

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 - October 21, 2024
- 3. **Receive & File Minutes** Parks & Recreation Meeting - October 23, 2024
- 4. **Special Class C Retail Alcohol License** Happy Joe's Pizza
- 5. **Authorize Mayor to Sign** Contract Payment No. 8 (Final) to Tschiggfrie Excavating, Co. in the amount of \$56,389.28 for Dyersville East Road Utility Extension 2022 - Sanitary Sewer & Force Main
- 6. **Receive & File** Substantial Completion Letter - Dyersville East Road Utility Extension 2022 Contract E - Water and Sewer - Top Grade Excavating, Inc.
- 7. **Authorize Mayor to Sign** Contract Payment No. 10 to Top Grade Excavating, Inc. in the amount of \$97,571.41 for Dyersville East Road Utility Extension 2022 - Contract E Water and Sewer
- 8. **Approve & Accept** Water System Improvements 2019 - Contract A Southeast Water Pumping Facility - Boomerang Corporation
- 9. **Authorize Mayor to Sign** Contract Payment No. 6 to Boomerang Corp. in the amount of \$3,249.00 for Water System Improvements 2019 - Contract A Southeast Water Pumping Facility
- 10. **Flood Plain Development Application/Permit No. 24-05** Dyersville Events, Inc., 29000 Lansing Rd.
- 11. **Receive & File** Guidelines for Public Notice to Customers with Unknown, Lead, or Galvanized Service Lines

- 12. Receive and File** Bridge Connection Expense Report
- 13. Miscellaneous Correspondence** Greater Dubuque Development Corporation - October 2024
- 14. Miscellaneous Correspondence** Keep Iowa Beautiful - October 2024

ACTION ITEMS

- 15. 6:00 P.M. Public Hearing** on proposal to enter into a General Obligation Bridge Improvement Loan Agreement
- 16. Resolution No. 62-24** taking additional action on proposal to enter into a General Obligation Bridge Improvement Loan Agreement
- 17. 6:00 P.M. Public Hearing** on designation of the expanded Consolidated Dyersville Economic Development District
- 18. Resolution No. 63-24** declare necessity and establish an urban renewal area, pursuant to Section 403.4 of the Code of Iowa and approve urban renewal plan amendment for the consolidated Dyersville Economic Development District
- 19. Ordinance No. 865** providing for the division of taxes levied on taxable property in the November 2024 Addition to the consolidated Dyersville Economic Development District, pursuant to Section 403.19 of the Code of Iowa
- 20. Waive Second Reading** of Ordinance No. 865
- 21. Waive Third Reading** of Ordinance No. 865
- 22. Resolution No. 64-24** setting a date of meeting at which it is proposed to approve a development agreement with Dyersville Industries, Inc. d/b/a Dyersville Economic Development Corporation, including annual appropriation tax increment payments
- 23. Resolution No. 65-24** setting a date of meeting at which it is proposed to approve a development agreement with Dyersville Industries, Inc. d/b/a Dyersville Economic Development Corporation, including annual appropriation tax increment payments
- 24. Resolution No. 66-24** approving an agreement for Engineering Services between the City Dyersville and HDR Engineering, Inc. for 2025 RAISE Grant Preparation and Submittal for the 12th Ave SW and 13th Ave SE Connector Over North Fork Maquoketa River Project
- 25. Resolution No. 67-24** approving an agreement for Engineering Services between the City Dyersville and WHKS and Company for 2025 RAISE Grant Preparation and Submittal for the 12th Ave SW and 13th Ave SE Connector Over North Fork Maquoketa River Project
- 26. Resolution No. 68-24** authorizing the City Administrator and City Clerk to make the appropriate interfund transfer of sums and record the same in the appropriate manner for FY 2024 for the City of Dyersville, Iowa.

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01792 - 11.04.24 Bills - Ap

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
RELiance STANDARD	11.2024	Police Insurance	001-5-110-1-61500	GROUP INSURANCE	271.79
VERIZON WIRELESS	9976510012	Pepwave 2 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9976510012	Pepwave 3 PDS	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9976510012	Captain Cell Phone - 3004	001-5-110-1-63730	TELEPHONE	41.47
VERIZON WIRELESS	9976510012	Pepwave 1 PD	001-5-110-1-63730	TELEPHONE	40.07
VERIZON WIRELESS	9976510012	Pepwave 4 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9976510012	Assist Chief Cell Phone - 2918	001-5-110-1-63730	TELEPHONE	41.47
VERIZON WIRELESS	9976510012	Police Chief Cell Phone - 5804	001-5-110-1-63730	TELEPHONE	53.57
VERIZON WIRELESS	9976510012	Modem - 4635	001-5-110-1-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000007977	HRA Admin	001-5-110-1-64080	INSURANCE PREMIUM	35.00
SODAWASSER, JON	10.27.24	Trunk or Treat Candy	001-5-110-1-65407	DEPARTMENT SUPPLIES	27.29
STREICHER'S	11724678	Ammo	001-5-110-1-67273	OTHER EQUIPMENT	1,944.49
Department 110 - POLICE Total:					2,615.19
Department: 150 - FIRE					
PAUL'S PEST CONTROL	3843	Pest Control	001-5-150-1-63180	BUILDINGS/GROUNDS MAIN...	125.00
JEFF'S AUTO SERVICE	161811	Oil Change	001-5-150-1-63320	VEHICLE REPAIRS	67.98
JEFF'S AUTO SERVICE	162015	Vehicle Maintenance	001-5-150-1-63320	VEHICLE REPAIRS	543.21
ACCESS SYSTEMS	INV1648113	Copy Machine Contract	001-5-150-1-65407	DEPARTMENT SUPPLIES	69.59
MUNICIPAL EMERGENCY SE...	IN2100705	Nozzels	001-5-150-1-67270	NEW EQUIPMENT	70.32
Department 150 - FIRE Total:					876.10
Department: 210 - TRANSPORTATION					
RELiance STANDARD	11.2024	Public Works Insurance	001-5-210-2-61500	GROUP INSURANCE	8.15
GIANT WASH	24283	Lueck Uniforms	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	24298	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
BIG WHEELS REPAIR LLC	14012	Service Check	001-5-210-2-63320	VEHICLE REPAIRS	682.48
BIG WHEELS REPAIR LLC	14061	Service check/Oil Change	001-5-210-2-63320	VEHICLE REPAIRS	641.47
JOHN DEERE FINANCIAL	IC95320	Vehicle Maintenance - Dump...	001-5-210-2-63320	VEHICLE REPAIRS	1,167.14
VERIZON WIRELESS	9976510012	Pepwave 5 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9976510012	Pepwave 6 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9976510012	Pepwave 7 PW	001-5-210-2-63730	TELEPHONE	40.03
VERIZON WIRELESS	9976510012	Pepwave 4 PW	001-5-210-2-63730	TELEPHONE	40.03
VERIZON WIRELESS	9976510012	Pepwave 1 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9976510012	PW 8	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9976510012	PW Director Cell Phone - 8775	001-5-210-2-63730	TELEPHONE	46.47
PREFERRED HEALTH CHOICES...	0000007977	HRA Admin	001-5-210-2-64080	INSURANCE PREMIUM	5.95
B C LAND SERVICES	10.29.24	Tree Removal	001-5-210-2-65325	TREE MAINTENANCE SERVIC...	7,300.00
JOHN DEERE FINANCIAL	5819844	Shovel	001-5-210-2-65407	DEPARTMENT SUPPLIES	24.99
TAPCO	1789517	Battery Pack	001-5-210-2-65407	DEPARTMENT SUPPLIES	598.98
FL KRAPFL INC	2137	Curb/Gutter/Sidewalk Recon...	001-5-210-2-67621	STREET REHABILITATION	29,075.85
Department 210 - TRANSPORTATION Total:					39,796.32
Department: 410 - LIBRARY					
RELiance STANDARD	11.2024	Library Insurance	001-5-410-4-61500	GROUP INSURANCE	108.39
GIANT WASH	24283	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	13.12
PREFERRED HEALTH CHOICES...	0000007977	HRA Admin	001-5-410-4-64080	INSURANCE PREMIUM	15.00
GIANT WASH	24298	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	13.12
MEDICAL ASSOCIATES CLINIC	269228	Flu Shots	001-5-410-4-65060	OFFICE SUPPLIES	251.20
Department 410 - LIBRARY Total:					400.83
Department: 430 - PARKS					
RELiance STANDARD	11.2024	Parks Insurance	001-5-430-4-61500	GROUP INSURANCE	25.30
PREFERRED HEALTH CHOICES...	0000007977	HRA Admin	001-5-430-4-64080	INSURANCE PREMIUM	2.50
GSA TURF SERVICES	3154	Winterize Irrigation System - ...	001-5-430-4-64322	CONTRACTED SERVICES	270.00

Expense Approval Register

Packet: APPKT01792 - 11.0

Item 1.

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
B C LAND SERVICES	10.29.24	Tree Removal	001-5-430-4-64326	TREE MAINTENANCE SERVIC...	3,400.00
BARD MATERIALS	162526	Lime	001-5-430-4-65407	DEPARTMENT SUPPLIES	119.12
SPAHN & ROSE LUMBER CO	1874760	Lumber	001-5-430-4-65407	DEPARTMENT SUPPLIES	246.96
ACE HARDWARE	263860	Valve/Fittings - Park Concrete	001-5-430-4-65407	DEPARTMENT SUPPLIES	27.93
ACE HARDWARE	263926	Hose/Sprinkler	001-5-430-4-65407	DEPARTMENT SUPPLIES	205.15
ACE HARDWARE	263956	Sprinkler	001-5-430-4-65407	DEPARTMENT SUPPLIES	26.99
JOHN DEERE FINANCIAL	5815575	Valve/Plumbers tape	001-5-430-4-65407	DEPARTMENT SUPPLIES	18.36
JOHN DEERE FINANCIAL	5818529	Tree Guards - Parks	001-5-430-4-65407	DEPARTMENT SUPPLIES	44.85
CRESCENT ELECTRIC SUPPLY	S512807467.001	Conduit/Channel	001-5-430-4-65407	DEPARTMENT SUPPLIES	293.32
CRESCENT ELECTRIC SUPPLY	S512807467.002	Circuit Breakers/Conduit/Etc	001-5-430-4-65407	DEPARTMENT SUPPLIES	1,731.08
CRESCENT ELECTRIC SUPPLY	S512807467.003	Load Center Accy	001-5-430-4-65407	DEPARTMENT SUPPLIES	15.94
WHITE CAP LP	50028878052	Double Straw Net - Bridge Li...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	44.99
VOLKENS INC	5414	Directional Boring - Westside...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	11,905.00
JOHN DEERE FINANCIAL	5818779	Screws/Tape - Westside Lights	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	28.77
DECKER CONCRETE	6020	Dug Out Slabs	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	3,435.00
CRESCENT ELECTRIC SUPPLY	S512792542.001	Elbow/Adapter/Coupling - Si...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	103.65
Department 430 - PARKS Total:					21,944.91

Department: 445 - AQUATIC CENTER

RELIANCE STANDARD	11.2024	Pool Insurance	001-5-445-4-61500	GROUP INSURANCE	25.30
PREFERRED HEALTH CHOICES...	0000007977	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	10.17.24 Soc Ctr	Cleaning Services Wk of 10/1...	001-5-460-4-64322	CONTRACTED SERVICES	237.50
TJ CLEANING SERVICES	10.24.24 Soc Ctr	Cleaning Services Wk of 10/1...	001-5-460-4-64322	CONTRACTED SERVICES	187.50
GIANT WASH	24283	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
GIANT WASH	24298	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
PRIER BROS INC	26981	Run Gas Line	001-5-460-4-64322	CONTRACTED SERVICES	1,250.52
PREMIER WINDOW CLEANING	8932	Window Cleaning	001-5-460-4-64322	CONTRACTED SERVICES	90.00
Department 460 - COMMUNITY CENTER Total:					1,791.76

Department: 610 - MAYOR, COUNCIL & CITY ADM

RELIANCE STANDARD	11.2024	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	11.2024	Mayor/Council Insurance	001-5-620-6-61500	GROUP INSURANCE	9.43
LOCHER & DAVIS PLC	10.24.24	Annexation Recording	001-5-620-6-65050	RECORDING FEES	30.00
MEDICAL ASSOCIATES CLINIC	269228	Flu Shots	001-5-620-6-65060	OFFICE SUPPLIES	62.80
QUILL CORPORATION	41043755	Calculator Ribbon/Shredder	001-5-620-6-65060	OFFICE SUPPLIES	168.13
Department 620 - CLERK, TREAS & FINANCE Total:					270.36

Department: 650 - CITY HALL & GEN BLDGS

TJ CLEANING SERVICES	10.17.24 City	Cleaning Services Wk of 10.1...	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
TJ CLEANING SERVICES	10.24.24 City	Cleaning Services Wk of 10/1...	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
GIANT WASH	24283	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	13.12
PREMIER WINDOW CLEANING	8933	Window Cleaning	001-5-650-6-63100	BUILDING MAINTENANCE	60.00
HEARTLAND BUSINESS SYST...	741072-H	Remote Collaboration	001-5-650-6-63730	TELEPHONE	341.25
VERIZON WIRELESS	9976510012	City 3440	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	9976510012	City 0416	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	9976510012	City Clerk Cell Phone - 4040	001-5-650-6-63730	TELEPHONE	46.47
VERIZON WIRELESS	9976510012	Administrator Cell Phone - 4...	001-5-650-6-63730	TELEPHONE	46.47
VERIZON WIRELESS	9976510012	Michel - 3568	001-5-650-6-63730	TELEPHONE	11.30
GIANT WASH	24298	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	13.12
ACE HARDWARE	263868	Cleaning Supplies	001-5-650-6-65412	BUILDING SUPPLIES	24.43
CAPITAL SANITARY SUPPLY	D154063	Tissue	001-5-650-6-65412	BUILDING SUPPLIES	57.52
Department 650 - CITY HALL & GEN BLDGS Total:					1,193.70

Department: 660 - TORT LIABILITY

PREFERRED HEALTH CHOICES...	0000007977	HRA Admin	001-5-660-6-64080	INSURANCE PREMIUM	1.75
Department 660 - TORT LIABILITY Total:					1.75

Department: 670 - OTHER GENERAL GOVT

MAIERS, TRICIA	10.18.2024	Fall IMFOA Conf - Meals/Mil...	001-5-670-6-62300	MEETINGS/TRAINING	178.46
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Expense Approval Register

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Item 1.

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
PANTON, LORI	10.18.24	Fall IMFOA Conf - Mileage/M...	001-5-670-6-62300	MEETINGS/TRAINING	108.64
HOLIDAY INN CONFERENCE ...	505482	IMFOA Meeting - Rooms	001-5-670-6-62300	MEETINGS/TRAINING	59.36
Department 670 - OTHER GENERAL GOVT Total:					346.46
Fund 001 - GENERAL FUND Total:					69,310.50

Fund: 110 - ROAD USE FUND

Department: 210 - TRANSPORTATION

RELANCE STANDARD	11.2024	Public Works Insurance	110-5-210-2-61500	GROUP INSURANCE	80.97
RIVER CITY PAVING	4300024155	6th Street NE/Manhole/Wat...	110-5-210-2-67618	STREET RECONSTRUCTION	23,169.97
Department 210 - TRANSPORTATION Total:					23,250.94
Fund 110 - ROAD USE FUND Total:					23,250.94

Fund: 112 - TRUST AND AGENCY FUND

Department: 460 - COMMUNITY CENTER

LECHTENBERG, CARLA	10.20.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
JONES, BEN & MICKI	10.26.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
FELDMANN, ROGER	11.28.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	150.00
Department 460 - COMMUNITY CENTER Total:					350.00
Fund 112 - TRUST AND AGENCY FUND Total:					350.00

Fund: 301 - CAPITAL PROJECTS FUND

Department: 723 - CAPITAL PROJECT

COMMUNICATIONS ENGINE...	433632	Phone/Internet System	301-5-723-8-64322	CONTRACTED SERVICES	1,755.00
Department 723 - CAPITAL PROJECT Total:					1,755.00
Fund 301 - CAPITAL PROJECTS FUND Total:					1,755.00

Fund: 600 - WATER FUND

Department: 810 - WATER

RELANCE STANDARD	11.2024	Water Insurance	600-5-810-9-61500	GROUP INSURANCE	87.01
GIANT WASH	24283	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	8.54
GIANT WASH	24298	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	2.37
GIANT WASH	24283	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	11.62
GIANT WASH	24298	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
JOHN DEERE FINANCIAL	5811179	Cargo Pants	600-5-810-9-61814	HERBERS UNIFORMS	60.78
PANTON, LORI	10.18.24	Fall IMFOA Conf - Mileage/M...	600-5-810-9-62300	MEETINGS/TRAINING	100.00
HOLIDAY INN CONFERENCE ...	505482	IMFOA Meeting - Rooms	600-5-810-9-62300	MEETINGS/TRAINING	59.36
VERIZON WIRELESS	9976510012	Pepwave 3 Wtr	600-5-810-9-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000007977	HRA Admin	600-5-810-9-64080	INSURANCE PREMIUM	14.78
FERGUSON WATERWORKS #...	0500633	Meter Reader Repair	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,450.00
HAWKINS WATER TREATME...	5897529	Azone	600-5-810-9-65407	DEPARTMENT SUPPLIES	526.20
HAWKINS WATER TREATME...	6894168	Tonkazorb	600-5-810-9-65407	DEPARTMENT SUPPLIES	2,344.34
HAWKINS WATER TREATME...	6904441	Azone/LPC-4	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,606.56
HAWKINS WATER TREATME...	6904442	Azone	600-5-810-9-65407	DEPARTMENT SUPPLIES	170.41
Department 810 - WATER Total:					6,484.35
Fund 600 - WATER FUND Total:					6,484.35

Fund: 610 - SEWER FUND

Department: 815 - SEWER

RELANCE STANDARD	11.2024	Wastewater Insurance	610-5-815-9-61500	GROUP INSURANCE	83.03
GIANT WASH	24283	Menke Uniforms	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	24298	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	24283	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	14.69
GIANT WASH	24298	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	30.11
PANTON, LORI	10.18.24	Fall IMFOA Conf - Mileage/M...	610-5-815-9-62300	MEETINGS/TRAINING	100.00
HERBERS, TIM	10.30.24	Reimbursement - Meeting R...	610-5-815-9-62300	MEETINGS/TRAINING	40.00
HOLIDAY INN CONFERENCE ...	505482	IMFOA Meeting - Rooms	610-5-815-9-62300	MEETINGS/TRAINING	59.36
VERIZON WIRELESS	9976510012	Pepwave 2 WW	610-5-815-9-63730	TELEPHONE	40.01
VERIZON WIRELESS	9976510012	Sewer Camera	610-5-815-9-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000007977	HRA Admin	610-5-815-9-64080	INSURANCE PREMIUM	10.27
ACE HARDWARE	263887	Shipping Fees	610-5-815-9-64319	FREIGHT CHARGES ON TESTI...	15.51
JOHN DEERE FINANCIAL	5816638	Measuring Wheel/Tubing	610-5-815-9-65407	DEPARTMENT SUPPLIES	82.83

Expense Approval Register

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Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
CRESCENT ELECTRIC SUPPLY	S512804170.001	Fuses	610-5-815-9-65407	DEPARTMENT SUPPLIES	307.18
				Department 815 - SEWER Total:	827.74
				Fund 610 - SEWER FUND Total:	827.74
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
RELIANCE STANDARD	11.2024	Solid Waste Insurance	670-5-840-9-61500	GROUP INSURANCE	14.19
HOLIDAY INN CONFERENCE ...	505482	IMFOA Meeting - Rooms	670-5-840-9-62300	MEETINGS/TRAINING	59.36
BI-COUNTY DISPOSAL INC	115385	Landfill Fee	670-5-840-9-64316	CONTRACTS	7.15
PREFERRED HEALTH CHOICES...	0000007977	HRA Admin	670-5-840-9-65060	OFFICE SUPPLIES	2.25
				Department 840 - SOLID WASTE Total:	82.95
				Fund 670 - SOLID WASTE FUND Total:	82.95
				Grand Total:	102,061.48

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	69,310.50
110 - ROAD USE FUND	23,250.94
112 - TRUST AND AGENCY FUND	350.00
301 - CAPITAL PROJECTS FUND	1,755.00
600 - WATER FUND	6,484.35
610 - SEWER FUND	827.74
670 - SOLID WASTE FUND	82.95
Grand Total:	102,061.48

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61500	GROUP INSURANCE	271.79
001-5-110-1-63730	TELEPHONE	336.62
001-5-110-1-64080	INSURANCE PREMIUM	35.00
001-5-110-1-65407	DEPARTMENT SUPPLIES	27.29
001-5-110-1-67273	OTHER EQUIPMENT	1,944.49
001-5-150-1-63180	BUILDINGS/GROUNDS ...	125.00
001-5-150-1-63320	VEHICLE REPAIRS	611.19
001-5-150-1-65407	DEPARTMENT SUPPLIES	69.59
001-5-150-1-67270	NEW EQUIPMENT	70.32
001-5-210-2-61500	GROUP INSURANCE	8.15
001-5-210-2-61806	LUECK UNIFORMS	4.74
001-5-210-2-63320	VEHICLE REPAIRS	2,491.09
001-5-210-2-63730	TELEPHONE	286.57
001-5-210-2-64080	INSURANCE PREMIUM	5.95
001-5-210-2-65325	TREE MAINTENANCE SE...	7,300.00
001-5-210-2-65407	DEPARTMENT SUPPLIES	623.97
001-5-210-2-67621	STREET REHABILITATION	29,075.85
001-5-410-4-61500	GROUP INSURANCE	108.39
001-5-410-4-63750	MAINTENANCE	13.12
001-5-410-4-64080	INSURANCE PREMIUM	15.00
001-5-410-4-65060	OFFICE SUPPLIES	264.32
001-5-430-4-61500	GROUP INSURANCE	25.30
001-5-430-4-64080	INSURANCE PREMIUM	2.50
001-5-430-4-64322	CONTRACTED SERVICES	270.00
001-5-430-4-64326	TREE MAINTENANCE SE...	3,400.00
001-5-430-4-65407	DEPARTMENT SUPPLIES	2,729.70
001-5-430-4-67274	CAPITAL IMPROVEMENT...	15,517.41
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	1,791.76
001-5-610-6-61500	GROUP INSURANCE	45.32
001-5-620-6-61500	GROUP INSURANCE	9.43
001-5-620-6-65050	RECORDING FEES	30.00
001-5-620-6-65060	OFFICE SUPPLIES	230.93
001-5-650-6-63100	BUILDING MAINTENANCE	573.12
001-5-650-6-63730	TELEPHONE	525.51
001-5-650-6-65412	BUILDING SUPPLIES	95.07
001-5-660-6-64080	INSURANCE PREMIUM	1.75
001-5-670-6-62300	MEETINGS/TRAINING	346.46
110-5-210-2-61500	GROUP INSURANCE	80.97
110-5-210-2-67618	STREET RECONSTRUCTI...	23,169.97
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	350.00
301-5-723-8-64322	CONTRACTED SERVICES	1,755.00
600-5-810-9-61500	GROUP INSURANCE	87.01
600-5-810-9-61809	RECKER UNIFORMS	10.91
600-5-810-9-61814	HERBERS UNIFORMS	74.77
600-5-810-9-62300	MEETINGS/TRAINING	159.36
600-5-810-9-63730	TELEPHONE	40.01

Account Summary

Account Number	Account Name	Expense Amount
600-5-810-9-64080	INSURANCE PREMIUM	14.78
600-5-810-9-65407	DEPARTMENT SUPPLIES	6,097.51
610-5-815-9-61500	GROUP INSURANCE	83.03
610-5-815-9-61810	MENKE UNIFORMS	4.74
610-5-815-9-61813	REICHER UNIFORMS	44.80
610-5-815-9-62300	MEETINGS/TRAINING	199.36
610-5-815-9-63730	TELEPHONE	80.02
610-5-815-9-64080	INSURANCE PREMIUM	10.27
610-5-815-9-64319	FREIGHT CHARGES ON T...	15.51
610-5-815-9-65407	DEPARTMENT SUPPLIES	390.01
670-5-840-9-61500	GROUP INSURANCE	14.19
670-5-840-9-62300	MEETINGS/TRAINING	59.36
670-5-840-9-64316	CONTRACTS	7.15
670-5-840-9-65060	OFFICE SUPPLIES	2.25
Grand Total:		102,061.48

Project Account Summary

Project Account Key	Expense Amount
None	102,061.48
Grand Total:	102,061.48



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01793 - 11.04.24 Bills - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
ALLIANT ENERGY	10.15.24	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	19.07
WINDSTREAM	10.2024	Police Phone	001-5-110-1-63730	TELEPHONE	142.70
Department 110 - POLICE Total:					161.77
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	10.15.24	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	186.69
Department 180 - MISC. COMMUNITY PROTECTION Total:					186.69
Department: 210 - TRANSPORTATION					
IOWA STATE UNIVERSITY	10.2024 TH/TL	Registrations - Winter Maint...	001-5-210-2-62300	MEETINGS/TRAINING	170.00
Department 210 - TRANSPORTATION Total:					170.00
Department: 430 - PARKS					
ALLIANT ENERGY	10.15.24	Park Electricity	001-5-430-4-63710	ELECTRICITY	186.57
WINDSTREAM	10.2024	Parks Phone	001-5-430-4-63730	TELEPHONE	49.48
Department 430 - PARKS Total:					236.05
Department: 460 - COMMUNITY CENTER					
ALLIANT ENERGY	10.15.24	Social Center Electricity	001-5-460-4-63710	ELECTRICITY	52.39
Department 460 - COMMUNITY CENTER Total:					52.39
Department: 650 - CITY HALL & GEN BLDGS					
WINDSTREAM	10.2024	City Hall Phone	001-5-650-6-63730	TELEPHONE	236.31
Department 650 - CITY HALL & GEN BLDGS Total:					236.31
Department: 670 - OTHER GENERAL GOVT					
INTERNATIONAL CITY MANA...	10.2024	Membership Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	1,021.87
IOWA LEAGUE OF CITIES	10.2024 TM	Registration -Budget Workse...	001-5-670-6-62300	MEETINGS/TRAINING	45.00
Department 670 - OTHER GENERAL GOVT Total:					1,066.87
Fund 001 - GENERAL FUND Total:					2,110.08
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	10.15.24	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	435.58
Department 180 - MISC. COMMUNITY PROTECTION Total:					435.58
Fund 110 - ROAD USE FUND Total:					435.58
Fund: 600 - WATER FUND					
Department: 810 - WATER					
POSTMASTER	10.2024	Postage Permit Fee	600-5-810-9-65060	OFFICE SUPPLIES	116.66
Department 810 - WATER Total:					116.66
Fund 600 - WATER FUND Total:					116.66
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
IOWA DEPT OF NATURAL RE...	3130001 10/24	Permit Application	610-5-815-9-62100	DUES/SUBSCRIPTIONS	85.00
POSTMASTER	10.2024	Postage Permit Fee	610-5-815-9-65060	OFFICE SUPPLIES	116.66
Department 815 - SEWER Total:					201.66
Fund 610 - SEWER FUND Total:					201.66
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
POSTMASTER	10.2024	Postage Permit Fee	670-5-840-9-65060	OFFICE SUPPLIES	116.68
Department 840 - SOLID WASTE Total:					116.68
Fund 670 - SOLID WASTE FUND Total:					116.68
Grand Total:					2,980.66

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	2,110.08
110 - ROAD USE FUND	435.58
600 - WATER FUND	116.66
610 - SEWER FUND	201.66
670 - SOLID WASTE FUND	116.68
Grand Total:	2,980.66

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63710	ELECTRICITY	19.07
001-5-110-1-63730	TELEPHONE	142.70
001-5-180-1-63710	ELECTRICITY	186.69
001-5-210-2-62300	MEETINGS/TRAINING	170.00
001-5-430-4-63710	ELECTRICITY	186.57
001-5-430-4-63730	TELEPHONE	49.48
001-5-460-4-63710	ELECTRICITY	52.39
001-5-650-6-63730	TELEPHONE	236.31
001-5-670-6-62100	DUES/SUBSCRIPTIONS	1,021.87
001-5-670-6-62300	MEETINGS/TRAINING	45.00
110-5-180-1-63710	ELECTRICITY	435.58
600-5-810-9-65060	OFFICE SUPPLIES	116.66
610-5-815-9-62100	DUES/SUBSCRIPTIONS	85.00
610-5-815-9-65060	OFFICE SUPPLIES	116.66
670-5-840-9-65060	OFFICE SUPPLIES	116.68
Grand Total:		2,980.66

Project Account Summary

Project Account Key	Expense Amount
None	2,980.66
Grand Total:	2,980.66



UBPKT02071 - Refunds 01 UBPKT02070 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-030683-01	Mooney, Will		0	118.78			118.78	Generated From Billing
Total Refunds: 1			Total Refunded Amount:	118.78				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	118.78
Revenue Total:	118.78



CITY COUNCIL

Lower Level Council Chambers
Monday, October 21, 2024
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Council Member Oberbroeckling to approve October 21, 2024 agenda as presented Seconded by Council Member Gibbs.

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

ORAL COMMENTS

Jerilyn Kraft, 7094 Northwood Court, Chanhassen, MN, read a statement she prepared related to her mother Jeanine Koch. The statement provides a complete picture of the events regarding the sanitary sewer easement for Lakeview Estates. During the six-minute discussion at the October 7 city council meeting, unfair comments were made about Jeanine and the K & K Building, which she addressed.

APPROVAL OF CONSENT AGENDA

Motion made by Council Member English to approve agenda consent 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 - October 7, 2024; **3. Receive & File Minutes** Planning & Zoning Commission Meeting - October 14, 2024; **4. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - September 9, 2024; **5. Blasting Permit** Bennett Explosives, Inc. - November 2024; **6. Parade Permit** Dyersville Downtown Market - Lighted Christmas Parade - December 7, 2024; **7. Request** from the Dyersville Downtown Market to have their 2nd Annual Run, Run Rudolph race on Saturday, December 7th at 10 am; **8. Resolution No. 60-24** setting the Salaries for the City of Dyersville Part Time Employees; **9. Authorize Mayor to Sign** Contract Payment No. 3 to Dave Schmitt Construction in the amount of \$69,105.55 for 20 West Industrial Center, Phase 3 Contract D Storm Sewer, Paving and Lighting; **10. Receive & File** Staff Report - Police - October 2024; **11. Receive & File** Staff Report - Parks & Recreation - October 2024; **12. Receive & File** Staff Report - Library - October 2024; **13. Receive & File** Staff Report - Public Works - October 2024; **14. Receive & File** Staff Report - City Administrator - October 2024. The following bills were approved for payment:

Access Systems	Contract	\$	475.04
Ace Hardware	Supplies	\$	33.70
AireSpring	Phone	\$	342.00
Alliant Energy	Electricity	\$	6,172.58
Amazon	Books	\$	1,131.89
Baker & Taylor Books	Books	\$	1,451.00
Bard Materials	Rock/Lime	\$	2,348.30
Bergfeld, Brooke	Refund	\$	100.00
Black Hills Energy	Natural Gas	\$	329.40
Blackstone Publishing	Books	\$	205.45
Boeckenstedt, Ann	Supplies	\$	3.75
BSN Sports/Collegiate Pacific	Supplies	\$	149.70

Capital Sanitary Supply	Supplies	\$	113.14
Cengage Learning	Books	\$	243.93
Center Point Publishing	Books	\$	259.68
City of Dubuque – WRRRC	Testing	\$	60.00
CMA Welding LLC	Repairs	\$	765.40
Communications Engineering Company	Phone/Internet System	\$	8,750.00
Complete Office of Wisconsin	Supplies	\$	314.01
Crescent Electric Supply	Supplies	\$	3,601.20
De Novo Marketing	Branding	\$	5,000.00
Demco Educational Corp	Supplies	\$	208.17
Domeyer, Aaron	Referee Fees	\$	40.00
Dubuque Fire Equipment Inc	Inspection	\$	611.45
Eocene Environmental Group	Professional Services	\$	1,624.69
Fareway Stores Inc	Supplies	\$	15.43
FL Krapfl Inc	Contracted Services	\$	14,531.70
Fuerste Carew Juergens & Sudmeier PC	Legal Fees	\$	900.00
Gazette Communications	Subscription	\$	468.00
Gudenkauf, Deb	Program	\$	20.24
Hageman, Carter	Referee Fees	\$	35.00
Hansel Cleaning Services LLC	Contract	\$	1,000.00
Help and Hope For A Healthy Brain	Program	\$	250.00
Heritage Printing Co	Program	\$	253.95
Hogan Hansen	Financial Services	\$	20,000.00
Hoopla By Midwest Tape	Program	\$	502.03
Hy Vee	Supplies	\$	1,282.52
IAWEA	Registration	\$	40.00
If You Build It LLC	Development Agreement	\$	40,000.00
Imon Communications LLC	Fiber Optic Internet	\$	1,005.00
Ingram Library Services	Books	\$	1,219.02
Iowa Association of Municipal Utilities	Training	\$	3,939.66
Iowa One Call	One Call Locates	\$	189.40
Iowa Pump Works	Supplies	\$	6,796.55
John Deere Financial	Supplies	\$	320.72
Kanopy Inc	Program	\$	6.00
Kruse, Hailey	Referee Fees	\$	105.00
Kruse, Luke	Referee Fees	\$	35.00
Kurt, Mary Lou	Program	\$	500.00
Library Ideas	Electronic Media	\$	2.50
Lueck, Mitchell or Maddie	Refund	\$	100.00
Maquoketa Valley Electric Coop	Electricity	\$	7,159.82
Microbac Laboratories	Supplies	\$	590.00
MM Mechanical	Maintenance	\$	1,376.64
Nieman, Tim	Referee Fees	\$	100.00
Roling, Andrew	Referee Fees	\$	70.00
Roling, Steven	Referee Fees	\$	75.00
Rose Garden Properties LLC	Development Agreement	\$	31,509.29
Schrandt, Dawn	Supplies	\$	32.36
Schwarten, Rachel	Referee Fees	\$	40.00
Sheehy, Tate	Referee Fees	\$	30.00
Spahn & Rose Lumber Co	Supplies	\$	500.76
State Hygienic Laboratory	Testing	\$	857.00
Streicher's	Equipment	\$	4,320.00
Tedder Industries	Equipment	\$	210.04

TJ Cleaning Services	Cleaning Services	\$	387.50
USA Blue Book	Supplies	\$	484.50
Vonderhaar, Shirley	Meeting	\$	825.05
Werner, Ron	Referee Fees	\$	105.00
White Cap LP	Supplies	\$	276.88
Wilson, Kathy J	Program	\$	170.00
Windstream	Phone	\$	127.83
Wolf, Jerry	Referee Fees	\$	70.00
Wolf, Russ	Referee Fees	\$	197.00

001 - General Fund	\$	51,616.94
002 - Library Trust Fund	\$	4,263.93
110 - Road Use Fund	\$	3,873.81
112 - Trust and Agency Fund	\$	200.00
135 - Dyersville TIF Dist Fund	\$	2,403.74
301 - Capital Projects Fund	\$	84,480.24
600 - Water Fund	\$	12,590.08
610 - Sewer Fund	\$	17,069.95
670 - Solid Waste Fund	\$	868.18
Grand Total:	\$	177,366.87

ACTION ITEMS

15. Presentation by De Novo Marketing

Motion made by Council Member Westhoff to receive and file Seconded by Council Member Singsank. Voting Yea: English, Gibbs, Oberbroeckling, Singsank, Westhoff Nay: None Motion carried.

16. Resolution No. 61-24 approving amendment 1 of the grant agreement between Dubuque County, the City of Dyersville, and This is Iowa Ballpark, Inc.

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

17. Discussion and Possible Action for Ritz/Dyersville Family Restaurant Preliminary Design Report

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

COUNCIL COMMENTS

Mayor Jacque asked Ed Henry, Assistant City Attorney if it was lawful to go into closed session for said purpose.

18. CLOSED SESSION pursuant to section 21.5(1)(c) of the Code of Iowa to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Motion made by Council Member English to go into closed session Seconded by Council Member Oberbroeckling.

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

Motion made by Council Member English to come out of closed session Seconded by Council Member Westhoff.

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

ADJOURNMENT

Motion made by Council Member English to adjourn at 8:09 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer



PARKS & RECREATION

Lower Level Council Chambers
Wednesday, October 23, 2024
6:00 PM

MINUTES

ROLL CALL

Meeting was called to order by Sarah Goldsmith at 6:00 P.M.

PRESENT

Jason Lang, Jon Scherbring, Sarah Goldsmith, Casey Frye, Matt Ungs

ABSENT

Megan Scherrman, Nathan Huebner

APPROVAL OF AGENDA

Goldsmith asked for review and approval of the agenda. Motion made by Ungs, seconded by Lang.
Voting Yea: Lang, Scherbring, Goldsmith, Frye, Ungs

Motion Carried

AGENDA ITEMS

1. Approve Meeting Minutes - April 17, 2024

Goldsmith asked for comments or changes and there were none. Motion made by Lang, seconded by Ungs.

Voting Yea: Lang, Scherbring, Goldsmith, Frye, Ungs

Motion Carried

2. Receive & File Director's Report - April 2024

Goldsmith asked for comments or changes and there were none. Motion made by Ungs, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Goldsmith, Frye, Ungs

Motion Carried

3. Receive & File Director's Report - May 2024

Goldsmith asked for comments or changes and there were none. Motion made by Ungs, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Goldsmith, Frye, Ungs

Motion Carried

4. Receive & File Director's Report - June 2024

Goldsmith asked for comments or changes and there were none. Motion made by Unga, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Goldsmith, Frye, Unga

Motion Carried

5. Receive & File Director's Report - July 2024

Goldsmith asked for comments or changes and there were none. Motion made by Unga, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Goldsmith, Frye, Unga

Motion Carried

6. Receive & File Director's Report - August 2024

Goldsmith asked for comments or changes and there were none. Motion made by Unga, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Goldsmith, Frye, Unga

Motion Carried

7. Receive & File Director's Report - September 2024

Goldsmith asked for comments or changes and there were none. Motion made by Unga, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Goldsmith, Frye, Unga

Motion Carried

8. Westside Park Upgrades - Ball Diamond Work

We have paved walking trails and have added a concrete pad, making most of the lime areas concrete. This will allow bleachers to be on pavement. This pavement will also help people with disabilities, which will be great.

Candy Cane diamonds will be changed to host 13 years and older players. This will help with Field of Dreams tournaments. These games will remain on weekends only.

9. Westside Park Upgrades – Lights

On Monday, lights were placed on Field #1 at Westside Park. Funds were originally budgeted for the Commercial Club bathrooms; however, they were not ready to put these in. The funds were to expire if not used by a certain date, so they reassigned the funds to be spent on lights for the ball fields. They will be installing lights tomorrow at Candy Cane Park. These will be LED lights.

10. Westside Park Upgrades – Netting

Adam Huehnergath spoke with a few people regarding netting by the fields. He doesn't believe Commercial Club Park has much of a problem with fly balls as do the other diamonds. Field of Dreams is looking at netting also. If we could do it at the same time, we may be able to get a better price. Huehnergath did not find netting that he thought looked good. He stated that we have 3 options: put nets over the entire area; place netting/fencing behind the spectators; or extend the fencing behind home plate and bend the fencing in. Goldsmith asked if he had prices and photos and also whether or not Field of Dreams will help fund it. Huehnergath will bring information to the next meeting.

11. Aquatic Center - Financials

Financials for the aquatic center were included in the packet. The financial loss was less than in previous years. Revenue was okay even though attendance was down, partially due to inclement weather. The attendance was down 10%. The new hours did not really affect admission later in the day.

New ideas - Offer pool parties Saturday and Sunday from 11am - 1 pm and charge \$250.00. There was a question as to whether or not staffing would be an issue. Huehnergath feels we are losing good lifeguards due the wages we pay. Another facility is paying \$13.00/hr.

12. Aquatic Center - Shade

Huehnergath is looking into shade for a couple of areas up at the pool. We need to decide where would be the best place to put the shades. Many parents that go to watch their kids don't want to be out in the sun. A question was made as to whether or not we should plant a tree. No comments were made.

13. Aquatic Center - Open & Close Policies

Huehnergath wanted to address our closing policy. He asked if we could close the pool if the temperature is below 70 degrees. The lifeguards really do not want to be there if there are no patrons. This would also save us money. The commission has decided to revisit this at the next meeting.

14. Dyersville Soccer League - All Girls League

The All Girls League was an overwhelming success. Huehnergath will put out a survey for all parents that had a girl in the All Girls League to get feedback. We have several options we can choose from: it was fun, but we don't need to do it again; keep it exactly the same adding an additional week; have an all girls and all boys league (grade 5-8) during the Summer the same time as Senior Soccer on Sunday afternoon, or switch all the grades to all girl and all boy. Huehnergath wanted the commission to get feedback from other parents.

15. Dyersville Soccer League - Awards

This year we had three divisions: Gold, Silver and Bronze. The winner from the Gold level receives a trophy and 2nd place receives a medal; the winner of the Silver level receives a medal and 2nd place receives nothing; and the winner of the Bronze level receives a medal and 2nd place receives nothing. Do we want to give out more awards? The answer was unanimously "No". We do not want participation medals.

16. Dyersville Soccer League - Pictures

Pictures worked well; however, we need to have them earlier in the season or before the season starts so more people can order buttons, etc. so it's worth the photographer's time. They would also like to do this same process for baseball & softball.

17. Flag Football - Overview

3rd & 4th grade flag football went very well. Goldsmith would like to see a 5th & 6th grade flag football offered as well. Huehnergath suggested having something for 5th & 6th grade in the Spring (March - April). He will put out a survey to see what the parents would like to see. Ungs recommended that for 1st & 2nd grade flag football teams have a one hour practice and then go into a 40 minute game. The kids don't seem to remember the plays from practice several days earlier and then they would only meet once a week.

18. Flag Football - 2025 Plans

The plans for 2025 were previously discussed. The commission is gather data Huehnergath will send out a survey to see what the interest is for 5th/6th grade flag football.

19. Commission Member Comments

There were no commission comments.

20. Set Next Meeting Date for Wednesday, November 13th, 2024 at 6:00 P.M.**ADJOURNMENT**

The meeting was adjourned at 6:54 P.M. on a motion made by Scherbring, seconded by Frye.

Voting Yea: Lang, Scherbring, Goldsmith, Frye, Ungs

Motion Carried



Sandy Oberbroeckling

October 23, 2024
Date



State of Iowa

Alcoholic Beverages Division

Item 4.

Applicant

NAME OF LEGAL ENTITY

LEHMANN FAMILY
RESTAURANT LLC

NAME OF BUSINESS(DBA)

Happy Joe's Pizza

BUSINESS

(563) 875-7263

ADDRESS OF PREMISES

1213 12th Avenue Southeast

PREMISES SUITE/APT NUMBER

CITY

Dyersville

COUNTY

Dubuque

ZIP

52040

MAILING ADDRESS

1213 12th Avenue Southeast

CITY

Dyersville

STATE

Iowa

ZIP

52040

Contact Person

NAME

John Lehmann

PHONE

(563) 543-7686

EMAIL

joleh25@gmail.com

License Information

LICENSE NUMBER

BW0097234

LICENSE/PERMIT TYPE

Special Class C Retail Alcohol
License

TERM

12 Month

STATUS

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Jan 6, 2025

TENTATIVE EXPIRATION DATE

Jan 5, 2026

LAST DAY OF BUSINESS

SUB-PERMITS

Special 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
John Lehmann	Durango	Iowa	52039	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

West Bend 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

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 5.

CONTRACT PAYMENT NO.

8 FINAL

PAGE 1/3

OWNER: CITY OF DYERSVILLE, IOWA
PROJECT: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 SANITARY SEWER & FORCE MAIN
ORIGIN DESIGN NO: 20080

CONTRACTOR: TSCHIGGFRIE EXCAVATING CO.
ADDRESS: 425 JULIEN DUBUQUE DRIVE
DUBUQUE, IA 52003

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

AMOUNT OF CONTRACT
ORIGINAL: \$1,094,955.20
REVISED: \$1,127,785.54

DATES OF PAYMENT
FROM: Commencement
TO: Completion

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CHANGE ORDERS	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-site		5500	CY	\$6.00	5500	\$33,000.00	0	\$0.00	5500	\$33,000.00	100%
2	Removal of Known Pipe Culvert, CMP, Various		588	LF	\$7.30	588	\$4,292.40	0	\$0.00	588	\$4,292.40	100%
3	Rock Excavation		14000	CY	\$0.01	361.2	\$3.61	0	\$0.00	361.2	\$3.61	3%
4	Replacement of Unsuitable Backfill Material		25500	TON	\$0.01	1161.83	\$11.62	0	\$0.00	1161.83	\$11.62	5%
5	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	CO 4	8714	LF	\$71.00	8714	\$618,694.00	0	\$0.00	8714	\$618,694.00	100%
6	Sanitary Sewer Force Main, Trenched, PVC, 6"	CO 5	3980.83	LF	\$39.00	3980.83	\$155,252.37	0	\$0.00	3980.83	\$155,252.37	100%
7	Sanitary Sewer Force Main, Trenchless, PVC, 6"	CO 4	120	LF	\$91.00	120	\$10,920.00	0	\$0.00	120	\$10,920.00	100%
8	Sewage Air Release Valve and Pit		1	EA	\$9,600.00	1	\$9,600.00	0	\$0.00	1	\$9,600.00	100%
9	Pipe Culvert, Trenched, CMP, 15"		31	LF	\$52.00	31	\$1,612.00	0	\$0.00	31	\$1,612.00	100%
10	Pipe Culvert, Trenched, CMP, 18"		363	LF	\$59.00	363	\$21,417.00	0	\$0.00	363	\$21,417.00	100%
11	Pipe Culvert, Trenched, CMP, 24"	CO 1	75	LF	\$74.00	75	\$5,550.00	0	\$0.00	75	\$5,550.00	100%
12	Pipe Apron, CMP, 15"		2	EA	\$240.00	2	\$480.00	0	\$0.00	2	\$480.00	100%
13	Pipe Apron, CMP, 18"		16	EA	\$260.00	16	\$4,160.00	0	\$0.00	16	\$4,160.00	100%
14	Pipe Apron, CMP, 24"		4	EA	\$380.00	4	\$1,520.00	0	\$0.00	4	\$1,520.00	100%
15	Manhole, SW-301, 48"		260	VF	\$540.00	255.63	\$138,040.20	0	\$0.00	255.63	\$138,040.20	98%
16	Removal of Driveway		518	SY	\$4.60	202.65	\$932.19	0	\$0.00	202.65	\$932.19	39%
17	Driveway, Paved, Asphalt, 4"		33	SY	\$53.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
18	Driveway, Paved, Concrete, 4"		72	SY	\$65.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
19	Driveway, Paved, Concrete, 6"	CO 5	142.34	SY	\$75.00	142.34	\$10,675.50	0	\$0.00	142.34	\$10,675.50	100%
20	Driveway, Granular	CO 4	283.65	TON	\$17.00	283.65	\$4,822.05	0	\$0.00	283.65	\$4,822.05	100%
21	Temporary Traffic Control		1	LS	\$12,000.00	1	\$12,000.00	0	\$0.00	1	\$12,000.00	100%
22	Conventional Seeding, Seeding, Fertilizing, and Mulching		6.8	AC	\$1,900.00	0	\$0.00	6.8	\$12,920.00	6.8	\$12,920.00	100%
23	SWPPP Management		1	LS	\$1,600.00	1	\$1,600.00	0	\$0.00	1	\$1,600.00	100%
24	Silt Fence or Silt Fence Ditch Check		1600	LF	\$2.10	976	\$2,049.60	0	\$0.00	976	\$2,049.60	61%
25	Silt Fence or Silt Fence Ditch Check, Removal of Sediment		1600	LF	\$0.01	0	\$0.00	0	\$0.00	0	\$0.00	0%
26	Silt Fence or Silt Fence Ditch Check, Removal of Device		1600	LF	\$0.21	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL WORK COMPLETED (PAGE 1)

\$12,920.00

\$1,049,552.54

CONTRACT PAYMENT NO.

8 FINAL

PAGE 2/3

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION		CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
27	Inlet Protection Device, Surface	CO 1, 5	15	EA	\$180.00	15	\$2,700.00	0	\$0.00	15	\$2,700.00	100%
28	Inlet Protection Device, Maintenance	CO 5	15	EA	\$11.00	15	\$165.00	0	\$0.00	15	\$165.00	100%
29	Mobilization		1	LS	\$36,800.00	1	\$36,800.00	0	\$0.00	1	\$36,800.00	100%
30	Maintenance of Postal Service		1	LS	\$450.00	1	\$450.00	0	\$0.00	1	\$450.00	100%
31	Concrete Washout		1	LS	\$400.00	1	\$400.00	0	\$0.00	1	\$400.00	100%
32	Exploratory Excavation		30	HR	\$84.00	30	\$2,520.00	0	\$0.00	30	\$2,520.00	100%

TOTAL WORK COMPLETED (PAGE 2)

\$0.00

\$43,035.00

TOTAL WORK COMPLETED TO DATE

\$12,920.00

\$1,092,587.54

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION		CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Quantity increase for Bid Items 11 & 27 - see above items		----	----	-----	----	-----	----	-----	----	-----	----
2	Cast-in-Place Antiflotation Bases to Select Manholes		6	EA	\$1,000.00	6	\$6,000.00	0	\$0.00	6	\$6,000.00	100%
3	6" Perforated Drain Tile		600	LF	\$17.00	600	\$10,200.00	0	\$0.00	600	\$10,200.00	100%
3	Hickenbottom Drain/Rodent Guard		1	LS	\$320.00	1	\$320.00	0	\$0.00	1	\$320.00	100%
4	Quantity increase for Bid Items 5, 7 & 20 - see above items		----	----	-----	----	-----	----	-----	----	-----	----
4	Granular Shoulder Repair											
	Granular Shoulder		325	TON	\$23.00	0	\$0.00	325	\$7,475.00	325	\$7,475.00	100%
	Mobilization		1	LS	\$1,000.00	0	\$0.00	1	\$1,000.00	1	\$1,000.00	100%
4	Manhole Riser (Manhole Barrel Section - 1' Riser)		1	LS	\$2,500.00	1	\$2,500.00	0	\$0.00	1	\$2,500.00	100%
4	6" Perforated Drain Tile		100	LF	\$19.00	100	\$1,900.00	0	\$0.00	100	\$1,900.00	100%
5	Quantity increase for Bid Items 6, 19, 27, 28 - see bid items		----	----	-----	----	-----	----	-----	----	-----	----
5	Additional Grading @ 30512 Dyersville East Road		1	LS	\$5,021.00	1	\$5,021.00	0	\$0.00	1	\$5,021.00	100%
5	Fittings - ductile iron fitting connections to force main system		68	LBS	\$11.50	68	\$782.00	0	\$0.00	68	\$782.00	100%
6 FINAL	Contract adjustment based on above total quantities		----	----	-----	----	-----	----	-----	----	-----	----

TOTAL CHANGE ORDER WORK

\$8,475.00

\$35,198.00

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE

\$1,127,785.54

Less: Amount Retained Per Contract 0%

\$0.00

Value of Stored Materials (See Attached List)

\$0.00

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$1,127,785.54

Less: Previous Amount Earned

\$1,071,396.26

BALANCE DUE TO CONTRACTOR THIS PAYMENT

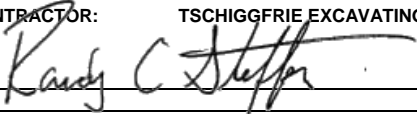
\$56,389.28

CONTRACT PAYMENT NO.

8 FINAL

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: TSCHIGGFRIE EXCAVATING CO.

BY: 

TITLE: General Supt-Estimator

DATE: 10-22-2024

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

ORIGIN DESIGN CO.

BY: 
Marc Ruden, P.E.

TITLE: Water Resources Team Leader

DATE: 10/29/2024

APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA

AMOUNT PAID

BY:

TITLE:

DATE:

AFFIDAVIT CONCERNING THE
DYERSVILLE EAST ROAD UTILITY EXTENSION 2022
CONTRACT E – WATER & SEWER
CITY OF DYERSVILLE, IOWA

STATE OF IOWA

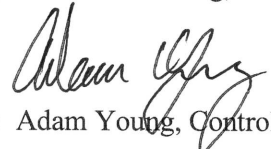
COUNTY OF Dubuque) ss:

The undersigned, being first duly sworn on oath deposes and states:

1. That this Affidavit is given pursuant to Section 573.28, Code of Iowa.
2. That the undersigned is a contractor for the Public Improvement project known as the City of Dyersville, Dyersville East Road Utility Extension 2022 Contract E – Water and Sewer.
3. That said project is substantially completed.
4. The undersigned contractor has served written notice on each known subcontractor, sub-subcontractor, and supplier that provided labor or materials for this public improvement project, and with said notice, a copy of which is attached hereto, was delivered on or about October 11, 2024, at least ten days prior to the date of this Affidavit.
5. That pursuant to Section 573.28, Code of Iowa, below undersigned contractor hereby requests the City of Dyersville, Iowa to release the partial funds retained for this project.

Dated this 23rd day of October, 2024.

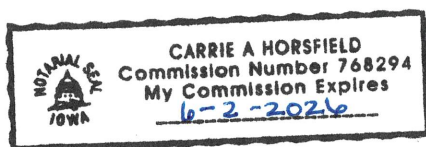
Top Grade Excavating, Inc.


By: Adam Young, Controller

Subscribed and sworn to before me, a Notary Public in and for the State of Iowa, by Adam Young (name), to me known to be the Controller (title) of Top Grade Excavating (company name) an Iowa (state) Corporation.

(Notary Seal)

By: 
Notary Public



TOP GRADE EXCAVATING

INC.

971 9TH AVE NW • PO BOX Item 6.
FARLEY, IOWA 52046

PHONE: (563) 744-3416
FAX : (855) 884-2769

ANSTOETTER CONSTRUCTION
208 MICHIGAN AVENUE
FARLEY, IA 52046

October 11, 2024

RE: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 CONTRACT E – WATER & SEWER

You are receiving this letter because your company worked on or provided materials for the Dyersville East Road Utility Extension 2022 Contract E – Water and Sewer project. In accordance with Code of Iowa Chapter 573, Top Grade Excavating is requesting early release of retained funds. If you do not have any questions or concerns, you do NOT need to respond to this letter in any way. If you have any outstanding claims, questions, or concerns, please contact Top Grade Excavating, Inc. in one of the following ways:

- E-mail: ayoung@tgexcavating.com
- Phone: 563-744-3416
- Mail:
Top Grade Excavating
Box 356
Farley, IA 52046

Comments: _____

Thanks

Adam Young

TOP GRADE EXCAVATING

INC.

971 9TH AVE NW • PO BOX 246
FARLEY, IOWA 52046

Item 6.

PHONE: (563) 744-3416
FAX : (855) 884-2769

BARD MATERIALS
PO BOX 246
DYERSVILLE, IA 52040

October 11, 2024

RE: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 CONTRACT E – WATER & SEWER

You are receiving this letter because your company worked on or provided materials for the Dyersville East Road Utility Extension 2022 Contract E – Water and Sewer project. In accordance with Code of Iowa Chapter 573, Top Grade Excavating is requesting early release of retained funds. If you do not have any questions or concerns, you do NOT need to respond to this letter in any way. If you have any outstanding claims, questions, or concerns, please contact Top Grade Excavating, Inc. in one of the following ways:

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- Mail:
Top Grade Excavating
Box 356
Farley, IA 52046

Comments: _____

Thanks

Adam Young

TOP GRADE EXCAVATING

INC.

971 9TH AVE NW • PO BOX 100
FARLEY, IOWA 52046

Item 6.

PHONE: (563) 744-3416
FAX : (855) 884-2769

COUNTY MATERIALS CORPORATION
PO BOX 100
MARATHON, WI 54448

October 11, 2024

RE: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 CONTRACT E – WATER & SEWER

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Box 356
Farley, IA 52046

Comments: _____

Thanks

Adam Young

TOP GRADE EXCAVATING INC.

971 9TH AVE NW • PO BOX Item 6.
FARLEY, IOWA 52046

PHONE: (563) 744-3416
FAX : (855) 884-2769

J&R SUPPLY, INC.
220 FRENTRESS LAKE ROAD
EAST DUBUQUE, IL 61025

October 11, 2024

RE: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 CONTRACT E – WATER & SEWER

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Box 356
Farley, IA 52046

Comments: _____

Thanks

Adam Young

TOP GRADE EXCAVATING

INC.

971 9TH AVE NW • PO BOX 356
FARLEY, IOWA 52046
PHONE: (563) 744-3416
FAX : (855) 884-2769

Item 6.

MATHY CONSTRUCTION
RIVER CITY PAVING
PO BOX 1430
DUBUQUE, IA 52004-1430

October 11, 2024

RE: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 CONTRACT E – WATER & SEWER

You are receiving this letter because your company worked on or provided materials for the Dyersville East Road Utility Extension 2022 Contract E – Water and Sewer project. In accordance with Code of Iowa Chapter 573, Top Grade Excavating is requesting early release of retained funds. If you do not have any questions or concerns, you do NOT need to respond to this letter in any way. If you have any outstanding claims, questions, or concerns, please contact Top Grade Excavating, Inc. in one of the following ways:

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- Phone: 563-744-3416
- Mail:
Top Grade Excavating
Box 356
Farley, IA 52046

Comments: _____

Thanks

Adam Young

TOP GRADE EXCAVATING

INC.

971 9TH AVE NW • PO BOX Item 6.
FARLEY, IOWA 52046
PHONE: (563) 744-3416
FAX : (855) 884-2769

RINKER MATERIALS
PO BOX 936217
ATLANTA, GA 31193-6217

October 11, 2024

RE: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 CONTRACT E – WATER & SEWER

You are receiving this letter because your company worked on or provided materials for the Dyersville East Road Utility Extension 2022 Contract E – Water and Sewer project. In accordance with Code of Iowa Chapter 573, Top Grade Excavating is requesting early release of retained funds. If you do not have any questions or concerns, you do NOT need to respond to this letter in any way. If you have any outstanding claims, questions, or concerns, please contact Top Grade Excavating, Inc. in one of the following ways:

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- Phone: 563-744-3416
- Mail:
Top Grade Excavating
Box 356
Farley, IA 52046

Comments: _____

Thanks

Adam Young

TOP GRADE EXCAVATING

INC.

971 9TH AVE NW • PO BOX 98
FARLEY, IOWA 52046

Item 6.

PHONE: (563) 744-3416
FAX : (855) 884-2769

THURN SEEDING
PO BOX 98
HILLS, IA 52235

October 11, 2024

RE: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 CONTRACT E – WATER & SEWER

You are receiving this letter because your company worked on or provided materials for the Dyersville East Road Utility Extension 2022 Contract E – Water and Sewer project. In accordance with Code of Iowa Chapter 573, Top Grade Excavating is requesting early release of retained funds. If you do not have any questions or concerns, you do NOT need to respond to this letter in any way. If you have any outstanding claims, questions, or concerns, please contact Top Grade Excavating, Inc. in one of the following ways:

- E-mail: ayoung@tgexcavating.com
- Phone: 563-744-3416
- Mail:
Top Grade Excavating
Box 356
Farley, IA 52046

Comments: _____

Thanks

Adam Young

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 7.

CONTRACT PAYMENT NO.

10

PAGE 1/5

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

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

PROJECT COMPLETION DATE
Original: April 15, 2024
Revised:

AMOUNT OF CONTRACT
ORIGINAL: \$1,611,807.50
REVISED: \$2,000,272.50

DATES OF PAYMENT
FROM: 6/1/2024
TO: 10/23/2024

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-Site	4300	CY	\$3.00	4300	\$12,900.00	0	\$0.00	4300	\$12,900.00	100%
2	Granular Stabilization	500	TON	\$17.40	449.65	\$7,823.91	0	\$0.00	449.65	\$7,823.91	90%
3	Subbase, Gradation 14	100	TON	\$16.00	77.91	\$1,246.56	0	\$0.00	77.91	\$1,246.56	78%
4	Rock Excavation	750	CY	\$0.10	96.75	\$9.68	0	\$0.00	96.75	\$9.68	13%
5	Trench Foundation	750	TON	\$0.10	430.99	\$43.10	0	\$0.00	430.99	\$43.10	57%
6	Replacement of Unsuitable Backfill Material	14650	TON	\$16.00	14679.06	\$234,864.96	0	\$0.00	14679.06	\$234,864.96	100%
7	Exploratory Excavation	20	HRS	\$75.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
8	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	970	LF	\$42.00	1016.25	\$42,682.50	0	\$0.00	1016.25	\$42,682.50	105%
9	Sanitary Sewer Gravity Main, Trenched, PVC, 10"	5610	LF	\$53.00	5463.33	\$289,556.49	0	\$0.00	5463.33	\$289,556.49	97%
10	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	790	LF	\$43.00	784.5	\$33,733.50	0	\$0.00	784.5	\$33,733.50	99%
11	Sanitary Sewer Service Stub, PVC, 6"	140	LF	\$33.00	140	\$4,620.00	0	\$0.00	140	\$4,620.00	100%
12	Water Main, Trenched, DIP, 6"	640	LF	\$0.01	283.5	\$2.84	0	\$0.00	283.5	\$2.84	44%
13	Water Main, Trenched, PVC, 6"	50	LF	\$27.00	378.5	\$10,219.50	0	\$0.00	378.5	\$10,219.50	757%
14	Water Main, Trenched, PVC, 12"	9170	LF	\$57.00	9117.83	\$519,716.31	0	\$0.00	9117.83	\$519,716.31	99%
15	Fitting, Compact DI MJ, Various Sizes	5,500	LBS	\$7.75	4527	\$35,084.25	0	\$0.00	4527	\$35,084.25	82%
16	Water Service Pipe, HDPE, 1.5"	50	LF	\$34.00	50	\$1,700.00	0	\$0.00	50	\$1,700.00	100%
17	Water Service Corporation, Ball Style, 1.5"	1	EA	\$500.00	1	\$500.00	0	\$0.00	1	\$500.00	100%
18	Water Service Curb Stop & Box, Minneapolis Style, 1.5"	1	EA	\$750.00	1	\$750.00	0	\$0.00	1	\$750.00	100%
19	Valve, Resilient Seat Gate Valve, 6"	18	EA	\$1,500.00	21	\$31,500.00	0	\$0.00	21	\$31,500.00	117%
20	Valve, Resilient Seat Gate Valve, 12"	17	EA	\$3,600.00	18	\$64,800.00	0	\$0.00	18	\$64,800.00	106%
21	Fire Hydrant Assembly	12	EA	\$4,200.00	12	\$50,400.00	0	\$0.00	12	\$50,400.00	100%
22	Manhole, SW-301, 48"	285	VF	\$550.00	303.4	\$166,870.00	0	\$0.00	303.4	\$166,870.00	106%
23	Driveway, Granular	2150	TON	\$16.00	2146.1	\$34,337.60	0	\$0.00	2146.1	\$34,337.60	100%
24	Full Depth Patches	200	SY	\$45.00	99	\$4,455.00	0	\$0.00	99	\$4,455.00	50%
25	Painted Pavement Markings, Solvent/Waterborne	1	LS	\$350.00	1	\$350.00	0	\$0.00	1	\$350.00	100%

TOTAL WORK COMPLETED (PAGE 1)

\$0.00

\$1,548,166.20

CONTRACT PAYMENT NO.

10

PAGE 2/5

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

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

TOTAL WORK COMPLETED (PAGE 2)

\$0.00

\$75,615.10

TOTAL WORK COMPLETED TO DATE

\$0.00

\$1,623,781.30

CONTRACT PAYMENT NO.

10

PAGE 3/ Item 7.

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Additional water and sewer utility services to MLB stadium	1	LS	\$180,000.00	1	\$180,000.00	0	\$0.00	1	\$180,000.00	100%
2	Water Main & Sanitary Sewer Extensions to Movie Site										
	1) Topsoil, On-Site	140	CY	\$3.00	140	\$420.00	0	\$0.00	140	\$420.00	100%
	2) Rock Excavation	600	CY	\$65.00	600	\$39,000.00	0	\$0.00	600	\$39,000.00	100%
	3) Replacement of Unsuitable Backfill	2800	TON	\$16.00	1653.48	\$26,455.68	0	\$0.00	1653.48	\$26,455.68	59%
	4) Exploratory Excavation	5	HRS	\$75.00	5	\$375.00	0	\$0.00	5	\$375.00	100%
	5) Sanitary Sewer Gravity Main, Trenched, PVC, 8"	405	LF	\$42.00	301.5	\$12,663.00	0	\$0.00	301.5	\$12,663.00	74%
	6) Sanitary Sewer Service Stub, PVC, 6"	305	LF	\$33.00	391	\$12,903.00	0	\$0.00	391	\$12,903.00	128%
	7) Sanitary Sewer Service Stub, PVC, 4"	160	LF	\$25.00	266.5	\$6,662.50	0	\$0.00	266.5	\$6,662.50	167%
	8) Sanitary Sewer Cleanout	5	EA	\$350.00	5	\$1,750.00	0	\$0.00	5	\$1,750.00	100%
	9) Water Main, Trenched, DIP, 6"	10	LF	\$60.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
	10) Water Main, Trenched, PVC, 8"	260	LF	\$65.00	254	\$16,510.00	0	\$0.00	254	\$16,510.00	98%
	11) Water Main, Trenched, PVC, 12"	5	LF	\$57.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
	12) Fittings, Compact DI MJ, Various Sizes	320	LBS	\$7.75	367	\$2,844.25	0	\$0.00	367	\$2,844.25	115%
	13) Water Service Pipe, HDPE, 1"	100	LF	\$30.00	266	\$7,980.00	0	\$0.00	266	\$7,980.00	266%
	14) Water Service Corporation, Ball Style, 1"	3	EA	\$250.00	4	\$1,000.00	0	\$0.00	4	\$1,000.00	133%
	15) Water Service Curb Stop & Box, Minneapolis Style 1"	3	EA	\$350.00	4	\$1,400.00	0	\$0.00	4	\$1,400.00	133%
	16) Valve, Resilient Seat Gate Valve, 6"	1	EA	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
	17) Fire Hydrant Assembly	1	EA	\$4,200.00	1	\$4,200.00	0	\$0.00	1	\$4,200.00	100%
	18) Manhole, SW-301, 48"	35	VF	\$550.00	24.17	\$13,293.50	0	\$0.00	24.17	\$13,293.50	69%
	19) Driveway, Granular	1100	TON	\$16.00	1065	\$17,040.00	0	\$0.00	1065	\$17,040.00	97%
	20) Conventional Seeding, Seeding, Fertilizing & Mulching	0.2	AC	\$1,400.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
	21) SWPPP Management	1	LS	\$500.00	1	\$500.00	0	\$0.00	1	\$500.00	100%
	22) Mobilization	1	LS	\$5,000.00	1	\$5,000.00	0	\$0.00	1	\$5,000.00	100%
3	Additional Work Completed at Field of Dreams										
	1) 8" Resilient Seat Gate Valve	1	LS	\$2,270.00	1	\$2,270.00	0	\$0.00	1	\$2,270.00	100%
	2) Sod at Field of Dreams	1	LS	\$4,830.00	1	\$4,830.00	0	\$0.00	1	\$4,830.00	100%
	3) Removal of Gravel Path in Cornfield	1	LS	\$1,565.00	1	\$1,565.00	0	\$0.00	1	\$1,565.00	100%
	4) Installation of 4 Bollards at Hydrant #150	1	LS	\$3,600.00	1	\$3,600.00	0	\$0.00	1	\$3,600.00	100%
	5) Installation of 3 Bollards at Hydrant #9	1	LS	\$2,700.00	1	\$2,700.00	0	\$0.00	1	\$2,700.00	100%
4	Fairway Lane Culvert	1	LS	\$2,685.00	1	\$2,685.00	0	\$0.00	1	\$2,685.00	100%

TOTAL CHANGE ORDER WORK

\$0.00

\$367,646.93

CONTRACT PAYMENT NO.

10

PAGE 4/5

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE

Less: Amount Retained Per Contract

Substantial Completion Issued - withhold \$2,000.00 for project closeout

Value of Stored Materials (See Attached List)

Less: Stored Materials Amount Retained Per Contract 5%

Net Amount Earned to Date

Less: Previous Amount Earned

BALANCE DUE TO CONTRACTOR THIS PAYMENT

\$1,991,428.23

\$2,000.00

\$0.00

\$0.00

\$1,989,428.23

\$1,891,856.82

\$97,571.41

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

CONTRACTOR: TOP GRADE EXCAVATINGBY: TITLE: ControllerDATE: 10/23/24

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

ORIGIN DESIGN CO.BY: 

Chris Becklin, PE

TITLE: Civil EngineerDATE: 10/29/2024**APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA**

AMOUNT PAID _____

BY: _____

TITLE: _____

DATE: _____

CONTRACT PAYMENT NO.

10

LIST OF STORED MATERIALS

[illegible]

October 30, 2024

Honorable Mayor Jeff Jacque and Council Members
c/o Mick Michel, City Administrator
City of Dyersville
340 1st Avenue East
Dyersville, IA 52040

RE: **Water System Improvements 2019**
Contract A Southeast Water Pumping Facility
Project Completion
Project No.: 18134

Dear Mayor Jacque and Council Members:

Boomerang Corp. of Anamosa, Iowa, completed construction of the Water System Improvements 2019 Contract A Southeast Water Pumping Facility project in compliance with the drawings and specifications as of November 7, 2022, and the project is ready for acceptance. The final project construction cost including previously approved Change Order No. 3 Final is \$910,338.30.

Enclosed is Payment No. 6 in the amount of \$3,249.00 for additional patching the contractor performed at the request of the city to take care of damaged pavement (covered under previously approved Change Order No. 3 Final). Once the city has approved the payment form, please send one signed copy to Boomerang along with payment, one signed copy is for city records, and please forward one signed copy to our office.

We recommend that the City of Dyersville approve and accept the Water System Improvements 2019 Contract A Southeast Water Pumping Facility project work. The total retainage amount is \$45,516.92, however the city assessed liquidated damages for the period from December 26, 2020 – February 17, 2021 which is a total of 54 days at \$750.00/day for a total of \$40,500.00. The total retainage amount less the liquidated damages amount will make the final retainage amount \$5,016.92. Retainage will be held for 30 days after city acceptance and paid at that time. We will prepare Contract Payment No. 7 Final for the retainage due the contractor at the appropriate time.

Sincerely,
Origin Design Co.



Marc D. Ruden, P.E.
Water Resources Team Leader

Copy: Boomerang Corp.

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 9.

CONTRACT PAYMENT NO.

6

PAGE 1/4

OWNER: CITY OF DYERSVILLE, IOWA
PROJECT: WATER SYSTEM IMP. 2019 CONTRACT A SOUTHEAST WATER PUMPING FACILITY
ORIGIN DESIGN NO: 18134

CONTRACTOR: BOOMERANG CORP.
ADDRESS: 12536 BUFFALO RD. P.O. BOX 227
ANAMOSA, IA 52205

PROJECT COMPLETION DATE
Original: AUGUST 31, 2020
Revised: DECEMBER 25, 2020

AMOUNT OF CONTRACT
ORIGINAL: \$942,050.00
REVISED: \$910,338.30

DATES OF PAYMENT
FROM: COMMENCEMENT
TO: COMPLETION

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-Site	190	CY	\$15.00	190	\$2,850.00	0	\$0.00	190	\$2,850.00	100%
2	Excavation, Class 10	260	CY	\$20.00	260	\$5,200.00	0	\$0.00	260	\$5,200.00	100%
3	Subbase, Gradation 14	85	TON	\$21.00	85	\$1,785.00	0	\$0.00	85	\$1,785.00	100%
4	Rock Excavation	300	CY	\$60.00	33	\$1,980.00	0	\$0.00	33	\$1,980.00	11%
5	Replacement of Unsuitable Backfill Material	840	TON	\$16.00	66	\$1,056.00	0	\$0.00	66	\$1,056.00	8%
6	Sanitary Sewer Gravity Service, 4" PVC SDR Trenched	30	LF	\$40.00	30	\$1,200.00	0	\$0.00	30	\$1,200.00	100%
7	Sanitary Sewer Force Service, 1.25" HDPE SDR 9 Trenched	100	LF	\$30.00	100	\$3,000.00	0	\$0.00	100	\$3,000.00	100%
8	Sanitary Sewer Force Service, 2" HDPE SDR 9 Trenched	170	LF	\$30.00	170	\$5,100.00	0	\$0.00	170	\$5,100.00	100%
9	Sanitary Sewer Cleanout	2	EA	\$350.00	2	\$700.00	0	\$0.00	2	\$700.00	100%
10	Storm Sewer, 6" Trenched	20	LF	\$50.00	20	\$1,000.00	0	\$0.00	20	\$1,000.00	100%
11	Water Main, 12" PVC DR 18 Trenched	80	LF	\$50.00	42	\$2,100.00	0	\$0.00	42	\$2,100.00	53%
12	Water Main, 12" DIP Trenched	25	LF	\$200.00	25	\$5,000.00	0	\$0.00	25	\$5,000.00	100%
13	Water Main, 6" DIP Trenched	25	LF	\$100.00	21	\$2,100.00	0	\$0.00	21	\$2,100.00	84%
14	Fitting, Compact DI MJ, Various Sizes	1200	LBS	\$11.00	944	\$10,384.00	0	\$0.00	944	\$10,384.00	79%
15	Water Service Pipe, 2" Copper	35	LF	\$40.00	30.5	\$1,220.00	0	\$0.00	30.5	\$1,220.00	87%
16	Water Service Corporation, 2" Ball Style Bronze	1	EA	\$350.00	1	\$350.00	0	\$0.00	1	\$350.00	100%
17	Water Service Curb Stop & Box, 2" Ball Type Minneapolis Pattern	1	EA	\$450.00	1	\$450.00	0	\$0.00	1	\$450.00	100%
18	Resilient Seat Gate Valve 12"	3	EA	\$3,000.00	3	\$9,000.00	0	\$0.00	3	\$9,000.00	100%
19	Resilient Seat Gate Valve 6"	2	EA	\$2,000.00	2	\$4,000.00	0	\$0.00	2	\$4,000.00	100%
20	Fire Hydrant Assembly	1	EA	\$4,000.00	1	\$4,000.00	0	\$0.00	1	\$4,000.00	100%
21	Sanitary Sewer Lift Station	1	EA	\$11,500.00	1	\$11,500.00	0	\$0.00	1	\$11,500.00	100%
22	Sidewalk, 6" PCC	15	SY	\$80.00	15	\$1,200.00	0	\$0.00	15	\$1,200.00	100%
23	Sidewalk, 4" PCC	25	SY	\$70.00	25	\$1,750.00	0	\$0.00	25	\$1,750.00	100%
24	Driveway, 6" Paved PCC	45	SY	\$80.00	45	\$3,600.00	0	\$0.00	45	\$3,600.00	100%
25	Driveway, Granular	20	TON	\$25.00	20	\$500.00	0	\$0.00	20	\$500.00	100%

TOTAL WORK COMPLETED (PAGE 1)

\$0.00

\$81,025.00

CONTRACT PAYMENT NO.

6

PA **Item 9.**

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
26	PCC Generator Pad	32	SY	\$150.00	32	\$4,800.00	0	\$0.00	32	\$4,800.00	100%
27	Full Depth Patches	55	SY	\$60.00	55	\$3,300.00	0	\$0.00	55	\$3,300.00	100%
28	Temporary Traffic Control	1	LS	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
29	Conventional Seeding, Seeding, Fertilizing, and Mulching	0.3	AC	\$10,000.00	0.3	\$3,000.00	0	\$0.00	0.3	\$3,000.00	100%
30	SWPPP Management	1	LS	\$1,000.00	1	\$1,000.00	0	\$0.00	1	\$1,000.00	100%
31	Temporary RECP, Type 2.C	400	SY	\$3.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
32	Silt Fence or Silt Fence Ditch Check	150	LF	\$2.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
33	Silt Fence or Sit Fence Ditch Check, Removal of Sediment	300	LF	\$0.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
34	Silt Fence or Silt Fence Ditch Check, Removal of Device	150	LF	\$0.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
35	Stabilized Construction Entrance	45	SY	\$20.00	45	\$900.00	0	\$0.00	45	\$900.00	100%
36	Mobilization	1	LS	\$30,000.00	1	\$30,000.00	0	\$0.00	1	\$30,000.00	100%
37	Concrete Washout	2	EA	\$300.00	2	\$600.00	0	\$0.00	2	\$600.00	100%
38	Water Pumping Facility										
	a) Structural Excavation & Backfill	1	LS	\$4,550.00	1	\$4,550.00	0	\$0.00	1	\$4,550.00	100%
	b) Structural Concrete	1	LS	\$49,500.00	1	\$49,500.00	0	\$0.00	1	\$49,500.00	100%
	c) Water Main Under Building	1	LS	\$16,300.00	1	\$16,300.00	0	\$0.00	1	\$16,300.00	100%
	d) Masonry	1	LS	\$69,000.00	1	\$69,000.00	0	\$0.00	1	\$69,000.00	100%
	e) Paint	1	LS	\$11,800.00	1	\$11,800.00	0	\$0.00	1	\$11,800.00	100%
	f) Building Labor and Supplies	1	LS	\$52,000.00	1	\$52,000.00	0	\$0.00	1	\$52,000.00	100%
	g) HVAC	1	LS	\$47,000.00	1	\$47,000.00	0	\$0.00	1	\$47,000.00	100%
	h) Insulation	1	LS	\$3,500.00	1	\$3,500.00	0	\$0.00	1	\$3,500.00	100%
	i) Joint Sealant	1	LS	\$5,000.00	1	\$5,000.00	0	\$0.00	1	\$5,000.00	100%
	j) Doors	1	LS	\$7,400.00	1	\$7,400.00	0	\$0.00	1	\$7,400.00	100%
	k) Fire Extinguishers	1	LS	\$650.00	1	\$650.00	0	\$0.00	1	\$650.00	100%
	l) Cabinets and Countertops	1	LS	\$6,300.00	1	\$6,300.00	0	\$0.00	1	\$6,300.00	100%
	m) Pumps	1	LS	\$20,000.00	1	\$20,000.00	0	\$0.00	1	\$20,000.00	100%
	n) Process Piping	1	LS	\$110,000.00	1	\$110,000.00	0	\$0.00	1	\$110,000.00	100%
39	Electric, Complete	1	LS	\$80,000.00	1	\$80,000.00	0	\$0.00	1	\$80,000.00	100%
40	Controls, Complete	1	LS	\$150,000.00	1	\$150,000.00	0	\$0.00	1	\$150,000.00	100%
41	360KW Standby Generator	1	LS	\$88,000.00	1	\$88,000.00	0	\$0.00	1	\$88,000.00	100%
42	Cast-In-Place PRV Station	1	EA	\$45,000.00	1	\$45,000.00	0	\$0.00	1	\$45,000.00	100%
43	Individual Property PRV Installation	6	EA	\$1,500.00	6	\$9,000.00	0	\$0.00	6	\$9,000.00	100%
44	Trench Drain	24	LF	\$250.00	24	\$6,000.00	0	\$0.00	24	\$6,000.00	100%

TOTAL WORK COMPLETED (PAGE 2)

\$0.00

\$824,600.00

TOTAL WORK COMPLETED TO DATE

\$0.00

\$905,625.00

CONTRACT PAYMENT NO.

6

PA Item 9.

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Project Completion Date Revised	----	----	----	----	----	----	----	----	----	----
2	Labor costs to relocate water service away from PRV pit	1	LS	\$1,293.30	1	\$1,293.30	0	\$0.00	1	\$1,293.30	100%
3 FINAL	Bid Item 27 Quantity Overrun - additional patching requested by City	57	SY	\$60.00	0	\$0.00	57	\$3,420.00	57	\$3,420.00	100%

TOTAL CHANGE ORDER WORK

\$3,420.00

\$4,713.30

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE

Less: Amount Retained Per Contract 5%

\$910,338.30

\$45,516.92

Value of Stored Materials (See Attached List)

\$0.00

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$864,821.38

Less: Previous Amount Earned


\$861,572.38

BALANCE DUE TO CONTRACTOR THIS PAYMENT

\$3,249.00

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: BOOMERANG CORP.

BY: 

TITLE: VP

DATE: 10/29/24

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

ORIGIN DESIGN CO.

BY: 
Marc Ruden, P.E.

TITLE: Water Resources Team Leader

DATE: 10/30/2024

APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA

AMOUNT PAID _____

BY: _____

TITLE: _____

DATE: _____

6

FLOOD PLAIN DEVELOPMENT APPLICATION/PERMIT

Application # 24-05Date 11.01.2024

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 Events, Inc
(Owner or Agent) (Date)

Same
(Builder) (Date)

340 1st Ave E
(Address)

(Address)

Telephone # 563.875.7724

Telephone # _____

1. Location: _____ 1/4 _____ 1/4, Section _____, Township _____, Range _____

Street Address: 29000 Lansing Rd

2. Type of Development

Filling _____ Grading ☒ Excavation _____ Routine Maintenance _____

Minor Improvement _____ Substantial Improvement _____ New Construction _____

3. Description of Development: Grading + filling within flood fringe:

4. Premises: Size of site: _____ ft. x _____ ft. Area of Site: _____ sq. ft. Estimated cost: \$ _____

Principal Use: _____

Accessory Uses (Storage, parking, etc.) _____

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

6. Is property located in a designated Floodway (FW District)? Yes _____ 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 ☒ No _____ If so, indicate which one: _____

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

b. Elevation of the proposed development site (natural ground): 995.7 MSL/NGVD

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

d. Proposed elevation/floodproofing level for lowest floor (including basement): 997 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 X If yes, permit # _____

Date Received: _____

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

Date Received: _____

Other: _____

All provisions of the City County of Dyersville, 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 1st Day of November 2024.

TRICALMERS TREASURER
(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



11/1/2023

GO THE DISTANCE BASEBALL, LLC
C/O NOAH HOFRICHTER
ORIGIN DESIGN
137 MAIN STREET
DUBUQUE, IA 52002

Project Description: Please refer to the attachments including a cover letter and project that show the proposed site and features to be constructed. Grading for future building.; (Hewitt Creek)

Project Latitude / Longitude Location(s): Buildings and Associated Fill 42.5001/-91.0585; Dubuque County

Iowa DNR Project ID Number: 2023-2047

Dear Noah Hofrichter:

This letter is in response to your Flood Plain Development Permit application to the Iowa DNR Flood Plain and Dam Safety Section (Department) concerning the above referenced project.

The project is in the Special Flood Hazard Area of the Hewitt Creek, as shown in the Dubuque County, Iowa Flood Insurance Rate Maps published by the Federal Emergency Management Agency.

Dyersville has a flood plain management ordinance that is approved by this Department. The approval of the ordinance empowers the City to permit certain types of flood plain development in lieu of this Department. We have reviewed the project and would not object if the City grants a local flood plain permit provided that: Excess spoil material shall be removed from the flood plain or spread thinly (maximum 6 inches) on the surrounding area.

In closing, the project does require a state flood plain permit which can be satisfied by issuance of the local flood plain development permit from Dyersville. If you have not yet done so, please contact the following local Flood Plain Manager for assistance in applying for the local flood plain permit:

- Dyersville: Mick Michel, 340 1st Ave E, Dyersville, IA, 52040-1298, mmichel@cityofdiersville.com, 563-875-7724

You may download additional copies, or verify the Iowa DNR Flood Plain and Dam Safety Section (Department) official response document(s) for this project at the Iowa DNR Flood Plain PERMT website using the tracking number above. (PERMT Website Address: <https://programs.iowadnr.gov/permt/>).

No land or water, under the jurisdiction of the State of Iowa, is involved in the project area; therefore, a Sovereign Lands Construction Permit pursuant to Chapter 461A of the Iowa Code will not be required for this project.

The applicant/permittee is responsible for complying with all other local, state, and federal statutes, ordinances, rules, and permit requirements applicable to the construction, operation, and maintenance of the approved works. Approval through the Corps of Engineers Section 404 Permit Program may be required for this project. The Corps of Engineers will contact you separately regarding their approval. Questions can be directed to the Corps by phone at 309-794-5057 or by email at iowaregulatory@usace.army.mil.

Please contact me by phone at 319-777-2147 or by email at payam.aghsaee@dnr.iowa.gov with any questions.

Sincerely,

Payam
Aghsaee

Digitally signed by
Payam Aghsaee
Date: 2023.11.01
17:38:35 -05'00'

Payam Aghsaee

Iowa DNR, Flood Plain Management and Dam Safety Section

CC: Keith Rahe; Go the Distance Baseball, LLC, 28995 Lansing Road, Dyersville, IA, 52040,

krahe@traveldubuque.com

Dyersville: Mick Michel, 340 1st Ave E, Dyersville, IA, 52040-1298, mmichel@cityofdiersville.com



October 2024
Water Supply Operations
lcrr@dnr.iowa.gov

Guidelines for Public Notice to Customers with Unknown, Lead, or Galvanized Requiring Replacement Service Line Materials.

Background

EPA's Lead and Copper Rule Revisions (LCRR) and Improvements (LCRI) require community and non-transient, non-community water systems to distribute notifications to water system customers with service lines identified as lead, galvanized requiring replacement (GRR), or unknown (but could be lead) in their service line inventory. The notifications must be mailed to customers with certain required language within 30 days after October 16, 2024, and annually thereafter until all service lines have been classified and replaced, if needed. No notification is required if the entire service line is non-lead (e.g., copper or plastic).

Who Must Be Notified?

Water systems must provide notification to all consumers supplied by a service line classified as the following (see column R of the Iowa DNR Lead Service Line Inventory spreadsheet template):

- Any portion of the service line is known to be **lead** (excluding lead goosenecks or pigtails)
- The service line is known to be galvanized and is or was at any time downstream of a lead service line or "lead status unknown" service line (**GRR**)
- Any portion of the service line material is **lead status unknown**

Notification Templates

Service line material notification templates are available on the Department's [lead service line inventories website](#) (the full URL is listed below in the Resources section). Systems must fill in the required information highlighted in blue on the draft templates before sending to consumers.

What Must Be Included in The Notification?

Water systems are encouraged to use the Department-generated service line material notification templates to ensure the notification has all the required information. Systems can then customize the notification as needed. Water systems should communicate accurately and openly about system-specific conditions to better represent their efforts related to the service line inventory and replacement.

The material notifications **must contain all of the following information:**

- A statement indicating the material type(s) of each service line
- The "Health effects of lead" paragraph included in the template
- A list of steps consumers can take to reduce exposure to lead in drinking water
- For consumers with unknown service lines, information about opportunities to verify the material of the service line
- For consumers with lead and/or GRR service lines:
 - Information about opportunities for replacement of the service line, if applicable
 - Information on financing solutions to assist the property owner with replacement of their portion of lead or GRR service line, if applicable
- For consumers with lead service lines where service line ownership is shared with the water system, a statement that the water system is required to replace their portion of the lead service line when the property owner notifies them that they are replacing their portion
- Contact information for the water system

What Are the Distribution Requirements?

Initial Notification - The water system must provide an initial notice to consumers with a lead, GRR, or lead status unknown service line within 30 days after October 16, 2024. The Department will issue formal letters to affected systems that meet the public notice requirements. The letters will include a template and a delivery certification form.

Annual Notification - The water system must repeat notification annually until the entire service line is no longer lead, GRR, or lead status unknown. For new customers, the water system must also distribute the notification at the time of service initiation if the service line is lead, GRR, or unknown.

Delivery Method - Community water systems must distribute the notice to consumers by mail, hand delivery or another Department-approved method. Non-transient, non-community systems must provide the notice by mail, hand delivery, or by posting in conspicuous locations.

Steps After Distribution

For the initial material notification, the water system must submit one example copy of each type of notice distributed (lead, GRR, or unknown) **and** a certificate of delivery form to the Department by **July 1, 2025**.

Water systems conducting ongoing annual notifications of service line material must submit representative copies of the notifications and a certificate of delivery form no later than **July 1** of each year for notices distributed during the previous calendar year.

Frequently Asked Questions (FAQs)

1. **Do consumers with confirmed non-lead service lines need to be notified?** No, consumers with service lines determined to be all non-lead do not need to be notified of their service line material.
2. **If ownership is split, do we have to notify consumers of the system-owned and customer-owned material?** Yes, the consumer must be notified if any portion of the service line is lead, GRR, or lead status unknown, regardless of ownership.
3. **Will the Department contact a system that is required to issue this public notification?** Yes, after the service line inventory submission date of October 16, 2024, the Department will issue a formal letter to affected systems required to issue service line material public notifications. The letter will include public notice templates and a delivery certification form.
4. **Can the material notification be emailed?** If a water system has electronic billing, reliable contact emails, and uses email as their main method for contacting a customer, the Department will accept email distribution. Systems who use email to distribute the notice and get a bounceback will have to find another method to reach the consumer. If a system wishes to use an alternative method such as email, they need to contact the Department for approval. Generally, email is considered a supplemental public notification method.
5. **Do the property owner and occupants need to be notified, if different?** The water system must distribute the notification to consumers supplied at the service connection with a lead, GRR, or unknown service line. The water system must make an attempt to provide the notification to the property owner as well, if the property owner and occupant are different.
6. **Can we use our own service line material notification form?** Yes, water systems may use their own service line material notification, as long as it contains all of the applicable required information as specified in the “What must be included in the notification?” section above.
7. **Does the template need to include information about a lead service line replacement program?** If this is not applicable to a water system, this information can be eliminated. If a water system has a lead service line replacement plan, it should be included.
8. **Are systems required to collect lead samples for customers when requested?** No, systems are not required to offer lead testing when requested by the customer. If your system does not offer lead testing, you can remove that section from the public notice.
9. **Do non-transient, non-community (NTNC) systems need to notify consumers of service line material?** Yes, NTNC systems must notify consumers of the service line material if the service line is determined to be lead,

GRR, or lead status unknown. NTNC systems may post the notification in a conspicuous location(s) for consumers to view.

10. **What if an unknown service line is confirmed to be lead after providing the material notification? Is the lead service line material notification required? When?** If an unknown service line is later determined to be lead or GRR, the consumer must be provided with an updated service line material notification. The consumer should be notified as soon as possible upon discovery of the material, but no later than the date by which the next annual notification is due. The system should also update their service line inventory.
11. **When must ongoing annual material notifications be distributed to consumers?** The annual notifications must be redistributed every year by July 1. Representative copies of the notifications and a certificate of delivery form must be submitted to the Department no later than July 1 of each year for service line notifications delivered the previous calendar year.
12. **Do we need to notify customers with a lead pigtail or gooseneck?** No, at this time systems are not required to notify consumers of a lead pigtail or gooseneck.
13. **Are we required to notify consumers of their service line material annually if they have declined replacement of their portion of the service line?** Yes, the water system must continue to notify consumers annually of their service line material until the entire service line is non-lead. This includes consumers who already declined to have their portion of lead or GRR service line replaced. While ongoing notice may be viewed as a potential annoyance by some consumers, it reinforces the importance of reducing lead exposure from drinking water.

Further Recommendations

1. Update your website to reference the new LCRR/I requirements and steps you are taking to reduce lead in drinking water and post on your website if you have one.
2. Identify a point of contact to answer emails, phone calls, and talk to customers.

Resources

- <https://www.iowadnr.gov/Environmental-Protection/Water-Quality/Drinking-Water-Compliance/Lead-Service-Line-Inventories>
- <https://www.epa.gov/dwreginfo/lead-and-copper-rule>
- <https://www.epa.gov/dwreginfo/lead-and-copper-rule-implementation-tools>
- LCRR@dnr.iowa.gov

Notice of Confirmed Lead Service Line

[\[Public Water System \(PWS\) name\]](#) is focused on protecting the health of every household in our community. This notice contains important information about your drinking water. Please share this information with anyone who drinks and/or cooks using water at this property. In addition to people directly served at this property, this can include people in apartments, nursing homes, schools, businesses, as well as parents served by childcare at this property.

[\[PWS name\]](#) has determined that [\[a portion of or the entire\]](#) water pipe (called a service line) that connects your [\[home, building, or other structure\]](#) to the water main is made from lead. People living in homes with a lead service line may have an increased risk of exposure to lead from their drinking water.

Health effects of lead

Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or worsen existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these negative health effects. Adults can have increased risks of heart disease, high blood pressure, and kidney, or nervous system problems.

Steps you can take to reduce lead in drinking water.

Below are recommended actions that you may take, separately or in combination, if you are concerned about lead in your drinking water. The list also includes where you may find more information and is not intended to be a complete list or to imply that all actions equally reduce lead in drinking water.

Use your filter properly. Using a filter can reduce lead in drinking water. If you use a filter, it should be certified to remove lead. Read any directions provided with the filter to learn how to properly install, maintain, and use your cartridge and when to replace it. Using the cartridge after it has expired can make it less effective at removing lead. Do not run hot water through the filter. For more information on facts and advice on home water filtration systems, visit EPA's website at <https://www.epa.gov/water-research/consumer-tool-identifying-point-use-and-pitcher-filters-certified-reduce-lead>.

Clean your aerator. Regularly remove and clean your faucet's screen (also known as an aerator). Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.

Use cold water. Do not use hot water from the tap for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.

[\[Areas prone to drought or currently experiencing scarcity of water may want to omit or edit this recommendation.\]](#) Run your water. The more time water has been sitting in pipes providing water to your home, the more lead it may contain. Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes. The amount of time to run the water will depend on whether your home has a lead service line or not, as well as the length and diameter of the service line and the amount of plumbing in your home

Learn about construction in your neighborhood. Contact us at [\[phone number and/or email address\]](#) to find out about any construction or maintenance work that could disturb your service line. Construction may cause more lead to be released from a lead service line or galvanized service line if present.

Have your water tested. Contact us, your water utility, at [\[insert PWS contact information - phone, email, etc.\]](#) to have your water tested and to learn more about the lead levels in your drinking water. Alternatively, you may contact a certified laboratory to have your water tested for lead. Note, a water sample may not adequately capture or represent all sources of lead that may be present. For information on sources of lead that include service lines and interior

plumbing, please visit <https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water#getinto>.

Replacing lead service lines

[\[Insert information about your water system's lead service line replacement program, if applicable, or other opportunities to replace lead service lines.\]](#)

If you are planning on replacing the portion of the service line that you own, please notify us at [\[insert PWS contact information - phone, email, etc.\]](#).

For information about potential financing solutions to assist property owners with replacement of lead service lines, please contact us at [\[insert PWS contact information - phone, email, etc.\]](#).

For more information on reducing lead exposure from your drinking water and the health effects of lead, visit EPA's website at <http://www.epa.gov/lead>.

Contact the Iowa Department of Public Health. Contact your county or state health department if you have concerns about health effects caused by lead.

PWS Name: _____ PWSID#: _____ Date: _____

Notice of galvanized service line that is or was downstream of a lead service line

[\[Insert PWS name\]](#) is focused on protecting the health of every household in our community. This notice contains important information about your drinking water. Please share this information with anyone who drinks and/or cooks using water at this property. In addition to people directly served at this property, this can include people in apartments, nursing homes, schools, businesses, as well as parents served by childcare at this property. [\[Insert PWS name\]](#) has determined that [\[a portion or the entire\]](#) water pipe (called a service line) that connects your [\[home, building or other structure\]](#) to the water main is made from **galvanized material** and may have absorbed lead. EPA has defined these service lines as “galvanized requiring replacement”¹. Our records either indicate that lead service line pipe may be present or might have been present in the past. If you have information that could help us better describe your service line, contact us at [\[contact via phone, email and/or visit website\]](#).

Galvanized service lines that have absorbed lead can contribute to lead in drinking water. People living in homes with a galvanized service line that has absorbed lead may have an increased risk of exposure to lead from their drinking water.

Health effects of lead

Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or worsen existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these negative health effects. Adults can have increased risks of heart disease, high blood pressure, and kidney, or nervous system problems.

Steps you can take to reduce lead in drinking water.

Below are recommended actions that you may take, separately or in combination, if you are concerned about lead in your drinking water. The list also includes where you may find more information and is not intended to be a complete list or to imply that all actions equally reduce lead in drinking water.

Use your filter properly. Using a filter can reduce lead in drinking water. If you use a filter, it should be certified to remove lead. Read any directions provided with the filter to learn how to properly install, maintain, and use your cartridge and when to replace it. Using the cartridge after it has expired can make it less effective at removing lead. Do not run hot water through the filter. For more information on facts and advice on home water filtration systems, visit EPA’s website at <https://www.epa.gov/water-research/consumer-tool-identifying-point-use-and-pitcher-filters-certified-reduce-lead>. **Clean your aerator.** Regularly remove and clean your faucet’s screen (also known as an aerator). Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.

Use cold water. Do not use hot water from the tap for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.

[\[Areas prone to drought or currently experiencing scarcity of water may want to omit or edit this recommendation\]](#). Run your water. The more time water has been sitting in pipes providing water to your home, the more lead it may contain. Before drinking, flush your home’s pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes. The amount of time to run the water will depend on whether your home has a lead service line or not, as well as the length and diameter of the service line and the amount of plumbing in your home

Refers to a galvanized service line that is or was at any time downstream of a lead service line or is currently downstream of a "Lead Status Unknown" service line.

Learn about construction in your neighborhood. Contact us at [\[phone number and/or email address\]](#) to find out any construction or maintenance work that could disturb your service line. Construction may cause more lead to be released from a lead service line or galvanized service line if present.

Have your water tested. Contact us, your water utility, at [\[insert PWS contact information - phone, email, etc.\]](#) to have your water tested and to learn more about the lead levels in your drinking water. Alternatively, you may contact a certified laboratory to have your water tested for lead. Note, a water sample may not adequately capture or represent all sources of lead that may be present. For information on sources of lead that include service lines and interior plumbing, please visit <https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water#getinto>.

Replacing lead service lines

[\[Insert information about your water system's lead service line replacement program, if applicable, or other opportunities to replace lead service lines.\]](#)

If you are planning on replacing the portion of the service line that you own, please notify us at [\[insert PWS contact information - phone, email, etc.\]](#).

For information about potential financing solutions to assist property owners with replacement of lead service lines, please contact us at [\[insert PWS contact information - phone, email, etc.\]](#).

For more information on reducing lead exposure from your drinking water and the health effects of lead, visit EPA's website at <http://www.epa.gov/lead>.

Contact the Iowa Department of Public Health. Contact your county or state health department if you have concerns about health effects caused by lead.

PWS Name: _____ PWSID#: _____ Date: _____

Notice of unknown service line material

[\[Insert PWS Name\]](#) is focused on protecting the health of every household in our community. This notice contains important information about your drinking water. Please share this information with anyone who drinks and/or cooks using water at this property. In addition to people directly served at this property, this can include people in apartments, nursing homes, schools, businesses, as well as parents served by childcare at this property.

[\[Insert PWS name\]](#) is working to identify service line materials throughout the water system and has determined that the water pipe (called a service line) that connects your [\[home, building, or other structure\]](#) to the water main is made from **unknown material** but may be lead. Because your service line material is unknown, there is the potential that some or all of the service line could be made of lead or galvanized pipe that was previously connected to lead. People living in homes with a lead or galvanized pipe previously connected to a lead service line have an increased risk of exposure to lead from their drinking water.

Identifying service line material

To help determine the material of your service line, please [\[contact PWS via phone, email and/or visit website\]](#). EPA has developed an online step-by-step guide to help people identify lead pipes in their homes called Protect Your Tap: A Quick Check for Lead. It is available at: <https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead>.

Health effects of lead

Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or worsen existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these negative health effects. Adults can have increased risks of heart disease, high blood pressure, and kidney, or nervous system problems.

Steps you can take to reduce lead in drinking water.

Below are recommended actions that you may take, separately or in combination, if you are concerned about lead in your drinking water. The list also includes where you may find more information and is not intended to be a complete list or to imply that all actions equally reduce lead in drinking water.

Use your filter properly. Using a filter can reduce lead in drinking water. If you use a filter, it should be certified to remove lead. Read any directions provided with the filter to learn how to properly install, maintain, and use your cartridge and when to replace it. Using the cartridge after it has expired can make it less effective at removing lead. Do not run hot water through the filter. For more information on facts and advice on home water filtration systems, visit EPA's website at <https://www.epa.gov/water-research/consumer-tool-identifying-point-use-and-pitcher-filters-certified-reduce-lead>.

Clean your aerator. Regularly remove and clean your faucet's screen (also known as an aerator). Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.

Use cold water. Do not use hot water from the tap for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.

[\[Areas prone to drought or currently experiencing scarcity of water may want to omit or edit this recommendation.\]](#) Run your water. The more time water has been sitting in pipes providing water to your home, the more lead it may contain. Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.

The amount of time to run the water will depend on whether your home has a lead service line or not, as well as length and diameter of the service line and the amount of plumbing in your home.

Learn about construction in your neighborhood. Contact us at [\[phone number and/or email address\]](#) to find out about any construction or maintenance work that could disturb your service line. Construction may cause more lead to be released from a lead service line or galvanized service line if present.

Have your water tested. Contact us, your water utility, at [\[insert PWS contact information - phone, email, etc.\]](#) to have your water tested and to learn more about the lead levels in your drinking water. Alternatively, you may contact a certified laboratory to have your water tested for lead. Note, a water sample may not adequately capture or represent all sources of lead that may be present. For information on sources of lead that include service lines and interior plumbing, please visit <https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water#getinto>.

For information about potential financing solutions to assist property owners with replacement of lead service lines, please contact us at [\[insert PWS contact information - phone, email, etc.\]](#).

For more information on reducing lead exposure from your drinking water and the health effects of lead, visit EPA's website at <http://www.epa.gov/lead>.

Contact the Iowa Department of Public Health. Contact your county or state health department if you have concerns about health effects caused by lead.

Notification of Known or Potential Service Line Containing Lead

Instructions/Certification

Per the Lead & Copper Rule Revisions, you must distribute public notice to each home or building that has a lead, galvanized requiring replacement (GRR), or unknown service line per the corresponding form above, and submit a certification of your activities and a copy of the notice to Iowa Department of Natural Resources (DNR) at the address listed below.

Notification of Service Line Content

You are required to provide the corresponding public notice above to all homes or buildings that have lead, galvanized requiring replacement, or unknown service lines. The notices must include the mandatory language in the examples provided with these instructions. It must be multilingual, where appropriate.

Distribution of the Notice

By [Date], you must provide the required notice to the people served at each residence or building where the following service lines exist: 1) lead, 2) galvanized requiring replacement, and/or 3) unknown. This can be accomplished through direct mail, including it with the water utility bill, or by hand delivery. A nontransient non-community (NTNC) may post the notice.

If you wish to use an alternate method that would still meet the requirements, contact the DNR-Water Supply Operations Section to discuss the method, prior to conducting the notice. (See your current Operation Permit for the contact information.)

Date completed: _____ (enclose a copy of notice)

Delivery Certification

I certify under penalty of law that I am familiar with the information submitted in this document and that it is true, accurate, and complete.

Name (print or type) _____ Title _____

Signature _____ Date _____

You must send a signed copy of this certification form to the DNR no later than the date indicated above. You must include with this certification a representative copy of one of the notices distributed. Send your service line notice and certification form to the following address:

DNR - Water Supply Operations Section
6200 Park Ave Ste 200
Des Moines IA 50321

Service Line Inventory Summary

Item 11.

PWS ID Number	Lead Service Line Classification	Reported Date	Current No.
IA3130091	Lead SL	10/1/2024	7
IA3130091	Galvanized Requiring Replacement SL	10/1/2024	64
IA3130091	Lead Status Unknown SL	10/1/2024	17
IA3130091	Non-lead SL	10/1/2024	1844

October 31, 2024

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

Subject: Bridge Connection Expense Report

Dear Honorable Mayor Jacque and Council Members:

I am writing to provide an update on the bridge connection expense report as of October 2024, as requested by the City Council. The expenses have been categorized into study, engineering, grant, and land, with each category showing the expenses to date.

To date, the City has incurred the following expenses:

- **Study:** Approximately \$13,000 has been spent to study the future bridge needs of the city.
- **Engineering:** About \$310,000 has been spent on preliminary engineering for the 12th to 13th Avenue Bridge and the 7th Street Extension Bridge.
- **Grant:** The City has spent approximately \$175,500 over the past four years to apply for four federal grants.
- **Land:** Around \$1.5 million has been spent on land purchases.

The City has incurred expenses of approximately \$2 million. The total construction costs for the bridge connection project are estimated to be around \$29.9 million, with the city contributing about \$4.9 million.

Please feel free to contact me if you have any questions or need further information.

Sincerely,



Mick Michel
City Administrator

CITY OF DYERSVILLE
BRIDGE CONNECTION
EXPENSE REPORT
OCTOBER 2024

Category	Period	Date	Description	Vendor	Amount	Totals
Study	2017	11/20/2017	BRIDGE - TECH SERVICES	WHKS & CO.	\$ 5,748.60	
Study	2017	12/18/2017	BRIDGE - TECH SERVICES	WHKS & CO.	\$ 3,364.50	
Study	2018	2/19/2018	BRIDGE LOCATION ENGINEER SERV	WHKS & CO.	\$ 2,812.80	
Study	2018	5/7/2018	BRIDGE LOCATION STUDY	WHKS & CO.	\$ 1,257.30	
TOTAL STUDY:						\$ 13,183.20
Engineering	2019	12/23/2019	12th Ave Bridge - Professional Services	HDR Engineering Inc.	\$ 15,960.00	
Engineering	2020	12/7/2020	12th Ave Bridge - Prof Services	HDR Engineering Inc.	\$ 10,652.32	
Engineering	2020	12/7/2020	12th Ave Bridge - Prof Services	HDR Engineering Inc.	\$ 22,166.66	
Engineering	2020	10/19/2020	12/13th Ave Bridge - Prof Services	HDR Engineering Inc.	\$ 19,950.00	
Engineering	2020	10/5/2020	12th Ave Bridge - Prof Services	HDR Engineering Inc.	\$ 29,925.00	
Engineering	2020	9/8/2020	12/13th Ave SW Bridge	HDR Engineering Inc.	\$ 19,950.00	
Engineering	2020	8/3/2020	12th Ave Bridge - Services	HDR Engineering Inc.	\$ 9,975.00	
Engineering	2020	7/20/2020	12th Ave SW Bridge Coordination and Development	HDR Engineering Inc.	\$ 32,917.50	
Engineering	2020	6/29/2020	SW Bridge proj - Professional Services	HDR Engineering Inc.	\$ 20,947.50	
Engineering	2020	4/20/2020	SW Bridge - Professional Services	HDR Engineering Inc.	\$ 7,980.00	
Engineering	2020	3/2/2020	12th Ave/13th Ave Bridge Engineering	HDR Engineering Inc.	\$ 7,980.00	
Engineering	2020	1/20/2020	12th Ave SW & 13th Ave SW Bridge - Engineer Fees	HDR Engineering Inc.	\$ 3,990.00	
Engineering	2020	7/20/2020	7th St SW Extension - Tech Services	WHKS & CO.	\$ 542.61	
Engineering	2020	8/3/2020	7th St SW Ext - Tech Services	WHKS & CO.	\$ 5,368.93	
Engineering	2020	9/8/2020	7th St SW Ext - Tech Services/Consultants	WHKS & CO.	\$ 14,588.10	
Engineering	2020	10/5/2020	7th St SW Ext - Technical Services	WHKS & CO.	\$ 18,704.80	
Engineering	2020	10/19/2020	7th St SW Ext - Tech Services	WHKS & CO.	\$ 16,667.12	
Engineering	2020	12/7/2020	7th St SW Ext - Engineering Services	WHKS & CO.	\$ 3,719.73	
Engineering	2021	2/1/2021	12th 13th Ave Bridge Professional Services	HDR Engineering Inc.	\$ 10,652.31	
Engineering	2021	1/18/2021	7th St SW Ext - Tech Services	WHKS & CO.	\$ 11,216.82	
Engineering	2021	3/1/2021	7th St SW Ext - Tech Services	WHKS & CO.	\$ 15,921.24	
Engineering	2021	4/19/2021	7th St SW Ext - Tech Services	WHKS & CO.	\$ 2,082.36	
Engineering	2021	6/7/2021	7th St SW Ext - Tech Services	WHKS & CO.	\$ 1,447.76	
Engineering	2021	7/6/2021	7th Street SW Ext - Tech Services	WHKS & CO.	\$ 1,447.76	
Engineering	2021	7/19/2021	7th Street SW Ext - Tech Services	WHKS & CO.	\$ 746.55	
Engineering	2021	9/7/2021	7th St SW Extension - Tech Services	WHKS & CO.	\$ 4,151.66	
TOTAL ENGINEERING:						\$ 309,651.73
Grant	2019	12/16/2019	Traffic Counts	WHKS & CO.	\$ 5,695.10	
Grant	2020	7/20/2020	BUILD Grant Services & Consulting	WHKS & CO.	\$ 17,258.72	
Grant	2020	6/1/2020	BUILD Grant	EAST CENTRAL INTERGOVERNMENTAL ASSN	\$ 5,000.00	
Grant	2020	6/1/2020	BUILD Grant	RDG PLANNING & DESIGN	\$ 1,000.00	
Grant	2020	5/18/2020	BUILD Grant Admin/Traffic/Grant/Work	WHKS & CO.	\$ 23,139.10	

CITY OF DYERSVILLE
BRIDGE CONNECTION
EXPENSE REPORT

OCTOBER 2024

Grant	2020	4/20/2020	BUILD Grant - Admin/Traffic Analysis/Overpass Work	WHKS & CO.	\$	31,046.93	
Grant	2020	3/30/2020	BUILD Grant Assistance	WHKS & CO.	\$	1,025.25	
Grant	2021	4/19/2021	12th/13th Ave Bridge - Grant Assistance	HDR Engineering Inc.	\$	3,409.60	
Grant	2021	4/5/2021	12th/13th Ave Bridge - Phase 2 Grant Assist	HDR Engineering Inc.	\$	6,819.20	
Grant	2022	11/21/2022	Traffic Counts	WHKS & CO.	\$	3,570.00	
Grant	2023	2/6/2023	Traffic Counts	WHKS & CO.	\$	1,071.00	
Grant	2023	1/3/2023	Traffic Counts 2022	WHKS & CO.	\$	2,499.00	
Grant	2023	4/3/2023	RAISE Grant	WHKS & CO.	\$	9,256.83	
Grant	2023	1/3/2023	RAISE Grant Assistance	WHKS & CO.	\$	1,165.13	
Grant	2023	12/4/2023	2024 Raise Grant Assistance	WHKS & CO.	\$	489.45	
Grant	2023	1/23/2023	RAISE GRANT	WHKS	\$	6,064.93	
Grant	2023	2/13/2023	RAISE GRANT	WHKS	\$	5,467.21	
Grant	2024	4/1/2024	RAISE Grant Assistance	WHKS & CO.	\$	2,251.49	
Grant	2024	3/18/2024	RAISE Grant Assistance	WHKS & CO.	\$	14,024.88	
Grant	2024	2/5/2024	RAISE Grant Assistance	WHKS & CO.	\$	571.03	
Grant	2024	1/2/2024	Raise Grant Assistance	WHKS & CO.	\$	163.15	
Grant	2024	3/18/2024	Engineering Fees	HDR Engineering Inc.	\$	17,245.00	
Grant	2024	2/19/2024	Raise Grant Application	HDR Engineering Inc.	\$	17,245.00	
						TOTAL GRANT:	\$ 175,478.00
Land	2019	7/2/2019	ERTL LAND PURCHASE		\$	1,250,000.00	
Land	2024	10/31/2024	GREENWOOD LAND PURCHASE		\$	268,000.00	
						TOTAL LAND:	\$ 1,518,000.00
						TOTAL EXPENSES:	<u><u>\$ 2,016,312.93</u></u>



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

OCTOBER 2024 NEWSLETTER

Dubuque County. Working Hard. Pushing Through.

Top Rate of Annual Job Growth in Iowa



Dubuque County MSA Leads Iowa in Annual Job Growth Rate

On September 24, 2024, Greater Dubuque Development received new labor force statistics from the Iowa Workforce Development highlighting the Dubuque County Metropolitan Statistical Area (MSA) as the top performer in year-over-year job growth among Iowa's nine major metros. From August 2023 to August 2024, the Dubuque County MSA experienced 2.2% job growth with the addition of 1,300 jobs.

[Read more about the latest job growth data for the Dubuque County MSA](#)

NEXT GEN perceptions survey.

Results Summary:

What we heard from the next generation of talent to help us deliver on our promise that **YOU can be great here.**

Download the NEXT GEN Perceptions Survey Result Summary

As presented to the Dubuque City Council on August 19, 2024, a summary of our NEXT GEN Perceptions Survey results is now available for download. Explore what over 1,100 individuals, between the ages of 18 and 30, living in the Greater Dubuque region identify as their top priorities and where they feel the region currently stacks up on 35 critical community factors.

[Learn More >](#)

Business Services

YOUR BUSINESS can be great here.

Business Development

Iowa Industry 4.0 Funding: Assessment Portal Open

The State of Iowa recently opened the portal for manufacturers to request an assessment in order to apply for the [Manufacturing 4.0 Technology Investment Program](#), which will begin accepting submissions in 2025. This program offers grants aimed at helping Iowa manufacturers with 3 to 125 employees increase productivity, efficiency and competitiveness. Awards are capped at \$75,000 over the lifetime of the business and require a one-to-one match.

To pre-qualify for the funding program, manufacturers must first undergo an assessment performed by the Center for Industrial Research and Service (CIRAS) with Iowa State University. Assessments will include a plant tour and discussion about how to best utilize funding. The deadline to [request an assessment is November 22, 2024](#) but companies should sign up early, as this program is projected to have significant interest from businesses across the state.

[Request an Assessment >](#)



Interested in learning more the Manufacturing 4.0 Technology Investment Program?

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



From left to right: Brad Frisvold (International Agriculture Marketing Manager, IEDA), Thao Pham (Singapore/Southeast Asia Consultant), Andrea Smith (International Marketing Manger, IEDA), Anne McMahon (Business Development Manager, IEDA), Anke Goebel (Germany/Europe Consultant), Luis Domenech (Mexico/Latin America Consultant), Jason White (VP Business Services, Greater Dubuque Development), Dan McDonald (Director of Existing Business, Greater Dubuque Development), Leigh Carlson (International Partner States Program Coordinator, IEDA), Andrew Clutz (Northern Asia Consultant) and Anuj Kumar (Northern Asia Consultant)

Business Development

Greater Dubuque Development Links Regional Employers to Global Business Resources

On Thursday, October 3, 2024, Greater Dubuque Development hosted a business breakfast titled "Global Business Help for Greater Dubuque Businesses," featuring the Iowa Economic Development Authority (IEDA). The IEDA team and their consultants represent Iowa's business opportunities across the globe, with a focus on markets in Mexico, Latin America, Europe, Southeast Asia, and Northern Asia.

During the event, IEDA delivered a [comprehensive presentation outlining state-level services for international trade](#), as well as grant funding opportunities available to Iowa companies. Following the presentation, the IEDA team toured manufacturing businesses in Dubuque, Peosta, and Dyersville, culminating in a visit to the iconic Field of Dreams.

[Learn more about our October 3rd event and additional global business resources](#)



Questions about connecting with global business resources?

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



Data & Resources

Quarterly Report from InfoAction and HR Action Programs Available for Download

As part of our ongoing commitment to delivering actionable insights to our partners, we are proud to share the latest quarterly dashboard featuring key findings from our award-winning InfoAction and HR Action programs. Through these initiatives, we connect directly with existing businesses to gather real-time data on their challenges, opportunities, and workforce trends. These insights allow us to provide tailored support, ensuring your business has the resources and strategic advantage needed to thrive in the Greater Dubuque region.

[Download the Dashboard >](#)



Interested in how our InfoAction program can help your business grow and overcome challenges?

Contact Daniel McDonald, Director of Existing Business, at 563-557-9049 or danielm@greaterdubuque.org



Interested in how our HR program can empower your HR team and address workforce challenges?

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

Workforce Solutions

YOUR CAREER can be great here.



On Wednesday, October 2, our AccessDubuqueJobs.com Fall Career Fair connected job seekers and college students with over 50 employers and resource booths from the Greater Dubuque region.

Event Recap

Over 220 Job Seekers Connect with 50+ Employers and Resource Booths at AccessDubuqueJobs.com Fall Career Fair

Greater Dubuque Development hosted the AccessDubuqueJobs.com Fall Career Fair on Wednesday, October 2, 2024 from 1-4 p.m. in the main ballroom at the Grand River Center in the Port of Dubuque. The event drew more than 220 job seekers, including 60 students from local institutions of higher education, reflecting the region's commitment to growing and retaining a skilled workforce.

This event was part of Greater Dubuque Development Corporation's [2024-2025 YOU can be great here Community of Colleges event series](#). Greater Dubuque Development worked closely with career services staff at higher education institutions in the region to promote the event to students. The goal was to connect students with internships, part-time, and long-term career opportunities in the Greater Dubuque region.

[Read more about the AccessDubuqueJobs.com Fall Career Fair](#)



Interested in learning more about participating in future AccessDubuqueJobs.com career fairs?

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

College Outreach

2024 Student Welcome Letter Campaign Connects College Students to Dubuque

This fall, Greater Dubuque Development Corporation, in partnership with local higher education institutions and the City of Dubuque, carried out its annual Student Welcome Letter Campaign. With more than 1,200 physical letters mailed and over 4,300 emails

sent, the initiative reached incoming and current students, connecting them to valuable resources and showcasing Dubuque's vibrant community.

[Dive into the details and outcomes of our 2024 student welcome letter campaign](#)



Interested in learning more about the Future Leadership Team?

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



International students from higher education institutions in the region, alongside members of the Community Foundation of Greater Dubuque's Better Together Committee, enjoy the inaugural International Student Retention Welcome Event. Photo courtesy of Community Foundation of Greater Dubuque.

Event Recap

Building a Stronger Workforce through International Student Retention

On Friday, September 6, 2024, the Community Foundation of Greater Dubuque, in partnership with Greater Dubuque Development and the region's Community of Colleges, hosted the inaugural International Student Retention Welcome Event at the National Mississippi River Museum & Aquarium. The event drew 88 international students from all colleges and universities in the region—a pivotal step in integrating these talented individuals into our community and encouraging them to envision their futures in the Greater Dubuque region.

[Read more about the inaugural International Student Retention Welcome Event](#)



Questions about our work with the Community of Foundation of Greater Dubuque to retain international students?

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



Strategic Initiatives

State of Iowa Unveils Child Care Search Portal

To support Iowa's families, the new Iowa Child Care Connect (C3) portal offers a [Child Care Search Tool](#), displaying child care providers with vacancies by geography or along a designated driving route. With this interactive tool, Iowa families can conveniently identify child care providers near them or between their home and office.

[Learn More >](#)

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.

NEW Investors

- BAC CPA
- Cummer Masonry
- Grainwell Puffed Grains

Renewed Investors

- Days Inn
- Dubuque Community School District

Renewed Investors, cont'd

- Dubuque County
- Express Employment Professionals
- FedEx Ground
- Hodge Company
- Molo Companies
- Mulgrew Oil & Propane
- O'Connor & Thomas PC
- PBS Systems
- Progressive Processing, LLC - A Hormel Company
- Steeple Square
- TRICOR, LLC



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.

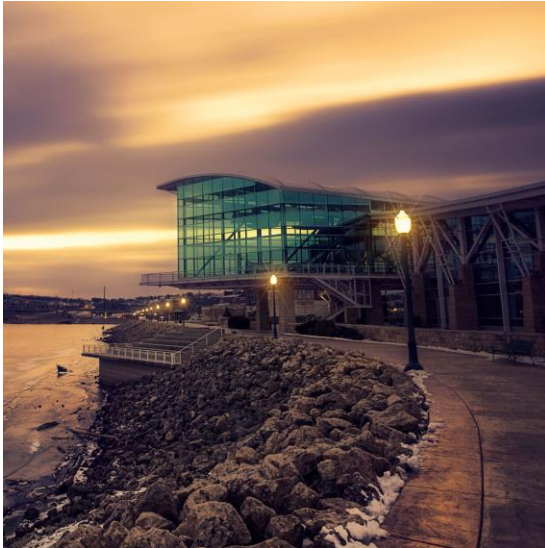


Community News

Call for Input for Schmitt Island Sports Complex Feasibility Study

The DRA, in collaboration with Dubuque Initiatives and Greater Dubuque Development, is leading a feasibility study for a potential sports and recreation development on Schmitt Island. Your input is vital to understand the demand and identify potential use. **Survey closes Wednesday, October 30, 2024.**

[Learn more >](#)



Community News

Grand River Center Receives Stella Award

Northstar Meeting Group's Stella Awards honor excellence in the group meetings industry. Congratulations to the Grand River Center for being named the [Midwest's Gold Winner for Best Convention Center](#) as part of the 2024 Stella Awards.

[Learn more >](#)



Community News

Dubuque Cited Among Top 13 Destinations for Creative Spirits

Travel website, onlyinyourstate.com, has cited Dubuque among the top 13 creative destinations in the U.S. Dubuque came in at #7 alongside other arts-filled cities like Austin, TX; Portland, OR; Telluride, CO; and Sedona, AZ.

[Learn more >](#)

Photo courtesy of Dubuque County Fine Arts Society



Community News

Dubuque Named to 'Best Small Cities' List

Dubuque is among the best small cities in the nation, according to a 2024 study by [WalletHub](#), ranking in the 86th percentile and 6th among Iowa cities. The study compared more than 1,300 U.S. cities with populations between 25,000 and 100,000 based on five key areas: affordability, economic health, education and health, quality of life, and safety.

[Learn more >](#)



Strategic Initiatives Spotlight

Conlon Construction Co.

Hear from Matt Mulligan, President and Chief Operating Officer of Conlon Construction Co. about his experience of working with Greater Dubuque Development to respond to the need for more housing stock in the region.

Upcoming Events

YOUR NETWORK can be great here.

Tuesday, November 12, 2024

Brain Health Summit 2024

8:30 a.m. - 12:00 p.m. | Northeast Iowa Community College | 8342 NICC Dr., Peosta, IA

At Northeast Iowa Community College's Brain Health Summit 2024, join author and speaker Sam Eaton for his inspiring, personal story of overcoming struggles with brain health and depression. This year's event takes a deep dive into society's misconceptions and barriers surrounding brain health and stigma, and the importance of creating "mindful workplaces." Participants will learn ways to create safe spaces for conversations in professional environments and the changes that can be made to language to fight stigma.

[Learn More >](#)

Friday, December 6, 2024

Workforce Solutions Breakfast

8:00 - 9:30 a.m. | Q Casino + Resort | 1855 Greyhound Park Rd, Dubuque, IA

Join us for our semiannual Workforce Solutions Breakfast on Friday, December 6, 2024 from 8:00 - 9:30 a.m. in the new Reflections event spaces at the Q Casino + Resort. Our Workforce Solutions Breakfast events provide an opportunity to come together with area CEOs, HR professionals, elected officials and community leaders while learning about the latest developments in our Workforce Solutions program delivering on our promise that **YOU can be great here**. A buffet breakfast is served promptly at 8:00 a.m. followed by a robust program with speakers from Greater Dubuque Development staff and partners. Space is limited for this FREE event. RSVP today [via our online form](#) or by contacting Anna Roling, Executive Assistant at Greater Dubuque Development, at 563-557-9049 or annar@greaterdubuque.org.

[RSVP Today >](#)

Upcoming Religious Holidays & Cultural Observances

November | National Native American Heritage Month

November 1 | Diwali (Hindu)

November 1 | Dia de los Muertos (Mexican)

November 2 | Birth of the Báb (Bahá'í)

November 5 | Election Day (U.S.)

November 11 | Veteran's Day (U.S.)

November 15 | Guru Nanak Dev Ji's Birthday (Sikh)

November 26 | Day of the Covenant (Bahá'í)

November 28 | Thanksgiving (U.S.)

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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Our mailing address is:

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You can [update your preferences](#) or [unsubscribe](#)

Keep Iowa Beautiful®

KEEP AMERICA BEAUTIFUL AFFILIATE



Photo Credit: Eric Williamson, 3rd Place, Iowa Wildlife

[14th Annual Keep Iowa Beautiful Photography Contest Submission](#)

October 2024 Newsletter

Hometown Pride Expands to Northwest Iowa Communities!

We're excited to announce that [Hometown Pride](#) is coming soon to the communities of Albert City, Alta, Aurelia, Lake Park, Lakeside, Marathon, Newell, Rembrandt, Royal, Sioux Rapids, and Storm Lake!



Hometown Pride committees lead a variety of impactful community improvement projects, events, and programs. These include adding park amenities, organizing clean-up events, creating public art, hosting festivals, fundraising, developing leadership programs, building trails, installing welcome signs, establishing memorials, and enhancing beautification efforts. Each committee's work program is customized to reflect the unique strengths and needs of its community. We're thrilled to welcome these communities to the program in December!

Submit Your Photos to the 15th Annual

Keep Iowa Beautiful Photo Contest

Calling all photographers and nature enthusiasts: now's your chance to submit photos to Keep Iowa Beautiful's [15th Annual Photography Contest](#) featuring **over \$2,000** in cash prizes and **SIX** categories for entry:

- Iowa Landscape
- Iowa Water
- Iowa Cities
- Iowans in Action
- Iowa Wildlife
- Hometown Pride



Submissions for this year's contest are due **Friday, December 13th** — don't wait!

To view prior winners, read the contest rules, and submit entries, click [here](#). We can't wait to see your photographs of what makes Iowa beautiful!

[15th Annual Photo Contest](#)

Paint Iowa Beautiful/Diamond Vogel

Project Highlights

Wapello County Fair, Inc.

Wapello County Fair, Inc. gave two buildings a fresh coat of paint this year! The Emergency Management Building serves as the headquarters for the Sheriff's Department, Fire Department, and EMT/Ambulance personnel for on-site protection. Meanwhile, the Wapello Hall Pavilion is utilized for displays and community outreach, with ongoing efforts to make it available for receptions and other local events. Take a look at the impressive transformation in the after photo!





Engage Keosauqua, Inc.

Engage Keosauqua, Inc. was awarded a Paint Iowa Beautiful/Diamond Vogel grant for their beautification project —a stunning mural on the side of the Van Buren Telephone Company in Keosauqua, Iowa! Be sure to check out this eye-catching and vibrant mural that adds a splash of color to their community!

Plymouth County Fairgrounds

The sheep barn at the Plymouth County Fairgrounds, the first livestock building ever constructed on the grounds, recently received a fresh coat of paint thanks to a Paint Iowa Beautiful/Diamond Vogel grant! Dedicated board volunteers came together to repaint the barn, enhancing its charm and preserving its legacy. Now, the 130,000 visitors who attend the fair each year can admire the newly revitalized barn!



Cedar County Historical Society

The Baughman/Shrope House and summer kitchen at Cedar County Historical Society's Prairie Village recently got fresh coats of paint. These buildings were part of the Society's summer programs, where kids explored what life was like for an Iowa farm family during the 1930s Depression. Check out the newly painted house!

Click [here](#) to learn more about our Paint Iowa Beautiful program.

Hometown Pride News and Updates

Norwalk Hometown Pride's Scarecrow Row Event

The Norwalk Hometown Pride Committee hosted its Scarecrow Row event, where local businesses and community members sponsored and decorated unique scarecrows for public display. Community members voted on their favorites, with the winners announced at the Norwalk Easter Public Library's Fall Fest!



Maquoketa Betterment Corp./Hometown Pride's Newsletter

The Maquoketa Betterment Corp./Hometown Pride just released the 7th issue of their newsletter, "What's the Buzz?" This edition includes updates on

Keep Iowa Beautiful's photo contest, weekly community runs, the Maquoketa Green Space redevelopment, and more! Check out their [latest issue](#) and [subscribe](#) to their newsletter to stay updated on their news and projects!

Worthington Hometown Pride's Mural Completed

The Worthington Hometown Pride Committee, along with dedicated community volunteers and businesses, completed a stunning mural on the side of the Fidelity Bank & Trust building in Worthington, Iowa! Designed by local artist Kaitlyn Clemens, the mural beautifully reflects the rich heritage of this Dubuque County community. It features the Worthington logo and slogan, designed by local sisters Michelle Jurgens and Jennie Jaeger, a picturesque farm scene honoring its agricultural roots, and the logos of the local baseball and softball teams, capturing the town's community spirit. Be sure to check it out!





Luxenburg Hometown Pride's Tree Planting Event

Small towns thrive on community spirit, and Luxenburg is a perfect example! Earlier this month, Luxenburg Hometown Pride organized a tree planting event at Luxenburg City Park, thanks to a Trees for Kids Grant. The event was a huge success, with volunteers and community members

coming together to plant several trees throughout the park. A big thank you to everyone who contributed their time and effort to make this happen!

Click [here](#) to learn more about our Hometown Pride program.

Volunteer Spotlight - Nancy Kieffer

This month, Keep Iowa Beautiful is shining a spotlight on Nancy Kieffer, a dedicated volunteer with the Preston Hometown Pride Committee! A lifelong Jackson County resident, Nancy grew up in Bellevue and later moved to the Preston area, where she and her husband farm and raise their family. Learn more about her inspiring community involvement below!

"Nancy Kieffer will often say that she's not the brains but she can bring the brawn. While that statement undersells her excellent ideas and vision, she definitely brings the brawn with her ability to rally volunteers and support for Preston Hometown Pride! She is always willing to lend a helping hand in any way she can. She's been a catalyst in taking Preston's Main Street Square from an idea to reality - coordinating every piece of it, tracking funding and getting major things donated. She is one of many outstanding members of the Preston community. This rural community is full of residents and business owners who love their community and take pride in where they live." – *Amanda Dupont, Preston Hometown Pride Coach*



Social Media Submissions

Keep Iowa Beautiful wants to share your community's good news!

Are you proud of a completed project in your town? Do you want to show off a new mural in your downtown? Did you host a fun, exciting event for your community? We want to know about it!

Tag us on social media or click on the button below to share short descriptions of events, projects, or news from your town! You can include pictures and captions as well. Keep Iowa Beautiful will share your post on our social media!

[Submit Your Stories](#)

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



NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$275,000

(GENERAL OBLIGATION)

The City Council of the City of Dyersville, Iowa (the "City"), will meet on November 4, 2024, at the Memorial Building, 340 1st Avenue East, Dyersville, Iowa, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$275,000 for the purpose of paying the costs, to that extent, of undertaking the construction of a bridge.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$8.14 however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Dyersville, Iowa.

Tricia Maiers
City Clerk

**NOTICE OF PROPOSED ACTION
TO INSTITUTE PROCEEDINGS TO
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The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will

constitute a general obligation of the City.

It is estimated that the increase in property taxes on potential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$8.14 however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Dyersville, Iowa.

Tricia Maiers, City Clerk

10-23

Item 15.

MINUTES FOR HEARING AND
ADDITIONAL ACTION ON ENTERING
INTO LOAN AGREEMENT

419893-76

Dyersville, Iowa

November 4, 2024

The City Council of the City of Dyersville, Iowa met on November 4, 2024, at 6:00 p.m. at the Memorial Building, 340 1st Avenue East, Dyersville, Iowa.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Bridge Improvement Loan Agreement, as defined in the attached resolution, and to borrow money thereunder in a principal amount not to exceed \$275,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____ introduced and moved that the resolution be adopted, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion carried and the resolution duly adopted in substantially the form hereinafter set out.

RESOLUTION NO. 62-24

Resolution taking additional action on proposal to enter into a General Obligation Bridge Improvement Loan Agreement

WHEREAS, the City of Dyersville (the “City”), in Delaware and Dubuque Counties, State of Iowa heretofore proposed to enter into a General Obligation Bridge Improvement Loan Agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$275,000 for the purpose of paying the costs, to that extent, of undertaking the construction of a bridge; and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on November 4, 2024;

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

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that General Obligation Bridge Improvement bonds or notes be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this November 4, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
DELAWARE AND DUBUQUE COUNTIES
CITY OF DYERSVILLE

SS:

I, the undersigned, City Clerk of the City of Dyersville, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the public hearing and additional action on the City Council's intention of entering into a certain Loan Agreement in the future.

WITNESS MY HAND this _____ day of _____, 2024.

Tricia L. Maiers, City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED
CONSOLIDATED DYERSVILLE ECONOMIC DEVELOPMENT DISTRICT
AND ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 6:00 p.m., at the Memorial Building, 340 1st Avenue E, Dyersville, Iowa, on November 4, 2024, the City Council of the City of Dyersville, Iowa (the "City") will hold a public hearing on the question of amending the urban renewal plan (the "Plan") for the Consolidated Dyersville Economic Development District and designating an expanded Consolidated Dyersville Economic Development District (the "Urban Renewal Area"), pursuant to Chapter 403, Code of Iowa, by adding and including certain real property situated in the City and bearing Delaware County Property Tax Parcel Identification Numbers 540000200192, 540000100160, 210020000620 and 540000200171.

The proposed amendment to the Plan brings the property described above under the Plan and makes it subject to the provisions of the Plan. The amendment also authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (i) providing tax increment financing support to JDJ Real Estate, LLC ("JDJ") in connection with the construction by JDJ of a new warehouse for use in its business operations; (ii) providing tax increment financing support to Store SPE USLBM 2017-6 LLC ("Store SPE") in connection with the construction by Store SPE of a new warehouse for use in its business operations; (iii) providing tax increment financing support to Crownline Properties LLC ("Crownline") in connection with the construction by Crownline of an addition to its concrete batch plant facilities for use in its business operations; (iv) providing tax increment financing support to Dyersville Economic Development Corporation ("DEDC") in connection with the construction by DEDC of public infrastructure necessary to support future development in the industrial park; (v) providing tax increment financing support to DEDC in connection with the construction by DEDC of a new childcare center. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Tricia Maiers
City Clerk

**NOTICE OF PUBLIC HEARING
ON DESIGNATION OF EXPANDED
CONSOLIDATED DYERSVILLE
ECONOMIC DEVELOPMENT
DISTRICT AND ON PROPOSED
URBAN RENEWAL PLAN
AMENDMENT**

Notice Is Hereby Given: That at 6:00 p.m., at the Memorial Building, 340 1st Avenue E, Dyersville, Iowa, on November 4, 2024, the City Council of the City of Dyersville, Iowa (the "City") will hold a public hearing on the question of amending the urban renewal plan (the "Plan") for the Consolidated Dyersville Economic Development District and designating an expanded Consolidated Dyersville Economic Development District (the "Urban Renewal Area"), pursuant to Chapter 403, Code of Iowa, by adding and including certain real property situated in the City and bearing Delaware County Property Tax Parcel Identification Numbers 540000200192, 540000100160, 210020000620 and 540000200171.

The proposed amendment to the Plan brings the property described above under the Plan and makes it subject to the provisions of the Plan. The amendment also authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (i) providing tax increment financing support to JDJ

Real Estate, LLC ("JDJ") in connection with the construction of a new warehouse for use in its business operations; (ii) providing tax increment financing support to Store SPE USLBM 2017-6 LLC ("Store SPE") in connection with the construction by Store SPE of a new warehouse for use in its business operations; (iii) providing tax increment financing support to Crownline Properties LLC ("Crownline") in connection with the construction by Crownline of an addition to its concrete batch plant facilities for use in its business operations; (iv) providing tax increment financing support to Dyersville Economic Development Corporation ("DEDC") in connection with the construction by DEDC of public infrastructure necessary to support future development in the industrial park; (v) providing tax increment financing support to DEDC in connection with the construction by DEDC of a new childcare center. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject of the hearing.

Tricia Maiers, City Clerk

10-23

Item 17.

PUBLIC HEARING ON NOVEMBER,
2024 AMENDMENT TO THE
CONSOLIDATED DYERSVILLE
ECONOMIC DEVELOPMENT DISTRICT
AND URBAN RENEWAL PLAN
AMENDMENT

419893-77

Dyersville, Iowa

November 4, 2024

The City Council of the City of Dyersville, Iowa, met on November 4, 2024, at 6:00 p.m., at the Memorial Building, in the City for the purpose of conducting a public hearing on the designation of the expanded Consolidated Dyersville Economic Development District and on urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of an urban renewal area and on a proposed urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Consolidated Dyersville Economic Development District,” seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. 63-24

Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Consolidated Dyersville Economic Development District

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, the City Council of the City of Dyersville, Iowa (the “City”) has previously created the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to JDJ Real Estate, LLC (“JDJ”) in connection with the construction by JDJ of a new warehouse for use in its business operations; (b) providing tax increment financing support to Store SPE USLBM 2017-6 LLC (“Store SPE”) in connection with the construction by Store SPE of a new warehouse for use in its business operations; (c) providing tax increment financing support to Crownline Properties LLC (“Crownline”) in connection with the construction by Crownline of an addition to its concrete batch plant facilities for use in its business operations; (d) providing tax increment financing support to Dyersville Economic Development Corporation (“DEDC”) in connection with the construction by DEDC of public infrastructure necessary to support future development in the industrial park; (e) providing tax increment financing support to DEDC in connection with the construction by DEDC of a new childcare center; and

WHEREAS, notice of a public hearing by the City Council on the question of establishing the Property as an urban renewal area and on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on November 4, 2024; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Dubuque County, Delaware County and the Western Dubuque Community School District; the consultation meeting was held

on October 18, 2024; and responses to any comments or recommendations received following the consultation meeting were made as required by law; and

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa and is hereby designated the 2024 Addition to the Consolidated Dyersville Economic Development District.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved November 4, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

- 4 -

DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA

EXHIBIT A
Legal Description
2024 Addition to the Consolidated Dyersville Economic Development District

Certain real property bearing Delaware County Property Tax Parcel Identification Number 540000200192, more particularly described as:

20 West Industrial Center Fifth Addition, Lot 2, City of Dyersville, Delaware County, Iowa;

AND

Certain real property bearing Delaware County Property Tax Parcel Identification Numbers 540000100160 and 210020000620, more particularly described as:

20 West Industrial Center Fourth Addition, Part of Lot C, City of Dyersville, Delaware County, Iowa;

AND

Certain real property bearing Delaware County Property Tax Parcel Identification Number 540000200171, more particularly described as:

20 West Industrial Center Seventh Addition, Lot 1, City of Dyersville, Delaware County, Iowa.

• • • •

Upon motion and vote, the meeting adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

STATE OF IOWA
DUBUQUE AND DELAWARE COUNTIES
CITY OF DYERSVILLE

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Dyersville, Iowa and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating an urban renewal area and approving the urban renewal plan amendment for the Consolidated Dyersville Economic Development District in the City.

WITNESS MY HAND this ____ day of _____, 2024.

Tricia L. Maiers, City Clerk

MINUTES PROVIDING ADOPTION OF
AN ORDINANCE ESTABLISHING A
TAX INCREMENT FINANCING
DISTRICT FOR THE 2024 ADDITION TO
THE CONSOLIDATED DYERSVILLE
ECONOMIC DEVELOPMENT DISTRICT

419893-77

Dyersville, Iowa

November 4, 2024

The City Council of the City of Dyersville, Iowa, met on November 4, 2024, at 6:00 p.m., at the Memorial Building, in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the November, 2024 Addition to the Consolidated Dyersville Economic Development District, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two City Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the November, 2024 Addition to the Consolidated Dyersville Economic Development District, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Mayor put the question on the motion, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and has been adopted.

ORDINANCE NO. 865

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the November, 2024 Addition to the Consolidated Dyersville Economic Development District, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Dyersville, Iowa (the “City”) has previously enacted certain ordinances providing for the division of taxes levied on certain taxable property in the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to such ordinances, certain taxable properties within the Urban Renewal Area in the City have been designated as “tax increment districts”; and

WHEREAS, the City Council now desires to establish a new “tax increment district” for the Urban Renewal Area by designating the real property comprising the 2024 Addition to the Urban Renewal Area;

BE IT ENACTED by the Council of the City of Dyersville, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the November, 2024 Addition to the Consolidated Dyersville Economic Development District of the City of Dyersville, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Dyersville, Iowa.

“County” shall mean Delaware County, Iowa.

“2024 Urban Renewal Area Addition” shall mean the November, 2024 Addition to the Consolidated Dyersville Economic Development District of the City, the legal description of which is set out below, approved by the City Council by resolution adopted on November 4, 2024:

Certain real property bearing Delaware County Property Tax Parcel Identification Number 540000200192, more particularly described as:

20 West Industrial Center Fifth Addition, Lot 2, City of Dyersville, Delaware County, Iowa;

AND

Certain real property bearing Delaware County Property Tax Parcel Identification Numbers 540000100160 and 210020000620, more particularly described as:

20 West Industrial Center Fourth Addition, Part of Lot C, City of Dyersville, Delaware County, Iowa;

AND

Certain real property bearing Delaware County Property Tax Parcel Identification Number 540000200171, more particularly described as:

20 West Industrial Center Seventh Addition, Lot 1, City of Dyersville, Delaware County, Iowa.

“Urban Renewal Area” shall mean the entirety of the Consolidated Dyersville Economic Development District as amended from time to time.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the 2024 Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the 2024 Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the 2024 Urban Renewal Area Addition is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the 2024 Urban Renewal Area Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the 2024 Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the 2024 Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and

taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the 2024 Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the 2024 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the 2024 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Dyersville, Iowa, on November 4, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

First consideration: November 4, 2024

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

STATE OF IOWA

SS:

DELAWARE COUNTY

I, the undersigned, County Auditor of Delaware County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2024, the City Clerk of the City of Dyersville, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on November 4, 2024, entitled: "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the November, 2024 Addition to the Consolidated Dyersville Economic Development District, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2024.

County Auditor

STATE OF IOWA
DUBUQUE AND DELAWARE COUNTIES
CITY OF DYERSVILLE

SS:

I, the undersigned, City Clerk of the City of Dyersville, State of Iowa, do hereby certify that I caused to be published “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the November, 2024 to the Consolidated Dyersville Economic Development District, Pursuant to Section 403.19 of the Code of Iowa,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2024.

Tricia L. Maiers, City Clerk

(Attach hereto publisher’s affidavit of publication with clipping of ordinance as published.)

STATE OF IOWA
DUBUQUE AND DELAWARE COUNTIES
CITY OF DYERSVILLE

SS:

I, the undersigned, City Clerk of the City of Dyersville, State of Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of such City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the November, 2024 to the Consolidated Dyersville Economic Development District, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2024.

Tricia L Maiers, City Clerk

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(DEDC Childcare Center)

419893-77

Dyersville, Iowa

November 4, 2024

A meeting of the City Council of the City of Dyersville, Iowa, was held at 6:00 p.m., on November 4, 2024, at the Memorial Building, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. 64-24

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Dyersville Industries, Inc. d/b/a Dyersville Economic Development Corporation, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Dyersville, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Dyersville Industries, Inc. d/b/a Dyersville Economic Development Corporation (“DEDC”) in connection with the construction by DEDC of a new childcare center in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to DEDC in the form of annual appropriation incremental property tax payments to DEDC in an amount not to exceed \$500,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on November 18, 2024, at 6:00 p.m., at the Memorial Building, 340 1st Avenue East, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
DYERSVILLE INDUSTRIES, INC. D/B/A DYERSVILLE ECONOMIC DEVELOPMENT
CORPORATION AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS**

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on November 18, 2024, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Dyersville Industries, Inc. d/b/a Dyersville Economic Development Corporation (“DEDC”), in connection with the construction by DEDC of a new childcare center in the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”), which Agreement provides for certain financial incentives in the form of incremental property tax payments (the “Payments”) to DEDC in a total amount not exceeding \$500,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to DEDC under the Development Agreement will not be a general obligation of the City, but such Payments will be payable solely and only from incremental property tax revenues generated within the Urban Renewal Area. Some or all of the Payments under the Development Agreement may be made subject to annual appropriation by the City Council.

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

This notice is given by order of the City Council of Dyersville, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Tricia Maiers
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 4, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

• • • •

On motion and vote the meeting adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

STATE OF IOWA
DUBUQUE AND DELAWARE COUNTIES
CITY OF DYERSVILLE

SS:

I, the undersigned, City Clerk of the City of Dyersville, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2024.

Tricia L. Maiers, City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Dyersville, Iowa (the “City”) and Dyersville Industries, Inc. d/b/a Dyersville Economic Development Corporation (“DEDC”) as of the ____ day of _____, 2024 (the “Commencement Date”).

WHEREAS, the City has established the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, DEDC owns certain real property, which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, DEDC has proposed to undertake the construction of a new commercial building (the “Project”) for use in the business operations of a childcare center on the Property; and

WHEREAS, DEDC has requested that the City provide financial assistance in the form of incremental property tax payments to be used by DEDC in paying the costs of constructing and maintaining the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction; Operational Requirement. DEDC agrees to construct the Project on the Property. DEDC has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City, which was approved by the City on _____, 20____. The Site Plan is attached hereto as Exhibit B. DEDC agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2024.

DEDC agrees to maintain ownership of the Project and to ensure that the completed Project is used in its business operations on the Property (the “Operational Requirement”) throughout the Term (as hereinafter defined) of this Agreement.

DEDC further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, DEDC agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Company's Operational Certifications. At the request of the City, DEDC agrees to certify and provide documentation (each, an "Operational Certification") to the City demonstrating that DEDC owns the Project and that DEDC is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that DEDC is in compliance with the Operational Requirement.

3. Property Taxes. DEDC agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

4. Default Provisions.

a. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by DEDC to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by DEDC to maintain compliance with the Operational Requirement set forth in Section A.1 of this Agreement.
- (iii) Failure by DEDC to fully and timely remit payment of property taxes when due and owing pursuant to Section A.3 of this Agreement.
- (iv) Failure by DEDC to comply with Section A.2 of this Agreement.
- (v) Failure by DEDC to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to DEDC describing the cause of the default and the steps that must be taken by DEDC in order to cure the default. DEDC shall have thirty (30) days from the mailing of the notice or from the personal delivery of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If DEDC fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.
- (iii) Terminate this Agreement.

B. City's Obligations

1. Payments. In recognition of DEDC's obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to DEDC during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that each Payment shall not exceed \$50,000, and the aggregate, total amount (the "Maximum Payment Total") of the Payments made under this Agreement during the Term shall not exceed \$500,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from unencumbered Incremental Property Tax Revenues (as hereinafter defined) received by the City from the Delaware County and Dubuque County Treasurers which are attributable to the Urban Renewal Area. Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the property in the Urban Renewal Area; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the property situated in the Urban Renewal Area, as shown on the property tax rolls of Delaware County and Dubuque County; and (4) deducting any property tax credits which shall be available with respect to the Property.

The Payments will be made on June 1 in each of the City's 2026 through 2035 fiscal years.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning December 1, 2024, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than \$50,000.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and DEDC will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto, or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, provided however that no Payment shall be made after June 1, 2035.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2026, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2024), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Delaware and Dubuque County Treasurers attributable to the taxable valuation of the Urban Renewal Area.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Delaware and Dubuque County Auditors an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that DEDC's rights to receive the Payments hereunder may be assigned by DEDC to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2036, or on such earlier date upon which the aggregate sum of Payments made to DEDC equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

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

CITY OF DYERSVILLE, IOWA

By: _____
Mayor

Attest:

City Clerk

DYERSVILLE INDUSTRIES, INC.

By: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property bearing Delaware County Property Tax Parcel Identification Number 540000200171, more particularly described as:

20 West Industrial Center Seventh Addition, Lot 1, City of Dyersville, Delaware County, Iowa.

EXHIBIT B
SITE PLAN

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(DEDC – Infrastructure)

419893-77

Dyersville, Iowa

November 4, 2024

A meeting of the City Council of the City of Dyersville, Iowa, was held at 6:00 p.m., on November 4, 2024, at the Memorial Building, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. 65-24

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Dyersville Industries, Inc. d/b/a Dyersville Economic Development Corporation, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Dyersville, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Dyersville Industries, Inc. d/b/a Dyersville Economic Development Corporation (“DEDC”) in connection with the construction by DEDC of public infrastructure necessary to support future commercial and industrial development in the 20 West Industrial Park in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to DEDC in the form of annual appropriation incremental property tax payments to DEDC in an amount not to exceed \$1,170,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on November 18, 2024, at 6:00 p.m., at the Memorial Building, 340 1st Avenue East, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
DYERSVILLE INDUSTRIES, INC. D/B/A DYERSVILLE ECONOMIC DEVELOPMENT
CORPORATION AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS**

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on November 18, 2024, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Dyersville Industries, Inc. d/b/a Dyersville Economic Development Corporation (“DEDC”), in connection with the construction by DEDC of public infrastructure necessary to support future commercial and industrial development in the 20 West Industrial Park in the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”), which Agreement provides for certain financial incentives in the form of incremental property tax payments (the “Payments”) to DEDC in a total amount not exceeding \$1,170,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to DEDC under the Development Agreement will not be a general obligation of the City, but such Payments will be payable solely and only from incremental property tax revenues generated within the Urban Renewal Area. Some or all of the Payments under the Development Agreement may be made subject to annual appropriation by the City Council.

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

This notice is given by order of the City Council of Dyersville, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Tricia Maiers
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 4, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

• • • •

On motion and vote the meeting adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

STATE OF IOWA
DUBUQUE AND DELAWARE COUNTIES
CITY OF DYERSVILLE

SS:

I, the undersigned, City Clerk of the City of Dyersville, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2024.

Tricia L. Maiers, City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Dyersville, Iowa (the “City”) and Dyersville Industries, Inc. d/b/a Dyersville Economic Development Corporation (“DEDC”) as of _____, 2024 (the “Commencement Date”).

WHEREAS, the City has established the Consolidated Dyersville Economic Development District (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, DEDC owns certain real property, which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, DEDC will undertake the construction of certain public infrastructure improvements (the “Public Infrastructure Project”) on the Property in order to promote future commercial and industrial development thereon; and

WHEREAS, DEDC has requested that the City provide financial assistance in the form of incremental property tax payments to be used by DEDC in paying the costs of constructing the Public Infrastructure Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Commercial and Industrial Development Project. DEDC agrees to use its best efforts to promote commercial and industrial development on the Property, such that the Property is capable of being put to its highest and best commercial and/or industrial uses.

2. Public Infrastructure Project Construction. DEDC agrees to cause the construction of the Public Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit B hereto. Prior to constructing the Public Infrastructure Project, DEDC will submit copies of all engineering documents related to the proposed Public Infrastructure Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the completed Public Infrastructure Project for quality of work and full compliance with the City Code. Nothing in this subsection shall be interpreted as limiting the City’s rights to not accept the work if the Public Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the Public Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to DEDC in writing that such

completed improvements meet City requirements; and (iii) the City accepts such Public Infrastructure Project in accordance with State law, DEDC will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Public Infrastructure Project, which shall thereafter be maintained by the City.

3. Public Infrastructure Costs Documentation. Upon completion of the Public Infrastructure Project, DEDC agrees to provide documentation (the “Costs Documentation”) detailing the costs (the “Public Infrastructure Costs”) incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the City, confirming that such Public Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the construction of the Public Infrastructure Project and that such Public Infrastructure Costs are of an amount reasonably to have been expected with respect to such construction. DEDC will include a cover page in the form attached hereto as Exhibit C with its submittal of the Costs Documentation.

The Public Infrastructure Costs may include costs relating to land acquisition costs for the Public Infrastructure Project, designing and constructing the Public Infrastructure Project, landscaping and grading the Public Infrastructure Project, costs related to financing the Public Infrastructure Project (interest expense) and other reasonably related costs of carrying out the Public Infrastructure Project, including the Legal and Administrative Costs defined in Section A.9 of this Agreement.

4. Property Taxes. While DEDC maintains ownership of the Property, DEDC agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property throughout the Term (as hereinafter defined) of this Agreement and to submit a receipt or cancelled check in evidence of each such payment.

5. Default Provisions.

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by DEDC to complete construction of the Public Infrastructure Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by DEDC to fully and timely remit payment of property taxes when due and owing as required by this Agreement.
- (iii) Failure by DEDC to comply with Section A.3 of this Agreement.
- (iv) Failure by DEDC to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to DEDC describing the cause of the default and the steps that must be taken by DEDC in order to cure the default. DEDC shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to the City that the default will be cured as soon as reasonably possible. If DEDC fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.2 below.
- (iii) Terminate this Agreement.

B. City's Obligations

1. Review of Costs Documentation. The City staff will review the Costs Documentation upon receipt from DEDC. If the City determines the Public Infrastructure Costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Public Infrastructure Project, the City shall record a summary of the date, amount and nature of the costs (the "Accepted Public Infrastructure Costs") on the Summary of Accepted Public Infrastructure Costs attached hereto as Exhibit D, and such summary shall be the official record of the Accepted Public Infrastructure Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.2 of this Agreement.

If the City determines that the Public Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Public Infrastructure Project, the City shall notify DEDC of such determination within fifteen (15) days of such determination in order to allow an opportunity for DEDC to cure the noted deficiencies.

2. Payments. In recognition of DEDC's obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to DEDC during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that each Payment shall not exceed one-tenth (1/10) of the Maximum Payment Total (as hereinafter defined), and the aggregate, total amount (the "Maximum Payment Total") of the Payments made under this Agreement during the Term shall not exceed the lesser of (i) the Accepted Public Infrastructure Costs; or (ii) \$1,170,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from unencumbered Incremental Property Tax Revenues (as hereinafter defined) received by the City from the Delaware County and Dubuque County Treasurers which are attributable to the Urban Renewal Area. Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the property in the Urban Renewal Area; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the property situated in the Urban Renewal Area, as shown on the property tax rolls of Delaware County and Dubuque County; and (4) deducting any property tax credits which shall be available with respect to the Property.

The Payments will be made on June 1 in each of the City's 2026 through 2035 fiscal years.

3. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning December 1, 2024, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than one-tenth (1/10) of the Maximum Payment Total.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and DEDC will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto, or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, provided however that no Payment shall be made after June 1, 2035.

4. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2026, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2024), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Delaware and Dubuque County Treasurers attributable to the taxable valuation of the Urban Renewal Area.

5. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Delaware and Dubuque County Auditors an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that DEDC’s rights to receive the Grant hereunder may be assigned by DEDC to a private lender, as security on a credit facility taken with respect to the Public Infrastructure Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. This Agreement shall become effective upon the date of the last signature below and shall terminate upon the date all obligations of the parties hereto with respect to this Agreement have been satisfied (the “Term”).

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

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

CITY OF DYERSVILLE, IOWA

By: _____
Mayor

Attest:

City Clerk

DYERSVILLE INDUSTRIES, INC.

By: _____
[Name, Title]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property bearing Delaware County Property Tax Parcel Identification Numbers 540000100160 and 210020000620, more particularly described as:

20 West Industrial Center Fourth Addition, Part of Lot C, City of Dyersville, Delaware County, Iowa;

EXHIBIT B
**TIMELINE AND SPECIFICATIONS FOR PUBLIC INFRASTRUCTURE
PROJECT**

EXHIBIT C

Submitted by: _____

Index of Invoices/Statements Attached to substantive request:

[illegible]

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of Public Infrastructure Project.

DYERSVILLE INDUSTRIES, INC.

By: _____
[Name, Title]

Reviewed and accepted by the City of Norwalk, Iowa this _____ day of _____, 20__.

By: _____
City Administrator

EXHIBIT D

SUMMARY OF ACCEPTED PUBLIC INFRASTRUCTURE COSTS

[illegible]

RESOLUTION NO. 66-24

Approving Agreement for Engineering Services between the City of Dyersville and HDR Engineering, Inc. for 2025 RAISE Grant Preparation and Submittal for the 12th Ave SW and 13th Ave SE Connector Over North Fork Maquoketa River Project

WHEREAS, an agreement between the City and HDR Engineering, Inc., Omaha, Nebraska, has been prepared (the “Engineering Service Agreement”); and

WHEREAS, this City Council has reviewed and considered the Engineering Service Agreement on November 4, 2024; 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 City Administrator and City Clerk are authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Engineering Service Agreement has been presented to this City Council.

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

Passed and approved on November 4, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER #2024-01**

THIS AGREEMENT is made as of this 4th day of November, 2024, between City of Dyersville (“OWNER”) a municipal corporation, with principal offices at 340 1st Ave E, Dyersville, IA 52040, and HDR ENGINEERING, INC., (“ENGINEER”) for services in connection with the project known as 2025 RAISE Grant Application (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit C, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Lump Sum. The amount of the lump sum is Fifty-Five Thousand Three Hundred Dollars (\$55,300).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services. Fee estimate is shown in Exhibit B.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

within the time period(s) described in Exhibit A.

as follows:

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF DYERSVILLE

“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

“ENGINEER”

BY: Matthew B. Tondl

NAME: _____

Matthew B. Tondl

TITLE: _____

Senior Vice President

ADDRESS: _____

1917 S 67th Street

Omaha, NE 68106

EXHIBIT A
SCOPE OF SERVICES and SCHEDULE

EXHIBIT A

SCOPE OF SERVICES

Objective: The City of Dyersville (City) seeks to submit a Fiscal Year (FY) 2025 RAISE Grant Application.

Background: HDR Engineering Inc. has previously submitted applications for RAISE under the FY 2022 and 2023 and 2024 opportunities and this proposed scope of services will provide an update to the FY 2024 document focusing on recent USDOT debrief comments and the Benefit Cost Analysis. Proposed adjustments include further refinement of the application narrative and Benefit Cost Analysis in coordination with WHKS. The FY 2025 application will be structured to incorporate current guidance as well as feedback from the debrief held in October 2024 as well as comments from independent BCA reviewers. The revised application will be structured to meet the selection and merit criteria presented in the Notice of Funding Opportunity (NOFO) once it is published on Grants.gov. The application deadline not currently known but is anticipated to be in February 2024.

The Scope of Services to be performed by the Consultant shall include the Services and supplies for the following tasks:

FY 2024 RAISE GRANT APPLICATION

1.0 PROJECT COORDINATION

1.1 Monthly Progress Report

The Consultant shall prepare and submit Monthly progress updates (1-page) via email. The Consultant shall inform the City of services required which may not be included in the scope of the design services contract approved by the City for this Project. It will be the responsibility of the Consultant to make the City aware of potential amendments to the contract before the services are rendered.

1.2 Coordination and Progress Meetings

The Consultant shall meet with the City or its designated representative to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, promote a dialog between the various entities, improve the decision-making process, and expedite development. The consultant shall keep documentation of communications. In addition to the as needed phone calls, emails, and teleconferences, Anticipated Scheduled Meetings are listed below:

- Kickoff Meeting (1)
- Scheduled Progress with the City of Dyersville (3)
- Bi-Weekly team Coordination Meetings between HDR/WHKS (5)
- Application Submittal Meeting (1)

Assumptions:

1.2 – Meetings identified in this task will be virtual meetings.

2.0 BENEFIT-COST ANALYSIS

HDR would follow a six-step process in updating the previously prepared BCA:

2.1 Independent BCA Reviews. HDR will provide independent BCA reviews from other economists not involved with this specific project for an outside perspective for feedback and areas of BCA improvement.

2.2 Update Baseline. Incorporate changes to project cost and schedule into the BCA model.

- 2.3 Investigate Replica Data.** HDR will review Replica data for the project are to identify supplemental data on traffic and active transportation uses.
- 2.4 Update Public Benefit Categories.** Incorporate updates in traffic data, including any information gathered from Replica, crash data, flood data, and other public benefits. HDR will include information gathered from Dyersville’s BRIC grant project to further support information on flooding probabilities.
- 2.5 Update Benefit-Cost Model.** HDR will incorporate updates to the 2024 USDOT BCA Guidance parameters, and feedback provided during the previous submission’s USDOT debrief call.
- 2.6 Update Benefit-Cost Results and Conduct Sensitivity of Key Inputs.** HDR will validate the model results and conduct sensitivity tests by changing of key inputs per USDOT Guidance.
- 2.7 Document Results.** HDR will include a benefit-cost analysis narrative (formerly called a technical appendix), which is required as part of the RAISE application, as well as a brief write-up for the appropriate section in the application narrative. The updated BCA narrative will include detailed information on any assumptions or approaches that are not contained in the USDOT Guidance.

2.8 Deliverables:

- ✓ Updated BCA model in Excel (unlocked)
- ✓ Updated BCA narrative appendix
- ✓ Updated BCA section in merit narrative

Assumptions:

2.0 – BCA Update will be with current information and assumes the 2024 NOFO does not require new data.

2.1 – WHKS will provide input on the traffic and safety elements in the BCA as well as the schedule and estimate of cost updates.

3.0 RAISE GRANT APPLICATION PREPARATION

HDR will update the grant application by completing the following tasks:

- 3.1 Review the narrative for 2025 RAISE Application.** The narrative will follow USDOT’s recommended outline and approach for describing the project, its costs, funding, benefits, and alignment with the merit criteria, building on previous efforts and feedback from the USDOT debrief. HDR will review and update the merit criteria narrative in areas that can be strengthened. BCA Narrative will be revised to strengthen the supporting documentation as recommended from the USDOT Debrief. Statements made in the application will be data backed by authors where feasible. Content that HDR will lead refinement on includes:

Additional enhancement to merit criteria sections. These enhancements will be cross-referenced to the scoring rubric of the NOFO.

- Updates will include clarification of flooding frequency and incorporation of data from City of Dyersville BRIC grant
- Updates will include information from any additional public engagement efforts and updated progress on the project made by the City of Dyersville

QC/technical edit/review of the application – HDR will provide quality review, editing, and review.

Graphics – HDR will add callouts and up to five (5) graphics to enhance data and key points in the narrative and will update the narrative detailing the project scope, budget, schedule.

- 3.2 Update the Letter of Support and Letter of Commitment Templates and Project Summary Sheet.** HDR will update the letter of support and project summary sheet that can be distributed while gathering letters of support and political support for the project. HDR will also update the letter of funding commitment.
- 3.3 Grant Form Support and Application Submittal.** HDR will assist the City in completing the grant application forms and assist the city in the submittal of the application on the grants.gov website.

Deliverables:

- ✓ Updated FY 2025 RAISE Application (Word, PDF when final)
- ✓ Updated letter of support template (Word)
- ✓ Updated letter of commitment template (Word)
- ✓ Updated project summary sheet (PDF)
- ✓ Updated required standard forms (Pdf)

Assumptions:

- 3.0 – Application preparation scope was developed assuming the 2025 NOFO criteria does significantly change from the 2024 RAISE Grant criteria.
- 3.1 – The City of Dyersville will be responsible for distributing the letter of support and getting them back to HDR. The City will also be responsible for printing the project summary sheet for distribution.
- 3.2 – WHKS/The Lovely City will be providing updates required for the following elements in the application – Safety, Mobility, community connectivity, partnership.
- 3.3 - The City will submit the application with assistance from HDR during a virtual screen share meeting (Application Submittal Meeting)

SCHEDULE

The Scope of Services shall be completed in accordance with the following schedule unless modified by mutual agreement or by factors beyond the control of the Consultant:

Antp. Contract Approval _____ November 5, 2024

Antp. Tentative Project Start Date _____ November 12, 2024

Independent BCA Reviews _____ November 22, 2024

Kickoff Meeting/NOFO Date _____ November 19, 2024

Letter of Support Update _____ November 22, 2024

City Progress Meetings (includes Draft Submittal Review meeting) (3) _____ November 2023 -February 2024

HDR/WHKS Coordination Meeting bi-weekly (5) _____ November 2023 -February 2024

Budget for Letter of Commitment _____ 2 weeks prior to council meeting

HDR/WHKS/TheLovelyCity Re-Review Narrative with New NOFO and update/refine _____ December 12, 2024

Update BCAs and Independent BCA Update Reviews _____ 4-weeks prior to Draft Submittal

Draft Submittal _____ **3-weeks prior to Final Submittal**

Submit 2024 RAISE Grant _____ **2 – weeks prior to Grant Deadline**

***Schedule will adjust once NOFO submittal date**

Assumption – Deadline for RAISE is anticipated and not known. Nov 22 – Feb 28 (~90 Days) is anticipated and scoped. Actual dates to schedule above will be assigned once NOFO is issued.

EXHIBIT B
ESTIMATE OF RESOURCES AND FEE



ESTIMATE OF RESOURCES AND FEE

2025 RIASE GRANT APPLICATION

2025 RAISE GRANT APPLICATION							PROJECT MANAGEMENT		ECONOMIST		GRANT WRITING SPECIALIST		PROJECT CONTROLLER		TOTAL HOURS BY TASK		FEE BY TASK	
1.0 Project Coordination																		
1.1	Monthly Reporting		4		-								3		7		\$	1,350
1.2	Coordination and Progress Meetings		10		4						20		-		34		\$	5,970
2.0 RAISE Benefit-Cost Analysis																		
2.1	Independent BCA Reviews		-		30					-			-		30		\$	6,540
2.2	Update Baseline		-		6					-			-		6		\$	970
2.3	Investigate Replica Data		-		24					-			-		24		\$	3,380
2.4	Update Public Benefit Categories		-		40					-			-		40		\$	6,490
2.5	Update Benefit-Cost Model [Incorporate USDOT Guidance]		-		24					-			-		24		\$	3,380
2.6	Update Benefit-Cost and Sensitivity of Key Inputs		-		12					-			-		12		\$	1,940
2.7	Document Results		-		30					-			-		30		\$	5,290
2.8	DELIVERABLE: Benefit-Cost Analysis Model and Benefit-Cost Analysis Tech Appx		-		4					-			-		4		\$	1,100
3.0 RAISE Grant Application Preparation																		
3.1	Revise and Restructure narrative for 2025 RAISE Application		4		-					128			-		132		\$	16,540
3.2	Update the of Letter of Support Template and Create Project Summary Sheet		-		-					9			-		9		\$	1,550
3.3	RAISE 2025 Grant Form Support and Application Submittal		-		-					2			-		2		\$	400
TOTAL HOURS BY CLASSIFICATION			18		174					159			3		354		\$	55,300

PROJECT TOTAL	FEE ESTIMATE
\$55,300	

EXHIBIT C
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Consulting Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue 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 any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

15. ALLOCATION OF RISK

OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

19 OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

20. FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2025

DATE

10/2

Item 24.

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyds of London		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 21102917**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P1001412400	6/1/2024	6/1/2025	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2025 RAISE GRANT APPLICATION

CERTIFICATE HOLDER**CANCELLATION** See Attachment

21102917
CITY OF DYERSVILLE
340 1ST AVENUE E
DYERSVILLE IA 52040

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

This endorsement, effective: 06/01/2024 - 06/01/2025

Forms a part of policy no.: P1001412400

Issued to: HDR Engineering, Inc.

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person or other employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

- 1. First Named Insured** means the Named Insured shown in Item 1. of Declarations.
- 2. Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same



CERTIFICATE OF LIABILITY INSURANCE

DATE (10/ Item 24.

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com FAX (A/C No): 1-888-467-2378																					
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER C:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Fire Insurance Company	23035	INSURER B:	Ohio Casualty Insurance Company	24074	INSURER C:	Liberty Insurance Corporation	42404	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Liberty Mutual Fire Insurance Company	23035																				
INSURER B:	Ohio Casualty Insurance Company	24074																				
INSURER C:	Liberty Insurance Corporation	42404																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W35940320

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-034	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-044	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EUO (25) 57919363	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-014	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Dyersville 340 1st Avenue E Dyersville, IA 52040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: 2025 RAISE Grant Application.

Additional Insured: Owner.

Policy Number: TB2-641-444950-034

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-034

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: TB2-641-444950-034

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: TB2-641-444950-034

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-641-444950-034
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

POLICY NUMBER: TB2-641-444950-034

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE**Name Of Person(s) Or Organization(s):**

As required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: AS2-641-444950-044

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE**Name Of Person(s) Or Organization(s):**

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-044
 Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIERS COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the CoverageForm.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: AS2-641-444950-044

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-014
\$

Effective Date 06/01/2024

Premium

Issued to:HDR Engineering, Inc.

Policy Number TB2-641-444950-034
 Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number ATB2-6426661952566

Endorsement by siberdy L udit l Mre Q3urt ace Fomnt ay

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

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 L ECEV FAVVQSV FEOSVARS PAVC
 RAVARS FEOSVARS PAVC
 CVUFGSVT FEOSVARS PAVC
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 TSsMONTUVSY CVUFGSV SKFSTT sQA: QOX FEOSVARS PAVC
 FEL L SVFQAs RSNSVAs sQA: QOX FEOSVARS PAVC
 SKFSTT FEL L SVFQAs RSNSVAs sQA: QOX FEOSVARS PAVC
 PVEYUFCTFEL PsSCSY EPSVACENT sQA: QOX FEOSVARS PAVC
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Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
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NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-014 Effective Date 06/01/2024

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.

RESOLUTION NO. 67-24

Approving Agreement for Engineering Services between the City of Dyersville and WHKS and Company for 2025 RAISE Grant Preparation and Submittal for the 12th Ave SW and 13th Ave SE Connector Over North Fork Maquoketa River Project

WHEREAS, an agreement between the City and WHKS and Company, East Dubuque, Illinois, has been prepared (the "Engineering Service Agreement"); and

WHEREAS, this City Council has reviewed and considered the Engineering Service Agreement on November 4, 2024; 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 City Administrator and City Clerk are authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Engineering Service Agreement has been presented to this City Council.

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

Passed and approved on November 4, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Dyersville, IA** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **2025 RAISE Grant Application Assistance**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Professional Services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$23,450 including Expenses.

Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.

Executed this _____ day of November, 2024

City of Dyersville

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By:  _____

Printed Name: Derek J. Thomas, P.E.

Title: Vice President

Exhibit A to Professional Services Agreement

A. Project Description

The City of Dyersville is pursuing federal grant funding for bridge and roadway projects connecting 12th Ave. SW to 13th Ave. SE over North Fork Maquoketa River, 7th St. SW to 1st Ave. W over Bear Creek, and a Railroad overpass on Beltline Rd. WHKS, with Lovely City Consulting as Subconsultant to WHKS, will review current grant information, perform community engagement activities, and summarize findings for the upcoming RAISE application. Work will primarily focus on providing supporting data, materials, and review for the project Benefit-Cost Analysis (BCA). HDR Engineering will be responsible for incorporating all work into the final grant application under a separate agreement with the City of Dyersville.

B. Scope of Services Provided Under This Agreement:

1. **Project Management and Meetings (WHKS)**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend meetings for the project:
 - Kick off meeting
 - 3 project update meetings (virtual) with the City of Dyersville
 - 8 project coordination meetings with HDR

2. **Traffic Data Analysis and Updates (WHKS)**

- Review previous traffic models, analysis, and reports.
- Update traffic models/analysis to provide data to HDR for inclusion in BCA.
- Provide updated crash analysis information.
- Provide recommendations for additional data collection or analysis needed for BCA.
- Fee based on: WHKS - 20 hours.

3. **Updated Community Demographic and Transportation Access Impacts Report (Lovely City Consulting)**

- Provide an updated Community Demographic and Transportation Access Impacts Report to include:
 - American Community Survey data by smallest geography available (tract or block group)
 - Households without access to a vehicle
 - Households with one or more member(s) with a disability.
- Additional targeted community engagement of low-income residents, at-risk road users (K-12 students, seniors, residents with disabilities), caregivers and/or service providers.
- Fee based on: Lovely City - 42 hours

4. Grant Application (WHKS & Lovely City Consulting)

- Review BCA criteria and guidance for 2025 application
- Review final project narrative
- Review traffic data included in the final BCA
- Fee based on: WHKS - 30 hours, Lovely City - 20 hours

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Final grant application creation, assembly, and/or submittal
2. New or updated engineering data for BCA other than data included in items above.
3. Traffic engineering services
4. Graphic design



STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

RESOLUTION NO. 68-24**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR AND CITY CLERK TO MAKE THE APPROPRIATE INTERFUND TRANSFER OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR FY 2024 FOR THE CITY OF DYERSVILLE, IOWA**

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

SECTION 1: Authorize the City Administrator and City Clerk to Transfer Funds. That the City Administrator and City Clerk be and is hereby authorized by the City Council to make the appropriate interfund transfer of sums and record the same appropriately for FY 2024.

SECTION 2: Transfer of Funds. The City Administrator and City Clerk will transfer the following sums and appropriately record the same as attached and labeled as “Reclassifying Journal Entries” Workpaper.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dyersville, State of Iowa, this 4th day of November, 2024.

CITY OF DYERSVILLE, IOWA

BY: _____
Jeff Jacque, Mayor

ATTEST:

BY: _____
Tricia L. Maiers, City Clerk

Client: CITY OF DYERSVILLE
Engagement: 6/30/2024 Preparation
Current Period: 06/30/2024
Workpaper: RJE: Reclassifying Journal Entries

Account	Description	Debit	Credit
RJE-1			
To reclassify debt service payments from RUT fund to Debt Service fund.			
110-5-959-0-69100	TRANSFERS OUT	5,475.00	0.00
200-5-708-7-68012	BOND PAYMENT	5,000.00	0.00
200-5-708-7-68512	BOND INTEREST PAYMENT	475.00	0.00
110-5-710-7-68012	BOND PAYMENT	0.00	5,000.00
110-5-710-7-68512	BOND INTEREST PAYMENT	0.00	475.00
200-4-950-0-4-48300	TRANSFERS IN	0.00	5,475.00
Total		10,950.00	10,950.00

RJE-2			
To reclassify debt service payments from TIF fund to Debt Service fund.			
135-5-959-0-69100	TRANSFERS OUT	707,476.73	0.00
200-5-708-7-68012	BOND PAYMENT	550,000.00	0.00
200-5-708-7-68512	BOND INTEREST PAYMENT	157,476.73	0.00
135-5-520-7-68012	BOND PAYMENT	0.00	550,000.00
135-5-520-7-68512	BOND INTEREST PAYMENT	0.00	157,476.73
200-4-950-0-4-48300	TRANSFERS IN	0.00	707,476.73
Total		1,414,953.46	1,414,953.46

RJE-3			
To reclassify grant proceeds to capital contribution account.			
602-4-950-0-4-48200	BOND PROCEEDS	1,193,813.32	0.00
601-4-950-0-4-48200	BOND PROCEEDS	1,267,143.00	0.00
600-0-000-03100-000	FUND BALANCE	1,891,817.70	0.00
600-4-810-9-3-47052	Capital contributions	0.00	1,891,817.70
602-0-000-03100-000	FUND BALANCE	0.00	624,674.70
601-0-000-06912-000	Fund Balance	0.00	1,267,143.00
602-1-1030-000	CLAIM ON POOLED CASH FIDELITY	0.00	569,138.62
612-1-1030-000	CLAIM ON POOLED CASH FIDELITY	569,138.62	0.00
612-4-810-9-3-47052	CAPITAL CONTRIBUTIONS	0.00	569,138.62
Total		4,921,912.64	4,921,912.64

RJE-4			
To reclassify debt payments.			
601-5-959-9-69100	TRANSFERS OUT	163,529.70	0.00
601-5-710-9-68012	BOND PAYMENT	0.00	70,274.00
601-5-710-9-68512	BOND INTEREST PAYMENT	0.00	93,255.70
611-5-710-9-68012	BOND PAYMENT	464,466.00	0.00
611-5-710-9-68512	BOND INTEREST PAYMENT	0.00	353,939.93
611-4-815-9-4-48300	TRANSFERS IN	0.00	110,526.07

200-5-708-7-68012	BOND PAYMENT	45,000.00	0.00
200-5-708-7-68512	BOND INTEREST PAYMENT	8,003.63	0.00
200-4-710-7-4-48300	TRANSFERS IN	0.00	53,003.63
Total		680,999.33	680,999.33

RJE-5

To adjust This is Iowa Ballpark project payments.

128-5-958-1-68015	THIS IS IOWA BALLPARK	2,042,252.16	0.00
128-1-1030-000	CLAIM ON POOLED CASH FIDELITY	0.00	2,042,252.16
301-1-1030-000	CLAIM ON POOLED CASH FIDELITY	2,042,252.16	0.00
301-5-723-8-64063	ENGINEERS FEES	0.00	1,193,495.96
301-5-723-8-64322	CONTRACTED SERVICES	0.00	848,756.20
Total		4,084,504.32	4,084,504.32

RJE-6

To adjust capital project payments to the correct fund.

301-1-1030-000	CLAIM ON POOLED CASH FIDELITY	110,284.41	0.00
301-5-723-8-64063	ENGINEERS FEES	0.00	9,450.00
301-5-723-8-64322	CONTRACTED SERVICES	0.00	100,834.41
602-5-723-9-64322	CONTRACTED SERVICES	74,523.02	0.00
602-1-1030-000	CLAIM ON POOLED CASH FIDELITY	0.00	74,523.02
612-5-723-9-64322	CONTRACTED SERVICES	35,761.39	0.00
612-1-1030-000	CLAIM ON POOLED CASH FIDELITY	0.00	35,761.39
602-1-1030-000	CLAIM ON POOLED CASH FIDELITY	476,906.97	0.00
602-5-723-9-64063	ENGINEERS FEES	0.00	476,906.97
612-5-723-9-64063	ENGINEERS FEES	476,906.97	0.00
612-1-1030-000	CLAIM ON POOLED CASH FIDELITY	0.00	476,906.97
301-1-1030-000	CLAIM ON POOLED CASH FIDELITY	21,847.50	0.00
301-5-723-8-64063	ENGINEERS FEES	0.00	21,847.50
602-5-723-9-64322	CONTRACTED SERVICES	21,847.50	0.00
602-1-1030-000	CLAIM ON POOLED CASH FIDELITY	0.00	21,847.50
Total		1,218,077.76	1,218,077.76

RJE-7

To record transfers and correct prior year entry.

128-5-959-0-69100	Transfers Out	172,821.00	0.00
128-1-1030-000	CLAIM ON POOLED CASH FIDELITY	0.00	172,821.00
301-1-1030-000	CLAIM ON POOLED CASH FIDELITY	140,904.00	0.00
301-4-750-8-4-48300	Transfers In	0.00	140,904.00
301-1-1030-000	CLAIM ON POOLED CASH FIDELITY	206,716.00	0.00
301-4-750-8-4-48300	Transfers In	0.00	206,716.00
001-1-1030-000	CLAIM ON POOLED CASH FIDELITY	141,657.00	0.00
001-4-950-0-4-48300	Transfers In	0.00	141,657.00
121-5-959-0-69100	Transfers Out	316,455.00	0.00
121-1-1030-000	CLAIM ON POOLED CASH FIDELITY	0.00	316,455.00
612-2-3920-000	TRANSFERS IN	2,775,158.49	0.00
612-3-2590-000	UNRESERVED FUND BALANCE	0.00	2,775,158.49
611-1-1030-000	CLAIM ON POOLED CASH FIDELITY	97,346.55	0.00
611-4-815-9-4-48300	TRANSFERS IN	0.00	97,346.55

601-5-959-9-69100	TRANSFERS OUT	97,346.55	0.00
601-1-1030-000	CLAIM ON POOLED CASH FIDELITY	0.00	97,346.55
Total		<u>3,948,404.59</u>	<u>3,948,404.59</u>

RJE-8

To adjust proceeds from sale of water equipment.

610-1-1030-000	CLAIM ON POOLED CASH FIDELITY	90,000.00	0.00
610-4-950-0-4-48100	SALE OF EQUIPMENT	0.00	90,000.00
001-4-950-0-4-48100	SALE OF EQUIPMENT	90,000.00	0.00
001-1-1030-000	CLAIM ON POOLED CASH FIDELITY	0.00	90,000.00
Total		<u>180,000.00</u>	<u>180,000.00</u>

GRAND TOTAL

<u>16,459,802.10</u>	<u>16,459,802.10</u>
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