

## **AGENDA**

**CALL TO ORDER – ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**ORAL COMMENTS**

- A. Agenda items** (*step to podium after recognition, state name, address, speak clearly – 5 minutes maximum*)
- B. Non-agenda items** (*step to podium after recognition, state name, address, speak clearly – 5 minutes maximum*)

**APPROVAL OF CONSENT AGENDA**

- 1. Approve Bills**
- 2. Approve Minutes** City Council Meeting - June 26, 2023
- 3. Class C Retail Alcohol License** Ritz Restaurant
- 4. Special Class C Retail Alcohol License** Dyersville Fire Dept 125th Anniversary
- 5. Request** from English Insurance to block a portion of the alley on Friday, August 11, 2023
- 6. Resolution No. 49-23** approving the Contract for 2023 Davis-Bacon Compliance Administration to East Central Intergovernmental Association (Contract D)
- 7. Resolution No. 50-23** approving the Contract for 2023 Davis-Bacon Compliance Administration to East Central Intergovernmental Association (Contract E)

**COUNCIL COMMENTS**

**ADJOURNMENT**



Dyersville, IA

## Expense Approval Register

Item 1.

Packet: APPKT01397 - 07.03.23 Bills List - AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
<b>Fund: 001 - GENERAL FUND</b>					
<b>Department: 110 - POLICE</b>					
HERITAGE PRINTING CO	111708	Business Cards - Siitari	001-5-110-1-65060	OFFICE SUPPLIES	50.00
<b>Department 110 - POLICE Total:</b>					<b>50.00</b>
<b>Department: 150 - FIRE</b>					
JAM SYSTEMS & MIDLAND D...	115371	Garage Doors/Install	001-5-150-1-67502	BUILDING IMPROVEMENTS	10,094.82
PRIER BROS INC	24947	Install A/C	001-5-150-1-67502	BUILDING IMPROVEMENTS	5,520.40
<b>Department 150 - FIRE Total:</b>					<b>15,615.22</b>
<b>Department: 210 - TRANSPORTATION</b>					
GIANT WASH	3219	Vorwald Uniforms	001-5-210-2-61806	VORWALD TJ UNIFORMS	4.98
GIANT WASH	3219	Maahs Uniforms	001-5-210-2-61807	MAAHS UNIFORMS	6.42
JOHN DEERE FINANCIAL	5542593	Air & Oil Filter	001-5-210-2-63320	VEHICLE REPAIRS	23.98
RECKER, TERRY	Apr/May/Jun 2023	Cell Phone	001-5-210-2-63730	TELEPHONE	150.00
STEGER CONSTRUCTION	10320	Clean Debris from Creek	001-5-210-2-64322	CONTRACTED SERVICES	21,767.15
JOHN DEERE FINANCIAL	5541994	Cleaner	001-5-210-2-65407	DEPARTMENT SUPPLIES	10.48
APPLIANCE PLUS	DYERSIN3231 Dup	Phone Case	001-5-210-2-65407	DEPARTMENT SUPPLIES	29.95
MIDWEST PATCH / HI VIZ SA...	2842	Street sign	001-5-210-2-67622	STREET SIGN REPLACEMENT	69.00
MIDWEST PATCH / HI VIZ SA...	2848	Wayfinding Signs	001-5-210-2-67622	STREET SIGN REPLACEMENT	10,120.00
<b>Department 210 - TRANSPORTATION Total:</b>					<b>32,181.96</b>
<b>Department: 410 - LIBRARY</b>					
GIANT WASH	3219	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	4.50
<b>Department 410 - LIBRARY Total:</b>					<b>4.50</b>
<b>Department: 430 - PARKS</b>					
JOHN DEERE FINANCIAL	5542117	Sealant/Glue/Bolts	001-5-430-4-63320	VEHICLE REPAIRS	13.86
HEFEL PORTABLE SERVICES L...	2539	Portable Restrooms	001-5-430-4-64322	CONTRACTED SERVICES	4,120.57
ACE HOMEWORKS	252971	Fountain Coupler & Fittings	001-5-430-4-65407	DEPARTMENT SUPPLIES	25.30
ACE HOMEWORKS	253039	Mulch	001-5-430-4-65407	DEPARTMENT SUPPLIES	11.88
ACE HOMEWORKS	253044	Eye Bolt	001-5-430-4-65407	DEPARTMENT SUPPLIES	16.16
ACE HOMEWORKS	253101	Odor Neutralizers/Pegs	001-5-430-4-65407	DEPARTMENT SUPPLIES	19.51
DEUTMEYER NURSERY INC.	4948	Mulch	001-5-430-4-65407	DEPARTMENT SUPPLIES	105.00
JOHN DEERE FINANCIAL	5542652	PVC Cap/Hook & Eye Turnbu...	001-5-430-4-65407	DEPARTMENT SUPPLIES	36.96
JOHN DEERE FINANCIAL	5543196	Drill Bits	001-5-430-4-65407	DEPARTMENT SUPPLIES	53.96
CRESCENT ELECTRIC SUPPLY	S511521274.001	Wire - Legacy Squire	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	1,663.52
CRESCENT ELECTRIC SUPPLY	S511532887.001	Supplies Returned - Legacy S...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	-667.35
<b>Department 430 - PARKS Total:</b>					<b>5,399.37</b>
<b>Department: 445 - AQUATIC CENTER</b>					
ACE HOMEWORKS	253045	Alarm	001-5-445-4-65407	DEPARTMENT SUPPLIES	21.99
CYGNUS HOME SERVICE LLC ...	1995025595	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	282.80
<b>Department 445 - AQUATIC CENTER Total:</b>					<b>304.79</b>
<b>Department: 460 - COMMUNITY CENTER</b>					
TJ CLEANING SERVICES	06.29.23 Soc Ctr	Cleaning Services Wk of 6/23 ..	001-5-460-4-64322	CONTRACTED SERVICES	160.00
GIANT WASH	3219	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	4.50
<b>Department 460 - COMMUNITY CENTER Total:</b>					<b>164.50</b>
<b>Department: 470 - OTHER CULTURE</b>					
DYERSVILLE COMMERCIAL C...	34-15 2023	Hotel/Motel Tax	001-5-470-4-62107	COMMERCIAL CLUB PARK	5,000.00
DYERSVILLE COMMERCIAL C...	83-13 2023	Lease Agreement	001-5-470-4-62107	COMMERCIAL CLUB PARK	11,250.00
JOHN DEERE FINANCIAL	5525389	Cordless Sheers	001-5-470-4-64313	TREES FOREVER/GARDEN CL...	149.99
JOHN DEERE FINANCIAL	5541451	Trees/Shrubs	001-5-470-4-64313	TREES FOREVER/GARDEN CL...	107.50
<b>Department 470 - OTHER CULTURE Total:</b>					<b>16,507.49</b>

## Expense Approval Register

Packet: APPKT01397 - 07.03.2

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
<b>Department: 620 - CLERK, TREAS &amp; FINANCE</b>					
MAIERS, TRICIA	06.29.23	Mileage - Courthouse	001-5-620-6-65060	OFFICE SUPPLIES	41.92
<b>Department 620 - CLERK, TREAS &amp; FINANCE Total:</b>					<b>41.92</b>
<b>Department: 650 - CITY HALL &amp; GEN BLDGS</b>					
TJ CLEANING SERVICES	06.29.23 City	Cleaning Services Wk of 6/23 ..	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
GIANT WASH	3219	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	17.68
CAPITAL SANITARY SUPPLY	D137512	Bags/Towels	001-5-650-6-65412	BUILDING SUPPLIES	99.76
<b>Department 650 - CITY HALL &amp; GEN BLDGS Total:</b>					<b>317.44</b>
<b>Department: 670 - OTHER GENERAL GOVT</b>					
IOWA LEAGUE OF CITIES	098165	Mayors Assoc Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	30.00
IOWA LEAGUE OF CITIES	099396	Membership Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	2,781.00
COMMUNICATIONS ENGINE...	405116	Software Licensing	001-5-670-6-62100	DUES/SUBSCRIPTIONS	492.10
EAST CENTRAL INTERGOVER...	IVC000022017	Membership Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	1,320.72
MAIERS, TRICIA	06.29.23B	YP Luncheon - Mileage	001-5-670-6-62300	MEETINGS/TRAINING	9.17
<b>Department 670 - OTHER GENERAL GOVT Total:</b>					<b>4,632.99</b>
<b>Fund 001 - GENERAL FUND Total:</b>					<b>75,220.18</b>
<b>Fund: 112 - TRUST AND AGENCY FUND</b>					
<b>Department: 460 - COMMUNITY CENTER</b>					
WILWERT, JOAN	06.21.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
FAGAN, TONY	06.24.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
MULLIS, MICHAEL	06.25.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
<b>Department 460 - COMMUNITY CENTER Total:</b>					<b>300.00</b>
<b>Fund 112 - TRUST AND AGENCY FUND Total:</b>					<b>300.00</b>
<b>Fund: 128 - CDBG</b>					
<b>Department: 958 - CAPITAL OUTLAY</b>					
EAST CENTRAL INTERGOVER...	IVC000022074	FEMA Buyout	128-5-958-1-68013	CDBG FLOOD GRANT ADMIN...	1,378.00
AMERICAN LEGION POST 137	07.01.23	Building Renovation	128-5-958-1-68014	ARPA	5,609.14
<b>Department 958 - CAPITAL OUTLAY Total:</b>					<b>6,987.14</b>
<b>Fund 128 - CDBG Total:</b>					<b>6,987.14</b>
<b>Fund: 135 - DYERSVILLE TIF DIST FUND</b>					
<b>Department: 958 - CAPITAL OUTLAY</b>					
HAWKEYE ENVIRONMENTAL	09284177	Asbestos Survey/Report	135-5-958-1-68013	CDBG FLOOD GRANT ADMIN...	1,300.00
<b>Department 958 - CAPITAL OUTLAY Total:</b>					<b>1,300.00</b>
<b>Fund 135 - DYERSVILLE TIF DIST FUND Total:</b>					<b>1,300.00</b>
<b>Fund: 301 - CAPITAL PROJECTS FUND</b>					
<b>Department: 723 - CAPITAL PROJECT</b>					
ORIGIN DESIGN CO	79015	Dys East Road Util - Construct..	301-5-723-8-64063	ENGINEERS FEES	3,881.50
ORIGIN DESIGN CO	79078	Heritage Trail	301-5-723-8-64063	ENGINEERS FEES	14,938.75
EAST CENTRAL INTERGOVER...	IVC000022068	FOD - Contract A - Davis Bac...	301-5-723-8-64322	CONTRACTED SERVICES	93.00
EAST CENTRAL INTERGOVER...	IVC000022071	Contract D - Davis Bacon	301-5-723-8-64322	CONTRACTED SERVICES	186.00
EAST CENTRAL INTERGOVER...	IVC000022072	Contract E - Davis Bacon	301-5-723-8-64322	CONTRACTED SERVICES	279.00
EAST CENTRAL INTERGOVER...	IVC000022073	EDA Grant Admin	301-5-723-8-64322	CONTRACTED SERVICES	2,825.75
<b>Department 723 - CAPITAL PROJECT Total:</b>					<b>22,204.00</b>
<b>Fund 301 - CAPITAL PROJECTS FUND Total:</b>					<b>22,204.00</b>
<b>Fund: 600 - WATER FUND</b>					
<b>Department: 810 - WATER</b>					
GIANT WASH	3219	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	6.42
GIANT WASH	3219	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	9.33
J & R SUPPLY	2305882-IN	Meter Flange Kits	600-5-810-9-65407	DEPARTMENT SUPPLIES	663.00
JOHN DEERE FINANCIAL	5541547	Painting Supplies - Hydrants	600-5-810-9-65407	DEPARTMENT SUPPLIES	97.80
CAPITAL SANITARY SUPPLY	D137755	Towels	600-5-810-9-65407	DEPARTMENT SUPPLIES	42.97
<b>Department 810 - WATER Total:</b>					<b>819.52</b>
<b>Fund 600 - WATER FUND Total:</b>					<b>819.52</b>
<b>Fund: 602 - WATER CAPITAL ACCOUNT</b>					
<b>Department: 723 - CAPITAL PROJECT</b>					
ORIGIN DESIGN CO	79014	Dys East Rd Water - Construc...	602-5-723-9-64063	ENGINEERS FEES	32,124.75

## Expense Approval Register

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Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
EAST CENTRAL INTERGOVER...	IVC000022069	Dyersville East Road Water - ...	602-5-723-9-64063	ENGINEERS FEES	46.50
EAST CENTRAL INTERGOVER...	IVC000022070	Dys East Road Water - Davis ...	602-5-723-9-64063	ENGINEERS FEES	418.50
EAST CENTRAL INTERGOVER...	IVC000022067	Water Main Imp - Davis Bacon	602-5-723-9-64322	CONTRACTED SERVICES	46.50
<b>Department 723 - CAPITAL PROJECT Total:</b>					<b>32,636.25</b>
<b>Fund 602 - WATER CAPITAL ACCOUNT Total:</b>					<b>32,636.25</b>

## Fund: 610 - SEWER FUND

## Department: 815 - SEWER

GIANT WASH	3219	Woodward Uniforms	610-5-815-9-61810	WOODWARD UNIFORMS	2.08
GIANT WASH	3219	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	10.78
WOODWARD, JOANN	Apr/May/Jun 2023	Cell Phone Reimbursement	610-5-815-9-63730	TELEPHONE	150.00
REICHER, JOE	Apr/May/Jun 2023	Cell Phone	610-5-815-9-63730	TELEPHONE	150.00
<b>Department 815 - SEWER Total:</b>					<b>312.86</b>
<b>Fund 610 - SEWER FUND Total:</b>					<b>312.86</b>

## Fund: 670 - SOLID WASTE FUND

## Department: 840 - SOLID WASTE

BI-COUNTY DISPOSAL INC	448862	Overflow Garbage - Ball Tour...	670-5-840-9-64316	CONTRACTS	312.20
T & W GRINDING	2335	Composting	670-5-840-9-67200	CAPITAL IMPROVEMENT	6,000.00
<b>Department 840 - SOLID WASTE Total:</b>					<b>6,312.20</b>
<b>Fund 670 - SOLID WASTE FUND Total:</b>					<b>6,312.20</b>

Grand Total: 146,092.15

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	75,220.18
112 - TRUST AND AGENCY FUND	300.00
128 - CDBG	6,987.14
135 - DYERSVILLE TIF DIST FUND	1,300.00
301 - CAPITAL PROJECTS FUND	22,204.00
600 - WATER FUND	819.52
602 - WATER CAPITAL ACCOUNT	32,636.25
610 - SEWER FUND	312.86
670 - SOLID WASTE FUND	6,312.20
<b>Grand Total:</b>	<b>146,092.15</b>

**Account Summary**

Account Number	Account Name	Expense Amount
001-5-110-1-65060	OFFICE SUPPLIES	50.00
001-5-150-1-67502	BUILDING IMPROVEME...	15,615.22
001-5-210-2-61806	VORWALD TJ UNIFORMS	4.98
001-5-210-2-61807	MAAHS UNIFORMS	6.42
001-5-210-2-63320	VEHICLE REPAIRS	23.98
001-5-210-2-63730	TELEPHONE	150.00
001-5-210-2-64322	CONTRACTED SERVICES	21,767.15
001-5-210-2-65407	DEPARTMENT SUPPLIES	40.43
001-5-210-2-67622	STREET SIGN REPLACEM...	10,189.00
001-5-410-4-63750	MAINTENANCE	4.50
001-5-430-4-63320	VEHICLE REPAIRS	13.86
001-5-430-4-64322	CONTRACTED SERVICES	4,120.57
001-5-430-4-65407	DEPARTMENT SUPPLIES	268.77
001-5-430-4-67274	CAPITAL IMPROVEMENT...	996.17
001-5-445-4-65407	DEPARTMENT SUPPLIES	21.99
001-5-445-4-65414	CONCESSION STAND SU...	282.80
001-5-460-4-64322	CONTRACTED SERVICES	164.50
001-5-470-4-62107	COMMERCIAL CLUB PARK	16,250.00
001-5-470-4-64313	TREES FOREVER/GARDE...	257.49
001-5-620-6-65060	OFFICE SUPPLIES	41.92
001-5-650-6-63100	BUILDING MAINTENANCE	217.68
001-5-650-6-65412	BUILDING SUPPLIES	99.76
001-5-670-6-62100	DUES/SUBSCRIPTIONS	4,623.82
001-5-670-6-62300	MEETINGS/TRAINING	9.17
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	300.00
128-5-958-1-68013	CDBG FLOOD GRANT A...	1,378.00
128-5-958-1-68014	ARPA	5,609.14
135-5-958-1-68013	CDBG FLOOD GRANT A...	1,300.00
301-5-723-8-64063	ENGINEERS FEES	18,820.25
301-5-723-8-64322	CONTRACTED SERVICES	3,383.75
600-5-810-9-61809	RECKER UNIFORMS	6.42
600-5-810-9-61814	HERBERS UNIFORMS	9.33
600-5-810-9-65407	DEPARTMENT SUPPLIES	803.77
602-5-723-9-64063	ENGINEERS FEES	32,589.75
602-5-723-9-64322	CONTRACTED SERVICES	46.50
610-5-815-9-61810	WOODWARD UNIFORMS	2.08
610-5-815-9-61813	REICHER UNIFORMS	10.78
610-5-815-9-63730	TELEPHONE	300.00
670-5-840-9-64316	CONTRACTS	312.20
670-5-840-9-67200	CAPITAL IMPROVEMENT	6,000.00
Grand Total:		146,092.15

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	94,542.65

**Project Account Summary**

Project Account Key	Expense Amount
30120043	14,938.75
30120080	3,881.50
30121168	32,589.75
301FOD	93.00
301MAIN	46.50
<b>Grand Total:</b>	<b>146,092.15</b>



Dyersville, IA

# Expense Approval Register

Item 1.

Packet: APPKT01398 - 07.03.23 Bills List - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
<b>Fund: 001 - GENERAL FUND</b>					
<b>Department: 110 - POLICE</b>					
ALLIANT ENERGY	06.20.23	Police Department Electricity	001-5-110-1-63710	ELECTRICITY	231.03
ALLIANT ENERGY	06.20.23	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	96.92
<b>Department 110 - POLICE Total:</b>					<b>327.95</b>
<b>Department: 180 - MISC. COMMUNITY PROTECTION</b>					
ALLIANT ENERGY	06.20.23	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	340.00
<b>Department 180 - MISC. COMMUNITY PROTECTION Total:</b>					<b>340.00</b>
<b>Department: 210 - TRANSPORTATION</b>					
ALLIANT ENERGY	06.20.23	Public Works - Electricity	001-5-210-2-63710	ELECTRICITY	174.50
US BANCORP	07.2023	PW - Truck Lease	001-5-210-2-67270	NEW EQUIPMENT	3,136.70
<b>Department 210 - TRANSPORTATION Total:</b>					<b>3,311.20</b>
<b>Department: 410 - LIBRARY</b>					
ALLIANT ENERGY	06.20.23	Library Electricity	001-5-410-4-63710	ELECTRICITY	700.54
<b>Department 410 - LIBRARY Total:</b>					<b>700.54</b>
<b>Department: 430 - PARKS</b>					
ALLIANT ENERGY	06.20.23	Park Electricity	001-5-430-4-63710	ELECTRICITY	330.37
<b>Department 430 - PARKS Total:</b>					<b>330.37</b>
<b>Department: 445 - AQUATIC CENTER</b>					
ALLIANT ENERGY	06.20.23	Pool Electricity	001-5-445-4-63710	ELECTRICITY	57.44
IOWA DIVISION OF LABOR	189436	Boiler Inspection	001-5-445-4-64320	REGISTRATION/INSPECTIONS	40.00
<b>Department 445 - AQUATIC CENTER Total:</b>					<b>97.44</b>
<b>Department: 650 - CITY HALL &amp; GEN BLDGS</b>					
ALLIANT ENERGY	06.20.23	City Hall Electricity	001-5-650-6-63710	ELECTRICITY	231.04
<b>Department 650 - CITY HALL &amp; GEN BLDGS Total:</b>					<b>231.04</b>
<b>Department: 670 - OTHER GENERAL GOVT</b>					
IOWA LEAGUE OF CITIES	06.2023	Registration - Annual Conf - ...	001-5-670-6-62300	MEETINGS/TRAINING	230.00
<b>Department 670 - OTHER GENERAL GOVT Total:</b>					<b>230.00</b>
<b>Fund 001 - GENERAL FUND Total:</b>					<b>5,568.54</b>
<b>Fund: 110 - ROAD USE FUND</b>					
<b>Department: 180 - MISC. COMMUNITY PROTECTION</b>					
ALLIANT ENERGY	06.20.23	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	793.33
<b>Department 180 - MISC. COMMUNITY PROTECTION Total:</b>					<b>793.33</b>
<b>Fund 110 - ROAD USE FUND Total:</b>					<b>793.33</b>
<b>Fund: 600 - WATER FUND</b>					
<b>Department: 810 - WATER</b>					
ALLIANT ENERGY	06.20.23	Water Electricity	600-5-810-9-63710	ELECTRICITY	4,918.01
US BANCORP	07.2023	Wtr - Truck Lease	600-5-810-9-67272	NEW EQUIPMENT	3,136.68
<b>Department 810 - WATER Total:</b>					<b>8,054.69</b>
<b>Fund 600 - WATER FUND Total:</b>					<b>8,054.69</b>
<b>Fund: 610 - SEWER FUND</b>					
<b>Department: 815 - SEWER</b>					
ALLIANT ENERGY	06.20.23	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	422.13
US BANCORP	07.2023	W/W - Truck Lease	610-5-815-9-67272	NEW EQUIPMENT	3,136.68
<b>Department 815 - SEWER Total:</b>					<b>3,558.81</b>
<b>Fund 610 - SEWER FUND Total:</b>					<b>3,558.81</b>
<b>Grand Total:</b>					<b>17,975.37</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	5,568.54
110 - ROAD USE FUND	793.33
600 - WATER FUND	8,054.69
610 - SEWER FUND	<u>3,558.81</u>
<b>Grand Total:</b>	<b>17,975.37</b>

**Account Summary**

Account Number	Account Name	Expense Amount
001-5-110-1-63710	ELECTRICITY	327.95
001-5-180-1-63710	ELECTRICITY	340.00
001-5-210-2-63710	ELECTRICITY	174.50
001-5-210-2-67270	NEW EQUIPMENT	3,136.70
001-5-410-4-63710	ELECTRICITY	700.54
001-5-430-4-63710	ELECTRICITY	330.37
001-5-445-4-63710	ELECTRICITY	57.44
001-5-445-4-64320	REGISTRATION/INSPECT...	40.00
001-5-650-6-63710	ELECTRICITY	231.04
001-5-670-6-62300	MEETINGS/TRAINING	230.00
110-5-180-1-63710	ELECTRICITY	793.33
600-5-810-9-63710	ELECTRICITY	4,918.01
600-5-810-9-67272	NEW EQUIPMENT	3,136.68
610-5-815-9-63710	ELECTRICITY	422.13
610-5-815-9-67272	NEW EQUIPMENT	3,136.68
Grand Total:		17,975.37

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	<u>17,975.37</u>
<b>Grand Total:</b>	<b>17,975.37</b>



## MINUTES

### CALL TO ORDER – ROLL CALL

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

### PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

Motion made by Council Member Oberbroeckling to approve June 26, 2023 agenda as presented  
Seconded by Council Member Gibbs.

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

### APPROVAL OF CONSENT AGENDA

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

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

**1. Approve Bills; 2. Approve Minutes** City Council Meeting - June 19, 2023; **3. Approve Cigarette/Tobacco Permit** Family Dollar #33189. The following bills were approved for payment:

4Imprint Inc	Program	\$	1,090.00
4J Supply	Supplies	\$	29.12
Access Systems	Contract	\$	166.17
Ace Homeworks	Supplies	\$	113.87
Alliant Energy	Electricity	\$	1,354.13
Amazon	Books	\$	276.05
Arens, Tom	Refund	\$	100.00
Atlantic Coca Cola	Concession Supplies	\$	162.80
B C Land Services	Tree/Stump Removal	\$	16,025.00
Baker & Taylor Books	Books	\$	628.96
Bard Materials	Rock/Sand/Concrete	\$	575.93
Behnken, Duane	Sidewalk Replacement	\$	102.96
Benton-Hermesen, Kimshiro	Program	\$	28.76
City of Dubuque	Testing	\$	60.00
Dyersville Industries Inc	Development Agreement	\$	111,815.83
Dyersville Young Professionals	Registration	\$	10.00
Elliott Equipment Company	Supplies	\$	61.06
Fareway Stores Inc	Program	\$	31.06
FL Krapfl Inc	Equipment/Labor	\$	1,160.10
Giant Wash	Uniforms/Floor Mats	\$	144.59
Grout Museum District	Program	\$	310.15
Hansel Cleaning Services LLC	Cleaning	\$	200.00
Heartland Business Systems LLC	Phone System	\$	92.50
Ingram Library Services	Books	\$	547.05
Iowa Dept of Public Safety	Iowa Systems	\$	600.00
Iowa One Call	One Call Locates	\$	109.20
John Deere Financial	Supplies	\$	320.34
Maahs, Michael	Reimbursement	\$	150.00
MM Mechanical	Service Call	\$	665.00
Mr. Lock & Key	Supplies/Repair	\$	2,184.29

Myers-Cox Company	Supplies	\$	480.27
Navistar BMO Harris Bank	Trucks Lease	\$	7,766.76
New Vienna Metal Works Inc	Supplies	\$	313.19
Overdrive	Electronic Media	\$	602.29
Physical Therapy Solutions	Development Agreement	\$	12,492.57
Pitney Bowes	Supplies	\$	63.90
Pollock, Eric	Refund	\$	100.00
Preferred Health Choices LLC	HRA	\$	100.00
Premier Window Cleaning	Cleaning	\$	158.00
RDG Planning & Design	Professional Services	\$	1,337,695.09
Reliance Standard	Insurance	\$	838.02
Sandry Fire Supply LLC	Equipment	\$	233.67
Schwan's Home Service	Concession Supplies	\$	246.33
Streicher's	Supplies	\$	699.99
T & W Grinding	Composting	\$	5,875.00
TJ Cleaning Services	Cleaning Services	\$	390.00
Tri-State Automatic Sprinkler	Maintenance	\$	2,058.00
USA Blue Book	Supplies	\$	1,157.45
Verizon Wireless	Cell Phone	\$	925.53
Vonderhaar, Shirley	Supplies	\$	6.41
Vorwald, Tyler	Reimbursement	\$	150.00
WHKS & Co	Engineer Fees	\$	3,139.12
Windstream	Phone	\$	588.81

001 - General Fund	\$	32,522.09
002 - Library Trust Fund	\$	1,521.04
110 - Road Use Fund	\$	565.78
112 - Trust and Agency Fund	\$	200.00
135 - Dyersville TIF Dist Fund	\$	124,308.40
301 - Capital Projects Fund	\$	1,340,937.17
600 - Water Fund	\$	5,025.32
610 - Sewer Fund	\$	4,224.08
670 - Solid Waste Fund	\$	5,891.44
Grand Total:	\$	1,515,195.32

### ADJOURNMENT

Motion made by Council Member English to adjourn at 6:07 pm Seconded by Council Member Oberbroeckling.

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

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Jeff Jacque Mayor

ATTEST:

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Tricia L. Maiers, City Clerk / Treasurer



# State of Iowa

Alcoholic Beverages Division

Item 3.

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Ritz Restaurant LLC	Ritz Restaurant	(563) 608-6466		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
232 1st Ave E		Dyersville	Dubuque	52040
MAILING ADDRESS	CITY	STATE	ZIP	
232 1st ave	Dyersville	Iowa	52040	

## Contact Person

NAME	PHONE	EMAIL
Megan Engstrom	(563) 608-6466	theritzdyersville@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0032740	Class C Retail Alcohol License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 1, 2023	Aug 31, 2024	

SUB-PERMITS

Class C 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
Megan Engstrom	Dyersville	Iowa	52040	owner	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Secura Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



# State of Iowa

Alcoholic Beverages Division

Item 4.

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DYERSVILLE EVENTS, INC.	Dyersville Fire Dept Anniversary	(563) 875-7724		
ADDRESS OF PREMISES		PREMISES SUITE/APT NUMBER	CITY	COUNTY
101 2nd Avenue Southwest			Dyersville	Dubuque
				ZIP
				52040
MAILING ADDRESS	CITY	STATE	ZIP	
340 1st Avenue East	Dyersville	Iowa	52040	

## Contact Person

NAME	PHONE	EMAIL
Tricia Maiers	(563) 580-4040	tmaiers@cityofdyserville.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 8, 2023	Aug 12, 2023	

### SUB-PERMITS

Special Class C Retail Alcohol License



## PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Nonprofit entity which has a principal office in the State of Iowa.

## Ownership

### • Individual Owners

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

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Founders Insurance Company

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE

**Tricia Maiers**

---

**From:** Tim English <tenglish@english-insurance.com>  
**Sent:** Monday, June 19, 2023 10:34 AM  
**To:** Tricia Maiers  
**Cc:** Mick Michel  
**Subject:** Customer Appreciation Day

Good morning Tricia. We are having a Customer Appreciation Day on Friday August 11, 2023 on our parking lot next to our office at 129 1<sup>st</sup> Ave East. We are requesting Council permission to block off a portion of the alley behind our office from approximately 2 – 7 PM on that date so no vehicles could drive through our parking lot. Let me know if you need any additional information. Thank you in advance for the City Council's consideration.

***Tim English, CIC***

*Agency Principal*

**English Insurance Agency**

P.O. Box 190  
129 1<sup>st</sup> Ave. East  
Dyersville, IA 52040  
Office: [563.875.2716](tel:563.875.2716)  
Cell: [\(563\)590-2135](tel:563.590.2135)

Email: [tenglish@english-insurance.com](mailto:tenglish@english-insurance.com)

Website: [www.english-insurance.com](http://www.english-insurance.com)

**O'Connor & English Insurance**

1545 Associates Drive  
Suite 103  
Dubuque, IA 52002  
Office: [563.557.7440](tel:563.557.7440)



**Independent  
Insurance**  
Agents of Iowa

RESOLUTION NO. 49-23**A RESOLUTION OF THE CITY OF DYERSVILLE APPROVING THE CONTRACT  
FOR 2023 DAVIS-BACON COMPLIANCE ADMINISTRATION TO EAST CENTRAL  
INTERGOVERNMENTAL ASSOCIATION**

WHEREAS, THE CITY OF DYERSVILLE, Iowa is party to the Agreement creating the East Central Intergovernmental Association (hereinafter called the ECIA) and is a member in good standing; and

WHEREAS, THE CITY OF DYERSVILLE, Iowa wishes to engage the ECIA to provide certain technical and professional services for administration of the City of Dyersville's **Field of Dreams Project (Contract D)**; and

WHEREAS, Articles II, III (12), and VIII (2) and (3) of the Articles of Agreement of the East Central Intergovernmental Association gives the ECIA the authority to perform services under consideration.

NOW, THEREFORE, BE IT RESOLVED, that the East Central Intergovernmental Association is hereby authorized to provide staff assistance as prescribed in the attached Contract for Services and Scope of Services.

PASSED, APPROVED, AND ADOPTED this 3rd day of July 2023.

---

Jeff Jacque, Mayor

ATTEST:

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Tricia L. Maiers, City Clerk



## CONTRACT FOR SERVICES WITH EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION

THIS CONTRACT, entered into by and between the East Central Intergovernmental Association (hereinafter called ECIA) and under a passed and approved RESOLUTION OF DYERSVILLE, IOWA, (hereinafter called Grantee), authorizing ECIA's assistance in carrying out this Contract and attached Scope of Services, and approved by ECIA on \_\_\_\_\_, 2023.

TERMS. This Contract carries the following terms.

### SECTION 1. Scope of Services

ECIA shall provide and perform the necessary services required to carry out Davis-Bacon administration for **Field of Dreams Project (Contract D)** as set out in the Scope of Services attached.

### SECTION 2. Time of Performance

The services of ECIA commenced on July 3, 2023 and shall be completed upon receipt of final Certificate of Completion from the State of Iowa.

### SECTION 3. Method of Payment

Payment shall be due upon receipt of a monthly bill for services. The payment shall be based on the actual costs incurred by the agency in administering the contract, including labor and overhead, in accordance with OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (otherwise known as "Uniform Guidance"). Total payment shall not exceed \$3,000.00.

### SECTION 4. Personnel

The ECIA represents that it has, or will acquire, all personnel necessary to perform the services under this Contract.

### SECTION 5. Property

ECIA shall be free to acquire or use existing property, real or personal, as it deems necessary in the performance of work under this agreement.

### SECTION 6. Access to Records

ECIA, the Grantee, the State of Iowa, the U.S. Environmental Protection Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records which are directly pertinent to this specific contract, for the purpose of making audit, examinations, excerpts, and transcriptions.

ECIA and the Grantee shall maintain all required records for three years after complete grant closeout and all other pending matters are closed.

### SECTION 7. Termination by City

7.1 The City may, by thirty (30) days written notice to ECIA, terminate this contract in whole or in part at any time, either for the City's convenience or because of the failure of ECIA to fulfill its obligations under the contract. Upon receipt of such notice, ECIA shall:

- (1) immediately discontinue all services affected (unless the notice directs otherwise), and

(2) deliver to the City all data, drawings, specifications, as may have been accumulated by the ECIA in performing this contract, whether completed or in process.

7.2 Notwithstanding the above, ECIA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by ECIA. The City may withhold any and all payments to ECIA for the purpose of setoff until such time as the exact amount of damages due the grantee from ECIA is determined.

7.3 If the termination is for convenience of the City, ECIA shall be entitled to compensation determined in accordance with Section 3 of this contract.

#### SECTION 8. Termination by ECIA

ECIA may terminate this contract by thirty (30) days written notice to the City for City failure to comply with the laws, rules, or regulations of the Iowa Finance Authority and/or U.S.

Environmental Agency in carrying out the SRF Program. The notice shall stipulate the laws, rules, or regulations that have been violated, and date ECIA advised the grantee of said violation.

#### SECTION 9. Indemnification/Hold Harmless

The City will at all times indemnify and keep indemnified ECIA, hold and save it harmless from and against any and all liability for damages, loss, costs, charges and expenses, of whatever kind of nature, or arising out of any type of claim or suit (including but not limited to a claim of breach of contract), including counsel and/or attorneys' fees and related costs and expenses, which ECIA shall or may at any time sustain or incur by reason or in consequence of having executed said contract for services. The City agrees that it will pay over, reimburse and make good to ECIA, its successors and/or assigns, all money which ECIA or its representatives, shall pay, or cause to be paid, or become liable to pay, by reason of the execution of this contract for services, or in connection with any litigation, investigation or other matters connected herewith. Such shall be the case whether such suit or claim is rightfully or wrongfully brought or instituted against ECIA, or naming ECIA, and in any case suit shall be brought upon ECIA, ECIA shall be at liberty to employ an attorney of its own selection to appear and defend this suit on its behalf, at the expense of the City.

#### SECTION 10. Government-Wide Restriction on Lobbying

**CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.** ECIA certifies, to the best of its knowledge and belief, that:

10.1 No Federal appropriated funds have been paid or will be paid by or on behalf of ECIA, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor

shall complete and submit Standard Form LLL-"Disclosure Form to report Federal Lobbying" in accordance with its instruction.

10.3 ECIA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### SECTION 11. Other Requirements

In connection with the carrying out of this agreement, ECIA agrees to comply with any and all rules and regulations of the Iowa Finance Authority and the Environmental Protection Agency concerning third party contracts.

PASSED AND APPROVED:

City of Dyersville

Date: July 3, 2023

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

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

East Central Intergovernmental Association

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
Chairperson or Executive Director

\_\_\_\_\_  
Attest

## Attachment A

## SCOPE OF SERVICES

The East Central Intergovernmental Association (ECIA) shall assist in compliance with requirements set forth by the Iowa Finance Authority; maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including, but not limited to the following activities:

## I. General Activities

- A. Be responsible for conducting and review of activities related to the compliance of federal regulations pertaining to the Davis-Bacon Act, as amended (40 U.S.C. 276a to a7), Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).
- B. Meet with/respond to engineer and contractor/subcontractors to review and assure understanding of terms and conditions of the above regulations.
- C. Assist in meeting(s) pertaining to the above regulations and ensure documentation with state/federal officials during site visits.
- D. Immediately advise the owner and the City if the contractors fail to comply with Davis-Bacon regulations.

## II. PROGRAM ADMINISTRATION

## A. Files

- 1. ECIA shall review files regularly and insure that required information is contained in each.
- 2. The files shall be located in the office of ECIA during construction and will remain the property of and provided to City of Dyersville upon contract completion.

## B. Project Specific Activities

- 1. Review project specifications and bid documents for compliance with above regulations.
- 2. Review construction contract(s) for compliance.
- 3. Obtain contractor clearances, if not completed.
- 4. Obtain wage determinations, if needed.
- 5. Meet with General Contractor and subcontractors as needed to assure compliance.
- 6. Provide labor standards information to contractor and sub-contractors.
- 7. Make construction site visit to assure posting of wage determination, labor standards provisions and required jobsite posters.
- 8. Receive and review contractor payroll forms (weekly) and follow up with necessary parties to ensure compliance.
- 9. Conduct jobsite employee interviews and verify pay compliance with payrolls.
- 10. Verify Anti-kickback statements from contractor(s).

11. Provide verification of contractor/subcontractor payroll compliance to City Staff prior to City issuance of contractor payments.

C. Program Close-Out

1. Provide a report of project completion to City staff in a format prepared by the City.
2. Assist auditor as needed by providing all available information for compliance audit.

RESOLUTION NO. 50-23**A RESOLUTION OF THE CITY OF DYERSVILLE APPROVING THE CONTRACT  
FOR 2023 DAVIS-BACON COMPLIANCE ADMINISTRATION TO EAST CENTRAL  
INTERGOVERNMENTAL ASSOCIATION**

WHEREAS, THE CITY OF DYERSVILLE, Iowa is party to the Agreement creating the East Central Intergovernmental Association (hereinafter called the ECIA) and is a member in good standing; and

WHEREAS, THE CITY OF DYERSVILLE, Iowa wishes to engage the ECIA to provide certain technical and professional services for administration of the City of Dyersville's **Field of Dreams Project (Contract E)**; and

WHEREAS, Articles II, III (12), and VIII (2) and (3) of the Articles of Agreement of the East Central Intergovernmental Association gives the ECIA the authority to perform services under consideration.

NOW, THEREFORE, BE IT RESOLVED, that the East Central Intergovernmental Association is hereby authorized to provide staff assistance as prescribed in the attached Contract for Services and Scope of Services.

PASSED, APPROVED, AND ADOPTED this 3rd day of July 2023.

---

Jeff Jacque, Mayor

ATTEST:

---

Tricia L. Maiers, City Clerk

## CONTRACT FOR SERVICES WITH EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION

THIS CONTRACT, entered into by and between the East Central Intergovernmental Association (hereinafter called ECIA) and under a passed and approved RESOLUTION OF DYERSVILLE, IOWA, (hereinafter called Grantee), authorizing ECIA's assistance in carrying out this Contract and attached Scope of Services, and approved by ECIA on \_\_\_\_\_, 2023.

TERMS. This Contract carries the following terms.

### SECTION 1. Scope of Services

ECIA shall provide and perform the necessary services required to carry out Davis-Bacon administration for **Field of Dreams Project (Contract E)** as set out in the Scope of Services attached.

### SECTION 2. Time of Performance

The services of ECIA commenced on July 3, 2023 and shall be completed upon receipt of final Certificate of Completion from the State of Iowa.

### SECTION 3. Method of Payment

Payment shall be due upon receipt of a monthly bill for services. The payment shall be based on the actual costs incurred by the agency in administering the contract, including labor and overhead, in accordance with OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (otherwise known as "Uniform Guidance"). Total payment shall not exceed \$3,000.00.

### SECTION 4. Personnel

The ECIA represents that it has, or will acquire, all personnel necessary to perform the services under this Contract.

### SECTION 5. Property

ECIA shall be free to acquire or use existing property, real or personal, as it deems necessary in the performance of work under this agreement.

### SECTION 6. Access to Records

ECIA, the Grantee, the State of Iowa, the U.S. Environmental Protection Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records which are directly pertinent to this specific contract, for the purpose of making audit, examinations, excerpts, and transcriptions.

ECIA and the Grantee shall maintain all required records for three years after complete grant closeout and all other pending matters are closed.

### SECTION 7. Termination by City

7.1 The City may, by thirty (30) days written notice to ECIA, terminate this contract in whole or in part at any time, either for the City's convenience or because of the failure of ECIA to fulfill its obligations under the contract. Upon receipt of such notice, ECIA shall:

- (1) immediately discontinue all services affected (unless the notice directs otherwise), and

(2) deliver to the City all data, drawings, specifications, as may have been accumulated by the ECIA in performing this contract, whether completed or in process.

7.2 Notwithstanding the above, ECIA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by ECIA. The City may withhold any and all payments to ECIA for the purpose of setoff until such time as the exact amount of damages due the grantee from ECIA is determined.

7.3 If the termination is for convenience of the City, ECIA shall be entitled to compensation determined in accordance with Section 3 of this contract.

#### SECTION 8. Termination by ECIA

ECIA may terminate this contract by thirty (30) days written notice to the City for City failure to comply with the laws, rules, or regulations of the Iowa Finance Authority and/or U.S.

Environmental Agency in carrying out the SRF Program. The notice shall stipulate the laws, rules, or regulations that have been violated, and date ECIA advised the grantee of said violation.

#### SECTION 9. Indemnification/Hold Harmless

The City will at all times indemnify and keep indemnified ECIA, hold and save it harmless from and against any and all liability for damages, loss, costs, charges and expenses, of whatever kind of nature, or arising out of any type of claim or suit (including but not limited to a claim of breach of contract), including counsel and/or attorneys' fees and related costs and expenses, which ECIA shall or may at any time sustain or incur by reason or in consequence of having executed said contract for services. The City agrees that it will pay over, reimburse and make good to ECIA, its successors and/or assigns, all money which ECIA or its representatives, shall pay, or cause to be paid, or become liable to pay, by reason of the execution of this contract for services, or in connection with any litigation, investigation or other matters connected herewith. Such shall be the case whether such suit or claim is rightfully or wrongfully brought or instituted against ECIA, or naming ECIA, and in any case suit shall be brought upon ECIA, ECIA shall be at liberty to employ an attorney of its own selection to appear and defend this suit on its behalf, at the expense of the City.

#### SECTION 10. Government-Wide Restriction on Lobbying

**CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.** ECIA certifies, to the best of its knowledge and belief, that:

10.1 No Federal appropriated funds have been paid or will be paid by or on behalf of ECIA, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor



shall complete and submit Standard Form LLL-"Disclosure Form to report Federal Lobbying" in accordance with its instruction.

10.3 ECIA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### SECTION 11. Other Requirements

In connection with the carrying out of this agreement, ECIA agrees to comply with any and all rules and regulations of the Iowa Finance Authority and the Environmental Protection Agency concerning third party contracts.

PASSED AND APPROVED:

City of Dyersville

Date: July 3, 2023

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

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

East Central Intergovernmental Association

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
Chairperson or Executive Director

\_\_\_\_\_  
Attest

## Attachment A

## SCOPE OF SERVICES

The East Central Intergovernmental Association (ECIA) shall assist in compliance with requirements set forth by the Iowa Finance Authority; maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including, but not limited to the following activities:

## I. General Activities

- A. Be responsible for conducting and review of activities related to the compliance of federal regulations pertaining to the Davis-Bacon Act, as amended (40 U.S.C. 276a to a7), Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).
- B. Meet with/respond to engineer and contractor/subcontractors to review and assure understanding of terms and conditions of the above regulations.
- C. Assist in meeting(s) pertaining to the above regulations and ensure documentation with state/federal officials during site visits.
- D. Immediately advise the owner and the City if the contractors fail to comply with Davis-Bacon regulations.

## II. PROGRAM ADMINISTRATION

## A. Files

- 1. ECIA shall review files regularly and insure that required information is contained in each.
- 2. The files shall be located in the office of ECIA during construction and will remain the property of and provided to City of Dyersville upon contract completion.

## B. Project Specific Activities

- 1. Review project specifications and bid documents for compliance with above regulations.
- 2. Review construction contract(s) for compliance.
- 3. Obtain contractor clearances, if not completed.
- 4. Obtain wage determinations, if needed.
- 5. Meet with General Contractor and subcontractors as needed to assure compliance.
- 6. Provide labor standards information to contractor and sub-contractors.
- 7. Make construction site visit to assure posting of wage determination, labor standards provisions and required jobsite posters.
- 8. Receive and review contractor payroll forms (weekly) and follow up with necessary parties to ensure compliance.
- 9. Conduct jobsite employee interviews and verify pay compliance with payrolls.
- 10. Verify Anti-kickback statements from contractor(s).

11. Provide verification of contractor/subcontractor payroll compliance to City Staff prior to City issuance of contractor payments.

C. Program Close-Out

1. Provide a report of project completion to City staff in a format prepared by the City.
2. Assist auditor as needed by providing all available information for compliance audit.