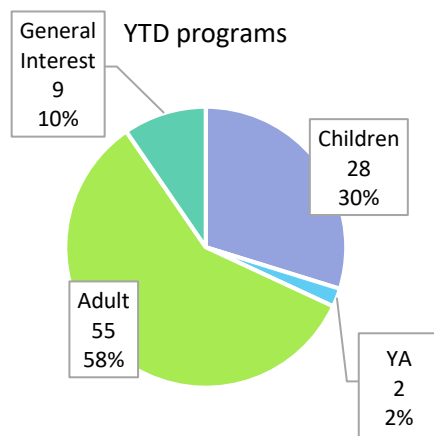
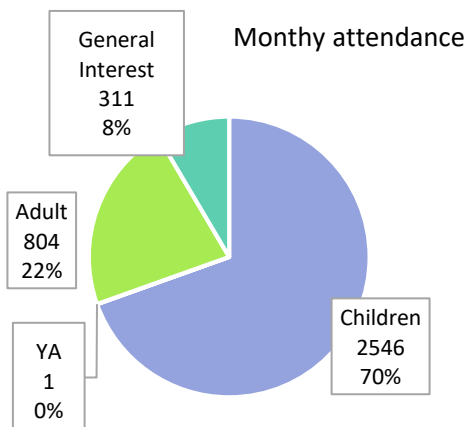
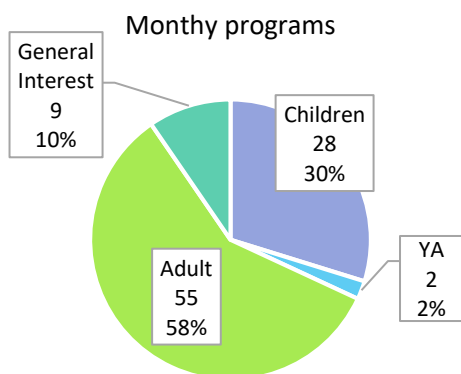
Items withdrawn

	Month	YTD
Books	138	138
Audio	1	1
Video	2	2
Other	43	43
Total	184	184

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	17	132	46	20	65	17	10	8	1	24	7	4	351
Previous month	10	67	13	27	48	13	13	0	0	17	8	3	219
Current YTD	17	132	46	20	65	17	10	8	1	24	7	4	351
Previous YTD	10	67	13	27	48	13	13	0	0	17	8	3	219

Programs



Upcoming Events in August:

Adult Summer Library Program Continues: August 1—31

There is still time to sign up and participate in the 2024 program! Everyone 18 and older is encouraged to participate in the 2024 program that runs through August 31. This year's theme is *Read, Renew Repeat (Leer, Renova, Repetir)*. This summer reading program will feature the idea and practice of conservation: reduce, reuse and recycle. It also encourages reading as a restorative method of self-improvement and self-preservation.

- Adults are welcome to join throughout the summer.
- Participants will receive a bookbag, bookmark, and a free book just for registering.
- Participants will track books read or listened to, library services used, programs attended, and activities completed to earn prizes.
- For each item completed, the participant's name will be entered into the general prize drawings that are held after the program ends.
- For each four items completed, participants will be able to select an item from the prize box or another book from the cart.
- Participants completing at least sixteen activities, which must include reading at least four books, will have completed the program and will have their name entered into the grand prize drawing for the Book Lover's Basket and other prizes.
- The adult summer library program is sponsored by the Friends of the James Kennedy Public Library.

READ,
RENEW,
REPEAT



Read, Renew, Repeat: Reading Recommendation: August 1—31. Do you like to recommend books to others? Or enjoy reading something recommended to you? When you finish a book you love, pick up a "Read This" bookmark and share why it should be read. Give the bookmark to a staff member to get your name entered into a drawing for a JKPL themed swag bag that will include a tote bag, book journal, and more! Staff will put the bookmark in the appropriate book and display them in the library for others to discover and enjoy!

Reduce, Renew, Repeat: How do you practice self-preservation? August 1—31. The summer library programs this summer focus on conservation, self-improvement, and self-preservation so each month this summer you are invited to respond to a question related to this topic. August's question is: What do you do for self-care? Visitors of all ages are welcome to share their response every time they visit the library by putting a pom-pom in the jar that matches their choice. Each response also earns an entry into a drawing to win the opportunity to select an item of your choice to be added to the library collection. When we talk about self-improvement, mental health is often a key aspect that people look to develop. Self-care is the active engagement in activities that help to reduce personal stress and improve overall mental well-being.

Kids Can Craft: Paper Pegasus: August 1—31. Kids of all ages are invited to stop in the library to craft and color a 3-D paper pegasus. There will be kits to take home if you wish.

Creation Station Craft: CD Wind Spinners: August 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 shiny CD spinner which you can hang anywhere the wind blows. Kit includes a CD, buttons, sequins, and ribbon. Glue will also be needed for this craft. A video demonstration may also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.



Coloring, Creating and Doing @ Your Library: August 1—31. The JKPL is continuing to offer coloring pages, dot to dot, crosswords, sudoku, and other activity pages available for you to enjoy at the library or at home. They are intended for adults and teens. Each pack will include 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.

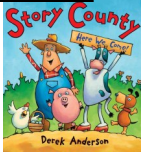
Get Puzzled @ Your Library: August 1—31. Stop in the library this month to help us put together a new jigsaw puzzle. This month's puzzle is *Beach Vacation*. The puzzle is located on the table under the skylight and everyone is welcome to add a piece or two or more. Everyone who works on the puzzle is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

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

Children's Scavenger Hunt: Fruits and Veggies: August 1—31. Area children and their families are encouraged to participate in our "Fruits and Veggies" scavenger hunt to earn a sticker! One sticker per child, per library visit.

Item 17.

Westside Park StoryWalk®: "Story County: Here We Come" by Derek Anderson: August 1—31. 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.*



Strength Training for Older Adults: Thursdays and Mondays, August 1, 5, 8, 12, 15, 19, 22, 26 & 29 @ 9:30 am & 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 & Games: Fridays, August 2, 9, 16, 23 & 30 from 1:00—3:30 pm. Join us Friday afternoons for cards, dominoes, or other games in the Hoffman Room. Come meet, teach, and play with other players. The library has some games or you are welcome to bring your own.

Building Creativity One Block at a Time: a LEGO® program: Saturday, August 3 from 10:00—11:00 am. This month's theme is "Rainy Day". This program is for all ages but children under 7 must be accompanied by an adult or older partner. This LEGO® program is part of a monthly LEGO® building block program at the library sponsored by DuTrac Community Credit Union. Each month there is a theme to help inspire creativity. Photos of the creations are displayed in the children's area of the library and on the library's social media pages. All children who participate have their names entered into a quarterly drawing for a special LEGO® related prize provided by DuTrac.



Movies @ Your Library presents "Ghostbusters: Frozen Empire": Saturday, August 3 @ 1:00 pm. The Spengler family returns to where it all started – the iconic New York City firehouse – to team up with the original Ghostbusters, who've developed a top-secret research lab to take busting ghosts to the next level. But when the discovery of an ancient artifact unleashes an army of ghosts that casts a death chill upon the city, Ghostbusters new and old must join forces to protect their home and save the world from a second Ice Age. Rated PG-13 (125 minutes).



Nerf War @ Your Library: Saturday, August 3 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. Guns with excessive hitting power will not be allowed.



Kids Can Cook Registration Begins: Monday, August 5. 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. At the end of the school year, children who have participated in over half of the classes will receive an apron. Classes will be held the first 3 Thursdays of September, October, and November from 4:00—5:30pm. Registration is required as there is a limit of 12 children per session. Participants may register for any 3-week session starting August 5. A waiver signed by a parent or legal guardian must be on file for a child to attend.



Books for Lunch Book Discussion: Monday, August 5 @ 12:00 noon. This group gathers on the first Monday of each month at noon. This month the group will discuss *Lady Tan's Circle of Women* by Lisa See. Copies of the book are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. New members are welcome to join at any time. If you need a link to the Zoom room, please email librarian@dyersville.lib.ia.us by 10:00 am on the day of the program and an invitation to the Zoom room will be emailed to you.

Sit and Stitch: Wednesdays, August 7, 14, 21 & 28 from 1:00—3:00 pm. Grab your hobby or craft and join other crafters at this fun gathering. There are lots of laughs, great company, conversation, and even some crafting! Participants are welcome to attend in person in the Hoffman Room or remotely via Zoom. New members are welcome to join at any time. If you are a new participant and wish to join virtually, please email librarian@dyersville.lib.ia.us 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.

Diamond Painting: Wednesday, August 7 @ 6:30 pm

Diamond painting has been described as a combination of paint by number and cross stitch except you use faceted beads to make beautiful and glittery art. Interested? Guests age 7 and older are invited to come to the library to diamond paint a bookmark, keychain or cartoon animal. Children under 9 need an adult helper. Registration is encouraged as supplies will be available for no more than 20 participants. Walk-ins welcome as supplies allow.

Item 17.



Pop-Up @ the Farmer's Market: Thursdays, August 8 & 22 from 3:00—5:00 pm. Come visit the JKPL at the Dyersville Farmer's Market on the second and fourth Thursdays in August! Visitors will learn about what the library has to offer, get their questions answered, and select a free book to keep from the pop-up library. Take-and-make activities may also be available. The library will bring a hotspot and provide WiFi Access! *The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL.*

Art in the Park: Thursday, August 8 from 3:30—4:30 pm. Join us at the Farmer's Market to create a miniature sculpture using Crayola Air Dry Clay. All ages welcome, but children under age 7 must be accompanied by a responsible teen or adult companion.

Guided Conservation Hike @ Ringneck Ridge: Thursday, August 8 from 6:00—7:30 pm

Join us, along with Dubuque County Conservation, for a guided hike around Ringneck Ridge to look at the blooming prairie and learn about conservation practices in place. We will be walking 1.5 miles on uneven terrain that is in long grass, please be prepared for this by wearing appropriate footwear and clothing. All ages are welcome but children under 16 need an adult companion. Participants should meet in the parking lot at Ringneck Ridge, 5361 IA-136, Worthington, IA. Registration by August 7 is requested as a minimum of 10 people must participate for this event to be held. Walk-ins welcome as space allows.



Donate to the Home Décor Swap: August 10—30. Do you have home decor such as artwork, vases, wall hangings, decorative pillows, and even small pieces of furniture you no longer need? Please consider donating it to the JKPL Home Decor Swap! Drop off your new or gently used items during library hours between August 10-30. Information about donation guidelines are posted on the JKPL website and available to pick up at the library. Come back to the Swap on August 31 and select what you can use. Swaps are a great way to declutter your home, keep things out of the land fill, and save a little money! Items not taken by swappers will be saved for another swap, donated, recycled, or used for JKPL activities.



Diamond Painting: Saturday, August 10 @ 1:00 pm

Diamond painting has been described as a combination of paint by number and cross stitch except instead you use faceted beads to make beautiful and glittery art. Interested? Guests are invited to come to the library to diamond paint a bookmark, keychain, or cartoon animal. This session is intended for adults and teens but children age 7 and older are welcome with an adult companion. Registration is encouraged as supplies will be available for no more than 20 participants. Walk-ins welcome as supplies allow.



Dungeons and Dragons Players Club: Saturday, August 10 @ 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.

A Woodland Sketchbook - Creativity with Pen & Ink: Tuesday, August 13 from 5:00—8:00 pm

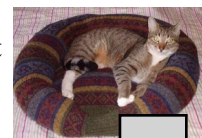
Creating a woodland sketchbook is a wonderful way of capturing the beauty of a nature walk. In this three-hour class, participants will first construct an eight-page, handmade sketchbook. They will then learn to draw various plants, flowers, birds, and insects that inhabit Iowa woodlands and transfer those images into their sketchbook. Book construction and all drawings will be demonstrated step-by-step by Dianne Kramer. This class is designed for adults. Registration is required as space is limited to 24. Due to the high demand for this class, four of the twenty-four slots are allotted for those who have not previously attended one of Dianne's classes. Materials needed: pencil, eraser, fine-tipped, black pen, and colored pencils. There will be a break mid-way through the class. Snacks will be provided, but feel free to bring your own. Examples are on display at the library!



Inspirational Fiction: A Novel Approach to Faith Book Club: Tuesday, August 13 @ 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 Inn at Ocean's Edge* by Colleen Coble. Books are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. If you want to attend via Zoom and haven't attended before, please register by 12 noon on the day of the program at <https://bit.ly/NOVELAPPROACH> so a link to the Zoom room can be emailed to you.

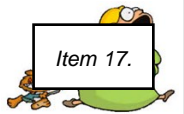
Make Your Own Pet Bed: Thursday, August 15 from 5:30—7:30 pm

Drop in at the JKPL for this special upcycling event! Participants will learn how to take an old sweater and turn it into a cozy pet bed. This project will require some hand sewing. All supplies provided. Make your bed at the library or take the supplies and directions home and create at your convenience. Take-and-make kits will be available while supplies last. Those crafting at home will need to provide their own scissors and needles. This program is for adults and older teens but children are welcome with an adult companion.



Kobolds Ate My Baby Role Playing Game: Friday, August 16 @ 6:00 pm

Join us after-hours for *Kobolds Ate My Baby*, a role playing game with simple rules and lots of shenanigans. We will be playing with the new Orange Edition. The library will have completed character sheets available. All ages and skill levels welcome.



Bingo Party: Monday, August 19 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!

Teen Writer's Group: August 20 from 5:00—6:00 pm. Participants between the ages 12 to 18 are invited to join the library's teen summer writer's group. For this last session, bring a short story, poem, or nonfiction project to share with the group and get feedback. Not sure what to write? Check out the bulletin board in the YA corner for writer challenges. Refreshments will be provided.



Health & Wellness 365 with the Northeast Iowa Area Agency on Aging: Thursday, August 22 @ 11:15 am. Come get tips and tricks for how to pick out the best produce at the Farmer's Market plus tips on how to reduce food waste. Presented by Nutrition Specialist Colleen Lawler. There will be food samples to try and giveaways. All are welcome.

Cryptocurrency Basics: Thursday, August 22 @ 6:30 pm

We've been hearing the terms Bitcoin and Cryptocurrency more frequently in the past few years, but few of us understand anything about it. Join us for this informal presentation and learn the answers to these questions: What is cryptocurrency? How did it get started? How does it work? What can you use it for? Is it regulated? Feel free to bring your own questions as there will be a Q&A time after the presentation. Presented by Evan Hudson from the Center for Collaborative Economics in Dubuque.



Game Night @ Your Library: Friday, August 23 from 6:00—9:00 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.

Family Movies @ Your Library presents "Kung Fu Panda 4": Saturday, August 24 @ 1:00 pm. After learning he must find a new hero to take over as Dragon Warrior so that he may fulfill his destiny as the next spiritual leader of the Valley of Peace, Po decides to take one last adventurous mission. He teams up with a quick-witted thief named Zhen to discover the truth about recent sightings of villains he's defeated in the past. In a journey that puts both to the test, it will take a wicked, powerful sorceress, Chameleon, to bring them together and perhaps remind Po that heroes can be found in the most unexpected places. Rated PG (94 minutes).



JKPL Writing Group: Tuesday, August 27 @ 6:30 pm. Join us this month in person at the library, or remotely via Zoom, for a sharing session with writers of all types including poetry, memoir, fiction, or nonfiction. New members are welcome to join at any time. If you want to participate via Zoom, please register by 11:00 am on the day of the event at <https://bit.ly/JKPLwriting>.

Stuffy Sleepover: Wednesday, August 28 from 6:30—7:30 pm

Wear your favorite pajamas and bring your *second* favorite stuffed animal for fun stories, games, and snacks with your stuffy! When the program ends, the fun is just beginning for the stuffed animals. Give them a big hug and leave them at the library for an overnight adventure with their new stuffy friends, where the stuffed animals will do everything sleepover related...and maybe cause a little trouble. Return to pick up your stuffy the next day, and in a few weeks, collect your copy of a special children's book written all about the JKPL stuffy sleepover! Registration Required. This program is designed for children ages 3-6 and their caregiver. Please bring your second-best stuffy as the library will not be able to return a favorite sleeping stuffy after hours!



Pop-up at the Downtown Market: Saturday, August 31 from 8:00 am—12:00 noon. The James Kennedy Public Library will be reaching out to the community by bringing a pop-up library to the Market. Visitors will be able to find out more about what the library has to offer, and select a free book to keep. The JKPL will also have a hotspot running to provide WiFi Access. *The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL. Our participation at this event is weather permitting.*

Home Decor Swap: Saturday, August 31 from 10:00 am—2:00 pm

Are you looking for new or gently used home décor like artwork, vases, wall hangings, or decorative pillows? Come to the library and see what you might discover. Members of the community have donated good, new, and gently used items for this special summer event. Swaps are a great way to declutter your home, keep things out of the landfill, and save a little money! Items not taken by swappers may be saved for the next swap, donated, recycled, or used for JKPL activities.





Kids Can Cook: Thursdays, September 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. 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. At the end of the school year, children who have participated in over half of the classes will receive an apron. The menu for September is:

September 5 - Katsu Chicken (Japanese Fried Chicken)
September 12 - Llapingachos (Ecuadorian Potato Cakes)
September 19 - Chocolate Muffins

- Classes will also be held the first three Thursdays in October and November 2024.
- Registration for September, October and November sessions starts August 5 and is required.
- 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.

Super Smash Bros Ultimate Tournament Sunday, September 8 @ 1:30 pm

Join us at the library for a chance to see who among your friends is the Smash Bros Champion! Rules for the tournament will be three stock lives, no items, random stage per fight. We will be using the Ultimate (Switch) version and players may only use standard switch grip controllers. For ages 10 and up.



What Style Is It? Commercial and Residential Architecture in Dubuque County Sunday, September 15 @ 2:00 pm

Ever look at a building and wonder what kind of architecture it is? Come to this program where you will learn how to identify the various styles of commercial and residential architecture found in Dubuque County. Presented by Jason Neises from the Dubuque County Historic Preservation Commission. Refreshments will be provided.



LIBRARY HOURS:

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

Upcoming Movies @ Your Library:

Free popcorn & soda for all who attend!

Bumblebee

Rated PG-13 (113 min.)

Saturday, September 7 @ 1:00 pm

IF

Rated PG (104 min.)

Saturday, September 21 @ 1:00 pm

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>August 1—31</p> <ul style="list-style-type: none"> Get Puzzled StoryWalk® Children's Pretend Play Station & scavenger hunt 	<p>August 1—31</p> <ul style="list-style-type: none"> Paper Pegasus craft kits CD Wind Spinner craft kits Coloring, Creating, & Doing 	<p>Adult Summer Library Program Continues thru August 31!</p>		<p>1</p> <p>Strength Training @ 9:30am & 10:30am</p>	<p>2</p> <p>Euchre Card Party from 1-3:30pm</p>	<p>3</p> <p>Building Creativity One Block at a Time: a LEGO® program from 10-11am</p> <p>Ghostbusters: Frozen Empire (PG-13) @ 1pm</p> <p>Nerf War @ 4pm</p>
<p>4</p>	<p>5</p> <p>Strength Training @ 9:30am & 10:30am</p> <p>Books For Lunch @ 12pm</p> <p>Kids Can Cook Registration begins!</p>	<p>6</p>	<p>7</p> <p>Sit & Stitch from 1-3pm</p> <p>Diamond Painting @ 6:30pm</p>	<p>8</p> <p>Strength Training @ 9:30am & 10:30am</p> <p>Pop-up at Farmer's Market from 3-5pm</p> <p>Art in the Park from 3:30-4:30pm</p> <p>Guided Conservation Hike @ 6pm</p>	<p>9</p> <p>Euchre Card Party from 1-3:30pm</p>	<p>10</p> <p>Diamond Painting @ 1:00pm</p> <p>Dungeons & Dragons @ 3:30pm</p>
<p>11</p>	<p>12</p> <p>Strength Training @ 9:30am & 10:30am</p>	<p>13</p> <p>A Woodland Sketchbook @ 5pm</p> <p>A Novel Approach to Faith book club @ 7pm</p>	<p>14</p> <p>Sit & Stitch from 1-3pm</p>	<p>15</p> <p>Strength Training @ 9:30am & 10:30am</p> <p>Make Your Own Pet Bed from 5:30-7:30pm</p>	<p>16</p> <p>Euchre Card Party from 1-3:30pm</p> <p>Kobolds Ate My Baby @ 6pm</p>	<p>17</p>
<p>18</p>	<p>19</p> <p>Strength Training @ 9:30am & 10:30am</p> <p>Bingo from 1-3pm</p>	<p>20</p> <p>Teen Writer's Group @ 5pm</p>	<p>21</p> <p>Sit & Stitch from 1-3pm</p>	<p>22</p> <p>Strength Training @ 9:30am & 10:30am</p> <p>Health & Wellness 365 @ 11:15am</p> <p>Pop-up at Farmer's Market from 3-5pm</p> <p>Cryptocurrency Basics @ 6:30pm</p>	<p>23</p> <p>Euchre Card Party from 1-3:30pm</p> <p>Game Night from 6-9pm</p>	<p>24</p> <p>Kung Fu Panda 4 (PG) @ 1pm</p>
<p>25</p>	<p>26</p> <p>Strength Training @ 9:30am & 10:30am</p>	<p>27</p> <p>JKPL Writing Group @ 6:30pm</p>	<p>28</p> <p>Sit & Stitch from 1-3pm</p> <p>Stuffy Sleepover @ 6:30pm</p>	<p>29</p> <p>Strength Training @ 9:30am & 10:30am</p>	<p>30</p> <p>Euchre Card Party from 1-3:30pm</p>	<p>31</p> <p>Pop-up Library @ DDM from 8am-12pm</p> <p>Home Decor Swap from 10am to 2pm</p>

Upcoming Events for SEPTEMBER 2024

September 1-2: Library closed for Labor Day

Chair-ity Fundraiser Begins! September 3. Showcase your special talents and put your creativity to work at this library fundraising event! Pick up a chair from the library, decorate it any way you like, and return it to the library. Or decorate a chair of your own and donate it to the library. Chairs can be seasonal, thematic, or just anything that appeals to you! And although we focus on chairs, other wooden décor items are welcome. Items will be accepted anytime in October, but prior to October 20 is preferred. A silent auction of the donated items will be held in the library from October 13 to November 24. Photos of all donations will be posted on the library website and social media, and remote bidding in the silent auction may be offered. The Donor Reception and start of voting for ribbons will be on Sunday, October 20. The auction ends promptly at 3:00 pm on Sunday, November 24.

Library Card Sign-Up Month @ Your Library: September 3-30. Autobots, roll out...to the library! The Transformers, featuring Optimus Prime, are the honorary spokesbots for Library Card Sign-Up Month. Whether you're upgrading your skills, scouting for knowledge and information, or connecting with other heroic readers, a library card is your key to an arsenal of resources. Spark your creativity as a builder or programmer by tinkering in your library's makerspace; mine the library's stacks and databases for new stories and adventures; and kickstart your critical thinking skills to defeat the Decepticons of misinformation lurking online. Sign up for a library card in September and receive a special Transformers bookmark. Visit the library this month for these Transformers related programs: Come take your picture with our 6-foot cutout of Optimus Prime! Work on the Transformers-themed puzzle under the skylight and get your name entered to win the puzzle. Draw your own paper Transformer and enter our coloring challenge. Come to the Transformers themed LEGO® program and showing of the movie *Bumblebee* (PG-13) on September 7.

Kids Can Craft: Paper Transformer Coloring Challenge: September 3-30. Kids of all ages are invited to stop in the library and color a paper Transformer. Creations can be turned in at the front desk of the library, and the winner will be chosen via a random drawing in early October. The winner will be awarded a backpack loaded with art supplies and snacks.

Creation Station Craft: September 3-30. Stop in and craft in the Creation Station at the library or grab a kit and create at home! This month's craft is to be decided. Kit includes most needed supplies and instructions. A video demonstration may also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.

Coloring, Creating and Doing @ Your Library: September 3-30. The JKPL is continuing to offer coloring pages, dot to dot, crosswords, sudoku, and other activity pages available for you to enjoy at the library or at home. They are intended for adults and teens. Each pack will include 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: September 3-30. Stop in the library this month to help us put together a new jigsaw puzzle. This month's puzzle, in celebration of Library Card Sign Up Month, is *Transformers - Autobots*. 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.

Children's Pretend Play-Station: September 3-30. Area families are invited to come to the children's area to be a librarian for pretend play! Hold a storytime, "check out books" to friends and family, and create your own library cards for Library Card Sign Up month.

Book Characters Scavenger Hunt: September 3 - 30. Area families are invited to participate in our "Book Characters" scavenger hunt to earn a small prize.

Westside Park StoryWalk®: “Over, Under, In and Ouch” by Trudy Harris: September 3-4. 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.

Preschool Prep Program: Wednesdays, September 4, 11, 18, & 25 from 10:00–11:00 am. Join area children of all ages/abilities and their caregivers to learn and/or practice basic preschool skills in this new community-participation program. Every program will include letter recognition, sensory centers, pretend play, listening to stories, participating in movement songs, and practicing patience with others. Parent participation and assistance is required, and children ages five-plus who have previously learned these skills will act as kid-role-models. Each program will also focus on developing/practicing one specific skill, which will be continuously encouraged in all subsequent programs. Skills scheduled to be learned on each date are: September 4 – Learn to line up; September 11 – Share; September 18 – Follow directions; September 25 – Politely ask for help. No registration is required. Fall Preschool Prep Programs will be offered September, October and November.

Sit and Stitch: Wednesdays, September 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. New members are welcome to join at any time. If you are a new participant and wish to join virtually, please email librarian@dyersville.lib.ia.us 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.

Family Storytime: Wednesdays, September 4, 11, 18, & 25 from 6:30–7:15 pm. Stop in to attend Family Storytime, where children are introduced to books, words, letters, reading, and writing through fun yet educational picture books, movement songs, visual prompts, crafts, motor activities, and pretend play opportunities. Family storytime is open to all ages and abilities but most beneficial to ages and age-ability of 1 - 6 years old. Adult participation is required. No registration is necessary. Fall Family Storytime programs will be held September, October and November.

Strength Training for Older Adults: Thursdays and Mondays, September 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.

Kids Can Cook: Thursdays, September 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. 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. At the end of the school year, children who have participated in over half of the classes will receive an apron. The menu for September is: September 5 - Katsu Chicken (Japanese Fried Chicken); September 12 - Llapingachos (Ecuadorian Potato Cakes); September 19 - Chocolate Muffins. Classes will also be held October 3, 10, 17 and November 7, 14, 21. Registration for all three sessions 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.*

Unlocking Brain Fitness - KEYS to Dementia Prevention: Tuesdays, September 10 to November 12 @ 6:00 pm. Join us for this 10-week evidence-based course developed by doctors to help people aged 55 and older make lifestyle changes to reduce their risk of developing Alzheimer’s and other forms

of dementia. The KEYS dementia prevention course was started at the YMCA of Greater Des Moines and be presented by Mary Lou Kurt, RN, and other local experts. Participants should be 55 or older in good cognitive health. Participants should be able to commit to attend the 10 in-person sessions that are two hours each. Registration fee of \$20.00 per participant is required, but may be refunded to those who attend at least 9 of the sessions (upon request). Registration is required as a maximum of 15 participants are allowed. Sponsored by Nightingale Drug and the Friends of the James Kennedy Public Library.

Euchre Card Party & Games: Fridays, September 6, 13, 20, 27 from 1:00-3:30 pm. Join us Friday afternoons for cards, dominoes, or other games in the Hoffman Room. Come meet, teach, and play with other players. The library has some games or you are welcome to bring your own.

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

Library Card Month Movies @ Your Library presents "Bumblebee": Saturday, September 7 @ 1:00 pm. Charlie finds a beat-up Volkswagen in a friend's junkyard which she then receives as a birthday present. As she tries to repair the car, she accidentally re-activates the Autobot known as Bumblebee. They soon discover however that the Decepticons are in close pursuit and Bumblebee is tasked with protecting Charlie and planet Earth. Rated PG-13 (113 min.)

Super Smash Bros Ultimate Tournament: Sunday, September 8 @ 1:30 pm. Join us at the library for a chance to see who among your friends is the Smash Bros Champion! Rules for the tournament will be three stock lives, no items, random stage per fight. We will be using the Ultimate (Switch) version and players may only use standard switch grip controllers. For ages 10 and up.

Books for Lunch Book Discussion: Monday, September 9 @ 12:00 noon. This group gathers on the first Monday of each month at noon. This month the group will discuss *Days Without End* by Sebastian Barry. Copies of the book are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. New members are welcome to join at any time. If you need a link to the Zoom room, please email librarian@dyersville.lib.ia.us by 10:00 am on the day of the program and an invitation to the Zoom room will be emailed to you. *Note: date was changed due to Labor Day holiday.*

Inspirational Fiction: A Novel Approach to Faith Book Club: Tuesday, September 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 *The Love Script* by Toni Shiloh. Books are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. If you want to attend via Zoom and haven't attended before, please register by 12 noon on the day of the program at <https://bit.ly/NOVELAPPROACH> so a link to the Zoom room can be emailed to you.

Pop-Up @ the Farmer's Market: Thursdays, September 12 & 26 from 3:00—5:00 pm. The JKPL will be reaching out to the community by visiting the Dyersville Farmer's Market. Visitors will discover more about what the library has to offer, get their questions answered, and select a free book to keep from the pop-up library. Fun, free Take-and-Make Activity Kits may also be available. Kits will be available while supplies last. The JKPL will also bring a hotspot and provide WiFi Access! The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL.

National Coloring Day Coloring Party: Saturday, September 14 from 10:00 am to 2:00 pm. An annual event every September 14, National Coloring Day is all about setting aside some time for ourselves to relax and color. Get creative with paper and crayons, colored pencils or markers. To help you relax during this special day, the library will have coloring pages for all ages available to pick up and take home. For those wanting to color in the library, markers, coloring pencils, crayons and more will be available to check out at the

front desk or in the Creation Station. We will also have snacks! Everyone who participates by coloring in library, or taking coloring pages home, is encouraged to sign up at the front desk to get their name entered into a drawing for a tote bag with coloring supplies.

Donate to the Costume Swap: September 14- 27. The swaps we offered as part of the adult summer library program were popular so the JKPL decided to continue with a few more opportunities to donate things you no longer need and perhaps discover something you do! Halloween is only a month away so our September swap will focus on costumes for all ages. If you have a new or gently used costume or related apparel, jewelry, etc. you no longer need, please consider bringing them to the JKPL between September 14 and 27. Information about donation guidelines will be posted on the JKPL website and available to pick up at the library. Come back to the Swap on Saturday, September 28 and select what you can use. Swaps are a great way to declutter your home, keep things out of the land fill, and save a little money. Items not taken by swappers will be saved for another swap, donated, recycled or used for JKPL activities.

Dungeons and Dragons Players Club: Saturday, September 14 @ 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.

What Style Is It? Commercial and Residential Architecture in Dubuque County: Sunday, September 15 @ 2:00 pm. Ever look at a building and wonder what kind of architecture it is? Come to this program where you will learn how to identify the various styles of commercial and residential architecture found in Dubuque County. Presented by Jason Neises from the Dubuque County Historic Preservation Commission. Refreshments will be provided.

Bingo Party: Monday, September 16 from 1:00-3:00 pm. Come enjoy bingo at the JKPL! There is a two-card limit, no cost to play, and there are prizes! Registration is recommended as space is limited. Bring your friends!

Cricut with Christopher presents Fabric Roses: Monday, September 16 @ 6:00 pm. Come learn about the Cricut Maker from local expert Lisa Christopher and create a set of 3 roses out of fused fabric. Participants should be 14 or older but children age 8 and up are welcome if accompanied by an adult. Registration is required as attendance is limited to 10. Registration begins August 16. Participants will need to bring fabric scissors and wire cutters. This is a repeat of the May class.

Family Movies @ Your Library presents "IF": Saturday, September 21 @ 1:00 pm. A girl who discovers that she can see everyone's imaginary friends embarks on a magical adventure to reconnect forgotten IFs with their kids. Rated PG (104 minutes).

Read, Renew, Repeat - Adult Summer Library Program Finale: Sunday, September 22 from 1:30 to 3:30. Participants in the Read, Renew, Repeat Adult Summer Reading program are invited to this special open house to celebrate the end of the program. Participants have until 5 pm on Friday, September 20 to submit their forms documenting items read or activities completed prior to September 1. Prizes will be drawn and available to pick up during this open house or at the library during the rest of September. Refreshments and simple activities will be available.

Banned Books Week: September 22-28. Banned Books Week is an annual event celebrating the freedom to read that spotlights current and historical attempts to censor books in libraries and schools. This year's theme is *Freed Between The Lines*, because we can find freedom in the pages of a book — but book bans and censorship threaten that freedom, along with many other rights and institutions. Activities to be decided.

JKPL Writing Group: Tuesday, September 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 register by 11:00 am on the day of the event at <https://bit.ly/JKPLwriting>.

Game Night @ Your Library: Friday, September 27 from 6:00 - 9:00 pm. Bring your favorite (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.

Pop-up at the Downtown Market: Saturday, September 28 from 8:00 am to 12:00 noon. The James Kennedy Public Library will be reaching out to the community by bringing a pop-up library to the Market. Visitors will be able to find out more about what the library has to offer, and select a free book to keep. The JKPL will also have a hotspot running to provide WiFi Access. *The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL. Our participation at this event is weather permitting.*

Costume Swap: Saturday, September 28 from 10:00 am to 2:00 pm. Are you looking for new or gently used costumes and related apparel, jewelry, etc. for Halloween? Come to the library and see what you might discover. Members of the community have donated good, new and gently used items for this special event. Swaps are a great way to declutter your home, keep things out of the land fill, and save a little money. Items not taken by swappers will be saved for another swap, donated, recycled or used for JKPL activities.

National Coffee Day Celebration! Coffee Day, or International Coffee Day, is held annually on September 29 and celebrates coffee and the joy it brings to people all over the world. JKPL activities to be decided.

To: Mayor Jacque and City Council Members
Cc: Mick Michel, City Administrator
From: John F. Wandsnider, PE – Public Works Director/City Engineer
Date: August 15, 2024
Subject: Public Works Report: July 11 – August 14, 2024

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 summertime and regular activities in the operations and maintenance of Dyersville's pavement and drainage systems and equipment. Part-time staff Sarah and Dylan are heading back to school – they were done last Friday and this Wednesday, respectively. They were able to help us a lot – we will miss them.

With all the rain we have had this summer (recent weeks excepted), we have had a difficult time keeping up with the weeds along the streets and streams - they seem to be overpowering the treatments. We have been able to catch up with them with the recent dry weather, however. Maintenance work has been done on parking lots and signs as well. Another round of street-sweeping was performed last week.

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. Please refer to the Water report for July and the Wastewater reports for June and July, below.

We have a good inventory of both compost and mulch available to the public at the wastewater treatment plant.

Improvement and Expansion Projects

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

Construction of sanitary sewer and water main has begun. It is quite slow-going due to the presence of limestone bedrock very near to the surface in many areas. See below photos of some of the progress.





Lake View Estates (added 7/24)

Contractor has begun installing sanitary sewer.

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

Meeting with Street Committee is being scheduled for this fall.

Downtown Streetscape Rehabilitation (Added 4/23)

The contractor returned to finish the improvements and clean things up. We are planning to finish the east side of the river in FY-25, and the west side on FY-26.

Hwy 52 Manhole Replacement at 2nd Avenue (Added 11/21)

We are meeting to further define the scope of this project. It is important that we replace any of the failing sewer infrastructure beneath US 52 while we have the traffic detoured. Meeting with the DOT in the near future as well.

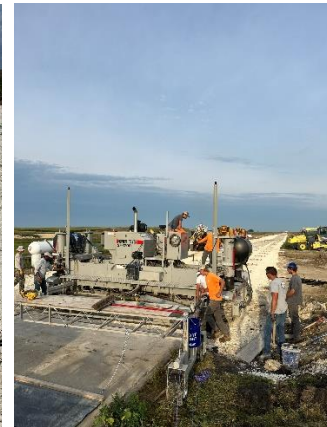
Downtown Businesses Accessibility – (Added June, 2021)

Moving of the light was found to be infeasible. We have identified provisions in the national code that will allow us to construct the ramp past the light while remaining in compliance with requirements. We are still evaluating costs and options and plan to be able to present the project to the Street Committee soon.

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

The storm sewer has been completed and the contractor has been preparing for paving. Paving of the north half of the street began yesterday (Wednesday) but was rained out 2/3 of the way up the road. It is planned to be completed today. After 1 week of cure-time, the south half will be paved.





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

The rip-rap was restored and project is complete.

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 this spring/summer. A live streaming camera of the site is available for viewing at:

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

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

Contract C Water Pumping Station – final contractor payment for retainage is being submitted to city. Construction for Contract D Lift Station and Linear Sewer Onsite with Portzen Construction is complete and we are working on final project closeout paperwork.

- END -

Memorandum

To: Mayor, City Council Members and City Administrator

From: Terry Recker, Water Operator

Date: August 7th, 2024

Subject: **Water Operation July 2024 Report**

Water Pumped

Total Water Pumped for Month	12,484,000 Gallons
Average Pumped per Day	403,000 Gallons
Maximum Daily Pumped	558,000 Gallons

Chlorine Testing

Average Free Chlorine in the System –	1.49 mg/l
Average total Chlorine in the System -	1.49 mg/l

Polyphosphate

Average Residual at Well #4	1.19 mg/l
--------------------------------	-----------

Water Call Outs

0 for the month
Total for the year – 0

Water Main Breaks

0 for the month
Total for the year – 0

Water Activities

112-Line Locates Completed
47-Water Work Orders Completed

Operations and Maintenance

Bacteria samples were taken, and the results were negative. The monthly operating report was completed and sent to the DNR. Preventative maintenance was completed at Well#4 and #5, including exercising water valves and doing well draw down at both wells. Daily rounds were completed for the month at both wells. Meter reading was also completed this month. Joe has been working on exercising valves this month. Mike Schroeder came back for a few days working on the LSLI. We are now under 90 service lines to complete.

Water Operator in Charge,
Terry Recker

Memorandum

To: Mayor, City Council Members and City Administrator

From: Wastewater Operator

Date: 07/12/2024

Subject: **Wastewater Operations –**

Influent Flows

Total Treated for Month 20,167,000 Gallons
 Average Flow per Day 672,000 Gallons
 Maximum Daily Flow 1,218,000 Gallons
 Average Influent Biochemical Oxygen Demand 165 mg/l
 Plant loading pounds per day of 995 lbs. plant design loading 2400 lbs. per day
 Average Influent Total Suspended Solids 151 mg/l.
 Plant loading pounds per day 943 lbs. plant design loading 3600 lbs. per day.
 Average Influent Total Nitrogen 22 mg/l
 Plant loading pounds per day 133lbs.
 Average Influent Phosphorous 21mg/l.
 Plant loading pounds per day 120lbs.

Effluent Testing

C.B.O.D. Monthly Average	0 mg/l	Limit - 25 mg/l
T.S.S. Monthly Average	1.75 mg/l	Limit - 30 mg/l
Ammonia Monthly Average	3.56 mg/l	Limit – 13 mg/l
Total Nitrogen	25.55 lbs. per day	Yearly Average 88lbs per day
Phosphorus	6.1 lbs. per day	Yearly Average 24lbs per day
	mg/l	Limit 126 MPN

Sewer Call Outs – 0 for the month at the Treatment Plant.
 Total for the year – 7

We have been busy working on maintaining the plant. We have been out doing storm sewer inspections and out with the camera trailer inspecting sanitary sewers as well. The project of getting the west side of the plant is coming along just waiting for a few more quotes to come in. Each year we try to maintain a section of town to be cleaned with the rental jetter truck. That should hopefully be here sometime in the middle of July. We plan to work on the northwest side of town and down to 1st Ave as that is the section of town that is due.

Memorandum

To: Mayor, City Council Members and City Administrator

From: Wastewater Operator

Date: 08/12/2024

Subject: **Wastewater Operations –**

Influent Flows

Total Treated for Month 19,490,000 Gallons
 Average Flow per Day 628,000 Gallons
 Maximum Daily Flow 967,000 Gallons
 Average Influent Biochemical Oxygen Demand 180 mg/l
 Plant loading pounds per day of 972 lbs. plant design loading 2400 lbs. per day
 Average Influent Total Suspended Solids 177 mg/l.
 Plant loading pounds per day 930 lbs. plant design loading 3600 lbs. per day.
 Average Influent Total Nitrogen 18 mg/l
 Plant loading pounds 111 per day lbs.
 Average Influent Phosphorous 3.8 mg/l.
 Plant loading pounds 22.67 per day lbs.

Effluent Testing

C.B.O.D. Monthly Average	0 mg/l	Limit - 25 mg/l	
T.S.S. Monthly Average	1.9 mg/l	Limit - 30 mg/l	
Ammonia Monthly Average	.04 mg/l	Limit – 13 mg/l	
Total Nitrogen	24lbs per day	Yearly Average 88lbs per day	
Phosphorus	3.9lbs per day	Yearly Average 24lbs per day	E-coli
	mg/l	Limit 126 MPN	

Sewer Call Outs – for the month at the Treatment Plant.

Total for the year – 7

Routine maintenance, we are trying to line up a sewer cleaner truck. We have been in contact with McQueens on our yearly truck rental, unfortunately when our date for delivery came up the truck came back with issues so we are waiting for the next available truck. We are getting closer to having all the numbers for the necessary repairs and updates to get the west plant ready and to be operated safely.



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

www.cityofdyersville.com

Memorandum

TO: Mayor Jeff Jacque and City Council
 From: Mick J. Michel, City Administrator
 RE: City Administrator's Report
 Date: August 16, 2024

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 2024-2025 agenda.

1. **Update City Logo and Branding Plan:** The City Clerk and I have been working with DeNova on the branding proposal's logo, messaging, and video concept plans. We are continuing to make progress with this project.
2. **Replacement of Ballpark Lights and Other Improvements at Candy Cane Park and Westside Park:** The public works director/city engineer informed me of the status of the light installation. It appears the installation will start sometime in September 2024 and be completed by the end of the construction season. I have also been working with the public works director/city engineer on getting pricing to improve the lime trail along the Westside Park ballfields by converting it to a concrete sidewalk to make it more ADA-compliant. I have obtained pricing to improve the dugouts at the big field at Westside Park and authorize the improvements for this year. Finally, I will be working with the park and recreation manager on developing a netting design to enhance safety for both ballplayers and guests.
3. **Residential Developments:** I have been continuing to collaborate with the developers from Lakeview and K&K Building, along with a representative from Farmtek, to develop storm sewer and utility improvements for their properties. The City Council has agreed on a proposal, which I have been implementing. I have also received several annexation inquiries on the North section of the city. I have been working with the property owners on the process, and hopefully, this matter will move through the public process in the next several months.
4. **Professional Ballpark Project:** Progress continues as staff works with prospective boards and the ownership group to finalize design and construction schedules to start work in Fall 2024.

NOTICE OF MEETING FOR APPROVAL OF RESIDENTIAL
DEVELOPMENT AGREEMENT WITH K&K BUILDING AND SUPPLY,
INC.

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on the 19th day of August 2024, at 6:00 PM, at which time and place proceedings will be instituted and action taken to approve a Residential Development Agreement between the City and K&K Building and Supply, Inc. with respect to the development of a single-family residential subdivision, which provides for infrastructure assistance to the Developer related to the development of the residential subdivision with the municipal boundaries of Dyersville.

At the meeting, the Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Residential Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Dyersville, Iowa, in accordance with Chapter 15A of the Code of Iowa.

Tricia L. Maiers,
City Clerk

RESOLUTION NO. 53-24

Approving Residential Development Agreement
with K&K Building Supply, Inc.

WHEREAS, K&K Building Supply, Inc. intends to either subdivide, develop property, or both in 2024; and,

WHEREAS, the City wishes to encourage more development of single-family residential housing units in the City; and,

WHEREAS, Chapter 15A of the Code of Iowa grants City's the authority to enter into development agreements with private entities to provide for the proper development and use of real property within the corporate limits area; and,

WHEREAS, K&K Building Supply, Inc. intends to develop their real property into a residential subdivision which is proposed for inclusion in the City; and,

WHEREAS, the City and K&K Building Supply, Inc. intend that the development of a residential subdivision on the Property be undertaken and the subsequent development of single-family residential units; and,

WHEREAS, the development of single-family residential housing units requires extraordinary development costs related to the construction of improvement and other necessary infrastructure improvements; and,

WHEREAS, the City has reviewed K&K Building Supply, Inc. request and other relevant provisions of the Dyersville City Code of Ordinances and finds that the economic benefit to Dyersville by this residential subdivision being built in Dyersville is demonstrated and that the proposal is eligible for economic incentives, based upon the following findings:

- A. The development of a residential subdivision proposal shows that there would be potential incremental revenue to Dyersville from the operation of single-family residential units that are not now being received; and,
- B. The development of a residential subdivision will increase the property tax and sales tax base in Dyersville.

WHEREAS, this Agreement is consistent with Dyersville's past and present policies on granting economic development incentives and is in the best interest of Dyersville; and,

WHEREAS, the City Council finds that entering into this Agreement will serve to benefit and advance the public interest and welfare of Dyersville and its citizens by securing the development of a single-family residential subdivision within Dyersville; and,

WHEREAS, the City is willing to undertake such proposed obligations provided that K&K Building Supply, Inc. agrees to undertake the promotion and development of single-family residential units; and,

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

Section 1. The Agreement is hereby approved, and the Mayor and City Clerk are authorized and directed to execute and deliver the Agreement on behalf of the City.

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

Passed and approved this 19th day of August 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

RESIDENTIAL DEVELOPMENT AGREEMENT

This Residential Development Agreement, including Exhibits (the “Agreement”), is entered into between the City of Dyersville, Iowa (the “City”), and K&K Building Supply, Inc. (the “Developer”), as of the ____ day of August 2024.

Preamble

WHEREAS, the Developer is the legal owner of real estate record, the legal description of which is more specifically described on Exhibit A and shown on the map on Exhibit B (the “Property”). That, as of the date of this Agreement, said real estate is currently inside the corporate city limits of the City of Dyersville, Iowa; and,

WHEREAS, the Developer intends to either subdivide, develop or both in 2025; and,

WHEREAS, the City wishes to encourage more development of single-family residential housing units in the City; and,

WHEREAS, Chapter 15A of the Code of Iowa grants City the authority to enter into development agreements with private entities to provide for the proper development and use of real property within the corporate limits area; and,

WHEREAS, the Developer intends to develop its real property into a residential subdivision, which is proposed for inclusion in the City and is more specifically described on Exhibit C and shown on the map on Exhibit D hereto (the “Project”); and,

WHEREAS, the City and the Developer intend that the development of a residential subdivision on the Property be undertaken and the subsequent development of single-family residential units; and,

WHEREAS, the Project requires extraordinary development costs related to the construction of improvements and other necessary infrastructure improvements; and,

WHEREAS, the City desires to provide infrastructure assistance to the Developer related to the development of the Project within the municipal boundaries of City; and,

WHEREAS, the City has reviewed the Developer’s request and other relevant provisions of the Dyersville City Code of Ordinances and finds that the economic benefit to City by virtue of this Project being built in City is demonstrated and that the proposal is eligible for economic incentives, based upon the following findings:

- A. The Project proposal shows that there would be potential incremental revenue to City from the operation of the Project that is not now being received; and,
- B. The Project will increase the property tax and sales tax base in City.

WHEREAS, this Agreement is consistent with City's past and present policies on granting of economic development incentives and is in the best interest of City; and,

WHEREAS, the City Council finds that entering into this Agreement will serve to benefit and advance the public interest and welfare of City and its citizens by securing the development of the Project within City; and,

WHEREAS, the City is willing to undertake such proposed obligations provided that the Developer agrees to undertake the promotion and development of single-family and multi-family residential units within the Project; and,

WHEREAS, it is now necessary to set forth the agreement between the City and the Developer with respect to the Development of the Property; and,

NOW THEREFORE, the parties hereto agree as follows:

A. Agreement Terms and Provisions

1. General Terms.

1.1. This Agreement is made pursuant to and in accordance with the provisions of 15A of the Code of Iowa. The foregoing preambles and recitations are made part of this Agreement.

2. Duration of Agreement.

2.1. This Agreement will remain in effect for ten (10) years from the date of final acceptance of the Infrastructure Improvements by the city of Dyersville, as provided within section B2.

B. Developer's Covenants

1. Development of the Property.

1.1. The Developer agrees to use its best efforts on the Property to cause the construction and development of a single residential subdivision and the establishment of a minimum of twenty-four (24) residential lots prior to December 1, 2025, in accordance with Chapter 166 of the Code of Ordinances for the City of Dyersville except as otherwise provided for herein, and as normally provided by the City of Dyersville, Iowa.

1.2. The Developer shall not commence construction or development of the infrastructure or any construction, work, development or activity associated with or required for the construction or installation of the Infrastructure (including but not limited to excavations in roads, sanitary sewer improvements, and water improvements), either within or external to the Project until written consent to commence is obtained from the City.

- 1.3. The Developer shall employ a state certified Professional Engineer to design and supervise all work to be carried out in regards to the Infrastructure Improvements under this Agreement.
- 1.4. The Developer agrees to construct the foregoing Infrastructure Improvements in accordance with the plans and specifications approved by the City Council, under the supervision of the Developer's Engineer. Any changes in the plans and specifications must be approved by the Developer's Engineer and a revised plan and specification submitted to the City for approval. The Engineer shall certify to the substantial compliance with said plans upon completion. That upon completion, Developer's Engineer shall provide a complete set of as built drawings which must be received prior to final acceptance of this Project.
- 1.5. The Developer grants to the City, its representatives, agents and contractors the free and uninterrupted access to any and all parts of the lands for the purpose of making inspections and taking samples of materials being used in connection with the construction and installation of the Infrastructure.
- 1.6. If the Developer fails to comply with any of the terms and conditions of this Agreement as required herein, the City Administrator or Mayor may order (either verbally or in writing) the immediate stoppage of any and all work associated with the non-compliance and the removal of materials considered to be unsatisfactory in the opinion of the City and the Developer shall immediately comply with any such order.

2. Infrastructure Improvements.

- 2.1. The Developer agrees to dedicate to the City such construction easements, permanent easements, rights-of-way and/or other real property interests (collectively the "Infrastructure Property Interests") from the Property as are reasonably requested by the City. The Developer acknowledges that the timing of such dedications and the scope and location of the Infrastructure Property Interests shall be determined by the City in order to best accommodate the tailoring of the Infrastructure Project for the development needs of the Project.
- 2.2. The Developer agrees to install the streets to grade and curb and gutter and surface the streets in accordance with Chapter 166 of the Code or Ordinances.
- 2.3. The Developer agrees to install sanitary sewer mains and sewer service laterals in accordance with Chapter 166 of the Code of Ordinances for the City of Dyersville. Prior to installation of said sanitary sewer mains

and sewer service laterals, plans and specifications shall be approved by the City.

- 2.4. The Developer agrees to install potable water mains and water service laterals in accordance with Chapter 166 of the Code of Ordinances for the City of Dyersville. Prior to installation of said potable water mains and water service laterals, plans and specifications shall be approved by the City.
- 2.5. The Developer agrees to install storm sewers and catch basins in accordance with Chapter 166 of the Code of Ordinances for the City of Dyersville. Prior to installation of said storm sewers and catch basins, plans and specifications shall be approved by the City.
- 2.6. The Developer agrees to maintain Infrastructure Improvements for a period of two (2) years from the date of their acceptance by the City.
- 2.7. The Developer agrees to provide the forgoing construction and maintenance at the sole expense of the Developer as the Property Owner, except as otherwise provided for in this Agreement.
- 2.8. The Developer or Owner of the lot shall install sidewalks in accordance with Chapter 136 and 166 of the Ordinances for the City of Dyersville at such time a residential unit has been constructed on a single-family residential lot subdivided as part of this Project.
- 2.9. The Developer agrees to locate and install street lights approved by the City and to use street light design standards similar to those of other subdivisions within the City and provided by the electrical utility provider.

3. Platting and Engineering of the Property.

The Developer shall be responsible for carrying out the future platting, preparation and development of the Property and for paying the costs thereof, including legal and engineering expenses, except as otherwise provided for in this Agreement.

C. City's Obligations

1. Economic Development Incentives.

- 1.1. The Developer shall install street pavement with Portland Cement Concrete as provided in Section 166.07(E) of the Code of Ordinances for the City of Dyersville. The City shall reimburse the Developer \$25.00 for each square yard of Portland Cement Concrete Pavement street, exclusive of curb and gutter. That reimbursement shall be made when the Developer's Engineer Certifies the final amount of Portland Cement Concrete Pavement installed that is eligible for reimbursement.

- 1.2. The City shall reimburse the Developer for only the material cost difference above and beyond a minimum thirty-six (36) inch reinforced concrete storm sewer pipe. That reimbursement shall be made upon the successful completion of the storm sewer infrastructure improvements to the Property and at such time the City approves the Developer's detailed statement of the actual costs for the infrastructure improvements
- 1.3. The City shall reimburse the Developer for only the material cost difference above and beyond the minimum Infrastructure Improvement standards as provided under Chapter 166 of the Code of Ordinances for the City of Dyersville. That reimbursement shall be made upon the successful completion of the infrastructure improvements to the Property and at such time the City approves the Developer's detailed statement of the actual costs for the infrastructure improvements.

2. Other City Incentives

- 2.1. For a period of ten (10) years from the date of this Agreement, the City shall agree to reimburse the Developer for only the material costs of the sidewalk improvements as provided under Chapter 136 and 166 of the Code of Ordinances for the City of Dyersville. That reimbursement shall be made upon the successful completion of the sidewalk improvement to the Property and at such time the City approves the Developer's detailed statement of the actual costs for the sidewalk improvement.

D. Administrative Provisions

1. **Assignment.** This Agreement may not be amended or assigned by either party without the express permission of the other party.
2. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
3. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.
4. **Preamble.** All terms and definitions set forth in the Preamble of this Agreement shall apply and be binding as if set forth thereafter.
5. **Notice.** Any notices, demand or other communication permitted or required to be given under this Agreement shall be deemed given if either personally delivered or delivered by U.S. Certified Mail, postage prepaid, return receipt requested, or by recognized overnight courier such as Federal Express, U.P.S., or Airborne, and addressed as follows:

To City: City Administrator
City of Dyersville
340 First Avenue East
Dyersville, Iowa 52040-1298

To Developer: Developer
K&K Building and Supply, Inc.
Dyersville, IA 52040

Changes in the above address may be made by notifying the other party as described above. Notices shall not be deemed effective until received by the party being notified.

6. Indemnification. It is hereby agreed that the Developer shall indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following:

(a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the development of the Property, excluding the Infrastructure Project; and

(b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Developer will insure against in connection with the development of the Property, excluding the Infrastructure Project; and

(c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Developer or any of its agents in its or their capacity as an employer of a person in connection with the development of the Property, excluding the Infrastructure Project.

The City, and the Developer have caused this Agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

7. Acknowledgement. The City acknowledges that Developer shall use restrictive covenants related to development, which covenants may specify what building materials may be used for homes in the development, require certain square footages for structures and similar such covenants and restrictions. In no event shall such restrictive covenants be less restrictive than the Ordinances of City.

END OF AGREEMENT

[Signature Page Follows Next]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement as of the day and year first above written.

CITY OF DYERSVILLE, IOWA

By _____
Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

K&K BUILDING SUPPLY, INC.

By

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Dyersville, County of Delaware, State of Iowa more particularly described as follows:

As Comprised of Parcel 2016-01, Parcel T, Lot C of Westridge Estates 9th Addition, and Lot B of Westridge Estates 11th Addition, in the City of Dyersville, Delaware County, Iowa.

EXHIBIT B
MAP OF THE PROPERTY

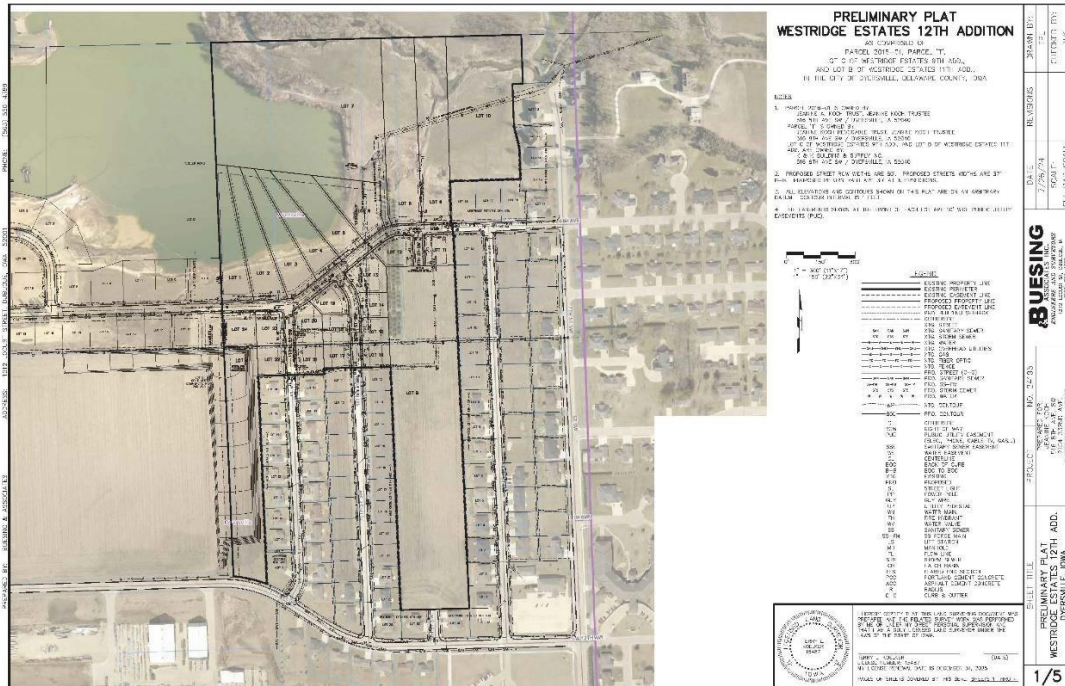
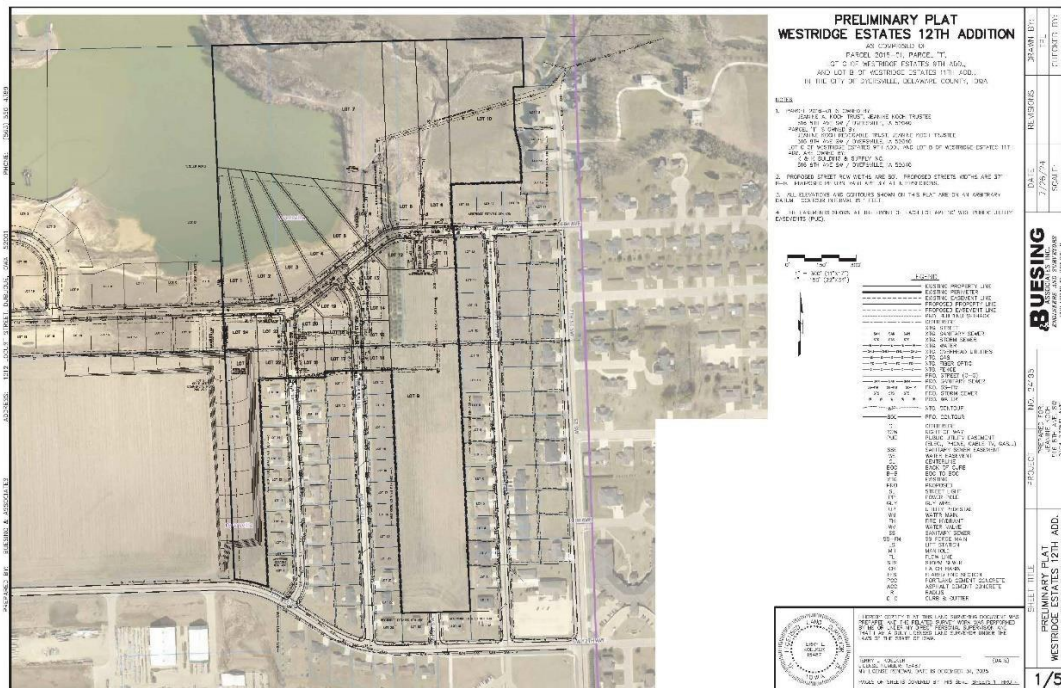


EXHIBIT C
LEGAL DESCRIPTION OF THE PROJECT

Certain real property situated in the City of Dyersville, County of Delaware, State of Iowa more particularly described as follows:

As Comprised of Parcel 2016-01, Parcel T, Lot C of Westridge Estates 9th Addition, and Lot B of Westridge Estates 11th Addition, in the City of Dyersville, Delaware County, Iowa.

EXHIBIT D
MAP OF THE PROJECT



NOTICE OF MEETING FOR APPROVAL OF AN OFFER TO BUY REAL ESTATE AND
ACCEPTANCE AGREEMENT WITH TIMOTHY P. AND BRENDA GREENWOOD AND
AUTHORIZATION OF CITY ADMINISTRATOR TO ENTER INTO SAID AGREEMENT

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on the 19th day of August, 2024, at 6:00 PM, at which time and place proceedings will be instituted and action taken to approve an Offer to Buy Real Estate and Acceptance Agreement between the City and Timothy P. and Brenda Greenwood with respect to the acquisition of real estate, described as follows:

Parcel 1:

Lot 2 of Hyler & Loop Second Addition in the City of Dyersville, Delaware County, Iowa
(Parcel ID 530000103300).

Parcel 2:

Lot 3 of Hyler & Loop Second Addition in the City of Dyersville, Delaware County, Iowa
(Parcel ID 530000103320).

Copies of the Real Estate Contract Installments Agreement are available at the City Clerk's office.

At the meeting, the Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Offer to Buy Real Estate and Acceptance Agreement or may abandon the proposal.

This notice is given by order of the City Council of Dyersville, Iowa, in accordance with Chapter 73A of the Code of Iowa.

Tricia L. Maiers,
City Clerk

RESOLUTION NO. 54-24

A Resolution to Approve an Offer to Buy Real Estate and
Acceptance Agreement with Timothy P. and Brenda Greenwood

WHEREAS, the City of Dyersville, Iowa (the “City”), according to and in strict compliance with all laws applicable to the City and State of Iowa, will finance the acquisition of real estate described as follows:

Parcel 1:

Lot 2 of Hyler & Loop Second Addition in the City of Dyersville, Delaware County, Iowa (Parcel ID 530000103300).

Parcel 2:

Lot 3 of Hyler & Loop Second Addition in the City of Dyersville, Delaware County, Iowa (Parcel ID 530000103320); and,

WHEREAS, the acquisition of said property will enhance the overall quality of life in Dyersville; and,

WHEREAS, the Mayor and City Council held a public hearing on August 19, 2024, to consider whether the City Administrator shall execute the Offer to Buy Real Estate and Acceptance Agreement for \$268,000.00, along with other provisions; and,

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

SECTION 1. The Offer to Buy Real Estate and Acceptance Agreement of \$268,000.00, along with other provisions described in the agreement, is hereby approved and reaffirmed.

SECTION 2. The City Administrator and City Clerk are authorized and ordered to enter into the Offer to Buy Real Estate and Acceptance Agreement with Timothy P. and Brenda Greenwood.

SECTION 3. The City Administrator and Assistant City Attorney shall take all necessary steps to finance and complete the property purchase.

PASSED AND APPROVED this 19th day of August, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk



AGENCY/POLICY DISCLOSURE AND DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION

(Should be presented at earliest possible convenience - must be signed by Seller or Buyer prior to making or reviewing an Offer)

When you enter into a discussion with a Brokerage (and their affiliated real estate licensees) regarding a real estate transaction, you should understand how the Brokerage is representing each party in the transaction. More importantly, you should understand how that agency relationship impacts your relationship with the licensee. **The term "Broker" or "Brokerage" shall hereinafter refer to: (Brokerage/firm) American Realty Ashley Cosselman, and Brokerage's affiliated licensees (brokers and salespersons). The term "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. A "Client" is a party to a transaction who has an agency agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.**

A. TYPES OF AGENCY REPRESENTATION AND THE POLICY BROKERAGE MAY ELECT UNDER EACH.

Prior to Buyer or Seller giving confidential information they should understand a variety of representation options exist in real estate transactions. Below are a list of representation options available and the policy Brokerage may elect in regard to each. Brokerage will provide a separate Agreement establishing which agency relationship is offered to Buyer or Seller.

Brokerage has "checked" the appropriate box(es) for the policy that applies to Brokerage:

☒ **1. SELLER AGENCY. Single Seller Agency** exists when Brokerage and Seller enter into a real estate "Exclusive Listing Agreement" and the property is sold to a "Customer" of a different real estate company. Brokerage and Broker's affiliated licensees' policy is to represent the Seller as a "Client" in this case. **In Single Seller Agency, Broker does not also represent the Buyer in the transaction.**

☒ **2. BUYER AGENCY. Single Buyer Agency** exists when Brokerage and Buyer enter into a "Buyer Agency Agreement" and Brokerage or an affiliated licensee assist Buyer in writing an offer to purchase property and the property is listed with a different real estate company or offered by owner. Brokerage and Broker's affiliated licensees' policy is to represent Buyer as a "Client" in this case. In this type of agency representation Broker may receive compensation for the transaction from the listing real estate company pursuant to a cooperation agreement between the two companies. **In Single Buyer Agency, Broker does not also represent the Seller in the transaction.**

☐ **3. APPOINTED/DESIGNATED AGENCY.**

- a. Appointed/Designated Seller Agency** exists when Brokerage appoints/designates an affiliated licensee, the listing agent, to act on Seller's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- b. Appointed/Designated Buyer Agency** exists when Brokerage appoints/designates an affiliated licensee, the selling agent, to act on Buyer's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- c. In the event an Appointed/Designated Licensee personally represents both Seller and Buyer in the same transaction, that Appointed/Designated Agency is considered to be a Consensual Dual Agency (see 4. below).**

☒ **4. CONSENSUAL DUAL AGENCY.**

- a.** When Brokerage (or an Appointed Seller or Buyer Agent, as defined in 3a. and 3b. above) both lists and sells the property, it is the policy of Brokerage and Brokerage's affiliated salespersons to represent both Seller and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to Seller and Buyer, as well as procedures to be followed.
- b.** When Brokerage and Buyer enter into a "Buyer Agency Agreement", whether exclusive or non-exclusive, and Brokerage or an affiliated salesperson assist Buyer in writing an offer to purchase property and the property is also listed with Brokerage, it is the policy of Brokerage to represent both the Seller and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to Seller and Buyer, as well as procedures to be followed.
- c.** Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice. **Buyer and Seller are not required to consent to dual agency.**

☐ **5.** If not already in a written Agency Relationship with a brokerage, a person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Seller elects to represent themselves in a transaction, it is the policy of Brokerage to treat that Buyer or Seller as a "Customer" and not as a "Client". "Clients" are responsible for commission which may be owed as to the terms and conditions of previously agreed contracts. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Self Representation Agreement" for detailed information as to the duties of Brokerage to Seller and Buyer, as well as procedures to be followed.

B. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.

In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Brokerage and its broker associates And salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

- 1.** Provide brokerage services to all parties to the transaction honestly and in good faith.
- 2.** Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- 3.** Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
 - a.** Material adverse facts known by the party.
 - b.** Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - c.** Material adverse facts the disclosure of which is prohibited by law.
 - d.** Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- 4.** Account for property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

C. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Keep their client(s) confidential information confidential unless they have written permission to reveal.
5. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE: Broker/Licensee (circle applicable) has a financial interest in or an affiliate relationship with the following companies or business entities:** None.

D. DESCRIPTION OF BROKER'S SERVICES.



Broker may do the following for Sellers and Buyers: (1) Assist Buyer with financing qualification guidelines; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property that are known to Broker; (5) Disclose financial qualifications of the Buyer to the Seller; (6) Explain real estate terms and procedures; (7) Explain to Seller and Buyer the benefits of having the property inspected; (8) Explain closing costs and procedures; (9) Help the Seller and Buyer compare financing alternatives; (10) Provide information about comparable properties so Seller and Buyer may make an informed decision on what price to accept and/or offer; (11) Assist with all standard forms, including those that include the necessary protection and disclosures for the Seller and Buyer; and, (12) Work diligently to facilitate the sale and closing. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license. **NOTE: Broker neither offers sub agency to, nor accepts sub agency from, other brokerage companies.**


E. GUIDELINES FOR SELLER AND BUYER.


If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Seller would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

ACKNOWLEDGEMENT

The undersigned have read this disclosure and understand the type of representation which may be provided by Broker. The undersigned acknowledge receipt of a copy of this agency disclosure. **This is not a contract; rather it is intended to be only a disclosure notice.** Signing of the disclosure does not obligate you in any way. If you do not understand this document, seek the advice of the legal counsel of your choice, before signing. This document is not a Buyer Broker or Listing Agreement.



Buyer  dotloop verified
07/18/24 11:49 AM CDT
LNVU-1HLX-SDSR-SJKI Date _____ Seller  dotloop verified
07/18/24 2:11 PM CDT
CPPC-N01S-4IXM-W7M0 Date _____


Buyer _____ Date _____ Seller  dotloop verified
07/18/24 2:04 PM CDT
KQCV-04EM-JJFF-UFZC Date _____

Agent for Broker  dotloop verified
07/18/24 11:41 AM CDT
3XHV-7VG6-DUYL-OVEA Date _____

REQUEST TO COMPLETE FORM DOCUMENTS

Buyer/Seller request that Broker select prepare and complete form documents as authorized by Iowa Law or Rule.

Buyer  dotloop verified
07/18/24 11:49 AM CDT
XXC5-1NRB-JBL3-SNCM Date _____ Seller  dotloop verified
07/18/24 2:11 PM CDT
F8NM-BWDL-RSXP-SLCQ Date _____

Buyer _____ Date _____ Seller  dotloop verified
07/18/24 2:04 PM CDT
XFZH-GWSR-56UF-VWJG Date _____

AGENCY /POLICY DISCLOSURE AND DUAL AGENCY POTENTIAL/CONSENT AGREEMENT (Continued)




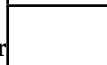
DUAL AGENCY POTENTIAL/CONSENT AGREEMENT (For in-house showings/sales when Seller & Buyer are “clients”)

F. DUAL AGENCY POTENTIAL should be completed by Seller/Buyer to acknowledge the Potential for Dual Agency. This consent should be done before engaging in any activities of a dual agent. (i.e. Before showing any client’s property or acquiring confidential information.)

- 1. DUAL AGENCY POTENTIAL.** Seller, or Buyer acknowledge that in order for (Broker/Agent) American Realty Ashley Cosselman Ashley Cosselman Listing(s) to be exposed to all Buyer clients of Brokerage, the potential for dual agency exists. Seller or Buyer understand that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see property of Seller clients of Brokerage, and therefore a potential for dual agency exists. Seller or Buyer acknowledges that when Brokerage presents detailed information or shows a Seller client’s property to a Buyer client, that Brokerage is immediately a dual agent, undertaking a Consensual Dual Agency representation.

Buyer ☒ **agrees** ☐ **does not agree** to the Potential for Dual Agency representation.

Seller ☒ **agrees** ☐ **does not agree** to the Potential for Dual Agency representation

Buyer		dotloop verified 07/19/24 12:03 PM CDT ORMP-MXC8-LRHH-HE89	Date: _____	Seller		Date: _____
Buyer			Date: _____	Seller		Date: _____

If Brokerage becomes a Dual Agent for Property, Seller/Buyer shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART G prior to any Offer for Real Estate.

Brokerage and both the Buyer AND Seller acknowledge and Consent to Dual Agency prior to offer.


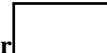
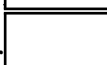
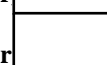


G. DUAL AGENCY CONSENT

Property 822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Address _____ City _____ State: _____ ZIP _____

- 1. The Seller and Buyer acknowledge** that Broker is undertaking a Consensual Dual Agency representation in the sale of The above specific property. Seller and Buyer have previously been informed of the potential of a dual agency.
- 2. Termination of Negotiations or sale.** In the event Seller and Buyer do not enter into an agreement for the purchase and sale of Seller’s property to Buyer, or they do enter into an agreement and the sale does not close, the dual agency role of Broker under this Agreement shall be deemed by all parties to have been terminated. Broker will then become the agent of each, Seller and Buyer, on the terms and conditions previously agreed upon.

I (we) have read and understand this agreement and acknowledge receipt of a copy. Buyer and Seller are each encouraged to consult with their own legal counsel.

Buyer		dotloop verified 07/19/24 12:03 PM CDT 306Z-UF5L-HGBV-OTYJ	Date: _____	Seller		Date: _____
Buyer			Date: _____	Seller		Date: _____
Buyer Agent		dotloop verified 07/19/24 11:39 AM CDT FXSY-FJPE-QVTN-AP7Z	Date: _____	Seller Agent		Date: _____



ECIAR

Item 23.

PURCHASE CONTRACT

Page 1 of 4 Pages

THIS IS A LEGAL BINDING DOCUMENT. IF NOT UNDERSTOOD SEEK LEGAL ADVICE

DATE OF OFFER 07/18/2024

AGENCY RELATIONSHIP NOTIFICATION/CONFIRMATION

1. This document is prepared by: American Realty Ashley Cosselman AS AGENT FOR

firm name/agent name

2. (Check one) ☐ Seller Exclusively ☐ Buyer Exclusively ☒ Both Buyer and Seller (Dual Agency),

3. or _____.

4. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand

5. who is representing them, and the disclosures were provided prior to signing this Offer for Real Estate.

6. DOCUMENTS ATTACHED TO THIS PURCHASE CONTRACT

7. ☒ Dual Agency Consent Agreement

8. ☒ Lead Base Paint Disclosure

9. ☒ Inspection Addendum

10. ☒ Addendum to Purchase

11. ☐ IL Radon Disclosure

☒ Seller Disclosure of Property Condition

☐ Sale Contingency

☐ Rental Addendum

☐ Other Documents/Attachments/Legal Description: _____

12. _____

13. OFFER TO: Timothy P. & Brenda Greenwood (herein designated as SELLER)

Seller Names

14. The undersigned City of Dyersville (herein designated as BUYER)

Buyer names

15. Hereby propose to purchase your property known as: 822 1st Avenue West Lots 2 & 3 Dyersville

Address

City

16. IA, 52040 Parcel #(s) 530000103320 & 530000103300

State ZIP

17. and agrees to pay you the sum of: Two Hundred and Sixty Eight Thousand Dollars 00/100

18. \$268,000.00 as follows: \$1,000.00 earnest money delivered within 4 days of acceptance, to be held in trust by

19. (select one) ☒ Listing Broker or, ☐ other See Addendum

20. In the event of satisfaction of both Buyer and Seller contingencies herein, the earnest money deposits and balance of the purchase

21. price shall be delivered to Seller at settlement. In the event either Buyer or Sellers' contingencies or obligations herein are not

22. satisfied, the earnest money shall be distributed in accordance with the paragraph entitled "Remedies of the Parties".

23. ALL USUAL COSTS INCURRED IN SECURING SUCH MORTGAGE SHALL BE PAID BY THE BUYER EXCEPT: SELLER TO PAY UP TO

24. \$0 TOWARD BUYERS CLOSING COSTS AND PREPAID ITEMS.

25. OTHER TERMS/CONTINGENCIES Offer is subject to Dyersville City Council Approval

26. _____

27. The Purchase Price is be paid as follows: (Check the Appropriate Box(s))

28. ☐ CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has right to receive

29. verification of funds. Proof of funds (check one) ☐ attached ☐ delivered by _____ ☐ Other _____

30. ☐ Seller ☐ Buyer is responsible for settlement fee.

31. ☒ FINANCING This contract is contingent upon the Buyer obtaining a written commitment for financing with

32. terms as provided in lines 39-41 of this contract.

33. ☐ Conventional ☐ Conventional Insured

34. ☐ FHA ☐ VA

35. ☐ Land Contract (terms as follows) _____

36. ☒ OTHER Dyersville City Council Approval

37. If Buyer provides written proof Buyer is unable to obtain financing, this contract is terminated and earnest

38. money returned.

39. DOWNPAYMENT -- _____ (%) percent (or) \$-- _____ INTEREST RATE not to exceed: -- _____ % per annum

40. TERM OF MORTGAGE/LOAN -- _____ years. DATE FOR FINANCING CONTINGENCY RELEASE: _____, Or

41. Within -- _____ days after -- _____.

42. If Buyer does not make timely delivery of said contingency release by lender approval/commitment letter or Buyer signed

43. release, then Seller may terminate this offer by written notice to Buyer.

44. PRE-APPROVAL LETTER (check one) ☐ attached ☒ delivered by _____ ☐ Other 2 Days after City Council Approval

BUYER INITIAL [Signature] INITIAL [Signature] SELLER INITIAL [Signature] INITIAL [Signature]

07/19/24
12:03 PM CDT
dotloop verified

PROPERTY 822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Address

City

State

ZIP

45. Broker may continue to offer and show the property for sale and Seller may accept backup offers until settlement.

46. SETTLEMENT. Settlement shall occur and legal possession shall be given on or before Date: 10/31/2024 Or,

47. Within _____ days after the _____.

48. OCCUPANCY. Occupancy shall be given to Buyer (choose one) ☒ at settlement, or ☐ Date: _____.

49. THIS AGREEMENT IS ALSO SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

50. TRUST PAYMENTS. It is agreed that at time of settlement, funds, up to the purchase price, received from the Buyer and/or

51. Buyer's lender may be used to pay taxes, other liens and expenses associated with this transaction, same to be handled under the

52. supervision of the Listing Broker so as to produce marketable title. Seller hereby appoints the Listing Broker, escrow company or

53. lender to receive such funds and make such payments and disbursements.

54. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES

55. Unless otherwise agreed to in writing, all Real Estate taxes due and payable prior to and including the settlement date will

56. be paid by the Seller. Buyers shall be given a credit for such proration at closing (unless this agreement is for an installment

57. contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are

58. based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession,

59. such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions

60. that will actually be applicable as shown by the Assessor's records on the date of possession. All Real Estate Taxes due and

61. payable after the settlement date will be paid by the Buyer. All special assessments that constitute a lien at the time of settlement

62. of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to

63. Seller's possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow

64. removal, etc. are to be paid by Seller. All subsequent taxes and special assessments are to be paid by Buyer. Interest, rents,

65. homeowners' association dues and assessments, unused fuels, and other appropriate charges shall be prorated as of the date of

66. settlement. Accrued income and expenses, including taxes for the day of closing, shall accrue to the Seller.

67. INSURANCE. Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever

68. first occurs. Seller agrees to maintain existing insurance, and Buyer may purchase additional insurance. In the

69. event of damage to the property prior to settlement in an amount of not more than 5 percent of the selling price

70. Seller will be obligated to repair the property and restore it to the same condition that it was on the date of this

71. offer. If the damage should exceed this amount, Seller shall promptly notify Buyer in writing of the damage and

72. this contract may be terminated at the option of the Buyer and earnest money returned.

73. Should the Buyer elect to complete the transaction despite such damage, Buyer will be entitled to the insurance proceeds relating

74. to the damage, plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. However, if

75. the sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of

76. restoring the property.

77. INCLUDED PROPERTY (if any). All property that integrally belongs to, are specifically adapted to, or is part

78. of the real estate (except rental items), whether attached or detached, such as but not limited to, wall to wall

79. carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), bathroom mirrors, shades, rods, blinds, awnings,

80. shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning

81. equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage

82. door opener and control(s), other attached fixtures, radio and/or attached TV antenna/dish and complete TV mounting brackets,

83. fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor

84. coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and

85. component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant

86. structures or equipment, storage buildings, rural water membership shall be considered a part of real estate and

87. included in this sale. **OTHER INCLUDED ITEMS:** _____

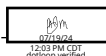
88. _____

89. _____

90. EXCLUDED PROPERTY AND RENTAL ITEMS (i.e. water softener, LP or other gas tank): _____

91. _____

BUYER INITIAL


12:28 PM CST
dotloop verified

INITIAL

SELLER INITIAL

INITIAL

PROPERTY 822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Address

City

State

92. DUTIES OF PARTIES:

93. Seller and Buyer acknowledge and agree that REALTOR®/Broker(s), its affiliated licensees and employees:

94. must respond to all questions of the parties; however, they are not required to discover hidden defects or give
95. advice on matters outside the scope of their real estate license; make no (and Seller and Buyer are not relying
96. upon) representations or warranties as to the physical or mechanical condition of the property, its size, value,
97. future value, income potential, whether the basement is waterproof, etc.; are not qualified to advise on questions
98. concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document
99. or transaction. **For such matters, Seller and Buyer are advised to consult the appropriate professional(s).**

100.Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose in good faith material
101. adverse facts and material defects of which Seller has actual knowledge and which a reasonable inspection by
102. Buyer would not reveal. **Buyer has the right to obtain inspections, survey and measurements at Buyer's**
103.expense. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover
104. any and all conditions which Buyer might consider to be questionable or problematical (whether such be
105. inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning,
106. boundaries, utility connections, or any other matters). Professionals are available within the community to consult regarding
107. these and many other issues relating to your transaction and you are encouraged to consult with such professionals on an
108. as needed basis. By acceptance of the Offer, the Seller warrants and represents: That Seller has disclosed notice or knowledge
109. of any planned public improvement which may result in special assessments or other liens, that no government agency has
110. served any notice requiring repair, alterations or corrections of any existing conditions not previously disclosed. This
111. representation of Seller shall survive the settlement of this transaction.

112 JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If Seller,
113. immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later
114. destroyed by operation of law or by acts of Seller, then the proceeds of this sale, and any continuing and/or
115. recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship
116. and not as tenants in common; and Buyer in the event of the death of either Seller agree to pay any balance of the
117. proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.

118.CONDITION OF PROPERTY. Seller agrees to remove all debris and all personal property not included herein from the
119. property by possession date unless there is a prior written agreement by the parties. The property shall be delivered to
120. Buyer on the date stipulated above swept and vacuumed and ready for occupancy. At a reasonable time before settlement
121. as pre-approved by the Seller or Seller's agent, the Buyer shall have the right to inspect the property to determine that there
122. has been no significant change in the condition of the property, except for ordinary wear and tear and changes approved by
123. the Buyer, and any defects Seller has elected to cure have been repaired in a good workman like manner.





124.SURVEY. Buyer may, prior to settlement, have the property surveyed at Buyer's expense. If Buyers elects to
125. have the property surveyed, Buyer will have the survey completed at least seven (7) business days prior to the
126. scheduled settlement. If the survey, certified by a Registered Land Surveyor, shows any encroachment on
127. property, or if any improvements located on the subject property encroach on lands of others, such encroachments
128. shall be treated as a title defect.

129.REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE

130.If Seller fails to fulfill this agreement, Buyer has the right to terminate the contract and earnest money shall be returned to
131. the Buyer.

132.If Buyer fails to fulfill this agreement, Seller has the right to terminate the contract, all payments by Buyer may be forfeited and
133. retained by Seller as provided in the Laws of the state in which the property is located. In addition to the foregoing remedies,
134. Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure and
135. the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

136. ABSTRACT AND TITLE. Seller shall furnish Buyer an abstract of title, or policy of title insurance, in
137. conformity with this agreement and land title law of the State. If abstract does not show good merchantable
138. title to said property, free and clear of all liens and encumbrances, not expressly waived or assumed by the Buyer,
139. Seller shall correct defects in title before settlement is made. Municipal building codes and zoning ordinance or
140. mineral reservations and public easements shall not be construed as title encumbrances. Seller shall pay costs of
141. additional abstracting and/or title work due to act or omission of Seller, including transfers by death of Seller
142. or assigns. Marketable title to be established by the existing land law and title standard of the state in which
143. the property is located.

BUYER INITIAL  **INITIAL**  **SELLER INITIAL**  **INITIAL** 


12:03 PM CDT
dotloop verified

PROPERTY 822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Address **City** **State** **ZIP**

144.COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

148.DEED. Upon payment of purchase price, Seller shall convey title by warranty deed or other instrument that is required by Buyer's attorney.

150.GENERAL PROVISIONS. In the performance of each part of this agreement, **time shall be of the essence.** This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the settlement. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

156.NOTICE. Any notice required under this Agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent.

159. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

161.ENTIRE AGREEMENT. This document and attachments contain the entire agreement of the parties and supersedes all prior offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.

164.MEDIATION. In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.


167.ACCEPTANCE. When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party or their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the settlement.

172. DAYS DEFINITION. For the purpose of this contract and any attached documents the term "days" means **calendar** days, unless otherwise stated.


174.If this offer is not accepted by Seller on or before 4:00 ☐ a.m. or ☒ p.m. **Date: 07/19/2024** **the offer shall become null and void and earnest money returned to Buyer without liability on the part of said Agent(s) to either party.**

177. This offer was presented to Seller by Shari Greenwood at ☐ a.m. or ☒ p.m. **Date: 07/18/2024**

178. The foregoing offer is (check one): ☐ **ACCEPTED** ☐ **REJECTED** ☐ **COUNTERED**



(Buyer's Signature)



(Seller's Signature)

DATE:


DATE

City of Dyersville by Michael J. Michel


Print Name (First Name, Middle Initial, Last Name)

Timothy P Greenwood

Print Name (First Name, Middle Initial, Last Name)



(Buyer's Signature)



(Seller's Signature)

DATE:

DATE

Brenda M Greenwood

Print Name (First Name, Middle Initial, Last Name)

Brenda M Greenwood

Print Name (First Name, Middle Initial, Last Name)

340 1st E. Dyersville, IA 52040

Address/City/State/Zip

Address/City/State/Zip

Ashley Cosselman

(Buyer's Agent)

American Realty Ashley Cosselman

Office

George Davis

(Seller's Agent)

American Realty

Office

Buyer Attorney Name: Edward Henry Fuerste Carew

Buyer Email/Phone #: mmichel@cityofdyersville.com

Seller Attorney Name: George Davis

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ECIAR 6

**ADDENDUM TO PURCHASE CONTRACT
(ATTACHED TO PURCHASE CONTRACT)**

Seller: Timothy P. & Brenda Greenwood

Buyer: City of Dyersville

Address of Property Being Purchased:

822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Address

City

State

ZIP

Date of Offer for Real Estate: 07/18/2024

the undersigned Buyer and Seller hereby agree to the following:

This offer is contingent on the Dyersville City Council approving this Purchase Contract on or before August 23rd 2024

Pre Approval or Verification of Funds to be submitted by Buyer within 2 days of above approval by Dyersville City Council

Earnest Money of \$1,000 shall be delivered within 4 days of above approval by Dyersville City Council and held in Listing Brokerages Trust Account

Buyer agrees to honor current tenants rental payment and agreement arrangements up until 90 days after closing date. At which time Buyer will access and implement their own payment and agreement arrangements with tenants


Sellers to pay Buyer all current tenant deposits and prorated rents as of the date of closing.

Sellers will continue to actively market property for sale until Dyersville City Council Approval of this purchase contract. Sellers may only pursue backup offers and must not bump City of Dyersville unless notice of Dyersville City Council approval has not been given by August 23rd 2024

Offer is contingent on there being no easements to other parties, other than utility easements, and an easement for access between parcel 530000103320 & 530000103300

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Purchase Contract. All other contract terms are to remain the same.

Buyer



dotloop verified
07/19/24 12:03 PM CDT
TCMC-JVXE-UNSI-D6WY

Seller

Buyer

Seller

Agent


dotloop verified
07/19/24 11:39 AM CDT
G5MC-YBMF-KX1R-UBBZ

Agent



INSPECTION ADDENDUM

ECIAR 7
Page 1 of 3 Pages

RE: PURCHASE CONTRACT, dated 07/18/2024 by and between the undersigned Buyer and Seller concerning the real estate commonly known as:

822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Street

City

State

ZIP

THIS SECTION MUST BE READ, UNDERSTOOD AND INITIALED

These Inspections only cover conditions of the property not previously disclosed. They are not to be construed as inspections to bring an older home into compliance with current local building codes. They are only intended to discover any major structural, mechanical, safety and health related issues and defects. Notwithstanding the foregoing, Buyer and Seller agree that if the inspection report describes a condition of the property as one which can be remedied by routine maintenance or normal servicing, such condition shall not constitute grounds for termination of the Purchase Contract.

Additionally, with respect to the items noted in said inspection reports to have reached or exceeded normal useful life, so long as such items are in working order, such condition(s) shall not be a basis for finding that said items are in a defective condition, and Seller shall not be required to repair or replace such items, and said conditions(s) shall not constitute grounds for termination of the Purchase Contract.

If Buyer does not complete any of the inspections within the time frames agreed to, they are deemed to accept the property in "As Is" condition relative to that inspection. A copy of this inspection addendum may be provided to any inspector prior to the start of any inspection.

NOTE: Inspections required by FHA, VA or lender do not eliminate the need for other inspections.

We the undersigned have read and understand the information in the section above and agree by providing our initials.

BUYER INITIAL  INITIAL  SELLER INITIAL  INITIAL 

07/19/24
12:03 PM CDT
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CHECK ONE

1. HOME INSPECTION

- a. ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a home inspection, at the Buyer's expense by a qualified independent inspector, Or other specific inspection. Inspection will be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before _____. 2. Within ____ days after _____.

- b. ☒ Buyer has been afforded the opportunity to have a Home Inspection. However, Buyer hereby waives his/her right to to have a home inspection and relies upon his/her own determination as to the condition of said property.

2. RADON – (See IDPH pamphlet *Iowa Radon Home-Buyers and Sellers Fact Sheet* or visit www.epa.gov/radon)

- a. ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a Radon Inspection at Buyer's expense, to be performed by a licensed Radon Inspector. Inspection will be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before _____. 2. Within ____ days after _____.

- b. ☒ Buyer has been afforded the opportunity to have a Radon Inspection. However, Buyer hereby waives his/her right to to have a radon inspection and relies upon his/her own determination as to the condition of said property.

3. WOOD DESTROYING PEST INSPECTION – “LENDER MAY REQUIRE FOR FINANCING APPROVAL”

- ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a Wood Destroying Pest Inspection at ☐ Buyer’s expense or ☐ Seller’s expense, to be performed by a qualified Pest Inspector. Inspection will be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before _____. 2. No later than _____ days prior to closing
- ☒ Buyer has been afforded the opportunity to have a Wood Destroying Pest Inspection. However, Buyer hereby waives his/her right to have a wood destroying pest inspection and relies upon his/her own determination as to the condition of said property.

4. WATER TEST (If Applicable) – “LENDER MAY REQUIRE FOR FINANCING APPROVAL”

- ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a water test performed by a qualified third party at Buyer’s expense. Water test to be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before _____. 2. No later than _____ days prior to closing.
- ☒ Buyer has been afforded the right to have a Water Test performed by a qualified third party. However, Buyer hereby waives his/her right to have a water test and relies upon his/her own determination as to the condition of said property.

5. SEPTIC INSPECTION (If Applicable) - Iowa Code 455B.172 mandates the inspection of septic systems, unless exempt, prior to the transfer of property. The code applies to transfer of property which includes at least one but not more than four dwelling units. This property has a septic system and is not connected to a sanitary sewer system.

- ☐ With written acceptance of said Purchase Contract, Buyer shall require the Seller to provide the results of a Septic System Inspection performed by a DNR Certified Inspector. (CHOOSE ONE) 1. By _____. 2. No later than _____ days prior to closing.
- ☐ Septic System Inspection will be completed by a certified DNR septic system inspector at Buyer’s Expense, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. By _____. 2. No later than _____ days prior to closing.
- ☐ Buyer has been presented with satisfactory results of a Septic System Inspection conducted by a Certified Septic System Inspector within the appropriate two-year state mandated time frame.
- ☐ Illinois -Buyer has been afforded the right to have the septic system inspected by a qualified third party. However, Buyer hereby waives his/her right to have a septic system inspection and relies upon his/her own determination as to the condition of said property.
- ☒ N/A - Property not served by septic system or property is exempt from Septic Inspection.

6. LEAD-BASED PAINT (See EPA pamphlet *Protect your Family from Lead in Your Home*)

- ☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or paint hazards at the Buyer’s expense with such inspection to be completed before 9:00 P.M. on the 10th calendar day after acceptance of the Purchase Contract. This contingency will terminate at the above predetermined deadline unless the Buyer, or Buyer agent, delivers to the Seller (or Seller agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller’s option, within _____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have _____ days after receipt to respond to the counter-offer or remove this contingency and take the property in "As-Is" condition or this contract shall become terminated. Intact lead-based paint that is in good condition is not necessarily a hazard.

BUYER INITIAL


07/19/24
12:03 PM CDT
dotloop verified

INITIAL

SELLER INITIAL

INITIAL

INSPECTION ADDENDUM PAGE 3

ECIAR 7 Page 3 of 3 Pages

PROPERTY ADDRESS 822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3
Street City State ZIP

LEAD BASED PAINT (CON'T)

b. ☒ Buyer has been afforded the opportunity to have a Lead-based Paint Inspection. However, Buyer hereby waives his/her right to have a lead-based paint inspection and relies upon his/her own determination as to the condition of said property.

7. RIGHT TO CURE/REPAIR Seller has the right to cure/repair any defective condition discovered by inspections report except*:

a. ☒ No exceptions apply, OR
b. ☐ (fill in) _____

*If Buyer has excepted an area or system from the right to cure/repair a defective condition by checking box “b” above and if an inspection describes a defective condition in the excluded area or system, this purchase contract shall be terminated, unless otherwise mutually agreed by the parties in writing. In the event that option “a” above has been selected such that no exceptions apply, the existence of a defective condition shall not constitute grounds for termination of the Purchase Contract if the Seller agrees to cure and/or repair said condition.

THIS SECTION MUST BE READ, UNDERSTOOD AND INITIALED

8. RENOVATION, REPAIR, OR REPLACEMENT

In the event any of the above inspections reveal a defective condition not previously disclosed, buyer will deliver to seller Response to Inspections Report, together with a copy of the complete inspection report(s), outlining what procedure, the Buyer will require the Seller to complete in order to remedy defective condition(s). If Buyer fails to respond within the required time, they agree to accept the property in “AS IS” condition and forfeit any right to terminate the Purchase Contract based on the terms outlined in the Inspection Addendum.

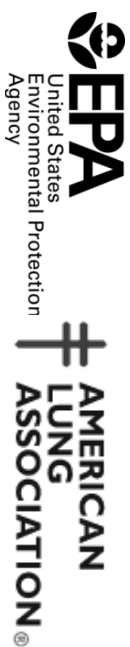
Seller agrees to respond to Buyer on said Response to Inspection Report within _____calendar days (3 days if left blank) after receiving the Inspection Report and Response to Inspection Form ECIAR-8 from Buyer. In the event Seller fails to respond as required then they agree to complete the above-mentioned procedures required by the Buyer and forfeit any right to terminate the Purchase Contract based on any terms outlined in the Inspection Addendum.

BUYER INITIAL  INITIAL  SELLER INITIAL  INITIAL 
07/19/24 12:03 PM CDT dotloop verified

Buyer and Seller hereby release Brokers and Salespersons from any liability relating to any defect or deficiency or inspection or disclosure affecting the property, said waiver shall survive the closing.

The above shall be attached to and made part of said Purchase Contract

Buyer  dotloop verified 07/19/24 12:03 PM CDT 1XY8-51E4-Y7ED-080J Date _____ Seller  Date _____
Buyer  Date _____ Seller  Date _____
Agent  dotloop verified 07/19/24 11:39 AM CDT 7JTO-JTXI-TKMM-QXDM Date _____ Agent  Date _____



Licensed radon measurement specialists in Iowa can be found by going online to www.idph.state.ia.us/eh/radon.asp and searching the lists of certified radon measurement specialists by county or by license number. Additional radon information is available from the state radon program at 800-383-5992, EPA's Web site www.epa.gov/radon and the American Lung Association Web site at www.lungusa.org.

6/2009



Iowa Department of Public Health
Promoting and Protecting the Health of Iowans

IOWA RADON HOME- BUYERS AND SELLERS FACT SHEET



What is Radon?

Radon gas occurs naturally in the soil, and is produced by the radioactive breakdown or decay of uranium and radium. Long ago, glacial activity left behind ground-up deposits of many minerals such as uranium in the soil or upper crust in Iowa. Because radon is a gas it can seep into buildings, including homes. It is an odorless and invisible gas that is also radioactive and harmful to humans when inhaled.

Where is Radon found in Iowa?

EPA has identified all counties in Iowa as Zone 1. Zone 1 counties have a predicted average indoor radon screening level of more than 4 pCi/L (picocuries per liter). The total average indoor radon level in Iowa is 8.5 picocuries per liter (pCi/L) of air, and in the United States it is 1.3 pCi/L of air. Average radon levels of 4 pCi/L are considered elevated, and remediation is recommended.

The primary source of high levels of radon in homes is in the soil below and soil surrounding the home. It is found in new and old homes, and in homes with and without basements. **Based on data collected from radon home tests, the Iowa Department of Public Health (IDPH) estimates that as many as 5 in 7 homes (or greater than 50-70%) across Iowa have elevated radon levels.** Radon levels can vary from area to area and can vary considerably from house to house, even on the same street and neighborhood. A high and low level of radon can be found in homes directly next to each other.

How does Radon get into a home?

Warm air rises, creating a small vacuum in the lower areas of a house. Radon moves through and into the home as air moves from a higher pressure in the soil to a lower pressure in the home. Radon gas seeps into a house the same way air and other soil gases enter: from the soil around and under the home and through cracks in the foundation, floor or walls; hollow-block walls; and openings around floor drains, pipes and sump pumps; and through crawl spaces.

What are the Health Effects of Radon?

There is overwhelming scientific evidence that exposure to elevated levels of radon causes lung cancer in humans. Radiation emitted from

radon can cause cellular damage that can lead to cancer when it strikes living tissue in the lungs. Radon is the first leading cause of lung cancer in nonsmokers, and the second leading cause of lung cancer overall. It is responsible for about 21,000 deaths every year in the US. EPA also estimates that long-term exposure to radon potentially causes approximately 400 deaths each year in Iowa.

How do Home Buyers in Iowa find out if a home they are purchasing has elevated levels of Radon?

Home buyers interested in purchasing a home can test the homes for radon by contacting a licensed or certified radon measurement specialist. They can find a list of licensed radon measurement specialists by going online to www.idph.state.ia.us/eh/radon.asp and searching the list of Iowa radon measurement specialists by county, or by contacting a real-estate professional for help on finding a radon testing professional. **Remember, the IDPH, the Environmental Protection Agency, the American Lung Association, and the Surgeon General recommend radon testing all new and existing homes for radon in Iowa before they are sold or before they are transferred to a different owner.**

How can elevated levels of Radon be fixed?

Licensed or credentialed radon mitigation contractors can install a radon mitigation system that provides a permanent solution. A typical radon mitigation system includes a suction point that addresses the soil underneath the structure. A home that has been mitigated will usually have a much lower radon level than the EPA's action level of 4 picocuries per liter. Addressing residential radon issues is an excellent step toward assuring good indoor air quality. A list of licensed radon mitigation contractors can be obtained from the state radon program by going online to www.idph.state.ia.us/eh/radon.asp and then clicking on the list of Iowa credentialed radon mitigation specialists by county. A radon information packet can also be obtained by calling 1-800-383-5992.

Additional Information:

Additional information about radon is available from the state radon program at 800-383-5992, and EPA's Web site, www.epa.gov/radon or the American Lung Association Web site at www.lungusa.org.



ECIAR 24

Personal Property Sale Agreement

The undersigned Seller(s) Timothy P. & Brenda Greenwood In exchange for valuable consideration including the convenience of both parties, do hereby sell, assign, transfer and set over unto the undersigned Buyer(s) City of Dyersville

the following described Personal Property, which will be transferred in “as is” condition, with no warranties:

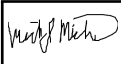
Refrigerator, Range/Oven, Microwave, Dishwasher, Washer, Dryer, All Keys to Property, Recycling Bin, Attached Storage Shelves in basement/garage

(herein “Personal Property”).

The Personal Property is now located at:

822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3
Street City State ZIP (herein “Real Property:”)

Transfer of the Personal Property is contingent on Seller(s) successfully conveying to Buyer(s) the Real Property described above. Buyer(s) hereby assent to becoming owner of the above described Personal Property upon the conveyance of the Real Property to Buyer(s). **Should the transaction not close, this bill of sale shall be terminated and the Buyer(s) shall no longer be obligated to purchase nor shall Seller(s) be obligated to sell the above-described Personal Property.**

Buyer		Seller	
Buyer		Seller	

dotloop verified
07/19/24 12:03 PM CDT
TUFN-NIMH-XQZR-NICP

Midwest Home Inspections, LLC

16655 Cordillera Dr. Peosta Iowa 52068
Tel: 563-590-4479 Mobile: 563-590-4478
genetraeger@Gmail.com

CONFIDENTIAL INSPECTION REPORT

PREPARED FOR:

City of Dyersville

INSPECTION ADDRESS

822 1st Ave West, Dyersville, Iowa 52040

INSPECTION DATE

8/9/2024 8:30 am to 10:30 am

REPRESENTED BY:

Ashley Ludwig
American Realty



This report is the exclusive property of the Inspection Company and the client whose name appears herewith, and its use by any unauthorized persons is prohibited.

GENERAL INFORMATION

Inspection Address: 822 1st Ave West, Dyersville, Iowa 52040
Inspection Date: 8/9/2024 Time: 8:30 am to 10:30 am
Weather: Overcast - Temperature at time of inspection: 50-60 Degrees

Inspected by: Gene Traeger

Client Information: City of Dyersville
Buyer's Agent: American Realty
Ashley Ludwig
2115 JFK, Dubuque, Iowa 52002
Phone: 563-556-4577
Mobile: 563-599-9842
Email: aludwigrealtor@gmail.com

Structure Type: Wood Frame
Foundation Type: Raised Foundation
Furnished: Yes
Number of Stories: Two

Structure Style: Victorian

Structure Orientation: North

Estimated Year Built: 1870
Unofficial Sq.Ft.: 1934

People on Site At Time of Inspection: No one present

General Property Conditions

PLEASE NOTE:

Note: The service recommendation narrative that follows is offered for purposes of illustration only, and should be substituted for that of your own. Regardless, Porter Valley Software and its officers disclaim any responsibility for the accuracy or reliability of the information contained therein, and recommend against its use without first having it reviewed by a real estate attorney.

The service recommendations that we make in this report should be completed well before the close of escrow by licensed specialists, who may well identify additional defects or recommend some upgrades that could affect your evaluation of the property.

Report File: 06 09 24 Maiers

SCOPE OF WORK

Notice to Inspectors: The information that follows must be read carefully and edited by you or an attorney to reflect prevailing standards or your opinion, because Porter Valley Software does not accept any responsibility for the accuracy or veracity of its content.

You have contracted with Midwest Home Inspections, LLC to perform a generalist inspection in accordance with the standards of practice established by Housing Inspection Foundation, a copy of which is available upon request, and which can be read or downloaded by visiting www.hif.org. Generalist inspections are essentially visual, and distinct from those of specialists, inasmuch as they do not include the use of specialized instruments, the dismantling of equipment, or the sampling of air and inert materials. Consequently, a generalist inspection and the subsequent report will not be as comprehensive, nor as technically exhaustive, as that generated by specialists, and it is not intended to be. The purpose of a generalist inspection is to identify defects or adverse conditions that would warrant a specialist evaluation. Therefore, you should be aware of the limitations of this type of inspection, which are indicated in the standards. However, as a courtesy, we are including some commonplace information about several of the environmental contaminants that could be of concern to you and your family.

There are many environmental contaminants that we do not have the expertise or the authority to test for, such as asbestos, methane, formaldehyde, termites and other wood-destroying organisms, bats, pests and rodents, molds, microbes, bacterial organisms, and electromagnetic radiation, to name some of the better known ones. Nevertheless, we will attempt to alert you to any suspicious substances that would warrant evaluation by a specialist. However, you should also be aware that our use of terminology like "mold," and "asbestos," is intentionally generic, and should not be construed as a statement of fact. Regardless, health and safety, and environmental hygiene is a deeply personal responsibility, and you should make sure that you are familiar with any contaminant that could affect your home environment.

Mold is one known contaminant. It is a microorganism that has been in existence throughout human history, and actually contributes to the life process. It takes many different forms. Some characterized as allergens are relatively benign but can provoke allergic reactions among sensitive people, and others characterized as pathogens can have adverse health effects on large segments of the population, such as the very young, the elderly, and people with suppressed immune systems. However, there are less common molds that are called toxigens that do represent a health threat. All molds flourish in the presence of moisture, and we make a concerted effort to look for any evidence of it wherever there could be a water source, including that from condensation or cracks in foundation walls, etc. Interestingly, the molds that commonly appear on ceramic tiles in bathrooms do not usually constitute a health threat, but they should be removed. However, some visibly similar molds that form on cellulose materials, such as on drywall, plaster, and wood, are potentially toxigenic. If mold is to be found anywhere within a home, it will likely be in the area of tubs, showers, toilets, sinks, water heaters, evaporator coils, inside attics with unvented bathroom exhaust fans, and return-air compartments that draw outside air, all of which are areas that we look at very closely. Nevertheless, mold can appear as though spontaneously at any time, so you should be prepared to monitor your home, and particularly the areas that we have alluded to. Naturally, it is equally important to maintain clean air-supply ducts and to change filters as soon as they become soiled, because contaminated ducts are a common breeding ground for dust mites, rust, and other contaminants. Regardless, the specific identification of molds can only be determined by specialists and laboratory analysis, and is absolutely beyond the scope of our inspection. Nonetheless, as a prudent investment in environmental hygiene, we categorically recommend that you have your home tested for the presence of any such contaminants, and particularly if you or any member of your family suffers from allergies or asthma.

Asbestos is another notorious contaminant that could be present in any home built before 1978. It is a naturally occurring mineral fiber that was first used by Greek and Romans in the first century, and it has been widely used throughout the modern world in a variety of thermal insulators, including those in the form of paper wraps, bats, blocks, and blankets. However, it can also be found in a wide variety of other products too numerous to mention, including duct insulation and acoustical materials, plasters, siding, floor tiles, heat vents, and roofing products. Although perhaps recognized as being present in some documented forms, asbestos can only be specifically identified by laboratory analysis. The most common asbestos fiber that exists in residential products is chrysotile, which belongs to the serpentine or white-asbestos group, and was used in the clutches

and brake shoes of automobiles for many years. However, a single asbestos fiber is said to be able to cause cancer, and is therefore a potential health threat and a litigious issue. Significantly, asbestos fibers are only dangerous when they are released into the air and inhaled, and for this reason authorities such as the Environmental Protection Agency (EPA) and the Consumer Product Safety Commission (CPSC) distinguish between asbestos that is in good condition, or non-friable, and that which is in poor condition, or friable, which means that its fibers could be easily crumbled and become airborne. However, we are not specialists and, regardless of the condition of any real or suspect asbestos-containing material (ACM), we would not endorse it and recommend having it evaluated by a specialist.

Radon is a gas that results from the natural decay of radioactive materials within the soil, and is purported to be the second leading cause of lung cancer in the United States. The gas is able to enter homes through the voids around pipes in concrete floors or through the floorboards of poorly ventilated crawlspaces, and particularly when the ground is wet and the gas cannot easily escape through the soil and disperse into the atmosphere. However, it cannot be detected by the senses, and its existence can only be determined by sophisticated instruments and laboratory analysis, which is completely beyond the scope of our service. However, you can learn more about radon and other environmental contaminants and their affects on health, by contacting the EPA or a similar state agency, and it would be prudent for you to enquire about any high radon readings that might be prevalent in the region surrounding your home.

Lead poses an equally serious health threat. In the 1920's, it was commonly found in many plumbing systems. In fact, the word "plumbing" is derived from the Latin word "plumbum," which means lead. When in use as a component of a waste system, it does not constitute a viable health threat, but as a component of potable water pipes it would certainly be a health-hazard. Although rarely found in use, lead could be present in any home build as recently as the nineteen forties. For instance, lead was an active ingredient in many household paints, which can be released in the process of sanding, and even be ingested by small children and animals chewing on painted surfaces. Fortunately, the lead in painted surfaces can be detected by industrial hygienists using sophisticated instruments, but testing for it is not cheap. There are other environmental contaminants, some of which we have already mentioned, and others that may be relatively benign. However, we are not environmental hygienists, and as we stated earlier we disclaim any responsibility for testing or establishing the presence of any environmental contaminant, and recommend that you schedule whatever specialist inspections might be deemed to be prudent before the close of escrow.

Structural

Foundations are not uniform, and conform to the structural standard of the year in which they were built. We identify foundation types and look for any evidence of structural deficiencies. However, cracks or deteriorated surfaces in foundations are quite common. In fact, it would be rare to find a raised foundation wall that was not cracked or deteriorated in some way, or a slab foundation that did not include some cracks concealed beneath the carpeting and padding. Fortunately, most of these cracks are related to the curing process or to common settling, including some wide ones called cold-joint separations that typically contour the footings, but others can be more structurally significant and reveal the presence of expansive soils that can predicate more or less continual movement. We are keenly aware of cracks, and will alert you to their presence if they are clearly visible. However, we are not specialists, and in the absence of any major defects, we may not recommend that you consult with a foundation contractor, a structural engineer, or a geologist, but this should not deter you from seeking the opinion of any such expert.

Structural Elements

Wall Structure

Informational Conditions

The walls are conventionally framed with wooden studs.

Floor Structure

Informational Conditions

The floor structure that was visible consists of 2 X 10 floor joists and seem to be in good condition.

Raised Foundation or Basement

Description of Foundation Type

Informational Conditions

The foundation is poured concrete that is common to the area.

The foundation is concrete block.

General Comments

Informational Conditions

This residence has a raised foundation. Such foundations permit access, and provide a convenient area for the distribution of water pipes, drain pipes, vent pipes, electrical conduits, and ducts. However, although raised foundations are far from uniform, most include concrete footings and walls that extend above the ground with anchor bolts that hold the house onto the foundation, but the size and spacing of the bolts vary. In the absence of major defects, most structural engineers agree that the one critical issue with raised foundations is that they should be bolted. Our inspection of these foundations conforms to industry standards, which is that of a generalist and not a specialist, and we do not use any specialized instruments to establish that the structure is level. We typically enter all accessible areas, to confirm that foundations are bolted and to look for any evidence of structural deformation or damage, but we may not comment on minor deficiencies, such as on commonplace settling cracks in the stem walls and slight deviations from plumb and level in the intermediate floor framing, which would have little structural significance. Interestingly, there is no absolute standard for evaluating cracks, but those that are less than 1/4" and which do not exhibit any vertical or horizontal displacement are generally not regarded as being structurally relevant. Nevertheless, all others should be evaluated by a specialist. However, in the absence of any major defects, we may not recommend that you consult with a foundation contractor, a structural engineer, or a geologist, but this should not deter you from seeking the opinion of any such expert.

Method of Evaluation

Informational Conditions

We evaluated the raised foundation by a walk around of the perimeter and by accessing and evaluating the components within the basement via an adequate set of stairs..

Inspection Address: 822 1st Ave West, Dyersville, Iowa 52040
 Inspection Date/Time: 8/9/2024 8:30 am to 10:30 am

Moisture or Dampness

Informational Conditions

There is a float-activated, sump-pump in the basement. This means that moisture intrusion may be a chronic problem. Therefore, the sump-pump should be periodically tested and any storage items should be isolated from the floor and walls.

Components and Conditions Needing Service

There appears to be some moisture intrusion in the furnace room. It is important to keep the gutters clean so that water drains away properly from the home.

Electrical

Functional Components and Conditions

The electrical components that are visible within the basement appear to be in acceptable condition.

Intermediate Floor Framing

Informational Conditions

The intermediate floor framing that was visible to us is in acceptable condition. There may be some deviations from plumb, level, etc, but none that would have any serious structural significance.

Exterior

We evaluate the following exterior features: driveways, walkways, fences, gates, handrails, guardrails, yard walls, carports, patio covers, decks, building walls, fascia and trim, balconies, doors, windows, lights, and outlets. However, we do not evaluate any detached structures, such as storage sheds and stables, and we do not water test or evaluate subterranean drainage systems or any mechanical or remotely controlled components, such as driveway gates. Also, we do not typically evaluate landscape components, such as trees, shrubs, fountains, ponds, statuary, pottery, fire pits, patio fans, heat lamps, and decorative or low-voltage lighting. Similarly, we do not usually comment on coatings or cosmetic deficiencies and the wear and tear associated with the passage of time, which would be apparent to the average person. However, cracks in hard surfaces can imply the presence of expansive soils that can result in continuous movement, but this could only be confirmed by a geological evaluation of the soil.

Wall Covering

Type of Material

Informational Conditions

The exterior house walls are clad with vinyl siding.

The exterior garage walls are clad with metal siding.

Wall Covering Observations

Informational Conditions

The exterior wall cladding is in acceptable condition.

Grading and Drainage

General Comments and Description

Informational Conditions

All structures are dependent on the soil beneath them for support, but soils are not uniform. Some that might appear to be firm and solid can liquefy and become unstable during seismic activity. Also, there are soils that can expand to twice their volume with the influx of water and move structures with relative ease, raising and lowering them and fracturing slabs and other hard surfaces. In fact, expansive soils have accounted for more structural damage than most natural disasters. Water can be equally destructive, and can foster conditions that are deleterious to health. For this reason, the ideal property will have soils that slope away from the residence and the interior floors will be several inches higher than the exterior grade. Also, the residence will have roof gutters and downspouts that discharge into area drains with catch basins that carry water away to hard surfaces. If a property does not meet this ideal, or if any portion of the interior floor is below the exterior grade, we cannot endorse it and recommend that you consult with a grading and drainage contractor, even though

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there may not be any evidence of moisture intrusion. We have confirmed moisture intrusion in residences when it was raining that would not have been apparent otherwise. Also, in conjunction with the cellulose material found in most modern homes, moisture can facilitate the growth of biological organisms that can compromise wood framing or produce molds that are deleterious to health. Be aware that any moisture penetration that occurs may present problems within the interior walls that may not be readily apparent during the inspection process. This may occur around windows, doors, roof flashings, where a wooden deck or porch are attached to the home, and the siding itself. Damage may not be apparent within the walls themselves until removal of materials allows a more thorough inspection by a qualified contractor.

Exterior Features

General Comments and Description

Informational Conditions

It is important to maintain a property, including painting or sealing walkways, decks, and other hard surfaces, and it is particularly important to keep the house walls sealed, which provide the only barrier against deterioration. Be aware any unsealed cracks around windows, doors, thresholds and foundation can permit moisture intrusion, which is the principle cause of the deterioration of any surface. Unfortunately, the evidence of such intrusion may only be obvious when it is raining. We have discovered leaking windows and doors while it was raining that may not have been apparent otherwise, and too often damage progresses to a point at which a window or door must be replaced. Such occurrences are not uncommon, and demonstrate why the cost of renovating a neglected home will always exceed that of having maintained it.

Decks

Components and Conditions Needing Service

The wood deck needs maintenance-type service, such as securing loose planks and railings, setting nails, sanding, sealing, or attaching the deck to the house with lag bolts, all of which will prolong the life of the deck. This will provide a safe and lasting structure.

Walkways

Components and Conditions Needing Service

There are offsets in the walkways that could prove to be trip-hazards.

Windows

Informational Conditions

The basement windows need attention. However, in accordance with industry standards, we do not test every window in the house, and particularly if the house is furnished. We do test every unobstructed window in every bedroom to ensure that at least one facilitates an emergency exit.

Roof/Attic

There are many different roof types, which we evaluate by walking on their surfaces. If we are unable or unwilling to do this for any reason, we will indicate the method that was used to evaluate them. Every roof will wear differently relative to its age, the number of its layers, the quality of its material, the method of its application, its exposure to direct sunlight or other prevalent weather conditions, and its maintenance. Regardless of its design-life, every roof is only as good as the waterproof membrane beneath it, which is concealed and cannot be examined without removing the roof material, and this is equally true of almost all roofs. In fact, the material on the majority of pitched roofs is not designed to be waterproof only water-resistant. However, what remains true of all roofs is that, whereas their condition can be evaluated, it is virtually impossible for anyone to detect a leak except as it is occurring or by specific water tests, which are beyond the scope of our service. Even water stains on ceilings, or on the framing within attics, will not necessarily confirm an active leak without some corroborative evidence, and such evidence can be deliberately concealed. Consequently, only the installer can credibly guarantee that a roof will not leak, and they do. We evaluate every roof conscientiously, and even attempt to approximate its age, but we will not predict its remaining life expectancy, or guarantee that it will not leak. Naturally, the sellers or the occupants of a residence will generally have the most intimate knowledge of the roof and of its history. Therefore, we recommend that you ask the sellers about it, and that you either include comprehensive roof coverage in your home insurance policy, or that

you obtain a roof certification from an established local roofing company.

Composition Shingle

General Comments and Description

Informational Conditions

There are a wide variety of composition shingle roofs, which are comprised of asphalt or fiberglass materials impregnated with mineral granules that are designed to deflect the deteriorating ultra-violet rays of the sun. The commonest of these roofs are warranted by manufacturers to last from twenty to twenty-five years, and are typically guaranteed against leaks by the installer for three to five years. The actual life of the roof will vary, depending on a number of interrelated factors besides the quality of the material and the method of installation. Poor maintenance is the most common cause of roof failure, but a southern exposure can cause a roof to deteriorate prematurely, as will the practice of layering over another roof. However, the first indication of significant wear occurs when the granules begin to separate and leave pockmarks or dark spots. This is referred to as primary decomposition, which means that the roof is in decline, and therefore susceptible to leakage. This typically begins with the hip and ridge shingles and to the field shingles on the south facing side. This does not mean that the roof is ready to be replaced, but that it should be serviced or monitored. Regular maintenance will certainly extend the life of any roof, and will usually avert most leaks that only become evident after they have caused other damage. This is important, because in accordance with industry standards our inspection service does not include a guarantee against leaks. For such a guarantee, you would need to have a roofing company perform a water test and issue a roof certification. However, the sellers or the occupants will generally have the most intimate knowledge of the roof, and you ask them about its history and then schedule a regular maintenance service.

Method of Evaluation

Informational Conditions

We were unable to safely access the roof, and evaluated it either from within the attic or from several vantage points with binoculars and a ladder.

Age and General Evaluation of a Single-layer Roof

Informational Conditions

The composition shingle roof appear to be approximately eight to ten years old, but this is just an estimate and you should request the installation permit from the sellers, which will reveal its exact age and any warranty guarantee that might be applicable.

Gutters and Drainage

Components and Conditions Needing Service

It would be prudent to add longer leaders at the bottom of the downspouts to promote positive drainage.



The gutters on the composition shingle roof should be cleaned and serviced to drain properly. I would suggest some type of gutter guards to keep materials out of the downspouts to promote positive drainage.

Attic

General Comments and Description

Functional Components and Conditions

In accordance with industry standards, we will not enter attics that have less than thirty-six inches of headroom, are restricted by ducts, or in which the insulation obscures the joists and thereby makes mobility hazardous, in which case we would inspect them as best we can from the access point. In evaluating the type and amount of insulation on the attic floor, we use generic terms and approximate measurements, and do not sample or test the material for specific identification. Also, we do not move or disturb any portion of it, which may well obscure water pipes, electrical conduits, junction boxes, exhaust fans, and other components.

Method of Evaluation

Informational Conditions

We could not access the attic for review due to the fact that restricted access blocked our way.

Metal

General Comments and Description

Informational Conditions

There are different types of metal roofs, but the most common ones consist of ribbed, interlocking panels, or tiles that have been coated with a mineral compound that are warranted for as long as fifty years. They tend to be maintenance-free, and many can be walked on, but some can be damaged by careless foot-traffic, and it is essential for service personnel to wear soft shoes and to tread directly in the pan and not across the tile. As with other pitched roofs, many metal roofs are dependant on the waterproof membrane that is concealed beneath them and cannot be examined, and this is why our service does not include a guarantee against leaks. For such a guarantee, you would need to have a roofing company perform a water test and issue a roof certification. However, the sellers or the occupants generally have the most intimate knowledge of the roof, and you should request the installation permit, which could include a warranty or guarantee.

Method of Evaluation

Functional Components and Conditions

We were unable to safely access the roof, and evaluated it either from within the attic or from several vantage points with binoculars and a ladder.

Age and General Evaluation

Informational Conditions

Because of the nature of the material, we cannot estimate the age of this metal roof, and you should request the installation permit from the sellers, which will reveal its exact age and any warranty or guarantee that might be applicable. It appears to be in acceptable condition, but this is not a guarantee against leaks. For a guarantee, you would need to have a roofing company perform a water-test and issue a roof certification.

Gutters and Drainage

Components and Conditions Needing Service

Some downspouts are missing or need to be reconnected.

The roof gutters will need to be cleaned to drain the roof effectively. I would suggest some type of gutter guards to keep the gutters clean.

Plumbing

Plumbing systems have common components, but they are not uniform. In addition to fixtures, these components include gas pipes, potable water pipes, drain and vent pipes, shut-off valves, which we do not test if they are not in daily use, pressure regulators, pressure relief valves, and water-heating devices. The best and most dependable water pipes are copper, because they are not subject to the build-up of minerals that bond within galvanized pipes, and gradually restrict their inner diameter and reduce water volume. Water softeners can remove most of these minerals, but not once they are bonded within the pipes, for which there would be no remedy other than a re-pipe. The water pressure within pipes is commonly confused with water volume, but whereas high water volume is good high water pressure is not. In fact, whenever the street pressure exceeds eighty pounds per square inch a regulator is recommended, which typically comes factory preset between

forty-five and sixty-five pounds per square inch. However, regardless of the pressure, leaks will occur in any system, and particularly in one with older galvanized pipes, or one in which the regulator fails and high pressure begins to stress the washers and diaphragms within the various components.

Waste and drainpipes pipes are equally varied, and range from modern acrylonitrile butadiene styrene (ABS) ones to older ones made of cast-iron, galvanized steel, clay, or a cardboard-like material that is coated with tar. The condition of these pipes is usually directly related to their age. Older ones are subject to damage through decay and root movement, whereas the more modern ABS ones are virtually impervious to damage, although isolated batches of them have been alleged to be defective. However, inasmuch as significant portions of drainpipes are concealed, we can only infer their condition by observing the draw at drains. Nonetheless, blockages will occur in the life of any system, but blockages in drainpipes, and particularly in main drainpipes, which we recommend having video-scanned. This could also confirm that the house is connected to the public sewer system, which is important because all private systems must be evaluated by specialists before the close of escrow.

Potable Water Pipes

Type of Material

Informational Conditions

The residence is served by galvanized potable water pipes.

The residence is served by copper potable water pipes.

The residence is served by plastic potable water pipes.

Water Main Location

Informational Conditions

The main water shut-off valve is located in the basement.

Copper Water Pipes

Informational Conditions

The potable water pipes are in acceptable condition.

Galvanized Water Pipes

Functional Components and Conditions

The potable water pipes within this residence are galvanized, and assumed to be original. They appear to be in acceptable condition. However, they may produce rusty looking water from time to time and, because the water volume in such pipes will gradually be reduced by a build-up of minerals within them, we do not endorse them.

Plastic Water Pipes

Functional Components and Conditions

The residence is served by plastic potable water pipes that are in satisfactory condition.

Gas

Gas Main Shut-Off Location

Informational Conditions

The gas main shut-off is located in the side yard . You should be aware that gas leaks are not uncommon, particularly underground ones, and that they can be difficult to detect without the use of sophisticated instruments, which is why natural gas is odorized in the manufacturing process. Therefore, we recommend that you request a recent gas bill from the sellers, so that you can establish a norm and thereby be alerted to any potential leak.

Water Heaters

General Gas Water Heater Comments

Functional Components and Conditions

There are a wide variety of residential water heaters that range in capacity from fifteen to one hundred gallons. They can be expected to last at least as long as their warranty, or from five to eight years, but they will generally last longer. However, few of them last longer than fifteen or twenty years and many eventually leak. So it is always wise to have them installed over a drain pan, and preferably one plumbed to the exterior. The water temperature should be set at a minimum of 110 degrees fahrenheit to kill microbes and a maximum of 140 degrees to prevent scalding. Also, water heaters can be dangerous if they are not seismically secured and equipped with either a pressure/temperature relief valve and discharge pipe plumbed to the exterior, or a Watts 210 gas shut-off valve.

Age Capacity and Location

Informational Conditions

Hot water is provided by a 14 year old 40 gallon water heater that is located in the basement.

Electrical Connections

Informational Conditions

The electrical connection to the water heater is functional.

Water Shut-Off Valve and Connectors

Informational Conditions

The shut-off valve and water connectors on the water heater are functional.

Gas Shut-Off Valve and Connector

Informational Conditions

The gas control valve and its connector at the water heater are functional.

Vent Pipe and Cap

Informational Conditions

The vent pipe and cap on the gas water heater are functional.

Drain Valve

Informational Conditions

The drain valve of the water heater is in place and presumed to be functional.

Pressure Release Valve and Discharge Pipe

Functional Components and Conditions

The water heater is equipped with a mandated pressure-temperature relief valve.

Electrical

There are a wide variety of electrical systems with an even greater variety of components, and any one particular system may not conform to current standards or provide the same degree of service and safety. Regardless, we are not specialists and in compliance with industry standards we only test a representative number of switches and outlets, and we do not perform load-calculations to determine if the supply meets the demand. However, we regard every electrical deficiency and recommended upgrade as a potential safety-hazard that should be serviced immediately, and that the entire system be evaluated and certified as safe by a specialist. Therefore, it is essential that any recommendations that we may make for service or upgrades should be completed within the inspection period, or before the close of escrow, because a specialist could reveal additional deficiencies or recommend some upgrades for which we disclaim any responsibility.

Improper wiring of outlets is cause for concern as it indicates that some rewiring of the house may have been done by unauthorized personnel.

Reversed polarity, ungrounded , and/or GFCI outlets that do not trip on test will need to be reviewed by a certified electrician to trace the circuitry to verify the safety of the system and correct any deficiencies that may be discovered.

Main Panel

General Comments

Informational Conditions

Common national safety standards require electrical panels to be weatherproof, readily accessible, and have a minimum of thirty-six inches of clear space in front of them for service. Also, they should have a main disconnect, and each circuit within the panel should be clearly labeled. Industry standards only require us to test a representative number of accessible switches, receptacles, and light fixtures. However, we attempt to test every one that is unobstructed, but if a residence is furnished we will obviously not be able to test each one.

Type of Wiring

Informational Conditions

The residence is wired with a three-wire non-metallic cable commonly known as Romex.

Size and Location

Informational Conditions

The main electrical panel is located in the basement and is a 200 Amp 240 volt breaker panel.

Service Entrance Mast Weatherhead and Cleat

Functional Components and Conditions

The main conductor lines are underground, or part of a lateral service entrance. This is characteristic of modern electrical services but, inasmuch as the service lines are underground and cannot be seen, they are not evaluated as part of our service.

Main Panel

Informational Conditions

The main panel and its components have no visible deficiencies.

Exterior Cover Panel

Informational Conditions

The exterior cover for the main electrical panel is in acceptable condition.

Interior Cover Panel

Informational Conditions

The interior cover for the main electrical panel is in acceptable condition.

Wiring

Informational Conditions

The wiring in the main electrical panel has no visible deficiencies.

Circuit Breakers

Informational Conditions

There are no visible deficiencies with the circuit breakers in the main electrical panel.

Grounding

Components and Conditions Needing Service

We could not determine the point at which the main electrical panel is grounded. Typically, this ground is to a water pipe located at the main, at a water heater, or to a hose bib, but we could not find it at any of these locations. Therefore, it should be traced by an electrician or the panel should be regrounded.

Heat and Air Conditioning

The components of most heating and air-conditioning systems have a design-life ranging from ten to twenty years, dependant on the climate zone, but can fail prematurely with poor maintenance. We test and evaluate heating and air-conditioning systems in accordance with industry standards, which means that we do not attempt to dismantle any portion of them, or evaluate the following concealed components: the heat exchanger, or firebox, electronic air-cleaners, humidifiers, and in-line duct motors or dampers. You should also be aware that we do not evaluate or endorse any unvented heating devices that utilize fossil fuels, the presence of which sometimes confirms the inadequacy of the primary heating system. However, these and every other fuel burning appliances that are not vented are potentially hazardous. They can include open flames or heated elements, which are capable of igniting any of the myriad flammable materials found in the average home. Also, even the most modern of these appliances can produce carbon monoxide, which in a sealed or poorly

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ventilated room can result in sickness, debilitating injury, and even death. We perform a conscientious evaluation of heating and air-conditioning systems, but we are not specialists. Therefore, it is imperative that any recommendation that we may make for service or a second opinion be scheduled within the inspection period, or before the close of escrow, because a specialist could reveal additional defects or recommend further upgrades that could affect your evaluation of the property, and our service does not include any form of warranty or guarantee.

Heat and AC - System 1

Type of Fuel

Informational Conditions

The residence is served by a gas-fueled heating system.

Split-System General Evaluation

Functional Components and Conditions

The split-system is newer and functional. Such systems are designed to last approximately twenty years, but they should be serviced bi-annually and have their filters changed every two to three months.

Furnace

Informational Conditions

Carbon monoxide readings are zero at this time.

The furnace is functional.

Vent Pipe

Informational Conditions

The furnace vent pipe is functional.

Gas Valve and Connector

Informational Conditions

The gas valve and connector are in acceptable condition.

Return-Air Compartment

Components and Conditions Needing Service

The filter is dirty and should be changed soon and every two or three months. If filters are not changed regularly, the evaporator coil and the ducts can become contaminated, and can be expensive to clean.

Living Areas

Our inspection of living space includes the visually accessible areas of walls, floors, cabinets and closets, and includes the testing of a representative number of windows and doors, switches and outlets. However, we do not evaluate window treatments, or move furniture, lift carpets or rugs, empty closets or cabinets, and we do not comment on cosmetic deficiencies. We may comment on the cracks that appear around windows and doors, or which follow the lines of framing members and the seams of drywall and plasterboard. These cracks are a consequence of movement, such as wood shrinkage, common settling, and seismic activity, and will often reappear if they are not correctly repaired. Such cracks can become the subject of disputes, and are best evaluated by a specialist. Similarly, there are a number of environmental pollutants that we have already discussed, the identification of which is beyond the scope of our service. However, there are a host of lesser contaminants, such as odors that are typically caused by moisture penetrating concealed slabs, or those caused by household pets. And inasmuch as the sensitivity to such odors is not uniform, we recommend that you make this determination for yourself, and particularly if domestic pets are occupying the premises, and then schedule whatever remedial service may be deemed necessary before the close of escrow.

Entry

There is no recommended service

Informational Conditions

We have evaluated the entry in compliance with industry standards, and found it to be in acceptable condition.

Furnished Residence Comment

Informational Conditions

The residence is furnished, and in accordance with industry standards we only inspect those surfaces that are exposed and readily accessible. We do not move furniture, lift carpets, nor remove or rearrange items within closets and cabinets. This made for a very difficult inspection.

Living

Walls and Ceiling

Informational Conditions

The walls and/or ceiling have typical cosmetic damage.

Lights

Functional Components and Conditions

The lights are functional.

Outlets

Functional Components and Conditions

The outlets that were tested are functional.

Bedrooms

In accordance with state or industry standards, our inspection of bedrooms includes the visually accessible areas of walls, floors, cabinets and closets, and includes the testing of a representative number of windows and doors, switches and outlets. We evaluate windows to ensure that they meet light and ventilation requirements and facilitate an emergency exit or egress, but we do not evaluate window treatments, nor move furniture, lift carpets or rugs, empty closets or cabinets, and we do not comment on cosmetic deficiencies.

Master Bedroom

Location

Informational Conditions

Master bedroom location is on the 2nd floor.

There is no recommended service

Informational Conditions

We have evaluated the bedroom in compliance with industry standards, and found it to be in acceptable condition.

Bedroom 2

Location

Informational Conditions

Second bedroom location is on the 2nd floor.

Dual-Glazed Windows

Components and Conditions Needing Service

A dual-glazed bedroom window has a pane with a broken hermetic seal, which should be replaced.

Bedroom 3

Location

Functional Components and Conditions

Third bedroom location is on the 2nd floor.

There is no recommended service

Informational Conditions

There is no recommended service.

Bathrooms

Our evaluation of bathrooms conforms to state or industry standards. We do not comment on cosmetic deficiencies, and we do not evaluate window treatments, steam showers and saunas, nor do we leak-test shower pans, which is the responsibility of the termite inspector. However, because of the possibility of water damage, most termite inspectors will not leak-test second floor shower pans without the written consent of the owners.

Hallway Bathroom

Size and Location

Functional Components and Conditions

The hallway bathroom is a full, and is located next to the bedrooms.

Sink Faucet Valves & Connectors Trap & Drain

Components and Conditions Needing Service

The mechanical sink stopper will need to be adjusted to work well.

Lights

Components and Conditions Needing Service

The bathroom ceiling light does not respond, and should be serviced.

Guest Bathroom 1

Size and Location

Functional Components and Conditions

The first guest bathroom is a three-quarter, and is located inside the rear entry.

There is no recommended service

Informational Conditions

We have evaluated the first guest bathroom in compliance with industry standards, and found it to be in acceptable condition.

Kitchen

Our evaluation of the common space, which includes the kitchen, hallway, stairs, laundry, and garage, is similar to that of the living space, and includes the visually accessible areas of walls, floors, cabinets and closets, and the testing of a representative number of windows and doors, switches and outlets. We pay particular attention to safety standards, such as those involving electricity and the integrity of firewalls, but we do not test portable appliances, including the supply and waste components of washing machines.

Kitchen

Dual-Glazed Windows

Informational Conditions

The screens are damaged on the dual-glazed windows in the kitchen and back entry.

Cabinets

Components and Conditions Needing Service

The kitchen cabinets will need typical service to work well, such as replacing or adjusting drawer glides, pull latches, hinges, catches, etc.

General Kitchen Comments

Informational Conditions

We test kitchen appliances for their functionality, and cannot evaluate them for their performance nor for the variety of their settings or cycles. However, if they are older than ten years, they may well exhibit decreased efficiency. Regardless, we do not inspect the following items: free-standing appliances, refrigerators, trash-compactors, built-in toasters, coffee-makers, can-openers, blenders, instant hot-water dispensers, water-purifiers, barbecues, grills, or rotisseries, timers, clocks, thermostats, the self-cleaning capacity of ovens, and concealed or countertop lighting, which is convenient but often installed after the initial construction and powered by extension cords or ungrounded conduits.

Hallway

There is no recommended service

Informational Conditions

We have evaluated the hallway in compliance with industry standards, and found it to be in acceptable condition.

Stairs

Walls and Ceiling

Informational Conditions

The walls and/or ceiling in the area of the basement stairs and landing have typical cosmetic damage, or that which is commensurate with use.

Stair Rails

Components and Conditions Needing Service

The balusters in the stair rails are loose or damaged and should be serviced.

Laundry

There is no recommended service

Informational Conditions

We have evaluated the laundry room in compliance with industry standards, and found it to be in acceptable condition.

General Laundry Room Comments

Informational Conditions

In accordance with industry standards, we do not test clothes dryers, nor washing machines and their water connections and drainpipes. However, there are two things that you should be aware of. The water supply to washing machines is usually left on, and their hoses can leak or burst under pressure and continue to flow. Therefore, we recommend replacing old rubber hoses with modern braided stainless steel types that are much more dependable. You should also be aware that modern washing machines discharge a greater volume of water than many of the older drainpipes can handle, which causes the water to back up and overflow. The only

remedy for this is to enlarge the drainpipe.

Garage

General Garage Comments

Informational Conditions

It is common for moisture to penetrate garages, because their slabs are on-grade. Evidence of this is typically apparent in the form of efflorescence, or salt crystal formations, that result when moisture penetrates the sidewalls or the slab. This is also quite common if a garage is below grade, and some sidewalls are even cored to relieve the pressure that can build up behind them, and which actually promotes drainage through the garage. Also, if there is living space above the garage, it will be seismically vulnerable. Ideally, the columns and beams around the garage door will be made of structural steel, but in many residences these components are made of wood but could include some structural accessories, such as post-straps and hold-downs, and plywood shear paneling. Regardless, we are not engineers, and recommend that you read about this in a booklet that should have been given to you by the realtors, and you may wish to discuss this further with a structural engineer. Garage door openings are not standard, and you may wish to measure the opening to ensure that there is sufficient clearance to accommodate your vehicles. Could not be accessed due to locked doors.

AFFILIATIONS AND CERTIFICATIONS

Inspector

ICBO Certified Building Inspector # _____

ICBO Certified Mechanical Inspector # _____

ICBO Certified Combination Dwelling Inspector # _____

IAPMO Certified Mechanical Inspector # _____

California Real Estate Inspection Association "C.P.I." # _____

Structural Pest Inspector License # _____

AHERA Certified Building Inspector # _____

REPORT CONCLUSION

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Note: The description that follows is offered for purposes of illustration only, and should be substituted for that of your own. Regardless, Porter Valley Software and its officers disclaim any responsibility for the accuracy or reliability of the information contained therein, and recommend against its use without first having it reviewed by a real estate attorney.

Congratulations on the purchase of your new home. Inasmuch as we never know who will be occupying or visiting a property, whether it be children or the elderly, we ask you to consider following these general safety recommendations: install smoke and carbon monoxide detectors; identifying all escape and rescue ports; rehearse an emergency evacuation of the home; upgrade older electrical systems by at least adding ground-fault outlets; never service any electrical equipment without first disconnecting its power source; safety-film all non-tempered glass; ensure that every elevated window and the railings of stairs, landings, balconies, and decks are child-safe, meaning that barriers are in place or that the distance between the rails is not wider than three inches; regulate the temperature of water heaters to prevent scalding; make sure that goods that contain caustic or poisonous compounds, such as bleach, drain cleaners, and nail polish removers be stored where small children cannot reach them; ensure that all garage doors are well balanced and have a safety device, particularly if they are the heavy wooden type; remove any double-cylinder deadbolts from exterior doors; and consider installing child-safe locks or alarms on the exterior doors of all pool or spa properties.

We are proud of our service, and trust that you will be happy with the quality of our report. We have made every effort to provide you with an accurate assessment of the condition of the property and its components and to alert you to any significant defects or adverse conditions. However, we may not have tested every outlet, and opened every window and door, or identified every minor defect. Also because we are not specialists or because our inspection is essentially visual, latent defects could exist. Therefore, you should not regard our inspection as conferring a guarantee or warranty. It does not. It is simply a report on the general condition of a particular property at a given point in time. Furthermore, as a homeowner, you should expect problems to occur. Roofs will leak, drain lines will become blocked, and components and systems will fail without warning. For these reasons, you should take into consideration the age of the house and its components and keep a comprehensive insurance policy current. If you have been provided with a home protection policy, read it carefully. Such policies may only cover insignificant costs, such as that of roofer service, and the representatives of some insurance companies may deny coverage on the grounds that a given condition was preexisting or not covered because of a code violation or manufacture's defect. Therefore, you should read such policies very carefully, and depend upon our company for any consultation that you may need.

Thank you for taking the time to read this report, and call us if you have any questions or observations whatsoever. We are always attempting to improve the quality of our service and our report, and we will continue to adhere to the highest standards of the industry and to treat everyone with kindness, courtesy, and respect.

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MEMORANDUM

To: Dyersville City Council Mayor and Members

Cc: City Administrator

From: Mike Murphy 

Date: September 1, 2024

Re: City Bike Ride Share Program

During the council's discussion and consideration of the Proposed Bike Share Program at the last council meeting following my request to include a unit (bike) that would serve the disability, I fear the council and administration has greatly overblown the extent and cost that would be needed to provide access to this program for the disabled.

Comments such as needing upward of 10 highly priced bikes with batteries, along with battery charging stations and the workforce to make sure batteries are charged and bikes repaired as well as no budget for any of this were mentioned as reasons not to proceed at this time.

The last item I wanted to present at the meeting was a simple and comparatively inexpensive approach. Hugely expensive battery assist bikes are not the avenue to take.

Instead, one (1) three-wheel, dual seat non-motorized recumbent bike (not ten bikes) would solve everything. A dual seat bike allows an able body individual to provide a ride with a disabled companion no matter what the disability is. The 3-wheel recumbent bike provides a stable and comfortable ride for both individuals.

The able body rider steers and pedals. Most of these bikes allow the second individual to pedal only if they desire. This way the disabled individual shares the same companionship and group experience that everyone else enjoys.

I have attached images of three types of incumbent bikes. One is side by side with the individuals sitting up; another shows two riders front and back; the third picture is two individual recumbent bikes that have a conversion kit allowing them to be connected.

All three types of bikes I have included cost less than \$3,000.00 and the side by side is only \$2,400.00. Certainly, this cost can be placed into next year's budget.

The bike Share Program offers visitors a fun and unique way to experience Dyersville. The dual bikes would also be available to all riders, and I am sure they would prove immensely popular.

Home > Worksman Side-by-Side Tricycle

Worksman Side-by-Side Tricycle

★★★★★ 1 Review

\$2,399.00

Sit next to your partner on this tricycle to share the biking experience!

Direct Ship, Expected Ship Date 11/21/2024

Item#: 49-012

Unit: Ea

Truck Delivery

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1

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