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## 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 - April 20, 2026
- 3. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - March 10, 2026
- 4. Request** from the Dyersville Area Chamber of Commerce to use Legacy Square for the June 12, 2026 Downtown Summer Nights. They would also like to close 2nd St SW in front of St. Francis Xavier School between 2nd Ave & 3rd Ave SW & the block of 2nd Ave SW between 1st & 2nd St SW for the area fire department water ball contest and kid games. Downtown Summer Nights will be from 5:30 pm - 9:00 pm.
- 5. Authorize Mayor to Sign** Letter of Agreement with Major League Baseball
- 6. Set Date for Public Hearing** on amendment of current city budget for fiscal year ending June 30, 2026. Set date for May 18, 2026 at 6:00 P.M.
- 7. Receive & File** City Administrator Deferral Compensation Calculation
- 8. Receive & File** Nuisance - Lumber Specialties - submitted on behalf of Mona Westermeyer and Peter Adams
- 9. Receive & File** 2026 Water Quality Report.
- 10. Miscellaneous Correspondence** Iowa Department of Transportation - Patching US HWY 20
- 11. Miscellaneous Correspondence** Keep Iowa Beautiful - April 2026

**12. Miscellaneous Correspondence** Greater Dubuque Development Corporation - April 2026

**ACTION ITEMS**

- 13. 6:00 P.M. Public Hearing** for approval of development agreement with Liberty Investment Company and authorization of annual appropriation tax increment payments
- 14. Resolution No. 40-26** approving development agreement with Liberty Investment Company, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement
- 15. 6:00 P.M. Public Hearing** for approval of development agreement with Spiegel Family Realty Company Iowa, LLC and authorization of annual appropriation tax increment payments
- 16. Resolution No. 41-26** approving development agreement with Spiegel Family Realty Company Iowa, LLC, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement
- 17. 6:00 P.M. Public Hearing** for approval of development agreement with Willow Pear, LLC and authorization of annual appropriation tax increment payments
- 18. Resolution No. 42-26** approving development agreement with Willow Pear, LLC, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement
- 19. 6:00 P.M. Public Hearing** for approval of development agreement with Feature Properties, LLC and authorization of annual appropriation tax increment payments
- 20. Resolution No. 43-26** approving development agreement with Feature Properties LLC, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement
- 21. Resolution No. 44-26** amending Section 9.1 (Holiday Time) of the City of Dyersville Employee Policy Handbook
- 22. Resolution No. 45-26** amending the City of Dyersville Employee Policy Handbook to establish a Personal Leave Policy under Section 12.8, and remove Casual Days from Section 11.1(b), effective January 1, 2027

**COUNCIL COMMENTS**

**ADJOURNMENT**



Dyersville, IA

# Expense Approval Register

Item 1.

et: APPKT02226 - 05.04.26 Complete AP Bills List

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
<b>Fund: 001 - GENERAL FUND</b>					
<b>Department: 110 - POLICE</b>					
POMP'S TIRE SERVICE	770062209	Repair Flat Tire	001-5-110-1-63320	VEHICLE REPAIRS	23.54
MM MECHANICAL	i9469	Beam clamps	001-5-110-1-65407	DEPARTMENT SUPPLIES	9.39
<b>Department 110 - POLICE Total:</b>					<b>32.93</b>
<b>Department: 150 - FIRE</b>					
PRIER REFRIGERATION & MA...	1638	Install Furnace	001-5-150-1-63180	BUILDINGS/GROUNDS MAIN...	3,985.16
<b>Department 150 - FIRE Total:</b>					<b>3,985.16</b>
<b>Department: 180 - MISC. COMMUNITY PROTECTION</b>					
MIDWEST PATCH / HI VIZ SA...	4362	Traffic Signs	001-5-180-1-65100	TRAFFIC SIGNS	1,854.75
<b>Department 180 - MISC. COMMUNITY PROTECTION Total:</b>					<b>1,854.75</b>
<b>Department: 210 - TRANSPORTATION</b>					
GIANT WASH	26104	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	26113	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
JEFF'S AUTO SERVICE	174781	Oil Change/Rotate Tires/Filte...	001-5-210-2-63320	VEHICLE REPAIRS	542.73
PRIER REFRIGERATION & MA...	1634	Toilet Repair	001-5-210-2-65407	DEPARTMENT SUPPLIES	386.48
ACE HARDWARE	272469	Bits	001-5-210-2-65407	DEPARTMENT SUPPLIES	7.19
JOHN DEERE FINANCIAL	6105131	Oil dry	001-5-210-2-65407	DEPARTMENT SUPPLIES	120.89
JOHN DEERE FINANCIAL	6106082	paint primer thinner and cab...	001-5-210-2-65407	DEPARTMENT SUPPLIES	65.94
JOHN DEERE FINANCIAL	6109246	Nuts, bolts	001-5-210-2-65407	DEPARTMENT SUPPLIES	37.57
TOYS FOR TRUCKS	SODBQ-4926	Spray in Bedliner	001-5-210-2-67270	NEW EQUIPMENT	750.00
<b>Department 210 - TRANSPORTATION Total:</b>					<b>1,915.54</b>
<b>Department: 410 - LIBRARY</b>					
GIANT WASH	26104	Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	2.37
GIANT WASH	26113	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	13.12
<b>Department 410 - LIBRARY Total:</b>					<b>15.49</b>
<b>Department: 430 - PARKS</b>					
JOHN DEERE FINANCIAL	W70663	Service and Inspect Bunker R...	001-5-430-4-63320	VEHICLE REPAIRS	708.68
JOHN DEERE FINANCIAL	W70662	Service and Inspect Bunker R...	001-5-430-4-63321	EQUIPMENT REPAIR	233.86
HEFEL PORTABLE SERVICES L...	6062	Portable Restroom Service	001-5-430-4-64322	CONTRACTED SERVICES	1,075.00
EVERGREEN LAWN CARE	19368	trees for westside	001-5-430-4-64326	TREE MAINTENANCE SERVIC...	3,000.00
ACE HARDWARE	272469	Door stops bits	001-5-430-4-65407	DEPARTMENT SUPPLIES	23.73
ACE HARDWARE	272547	Nuts, Bolts, Washers, Screws	001-5-430-4-65407	DEPARTMENT SUPPLIES	25.44
ACE HARDWARE	272664	Contact Cement/Chip Brush	001-5-430-4-65407	DEPARTMENT SUPPLIES	33.98
ACE HARDWARE	272710	batteries/odor control	001-5-430-4-65407	DEPARTMENT SUPPLIES	33.93
MUSCO SPORTS LIGHTING	451454	Fuses	001-5-430-4-65407	DEPARTMENT SUPPLIES	20.00
MUSCO SPORTS LIGHTING	451959	Fuses	001-5-430-4-65407	DEPARTMENT SUPPLIES	50.18
JOHN DEERE FINANCIAL	6104684	Cable Ties	001-5-430-4-65407	DEPARTMENT SUPPLIES	22.98
JOHN DEERE FINANCIAL	6109628	Cable Ties & rope	001-5-430-4-65407	DEPARTMENT SUPPLIES	48.96
<b>Department 430 - PARKS Total:</b>					<b>5,276.74</b>
<b>Department: 445 - AQUATIC CENTER</b>					
ACCO	0261646-IN	Gemini Vacuum Repair - Mot...	001-5-445-4-63321	EQUIPMENT REPAIR	1,504.63
ACCO	0261647-IN	Gemini Vacuum Repair - Mot...	001-5-445-4-63321	EQUIPMENT REPAIR	1,673.85
<b>Department 445 - AQUATIC CENTER Total:</b>					<b>3,178.48</b>
<b>Department: 460 - COMMUNITY CENTER</b>					
TJ CLEANING SERVICES	04.23.26 Social Center	Cleaning Service - Social Cent...	001-5-460-4-64322	CONTRACTED SERVICES	175.00
TJ CLEANING SERVICES	04.30.26 Social Center	Cleaning Service - Social Cent...	001-5-460-4-64322	CONTRACTED SERVICES	137.50
PRIER REFRIGERATION & MA...	1634	Toilet Repair	001-5-460-4-64322	CONTRACTED SERVICES	144.81
GIANT WASH	26104	Mats - Soc Ctr	001-5-460-4-64322	CONTRACTED SERVICES	2.37
GIANT WASH	26113	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
<b>Department 460 - COMMUNITY CENTER Total:</b>					<b>472.80</b>

## Expense Approval Register

Packet: APPKT02226 - 05.04.26 Complete Item 1. st

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
<b>Department: 650 - CITY HALL &amp; GEN BLDGS</b>					
TJ CLEANING SERVICES	04.23.26 City Hall	Cleaning Service - City Hall - ...	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
TJ CLEANING SERVICES	04.30.26 City	Cleaning Service - City Hall - ...	001-5-650-6-64322	CONTRACTED SERVICES	250.00
APPLIANCE PLUS INC	APLPWIN2802	Repair Dryer Issue	001-5-650-6-64322	CONTRACTED SERVICES	127.50
GIANT WASH	26104	Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	25.62
GIANT WASH	26113	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	13.12
<b>Department 650 - CITY HALL &amp; GEN BLDGS Total:</b>					<b>666.24</b>
<b>Department: 670 - OTHER GENERAL GOVT</b>					
TYLER TECHNOLOGIES	025-550584	Software Project Manageme...	001-5-670-6-62100	DUES/SUBSCRIPTIONS	250.00
TYLER TECHNOLOGIES	CI100-00275505	Dues/Subscription - Tyler Ti...	001-5-670-6-62100	DUES/SUBSCRIPTIONS	10,928.55
TYLER TECHNOLOGIES	025-550204	Software Training - 1st Sessi...	001-5-670-6-62300	MEETINGS/TRAINING	145.00
TYLER TECHNOLOGIES	025-550862	Software Training - 2nd Train...	001-5-670-6-62300	MEETINGS/TRAINING	290.00
MAIERS, TRICIA	04.17.26	IMFOA Spring Conference - ...	001-5-670-6-62300	MEETINGS/TRAINING	250.05
<b>Department 670 - OTHER GENERAL GOVT Total:</b>					<b>11,863.60</b>
<b>Fund 001 - GENERAL FUND Total:</b>					<b>29,261.73</b>
<b>Fund: 112 - TRUST AND AGENCY FUND</b>					
<b>Department: 460 - COMMUNITY CENTER</b>					
LOPEZ, GERADO	04.18.26	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
EVETT, CHELSEA	04.19.26	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
THREE RIVERS FS COMPANY	04.29.26	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
<b>Department 460 - COMMUNITY CENTER Total:</b>					<b>300.00</b>
<b>Fund 112 - TRUST AND AGENCY FUND Total:</b>					<b>300.00</b>
<b>Fund: 135 - DYERSVILLE TIF DIST FUND</b>					
<b>Department: 701 - DEBT SERVICE</b>					
JCDUB LLC	04.21 2026	JCDUB, LLC TIF Rebate	135-5-701-5-68018	TAX REBATE	1,166.55
<b>Department 701 - DEBT SERVICE Total:</b>					<b>1,166.55</b>
<b>Fund 135 - DYERSVILLE TIF DIST FUND Total:</b>					<b>1,166.55</b>
<b>Fund: 301 - CAPITAL PROJECTS FUND</b>					
<b>Department: 723 - CAPITAL PROJECT</b>					
VOLKENS INC	5505	Directional Boring - FOD	301-5-723-8-64322	CONTRACTED SERVICES	4,930.00
<b>Department 723 - CAPITAL PROJECT Total:</b>					<b>4,930.00</b>
<b>Fund 301 - CAPITAL PROJECTS FUND Total:</b>					<b>4,930.00</b>
<b>Fund: 600 - WATER FUND</b>					
<b>Department: 810 - WATER</b>					
IOWA ONE CALL	280453	Locates	600-4-810-9-1-45515	WATER/SEWER LINE LOCATES	82.20
GIANT WASH	26104	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	11.87
GIANT WASH	26113	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	14.58
GIANT WASH	26104	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
GIANT WASH	26113	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
HAWKINS WATER TREATME...	7406602	Azone/LPC-1	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,343.55
HAWKINS WATER TREATME...	7406604	Azone/LPC-1	600-5-810-9-65407	DEPARTMENT SUPPLIES	996.84
<b>Department 810 - WATER Total:</b>					<b>2,453.78</b>
<b>Fund 600 - WATER FUND Total:</b>					<b>2,453.78</b>
<b>Fund: 610 - SEWER FUND</b>					
<b>Department: 815 - SEWER</b>					
IOWA ONE CALL	280453	Locates	610-4-815-9-1-45515	WATER/SEWER LINE LOCATES	82.20
GIANT WASH	26104	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	26113	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	26104	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	21.36
GIANT WASH	26113	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	18.65
CITY OF DUBUQUE - WRR	18095	Wastewater Testing	610-5-815-9-64317	TESTING	40.00
CITY OF DUBUQUE - WRR	18096	Wastewater Testing 33552	610-5-815-9-64317	TESTING	40.00
AUTOMATIC SYSTEMS CO	044915	Service Repair	610-5-815-9-64322	CONTRACTED SERVICES	175.00
ACE HARDWARE	272717	Extension Cords	610-5-815-9-65407	DEPARTMENT SUPPLIES	239.98
JOHN DEERE FINANCIAL	6102627	Fitting/Nozzle/Adapter	610-5-815-9-65407	DEPARTMENT SUPPLIES	45.96
HAWKINS WATER TREATME...	7406601	Azone	610-5-815-9-65407	DEPARTMENT SUPPLIES	430.68
MM MECHANICAL	i8942	Square D Pole/Circuit Breaker..	610-5-815-9-67274	CAPITAL IMPROVEMENTS/E...	149.95

Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
FL KRAPFL INC	2409	Remove & Replace Clarifier	610-5-815-9-67682	SEWER CAPITAL OUTLAY	55,705.00
CRESCENT ELECTRIC SUPPLY	S514045950.001	1 5/8 SS Strut	610-5-815-9-67682	SEWER CAPITAL OUTLAY	363.86
				<b>Department 815 - SEWER Total:</b>	<b>57,317.38</b>
				<b>Fund 610 - SEWER FUND Total:</b>	<b>57,317.38</b>

**Fund: 612 - SEWER CAPITAL ACCOUNT**

**Department: 723 - CAPITAL PROJECT**

ORIGIN DESIGN CO	83267	Preliminary Design - Westlin...	612-5-723-9-64063	ENGINEERS FEES	9,763.24
				<b>Department 723 - CAPITAL PROJECT Total:</b>	<b>9,763.24</b>
				<b>Fund 612 - SEWER CAPITAL ACCOUNT Total:</b>	<b>9,763.24</b>

**Fund: 670 - SOLID WASTE FUND**

**Department: 840 - SOLID WASTE**

BI-COUNTY DISPOSAL INC	188820	Spring Clean Up	670-5-840-9-64304	SPRING CLEAN-UP LANDFILL ...	3,137.00
BI-COUNTY DISPOSAL INC	188820	Garbage/Recycling Fees	670-5-840-9-64316	CONTRACTS	28,305.84
DYERSVILLE COMMERCIAL	04267882	Spring Clean Up Ad	670-5-840-9-65060	OFFICE SUPPLIES	263.40
				<b>Department 840 - SOLID WASTE Total:</b>	<b>31,706.24</b>
				<b>Fund 670 - SOLID WASTE FUND Total:</b>	<b>31,706.24</b>

**Grand Total: 136,898.92**

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	29,261.73
112 - TRUST AND AGENCY FUND	300.00
135 - DYERSVILLE TIF DIST FUND	1,166.55
301 - CAPITAL PROJECTS FUND	4,930.00
600 - WATER FUND	2,453.78
610 - SEWER FUND	57,317.38
612 - SEWER CAPITAL ACCOUNT	9,763.24
670 - SOLID WASTE FUND	31,706.24
<b>Grand Total:</b>	<b>136,898.92</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-5-110-1-63320	VEHICLE REPAIRS	23.54
001-5-110-1-65407	DEPARTMENT SUPPLIES	9.39
001-5-150-1-63180	BUILDINGS/GROUNDS ...	3,985.16
001-5-180-1-65100	TRAFFIC SIGNS	1,854.75
001-5-210-2-61806	LUECK UNIFORMS	4.74
001-5-210-2-63320	VEHICLE REPAIRS	542.73
001-5-210-2-65407	DEPARTMENT SUPPLIES	618.07
001-5-210-2-67270	NEW EQUIPMENT	750.00
001-5-410-4-65060	OFFICE SUPPLIES	15.49
001-5-430-4-63320	VEHICLE REPAIRS	708.68
001-5-430-4-63321	EQUIPMENT REPAIR	233.86
001-5-430-4-64322	CONTRACTED SERVICES	1,075.00
001-5-430-4-64326	TREE MAINTENANCE SE...	3,000.00
001-5-430-4-65407	DEPARTMENT SUPPLIES	259.20
001-5-445-4-63321	EQUIPMENT REPAIR	3,178.48
001-5-460-4-64322	CONTRACTED SERVICES	472.80
001-5-650-6-63100	BUILDING MAINTENANCE	250.00
001-5-650-6-64322	CONTRACTED SERVICES	377.50
001-5-650-6-65412	BUILDING SUPPLIES	38.74
001-5-670-6-62100	DUES/SUBSCRIPTIONS	11,178.55
001-5-670-6-62300	MEETINGS/TRAINING	685.05
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	300.00
135-5-701-5-68018	TAX REBATE	1,166.55
301-5-723-8-64322	CONTRACTED SERVICES	4,930.00
600-4-810-9-1-45515	WATER/SEWER LINE LO...	82.20
600-5-810-9-61809	RECKER UNIFORMS	26.45
600-5-810-9-61814	HERBERS UNIFORMS	4.74
600-5-810-9-65407	DEPARTMENT SUPPLIES	2,340.39
610-4-815-9-1-45515	WATER/SEWER LINE LO...	82.20
610-5-815-9-61810	MENKE UNIFORMS	4.74
610-5-815-9-61813	REICHER UNIFORMS	40.01
610-5-815-9-64317	TESTING	80.00
610-5-815-9-64322	CONTRACTED SERVICES	175.00
610-5-815-9-65407	DEPARTMENT SUPPLIES	716.62
610-5-815-9-67274	CAPITAL IMPROVEMENT...	149.95
610-5-815-9-67682	SEWER CAPITAL OUTLAY	56,068.86
612-5-723-9-64063	ENGINEERS FEES	9,763.24
670-5-840-9-64304	SPRING CLEAN-UP LAND...	3,137.00
670-5-840-9-64316	CONTRACTS	28,305.84
670-5-840-9-65060	OFFICE SUPPLIES	263.40
<b>Grand Total:</b>	<b>136,898.92</b>	

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	127,135.68

**Project Account Summary**

Project Account Key	Expense Amount
30125040	9,763.24
<b>Grand Total:</b>	<b>136,898.92</b>



Dyersville, IA

# Expense Approval Register

Item 1.

Packet: APPKT02216 - 05.04.26 Bills List - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
<b>Fund: 001 - GENERAL FUND</b>					
<b>Department: 110 - POLICE</b>					
RELIANCE STANDARD	05.2026	Police Insurance	001-5-110-1-61500	GROUP INSURANCE	272.44
ALLIANT ENERGY	04.15.26	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	97.07
ALLIANT ENERGY	04.21.26	Police Department Electricity	001-5-110-1-63710	ELECTRICITY	240.00
ALLIANT ENERGY	04.21.26	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	117.47
WINDSTREAM	04.2026	Police Phone	001-5-110-1-63730	TELEPHONE	136.97
PREFERRED HEALTH CHOICES...	0000008978	HRA Admin	001-5-110-1-64080	INSURANCE PREMIUM	30.00
EMC INSURANCE COMPANIES	7003214106	Insurance Premiums - Police	001-5-110-1-64080	INSURANCE PREMIUM	42,567.00
<b>Department 110 - POLICE Total:</b>					<b>43,460.95</b>
<b>Department: 140 - FLOOD CONTROL</b>					
VERIZON WIRELESS	6142027507	Cell Phone M2M	001-5-140-1-67610	EROSION CONTROL	21.06
<b>Department 140 - FLOOD CONTROL Total:</b>					<b>21.06</b>
<b>Department: 150 - FIRE</b>					
T MOBILE	04.2026	Mobile Internet	001-5-150-1-63730	TELEPHONE	49.66
EMC INSURANCE COMPANIES	7003214106	Insurance Premiums - Fire	001-5-150-1-64080	INSURANCE PREMIUM	33,880.00
EMC INSURANCE COMPANIES	7003214106	Insurance Premiums - Comm...	001-5-150-1-64080	INSURANCE PREMIUM	6,813.00
<b>Department 150 - FIRE Total:</b>					<b>40,742.66</b>
<b>Department: 180 - MISC. COMMUNITY PROTECTION</b>					
ALLIANT ENERGY	04.15.26	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	198.03
ALLIANT ENERGY	04.21.26	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	447.29
<b>Department 180 - MISC. COMMUNITY PROTECTION Total:</b>					<b>645.32</b>
<b>Department: 210 - TRANSPORTATION</b>					
RELIANCE STANDARD	05.2026	Public Works Insurance	001-5-210-2-61500	GROUP INSURANCE	82.22
ALLIANT ENERGY	04.21.26	Public Works - Electricity	001-5-210-2-63710	ELECTRICITY	320.92
T MOBILE	04.2026	Mobile Internet	001-5-210-2-63730	TELEPHONE	49.66
PREFERRED HEALTH CHOICES...	0000008978	HRA Admin	001-5-210-2-64080	INSURANCE PREMIUM	5.95
EMC INSURANCE COMPANIES	7003214106	Insurance Premiums - Public...	001-5-210-2-64080	INSURANCE PREMIUM	48,415.00
<b>Department 210 - TRANSPORTATION Total:</b>					<b>48,873.75</b>
<b>Department: 410 - LIBRARY</b>					
RELIANCE STANDARD	05.2026	Library Insurance	001-5-410-4-61500	GROUP INSURANCE	108.39
ALLIANT ENERGY	04.21.26	Library Electricity	001-5-410-4-63710	ELECTRICITY	853.33
PREFERRED HEALTH CHOICES...	0000008978	HRA Admin	001-5-410-4-64080	INSURANCE PREMIUM	15.00
EMC INSURANCE COMPANIES	7003214106	Insurance Premiums - Library	001-5-410-4-64080	INSURANCE PREMIUM	11,219.00
<b>Department 410 - LIBRARY Total:</b>					<b>12,195.72</b>
<b>Department: 430 - PARKS</b>					
RELIANCE STANDARD	05.2026	Parks Insurance	001-5-430-4-61500	GROUP INSURANCE	25.67
ALLIANT ENERGY	04.15.26	Park Electricity	001-5-430-4-63710	ELECTRICITY	208.51
ALLIANT ENERGY	04.21.26	Park Electricity	001-5-430-4-63710	ELECTRICITY	528.03
WINDSTREAM	04.2026	Parks Phone	001-5-430-4-63730	TELEPHONE	49.55
PREFERRED HEALTH CHOICES...	0000008978	HRA Admin	001-5-430-4-64080	INSURANCE PREMIUM	2.50
EMC INSURANCE COMPANIES	7003214106	Insurance Premiums - Parks	001-5-430-4-64080	INSURANCE PREMIUM	6,801.00
<b>Department 430 - PARKS Total:</b>					<b>7,615.26</b>
<b>Department: 445 - AQUATIC CENTER</b>					
RELIANCE STANDARD	05.2026	Pool Insurance	001-5-445-4-61500	GROUP INSURANCE	25.67
ALLIANT ENERGY	04.21.26	Pool Electricity	001-5-445-4-63710	ELECTRICITY	130.89
PREFERRED HEALTH CHOICES...	0000008978	HRA Admin	001-5-445-4-64080	INSURANCE PREMIUM	2.50
EMC INSURANCE COMPANIES	7003214106	Insurance Premiums - Pool	001-5-445-4-64080	INSURANCE PREMIUM	7,229.00
<b>Department 445 - AQUATIC CENTER Total:</b>					<b>7,388.06</b>

## Expense Approval Register

Packet: APPKT02216 - 05.04.2

Item 1.

H

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
<b>Department: 460 - COMMUNITY CENTER</b>					
ALLIANT ENERGY	04.15.26	Social Center Electricity	001-5-460-4-63710	ELECTRICITY	52.34
<b>Department 460 - COMMUNITY CENTER Total:</b>					<b>52.34</b>
<b>Department: 610 - MAYOR, COUNCIL &amp; CITY ADM</b>					
RELIANCE STANDARD	05.2026	P & A Insurance	001-5-610-6-61500	GROUP INSURANCE	45.69
<b>Department 610 - MAYOR, COUNCIL &amp; CITY ADM Total:</b>					<b>45.69</b>
<b>Department: 620 - CLERK, TREAS &amp; FINANCE</b>					
RELIANCE STANDARD	05.2026	Mayor/Council Insurance	001-5-620-6-61500	GROUP INSURANCE	9.43
<b>Department 620 - CLERK, TREAS &amp; FINANCE Total:</b>					<b>9.43</b>
<b>Department: 650 - CITY HALL &amp; GEN BLDGS</b>					
ALLIANT ENERGY	04.2023 Annex	Electricity - Annex	001-5-650-6-63710	ELECTRICITY	80.25
ALLIANT ENERGY	04.21.26	City Hall Electricity	001-5-650-6-63710	ELECTRICITY	246.38
WINDSTREAM	04.2026	City Hall Phone	001-5-650-6-63730	TELEPHONE	263.26
<b>Department 650 - CITY HALL &amp; GEN BLDGS Total:</b>					<b>589.89</b>
<b>Department: 660 - TORT LIABILITY</b>					
PREFERRED HEALTH CHOICES...	0000008978	HRA Admin	001-5-660-6-64080	INSURANCE PREMIUM	1.75
EMC INSURANCE COMPANIES	7003214106	Insurance Premiums - P & A	001-5-660-6-64080	INSURANCE PREMIUM	30,563.00
<b>Department 660 - TORT LIABILITY Total:</b>					<b>30,564.75</b>
<b>Department: 670 - OTHER GENERAL GOV'T</b>					
IOWA STATE UNIVERSITY	05.2026 MPA	Registration - MPA - Clerk	001-5-670-6-62300	MEETINGS/TRAINING	250.00
<b>Department 670 - OTHER GENERAL GOV'T Total:</b>					<b>250.00</b>
<b>Fund 001 - GENERAL FUND Total:</b>					<b>192,454.88</b>
<b>Fund: 110 - ROAD USE FUND</b>					
<b>Department: 180 - MISC. COMMUNITY PROTECTION</b>					
ALLIANT ENERGY	04.15.26	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	462.06
ALLIANT ENERGY	04.21.26	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	1,043.66
<b>Department 180 - MISC. COMMUNITY PROTECTION Total:</b>					<b>1,505.72</b>
<b>Fund 110 - ROAD USE FUND Total:</b>					<b>1,505.72</b>
<b>Fund: 600 - WATER FUND</b>					
<b>Department: 810 - WATER</b>					
RELIANCE STANDARD	05.2026	Water Insurance	600-5-810-9-61500	GROUP INSURANCE	80.85
IOWA DEPT OF NATURAL RE...	05.2026 3130001	Permit Amendment Fee	600-5-810-9-62100	DUES/SUBSCRIPTIONS	85.00
ALLIANT ENERGY	04.21.26	Water Electricity	600-5-810-9-63710	ELECTRICITY	4,185.97
T MOBILE	04.2026	Mobile Internet	600-5-810-9-63730	TELEPHONE	49.66
PREFERRED HEALTH CHOICES...	0000008978	HRA Admin	600-5-810-9-64080	INSURANCE PREMIUM	14.78
EMC INSURANCE COMPANIES	7003214106	Insurance Premiums - Water	600-5-810-9-64080	INSURANCE PREMIUM	43,538.00
<b>Department 810 - WATER Total:</b>					<b>47,954.26</b>
<b>Fund 600 - WATER FUND Total:</b>					<b>47,954.26</b>
<b>Fund: 610 - SEWER FUND</b>					
<b>Department: 815 - SEWER</b>					
RELIANCE STANDARD	05.2026	Wastewater Insurance	610-5-815-9-61500	GROUP INSURANCE	97.16
ALLIANT ENERGY	04.21.26	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	1,102.13
T MOBILE	04.2026	Mobile Internet	610-5-815-9-63730	TELEPHONE	49.65
PREFERRED HEALTH CHOICES...	0000008978	HRA Admin	610-5-815-9-64080	INSURANCE PREMIUM	10.27
EMC INSURANCE COMPANIES	7003214106	Insurance Premiums - Waste...	610-5-815-9-64080	INSURANCE PREMIUM	77,402.00
<b>Department 815 - SEWER Total:</b>					<b>78,661.21</b>
<b>Fund 610 - SEWER FUND Total:</b>					<b>78,661.21</b>
<b>Fund: 670 - SOLID WASTE FUND</b>					
<b>Department: 840 - SOLID WASTE</b>					
RELIANCE STANDARD	05.2026	Solid Waste Insurance	670-5-840-9-61500	GROUP INSURANCE	14.16
PREFERRED HEALTH CHOICES...	0000008978	HRA Admin	670-5-840-9-65060	OFFICE SUPPLIES	2.25
<b>Department 840 - SOLID WASTE Total:</b>					<b>16.41</b>
<b>Fund 670 - SOLID WASTE FUND Total:</b>					<b>16.41</b>
<b>Grand Total:</b>					<b>320,592.48</b>

**Fund Summary**

Fund	Expense Amount
001 - GENERAL FUND	192,454.88
110 - ROAD USE FUND	1,505.72
600 - WATER FUND	47,954.26
610 - SEWER FUND	78,661.21
670 - SOLID WASTE FUND	16.41
<b>Grand Total:</b>	<b>320,592.48</b>

**Account Summary**

Account Number	Account Name	Expense Amount
001-5-110-1-61500	GROUP INSURANCE	272.44
001-5-110-1-63710	ELECTRICITY	454.54
001-5-110-1-63730	TELEPHONE	136.97
001-5-110-1-64080	INSURANCE PREMIUM	42,597.00
001-5-140-1-67610	EROSION CONTROL	21.06
001-5-150-1-63730	TELEPHONE	49.66
001-5-150-1-64080	INSURANCE PREMIUM	40,693.00
001-5-180-1-63710	ELECTRICITY	645.32
001-5-210-2-61500	GROUP INSURANCE	82.22
001-5-210-2-63710	ELECTRICITY	320.92
001-5-210-2-63730	TELEPHONE	49.66
001-5-210-2-64080	INSURANCE PREMIUM	48,420.95
001-5-410-4-61500	GROUP INSURANCE	108.39
001-5-410-4-63710	ELECTRICITY	853.33
001-5-410-4-64080	INSURANCE PREMIUM	11,234.00
001-5-430-4-61500	GROUP INSURANCE	25.67
001-5-430-4-63710	ELECTRICITY	736.54
001-5-430-4-63730	TELEPHONE	49.55
001-5-430-4-64080	INSURANCE PREMIUM	6,803.50
001-5-445-4-61500	GROUP INSURANCE	25.67
001-5-445-4-63710	ELECTRICITY	130.89
001-5-445-4-64080	INSURANCE PREMIUM	7,231.50
001-5-460-4-63710	ELECTRICITY	52.34
001-5-610-6-61500	GROUP INSURANCE	45.69
001-5-620-6-61500	GROUP INSURANCE	9.43
001-5-650-6-63710	ELECTRICITY	326.63
001-5-650-6-63730	TELEPHONE	263.26
001-5-660-6-64080	INSURANCE PREMIUM	30,564.75
001-5-670-6-62300	MEETINGS/TRAINING	250.00
110-5-180-1-63710	ELECTRICITY	1,505.72
600-5-810-9-61500	GROUP INSURANCE	80.85
600-5-810-9-62100	DUES/SUBSCRIPTIONS	85.00
600-5-810-9-63710	ELECTRICITY	4,185.97
600-5-810-9-63730	TELEPHONE	49.66
600-5-810-9-64080	INSURANCE PREMIUM	43,552.78
610-5-815-9-61500	GROUP INSURANCE	97.16
610-5-815-9-63710	ELECTRICITY	1,102.13
610-5-815-9-63730	TELEPHONE	49.65
610-5-815-9-64080	INSURANCE PREMIUM	77,412.27
670-5-840-9-61500	GROUP INSURANCE	14.16
670-5-840-9-65060	OFFICE SUPPLIES	2.25
<b>Grand Total:</b>		<b>320,592.48</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	320,592.48
<b>Grand Total:</b>	<b>320,592.48</b>



**CITY COUNCIL**  
**Lower Level Council Chambers**  
**Monday, April 20, 2026**  
**6:00 PM**

## MINUTES

### CALL TO ORDER – ROLL CALL

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

### PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

Motion made by Council Member Singsank to approve the April 20, 2026 agenda Seconded by Council Member DeSousa.

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

### ORAL COMMENTS

Quincy Willgenbusch & Savannah Salow, 822 1st St SW, stated they found many issues with the sewer backup they experienced in December 2025.

### APPROVAL OF CONSENT AGENDA

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

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

**1. Approve Bills; 2. Approve Minutes** City Council Meeting - April 6, 2026; **3. Receive & File Minutes** Planning & Zoning Commission Meeting - April 13, 2026; **4. Blasting Permit** Bennett Explosives, Inc. - May 2026; **5. Special Class C Retail Alcohol License** Millwork Mercantile LLC; **6. Resolution No. 30-26** setting the Salaries for the Dyersville Family Aquatic Center Summer Employees of the City of Dyersville for 2026; **7. Resolution No. 31-26** setting the salaries for the Dyersville summer employees for the City of Dyersville for 2026; **8. Resolution No. 32-26** Plat of Survey of Parcel 2026-26 in Part of Lot 2 and Parcel 2026-27 in Part of Lot 2, all in 20 West Industrial Center Seventh Addition, City of Dyersville, Delaware County, Iowa; **9. Resolution No. 33-26** approving Plat of Survey of Parcel 2026-28 Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Thirty-five (35), and Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-four (34), all in Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa. Parcel 2026-29 Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-five (35), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa; **10. Council Approval** of the Moser School of Dance and Gymnastics Lease Agreement 2026-2027; **11. Request** from James Kennedy Public Library to close the west side of the city parking lot adjacent to James Kennedy Public Library on Saturday, May 16, 2026 from 5 AM to 3 PM for a plant sale fundraiser and the entire parking lot adjacent to James Kennedy Public Library on Saturday, June 6, 2026 from 5 AM to 5 PM for a garage sale fundraiser; **12. Receive & File** Staff Report - Police - April 2026; **13. Receive & File** Staff Report - Parks & Recreation - April 2026; **14. Receive & File** Staff Report - Library - April 2026; **15. Receive & File** Staff Report - Public Works - April 2026; **16. Receive & File** Staff Report - City Administrator - April 2026. The following bills were approved:

Access Systems	Contract	\$	559.57
Ace Hardware	Supplies	\$	130.73
Alliant Energy	Electricity	\$	164.45
Amazon	Books	\$	3,923.23
Bard Materials	Rock/Lime	\$	560.72

Beacon Athletics	Supplies	\$ 400.00
Benton-Hermesen, Kimshiro	Programs	\$ 59.55
Black Stone Publishing	Books	\$ 34.44
BSN Sports/Collegiate Pacific	Supplies	\$ 6,277.86
Carquest Auto Parts	Supplies	\$ 73.56
Cascade Pioneer-Advertiser	Subscription	\$ 70.00
Cengage Learning	Books	\$ 332.02
Center Point Publishing	Books	\$ 234.89
City of Dubuque - WRRC	Testing	\$ 120.00
CMA Welding LLC	Contracted Service	\$ 3,486.40
Complete Office of Wisconsin	Supplies	\$ 37.14
Crescent Electric Supply	Supplies	\$ 1,826.99
Demco Educational Corp	Supplies	\$ 178.70
Dyersville Commercial	Legal Notices/Ads	\$ 662.05
Dyersville Young Professionals	Membership	\$ 45.00
Ems Industrial Inc	Supplies	\$ 2,705.72
Evergreen Lawn Care	Contracted Service	\$ 3,375.00
Evoqua Water Technologies	Supplies	\$ 5,932.79
Fareway Stores Inc	Program	\$ 96.68
Giant Wash	Uniforms/Mats	\$ 150.40
Hallinan Lagan, Constance	Programs	\$ 200.00
Hansel Cleaning Services LLC	Contract	\$ 1,250.00
Henry Legal & Mediation Services	Legal Fees	\$ 507.00
Herbers, Tim	Reimbursement	\$ 150.00
Hermesen, Dale	Refund	\$ 100.00
Hoopla By Midwest Tape	Programs	\$ 971.40
Ingram Library Services	Books	\$ 535.90
Iowa Association of Municipal Utilities	Training	\$ 2,048.00
Iowa Dept of Inspections & Appeals	License	\$ 105.00
Iowa One Call	One Call Locates	\$ 57.20
J & J Lawn Care	Contracted Services	\$ 16,700.73
Jeff's Auto Service	Vehicle Maintenance	\$ 248.35
Jenny L Weiss PLLC	Legal Fees	\$ 1,813.50
John Deere Financial	Supplies	\$ 87.16
Jumbo Visual Projection	Service	\$ 600.00
Kanopy Inc	Programs	\$ 48.00
Klaren, Karol	Refund	\$ 200.00
Lueck, Tanner	Cell Phone	\$ 150.00
Maiers, Tricia	Reimbursement	\$ 107.30
Manchester Press	Subscription	\$ 70.00
Manchester Signs	Vehicle Decals	\$ 721.00
Mango Languages	Reference	\$ 200.00
Microbac Laboratories	Testing	\$ 630.00
MM Mechanical	Maintenance Contract	\$ 2,681.07
One Step Heritage Printing	Program	\$ 294.35
Overdrive	Electronic Media	\$ 1,097.69
Playaway Products	Grants	\$ 1,790.14
Premier Window Cleaning	Cleaning Service	\$ 150.00
Quill Corporation	Supplies	\$ 155.34
Rechterman, Ann	Refund	\$ 100.00
Reister, Scott	Program	\$ 800.00
Roling, Jean	Refund	\$ 100.00
Schmitz Janitorial Supply	Supplies	\$ 68.00

Streicher's	Uniforms	\$ 230.00
Tauke Motors	Vehicle Maintenance	\$ 1,290.19
Telegraph Herald	Subscription	\$ 423.25
Three Rivers Fs Company	Supplies	\$ 353.60
TJ Cleaning Services	Cleaning Services	\$ 1,425.00
Treasurer State of Iowa	W.E.T. Tax	\$ 8,325.99
USA Blue Book	Supplies	\$ 808.01
Victoryxr	Program	\$ 944.00
Vonderhaar, Shirley	Supplies	\$ 82.44
		\$ 80,057.50

001 - General Fund	\$ 54,008.21
002 - Library Trust Fund	\$ 6,497.70
112 - Trust and Agency Fund	\$ 500.00
600 - Water Fund	\$ 6,026.67
610 - Sewer Fund	\$ 12,988.30
670 - Solid Waste Fund	\$ 36.62
Grand Total:	\$ 80,057.50

**ACTION ITEMS**

**17. 6:00 P.M. Public Hearing** on the budget estimate for fiscal year beginning July 1, 2026 and ending June 30, 2027

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

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

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

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

**18. Resolution No. 34-26** adopting the annual budget for the fiscal year beginning July 1, 2026 and ending June 30, 2027

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

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

**19. 6:00 P.M. Public Hearing** on the proposed expansion of the Consolidated Dyersville Economic Development District

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

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

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

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

**20. Resolution No. 35-26** 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

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

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

**21. Ordinance No. 878** providing for the division of taxes levied on taxable property in April, 2026 addition to the Consolidated Dyersville Economic Development District, pursuant to Section 403.19 of the Code of Iowa (Delaware County)

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

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

**22. Waive Second Reading** of Ordinance No. 878

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

**23. Waive Third Reading** of Ordinance No. 878

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

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

**24. Resolution No. 36-26** setting a date of meeting at which it is proposed to approve a development agreement with Liberty Investment Company, including annual appropriation tax increment payments. Set date of meeting for May 4, 2026 at 6:00 P.M.

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

**25. Resolution No. 37-26** setting a date of meeting at which it is proposed to approve a development agreement with Spiegel Family Realty Company Iowa, LLC, including annual appropriation tax increment payments. Set date of meeting for May 4, 2026 at 6:00 P.M.

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

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

**26. Resolution No. 38-26** setting a date of meeting at which it is proposed to approve a development agreement with Willow Pear, LLC, including annual appropriation tax increment payments. Set date of meeting for May 4, 2026 at 6:00 P.M.

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

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

**27. Resolution No. 39-26** setting a date of meeting at which it is proposed to approve a development agreement with Feature Properties, LLC, including annual appropriation tax increment payments. Set date of meeting for May 4, 2026 at 6:00 P.M.

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

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

**COUNCIL COMMENTS**

**ADJOURNMENT**

Motion made by Council Member English to adjourn at 6:54 pm Seconded by Council Member Oberbroeckling.  
Voting Yea: DeSousa, English, Oberbroeckling, Pottebaum, Singsank Nays: None Motion carried.

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

ATTEST:

\_\_\_\_\_  
Tricia L. Maiers, City Clerk / Treasurer

James Kennedy Public Library  
Board of Trustees  
Minutes of the March 10<sup>th</sup>, 2026 Regular Meeting

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

1. President Alex Wiezorek called meeting to order at 6:01 pm.
2. Consider Approval of Agenda
 

Schroeder MOVED “Approval of Agenda,” seconded by Kane.  
Ayes: Gudenkauf, Derr, Wiezorek, Kane, Willenbring, and Schroeder  
Nays: None  
Motion CARRIED
3. Consider Approval of Agenda Consent Calendar
  - Correspondence & Communication
  - Approve Minutes of Previous Meeting: February 10, 2026 Regular Meeting
  - Approve February Librarian’s Report
  - Approve Bills:
    - March Bills
    - Claims Report for February
    - February & March Credit Card Claims
  - Budget Reports
    - February City Report
    - February Library Report
  - Trust Account Reports
    - February Bank Statement
    - February Balance Report
    - Trust Account Expenditure Report
    - February Donations
  - Program Reports
    - February Report of Programs and Attendance
    - February WhoFi Program Overview
    - March Schedule of Events
    - Schedule for Upcoming Programs
  - Grant Report – Nothing to Report
  - Friends of the Library Report – They still have tickets available for their bus trip fundraiser. The friends brought in \$1187 from their book sale in January and will be having a one-day book sale on March 28<sup>th</sup> as well. They approved the request of \$5600 to help fund our summer activities. They will send out their postcards for the membership drive this fall.

- JKPL Endowment Report – reviewed fund statement and endowment distribution letter. We have registered for Great Give Day on May 20.
- Strategic Planning Report – Nothing to Report
- Committee Reports
  - Executive Committee – nothing to report
  - Finance Committee – The City of Dyersville is requesting the JKPL board to accommodate a lower budget for FY27 due to anticipated tax changes after FY27. Our budget request for FY27 was \$592,649 and they are including \$576,785 in the City budget. The Finance Committee is also recommending approval of Trust Account Budget Amendment
  - Fundraising, Marketing and Public Relations Committee – discussed notes from March meeting
  - Furnishings, Art & Facilities Committee – nothing to report
  - Personnel Committee – nothing to report
  - Policy Committee – Recommending approval of polices

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

Ayes: Gudenkauf, Derr, Wiezorek, Kane, Willenbring, and Schroeder

Nays: None

Motion CARRIED

4. Consider Approval of Trust Account Budget Amendment request for FY26

Finance Committee MOVED to approve “Trust Account Budget Amendment request for FY26.” No second needed.

Ayes: Gudenkauf, Derr, Wiezorek, Kane, Willenbring, and Schroeder

Nays: None

Motion CARRIED

5. Consider Approval of Confidentiality of Library Records Policy

Policy Committee MOVED to approve “Confidentiality of Library Records Policy.” No second needed.

Ayes: Gudenkauf, Derr, Wiezorek, Kane, Willenbring, and Schroeder

Nays: None

Motion CARRIED

6. Consider Approval of Donations, Gifts, and Memorials Policy

Policy Committee MOVED to approve “Approval of Donations, Gifts, and Memorials Policy.” No second needed.

Ayes: Gudenkauf, Derr, Wiezorek, Kane, Willenbring, and Schroeder

Nays: None

Motion CARRIED

7. Consider Approval of Continuity of Operations Plan

Policy Committee MOVED to approve "Approval of Continuity of Operations Plan." No second needed.

Ayes: Gudenkauf, Derr, Wiezorek, Kane, Willenbring, and Schroeder

Nays: None

Motion CARRIED

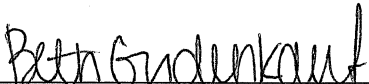
8. Meetings and Training

- City Council Attendance: April 6: Beth Derr
- Upcoming: Public Libraries of Dubuque County Agency – March 19
- Recently Attended
- Trustee Training: The board completed the 1-page board assessment. Board members may complete the self-assessment and Tech Savy checklist independently.

9. Oral Presentations – Organizational Chart included for review

10. Adjournment

Derr MOVED to adjourn, seconded by Schroeder. Meeting ADJOURNED by Wiezorek at 6:56 pm.

  
Beth Gudenkauf, Secretary

  
Date



1100 16th Ave. Ct. SE  
Dyersville, IA 52040

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Fax: (563) 875-8391

e-mail: [dyersvillechamber@dyersville.org](mailto:dyersvillechamber@dyersville.org)  
[www.dyersville.org](http://www.dyersville.org)

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

April 30, 2026

Mayor Jeff Jacque  
City of Dyersville  
340 1<sup>st</sup> Ave E  
Dyersville, IA 52040

Dear Mayor Jacque and Dyersville City Council Members,

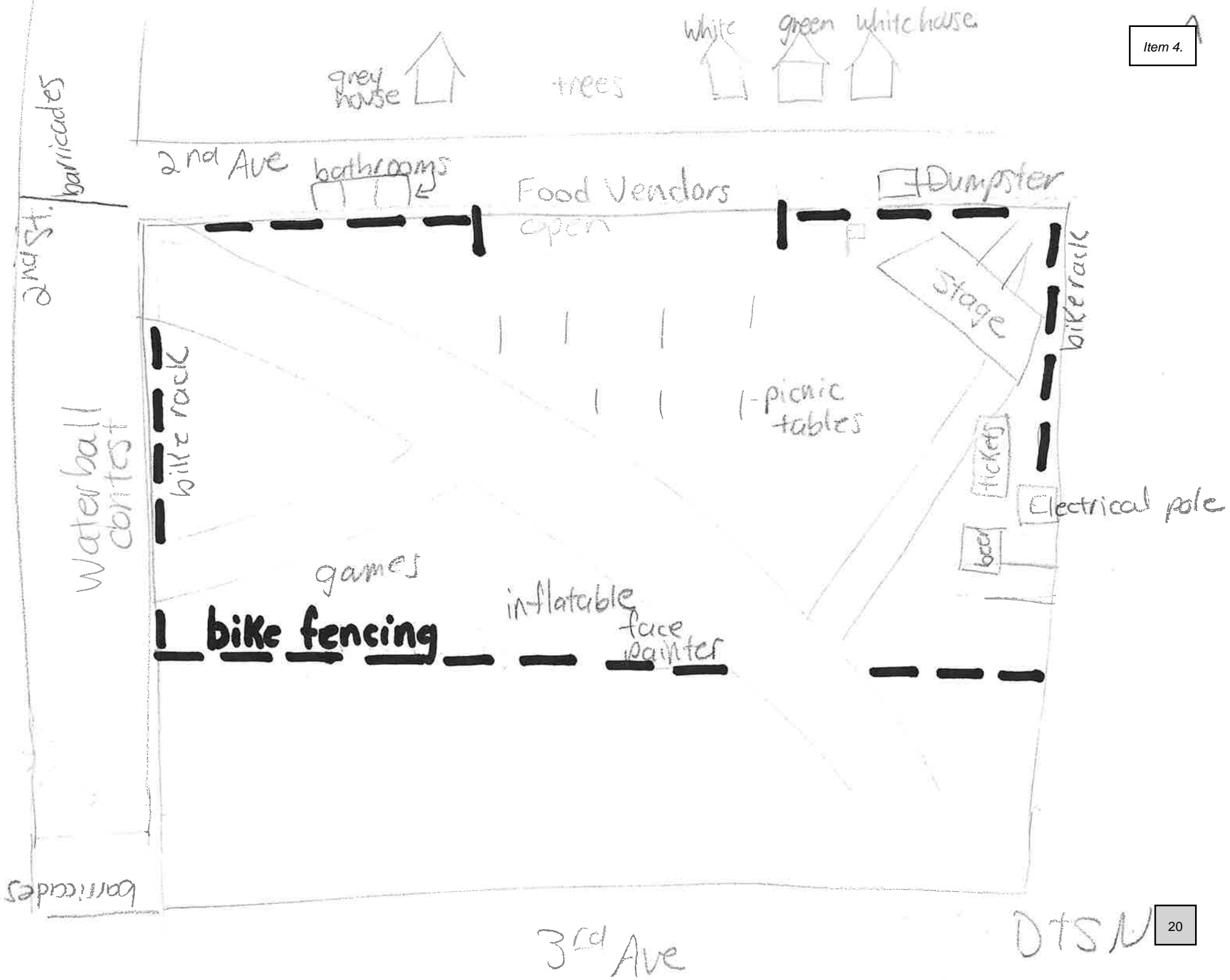
The Dyersville Area Chamber of Commerce would like to ask for your permission to use Legacy Square for the June 12th Downtown Summer Nights. We would also like to close 2<sup>nd</sup> St SW in front of St. Francis Xavier School between 2<sup>nd</sup> Ave & 3<sup>rd</sup> Ave SW & the block of 2<sup>nd</sup> Ave SW between 1<sup>st</sup> & 2<sup>nd</sup> St. SW for the area fire dept water ball contest & kids games.

Downtown Summer Night will be from 5:30-9:00pm with setup and tear down will be from 4:00 pm to 10:30 p.m. Downtown Summer Nights has been a wonderful free event for the community to enjoy.

We appreciate the past and continued support of the city and look forward to further successful cooperative efforts. If you have any questions, please feel free to me.

Thank you for your time and consideration of our request.

Sincerely,  
Karla Thompson, Executive Director  
Dyersville Area Chamber of Commerce





**MAJOR LEAGUE BASEBALL**  
Office of the Commissioner

**Sarah Horvitz**

Senior Vice President & Head Counsel  
Business and Technology

April 14, 2026

Mayor Jeff Jacque  
City of Dyersville  
340 1st Avenue East  
Dyersville, Iowa 52040

Re: 2026 Activities for MLB at Field of Dreams and MiLB at Field of Dreams

Dear Mayor Jacque:

This letter of agreement (“LOA”) is to confirm arrangements relating to the participation of the City of Dyersville (the “City”) in activities (“Activities”) surrounding the regular season Minor League Baseball game between the Iowa Cubs and St. Paul Saints to be held on Tuesday, August 11, 2026 (“MiLB Game”) and the regular season Major League Baseball game between the Minnesota Twins and Philadelphia Phillies to be held on Thursday, August 13, 2026 (or Friday, August 14, 2026 if there is inclement weather on Thursday) (“MLB Game”) at the ballpark being constructed in the City near the site of the *Field of Dreams* movie (the “Film”) on the site of the temporary stadium where Major League Baseball held regular season games in 2021 and 2022 (“Ballpark”) (the MiLB Game and MLB Game are, collectively, the “Games” and each, a “Game” and, hereinafter, the week of the Games is the “Game Week”).

Any use of Major League Baseball or Minor League Baseball logos or word marks (collectively, “MLB Marks”), including any trademarks associated with either league or any of its Clubs or events, must be pre-approved in writing by the Office of the Commissioner of Baseball (“MLB”) as to each use thereof. Except to the extent the use of MLB Marks is approved by MLB hereunder, it is agreed and understood that no right, title or interest to or in the MLB Marks or any other copyrights, trademarks, service marks, trade secrets, trade dress and other proprietary rights owned by MLB Entities (as defined below) (collectively, “MLB Intellectual Property”) is granted under this LOA. All such right, title and interest to or in the use of MLB Intellectual Property shall remain the exclusive property of the MLB Entities. For the purposes of this LOA, the “MLB Entities” are MLB, MLB Advanced Media, L.P., MLB Professional Development Leagues LLC, Major League Baseball Properties, Inc., the Major League Baseball and Minor League Baseball Clubs (“Clubs”), The MLB Network, LLC (“MLBN”) and each of their parent, subsidiary, affiliated and related entities.

The City acknowledges and agrees that no rights are granted under this LOA to the *Field of Dreams* word mark, logos or any other proprietary rights in the Film (the “Field of Dreams Marks”). For any use by the City of the Field of Dreams Marks, the City must obtain the requisite consent from NBCUniversal.

In the event the City plans to hold viewing parties of either Game (“Viewing Parties”), any such Viewing Parties must be pre-approved by MLB in writing, provided that any such approval will be subject to the following conditions: (i) the Netflix feed (for MLB Game) or MLBN feed (for MiLB Game) (as applicable, the “Feed”) must be used for all Viewing Parties, (ii) the Feed must be shown in its entirety, including commercials, and no alterations or modifications may be made to the Feed, (iii) neither the City nor its agents may record or retransmit the Feed in any manner, nor permit the recording or retransmitting of the Feed in any manner, (iv) there may be no third party sponsor arrangements or involvement of any kind in connection with the Viewing Parties, (v) no MLB Intellectual Property may be used in connection with the Viewing Parties without the prior written approval of MLB in each instance, (vi) there may be no separate admission charge or “suggested” entry charge to the Viewing Parties, (vii) the Viewing Parties must be limited to the number of guests designated by MLB in each instance, (viii) there may be no marketing, promoting or advertising of any kind of the Viewing Parties without the prior written approval of the MLB, (ix) Netflix or MLBN (as applicable) shall have, and the City shall provide, access to the host venues to film and

telecast live or taped reports of the Viewing Parties to the extent such right is granted by MLB Entities and (x) the MLB Entities reserve all rights not specifically granted hereunder, including, without limitation, all copyrights in the Games and the Feed.

For health and safety reasons, MLB and the City will agree upon designated areas of the City in which no Activities may be conducted on behalf of, or with authorization from, the City during Game Week.

The City will permit MLB, at its sole cost and expense, to install signage, graphics and other décor related to the Games (“Signage”) in mutually agreed upon locations throughout the City, which shall include the City’s major transportation hubs, for the duration of Game Week. The City will work with MLB to obtain expedited permits as necessary in connection with the Games and Activities (“Permits”), including, without limitation, Permits for the Signage.

The City acknowledges that MLB may contact the necessary authorities to request a military flyover (“Flyover”) and a no-fly zone (other than the Flyover and Netflix blimps, if requested by Netflix) during the Games. In connection therewith, the City will consider promulgating a DRONE UAV ordinance to restrict usage at large gatherings at the Ballpark.

The City will coordinate all necessary City services for the Games and Activities. The City and MLB will work together to develop a security plan and transportation plan for Game Week, each of which must be mutually approved by all parties. The security plan will include access restrictions for guests and members of the press to ensure an appropriate presence of police, fire and security personnel at the Games and throughout the City during Game Week.

The City will take all commercially reasonable steps to prevent competition with Major League Baseball and Minor League Baseball sponsors (each, a “Sponsor”). At a minimum, during Game Week, the City will not permit any competitor of a Sponsor (“Sponsor Competitor”), other than a Sponsor Competitor with a primary place of business located within the City of Dyersville, to host and/or sponsor public hospitality events or set up temporary retail locations, including, but not limited to, pop-up stores, tents, canopies or air-supported structures, through which retail products or free samples are marketed or distributed, in the City (“Sponsor Competitor Activations”). A list of Sponsors as of the date of this LOA is attached as Exhibit A. MLB will provide the City with an update to such list if there are any changes prior to Game Week. The foregoing shall not prohibit an existing business with a physical retail location within the City of Dyersville from operating in the ordinary course of business.

Finally, the City will use best efforts to have the City Council enact a clean zone ordinance that prohibits certain specified activities to be mutually agreed upon between the parties (“Prohibited Activities”) within designated areas of the City that are mutually agreed upon between the parties (“Clean Zone”), during Game Week, unless otherwise authorized in writing by MLB, including, without limitation, the following Prohibited Activities: (i) sale of Game tickets, (ii) sale of goods and merchandise bearing MLB Intellectual Property, (iii) distribution of free samples and (iv) crop dusting by helicopters, planes and crop dusters. The parties will work together in good faith to determine the Prohibited Activities and the Clean Zone.

We look forward to working together to make Game Week safe for guests of the City of Dyersville.

Sincerely yours,

DocuSigned by:  
  
 Sarah Horvitz

Acknowledged and confirmed:

**CITY OF DYERSVILLE**

By: \_\_\_\_\_

Name: Jeff Jacque

Title: Mayor

**Exhibit A**

**MLB Sponsors**

AbbVie	Pharmaceutical
Adobe	Marketing Performance, Cross Channel Marketing Campaign Management, and Customer Marketing Interactions, Product Usage Patterns, Document Signature and Creative Services/Creative Services Software
Anheuser-Busch	American, Craft & Non-Alcoholic Beer and Hard Seltzer/Flavored Malt Beverage, Ready-to-Drink Cocktails
Apple	Tablets
Astroturf	Artificial Turf
Banana Boat	Sunscreen
Booking.com	OTA, Hotel & Resort, Short-Term Rentals
Capital One	Banking Services, Affinity Card, Credit Card
Church & Dwight (Arm & Hammer, OxiClean)	Laundry Detergent, Baking Soda, Dish Cleaner, Air Freshener, Pet Care, Dental Care, Nasal Care, Stain Remover, Carpet Stain Remover
Corona	Imported Beer, Hard Seltzer
Extreme Networks	Wi-Fi Analytics
Fanatics	e-commerce, Third Party Marketplace
FanDuel	Daily Fantasy, Sports Betting, Sports Book, iGaming
Ford	Automobile Manufacturer, Automotive Marketplace, Automotive Mobility Solutions (Telematics)
Franklin	Batting Gloves, Equipment
Gallo Wines (Mark West)	Wine/Sparkling Wine (Champagne)
Gatorade	Isotonic Beverages, Protein/Energy Bars
GEICO	Auto Insurance, Homeowners Insurance, Renters Insurance, Motorcycle/ATV Insurance and Boat Insurance
Google Cloud	Cloud Storage Provider, Workplace Collaboration, Data & Analytics, Machine Learning and Artificial Intelligence Services
Ito En	Green Tea, Green Tea Products
Japan Airlines	Airline (Japan Based)
John Deere	Tractor, Lawn Mower & Lawn Equipment
Konami	Video Game Publisher
Marucci/Victus	Bats
Mastercard	Credit Card/Payment System
MGM Resorts International/BetMGM	Gaming (Casino, Sports Book & Sports Betting)
Mountain Dew Baja Blast (Pepsi)	Carbonated Soft Drink
New Balance	Footwear
New Era	Headwear, Celebration Goggles
New York Life	Life Insurance, Financial Planning, Retirement Planning, Wealth Advisory, and Estate Planning
NFP	Commercial Insurance Brokerage
Nike	Apparel & Footwear
Nippon Express	Freight Logistics and Transportation Logistics Services
Nutrafol	Hair Growth, Hair Health Supplement
Polymarket	Prediction Market Exchange
Primo Brands (formerly BlueTriton Brands)	Water
Rawlings	Baseballs, Batting Helmets, Bases, Fielding Gloves
Sage	Business software and advisory services, each with the primary function of supporting HR, finance, payroll, supply chain and/or accounting
Sazerac (Traveller Whiskey)	Whiskey
SeatGeek	Ticket Marketplace
SiriusXM	Satellite Radio

Item 5.

Strauss	Workwear, Work/Protective Footwear, Workwear Protective Equipment
T-Mobile	Wireless (including 5G), Wi-Fi (Home Internet)
WM	Waste Services/Waste Management, Sustainability Consulting
Zillow	Home Search, Home Rental
Zoom	Unified Communications

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of DYERSVILLE  
Fiscal Year July 1, 2025 - June 30, 2026

Item 6.

The City of DYERSVILLE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

**Meeting Date/Time:** 5/18/2026 06:00 PM

**Contact:** Tricia L. Maiers, City Clerk

**Phone:** (563) 875-7724

**Meeting Location:** Memorial Building, 340 1st Avenue East, Dyersville

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	3,182,663	0	3,182,663
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,182,663	0	3,182,663
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,659,210	0	2,659,210
Other City Taxes	6	1,497,032	0	1,497,032
Licenses & Permits	7	23,515	0	23,515
Use of Money & Property	8	133,350	0	133,350
Intergovernmental	9	865,500	900,000	1,765,500
Charges for Service	10	3,799,848	0	3,799,848
Special Assessments	11	0	0	0
Miscellaneous	12	163,500	0	163,500
Other Financing Sources	13	3,261,898	0	3,261,898
Transfers In	14	1,402,324	0	1,402,324
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>16,988,840</b>	<b>900,000</b>	<b>17,888,840</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	1,424,475	43,000	1,467,475
Public Works	17	735,579	55,000	790,579
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,314,479	50,000	1,364,479
Community and Economic Development	20	2,092,696	0	2,092,696
General Government	21	555,032	90,100	645,132
Debt Service	22	1,896,915	0	1,896,915
Capital Projects	23	370,000	3,000,000	3,370,000
Total Government Activities Expenditures	24	8,389,176	3,238,100	11,627,276
Business Type/Enterprise	25	2,712,712	300,000	3,012,712
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>11,101,888</b>	<b>3,538,100</b>	<b>14,639,988</b>
Transfers Out	27	1,402,324	0	1,402,324
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>12,504,212</b>	<b>3,538,100</b>	<b>16,042,312</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>4,484,628</b>	<b>-2,638,100</b>	<b>1,846,528</b>
Beginning Fund Balance July 1, 2025	30	3,091,850	0	3,091,850
<b>Ending Fund Balance June 30, 2026</b>	<b>31</b>	<b>7,576,478</b>	<b>-2,638,100</b>	<b>4,938,378</b>

**Explanation of Changes:** The amendment includes several changes aimed at maintaining a balanced and responsive financial approach aligned with community priorities. We increased funding for the police, streets, library and park budgets to support programs and maintenance. The City also received State reimbursements and bond proceeds, which enhance our revenue position. We increased capital projects for two projects that have started and will be completed this fiscal year. We increased public utility expenses for upcoming projects that are in design. These adjustments help sustain essential services while planning for the future.

		Total Budget	General	Library Trust	Road Use	L.O.Sales Tax	L.O.Sales Tax	CDGB	TIF Dist	Debt Service	Capital Projects	Water	Water Sinking	Sewer	Sewer Sinking	Solid Waste	Current	Total	
		as certified	Fund	Fund	Fund	Fund	Sinking Fund	Fund	Fund	Fund	Fund	Fund	Fund	Fund	Fund	Fund	Amendment	after Current	
		or last amended																Amendment	
<b>Revenues &amp; Other Financing Sources</b>																			
Taxes Levied on Property	1	3,182,663																0	3,182,663
Less: Uncollected Property Taxes-Levy Year	2	0																0	0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>3,182,663</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,182,663</b>
Delinquent Property Taxes	4	0																0	0
TIF Revenues	5	2,659,210																0	2,659,210
Other City Taxes	6	1,497,032																0	1,497,032
Licenses & Permits	7	23,515																0	23,515
Use of Money and Property	8	133,350																0	133,350
Intergovernmental	9	865,500						0			900,000						900,000	1,765,500	
Charges for Services	10	3,799,848										0		0		0		0	3,799,848
Special Assessments	11	0																0	0
Miscellaneous	12	163,500																0	163,500
Other Financing Sources	13	3,261,898						0		0								0	3,261,898
Transfer In	14	1,402,324																0	1,402,324
<b>Total Revenues and Other Sources</b>	<b>15</b>	<b>16,988,840</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>900,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>900,000</b>	<b>17,888,840</b>	
<b>Expenditures &amp; Other Financing Uses</b>																			
Police Department/Crime Prevention			40,000																
Emergency Management			0																
Flood Control			3,000					0											
Fire Department																			
Miscellaneous Protective Services			0																
Other Public Safety																			
<b>Public Safety</b>	<b>16</b>	<b>1,424,475</b>	<b>43,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43,000</b>	<b>1,467,475</b>	
Roads, Bridges, & Sidewalks			25,000		30,000														
Snow Removal																			
Other Public Works																			
<b>Public Works</b>	<b>17</b>	<b>735,579</b>	<b>25,000</b>	<b>0</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>55,000</b>	<b>790,579</b>	
Other Health and Social Services																			
<b>Health and Social Services</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>20,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Library Services			0	20,000															
Parks			30,000																
Recreation			0																
Community Center			0																
Other Culture and Recreation			0																
<b>Culture and Recreation</b>	<b>19</b>	<b>1,314,479</b>	<b>30,000</b>	<b>20,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>1,364,479</b>	
Economic Development																			
Planning & Zoning			0																
<b>Community and Economic Development</b>	<b>20</b>	<b>2,092,696</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,092,696</b>	
Mayor, Council & City Manager			0																
Clerk, Treasurer & Finance Adm.			40,000																
Elections			100																
Legal Services & City Attorney			50,000																
City Hall & General Buildings																			
Tort Liability																			
Other General Government			0																
<b>General Government</b>	<b>21</b>	<b>555,032</b>	<b>90,100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>90,100</b>	<b>645,132</b>	
<b>Debt Service</b>	<b>22</b>	<b>1,896,915</b>																<b>0</b>	<b>1,896,915</b>
<b>Capital Projects</b>	<b>23</b>	<b>370,000</b>						0			3,000,000							<b>3,000,000</b>	<b>3,370,000</b>
<b>Total Government Activities Expenditures</b>	<b>24</b>	<b>8,389,176</b>	<b>188,100</b>	<b>20,000</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,238,100</b>	<b>11,627,276</b>	
Water Utility												0							
Sewer Utility													300,000						
Landfill/Garbage																		0	
<b>Business Type / Enterprises</b>	<b>25</b>	<b>2,712,712</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300,000</b>	<b>0</b>	<b>0</b>	<b>300,000</b>	<b>3,012,712</b>	
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>11,101,888</b>	<b>188,100</b>	<b>20,000</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000,000</b>	<b>0</b>	<b>0</b>	<b>300,000</b>	<b>0</b>	<b>0</b>	<b>3,538,100</b>	<b>14,639,988</b>	
Transfers Out	27	1,402,324																0	1,402,324
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>12,504,212</b>	<b>188,100</b>	<b>20,000</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000,000</b>	<b>0</b>	<b>0</b>	<b>300,000</b>	<b>0</b>	<b>0</b>	<b>3,538,100</b>	<b>16,042,312</b>	
<b>Excess Revenues &amp; Other Sources Over</b>																			
<b>(Under) Expenditures/Transfers Out Fiscal Year</b>	<b>29</b>	<b>4,484,628</b>	<b>-188,100</b>	<b>-20,000</b>	<b>-30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-2,100,000</b>	<b>0</b>	<b>0</b>	<b>-600,000</b>	<b>0</b>	<b>0</b>	<b>-2,638,100</b>	<b>1,846,528</b>	
Beginning Fund Balance July 1	30	3,091,850	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,091,850
<b>Ending Fund Balance June 30</b>	<b>31</b>	<b>7,576,478</b>	<b>-188,100</b>	<b>-20,000</b>	<b>-30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-2,100,000</b>	<b>0</b>	<b>0</b>	<b>-600,000</b>	<b>0</b>	<b>0</b>	<b>-2,638,100</b>	<b>4,938,378</b>	

Dyersville City Administrator  
 Deferred Compensation Calculation  
 2026

(1) Current Salary		149,157	
Multiplied by 2.5%		<b>2.5%</b>	3,729
(2) Current FY total taxable property valuations (TTPV)	(A)	417,970,731	
Previous FY TTPV	(B)	385,727,532	
Difference (A)-(B)	(C)	32,243,199	
Divided by Previous FY TTPV (C)/(B)	(D)	<b>8.36%</b>	
Multiply (D) by (1)			312
(3) Figure above multiplied by factor -		100	
<b>Calculated deferred Compensation</b>			<b>31,170</b>

Maximum Reimbursement: \$14,916

These fields must be entered  
 All Bold fields are calculated  
 End result

**Section 7: Retirement**

The Employer agrees to enroll the Employee into Iowa Public Employees Retirement System (IPERS) and during the life of this Agreement to make all of the appropriate contributions as required to IPERS.

The Employer agrees to take all actions necessary, including executing the necessary agreements, to provide a tax deferred qualified plan selected by the Employee. The annual payment, up to a maximum 10% of the then current base salary, will be deposited on behalf of the City Administrator in an amount based on the following formula:

1. The then current base salary multiplied by 2.5%.
2. The figure from (1), above, multiplied by the following: current fiscal year Total Taxable Property Valuation (TTPV) less the previous fiscal year TTPV, divided by the previous fiscal year TTPV.
3. The figure from (2), above, multiplied by 100%.

The total figure shall be recalculated at the beginning of each fiscal year. The Employer shall make said payment on the first pay period of each fiscal year commencing July 1, 2019, and shall transfer ownership to Employee upon Employee's resignation or termination. Employee is vested and shall not be required to contribute to the tax deferred qualified plan. However, the Employee may voluntarily contribute a portion of his compensation to the plan at no expense to the City.

*Note: Step 3 indicates 100%; my understanding is that intention is 100 not 100%. If the amount should be 100%, then figure in step 3 would be 1 rather than 100 and calculation total would change*

April 17, 2026

***Sent via U.S. Mail:***

City of Dyersville City Council  
Dyersville City Hall  
340 1st Avenue East  
Dyersville, IA 52040

Scott DeSousa  
Dyersville City Council, Ward 1  
804 6th Ave SW  
Dyersville, Iowa 52040

Jeff Jacque  
Dyersville Mayor  
201 5th Avenue SE  
Dyersville, Iowa 52040

Mark Singsank  
Dyersville City Council, Ward 2  
542 Country Club Ct  
Dyersville, Iowa 52040

Norm Pottebaum  
Dyersville City Council, At Large  
1184 Woodland Dr  
Dyersville, Iowa 52040

Mike Oberbroeckling  
Dyersville City Council, Ward 3  
2015 Castle Hills Drive SE  
Dyersville, Iowa 52040

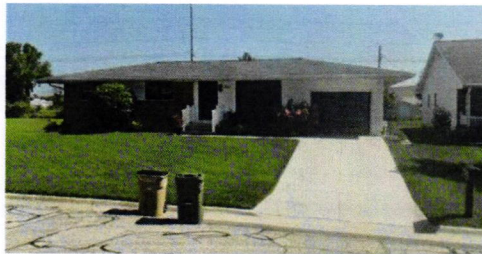
Mike English  
Dyersville City Council, At Large  
922 8th Street SW  
Dyersville, Iowa 52040

George Davis  
Dyersville City Attorney  
Dyersville City Hall  
340 1st Avenue East  
Dyersville, IA 52040

RE: Nuisance – Lumber Specialties, 1700 Beltline Road, Dyersville, Iowa

Dear Mayor Jacque, Council Members, and Mr. Davis:

I represent Mona Westermeyer and Peter Adams who live at 1304 First Avenue East, Dyersville, Iowa, 52040 (the “Westermeyer Family Home”):



Shuttleworth & Ingersoll, P.L.C.  
 April 17, 2026  
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I contacted Lumber Specialties and U.S. LBM Holdings, LLC (Lumber Specialties' parent company) on behalf of my clients in June 2025 regarding the fact that Lumber Specialties' 24-hour heavy industrial activities in my clients' backyard has caused them to lose the ability to use and enjoy the Westermeyer Family Home. My June 2025 demand letter is attached here. The letter explains how my clients' family purchased the Westermeyer Family Home long before Lumber Specialties expanded their operations—per the allowance of the City—and how living next to the facility is intolerable.

We received a written reply from Carin Brock of Lumber Specialties in August 2025, we replied, and we received another response in late September 2025. In the end, Lumber Specialties agreed to abate the nuisance by planting a few 6- to 10-foot evergreen trees. They claimed to have made “lighting improvements” and addressed my clients’ “sound concerns,” but my clients saw no difference in the offensive lighting or noise. Lumber Specialties refused to construct a solid fence around the facility or any housing or sound barrier around the dust collector/vacuum<sup>1</sup> that clanks loudly at all hours.

We have recently learned that Lumber Specialties hired Terracon in about August 2025 to conduct a “community noise monitoring report.” Although Lumber Specialties uses that report to claim that the facility is within sound limits set by zoning requirements and ordinances, the report shows otherwise. The report measured noise in decibels over a 24-hour period. Thus, rather than counting the number of times the noise exceeded limits, Terracon relied on the “equivalent sound level” or  $L_{eq}$  number, which is the “average sound energy” over a 24-hour period of time. Dyersville Ordinance No. 649—which was the ordinance that rezoned two parcels for Lumber Specialties on March 17, 1997—includes special restrictions that run with the land and specifically provides that the sound level “shall not exceed 55 decibels.”<sup>2</sup>

The Terracon report shows that the sound level at the Lumber Specialties' property line near the Westermeyer Family Home constantly exceeds 55 decibels, often exceeds 65 decibels, regularly hovers between 60 and 70 decibels for several hours in a 24-hour period, and spikes above 80 decibels at about a three-hour interval. The report shows that the monitor that was located nearest to the Westermeyer Family Home (Monitor #3) was placed along the fenceline between Beltline Road and Lumber Specialties and West of my clients' property line (not directly behind their home). It registered an  $L_{eq}$  of 60 decibels and a maximum sound level of 97.8 decibels that

<sup>1</sup> I referred to the dust collector/vacuum in my first letter to Lumber Specialties variously as a “silo/tower structure” and a “tumbling or chipping machine that is housed in a tall, metal silo-like tower structure.” Lumber Specialties has told us the offensive silo/tower is a dust collector or vacuum.

<sup>2</sup> This Ordinance subsection applies to “the interface” between Parcel 0732127027 and Parcel 0732127028, not Parcel 0732127006 which is nearest to the Westermeyer Family Home. But, if the City was concerned about exceeding 55 decibels at that interface, it also should be concerned about exceeding 55 decibels at the point where Parcel 0732127006 meets Beltline Road.

Shuttleworth & Ingersoll, P.L.C.  
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occurred at 4:50 a.m. Thus, the Terracon report does not support Lumber Specialties' claim that the facility's noise is within the set requirements. Moreover, noise is a 24-hour per day nuisance to my clients, and it is objectionable despite what the report provides.

As you may remember, my clients first contacted Lumber Specialties in October 2022 and raised these same concerns. Lumber Specialties removed trees and grading began in April 2023. My clients first contacted the City Council in September 2023 regarding these concerns, as well as concern that Building Permit No. 22-2240 (Store SPE USLBM 2017-6LLC for 1700 Beltline Road) was not properly noticed to the public. They sent another letter to Robert Stewart at Lumber Specialties in October 2023. No action was taken by Lumber Specialties or the City Council in response to these contacts.

We are aware that my clients' neighbors, the Bockenstedts (living at 1146 3<sup>rd</sup> Ave NE), have retained Brian Fagan at Simmons Perrine to represent them. Lumber Specialties has responded similarly to the Bockenstedts' demands by refusing to agree to build a retention/detention pond, install a fence, or install a sound barrier on the dust collector/vacuum.

Lumber Specialties' response is inadequate. The light, noise, and dust nuisances have not been abated. The banging, hammering, clanking, truck traffic noises, and other noises continue to wake my clients up in the middle of the night, and the offensive lights shine brightly into the windows of the Westermeyer Family Home at all hours. They are unable to use their backyard on most days, and they are forced to keep their windows closed tightly all times of the year to keep the dust and noise out. The elderly Boeckenstedts are similarly suffering, but they also have drainage issues and garbage in their yard as a result of the operations at Lumber Specialties.

It is our understanding that the Lumber Specialties' facility is zoned I-2 Industrial which is the middle level of Dyersville's three industrial zoning tiers. According to the City Code of Ordinances Chapter 165, that tier is intended "for the location of industrial uses with relatively limited environmental effects." Dyersville Code of Ordinances 165.05.11(A)(x) (I-2 Mixed Industrial District). It further states that I-2 Districts are "designed to provide appropriate space and regulations to encourage good quality industrial development *that is buffered from lower intensity uses when necessary[.]*" *Id.* (emphasis added). The Code of Ordinances states that the City "includes buffering requirements to reduce incompatibility" with "lower-intensity surrounding land uses." *Id.* 165.05.11(A)(xi). But, unfortunately, appropriate buffering has not occurred as to Lumber Specialties. The activity and sound of the dust collector is one example of how the facility's use conflicts with the surrounding properties that are zoned for residential use. Another example is the traffic from the downtown railroad spur: Parades of fork lifts and loaded trucks zoom down the road and cross the highway carrying loads of lumber.

It appears Lumber Specialties represented its expansion to be a "warehouse." *See* City of Dyersville Resolution No. 22-25 (dated 02/17/2025); City of Dyersville Resolution No. 63-24 (dated 11/4/2024); City of Dyersville Resolution No. 59-25 (dated 10/07/2024). Clearly, it is not operating as a warehouse. The Lumber Specialties facility is operating like a manufacturing

Shuttleworth & Ingersoll, P.L.C.  
April 17, 2026  
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facility which operates 24-hours per day, beginning on Sunday late afternoon/early evening to late afternoon/early evening on Friday. It is a nuisance.

My clients are hopeful that their City Council will work to address the nuisances that they and many of their neighbors are faced with since Lumber Specialties expanded its manufacturing operation. We suggest that you work to set up a public meeting – perhaps with a mediator – to begin to address the issues that face your citizens.

My clients continue to expressly reserve all rights and remedies at law or in equity.

Thank you for your time. I look forward to hearing from you by no later than May 1, 2026.

Sincerely,



Teresa B. Morio  
[TBM@Shuttleworthlaw.com](mailto:TBM@Shuttleworthlaw.com)

Enc.

Cc: Brian J. Fagan, Managing Partner  
Simmons Perrine PLC  
bfagan@sp.law

Carin Brock, VP & Deputy General Counsel  
US LBM Holdings, LLC  
Carin.brock@uslbn.com

**COPY**

Item 8.

# Shuttleworth & INGERSOLL

ATTORNEYS AT LAW • ESTABLISHED 1854

June 23, 2025

***Sent via Certified U.S. Mail:***

US LBM Holdings, LLC  
Attn: Manish Shanbhag, Executive VP and  
Chief Legal Officer  
Attn: Charlie Bradburn, VP Operations,  
Midwest Region  
2077 Convention Center Concourse  
Suite 125  
Atlanta, GA 30337

***Sent via Certified U.S. Mail:***

Lumber Specialties - Dyersville  
1700 Beltline Road  
PO Box 38  
Dyersville, IA 52040

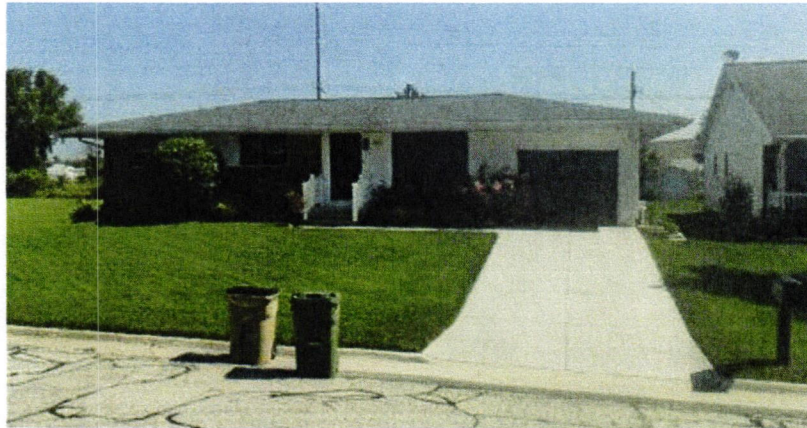
***Sent via email: bstewart@lbrspec.com***

Lumber Specialites – Dyersville  
Attn: General Manager Robert Stewart

RE: Nuisance – Lumber Specialties, 1700 Beltline Road, Dyersville, Iowa

Messrs. Shanbhag, Bradburn, and Stewart:

I represent Mona Westermeyer and Peter Adams who live at 1304 First Avenue East, Dyersville, Iowa, 52040 (the “Westermeyer Family Home”):



Since the Lumber Specialties manufacturing facility was expanded in late 2022 through mid-2023, Mona and Peter have lost the ability to use and enjoy both the inside and outside of the Westermeyer Family Home due to the interfering noises and lights that emanate from the facility twenty-four hours per day, five days per week. Mona and Peter have been unable to spend time outside of the Westermeyer Family Home or enjoy fresh air through open windows

**Shuttleworth & Ingersoll, P.L.C.**

Phone: 319.365.9461

Fax: 319.365.8443

www.ShuttleworthLaw.com

Cedar Rapids Office

235 6<sup>th</sup> St. SE

Cedar Rapids IA 52401

Coralville Office

327 2<sup>nd</sup> St., Suite 300

Coralville, IA 52241

Waterloo Office

314 E. 4<sup>th</sup> St.

Waterloo, IA 50703

Shuttleworth & Ingersoll, P.L.C.  
June 23, 2025  
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due to the constant banging of a tumbling or chipping machine that is housed in a tall, metal, silo-like tower structure; increased road noise from additional truck and forklift traffic on Beltline Road; the screech of occasional chain saws; and the beeps of forklifts that zoom about the property day and night. When Lumber Specialties is operating, decibel readings from near the Westermeyer Family Home have been recorded as high as eighty decibels. As you likely know, exposure to sounds at or above eighty-five decibels can cause hearing loss and OSHA requires that employees who are exposed to an eight-hour-time-weighted average of eighty-five decibels or greater are provided with hearing protection.

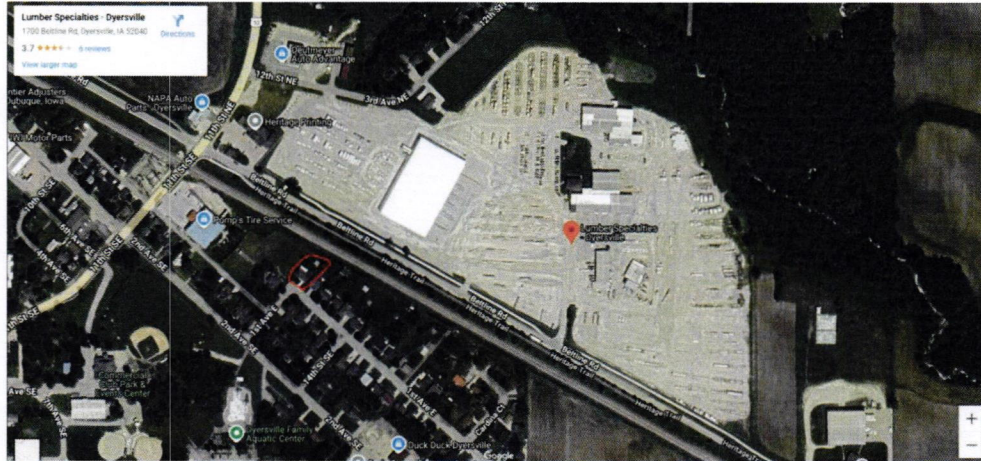
Although the noises are mostly absent between Friday at 6:00 p.m. to Sunday at 6:00 p.m., the lot lights are never off. The building lights blaze into Mona and Peter's backyard from dusk to dawn, and they shine into their windows. Not only can they not enjoy a morning cup of coffee or a summer evening on the patio, they cannot have friends over to enjoy time on the patio during Lumber Specialties' work hours due to the noise.

The facility is clearly a nuisance, as that term is defined by Iowa's statute and common law. *See* Iowa Code §§ 657.1, 657.2; *Vagts v. N. Nat. Gas Co.*, 8 N.W.3d 501 (Iowa 2024); *Miller v. Rohling*, 720 N.W.2d 562 (Iowa 2006). As you likely know, the nuisance standard in Iowa is a "normal person standard" or objective standard. We believe a normal person living in Dubuque County, Iowa, would find that the invasion caused by Lumber Specialties to Mona and Peter is an invasion that is "definitely offensive, seriously annoying or intolerable," and, thus, a nuisance. *Miller*, 720 N.W.2d at 567–68. Lumber Specialties has caused a permanent nuisance because the offending lights and noises are "reasonably certain to continue into the future." *Patz v. Farmegg Prods., Inc.*, 196 N.W.2d 557, 552 (Iowa 1972).

Mona grew up in Dyersville in the exact home she and Peter live in now—the Westermeyer Family Home. She and Peter retired and moved back to Iowa in 2018 in order to take care of Mona's elderly mother. Mona and Peter purchased the home and cared for Mona's mother until she died in February of 2020. The Westermeyer Family Home backs up to a railroad track which runs parallel to a walking trail (Heritage Trail), which, in turn, runs parallel to Beltline Road. Up until 2022, there was beautiful farmland to the Northeast of Beltline Road. One of the major reasons Mona and Peter purchased the family home—which was built by her father in 1958 and 1959—was the tranquility and dark skies offered by the Iowa farmland in their backyard. They poured sweat equity and about \$225,000 into the Westermeyer Family Home to remodel it into their forever home.

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Here is a screenshot from Google maps that shows the facility and the Westermeyer Family Home outlined in red:

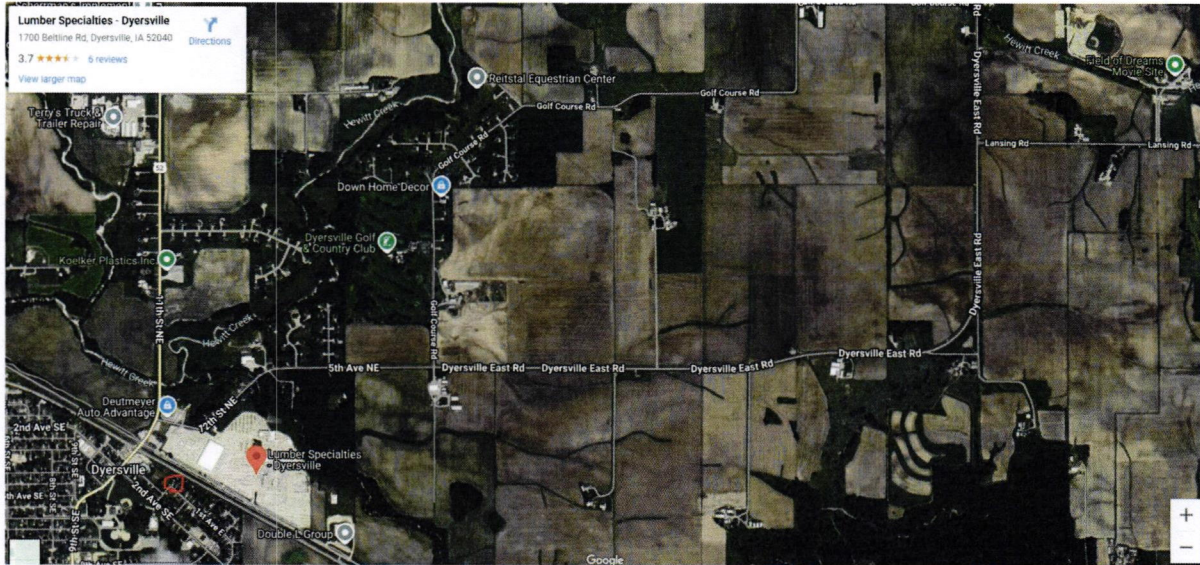


My clients have repeatedly called, emailed, and written letters to Lumber Specialties (including General Manager Robert Stewart), the City of Dyersville, and others asking for a reasonable remedy. They understand that they will have to live with some interference as long as they live in the Westermeyer Family Home. They simply want Lumber Specialties or US LBM Holdings, LLC, to plant a row of robust trees along the perimeter of the Lumber Specialties lot line so some of the light and noise from the facility is filtered or blocked. They also request that Lumber Specialties take action to reduce machine noise that appears to emanate from the silo/tower structure. Their exceedingly reasonable request for a row of trees and noise mitigation has fallen on dismissive ears.

Moreover, Mona and Peter have been treated differently by Lumber Specialties than those who have influence in the community. As you may know, the quaint town of Dyersville, Iowa, was made famous by Kevin Costner and others starring in the 1989 movie “Field of Dreams.” The road to the Field of Dreams Movie Site is well-traveled and runs along the North West side of the Lumber Specialties facility—along a street that is known variously as 12th Street NE and 3rd Avenue NE. As one travels East on the street, it becomes Dyersville East Road. That street and road are also the way that most members make their way to the Dyersville Golf and Country Club. Lumber Specialties planted a beautiful row of large pine trees along the edge of the facility grounds so visitors and members’ view of the facility is partially blocked as they drive toward the Field of Dreams or the Country Club. Not so for the property line that backs up to my clients’ Home on the South West side of the facility.

Shuttleworth & Ingersoll, P.L.C.  
June 23, 2025  
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Here is a screen shot of the facility, the Home circled in red, the Dyersville Golf and Country Club marked in green, and the Field of Dreams Movie Site marked in green:



Mona and Peter demand that US LBM Holdings, LLC, and Lumber Specialties engage. We demand the following remedies by September 1, 2025:

- 1) Trees: We demand that you pay for a row of twelve Eastern Pine trees of a size not less than twenty feet in height, to be planted along the South West edge of Lumber Specialties' property. We demand you pay for the trees and the cost to transport, plant, and maintain them. It would be prudent to purchase the trees from a greenhouse or garden center that guarantees them for at least a one-year period from the time they are planted.
- 2) Noise reduction. We also demand that Lumber Specialties investigate appropriate methods or materials that will reduce the sound emanating from the silo-like tower structure and institute such methods or materials to achieve an overall sound reduction of fifteen decibels, as measured from the Northern property line of the Westermeyer Family Home.

If these requests are ignored, Mona and Peter are prepared to take legal action in court. Damages for a permanent nuisance are the diminution in property value. *Weinhold v. Wolff*, 555 N.W.2d 454, 465 (Iowa 1996). Such damages are intended to compensate the landowner for interference that is tantamount to a permanent taking of the property. *Id.* Mona and Peter will also be entitled to recover special damages for personal inconvenience, annoyance, and discomfort caused by the nuisance. *Id.*

Shuttleworth & Ingersoll, P.L.C.  
June 23, 2025  
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Thank you for your time. I look forward to hearing from you by no later than July 7, 2025.

Sincerely,



Teresa B. Morio  
[TBM@Shuttleworthlaw.com](mailto:TBM@Shuttleworthlaw.com)

# 2026 WATER QUALITY REPORT FORCITY OF DYERSVILLE

Item 9.

This report contains important information regarding the water quality in our water system. This report will not be mailed to the water customer. If you would like a copy of the report, it can be found on our website at [www.cityofdymersville.com](http://www.cityofdymersville.com) or contact city hall for a copy. The source of our water is groundwater. Our water quality testing shows the following results:

CONTAMINANT	MCL - (MCLG)	Compliance		Date	Violation n	Source
		Type	Value & (Range)			
<b>950-DISTRIBUTION SYSTEM</b>						
Total Trihalomethanes (ppb) [ TTHM]	80 (N/A)	LRAA	22.2(22-22)	08/06/2025	No	By-product of drinking water chlorination
Total Halo acetic Acids (ppb) [HAA5]	60 (N/A)	LRAA	8.87(9-9)	09/30/24	No	By-product of drinking water Disinfection
Copper (ppm)	AL=1.3 (1.3)	90th	0.359 mg/l (.0531 - .878)	2024	No	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
Lead (ppb)	AL=15 (0)	90th	1.70 mg/l (ND-9.0)	2024	No	Corrosion of household plumbing systems; erosion of natural deposits
Chlorine (ppm)	MRDL=4.0 (MRDLG=4.0)	RAA	1.79 (0.68-2.86)	2025 RAA	No	Water additive used to control microbes
<b>01 - FINISHED WATER TAP, #4</b>						
Gross Alpha, inc (pCi/L)	15 (0)	SGL	4.6	03/13/24	No	Erosion of natural deposits
Combined Radium (pCi/L)	5 (0)	RAA	0.0	06/19/24	No	Erosion of natural deposits
Fluoride (ppm)	4 (4)	SGL	.9	01/06/21	No	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
Nitrate [as N] (ppm)	10 (10)	SGL	0.6	01/15/25	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Sodium (ppm)	N/A (N/A)	SGL	27.8	01/23/24	No	Erosion of natural deposits; Added to water during treatment process
<b>04 - FINISHED WATER TAP, #5</b>						
Gross Alpha, inc (pCi/L)	15 (0)	SGL	4.8	01/29/25	No	Erosion of natural deposits
Combined Radium (pCi/L)	5 (0)	SGL	3.1	01/29/25	No	Erosion of natural deposits
Fluoride (ppm)	4 (4)	SGL	1.1	06/25/25	No	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
Nitrate [as N] (ppm)	10 (10)	SGL	0.15	08/26/25	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Sodium (ppm)	N/A (N/A)	SGL	51.5	05/21/25	No	Erosion of natural deposits; Added to water during treatment process

The average water hardness in Dyersville is 200 milligrams/liter or 11.7 grains per gallon.

Note: Contaminants with dates indicate results from the most recent testing done in accordance with regulations.

## DEFINITIONS

- Maximum Contaminant Level (MCL) – The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology.
- Maximum Contaminant Level Goal (MCLG) -- The level of contaminants in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- ppb -- parts per billion.
- ppm -- parts per million.
- pCi/L – picocuries per liter
- N/A – Not applicable
- ND -- Not detected
- RAA – Running Annual Average

- Treatment Technique (TT) – A required process intended to reduce the level of a contaminant in drinking water.
- Action Level (AL) – The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- SGL – Single Sample Result
- RTCR – Revised Total Coliform Rule
- NTU – Nephelometric Turbidity Units

## GENERAL INFORMATION

Drinking water, including bottled water, may reasonably be expected to contain at least some small amounts of contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants or potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised people such as people with cancer undergoing chemotherapy, people who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health effects in people of all ages, especially pregnant women, infants and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Dyersville is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. Because lead levels may vary over time, lead exposure is possible even when your tap sampling results do not detect lead at one point in time. You can help protect yourself and your family by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Using a filter, certified by an American National Standards Institute accredited certifier to reduce lead, is effective in reducing lead exposures. Follow the instructions provided with the filter to ensure the filter is used properly. Use only cold water for drinking, cooking, and making baby formula. Boiling water does not remove lead from the water. Before using tap water, flush your pipes for several minutes. You can do this by running your tap, taking a shower, doing laundry or a load of dishes. If you have a lead service line or a galvanized line requiring replacement, you may need to flush your pipes for a longer period. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Lead tap sampling data can be found in the Iowa Drinking Water Data Portal: <https://programs.iowadnr.gov/iowadrinkingwater>. The City of Dyersville had completed a service line inventory. You may contact us for information regarding the inventory and how you can access the results.

## SOURCE WATER ASSESSMENT INFORMATION

This water supply obtains its water from the sandstone and dolomite of the Cambrian-Ordovician aquifer. The Cambrian-Ordovician aquifer was determined to have low susceptibility to contamination because the characteristics of the aquifer and overlying materials provide natural protection from contaminants at the land surface. The Cambrian-Ordovician wells will have low susceptibility to surface contaminants such as leaking underground storage tanks, contaminant spills, and excess fertilizer application. A detailed evaluation of your source water was completed by the Iowa Department of Natural Resources and is available from the Water Operator at 563-875-7724.

## CONTACT INFORMATION

For questions regarding this information, please contact City Hall at 563-875-7724 during the following hours: 8:00 am - 5:00pm. Decisions regarding the water system are made at the Council meetings held on the first and third Mondays at 6:00 pm in the basement of the City Hall and are open to the public.

April 17, 2026

Ref: MP-020-6(715)283--76-28

Dear City Council:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let the project as referenced above on April 21, 2026. This project, or a portion thereof, lies within or near your city. The project is proposed for construction during 2026 and will consist of PCC patching on US-20 from IA-38 to US-61.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund, and no charges will be made against the city.

The contract will be administered by the Manchester Resident Construction Engineer's Office. If the City would like to be notified of the preconstruction meeting schedule, contractor's proposed work schedule, or has any other questions and/or concerns, please contact Hugh Holak, P.E., Resident Construction Engineer of the Manchester RCE Office by calling 563-927-2397, or by email at [hugh.holak@iowadot.us](mailto:hugh.holak@iowadot.us)

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible to expedite any possible changes.

Sincerely yours,



Danielle Alvarez, P.E.  
Assistant District Engineer

DLA:JWP

**To:** Erin Learn, City Clerk, City of Delaware

Linda Gaul, City Clerk, City of Earlville

Jake Harris, Utility Superintendent, City of Earlville

Trisha Maiers, City Clerk/Treasurer, City of Dyersville

Korissa Tuegel, City Clerk, City of Farley

Jessica Kennedy, City Clerk, City of Epworth

Marcie Winkelman, City Clerk, City of Peosta

Adrienne Breitfelder, City Clerk, City of Dubuque

**Cc:** Jesse Tibodeau, P.E., Iowa DOT District Engineer, District 6

Danielle Alvarez, P.E., Iowa DOT Assistant District Engineer, District 6

Adrian Simonson, P.E., Iowa DOT District Construction Engineer, District 6

---

Hugh Holak, P.E., Manchester Resident Construction Engineer, Manchester RCE Office  
Brian Stelken, Iowa DOT Engineering Tech Senior, Manchester RCE Office  
Diane Recker, Iowa DOT Engineering Office Assistant, Manchester RCE Office  
Russell Weber, P.E., Iowa DOT Area Engineer, District 6 Office



**April 2026 Newsletter**



Photo Credit: "Crawling Through the Corn," Dave LaBelle of Dyersville

1st Place Iowans in Action

*16th Annual Keep Iowa Beautiful Photography Contest*

**Celebrating those who make Iowa great!**

In this issue, we celebrate the winners of our Annual Awards and scholarships, recognizing individuals, businesses, communities, and organizations that simply shine when it comes to improving Iowa communities. We will showcase the 2026 Paint Iowa Beautiful grant recipients, whose plans to transform their communities will create visible hometown pride. We will also celebrate our staff and board for some incredible honors!

There's a famous line we all know well: "Is this Heaven? No, it's Iowa." These remarkable individuals, towns and organizations across our state are making sure that difference stays hard to spot. We are reminded that a beautiful Iowa doesn't happen by accident. It happens through the dedication of residents like you who believe that our environment is worth protecting and our communities are worth perfecting.

**With gratitude,**

**The Keep Iowa Beautiful Team**

**2026 Annual Award Winners**



**Keep Iowa Beautiful  
Service Award - 25 Years**

Mike Richardson



**Donald F. Lamberti  
Hometown Pride Vision Award**

Shawna Jayne



**Robert D. Ray  
Community Award for Excellence**

City of Lake View  
(Hometown Pride Community)



**Robert D. Ray  
Community Award for Excellence**

City of Bondurant



**Keep Iowa Beautiful  
Corporate Award for Excellence**

Fareway



**Keep Iowa Beautiful  
Organization Award for Excellence**

Iowa Area Development Group

*Photo Credit: Brent Isenberger Photography*

**2026 Scholarship Recipients**



Luke Boyle  
Peosta, Iowa



Madie Deutmeyer  
Ryan, Iowa



Max Trujillo-Garcia  
Guthrie Center, Iowa

To read more about Keep Iowa Beautiful Award scholarships, [click here!](#)

## Iowa Rural Development Council Award

### Celebrating Keep Iowa Beautiful!

We are proud to be the recipient a Rand Fisher Rural Business Leadership Award by the Iowa Rural Development Council! The award was presented recently in Dubuque at the Iowa Rural Development Council's annual conference, the Iowa Rural Summit.

The Rand Fisher Rural Leadership Award, sponsored by the IADG Community Foundation, recognizes individuals and organizations for their leadership and impact on small towns across the state.

Read Keep Iowa Beautiful's [recent press release](#) to find out more about this award and the statewide efforts that garnered our nomination!



Pictured, L-R: Bruce Nuzum, Liesl Seabert (board chair),  
Andy Frantz (executive director), Lorin Ditzler (associate director), Rand Fisher

**Congratulations Liesl!**



**Keep Iowa Beautiful Board Chair  
Receives High Honor**

Keep Iowa Beautiful is proud share that Liesl Seabert, board chair, has been selected as a member of the Des Moines Business Record 2026 40 Under 40 class!

The honorees—nominated and selected by past award recipients—exemplify what it means to balance a high-achieving career with a dedication to community engagement.

Congratulations Liesl! We are so proud of you and couldn't be happier to have you as our leader!

[Click here](#) to read more about Liesl's history and accomplishments.

## 2026 Paint Iowa Beautiful Grants Awarded

### Celebrating Partnership

Diamond Vogel is turning 100!  
To celebrate their centennial, we have awarded **100 Paint Iowa Beautiful grants** this year!



For over two decades, this partnership has provided free paint for volunteer-led projects that revitalize our communities. From historic libraries and schools to local parks and community centers, these grants help Iowans take pride in their public spaces.

To date, this initiative has supported over 1,600 projects, covering more than five million square feet of Iowa's landscape. We can't wait to see what these latest 100 winners accomplish! To learn more about Paint Iowa Beautiful or see a full list of 2026 grant winners, [click here!](#)

Thank you Diamond Vogel for this longstanding, amazing partnership!



Pictured above are two 2025 Paint Iowa Beautiful projects.

Shelby County Wellness Alliance (L), Villisca Community Betterment Association (R)

## Host a Pick-Up Iowa Event

### Celebrate Your Community!

What better way to celebrate your community than to keep it beautiful!

Pick-Up Iowa runs April through June and is for everyone! Schools, service clubs, businesses, families, and volunteer groups all play a role in keeping Iowa beautiful.

This year, since we are also celebrating America's 250th birthday, we have set a goal to get **2,500 volunteers collecting 2,500 bags of litter** between April and June.

Participation is easy:

- ✓ Choose your cleanup date (April–June)
- ✓ Gather your team
- ✓ Select your location
- ✓ Register your event online



Pictured above are two Hometown Pride communities participating in Pick-Up Iowa 2025.

From top to bottom: Preston Hometown Pride, Lost Nation Hometown Pride

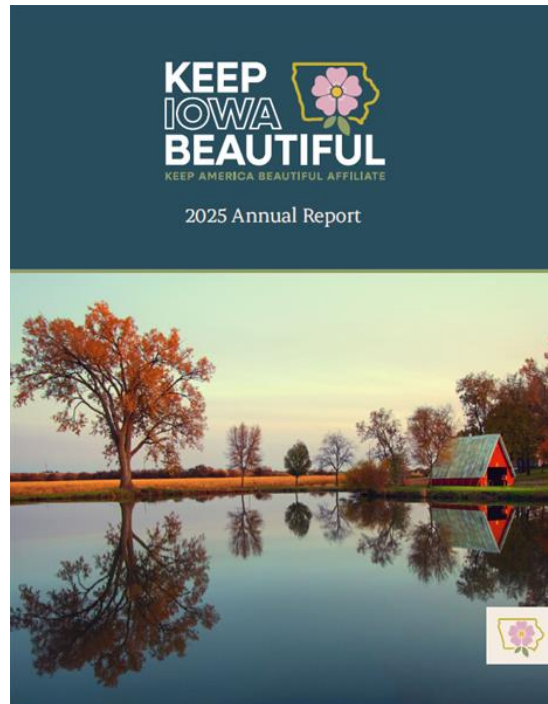
[Register Your Pick-Up Iowa Event Today!](#)

## 2025 Annual Report

### Celebrating a Beautiful Iowa

Keep Iowa Beautiful is proud to release our 2025 Annual Report, commemorating another year of transformative community impact. Through your dedication, we've beautified communities and fueled local economic growth.

In 2025, our programs engaged more than 4,000 volunteers, supported 353 community improvement efforts and directed more than \$4 million dollars for the betterment of Iowa communities.



We are deeply grateful to our donors, volunteers, and partners. Your support ensures that Iowa remains a vibrant, clean place to call home.

[Read the 2025 Annual Report Here](#)

PS - The 2025 Annual Report has something BRAND new we are celebrating (and unveiling soon). See if you can figure out what it is!!!

## Your Support Matters!



From painting the state beautiful to instilling civic pride in our communities, the programs we provide are thanks to donations from supporters like you!

Consider giving to Keep Iowa Beautiful to help us continue our work improving Iowa communities!

[Donate to Support Iowa Communities](#)



**NEW Mailing Address & Phone Number**



**Keep Iowa Beautiful**

PO Box 1056

Johnston, IA 50131

[www.KeepIowaBeautiful.com](http://www.KeepIowaBeautiful.com)



Keep Iowa Beautiful | PO Box 1056 | Johnston, IA 50131 US

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APRIL 2026 NEWSLETTER

## Everyone's Voice Is Valued Around Our Table

### A Message from Our President & CEO

This month, I extend sincere appreciation to the investors in our **YOU can be great here** campaign. Hard as it may be to believe, this July marks the final year of the current campaign and the beginning of an important transition as we of reset, reimagine, and recommit to the next chapter of our work.

One of the things I value most about leading Greater Dubuque Development is the breadth of stakeholders who come together around the table—private businesses, nonprofits, local governments, labor leaders, education partners, and legislators. Growing a community's economy takes all of us, and our region is strongest when every voice is engaged.

In the year ahead, our focus will be on strategies aligned with our core priorities:

- Preserving the long-term financial health of our organization
- Advancing talent recruitment, retention, and population growth
- Attracting new business investment and jobs

We have also taken deliberate steps to educate, inform, and support the key tools that sustain our competitiveness—tools such as Tax Increment Financing (TIF) and the Iowa New Jobs Training Program (260E). These public-private mechanisms remain essential to fostering investment and strengthening our economic development partnerships.

We look forward to continuing to move our community and region forward as we listen, engage, and collaborate. On behalf of our team and board, thank you for your leadership, your investment, and your continued belief in this work we do together.



With appreciation,

**Jason White**

President & CEO

[jasonw@greaterdubuque.org](mailto:jasonw@greaterdubuque.org) | 563-557-9049

**Business Support & Attraction**

**YOUR BUSINESS** can be great here.



**Business Expansion**

**Revolution Lightboards Grows Footprint in Dubuque Industrial Park West**

Revolution Lightboards has relocated to a new commercial facility on Synergy Court, continuing its growth as a Dubuque-based manufacturer with global reach. From its beginnings as a local startup, the company has become a leading producer of lightboards and self-service video recording studios, serving customers in all 50 states and more than 40 countries.

Products are designed and manufactured in Dubuque, supporting local industry while reaching a worldwide client base that includes major companies, healthcare systems, and universities.

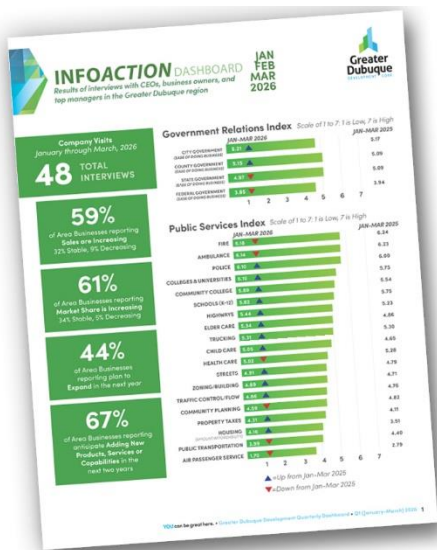
As part of its continued investment in the region, Revolution Lightboards is offering access to its on-site video recording studios at no cost to area educators and business professionals, creating new opportunities for content creation, training, and communication across the Greater Dubuque area.

[Connect with the Revolution Lightboards team to learn more](#)



**Interested in learning how we can support your business expansion plans?**

Contact Daniel McDonald, Director of Existing Business, at 563-557-9049 or [danielm@greaterdubuque.org](mailto:danielm@greaterdubuque.org)



Data & Resources

**InfoAction Program Quarterly Report 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 program. This past quarter, we interviewed the leaders of 48 area companies to gather real-time data on their challenges, opportunities, and workforce trends.

[Download the January-March 2026 InfoAction Dashboard](#)



**Interested in learning more about our InfoAction program?**

Contact Daniel McDonald, Director of Existing Business, at 563-557-9049 or [danielm@greaterdubuque.org](mailto:danielm@greaterdubuque.org)



Existing Business Funding

**Local Manufacturers Awarded Manufacturing 4.0 Grants**

Two regional manufacturers have been awarded funding through the Iowa Economic Development Authority Manufacturing 4.0 Technology Investment Program to support the adoption of smart technologies. FH Uelner Precision Tools and Dies, of Dubuque, received \$75,000, while JEDA Polymers, of Dyersville, was awarded \$10,000.

The program helps small and mid-sized manufacturers enhance productivity, efficiency, and competitiveness by investing in advanced technologies. This fiscal year, 39 companies across Iowa received nearly \$2 million in total awards.

[\*\*Learn more about the State of Iowa’s Manufacturing 4.0 Technology Investment program\*\*](#)



**Interested in exploring if the Manufacturing 4.0 Technology program is a good fit for your business?**

Contact Daniel McDonald, Director of Existing Business, at 563-557-9049 or [danielm@greaterdubuque.org](mailto:danielm@greaterdubuque.org)

Regional Collaboration

**Tri-State Practitioners Advance Regional Collaboration**



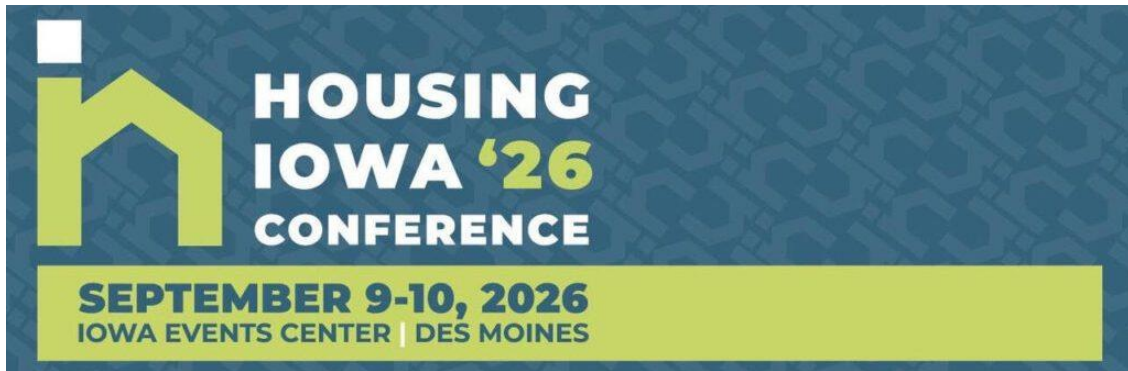
Convened by Greater Dubuque Development, the Tri-State Economic Development Practitioners met April 16 to explore new opportunities for regional collaboration across Iowa, Illinois, and Wisconsin. Representing 8 counties and a combined population over 250,000, the group is advancing shared strategies for business attraction, talent recruitment, and long-term growth.

[Read more about April’s convening of the Tri-State Economic Development Practitioners](#)



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

Contact Jason White, CEO & President, at 563-557-9049 or [jasonw@greaterdubuque.org](mailto:jasonw@greaterdubuque.org)



Housing Development

### **Nominations Open for 2026 HousingIowa Awards**

The Iowa Finance Authority is now [accepting nominations](#) for the 19th annual HousingIowa Awards, recognizing leadership, innovation, and impact in affordable housing across the state. Nominations are **due by 4:30 p.m. on Friday, June 5, 2026.**

The awards highlight outstanding projects and programs in the following categories:

- Multifamily Housing Development
- Single-Family Housing Development
- Special Needs Housing Development<
- Innovation

Additional honors recognize individuals making a difference in housing, including the Kay Anderson Friend of Iowa Award and the Mark Sertterh Friend of Housing Award.

Recipients will be recognized during the HousingIowa Conference on September 9, 2026 in Des Moines, IA, where selected projects and leaders will be featured for their impact and innovation.

[Click to learn more and submit a nomination](#)

## Population Growth

**YOUR FUTURE** can be great here.



## Retention Efforts

### **Enrollment Now Open for 2026 Talent Dubuque: An Intern Engagement Program**

Greater Dubuque Development is excited to bring back Talent Dubuque: An Intern Engagement Program, designed to connect your summer interns with the community and one another. This free program provides unique networking and community experiences for the next generation of talent, creating connections that increase the likelihood that they will choose to stay and build their careers in the Greater Dubuque region.

Participation is free and open to interns of Workforce Solutions Investors or any student currently enrolled in a regional institution of higher education.

### **2026 Talent Dubuque Events**

#### **Welcome Lunch**

Thursday, June 11 | 11:30 a.m. – 1:00 p.m.

Grand River Center | 500 Bell St, Dubuque, IA

#### **Sunset Social at Swiss Valley**

Wednesday, June 17 | 5:00 – 8:00 p.m.

Swiss Valley Park | 13069 Swiss Valley Rd., Peosta, IA

## Dubuque Area Chamber of Commerce Young Professionals (YP) Luncheons

Wednesday, July 15 | 11:30 a.m. – 1:00 p.m.

Tuesday, August 18 | 11:30 a.m. – 1:00 p.m.

Q Casino + Resort, Reflections | 1855 Greyhound Park Rd., Dubuque, IA

## Choose-Your-Saturday Dubuque Farmer’s Market

Saturdays, May through October | 7:00 a.m. – 12:00 p.m.

Downtown Dubuque | 1100-1300 Blocks of Iowa St.

Participants receive a \$15 voucher redeemable during this summer’s Dubuque Farmers’ Market by Dubuque Main Street.

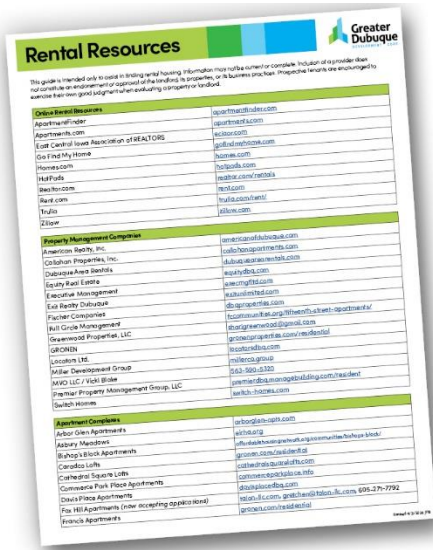
Registration is now open; [download and complete our registration spreadsheet](#) to [email to Mandi Dolson](#), Director of Workforce Recruitment & Retention. Employers are responsible for enrolling their interns in the Talent Dubuque program; interns must RSVP for individual events as dates approach.

[Learn more about our 2026 Talent Dubuque: An Intern Engagement Program](#)



### Interested in learning more about Talent Dubuque?

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or [mandid@greaterdubuque.org](mailto:mandid@greaterdubuque.org)



## Newcomer Resource

### Updated Rental Resource Guide Now Available

Help new employees get settled with our updated [Rental Resources Guide](#)—a quick-reference tool with contacts and links to explore rental options in the Greater Dubuque region. Download it today and make it part of your onboarding support for new team members who are also new to the community.

[Download our updated Rental Resource Guide](#)



### Interested in learning about our other newcomer services?

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or [mandid@greaterdubuque.org](mailto:mandid@greaterdubuque.org)



## College Outreach

### That's a Wrap: YOU can be great here Community of Colleges 2025-2026

From career fairs to hockey, bowling, and movie nights, the **YOU can be great here** Community of Colleges series engaged 568 students this academic year with the help of our higher education partners. These

College Bowling Night made its first appearance in the 2025–2026 **YOU can be great here** Community of Colleges series, striking a chord with area college students.

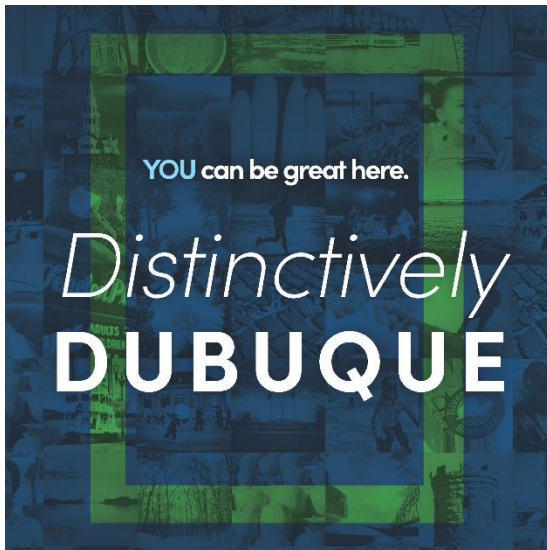
experiences introduced students to area employers and helped them build meaningful connections to the Greater Dubuque region to support population growth and facilitate talent pipelines.

[Learn more about our 2025-2026 YOU can be great here Community of Colleges events](#)



**Interested in learning about our college outreach effort?**

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or [mandid@greaterdubuque.org](mailto:mandid@greaterdubuque.org)



Newcomer Resource

**Distinctively Dubuque Concludes 65th Class, Returns This Fall**

Greater Dubuque Development recently completed the 65th class of Distinctively Dubuque, welcoming a full cohort of 30 participants this spring. The program continues to connect new and returning residents to the region, with fall sessions beginning August 19 and September 30. The program is offered at no cost to participants.

[Download Distinctively Dubuque information to learn more and register](#)



### Interested in learning about Distinctively Dubuque?

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or [mandid@greaterdubuque.org](mailto:mandid@greaterdubuque.org)

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#### Data & Resources

#### Last Call for Workforce Solutions Breakfast Registrations

Join us **Thursday, May 14, 2026 from 8:00 - 9:30 a.m.** at Diamond Jo Casino for the next Workforce Solutions Breakfast. This event brings together area CEOs, HR professionals, elected officials, and community leaders to share the latest workforce strategies that support employers across the Greater Dubuque region and help deliver on the promise that YOU can be great here.

A buffet breakfast begins at 7:45 a.m., followed by a program at 8:00 a.m. featuring Greater Dubuque Development staff and partners.

Space is limited for this free event. **RSVP by Friday, May 8** through the online form or contact Anna Roling, Executive Assistant at Greater Dubuque Development, at 563-557-9049 or [annar@greaterdubuque.org](mailto:annar@greaterdubuque.org).

[Register now for the May 14 Workforce Solutions Breakfast](#)

**YOUR SUPPORT can be great here.**

Invest in [AccessDubuqueJobs.com](https://AccessDubuqueJobs.com) and receive unlimited access to the top regional jobs site, over 10,000 resumes, expert assistance from our Workforce Solutions team, and a suite of newcomer service tools. Your investment powers these services, supports our college engagement efforts, and fuels outreach to job seekers in our market and beyond.

**Renewed Investors**

- American Lady Cruises/Catfish Charlies
- Black Hills Energy
- Crescent Electric Supply Co
- Double L Group, LLC
- East Dubuque Nitrogen Fertilizers
- Holy Family Catholic Schools
- John Deere Dubuque Works
- Loras College
- McCoy Group
- Nordstrom
- Northwestern Mutual
- Southwest Health
- Suttner America Company
- Webber Metal Products



**Interested in becoming a Workforce Solutions Investor?**

Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or [mandid@greaterdubuque.org](mailto: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.**



Jason White (far left), along with representatives from the City of Dubuque and local lending institutions, spoke to the East Central Iowa Association of REALTORS in April.



GOVERNOR'S  
**EMPOWER RURAL IOWA**  
INITIATIVE

## Community News

### Jason White Participates in Housing Opportunities Panel

Greater Dubuque Development President & CEO Jason White joined the *Collaborative Community Conversation on Creating Housing Opportunities* panel on April 16, hosted by the [East Central Iowa Association of REALTORS](#). The discussion brought together public, private, and lending partners to explore housing challenges, opportunities, and collaborative solutions in the Dubuque area.

[Learn more about ECIAOR >](#)

## Community News

### Greater Dubuque's Workforce Strategies Featured by State Task Force

When the Governor's Empower Rural Iowa Task Force met in Dubuque on April 8, Greater Dubuque Development was invited to share workforce strategies shaping talent attraction and retention. The region's approach is helping inform solutions for rural communities across Iowa.

[Learn more >](#)



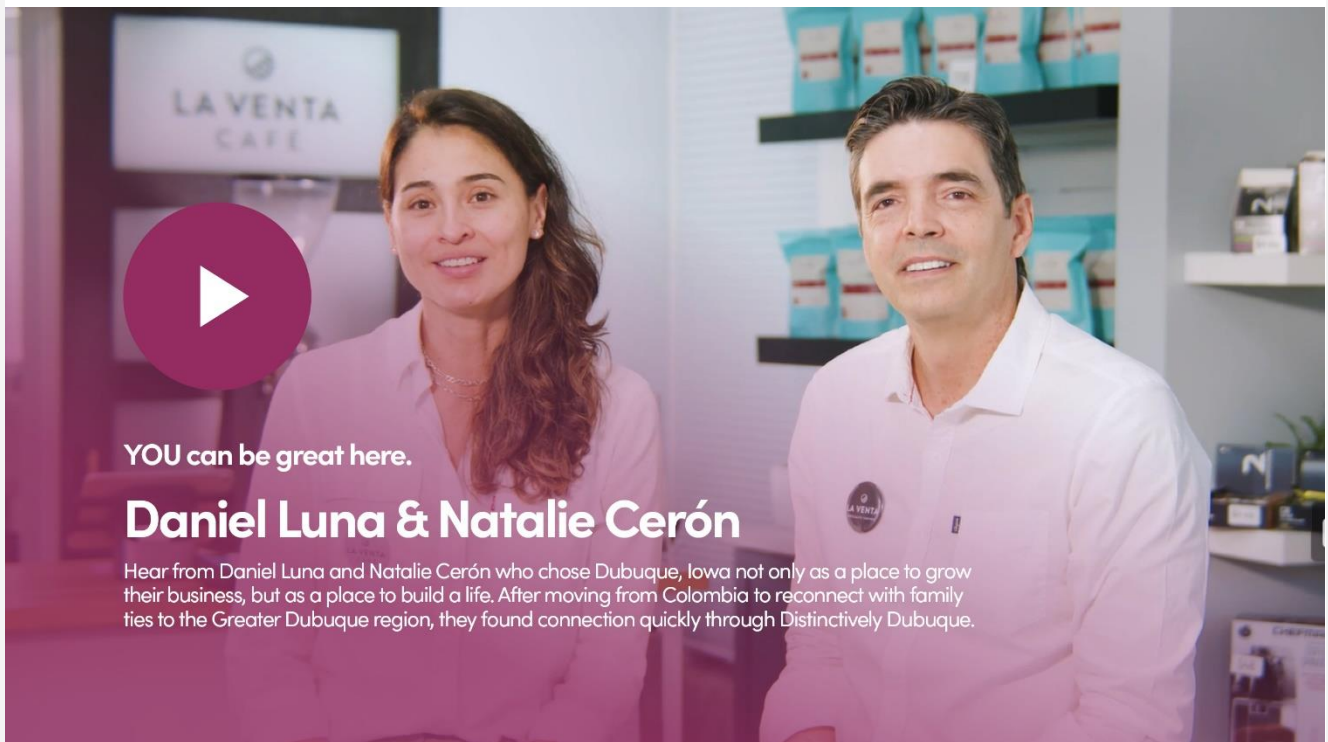
Dubuque’s official community logo for 2026 RAGBRAI, inspired by the Mississippi River and other Dubuque landmarks, was unveiled on March 23.

## Community News

### Volunteer for RAGBRAI

As Dubuque gears up to host RAGBRAI this July, your help is needed to make it happen. Sign up to volunteer and be part of welcoming over 25,000 riders to our city on July 17 (when riders park vehicles and head to the start of the route) and July 25 (when riders will dip their tires at the end of the route in Dubuque). From monitoring parking lots to providing community information, volunteers are the heart of this event.

[Sign up to volunteer >](#)



YOU can be great here.

### Daniel Luna & Natalie Cerón

Hear from Daniel Luna and Natalie Cerón who chose Dubuque, Iowa not only as a place to grow their business, but as a place to build a life. After moving from Colombia to reconnect with family ties to the Greater Dubuque region, they found connection quickly through Distinctively Dubuque.

## Upcoming Events

**YOUR NETWORK can be great here.**

**Monday, May 4-Thursday, May 14**

### **Core Manufacturing Skills Training**

**Monday–Wednesday, 4:00–8:00 p.m. and Thursday, 3:00–8:00 p.m. | Northeast Iowa Community College Dubuque & Peosta Campuses**

Northeast Iowa Community College (NICC) is launching a new two-week Core Manufacturing Skills Certificate program beginning May 4, 2026. Developed with employer input from Greater Dubuque Development's InfoAction business visits and further shaped by NICC and employers in the regional Manufacturing Alliance, this grant-funded training (a \$749 value) is free to participants and designed to build foundational skills for entry- and mid-level roles. The evening program runs May 4–14, 2026 (Monday–Wednesday, 4:00–8:00 p.m. and Thursday, 3:00–8:00 p.m.) and covers blueprint reading, measurement, shop math, safety, and workplace communication—making it a strong fit for both new hire onboarding and pipeline development.

[Learn More >](#)

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**Tuesday, May 5, 2026**

### **HR Professionals Cohort: Real-World Leave Scenarios: FMLA, ADA, and Leave Options**

**8:00–9:30 a.m. | Northeast Iowa Community College Town Clock Business Center | 680 Main St, Dubuque, IA**

Human resources professionals and managers are invited to join the next HR Professionals Cohort on **Tuesday, May 5 from 8:00–9:30 a.m.** at Northeast Iowa Community College's Town Clock Business Center in downtown Dubuque. The cohort is available at no cost to Workforce Solutions Investors. The May session will feature Tracy Boczkowski, Director of Employee Engagement with Conlon Construction Co., leading a discussion titled *Real-World Leave Scenarios: FMLA, ADA, and Leave Options*. The discussion will focus on navigating complex leave situations and applying regulations in real-world workplace settings.

[Learn More & Register >](#)

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**Wednesday, May 20, 2026**

**NICC Business Summit 2026: The Cost of Culture**

**9:00-11:00 a.m. | Northeast Iowa Community College Conference Center |  
8342 NICC Dr, Peosta, IA**

Northeast Iowa Community College's 2026 Business Summit will focus on the impact of workplace culture and the role leadership plays in shaping employee experience, engagement, and retention. Keynote speaker Nora Burns, a former Fortune 200 executive and founder of The Leadership Experts, brings insights from her work as "The Undercover Employee™," where she spent time in front-line roles to better understand the employee experience. Her presentation will highlight practical strategies to strengthen communication, reduce turnover, and better align leadership with day-to-day operations. **SHRM and TRIHRA members receive a discounted rate with code BSSHMR26 through May 1.**

[Learn More & Register >](#)

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**Upcoming Religious Holidays & Cultural Observances**

**May | Asian American and Pacific Islander Heritage Month**

**May | Jewish American Heritage Month**

**May 1 | International Worker's Day**

**May 2 | Visakha Puja (Buddhist)**

**May 3 | World Press Freedom Day**

**May 5 | Lab B'omer (Jewish)**

**May 5 | Cinco de Mayo**

**May 10 | Mother's Day**

**May 15 | Ascension Day (Western Christian)**

**May 21 | Ascension Day (Eastern Orthodox Christian)**

**May 21 | World Day for Cultural Diversity**

**May 22-23 | Shavuot (Jewish)**

**May 24 | Declaraion of the Bab (Baha'i)**

**May 24 | Pentecost (Western Orthodox)**

**May 25 | Memorial Day**

**May 27 | Eid Al-Adha (Islamic)**

**May 29 | Ascension of Baha'u'llah (Baha'i)**

**May 31 | Pentecost (Eastern Orthodox Christian)**

### **YOU Can Be Great Here Campaign**

**Our sights are set on 5 goals through 2027.**

**Grow our regional workforce to over 64,000 jobs.**

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

**Encourage and facilitate \$1 billion of new construction.**

**Reduce regional poverty by 5%.**

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

[View Progress](#)

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





**YOU** can be great here.

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NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH LIBERTY INVESTMENT COMPANY 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 May 4, 2026, 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 Liberty Investment Company (the "Company"), in connection with the construction by the Company of a new warehousing and manufacturing facility for use in its business operations in the Consolidated Dyersville Economic Development District (the "Urban Renewal Area").

The commitment of the City to make the Payments to the Company 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 L. Maiers
City Clerk

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as authorized by Section 403.9 of the Code of Iowa.

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Tricia L. Maiers, City Clerk

HOLD HEARING ON AND APPROVE  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(LIBERTY INVESTMENT COMPANY)

419893-83

Dyersville, Iowa

May 4, 2026

A meeting of the City Council of the City of Dyersville, Iowa, was held at 6:00 p.m., on May 4, 2026, at the Memorial Building, 340 1<sup>st</sup> Avenue East, 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: \_\_\_\_\_.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Liberty Investment Company had been published according to law and as directed by the City 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 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 or comments, the Mayor announced that the hearing was closed.

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 40-26

Resolution Approving Development Agreement with Liberty Investment Company, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (the “Urban Renewal Tax Revenue Fund”), 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 has proposed to enter into a certain development agreement (the “Agreement”) with Liberty Investment Company (the “Company”) in connection with the construction by the Company of a new warehousing and manufacturing facility for use in its business operations in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City will agree to provide annual appropriation tax increment payments (the “Payments”) to the Company in a total amount not exceeding \$400,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 4, 2026, and has otherwise complied with statutory requirements for the approval of the Agreement, and it is now necessary to make provision for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Dyersville and Iowa economies; and

(b) The Project will generate public gains and benefits, particularly in the creation of jobs and income, which are warranted in comparison to the amount of the proposed Payments; and

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Payments to the Company as provided for therein.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. The City Administrator and the Mayor are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. The Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Liberty Investment Company Subfund"), into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Dyersville, Delaware County, State of Iowa bearing Delaware County Property Tax Parcel Identification Number 1205201021, more particularly described as Lot 1 of Bell 3<sup>rd</sup> Addition, City of Dyersville, Delaware County, State of Iowa.

Section 5. The City hereby pledges to the payment of the Agreement the Liberty Investment Company Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Liberty Investment Company Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the county auditor of Delaware County to evidence the continuing pledging of the Liberty Investment Company Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the county auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved May 4, 2026.

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

Attest:

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

•••••

On motion and vote the meeting adjourned.

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

Attest:

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

STATE OF IOWA  
DUBUQUE & DELAWARE COUNTIES                    SS:  
CITY OF DYERSVILLE

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 City Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

STATE OF IOWA

SS:

DELAWARE COUNTY

I, the undersigned, County Auditor of Delaware County, in the State of Iowa, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2026, the City Clerk of the City of Dyersville, Iowa filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on May 4, 2026, entitled: "Resolution Approving Development Agreement with Liberty Investment Company, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
County Auditor

## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Dyersville, Iowa (the “City”) and Liberty Investment Company (the “Company”) as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (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, the Company 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, the Company has undertaken the construction of a new warehousing and manufacturing facility (the “Project”) for use in its business operations on the Property; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company 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; Maintenance of Project.** The Company has constructed the Project on the Property.

The Company agrees to ensure that the completed Project is used in its business operations (the “Business Operations Requirement”) throughout the Term (as hereinafter defined) of this Agreement.

The Company 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, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

**2. Company’s Certifications.** Upon request by the City, the Company agrees to certify (the “Operational Certification”) to the City that the Business Operations Requirement is being met by the Company. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Business Operations Requirement.

3. **Property Taxes.** The Company agrees to make 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. **Property Tax Payment Certification.** The Company agrees to certify to the City by no later than October 15 of each year, commencing in 2026, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by eighty percent (80%) (the “Annual Percentage”). In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (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, as shown on the property tax rolls of Delaware County, above and beyond the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to the taxable incremental valuation of the Property.

The assessed taxable valuation of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be \$ \_\_\_\_\_ (the “Base Valuation”).

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

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 the Company to fully and timely remit payment of property taxes when due and owing.
- (ii) Failure by the Company to comply with the Business Operations Requirement.
- (iii) Failure by the Company to comply with Sections A.2 and A.4 of this Agreement.

- (iv) Failure by the Company 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 the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt 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 the Company 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.

6. **Legal and Administrative Costs.** The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues received by the City to make the Payments before making any Payments to the Company, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

## **B. City’s Obligations**

1. **Payments.** In recognition of the Company’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 the Company during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$400,000 (the “Maximum Payment Total”), and 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 the Annual Percentage of Incremental Property Tax Revenues received by the City from the Delaware County Treasurer attributable to the taxable valuation of the Property with the completed Project thereon.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein.

This Agreement assumes that the first affirmative appropriation decision under Section B.2 of this Agreement and the first certification under Section B.4 of this Agreement will occur before December 1, 2026. Accordingly, Payments will be made on June 1 of each fiscal year,

beginning June 1, 2028, and continuing through and including June 1, 2037, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

**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 of this Agreement, beginning in calendar year 2026, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments 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 the most recently submitted Company’s Estimate.

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 the Company 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 Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2037.

**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, 2028, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2026), provided, however, that each Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) received by the City from the Delaware County Treasurer attributable to the taxable valuation of the Property.

**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 County Auditor 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 the Company's rights to receive the Payments hereunder may be assigned by the Company 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, 2037, or on such earlier date upon which the aggregate sum of Payments made to the Company 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 the Company 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: \_\_\_\_\_  
Jeff Jacque, Mayor

Attest:

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

LIBERTY INVESTMENT COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property situated in the City of Dyersville, Delaware County, State of Iowa bearing Delaware County Property Tax Parcel Identification Number 1205201021, more particularly described as Lot 1 of Bell 3<sup>rd</sup> Addition, City of Dyersville, Delaware County, State of Iowa.

**EXHIBIT B**  
**COMPANY'S ESTIMATE WORKSHEET**

- (1) Date of Preparation: October \_\_\_\_\_, 20\_\_\_\_.
- (2) Assessed Taxable Valuation of Property as of January 1, 20\_\_\_\_:  
 \$\_\_\_\_\_.
- (3) Base Taxable Valuation of Property:  
 \$\_\_\_\_\_.
- (4) Incremental Taxable Valuation of Property (2 minus 3):  
 \$\_\_\_\_\_ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
 \$\_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).  
 \$\_\_\_\_\_ x \$\_\_\_\_\_/1000 = \$\_\_\_\_\_ (the "TIF Estimate")
- (7) TIF Estimate (\$\_\_\_\_\_ x .80 (80%) = Company's Estimate (\$\_\_\_\_\_)

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH SPIEGEL FAMILY REALTY COMPANY IOWA, LLC 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 May 4, 2026, 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 Spiegel Family Realty Company Iowa, LLC (the "Developer"), in connection with the construction by the Developer of a new warehousing and manufacturing facility in the Consolidated Dyersville Economic Development District (the "Urban Renewal Area"). The Agreement provides for certain financial incentives in the form of incremental property tax payments (the "Payments") to the Developer in a total amount not exceeding \$8,300,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to the Developer 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 L. Maiers  
City Clerk

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH SPIEGEL FAMILY REALTY COMPANY IOWA, LLC 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 May 4, 2026, 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 Spiegel Family Realty Company Iowa, LLC (the "Developer"), in connection with the construction by the Developer of a new warehousing and manufacturing facility in the Consolidated Dyersville Economic Development District (the "Urban Renewal Area"). The Agreement provides for certain financial incentives in the form of incremental property tax payments (the "Payments") to the Developer in a total amount not exceeding \$8,300,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to the Developer 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 L. Maiers, City Clerk

HOLD HEARING ON AND APPROVE  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(SPIEGEL FAMILY REALTY COMPANY  
IOWA, LLC)

419893-84

Dyersville, Iowa

May 4, 2026

A meeting of the City Council of the City of Dyersville, Iowa, was held at 6:00 p.m., on May 4, 2026, at the Memorial Building, 340 1<sup>st</sup> Avenue East, 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: \_\_\_\_\_.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Spiegel Family Reality Company Iowa, LLC had been published according to law and as directed by the City 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 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 or comments, the Mayor announced that the hearing was closed.

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 41-26

Resolution Approving Development Agreement with Spiegel Family Realty Company Iowa, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (the “Urban Renewal Tax Revenue Fund”), 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 has proposed to enter into a certain development agreement (the “Agreement”) with Spiegel Family Realty Company Iowa, LLC (the “Developer”) in connection with the construction by the Developer a new warehousing and manufacturing facility in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City will agree to provide annual appropriation tax increment payments (the “Payments”) to the Developer in a total amount not exceeding \$8,300,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 4, 2026, and has otherwise complied with statutory requirements for the approval of the Agreement, and it is now necessary to make provision for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Dyersville and Iowa economies; and

(b) The Project will generate public gains and benefits, particularly in the creation of jobs and income, which are warranted in comparison to the amount of the proposed Payments; and

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Payments to the Developer as provided for therein.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. The City Administrator and the Mayor are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. The Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City’s obligations under the Agreement shall be payable solely from a subfund (the “Spiegel Family Realty Company Iowa, LLC Subfund”), into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property bearing Delaware County Property Tax Parcel Identification Number 540000100271 and more particularly described as follows:

Lot 2 of Westridge Estates 12th Addition, City of Dyersville, Delaware County, Iowa.

Section 5. The City hereby pledges to the payment of the Agreement the Spiegel Family Realty Company Iowa, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Spiegel Family Realty Company Iowa, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the county auditor of Delaware County to evidence the continuing pledging of the Spiegel Family Realty Company Iowa, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the county auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved May 4, 2026.

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

Attest:

\_\_\_\_\_  
City Clerk

•••••

On motion and vote the meeting adjourned.

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

Attest:

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

STATE OF IOWA  
DUBUQUE & DELAWARE COUNTIES                    SS:  
CITY OF DYERSVILLE

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 City Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

STATE OF IOWA

SS:

DELAWARE COUNTY

I, the undersigned, County Auditor of Delaware County, in the State of Iowa, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2026, the City Clerk of the City of Dyersville, Iowa filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on May 4, 2026, entitled: "Resolution Approving Development Agreement with Spiegel Family Realty Company Iowa, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
County Auditor

**DEVELOPMENT AGREEMENT**

This Agreement is entered into between the City of Dyersville, Iowa (the “City”) and Spiegel Family Realty Company Iowa, LLC (the “Developer”) as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (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, the Developer 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, the Developer has undertaken the construction of a new warehousing and manufacturing facility (the “Project”) on the Property; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Developer 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. Developer’s Covenants**

**1. Project Construction; Business Operations; Maintenance of Property.**

Project

The Developer has constructed the Project on the Property.

Business Operations Requirement

The Developer agrees that, throughout the Term (as hereinafter defined) of this Agreement, the Project shall be used in furtherance of the Developer’s business operations of owning, marketing, selling, leasing, and managing commercial real estate (the “Business Operations Requirement”), and in all events in a manner consistent with the permitted uses of the City’s I-2 Industrial Zoning District, as may be amended from time to time.

For purposes of this Agreement, the Project shall be deemed to satisfy the Business Operations Requirement if:

- (i) the Project is occupied and used in the ongoing business operations of (A) the Developer, or (B) one or more commercial or industrial enterprises, in each case consistent with the permitted uses of the City’s I-2 Industrial Zoning District;

(ii) the Project, or any portion thereof, is leased to and used by one or more commercial or industrial enterprises, in each case consistent with the permitted uses of the City's I-2 Industrial Zoning District; or

(iii) the Project, or any portion thereof, is vacant but is actively and continuously offered for sale or lease in good faith, and is being commercially marketed to prospective commercial or industrial users in a manner consistent with the permitted uses of the City's I-2 Industrial Zoning District.

For the avoidance of doubt, use of the Project for warehousing, manufacturing, distribution, or other industrial or other permitted uses of the City's I-2 Industrial Zoning District by the Developer or any tenant or owner shall constitute qualifying use under this Section.

### Maintenance of Property

The Developer 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, the Developer agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

**2. Developer's Certifications.** Upon request by the City, the Developer agrees to certify (the "Operational Certification") to the City that the Business Operations Requirement is being met by the Developer. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Developer is in compliance with the Business Operations Requirement.

**3. Property Taxes.** The Developer 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.

The Developer acknowledges and agrees that the timely payment of all property taxes levied against the Project is a material condition to the receipt of the Payments provided for in Section B.1 of this Agreement. No Payments shall be due or payable for any period during which such real estate taxes or assessments are delinquent, and any such delinquency shall suspend the Developer's eligibility to receive Payments until cured pursuant to Section A.5 of this Agreement.

**4. Property Tax Payment Certification.** The Developer agrees to certify to the City by no later than October 15 of each year, commencing in 2026, an amount (the "Developer's Estimate") equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by eighty percent (80%) (the "Annual Percentage"). In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Developer's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (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, as shown on the property tax rolls of Delaware County, above and beyond the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to the taxable incremental valuation of the Property.

The assessed taxable valuation of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be \$\_\_\_\_\_. (the “Base Valuation”).

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.4.

## **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 of the Developer or any subsequent owner of the Project to timely pay when due all real estate taxes and assessments levied against the Project.
- (ii) Failure by the Developer to comply with the Business Operations Requirement.
- (iii) Failure by the Developer to comply with Sections A.2 and A.4 of this Agreement.
- (iv) Failure by the Developer 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 the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt 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 the Developer fail 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.

**6. Legal and Administrative Costs.** The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$20,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues received by the City to make the Payments before making any Payments to the Developer, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

**B. City’s Obligations**

**1. Payments.** In recognition of the Developer’s obligations set out above, the City agrees to make fifteen (15) annual economic development tax increment payments (the “Payments” and individually, each a “Payment”) to the Developer during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$8,300,000 (the “Maximum Payment Total”), and 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 the Annual Percentage of Incremental Property Tax Revenues received by the City from the Delaware County Treasurer attributable to the taxable valuation of the Property with the completed Project thereon.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein.

This Agreement assumes that the first affirmative appropriation decision under Section B.2 of this Agreement and the first certification under Section B.4 of this Agreement will occur by December 1, 2026. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2028, and continuing through and including June 1, 2042, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

**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 of this Agreement, beginning in calendar year 2026, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments 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 the most recently submitted Developer’s Estimate.

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 the Developer 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 Payment shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2042.

**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, 2028, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2026), provided, however, that each Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) received by the City from the Delaware County Treasurer attributable to the taxable valuation of the Property.

**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 County Auditor 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 the Developer's rights to receive the Payments hereunder may be assigned by the Developer 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, 2042, or on such earlier date upon which the aggregate sum of Payments made to the Developer 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 the Developer 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: \_\_\_\_\_  
Jeff Jacque, Mayor

Attest:

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

SPIEGEL FAMILY REALTY COMPANY  
IOWA, LLC

By: \_\_\_\_\_  
[Name, Title]

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

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

**EXHIBIT B**  
**DEVELOPER'S ESTIMATE WORKSHEET**

- (1) Date of Preparation: October \_\_\_\_\_, 20\_\_\_\_.
- (2) Assessed Taxable Valuation of Property as of January 1, 20\_\_\_\_:  
 \$\_\_\_\_\_.
- (3) Base Taxable Valuation of Property:  
 \$\_\_\_\_\_.
- (4) Incremental Taxable Valuation of Property (2 minus 3):  
 \$\_\_\_\_\_ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
 \$\_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).  
 \$\_\_\_\_\_ x \$\_\_\_\_\_/1000 = \$\_\_\_\_\_ (the "TIF Estimate")
- (7) TIF Estimate (\$\_\_\_\_\_) x .80 (80%) = Developer's Estimate (\$\_\_\_\_\_)

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH WILLOW PEAR, LLC 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 May 4, 2026, 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 Willow Pear, LLC (the "Company"), in connection with the construction by the Company of an expansion to its existing dentist office building in the Consolidated Dyersville Economic Development District (the "Urban Renewal Area"). The Agreement provides for certain financial incentives in the form of incremental property tax payments (the "Payments") to the Company in a total amount not exceeding \$55,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to the Company 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 L. Maiers  
City Clerk

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH WILLOW PEAR, LLC AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS**

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The commitment of the City to make the Payments to the Company 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 L. Maiers, City Clerk

HOLD HEARING ON AND APPROVE  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(WILLOW PEAR, LLC)

419893-85

Dyersville, Iowa

May 4, 2026

A meeting of the City Council of the City of Dyersville, Iowa, was held at 6:00 p.m., on May 4, 2026, at the Memorial Building, 340 1<sup>st</sup> Avenue East, 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: \_\_\_\_\_.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Willow Pear, LLC had been published according to law and as directed by the City 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 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 or comments, the Mayor announced that the hearing was closed.

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 42-26

Resolution Approving Development Agreement with Willow Pear, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (the “Urban Renewal Tax Revenue Fund”), 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 has proposed to enter into a certain development agreement (the “Agreement”) with Willow Pear, LLC (the “Company”) in connection with the construction by the Company of an expansion to its existing dentist office building in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City will agree to provide annual appropriation tax increment payments (the “Payments”) to the Company in a total amount not exceeding \$55,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 4, 2026, and has otherwise complied with statutory requirements for the approval of the Agreement, and it is now necessary to make provision for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Dyersville and Iowa economies; and

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income, which are warranted in comparison to the amount of the proposed Payments; and

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Payments to the Company as provided for therein.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. The City Administrator and the Mayor are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. The Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Willow Pear, LLC Subfund"), into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Lot 1 of Westridge Estates Tenth Addition to the City of Dyersville, Delaware County, State of Iowa.

Section 5. The City hereby pledges to the payment of the Agreement the Willow Pear, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Willow Pear, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the county auditor of Delaware County to evidence the continuing pledging of the Willow Pear, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the county auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved May 4, 2026.

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

Attest:

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

•••••

On motion and vote the meeting adjourned.

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

Attest:

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

STATE OF IOWA  
DUBUQUE & DELAWARE COUNTIES                      SS:  
CITY OF DYERSVILLE

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 City Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

STATE OF IOWA

SS:

DELAWARE COUNTY

I, the undersigned, County Auditor of Delaware County, in the State of Iowa, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2026, the City Clerk of the City of Dyersville, Iowa filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on May 4, 2026, entitled: "Resolution Approving Development Agreement with Willow Pear, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
County Auditor

## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Dyersville, Iowa (the “City”) and Willow Pear, LLC (the “Company”) as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (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, the Company 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, the Company has undertaken the construction of an expansion to its existing dentist office building (the “Project”) for use in its business operations on the Property; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company 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; Maintenance of Project.** The Company has constructed the Project on the Property.

The Company agrees to ensure that the completed Project is used in the business operations of a dental clinic (the “Business Operations Requirement”) throughout the Term (as hereinafter defined) of this Agreement.

The Company 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, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

**2. Company’s Certifications.** Upon request by the City, the Company agrees to certify (the “Operational Certification”) to the City that the Business Operations Requirement is being met by the Company. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Business Operations Requirement.

**3. Property Taxes.** The Company agrees to make 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. Property Tax Payment Certification.** The Company agrees to certify to the City by no later than October 15 of each year, commencing in 2026, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by fifty percent (50%) (the “Annual Percentage”). In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (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, as shown on the property tax rolls of Delaware County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the taxable incremental valuation of the Property.

The assessed taxable valuation of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be \$ \_\_\_\_\_ (the “Base Valuation”).

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

**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 the Company to fully and timely remit payment of property taxes when due and owing.
- (ii) Failure by the Company to comply with the Business Operations Requirement.
- (iii) Failure by the Company to comply with Sections A.2 and A.4 of this Agreement.
- (iv) Failure by the Company 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 the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt 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 the Company 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.

**6. Legal and Administrative Costs.** The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$6,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues received by the City to make the Payments before making any Payments to the Company, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

**B. City’s Obligations**

**1. Payments.** In recognition of the Company’s obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the “Payments” and individually, each a “Payment”) to the Company during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$55,000 (the “Maximum Payment Total”), and 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 the Annual Percentage of Incremental Property Tax Revenues received by the City from the Delaware County Treasurer attributable to the taxable valuation of the Property with the completed Project thereon.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein.

This Agreement assumes that the first affirmative appropriation decision under Section B.2 of this Agreement and the first certification under Section B.4 of this Agreement will occur before December 1, 2026. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2028, and continuing through and including June 1, 2032, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

**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 of this Agreement, beginning in calendar year 2026, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments 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 the most recently submitted Company’s Estimate.

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 the Company 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 Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2032.

**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, 2028, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2026), provided, however, that each Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) received by the City from the Delaware County Treasurer attributable to the taxable valuation of the Property.

**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 County Auditor 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 the Company's rights to receive the Payments hereunder may be assigned by the Company 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, 2032, or on such earlier date upon which the aggregate sum of Payments made to the Company 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 the Company 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: \_\_\_\_\_  
Jeff Jacque, Mayor

Attest:

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

WILLOW PEAR, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 1 of Westridge Estates Tenth Addition to the City of Dyersville, Delaware County, State of Iowa.

**EXHIBIT B**  
**COMPANY'S ESTIMATE WORKSHEET**

- (1) Date of Preparation: October \_\_\_\_\_, 20\_\_\_\_.
- (2) Assessed Taxable Valuation of Property as of January 1, 20\_\_\_\_:  
 \$\_\_\_\_\_.
- (3) Base Taxable Valuation of Property:  
 \$\_\_\_\_\_.
- (4) Incremental Taxable Valuation of Property (2 minus 3):  
 \$\_\_\_\_\_ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
 \$\_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5):  
 \$\_\_\_\_\_ x \$\_\_\_\_\_/1000 = \$\_\_\_\_\_ (the "TIF Estimate").
- (7) TIF Estimate (\$\_\_\_\_\_) x .50 (50%) = Company's Estimate (\$\_\_\_\_\_).

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH FEATURE PROPERTIES LLC 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 May 4, 2026, 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 Feature Properties LLC (the "Company"), in connection with the construction by the Company of a 40,000 square foot precast building for warehouse and manufacturing space in the Consolidated Dyersville Economic Development District (the "Urban Renewal Area"). The Agreement provides for certain financial incentives in the form of (i) an economic development grant (the "Grant") in an amount not to exceed \$200,000; and (ii) annual appropriation incremental property tax payments (the "Payments") in an amount not to exceed \$2,700,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to the Company 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 L. Maiers  
City Clerk

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH FEATURE PROPERTIES LLC 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 May 4, 2026, 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 Feature Properties LLC (the "Company"), in connection with the construction by the Company of a 40,000 square foot precast building for warehouse and manufacturing space in the Consolidated Dyersville Economic Development District (the "Urban Renewal Area"). The Agreement provides for certain financial incentives in the form of (i) an economic development grant (the "Grant") in an amount not to exceed \$200,000; and (ii) annual appropriation incremental property tax payments (the "Payments") in an

amount not to exceed \$2,700,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to the Company 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 L. Maiers, City Clerk  
4-29

HOLD HEARING ON AND APPROVE  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT INCENTIVES

(FEATURE PROPERTIES LLC)

419893-86

Dyersville, Iowa

May 4, 2026

A meeting of the City Council of the City of Dyersville, Iowa, was held at 6:00 p.m., on May 4, 2026, at the Memorial Building, 340 1<sup>st</sup> Avenue East, 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: \_\_\_\_\_.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Feature Properties LLC had been published according to law and as directed by the City 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 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 or comments, the Mayor announced that the hearing was closed.

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 43-26

Resolution Approving Development Agreement with Feature Properties LLC, Authorizing Annual Appropriation Tax Increment Incentives and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (the “Urban Renewal Tax Revenue Fund”), 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 has proposed to enter into a certain development agreement (the “Agreement”) with Feature Properties LLC (the “Company”) in connection with the construction by the Company of a new precast building for warehouse and manufacturing space in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City will agree to provide certain financial incentives (the “Incentives”) to the Company in the form of (i) an economic development grant (the “Grant”) in an amount not to exceed \$200,000; and (ii) annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$2,700,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 4, 2026, and has otherwise complied with statutory requirements for the approval of the Agreement, and it is now necessary to make provision for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Dyersville and Iowa economies; and

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income, which are warranted in comparison to the amount of the proposed Incentives; and

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Incentives to the Company as provided for therein.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. The City Administrator and the Mayor are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. The Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City’s obligations under the Agreement shall be payable solely from a subfund (the “Feature Properties LLC Subfund”), into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Lot 2 of 20 West Industrial Center, 6<sup>th</sup> Addition, City of Dyersville, Delaware County, State of Iowa.

Section 5. The City hereby pledges to the Payments the Feature Properties LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Feature Properties LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the county auditor of Delaware County to evidence the continuing pledging of the Feature Properties LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the county auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved May 4, 2026.

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

Attest:

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

•••••

On motion and vote the meeting adjourned.

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

Attest:

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

STATE OF IOWA  
DUBUQUE & DELAWARE COUNTIES                    SS:  
CITY OF DYERSVILLE

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 City Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

STATE OF IOWA

SS:

DELAWARE COUNTY

I, the undersigned, County Auditor of Delaware County, in the State of Iowa, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2026, the City Clerk of the City of Dyersville, Iowa filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on May 4, 2026, entitled: "Resolution Approving Development Agreement with Feature Properties LLC, Authorizing Annual Appropriation Tax Increment Incentives and Pledging Certain Tax Increment Revenues to the Payment of the Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
County Auditor

## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Dyersville, Iowa (the “City”) and Feature Properties LLC (the “Developer”) as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (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, the Developer 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, the Developer has undertaken the expansion of its facilities on the Property including the construction of a precast building for use as warehouse and manufacturing space (the “Project”) on the Property; and

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

WHEREAS, the Property is subject to that certain development agreement (the “DEDC Agreement”) dated December 30, 2013, between the City and Dyersville Industries d/b/a Dyersville Economic Development Corporation (“DEDC”); and

WHEREAS, pursuant to the DEDC Agreement, the City is obligated to make incremental property tax payments (the “DEDC TIF Payments”) to DEDC; and

WHEREAS, the Developer acquired the Property from DEDC, and DEDC and the Developer have entered into an arrangement pursuant to which the Developer is to receive the DEDC TIF Payments; and

WHEREAS, the City has determined to provide an economic development grant (the “Grant”) to the Developer in an amount and on terms set forth herein, in lieu of making the DEDC TIF Payments to DEDC pursuant to the DEDC Agreement; and

WHEREAS, the City’s obligation to make the Grant to the Developer is conditioned upon DEDC and the City entering into an agreement to terminate the DEDC Agreement;

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. Project Construction; Business Operations; Maintenance of Property.**

Project

The Developer has constructed the Project on the Property.

Business Operations Requirement

The Developer agrees that, throughout the Term (as hereinafter defined) of this Agreement, the Project shall be used in furtherance of the Developer's business operations of owning, marketing, selling, leasing, and managing commercial real estate (the "Business Operations Requirement"), and in all events in a manner consistent with the permitted uses of the City's I-2 Industrial Zoning District, as may be amended from time to time.

For purposes of this Agreement, the Project shall be deemed to satisfy the Business Operations Requirement if:

(i) the Project is occupied and used in the ongoing business operations of (A) the Developer, or (B) one or more commercial or industrial enterprises, in each case consistent with the permitted uses of the City's I-2 Industrial Zoning District;

(ii) the Project, or any portion thereof, is leased to and used by one or more commercial or industrial enterprises, in each case consistent with the permitted uses of the City's I-2 Industrial Zoning District; or

(iii) the Project, or any portion thereof, is vacant but is actively and continuously offered for sale or lease in good faith, and is being commercially marketed to prospective commercial or industrial users in a manner consistent with the permitted uses of the City's I-2 Industrial Zoning District.

For the avoidance of doubt, use of the Project for warehousing, manufacturing, distribution, or other industrial or other permitted uses of the City's I-2 Industrial Zoning District by the Developer or any tenant or owner shall constitute qualifying use under this Section.

Maintenance of Property

The Developer 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, the Developer agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

**2. Developer's Certifications.** Upon request by the City, the Developer agrees to certify (the "Operational Certification") to the City that the Business Operations Requirement is being met by the Developer. Each Operational Certification shall be accompanied by

documentation demonstrating, to the satisfaction of the City, that the Developer is in compliance with the Business Operations Requirement.

**3. Property Taxes.** The Developer 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.

The Developer acknowledges and agrees that the timely payment of all property taxes levied against the Project is a material condition to the receipt of the Payments provided for in Section B.1 of this Agreement. No Payments shall be due or payable for any period during which such real estate taxes or assessments are delinquent, and any such delinquency shall suspend the Developer's eligibility to receive Payments until cured pursuant to Section A.5 of this Agreement.

**4. Property Tax Payment Certification.** The Developer agrees to certify to the City by no later than October 15 of each year, commencing in 2026, an amount (the "Developer's Estimate") equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by eighty percent (80%) (the "Annual Percentage"). In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Developer's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (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, as shown on the property tax rolls of Delaware County, above and beyond the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to the taxable incremental valuation of the Property.

The assessed taxable valuation of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be \$\_\_\_\_\_ (the "Base Valuation").

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.4.

## 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 of the Developer or any subsequent owner of the Project to timely pay when due all real estate taxes and assessments levied against the Project.
- (ii) Failure by the Developer to comply with the Business Operations Requirement.
- (iii) Failure by the Developer to comply with Sections A.2 and A.4 of this Agreement.
- (iv) Failure by the Developer 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 the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt 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 the Developer fail 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.

**6. Legal and Administrative Costs.** The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$15,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues received by the City to make the Payments before making any Payments to the Developer, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

## B. City’s Obligations

**1. Payments.** In recognition of the Developer’s obligations set out above, the City agrees to make fifteen (15) annual economic development tax increment payments (the “Payments” and individually, each a “Payment”) to the Developer during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$8,300,000 (the “Maximum Payment

Total”), and 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 the Annual Percentage of Incremental Property Tax Revenues received by the City from the Delaware County Treasurer attributable to the taxable valuation of the Property with the completed Project thereon.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein.

This Agreement assumes that the first affirmative appropriation decision under Section B.2 of this Agreement and the first certification under Section B.4 of this Agreement will occur by December 1, 2026. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2028, and continuing through and including June 1, 2042, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

**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 of this Agreement, beginning in calendar year 2026, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments 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 the most recently submitted Developer’s Estimate.

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 the Developer 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 Payment shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2042.

**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, 2028, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2026), provided, however, that each Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) received by the City from the Delaware County Treasurer attributable to the taxable valuation of the Property.

**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 County Auditor an amount equal to the most recently obligated Appropriated Amount.

**5. Economic Development Grant.** Subject to the terms and conditions of this Agreement, the City agrees to advance the proceeds of the Grant to the Developer in the total amount of Two Hundred Thousand Dollars (\$200,000) (the “Grant”) on July 1, 2026.

Notwithstanding anything to the contrary in this Agreement, the City’s obligation to advance the proceeds of the Grant to the Developer is expressly conditioned upon the execution and delivery of an agreement between the City and DEDC terminating the DEDC Agreement. The City shall have no obligation to pay any portion of the Grant unless and until such termination agreement has been fully executed by the City and DEDC.

**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 the Developer’s rights to receive the Payments hereunder may be assigned by the Developer 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, 2042, or on such earlier date upon which the aggregate sum of Payments made to the Developer 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 the Developer 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: \_\_\_\_\_  
Jeff Jacque, Mayor

Attest:

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

FEATURE PROPERTIES LLC

By: \_\_\_\_\_  
[Name, Title]

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 2 of 20 West Industrial Center, 6<sup>th</sup> Addition, City of Dyersville, Delaware County, State of Iowa.

**EXHIBIT B**  
**DEVELOPER'S ESTIMATE WORKSHEET**

- (1) Date of Preparation: October \_\_\_\_\_, 20\_\_\_\_.
- (2) Assessed Taxable Valuation of Property as of January 1, 20\_\_\_\_:  
 \$\_\_\_\_\_.
- (3) Base Taxable Valuation of Property:  
 \$\_\_\_\_\_.
- (4) Incremental Taxable Valuation of Property (2 minus 3):  
 \$\_\_\_\_\_ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
 \$\_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5):  
 \$\_\_\_\_\_ x \$\_\_\_\_\_/1000 = \$\_\_\_\_\_ (the "TIF Estimate").
- (7) TIF Estimate (\$\_\_\_\_\_) x .80 (80%) = Developer's Estimate (\$\_\_\_\_\_).

**RESOLUTION NO. 44-26**

**A RESOLUTION AMENDING SECTION 9.1 (HOLIDAY TIME) OF THE CITY OF  
DYERSVILLE EMPLOYEE POLICY HANDBOOK**

**WHEREAS**, the City of Dyersville maintains an Employee Policy Handbook that establishes the terms and conditions of employment for City employees, including provisions governing paid holidays and holiday compensation; and,

**WHEREAS**, Section 9.1 of the Employee Policy Handbook currently provides that an employee must begin their shift on the holiday to be eligible for holiday pay, which has resulted in inconsistent application and confusion regarding compensation for non-exempt employees who work during the calendar day of a recognized holiday; and,

**WHEREAS**, the City Council finds it in the best interest of the City and its employees to clarify that holiday premium pay is tied to the twenty-four-hour calendar period of the holiday rather than to shift start time, ensuring consistent and equitable compensation for non-exempt employees who actually perform work during a recognized holiday; and,

**WHEREAS**, the City Council has reviewed the proposed amendment and determined that adoption is in the best interest of the City and its employees; and,

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

**Section 1.** Section 9.1 (Holiday Time) of the City of Dyersville Employee Policy Handbook is hereby amended and restated in its entirety to read as follows:

**9.1 HOLIDAY TIME**

The City of Dyersville will grant holiday time off to all full-time employees on the holidays listed below. Part-time employees shall be granted holiday time off on a pro-rated basis.

- a. New Year's Day
- b. Good Friday
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Veterans Day
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Christmas Eve Day
- j. Christmas Day

For each City-recognized holiday, any non-exempt employee who works during the twenty-four-hour period of the holiday (from 12:00 a.m. through 11:59 p.m. on the date of the holiday) shall

be compensated at one and one-half (1.5) times their regular hourly rate for each hour actually worked during that period, regardless of the starting or ending time of the employee's shift. Holiday hours not worked, such as an observed holiday day off, shall continue to be paid at the employee's straight-time rate pursuant to City policy.

If a holiday falls on Saturday or Sunday, the Department Head shall schedule the observed holiday.

**Section 2.** All prior policies, resolutions, or portions thereof in conflict with this Resolution are hereby rescinded to the extent of such conflict.

**Section 3.** This Resolution shall take effect upon passage and approval, and the amended Section 9.1 shall apply to all City-recognized holidays occurring on or after the effective date.

**PASSED AND APPROVED** this 4<sup>th</sup> day of May, 2026.

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

ATTEST:

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



**City of Dyersville**  
City Administrator's Office

April 27, 2026

Mayor Jeff Jacque, and City Council Members  
City of Dyersville  
340 1<sup>st</sup> Avenue East  
Dyersville, Iowa 52040

RE: Resolution Amending Section 9.1 (Holiday Time) of the City of Dyersville Employee Policy Handbook

Dear Mayor Jacque, and City Council Members:

Section 9.1 of the City of Dyersville Employee Policy Handbook governs paid holidays and holiday compensation for City employees. The current language ties holiday pay eligibility to whether an employee "began their shift on the holiday." In practice, this shift-based trigger has produced inconsistent results for non-exempt employees whose schedules cross midnight or who are called in during a holiday, even though their regular shift began the day before or extends into the day after.

Over time, the City's payroll practice has effectively compensated non-exempt employees at one and one-half times their regular rate for hours worked on the calendar day of a recognized holiday — that is, from 12:00 a.m. through 11:59 p.m. on the holiday itself — regardless of when the shift started. This practice is fair and easy to administer. However, it does not align with the handbook's current language, creating a gap between the written policy and actual practice.

The proposed amendment closes that gap by aligning the written policy with the City's intended compensation practice and clarifying the rule going forward.

The amendment makes three things clear:

1. Holiday premium pay is triggered by the **calendar day of the holiday**, not by shift start time. Any non-exempt employee who works any hours between 12:00 a.m. and 11:59 p.m. on a recognized holiday will be paid at one-half times their regular hourly rate for those hours.

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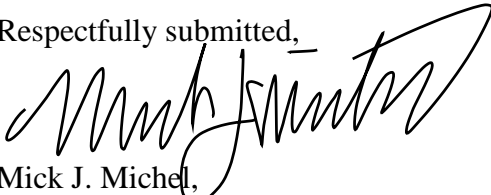
2. The premium applies only to **hours worked** during that 24-hour window. Hours worked before or after the holiday's calendar day are paid at the regular rate, even if they fall within the same shift.
3. The existing holiday leave benefit is unchanged. Employees who do not work on the holiday continue to receive their straight-time holiday pay as a paid day off, consistent with current City policy.

The amendment preserves every other element of Section 9.1 — the list of recognized holidays, the pro-rated benefit for part-time employees, and the Department Head's authority to schedule the observed holiday when a holiday falls on a Saturday or Sunday.

The public safety committee has reviewed this matter and recommends that the Council adopt the resolution amending Section 9.1 of the Employee Policy Handbook. The amendment resolves the confusion the Council identified, aligns written policy with established practice, and treats all non-exempt employees consistently, regardless of shift schedule.

If you have any questions, please feel free to contact me.

Respectfully submitted,



Mick J. Michel,  
City Administrator

## 9 HOLIDAYS

### 9.1 HOLIDAY TIME

The City of Dyersville will grant holiday time off to all full-time employees on the holidays listed below (part-time employees shall be granted holiday time off on a pro-rated basis):

- a. New Year's Day
- b. Good Friday
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Veterans Day
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Christmas Eve Day
- j. Christmas Day

To be eligible for the holiday pay, the employee must have begun their shift on the holiday. Hours not worked on the holiday will be compensated at a straight-time rate.

If a holiday falls on Saturday or Sunday, the Department Head shall schedule the observed holiday.

**RESOLUTION NO. 45-26**

**A RESOLUTION AMENDING THE CITY OF DYERSVILLE EMPLOYEE POLICY HANDBOOK TO ESTABLISH A PERSONAL LEAVE POLICY UNDER SECTION 12.8, AND REMOVE CASUAL DAYS FROM SECTION 11.1(b), EFFECTIVE JANUARY 1, 2027**

**WHEREAS**, the City of Dyersville Employee Policy Handbook currently provides under Section 11.1(b) that employees may use up to two (2) “casual days” per year, with such days deducted from the employee’s accrued sick leave balance; and,

**WHEREAS**, deducting casual days from sick leave has caused confusion and frustration among employees, who reasonably view sick leave as a benefit reserved for illness, injury, and related medical needs; and,

**WHEREAS**, the Public Safety Committee has reviewed the current policy and recommends that the City remove casual days from Section 11.1(b) and establish a separate Personal Leave policy under a new Section 12.8 of the Employee Policy Handbook; and,

**WHEREAS**, creating a stand-alone Personal Leave policy gives full-time employees flexibility for personal time off without reducing sick leave accrual; and.

**WHEREAS**, the City Council finds that this amendment is in the best interest of the City and its employees; and,

**WHEREAS**, to eliminate any continuing confusion, the City Council further finds that the term “casual day” should be removed from the Employee Policy Handbook in its entirety and replaced with the new Personal Leave policy set forth below; and,

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

**SECTION 1. Removal of Casual Days from Section 11.1(b).** Effective January 1, 2027, all references to “casual days” are removed from Section 11.1(b) of the Employee Policy Handbook. The sentence providing that casual days are deducted from sick leave is repealed. Sick leave shall be available solely for the purposes set forth in Section 11.1 of the Handbook.

**SECTION 2. New Personal Leave Policy – Section 12.8.** Effective January 1, 2027, the Employee Policy Handbook is amended to add a new Section 12.8, “Personal Leave,” as follows:

- a. **Eligibility and Allotment.** Each full-time employee shall be granted two (2) days of Personal Leave per calendar year. Personal Leave is paid time off for personal matters. Personal Leave is granted on January 1 of each year.
- b. **Separation from Sick Leave.** Personal Leave is entirely separate from sick leave. Use of Personal Leave shall not be deducted from an employee's sick leave balance and shall not affect sick leave accrual.
- c. **Scheduling and Approval.** Personal Leave should be scheduled and approved in advance by the employee's supervisor whenever practicable, in the same manner as a vacation request. Approval is subject to departmental operational needs.
- d. **No Carryover or Payout.** Personal Leave does not accumulate from year to year. Any unused Personal Leave at the end of a calendar year is forfeited. Personal Leave has no cash value and shall not be paid out at year-end or upon separation of employment.
- e. **Overtime Calculation.** Hours taken as Personal Leave are paid time off and shall not count as "hours worked" for purposes of overtime calculation under the Fair Labor Standards Act or City policy.

**SECTION 3. Administrative Implementation.** The City Administrator and the City Clerk are authorized and directed to take all steps necessary to implement this resolution, including updating the published Employee Policy Handbook, renumbering sections as needed, adjusting payroll and timekeeping records to track Personal Leave separately from sick leave, and providing notice of the change to all City employees prior to the effective date.

**SECTION 4. Conflicting Provisions.** Any prior resolution or Handbook provision in conflict with this resolution is hereby repealed to the extent of the conflict.

**SECTION 5. Effective Date.** This resolution shall be effective upon its passage and approval. The Personal Leave policy established in Section 2 of this Resolution, and the removal of casual days under Section 1 of this Resolution, shall take effect January 1, 2027, and shall govern all Personal Leave granted on or after that date.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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



**City of Dyersville**  
City Administrator's Office

May 1, 2026

Mayor Jeff Jacque, and City Council Members  
City of Dyersville  
340 1<sup>st</sup> Avenue East  
Dyersville, Iowa 52040

RE: Resolution Amending the City of Dyersville Employee Policy Handbook—Establishing Personal Leave (Section 12.8) and Removing Casual Days from Section 11.1(b)

Dear Mayor Jacque, and City Council Members:

The Employee Policy Handbook currently allows each employee up to two casual days per year. Under Section 11.1(b), casual days are deducted from the employee's sick leave balance. In other words, when an employee takes a casual day, that time is deducted from the same bank that would otherwise be used for illness or injury (sick leave).

The Public Safety Committee has heard from employees who view this arrangement as confusing and unfair. Sick leave is generally understood to provide protection against illness, injury, and medical needs. Drawing personal time from the same bank discourages employees from using casual days and can create the impression that the City is reducing a medical benefit when employees take time for personal matters. The Committee asked staff to bring forward an amendment that separates the two benefits.

The proposed amendment does two things. First, it removes casual days from Section 11.1(b) entirely, restoring sick leave as a single-purpose benefit reserved for medical use. Second, it creates a new Section 12.8, "Personal Leave," which grants each full-time employee two paid days per year for personal matters. The new policy uses the term "Personal Leave" rather than "casual day" to eliminate any lingering confusion between the two benefits.



Personal Leave under the proposed policy would be granted on January 1 each year, prorated for new full-time hires after that date. It would be scheduled in advance with Department Head approval, similar to a vacation request, and subject to departmental operational needs. Personal Leave would not carry over from year to year, have no cash value at separation, and would not count as hours worked for overtime calculations. These features keep the benefit predictable and easy to administer.

I recommend that the Council adopt the proposed resolution. It addresses a legitimate employee concern, aligns the Handbook with widely accepted municipal personnel practices, eliminates a recurring source of confusion, and poses minimal fiscal risk. Setting an effective date of January 1, 2027, gives staff sufficient time to update the Handbook, adjust payroll and timekeeping systems, and notify employees in an orderly manner.

If you have any questions, please feel free to contact me.

Respectfully submitted,

Mick J. Michel,  
City Administrator

## 11 SICK LEAVE

### 11.1 SICK LEAVE

- a. Sick leave shall accumulate at one day per month of continuous service at the basic pay rate, with a maximum of 120 working days of sick leave. Sick leave shall be carried over from one year to another. Sick leave used shall be deducted from sick leave credit. Terminating employees shall collect payment on any of their remaining sick leave balance at their basic pay rate.
- b. Two casual days shall be allowed for each employee per year. These casual days shall be deducted from their sick leave balance.
- c. An eligible employee may use sick leave benefits for an absence due to illness or injury or that of the employee's child, parent, spouse, or step-family.
- d. All absences from work chargeable against sick leave shall be reported to the Department Head as soon as possible and no later than the time for the start of work on the day of absence. All absences due to illness over three consecutive days shall be considered extended sick leave. The employee may be required to produce a doctor's certificate at the discretion of the City Administrator or Department Head. When the city has reason to believe that an employee is abusing the sick leave privilege, a doctor's certificate may be requested for each authorization for sick leave.
- e. In the event an employee with five or more years of continuous service uses up their accrued sick leave of 30 days or more for a serious illness or injury in any one year, they shall be allowed to borrow ten days' sick leave at the start of the following calendar year. Regular accrual shall begin with the eleventh month.
- f. In the event of serious illness to an employee necessitating extended leave beyond the period of accrued sick leave, a leave of absence may be granted at the discretion of the City Council.
- g. Sick leave is intended as a privilege extended to employees only for legitimate authorized purposes.