

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 Receipts** - January 2025
- 3. **Approve Minutes** City Council Meeting - February 17, 2025
- 4. **Approve Minutes** Budget Work Session - February 17, 2025
- 5. **Approve Minutes** Special City Council Meeting - February 24, 2025
- 6. **Approve Minutes** Budget Work Session - February 24, 2025
- 7. **Parade Permit** Dyersville Area Chamber of Commerce - St. Patrick's Day Parade - March 15, 2025
- 8. **Class B Retail Alcohol License** - Family Dollar Store #33189
- 9. **Class C Retail Alcohol License** - Rolling Knolls Golf Course
- 10. **Special Class C Retail Alcohol License** - Textile Brewery Company
- 11. **Authorize Mayor to Sign** Contract Payment No. 5 to Dave Schmitt Construction in the amount of \$4,656.90 for 20 West Industrial Center, Phase 3 - Contract D - Storm Sewer, Paving, and Lighting
- 12. **Receive & File** Addendum No. 1 - Field of Dreams Movie Site Roadway - Paving and Drainage 2025

- 13. Receive & File** Addendum No. 2 - Field of Dreams Movie Site Roadway - Paving and Drainage 2025
- 14. Receive & File** Treasurer's Report - January 2025
- 15. Receive & File** Revenue & Expense Report - January 2025
- 16. Receive & File** Notice to Destroy Weeds and Undesirable Vegetation
- 17. Miscellaneous Correspondence** Greater Dubuque Development Corporation - February 2025
- 18. Miscellaneous Correspondence** Keep Iowa Beautiful - February 2025

ACTION ITEMS

- 19. Presentation** Jason White, Greater Dubuque Development Corporation
- 20. Set date for Public Hearing** on Proposed Property Tax Levy Fiscal Year July 1, 2025 - June 30, 2026. Set date for March 24, 2025 at 6:00 pm.
- 21. Ordinance No. 866** an ordinance of the City Council of the City of Dyersville, Iowa, amending Chapter 69 of the code of ordinances to add subchapter 69.13, regulating the parking of trailers, boats, recreational vehicles, campers, inoperable vehicles, semis, semi-trailers, and unattended vehicles in city-owned parking lots
- 22. Waive Second Reading** of Ordinance No. 866
- 23. Waive Third Reading** of Ordinance No. 866
- 24. Resolution No. 24-25** approving and authorizing the mayor to sign the agreement with Eocene Environmental Group, Inc. for the SW Stormwater Improvement Project concept planning and design
- 25. Resolution No. 27-25** approving amendment two to grant agreement between Iowa Department of Homeland Security and Emergency Management and City of Dyersville
- 26. Resolution No. 28-25** setting a public hearing date for the 1st Avenue East ADA Access Improvement Project 2025. Set date for March 17, 2025 at 6:00 pm.
- 27. Resolution No. 29-25** awarding and approving a contract for Field of Dreams Movie Site Roadway-Paving and Drainage 2025 Project
- 28. Resolution No. 30-25** pledging the local match for the Westlinden Lift Station Replacement 2025 Project
- 29. Resolution No. 31-25** approving agreement for Engineering Services between the City of Dyersville and Origin Design Company
- 30. Flood Plain Development Application/Permit No. 25-01** Dyersville Iowa Congregation of Jehovahs Witnesses, 1623 20th Ave SE
- 31. Proclamation** declaring March 15, 2025 be observed as the Feast Day of St. Patrick in Dyersville

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01883 - 03.03.25 Bills List - AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
RELiance STANDARD	03.2025	Police Insurance	001-5-110-1-61500	GROUP INSURANCE	271.79
VERIZON WIRELESS	6106248654	Modem - 4635	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6106248654	Police Chief Cell Phone - 5804	001-5-110-1-63730	TELEPHONE	1,003.56
VERIZON WIRELESS	6106248654	Assist Chief Cell Phone - 2918	001-5-110-1-63730	TELEPHONE	41.47
VERIZON WIRELESS	6106248654	Captain Cell Phone - 3004	001-5-110-1-63730	TELEPHONE	41.47
VERIZON WIRELESS	6106248654	Pepwave 3 PDS	001-5-110-1-63730	TELEPHONE	40.07
VERIZON WIRELESS	6106248654	Pepwave 2 PD	001-5-110-1-63730	TELEPHONE	40.05
VERIZON WIRELESS	6106248654	Pepwave 4 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6106248654	Pepwave 1 PD	001-5-110-1-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	8193	HRA Admin	001-5-110-1-64080	INSURANCE PREMIUM	35.00
FUERSTE CAREW JUERGENS ...	09959	Legal Fees - Citations	001-5-110-1-64110	LEGAL FEES	719.00
PITNEY BOWES	3320329467	Postage Machine Lease	001-5-110-1-65060	OFFICE SUPPLIES	15.93
JOHN DEERE FINANCIAL	5881762	Floor Mats/Cord/Tote	001-5-110-1-65407	DEPARTMENT SUPPLIES	88.96
MANCHESTER SIGNS	27399	Decals - Police Vehicle	001-5-110-1-67270	NEW EQUIPMENT	434.25
Department 110 - POLICE Total:					2,851.58
Department: 210 - TRANSPORTATION					
RELiance STANDARD	03.2025	Public Works Insurance	001-5-210-2-61500	GROUP INSURANCE	8.15
GIANT WASH	25051	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
PARTS AUTHORITY	434-101621	Battery Core Credit	001-5-210-2-63320	VEHICLE REPAIRS	-40.00
PARTS AUTHORITY	434-250418	Batteries	001-5-210-2-63320	VEHICLE REPAIRS	311.70
VERIZON WIRELESS	6106248654	PW 8	001-5-210-2-63730	TELEPHONE	40.03
VERIZON WIRELESS	6106248654	Pepwave 5 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6106248654	PW Director Cell Phone - 8775	001-5-210-2-63730	TELEPHONE	46.47
VERIZON WIRELESS	6106248654	Pepwave 6 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6106248654	Pepwave 7 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6106248654	Pepwave 4 PW	001-5-210-2-63730	TELEPHONE	40.05
VERIZON WIRELESS	6106248654	Pepwave 1 PW	001-5-210-2-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	8193	HRA Admin	001-5-210-2-64080	INSURANCE PREMIUM	5.95
MEDICAL ASSOCIATES CLINIC	282401	DrugTesting	001-5-210-2-64122	DRUG TESTING	56.00
J & J LAWN CARE	26396	Snow Removal - City Lots	001-5-210-2-64322	CONTRACTED SERVICES	4,992.70
KIMBALL MIDWEST	103070410	Deisel Fluid	001-5-210-2-65407	DEPARTMENT SUPPLIES	136.52
ACE HARDWARE	265803	Clock	001-5-210-2-65407	DEPARTMENT SUPPLIES	34.19
ACE HARDWARE	265898	Hose Nozzle	001-5-210-2-65407	DEPARTMENT SUPPLIES	16.18
ACE HARDWARE	265911	Hose Washers and Couplers	001-5-210-2-65407	DEPARTMENT SUPPLIES	11.32
CARQUEST AUTO PARTS	4986-467501	Clamp	001-5-210-2-65407	DEPARTMENT SUPPLIES	5.69
JOHN DEERE FINANCIAL	5878100	Lawn/Garden Wheel	001-5-210-2-65407	DEPARTMENT SUPPLIES	31.38
JOHN DEERE FINANCIAL	5878360	Batteries/Polish/Cloths	001-5-210-2-65407	DEPARTMENT SUPPLIES	23.36
JOHN DEERE FINANCIAL	5879166	Tape/Plugs/Paintbrushes	001-5-210-2-65407	DEPARTMENT SUPPLIES	49.97
TRUCK COUNTRY	X104009758-01	Floor Mats	001-5-210-2-65407	DEPARTMENT SUPPLIES	325.38
Department 210 - TRANSPORTATION Total:					6,257.45
Department: 410 - LIBRARY					
RELiance STANDARD	03.2025	Library Insurance	001-5-410-4-61500	GROUP INSURANCE	108.39
ACE HARDWARE	265794	Faucet	001-5-410-4-63750	MAINTENANCE	61.59
ACE HARDWARE	265819	Filters	001-5-410-4-63750	MAINTENANCE	17.58
PREFERRED HEALTH CHOICES...	8193	HRA Admin	001-5-410-4-64080	INSURANCE PREMIUM	15.00
GIANT WASH	25051	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	13.12
PITNEY BOWES	3320329467	Postage Machine Lease	001-5-410-4-65060	OFFICE SUPPLIES	31.86
Department 410 - LIBRARY Total:					247.54
Department: 430 - PARKS					
RELiance STANDARD	03.2025	Parks Insurance	001-5-430-4-61500	GROUP INSURANCE	25.30

Expense Approval Register

Packet: APPKT01883 - 03.03.2

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
PREFERRED HEALTH CHOICES...	8193	HRA Admin	001-5-430-4-64080	INSURANCE PREMIUM	2.50
Department 430 - PARKS Total:					27.80
Department: 445 - AQUATIC CENTER					
RELiance STANDARD	03.2025	Pool Insurance	001-5-445-4-61500	GROUP INSURANCE	25.30
PREFERRED HEALTH CHOICES...	8193	HRA Admin	001-5-445-4-64080	INSURANCE PREMIUM	2.50
Department 445 - AQUATIC CENTER Total:					27.80
Department: 460 - COMMUNITY CENTER					
TJ CLEANING SERVICES	02.20.25 Soc Ctr	Cleaning Services Wk of 2/14 ..	001-5-460-4-64322	CONTRACTED SERVICES	150.00
TJ CLEANING SERVICES	02.27.25 Soc Ctr	Cleaning Services Wk of 2/21 ..	001-5-460-4-64322	CONTRACTED SERVICES	212.50
GIANT WASH	25051	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
Department 460 - COMMUNITY CENTER Total:					375.62
Department: 520 - ECONOMIC DEVELOPMENT					
TRAVEL DUBUQUE	2726	Marketing	001-5-520-5-64315	ECONOMIC DEVELOPMENT	15,000.00
Department 520 - ECONOMIC DEVELOPMENT Total:					15,000.00
Department: 610 - MAYOR, COUNCIL & CITY ADM					
RELiance STANDARD	03.2025	P & A Insurance	001-5-610-6-61500	GROUP INSURANCE	45.32
Department 610 - MAYOR, COUNCIL & CITY ADM Total:					45.32
Department: 620 - CLERK, TREAS & FINANCE					
RELiance STANDARD	03.2025	Mayor/Council Insurance	001-5-620-6-61500	GROUP INSURANCE	9.43
PITNEY BOWES	3320329467	Postage Machine Lease	001-5-620-6-65060	OFFICE SUPPLIES	15.93
QUILL CORPORATION	42798257	Keyboard/Mouse	001-5-620-6-65060	OFFICE SUPPLIES	28.49
QUILL CORPORATION	42818317	Copy Paper	001-5-620-6-65060	OFFICE SUPPLIES	41.49
Department 620 - CLERK, TREAS & FINANCE Total:					95.34
Department: 640 - CITY ATTORNEY					
FUERSTE CAREW JUERGENS ...	09725	Legal Fees - Municipal Infract...	001-5-640-6-64110	LEGAL FEES	117.00
FUERSTE CAREW JUERGENS ...	09955	Legal Fees - Ollendick	001-5-640-6-64110	LEGAL FEES	1,040.80
FUERSTE CAREW JUERGENS ...	09956	Legal Fees - General Matters	001-5-640-6-64110	LEGAL FEES	45.56
FUERSTE CAREW JUERGENS ...	09957	Legal Fees - ARPA	001-5-640-6-64110	LEGAL FEES	136.50
Department 640 - CITY ATTORNEY Total:					1,339.86
Department: 650 - CITY HALL & GEN BLDGS					
TJ CLEANING SERVICES	02.20.25 City	Cleaning Services Wk of 2/14 ..	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
TJ CLEANING SERVICES	02.27.25 City	Cleaning Services Wk of 2/21 ..	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
SCHINDLER ELEVATOR CORP...	9100953175	Contract Agreement Price Ad...	001-5-650-6-63100	BUILDING MAINTENANCE	163.00
MM MECHANICAL	i4660	Service/Repair Contract	001-5-650-6-63100	BUILDING MAINTENANCE	2,075.00
MM MECHANICAL	i4787	Service/Repairs - Water Pipe...	001-5-650-6-63100	BUILDING MAINTENANCE	244.49
MM MECHANICAL	i4804	Replaced Motor & Pump on ...	001-5-650-6-63100	BUILDING MAINTENANCE	1,858.60
VERIZON WIRELESS	6106248654	City 3440	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	6106248654	City 0416	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	6106248654	City Clerk Cell Phone - 4040	001-5-650-6-63730	TELEPHONE	46.47
VERIZON WIRELESS	6106248654	Administrator Cell Phone - 4...	001-5-650-6-63730	TELEPHONE	46.47
VERIZON WIRELESS	6106248654	Michel - 3568	001-5-650-6-63730	TELEPHONE	11.30
GIANT WASH	25051	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	13.12
CAPITAL SANITARY SUPPLY	D157560	Tissue	001-5-650-6-65412	BUILDING SUPPLIES	71.41
Department 650 - CITY HALL & GEN BLDGS Total:					5,109.88
Department: 660 - TORT LIABILITY					
ENGLISH INSURANCE	8025	Insurance Premium - Rental ...	001-5-660-6-64080	INSURANCE PREMIUM	466.00
PREFERRED HEALTH CHOICES...	8193	HRA Admin	001-5-660-6-64080	INSURANCE PREMIUM	1.75
Department 660 - TORT LIABILITY Total:					467.75
Fund 001 - GENERAL FUND Total:					31,845.94
Fund: 110 - ROAD USE FUND					
Department: 210 - TRANSPORTATION					
RELiance STANDARD	03.2025	Public Works Insurance	110-5-210-2-61500	GROUP INSURANCE	80.97
MORTON SALT INC	5403382797	Safe-T-Salt	110-5-210-2-64170	WINTER STREET MAINTENA...	2,612.78
JOHN DEERE FINANCIAL	5876601	Starting & Diesel Fluid	110-5-210-2-64170	WINTER STREET MAINTENA...	94.94

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
DAKOTA SUPPLY GROUP	S104490538.001	Curb Bumpers	110-5-210-2-64170	WINTER STREET MAINTENA...	1,952.99
Department 210 - TRANSPORTATION Total:					4,741.68
Fund 110 - ROAD USE FUND Total:					4,741.68

Fund: 112 - TRUST AND AGENCY FUND

Department: 460 - COMMUNITY CENTER

LANE, AUTUMN/CLAYTON	02.23.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
Department 460 - COMMUNITY CENTER Total:					100.00
Fund 112 - TRUST AND AGENCY FUND Total:					100.00

Fund: 135 - DYERSVILLE TIF DIST FUND

Department: 700 - DEBT SERVICE

KOELKER PLASTICS	03.2025	Tax Rebate	135-5-700-5-68018	TAX REBATE	5,817.24
Department 700 - DEBT SERVICE Total:					5,817.24
Fund 135 - DYERSVILLE TIF DIST FUND Total:					5,817.24

Fund: 301 - CAPITAL PROJECTS FUND

Department: 723 - CAPITAL PROJECT

ORIGIN DESIGN CO	81549	FOD Roadway As-Built & CAD...	301-5-723-8-64063	ENGINEERS FEES	5,182.50
ORIGIN DESIGN CO	81560	Bridge Assistnce	301-5-723-8-64063	ENGINEERS FEES	1,795.25
Department 723 - CAPITAL PROJECT Total:					6,977.75
Fund 301 - CAPITAL PROJECTS FUND Total:					6,977.75

Fund: 600 - WATER FUND

Department: 810 - WATER

RELIANCE STANDARD	03.2025	Water Insurance	600-5-810-9-61500	GROUP INSURANCE	87.01
GIANT WASH	25051	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	14.58
GIANT WASH	25051	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
JEFF'S AUTO SERVICE	165000	Oil Change/Check Battery/W...	600-5-810-9-63320	VEHICLE REPAIRS	938.50
FL KRAPFL INC	2187	Water Main Repair - 8th Ave...	600-5-810-9-63325	WATER MAIN MISC REPAIRS	7,439.63
FL KRAPFL INC	2189	Water Main Repair - 12th Ave..	600-5-810-9-63325	WATER MAIN MISC REPAIRS	2,890.00
FL KRAPFL INC	2193	Water Main Repair - 2nd Ave..	600-5-810-9-63325	WATER MAIN MISC REPAIRS	3,082.49
J & R SUPPLY	2501299-IN -2	Short Payment	600-5-810-9-63325	WATER MAIN MISC REPAIRS	2.00
J & R SUPPLY	2502119-IN	Wraparound	600-5-810-9-63325	WATER MAIN MISC REPAIRS	157.00
J & R SUPPLY	INV2501387-IN	Wraparound	600-5-810-9-63325	WATER MAIN MISC REPAIRS	314.00
VERIZON WIRELESS	6106248654	Pepwave 3 Wtr	600-5-810-9-63730	TELEPHONE	40.05
PREFERRED HEALTH CHOICES...	8193	HRA Admin	600-5-810-9-64080	INSURANCE PREMIUM	14.78
J & R SUPPLY	2502192-IN	Meter Couplings	600-5-810-9-65407	DEPARTMENT SUPPLIES	825.00
ACE HARDWARE	265842	Calculator	600-5-810-9-65407	DEPARTMENT SUPPLIES	17.59
ACE HARDWARE	265844	Towels/Valve/Plug	600-5-810-9-65407	DEPARTMENT SUPPLIES	41.48
ACE HARDWARE	265954	Fittings/Couplers/Connectors	600-5-810-9-65407	DEPARTMENT SUPPLIES	40.93
JOHN DEERE FINANCIAL	5878927	Batteries	600-5-810-9-65407	DEPARTMENT SUPPLIES	35.97
HAWKINS WATER TREATME...	6994275	100 Gallon Tank	600-5-810-9-65407	DEPARTMENT SUPPLIES	475.00
Department 810 - WATER Total:					16,418.38
Fund 600 - WATER FUND Total:					16,418.38

Fund: 610 - SEWER FUND

Department: 815 - SEWER

RELIANCE STANDARD	03.2025	Wastewater Insurance	610-5-815-9-61500	GROUP INSURANCE	83.03
GIANT WASH	25051	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	25051	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	18.65
JOHN DEERE FINANCIAL	5881005	Boots	610-5-815-9-61813	REICHER UNIFORMS	174.24
VERIZON WIRELESS	6106248654	Pepwave 2 WW	610-5-815-9-63730	TELEPHONE	40.01
VERIZON WIRELESS	6106248654	Sewer Camera	610-5-815-9-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	8193	HRA Admin	610-5-815-9-64080	INSURANCE PREMIUM	10.27
USA BLUE BOOK	INV00624487	Testing Adapter/Dipper	610-5-815-9-64317	TESTING	509.96
USA BLUE BOOK	INV00624525	Test Tubing	610-5-815-9-64317	TESTING	244.95
ACE HARDWARE	265813	Duster/Chamois/Lubricant/A...	610-5-815-9-65407	DEPARTMENT SUPPLIES	54.52
ACE HARDWARE	265834	Fasteners	610-5-815-9-65407	DEPARTMENT SUPPLIES	5.52
ACE HARDWARE	265851	Rust Disolver/Spray Paint	610-5-815-9-65407	DEPARTMENT SUPPLIES	20.22
ACE HARDWARE	265852	Corner Brace/PVC Cap	610-5-815-9-65407	DEPARTMENT SUPPLIES	14.94
ACE HARDWARE	265861	Tape / Bit	610-5-815-9-65407	DEPARTMENT SUPPLIES	18.75

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
ACE HARDWARE	265958	Fasteners/Gloves	610-5-815-9-65407	DEPARTMENT SUPPLIES	12.65
JOHN DEERE FINANCIAL	5876843	Shovel/Diesel Fluid/Cleaner	610-5-815-9-65407	DEPARTMENT SUPPLIES	53.64
				Department 815 - SEWER Total:	1,303.73
				Fund 610 - SEWER FUND Total:	1,303.73

Fund: 670 - SOLID WASTE FUND

Department: 840 - SOLID WASTE

RELIANCE STANDARD	03.2025	Solid Waste Insurance	670-5-840-9-61500	GROUP INSURANCE	14.19
PREFERRED HEALTH CHOICES...	8193	HRA Admin	670-5-840-9-65060	OFFICE SUPPLIES	2.25
				Department 840 - SOLID WASTE Total:	16.44
				Fund 670 - SOLID WASTE FUND Total:	16.44
				Grand Total:	67,221.16

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	31,845.94
110 - ROAD USE FUND	4,741.68
112 - TRUST AND AGENCY FUND	100.00
135 - DYERSVILLE TIF DIST FUND	5,817.24
301 - CAPITAL PROJECTS FUND	6,977.75
600 - WATER FUND	16,418.38
610 - SEWER FUND	1,303.73
670 - SOLID WASTE FUND	16.44
Grand Total:	67,221.16

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61500	GROUP INSURANCE	271.79
001-5-110-1-63730	TELEPHONE	1,286.65
001-5-110-1-64080	INSURANCE PREMIUM	35.00
001-5-110-1-64110	LEGAL FEES	719.00
001-5-110-1-65060	OFFICE SUPPLIES	15.93
001-5-110-1-65407	DEPARTMENT SUPPLIES	88.96
001-5-110-1-67270	NEW EQUIPMENT	434.25
001-5-210-2-61500	GROUP INSURANCE	8.15
001-5-210-2-61806	LUECK UNIFORMS	2.37
001-5-210-2-63320	VEHICLE REPAIRS	271.70
001-5-210-2-63730	TELEPHONE	286.59
001-5-210-2-64080	INSURANCE PREMIUM	5.95
001-5-210-2-64122	DRUG TESTING	56.00
001-5-210-2-64322	CONTRACTED SERVICES	4,992.70
001-5-210-2-65407	DEPARTMENT SUPPLIES	633.99
001-5-410-4-61500	GROUP INSURANCE	108.39
001-5-410-4-63750	MAINTENANCE	79.17
001-5-410-4-64080	INSURANCE PREMIUM	15.00
001-5-410-4-65060	OFFICE SUPPLIES	44.98
001-5-430-4-61500	GROUP INSURANCE	25.30
001-5-430-4-64080	INSURANCE PREMIUM	2.50
001-5-445-4-61500	GROUP INSURANCE	25.30
001-5-445-4-64080	INSURANCE PREMIUM	2.50
001-5-460-4-64322	CONTRACTED SERVICES	375.62
001-5-520-5-64315	ECONOMIC DEVELOPM...	15,000.00
001-5-610-6-61500	GROUP INSURANCE	45.32
001-5-620-6-61500	GROUP INSURANCE	9.43
001-5-620-6-65060	OFFICE SUPPLIES	85.91
001-5-640-6-64110	LEGAL FEES	1,339.86
001-5-650-6-63100	BUILDING MAINTENANCE	4,841.09
001-5-650-6-63730	TELEPHONE	184.26
001-5-650-6-65412	BUILDING SUPPLIES	84.53
001-5-660-6-64080	INSURANCE PREMIUM	467.75
110-5-210-2-61500	GROUP INSURANCE	80.97
110-5-210-2-64170	WINTER STREET MAINT...	4,660.71
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	100.00
135-5-700-5-68018	TAX REBATE	5,817.24
301-5-723-8-64063	ENGINEERS FEES	6,977.75
600-5-810-9-61500	GROUP INSURANCE	87.01
600-5-810-9-61809	RECKER UNIFORMS	14.58
600-5-810-9-61814	HERBERS UNIFORMS	2.37
600-5-810-9-63320	VEHICLE REPAIRS	938.50
600-5-810-9-63325	WATER MAIN MISC REPA..	13,885.12
600-5-810-9-63730	TELEPHONE	40.05
600-5-810-9-64080	INSURANCE PREMIUM	14.78
600-5-810-9-65407	DEPARTMENT SUPPLIES	1,435.97
610-5-815-9-61500	GROUP INSURANCE	83.03

Account Summary

Account Number	Account Name	Expense Amount
610-5-815-9-61810	MENKE UNIFORMS	2.37
610-5-815-9-61813	REICHER UNIFORMS	192.89
610-5-815-9-63730	TELEPHONE	80.02
610-5-815-9-64080	INSURANCE PREMIUM	10.27
610-5-815-9-64317	TESTING	754.91
610-5-815-9-65407	DEPARTMENT SUPPLIES	180.24
670-5-840-9-61500	GROUP INSURANCE	14.19
670-5-840-9-65060	OFFICE SUPPLIES	2.25
Grand Total:		67,221.16

Project Account Summary

Project Account Key	Expense Amount
None	60,243.41
30124106	1,795.25
30124225	5,182.50
Grand Total:	67,221.16



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01884 - 03.03.25 Bills List - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
ALLIANT ENERGY	02.14.25	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	75.71
WINDSTREAM	02.19.25	Police Phone	001-5-110-1-63730	TELEPHONE	141.13
Department 110 - POLICE Total:					216.84
Department: 130 - EMERGENCY MANAGEMENT					
MAQUOKETA VALLEY ELECTR...	01.2025	Tornado Siren Electricity	001-5-130-1-67275	EMERGENCY EQUIPMENT	52.48
Department 130 - EMERGENCY MANAGEMENT Total:					52.48
Department: 150 - FIRE					
MAQUOKETA VALLEY ELECTR...	01.2025	Fire - Electricity	001-5-150-1-63710	ELECTRICITY	525.06
XTREAM / MEDIACOM	02.2025 Fire	Cable Service	001-5-150-1-63730	TELEPHONE	111.64
Department 150 - FIRE Total:					636.70
Department: 180 - MISC. COMMUNITY PROTECTION					
MAQUOKETA VALLEY ELECTR...	01.2025	Stop Lights Electricity	001-5-180-1-63710	ELECTRICITY	53.72
MAQUOKETA VALLEY ELECTR...	01.2025	Street Light Electricity	001-5-180-1-63710	ELECTRICITY	148.58
MAQUOKETA VALLEY ELECTR...	01.2025	Field of Dreams Electricity	001-5-180-1-63710	ELECTRICITY	80.53
MAQUOKETA VALLEY ELECTR...	01.2025	Street Lights 2 Electricity	001-5-180-1-63710	ELECTRICITY	10.01
MAQUOKETA VALLEY ELECTR...	01.2025	Castle Hill Lights Electricity	001-5-180-1-63710	ELECTRICITY	50.12
ALLIANT ENERGY	02.14.25	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	209.98
Department 180 - MISC. COMMUNITY PROTECTION Total:					552.94
Department: 430 - PARKS					
ALLIANT ENERGY	02.14.25	Park Electricity	001-5-430-4-63710	ELECTRICITY	117.61
WINDSTREAM	02.19.25	Parks Phone	001-5-430-4-63730	TELEPHONE	49.52
Department 430 - PARKS Total:					167.13
Department: 460 - COMMUNITY CENTER					
ALLIANT ENERGY	02.14.25	Social Center Electricity	001-5-460-4-63710	ELECTRICITY	53.95
Department 460 - COMMUNITY CENTER Total:					53.95
Department: 650 - CITY HALL & GEN BLDGS					
MAQUOKETA VALLEY ELECTR...	02.14.25 Fire	Fiber Optic - Business Ultra	001-5-650-6-63730	TELEPHONE	399.45
WINDSTREAM	02.19.25	City Hall Phone	001-5-650-6-63730	TELEPHONE	236.45
Department 650 - CITY HALL & GEN BLDGS Total:					635.90
Department: 660 - TORT LIABILITY					
EMC INSURANCE COMPANIES	Claim 1861787	Insurance Deductible	001-5-660-6-64081	INSURANCE CLAIMS	2,500.00
Department 660 - TORT LIABILITY Total:					2,500.00
Fund 001 - GENERAL FUND Total:					4,815.94
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	02.14.25	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	489.94
Department 180 - MISC. COMMUNITY PROTECTION Total:					489.94
Fund 110 - ROAD USE FUND Total:					489.94
Fund: 600 - WATER FUND					
Department: 810 - WATER					
AMERICAN WATER WORKS A...	03.2025	Membership Dues	600-5-810-9-62100	DUES/SUBSCRIPTIONS	288.00
MAQUOKETA VALLEY ELECTR...	01.2025	Well 5 Electricity	600-5-810-9-63710	ELECTRICITY	2,889.53
Department 810 - WATER Total:					3,177.53
Fund 600 - WATER FUND Total:					3,177.53
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
MAQUOKETA VALLEY ELECTR...	01.2025	Ind Park Lift Station Electricity	610-5-815-9-63710	ELECTRICITY	137.13
MAQUOKETA VALLEY ELECTR...	01.2025	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	1,820.64

Expense Approval Register

Packet: APPKT01884 - 03.03.2025

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
MAQUOKETA VALLEY ELECTRICITY	01.2025	Press Building Electricity	610-5-815-9-63710	ELECTRICITY	3,660.79
				Department 815 - SEWER Total:	5,618.56
				Fund 610 - SEWER FUND Total:	5,618.56
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
MAQUOKETA VALLEY ELECTRICITY	01.2025	Compost Site Electricity	670-5-840-9-63710	ELECTRICITY	71.17
				Department 840 - SOLID WASTE Total:	71.17
				Fund 670 - SOLID WASTE FUND Total:	71.17
				Grand Total:	14,173.14

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	4,815.94
110 - ROAD USE FUND	489.94
600 - WATER FUND	3,177.53
610 - SEWER FUND	5,618.56
670 - SOLID WASTE FUND	71.17
Grand Total:	14,173.14

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63710	ELECTRICITY	75.71
001-5-110-1-63730	TELEPHONE	141.13
001-5-130-1-67275	EMERGENCY EQUIPMENT	52.48
001-5-150-1-63710	ELECTRICITY	525.06
001-5-150-1-63730	TELEPHONE	111.64
001-5-180-1-63710	ELECTRICITY	552.94
001-5-430-4-63710	ELECTRICITY	117.61
001-5-430-4-63730	TELEPHONE	49.52
001-5-460-4-63710	ELECTRICITY	53.95
001-5-650-6-63730	TELEPHONE	635.90
001-5-660-6-64081	INSURANCE CLAIMS	2,500.00
110-5-180-1-63710	ELECTRICITY	489.94
600-5-810-9-62100	DUES/SUBSCRIPTIONS	288.00
600-5-810-9-63710	ELECTRICITY	2,889.53
610-5-815-9-63710	ELECTRICITY	5,618.56
670-5-840-9-63710	ELECTRICITY	71.17
Grand Total:		14,173.14

Project Account Summary

Project Account Key	Expense Amount
None	14,173.14
Grand Total:	14,173.14



UBPKT02207 - Refunds 01 UBPKT02206 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-100070-03	Harrison, Prince Jr.		0	182.47			182.47	Generated From Billing
03-020406-04	Recker, Tia		0	295.51			295.51	Generated From Billing
Total Refunds: 2			Total Refunded Amount:	477.98				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	477.98
Revenue Total:	477.98

Detail Report

January Receipts - REVENUE

Account Summary

Date Range: 01/01/2025 - 01/31/2025

Account	Name	Total Activity
Fund: 001 - GENERAL FUND		
001-4-950-0-1-41000	LIQUOR/BEER PERMITS	\$ 585.00
001-4-950-0-1-41220	BUILDING PERMITS	\$ 220.00
001-4-950-0-1-41800	DOG/BIKE LICENSES	\$ 81.00
001-4-950-0-1-41900	MISCELLANEOUS PERMITS	\$ 20.00
001-4-950-0-1-45599	MISCELLANEOUS RECEIPTS	\$ 104.89
001-4-950-0-1-45600	SALES TAX RECEIVED	\$ 18.21
001-4-950-0-1-47350	GAS TAX REFUND	\$ 13,312.56
001-4-950-0-2-47150	REFUNDS	\$ 100.00
001-4-950-0-4-40000	PROPERTY TAX	\$ 6,032.51
001-4-950-0-4-40650	CABLE FRANCHISE TAX	\$ 5,161.20
001-4-950-0-4-40651	GAS FRANCHISE TAX	\$ 12,237.26
001-4-950-0-4-40850	HOTEL/MOTEL TAX	\$ 10,011.66
001-4-950-0-4-40900	LOCAL OPTION SALES TAX	\$ 22,575.02
001-4-950-0-4-40950	KENNEDY/IN LIEU OF TAX PAYMENT	\$ 1,503.80
001-4-950-0-4-43000	INTEREST	\$ 4,870.88
001-4-950-0-4-43100	RENT	\$ 3,939.00
001-4-950-0-4-43102	SOCIAL CENTER RENTALS	\$ 2,975.00
001-4-950-0-4-43103	SCENIC VALLEY UTILITIES	\$ 200.00
001-4-950-1-1-45513	POLICE REPORTS	\$ 70.00
001-4-950-1-1-45599	MISCELLANEOUS RECEIPTS	\$ 20.00
001-4-950-1-1-47700	POLICE FINES	\$ 2,121.60
001-4-950-4-1-45508	POOL RECEIPTS	\$ 303.76
001-4-950-4-1-47651	LIBRARY FINES & FEES	\$ 314.53
Total Fund: 001 - GENERAL FUND:		\$ 86,777.88
Fund: 002 - LIBRARY TRUST FUND		
002-4-950-0-4-43000	INTEREST	\$ 44.83
002-4-950-4-1-45511	LIBRARY TRUST REVENUES	\$ 2,673.83
Total Fund: 002 - LIBRARY TRUST FUND:		\$ 2,718.66
Fund: 110 - ROAD USE FUND		
110-4-950-2-2-44300	ROAD USE TAX REVENUE	\$ 53,195.70
Total Fund: 110 - ROAD USE FUND:		\$ 53,195.70
Fund: 112 - TRUST AND AGENCY FUND		
112-4-950-9-1-47300	TENANTS DEPOSITS RECEIVED	\$ 750.00
112-4-950-9-1-47301	SOCIAL CENTER DEPOSIT RECEIVED	\$ 2,750.00
Total Fund: 112 - TRUST AND AGENCY FUND:		\$ 3,500.00

Fund: 121 - L.O. SALES TAX RESERVE

121-4-950-0-4-40900	LOCAL OPTION SALES TAX	\$	67,716.00
Total Fund: 121 - L.O. SALES TAX RESERVE:		\$	67,716.00

Fund: 128 - CDBG

128-4-950-0-1-49902	HAZARD MITIGATION	\$	18,037.40
Total Fund: 128 - CDBG:		\$	18,037.40

Fund: 135 - DYERSVILLE TIF DIST FUND

135-4-950-0-4-40000	PROPERTY TAX	\$	10,191.47
Total Fund: 135 - DYERSVILLE TIF DIST FUND:		\$	10,191.47

Fund: 200 - DEBT SERVICE

200-4-710-7-4-40000	PROPERTY TAX	\$	2,757.46
Total Fund: 200 - DEBT SERVICE:		\$	2,757.46

Fund: 600 - WATER FUND

600-4-810-9-1-40900	LOCAL OPTION SALES TAX	\$	130.13
600-4-810-9-1-45000	WATER RECEIPTS	\$	71,670.05
600-4-810-9-1-45200	WATER SRF RECEIPT	\$	9,981.50
600-4-810-9-1-45300	WATER PENALTIES	\$	1,151.00
600-4-810-9-1-45600	SALES TAX RECEIVED	\$	775.42
600-4-810-9-1-45601	WET (WATER SERVICE EXCISE TAX)	\$	4,657.10
Total Fund: 600 - WATER FUND:		\$	88,365.20

Fund: 602 - WATER CAPITAL ACCOUNT

602-4-950-0-4-48200	BOND PROCEEDS	\$	8,265.92
Total Fund: 602 - WATER CAPITAL ACCOUNT:		\$	8,265.92

Fund: 610 - SEWER FUND

610-4-815-9-1-45100	SEWER RECEIPTS	\$	95,074.60
610-4-815-9-1-45200	SEWER SRF RECEIPTS	\$	47,504.44
610-4-815-9-1-45301	SEWER PENALTIES	\$	320.00
610-4-815-9-1-45600	SALES TAX RECEIVED	\$	959.36
610-4-815-9-4-40900	LOCAL OPTION SALES TAX	\$	158.83
Total Fund: 610 - SEWER FUND:		\$	144,017.23

Fund: 670 - SOLID WASTE FUND

670-4-840-9-1-45302	SOLID WASTE PENALTIES	\$	242.00
670-4-840-9-1-45304	GARBAGE TAGS SOLD	\$	50.00
670-4-840-9-1-45700	SOLID WASTE RECEIPTS	\$	36,694.03
Total Fund: 670 - SOLID WASTE FUND:		\$	36,986.03

Grand Totals:	\$	522,528.95
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CITY COUNCIL

Lower Level Council Chambers
Monday, February 17, 2025
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member English to approve February 17, 2025 agenda as presented Seconded by Council Member Gibbs.

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

ORAL COMMENTS

APPROVAL OF CONSENT AGENDA

Motion made by Council Member Oberbroeckling to approve the consent agenda Seconded by Council Member Singsank.

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

1. Approve Bills; 2. Approve Minutes City Council Meeting - February 3, 2025; **3. Approve Minutes** Work Session - February 3, 2025; **4. Receive & File Minutes** Planning & Zoning Commission Meeting - February 10, 2025; **5. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - January 14, 2025; **6. Blasting Permit** Bennett Explosives, Inc. - March 2025; **7. Council Approval** of the Moser School of Dance and Gymnastics Lease Agreement 2025-2026; **8. Resolution No. 16-25** approving Plat of Survey of Benn Subdivision, Fifth Addition, City of Dyersville, Dubuque County, Iowa. Lot 2 in Benn Subdivision, Third Addition, Dubuque County, Iowa – City Administrator Mick Michel wanted it noted there is discrepancy on the plat with the lot line and fence line. An agreement will be made with property owner to avoid moving the fence; **9. Resolution No. 17-25** approving Final Plat of Weber Place Plat 2, Delaware County Iowa. Lot 1 of "Weber Place" in Section 26, Bremen Township, Delaware County, Iowa, and that Portion of the Abandoned Railroad Right of Way as described in Deed Book 113, Page 129 in the Office of the Recorder of Delaware County, Iowa; **10. Resolution No. 18-25** approving Plat of Survey of: Parcel 2025-3 & Parcel 2025-4, of the East 1/2 of the NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa; **11. Resolution No. 19-25** approving Final Plat of: Parcel 2025-5, Parcel 2025-6 & Parcel 2025-7, of the South 1/2 of the SW1/4 except Parcel 2015-60 of Section 13, T89N, R3W of the 5th P.M., in Delaware County, Iowa; **12. Receive & File** Treasurer's Report - December 2024; **13. Receive & File** Revenue & Expense Report - December 2024; **14. Receive & File** Part-Time Summer Help Advertisement; **15. Receive & File** Staff Report - Police - February 2025; **16. Receive & File** Staff Report - Parks & Recreation - February 2025; **17. Receive & File** Staff Report - Library - February 2025; **18. Receive & File** Staff Report - Public Works - February 2025; **19. Receive & File** Staff Report - City Administrator - February 2025; **20. Miscellaneous Correspondence** Iowa DOT Competitive Highway Bridge Program (CHBP) Grant Public Survey; **21. Miscellaneous Correspondence** ECIA Spotlight - January 2025. The following bills were approved for payment:

Access Systems	Contract	\$	475.04
Ace Hardware	Supplies	\$	73.85
AireSpring	Phone	\$	342.17
Alliant Energy	Electricity	\$	12,746.60

Amazon	Books	\$	2,065.69
Baker & Taylor Books	Books	\$	882.73
Bell Bank Equipment Finance	Lease Payment	\$	4,689.80
Bi-County Ambulance	Supplies	\$	262.32
Bi-County Disposal Inc	Garbage / Recycling	\$	26,977.50
Big Wheels Repair LLC	Vehicle Repair	\$	558.92
Black Hills Energy	Natural Gas	\$	4,130.04
Blue Path Finance Inc	Solar Energy	\$	1,549.39
Capital Sanitary Supply	Supplies	\$	215.72
Carquest Auto Parts	Vehicle Maintenance	\$	22.85
Cengage Learning	Books	\$	271.94
Center Point Publishing	Books	\$	102.56
Communications Engineering Company	Phone System	\$	1,121.51
Complete Office of Wisconsin	Supplies	\$	151.94
Computer Doctors Inc	Computer Work	\$	3,354.00
Co-Op Oil Company	Diesel	\$	163.30
Cyclomedia Technology	License Agreement	\$	555.00
Data443 Risk Mitigation, Inc	Computer Management	\$	291.25
Davidshofer, Barbara	Contracted Service	\$	195.00
Demco Educational Corp	Supplies	\$	84.05
Deutmeyer Auto Advantage	Vehicle Maintenance	\$	49.90
Dyersville Area Chamber of Commerce	Supplies	\$	30.00
Dyersville Commercial	Legals/Ads	\$	678.39
Dyersville Red Jackets	Reimbursement	\$	175.00
Eick, Robert	Computer Maintenance	\$	450.00
Elliott Equipment Company	Equipment Repairs	\$	1,835.59
Eocene Environmental Group	Professional Services	\$	2,155.00
Fareway Stores Inc	Supplies	\$	84.69
FL Krapfl Inc	Labor/Equipment	\$	57,445.57
Giant Wash	Uniforms/Mats	\$	150.40
Hansel Cleaning Services LLC	Contract	\$	1,000.00
Hawkins Water Treatment	Supplies	\$	1,660.50
HDR Engineering Inc	Engineering Fees	\$	27,650.00
Heartland Business Systems LLC	Phone System	\$	633.75
Helle Farm Equipment	Vehicle Maintenance	\$	132.38
Henderson Truck Equipment	Supplies	\$	32.54
Heritage Printing Co	Supplies	\$	571.05
Hoopla By Midwest Tape	Programs	\$	724.60
Imon Communications LLC	Fiber Optic Internet	\$	1,005.00
Ingram Library Services	Books	\$	982.80
Iowa Library Association	Dues	\$	180.00
Iowa Municipal Finance Officers Assn	Registration	\$	100.00
J & J Lawn Care	Snow Removal	\$	4,875.00
J & R Supply	Supplies	\$	220.00
John Deere Financial	Supplies	\$	138.39
Kanopy Inc	Programs	\$	40.00
Kimball Midwest	Supplies	\$	278.45
Maquoketa Valley Electric Coop	Internet	\$	379.55
MicroBac Laboratories	Testing	\$	1,480.25
Miller, Kellie	Refund	\$	100.00
Morton Salt Inc	Street Salt	\$	4,872.72
Origin Design Co	Engineer Fees	\$	281.50
Overdrive	Electronic Media	\$	647.53

Pictometry Int'l	Pictometry	\$	2,650.00
Postmaster	Supplies	\$	212.00
Prier Bros Inc	Service Call	\$	153.26
Quill Corporation	Supplies	\$	108.89
Rick's Lawn Mowing & Snow Removal	Snow Removal	\$	4,635.25
Sherwin-Williams	Supplies	\$	204.19
Superior Welding Supply Co	Supplies	\$	56.10
Tauke Motors	Vehicle Maintenance	\$	100.43
TJ Cleaning Services	Cleaning Services	\$	725.00
Tyler Technologies	Software	\$	29,266.62
Unity Point Clinic - Occupational Medicine	Testing	\$	84.00
USA Blue Book	Supplies	\$	1,655.82
Verizon Wireless	Phone	\$	21.06
Vonderhaar, Shirley	Supplies	\$	777.07
Windstream	Phone	\$	127.96

001 - General Fund	\$	115,288.59
002 - Library Trust Fund	\$	4,051.36
110 - Road Use Fund	\$	6,426.85
112 - Trust and Agency Fund	\$	100.00
301 - Capital Projects Fund	\$	31,208.01
600 - Water Fund	\$	14,431.83
610 - Sewer Fund	\$	11,614.73
670 - Solid Waste Fund	\$	29,980.00
Grand Total:	\$	213,101.37

December 2024	Treasurer's Report
001 - General Fund	\$ 465,450.11
002 - Library Trust	\$ 97,923.94
110 - Road Use Tax	\$ 462,274.36
112 - Trust & Agency	\$ 49,436.00
121 - L.O. Sales Tax Reserve	\$ 1,010,920.76
128 - CDBG / Flood Fund	\$ (588,325.26)
135 - Dyersville TIF Dist Fund	\$ 4,296,790.25
200 - Debt Service	\$ 1,360,093.66
301 - Capital Improvements	\$ (2,583,897.13)
600 - Water Fund	\$ (1,652,885.76)
601 - Water Sinking Fund	\$ 1,147,685.73
602 - Water Capital Fund	\$ 118,607.45
610 - Sewer Fund	\$ 2,284,523.67
611 - Sewer Sinking Fund	\$ (1,137,007.03)
612 - Sewer Capital Fund	\$ (1,768,087.08)
670 - Solid Waste Fund	\$ (99,112.42)
Totals	\$ 3,464,391.25

ACTION ITEMS

22. 6:00 P.M. Public Hearing for approval of development agreement with Crownline Properties, LLC and authorization of annual appropriation tax increment payments

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

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

With there being no written or oral comments motion made by Council Member Singsank to close Public Hearing Seconded by Council Member Gibbs.

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

23. Resolution No. 21-25 approving development agreement with Crownline Properties, LLC, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement.

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

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

24. 6:00 P.M. Public Hearing for approval of development agreement with Store SPE USLBM 2017-6LLC and authorization of annual appropriation tax increment payments

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

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

With there being no written or oral comments motion made by Council Member English to close Public Hearing Seconded by Council Member Oberbroeckling.

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

25. Resolution No. 22-25 approving development agreement with SPE USLBM 2017-6 LLC, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement.

It was stated the agreement states \$100,000 and should be \$570,000.

Motion made by Council Member Gibbs to approved as amended Seconded by Council Member Singsank.

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

26. 6:00 P.M. Public Hearing for approval of development agreement with JDJ Real Estate, LLC and authorization of annual appropriation tax increment payments

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

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

With there being no written or oral comments motion made by Council Member Westhoff to close Public Hearing Seconded by Council Member Oberbroeckling.

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

27. Resolution No. 23-25 approving development agreement with JDJ Real Estate, LLC, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement.

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

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

28. 6:00 P.M. Public Hearing for approval of lease agreement with BB Community Leasing Services, Inc. and authorization of City Administrator to enter into said agreement

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

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

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

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

29. Resolution No. 15-25 approving Lease Agreement with BB Community Leasing Services, Inc.

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

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

30. Resolution No. 20-25 approving the Residential Waste Collection Service Agreement and authorize the Mayor to sign

It was noted the agreement terms stated 3 years and should state 5 years.

Motion made by Council Member Oberbroeckling to approve amended Seconded by Council Member Singsank.

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

31. Resolution No. 24-25 approving and authorizing the mayor to sign the agreement with Eocene Environmental Group, Inc. for the SW Stormwater Improvement Project concept planning and design

Motion made by Council Member Oberbroeckling to table resolution Seconded by Council Member Westhoff.

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

32. Resolution No. 26-25 in support of the Joint CHBP Grant Agreement and letter of support for the Competitive Highway Bridge Program (CHBP) Grant Project

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

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

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 7:02 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque, Mayor

ATTEST:

Lori A. Panton, Deputy Clerk



BUDGET WORK SESSION

Lower Level Council Chambers
Monday, February 17, 2025
7:00 PM

MINUTES

CALL TO ORDER - ROLL CALL

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

AGENDA ITEMS

Fire Chief Jeremy Honkomp discussed the Fire Department budget. Tim Deutmeyer and Jim Wessels were also present.

Sally Kelly, Library Board of Trustees Member, discussed the Library budget. Shirley Vonderhaar and Catherine O'Hea were also present.

Chief Brent Schroeder discussed the Police Department budget.

City Administrator Mick Michel reviewed the remaining budgets.

1. Fire; 2. Library; 3. Library Trust; 4. Police; 5. Emergency Management; 6. Flood Control; 7. Miscellaneous Community Protection

The next budget work session will be on Monday, February 24, 2025, at 6:00 pm in the Council Chambers.

ADJOURNMENT

Motion made by Council Member English to adjourn at 7:53 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque, Mayor

ATTEST:

Lori A. Panton, Deputy Clerk



SPECIAL CITY COUNCIL

Lower Level Council Chambers
Monday, February 24, 2025
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member English to approve February 24, 2025 agenda as presented Seconded by Council Member Oberbroeckling.

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

APPROVAL OF CONSENT AGENDA

Motion made by Council Member Oberbroeckling to approve consent agenda Seconded by Council Member Singsank.

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

1. Resolution No. 25-25 setting the Salary for Hiring a Police Officer in the City of Dyersville 2025

ADJOURNMENT

Motion made by Council Member English to adjourn at 6:03 pm Seconded by Council Member Singsank.

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

Jeff Jacque, Mayor

ATTEST:

Lori A. Panton, Deputy Clerk



BUDGET WORK SESSION

Lower Level Council Chambers
Monday, February 24, 2025
6:03 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

AGENDA ITEMS

City Administrator Mick Michel reviewed the proposed budget with the council.

Parks & Rec Manager Adam Huehnergarth was available to answer questions.

A. Fiscal Year 2026 Budget, B. Parks, C. Aquatic Center, D. Community Center, E. Other Culture, F. Economic Development, G. Planning & Zoning, H. Mayor, Council & City Administration, I. Elections, J. City Attorney, K. City Hall & General Buildings, L. Tort Liability, M. Other General Government, N. Debt Service

ADJOURNMENT

Motion made by Council Member English to adjourn at 7:27 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque, Mayor

ATTEST:

Lori A. Panton, Deputy Clerk



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

www.cityofdyersville.com

CITY OF DYERSVILLE

PARADE PERMIT

This Parade Permit is issued to **Dyersville Area Chamber of Commerce** in accordance with the provisions as set out in Chapter 60.08 of the Dyersville Municipal Code, paragraphs 1 through 4 and receipt of Certificate of Insurance naming City of Dyersville, Iowa as additional insured for the purpose of **St. Patrick's Day Parade** in the City of Dyersville.

Effective date of this permit shall be **March 15, 2025**.

Permit Holder

Jeff Jacque, Mayor



1100 16th Ave. Ct. SE
Dyersville, Iowa 52040
Tel. (563) 875-2311

Fax (563) 875-8391
e-mail: dyersvillechamber@dyersville.org
www.dyersville.org

Serving the communities of Dyersville, Earlville, Farley, Luxemburg, New Vienna, Petersburg and Worthington

Feb. 14, 2025

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

Dear Mayor Jacque & Council,

In coordination with the Ancient Order of Hibernians (AOH), the Dyersville Area Chamber of Commerce is requesting permission to close off the parade route for the St. Patrick's Day Parade on Saturday, March 15, 2025. The route will start at the Basilica on 1st Ave. to 5th St. to 3rd Ave. and end at the Basilica. The parade will begin at 1:30 p.m.

This is a great day of festivities for the area. We appreciate the past and continued support of the city/organizations. If you have any questions, please feel free to give me a call.

Thank you for your time and consideration of our request.

Sincerely,

Karla Thompson, Executive Director
Dyersville Area Chamber of Commerce



State of Iowa

Alcoholic Beverages Division

Item 8.

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
FAMILY DOLLAR STORES OF IOWA, LLC	Family Dollar Store #33189	(563) 258-6074		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1307 9th Street Southeast		Dyersville	Dubuque	52040
MAILING ADDRESS	CITY	STATE	ZIP	
500 Volvo ParkwayGreenbrier East	Chesapeake	Virginia	23320	

Contact Person

NAME	PHONE	EMAIL
Caleb Crumly	(678) 660-5592	ccrumly@decisions-consulting.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000334	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 14, 2025	Mar 13, 2026	

SUB-PERMITS

Class B Retail Alcohol License



PRIVILEGES

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
John Summerfield Mitchell Jr.	Virginia Beach	Virginia	23451	Vice President and Secretary	0.00	Yes
Todd Littler	Virginia Beach	Virginia	23452	Senior Vice President	0.00	Yes
Michael Newman	Virginia Beach	Virginia	23451	Vice President	0.00	Yes
Sharon Wesselhoft	Virginia Beach	Virginia	23454	Assistant Secretary	0.00	Yes
Jocelyn Konrad	Audubon	Pennsylvania	19403	President	0.00	Yes
Jonathan Poston	Moyock	North Carolina	27958	Vice President and Treasurer	0.00	Yes
MICHAEL COLLAR	Chesapeake	Virginia	23322	Assistant Treasurer	0.00	Yes



Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATEOUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATETEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Item 9.

Applicant

NAME OF LEGAL ENTITY

Rolling Knolls, Inc.

NAME OF BUSINESS(DBA)

Rolling Knolls Golf Course

BUSINESS

(563) 875-7466

ADDRESS OF PREMISES

2424 2nd Ave SE

PREMISES SUITE/APT NUMBER

CITY

Dyersville

COUNTY

Dubuque

ZIP

52040

MAILING ADDRESS

PO Box 23

CITY

Dyersville

STATE

Iowa

ZIP

52040

Contact Person

NAME

Carrie Fangman

PHONE

(563) 875-7466

EMAIL

cfangman1@iowatelecom.net

License Information

LICENSE NUMBER

LC0031131

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Mar 1, 2025

EXPIRATION DATE

Feb 28, 2026

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

Item 9.

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Carrie Fangman	Dyersville	Iowa	52040	President	50.00	Yes
Robert Fangman	Dyersville	Iowa	52040	Vice President	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Secura Insurance Company

POLICY EFFECTIVE DATE

Mar 1, 2025

POLICY EXPIRATION DATE

Mar 1, 2026

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 10.

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
TEXTILE BREWERY, LLC	Textile Brewing Company	(563) 207-0367		
ADDRESS OF PREMISES		PREMISES SUITE/APT NUMBER	CITY	COUNTY
146 2nd Street Northeast			Dyersville	Dubuque
				ZIP
				52040
MAILING ADDRESS	CITY	STATE	ZIP	
146 2nd Street Northeast	Dyersville	Iowa	52040	

Contact Person

NAME	PHONE	EMAIL
Zach Nothdorf	(563) 258-2112	zach@textilebrews.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0097296	Special Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Feb 25, 2025	Feb 24, 2026	

SUB-PERMITS

Special Class C Retail Alcohol License, Special Class A Beer Permit



State of Iowa

Alcoholic Beverages Division

Item 10.

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Thomas OLBERDING	Dyersville	Iowa	52040	Owner	84.00	Yes

Insurance Company Information

INSURANCE COMPANY

EMCASCO Insurance Company

POLICY EFFECTIVE DATE

Feb 25, 2025

POLICY EXPIRATION DATE

Feb 25, 2026

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

Dec 1, 2018

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 11.

CONTRACT PAYMENT NO.

5

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: November 1, 2024
TO: February 7, 2025

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	15.08	\$11,046.10	0	\$0.00	15.08	\$11,046.10	100%
2	21150100000	MODIFIED SUBBASE	1200.4	CY	\$30.40	1200.4	\$36,492.16	0	\$0.00	1200.4	\$36,492.16	100%
3	21237450000	SHOULDER CONSTRUCTION, EARTH	30.15	STA	\$201.00	30.15	\$6,060.15	0	\$0.00	30.15	\$6,060.15	100%
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	6205.2	\$313,362.60	0	\$0.00	6205.2	\$313,362.60	100%
7	24160100042	APRON, CONCRETE, 42 INCH	1	EA	\$2,499.00	1	\$2,499.00	0	\$0.00	1	\$2,499.00	100%
8	24160100048	APRON, CONCRETE, 48 INCH	1	EA	\$2,890.00	1	\$2,890.00	0	\$0.00	1	\$2,890.00	100%
9	24350250100	INTAKE, SW-501	4	EA	\$4,873.00	4	\$19,492.00	0	\$0.00	4	\$19,492.00	100%
10	24350250110	INTAKE, SW-501 MODIFIED	3	EA	\$10,201.00	3	\$30,603.00	0	\$0.00	3	\$30,603.00	100%
11	24350250500	INTAKE, SW-505	2	EA	\$6,426.00	2	\$12,852.00	0	\$0.00	2	\$12,852.00	100%
12	24350250510	INTAKE, SW-505 MODIFIED	1	EA	\$14,304.00	1	\$14,304.00	0	\$0.00	1	\$14,304.00	100%
14	25028212034	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	3090	LF	\$8.40	3090	\$25,956.00	0	\$0.00	3090	\$25,956.00	100%
15	25028221303	SUBDRAIN OUTLET, DR-303	12	EA	\$190.50	12	\$2,286.00	0	\$0.00	12	\$2,286.00	100%
16	25028221305	SUBDRAIN OUTLET, DR-305	2	EACH	\$241.00	2	\$482.00	0	\$0.00	2	\$482.00	100%
18	25030114218	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 18 INCH	148	LF	\$73.30	148	\$10,848.40	0	\$0.00	148	\$10,848.40	100%
20	25030114236	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 36 INCH	38	LF	\$83.70	38	\$3,180.60	0	\$0.00	38	\$3,180.60	100%
21	25030114242	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 42 INCH	64	LF	\$145.00	63	\$9,135.00	0	\$0.00	63	\$9,135.00	98%
22	25030114248	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 48 INCH	62	LF	\$176.50	62	\$10,943.00	0	\$0.00	62	\$10,943.00	100%
23	25073250005	ENGINEERING FABRIC	65	SY	\$2.70	65	\$175.50	0	\$0.00	65	\$175.50	100%
24	25076800061	REVTMENT, CLASS E	100	TON	\$27.60	93.12	\$2,570.11	0	\$0.00	93.12	\$2,570.11	93%
25	25230000100	LIGHTING POLES	2	EA	\$4,960.00	2	\$9,920.00	0	\$0.00	2	\$9,920.00	100%
26	25230000200	ELECTRICAL CIRCUITS	1025	LF	\$7.80	1025	\$7,995.00	0	\$0.00	1025	\$7,995.00	100%
27	25230000310	HANDHOLES AND JUNCTION BOXES	2	EA	\$981.50	2	\$1,963.00	0	\$0.00	2	\$1,963.00	100%
28	25230000400	CONTROL CABINET	1	EA	\$9,564.00	0.5	\$4,782.00	0.5	\$4,782.00	1	\$9,564.00	100%

TOTAL WORK COMPLETED (PAGE 1)

\$4,782.00

\$544,619.62

CONTRACT PAYMENT NO.

5

PAGE Item 11.

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	1	\$800.00	0	\$0.00	1	\$800.00	100%
30	25288445110	TRAFFIC CONTROL	1	LS	\$500.00	1	\$500.00	0	\$0.00	1	\$500.00	100%
31	25334980005	MOBILIZATION	0.8375	LS	\$17,828.00	0.8375	\$14,930.95	0	\$0.00	0.8375	\$14,930.95	100%
32	25999999010	CONCRETE WASHOUT	1	LS	\$1,000.00	1	\$1,000.00	0	\$0.00	1	\$1,000.00	100%
33	26012634100	MULCHING	2.5	AC	\$700.00	1	\$700.00	0	\$0.00	1	\$700.00	40%
34	26012636044	SEEDING AND FERTILIZING (URBAN)	2.5	AC	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	40%
35	26012642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	2.5	AC	\$300.00	1	\$300.00	0	\$0.00	1	\$300.00	40%
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	100	\$1,720.00	0	\$0.00	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	1	\$500.00	0	\$0.00	1	\$500.00	33%
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	4	\$700.00	0	\$0.00	4	\$700.00	100%
45	26020000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	4	EACH	\$20.00	4	\$80.00	0	\$0.00	4	\$80.00	100%
46	26020000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	4	EACH	\$20.00	4	\$80.00	0	\$0.00	4	\$80.00	100%

TOTAL DIVISION 1 - RISE QUANTITIES

\$4,782.00

\$567,430.57

DIVISION 2 - NON-PARTICIPATING QUANTITIES

1	21098225100	SPECIAL COMPACTION OF SUBGRADE	3.42	STA	\$732.50	3.42	\$2,505.15	0	\$0.00	3.42	\$2,505.15	100%
2	21150100000	MODIFIED SUBBASE	325.8	CY	\$30.40	325.8	\$9,904.32	0	\$0.00	325.8	\$9,904.32	100%
3	21237450000	SHOULDER CONSTRUCTION, EARTH	5.85	STA	\$201.00	5.85	\$1,175.85	0	\$0.00	5.85	\$1,175.85	100%
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	1203	\$60,751.50	0	\$0.00	1203	\$60,751.50	100%
6	24160100030	APRON, CONCRETE, 30 INCH	1	EA	\$1,683.00	1	\$1,683.00	0	\$0.00	1	\$1,683.00	100%
9	24350250100	INTAKE, SW-501	1	EA	\$4,873.00	1	\$4,873.00	0	\$0.00	1	\$4,873.00	100%
10	24350250110	INTAKE, SW-501 MODIFIED	1	EA	\$10,201.00	1	\$10,201.00	0	\$0.00	1	\$10,201.00	100%
13	24350251224	INTAKE, SW-512, 24 IN.	2	EA	\$3,063.00	2	\$6,126.00	0	\$0.00	2	\$6,126.00	100%
14	25028212034	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	685	LF	\$8.40	685	\$5,754.00	0	\$0.00	685	\$5,754.00	100%
15	25028221303	SUBDRAIN OUTLET, DR-303	2	EA	\$190.50	2	\$381.00	0	\$0.00	2	\$381.00	100%
17	25030114215	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 15 INCH	81	LF	\$72.20	61	\$4,404.20	0	\$0.00	61	\$4,404.20	75%

TOTAL WORK COMPLETED (PAGE 2)

\$0.00

\$107,759.02

CONTRACT PAYMENT NO.

5

PAGE Item 11.

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	37	\$2,712.10	0	\$0.00	37	\$2,712.10	100%
19	25030114230	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 30 INCH	68	LF	\$85.10	68	\$5,786.80	0	\$0.00	68	\$5,786.80	100%
20	25030114236	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 36 INCH	311	LF	\$83.70	311	\$26,030.70	0	\$0.00	311	\$26,030.70	100%
21	25030114242	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 42 INCH	451	LF	\$145.00	448	\$64,960.00	0	\$0.00	448	\$64,960.00	99%
22	25030114248	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D (CL 3), 48 INCH	436	LF	\$176.50	436	\$76,954.00	0	\$0.00	436	\$76,954.00	100%
25	25230000100	LIGHTING POLES	1	EA	\$4,960.00	1	\$4,960.00	0	\$0.00	1	\$4,960.00	100%
26	25230000200	ELECTRICAL CIRCUITS	268	LF	\$7.80	268	\$2,090.40	0	\$0.00	268	\$2,090.40	100%
27	25230000310	HANDHOLES AND JUNCTION BOXES	1	EA	\$981.50	1	\$981.50	0	\$0.00	1	\$981.50	100%
31	25334980005	MOBILIZATION	0.1625	LS	\$17,828.00	0.1625	\$2,897.05	0	\$0.00	0.1625	\$2,897.05	100%
33	26012634100	MULCHING	1.5	AC	\$700.00	0.24	\$168.00	0	\$0.00	0.24	\$168.00	16%
34	26012636044	SEEDING AND FERTILIZING (URBAN)	1.5	AC	\$1,500.00	0.24	\$360.00	0	\$0.00	0.24	\$360.00	16%
35	26012642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	1.5	AC	\$300.00	0.24	\$72.00	0	\$0.00	0.24	\$72.00	16%
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	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	10	LF	\$0.10	0	\$0.00	0	\$0.00	0	\$0.00	0%
40	26020000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 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	1	\$500.00	0	\$0.00	1	\$500.00	100%
44	26020000530	GRATE INTAKE SEDIMENT FILTER BAG	10	EA	\$175.00	13	\$2,275.00	0	\$0.00	13	\$2,275.00	130%
45	26020000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	10	EA	\$20.00	10	\$200.00	3	\$60.00	13	\$260.00	130%
46	26020000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	10	EA	\$20.00	10	\$200.00	3	\$60.00	13	\$260.00	130%

TOTAL DIVISION 2 - NON-PARTICIPATING QUANTITIES

\$120.00

\$299,026.57

ALTERNATE 1 - PAVING EXTENSION

A1	21098225100	SPECIAL COMPACTION OF SUBGRADE	2.75	STA	\$683.00	2.75	\$1,878.25	0	\$0.00	2.75	\$1,878.25	100%
A2	21150100000	MODIFIED SUBBASE	209	CY	\$30.40	209	\$6,353.60	0	\$0.00	209	\$6,353.60	100%
A3	21217425010	GRANULAR SHOULDERS, TYPE A	227	TON	\$27.80	245.53	\$6,825.73	0	\$0.00	245.53	\$6,825.73	108%
A4	21237450000	SHOULDER CONSTRUCTION, EARTH	6.5	STA	\$351.50	6.5	\$2,284.75	0	\$0.00	6.5	\$2,284.75	100%
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	1004.9	\$50,245.00	0	\$0.00	1004.9	\$50,245.00	99%
A7	25028212034	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	560	LF	\$8.45	560	\$4,732.00	0	\$0.00	560	\$4,732.00	100%

TOTAL WORK COMPLETED (PAGE 3)

\$0.00

\$72,319.33

CONTRACT PAYMENT NO.

5

PAG Item 11.

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

\$4,902.00

\$938,776.47

Less: Amount Retained Per Contract 5%

\$46,938.82

Value of Stored Materials (See Attached List)

\$0.00

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$891,837.65

Less: Previous Amount Earned

\$887,180.75

BALANCE DUE TO CONTRACTOR THIS PAYMENT

\$4,656.90

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

CONTRACTOR: Dave Schmitt Construction

BY: TITLE: Project ManagerDATE: 2/26/25

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 EngineerDATE: 2/26/25

APPROVAL OF OWNER: City of Dyersville

AMOUNT PAID _____

BY: _____

TITLE: _____

DATE: _____

ADDENDUM NO. 1

To: All Plan Holders of Record and Interested Parties
Project: Field of Dreams Movie Site Roadway – Paving and Drainage 2025
Issue Date: February 17, 2025
Bids Due: February 25, 2025 at 2:00 p.m.

The additions, revisions, corrections, and clarifications contained herein shall become part of the Construction Contract Documents for the Project and shall be included in the Scope of Work and Bid Proposals to be submitted. References made below to Specifications and Construction Drawings shall be used as a general guide only. Bidders shall determine for themselves the full scope of work affected by this Addendum.

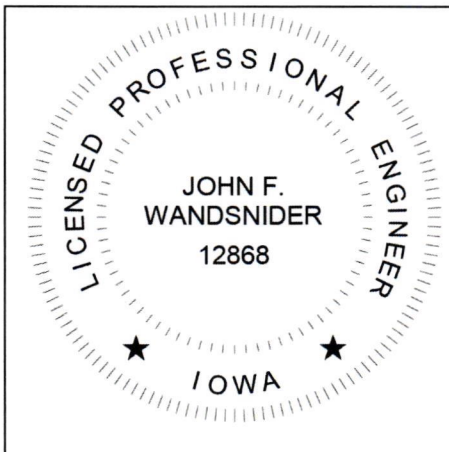
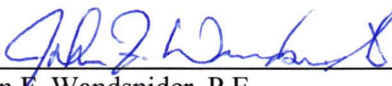
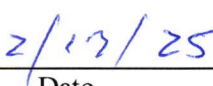
The following Addendum is part of the Construction Contract Documents dated February 4, 2025.

This Addendum consists of the following:
Addendum No. 1 – Two (2) Pages

CHANGES TO DOCUMENTS:

1. **CERTIFIED COVER SHEET:** A copy of the certified cover sheet for the plan drawings, dated February 4, 2025, is include with this addendum.
2. **MANHOLE CASTINGS:** The manhole castings shall be SW-602, Type "E" for the manholes in grass areas and SW-602 Type "F" for manholes in pavement areas.
3. **ELECTRONIC DATA AVAILABLE:** Electronic design data (DWG and/or XML) is available for bidding purposes. Contact John Wandsnider at the City of Dyersville to request electronic data (563-875-7724, jwandsnider@cityofdyersville.com).

It is required to acknowledge this addendum on the Bid Proposal Form.

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. FOR THE CITY OF DYERSVILLE,	
	 John F. Wandsnider, P.E. License Number: P12868 My license renewal date is December 31, 2025 Pages or sheets covered by this seal: Addendum No. 1	 Date

FIELD OF DREAMS MOVIE SITE ROADWAY PAVING AND DRAINAGE 2025 DYERSVILLE, IOWA

UTILITY PROVIDER CONTACTS

ALLIANT ENERGY
TERRY DEMPWOLF
563-543-5885
terrydempewolf@alliantenergy.com

GAS (HEATING)
BLACK HILLS ENERGY
JAN KRUEGER
JAN.KRUEGER@BLACKHILLSCORP.COM
1-888-890-5554

COMMUNICATIONS
COMLEC INTERNET SERVICE
563-557-8442

WINDSTREAM COMMUNICATIONS
LOCATE DESK
WWW.IOWATELECOM.NET
1-800-347-1991

LUMEN TECHNOLOGIES
877-453-8353

MAQUOKETA VALLEY ELECTRIC COOPERATIVE
800-927-6068
ELECTRIC 800-582-8998
FIBER 877-811-1568

IA DEPT OF TRANSPORTATION
JOE KILBURG
563-582-3063
JOE.KILBURG@IOWADOT.US

IA COMMUNICATIONS NETWORK
SHANNON MARLOW
515-725-4402
shannon.marlow@iowa.gov

MEDIA.COM
WWW.MEDIACOMCC.COM
1-855-633-4226

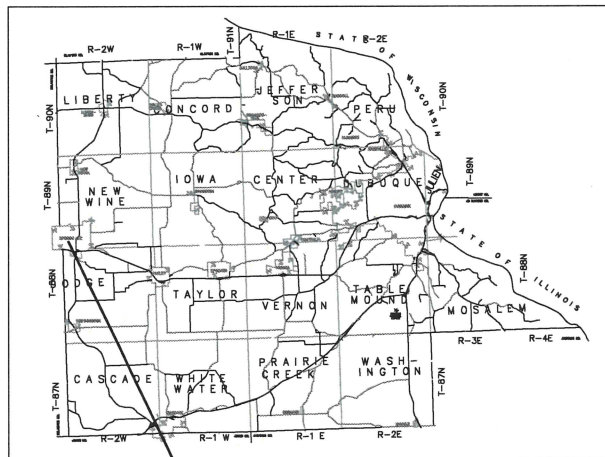
DISH NETWORK
1-888-896-4616

GARBAGE, RECYCLING BINS
BI-COUNTY DISPOSAL
563-875-9076

WATER & WASTEWATER
DYERSVILLE UTILITIES
TERRY ROCKER
563-875-7724
WWW.CITYOFDYERSVILLE.COM



VICINITY MAP – DUBUQUE COUNTY



PROJECT SITE



LOCATION MAP – DYERSVILLE CITY LIMITS



PROJECT SITE

Sheet List Table	
Sheet Number	Sheet Title
GENERAL	
G0.01	COVER
G0.02	ABBREVIATIONS AND LEGENDS
G0.03	CONTRACT ITEM REQUIREMENTS
EXISTING CONDITIONS	
C1.10	EXISTING CONDITIONS
OVERALL SITE PLAN	
C1.20	OVERALL SITE PLAN
EROSION CONTROL	
C2.01	EROSION CONTROL NOTES
C2.02	EROSION CONTROL DETAILS
C2.10	EROSION CONTROL PLAN
PAVING AND STORM SEWER	
C6.01	PAVING AND STORM SEWER DETAILS
C6.02	PAVING AND STORM SEWER DETAILS
C6.03	PAVING AND STORM SEWER DETAILS
C6.10	ROAD A PLAN & PROFILE STA. 1+00 TO 6+25
C6.11	ROAD A PLAN & PROFILE STA. 6+25 TO 11+50
C6.12	ROAD A PLAN & PROFILE STA. 11+50 TO 17+00
C6.13	ROAD A PLAN & PROFILE STA. 17+00 TO 22+50
C6.14	ROAD A PLAN & PROFILE STA. 22+50 TO 27+50
C6.15	ROAD A PLAN & PROFILE STA. 27+50 TO 29+00
C6.16	ROAD B PLAN & PROFILE STA. 50+00 TO 55+00
C6.17	ROAD B PLAN & PROFILE STA. 55+00 TO 60+00
C6.18	INTERSECTION DETAILS
C6.19	INTERSECTION DETAILS
C6.20	STORM SEWER PLAN & PROFILE
C6.21	STORM SEWER PLAN & PROFILE
CROSS SECTIONS	
C11.01	CROSS SECTIONS ROAD A
C11.02	CROSS SECTIONS ROAD A
C11.03	CROSS SECTIONS ROAD A
C11.04	CROSS SECTIONS ROAD A
C11.05	CROSS SECTIONS ROAD A
C11.06	CROSS SECTIONS ROAD A
C11.07	CROSS SECTIONS ROAD A
C11.08	CROSS SECTIONS ROAD A
C11.09	CROSS SECTIONS ROAD A
C11.10	CROSS SECTIONS ROAD A
C11.11	CROSS SECTIONS ROAD A
C11.12	CROSS SECTIONS ROAD A
C11.20	CROSS SECTIONS ROAD B
C11.21	CROSS SECTIONS ROAD B
C11.22	CROSS SECTIONS ROAD B
C11.23	CROSS SECTIONS ROAD B
C11.24	CROSS SECTIONS ROAD B

PROPRIETOR:
CITY OF DYERSVILLE

SITE PLAN REQUESTED BY:
CITY OF DYERSVILLE,
c/o MICK MICHEL, CITY ADMINISTRATOR

PROPERTY ADDRESS:
28995 LANSING RD.
DYERSVILLE, IA 52040

NOTES:

- CONSTRUCT ALL IMPROVEMENTS IN ACCORDANCE WITH CITY OF DYERSVILLE REQUIREMENTS, THE IOWA STATEWIDE URBAN DESIGN & SPECIFICATIONS (SUDAS), 2025 EDITION, AND ALL FEDERAL, STATE AND LOCAL REGULATIONS.
- VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. CALL IOWA ONE-CALL AT 1-800-292-8989.
- VERIFY LOCATIONS OF ALL PRIVATE UTILITIES PRIOR TO ANY CONSTRUCTION.
- PLACE SILT FENCE OR WADDLES ALONG THE LOWER SIDE OF ALL DISTURBED AREAS AND AT THE BASE OF ALL STEEP SLOPES AS PRACTICAL.
- EXCESS SUBGRADE / BASE MATERIAL SHALL BE REMOVED FROM THE SITE BY THE OWNER.
- ALL CONSTRUCTION IN PUBLIC RIGHT OF WAY SHALL BE IN ACCORDANCE WITH SUDAS, SUDAS SUPPLEMENTAL SPECIFICATIONS WITH APPLICABLE PERMITS OBTAINED FOR EXCAVATION AND CONSTRUCTION.

City of
Dyersville

Public Works Department

JOHN WANDSNIDER, P.E.
CITY ENGINEER
340 1st AVENUE EAST
DYERSVILLE, IA 52040
PHONE 563-875-7724
FAX 563-875-8238
WWW.CITYOFDYERSVILLE.COM



I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

John F. Wandsnider 2/4/25
John F. Wandsnider P.E. #12868 Date:
My license renewal date is December 31, 2025.

Pages or sheets covered by this seal:
ALL SHEETS LISTED IN SHEET INDEX

City of
Dyersville

Item 12.

Client Name
CITY OF
DYERSVILLE

Project Name
FIELD OF DREAMS
MOVIE SITE
ROADWAY - PAVING
AND DRAINAGE 2025

Location / Description
DYERSVILLE,
IOWA

Revisions	Rev	Description	Date
	###	Issued For Bidding:	###
		Issued For Construction:	

Sheet Title

COVER

G0.01 38

ADDENDUM NO. 2

To: All Plan Holders of Record and Interested Parties
Project: Field of Dreams Movie Site Roadway – Paving and Drainage 2025
Issue Date: February 21, 2025
Bids Due: February 25, 2025 at 2:00 p.m.

The additions, revisions, corrections, and clarifications contained herein shall become part of the Construction Contract Documents for the Project and shall be included in the Scope of Work and Bid Proposals to be submitted. References made below to Specifications and Construction Drawings shall be used as a general guide only. Bidders shall determine for themselves the full scope of work affected by this Addendum.

The following Addendum is part of the Construction Contract Documents dated February 4, 2025.

This Addendum consists of the following:
Addendum No. 2 – Three (3) Pages

CHANGES TO DOCUMENTS:

1. **8" PAVEMENT PRIORITY:** The portions of the project that are to be paved with 8-inch thick concrete pavement shall take precedence over the 7-inch thick pavement. All work necessary for the completion and opening of the 8-inch thick pavement shall be completed before substantial work commences on the 7-inch thick portion.
2. **CONCRETE MIX DESIGN:** The Supplementary Cementitious Materials (SCM) content shall be changed from 20% to a maximum of 15%. The Bid Items have been changed on the attached "Revised Bid Schedule". The Revised Bid Schedule shall be used for submission of the proposal.
3. **CONCRETE PAVEMENT JOINT PLACEMENT:** The concrete pavement joints shall be placed in accordance with SUDAS requirements. Intersection jointing layout shall be submitted to the Engineer for approval at least 5 days prior to pavement placement.
4. **BID ITEM "EXCAVATION, CLASS 10, IMPORTED":** The estimated quantity of 5,000 CY of earth material needed for embankment construction may come from the nearby existing spoil piles shown as 'belonging to others' on Sheet C1.20. If it is determined that more material will be needed, it would have to come from another source.
5. **GRANULAR STABILIZATION MATERIAL:** Iowa DOT Modified Macadam crushed stone, or Iowa DOT Class A Road Stone, are acceptable alternatives to that specified. Modified Macadam is Macadam Crushed Stone with the fines left in.
6. **STORM SEWER OUTLETS:** There are no curb-walls or apron guards planned for the storm sewer outlets.

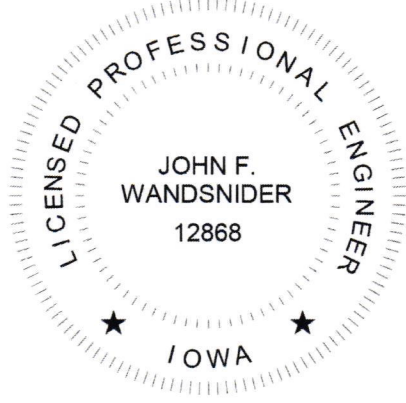
ADDENDUM 2

Field of Dreams Movie Site Roadway – Paving and Drainage 2025

Page 2 of 2

7. **ARPA COMPLIANCE ATTACHMENT:** The 5-page ARPA Compliance document included with the Proposal in the bid documents is not needed as an attachment to the Proposal.
8. **PROJECT COMPLETION TIME:** The contractor shall fully complete the project in (no later than) 90 calendar days following notice to proceed. There is a location in the bid documents where a different time is incorrectly indicated.
9. **CONSTRUCTION SURVEY:** Construction survey shall be provided by the City of Dyersville's consultant, Origin Design of Dubuque, Iowa.
10. **SUBLETTING OR ASSIGNMENT OF CONTRACT:** As provided in Section 1080, Article 1.01 of SUDAS Specifications, the Contractor shall perform, with its own organization and forces, work amounting to no less than 30% of the total contract cost, with given exceptions.
11. **END-OF-PROJECT LOCATION:** Following award of the contract, the Owner will determine whether the pavement 'end-of-project' location will be adjusted - either lengthened or shortened - based on the bid prices relative to the estimated prices. If an adjustment is to be made, the Owner will compute the changes to the estimated project quantities for all items affected by the adjustment, and a change order will be executed, documenting the changes.
12. **ADDITIONAL INSURED:** Dyersville Events, Inc. shall be designated as an additional insured on this Contract.
13. **MOBILIZATION, MEASUREMENT AND PAYMENT:** Payment will be made once, for the item, Mobilization. There will not be additional payments made for additional mobilizations.

It is required to acknowledge this addendum on the Bid Proposal Form.

	<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 THE CITY OF DYERSVILLE,</p>
	<p><i>John F. Wandsnider</i> <i>2/21/25</i></p> <p>John F. Wandsnider, P.E. Date</p> <p>License Number: P12868</p> <p>My license renewal date is December 31, 2025</p> <p>Pages or sheets covered by this seal: Addendum No. 2</p>

PROPOSAL ATTACHMENT: PART C

Project Name: FIELD OF DREAMS MOVIE SITE
ROADWAY - PAVING AND DRAINAGE 2025**REVISED BID SCHEDULE**

Note: Bids shall exclude sales tax and all other applicable taxes and fees

SAM.GOV ID No. _____

No.	Item Code	Item Description	Quantity	Unit Price	Total Price
1	2010, 1.08, D, 1	Topsoil, On-site, 6-inch Thickness	4,500 CY		
2	2010, 1.08, E	Excavation, Class 10, On-Site	1,000 CY		
3	2010, 1.08, E	Excavation, Class 10, Imported	5,000 CY		
4	2010, 1.08, G	Subgrade Preparation	13,200 SY		
5	2010, 1.08, H	Granular Stabilization	200 TON		
6	2010, 1.08, J	Modified Subbase, 6-inch	13,200 SY		
7	2010, 1.08, M	Compaction Testing	1 LS		
8	3010, 1.08, D	Replacement of Unsuitable Backfill Material	310 LF		
9	3010, 1.08, F	Trench Compaction Testing	1 LS		
10	4020, 1.08, A, 1	Storm Sewer, Trenched, RCP Class III, Rubber O-Ring, 18-inch	650 LF		
11	4020, 1.08, A, 1	Storm Sewer, Trenched, RCP Class III, Rubber O-Ring, 15-inch	192 LF		
12	4020, 1.08, A, 1	Storm Sewer, Trenched, HDPE, 18-inch	20 LF		
13	4030, 1.08, B	Pipe Apron, RCP Class III, Rubber O-Ring, 18-inch	7 EA		
14	4030, 1.08, B	Pipe Apron, RCP Class III, Rubber O-Ring, 15-inch	6 EA		
15	6010, 1.08, A	Manhole, SW-401, 48-inch, w Steps	2 EA		
16	7010, 1.08, A	Pavement, PCC, 8-inch, Class C, Max. 15% SCM	7,870 SY		
17	7010, 1.08, A	Pavement, PCC, 7-inch, Class C, Max. 15% SCM	3,660 SY		
18	7010, 1.08, I	PCC Pavement Samples and Testing	1 LS		
19	8030, 1.08, A	Temporary Traffic Control	1 LS		
20	9010, 1.08, A	Seeding, Fertilizing, and Mulching, Type 1	6 AC		
21	9040, 1.08, A, 2	SWPPP Management	1 LS		
22	9040, 1.08, J	Erosion Stone	45 TON		
23	9040, 1.08, N, 1	Silt Fence or Silt Fence Ditch Check	4,200 LF		
24	9040, 1.08, N, 2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	5 EA		
25	9040, 1.08, N, 3	Silt Fence or Silt Fence Ditch Check, Removal of Device	4,200 LF		
26	9040, 1.08, O, 1	Stabilized Construction Exit, 1' Thick, 6-inch Diam.	1 LS		
27	11,020 1.08, A	Mobilization	1 LS		
28	11,050, 1.08, A	Concrete Washout	1 LS		

This Bid Schedule accompanies the Proposal of (Bidders Name): _____

City of Dyersville

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

Treasurer's Report

January, 2025

Bank balance	Petty Cash	General Checking	Community Savings Bank	Flex Spending Savings	Fidelity Bank HRA Checking	Fidelity Bank Police Forfeiture	Library Trust	TOTAL
Account #'s	001-1-100	001-1-102 1-103	001-1-1105	001-1-112	001-1-1140	128-1-1104	002-1-110	
Balance per bank (Ending Balance)	\$ 100.00	\$ 3,197,168.86	\$ 99,354.16	\$ 5,768.68	\$ 5,976.20	\$ 4,098.65	\$ 111,557.97	\$ 3,424,024.52
Outstanding Deposits		\$ 1,300.50						\$ 1,300.50
Outstanding Other		\$ (30,949.28)						\$ (30,949.28)
Adjustment		\$ (1,028.89)		\$ 138.70			\$ (22.01)	\$ (912.20)
Outstanding Checks		\$ (1,628.96)						\$ (1,628.96)
BANK BALANCE	\$ 100.00	\$ 3,164,862.23	\$ 99,354.16	\$ 5,907.38	\$ 5,976.20	\$ 4,098.65	\$ 111,535.96	\$ 3,391,834.58
Difference Bank / Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund:								
001 - General		\$ 148,772.30	\$ 72,349.13	\$ 16,285.90	\$ 5,976.20			\$ 243,383.53
002 - Library Trust		\$ (14,831.64)					\$ 111,535.96	\$ 96,704.32
110 - Road Use Tax		\$ 474,273.58		\$ (2,056.37)				\$ 472,217.21
112 - Trust & Agency		\$ 52,136.00						\$ 52,136.00
121 - Local Option Tax Reserve		\$ 1,051,631.73	\$ 27,005.03					\$ 1,078,636.76
128 - CDBG / Flood		\$ (574,386.51)				\$ 4,098.65		\$ (570,287.86)
135 - Dyersville TIF District		\$ 4,303,581.79						\$ 4,303,581.79
200 - Debt Service		\$ 1,362,851.12						\$ 1,362,851.12
301 - Capital Improvements		\$ (2,634,638.65)						\$ (2,634,638.65)
600 - Water	\$ 100.00	\$ (1,625,295.66)		\$ (2,513.53)				\$ (1,627,709.19)
601 - Water Sinking Fund		\$ 1,147,685.73						\$ 1,147,685.73
602 - Water Capital		\$ 126,873.37						\$ 126,873.37
610 - Sewer		\$ 2,345,062.20		\$ (3,986.86)				\$ 2,341,075.34
611 - Sewer Sinking		\$ (1,137,007.03)						\$ (1,137,007.03)
612 - Sewer Capital		\$ (1,768,087.08)						\$ (1,768,087.08)
670 - Solid Waste		\$ (93,759.02)		\$ (1,821.76)				\$ (95,580.78)
FUND BALANCE	\$ 100.00	\$ 3,164,862.23	\$ 99,354.16	\$ 5,907.38	\$ 5,976.20	\$ 4,098.65	\$ 111,535.96	\$ 3,391,834.58



Dyersville, IA

Bank Statement Register

Item 14.

POOLED CASH-FIDELITY

Period 1/1/2025 - 1/31/2025

Packet: BRPKT00221

Bank Statement

General Ledger

Beginning Balance	3,161,333.36	Account Balance	3,069,449.52
Plus Debits	526,063.60	Less Outstanding Debits	1,676.53
Less Credits	586,669.70	Plus Outstanding Credits	32,954.27
Adjustments	0.00	Adjustments	0.00
Ending Balance	3,100,727.26	Adjusted Account Balance	3,100,727.26

Statement Ending Balance 3,100,727.26

Bank Difference 0.00

General Ledger Difference 0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

999-1-1030-000

POOLED CASH-FIDELITY

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
12/30/2024	DEP0008070	001107 Insite	Mastercard -	CLPKT01858 BG:OP	276.76
12/31/2024	DEP0008073	001108 Insite	Mastercard -	CLPKT01859 BG:OP	217.42
12/31/2024	DEP0008076	001109 Insite	Mastercard -	CLPKT01860 BG:OP	108.19
12/31/2024	DEP0008076	001108 Insite	Mastercard -	CLPKT01860 BG:OP	393.85
12/31/2024	DEP0008076			CLPKT01860 BG:Credit Card	400.00
12/31/2024	DEP0008079			CLPKT01861 BG:Credit Card	400.00
01/02/2025	DEP0008088	000542 Point Of Sale	Open Edge	CLPKT01862 BG:Credit Card	130.17
01/02/2025	DEP0008088	001109 Insite	Visa - Insite	CLPKT01862 BG:OP	262.48
01/02/2025	DEP0008088			CLPKT01862 BG:Daily Deposit	4,693.80
01/02/2025	DEP0008088	000541 Point Of Sale	Open Edge	CLPKT01862 BG:Credit Card	10.00
01/02/2025	DEP0008088	001110 Insite	Visa - Insite	CLPKT01862 BG:OP	959.75
01/03/2025	DEP0008095	001111 Insite	Mastercard -	CLPKT01864 BG:OP	1,288.32
01/03/2025	DEP0008095	001110 Insite	Visa - Insite	CLPKT01864 BG:OP	1,194.70
01/03/2025	DEP0008095	000543 Point Of Sale	Open Edge	CLPKT01864 BG:Credit Card	300.00
01/03/2025	DEP0008095			CLPKT01864 BG:Daily Deposit	997.50
01/06/2025	DEP0008098	000543 Point Of Sale	Open Edge	CLPKT01865 BG:Credit Card	216.38
01/06/2025	DEP0008098	001111 Insite	Mastercard -	CLPKT01865 BG:OP	465.11
01/06/2025	DEP0008098	000544 Point Of Sale	Open Edge	CLPKT01865 BG:Credit Card	36.00
01/06/2025	DEP0008098	001113 Insite	Mastercard -	CLPKT01865 BG:OP	1,220.63
01/06/2025	DEP0008098	001112 Insite	Mastercard -	CLPKT01865 BG:OP	438.90
01/06/2025	DEP0008098	001114 Insite	Mastercard -	CLPKT01865 BG:OP	493.42
01/06/2025	DEP0008098			CLPKT01865 BG:Daily Deposit	4,950.20
01/07/2025	DEP0008101	000544 Point Of Sale	Open Edge	CLPKT01866 BG:Credit Card	250.00
01/07/2025	DEP0008101	001115 Insite	AmericanExpr	CLPKT01866 BG:OP	678.34
01/07/2025	DEP0008101	001114 Insite	Mastercard -	CLPKT01866 BG:OP	590.92

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
01/07/2025	DEP0008101			CLPKT01866 BG:Daily Deposit	9,843.79
01/08/2025	DEP0008107			CLPKT01867 BG:Daily Deposit	4,849.82
01/08/2025	DEP0008107	000545 Point Of Sale	Open Edge	CLPKT01867 BG:Credit Card	34.60
01/08/2025	DEP0008107	001115 Insite	Discover - Ins	CLPKT01867 BG:OP	924.51
01/08/2025	DEP0008107	001116 Insite	Mastercard -	CLPKT01867 BG:OP	581.42
01/09/2025	DEP0008110	001116 Insite	Visa - Insite	CLPKT01868 BG:OP	603.58
01/09/2025	DEP0008110			CLPKT01868 BG:Credit Card	200.00
01/09/2025	DEP0008110			CLPKT01868 BG:Daily Deposit	3,641.50
01/09/2025	DEP0008110	001117 Insite	Mastercard -	CLPKT01868 BG:OP	299.19
01/10/2025	DEP0008116	000546 Point Of Sale	Open Edge	CLPKT01869 BG:Credit Card	212.21
01/10/2025	DEP0008116			CLPKT01869 BG:Daily Deposit	5,064.02
01/10/2025	DEP0008116	001118 Insite	Mastercard -	CLPKT01869 BG:OP	2,147.20
01/10/2025	DEP0008116	001117 Insite	Mastercard -	CLPKT01869 BG:OP	181.85
01/13/2025	DEP0008119			CLPKT01870 BG:Daily Deposit	11,559.03
01/13/2025	DEP0008119	001120 Insite	Discover - Ins	CLPKT01870 BG:OP	883.19
01/13/2025	DEP0008119	001118 Insite	Visa - Insite	CLPKT01870 BG:OP	289.32
01/13/2025	DEP0008119			CLPKT01870 BG:State of Iowa	373.67
01/13/2025	DEP0008119	001119 Insite	Mastercard -	CLPKT01870 BG:OP	207.04
01/14/2025	DEP0008122	001122 Insite	Mastercard -	CLPKT01871 BG:OP	124.72
01/14/2025	DEP0008122	001121 Insite	Mastercard -	CLPKT01871 BG:OP	401.68
01/14/2025	DEP0008122	000547 Point Of Sale	Open Edge	CLPKT01871 BG:Credit Card	282.45
01/14/2025	DEP0008122			CLPKT01871 BG:Daily Deposit	7,550.37
01/15/2025	DEP0008125	001122 Insite	Mastercard -	CLPKT01872 BG:OP	333.72
01/15/2025	DEP0008125	001123 Insite	Mastercard -	CLPKT01872 BG:OP	60.16
01/15/2025	DEP0008125	001124 Insite	Mastercard -	CLPKT01872 BG:OP	1,954.74
01/15/2025	DEP0008125			CLPKT01872 BG:Daily Deposit	6,245.43
01/15/2025	DEP0008125	000548 Point Of Sale	Open Edge	CLPKT01872 BG:Credit Card	214.85
01/16/2025	DEP0008131			CLPKT01874 BG:Daily Deposit	11,081.43
01/16/2025	DEP0008131	000548 Point Of Sale	Open Edge	CLPKT01874 BG:Credit Card	124.72
01/16/2025	DEP0008131	001125 Insite	Visa - Insite	CLPKT01874 BG:OP	646.14
01/16/2025	DEP0008131	001124 Insite	Mastercard -	CLPKT01874 BG:OP	459.57
01/16/2025	DEP0008134			Utility Reverse Payment Packet UBPKT0	-220.00
01/17/2025	DEP0008141	001126 Insite	Mastercard -	CLPKT01875 BG:OP	720.36
01/17/2025	DEP0008141	000549 Point Of Sale	Open Edge	CLPKT01875 BG:Credit Card	161.73
01/17/2025	DEP0008141			CLPKT01875 BG:Daily Deposit	6,952.04
01/17/2025	DEP0008141	001125 Insite	Mastercard -	CLPKT01875 BG:OP	72.23
01/20/2025	DEP0008138	001127 Insite	Mastercard -	CLPKT01876 BG:OP	680.75
01/20/2025	DEP0008138	001128 Insite	Mastercard -	CLPKT01876 BG:OP	599.61
01/20/2025	DEP0008138	001126 Insite	Visa - Insite	CLPKT01876 BG:OP	34.60
01/20/2025	DEP0008138			CLPKT01876 BG:Daily Deposit	9,227.45
01/20/2025	DEP0008138	000549 Point Of Sale	Open Edge	CLPKT01876 BG:Credit Card	159.32
01/20/2025	DEP0008138	001129 Insite	Mastercard -	CLPKT01876 BG:OP	2,287.50
01/21/2025	DEP0008144	000550 Point Of Sale	Open Edge	CLPKT01877 BG:Credit Card	124.72
01/21/2025	DEP0008144	001129 Insite	Mastercard -	CLPKT01877 BG:OP	1,944.40
01/21/2025	DEP0008144	001130 Insite	Mastercard -	CLPKT01877 BG:OP	369.26

Cleared Deposits

Item 14.

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
01/21/2025	DEP0008144			CLPKT01877 BG:Daily Deposit	18,787.92
01/21/2025	DEP0008146			ACH Draft Packet UBPKT02165	138,653.30
01/22/2025	DEP0008152	000551 Point Of Sale	Open Edge	CLPKT01878 BG:Credit Card	175.79
01/22/2025	DEP0008152			CLPKT01878 BG:Daily Deposit	1,484.85
01/22/2025	DEP0008152	001131 Insite	Mastercard -	CLPKT01878 BG:OP	119.22
01/22/2025	DEP0008152	001130 Insite	Visa - Insite	CLPKT01878 BG:OP	895.89
01/23/2025	DEP0008155	000551 Point Of Sale	Open Edge	CLPKT01879 BG:Credit Card	190.91
01/23/2025	DEP0008155	001131 Insite	Visa - Insite	CLPKT01879 BG:OP	194.50
01/23/2025	DEP0008155			CLPKT01879 BG:Daily Deposit	881.69
01/23/2025	DEP0008155	001132 Insite	Mastercard -	CLPKT01879 BG:OP	109.22
01/23/2025	DEP0008155	001133 Insite	Mastercard -	CLPKT01879 BG:OP	365.92
01/23/2025	DEP0008158			Utility Reverse Payment Packet UBPKT0	-339.58
01/24/2025	DEP0008164	001134 Insite	Mastercard -	CLPKT01880 BG:OP	673.75
01/24/2025	DEP0008164	001133 Insite	Mastercard -	CLPKT01880 BG:OP	324.58
01/24/2025	DEP0008164	000553 Point Of Sale	Open Edge	CLPKT01880 BG:Credit Card	10.00
01/24/2025	DEP0008164	000552 Point Of Sale	Open Edge	CLPKT01880 BG:Credit Card	6.00
01/24/2025	DEP0008164			CLPKT01880 BG:Daily Deposit	1,219.37
01/27/2025	DEP0008167	001135 Insite	Mastercard -	CLPKT01881 BG:OP	82.45
01/27/2025	DEP0008167	001136 Insite	Mastercard -	CLPKT01881 BG:OP	63.13
01/27/2025	DEP0008167	001134 Insite	Visa - Insite	CLPKT01881 BG:OP	69.13
01/27/2025	DEP0008167			CLPKT01881 BG:Daily Deposit	6,778.21
01/28/2025	DEP0008173			CLPKT01882 BG:Credit Card	200.00
01/28/2025	DEP0008173	001137 Insite	Mastercard -	CLPKT01882 BG:OP	415.61
01/28/2025	DEP0008173			CLPKT01882 BG:Daily Deposit	1,319.86
01/29/2025	DEP0008177	001139 Insite	Mastercard -	CLPKT01883 BG:OP	83.77
01/29/2025	DEP0008177			CLPKT01883 BG:Daily Deposit	1,258.22
01/30/2025	DEP0008180	000554 Point Of Sale	Open Edge	CLPKT01884 BG:Credit Card	153.26
01/30/2025	DEP0008180			CLPKT01884 BG:Daily Deposit	465.51
01/31/2025	DEP0008183			CLPKT01885 BG:Daily Deposit	1,494.25
01/31/2025	DEP0008259			CLPKT01903 BG:Dubuque Cnty Treasur	12,332.95
01/31/2025	DEP0008259			CLPKT01903 BG:State of Iowa	185,430.31
01/31/2025	DEP0008259			CLPKT01903 BG:Daily Deposit	8,643.92
01/31/2025	DEP0008259			CLPKT01903 BG:ACH Franchise Fee	12,237.26
01/31/2025	DEP0008259			CLPKT01903 BG:Delaware Cnty Treasu	6,648.49
Total Cleared Deposits (104)					516,892.39

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
10/08/2024	22330	Check	Diana Ollendick	-104.82
11/05/2024	22355	Check	Will Mooney	-118.78
12/16/2024	22389	Check	INTERNATIONAL INSTITUTE MUNICIPAL CL	-195.00
12/17/2024	22394	Check	Dylan Kollasch	-99.25
12/17/2024	22395	Check	Jimmy Lopez Delgado	-126.72

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
01/02/2025	22398	Check	POSTMASTER	-852.32
01/06/2025	22399	Check	ALLIANT ENERGY	-11,037.44
01/06/2025	22400	Check	MAQUOKETA VALLEY ELECTRIC COOP	-8,070.48
01/06/2025	22401	Check	WINDSTREAM	-416.75
01/06/2025	22402	Check	XTREAM / MEDIACOM	-123.59
01/07/2025	22403	Check	Dylan Kollasch	-34.60
01/07/2025	22404	Check	Sheryl Wilhelm	-34.60
01/07/2025	22407	Check	Isabelle Greve	-154.32
01/07/2025	22408	Check	Kylie Willenbring	-159.85
01/07/2025	22409	Check	Hannah McGrath	-104.32
01/07/2025	22410	Check	Camie Lee Pederson	-40.60
01/20/2025	22411	Check	ALLIANT ENERGY	-6,764.54
01/20/2025	22412	Check	AMAZON	-1,630.36
01/20/2025	22413	Check	BLACK HILLS ENERGY	-3,406.25
01/20/2025	22414	Check	CENGAGE LEARNING	-259.93
01/20/2025	22415	Check	EMC INSURANCE COMPANIES	-250.00
01/20/2025	22416	Check	MAQUOKETA VALLEY ELECTRIC COOP	-5,183.04
01/20/2025	22418	Check	XTREAM / MEDIACOM	-125.43
01/24/2025	22420	Check	VICTORY FORD	-36,740.08
Total Cleared Checks (24)				-76,033.07

Cleared Other

Item Date	Reference	Item Type	Description	Amount
12/06/2024	DFT0003406	Bank Draft	IPERS	-3,427.86
12/06/2024	DFT0003407	Bank Draft	IPERS	-2,167.25
12/06/2024	DFT0003408	Bank Draft	TREASURER STATE OF IOWA	-1,277.91
12/06/2024	DFT0003412	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.92
12/13/2024	DFT0003418	Bank Draft	IPERS	-3,442.44
12/13/2024	DFT0003419	Bank Draft	IPERS	-1,624.69
12/13/2024	DFT0003420	Bank Draft	TREASURER STATE OF IOWA	-1,061.03
12/13/2024	DFT0003424	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.92
12/20/2024	DFT0003430	Bank Draft	IPERS	-3,477.03
12/20/2024	DFT0003431	Bank Draft	IPERS	-1,694.67
12/20/2024	DFT0003432	Bank Draft	IPERS	-75.52
12/20/2024	DFT0003433	Bank Draft	TREASURER STATE OF IOWA	-1,681.68
12/20/2024	DFT0003437	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.92
12/27/2024	DFT0003441	Bank Draft	IPERS	-3,625.19
12/27/2024	DFT0003442	Bank Draft	IPERS	-1,613.64
12/27/2024	DFT0003443	Bank Draft	TREASURER STATE OF IOWA	-1,085.73
12/27/2024	DFT0003447	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.92
01/03/2025	Insurance	Miscellaneous	WELLMARK DENTAL INSURANCE	-1,520.74
01/03/2025	DFT0003448	Bank Draft	EMPOWER	-850.00
01/03/2025	DFT0003449	Bank Draft	MIDWESTONE BANK	-104.00

Item Date	Reference	Item Type	Description	Amount
01/03/2025	DFT0003450	Bank Draft	MIDWESTONE BANK	-459.25
01/03/2025	DFT0003454	Bank Draft	FIDELITY BANK & TRUST	-4,512.62
01/03/2025	DFT0003455	Bank Draft	FIDELITY BANK & TRUST	-3,435.63
01/03/2025	DFT0003456	Bank Draft	FIDELITY BANK & TRUST	-1,059.88
01/03/2025	EFT0000199	EFT	Payroll EFT	-26,580.55
01/06/2025	APA006750	AP Automation	ACCESS SYSTEMS	-80.06
01/06/2025	APA006751	AP Automation	ACE HARDWARE	-118.83
01/06/2025	APA006752	AP Automation	BAHL, KATHY	-100.00
01/06/2025	APA006753	AP Automation	BI-COUNTY DISPOSAL INC	-27,070.00
01/06/2025	APA006754	AP Automation	BIG WHEELS REPAIR LLC	-1,339.47
01/06/2025	APA006755	AP Automation	BLUE PATH FINANCE INC	-1,995.63
01/06/2025	APA006756	AP Automation	BONERT, GAIL	-100.00
01/06/2025	APA006757	AP Automation	CAPITAL SANITARY SUPPLY	-35.16
01/06/2025	APA006758	AP Automation	CARQUEST AUTO PARTS	-35.77
01/06/2025	APA006759	AP Automation	CHEMSEARCH	-133.47
01/06/2025	APA006760	AP Automation	CLEMEN, MARY JANE	-100.00
01/06/2025	APA006761	AP Automation	COMMUNICATIONS ENGINEERING COMPAN	-17,312.34
01/06/2025	APA006762	AP Automation	COMPUTER DOCTORS INC	-562.00
01/06/2025	APA006763	AP Automation	CRESCENT ELECTRIC SUPPLY	-5,458.79
01/06/2025	APA006764	AP Automation	DUBUQUE HUMANE SOCIETY	-90.00
01/06/2025	APA006765	AP Automation	DYERSVILLE RED JACKETS	-840.00
01/06/2025	APA006766	AP Automation	ELECTRIC PUMP	-6,915.74
01/06/2025	APA006767	AP Automation	EXVORTE ENGINEERING	-1,612.50
01/06/2025	APA006768	AP Automation	FANGMAN, LINDA	-100.00
01/06/2025	APA006769	AP Automation	GIANT WASH	-150.40
01/06/2025	APA006770	AP Automation	HAWKINS WATER TREATMENT	-338.75
01/06/2025	APA006771	AP Automation	HDR ENGINEERING INC	-11,060.00
01/06/2025	APA006772	AP Automation	HEARTLAND BUSINESS SYSTEMS LLC	-292.50
01/06/2025	APA006773	AP Automation	HERBERS, TIM	-125.85
01/06/2025	APA006774	AP Automation	J & J LAWN CARE	-6,145.00
01/06/2025	APA006775	AP Automation	J & R SUPPLY	-10.00
01/06/2025	APA006776	AP Automation	JCDUB LLC	-3,399.93
01/06/2025	APA006777	AP Automation	JOHN DEERE FINANCIAL	-445.97
01/06/2025	APA006778	AP Automation	LANSING LIME AND ROCK	-180.00
01/06/2025	APA006779	AP Automation	LUECK, TANNER	-150.00
01/06/2025	APA006780	AP Automation	MENKE, TERRY	-150.00
01/06/2025	APA006781	AP Automation	MICROBAC LABORATORIES	-1,505.50
01/06/2025	APA006782	AP Automation	MM MECHANICAL	-2,169.30
01/06/2025	APA006783	AP Automation	MORTON SALT INC	-11,678.55
01/06/2025	APA006784	AP Automation	MUNICIPAL EMERGENCY SERVICES	-507.67
01/06/2025	APA006785	AP Automation	NAVISTAR BMO HARRIS BANK	-7,766.76
01/06/2025	APA006786	AP Automation	OBERBROECKLING, SANDY	-30.00
01/06/2025	APA006787	AP Automation	PANTON, LORI	-30.00
01/06/2025	APA006788	AP Automation	POMP'S TIRE SERVICE	-1,455.16
01/06/2025	APA006789	AP Automation	POPS INC	-400.00

Item Date	Reference	Item Type	Description	Amount
01/06/2025	APA006790	AP Automation	PREFERRED HEALTH CHOICES LLC	-90.00
01/06/2025	APA006791	AP Automation	PRIER AUTO	-7,055.05
01/06/2025	APA006792	AP Automation	QUILL CORPORATION	-120.44
01/06/2025	APA006793	AP Automation	RACOM CORPORATION	-2,509.20
01/06/2025	APA006794	AP Automation	RECKER, TERRY	-150.00
01/06/2025	APA006795	AP Automation	REICHER, JOE	-150.00
01/06/2025	APA006796	AP Automation	RELIANCE STANDARD	-758.88
01/06/2025	APA006797	AP Automation	RICK'S LAWN MOWING & SNOW REMOVAL	-4,635.25
01/06/2025	APA006798	AP Automation	SCHERBRING, JILL	-100.00
01/06/2025	APA006799	AP Automation	SCHNEIDER LAND SURVEYING & PLANNING	-3,540.00
01/06/2025	APA006800	AP Automation	SERVPRO OF DUBUQUE	-918.21
01/06/2025	APA006801	AP Automation	SIMMERING-CORY IOWA CODIFICATION	-523.00
01/06/2025	APA006802	AP Automation	SPAHN & ROSE LUMBER CO	-63.55
01/06/2025	APA006803	AP Automation	SPEER FINANCIAL	-400.00
01/06/2025	APA006804	AP Automation	TAPKE, KAREN	-100.00
01/06/2025	APA006805	AP Automation	TJ CLEANING SERVICES	-1,450.00
01/06/2025	APA006806	AP Automation	TOYNE INC	-192.17
01/06/2025	APA006807	AP Automation	USA BLUE BOOK	-130.45
01/06/2025	APA006808	AP Automation	VERIZON WIRELESS	-948.44
01/06/2025	APA006809	AP Automation	VESSCO INC	-40,679.14
01/09/2025	DFT0003470	Bank Draft	TREASURER STATE OF IOWA	-17.96
01/10/2025	Insurance	Miscellaneous	MEDICAL ASSOCIATES HEALTH PLAN	-29,331.95
01/10/2025	DFT0003460	Bank Draft	EMPOWER	-850.00
01/10/2025	DFT0003461	Bank Draft	MIDWESTONE BANK	-104.00
01/10/2025	DFT0003462	Bank Draft	MIDWESTONE BANK	-459.25
01/10/2025	DFT0003466	Bank Draft	FIDELITY BANK & TRUST	-4,053.94
01/10/2025	DFT0003467	Bank Draft	FIDELITY BANK & TRUST	-2,954.25
01/10/2025	DFT0003468	Bank Draft	FIDELITY BANK & TRUST	-952.54
01/10/2025	EFT0000200	EFT	Payroll EFT	-23,438.78
01/13/2025	S.U.I.	Miscellaneous	4TH QTR S.U.I.	-49.51
01/16/2025	DFT0003482	Bank Draft	TREASURER STATE OF IOWA	-37.99
01/17/2025	DFT0003472	Bank Draft	EMPOWER	-850.00
01/17/2025	DFT0003473	Bank Draft	MIDWESTONE BANK	-104.00
01/17/2025	DFT0003474	Bank Draft	MIDWESTONE BANK	-459.25
01/17/2025	DFT0003478	Bank Draft	FIDELITY BANK & TRUST	-3,668.18
01/17/2025	DFT0003479	Bank Draft	FIDELITY BANK & TRUST	-2,547.47
01/17/2025	DFT0003480	Bank Draft	FIDELITY BANK & TRUST	-862.32
01/17/2025	EFT0000201	EFT	Payroll EFT	-21,259.89
01/20/2025	APA006810	AP Automation	ACCESS SYSTEMS	-475.04
01/20/2025	APA006811	AP Automation	ACCESS SYSTEMS	-10.99
01/20/2025	APA006812	AP Automation	ACE HARDWARE	-29.70
01/20/2025	APA006813	AP Automation	AIRESPRING	-342.17
01/20/2025	APA006814	AP Automation	AMERICAN LEGION POST 137	-180.00
01/20/2025	APA006815	AP Automation	APPLIANCE PLUS INC	-3,804.98
01/20/2025	APA006816	AP Automation	BAKER & TAYLOR BOOKS	-626.22

Item Date	Reference	Item Type	Description	Amount
01/20/2025	APA006817	AP Automation	BERGAN KDV	-28,000.00
01/20/2025	APA006818	AP Automation	BLACKSTONE PUBLISHING	-108.38
01/20/2025	APA006819	AP Automation	CARQUEST AUTO PARTS	-152.26
01/20/2025	APA006820	AP Automation	CENTER POINT PUBLISHING	-133.10
01/20/2025	APA006821	AP Automation	COLLABORATIVE SUMMER LIBRARY PROGR	-39.95
01/20/2025	APA006822	AP Automation	CRESCENT ELECTRIC SUPPLY	-3,444.83
01/20/2025	APA006823	AP Automation	DAKOTA SUPPLY GROUP	-639.89
01/20/2025	APA006824	AP Automation	DEMCO EDUCATIONAL CORP	-200.30
01/20/2025	APA006825	AP Automation	DUBUQUE HUMANE SOCIETY	-90.00
01/20/2025	APA006826	AP Automation	DYERSVILLE COMMERCIAL	-671.11
01/20/2025	APA006827	AP Automation	ELEMECH INC	-1,500.00
01/20/2025	APA006828	AP Automation	FAREWAY STORES INC	-28.95
01/20/2025	APA006829	AP Automation	FERGUSON WATERWORKS #2516	-2,363.12
01/20/2025	APA006830	AP Automation	FIRE SERVICE TRAINING BUREAU	-50.00
01/20/2025	APA006831	AP Automation	FL KRAPFL INC	-3,018.30
01/20/2025	APA006832	AP Automation	GIANT WASH	-79.70
01/20/2025	APA006833	AP Automation	HANSEL CLEANING SERVICES LLC	-2,050.00
01/20/2025	APA006834	AP Automation	HAWKINS WATER TREATMENT	-3,801.63
01/20/2025	APA006835	AP Automation	HDR ENGINEERING INC	-16,590.00
01/20/2025	APA006836	AP Automation	HERITAGE PRINTING CO	-46.00
01/20/2025	APA006837	AP Automation	HOOPLA BY MIDWEST TAPE	-566.57
01/20/2025	APA006838	AP Automation	IMON COMMUNICATIONS LLC	-1,005.00
01/20/2025	APA006839	AP Automation	INGRAM LIBRARY SERVICES	-826.32
01/20/2025	APA006840	AP Automation	IOWA ASSOCIATION OF MUNICIPAL UTILIT	-3,939.66
01/20/2025	APA006841	AP Automation	IOWA CITY/COUNTY MANAGEMENT ASSN	-150.00
01/20/2025	APA006842	AP Automation	IOWA LIBRARY ASSOCIATION	-151.00
01/20/2025	APA006843	AP Automation	IOWA LIBRARY ASSOCIATION	-300.00
01/20/2025	APA006844	AP Automation	IOWA PARKS & RECREATION ASSOCIATIO	-185.00
01/20/2025	APA006845	AP Automation	J & L LUMBER	-227.18
01/20/2025	APA006846	AP Automation	JAY THIER PAINTING	-3,980.00
01/20/2025	APA006847	AP Automation	JOHN DEERE FINANCIAL	-338.31
01/20/2025	APA006848	AP Automation	KANOPY INC	-27.00
01/20/2025	APA006849	AP Automation	KLUESNER FORESTRY SERVICES LLC	-1,050.00
01/20/2025	APA006850	AP Automation	MI T M EQUIPMENT	-290.00
01/20/2025	APA006851	AP Automation	MIDWEST PATCH / HI VIZ SAFETY	-210.00
01/20/2025	APA006852	AP Automation	MM MECHANICAL	-200.58
01/20/2025	APA006853	AP Automation	MR LOCK & KEY	-60.00
01/20/2025	APA006854	AP Automation	NEUHAUS, MARY	-125.00
01/20/2025	APA006855	AP Automation	NICKOL, MARK	-100.00
01/20/2025	APA006856	AP Automation	PARTS AUTHORITY	-111.19
01/20/2025	APA006857	AP Automation	POLYDYNE INC	-3,074.04
01/20/2025	APA006858	AP Automation	QUILL CORPORATION	-23.19
01/20/2025	APA006859	AP Automation	SCHINDLER ELEVATOR CORPORATION	-4,100.81
01/20/2025	APA006860	AP Automation	SCHNEIDER LAND SURVEYING & PLANNING	-1,572.00
01/20/2025	APA006861	AP Automation	SCHRANDT, DAWN	-15.51

Item Date	Reference	Item Type	Description	Amount
01/20/2025	APA006862	AP Automation	SPAHN & ROSE LUMBER CO	-55.86
01/20/2025	APA006863	AP Automation	STREICHER'S	-760.00
01/20/2025	APA006864	AP Automation	TAUKE MOTORS	-33.48
01/20/2025	APA006865	AP Automation	TJ CLEANING SERVICES	-525.00
01/20/2025	APA006866	AP Automation	US BANCORP	-9,410.06
01/20/2025	APA006867	AP Automation	VONDERHAAR, SHIRLEY	-1,441.95
01/20/2025	APA006868	AP Automation	WHKS & CO	-342.56
01/20/2025	DFT0003458	Bank Draft	TREASURER STATE OF IOWA	-5,053.70
01/20/2025	DFT0003459	Bank Draft	TREASURER STATE OF IOWA	-2,568.10
01/21/2025	DFT0003471	Bank Draft	WEX BANK	-4,265.86
01/24/2025	DFT0003483	Bank Draft	VISA	-1,029.28
01/24/2025	DFT0003484	Bank Draft	EMPOWER	-850.00
01/24/2025	DFT0003485	Bank Draft	MIDWESTONE BANK	-104.00
01/24/2025	DFT0003486	Bank Draft	MIDWESTONE BANK	-459.25
01/24/2025	DFT0003490	Bank Draft	FIDELITY BANK & TRUST	-3,720.14
01/24/2025	DFT0003491	Bank Draft	FIDELITY BANK & TRUST	-2,618.07
01/24/2025	DFT0003492	Bank Draft	FIDELITY BANK & TRUST	-874.50
01/24/2025	EFT0000202	EFT	Payroll EFT	-21,537.45
01/31/2025	Interest	Interest	INTEREST	4,673.35
01/31/2025	Transfer	Miscellaneous	Library Trust Transfer	3,938.28
01/31/2025	DFT0003498	Bank Draft	FIDELITY BANK & TRUST	-3,827.14
01/31/2025	DFT0003499	Bank Draft	FIDELITY BANK & TRUST	-2,704.30
01/31/2025	DFT0003500	Bank Draft	FIDELITY BANK & TRUST	-899.52
01/31/2025	EFT0000203	EFT	Payroll EFT	-22,248.70
Total Cleared Other (179)				-501,465.42

Outstanding Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
02/28/2023	DEP0005791			CLPKT01341 BG:Credit Card	562.09
01/30/2025	DEP0008180	001140 Insite	Visa - Insite	CLPKT01884 BG:OP	198.32
01/31/2025	DEP0008183			CLPKT01885 BG:Credit Card	200.00
01/31/2025	DEP0008183	000555 Point Of Sale	Open Edge	CLPKT01885 BG:Credit Card	108.19
01/31/2025	DEP0008183	001141 Insite	Visa - Insite	CLPKT01885 BG:OP	231.90
Total Outstanding Deposits (5)					1,300.50

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
10/02/2023	21927	Check	GIANT WASH	-41.25
10/16/2023	22004	Check	OYLA MAGAZINE INC	-84.00
10/08/2024	22326	Check	Zarate Cervantes Cesar	-163.83
01/07/2025	22405	Check	Riley Potter	-176.86
01/07/2025	22406	Check	Taylor Freiburger	-138.66

Outstanding Checks

Item 14.

Item Date	Reference	Item Type	Description	Amount
01/20/2025	22417	Check	WINDSTREAM	-127.96
01/21/2025	22419	Check	Sarah Kirkpatrick	-51.36
01/30/2025	22421	Check	POSTMASTER	-845.04
Total Outstanding Checks (8)				-1,628.96

Outstanding Other

Item Date	Reference	Item Type	Description	Amount
06/30/2019	1	Miscellaneous	Credit Card payment	-19.10
05/31/2022	1	Miscellaneous	Retirement	129.34
07/31/2022	1	Miscellaneous	Global Payments	56.69
03/31/2023	1	Miscellaneous	Credit Card payments	-142.09
05/31/2023	1	Miscellaneous	Credit Card payment	190.00
01/03/2025	DFT0003451	Bank Draft	IPERS	-3,535.54
01/03/2025	DFT0003452	Bank Draft	IPERS	-2,199.16
01/03/2025	DFT0003453	Bank Draft	TREASURER STATE OF IOWA	-1,004.77
01/03/2025	DFT0003457	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.85
01/10/2025	DFT0003463	Bank Draft	IPERS	-3,398.18
01/10/2025	DFT0003464	Bank Draft	IPERS	-1,912.43
01/10/2025	DFT0003465	Bank Draft	TREASURER STATE OF IOWA	-886.86
01/10/2025	DFT0003469	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.85
01/17/2025	DFT0003475	Bank Draft	IPERS	-3,431.79
01/17/2025	DFT0003476	Bank Draft	IPERS	-1,374.87
01/17/2025	DFT0003477	Bank Draft	TREASURER STATE OF IOWA	-800.95
01/17/2025	DFT0003481	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.85
01/24/2025	DFT0003487	Bank Draft	IPERS	-3,437.83
01/24/2025	DFT0003488	Bank Draft	IPERS	-1,430.82
01/24/2025	DFT0003489	Bank Draft	TREASURER STATE OF IOWA	-814.77
01/24/2025	DFT0003493	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.85
01/31/2025	DFT0003494	Bank Draft	EMPOWER	-850.00
01/31/2025	DFT0003495	Bank Draft	IPERS	-3,416.70
01/31/2025	DFT0003496	Bank Draft	IPERS	-1,374.87
01/31/2025	DFT0003497	Bank Draft	TREASURER STATE OF IOWA	-840.52
01/31/2025	DFT0003501	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-94.66
Total Outstanding Other (26)				-30,949.28



Dyersville, IA

Bank Statement Register

Item 14.

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Bank Draft	71	-31,164.12	-83,930.71	-115,094.83
Check	32	-1,628.96	-76,033.07	-77,662.03
Deposit	109	1,300.50	516,892.39	518,192.89
EFT	5	0.00	-115,065.37	-115,065.37
Interest	1	0.00	4,673.35	4,673.35
Miscellaneous	9	214.84	-26,963.92	-26,749.08
AP Automation	119	0.00	-280,178.77	-280,178.77
		-31,277.74	-60,606.10	-91,883.84



Dyersville, IA

Bank Statement Register

Item 14.

POOLED CASH

Period 1/1/2025 - 1/31/2025

Packet: BRPKT00220

Bank Statement

General Ledger

Beginning Balance	96,347.50	Account Balance	96,446.60
Plus Debits	94.10	Less Outstanding Debits	5.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	96,441.60	Adjusted Account Balance	96,441.60

Statement Ending Balance	96,441.60
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

999-1-1020-000 POOLED CASH

Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2025	Interest	Interest	INTEREST	94.10
Total Cleared Other (1)				94.10

Outstanding Other

Item Date	Reference	Item Type	Description	Amount
12/03/2024	1	Miscellaneous	Inactive Account Notice	5.00
Total Outstanding Other (1)				5.00



Dyersville, IA

Bank Statement Register

Item 14.

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Interest	1	0.00	94.10	94.10
Miscellaneous	1	5.00	0.00	5.00
		5.00	94.10	99.10



Dyersville, IA

Budget Report
Group Summary

Item 15.

For Fiscal: 2024-2025 Period Ending: 01/31/2025

ExpenseMinor;SourceMajo...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue						
40 - TAXES	3,039,740.00	3,039,740.00	57,521.45	1,821,528.61	-1,218,211.39	40.08%
41 - LICENSES AND PERMITS	17,940.00	17,940.00	906.00	9,599.78	-8,340.22	46.49%
43 - USE OF MONEY & PROPERTY	125,650.00	125,650.00	11,984.88	67,717.92	-57,932.08	46.11%
44 - INTERGOVERNMENTAL	36,600.00	36,600.00	0.00	18,044.72	-18,555.28	50.70%
45 - CHARGES FOR SERVICES	224,050.00	224,050.00	516.86	43,087.22	-180,962.78	80.77%
47 - MISCELLANEOUS REVENUES	48,000.00	48,000.00	15,848.69	53,241.09	5,241.09	10.92%
48 - OTHER FINANCING SOURCES	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
Revenue Total:	3,492,980.00	3,492,980.00	86,777.88	2,013,219.34	-1,479,760.66	42.36%
Expense						
60 - SALARIES & WAGES	1,255,499.00	1,255,499.00	118,741.51	809,655.96	445,843.04	35.51%
61 - EMPLOYEE BENEFITS & COSTS	422,192.00	422,192.00	38,154.56	291,800.15	130,391.85	30.88%
62 - STAFF DEVELOPMENT	209,150.00	209,150.00	6,548.66	205,564.50	3,585.50	1.71%
63 - REPAIR, MAINTENANCE & UTILITIES	359,750.00	359,750.00	44,694.01	206,493.61	153,256.39	42.60%
64 - CONTRACTUAL SERVICES	583,518.00	583,518.00	39,828.23	284,627.88	298,890.12	51.22%
65 - COMMODITIES	223,425.00	223,425.00	5,595.93	136,934.86	86,490.14	38.71%
67 - CAPITAL OUTLAY	314,505.00	314,505.00	55,140.12	388,908.48	-74,403.48	-23.66%
69 - TRANSFERS	31,068.00	31,068.00	0.00	0.00	31,068.00	100.00%
Expense Total:	3,399,107.00	3,399,107.00	308,703.02	2,323,985.44	1,075,121.56	31.63%
Fund: 001 - GENERAL FUND Surplus (Deficit):	93,873.00	93,873.00	-221,925.14	-310,766.10	-404,639.10	431.05%
Fund: 002 - LIBRARY TRUST FUND						
Revenue						
43 - USE OF MONEY & PROPERTY	350.00	350.00	44.83	318.37	-31.63	9.04%
45 - CHARGES FOR SERVICES	40,000.00	40,000.00	2,673.83	23,625.16	-16,374.84	40.94%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	40,350.00	40,350.00	2,718.66	23,943.53	-16,406.47	40.66%
Expense						
67 - CAPITAL OUTLAY	40,000.00	40,000.00	3,938.28	25,831.91	14,168.09	35.42%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	40,000.00	40,000.00	3,938.28	25,831.91	14,168.09	35.42%
Fund: 002 - LIBRARY TRUST FUND Surplus (Deficit):	350.00	350.00	-1,219.62	-1,888.38	-2,238.38	639.54%
Fund: 110 - ROAD USE FUND						
Revenue						
44 - INTERGOVERNMENTAL	648,000.00	648,000.00	53,195.70	377,176.07	-270,823.93	41.79%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	648,000.00	648,000.00	53,195.70	377,176.07	-270,823.93	41.79%
Expense						
60 - SALARIES & WAGES	198,081.00	198,081.00	13,929.40	97,272.46	100,808.54	50.89%
61 - EMPLOYEE BENEFITS & COSTS	64,944.00	64,944.00	6,237.36	39,401.10	25,542.90	39.33%
63 - REPAIR, MAINTENANCE & UTILITIES	68,000.00	68,000.00	5,480.22	36,974.57	31,025.43	45.63%
64 - CONTRACTUAL SERVICES	55,000.00	55,000.00	17,263.44	28,027.70	26,972.30	49.04%
67 - CAPITAL OUTLAY	66,000.00	66,000.00	0.00	41,118.45	24,881.55	37.70%
68 - DEBT SERVICES	0.00	0.00	0.00	322.50	-322.50	0.00%
69 - TRANSFERS	42,885.00	42,885.00	0.00	0.00	42,885.00	100.00%
Expense Total:	494,910.00	494,910.00	42,910.42	243,116.78	251,793.22	50.88%
Fund: 110 - ROAD USE FUND Surplus (Deficit):	153,090.00	153,090.00	10,285.28	134,059.29	-19,030.71	12.43%

Budget Report

For Fiscal: 2024-2025 Period Ending

Item 15.

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ExpenseMinor;SourceMajo...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 112 - TRUST AND AGENCY FUND						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
47 - MISCELLANEOUS REVENUES	6,000.00	6,000.00	3,500.00	9,400.00	3,400.00	56.67%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	6,000.00	6,000.00	3,500.00	9,400.00	3,400.00	56.67%
Expense						
64 - CONTRACTUAL SERVICES	6,000.00	6,000.00	800.00	5,875.00	125.00	2.08%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	6,000.00	6,000.00	800.00	5,875.00	125.00	2.08%
Fund: 112 - TRUST AND AGENCY FUND Surplus (Deficit):	0.00	0.00	2,700.00	3,525.00	3,525.00	0.00%
Fund: 121 - L.O. SALES TAX RESERVE						
Revenue						
40 - TAXES	620,000.00	620,000.00	67,716.00	320,429.78	-299,570.22	48.32%
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	620,000.00	620,000.00	67,716.00	320,429.78	-299,570.22	48.32%
Expense						
69 - TRANSFERS	472,500.00	472,500.00	0.00	0.00	472,500.00	100.00%
Expense Total:	472,500.00	472,500.00	0.00	0.00	472,500.00	100.00%
Fund: 121 - L.O. SALES TAX RESERVE Surplus (Deficit):	147,500.00	147,500.00	67,716.00	320,429.78	172,929.78	-117.24%
Fund: 122 - LOCAL OPTION SINKING FUND						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Expense						
68 - DEBT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 122 - LOCAL OPTION SINKING FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 128 - CDBG						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
44 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00%
45 - CHARGES FOR SERVICES	0.00	0.00	0.00	55,000.00	55,000.00	0.00%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	360,000.00	360,000.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
49 - UNDEFINED	0.00	0.00	18,037.40	18,037.40	18,037.40	0.00%
Revenue Total:	0.00	0.00	18,037.40	433,037.40	433,037.40	0.00%
Expense						
60 - SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00	0.00%
61 - EMPLOYEE BENEFITS & COSTS	0.00	0.00	0.00	0.00	0.00	0.00%
64 - CONTRACTUAL SERVICES	0.00	0.00	0.00	415,000.00	-415,000.00	0.00%
65 - COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00%
67 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00%
68 - DEBT SERVICES	0.00	0.00	0.00	1,650.00	-1,650.00	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	0.00	416,650.00	-416,650.00	0.00%
Fund: 128 - CDBG Surplus (Deficit):	0.00	0.00	18,037.40	16,387.40	16,387.40	0.00%
Fund: 135 - DYERSVILLE TIF DIST FUND						
Revenue						
40 - TAXES	3,321,087.00	3,321,087.00	10,191.47	1,237,968.37	-2,083,118.63	62.72%
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%

Budget Report

For Fiscal: 2024-2025 Period Ending

Item 15.

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ExpenseMinor;SourceMajo...	Original	Current	Period	Fiscal	Variance	Percent
	Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
45 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	3,321,087.00	3,321,087.00	10,191.47	1,237,968.37	-2,083,118.63	62.72%
Expense						
64 - CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00%
68 - DEBT SERVICES	2,682,780.00	2,682,780.00	3,399.93	273,617.63	2,409,162.37	89.80%
69 - TRANSFERS	618,306.00	618,306.00	0.00	0.00	618,306.00	100.00%
Expense Total:	3,301,086.00	3,301,086.00	3,399.93	273,617.63	3,027,468.37	91.71%
Fund: 135 - DYERSVILLE TIF DIST FUND Surplus (Deficit):	20,001.00	20,001.00	6,791.54	964,350.74	944,349.74	-4,721.51%
Fund: 200 - DEBT SERVICE						
Revenue						
40 - TAXES	857,784.00	857,784.00	2,757.46	516,548.24	-341,235.76	39.78%
48 - OTHER FINANCING SOURCES	1,140,395.00	1,140,395.00	0.00	0.00	-1,140,395.00	100.00%
Revenue Total:	1,998,179.00	1,998,179.00	2,757.46	516,548.24	-1,481,630.76	74.15%
Expense						
68 - DEBT SERVICES	1,998,180.00	1,998,180.00	0.00	58,774.58	1,939,405.42	97.06%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	1,998,180.00	1,998,180.00	0.00	58,774.58	1,939,405.42	97.06%
Fund: 200 - DEBT SERVICE Surplus (Deficit):	-1.00	-1.00	2,757.46	457,773.66	457,774.66	77,466.00%
Fund: 301 - CAPITAL PROJECTS FUND						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
46 - SPECIAL ASSESSMENTS	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	472,500.00	472,500.00	0.00	0.00	-472,500.00	100.00%
Revenue Total:	482,500.00	482,500.00	0.00	0.00	-482,500.00	100.00%
Expense						
64 - CONTRACTUAL SERVICES	472,500.00	472,500.00	50,741.52	1,642,727.11	-1,170,227.11	-247.67%
67 - CAPITAL OUTLAY	0.00	0.00	0.00	1,000.00	-1,000.00	0.00%
68 - DEBT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	472,500.00	472,500.00	50,741.52	1,643,727.11	-1,171,227.11	-247.88%
Fund: 301 - CAPITAL PROJECTS FUND Surplus (Deficit):	10,000.00	10,000.00	-50,741.52	-1,643,727.11	-1,653,727.11	16,537.27%
Fund: 302 - CAP PROJECTS - EQUIPMENT						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Expense						
67 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 302 - CAP PROJECTS - EQUIPMENT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 303 - CAP PROJ - AQUATIC CENTER						
Expense						
67 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 303 - CAP PROJ - AQUATIC CENTER Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 600 - WATER FUND						
Revenue						
40 - TAXES	55,000.00	55,000.00	4,787.23	35,672.69	-19,327.31	35.14%
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%

Budget Report

For Fiscal: 2024-2025 Period Ending

Item 15.

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		Original	Current	Period	Fiscal	Variance	Percent
ExpenseMinor;SourceMajo...		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
45 - CHARGES FOR SERVICES		1,013,060.00	1,013,060.00	83,577.97	641,285.13	-371,774.87	36.70%
47 - MISCELLANEOUS REVENUES		10,000.00	10,000.00	0.00	9,352.55	-647.45	6.47%
48 - OTHER FINANCING SOURCES		0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:		1,078,060.00	1,078,060.00	88,365.20	686,310.37	-391,749.63	36.34%
Expense							
60 - SALARIES & WAGES		172,169.00	172,169.00	17,267.53	110,419.45	61,749.55	35.87%
61 - EMPLOYEE BENEFITS & COSTS		78,847.00	78,847.00	7,758.20	56,138.99	22,708.01	28.80%
62 - STAFF DEVELOPMENT		9,500.00	9,500.00	1,500.00	7,719.91	1,780.09	18.74%
63 - REPAIR, MAINTENANCE & UTILITIES		148,000.00	148,000.00	14,195.29	80,834.79	67,165.21	45.38%
64 - CONTRACTUAL SERVICES		146,267.00	146,267.00	5,106.47	49,800.66	96,466.34	65.95%
65 - COMMODITIES		50,000.00	50,000.00	5,872.05	49,306.91	693.09	1.39%
67 - CAPITAL OUTLAY		102,500.00	102,500.00	11,107.02	95,754.88	6,745.12	6.58%
68 - DEBT SERVICES		30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%
69 - TRANSFERS		346,243.00	346,243.00	0.00	0.00	346,243.00	100.00%
Expense Total:		1,083,526.00	1,083,526.00	62,806.56	449,975.59	633,550.41	58.47%
Fund: 600 - WATER FUND Surplus (Deficit):		-5,466.00	-5,466.00	25,558.64	236,334.78	241,800.78	4,423.72%
Fund: 601 - WATER SINKING FUND							
Revenue							
48 - OTHER FINANCING SOURCES		119,060.00	119,060.00	0.00	42,693.15	-76,366.85	64.14%
Revenue Total:		119,060.00	119,060.00	0.00	42,693.15	-76,366.85	64.14%
Expense							
68 - DEBT SERVICES		119,060.00	119,060.00	0.00	26,344.66	92,715.34	77.87%
69 - TRANSFERS		0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:		119,060.00	119,060.00	0.00	26,344.66	92,715.34	77.87%
Fund: 601 - WATER SINKING FUND Surplus (Deficit):		0.00	0.00	0.00	16,348.49	16,348.49	0.00%
Fund: 602 - WATER CAPITAL ACCOUNT							
Revenue							
43 - USE OF MONEY & PROPERTY		0.00	0.00	0.00	0.00	0.00	0.00%
45 - CHARGES FOR SERVICES		0.00	0.00	0.00	0.00	0.00	0.00%
46 - SPECIAL ASSESSMENTS		0.00	0.00	0.00	0.00	0.00	0.00%
47 - MISCELLANEOUS REVENUES		0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES		0.00	0.00	8,265.92	50,959.06	50,959.06	0.00%
Revenue Total:		0.00	0.00	8,265.92	50,959.06	50,959.06	0.00%
Expense							
64 - CONTRACTUAL SERVICES		0.00	0.00	0.00	257,773.94	-257,773.94	0.00%
69 - TRANSFERS		0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:		0.00	0.00	0.00	257,773.94	-257,773.94	0.00%
Fund: 602 - WATER CAPITAL ACCOUNT Surplus (Deficit):		0.00	0.00	8,265.92	-206,814.88	-206,814.88	0.00%
Fund: 610 - SEWER FUND							
Revenue							
40 - TAXES		2,000.00	2,000.00	158.83	1,206.05	-793.95	39.70%
43 - USE OF MONEY & PROPERTY		0.00	0.00	0.00	0.00	0.00	0.00%
44 - INTERGOVERNMENTAL		0.00	0.00	0.00	0.00	0.00	0.00%
45 - CHARGES FOR SERVICES		1,861,520.00	1,861,520.00	143,858.40	1,042,724.61	-818,795.39	43.99%
47 - MISCELLANEOUS REVENUES		0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES		0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:		1,863,520.00	1,863,520.00	144,017.23	1,043,930.66	-819,589.34	43.98%
Expense							
60 - SALARIES & WAGES		192,804.00	192,804.00	11,372.76	72,838.02	119,965.98	62.22%
61 - EMPLOYEE BENEFITS & COSTS		88,924.00	88,924.00	4,805.07	40,770.54	48,153.46	54.15%
62 - STAFF DEVELOPMENT		13,500.00	13,500.00	0.00	13,421.65	78.35	0.58%
63 - REPAIR, MAINTENANCE & UTILITIES		92,700.00	92,700.00	7,622.80	48,501.14	44,198.86	47.68%
64 - CONTRACTUAL SERVICES		156,546.00	156,546.00	5,676.83	64,668.67	91,877.33	58.69%
65 - COMMODITIES		61,000.00	61,000.00	50,123.00	85,048.77	-24,048.77	-39.42%
67 - CAPITAL OUTLAY		80,000.00	80,000.00	5,725.60	33,396.67	46,603.33	58.25%

Budget Report

For Fiscal: 2024-2025 Period Ending

Item 15.

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		Original	Current	Period	Fiscal	Variance	Percent
ExpenseMinor;SourceMajo...		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
68 - DEBT SERVICES		0.00	0.00	0.00	0.00	0.00	0.00%
69 - TRANSFERS		855,473.00	855,473.00	0.00	0.00	855,473.00	100.00%
Expense Total:		1,540,947.00	1,540,947.00	85,326.06	358,645.46	1,182,301.54	76.73%
Fund: 610 - SEWER FUND Surplus (Deficit):		322,573.00	322,573.00	58,691.17	685,285.20	362,712.20	-112.44%
Fund: 611 - SEWER SINKING FUND							
Revenue							
48 - OTHER FINANCING SOURCES		634,520.00	634,520.00	0.00	0.00	-634,520.00	100.00%
Revenue Total:		634,520.00	634,520.00	0.00	0.00	-634,520.00	100.00%
Expense							
68 - DEBT SERVICES		634,520.00	634,520.00	0.00	49,878.33	584,641.67	92.14%
69 - TRANSFERS		0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:		634,520.00	634,520.00	0.00	49,878.33	584,641.67	92.14%
Fund: 611 - SEWER SINKING FUND Surplus (Deficit):		0.00	0.00	0.00	-49,878.33	-49,878.33	0.00%
Fund: 612 - SEWER CAPITAL ACCOUNT							
Revenue							
48 - OTHER FINANCING SOURCES		0.00	0.00	0.00	369,427.89	369,427.89	0.00%
Revenue Total:		0.00	0.00	0.00	369,427.89	369,427.89	0.00%
Expense							
64 - CONTRACTUAL SERVICES		0.00	0.00	0.00	1,894.50	-1,894.50	0.00%
69 - TRANSFERS		0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:		0.00	0.00	0.00	1,894.50	-1,894.50	0.00%
Fund: 612 - SEWER CAPITAL ACCOUNT Surplus (Deficit):		0.00	0.00	0.00	367,533.39	367,533.39	0.00%
Fund: 670 - SOLID WASTE FUND							
Revenue							
40 - TAXES		0.00	0.00	0.00	0.00	0.00	0.00%
43 - USE OF MONEY & PROPERTY		0.00	0.00	0.00	0.00	0.00	0.00%
45 - CHARGES FOR SERVICES		446,760.00	446,760.00	36,986.03	257,314.10	-189,445.90	42.40%
47 - MISCELLANEOUS REVENUES		0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES		0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:		446,760.00	446,760.00	36,986.03	257,314.10	-189,445.90	42.40%
Expense							
60 - SALARIES & WAGES		36,733.00	36,733.00	3,824.63	26,509.87	10,223.13	27.83%
61 - EMPLOYEE BENEFITS & COSTS		16,739.00	16,739.00	1,636.14	12,308.87	4,430.13	26.47%
62 - STAFF DEVELOPMENT		500.00	500.00	0.00	103.11	396.89	79.38%
63 - REPAIR, MAINTENANCE & UTILITIES		1,000.00	1,000.00	70.91	401.84	598.16	59.82%
64 - CONTRACTUAL SERVICES		351,600.00	351,600.00	27,070.00	186,216.95	165,383.05	47.04%
65 - COMMODITIES		5,000.00	5,000.00	604.65	3,704.98	1,295.02	25.90%
67 - CAPITAL OUTLAY		25,000.00	25,000.00	0.00	19,065.00	5,935.00	23.74%
69 - TRANSFERS		0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:		436,572.00	436,572.00	33,206.33	248,310.62	188,261.38	43.12%
Fund: 670 - SOLID WASTE FUND Surplus (Deficit):		10,188.00	10,188.00	3,779.70	9,003.48	-1,184.52	11.63%
Fund: 899 - PAYROLL FUND							
Revenue							
48 - OTHER FINANCING SOURCES		0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:		0.00	0.00	0.00	0.00	0.00	0.00%
Expense							
69 - TRANSFERS		0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:		0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 899 - PAYROLL FUND Surplus (Deficit):		0.00	0.00	0.00	0.00	0.00	0.00%
Report Surplus (Deficit):		752,108.00	752,108.00	-69,303.17	997,956.41	245,848.41	-32.69%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	93,873.00	93,873.00	-221,925.14	-310,766.10	-404,639.10
002 - LIBRARY TRUST FUND	350.00	350.00	-1,219.62	-1,888.38	-2,238.38
110 - ROAD USE FUND	153,090.00	153,090.00	10,285.28	134,059.29	-19,030.71
112 - TRUST AND AGENCY FUND	0.00	0.00	2,700.00	3,525.00	3,525.00
121 - L.O. SALES TAX RESERVE	147,500.00	147,500.00	67,716.00	320,429.78	172,929.78
122 - LOCAL OPTION SINKING FUN	0.00	0.00	0.00	0.00	0.00
128 - CDBG	0.00	0.00	18,037.40	16,387.40	16,387.40
135 - DYERSVILLE TIF DIST FUND	20,001.00	20,001.00	6,791.54	964,350.74	944,349.74
200 - DEBT SERVICE	-1.00	-1.00	2,757.46	457,773.66	457,774.66
301 - CAPITAL PROJECTS FUND	10,000.00	10,000.00	-50,741.52	-1,643,727.11	-1,653,727.11
302 - CAP PROJECTS - EQUIPMENT	0.00	0.00	0.00	0.00	0.00
303 - CAP PROJ - AQUATIC CENTEF	0.00	0.00	0.00	0.00	0.00
600 - WATER FUND	-5,466.00	-5,466.00	25,558.64	236,334.78	241,800.78
601 - WATER SINKING FUND	0.00	0.00	0.00	16,348.49	16,348.49
602 - WATER CAPITAL ACCOUNT	0.00	0.00	8,265.92	-206,814.88	-206,814.88
610 - SEWER FUND	322,573.00	322,573.00	58,691.17	685,285.20	362,712.20
611 - SEWER SINKING FUND	0.00	0.00	0.00	-49,878.33	-49,878.33
612 - SEWER CAPITAL ACCOUNT	0.00	0.00	0.00	367,533.39	367,533.39
670 - SOLID WASTE FUND	10,188.00	10,188.00	3,779.70	9,003.48	-1,184.52
899 - PAYROLL FUND	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	752,108.00	752,108.00	-69,303.17	997,956.41	245,848.41

Notice to Destroy Weeds and Undesirable Vegetation

Item 16.

Notice is hereby given to all owners or occupants in possession or control of lands, including railroad lands, within the City of Dyersville, Iowa.

You are hereby notified that all vegetation, weeds, vines, brush, bushes, non-purposefully planted trees less than three inches in diameter, and all noxious weeds, as defined by the Code of Iowa (Chapter 317) be cut or destroyed by April 1, and thereafter throughout the normal weed season which is April 1 through and including November 30, in accordance with Section 52.02 of the Municipal Code of the City of Dyersville, Iowa.

The Police Chief or duly designated person(s) shall certify the cost and expenses as provided by law against the property to be paid as required by law and bill the costs plus a \$125 administrative fee thereof to the property owner in possession or control of lands, including railroad lands, within the City of Dyersville, Iowa. In addition to the administrative fee, the City will bill the costs and expenses for the cutting of, non-maintained grasses, destroying of vegetation, weeds, vines, brush, or other growth by persons or companies hired to remove the debris.

If not paid within 30 days, these costs will be assessed to the property owner.

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To report a property in violation of Section 52.02 of the Municipal Code of the City of Dyersville, Iowa, please call City Hall at (563) 875-7724.



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

FEBRUARY 2025 NEWSLETTER

FEH Design Announces Plans to Expand New Life Coming to Corner of 9th and Main



FEH DESIGN



FEH Design Architecture firm, FEH Design plans to double its office space in downtown Dubuque with the rehabilitation and relocation to 5,000 square feet at 902 Main Street. The new location is one of the busiest and most visible corners in downtown Dubuque.

Greater Dubuque Development had the privilege of working with FEH as they considered this exciting expansion. Greater Dubuque Development provided early and ongoing coordination with the City of Dubuque and the Iowa Economic Development Authority (IEDA) for Grayfield Tax Credits. FEH Design was awarded tax credits from IEDA in late 2024. Additionally, as part of a pending development agreement with the City of Dubuque, FEH Design plans to hire 10 new employees by October 2028.

Greater Dubuque Development congratulates and salutes FEH Design for their continued investment and confidence in downtown Dubuque and our regional economy.

Read the February 15, 2025 Telegraph Herald article for more on FEH Designs' expansion

Business Services

YOUR BUSINESS can be great here.

Business Services

Save the Date: Succession Planning for Family-Owned, Legacy Businesses

In the Greater Dubuque region, family-owned and legacy businesses are the foundation of our economic fabric. To support these businesses and help them plan for the future, Greater Dubuque Development will host the UNI Family Business Center on **Wednesday, March 26, 2025**, for a program acknowledging the need for succession planning and helping you identify resources available to assist you.

The process of succession differs for each family. Attendees will hear stories about how families navigated generational leadership and ownership succession plans. Learn tips and tools on who to choose for managing the company and communicating such changes with family, employees, vendors, and customers. Explore methods for letting go of control and empowering trust with the next generation of leadership.

The *Succession Planning for Family-Owned, Legacy Businesses* breakfast event will be held at the Diamond Jo Casino. More details and RSVP opportunity will be forthcoming.



Interested in learning more about the Success Planning for Family-Owned, Legacy Businesses Business Services Breakfast?

Contact Jason White, Vice President of Business Services, at 563-557-9049 or jasonw@greaterdubuque.org

Regional Collaboration

Tri-State Economic Development Practitioners Gather at Greater Dubuque Development

On Thursday, January 23, 2025, Greater Dubuque Development hosted the quarterly Tri-State Economic Development Practitioners meeting, bringing together nonprofit and quasi-governmental professional economic developers from eastern Iowa, northwest Illinois, and southwest Wisconsin. More than a dozen practitioners in attendance discussed opportunities and initiatives related to retail strategies, community development, workforce solutions as well as support of existing business. The cohort will meet again on Thursday, April 17, 2025.

These meetings, organized by Greater Dubuque Development and hosted at rotating locations in the region, promote an informal network of peer-to-peer assistance and resource sharing that help ensure **YOUR BUSINESS can be great here.**



Interested in learning more about the Tri-State Economic Development Practitioners network?

Contact Jason White, Vice President of Business Services, at 563-557-9049 or jasonw@greaterdubuque.org



Housing

Creation of New Housing Continues Momentum

In response to a [2022 Dubuque Housing Needs Assessment](#) commissioned by Greater Dubuque Development, there are now 2,145 new housing units approved, under review, under construction, or recently completed in Dubuque. This boom in new housing stock creation is spurred in part by [development tools such as tax abatement, TIF, and other city incentives](#).

[Review the City of Dubuque Housing Handout released January 27, 2025](#)



Questions about our role in addressing the availability and affordability of housing in the Greater Dubuque region?

Contact Dave Lyons, Strategic Initiatives Consultant, at 563-557-9049 or davel@greaterdubuque.org

YOUR CAREER can be great here.



Our recent **YOU can be great here** Community of College event provided a fun off-campus evening for regional college students with the 75+ arcade games at Island Social, the newest attraction on Schmitt Island.

College Outreach

Fun and Games at Island Social for Area College Students

On Wednesday, February 5, 2025, 127 college students from Clarke University, Loras College, Northeast Iowa Community College, and the University of Dubuque gathered for College Night @ Island Social. The fun-filled evening was part of our 2024-2025 **YOU can be great here** Community of Colleges series, a lineup of events designed to connect college students to the community through fun and engaging experiences that demonstrate all that our community has to offer. This night proved to be no exception!

Held at Island Social, the newest attraction on Schmitt Island, each attendee took advantage of \$10 in credits towards any of the 75+ arcade games, free pizza and pop, and exclusive access to all six lanes of duckpin bowling.

This event was more than just a night of fun—it was an opportunity for students to connect with peers, experience local entertainment, and see firsthand why **YOUR FUTURE can be great here**.

Learn more about our 2024-2025 YOU can be great here Community of Colleges events



Interested in learning more about the YOU can be great here Community of Colleges event series?

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org



HR Professionals break into small groups during the February 5th HR Professionals Cohort meeting to share and discuss an aspect of their personal or professional background that makes them unique and how that influences their perspective at work.

Training & Upskilling

DEI in the Workplace Topic of Quarterly HR Professionals Cohort; RSVP Now for May Meeting

Held on Wednesday, February 5, 2025 at Northeast Iowa Community College's Town Clock Business Center, our latest HR Professionals Cohort meeting centered on the topic of *Diversity, Equity & Inclusion (DEI) in the Workplace*, presented by Kelly Larson, Development & Learning Manager with the City of Dubuque. The session began with introductions, where the 32 participants shared unique personal and professional experiences that shape their perspectives and the skill sets they bring to their work. They then explored the definition of DEI by breaking down each term—diversity, equity, and inclusion—and discussing how they intersect and impact the workplace.

Our next HR Professionals Cohort quarterly meeting, *Connecting Employers with Future Talent*, will be held on **Tuesday, May 6, 2025 from 8:00 - 9:30 a.m.** at the the Northeast Iowa Community College Town Clock Business Center, 680 Main Street in downtown Dubuque. For this session, we will bring together career services staff from our regional institutions of higher education for a panel discussion on how employers can better connect with college students—whether for internships, full-time positions, or general career development opportunities. [Registration is now open.](#)

[Click for more on our February 5th HR Professionals Cohort and to register for May 6th](#)



Interested in learning more about the HR Professionals Cohort?

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org

Training & Upskilling

Mid-Year Performance Report: Opportunity Dubuque

As we pass the halfway mark of Fiscal Year 2025, [Opportunity Dubuque](#) continues to provide tuition-free, skills-based training that connects job seekers with high-demand career paths. Since its launch in 2011, this program has trained or up-skilled over 4,000 individuals, helping to bridge the gap between employer needs and workforce skills. This collaborative workforce initiative—funded by the City of Dubuque, Dubuque County, the Dubuque Racing Association (DRA), Greater Dubuque Development, Northeast Iowa Community College, and local employers—remains a key driver in building a strong regional talent pipeline.

Mid-Year Performance Highlights:

- Greater Dubuque Development has funded 27 students in high demand certificate programs, positioning them for success in the regional workforce.
- An additional 147 students are enrolled in Opportunity Dubuque approved certificate programs, with tuition supported by other funding sources.
- Career coaches continue to take a boots on-the-ground approach to engaging the community and identifying Opportunity Dubuque candidates, making 34 separate connections through public events and outreach efforts, ensuring access to training opportunities.

Since its inception, of those reporting, [Opportunity Dubuque](#) has maintained a remarkable 93% continuing education and/or employment rate among its graduates, meaning nearly all students completing training find jobs in their field or continue their education.

[Learn more about the mid-year Opportunity Dubuque progress report](#)



Interested in learning more about Opportunity Dubuque?

Contact Nic Hockenberry, Director of Workforce Programming, at 563-557-9049 or nicolash@greaterdubuque.org



Recruitment

Over 70 Regional Employers Signed Up for Spring Career Fair

Set for Wednesday, March 26, 2025 from 1:00 - 4:00 p.m. at the Grand River Center, the AccessDubuqueJobs.com Spring Career Fair will feature over 70 employers from the Greater Dubuque region.

[Learn More >](#)



Interested in learning more about the AccessDubuqueJobs.com Spring Career Fair?

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org

AccessDubuqueJobs.com Update

YOUR SUPPORT can be great here.

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

Renewed Investors

- Aquin Little Angels Early Childhood Center & Preschool
- Carlisle Ryan Digital Print and Services
- City of Dubuque
- ClarkeUniversity

Renewed Investors, cont'd

- Dubuque Regional Humane Society
- Hawkeye Area Community Action Program, Inc
- Hillcrest Family Services
- Managed Solutions Group
- Modernfold
- Rite Hite Corp
- Sedona Staffing Services
- Simmons Pet Food
- Sisters of the Presentation
- Stonehill Communities
- The Fountain of Youth



Interested in becoming a Workforce Solutions Investor and access our complete suite of recruitment and retention tools?

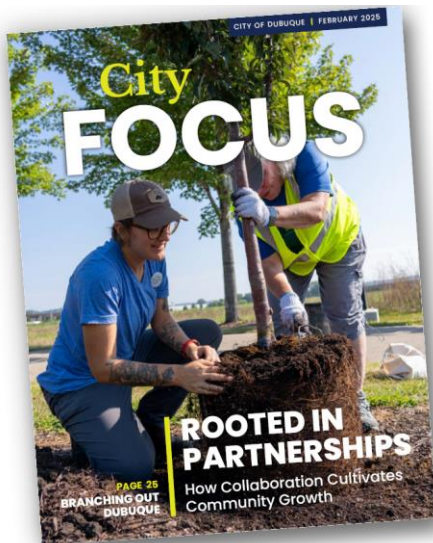
Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org



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

Community Information

YOUR LIFE can be great here.

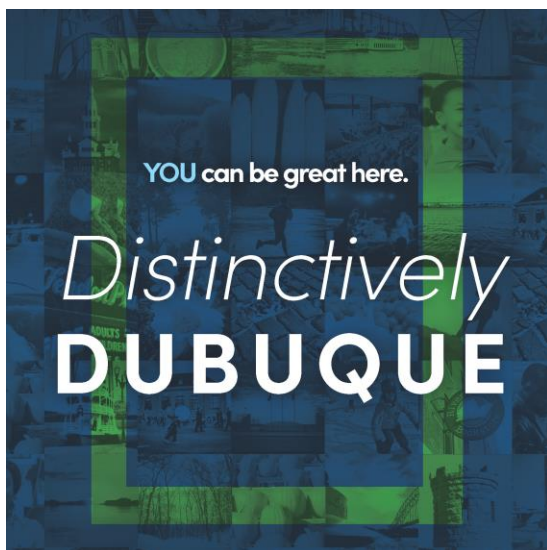


Community News

New Issue of City of Dubuque's City Focus Now Available

Check out the newest edition of the City of Dubuque's City Focus filled with the latest information on projects, partnerships, and the people creating progress in the Greater Dubuque region to ensure that **YOU can be great here.**

[Learn More >](#)



Community News

Spots Open in March Session of Distinctively Dubuque

If you or someone you know is new to the Greater Dubuque region, [Distinctively Dubuque](#) is a free, interactive experience designed to help newcomers learn more about their new hometown and make connections with others who have recently relocated to the area. Next session begins Wednesday, March 12 with spots open.

[Register Now >](#)



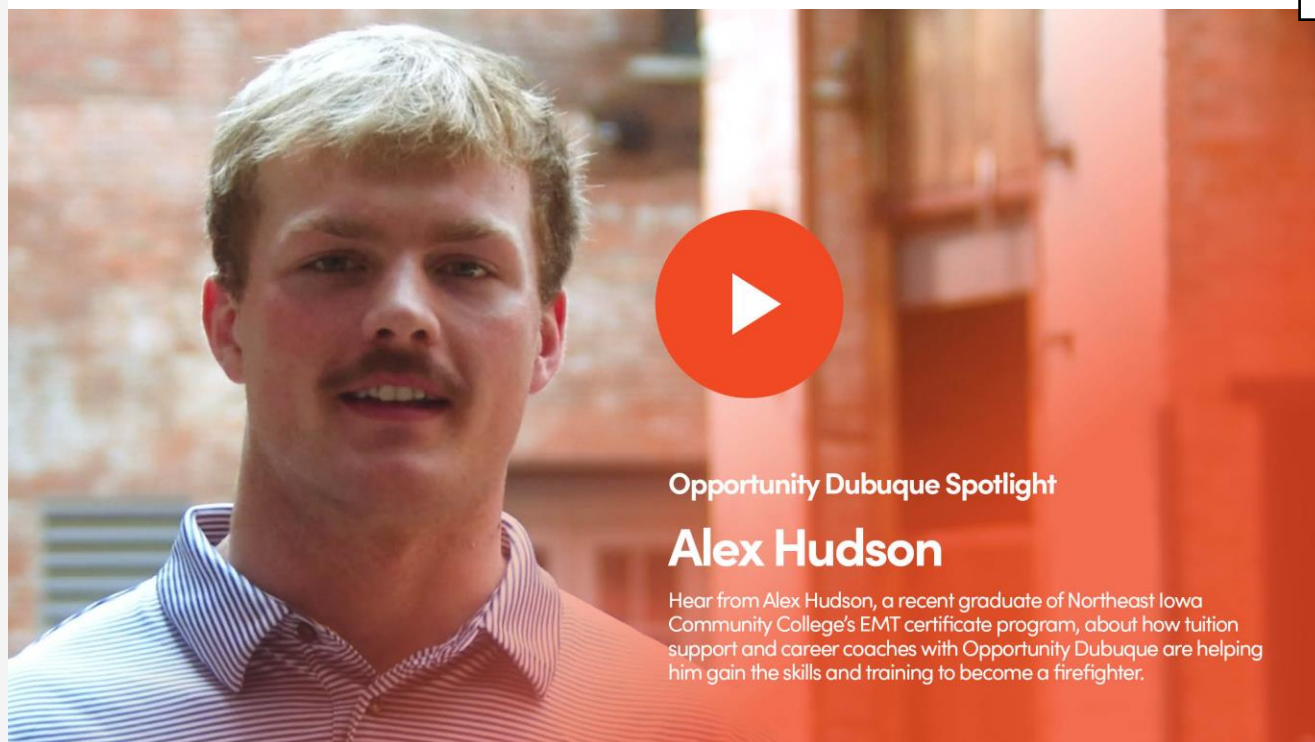
Daniel Luna (*right*) of La Venta Coffee & Cafe pitches their products to potential customers and investors during the 2025 Dubuque County Business Competition. Photo courtesy of the Innovation Lab.

Community News

Dubuque County Business Competition Highlights Regional Entrepreneurship

On Thursday, February 6, fifteen businesses from Dubuque County pitched their business ideas in hopes of landing seed funding during the 2nd annual Dubuque County Business Competition hosted by the Innovation Lab.

[Learn More >](#)



Opportunity Dubuque Spotlight

Alex Hudson

Hear from Alex Hudson, a recent graduate of Northeast Iowa Community College's EMT certificate program, about how tuition support and career coaches with Opportunity Dubuque are helping him gain the skills and training to become a firefighter.

Upcoming Events

YOUR NETWORK can be great here.

Friday, February 28, 2025

State of Air Service: Membership Breakfast

8:30 - 10:00 a.m. | Hotel Julien Dubuque | 200 Main St, Dubuque, IA

The Dubuque Area Chamber of Commerce State of Air Service Breakfast brings together business leaders, community members, and aviation experts to discuss the current state and future of air service in the Greater Dubuque region. This breakfast event provides a platform for attendees to hear about local air service developments via DBQ Air, air service industry trends and happenings at the Dubuque Regional Airport. This event is complimentary for Chamber members. Advance registration is required. All registrants will be entered to win 2 free tickets on Denver Air Connections.

[Learn More and RSVP Online >](#)

Thursday, March 6, 2025

2025 Regional Arts Forum

1:00 - 4:00 p.m. | National Mississippi River Museum & Aquarium, Bickel Gallery | 350 E. 3rd St., Dubuque, IA

Join the Iowa Arts Council for their Dubuque Regional Arts Forum, one of seven being hosted across Iowa in February and March 2025. This in-person event will provide an opportunity for local artists, arts and civic leaders, and community members to gather and discuss opportunities for strengthening arts and culture in their region and across the state. This year's Forums align with the Iowa Arts Caucus, which the Iowa Arts Council hosts every four years. Participants will make recommendations to the Arts Council, the Iowa Economic Development Authority (IEDA) and the General Assembly regarding funding allocations and priorities for arts and cultural enhancement in our state. Advance registration is free and required.

[Learn More and RSVP Online >](#)

Tuesday, March 18, 2025

Dubuque Night in Des Moines

5:00 - 7:30 p.m. | Curate | 322 E. Court Ave, Des Moines, IA

Experience a fun-filled evening, along with casual conversation, with Iowa's elected officials at Dubuque Night in Des Moines, Iowa's longest-running legislative reception. Complimentary hor d'oeuvres and beverages are provided. This event is open to all Dubuque business members and is made possible by the Dubuque Area Chamber of Commerce, the City of Dubuque, Greater Dubuque Development Corporation, and Travel Dubuque.

[Learn More and RSVP Online >](#)

Recent & Upcoming Religious Holidays & Cultural Observances

March | National Women's History Month

March 1-30 | Ramadan (Islamic)

March 5 | Ash Wednesday (Christian)

March 13 | Palm Sunday (Christian)

March 14 | Holi (Hindu)

March 15 | Hola Mohalla (Sikh)

March 17 | St. Patrick's Day (Christian)

YOU Can Be Great Here Campaign

Our sights are set on 5 goals through 2027.

Grow our regional workforce to over 64,000 jobs.

Support median household income to reach \$76,000.

Encourage and facilitate \$1 billion of new construction.

Reduce regional poverty by 5%.

Reach a population of 105,000 in the Greater Dubuque region.

[View Progress](#)

View past issues of the newsletter [here](#).



YOU can be great here.

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February 2025 Newsletter



Photo Credit: Sharon Scarff, 1st Place Iowa Wildlife & 1st Place Best of Show

[15th Annual Keep Iowa Beautiful Photography Contest Submission](#)

Host a Pick-Up Iowa Event in Your Community!

We're excited to invite you to join volunteers across Iowa for Keep Iowa Beautiful's 2025 [Pick-Up Iowa Program](#)!

Help us reach our statewide goal of **2,500 volunteers collecting 2,500 bags of litter**—one cleanup event at a time! Organizations and residents across Iowa are encouraged to **organize and host their own clean-up events in their towns**.



What is Pick-Up Iowa?

Pick-Up Iowa focuses on removing litter and trash from Iowa's roadsides, neighborhoods, streets, school grounds, parks, forests, and streams to keep public spaces clean and beautiful. This initiative supports the [Greatest American Cleanup](#), the nation's largest community improvement program. As a Keep America Beautiful affiliate, Keep Iowa Beautiful is encouraging volunteers across the state to host a clean-up event.



Who can participate?

Anyone can participate! Cities, community and civic associations, schools, church groups, local sports teams, college clubs, groups of families and friends, businesses, Scouts, and others can organize their members and participate in Pick-Up Iowa.

When do I schedule an event?

Pick-Up Iowa will be held **April 1st through June 30th, 2025** on any dates that work for your group. **Sign up is open NOW!** Click the button below to register your event.

Join us in making our community cleaner, greener, and more beautiful! By working together, we can make our neighborhoods more beautiful in time for America's 250th celebration!

[Register Your Event NOW!](#)

Announcing the Winners of the 15th Annual Photo Contest

Thank you to all of the talented photographers who entered our annual photo contest! This year's competition was incredibly strong, with over 900 photos submitted—each one capturing the beauty of Iowa in a unique way. While only a few could be selected as winners, we truly appreciate every participant's creativity and passion for showcasing our great state. Your photos continue to inspire and remind us why keeping Iowa beautiful is so important. Check out the 1st place category winners below!



Iowa Cities

"Hazy Des Moines,"

Scot Howe of Urbandale



Iowa Landscape

"Little George Park,"

Svitlana Kay of Harlan



Iowa Water

"Floating Dock,"

William Beardsley of Spirit Lake



Iowa Wildlife

"Cliff Swallows Arguing,"

Sharon Scarff of Wayland



Iowans in Action

"Rodeo,"

Lee Navin of Ankeny



Hometown Pride

"Early Morning in July,"

Katie Kettering of Clinton

View the complete list of winners at the bottom of this newsletter.

[15th Annual Photo Contest Winners](#)

**Apply for the Iowa Grocery Industry Association's
Build with Bags Program by May 2nd, 2025**

The primary goal of the [Build with Bags Program](#) is to tackle an environmental concern that has been receiving a great deal of attention—the use of plastic and disposable shopping bags.



To address this issue, the Build with Bags Program has defined four primary goals:

1. Reduce the consumption of plastic bags,
2. Encourage the use of reusable bags,
3. Increase the amount of plastic bags recycled, and
4. Establish a grant program to aid parks and schools in purchasing products made of recycled plastic bags

By providing a monetary incentive for communities to develop their plastic bag recycling efforts and directing grant awards to purchase products made of recycled plastic bags for their schools and parks, the fund both decreases plastic in landfills or as litter and increases demand for recycled plastic products.

The Build with Bags Program is a cooperative effort of the Iowa Grocery Industry Association, Keep Iowa Beautiful, the Iowa Department of Natural Resources, Metro Waste Authority, and Plastic Recycling of Iowa Falls.

[Apply Now](#)

Keep Iowa Beautiful Board of Directors Update

On February 19th, the Keep Iowa Beautiful Board of Directors gathered for their annual planning meeting. During the meeting, the Board unanimously voted to renew Mark Wiskus and Nate Westre for a second term and Megan Jones and Geri Huser for a third term.

The Board also approved the slate of officers for 2025. Congratulations to Doug Shull on his re-election as Board Chair and Treasurer, Mike Richardson as Vice Chair, and Liesl Seabert as Secretary.

In addition, Keep Iowa Beautiful is excited to welcome four new board members: Ethan Pitt, Cheri Monahan, Pat Logan, and Chad Hickcox. Click the button below to learn more about their work and background!



Ethan Pitt

Iowa Area Development Group



Pat Logan

Copy Systems Inc.



Cheri Monahan

ITC Midwest



Chad Hickcox

Fareway

[Board of Directors](#)

Hometown Pride Hitting the Ground Running in 2025!

Pocahontas Hometown Pride

Six committees were honored with community grants from the Pocahontas County Foundation during its 20th Annual Grant Awards Event:

- Gilmore City: Shelter House
- Havelock HTP: Outdoor Drums
- Laurens HTP: Signs at Sportsman's Pond
- Pocahontas HTP: Patio in Heritage Park
- Rolfe HTP: Bike Station and Water Bottle Refill
- Varina HTP: Concrete Sidewalk



Baldwin Hometown Pride

Successfully reached their fundraising goal for a new park pavilion! The committee is now collaborating with an architect to finalize the project's specifications and plans to present them to the city council, seeking approval to move forward with bidding.

Low Moor Hometown Pride

Completed their final fundraising goal for new playground equipment with a Union Pacific and Clinton County Development Association grant, alongside local contributions from the Low Moor HTP committee. The playground will be installed this spring at the park located at the City of Low Moor baseball field.

[Hometown Pride Program](#)

15th Annual Photo Contest Winners

Robert D. Ray Best of Show Awards

- 1st Place: "Cliff Swallows Arguing," Sharon Scarff of Wayland
- 2nd Place: "Little George Park," Svitlana Kay of Harlan
- 3rd Place: "Hazy Des Moines," Scot Howe of Urbandale

Iowa Cities Awards

- 1st Place: "Hazy Des Moines," Scot Howe of Urbandale
- 2nd Place: "Woodbine at Dusk," Sarah Lenz of Woodbine
- 3rd Place: "Fall in Elkader," Trent Hanselmann of Dubuque
- Honorable Mention: "Historic Downtown Dubuque," Kay Munson of Dubuque

Iowa Landscape Awards

- 1st Place: “Little George Park,” Svitlana Kay of Harlan
- 2nd Place: “Iowa’s Fire Tower,” Cody Davis of Grinnell
- 3rd Place: “Surrounded by Corn,” Sharon Scarff of Wayland
- Honorable Mention: “Surrounded by Green,” Anji Bennett of Lake View

Iowa Water Awards

- 1st Place: “Floating Dock,” William Beardsley of Spirit Lake
- 2nd Place: “Falling for Autumn,” AJ Ash of Waukee
- 3rd Place: “Aurora Borealis Over Clear Lake,” Alec Heggen of Clear Lake
- Honorable Mention: “Window to Serenity,” William Beardsley of Spirit Lake

Iowa Wildlife Awards

- 1st Place: “Cliff Swallows Arguing,” Sharon Scarff of Wayland
- 2nd Place: “Swallowtail on Purple Flowers,” Bill Benson of Carroll
- 3rd Place: “Between the Rows: Protective Mama,” Benjamin Neff of Beaman
- Honorable Mention: “The Great One,” Cody Davis of Grinnell

Iowans in Action Awards

- 1st Place: “Rodeo,” Lee Navin of Ankeny
- 2nd Place: “Crop Duster,” Adam Orgler of Johnston
- 3rd Place: “Combining Natural Curves,” Anji Bennett of Lake View
- Honorable Mention: “Fly Iowa Air Show,” Lee Navin of Ankeny

Hometown Pride Awards

- 1st Place: “Early Morning in July,” Katie Kettering of Clinton
- 2nd Place: “Potter’s Mill,” Scott Hoag of DeWitt
- 3rd Place: “Sunset Flight,” Heather Johnson of Ankeny
- Honorable Mention: “Fair Food,” Adam Orgler of Johnston

Public Favorite Award

- “Floating Dock,” William Beardsley of Spirit Lake

Your Support Matters!

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

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

Keep Iowa Beautiful

2910 Westown Pkwy. Suite 302

West Des Moines, IA 50266

[DONATE](#)**KEEP IOWA BEAUTIFUL**

2910 Westown Parkway, Suite 302 | West Des Moines, IA 50266

www.KeepIowaBeautiful.org



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

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INFOACTION DASHBOARD

What CEOs, business owners, and top managers have told us

FY 2023-2024 • ANNUAL SUMMARY FOR DYERSVILLE-BASED BUSINESSES

COMMUNITY PERCEPTIONS

Area Businesses Ranked the Following as the Top Ongoing Priorities for the Community with Percentage of Reporting Companies Citing:

1. Amount / Affordability of Housing, 65%
2. Talent Attraction Initiatives, 47%
3. Recreation Opportunities, 47%
4. Child Care, 41%
5. Passenger Air Service, 29%

TOP 3 COMMUNITY STRENGTHS

- Quality of Life / Amenities
- Community Leadership / Partnerships
- Employee Work Ethic

TOP 3 BARRIERS TO GROWTH

- Housing (Amount / Affordability)
- Workforce / Labor Pool
- Population / Market Size

Dyersville-based Company Visits
July 1, 2023 through June 30, 2024

17 TOTAL VISITS

Area Businesses Ranked the Following as the Top 3 Weaknesses for Doing Business in Our Market:

1. Workforce / Labor Pool
2. Housing (Amount / Affordability)
3. Air Service

MARKET & FACILITIES

SALES LEVELS — Area businesses reported sales as:

53% INCREASING

41% STABLE

6% DECREASING

MARKET SHARE LEVELS — Area businesses reported market share as:

67% INCREASING

33% STABLE

0% DECREASING

EXPANSIONS — Area businesses reporting plans to expand in the next year, modernize/automate, or invest:

71%

WORKFORCE

JOB CREATION: Companies planning to add net new jobs in the next 12 months:

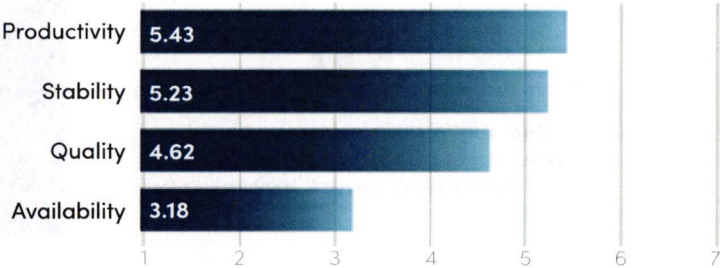
59% YES
41% NO

RECRUITMENT CHALLENGES:
Companies reporting recruitment challenges:

71%

WORKFORCE INDEX

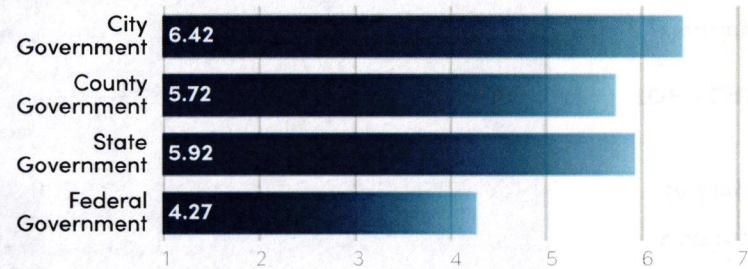
Scales of 1 to 7: 1 is Low, 7 is High



SERVICE INDEXES

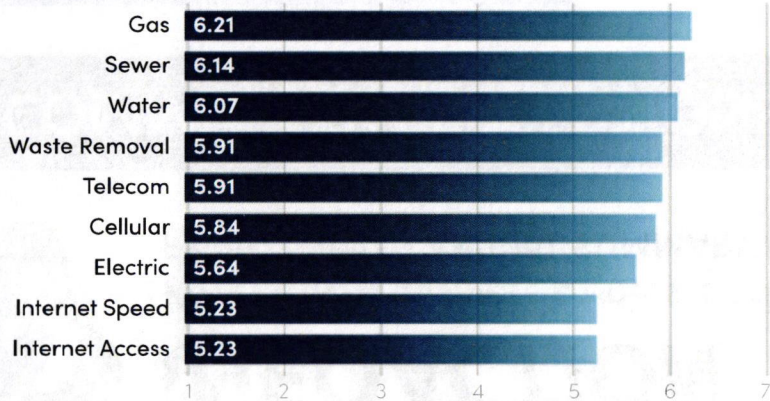
EASE OF DOING BUSINESS WITH GOVERNMENT

Scales of 1 to 7: 1 is Low, 7 is High



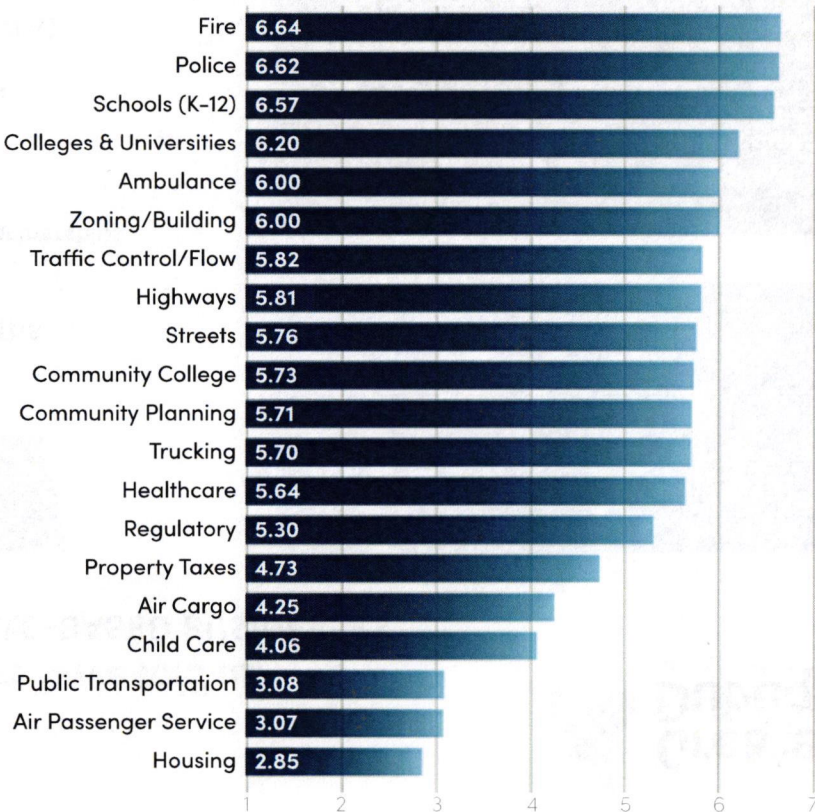
UTILITY SERVICES INDEX

Scales of 1 to 7: 1 is Low, 7 is High



PUBLIC SERVICES INDEX

Scales of 1 to 7: 1 is Low, 7 is High



TOP TAKEAWAYS RELATED TO GREATER DUBUQUE DEVELOPMENT'S AREAS OF FOCUS

WORKFORCE SOLUTIONS

Talent attraction initiatives were cited by 47% of businesses interviewed as one of the top 5 community priorities.

Workforce was identified as the **#2 barrier to growth for companies and #1 weakness** of doing business in this market.

Availability of labor scored lowest on the Workforce Index at 3.18.

The vast majority (71%) of companies cited workforce recruitment challenges with specific positions or skills.

Despite such challenges, **59% anticipate adding net new jobs** in the coming year.

STRATEGIC INITIATIVES

Businesses cited **the top community strengths** as quality of life and amenities, community leadership / partnerships, and employee work ethic.

The **score for child care on the Public Services Index ranks 4th lowest** with a score of 4.06 (1 poor / 7 excellent).

While lots of progress has been made in the past year on child care, it was cited by 41% of businesses **as one of the top community priorities going forward.**

Housing was cited by 65% of businesses as one of the top 5 priorities for the community, ranking #1 on the list.

While many new housing developments have either started or are under consideration, the **score for housing on the Public Services Index ranks lowest** with a score of 2.85 (1 poor / 7 excellent).

BUSINESS SERVICES

A majority of businesses (53%) noted increasing sales levels with 41% citing stable levels and 6% noted decreasing sales.

Additionally, **67% of companies noted increasing market share.**

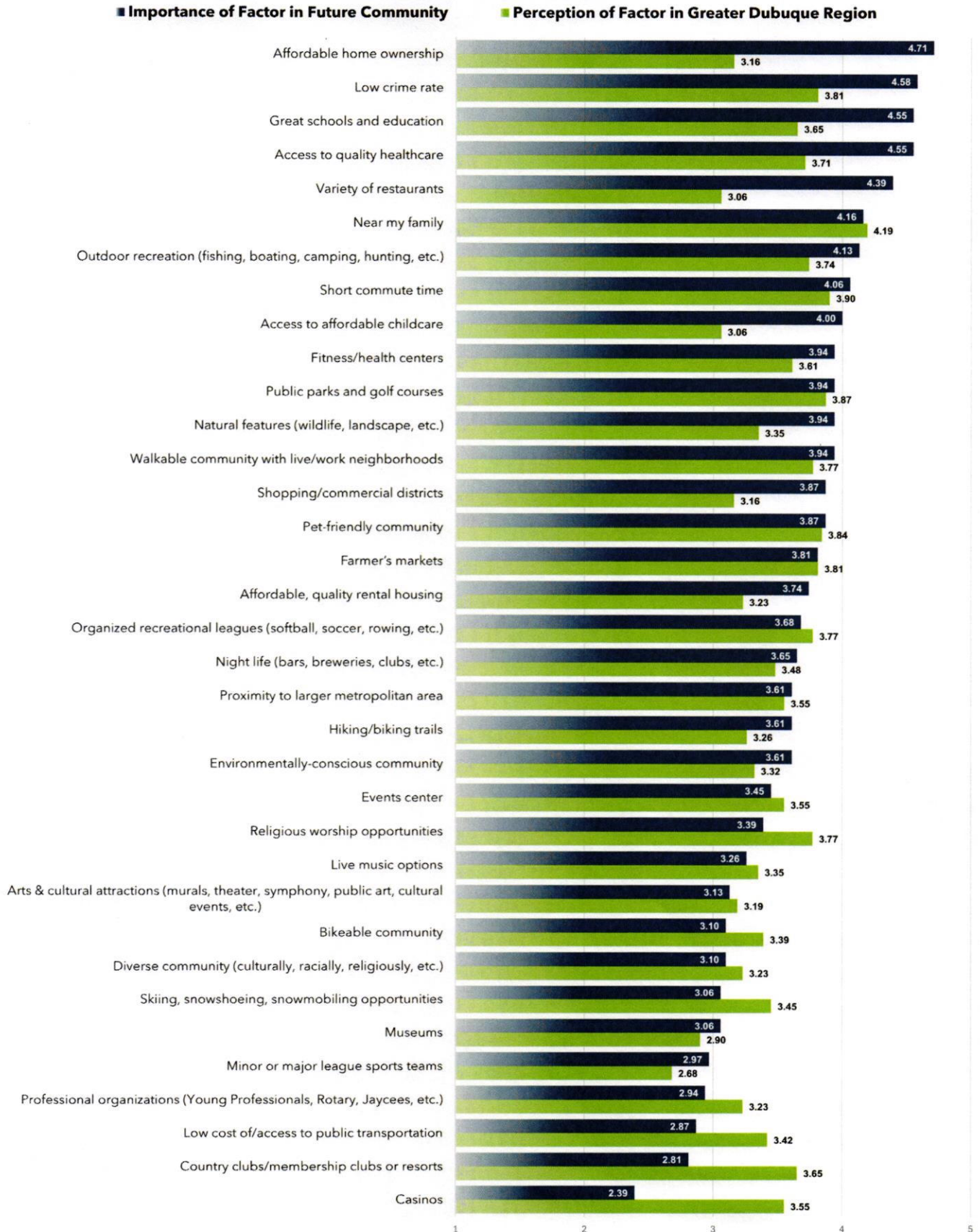
Seventy-one (71) percent of **businesses have some plans to expand and invest** in new space, new machinery and equipment, or technology and modernization.

Air service is a consistent community challenge and concern. It was cited by 29% of businesses as one of the top 5 priorities for the community.

Air service registers the 2nd lowest score on the Public Services Index with a score of 3.07 (1 poor / 7 excellent). Air service also was cited as a **top 3 weakness** of doing business in this region.

Rating importance of **all 35 factors listed in survey** when choosing where you live / work in the future vs. how Greater Dubuque region ranks on same factors.

Results reflect responses from **31 persons currently living in the 52040 zip code** who identified as 40 years old or younger.



The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/24/2025 Meeting Time: 06:00 PM Meeting Location: Memorial Building, 340 1st Avenue East, Dyersville

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.cityofdymersville.com

City Telephone Number
(563) 875-7724

Iowa Department of Management	Current Year Certified Property Tax 2024 - 2025	Budget Year Effective Property Tax 2025 - 2026	Budget Year Proposed Property Tax 2025 - 2026
Taxable Valuations for Non-Debt Service	269,594,834	289,080,368	289,080,368
Consolidated General Fund	2,099,475	2,099,475	2,185,650
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	62,683	62,683	132,780
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	0	0	0
Other Employee Benefits	0	0	0
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	361,179,580	382,746,582	382,746,582
Debt Service	850,535	850,535	857,911
CITY REGULAR TOTAL PROPERTY TAX	3,012,693	3,012,693	3,176,341
CITY REGULAR TAX RATE	10.37491	9.70163	10.26148
Taxable Value for City Ag Land	2,102,331	2,104,481	2,104,481
Ag Land	6,315	6,315	6,322
CITY AG LAND TAX RATE	3.00375	3.00074	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000	Current Year Certified 2024/2025	Budget Year Proposed 2025/2026	Percent Change
City Regular Residential	481	535	11.23
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000	Current Year Certified 2024/2025	Budget Year Proposed 2025/2026	Percent Change
City Regular Commercial	2,122	2,392	12.72

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

The city's general operations costs, such as purchasing supplies, gas, wages, health care costs, and liability & property insurance, have increased. The purchase of equipment, vehicles, and other assets has also increased.

ORDINANCE NO. 866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DYERSVILLE, IOWA, AMENDING CHAPTER 69 OF THE CODE OF ORDINANCES TO ADD SUBCHAPTER 69.13, REGULATING THE PARKING OF TRAILERS, BOATS, RECREATIONAL VEHICLES, CAMPERS, INOPERABLE VEHICLES, SEMIS, SEMI-TRAILERS, AND UNATTENDED VEHICLES IN CITY-OWNED PARKING LOTS

WHEREAS, the City of Dyersville recognizes the need to regulate the parking of trailers, boats, recreational vehicles, campers, inoperable vehicles, semis, and semi-trailers in city-owned parking lots to ensure the availability of parking spaces for the general public; and,

WHEREAS, the City of Dyersville aims to maintain the safety and orderliness of public parking areas; and,

WHEREAS, the City of Dyersville seeks to prevent the long-term parking of unattended vehicles in city-owned parking lots; and,

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

Section 1. Chapter 69 of the municipal ordinances of the City of Dyersville, Iowa is hereby amended to add subchapter 69.13 as follows:

69.13 Regulating Parking in City-Owned Parking Lots.

Section 1. Definitions. For the purposes of this ordinance, the following definitions shall apply:

- *Trailer* means any vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle.
- *Boat* means any vessel designed for navigation on water.
- *Recreational vehicle* means a motor vehicle or trailer which includes living quarters designed for accommodation.
- *Camper* means a motor vehicle or trailer equipped with living quarters.
- *Inoperable vehicle* means any vehicle that is not in a condition to be legally operated on public roads.
- *Semi* means a truck tractor.

- *Semi-trailer* means a trailer designed for use with a semi.

Section 2. Prohibited Parking. No person shall stand or park any trailer, boat, recreational vehicle, camper, inoperable vehicle, semi, or semi-trailer in any city-owned parking lot, except as provided in Section 3 of this ordinance.

Section 3. Exceptions. The following exceptions shall apply to the prohibition in Section 2:

- The Police Chief and City Administrator may grant temporary parking for trailers, boats, recreational vehicles, campers, inoperable vehicles, semis, and semi-trailers in designated areas, provided that such parking does not exceed a period of thirty (30) calendar days.
- Trailers, boats, recreational vehicles, campers, inoperable vehicles, semis, and semi-trailers may be parked in city-owned parking lots for the purpose of loading or unloading goods or materials, provided that such parking does not exceed a period of two (2) hours in twenty-four (24) hours.

Section 4. Unattended Vehicles.

- A. It shall be unlawful for any person to permit an unattended vehicle to stand or park in or about within a city-owned parking lot for twenty-four (24) hours or more without such vehicle being moved.
- B. The Police Chief or their designee, upon initiative or upon complaint, may take into custody any vehicle standing or parking in violation of this ordinance.
- C. Upon evidence that the vehicle has been parked within a city-owned parking lot for more than twenty-four (24) hours without being moved, the Police Chief or their designee shall issue a fine. If such vehicle has not been moved within twenty-four (24) hours from the time of the fine, or if there is evidence that the vehicle has been parked for more than forty-eight (48) hours before receiving the fine, the Police Chief or their designee may cause removal of the vehicle. When conditions permit, the Police Chief or their designee shall make a reasonable effort to contact the last registered owner of the vehicle before summarily removing the vehicle.

Section 5. Enforcement. The City of Dyersville shall have the authority to enforce the provisions of this ordinance. Any trailer, boat, recreational vehicle, camper, inoperable vehicle, semi, semi-trailer, or unattended vehicles parked in violation of this ordinance may be subject to towing and impoundment at the owner's expense.

Section 6. Penalties. Subchapter 70.03 of the municipal ordinances of the City of Dyersville, Iowa is hereby amended to add Subchapter 70.03(11): City Owned Parking Lot. Any person who violates the provisions of this ordinance shall be subject to a fine of \$50.00 for each violation.

Section 7. If any of the provisions of this ordinance are for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions, and those remaining portions shall be and remain in full force and effect.

Section 8. This Ordinance shall be in full force and effect following passage and publication of this Ordinance as provided by law.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

RESOLUTION NO. 24-25

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH EOCENE ENVIRONMENTAL GROUP, INC. FOR THE SW STORMWATER IMPROVEMENT PROJECT CONCEPT PLANNING AND DESIGN

WHEREAS, the City of Dyersville (the "City") recognizes the need for improvements to the stormwater management system in the southwest area of Dyersville, adjacent to 12th Ave SW, west of 11th Street SW, and Tegeler Pond; and,

WHEREAS, the City has identified Eocene Environmental Group, Inc. ("Eocene") as a qualified service provider to undertake the Concept Planning and Design phase of the SW Stormwater Improvement Project; and,

WHEREAS, Eocene has agreed to provide professional services, including stakeholder coordination, field survey, conceptual design, and the preparation of an engineer's cost estimate for the proposed stormwater improvements, as detailed in the Professional Services Agreement; and,

WHEREAS, the City Council of Dyersville finds it in the best interest of the City to enter into this agreement with Eocene to ensure the successful planning and design of the SW Stormwater Improvement Project; and,

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

Section 1. The Professional Services Agreement between the City of Dyersville and Eocene Environmental Group, Inc. for the SW Stormwater Improvement Project Concept Planning and Design is hereby approved.

Section 2. The Mayor of the City of Dyersville is hereby authorized and directed to sign the agreement on behalf of the City.

Section 3. The City Administrator is authorized to take any necessary actions to implement the terms of the agreement.

PASSED AND APPROVED this 3rd day of March 2025.

Jeff Jacque, Mayor

Tricia Maiers, City Clerk

Project:	SW Stormwater Improvement Project Concept Planning and Design – Dyersville, Iowa
Property:	SW Dyersville adjacent to 12 th Ave SW, West of 11 th Street SW and Tegeler Pond (See Exhibit A)
Client:	City of Dyersville
Contact:	Mick Michel, City Administrator
Address:	340 1 st Avenue E
City/State/Zip:	Dyersville, Iowa 52040
Phone:	563.875.7724
Email:	mmichel@cityofdyersville.com

AGREEMENT made this February 24th, 2025, by and between the service provider, Eocene Environmental Group Inc. (Eocene) and City of Dyersville (Client).

WHEREAS the client intends to engage the services of Eocene to: SW Stormwater Improvements: Concept Planning and Design .

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

NOW THEREFORE, the parties agree as follows:

1. Project

The SW Stormwater Improvements Conceptual Planning and Design phase includes stakeholder coordination, field survey, conceptual design and the engineers cost estimate for a series of stormwater improvements to be included in the Capital Improvement Plan (CIP) for the City of Dyersville

2. Scope of Services

This Scope of Services includes a conceptual design, and engineers cost estimate for the proposed stormwater improvements as shown in Exhibit A.

Task 1 – Project Management

- Organize and lead a kick-off (virtual) meeting to refine project goals, features, and schedule.
- Work with the Owner to determine the general features of the project and to define the project.
- concept.
- Assist the Owner with stakeholder coordination. This includes the options to meet stakeholders onsite concurrently with the field survey (Item 2b below), or a virtual meeting (up to 2)
- Perform general administrative duties including coordination with subconsultants (if applicable) and stakeholders, scheduling, meeting management, record keeping, and file management.

Task 2 – Field Data Collection

- Obtain utility information from Iowa One Call.
- Complete field surveys upon which to base design including spot elevations, culvert locations, manhole/intake inspections, cross-sections, ditch profile, soil and vegetation data, utilities and other.
- Assess erosional issues.
- Identify water of the U.S. (wetlands/streams) which may require permitting. Excludes a full delineation which may need to be completed in future phase.
- Photo document existing conditions

Task 3 – Concept Development

- f. Remote analysis to gather soil, drainage area, and storm event data for use in design.
- g. Create an electronic drawing illustrating elevations, site features, and existing utilities resulting from the topographic surveys performed.
- h. Calculate design inputs (flow path, time of concentration, curve number, etc.).
- i. Run a Storm and Sanitary Analysis (SSA) model for each practice.
- j. Prepare a preliminary Engineers Cost Estimate for each practice which shall include cost for design, plans and specs, permitting, construction and establishment.
- k. Complete conceptual 30% design and submit for Owner review and comment.
- l. Present to City Council – Concept Plan and Cost

Deliverables:

- a. For each practice:
 - Conceptual design with description
 - Preliminary Engineers Cost Estimate
- b. Presentation to the City Council

Eocene Responsibilities

Eocene Hereby agrees to:

- I. Provide the professional services as set forth in this Agreement; and
- II. Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Client Responsibilities

Client hereby agrees to:

- I. Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work; and
- II. Provide unrestricted access to the Property for Eocene to perform the services; and
- III. Provide copies of any previously completed reports that may be pertinent to this Project.

3. Schedule

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Upon receiving in writing the notice to proceed, the final deliverables within completed in 90 days.

4. Project Cost, Payment and Termination

The Client shall pay Eocene the Lump Sum Cost of Thirty-Seven Thousand, Five Hundred Dollars (\$37,500.00) for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

Invoices for Eocene's services will be submitted every 30 days or upon project completion if project completion is less than 30 days. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Eocene may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Time and material costs will be adjusted annually in accordance with rate increases paid to personnel, inflation, and market conditions.

Work Product

All field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Eocene as instruments of service and/or used in the preparation of the final project deliverables shall remain the property of Eocene. Eocene and the Client shall have the right to use, reproduce,

and retain copies of the final project deliverables, including electronic files (for example ArcGIS, AutoCAD) for their respective purposes.

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

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

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

Project Site

The Client agrees to use good faith efforts to maintain a safe Project site for Eocene staff and, as applicable, subcontractors and assigns. Such good faith efforts shall include, but not exhaustive, ensuring that Project site is free and clear of any imminent hazards that pose a direct and immediate danger to any such individual potentially affected.

Claims and Disputes

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Eocene. Eocene's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Eocene because of this Agreement or the performance or nonperformance of services hereunder. The Client and Eocene agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

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

Limited Liability

The Client agrees, to the fullest extent permitted by law, to limit the liability of Eocene and Eocene's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Eocene and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Mediation

In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Eocene agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Eocene further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar

mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

Controlling Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

Assignment

Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

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

CITY OF DYERSVILLE

Accepted by:

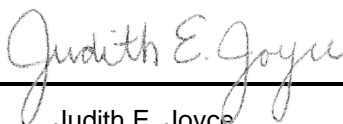
Printed/Typed Name:

Title:

Date:

EOCENE ENVIRONMENTAL GROUP INC.

Accepted by:



Printed/Typed Name:

Judith E. Joyce

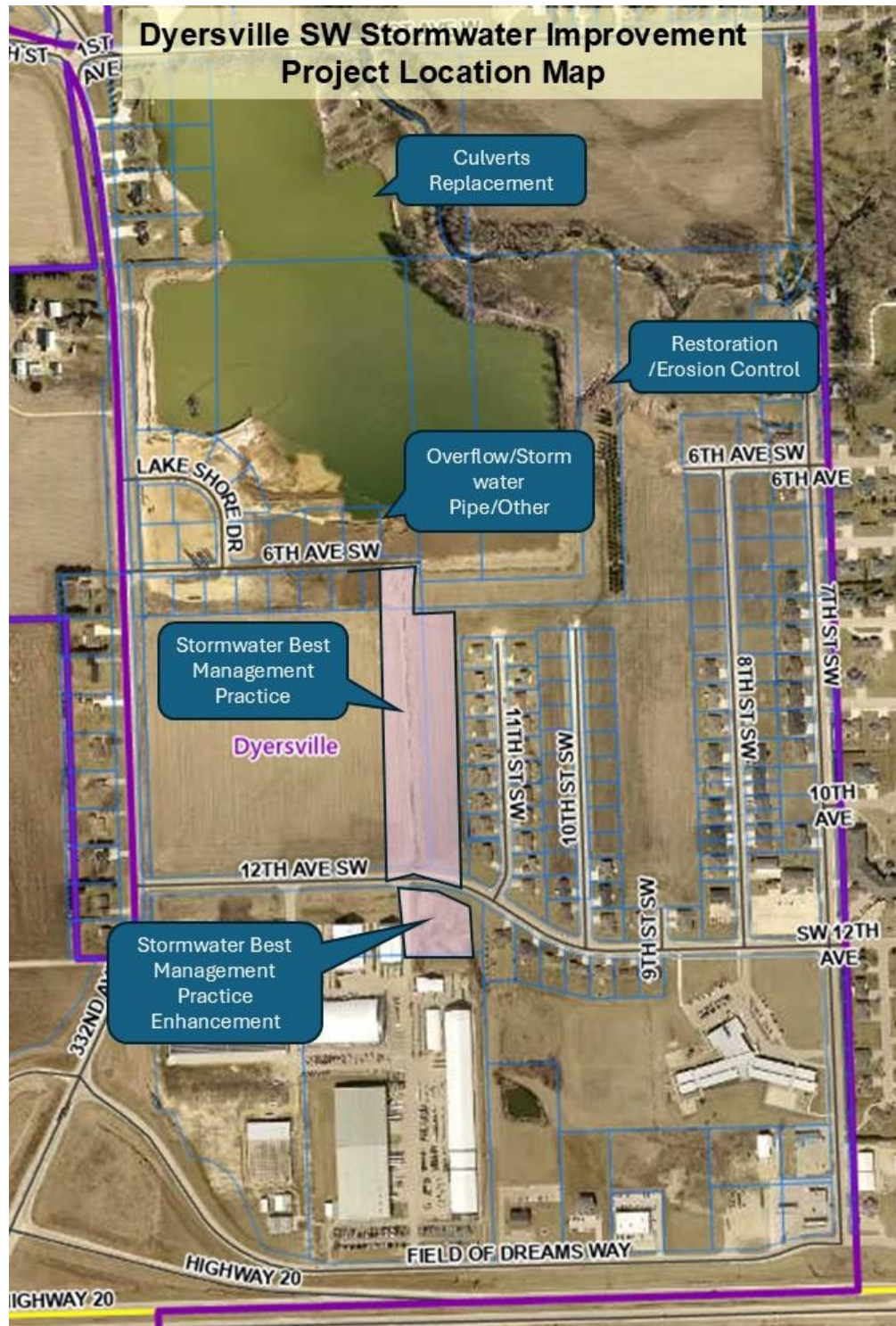
Title:

Director

Date:

February 24, 2025

Exhibit A: Project Area Map



February 13, 2025

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

RE: SW Stormwater Improvement Project Concept Planning and Design

Dear Honorable Mayor Jacque and Council Members:

I am writing to inform you about the proposed agreement with Eocene Environmental Group, Inc. for the SW Stormwater Improvement Project Concept Planning and Design. This agreement is crucial for addressing the stormwater management issues in the southwest area of Dyersville, particularly in the vicinity of 12th Ave SW, west of 11th Street SW, and Tegeler Pond.

The need for this agreement arose from an issue reported by a K&K Building and Supply, Inc. representative in July 2024. The representative highlighted concerns regarding the ditch that flows through their property. K&K Building and Supply, Inc. is eager to proceed with its residential development project but requires the city to manage stormwater control in the area.

K&K Building and Supply, Inc. has proposed donating land to construct a detention basin, provided the city moves and compacts fill on their residential development site. This donation will offer significant public benefits by addressing the stormwater problem in the area and preserving more space for future development.

The city must hire a consultant to optimize public improvements in the area, particularly for the design and construction of the detention basin. This consultant will assist in developing plans, designing the project, and providing cost estimates. Additionally, the consultant will ensure that appropriate barriers are constructed between the basin and the residential lots to the east, making the basin safe and visually appealing.

The Professional Services Agreement with Eocene Environmental Group, Inc., outlines the scope of services, including:

1. Project Management:
 - Organizing and leading a kick-off meeting to refine project goals, features, and schedule.

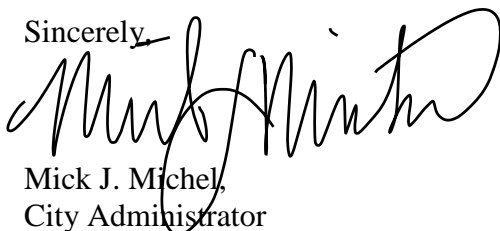
- Assisting with stakeholder coordination, including options for on-site or virtual meetings.
 - Performing general administrative duties such as coordination with sub-consultants, scheduling, meeting management, record keeping, and file management.
2. Field Data Collection:
- Obtaining utility information.
 - Completing field surveys, including spot elevations, culvert locations, manhole/intake inspections, cross-sections, ditch profiles, soil and vegetation data, and utilities.
 - Assessing erosional issues and identifying waters of the U.S. (wetlands/streams) which may require permitting.
 - Photo documenting existing conditions.
3. Concept Development:
- Conducting remote analysis to gather soil, drainage area, and storm event data for use in design.
 - Creating electronic drawings illustrating elevations, site features, and existing utilities.
 - Calculating design inputs and running a Storm and Sanitary Analysis (SSA) model for each practice.
 - Prepare a preliminary engineer's cost estimate for each practice, including costs for design, plans, specs, permitting, construction, and establishment.
 - Completing a conceptual 30% design and submitting it for Owner review and comment.
 - Presenting the Concept Plan and Cost to the City Council.

The total cost for these services is \$37,500.00.

I recommend that the City Council approve the agreement with Eocene. This will enable us to proceed with the necessary planning and design work to address the stormwater management issues and support the residential development project by K&K Building and Supply, Inc.

Thank you for your time and consideration.

Sincerely,



Mick J. Michel,
City Administrator

1701 Route 35 North
East Dubuque, IL 61025
Phone: 815.747.8833
Fax: 815.747.6043
Email: eastdub@whks.com
Website: www.whks.com



December 14, 2019

Mick Michel
City Administrator
City of Dyersville
340 1st Avenue East
Dyersville, IA 52040

RE: Tegeler Pond Storm Water Study

Dear Mick:

In June of 2019 WHKS prepared a draft storm water report for the Tegeler Pond Development area in the City of Dyersville. WHKS presented the findings of this report to the City Council in June of 2019. The Council subsequently had a series of follow-on questions. They requested that WHKS consider variations of the alternatives presented to further define project costs and potential cost sharing with private developers. WHKS returned to the Council for a work-session in August of 2019 and presented the additional findings with further input from project stakeholders. At the Council work session various stakeholders raised concerns regarding the broader development of the area and those concerns went beyond the original scope of the study. At the conclusion of the work session the Council directed City staff to further consider how the development of this area may be implemented. Our understanding, at the conclusion of the work session, was that the City conduct further coordination with stake holders as needed to identify the long-term vision of this area, and to work through development agreements. The information presented by WHKS provided a framework for potential storm water infrastructure development for the central and eastern portions of the developable area. Further City coordination regarding the future development of the western portion of the site, as well as cost-sharing arrangements and development agreements, were still undefined.

At your request, this letter summarizes our findings and recommendations from our original work so that this information may used by the City to further the development of this area. In summary, our findings and recommendations based on the original project scope are as follows:

Findings:

1. The historical development of the Tegeler Pond area significantly altered the local hydrology and recent development did not account for future storm water conveyance and water quality concerns within the pond as a result.
2. WHKS studied a portion of the existing Tegeler Pond watershed and storm sewer system (primarily south of the pond) and determined that there is limited capacity for detention and retention within the existing developed area.
3. The existing storm sewer system within the residential developments southeast of Tegeler Pond are not properly sized to collect and convey the 10-yr 24-hour design event, which is the typical design criteria set by the City.

4. The alignment and configuration of the existing storm sewer system does not allow for, or accommodate, the layout of the proposed residential developments south and east of Tegeler Pond.

WHKS examined alternatives for the construction of a new storm water management system beginning near the south end of 11th St. SW, flowing north and then turning to the northeast to a discharge point at Bear Creek.

Recommendations:

1. The City should coordinate future storm water improvements with the developer(s) and owners of project area. Development agreements should be negotiated and agreed upon before any additional development work is implemented.
2. Completely re-routing of storm water from the south around Tegeler Pond is not recommended due to cost and physical constraints (depth and cover) required to construct a system large enough to convey the design event.
3. Based on the proposed development layout, it is recommended that the City construct a new storm sewer trunk line beginning near the north end of 11th St. SW and following the alignment of the proposed road extending west from the end of 6th Avenue SW
4. The existing 36-in storm sewer trunk line serving the residential areas along 11th Street SW should be removed and replaced with a 54-inch equivalent storm sewer trunk line along the alignment previously described. A 54-inch equivalent storm sewer is the estimated size needed to convey runoff from a 10-year 24-hour rainfall event from the contributing upstream watershed.
5. The system should be constructed with an overflow culvert that discharges into Tegeler Pond during runoff events that exceed the capacity of the proposed trunk line. At a minimum, a small pond or water control structure should be constructed at the intersection of the overflow culvert and trunk line inlet to regulate the flow of water during large events.
6. The City may wish to consider constructing a storm water wetland along and adjacent to the existing drainage ditch that flows north parallel to 11th St. SW. A wetland in this location would provide water quality benefits and limited storm water detention. A wetland could also function as amenity providing green space and habitat.
7. The existing outlet on the north end of Tegeler pond is not adequately sized to convey discharge from large events to Bear Creek. The City should consider constructing a new outlet with additional capacity. Further study will be needed to evaluate outlet configurations that balance the need to discharge with the desire to prevent backflow from the river during infrequent runoff events.
8. The collection and conveyance of storm water from areas west of the original project area were not considered. Interest was expressed in enlarging the proposed trunk line to accommodate additional runoff from these areas. However, both cost and physical constraints may prevent the up-sizing of the trunk line at this time. If these areas were to be developed it is assumed that new storm water infrastructure including structures to address water quality and rate control would be needed.

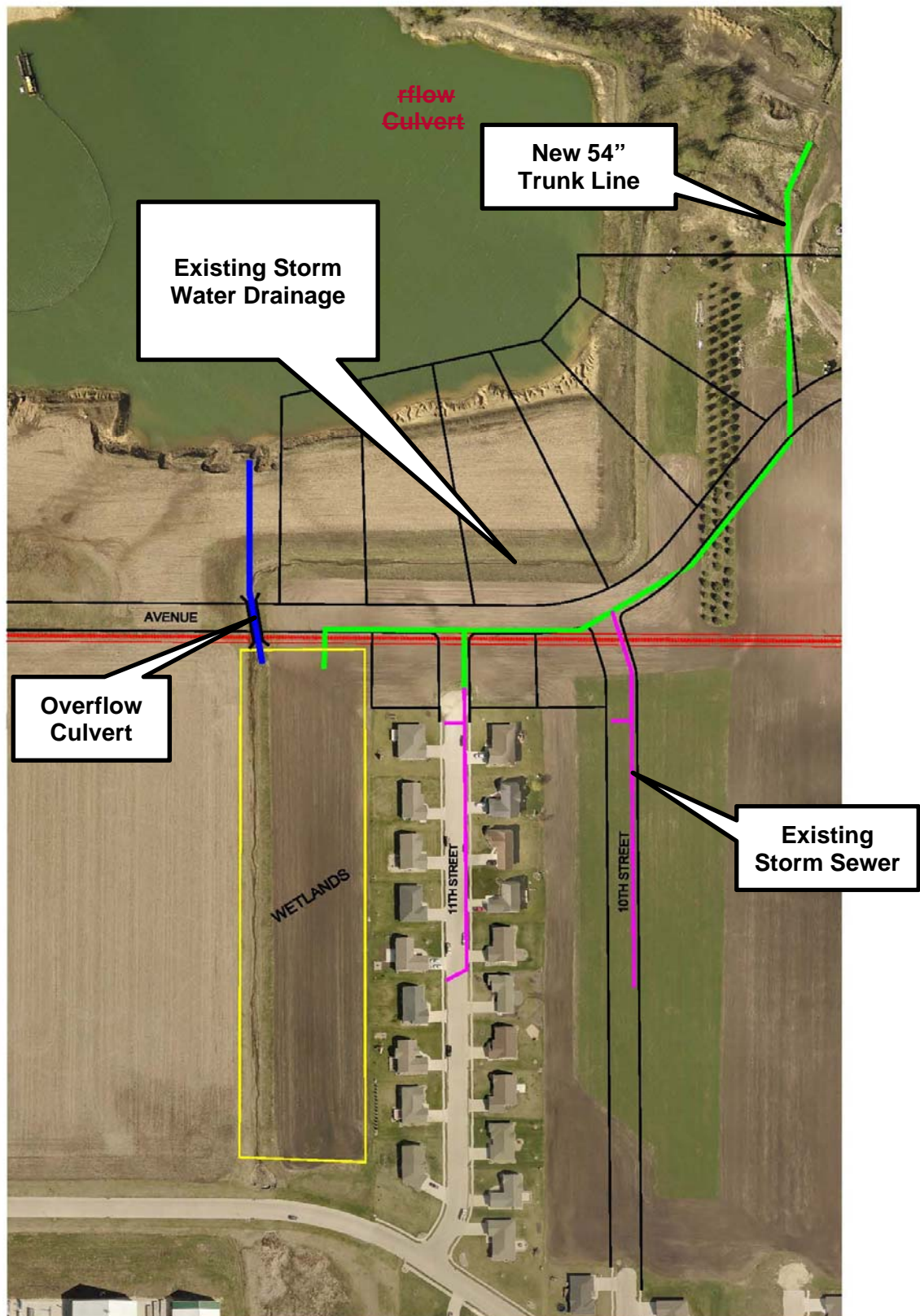
A concept schematic of the recommended improvements is attached for your reference. WHKS previously provided the City with data developed for the draft report including figures and schematics of the existing watershed conditions as well as the alternatives considered. WHKS also provided the Council with preliminary cost opinions to construct the proposed improvements.

As the City moves forward with this project it is likely that negotiations and agreements with project stakeholder will be required before further refinement of these alternatives can be accomplished. If you wish for us to provide you with any additional data, please do not hesitate to ask. If you require additional professional services, we welcome the opportunity assist you.

Sincerely,

WHKS & co.

Nathan Anderson



Dyersville - Tegeler Pond Project



Nathan Anderson, PE

Site Overview

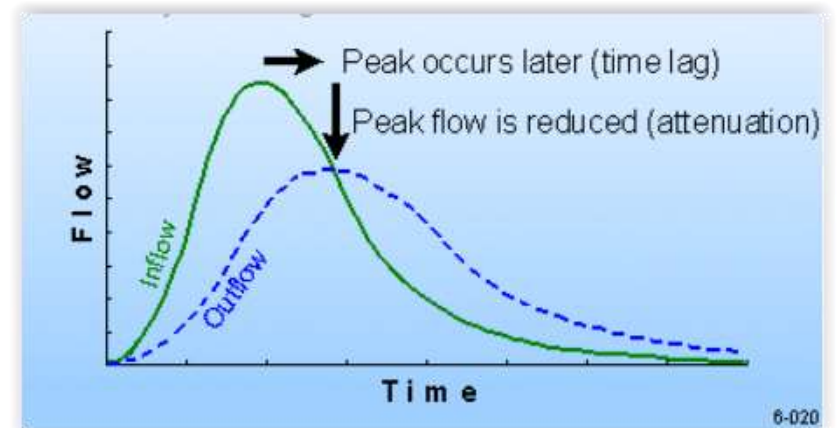
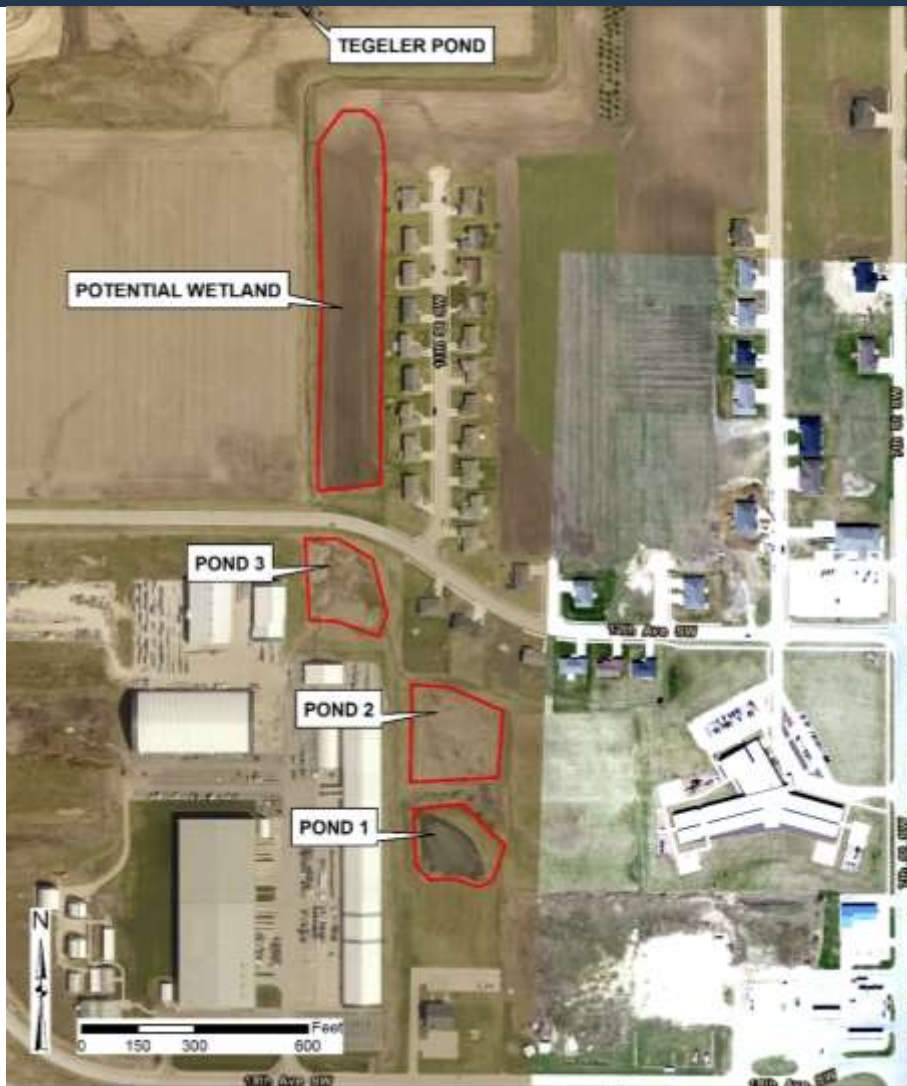


- Existing Storm System
- Retention Evaluation
- Proposed System Layout
- Wetland Vision
- Relative Costs
- WHKS Recommendation
- Land Owner-City in Agreement

Existing Storm System

- Existing storm main is a 36" pipe
- Evaluated for a 10-yr 24-hr runoff event
- Existing pipe cannot convey design event
- No additional capacity available
- Existing storm sewer layout does not allow for the proposed development

Retention Evaluation



Proposed Storm System Layout



- Realignment of sewer will be required regardless of conveyance from the south
- Minimum 48" pipe required to convey design event for existing, w/ existing 36" pipe relayed
- Proposed subdivisions should consider large storm overland routes
- Additional capacity needed for rerouted flow

Capacity Analysis

Pipe Size	Capacity*	Correlating Event (stand alone pipe)	Correlating Event (combined pipe)
36 in	58	<2	<2
48 in	124	~10	~2
54 in	170	~25	~10
60 in	225	~50	~25
66 in	290	~100	~50
72 in	366	>100	~100

*Several Assumptions

Wetland Options



- Wetland as an Alternative
- Would Provide Water Quality Benefits & Sediment Control
- Provided limited factor of safety
- Aesthetics and Recreation consideration
- Without wetland, small pond needed
- Without wetland, ditch or pipe conveyance still required

Wetland Vision

Item 24.



Recommendations

- **Project needs must be coordinated with the developer**
- **Additional developments will need detention ponds**
- **Construct 54" equivalent RCP trunkline**
- **Alternative: 48" RCP with developer relaying 36" pipe with overflow to Tegeler Pond (dual trunklines)**
- **Depending on grading, low profile pipe may be required (cost increase)**
- **Pond impacts reduced by providing sedimentation area and removing nutrients with wetland**

Future Culvert across Proposed East-West Avenue (overflow)

- **~80 L.F. of 12' x 5' Culvert:**
- **\$120 - \$150K**

Relative Cost

- **New 48" RCP main: \$330,000 (\$220/ft)**
- **New 54" RCP main: \$390,000 (\$260/ft)**
- **New 60" RCP main: \$427,000 (\$285/ft)**
- **New 66" RCP main: \$457,500 (\$305/ft)**
- **New 72" RCP main: \$525,000 (\$350/ft)**

- **New Wetland: \$200K to \$300K+ (however)**

- **This does not include relaying of private 36" storm sewer or structures**
- **Length of the proposed storm sewer pipe is estimated at 1,500 feet**

Other Considerations

Reconstruction Pond Outlet



Discussion

- Questions
- Comments
- Direction

Tegeler Pond Project



Nathan Anderson, PE

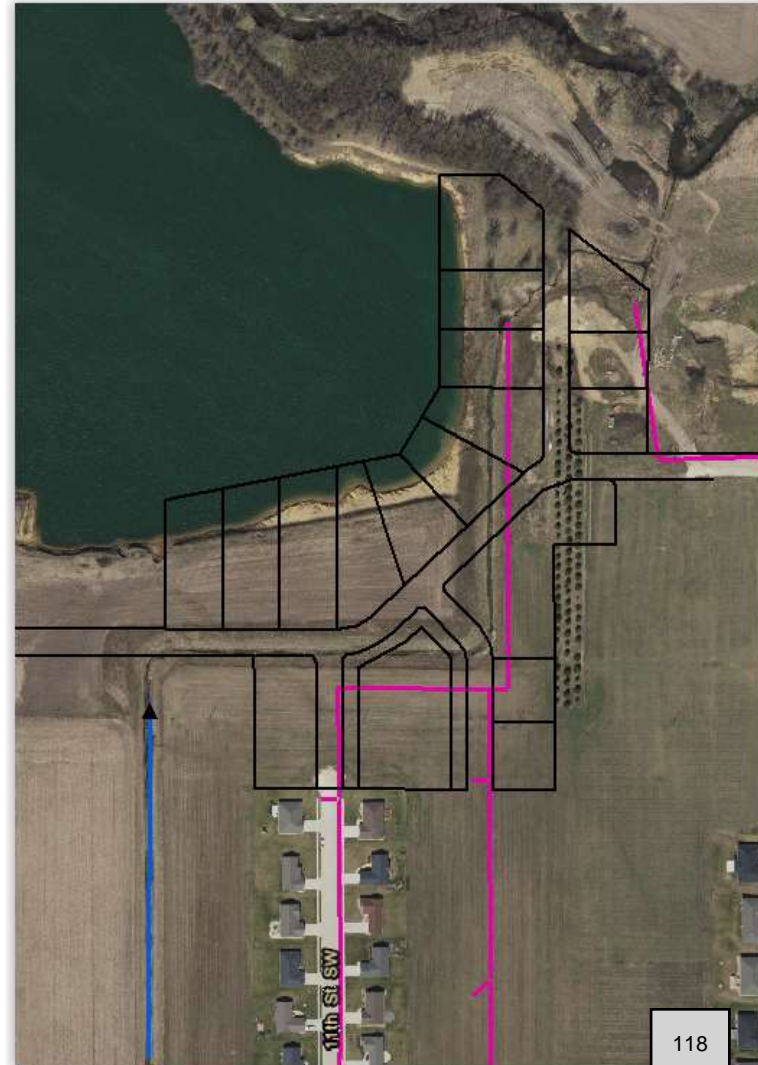
Overview



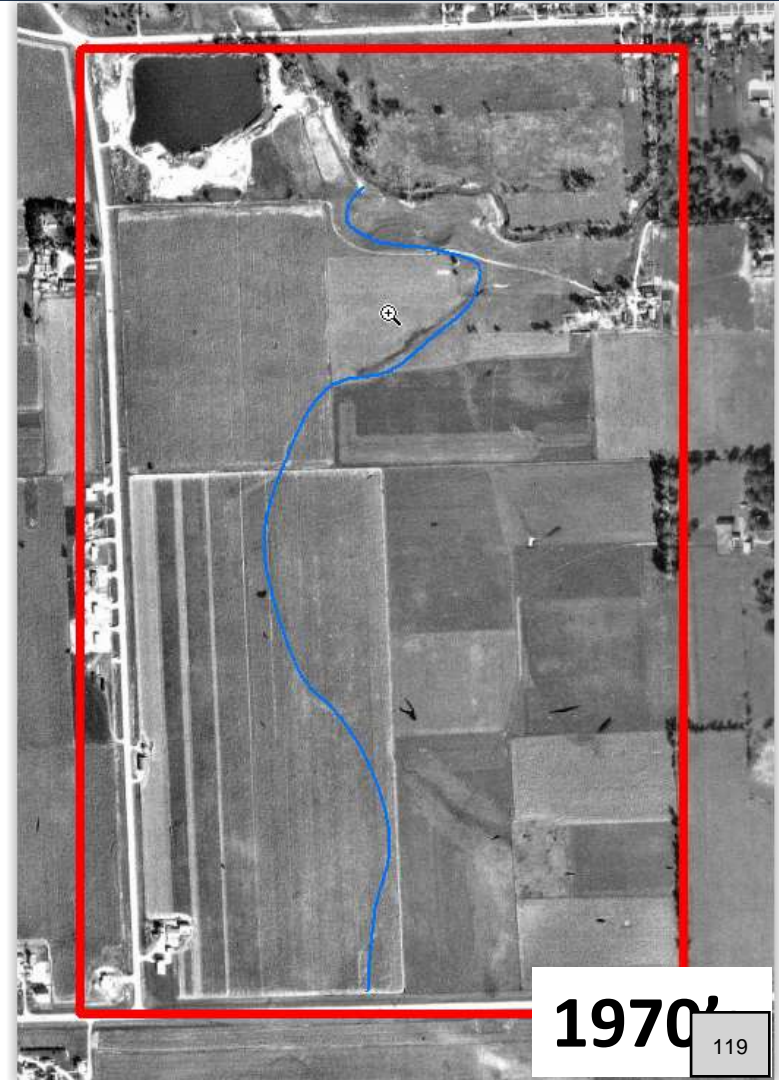
- **Project Understanding**
- **Brief History**
- **Thought Process**
- **Existing Storm System**
- **Retention Evaluation**
- **Options for further consideration**

Project Understanding

- Proposed development around Tegeler Pond
- Drainage from the south
- (~120 Acres)
- Need to route storm water from the south to Bear Creek
- Concerns of discharge to Tegeler Pond
- Cost concerns of routing around Tegeler Pond
- Need to evaluate alternatives
- Multiple project aspects



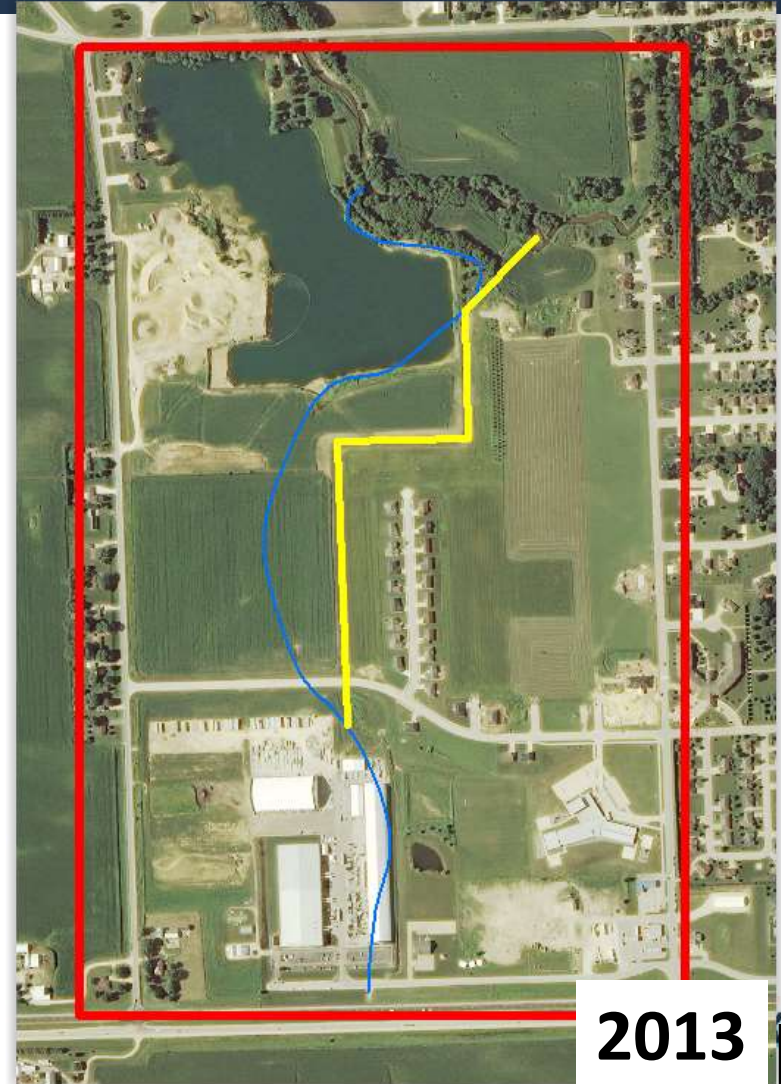
A Brief History



A Brief History



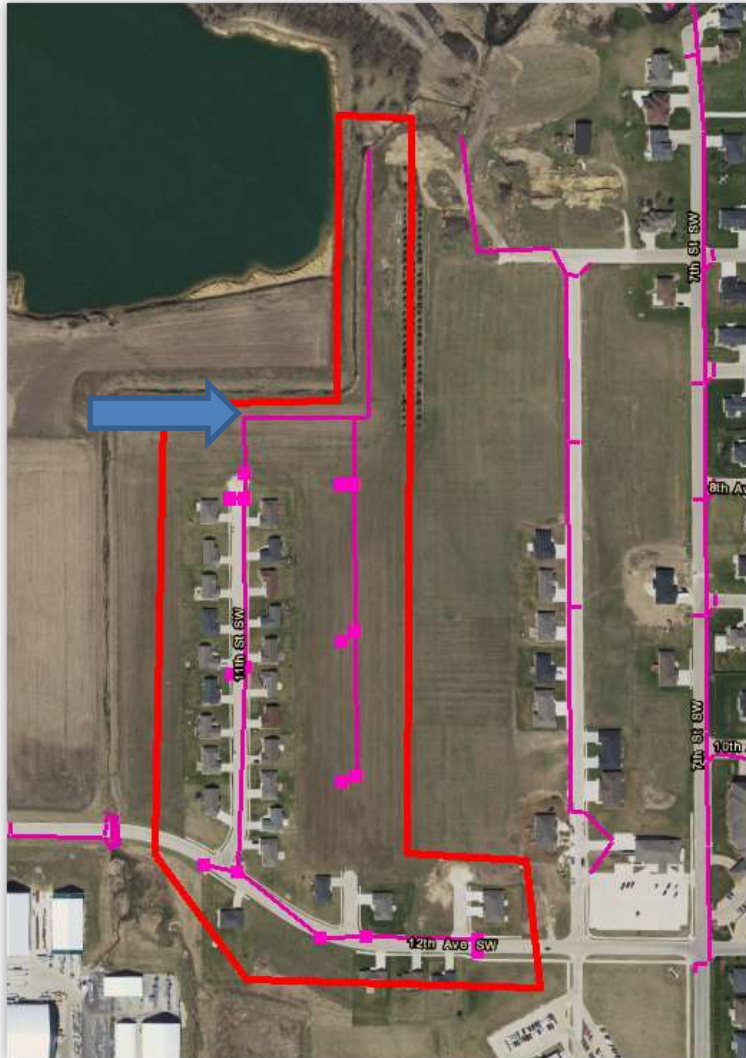
A Brief History



Investigation Thought Process

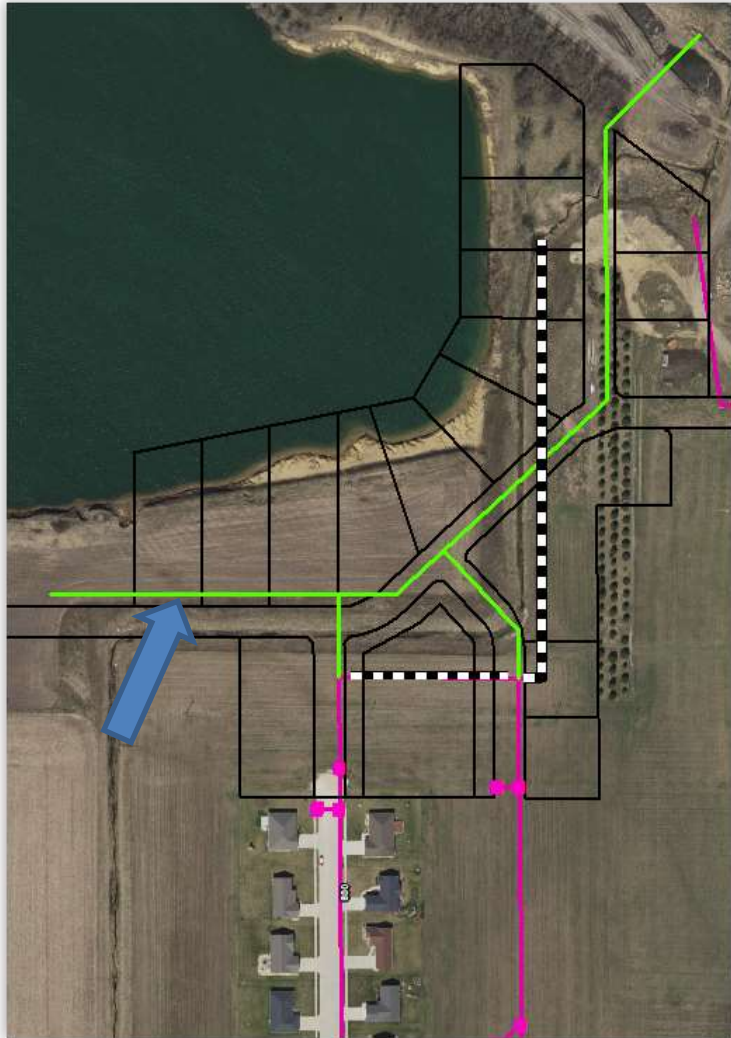
- **Discharge to Tegeler Pond is not desired (multiple concerns)**
- **Routing of storm water directly to stream is preferred**
- **Construction of large storm sewer will be costly**
- **Minimize construction cost by providing upstream retention (multiple sites)**
- **Need to evaluate existing storm sewer capacity**

Existing Storm Capacity



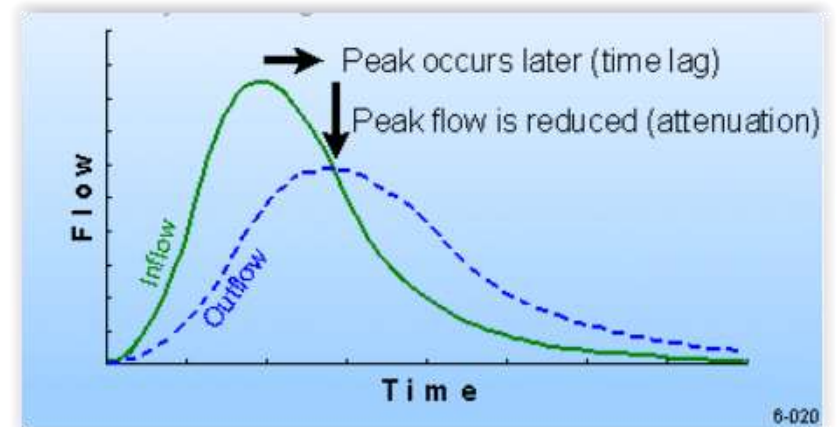
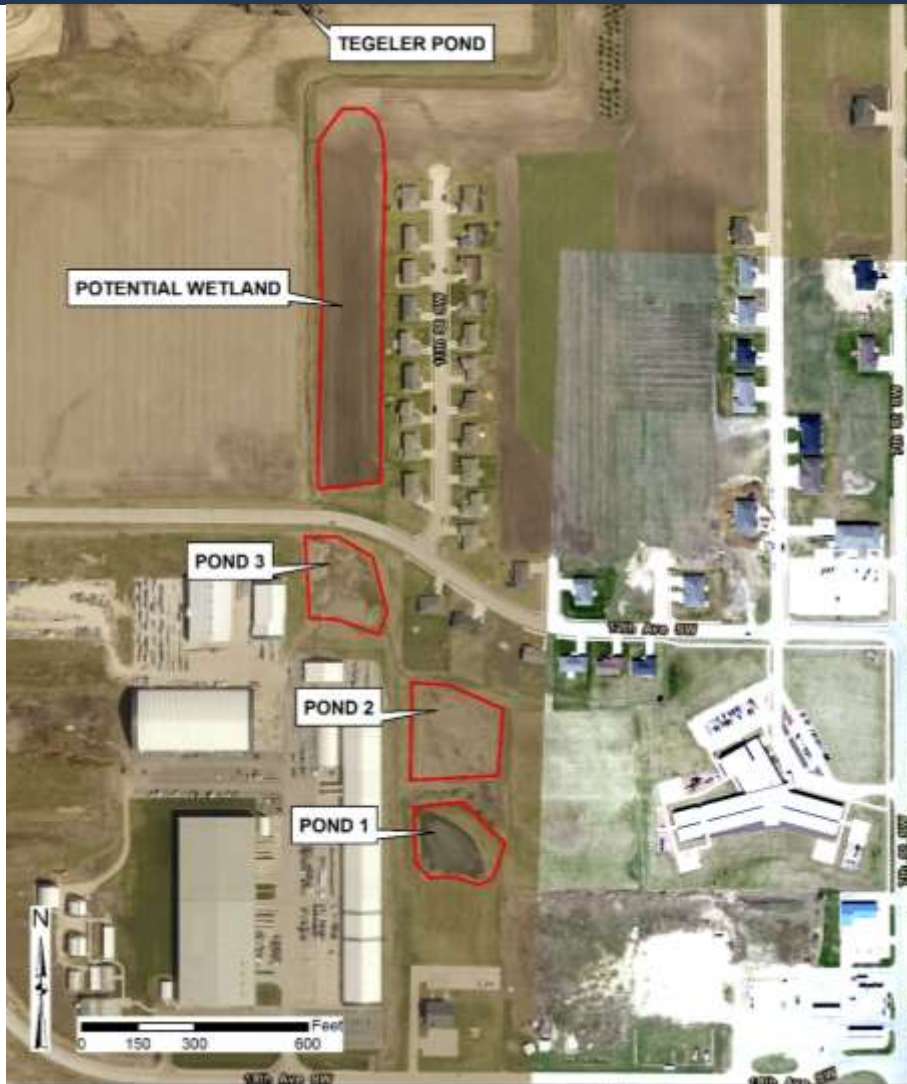
- Existing storm main is a 36" pipe
- Evaluated for a 10-yr 24-hr runoff event
- Existing pipe cannot convey design event
- No additional capacity available

Existing Storm System Layout



- Existing storm sewer layout does not allow for development of concept provided
- Realignment of sewer will likely be required regardless of conveyance from the south
- Minimum 48" pipe required to convey design event for existing
- Development should consider safe overflow
- Additional capacity needed for rerouted flow

Retention Evaluation



Wetland Vision

Item 24.

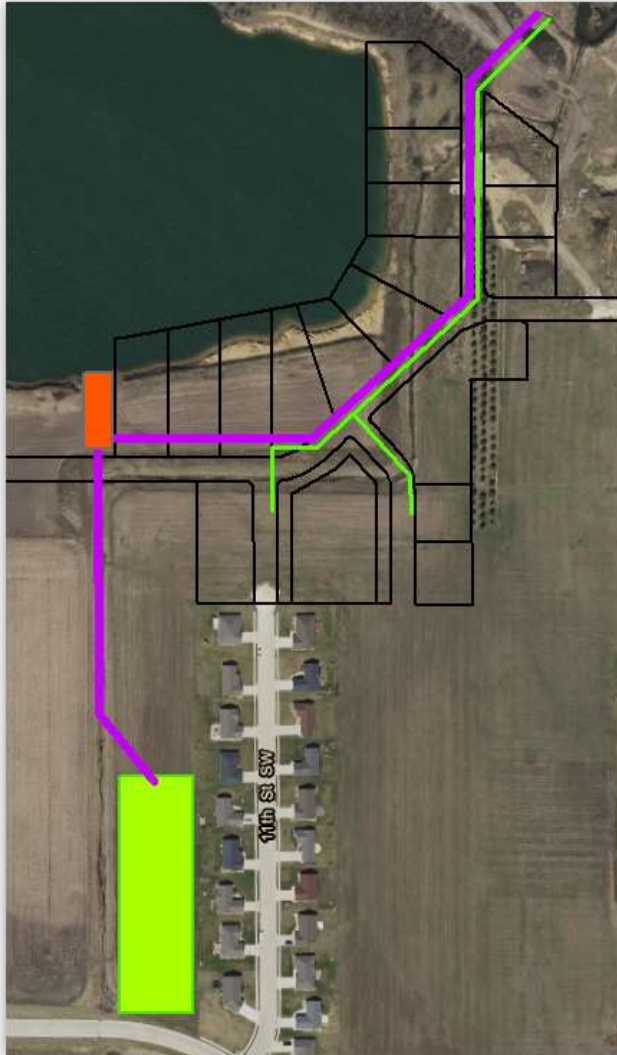


Site Limitations



- Existing ponds have limited capacity or are serving intended purpose
- Potential permitting issues
- A wetland may be possible
- Wetland topography not well suited for storm detention due to existing homes
- At best, perhaps half of the area is suitable for detention (pond)

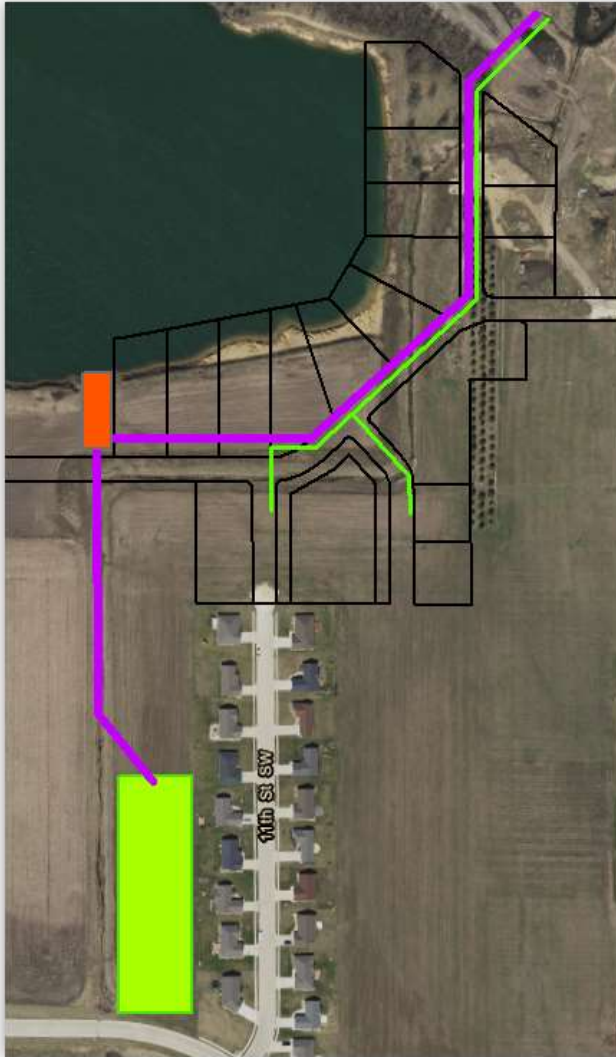
Option 1 - Storm Sewer System



- Includes small pond
 - One pipe size reduction
 - Sediment capture
- Storm sewer is primary outlet
- Additional 48"+ equivalent pipe needed to convey design event from the watershed to the south
- Design event of 10-yr 24-hr storm
- Overflow to Tegeler pond still required unless.....
- 100-yr event requires 72" pipe

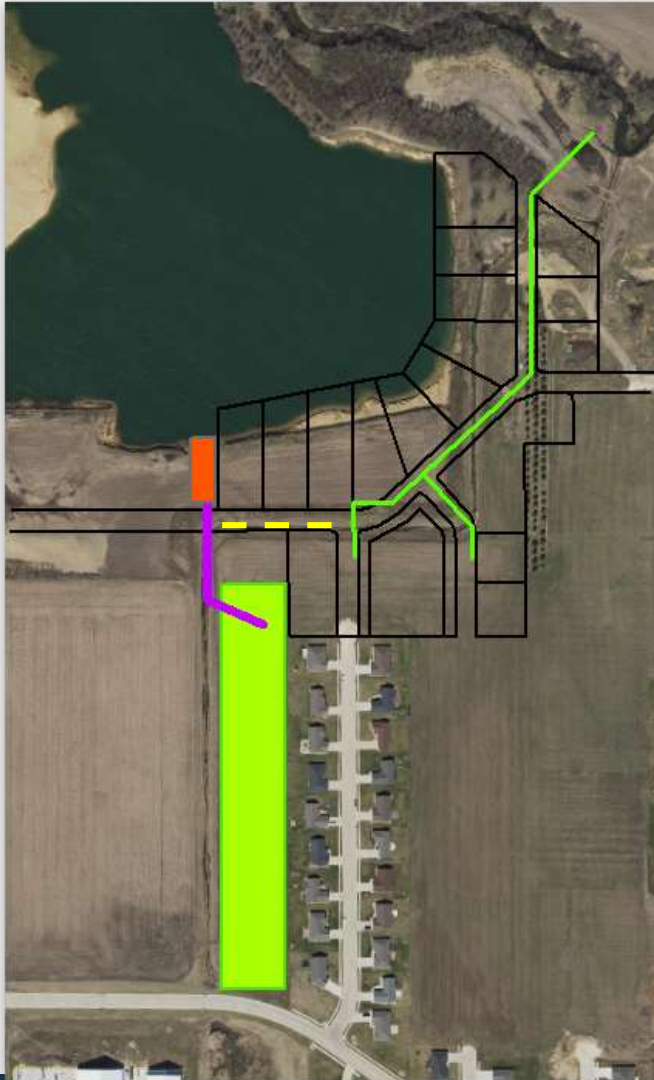
Option 2 – Reduce Criteria

Item 24.



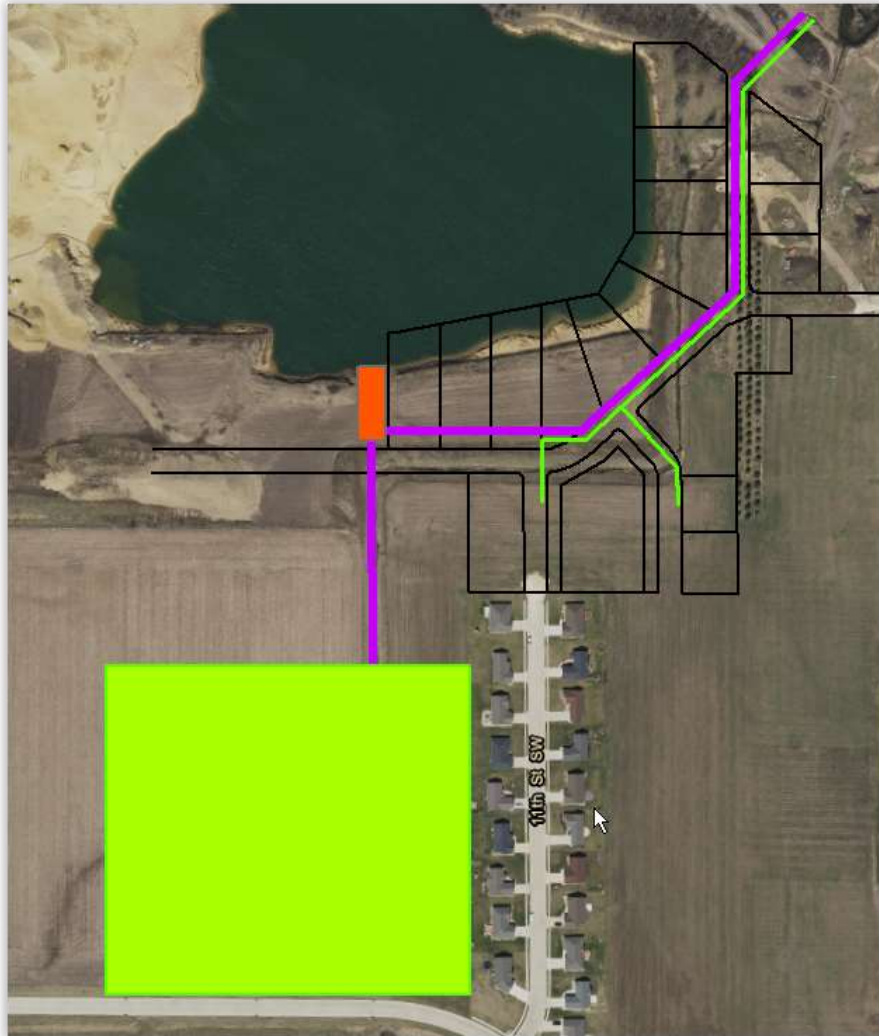
- Design event reduced to less than 10-yr 24-hr storm
- Greater and more frequent overflow to Tegeler Pond
- Smaller pipe to convey lesser events to stream
- Wetland optional (with increased overflow)

Option 3a & 3b – Discharge to Pond



- Limited storm sewer required
- Wetland would provide treatment
- Allows development to occur on a different timeline
- 3a: All water routed to Tegeler Pond
- 3b: Most water discharged to pond
- 3b: Small pipe conveys most nutrients to stream via sewer

Option 4 – Expanded Wetland



- Similar concept to storm sewer system
- Expanded pond/wetland allows for reduced pipe size by providing more retention
- Water quality and sediment control benefits
- Limited discharge to pond
- Still may require overflow (depending on area available)

Relative Cost

- City borne costs are difficult to estimate
- Development cost vs City cost?
- Expenditure timeline?
- Requirement vs amenity?
- Land cost?
- Lowest Cost alternative will involve discharge to Tegeler Pond
- Only way to avoid discharge to pond is
 - A) Large storm sewer
 - B) Acquire land for pond

Relative Cost

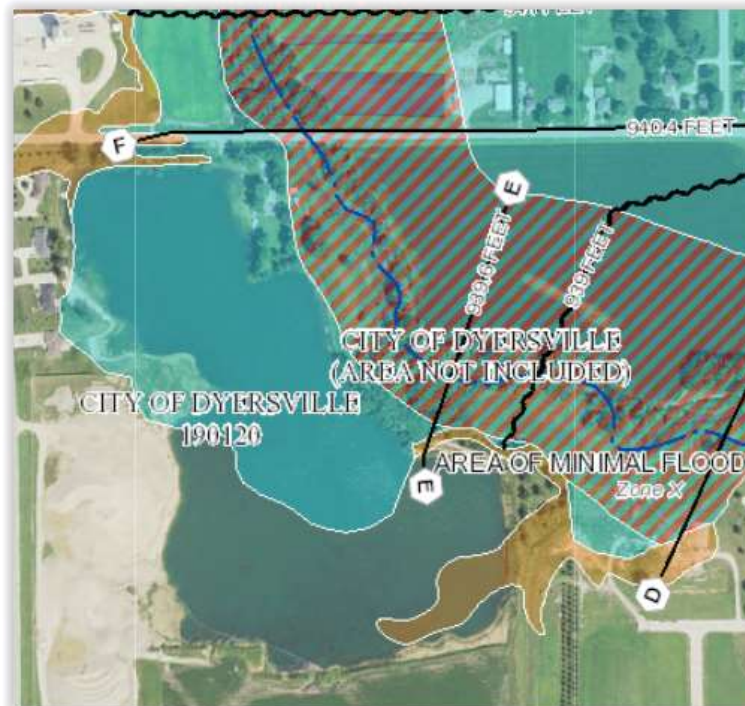
- New 72" main: \$900K to \$1M (min)
- New 48" main: \$400K to \$500K (min)
- New Pond: \$100K to \$200K
- New Wetland: \$200K to \$300K

Recommendations

- Project needs to be coordinated with the developer
- Consider additional development
- Option 3 or 3a likely the best alternative to balance cost vs impact to the pond
- Pond impacts reduced by providing sedimentation area and removing nutrients with wetland
- Wetland provides opportunity for amenities such as recreation and habitat

Recommendations

- Further investigate pond outlet
- Keep in mind the existing floodplain



Discussion

- Questions
- Comments
- Direction

RESOLUTION NO. 27-25

Approving Amendment Two to Grant Agreement between
Iowa Department of Homeland Security and Emergency Management
and
City of Dyersville

WHEREAS, a grant agreement between the City and the Iowa Department of Homeland Security and Emergency Management was executed on March 23, 2023; and,

WHEREAS, this City Council has reviewed and considered Amendment Two to Grant Agreement; and,

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

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

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

Passed and Approved March 3, 2025.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

Amendment Number Two

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management (HSEMD)

And

City of Dyersville

GRANT AGREEMENT NO: HMGP-DR-4642-IA-0002

PROJECT TITLE: Dyersville Acquisition Project

PERFORMANCE PERIOD START DATE: 02/10/2023

PERFORMANCE PERIOD END DATE: 06/23/2025

This is Amendment Number Two to the above-referenced Subaward Agreement (AGREEMENT) between Iowa Department of Homeland Security and Emergency Management (HSEMD) and the City of Dyersville (SUBRECIPIENT). The original AGREEMENT was executed on 03/23/2023.

Page 4 of 12, III. Period of Performance, paragraph 1, of said AGREEMENT is amended to read:

The approved Period of Performance for this subaward is from *02/10/2023 through 06/23/2025*. All work must be completed prior to the end of the Period of Performance. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

All other paragraphs in said AGREEMENT remain unchanged.

IN WITNESS WHEREOF, HSEMD, the SUBRECIPIENT, and the AUTHORIZED REPRESENTATIVE have executed this AGREEMENT by the signatures of authorized persons of the entities and on the date indicated below:

Iowa Department of Homeland Security and
Emergency Management:

Dennis Harper
Alternate GAR

Date

City of Dyersville:

Jeff Jacque
Mayor

Date

Authorized Representative (optional)

Date

AWARD DOCUMENT - Commitment to Award and Accept Funds			
Federal Assistance Listing	Hazard Mitigation Grant Program (HMGP)	Subrecipient Grant Agreement Number	HMGP-DR-4642-IA-0002
Assistance Listing Number	97.039		
Subaward Project Description	A - Property Acquisition	Subrecipient UEI Number	KLB5JGHB7ME5
Federal Awarding Agency	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)	Subrecipient Prior Award Amount	\$ 192,702.00
Pass-Through Entity and State Administering Agency	Iowa Department of Homeland Security & Emergency Management (HSEMD)	Amount Awarded This Action + or (-)	\$ -
Federal Award Date	2/10/2023	Total Funds Obligated	\$ 192,702.00
Indirect Cost Rate	Not Applicable	Total Federal Award	\$ 174,297.00
Federal Award Identification Number	4642DRIAP000000025	Total State Award	\$ 18,405.00
Subrecipient Organization	City of Dyersville 340 1st Avenue East Dyersville, IA 52040	Total Local Award	\$ -
Research & Development (R&D)	Non-R&D	Sub-Award Budget/Performance Period	Start Date: 02-10-2023
			End Date: 06-23-2025
Sub-Award Project Title	Dyersville Acquisition Project		
Federal Project Description	See Exhibit B of Subaward Agreement		



JOHN R. BENSON, HOMELAND SECURITY ADVISOR
AND EMERGENCY MANAGEMENT DIRECTOR

February 20, 2025

Mick Michel
City Administrator
City of Dyersville
340 1st Avenue East
Dyersville, IA 52040

SUBJECT: **HMGP-DR-4642-IA-0002**
Dyersville Acquisition Project

Dear Mick Michel,

City of Dyersville has been granted an approval on the amendment request for a time extension. I have included one original subaward amendment for your review, approval and signature.

Please scan and email the signed copy to your project officer (Rana Scarlett, rana.scarlett@iowa.gov) and mitigation finance officer (Danielle Simmons, danielle.simmons@iowa.gov).

We will scan the fully executed amendment into EMGrantsPro for your access.

If you have any questions or need assistance, please do not hesitate to call me at 515-314-9692 or e-mail me at danielle.simmons@iowa.gov.

Sincerely,

**Danielle
Simmons**

Digitally signed by
Danielle Simmons
Date: 2025.02.20
14:06:01 -06'00'

Danielle Simmons
Mitigation Finance Officer

Enclosure

RESOLUTION NO. 28-25

A RESOLUTION SETTING A PUBLIC HEARING DATE FOR THE 1ST AVENUE EAST ADA ACCESS IMPROVEMENT PROJECT 2025

WHEREAS, the City Council of Dyersville, Iowa, has received the proposed plans, specifications, and estimate of cost for the 1st Avenue East ADA Access Improvement Project 2025; and,

WHEREAS, the proposed plans, specifications, and estimate of cost for said project are now on file in the office of the City Clerk Office; and,

WHEREAS, the City Council wants to allow interested people to review and comment on the project.

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

Section 1. A public hearing on the proposed plans, specifications, and estimated cost for the 1st Avenue East ADA Access Improvement Project 2025 is hereby scheduled for the 17th day of March 2025 at 6:00 pm at the City Council Chambers located at the Memorial Building, 340 1st Avenue East Dyersville.

Section 2. Project Description: The 1st Avenue East ADA Access Improvement Project 2025 consists of an ADA Access Ramp to businesses on the north side of 200 block of 1st Avenue East.

Section 3. The City Clerk is directed to publish notice of the public hearing under the law.

PASSED and APPROVED by the Dyersville City Council this 3rd day of March 2025.

Jeff Jacque, Mayor

ATTEST: Tricia Maiers, City Clerk

RESOLUTION NO. 29-25

A RESOLUTION AWARDDING AND APPROVING A CONTRACT FOR FIELD OF DREAMS MOVIE SITE ROADWAY—PAVING AND DRAINAGE 2025 PROJECT

WHEREAS, pursuant to notice duly published in the manner and form prescribed by the Dyersville City Council and as required by law, bids, and proposals were received by the City Clerk and reported to the City Council on March 3, 2025, for the Field of Dreams Movie Site Roadway—Paving and Drainage 2025 Project; and,

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Field of Dreams Movie Site Roadway—Paving and Drainage 2025 Project; and,

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

SECTION 1. Field of Dreams Movie Site Roadway—Paving and Drainage 2025 Project contract is hereby awarded to Top Grade Excavating, Inc., Farley, Iowa, as prescribed in the Contract Agreement.

SECTION 2. The Contract Agreement for the Field of Dreams Movie Site Roadway—Paving and Drainage 2025 Project is hereby approved.

SECTION 3. The Mayor and City Clerk are authorized and ordered to enter into the Contract Agreement with Top Grade Excavating, Inc.

SECTION 4. The City Administrator will be the official representative of the Owner, and he is authorized to issue a Notice to Proceed.

SECTION 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2025.

Jeff Jacque, Mayor

Tricia L. Maiers, City Clerk

To: Mayor Jacque and City Council Members
Cc: Mick Michel
From: John Wandsnider, City Engineer
Date: February 26, 2025
Subject: Field of Dreams Movie Site Roadway – Paving and Drainage 2025
Bid-Opening, Recommendation for Award

On February 25 at 2:00 p.m., bids for the Field of Dreams Movie Site Roadway – Paving and Drainage 2025 project were opened and read aloud. A total of 10 bids were received. The attached Bid Opening Tabulation provides the details of the bids received.

The low bid of \$841,615.00 was submitted by Top Grade Excavating, Inc. of Farley, Iowa. Top Grade Excavating, Inc has the experience, equipment, and workforce to successfully complete the project. Therefore, I recommend award of the contract to Top Grade Excavating, Inc.

The construction cost estimate was \$1.1M. The low bid of \$841,615.00 is \$258,385, or 23.5% below the cost estimate.

Addenda

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RESOLUTION NO. 30-25**RESOLUTION PLEDGING THE LOCAL MATCH FOR THE WESTLINDEN LIFT
STATION REPLACEMENT 2025 PROJECT.**

WHEREAS, the City Council of Dyersville, Iowa wishes to apply through the FY 26 Community Project Funding Grant from United States Congresswoman Ashley Hinson for the Westlinden Lift Station Replacement 2025 Project; and,

WHEREAS, the City Council, in support of the application in grant funding, is committed to local match toward the activity as identified in the application; and,

WHEREAS, the City will use Iowa State Revolving Fund as the source for this expenditure.

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

Section 1. The City Council of the City of Dyersville is in support of the Westlinden Lift Station Replacement 2025 Project and supports the FY 26 Community Project Funding Grant from United States Congresswoman Ashley Hinson.

Section 2. The Dyersville City Council commits to providing the local match funds from the Iowa State Revolving Fund if awarded the FY26 Community Project Funding Grant by Congresswoman Ashley Hinson.

Passed and approved this 3rd day of March 2025.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

RESOLUTION NO. 31-25

Approving Agreement for Engineering Services
between the City of Dyersville
and
Origin Design Company

WHEREAS, an agreement between the City and Origin Design Company, Dubuque, Iowa, has been prepared (the "Engineering Service Agreement"); and,

WHEREAS, this City Council has reviewed and considered the scope of work for the design of the Westlinden Lift Station Replacement 2025 Project; and,

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

Section 1. The Engineering Service 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 of resolutions in conflict herewith are hereby repealed.

Passed and approved on March 3, 2025.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



**AGREEMENT
BY AND BETWEEN THE
CITY OF DYERSVILLE, IOWA
AND
ORIGIN DESIGN CO.
FOR PROFESSIONAL SERVICES**

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Dyersville, Iowa (Owner) and Origin Design Co. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Westlinden Lift Station Replacement 2025 (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as replacement of the existing Westlinden Lift Station and force main. The improvements include the demolition of the existing lift station, site improvements for the proposed lift station, electrical as needed for the lift station will be included in addition to controls improvements. Additionally, fiber extending from the intersection of 6th Avenue Northwest and 2nd Street Northwest will be extended to the proposed lift station.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.

2. Zoning, deed, and other land use restrictions.
 3. Surveys, topographic mapping, and utility documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to

include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports

generated by testing laboratories, including findings and reports obtained from or through Contractor.

- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 4. Perform or provide the following:
 - a. Geotechnical analysis of the proposed lift station site to characterize the existing soils, presence of groundwater and additional geotechnical information pertinent to the design of the lift station. The Engineer will assist the City in obtaining a geotechnical analysis.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$98,000.00	Lump Sum
2.	Resident Project Representative Services	\$N/A	Hourly Rates
4.	Additional Services (Article 2 of Exhibit A)		Hourly Rates

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety

at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal

exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

- c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
- 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no

representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

- a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs

of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. Either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if

Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. **Addenda**—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. **Additional Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 3. **Agreement**—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 6. **Bidding/Proposal Documents**—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 7. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 8. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 9. **Constituents of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever

that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but

not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.
23. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. **Site**—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form). "CURRENTLY NOT USED"

- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. "NOT USED"
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form). "CURRENTLY NOT USED"
- F. Exhibit F, Electronic Documents Protocol (EDP). "NOT USED"
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____.

Owner:

City of Dyersville

(name of organization)

Engineer:

Origin Design Co.

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Jeff Jacque

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title: Tricia Maiers, City Clerk

(typed or printed)

Address for giving notices:

340 1st Avenue East

Dyersville, Iowa 52040

Designated Representative:

Name: Mick Michel

(typed or printed)

Title: City Administrator

(typed or printed)

Address:

340 1st Avenue East

Dyersville, Iowa 52040

Phone: 563-875-7724

Email: mmichel@cityofdyersville.com

By:

(individual's signature)

Date:

(date signed)

Name: Lauren Ray, PE, SE

(typed or printed)

Title: Vice President /Field Services Team Leader

(typed or printed)

Attest:

(individual's signature)

Title: Marc Ruden, PE

(typed or printed)

Address for giving notices:

137 Main Street, Ste 100

Dubuque, Iowa 52001

Designated Representative:

Name: Marc Ruden, PE

(typed or printed)

Title: Water Resources Team Leader

(typed or printed)

Address:

137 Main Street, Ste 100

Dubuque, Iowa 52001

Phone: 563-556-2464

Email: marc.ruden@origindesign.com

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 - 2. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
 - 3. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 - 4. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: Not Applicable.
 - 5. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase – Not Used.

1.03 Preliminary Design Phase

- A. Upon authorization from Owner, Engineer shall:
 - 1. Attend up to two meetings or conferences with the Owner at the Engineer's office, or the office of the Owner.

- a. The first meeting will consist of an Owner Kick-Off meeting to review the design scope, to collect any site data and drawings for use in the design development, and coordinate subsurface explorations.
 - b. The second meeting will consist of a 60 Percent (60%) Design Owner Review Meeting at the end of preliminary design, approximately 60 Percent (60%) completion stage. Design will be submitted to the Iowa DNR at this stage as a part of the construction permitting process.
2. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
3. Conduct a site visit to obtain the following:
 - a. Review the proposal scope and to collect any site data and drawings for use in the Preliminary Design Document development.
 - b. Measure applicable site and vault dimensions and elevations for design purposes.
 - c. Review existing power supply and locations.
4. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
5. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
6. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner and obtained as a part of the Utility Locate process in the Survey and Staking Services. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to identify needs for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site.
7. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.A.5 and 6 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground

Exhibit A—Engineer's Services.

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Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

- b. Working together with Owner, jointly identify which specific parties or other entities will be responsible for resolution of above-ground utilities and Underground Facilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.A.5 and 6, Engineer will undertake resolution of above-ground utilities and Underground Facility conflicts, and such additional duties will be Additional Services under Article 2 of this Exhibit A.
8. Surveys, Topographic Mapping, and Utility Documentation
- a. Provide field surveys and topographic and utility mapping for Engineer's design purposes. Engineer shall provide design survey and staking services as set forth in Appendix 1 to this Exhibit A.
9. Coordinate Geotechnical Investigations
- a. A Geotechnical Report will be prepared by the Geotechnical Engineering Firm for use in Engineer's design phase service and in preparation of the Construction Contract Documents. Geotechnical Engineering Firm will conduct recommended subsurface explorations, test borings, soil testing, and depth to bedrock field testing.
 - b. Engineer shall prepare and distribute RFP, obtain quotes, and present recommendations to Owner for procuring services for subsurface explorations, test borings, soil testing and depth to rock borings at the project site as may be required. Contract for subsurface explorations, test borings, soil testing, and depth to bedrock will be direct between Owner and geotechnical engineering firm.
 - c. The Engineer will provide staking for the selected Geotechnical Consultant to perform their soil boring analysis.
10. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

- b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
- 11. Make design calculations, determinations, and judgments for the preliminary design and layout of the improvements, which include the following utilities, facilities, structures, and equipment:
 - a. Lift Station, including: concrete structures for wet well, valve vault, and flow meter; submersible pumps and accessories; pipe, fittings, and valves for pumped wastewater; instruments and sensors required for control and monitoring; and a control panel for operation of the equipment.
 - b. Sanitary Sewer, including manholes and sewer piping for redirecting flow from the existing lift station to the replacement lift station.
 - c. Force Main, including pipe and fittings for directing pumped flow from the lift station to the existing discharge manhole.
 - d. Lift Station Site Improvements, including roadway access, paving, fencing, and site lighting associated with the lift station.
 - e. Electrical Improvements for powering the lift station equipment, including: supply of secondary power from the electric utility to the lift station site; a service entrance and metering equipment; a transfer switch; and an emergency generator.
 - f. Demolition and Abandonment of the existing lift station and sewer utilities.
- 12. Prepare Preliminary Design Phase Documents.
 - a. The Preliminary Design Phase Documents include:
 - 1) The form of Construction Contract and bidding-related documents to be used in the Bidding Phase. Federally-approved forms, if applicable, will be used for funding requirements of Project. All documents should be reviewed by the Owner's legal counsel and by the funding agencies.
 - 2) A Preliminary Design Memo that includes the following information:
 - a) General Design Standards and Criteria
 - b) Unit Process Design Criteria, by Engineering Discipline
 - c) Site Conditions (including land procurement and easements)
 - d) Construction Phasing and Demolition
 - e) Draft List of Construction Contract Drawings
 - f) 60 Percent (60%) Preliminary Plan and Specification Submittal and Review Checklist
 - g) Draft Iowa DNR Wastewater Construction Permit Design Schedules: A (General Information), and E (Wastewater Pump Station).

- b. Furnish one (1) electronic (*.pdf format) review copy of the Preliminary Design Phase documents and any other Preliminary Design Phase deliverables to Owner seven (7) days prior to the 60 Percent (60%) Design Owner Design Review Meeting, and review them with Owner at the 60 Percent (60%) Design Owner Design Review Meeting. Within four (4) days of 60 Percent (60%) Owner Design Review Meeting, Owner shall submit to Engineer any comments regarding the furnished items.
- c. Revise the Preliminary Design Phase documents and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner one (1) electronic (*.pdf format) copies of the revised Preliminary Design Phase documents and any other deliverables within seven (7) days after receipt of Owner's comments.

13. Regulatory Agency Coordination

- a. Prepare with Owner necessary forms for Owner to submit to Iowa DNR for assignment of Project Manager to act as Iowa DNR representative to review and approve construction permit, including Self-Assessment Matrix and Work Record Request.
- b. Attend Project Initiation Meeting (PIM) with Owner. Phone conference call is assumed.
- c. Prepare and submit draft Design Schedules for wastewater permitting process, including Schedules A and E.
- d. Furnish to Iowa DNR one (1) electronic copy of the revised Preliminary Design Memo and 60 Percent (60%) Preliminary Plan and Specification Submittal and Review Checklist for Major Wastewater Pumping Stations as required by the Wastewater Engineering Construction Permitting Process.
 - 1) Engineer will respond to comments from the Iowa DNR based on their review of the 60 Percent (60%) Design deliverables submitted to them. Engineer's review time is limited to two (2) hours, and Engineer shall notify Owner when approved time is exhausted. Owner shall provide written approval for time in excess of this allowance which shall be compensated as Additional Services as defined under Part A2.01

14. Funding Agency Coordination

- a. The Owner intends to partially fund the Project through an Iowa State Revolving Fund (SRF) loan. The Engineer shall assist the Owner in updating the Intended Use Plan (IUP) Application and Environmental Review (ER) Checklist previously submitted for this project.
- b. The Owner shall be responsible for gathering application information directly related to financial advisor professional services and submitting application to Iowa SRF.

15. Grant Application Submittal and Coordination:

Exhibit A—Engineer's Services.

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- a. The Owner intends to partially fund the Project through Congressionally Directed Spending (CDS), which allows Members of Congress to request that federal funds be set aside for specific projects in their states. The Engineer shall assist the Owner in preparing documents, coordinating information, and participating in meeting and other communications to support the Owner's application.
- b. Engineer's time for these activities is limited to twenty (20) hours, and Engineer shall notify Owner when approved time is exhausted. Owner shall provide written approval for time in excess of this allowance which shall be compensated as Additional Services as defined under Part A2.01.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

- a. None.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Documents (as revised) and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Documents, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project.
 - 1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 - 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 - 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.
- B. Upon authorization from Owner, Engineer shall:

Exhibit A—Engineer's Services.

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1. Attend up to two meetings or conferences with the Owner at the Engineer's office, or the office of the Owner.
 - a. The first meeting will consist of a 90 Percent (90%) Design Owner Review Meeting near the end of final design and prior to submission to Iowa DNR for a construction permit, approximately 90 Percent (90%) completion stage.
 - b. The second meeting will consist of a 100 Percent (100%) Design Owner Review meeting to obtain Owner approval of Construction Contract for purposes of submission to the Iowa DNR for review and approval. Engineer at this time shall also present to Owner for approval and execution, Permit Applications requiring Owner approval and/or signature.
2. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 - a. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 - b. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.
 - c. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
3. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
4. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
5. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

6. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
 - a. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.A.6.
 - b. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
 - 1) Visit the Site ~~as needed~~ one time to assist in preparing the final Drawings and Specifications.
7. Prepare detailed Drawings and Specifications to develop and establish the requirements of the Project to:
 - a. Show the character of and scope of the work to be performed by contractors on the project.
 - b. Illustrate the relationship of the components of the Project.
 - c. Fix and describe the size and character of the Project.
 - d. Outline construction requirements for treatment processes, structures, hydraulics, mechanical equipment and electrical work.
8. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
9. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Documents.
 - a. The Final Design Phase Documents include:
 - 1) The Project Manual, including:
 - a) Bidding Documents, including funding agency required forms.
 - b) Construction Contract, and associated forms.
 - c) Front-End Administrative Specifications.
 - d) Technical Specifications.
 - e) Reference Documents, such as site condition reports from geotechnical engineer or historical Record Drawings of the site.
 - 2) Contract Drawings.

3) Opinion of Probable Construction Cost.

- b. Furnish one (1) electronic (*.pdf format) review copy of the 90 Percent (90%) Final Design Phase documents and any other Final Design Phase deliverables to Owner seven (7) days prior to the 90 Percent (90%) Design Owner Design Review Meeting, and review them with Owner at the 90 Percent (90%) Design Owner Design Review Meeting. Within four (4) days of 90 Percent (90%) Owner Design Review Meeting, Owner shall submit to Engineer any comments regarding the furnished items.
- c. Furnish to Owner an Opinion of Probable Construction Cost based on the 90 Percent (90%) Final Design Documents. Opinion will not be updated at the 100 Percent (100%) Final Design Document stage unless mutually-agreed to by Owner and Engineer based on requested modifications to the documents, and may be compensated as Additional Services as defined under Part A2.01.
- d. Revise the 90 Percent (90%) Final Design Phase documents and any other Final Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the revised 100 Percent (100%) Final Design Phase documents and any other deliverables within seven (7) days after receipt of Owner's comments. Furnish to Owner four (4) bound (Contract Drawings will include one (1) full size at 22"x34" paper size and three (3) half-size at 11"x17" paper size) and One (1) electronic (*.pdf format) copies of the revised 100 Percent (100%) Final Design Phase documents.

10. Regulatory Agency Coordination

- a. Assist with or prepare applications for permits and approvals, as follows:
 - 1) Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
 - a) Iowa DNR Wastewater Construction Permit Application and Design Schedules A, and D.
 - b) Iowa DNR General Permit No. 2.
 - c) Iowa DNR and USACE Floodplain Permit Joint Application.
 - 2) Furnish to authorities having jurisdiction, one (1) electronic copy of the 100 Percent (100%) Final Design Phase documents (as applicable) with applications.
 - 3) Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction. Engineer will respond to comments from the Iowa DNR based on their review of the Final Design deliverables submitted to them. Engineer's review time is limited to four (4) hours, and Engineer shall notify Owner when approved time is exhausted. Owner shall provide written approval for time in excess of this allowance which shall be compensated as Additional Services as defined under Part A2.01

- 4) Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
- 5) Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
- 6) Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
- 7) Engineer does not guarantee issuance of any required permit or approval.
- 8) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

11. Engineer shall perform or furnish the following other Final Design Phase services:

a. None.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the Final Design Documents and any other Final Design Phase deliverables.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the Final Design Phase Documents; and upon authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 - a. The Advertisement for Bids/Notice to Bidders will be posted to the Iowa League of Cities and Master Builders/Construction Update web sites. It will also be published in an acceptable local newspaper, as required by Iowa law.
 - b. Bidders proposals, plans, specifications and contract documents prepared by Origin Design (electronic copies or paper copies) may be obtained at no cost to interested parties from the Origin Design plan room through Tri-State Blueprint/Rapids Reproduction of Dubuque. Iowa law requires the Owner to pay for copies of bidding-related Documents provided to interested parties. Rapids Reproduction will invoice the Owner for the costs associated with electronic

download or printing, bidding, packaging, and postage/shipping if mailed/shipped, of all plans and specifications.

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Attend one meeting with the Owner for the award of the Contract.
10. Funding Agency Coordination
 - a. The Owner intends to partially fund the Project through an Iowa State Revolving Fund (SRF) loan. The Engineer shall assist the Owner in preparing documents, coordinating information, and participating in meeting and other communications to support the Owner's Construction Loan application.
 - b. The Owner shall be responsible for gathering application information directly related to financial advisor professional services and submitting application to Iowa SRF.
11. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. None.
12. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase – Not Used.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A,

or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:

Exhibit A—Engineer's Services.

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- a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
- 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
- 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor above the scope defined in Paragraph A1.06.
- 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
- 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
- 20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

Exhibit A—Engineer's Services.

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21. Preparing Record Drawings, and furnishing such Record Drawings to Owner above the scope defined in Paragraph A1.06.
22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources above the scope defined in Paragraph A1.06.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed above the scope defined in Paragraph A1.06.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking (other than as required under Exhibit A Paragraph 1.03.A or 1.06.B) to enable Contractor to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A—Engineer's Services.

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EXHIBIT A - APPENDIX 1: SURVEY AND STAKING SERVICES

A. Preliminary Design, and Final Design Phase Services:**1. Topographic Survey:**

- a. Engineer will complete topographic survey of the existing conditions for the proposed improvements at the existing lift station site to the presumed property extents and for the proposed corridor of the proposed force main and fiber optic utilities.
- b. Field-work will involve locating site improvements, including but not limited to: visible existing surfaces, drainage structures, fences, sanitary manholes, sewer lines (size and inverts), utility poles, transformers, utility vaults, signs, survey markers (apparent property corners and two section corners), and breaks in grade in the survey area. The topographic survey will include the necessary ground shots to generate a drawing with one-foot contour intervals of the site. Engineer will coordinate with Iowa One-Call and on-site facility staff in acquiring utility maps and having utilities located. The utilities, as marked, will be shown on our topographical survey for site design. Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

2. Design Staking:

- a. Subsurface investigations are planned for this Project. Prior to site investigations, Engineer will stake the proposed soil boring locations at the site and provide elevations to the Geotechnical Consultant.

3. Construction Easements:

- a. Construction Easements will be defined with exhibits that will become attachments to the definition of rights prepared by an attorney for the Owner.
- b. One (1) construction easement will be created to define the limits of construction disturbance for the proposed force main crossing private property. The easement is anticipated to affect only one (1) property.

4. Permanent Easements:

- a. Permanent Easements will be defined with exhibits that will become attachments to the definition of rights prepared by an attorney for the Owner.
- b. One (1) permanent easement will be created to define the limits of the proposed force main (including an appropriate width to allow access for assessment, repair, and replacement) crossing private property. The easement is anticipated to affect only one (1) property.

5. Plats:

- a. Boundary survey in preparation of land acquisition for proposed lift station site. Boundary survey will include retracement or monumentation of each property.
- b. Prepare plat(s) of survey for acquisition of property associated with proposed lift station site. Property will be monumented following acquisition. One (1) plat will be created. The plat is anticipated to affect only one (1) property.

B. *Construction Phase Services: Not Used.*

EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following engineering documents deliverable timeline. Engineer shall furnish Documents to Owner generally according to the schedule in order to allow for subsequent review, comment, or other identified actions with respect to the Documents to progress the project in a timely fashion. Dates are based upon receipt of notice to proceed from City by March 3, 2025 and are provided as a general guideline subject to change and adjustment based on needs developed and agreed upon during the course of services.

1.1 Preliminary Design Phase

A. Preliminary Design Phase Documents Package - by 05/30/2025

1.2 Final Design Phase

A. 90% Final Design Documents Package - by 07/25/2025

B. 100% Final Design Documents Package - by 08/29/2025

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT “CURRENTLY NOT USED”**AMENDMENT TO OWNER-ENGINEER AGREEMENT**Amendment No. **[Enter Amendment Number]**Owner: **[Name of Owner]**Engineer: **[Name of Engineer]**Project: **[Name of Project]**Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

By:

(individual's signature)

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

Date:

(date signed)

(date signed)

Name:

Name:

(typed or printed)

(typed or printed)

Title:

Title:

(typed or printed)

(typed or printed)

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE “NOT USED”

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK “CURRENTLY NOT USED”**NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)**

Owner: _____ Owner's Project No.: _____
 Engineer: _____ Engineer's Project No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Project: _____
 Contract Name: _____
 Notice Date: _____ Effective Date of the Construction Contract: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
 Name (printed): _____
 Title: _____

Exhibit E—Notice of Acceptability of Work.

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP) “NOT USED”

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Professional Liability	
Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000
Cyber	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

Exhibit G—Insurance.

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- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$
Each employee\$	\$
Policy limit	\$
Commercial General Liability	
General Aggregate	\$
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$
Excess or Umbrella Liability	
Each Occurrence	\$
General Aggregate	\$
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Origin Design Co.	137 Main St Suite 100 Dubuque, Iowa 52001
MODUS	214 East 4 th Street, Waterloo, Iowa 50703

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
 - 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
 - 2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
 - 3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
 - 4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
 - 5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, parties have the right to appeal the arbitration award in accordance with AAA rules.
 - 6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.

7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) 1.01, Mutual Indemnification and 1.02, Limitation of Engineer's Liability:

1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM**

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of \$98,000.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ N/A
b. Preliminary Design Phase	\$45,000.00
c. Final Design Phase	\$45,000.00
d. Bidding and Negotiating Phase	\$8,000.00
e. Construction Phase	\$ N/A

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: see Appendix 1 for rates or charges.

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

ARTICLE 2—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

2.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.1.
2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Compensation Packet AS-1: Additional Services—Standard Hourly Rates.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE**

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Specs/Reports (up to 25 Pages)	\$5.00 each
Specs/Reports (Over 25 Pages)	\$10.00 each
Copies (Black/White)	\$0.05 per page
Copies (Color)	\$0.10 per page
Plots (Up to 15 sheets)	\$10.00 each
Plots (Over 15 sheets)	\$20.00 each
Flash Drive	\$10.00 each
Binder	\$5.00 each
Comb Binding	\$1.00 each
Cover Stock	\$0.20 per page
GPS Equipment	\$15.00 per hour
Robotic Survey Equipment	\$15.00 per hour
Air/Slump/Beams	\$100.00 Each
Air/Slump/Cylinders	\$75.00 Each
Air/Slump	\$50.00 Each
Mailing/UPS	At Cost
Mileage - Reimbursement	IRS Rate (\$0.70 per mile)
Mileage - Survey Vehicle	\$0.73 per mile
Travel Expenses, Lodging & Meals	At Cost
Traffic Counting Equipment	At Cost
Trimble Scanner	\$30.00 per hour
Boat	\$125.00 per day
Gator	\$95.00 per day
Architectural Scanner	\$50.00 per hour

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 1: Reimbursable Expenses Schedule.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**APPENDIX 2: STANDARD HOURLY RATES SCHEDULE**

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

FS Tech	\$94.00 - \$141.00
Construction Specialist	\$190.00 - \$213.00
Survey Tech	\$96.00 - \$137.00
Survey Specialist	\$169.00 - \$188.00
Professional Land Surveyor	\$182.00 - \$248.00
Design Tech	\$105.00 - \$158.00
Technical Specialist	\$153.00 - \$171.00
Engineering Designer	\$146.00 - \$241.00
Professional Engineer	\$195.00 - \$299.00
Designer	\$135.00 - \$154.00
Licensed Architect	\$173.00 - \$280.00
Administrative Assistant	\$91.00 - \$101.00
Project Support Specialist	\$109.00 - \$138.00
BIM Specialist	\$164.00 - \$182.00

FLOOD PLAIN DEVELOPMENT APPLICATION/PERMIT

Application # 25-01 Date 2/25/25

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

Dyersville Iowa Congregation of Jehovahs Witnesses	2-26-2025	Fix Construction LLC	2-26-2025
(Owner or Agent)	(Date)	(Builder)	(Date)
1623 20th Ave SE Dyersville, IA 52040		15127 Swiss wood Ct Peosta, IA 52068	
(Address)		(Address)	
Telephone # 563-543-2290		Telephone # 563-543-2290	

1. Location: 1/4 1/4, Section , Township , Range
Street Address: 1623 20th Ave SE Dyersville, IA 52040

2. Type of Development
Filling Grading Excavation Routine Maintenance
Minor Improvement X Substantial Improvement New Construction

3. Description of Development: 58' x 36' Parking lot addition to accomodate 8 more parking spots
A concrete slab and approach to the existing 12'x12' Shed. The shed will be removed and reinstalled in the same spot.

4. Premises: Size of site: 165 ft. x 342 ft. Area of Site: 43,124 sq. ft. Estimated cost: \$ \$10,000
Principal Use: Church
Accessory Uses (Storage, parking, etc.) Storage and Parking

5. Addition or modification to non-conforming use? Yes No X Assessed value of structure \$ \$0

6. Is property located in a designated Floodway (FW District)? Yes X No

IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE 100 YEAR (BASE) FLOOD ELEVATION.

7. Property located in a designated Floodway Fringe (FF), General Flood Plain (FP), or Shallow Flooding (SF) District?
Yes X No If so, indicate which one:

a. Elevation of the 100 year (Base) flood (identify source if other than FIRM): 964.5

b. Elevation of the proposed development site (natural ground): 964.5 MSL/NGVD

c.. Required elevation/floodproofing level for lowest floor: MSL/NGVD

d. Proposed elevation/floodproofing level for lowest floor (including basement): MSL/NGVD

e. Other flood plain information (identify and describe source)

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

8. Other permits required?

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

Date Received: _____

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

Date Received: _____

Other: _____

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

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

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

Jarrod J. Fix

(Signature of Developer/Owner)

(Authorizing Official)

cc: Water Resources Section
Iowa Department of Natural Resources
Wallace State Office Building
East 9th and Grand
Des Moines, IA 50319



City of Dyersville

Item 31.

PROCLAMATION

- Whereas,* the native people of Ireland are known by their nature to be a handsome, witty and pious people, and
- Whereas,* many of the sons and daughters of Ireland have come to America to enhance their fortune with many of them settling in the districts in and around Dyersville, Iowa, and
- Whereas,* many of these same sons and daughters of Ireland have made great contributions to society in the areas of education, athletics, government and the Church, and
- Whereas,* the entirety of the Irish people have never forgotten the great truths taught to them many centuries ago by their great and glorious patron, Saint Patrick, and annually commemorate his contribution to the Irish people on or about his Feast Day of March seventeenth, and
- Whereas,* the sons and daughters of Ireland have by all accounts greatly enhanced the lives of the local population such that many of the native people have expressed the desire to become Irish at least for a day.

THEREFORE, by the solemn power vested in me as Mayor, I hereby announce and declare that

MARCH 15, 2025

be observed as the feast day for the great and glorious patron of the Irish people,

SAINT PATRICK

in the City of Dyersville, Iowa and that many of the citizens of the city who wish to be known as

“Irish for the Day” can do so by wearing something green.

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dyersville, in the State of Iowa, to be affixed this 3rd day of March, 2025.

Jeff Jacque, Mayor

Attest _____
Tricia L. Maiers, City Clerk