



AGENDA

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

ORAL COMMENTS

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

APPROVAL OF CONSENT AGENDA

- 1. Approve Bills**
- 2. Approve Minutes** City Council Meeting - June 15, 2026
- 3. Class B Beer Permit (BC) Sundstop II**
- 4. Special Class C Retail Alcohol License (5 Day) July 25 - 29, 2026** HOQ Wraps (RAGBRAI)
- 5. Class C Retail Alcohol License** English Pub Restaurant, Inc
- 6. Special Class C Retail Alcohol License (5 Day) July 23 - 27, 2026** JT Smoothies & Coffees LLC (RAGBRAI)
- 7. Class E Retail Alcohol License** Hartig Drug Co. #6
- 8. Authorize Mayor to Sign** Contact Payment No. 3 (Final) to Boomerang in the amount of \$21,230.90 for Dyersville 1st Ave PCC Overlay
- 9. Authorize Mayor to Sign** Change Order No. 3 - 12th Ave Traffic Signal - Eastern Iowa Excavating - \$45,187.00
- 10. Authorize Mayor to Sign** Contract Payment No. 4 to Eastern Iowa Excavating in the amount of \$106,826.89 for 12th Ave Traffic Signal
- 11. Authorize Mayor to Sign** Contract Payment No. 4 (Final) to Top Grade Excavating, Inc. in the amount of \$157,671.23
- 12. Approve Appointment** Shannon Hermesen, James Kennedy Public Library Board of Trustees, effective July 1, 2026 - June 30, 2027

- 13. Approve Appointment** Angela Morgan, James Kennedy Public Library Board of Trustees - effective July 1, 2026 - June 30, 2027
- 14. Receive & File** Zoning Regulation Administrative Interpretation 26-01, Section 165.09.11(E) (Fence)
- 15. Miscellaneous Correspondence** Petition to Prioritize Dyersville Youth Athletes and Protect Local Field Access
- 16. Miscellaneous Correspondence** from Shuttleworth & Ingersoll and Simmons Perrine, Lumber Specialties
- 17. Miscellaneous Correspondence** Greater Dubuque Development Corporation - June 2026
- 18. Miscellaneous Correspondence** Keep Iowa Beautiful - June 2026

ACTION ITEMS

- 19. Resolution No. 58-26** initiating a text amendment to Section 165.09.11, Fence Regulations, of the Dyersville Code of Ordinances and directing the city administrator to file the application with the Planning and Zoning Commission
- 20. Resolution No. 59-26** to fix date of meeting at which it is proposed to approve a Purchase Agreement with Alana Hoeger, Chester Deflieger, and Cindy Bockenstedt. Set date of meeting for July 20, 2026 at 6:00 P.M.
- 21. Resolution No. 60-26** approving the Iowa Department of Transportation Federal-Aid Agreement for Competitive Highway Bridge Program Project and authorizing the mayor to sign
- 22. Approve Bill** - Employee Reimbursement

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

06.2026 Bills - Accounts Payable - AP Automatic

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
AXON ENTERPRISE INC	INUS458217	Fleet License / Camera Warr...	001-5-110-1-62100	DUES/SUBSCRIPTIONS	7,561.32
AXON ENTERPRISE INC	INUS458244	Pro License Bundle/Live Stre...	001-5-110-1-62100	DUES/SUBSCRIPTIONS	16,776.04
JOCHUM, RICK	Apr/May/Jun 2026	Cell Phone	001-5-110-1-63730	TELEPHONE	150.00
SODAWASSER, JON	Apr/May/Jun 2026	Cell Phone Reimbursement	001-5-110-1-63730	TELEPHONE	150.00
JOBGEN, NICK	Apr/May/Jun 2026	Cell Phone	001-5-110-1-63730	TELEPHONE	150.00
AVENARIUS, PAUL	Apr/May/Jun 2026	Cell Phone	001-5-110-1-63730	TELEPHONE	150.00
SEGEBART, LUCAS	Jun 2026	Cell Phone Reimbursement	001-5-110-1-63730	TELEPHONE	50.00
Department 110 - POLICE Total:					24,987.36
Department: 180 - MISC. COMMUNITY PROTECTION					
MIDWEST PATCH / HI VIZ SA...	4457	Street Signs	001-5-180-1-65100	TRAFFIC SIGNS	392.00
MIDWEST PATCH / HI VIZ SA...	4458	Traffic Signs	001-5-180-1-65100	TRAFFIC SIGNS	240.00
Department 180 - MISC. COMMUNITY PROTECTION Total:					632.00
Department: 210 - TRANSPORTATION					
RECKER, TERRY	Apr/May/Jun 2026	Cell Phone	001-5-210-2-63730	TELEPHONE	150.00
J & J LAWN CARE	28096	Mowing - 703 2nd Ave SW	001-5-210-2-64322	CONTRACTED SERVICES	90.00
J & J LAWN CARE	28111	Mowing Contract	001-5-210-2-64322	CONTRACTED SERVICES	3,686.75
PAUL'S COUNTRY FARM STO...	16970	Round Up	001-5-210-2-65407	DEPARTMENT SUPPLIES	195.00
J & J LAWN CARE	28096	Mow - 16th Ave SE	001-5-210-2-65410	CONTRACTED EQUIPMENT	90.00
BB COMMUNITY LEASING	107210	Lease Payment - Snow Plow	001-5-210-2-67270	NEW EQUIPMENT	15,392.78
MIDWEST PATCH / HI VIZ SA...	4466	Post	001-5-210-2-67622	STREET SIGN REPLACEMENT	156.00
Department 210 - TRANSPORTATION Total:					19,760.53
Department: 430 - PARKS					
J & J LAWN CARE	28096	Ball Diamonds	001-5-430-4-64322	CONTRACTED SERVICES	2,200.00
J & J LAWN CARE	28111	Mowing Contract	001-5-430-4-64322	CONTRACTED SERVICES	3,686.75
Department 430 - PARKS Total:					5,886.75
Department: 445 - AQUATIC CENTER					
JOHN DEERE FINANCIAL	6155715	Water/Bucket	001-5-445-4-65407	DEPARTMENT SUPPLIES	9.46
CAPITAL SANITARY SUPPLY	D171989A	Soap/Sanitizer	001-5-445-4-65407	DEPARTMENT SUPPLIES	236.78
MYERS-COX COMPANY	628161	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	809.41
Department 445 - AQUATIC CENTER Total:					1,055.65
Department: 470 - OTHER CULTURE					
JUMBO VISUAL PROJECTION	06.2026	Video Recording	001-5-470-4-65400	NEW CABLE EQUIPMENT	375.00
Department 470 - OTHER CULTURE Total:					375.00
Department: 550 - PLANNING AND ZONING					
SIMMERING-CORY IOWA CO...	2026-IC-0149	Code Update	001-5-550-5-64300	ZONING CODE UPDATE	343.00
Department 550 - PLANNING AND ZONING Total:					343.00
Department: 620 - CLERK, TREAS & FINANCE					
QUILL CORPORATION	49322286	Copy Paper	001-5-620-6-65060	OFFICE SUPPLIES	43.99
Department 620 - CLERK, TREAS & FINANCE Total:					43.99
Department: 650 - CITY HALL & GEN BLDGS					
COMPUTER DOCTORS INC	107988	Quarterly Remote Support	001-5-650-6-64322	CONTRACTED SERVICES	420.00
Department 650 - CITY HALL & GEN BLDGS Total:					420.00
Department: 670 - OTHER GENERAL GOVT					
EAST CENTRAL INTERGOVER...	IVC000025043	Installment Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	3,581.60
EAST CENTRAL INTERGOVER...	IVC000025062	Membership Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	608.70
MAIERS, TRICIA	06.18.2026	MPA - Meals/Mileage	001-5-670-6-62300	MEETINGS/TRAINING	226.55
Department 670 - OTHER GENERAL GOVT Total:					4,416.85
Fund 001 - GENERAL FUND Total:					57,921.13

Expense Approval Register

Packet: APPKT02341 - 07.06.2026 Bills - Accounts Payable -

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 112 - TRUST AND AGENCY FUND					
Department: 460 - COMMUNITY CENTER					
WILWERT, JOAN	06.24.26	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
SCHLOTFELDT, GERRI	06.26.26	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
DELANEY, MATTHEW A.	06.27.26	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	200.00
LYON, KELSEY	06.27.26	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
Department 460 - COMMUNITY CENTER Total:					500.00
Fund 112 - TRUST AND AGENCY FUND Total:					500.00
Fund: 301 - CAPITAL PROJECTS FUND					
Department: 723 - CAPITAL PROJECT					
KIRKHAM MICHAEL	100425	12th Ave Signal - Engineer Fe...	301-5-723-8-64063	ENGINEERS FEES	6,250.00
KIRKHAM MICHAEL	100426	Hwy 52 Stop Lights	301-5-723-8-64063	ENGINEERS FEES	8,920.00
ORIGIN DESIGN CO	83487	Westlinden Lift Station - Final...	301-5-723-8-64063	ENGINEERS FEES	18,249.50
Department 723 - CAPITAL PROJECT Total:					33,419.50
Fund 301 - CAPITAL PROJECTS FUND Total:					33,419.50
Fund: 600 - WATER FUND					
Department: 810 - WATER					
HERBERS, TIM	Apr/May/Jun 2026	Cell Phone	600-5-810-9-63730	TELEPHONE	150.00
J & J LAWN CARE	28111	Mowing Contract	600-5-810-9-64322	CONTRACTED SERVICES	3,686.75
DYERSVILLE COMMERCIAL	06267882	Hydrant Flushing Ad	600-5-810-9-65060	OFFICE SUPPLIES	105.76
BB COMMUNITY LEASING	107210	Lease Payment - Snow Plow	600-5-810-9-67272	NEW EQUIPMENT	15,392.76
Department 810 - WATER Total:					19,335.27
Fund 600 - WATER FUND Total:					19,335.27
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
J & J LAWN CARE	28111	Mowing Contract	610-5-815-9-64322	CONTRACTED SERVICES	3,686.75
BB COMMUNITY LEASING	107210	Lease Payment - Snow Plow	610-5-815-9-67272	NEW EQUIPMENT	15,392.76
Department 815 - SEWER Total:					19,079.51
Fund 610 - SEWER FUND Total:					19,079.51
Grand Total:					130,255.41

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	57,921.13
112 - TRUST AND AGENCY FUND	500.00
301 - CAPITAL PROJECTS FUND	33,419.50
600 - WATER FUND	19,335.27
610 - SEWER FUND	19,079.51
Grand Total:	130,255.41

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-62100	DUES/SUBSCRIPTIONS	24,337.36
001-5-110-1-63730	TELEPHONE	650.00
001-5-180-1-65100	TRAFFIC SIGNS	632.00
001-5-210-2-63730	TELEPHONE	150.00
001-5-210-2-64322	CONTRACTED SERVICES	3,776.75
001-5-210-2-65407	DEPARTMENT SUPPLIES	195.00
001-5-210-2-65410	CONTRACTED EQUIPME...	90.00
001-5-210-2-67270	NEW EQUIPMENT	15,392.78
001-5-210-2-67622	STREET SIGN REPLACEM...	156.00
001-5-430-4-64322	CONTRACTED SERVICES	5,886.75
001-5-445-4-65407	DEPARTMENT SUPPLIES	246.24
001-5-445-4-65414	CONCESSION STAND SU...	809.41
001-5-470-4-65400	NEW CABLE EQUIPMENT	375.00
001-5-550-5-64300	ZONING CODE UPDATE	343.00
001-5-620-6-65060	OFFICE SUPPLIES	43.99
001-5-650-6-64322	CONTRACTED SERVICES	420.00
001-5-670-6-62100	DUES/SUBSCRIPTIONS	4,190.30
001-5-670-6-62300	MEETINGS/TRAINING	226.55
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	500.00
301-5-723-8-64063	ENGINEERS FEES	33,419.50
600-5-810-9-63730	TELEPHONE	150.00
600-5-810-9-64322	CONTRACTED SERVICES	3,686.75
600-5-810-9-65060	OFFICE SUPPLIES	105.76
600-5-810-9-67272	NEW EQUIPMENT	15,392.76
610-5-815-9-64322	CONTRACTED SERVICES	3,686.75
610-5-815-9-67272	NEW EQUIPMENT	15,392.76
Grand Total:		130,255.41

Project Account Summary

Project Account Key	Expense Amount
None	96,835.91
30125040	18,249.50
3012601610	15,170.00
Grand Total:	130,255.41



Dyersville, IA

Expense Approval Register

Item 1.

07.06.26 Bill Payment - AP Automation

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
SHIELD TECHNOLOGY CORP	2026-063	RMS Software License	001-5-110-1-62100	DUES/SUBSCRIPTIONS	4,087.50
				Department 110 - POLICE Total:	4,087.50
Department: 410 - LIBRARY					
CRESCENT ELECTRIC SUPPLY	S514208989.001	LED Lights	001-5-410-4-63750	MAINTENANCE	159.60
				Department 410 - LIBRARY Total:	159.60
Department: 430 - PARKS					
HEFEL PORTABLE SERVICES L...	6214	Portable Restroom Service - ...	001-5-430-4-64322	CONTRACTED SERVICES	9,660.00
ACE HARDWARE	273703	Slip Joint/Flush Levers	001-5-430-4-65407	DEPARTMENT SUPPLIES	24.81
				Department 430 - PARKS Total:	9,684.81
Department: 670 - OTHER GENERAL GOVT					
CIVICPLUS	371645	Web Design/Annual Fee	001-5-670-6-62100	DUES/SUBSCRIPTIONS	8,954.69
				Department 670 - OTHER GENERAL GOVT Total:	8,954.69
				Fund 001 - GENERAL FUND Total:	22,886.60
Fund: 600 - WATER FUND					
Department: 810 - WATER					
J & R SUPPLY	2605838-IN	Valve/Coupling/Adapter	600-5-810-9-64322	CONTRACTED SERVICES	1,725.00
J & R SUPPLY	2605837-IN	Pipe/Valve/Elbow/Adapter	600-5-810-9-65407	DEPARTMENT SUPPLIES	2,063.80
J & R SUPPLY	2605841-IN	Valve/Coupling/Adapter	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,725.00
J & R SUPPLY	2606078-IN	Meter Couplings	600-5-810-9-65407	DEPARTMENT SUPPLIES	2,985.00
HAWKINS WATER TREATME...	7478854	Azone	600-5-810-9-65407	DEPARTMENT SUPPLIES	834.40
HAWKINS WATER TREATME...	7478855	Azone	600-5-810-9-65407	DEPARTMENT SUPPLIES	405.12
				Department 810 - WATER Total:	9,738.32
				Fund 600 - WATER FUND Total:	9,738.32
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
MICROBAC LABORATORIES	WL2602093	Testing	610-5-815-9-64317	TESTING	1,120.25
ACE HARDWARE	273705	Orgainzer/Tape/Batteries/Pr...	610-5-815-9-65407	DEPARTMENT SUPPLIES	75.46
				Department 815 - SEWER Total:	1,195.71
				Fund 610 - SEWER FUND Total:	1,195.71
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
BI-COUNTY DISPOSAL INC	198565	Garbage / Recycling - June	670-5-840-9-64316	CONTRACTS	28,050.96
				Department 840 - SOLID WASTE Total:	28,050.96
				Fund 670 - SOLID WASTE FUND Total:	28,050.96
				Grand Total:	61,871.59

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	22,886.60
600 - WATER FUND	9,738.32
610 - SEWER FUND	1,195.71
670 - SOLID WASTE FUND	28,050.96
Grand Total:	61,871.59

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-62100	DUES/SUBSCRIPTIONS	4,087.50
001-5-410-4-63750	MAINTENANCE	159.60
001-5-430-4-64322	CONTRACTED SERVICES	9,660.00
001-5-430-4-65407	DEPARTMENT SUPPLIES	24.81
001-5-670-6-62100	DUES/SUBSCRIPTIONS	8,954.69
600-5-810-9-64322	CONTRACTED SERVICES	1,725.00
600-5-810-9-65407	DEPARTMENT SUPPLIES	8,013.32
610-5-815-9-64317	TESTING	1,120.25
610-5-815-9-65407	DEPARTMENT SUPPLIES	75.46
670-5-840-9-64316	CONTRACTS	28,050.96
Grand Total:		61,871.59

Project Account Summary

Project Account Key	Expense Amount
None	61,871.59
Grand Total:	61,871.59



Dyersville, IA

Expense Approval Register

Item 1.

7.06.2026 Bills - Accounts Payable - Draft/In-Hou

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
RELiance STANDARD	07.2026	Police Insurance	001-5-110-1-61500	GROUP INSURANCE	347.84
ALLIANT ENERGY	06.18.2026	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	111.24
ALLIANT ENERGY	06.18.2026	Police Department Electricity	001-5-110-1-63710	ELECTRICITY	225.00
Department 110 - POLICE Total:					684.08
Department: 150 - FIRE					
T MOBILE	07.2026	Mobile Internet	001-5-150-1-63730	TELEPHONE	49.65
Department 150 - FIRE Total:					49.65
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	06.18.2026	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	499.98
Department 180 - MISC. COMMUNITY PROTECTION Total:					499.98
Department: 210 - TRANSPORTATION					
RELiance STANDARD	07.2026	Public Works Insurance	001-5-210-2-61500	GROUP INSURANCE	82.22
ALLIANT ENERGY	06.18.2026	Public Works - Electricity	001-5-210-2-63710	ELECTRICITY	357.74
T MOBILE	07.2026	Mobile Internet	001-5-210-2-63730	TELEPHONE	49.66
Department 210 - TRANSPORTATION Total:					489.62
Department: 410 - LIBRARY					
RELiance STANDARD	07.2026	Library Insurance	001-5-410-4-61500	GROUP INSURANCE	108.39
ALLIANT ENERGY	06.18.2026	Library Electricity	001-5-410-4-63710	ELECTRICITY	1,054.23
Department 410 - LIBRARY Total:					1,162.62
Department: 430 - PARKS					
RELiance STANDARD	07.2026	Parks Insurance	001-5-430-4-61500	GROUP INSURANCE	25.67
ALLIANT ENERGY	06.18.2026	Park Electricity	001-5-430-4-63710	ELECTRICITY	805.35
TRUMM, NATE	07.01.2026	Umpire Fees	001-5-430-4-64323	COACHES/UMPIRES	320.00
REICKS, DAVID	07.01.26	Umpire Fees	001-5-430-4-64323	COACHES/UMPIRES	80.00
Department 430 - PARKS Total:					1,231.02
Department: 445 - AQUATIC CENTER					
RELiance STANDARD	07.2026	Pool Insurance	001-5-445-4-61500	GROUP INSURANCE	25.67
ALLIANT ENERGY	06.18.2026	Pool Electricity	001-5-445-4-63710	ELECTRICITY	2,547.34
Department 445 - AQUATIC CENTER Total:					2,573.01
Department: 470 - OTHER CULTURE					
DYERSVILLE COMMERCIAL C...	90.25 2026	Lease Agreement	001-5-470-4-62107	COMMERCIAL CLUB PARK	21,250.00
Department 470 - OTHER CULTURE Total:					21,250.00
Department: 520 - ECONOMIC DEVELOPMENT					
HUISMAN, CHRISTOPHER & ...	04-26 2026 (2)	Building Facade Reimbursen...	001-5-520-5-64315	ECONOMIC DEVELOPMENT	3,620.28
Department 520 - ECONOMIC DEVELOPMENT Total:					3,620.28
Department: 610 - MAYOR, COUNCIL & CITY ADM					
RELiance STANDARD	07.2026	P & A Insurance	001-5-610-6-61500	GROUP INSURANCE	45.69
Department 610 - MAYOR, COUNCIL & CITY ADM Total:					45.69
Department: 620 - CLERK, TREAS & FINANCE					
RELiance STANDARD	07.2026	Mayor/Council Insurance	001-5-620-6-61500	GROUP INSURANCE	9.43
Department 620 - CLERK, TREAS & FINANCE Total:					9.43
Department: 650 - CITY HALL & GEN BLDGS					
ALLIANT ENERGY	06.18.2026	City Hall Electricity	001-5-650-6-63710	ELECTRICITY	228.22
ALLIANT ENERGY	06.23.26	Electricity - Annex	001-5-650-6-63710	ELECTRICITY	91.81
Department 650 - CITY HALL & GEN BLDGS Total:					320.03
Fund 001 - GENERAL FUND Total:					31,935.41

Expense Approval Register

Packet: APPKT02340 - 07.06.2026 Bills - Accounts Payable

Item 1.

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	06.18.2026	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	1,166.62
Department 180 - MISC. COMMUNITY PROTECTION Total:					1,166.62
Fund 110 - ROAD USE FUND Total:					1,166.62
Fund: 600 - WATER FUND					
Department: 810 - WATER					
RELIANCE STANDARD	07.2026	Water Insurance	600-5-810-9-61500	GROUP INSURANCE	80.85
ALLIANT ENERGY	06.18.2026	Water Electricity	600-5-810-9-63710	ELECTRICITY	6,049.58
T MOBILE	07.2026	Mobile Internet	600-5-810-9-63730	TELEPHONE	49.66
Department 810 - WATER Total:					6,180.09
Fund 600 - WATER FUND Total:					6,180.09
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
RELIANCE STANDARD	07.2026	Wastewater Insurance	610-5-815-9-61500	GROUP INSURANCE	97.16
ALLIANT ENERGY	06.18.2026	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	750.73
T MOBILE	07.2026	Mobile Internet	610-5-815-9-63730	TELEPHONE	49.66
Department 815 - SEWER Total:					897.55
Fund 610 - SEWER FUND Total:					897.55
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
RELIANCE STANDARD	07.2026	Solid Waste Insurance	670-5-840-9-61500	GROUP INSURANCE	14.16
Department 840 - SOLID WASTE Total:					14.16
Fund 670 - SOLID WASTE FUND Total:					14.16
Grand Total:					40,193.83

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	31,935.41
110 - ROAD USE FUND	1,166.62
600 - WATER FUND	6,180.09
610 - SEWER FUND	897.55
670 - SOLID WASTE FUND	14.16
Grand Total:	40,193.83

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61500	GROUP INSURANCE	347.84
001-5-110-1-63710	ELECTRICITY	336.24
001-5-150-1-63730	TELEPHONE	49.65
001-5-180-1-63710	ELECTRICITY	499.98
001-5-210-2-61500	GROUP INSURANCE	82.22
001-5-210-2-63710	ELECTRICITY	357.74
001-5-210-2-63730	TELEPHONE	49.66
001-5-410-4-61500	GROUP INSURANCE	108.39
001-5-410-4-63710	ELECTRICITY	1,054.23
001-5-430-4-61500	GROUP INSURANCE	25.67
001-5-430-4-63710	ELECTRICITY	805.35
001-5-430-4-64323	COACHES/UMPIRES	400.00
001-5-445-4-61500	GROUP INSURANCE	25.67
001-5-445-4-63710	ELECTRICITY	2,547.34
001-5-470-4-62107	COMMERCIAL CLUB PARK	21,250.00
001-5-520-5-64315	ECONOMIC DEVELOPM...	3,620.28
001-5-610-6-61500	GROUP INSURANCE	45.69
001-5-620-6-61500	GROUP INSURANCE	9.43
001-5-650-6-63710	ELECTRICITY	320.03
110-5-180-1-63710	ELECTRICITY	1,166.62
600-5-810-9-61500	GROUP INSURANCE	80.85
600-5-810-9-63710	ELECTRICITY	6,049.58
600-5-810-9-63730	TELEPHONE	49.66
610-5-815-9-61500	GROUP INSURANCE	97.16
610-5-815-9-63710	ELECTRICITY	750.73
610-5-815-9-63730	TELEPHONE	49.66
670-5-840-9-61500	GROUP INSURANCE	14.16
Grand Total:		40,193.83

Project Account Summary

Project Account Key	Expense Amount
None	40,193.83
Grand Total:	40,193.83



Dyersville, IA

Refund Check Register

Item 1.

Refund Check Detail

UBPKT02777 - Refunds 01 UBPKT02776 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-100041-03	Ihde, Alexis		0	92.90			92.90	Generated From Billing
02-100032-02	Mensen, Derek		0	42.90			42.90	Generated From Billing
02-100096-03	Longwell, Aaron		0	138.21			138.21	Generated From Billing
Total Refunds: 3			Total Refunded Amount:	274.01				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	274.01
Revenue Total:	274.01



CITY COUNCIL

Lower Level Council Chambers
Monday, June 15, 2026
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member Oberbroeckling to approve June 15, 2026 agenda Seconded by Council Member Singsank.

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

ORAL COMMENTS

APPROVAL OF CONSENT AGENDA

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

1. Approve Bills; 2. Approve Minutes City Council Meeting - June 1, 2026; **3. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - May 12, 2026; **4. Special Class C Retail Alcohol License (5 Day) July 22 - 26, 2026** Hy-Vee (RAGBRAI); **5. Special Class C Retail Alcohol License (5 Day) June 8 - 12, 2026** Dyersville Chamber of Commerce Downtown Summer Nights; **6. Special Class C Retail Alcohol License (5 Day) July 20 - 24, 2026** Dyersville Events, Inc. (RAGBRAI); **7. Approve Cigarette/Tobacco Permit** Velocity Fest 2026; **8. Approve Cigarette/Tobacco Permit** McDermott Oil 2026; **9. Parade Permit** Beckman Catholic High School - Homecoming Parade - September 18, 2026; **10. Blasting Permit** Bennett Explosives, Inc. - July 2026; **11. Building Permit 26-2488** Justin Allen (Truefield Construction Management), 2355 Industrial Parkway SW; **12. Request** from St. Francis Xavier Basilica to close off 2nd St SW in front of Xavier School and Legacy Square for fire trucks that will be used for Totus Tuus; **13. Request** from the Dyersville Downtown Market to receive approval and assistance with the closure of 2nd Street SW from the corner of 3rd Avenue SW to the corner of 2nd Avenue SW for their upcoming market dates; **14. Request** from Classic Dreams Car Show to close 2nd Ave NE from 2nd St NE to 3rd St NE and 2nd Street NE from the railroad crossing to the SE corner of Textile. This event is scheduled for Saturday, September 26, 11:00 am - 4:00 pm.; **15. Authorize Mayor to Sign** Contract Payment No. 2 to Boomerang in the amount of \$16,821.82 for Dyersville 1st Ave PPC Overlay; **16. Approve Reappointment** Beth Gudenkauf, James Kennedy Library Board of Trustees, effective July 1, 2026 - June 30, 2030; **17. Approve Reappointment** Alex Wiezorek, James Kennedy Public Library Board of Trustees, effective July 1, 2026 - June 30, 2030; **18. Approve Appointment** Jenni Oberbroeckling, James Kennedy Public Library Board of Trustees, effective July 1, 2026 - June 30, 2030; **19. Receive & File** 2026 Hydrant Flushing Schedule; **20. Receive & File** Staff Report - Police - June 2026; **21. Receive & File** Staff Report - Parks & Recreation - June 2026; **22. Receive & File** Staff Report - Library - June 2026; **23. Receive & File** Staff Report - Public Works - June 2026; **24. Receive & File** Staff Report - City Administrator - June 2026; **25. Miscellaneous Correspondence** ECIA Spotlight - May 2026. The following bills were approved:

Absolute Science	SRP stipend	\$	2,300.00
Access Systems	Contract	\$	475.04
Acco	Supplies	\$	1,699.62

Ace Hardware	Storywalk repair	\$	604.86
Advanced Precast Company Inc	Supplies	\$	80.00
Amazon	Supplies	\$	2,718.38
Bard Materials	Rock/Lime	\$	58.45
Bi-County Disposal Inc	Garbage / Recycling	\$	27,980.16
Blank Park Zoo	SRP stipend	\$	205.00
Blue Path Finance Fc Iv	Solar Energy	\$	3,596.96
BSN Sports/Collegiate Pacific	Supplies	\$	40.00
Capital Sanitary Supply	Supplies	\$	875.45
Cengage Learning	Books	\$	124.35
Center Point Publishing	Books	\$	135.05
City of Fort Dodge	Reimbursement	\$	7,837.00
Communications Engineering Company	Contracted Service	\$	8,750.00
Complete Office of Wisconsin	janitorial supplies	\$	521.70
Computer Doctors Inc	Computer Work	\$	3,552.00
Cover Works, LLC	Chair refurbishing	\$	1,680.00
Demco Educational Corp	processing supplies	\$	244.80
Digga North America	Supplies	\$	733.74
Dudzik, Jim	Umpire Fees	\$	80.00
Dyersville Commercial	Legal Notices	\$	503.97
Dyersville Industries Inc	Development Agreement	\$	140,446.01
Ems Industrial Inc	Supplies	\$	246.72
Eocene Environmental Group	Professional Services	\$	14,935.86
Fangmann, Mark	Umpire Fees	\$	120.00
Fareway Stores Inc	Supplies	\$	15.96
Farmers Shipping Assn	Supplies	\$	75.84
FL Krapfl Inc	Contracted Service	\$	17,410.65
Francois Masonry Inc	Masonry Work	\$	650.00
Giant Wash	Uniforms & Mats	\$	116.70
GSA Turf Services	Contracted Services	\$	110.00
Hansel Cleaning Services LLC	Library Cleaning Contract	\$	1,000.00
Hawkins Water Treatment	Supplies	\$	2,018.24
Hefel Portable Services LLC	Portable Restroom Service	\$	4,730.00
Heims, Emily	Umpire Fees	\$	320.00
Hoeger, Terry & Rochelle	Tree Removal	\$	1,000.00
Hoopla By Midwest Tape	eMaterials and Streaming	\$	792.37
Hunter, Sarah	Refund	\$	100.00
Ideal Decorating	Chair refurbishing	\$	1,158.00
Ingram Library Services	Books	\$	91.95
J & J Lawn Care	Contracted Service	\$	25,485.95
J & R Supply	Supplies	\$	800.00
Jacobson, Jared or Jessica	Umpire Fees	\$	240.00
Jeff's Auto Service	Vehicle Maintenance	\$	421.48
Jenny L Weiss PLLC	Legal Fees	\$	975.00
John Deere Financial	Supplies	\$	634.22
Jumbo Visual Projection	Videography	\$	300.00
Kanopy Inc	Streaming	\$	51.00
Kirkham Michael	Professional Services	\$	13,640.00
Kluesner Forestry Services LLC	Tree Service	\$	6,250.00
Lime Rock Springs	Supplies	\$	549.66
Maiers, Tricia	Reimbursement	\$	611.65
Mertz, Amanda	Refund	\$	100.00
Microbac Laboratories	Testing	\$	1,885.75

Midwest Breathing Air LLC	Air Test	\$	205.25
MM Mechanical	Annual Service Contract	\$	2,863.38
Myers-Cox Company	Supplies	\$	2,791.11
Olberding, Brian or Shellie	Refund	\$	250.00
OpenGov Inc	Software	\$	40,809.91
Overdrive	eMaterials	\$	316.47
Oz, Mikayla	SRP stipend	\$	400.00
Pederson, Cole or Chelsey	Umpire Fees	\$	80.00
Pitney Bowes	Supplies	\$	76.35
Polydyne Inc	Supplies	\$	3,114.00
Pomp's Tire Service	Vehicle Maintenance	\$	628.40
Postmaster	postage	\$	122.00
Quill Corporation	Supplies	\$	89.09
Rausch, Jessica	Refund	\$	100.00
Reliance Standard	Group Insurance	\$	761.68
Robbins, Stacy or Lyle	Refund	\$	100.00
Scholastic Inc	SRP books	\$	1,567.56
Sherwin-Williams	Supplies	\$	1,850.00
Simon, Mark	Refund	\$	100.00
Spahn & Rose Lumber Co	Supplies	\$	22.56
Stephens, Carole	SRP stipend	\$	450.00
Streicher's	Uniforms/Equipment	\$	304.00
Strutz, Caleb	SRP stipend	\$	450.00
Surgit	Maintenance	\$	1,879.92
T & W Grinding	Composting	\$	6,179.30
Tauke Motors	Vehicle Maintenance	\$	718.21
Thein, Jordan	Umpire Fees	\$	320.00
Theisen, Lyle & Sue	Refund	\$	100.00
Three Rivers FS Company	Supplies	\$	540.22
TJ Cleaning Services	Cleaning Service	\$	1,550.00
Tri-State Automatic Sprinkler	Sprinkler Inspection	\$	420.00
Trumm, Nick	Umpire Fees	\$	100.00
Vanguard ID Systems	Office Supplies	\$	1,415.04
Verizon Wireless	Phone	\$	21.06
Vonderhaar, Shirley	SRP incentives	\$	26.00
Weikert Contracting Inc	Contracted Service	\$	15,582.00
White Cap LP	Supplies	\$	750.05

001 - General Fund	\$	135,705.83
002 - Library Trust Fund	\$	6,446.05
110 - Road Use Fund	\$	15,664.22
112 - Trust and Agency Fund	\$	700.00
135 - Dyersville TIF Dist Fund	\$	140,446.01
301 - Capital Projects Fund	\$	28,575.86
600 - Water Fund	\$	13,980.75
610 - Sewer Fund	\$	13,404.11
670 - Solid Waste Fund	\$	34,210.27
Grand Total:	\$	389,133.10

ACTION ITEMS

26. 6:00 P.M. Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost City of Dyersville, Iowa Olde Castle Road Sanitary Sewer Extension 2026

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

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

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

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

27. Resolution No. 53-26 finally approving and confirming plans, specifications, form of contract and estimate of cost for the Olde Castle Road Sanitary Sewer Extension 2026 Project

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

Voting Yea: Oberbroeckling, Pottebaum, Singsank Nay: English Motion carried.

28. Ordinance No. 879 designating the City of Dyersville as a "Clean Zone, providing for the safe and orderly use of city streets and sidewalks by sidewalk vendors and pedestrians during the 2026 Major League Baseball at the Field of Dreams Event (Hereinafter "Event"); establishing terms and conditions for host committees; regulating commercial activities during the event; providing for the establishment of public participation areas; to provide for fines and penalties; and establish a Clean Zone, effective 12:01 A.M. Monday, August 10, 2026 and ending at 11:59 P.M. on Saturday, August 15, 2026; providing for this Ordinance is cumulative of all Ordinances; providing a savings clause; and providing for publication.

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

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

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

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

29. Waive Second Reading of Ordinance No. 879

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

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

30. Waive Third Reading of Ordinance No. 879

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

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

31. Resolution No. 54-26 approving the Dyersville Southwest Stormwater Improvements Concept Design prepared by Eocene Environmental Group

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

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

32. Resolution No. 55-26 approving a professional services agreement with Eocene Environmental Group Inc. for final design, environmental assessment, permitting, and bid letting assistance for the Southwest Dyersville Stormwater Improvements Project

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

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

33. Resolution No. 56-26 setting the Salaries for the Employees of the City of Dyersville

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

34. Resolution No. 57-26 setting the Salary for an Employee for the City of Dyersville

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

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 7:09 pm Seconded by Council Member Pottebaum.

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

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer

Business Information

Name of Legal Entity: SUNDSTOP II LLC

FEIN: XX-XXX5271

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 503071

Premises Information

Premises DBA: SUNDSTOP #3

Premises Address: 740 FIELD OF DREAMS WAY DYERSVILLE IA 52040-2502

Premises Type: Convenience Store

Number of Floors: 1

Control of Premises: Own

The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business.
This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.
2500

Does your premises conform to all local and state health, fire and building laws and regulations?
Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?
No

Has the number of floors of the premises changed?
No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.
No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.
No

Has the square footage of the premises changed?
No

License Information

Effective Date: 05-Sep-2026

Length of License Requested: 12MONTH

Would you like to add or remove any privileges on your license?:
No

Item 3.

Endorsements

Item 3.

Local Authority: City of Dyersville

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	SUNDSTROM, JOSHUA J	SSN	***-**-4591				0.00
Individual	BEAMAN, JENNIFER	SSN	***-**-1198	01-Sep-1979		1758 170TH STREET CLARENCE IA 52216	20.00
Individual	SUNDSTROM, JOSHUA	SSN	***-**-4591	13-Jan-1981		512 HIGHLAND STREET OLIN IA 52320	20.00
Individual	WEBER, TIMOTHY	SSN	***-**-5312	31-Aug-1988		208 NORTH CHERRY STREET MECHANICS VILLE IA 52306	20.00
Individual	WEBER, MATTHEW	SSN	***-**-6677	19-May-1981		719 110TH STREET MECHANICS VILLE IA 52306	20.00
Individual	WEBER, DELBERT	SSN	***-**-8101	28-Apr-1954		17752 25TH STREET MECHANICS VILLE IA 52306	20.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: JOSHUA SUNDSTROM

Phone Number: 5634515929

Email Address: sundstop@gmail.com

Item 3.

Address: 400 JACKSON ST OLIN IA 52320-4733

Attestation Information

Attestation Name: JOSHUA SUNDSTROM

Attestation Date: 27-Jun-2026

Business Information

Name of Legal Entity: HOQ LLC

FEIN: XX-XXX3443

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 443529

Premises Information

Premises DBA: HOQ WRAPS

Premises Address: 28995 LANSING RD DYERSVILLE IA 52040-8005

Premises Type: RAGBRAI

Number of Floors: 1

Control of Premises: Other

Other control description: N/A

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 25-Jul-2026

Length of License Requested: 5DAY

Privilege(s) Requested

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

I have attached the sketch. Please let me know if you have any questions

Endorsements

Local Authority: City of Dyersville

Dramshop Company: ILLINOIS CASUALTY CO

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	HOQUE, MOHAMMAD	SSN	***-**-4937	15-Feb-19 82		2320 SW 12TH STREET DES MOINES IA 50315	50.00
Individual	HOQUE, CYNTHIA	SSN	***-**-3462	21-Sep-19 85		2320 SW 12TH ST DES MOINES IA 50315	50.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: SUMAN HOQUE

Phone Number: 5152441213

Email Address: hoqrestaurant@gmail.com

Address: 303 E 5TH ST DES MOINES IA 50309-1925

Attestation Information

Attestation Name: MOHAMMAD HOQUE

Attestation Date: 15-Jun-2026

Business Information

Name of Legal Entity: ENGLISH PUB RESTAURANT, INC.

FEIN: XX-XXX5044

Business Type: Corporation

This business is registered with the Secretary of State.

Business Number of Secretary of State: 827818

Premises Information

Premises DBA: ENGLISH PUB

Premises Address: 210 1ST AVE E DYERSVILLE IA 52040-1201

Premises Type: Restaurant

Number of Floors: 1

Control of Premises: Own

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

Has the number of floors of the premises changed?

No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.

No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.

No

License Information

Effective Date: 01-Aug-2026

Length of License Requested: 12MONTH

Privilege(s) Requested

Living Quarters - Separates private living quarters from the licensed premises; protects licensee/permittee from warrantless searches of living quarters.

Item 5.

Provided description of the Outdoor Service Area:

We have a fenced off area outside we would like patrons to be able to take drinks to.

Endorsements

Item 5.

Local Authority: City of Dyersville

Dramshop Company: ILLINOIS CASUALTY CO

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	SCHERBRIN G, JON	SSN	***-**-9004	14-Jun-19 83		209 2ND AVE SE DYERSVILLE IA 52040	50.00
Individual	MILLER, REBECCA	SSN	***-**-7562	11-Feb-19 92		213 1ST AVENUE EAST DYERSVILLE IA 52040	50.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: REBECCA MILLER

Phone Number: (563) 608-1726

Email Address: englishpub25@gmail.com

Address: 210 1ST AVE E DYERSVILLE IA 52040-1201

Attestation Information

Attestation Name: REBECCA MILLER

Attestation Date: 04-Jun-2026

Business Information

Name of Legal Entity: JT SMOOTHIES & COFFEES LLC

FEIN: XX-XXX8890

Business Type: Partnership

This business is not registered with the Secretary of State.

Premises Information

Premises DBA: DYERSVILLE RAGBRAI

Premises Address: 3RD AVE SW & 2ND ST SW DYERSVILLE IA 52040

Premises Type: RAGBRAI

Number of Floors: 1

Control of Premises: Other
Dyersville

Other control description: Written Agreement City of

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 23-Jul-2026

Length of License Requested: 5DAY

Privilege(s) Requested

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

Agreement with city of Dyersville to serve alcohol during the Ragbrai event.

Endorsements

Item 6.

Local Authority: City of Dyersville

Dramshop Company: WESTFIELD INSURANCE

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	TIMM, TAMI	SSN	***-**-3874	09-Mar-1970		629 DEER RIDGE DR ATKINS IA 52206-8200	50.00
Individual	TIMM, JEFFREY	SSN	***-**-6510	05-Oct-1968		629 DEER RIDGE DR ATKINS IA 52206-8200	50.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: TAMI TIMM

Phone Number: (319) 361-4663

Email Address: trusttamitimm@aol.com

Address: 629 DEER RIDGE DR ATKINS IA 52206-8200

Attestation Information

Attestation Name: TAMI TIMM

Attestation Date: 20-Jun-2026

Business Information

Name of Legal Entity: HARTIG DRUG COMPANY

FEIN: XX-XXX8860

Business Type: Corporation

This business is registered with the Secretary of State.

Business Number of Secretary of State: 17939

Premises Information

Premises DBA: HARTIG DRUG CO. #6

Premises Address: 711 16TH AVE SE DYERSVILLE IA 52040-2158

Premises Type: Pharmacy

Number of Floors: 1

Control of Premises: Lease

The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business. This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.
6983

Does your premises conform to all local and state health, fire and building laws and regulations?
Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?
No

Has the number of floors of the premises changed?
No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.
No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.
No

Has the square footage of the premises changed?
No

License Information

Effective Date: 09-Aug-2026

Length of License Requested: 12MONTH

Endorsements

Item 7.

Local Authority: City of Dyersville

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	KAMMILLER, MARILYN A	SSN	***-**-5188	04-Jun-1954		703 MAIN STREET DUBUQUE IA 52001-6814	0.00
Individual	HARTIG, WESLEY	SSN	***-**-2834	18-Mar-1988		703 MAIN STREET DUBUQUE IA 52001-6814	48.00
Individual	HARTIG, CHARLES	SSN	***-**-8420	30-Apr-1985		703 MAIN STREET DUBUQUE IA 52001-6814	48.00
Individual	MEADE, DAWN	SSN	***-**-4201	15-Aug-1971	(563) 207-0673	703 MAIN ST DUBUQUE IA 52001-6814	0.00
Individual	HARTIG, BRENDA	SSN	***-**-8149	10-Dec-1954		560 VILLA DUBUQUE IA 52003	0.00
Individual	HARTIG, RICHARD	SSN	***-**-6926	02-Dec-1949		560 VILLA DUBUQUE IA 52003	4.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: JOHN D HAHN

Phone Number: (563) 599-8491

Email Address: jhahn@hartigdrug.com

Address: 703 MAIN ST DUBUQUE IA 52001-6814

Bond

Do you want to add a bond for this permit?

No

Bond Policy Number: 1258772

Issued Date: 09-Aug-2020

Premises Hours

Is the premises open 24/7?

No

Store Hours Description:

Deliveries Hours

Are deliveries able to be received 24/7?

No

Delivery Hours Description:

Automatic Renewal Enrollment

Do you wish to enroll in the Automatic Renewal Program at this time?

No

Attestation Information

Attestation Name: CHARLES HARTIG

Attestation Date: 17-Jun-2026

AIA Type Document
Application and Certification for Payment

Pg 1 of 3

TO (OWNER): City of Dyersville
 340 1st Ave E
 Dyersville, IA 52040

PROJECT: Dyersville 1st Ave PCC Overlay
 340 1st Ave E
 Dyersville, IA 52040

APPLICATION NO: 3RR
PERIOD TO: 6/26/2026

DISTRIBUTION
TO:
 - OWNER
 - ARCHITECT
 - CONTRACTOR

FROM (CONTRACTOR): BOOMERANG
 13225 Circle Drive Suite A
 PO Box 227
 Anamosa, IA 52205

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM\$ 707,696.72

2. Net Change by Change Orders\$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2)\$ 707,696.72

4. TOTAL COMPLETED AND STORED TO DATE\$ 707,696.72

5. RETAINAGE:

a. 0.00 % of Completed Work\$ 0.00

b. 0.00 % of Stored Material\$ 0.00

Total retainage (Line 5a + 5b)\$ 0.00

6. TOTAL EARNED LESS RETAINAGE\$ 707,696.72
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate)\$ 686,465.82

8. CURRENT PAYMENT DUE\$ 21,230.90

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6)\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: BOOMERANG
 13225 Circle Drive Suite A PO Box 227
 Anamosa, IA 52205

By: [Signature] Date: 6/26/2026

State of:

County of:

Subscribed and Sworn to before me this _____ Day of _____ 20____

Notary Public:

My Commission Expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: [Signature] Date: 6/29/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER: _____ **TITLE:** _____ **DATE:** _____

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Dyersville
340 1st Ave E
Dyersville, IA 52040

PROJECT: Dyersville 1st Ave PCC Overlay
340 1st Ave E
Dyersville, IA 52040

APPLICATION NO: 3RR
PERIOD TO: 6/26/2026

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): BOOMERANG
13225 Circle Drive Suite A
PO Box 227
Anamosa, IA 52205

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
10	EXCAVATION CLASS 10 WASTE	206.000	20.0000	4,120.00	95.100	1,902.00	.000	0.00	0.00	1,902.00	46.17	2,218.00
10	EXCAVATION CLASS 10 WASTE	-110.900	20.0000	-2,218.00	.000	0.00	.000	0.00	0.00	0.00	.00	-2,218.00
20	MODIFIED SUBBASE	112.000	40.0000	4,480.00	.000	0.00	.000	0.00	0.00	0.00	.00	4,480.00
20	MODIFIED SUBBASE	-112.000	40.0000	-4,480.00	.000	0.00	.000	0.00	0.00	0.00	.00	-4,480.00
30	GRANULAR SHOULDERS TYPE B	3,404.000	21.0000	71,484.00	3,363.850	70,640.85	.000	0.00	0.00	70,640.85	98.82	843.15
30	GRANULAR SHOULDERS TYPE B	-40.150	21.0000	-843.15	.000	0.00	.000	0.00	0.00	0.00	.00	-843.15
40	RELOCATION OF MAILBOXES	1.000	100.0000	100.00	1.000	100.00	.000	0.00	0.00	100.00	100.00	.00
50	PAVEMENT SCARIFICATION	1,248.000	12.0000	14,976.00	1,248.000	14,976.00	.000	0.00	0.00	14,976.00	100.00	.00
60	STD/SLIPFORM PCC PAVEMENT CLASS C 3i DURA 10 IN	838.000	64.0000	53,632.00	838.000	53,632.00	.000	0.00	0.00	53,632.00	100.00	.00
70	PCC OVERLAY FURNISH ONLY	3,610.000	131.0000	472,910.00	3,217.500	421,492.50	.000	0.00	0.00	421,492.50	89.13	51,417.50
70	PCC OVERLAY FURNISH ONLY	-392.500	131.0000	-51,417.50	.000	0.00	.000	0.00	0.00	0.00	.00	-51,417.50
80	PCC OVERLAY PLACEMENT ONLY	18,050.000	5.0000	90,250.00	18,050.000	90,250.00	.000	0.00	0.00	90,250.00	100.00	.00
90	SURFACING DRIVEWAY CLASS A CRUSHED STONE	224.000	20.0000	4,480.00	224.000	4,480.00	.000	0.00	0.00	4,480.00	100.00	.00
100	PAYMENT ADJUSTMENT INC/DISINC FOR PCC PVMT SMOOTHNESS	13,770.000	1.0000	13,770.00	-2,750.600	-2,750.60	.000	0.00	0.00	-2,750.60	-19.98	16,520.60
100	PAYMENT ADJUSTMENT INC/DISINC FOR PCC PVMT SMOOTHNESS	-16,520.600	1.0000	-16,520.60	.000	0.00	.000	0.00	0.00	0.00	.00	-16,520.60
110	REMOVAL OF PAVEMENT	292.000	10.0000	2,920.00	292.000	2,920.00	.000	0.00	0.00	2,920.00	100.00	0.00

AIA Type Document
Application and Certification for Payment

Item 8.

Page 3 of 3

TO (OWNER): City of Dyersville
 340 1st Ave E
 Dyersville, IA 52040

PROJECT: Dyersville 1st Ave PCC Overlay
 340 1st Ave E
 Dyersville, IA 52040

APPLICATION NO: 3RR
PERIOD TO: 6/26/2026

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

FROM (CONTRACTOR): BOOMERANG
 13225 Circle Drive Suite A
 PO Box 227
 Anamosa, IA 52205

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
120	CONSTRUCTION SURVEY	1.000	6,000.0000	6,000.00	1.000	6,000.00	.000	0.00	0.00	6,000.00	100.00	.00
130	PAINTED PVMT MARKINGS WATERBORNE/SOLVENT	158.000	35.0000	5,530.00	166.542	5,828.97	.000	0.00	0.00	5,828.97	105.41	-298.97
130	PAINTED PVMT MARKINGS WATERBORNE/SOLVENT	8.542	35.0000	298.97	.000	0.00	.000	0.00	0.00	0.00	.00	298.97
140	SAFETY CLOSURE	8.000	75.0000	600.00	3.000	225.00	.000	0.00	0.00	225.00	37.50	375.00
140	SAFETY CLOSURE	-5.000	75.0000	-375.00	.000	0.00	.000	0.00	0.00	0.00	.00	-375.00
150	TRAFFIC CONTROL	1.000	9,000.0000	9,000.00	1.000	9,000.00	.000	0.00	0.00	9,000.00	100.00	.00
160	MOBILIZATION	1.000	29,000.0000	29,000.00	1.000	29,000.00	.000	0.00	0.00	29,000.00	100.00	.00
REPORT TOTALS				<u>\$707,696.72</u>		<u>\$707,696.72</u>		<u>\$0.00</u>		<u>\$707,696.72</u>		
									<u>\$0.00</u>			<u>\$0.00</u>

CHANGE ORDER NO. 3

PROJECT: 12th Ave Traffic Signal
OWNER: City of Dyersville
CONTRACTOR: Eastern Iowa Excavating

DATE: June 30, 2026
ENGINEER: Anthony Bardgett
KM PROJECT NO: 2505625
CONTRACT FOR: Traffic Signal

Description of the changes in the Contract Documents: A new conduit and fiber connection needs to be installed between the intersections of 8th Avenue and 12th Avenue to connect the traffic signals together. Existing fiber within the area does not have enough capacity to connect to.

Attachments: Change Order No. 3 Breakdown

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$567,934.85	Original Contract Time: April 6, 2026 – June 26, 2026
Net Change by Previous Change Orders: \$8,025.00	Net Change from Previous Change Orders: None
Contract Price prior to this Change Order: \$575,959.85	Contract Time prior to this Change Order: April 6, 2026 – June 26, 2026
Net (in or de) crease of this Change Order: \$45,187.00	Net (in or de) crease of this Change Order: 27 days
Contract Price with approved Change Orders: \$621,146.85	Contract Time with approved Change Orders: April 6, 2026 – July 23, 2026

RECOMMENDED:

Engineer

Date: 6-30-26

APPROVED:

Owner

Date: _____

ACCEPTED:

Contractor

Date: _____

Change Order No. 3 Breakdown

City of Dyersville
 12th Ave Traffic Signal Project
 6/30/2026



Item No.	Description	Original Qty	Add/Delete	New Qty	Unit	Unit Price	Sub Total	10% OH&P	Total	Comments	Work Completed?
8004	Topsoil, Import	0	1	1	LS	\$45,187.00	\$45,187.00		\$45,187.00	New Conduit and Fiber Installation	N

Total Change Order: **\$45,187.00**

Original Contract : \$567,934.85

Previous CO's: \$8,025.00

New Contract Total: **\$621,146.85**

Description of the changes in the Contract Documents : A new conduit and fiber connection needs to be installed between the intersections of 8th Avenue and 12th Avenue to connect the traffic signals together. Existing fiber within the area does not have enough capacity to connect to.



CONTRACTOR'S PROGRESS ESTIMATE

4

PROJECT: 12th Ave Traffic Signal*DATE:* June 29, 2026*OWNER:* City of Dyersville, Iowa

ENG: Kirkham Michael
 Anthony Bardgett, P.E.
 4515 N River Blvd NE, Suite 20
 Cedar Rapids, IA 52411

CONTRACT FOR: Traffic Signal*BASE CONTRACT AMOUNT:* \$567,934.85

CONTRACTOR: Eastern Iowa Excavating
 121 Nixon St. SE, P.O. Box 189
 Cascade, IA 52033

REVISED AMOUNT: \$575,959.85

See attached schedule for quantities completed to date.

Total Completed to Date:	\$528,774.54
Retained 5%:	\$26,438.73
Previous Estimates:	\$399,072.72
Due the Contractor This Estimate:	\$106,826.89
Percent Complete:	88%

I have reviewed this estimate, and it appears to be correct.

KIRKHAM, MICHAEL & ASSOCIATES

By: Anthony BardgettDate: 6-29-26
 Approved: _____
 (Owner)

Date: _____

DYERSVILLE, IOWA
12TH AVE TRAFFIC SIGNAL



PARTIAL PAYMENT NO. 4

For work between 6/1/26 and 6/26/26

Item	Approved Quantity	Description	Units	Previous Quantity	Quantity this Period	Unit Cost	% Complete	Value Complete
2.1	527.0	TOPSOIL, ON SITE	CY	527.00	0.00	\$10.80	100%	\$5,691.60
2.2	2053.0	EXCAVATION, CLASS 10 IMPORT	CY	2053.00	0.00	\$15.25	100%	\$31,308.25
2.3	1046.0	SUBGRADE PREPARATION	SY	1046.00	0.00	\$1.25	100%	\$1,307.50
2.4	421.0	SUBBASE, MODIFIED, 6 IN.	SY	421.00	0.00	\$6.75	100%	\$2,841.75
2.5	436.00	SUBBASE, MODIFIED, 4 IN.	SY	400.00	36.00	\$8.00	100%	\$3,488.00
2.6	64.00	FILLING AND PLUGGING OF KNOWN PIPE CULVERT, 24 IN.	LF	64.00	0.00	\$19.50	100%	\$1,248.00
4.1	731.0	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	731.00	0.00	\$54.25	100%	\$39,656.75
4.2	52.0	REMOVAL OF STORM SEWER, CMP, 15 IN	LF	52.00	0.00	\$18.00	100%	\$936.00
4.3	1.0	PIPE APRON, CONCRETE, 15 IN.	EA	1.00	0.00	\$2,850.00	100%	\$2,850.00
4.4	679.0	SUBDRAIN, CASE B TYPE 1, 6 IN.	LF	679.00	0.00	\$15.50	100%	\$10,524.50
4.5	4.0	SUBDRAIN OUTLETS AND CONNECTIONS	EA	4.00	0.00	\$168.50	100%	\$674.00
5.1	1.0	REMOVE AND REINSTALL HYDRANT ASSEMBLY	LS	1.00	0.00	\$3,335.00	100%	\$3,335.00
6.1	1.0	MANHOLE, SW-401, 48 IN.	EA	1.00	0.00	\$4,075.00	100%	\$4,075.00
6.2	1.0	MANHOLE, SW-401, 60 IN.	EA	1.00	0.00	\$6,255.00	100%	\$6,255.00
6.3	2.0	INTAKE, SW-505	EA	2.00	0.00	\$6,225.00	100%	\$12,450.00
6.4	1.0	INTAKE, SW-506	EA	1.00	0.00	\$9,500.00	100%	\$9,500.00
6.5	1.0	REMOVE INTAKE	EA	1.00	0.00	\$650.00	100%	\$650.00
7.1	628.0	CURB AND GUTTER, 2.5 FT., 8 IN.	LF	556.00	72.00	\$26.85	100%	\$16,861.80
7.2	196.0	REMOVAL OF SIDEWALK	SY	196.00	0.00	\$10.50	100%	\$2,058.00
7.3	436.0	SIDEWALK, PCC, 6 IN.	SY	400.00	36.00	\$46.50	100%	\$20,274.00
7.4	56.0	DETECTABLE WARNINGS	SF	0.00	56.00	\$33.00	100%	\$1,848.00
7.5	421.0	DRIVEWAY, PAVED, PCC, 7 IN.	SY	40.00	381.00	\$54.00	100%	\$22,734.00
7.6	191.0	FULL DEPTH PATCHES, HMA, 8 IN.	SY	55.80	0.00	\$71.00	29%	\$3,961.80
7.7	835.0	PAVEMENT REMOVAL	SY	835.00	0.00	\$29.85	100%	\$24,924.75
8.1	1.00	TRAFFIC SIGNALIZATION	LS	0.50	0.45	\$242,000.00	95%	\$229,900.00
8.2	32.33	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	0.00	0.00	\$92.00	0%	\$0.00
8.3	32.0	PAINTED SYMBOLS AND LEGENDS, WATERBORNE/SOLVENT	EA	0.00	0.00	\$135.00	0%	\$0.00
8.4	23.5	PAVEMENT MARKINGS REMOVED	STA	23.48	0.00	\$108.00	100%	\$2,535.84
8.5	9.0	SYMBOLS AND LEGENDS REMOVED	EA	9.00	0.00	\$190.00	100%	\$1,710.00
8.6	1.0	TEMPORARY TRAFFIC CONTROL	LS	0.75	0.15	\$32,500.00	90%	\$29,250.00
8.7	1.0	TRAFFIC SIGNS, R3-2 24"x24"	EA	0.00	0.00	\$123.00	0%	\$0.00
8.8	25.0	PERFORATED SQUARE STEEL TUBE POSTS	LF	0.00	0.00	\$22.00	0%	\$0.00
8.9	2.0	PERFORATED SQUARE STEEL TUBE POST ANCHORS, 42"	EA	0.00	0.00	\$160.00	0%	\$0.00
8.10	2.00	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	0.00	0.00	\$295.00	0%	\$0.00
8.11	2.0	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	0.00	0.00	\$135.00	0%	\$0.00
8.12	34.0	TUBULAR MARKERS	EA	0.00	0.00	\$160.00	0%	\$0.00
9.1	0.49	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	AC	0.30	0.19	\$14,000.00	100%	\$6,860.00
9.2	1579.00	FILTER SOCK, 12 IN.	LF	1300.00	0.00	\$4.50	82%	\$5,850.00
9.3	1579.00	FILTER SOCK REMOVAL	LF	0.00	1300.00	\$0.50	82%	\$650.00
9.4	1515.00	TEMPORARY RECP, TYPE 2.B	SY	0.00	0.00	\$2.25	0%	\$0.00
9.5	9.0	INLET PROTECTION DEVICE, DROP IN	EA	0.00	2.00	\$325.00	22%	\$650.00
9.6	9.0	INLET PROTECTION DEVICE, MAINTENANCE	EA	0.00	0.00	\$145.00	0%	\$0.00
11.1	1.0	CONSTRUCTION SURVEY	LS	0.90	0.10	\$6,900.00	100%	\$6,900.00
8000 - CHANGE ORDERS								
8001	1.0	Manhole, SW-401, 72 in.	LS	1.00	0.00	\$7,985.00	100.00%	\$7,985.00
8002	80.0	Topsoil, Import	CY	70.00	20.00	\$73.50	112.50%	\$6,615.00
8003	1.0	Additional Survey for Watermain	LS	1.00	0.00	\$415.00	100.00%	\$415.00
							#DIV/0!	\$0.00
							#DIV/0!	\$0.00
							#DIV/0!	\$0.00
							#DIV/0!	\$0.00
							#DIV/0!	\$0.00
							#DIV/0!	\$0.00

Previous Payments:

No. 1	\$42,190.45
No. 2	\$205,789.87
No. 3	\$151,092.40

TOTAL COMPLETED TO DATE: \$528,774.54

STORED MATERIALS: \$3,563.80

RETAINAGE (5%): \$26,438.73

PREVIOUS PAYMENTS: \$399,072.72

CURRENT PAYMENT DUE: \$106,826.89

% PROJECT COMPLETE: 88%

6/29/2026

Recommended by Engineer

Kirkham Michael

Contract Payment

Item 11.

Project: City of Dyersville
Field of Dreams Movie Site Roadway — Paving and Drainage 2025

Contract Payment No. 4 Total: \$157,671.23
June 19, 2026

Contractor: Top Grade Excavating

Name: Adam Young Title: Controller
Signed: Adam Young Date: 6/19/26

Owner: City of Dyersville

Name: _____ Title: _____

Signed: _____ Date: _____

CONTRACTOR'S PAYMENT FORM

CONTRACT PAYMENT NO. 4

OWNER: City of Dyersville
 PROJECT: Field of Dreams Movie Site Roadway
 Paving and Drainage 2025

WORK COMPLETED THROUGH: 6/18/2026

CONTRACTOR: Top Grade Excavating, Inc.
 ADDRESS: 971 9th Ave NW
 Farley, IA 52046

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE	
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	Topsoil, On-site, 6-inch Thickness	4,500	CY	\$ 3.80	4,500.00	\$ 17,100.00	100.00	\$ 380.00	4,600.00	\$ 17,480.00
2	Excavation, Class 10, On-Site	1,000	CY	\$ 2.80	1,000.00	\$ 2,800.00	400.00	\$ 1,120.00	1,400.00	\$ 3,920.00
3	Excavation, Class 10, Imported	5,000	CY	\$ 7.00	5,000.00	\$ 35,000.00	-	\$ -	5,000.00	\$ 35,000.00
4	Subgrade Preparation	13,200	SY	\$ 0.50	15,600.00	\$ 7,800.00	1,440.00	\$ 720.00	17,040.00	\$ 8,520.00
5	Granular Stabilization	200	TON	\$ 35.00	6,552.00	\$ 229,320.00	480.00	\$ 16,800.00	7,032.00	\$ 246,120.00
6	Modified Subbase, 6-inch	13,200	SY	\$ 8.95	15,600.00	\$ 139,620.00	1,440.00	\$ 12,888.00	17,040.00	\$ 152,508.00
7	Compaction Testing	1	LS	\$ 550.00	-	\$ -	-	\$ -	-	\$ -
8	Replacement of Unsuitable Backfill Material	310	LF	\$ 12.00	310.00	\$ 3,720.00	-	\$ -	310.00	\$ 3,720.00
9	Trench Compaction Testing	1	LS	\$ 350.00	1.00	\$ 350.00	-	\$ -	1.00	\$ 350.00
10	Storm Sewer, Trenched, RCP Class III, Rubber O-Ring, 18-inch	650	LF	\$ 32.00	650.00	\$ 20,800.00	-	\$ -	650.00	\$ 20,800.00
11	Storm Sewer, Trenched, RCP Class III, Rubber O-Ring, 15-inch	192	LF	\$ 29.00	192.00	\$ 5,568.00	-	\$ -	192.00	\$ 5,568.00
12	Storm Sewer, Trenched, HDPE, 18-inch	20	LF	\$ 25.00	20.00	\$ 500.00	-	\$ -	20.00	\$ 500.00
13	Pipe Apron, RCP Class III, Rubber O-Ring 18-inch	7	EA	\$ 650.00	7.00	\$ 4,550.00	-	\$ -	7.00	\$ 4,550.00
14	Pipe Apron, RCP Class III, Rubber O-Ring 15-inch	6	EA	\$ 600.00	6.00	\$ 3,600.00	-	\$ -	6.00	\$ 3,600.00
15	Manhole, SW-401, 48-inch, w Steps	2	EA	\$ 1,400.00	2.00	\$ 2,800.00	-	\$ -	2.00	\$ 2,800.00
16	Pavement, PCC, 8-inch, Class C, Min. 20% SCM	7,870	SY	\$ 53.00	7,870.00	\$ 417,110.00	-	\$ -	7,870.00	\$ 417,110.00
17	Pavement, PCC, 7-inch, Class C, Min. 20% SCM	3,660	SY	\$ 47.00	5,538.10	\$ 260,290.58	1,280.00	\$ 60,160.00	6,818.10	\$ 320,450.58
18	PCC Pavement Samples and Testing	1	LS	\$ 250.00	1.00	\$ 250.00	-	\$ -	1.00	\$ 250.00
19	Temporary Traffic Control	1	LS	\$ 500.00	1.00	\$ 500.00	-	\$ -	1.00	\$ 500.00
20	Seeding, Fertilizing, and Mulching, Type 1	6	AC	\$ 1,175.00	6.00	\$ 7,050.00	-	\$ -	6.00	\$ 7,050.00
21	SWPPP Management	1	LS	\$ 350.00	1.00	\$ 350.00	-	\$ -	1.00	\$ 350.00
22	Erosion Stone	45	TON	\$ 24.00	84.75	\$ 2,034.00	-	\$ -	84.75	\$ 2,034.00
23	Silt Fence or Silt Fence Ditch Check	4,200	LF	\$ 1.40	1,930.00	\$ 2,702.00	-	\$ -	1,930.00	\$ 2,702.00
24	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	5	EA	\$ 1.00	-	\$ -	-	\$ -	-	\$ -
25	Silt Fence or Silt Fence Ditch Check, Removal of Device	4,200	LF	\$ 0.01	-	\$ -	-	\$ -	-	\$ -
26	Stabilized Construction Exit, 1' Thick, 6-inch Diam.	1	LS	\$ 1,000.00	1.00	\$ 1,000.00	-	\$ -	1.00	\$ 1,000.00
27	Mobilization	1	LS	\$ 7,000.00	1.00	\$ 7,000.00	1.00	\$ 7,000.00	2.00	\$ 14,000.00
28	Concrete Washout	1	LS	\$ 250.00	1.00	\$ 250.00	-	\$ -	1.00	\$ 250.00

\$ 1,172,064.58\$ 99,068.00\$ 1,271,132.58

Less: Amount Retained Per Contract (5%) \$ -
 Net Amount Earned to Date \$ 1,271,132.58
 Less: Previous Payments \$ 1,113,461.35
BALANCE DUE THIS PAYMENT \$ 157,671.23

City of Dyersville

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

BOARD & COMMISSION APPLICATION

(PLEASE PRINT & USE BLUE OR BLACK INK)

NAME: Shannon Hermesen

ADDRESS: 724 1st Ave W. Dyersville, IA 52040

PHONE: 319-830-7478

EMAIL: smgallagher106@gmail.com

BOARD OR COMMISSION APPLYING FOR: Library Board

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU INTERESTED IN THIS BOARD OR COMMISSION? As a parent and community member, I value the library's role in promoting literacy, lifelong learning, & community connection. I want to help ensure it remains a welcoming & valuable resource for families & residents of all ages.

YOUR EXPERIENCE BENEFICIAL TO THIS BOARD OR COMMISSION: As a pediatric nurse and Mom I have experience working with families of all backgrounds, communicating effectively, & advocating for community needs. I also enjoy building connections through local involvement and would bring a collaborative, service-oriented perspective to the board.

OTHER CIVIC EXPERIENCE: Dyersville Downtown Market Committee

Shannon Hermesen
SIGNATURE

6/15/26

DATE

PLEASE RETURN TO CITY CLERK'S OFFICE - CITY HALL

City of Dyersville

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

BOARD & COMMISSION APPLICATION

(PLEASE PRINT & USE BLUE OR BLACK INK)

NAME: Angela Morgan

ADDRESS: 114 1/2 2nd Avenue SW Dyersville Ia, 52040

PHONE: 563-320-4947

EMAIL: professorswifey16@gmail.com

BOARD OR COMMISSION APPLYING FOR: Library Board

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU INTERESTED IN THIS BOARD OR COMMISSION? I am
great with people, Always willing to learn
I'm a quick learner, I show up for the
job.

YOUR EXPERIENCE BENEFICIAL TO THIS BOARD OR COMMISSION: _____

I'm a people person, love to socialize, love
meeting new people

OTHER CIVIC EXPERIENCE: I've always worked with
the public

Angela Morgan
SIGNATURE

6/16/26
DATE

PLEASE RETURN TO CITY CLERK'S OFFICE - CITY HALL



City of Dyersville
City Administrator's Office

ADMINISTRATIVE INTERPRETATION

City Administrator — Chapter 165, Zoning Regulations

Interpretation No.: 26-01

Date: 07/01/2026

Issued by: Mick J. Michel, City Administrator

Authority: The City Administrator's duty is to administer and enforce Chapter 165. The interpretive standard in Section 165.03.04(L) is applied below. This interpretation is issued on the Administrator's own initiative to guide consistent enforcement.

Provision interpreted: Section 165.09.11(E),

Question

Does a temporary, movable fence — the kind a resident places around a garden or a pet area — require a fence permit under Section 165.09.11(E) of the Dyersville Code of Ordinances?

The situation that gives rise to this interpretation

Fence permits are a routine part of the City's work. The City reviews roughly fifteen to twenty fence permits each year, and the process works well for the fences it was built around: chain-link and wood privacy fences set on posts driven into the ground. A property owner applies, the Administrative Assistant assigns a task in the asset-management system, and the application comes to the City Administrator for review under Section 165.09.11(E).

A different kind of fence has become common, and it does not fit that process. Residents increasingly use light, movable fences for gardens, for pet areas, and for snow. These fences are set on the ground surface or held by hand-pulled stakes. They are not built into the ground, and they can be picked up and moved. The City has not historically treated these as requiring a permit.

The difficulty is that the Code provides no clear rule. It does not define "fence," and it draws no line between a permanent fence and a temporary, movable one. As a result, the same facts can be treated differently depending on who looks at them, and a question about whether a permit is even required can arise only after a fence is already in place. A clear, written standard is needed so that residents and staff are treated consistently and so that the permit requirement is applied to the fences it was intended to cover. I issue this interpretation to provide that standard.



The standard I must apply

Section 165.03.03(D)(i)(a) directs that an interpretation of the general intent and/or specific meaning of any portion of the Zoning Ordinance text. I have applied that standard below.

Analysis

Three provisions of the Code bear on the question, and they must be read together.

Section 165.09.11(E) currently states that no fence shall be constructed or reconstructed without a permit being issued. The operative words are “constructed or reconstructed.” The ordinary meaning of “construct” in dictionaries is to build or form something by putting together parts or materials. To construct or reconstruct a fence, then, is to build or erect it as a fixed work affixed to the ground — set on posts, footings, or other members placed in the ground. A light fence that rests on the surface, or is held by stakes that pull out by hand, and that can be moved without disturbing anything fixed in the ground, is not “constructed” in that ordinary sense.

When a person obtains a building permit, they will work the site, grade it, and construct a building or a fence. It treats construction as work that begins with “the commencement of site work and grading.” A temporary, movable fence involves neither. Under the Code’s own framing of construction, there is nothing to “construct.”

The definitions section points the same way. Section 165.04.03 defines a “structure” as anything constructed or erected that must rest on the ground, but it expressly excludes fences from that definition. The Code therefore already treats fences as a lighter category, set apart from permanent structures. Reading the permit requirement to reach only fences that are actually built into the ground is consistent with that intent.

Read together, the plain meaning of “constructed,” the Code’s framing of construction, and the treatment of fences as distinct from structures all support the same conclusion: the permit requirement applies to fences that are built into the ground, not to temporary, movable fences that are not.

Interpretation

I interpret Section 165.09.11(E) as follows:

1. A fence permit is required before a permanent fence is constructed or reconstructed. A permanent fence is a fence that is supported by posts, footings, or other members set into the ground, or that otherwise requires site work or grading to install.
2. A fence permit is not required for a temporary, movable fence — a fence that rests on the surface of the ground or is held by stakes or supports removable by hand, that requires no work in the ground to install, and that can be relocated without disturbing anything fixed in the ground. A fence installed in any manner described in paragraph 1 requires a fence permit.
3. A temporary, movable fence remains subject to every requirement of Section 165.09.11 that applies to it, including the corner-visibility requirement of Section 165.09.11.A, the location and drainage requirement of Section 165.09.11.B, the easement requirement of

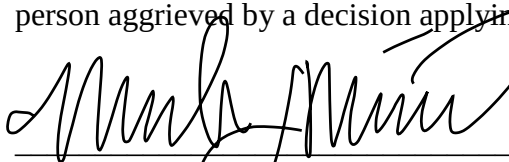
Section 165.09.11.C, the prohibition on barbed wire and other injurious fencing in Section 165.09.11.D.iii, and the height schedule of Section 165.09.11.F. The remaining materials requirements of Section 165.09.11.D, which describe permanent fencing materials, do not apply to a temporary, movable fence. A temporary, movable fence that violates any applicable requirement may be required to be moved or removed.

Effect, record, and review

This interpretation applies to all fence matters going forward, including any matter now pending. It is a forward-looking standard; it does not single out any one property or owner. Any open enforcement matter should be evaluated against this standard.

This interpretation is interim. I will bring forward a text amendment to the City Council and upon their own motion, they may forward it to the Planning and Zoning Commission for a report, which at the City Council will consider the Amended Ordinance. The amendment, once adopted, will govern.

This interpretation is a public record and it will be available at the City Clerk's Office. Any person aggrieved by a decision applying it may appeal to the Board of Adjustment.



Mick J. Michel
City Administrator

Sandy Oberbroeckling

From: Jordan Thein <jordan.thein@outlook.com>
Sent: Thursday, June 11, 2026 2:17 PM
To: tournaments@fodmoviesite.com; Jeff Jacque; Norm Pottebaum; Mike English; Scott DeSousa; Mark Singsank; Mike Oberbroeckling; Adam Huehnergath; Sandy Oberbroeckling; Mick Michel; Tricia Maiers
Subject: PETITION TO PRIORITIZE DYERSVILLE YOUTH ATHLETES AND PROTECT LOCAL FIELD ACCESS

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

PETITION TO PRIORITIZE DYERSVILLE YOUTH ATHLETES AND PROTECT LOCAL FIELD ACCESS

To the Field of Dreams Tournament Organizers, the Dyersville City Council, and the Dyersville Parks and Recreation Department:

We, the undersigned parents, families, coaches, taxpayers, and community members of Dyersville, respectfully request changes to field scheduling and tournament policies to ensure all local youth baseball, softball, and T-ball programs and the Dyersville area citizens who participate in them remain the top priority when using city-owned, public athletic facilities in and across town.

Dyersville families and local residents contribute substantially to the maintenance and operation of these fields through local taxes, volunteer efforts, and program registration fees. While we recognize the value that tournaments bring to the community, local children should not lose access to their scheduled games and/or practices because of tournament scheduling conflicts, rain delays, or event management decisions. Families of Dyersville should not be experiencing repeated distress related to their public parks and city facilities, and uncertain schedule changes related to these issues.

Recently, local T-ball players as young as four and five years old were removed from a scheduled ball field due to tournament-related scheduling issues and forced to relocate to a soccer field. Many of these children were left confused and upset after looking forward to playing on a real baseball field in their hometown. For many T-ball participants, there are only a limited number of games each season, making every scheduled game especially important.

We respectfully request that the following measures be adopted:

- 1. Local youth programs receive scheduling priority** on city-owned athletic fields over tournament activities whenever conflicts arise.
- 2. Scheduled local youth games and practices shall not be displaced** due to tournament rain delays, scheduling errors, or tournament overruns.

3. Tournament rain delay policies be modified so that, whenever reasonably possible, tournament is paused at 4:30 PM and resumed after 8:00 PM to allow scheduled Dyersville youth games to proceed as planned.

4. Friday evenings remain dedicated T-ball nights, ensuring our youngest players have a consistent opportunity to play without conflicts from tournament activities or other league schedules.

5. Greater transparency be provided regarding field usage, scheduling decisions, revenues, maintenance costs, and agreements involving tournament operations and city-owned facilities.

6. Future field-use agreements prioritize the interests of Dyersville residents and local youth athletes, recognizing that these facilities exist first and foremost to serve the community that supports them.

We believe there is a reasonable balance that can be achieved between hosting visiting tournament teams and preserving opportunities for the local children who call Dyersville home. Supporting youth recreation is an investment in our community, and local families should not be asked to give up their limited playing opportunities to accommodate tournament scheduling issues.

Our children deserve the opportunity to play on the fields their families help support. We respectfully ask tournament organizers, the Dyersville City Council, and the Parks and Recreation Department to work together to ensure that local youth athletes remain a priority.

Thank you for your consideration and for your continued support of youth baseball and softball in Dyersville.

Sincerely,

The Parents, Families, Coaches, Taxpayers, and Supporters of Dyersville Youth Athletics

Timestamp	I have read the petition and support it as written	First and Last Name	City of Residence	Do you have an athlete that participates in the Dyer	Email Address (optional but helpful for validation)	I am a
6/11/2026 11:59:00	I have read the petition and support it as written	Jordan Thein	Dyersville	yes	Jordan.thein@outlook.com	
6/11/2026 12:04:37	I have read the petition and support it as written	Katelynn Nank	Dyersville	yes	Kashens@gmail.com	Resident, parent/guardian
6/11/2026 12:07:25	I have read the petition and support it as written	Kylee Langel	Dyersville	no	Kyleeramona@aol.com	Resident
6/11/2026 12:07:26	I have read the petition and support it as written	Cara Recker	Dyersville	yes	cara12192@gmail.com	parent/guardian of a youth
6/11/2026 12:07:35	I have read the petition and support it as written	Alex Glatt	Dubuque	no	aglatt2023@gmail.com	community supporter
6/11/2026 12:07:41	I have read the petition and support it as written	Nicole Glatt	Dubuque		nglatt82@gmail.com	community supporter
6/11/2026 12:07:50	I have read the petition and support it as written	Erin Schilling	Worthington	yes		parent/guardian of a youth
6/11/2026 12:08:48	I have read the petition and support it as written	Ann Huberty	Yes	no		Resident
6/11/2026 12:10:42	I have read the petition and support it as written	Ashley Hall	Dyersville	yes	Ashley.otting1@gmail.com	Resident, parent/guardian
6/11/2026 12:11:29	I have read the petition and support it as written	Victoria lane	Dyersville	yes	victoriakayelane@yahoo.com	parent/guardian of a youth
6/11/2026 12:13:01	I have read the petition and support it as written	Christine McAllister	Dyersville	no	christine.regina6@gmail.com	Resident, community supporter
6/11/2026 12:13:28	I have read the petition and support it as written	Chelsea Gleason	Dyersville, IA	yes	cgleason1018@gmail.com	Resident, parent/guardian
6/11/2026 12:14:11	I have read the petition and support it as written	Christie Hirsch	Dyersville	no	Chirsch1994@gmail.com	Resident, community supporter
6/11/2026 12:14:12	I have read the petition and support it as written	McKenzie Bockenstedt	Dyersville	yes	Mckenziebockenstedt@gmail.com	Resident, parent/guardian
6/11/2026 12:14:30	I have read the petition and support it as written	Jason Ries	Dyersville	yes	Riesy77@hotmail.com	parent/guardian of a youth
6/11/2026 12:20:37	I have read the petition and support it as written	Samantha Jay	Dyersville	yes	Samantha.loeffelholz@gmail.com	parent/guardian of a youth
6/11/2026 12:22:16	I have read the petition and support it as written	Angie White	Earlville	yes	angie_kluesner@hotmail.com	parent/guardian of a youth
6/11/2026 12:22:57	I have read the petition and support it as written	Loras Phillips	Dyersville	no		Resident
6/11/2026 12:25:03	I have read the petition and support it as written	Amber Honkomp	Dyersville Iowa	yes	ahonkomp17@yahoo.com	Resident, parent/guardian
6/11/2026 12:26:20	I have read the petition and support it as written	Eric Gleason	Dyersville	yes		Resident, parent/guardian
6/11/2026 12:26:33	I have read the petition and support it as written	Rachel Jurgens	Hopkinton	no		community supporter
6/11/2026 12:32:58	I have read the petition and support it as written	Kristina Snyder	Dyersville	no		Resident, community supporter
6/11/2026 12:34:46	I have read the petition and support it as written	Colten Wessels	Dyersville	no	Coltenjw@gmail.com	Resident
6/11/2026 12:37:19	I have read the petition and support it as written	Robbie Thier	Dyersville	no		Resident
6/11/2026 12:38:38	I have read the petition and support it as written	Autumn Hendricks	Dyersville	no	aoberfoell19@gmail.com	Resident, community supporter
6/11/2026 12:42:05	I have read the petition and support it as written	Lindsey Wessels	Dyersville	no		Resident
6/11/2026 12:45:01	I have read the petition and support it as written	Amy Specht	Dyersville	yes	Zewenamy@gmail.com	Resident, parent/guardian
6/11/2026 12:47:09	I have read the petition and support it as written	Ann Huberty	Dyersville	no		Resident
6/11/2026 12:48:43	I have read the petition and support it as written	A Maers	Dyersville	no	111amaers5@gmail.com by in	Resident
6/11/2026 12:53:09	I have read the petition and support it as written	Paige Schindler	Dyersville	no		Resident
6/11/2026 12:53:30	I have read the petition and support it as written	Brock Schindler	Dyersvillen	no		Resident
6/11/2026 12:54:04	I have read the petition and support it as written	Jamie Ingle	New Vienna	no	Sealeyreid3@gmail.com	community supporter
6/11/2026 12:55:57	I have read the petition and support it as written	Nicole Link	Dyersville	no	Linked4life2002@gmail.com	Resident
6/11/2026 13:01:54	I have read the petition and support it as written	Baylee	Dyersville	yes		Resident, parent/guardian
6/11/2026 13:02:09	I have read the petition and support it as written	Emily Schlender	Dyersville	no		Resident, community supporter
6/11/2026 13:04:27	I have read the petition and support it as written	Sydnee Peterson	Dubuque	no	Sydnee3@yahoo.com	community supporter
6/11/2026 13:08:50	I have read the petition and support it as written	Autumn Lane	Dyersville	yes	Ahalweg4@gmail.com	Resident, parent/guardian
6/11/2026 13:10:31	I have read the petition and support it as written	Nicole Draus	Farley	no		community supporter
6/11/2026 13:16:43	I have read the petition and support it as written	Alex Sellner	Dyersville	yes	sellnera31@gmail.com	Resident, parent/guardian
6/11/2026 13:16:50	I have read the petition and support it as written	Shelli Wilson	Dyersville	yes		Resident, parent/guardian
6/11/2026 13:27:19	I have read the petition and support it as written	Lindsay Arensdorf	Dubuque	no	Cmaarensdla87@gmail.com	community supporter
6/11/2026 13:31:23	I have read the petition and support it as written	Lauren Rahe	Dyersville	yes	Laurenrahe@gmail.com	Resident, parent/guardian
6/11/2026 13:39:52	I have read the petition and support it as written	Alyssa coopman	Dyersville	yes	Alysacoopman1991@gmail.com	Resident, parent/guardian
6/11/2026 13:50:34	I have read the petition and support it as written	Joe Thein	Epworth	no	theinjoe@gmail.com	Resident
6/11/2026 13:57:42	I have read the petition and support it as written	Morgan feldmann	Worthington	yes	Wessels92@hotmail.com	Resident, parent/guardian
6/11/2026 13:58:43	I have read the petition and support it as written	Adam Coopman	Dyersville	yes	adamrcoopman@gmail.com	Resident, parent/guardian
6/11/2026 14:02:09	I have read the petition and support it as written	Leah Krogman	Dyersville	yes		Resident, parent/guardian
6/11/2026 14:09:24	I have read the petition and support it as written	Ashley Holz	Yes	yes	Ashmc31@gmail.com	Resident, parent/guardian
6/11/2026 14:09:39	I have read the petition and support it as written	Sarah Bell	Farley	yes		parent/guardian of a youth
6/11/2026 14:15:43	I have read the petition and support it as written	Erin Engler	Dyersville	yes	erbear1984@gmail.com	Resident, parent/guardian
6/11/2026 14:20:03	I have read the petition and support it as written	Adam Bartels	Dyersville	yes	Abartels1@yahoo.com	Resident, parent/guardian
6/11/2026 14:24:43	I have read the petition and support it as written	Angela Ries	Dyersville	yes	Angelaries2181@yahoo.com	Resident, parent/guardian
6/11/2026 14:26:25	I have read the petition and support it as written	Ben loeffelholz	Dyersville	yes	14bloeffelholz@gmail.com	Resident, parent/guardian
6/11/2026 14:31:55	I have read the petition and support it as written	Abby regan	Dyersville	yes		Resident, parent/guardian
6/11/2026 14:46:00	I have read the petition and support it as written	Danielle Temperly	Dyersville	yes	Danielle.sporer@gmail.com	Resident
6/11/2026 14:49:56	I have read the petition and support it as written	Kathy	Epworth	no		community supporter
6/11/2026 14:51:18	I have read the petition and support it as written	Jason Frommelt	Farley	no	Frommeltj84@gmail.com	parent/guardian of a youth
6/11/2026 14:51:40	I have read the petition and support it as written	Stephanie Knapp	Peosta	yes	Stephbeitz@live.com	parent/guardian of a youth
6/11/2026 14:53:09	I have read the petition and support it as written	Tanya Deutmeyer	Dyersville	yes	tanya.sis@hotmail.com	Resident, parent/guardian
6/11/2026 14:54:35	I have read the petition and support it as written	Lauren Hosch	Dyersville	yes	lchosch@gmail.com	Resident, parent/guardian
6/11/2026 15:15:10	I have read the petition and support it as written	Mckenzie Rankin	Rickardsville	yes	Mckenzie.rankin@gmail.com	parent/guardian of a youth
6/11/2026 15:20:35	I have read the petition and support it as written	Holly Offerman	Epworth	no		community supporter
6/11/2026 15:29:29	I have read the petition and support it as written	Patrick White	Hopkinton	yes	Pcwhite3138@gmail.com	parent/guardian of a youth
6/11/2026 15:44:08	I have read the petition and support it as written	Jason Wessel	Greeley	yes	Jsnwessel@yahoo.com	parent/guardian of a youth
6/11/2026 16:15:58	I have read the petition and support it as written	Kali Glew	Dyersville	no	kali.kramer13@gmail.com	Resident
6/11/2026 16:16:36	I have read the petition and support it as written	Jason Glew	Dyersville	no	Jasonglew8@gmail.com	Resident

Timestamp	I have read the petition and support it as written	First and Last Name	City of Residence	Do you have an athlete that participates in the Dyer	Email Address (optional but helpful for validation)	I am a
6/11/2026 16:20:34	I have read the petition and support it as written	Becky Schwendinger	Dyersville	no	cbschwendinger@iowatelecom.net	Resident, community sup
6/11/2026 16:21:42	I have read the petition and support it as written	Russell Pirc	Dyersville	yes		Resident, parent/guardia
6/11/2026 16:23:57	I have read the petition and support it as written	Jeff Harry	Dyersville iowa	yes		Resident, parent/guardia
6/11/2026 16:26:51	I have read the petition and support it as written	Caitlin Recker	Dyersville	no	demmerc@gmail.com	community supporter
6/11/2026 16:40:39	I have read the petition and support it as written	Becky Coyle	Dyersville	yes	bsunshine2003@yahoo.com	Resident, parent/guardia
6/11/2026 16:41:19	I have read the petition and support it as written	Jason Lang	Dyersville	no		Resident, community sup
6/11/2026 16:43:46	I have read the petition and support it as written	Angela Morgan	Dyersville Iowa	yes	professorswifey16@gmail.com	Resident, parent/guardia
6/11/2026 16:43:48	I have read the petition and support it as written	Jamie Coyle	Dyersville	yes	Jcoyle5291@gmail.com	Resident, parent/guardia
6/11/2026 16:47:18	I have read the petition and support it as written	Ashley Oberbroeckling	Dyersville	yes	astulken@gmail.com	Resident, parent/guardia
6/11/2026 16:47:28	I have read the petition and support it as written	Rachel McCoy	Dyersville	no	rachel.d.mccoy@gmail.com	Resident
6/11/2026 16:49:23	I have read the petition and support it as written	Anna McLaughlin	Peosta	no		community supporter
6/11/2026 16:49:47	I have read the petition and support it as written	Austin Curl	Dyersville	no		community supporter
6/11/2026 16:50:19	I have read the petition and support it as written	Ruth Ungs	Dyersville	yes	ruthjacque@yahoo.com	Resident, community sup
6/11/2026 16:51:07	I have read the petition and support it as written	Donnie Ungs	Dyersville	yes	Donnieungs@yahoo.com	Resident, parent/guardia
6/11/2026 16:55:50	I have read the petition and support it as written	Amber Ernzen	Dyersville	yes	amberernzen@gmail.com	Resident, parent/guardia
6/11/2026 16:58:11	I have read the petition and support it as written	Megan Vorwald	Worthington	yes	megvorwald@vorwaldfarms.com	parent/guardian of a you
6/11/2026 17:01:54	I have read the petition and support it as written	Nikki Vondra	Dyersville	yes	nikkihfele@gmail.com	Resident
6/11/2026 17:02:04	I have read the petition and support it as written	Megan Meyer	Dyersville	yes		Resident, parent/guardia
6/11/2026 17:02:40	I have read the petition and support it as written	Kyla Mundschenk	Dyersville	yes	Kylamundschenk13@yahoo.com	Resident, parent/guardia
6/11/2026 17:02:49	I have read the petition and support it as written	Benjamin Meyer	Dyersville	yes		Resident, parent/guardia
6/11/2026 17:03:47	I have read the petition and support it as written	Jennifer DeShaw	Hopkinton	yes	jdeshaw@stuppy.com	parent/guardian of a you
6/11/2026 17:05:29	I have read the petition and support it as written	Alycia Willenbring	Dyersville	yes	alyciarecker@gmail.com	Resident
6/11/2026 17:05:39	I have read the petition and support it as written	Dawn Daker	Dyersville	yes	dmw928@gmail.com	Resident, parent/guardia
6/11/2026 17:06:49	I have read the petition and support it as written	Kayla Burkle	Dyersville	yes	Kaylarburkle@gmail.com	Resident, parent/guardia
6/11/2026 17:08:13	I have read the petition and support it as written	Jason brimeyer	Epworth	yes		parent/guardian of a you
6/11/2026 17:14:54	I have read the petition and support it as written	Allyson Avenarius	Dyersville	yes	Allysonavenarius@gmail.com	Resident, parent/guardia
6/11/2026 17:17:18	I have read the petition and support it as written	Alicia Pfab	Dyersville	yes		Resident, parent/guardia
6/11/2026 17:37:09	I have read the petition and support it as written	Joey lehmann	Asbury	no		community supporter
6/11/2026 17:39:16	I have read the petition and support it as written	Ashley Schmitt	Dyersville	yes	schmittashleyr@gmail.com	Resident, parent/guardia
6/11/2026 17:49:13	I have read the petition and support it as written	Jessica Basse	Epworth	no	Jessicadurkin5@gmail.com	parent/guardian of a you
6/11/2026 17:53:34	I have read the petition and support it as written	Lynne Willenborg	Dyersville	yes		Resident, parent/guardia
6/11/2026 17:53:41	I have read the petition and support it as written	Julie Gansen	Worthington	yes	juliegansen@yahoo.com	parent/guardian of a you
6/11/2026 17:57:13	I have read the petition and support it as written	Sarah Deutmeyer	Dyersville	yes	Sdeutmeyer1@gmail.com	Resident, parent/guardia
6/11/2026 17:59:15	I have read the petition and support it as written	Dallas Harry	Dyersville	yes	Dallasharry@icloud.com	Resident, parent/guardia
6/11/2026 17:59:22	I have read the petition and support it as written	Rachael Feldmann	Dyersville	no	Ostwinkler23@gmail.com	Resident
6/11/2026 18:07:16	I have read the petition and support it as written	Adam McCarthy	Dyersville	yes	Batdub1984@gmail.com	Resident, parent/guardia
6/11/2026 18:10:43	I have read the petition and support it as written	Michael Jasper	Dyersville	yes	mjasper2289@gmail.com	Resident, parent/guardia
6/11/2026 18:14:21	I have read the petition and support it as written	Josh Simon	Dyersville	yes	joshsimon08@gmail.com	parent/guardian of a you
6/11/2026 18:29:36	I have read the petition and support it as written	Samantha Pierce Johnson	Peosta	yes		parent/guardian of a you
6/11/2026 18:30:47	I have read the petition and support it as written	Beth Vorwald	New vienna	no		community supporter
6/11/2026 18:48:46	I have read the petition and support it as written	Denise Cavanaugh	Dubuque	yes		community supporter
6/11/2026 18:51:26	I have read the petition and support it as written	Jacqueline Meyers-Sellner	Dyersville	yes	sellnerjam@gmail.com	Resident, parent/guardia
6/11/2026 18:52:14	I have read the petition and support it as written	Adam Krogman	Dyersville	yes		Resident, parent/guardia
6/11/2026 18:58:45	I have read the petition and support it as written	Courtney Hoeffler	New Vienna	no	Courtneynelson019@gmail.com	community supporter
6/11/2026 19:14:01	I have read the petition and support it as written	Kayli tegeler	Dyersville	yes		Resident, community sup
6/11/2026 19:24:41	I have read the petition and support it as written	Shawn Wilfong	Dyersville	yes	shawn.wilfong@outlook.com	Resident, parent/guardia
6/11/2026 19:34:51	I have read the petition and support it as written	Bobby Jo Odell	Dyersville	no	Ojabob1686@aol.com	Resident, parent/guardia
6/11/2026 20:01:39	I have read the petition and support it as written	Carly Thein	Dyersville	yes	knutsonc88@gmail.com	Resident, parent/guardia
6/11/2026 21:00:22	I have read the petition and support it as written	Jenna Maiers	Farley	no		community supporter
6/11/2026 21:06:10	I have read the petition and support it as written	Cole Burger	Dyersville	no	Coleburger1155@icloud.com	Resident
6/11/2026 21:29:22	I have read the petition and support it as written	Lorna Marburger	Dubuque	no		community supporter
6/11/2026 21:36:22	I have read the petition and support it as written	Lori Kloser	Dyersville	no		Resident, parent/guardia
6/11/2026 22:06:53	I have read the petition and support it as written	Thomas Ehrlich	Dyersville	yes		Resident, parent/guardia
6/11/2026 22:09:15	I have read the petition and support it as written	Ashley Ehrlich	Dyersville	yes		Resident, parent/guardia
6/11/2026 22:12:58	I have read the petition and support it as written	Michelle Manternach	Cascade	yes	michellemanternach@gmail.com	parent/guardian of a you
6/11/2026 22:15:42	I have read the petition and support it as written	Hayley Merkes	Yes	no		Resident
6/11/2026 22:25:35	I have read the petition and support it as written	Britney Haar	Dyersville	no		Resident
6/12/2026 0:37:00	I have read the petition and support it as written	Aleasha Cherryholmes	Dyersville	yes		Resident, parent/guardia
6/12/2026 1:21:42	I have read the petition and support it as written	Dajja Carlson	Dyersville	yes	dajjacarlson@icloud.com	Resident, parent/guardia
6/12/2026 6:23:01	I have read the petition and support it as written	Debra Osterhaus	Petersburg/Dyersvild	yes	osterhausd57@gmail.com	community supporter
6/12/2026 6:50:31	I have read the petition and support it as written	Amanda Rankins	Dyersville	yes	conrad.amanda08@gmail.com	Resident, parent/guardia
6/12/2026 6:51:04	I have read the petition and support it as written	John Rankins	Dyersville	yes	Jrrprop@gmail.com	Resident, parent/guardia
6/12/2026 6:54:42	I have read the petition and support it as written	SMerkes	Worthington	no	Mdunne_78@yahoo.com	community supporter
6/12/2026 7:11:21	I have read the petition and support it as written	MARCUS Helle	Dyersville	yes		Resident
6/12/2026 7:22:36	I have read the petition and support it as written	Elizabeth Hasley	Dyersville	no	Bhasley61@gmail.com	Resident, community sup
6/12/2026 7:39:31	I have read the petition and support it as written	Steve Hoeger	Farley	yes	Snfarmfarms@yousq.net	Resident, parent/guardia

Timestamp	I have read the petition and support it as written	First and Last Name	City of Residence	Do you have an athlete that participates in the Dyer	Email Address (optional but helpful for validation)	I am a
6/12/2026 8:09:47	I have read the petition and support it as written	Kelsey Hosch	Dyersville	no	klansing799@gmail.com	Resident
6/12/2026 8:10:30	I have read the petition and support it as written	Jared Hosch	Dyersville	no	Jaredhosch5@gmail.com	Resident
6/12/2026 8:23:27	I have read the petition and support it as written	Casey Riesberg	Dyersville	yes		Resident, parent/guardian
6/12/2026 8:32:18	I have read the petition and support it as written	Alice Wilfong	Dyersville	yes	alice.wilfong@hotmail.com	Resident, parent/guardian
6/12/2026 8:36:30	I have read the petition and support it as written	Christina Ludwig	Dyersville	no	clammers12@gmail.com	Resident, community supporter
6/12/2026 8:37:01	I have read the petition and support it as written	Beth Gudenkauf	Dyersville	yes	beth.gudy@gmail.com	Resident, parent/guardian
6/12/2026 10:05:13	I have read the petition and support it as written	April lichty	Peosta	no		parent/guardian of a youth
6/12/2026 10:44:17	I have read the petition and support it as written	KOELKER	DYERSVILLE	yes		Resident, community supporter
6/12/2026 10:44:41	I have read the petition and support it as written	KRIS WILSON	DELHI	yes		community supporter
6/12/2026 12:22:07	I have read the petition and support it as written	Brooke Ameskamp	Dyersville	no		Resident
6/12/2026 12:36:41	I have read the petition and support it as written	Stephanie and Jason West	Greeley	yes	stefbiver3@yahoo.com	parent/guardian of a youth
6/12/2026 13:49:40	I have read the petition and support it as written	Amanda Fritz-Austin	Dyersville	yes	alfritz95@gmail.com	Resident
6/12/2026 15:42:20	I have read the petition and support it as written	Michaela Wainwright	Farley	no		community supporter
6/12/2026 16:08:17	I have read the petition and support it as written	Makayla Kraus	Dyersville	no		Resident, community supporter
6/12/2026 16:36:26	I have read the petition and support it as written	Carinda Lee	Greeley	yes	Babicc1992@gmail.com	parent/guardian of a youth
6/12/2026 18:15:57	I have read the petition and support it as written	Colleen Lawler	Peosta	yes	ironrosetrieviers@gmail.com	community supporter
6/12/2026 19:19:13	I have read the petition and support it as written	Kelsey	Manchester	no		community supporter
6/12/2026 20:02:29	I have read the petition and support it as written	Kelsey Lyon	Dyersville	no	kraelyon@gmail.com	Resident, community supporter
6/13/2026 7:17:32	I have read the petition and support it as written	Justin Wedewer	New Vienna	yes	justinw04@gmail.com	parent/guardian of a youth
6/13/2026 10:06:49	I have read the petition and support it as written	Katie Bockenstedt	Dyersville	yes	ReuterK23@hotmail.com	Resident, parent/guardian
6/13/2026 20:49:52	I have read the petition and support it as written	Bryce Jaeger	Dyersville	no		Resident
6/13/2026 22:03:59	I have read the petition and support it as written	Lindsay Wedewer	New Vienna	yes	lindsaygassmann33@gmail.com	parent/guardian of a youth
6/14/2026 16:27:59	I have read the petition and support it as written	Benjamin Samek	Dyersville	no	Bdsamek@gmail.com	Resident
6/14/2026 16:29:29	I have read the petition and support it as written	Tim Deutmeyer	DYERSVILLE	yes	Timdeutmeyer@gmail.com	Resident, parent/guardian
6/14/2026 16:30:56	I have read the petition and support it as written	Dave Naber	Dyersville	yes		Resident
6/14/2026 16:31:11	I have read the petition and support it as written	James Wessels	Dyersville	no	James_wessels@hotmail.com	Resident, community supporter
6/14/2026 16:31:25	I have read the petition and support it as written	Zach Prier	Dyersville	no		Resident, coach/volunteer
6/14/2026 16:31:27	I have read the petition and support it as written	Zach Prier	Dyersville	no		Resident, coach/volunteer
6/14/2026 16:32:25	I have read the petition and support it as written	Alisha Kelly	Dyersville	no		Resident
6/14/2026 18:21:06	I have read the petition and support it as written	Kade Knepper	Dyersville	yes	knepperkade@gmail.com	Resident, parent/guardian
6/14/2026 18:26:07	I have read the petition and support it as written	Bill Becker	Grimes	no		community supporter
6/14/2026 18:38:17	I have read the petition and support it as written	Valerie Knepper	Dyersville	yes		Resident, parent/guardian
6/15/2026 6:03:16	I have read the petition and support it as written	Max Nank	Dyersville	yes	Mgnank40@yahoo.com	Resident, parent/guardian
6/15/2026 16:35:12	I have read the petition and support it as written	John Lemke	Peosta	no	Johnnylemke7114@gmail.com	community supporter
6/16/2026 9:16:05	I have read the petition and support it as written	James Even	Dyersville	no		Resident, parent/guardian
6/16/2026 9:17:29	I have read the petition and support it as written	Justin kirsch	Yes	yes		Resident, parent/guardian
6/16/2026 9:28:30	I have read the petition and support it as written	Megan Hancock	Farley	no		community supporter
6/16/2026 9:46:59	I have read the petition and support it as written	Addison Luensmann	Worthington	yes		parent/guardian of a youth
6/16/2026 9:55:10	I have read the petition and support it as written	Heather Beeh	Dyersville	yes	Heather.beeh@gmail.com	Resident, parent/guardian
6/16/2026 9:55:44	I have read the petition and support it as written	Justin Beeh	Dyersville	yes	Jlbeeh@gmail.com	Resident, parent/guardian
6/16/2026 10:16:35	I have read the petition and support it as written	Ashley Wilson	Dyersville	yes		parent/guardian of a youth
6/16/2026 10:35:00	I have read the petition and support it as written	Kristy Fleming	Dyersville	yes		Resident, parent/guardian
6/16/2026 11:37:47	I have read the petition and support it as written	Steve Nachtman	Dyersville	yes	Knock_man3@msn.com	Resident
6/16/2026 13:59:36	I have read the petition and support it as written	Tonya Reicher	Dyersville	yes	Ttomale@gmail.com	Resident, parent/guardian
6/16/2026 18:20:42	I have read the petition and support it as written	Sage Maiers	Strawberry Point	no	Sagemaiers@gmail.com	community supporter
6/16/2026 18:46:24	I have read the petition and support it as written	Michael Conrad	Dyersville	yes	Conmic12876@gmail.com	Resident, parent/guardian
6/16/2026 22:11:08	I have read the petition and support it as written	Sarah Fogel	Dubuque	no		community supporter
6/16/2026 22:46:48	I have read the petition and support it as written	Ashley Priem	Dyersville	yes	Agreenlee4@yahoo.com	Resident, parent/guardian
6/17/2026 1:23:59	I have read the petition and support it as written	Kristine Ingraham-Clark	Dyersville	no	crik24@aol.com	Resident
6/17/2026 6:57:12	I have read the petition and support it as written	Joseph	Rural dyersville area	yes		parent/guardian of a youth
6/17/2026 11:59:56	I have read the petition and support it as written	Allie Coyle	Dyersville	yes		Resident
6/17/2026 15:01:18	I have read the petition and support it as written	Lucas Laudenbach	Dyersville	yes		Resident, parent/guardian
6/18/2026 14:38:03	I have read the petition and support it as written	Emily Schemmel	Cascade	no	emilygoedken@gmail.com	community supporter
6/18/2026 15:11:36	I have read the petition and support it as written	Katelyne Kramer	Farley	no		parent/guardian of a youth
6/18/2026 15:53:58	I have read the petition and support it as written	Kelley Knockel	COLESBURG, IOWA	no	kelley.knockel@gmail.com	parent/guardian of a youth
6/18/2026 16:30:07	I have read the petition and support it as written	Genevieve White	Greeley	no		community supporter
6/18/2026 19:50:21	I have read the petition and support it as written	Alesha Tekippe	Epworth	no		community supporter
6/18/2026 20:40:58	I have read the petition and support it as written	Jacklyn Kutsch	Durango	yes	jchnk13@aol.com	parent/guardian of a youth
6/22/2026 14:19:57	I have read the petition and support it as written	Tonia O'Neill	Dyersville	no	Tonia3p@yahoo.com	Resident

Petition to Prioritize Dyersville Youth Athletes and Protect Local Field Access

By completing this form, I am adding my signature in support of this petition.

* Indicates required question

1. *Mark only one oval.*

☐ Option 1

2. *Mark only one oval.*

☐ Option 1

To the Field of Dreams Tournament Organizers, the Dyersville City Council, and the Dyersville Parks and Recreation Department:

We, the undersigned parents, families, coaches, taxpayers, and community members of Dyersville, respectfully request changes to field scheduling and tournament policies to ensure all local youth baseball, softball, and T-ball programs and the Dyersville area citizens who participate in them remain the top priority when using city-owned, public athletic facilities in and across town.

Dyersville families and local residents contribute substantially to the maintenance and operation of these fields through local taxes, volunteer efforts, and program registration fees. While we recognize the value that tournaments bring to the community, local children should not lose access to their scheduled games and/or practices because of tournament scheduling conflicts, rain delays, or event management decisions. Families of Dyersville should not be experiencing repeated distress related to their public parks and city facilities, and uncertain schedule changes related to these issues.

Recently, local T-ball players as young as four and five years old were removed from a scheduled ball field due to tournament-related scheduling issues and forced to relocate to a soccer field. Many of these children were left confused and upset after looking forward to playing on a real baseball field in their hometown. For many T-ball participants, there are only a limited number of games each season, making every scheduled game especially important.

We respectfully request that the following measures be adopted:

1. **1. Local youth programs receive scheduling priority** on city-owned athletic fields over tournament activities whenever conflicts arise.
2. **2. Scheduled local youth games and practices shall not be displaced** due to tournament rain delays, scheduling errors, or tournament overruns.
3. **3. Tournament rain delay policies be modified** so that, whenever reasonably possible, tournament play is paused at 4:30 PM and resumed after 8:00 PM to allow scheduled Dyersville youth games to proceed as planned.
4. **4. Friday evenings remain dedicated T-ball nights**, ensuring our youngest players have a consistent opportunity to play without conflicts from tournament activities or other league schedules.
5. **5. Greater transparency be provided regarding field usage, scheduling decisions, revenues, maintenance costs, and agreements involving tournament operations and city-owned facilities.**
6. **6. Future field-use agreements prioritize the interests of Dyersville residents and local youth athletes**, recognizing that these facilities exist first and foremost to serve the community that supports them.

We believe there is a reasonable balance that can be achieved between hosting visiting tournament teams and preserving opportunities for the local children who call Dyersville home. Supporting youth recreation is an investment in our community, and local families should not be asked to give up their limited playing opportunities to accommodate tournament scheduling issues.

Our children deserve the opportunity to play on the fields their families help support. We respectfully ask tournament organizers, the Dyersville City Council, and the Parks and Recreation Department to work together to ensure that local youth athletes remain a priority.

Thank you for your consideration and for your continued support of youth baseball and softball in Dyersville.

Sincerely,

The Parents, Families, Coaches, Taxpayers, and Supporters of Dyersville Youth Athletics

3. I have read the petition and support it as written *

Check all that apply.

☐ I have read the petition and support it as written

4. First and Last Name *

5. City of Residence *

6. Do you have an athlete that participates in the Dyersville Park and Rec?

Mark only one oval.

☐ yes

☐ no

7. I am a

Check all that apply.

☐ Resident

☐ parent/guardian of a youth athlete

☐ coach/volunteer

☐ community supporter

8. Email Address (optional but helpful for validation)

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Google Forms



City of Dyersville
City Administrator's Office

June 22, 2026

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

RE: Youth T-Ball Field Use — Findings and Plan for 2027

Dear Honorable Mayor Jacque and Council Members:

You recently received a petition about youth access to our athletic fields. I investigated the concerns it raises, met with the family who brought it forward, and reviewed our field scheduling and the events of June 12. This letter provides the Council with a full account of what happened and the steps the City is taking. I want to begin by thanking the family and the parents who brought these concerns forward. The City's 2026 season is now complete, so our focus is on how to resolve this for the future. To explain how the situation arose and how the City intends to do that, it helps to start with how our ballfields are scheduled.

The City's ballfields are governed by our Baseball/Softball Facilities Use and Rental Policy, adopted by Resolution No. 31-19 on April 15, 2019. That policy reserves the fields for City recreation activities Monday through Thursday and makes them available for rental Friday through Sunday. It also establishes a priority order when more than one group seeks the same field: City recreation activities, including our T-ball program, have a higher priority than paid rentals such as tournaments. The key point, however, is that this priority protects an activity only when it has an actual, scheduled reservation.

This balance is deliberate. The policy keeps our fields available for City youth and recreation programs during the week, while weekend rentals bring visitors to Dyersville, support our downtown businesses, and strengthen the community. The City and the Field of Dreams Movie Site are partners in that effort, working toward the same goal, and the 2027 adjustment is intended to serve that shared purpose by improving the program for everyone who uses these fields.

For many years, T-ball has been played on Friday evenings. This practice began around 2014 when T-ball was moved from Saturday to Friday. The City has no record that this was formally

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563.875.7724 | mmichel@cityofdiersville.com
www.cityofdiersville.com



adopted by the Park and Recreation Committee or the City Council. For most of that time, it caused no difficulty because the games finished early and the fields were cleared before tournament play began. However, leaving Friday T-ball as an informal practice contributed to this conflict.

Two developments have made that informal arrangement harder to sustain. Our T-ball program has grown, and for the safety of the children, we divided it by age group beginning in 2024. More players and more games on Friday evenings, overlapping with rented tournament time, have left little room for error when weather or schedules shift. Park and Recreation Manager Adam Huehnergath recognized this challenge. Earlier in the season, Huehnergath reviewed the calendar, identified the Fridays most likely to cause conflicts, adjusted where possible, and communicated those adjustments to the Park and Recreation Committee. Friday scheduling pressure was also discussed at the March Park and Recreation Committee meeting, where the consensus was to keep Friday T-ball games and adjust as needed.

On the morning of Friday, June 12, 2026, a rain event delayed that day's tournament games and triggered a series of schedule changes. By midday, families were notified that T-ball games would move from the Westside Park ballfields to the Candy Cane Park ballfield. Later that afternoon, as the delay pushed the tournament's timeline further, games were reassigned to fields expected to open by early evening, leaving no ballfield available for T-ball at game time. At about 5:45 p.m., families were notified that the T-ball games would instead be played on the grass at Westside Park. Staff worked on a solution, including bringing tees and balls to the grass, but because the final change came so late, there was not enough time to set everything up properly before the games began. Equipment and bases were not yet in place when play started, and coaches stepped in to help their teams get organized. Unsurprisingly, the evening was confusing for some coaches and the families present. The youngest children were unsettled, and the games ran late, past many of the players' bedtimes. In the end, six of the seven scheduled games were played that night. The City apologizes to all families and participants for the disruption and confusion that evening.

On June 19, I met with the petition-signing family — Jordan and Carly Thein, joined by Angie White — along with Mayor Jacque and Park and Recreation Manager Huehnergath. The petition lists six requests, but our conversation focused on two key points: that Friday remain T-ball night and that our youngest players have a consistent, protected time to play that is not lost to a last-minute change. These are fair and reasonable requests, and I believe the City can meet them.

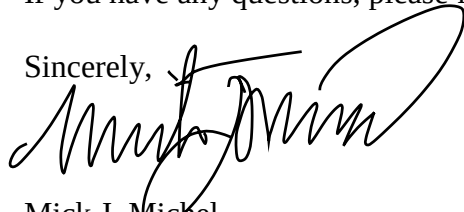
Beginning with the 2027 season, Staff will move Friday T-ball to Commercial Club Park and reserve those fields on Friday evenings from 5:00 p.m. to 8:00 p.m. for T-ball across the six Fridays of the season, May 7 through June 11. Commercial Club Park is a strong fit for several reasons. It is safer for small children because the fields are not immediately adjacent to a city street. It also keeps our visiting guests close to downtown, supports local businesses, and keeps tournament operations connected rather than spread across town. By formally reserving this T-ball time slot under our existing policy, T-ball will have a protected place on the Friday evening

schedule rather than relying on informal accommodations. This action is accomplished under the current policy and requires no changes. The City will include this protected Friday evening T-ball window in the Field of Dreams Movie Site rental agreement, thereby setting the arrangement by contract. As a result, even if a tournament's schedule is affected by weather or other factors, the reserved T-ball window will remain in place and will not be preempted by last-minute changes. We will keep the program divided by age group, as the location can accommodate the additional games.

As we plan for future seasons, our focus turns to applying what the evening of June 12 made clear. Staff will bring these lessons to the Park and Recreation Committee for its review, including how best to notify families when weather forces a schedule change and how to ensure equipment for our youngest players is pre-positioned at any alternate location where a game might be moved. I anticipate the Committee will work through these procedures well before the 2027 season, and if any further adjustments or formal actions become necessary to safeguard local recreation time, staff will bring them to the Council's attention. Staff will also communicate the protected T-ball schedule and contingency plans to our Field of Dreams tournament partners well in advance of next season.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Mick J. Michel', with a large, sweeping loop at the end.

Mick J. Michel
City Administrator

Shuttleworth & INGERSOLL[®]

ATTORNEYS AT LAW • ESTABLISHED 1854

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.

Phone: 319.365.9461

Fax: 319.365.8443

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Cedar Rapids Office

235 6th St. SE

Cedar Rapids IA 52401

Coralville Office

327 2nd St., Suite 300

Coralville, IA 52241

Waterloo Office

314 E. 4th St.

Waterloo, IA 50703

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/vacuum¹ 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.”²

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

¹ 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.

² 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.
 April 17, 2026
 Page 3

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 3rd 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
Page 4

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

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@uslbm.com

COPY

Item 16.

**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

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Waterloo, IA 50703

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.

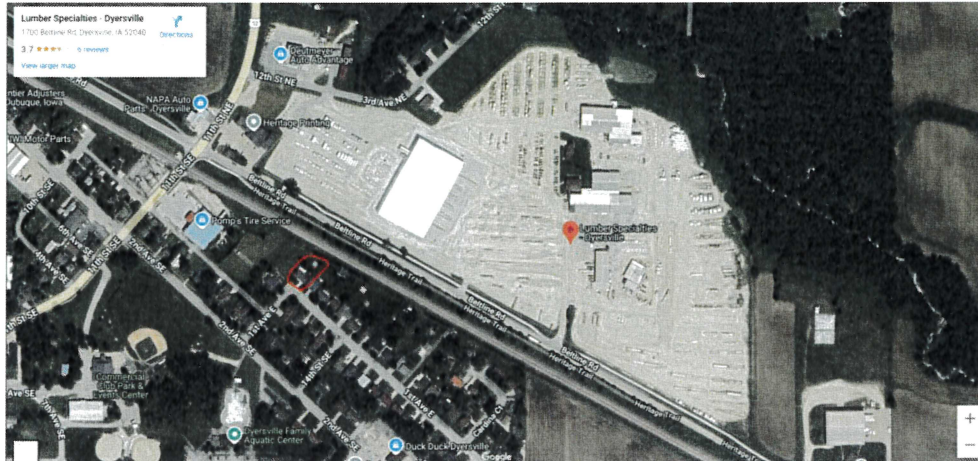
Although the noises are mostly absent between Friday at 6:00 p.m. to Sunday at 6:00 p.m., the lot lights are never off. The building lights blaze into Mona and Peter's backyard from dusk to dawn, and they shine into their windows. Not only can they not enjoy a morning cup of coffee or a summer evening 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.

Shuttleworth & Ingersoll, P.L.C.
 June 23, 2025
 Page 3

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

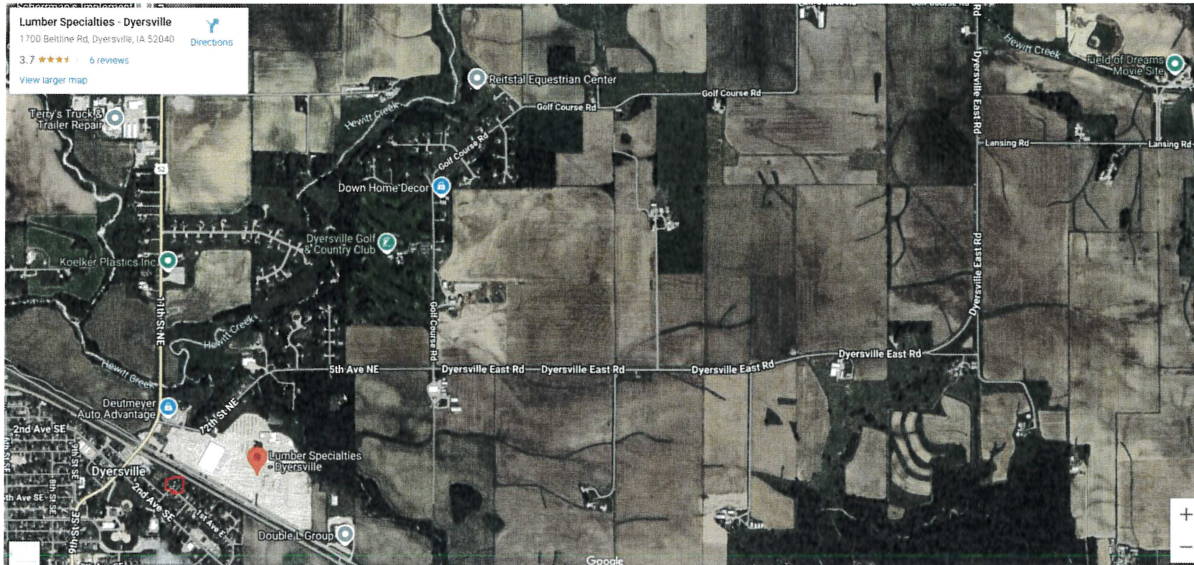


My clients have repeatedly called, emailed, and written letters to Lumber Specialties (including General Manager Robert Stewart), the City of Dyersville, and others asking for a reasonable remedy. They understand that they will have to live with some interference as long as they live in the Westermeyer 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
 Page 4

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
Page 5

Thank you for your time. I look forward to hearing from you by no later than July 7, 2025.

Sincerely,

A handwritten signature in blue ink that reads "Teresa B. Morio". The signature is written in a cursive, flowing style.

Teresa B. Morio
TBM@Shuttleworthlaw.com



City of Dyersville
City Administrator's Office

June 3, 2026

Teresa B. Morio
Shuttleworth & Ingersoll, P.L.C.
327 2nd Street, Suite 300
Coralville, IA 52241

RE: Nuisance – Lumber Specialties, 1700 Beltline Road NE, Dyersville, Iowa-Task 64152

Dear Ms. Morio,

The City has received your letter of April 17, 2026, regarding the Lumber Specialties facility at 1700 Beltline Road NE and the concerns of your clients, Mona Westermeyer and Peter Adams, of 1304 First Avenue East. The City takes its residents' concerns seriously, and I want to respond to the points in your letter directly.

The City has addressed these concerns with your clients before. On November 22, 2024, I responded by email to the lighting, noise, and tree concerns they raised through Councilmember Singsank, and I explained both the City's authority and the steps available within it. That review and response are documented in the City's records under Task 59232. This letter builds on that response.

I want to begin with one point, because it frames much of what follows. Your letter states that your clients purchased their home long before Lumber Specialties expanded, "per the allowance of the City." The City's role is narrower than that phrase suggests. The building your clients describe sits on Parcel No. 0732127006. That parcel has been zoned I-2 Industrial since the City adopted its original comprehensive zoning ordinance, Ordinance No. 285, on July 1, 1962, and it appears as I-2 on the original Zone District Map adopted with the 1961–1962 Comprehensive Plan. The parcel has carried that designation from the start. No rezoning request was presented to the City, and none was adopted.

In practice, that means the operations on Parcel No. 0732127006 are permitted in the I-2 district under Chapter 165 of the Dyersville Code of Ordinances, and Lumber Specialties may use the property for those purposes so long as it remains in compliance with the I-2 regulations, which it is. When Lumber Specialties applied to expand, the City reviewed the application under the zoning ordinance in effect at the time the building permit application was submitted and issued

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the permit in the ordinary course. The City did not grant a special favor. It applied its ordinances as written at that time. A city must allow a use permitted by the Code on land zoned for it.

I note this because your letter relies in part on restrictions adopted under Ordinance No. 649. Those restrictions attach to different parcels and apply at a different location, as the City explained in its April 8, 2026 correspondence with your office. I address that below.

Your letter describes the exchanges your clients have had with Lumber Specialties and its parent company, US LBM Holdings, LLC, beginning with your June 2025 demand letter and continuing through the company's responses in August and September 2025. You report that Lumber Specialties agreed to plant additional evergreen trees and stated that it made lighting and sound improvements, but declined to build a solid fence or to enclose the dust collector, and that your clients view those measures as inadequate.

This direct dialogue is the course the City recommended. In my November 22, 2024 response, I encouraged your clients to keep working with Mr. Stewart at Lumber Specialties on measures the company might take, and to seek legal advice on the matters that fall outside the City's authority. Your clients have done both, and Lumber Specialties has taken some voluntary steps. The City supports continued engagement between the parties.

I want to be clear about the limits of the City's role, as they bear on what the City can do in response to your letter. Tree screening beyond what the Code requires, fencing, enclosure, or sound-housing of private equipment, and changes to private lighting are measures your clients are seeking from Lumber Specialties in a private negotiation. The City is not a party to that negotiation, and it has no authority to require a private business to install a fence, build a sound barrier, or plant trees to resolve a private dispute. To the extent your letter contends that the I-2 buffering provisions of Chapter 165 independently require screening on this property, I address that below. Where the City does have direct authority, most notably over noise, it has used that authority and will continue to do so.

Your letter relies heavily on Ordinance No. 649 and its provision that the sound level "shall not exceed 55 decibels." That provision does not apply to the property at issue, and I want to be precise about why.

Ordinance No. 649, adopted March 17, 1997, rezoned two parcels: Parcel No. 0732127027, designated Parcel A and rezoned to I-2, and Parcel No. 0732127028, designated Parcel B and rezoned to R-2. The 55-deibel restriction in that ordinance is measured "at the interface between Parcel A (I-2) and Parcel B (R-2)." It is a condition that runs with those two parcels at their boundary.

The building your clients describe is not on either of those parcels. It is on Parcel No. 0732127006, which has been zoned I-2 Industrial since the City's original zoning ordinance, Ordinance No. 285, took effect on July 1, 1962. Parcel No. 0732127006 was never rezoned, was never the subject of Ordinance No. 649, and carries none of the conditions adopted in that ordinance. The 55-decibel figure has no application.

Your letter also notes this point. A footnote in your letter states that the 55-deibel provision applies to the interface between Parcels 0732127027 and 0732127028, “not Parcel 0732127006, which is nearest to the Westermeyer Family Home.” The City confirmed the same point in its April 8, 2026 correspondence with your office. Applying a 55-decibel limit where Parcel No. 0732127006 meets Beltline Road would mean enforcing a restriction against a parcel that was never made subject to it, and the City has no authority to do that.

The standard that governs noise at this property is the City’s noise-control ordinance, Chapter 44 of the Dyersville Code of Ordinances, which sets a maximum allowable level of 90 decibels measured at the industrial property line. The City enforces that standard using readings taken and witnessed by its own law enforcement officers. As I reported to your clients on November 22, 2024, the Police Chief took decibel readings from Beltline Road on November 18, 2024 and found an average of 79 decibels and a peak of 84 decibels, within the 90-decibel limit. Those readings were consistent with your clients’ own measurements of 72 to 75 decibels taken on November 10, 2024.

The Terracon report your letter cites is a private study commissioned by Lumber Specialties. It is not a measurement taken or witnessed by the City. Its equivalent sound level of 60 decibels at the monitor nearest your clients’ home is within the 90-decibel standard. Any brief maximum reading of the report notes for a single early-morning moment was not observed or verified by a City officer, and an unverified, momentary figure from a private monitor does not establish a violation of an ordinance that the City measures and enforces through its own officers under representative conditions.

I would also note that the means to have the City witness and document the noise your clients describe has been available throughout this period. The Dyersville Police Department’s call records for 1304 First Avenue East show no noise complaints from that address, and the most recent call for service of any kind from that address predates the facility’s expansion. The City cannot take readings its officers are not called to take, and its officers remain available to do so on request.

Your letter recounts your clients’ contacts beginning in 2022 and raises concern that Building Permit No. 22-2240 “was not properly noticed to the public.” I want to address that concern directly, because it is a matter of public record.

A building permit for a use that is permitted in the underlying zoning district is an administrative approval. It is not a rezoning, a variance, or a conditional use permit, and it does not carry the published notice and public hearing requirements. No rezoning, variance, or conditional use permit was required for this project because the use is permitted in the I-2 district on a parcel that has been zoned I-2 since 1962. There was no separate public-notice requirement for the permit that the City failed to meet.

Even so, this permit went through a more public process than an ordinary building permit, not less. I reviewed the application against Chapter 165 on June 17, 2022, confirmed that it met the Code's requirements, and forwarded it to the City Council rather than issuing it administratively because the project's value exceeded the threshold requiring Council action under the City’s permit procedures. That review is documented in the City’s records under Task 38778. The

permit was placed on the published agenda for the City Council's June 20, 2022, meeting, and the Council approved it at that meeting. That meeting was an open public meeting. Your letter notes that your clients first contacted Lumber Specialties in October 2022, after the Council had already acted in open session.

Your letter also states that "no action was taken" in response to your clients' contacts. The City's records show otherwise. When your clients raised their concerns through Councilmember Singsank in October 2024, the City investigated the matter, and I responded in writing on November 22, 2024, addressing the lighting, noise, and tree concerns within the City's authority. That investigation and response are documented under Task 59232.

Your letter notes that your clients' neighbors, Richard and Judy Boeckenstedt, have retained counsel and raised similar concerns with Lumber Specialties, and that the company has also declined their requests. The City is aware of the Boeckenstedts' concerns and has received correspondence from their counsel. The City will respond directly to that correspondence.

Your letter quotes the purpose language of the I-2 district, that the district is "designed to provide appropriate space and regulations to encourage good quality industrial development that is buffered from lower intensity uses when necessary," and that the City "includes buffering requirements to reduce incompatibility" with lower-intensity surrounding land uses, and argues that appropriate buffering has not occurred.

That language describes the purpose and intent of the I-2 district. It is not a self-executing command that places an affirmative buffering obligation on every property in the district, and the phrase "when necessary" is conditional rather than mandatory. The City applies its buffering and screening standards through the Code's review process when a project is approved. Where a use is permitted by right, and a project is reviewed and built in compliance with the Code in effect when the permit is issued, the City has no authority to return years later and impose new buffering requirements on an existing, conforming use.

It is also worth identifying the specific buffering your letter describes. The berm-and-evergreen screening your clients point to was adopted as a condition of Ordinance No. 649 and runs with Parcels 0732127027 and 0732127028, the parcels rezoned in 1997. It was never a condition on Parcel No. 0732127006, where the building at issue sits, because that parcel was never rezoned and was never made subject to Ordinance No. 649. The buffering obligation your letter invokes exists on other land, not on this parcel.

The premise that the facility sits immediately next to a lower-intensity residential use also does not match the ground. The Lumber Specialties property and your clients' property are more than 200 feet apart, and the land between them is not residential. It consists of the Beltline Road East right-of-way and the railroad right-of-way. Substantial separation already exists between the two uses, formed by two public corridors rather than a shared property line.

As for the truck and forklift traffic your letter describes, vehicle traffic on public streets and the use of the railway are not matters the City regulates through zoning buffers, and they do not establish a zoning violation by Lumber Specialties.

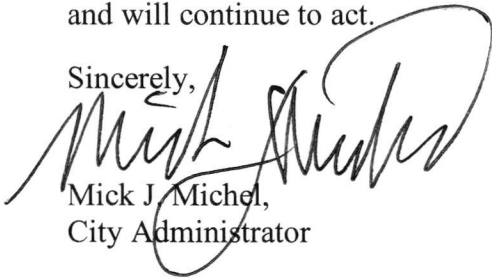
Your letter contends that Lumber Specialties represented its expansion as a “warehouse” but is instead operating like a manufacturing facility, and suggests that this difference matters. It does not produce a zoning violation. Both warehousing and manufacturing are industrial uses within the I-2 district, and the building permit issued for this project identified the use as industrial within that district. Whether the facility is described as a warehouse, a manufacturing operation, or both, it remains an industrial use on land zoned I-2, and it is permitted there. A distinction between those labels does not turn a permitted industrial use into a violation of the Code.

Your letter asks the City Council to address the matters you raise and suggests a public meeting, perhaps with a mediator. I want to respond clearly and respectfully.

This is an administrative matter, not a question of public policy. The City’s zoning ordinance is in place, the property is properly zoned, and the City is not considering a change to that ordinance at this time. The City investigated the concerns your clients raised and found Lumber Specialties to be in compliance with the regulations that apply to it. That remains the City’s position.

For that reason, the City does not see a need to mediate. It is not customary for the City to mediate a dispute between private property owners, and the concerns your clients seek to resolve through screening, fencing, equipment enclosure, and private lighting are matters between them and Lumber Specialties. To the extent your clients wish to pursue those remedies, they may do so through the channels your letter reserves. Within the authority the City does have, it has acted and will continue to act.

Sincerely,

A handwritten signature in black ink, appearing to read "Mick J. Michel", written over the typed name and title.

Mick J. Michel,
City Administrator



Simmons Perrine

ATTORNEYS & COUNSELORS

ATTORNEYS

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Writer's Direct Dial: (319) 896-4033

May 5, 2026

Jeff Jacque, Mayor
City of Dyersville
201 5th Avenue SE
Dyersville, IA 52040

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

Norm Pottebaum
Dyersville City Council, At Large
1184 Woodland Drive
Dyersville, IA 52040

Mike English
Dyersville City Council, At Large
922 8th Street SW
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Scott DeSousa
Dyersville City Council, Ward 1
804 6th Ave SW
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Dyersville City Council, Ward 2
542 Country Club Court
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Mike Oberbroeckling
Dyersville City Council, Ward 3
2015 Castle Hills Drive SE
Dyersville, IA 52040

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

Re: Nuisance at Lumber Specialties – Dyersville

Dear Mayor, Council Members, and Mr. Davis:

I represent Richard and Judy Boeckenstedt who live at 1146 3rd Avenue NE, Dyersville, Iowa. The Boeckenstedts' property is across the street from the Lumber Specialties manufacturing facility located at 1700 Beltline Road in Dyersville.

SIMMONS PERRINE PLC

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1150 Fifth Street, Suite 170, Coralville, Iowa 52241 | 319.354.1019 | Fax 319.354.1760

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Simmons Perrine PLC

Page 2 | May 5, 2026

I contacted Lumber Specialties on behalf of my clients in January 2026, regarding the Boeckenstedts' concerns regarding nuisances caused by operations at the Lumber Specialties' facility. I have had subsequent communications with Lumber Specialties regarding the issues that its facility is causing my clients. These nuisances include noise, dust, light, trash, and excessive water runoff onto the Boeckenstedts' property. The consequences of Lumber Specialties' actions at their facility interferes with the family's life, including their ability to use and enjoy their property.

I received a written reply from Lumber Specialties in February 2026, and have had ongoing dialogue with its in-house counsel. Lumber Specialties asserted it completed mitigation work to address the water runoff. I have provided Lumber Specialties with evidence of the impact on my clients' property, including video of the runoff onto my clients' property. I am awaiting another response from Lumber Specialties for further information on their plans to address the problems I conveyed to them in my January 5, and April 9, 2026 letters, which I've enclosed.

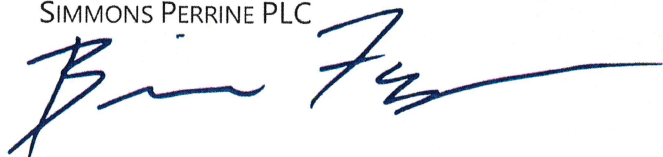
The Boeckenstedts continue to experience excessive water runoff onto their property causing damage to the landscaping and vegetation, and changes to the topography of their land. Lumber Specialties further claimed that although the noise, light, and dust were within acceptable levels, they had taken voluntary measures to reduce noise and light pollution. Despite these claims, the Boeckenstedts continue to experience intrusive noise and light emanating from the facility. Lumber Specialties further agreed to plant 6- to 10-foot evergreen trees. However, I do not have the specific details on their plans to do so yet. The vegetation put in previously is inadequate.

It is my understanding that the Boeckenstedts' neighbors, Mona Westermeyer and Peter Adams (1304 First Avenue East, Dyersville, Iowa), have expressed similar concerns to Lumber Specialties, and to the City. The operations at the Lumber Specialties' facility continues to cause disruption to the Boeckenstedts' use and enjoyment of their property and that of their neighbors.

Therefore, I am writing on behalf of the Boeckenstedts to request that the City take action to require Lumber Specialties to abate the nuisances caused by its facility. Please set up a meeting wherein all parties involved can discuss how to address the nuisances. Moreover, please consider additional conditions on the Lumber Specialties' property. Please note that my clients expressly reserve all rights and remedies at law or in equity.

Thank you for your time and attention to this matter. I look forward to hearing from the City on this important community issue.

Sincerely,
SIMMONS PERRINE PLC



Brian J. Fagan

Encl.



Simmons Perrine

ATTORNEYS & COUNSELORS

ATTORNEYS

J. Scott Bogguss
Roger W. Stone
Kevin J. Visser
Randal J. Scholer
William S. Vernon
Eric W. Lam
Matthew J. Brandes
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Christine L. Conover

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Amanda M. D'Amico
Jacob R. Koller
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Rae M. Kinkead
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Abram V. Carls^{1,3}
Alexandria M. Ransom
Todd W. Anderson
Jon M. McCright
Christopher J. Voci^{4,7}
Michael J. Neuerburg⁸
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David L. Wenzel
Madeline E. Hartley
Hayley M. Masching
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Robert S. Hatala
James M. Peters
Phillip D. Brooks

Writer's E-Mail: bfagan@sp.law
Writer's Direct Dial: (319) 896-4033

January 5, 2026

VIA E-MAIL (bstewart@lbrspec.com) and CERTIFIED MAIL

Lumber Specialties

Attn: Robert Stewart, General Manager

PO Box 38

1700 Beltline Road

Dyersville, IA 52040

VIA E-MAIL [REDACTED]

US LBM Holdings, LLC

Attn: Carin Brock, VP and Deputy General Counsel

Re: Nuisance at Lumber Specialties – Dyersville

Dear Mr. Stewart and Ms. Brock:

This firm represents Richard and Judy Boeckenstedt who reside at 1146 3rd Avenue NE in Dyersville, Iowa. The Boeckenstedts' property is across the street from the Lumber Specialties manufacturing facility. I am writing in an attempt to resolve issues relating to the nuisances caused by Lumber Specialties' facility.

The Lumber Specialties' facility emits noise, dust, light, and excessive water runoff onto the Boeckenstedts' property, which interferes with the family's life including their ability to use and enjoy their property. For example, the Boeckenstedts are unable to spend time outside of the home or have their windows open due to the machine noises, debris, dust, and bright lights emanating from the facility. The amount of water runoff from the site onto the Boeckenstedts' property is untenable and damaging the property and the vegetation.

The Boeckenstedt's demand that Lumber Specialties mitigate the nuisances caused by its facility including, but not limited to, planting trees along the edge of the property, closing doors, and turning off or dimming lights, or installing lighting that reduces the amount of light pollution

SIMMONS PERRINE PLC

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Also licensed to practice in: 1 Illinois 2 Wisconsin 3 Minnesota 4 Michigan 5 Nebraska 6 California 7 Pennsylvania 8 Texas 9 Arizona 10 Delaware

Simmons Perrine PLC

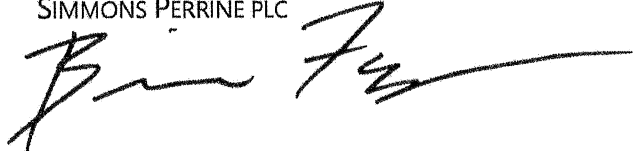
Page 2 | January 5, 2026

Lumber Specialties is causing. There also must be mitigation of the sound emitted from the equipment on the property. In addition, a water retention/detention strategy needs to be implemented to prevent the runoff of water and dirt onto the Boeckenstedts' property. These measures will allow the adjacent property owners, including the Boeckenstedts, to resume enjoyment of their property.

If Lumber Specialties is unwilling to take steps to mitigate the nuisance caused by its facility, the Boeckenstedts are prepared to file a lawsuit seeking all relief available under the law. Please contact me within 10 days of the date of this letter to discuss resolution of these issues. I appreciate your time and prompt attention to this matter.

Sincerely,

SIMMONS PERRINE PLC

A handwritten signature in black ink, appearing to read "Brian Fagan", written over the printed name.

Brian J. Fagan



Simmons Perrine

ATTORNEYS & COUNSELORS

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Writer's E-Mail: bfagan@sp.law

Writer's Direct Dial: (319) 896-4033

April 9, 2026

VIA E-MAIL [REDACTED]

US LBM Holdings, LLC

Attn: Carin Brock, VP and Deputy General Counsel

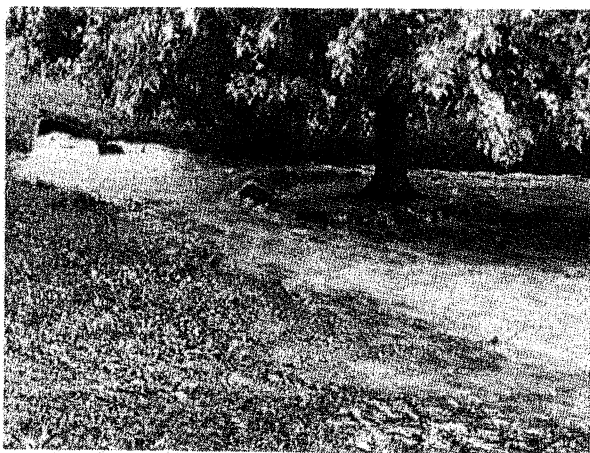
Re: Nuisance at Lumber Specialties – Dyersville

Richard and Judy Boeckenstedt, 1146 3rd Avenue NE, Dyersville, Iowa.

Dear Ms. Brock:

Thank you for your e-mail of February 26, 2026, regarding the Boeckenstedt's concerns regarding the nuisances caused by Lumber Specialties' facility. I have now had an opportunity to discuss your response with the Boeckenstedt's.

Regarding the water runoff on the Boeckenstedt's property, you indicated that mitigation work was completed routing water away from the culvert nearby. However, the water runoff continues to be an issue. The photograph below was taken after the alleged mitigation work was completed in late 2024. I am also enclosing a video showing the runoff.

**SIMMONS PERRINE PLC**

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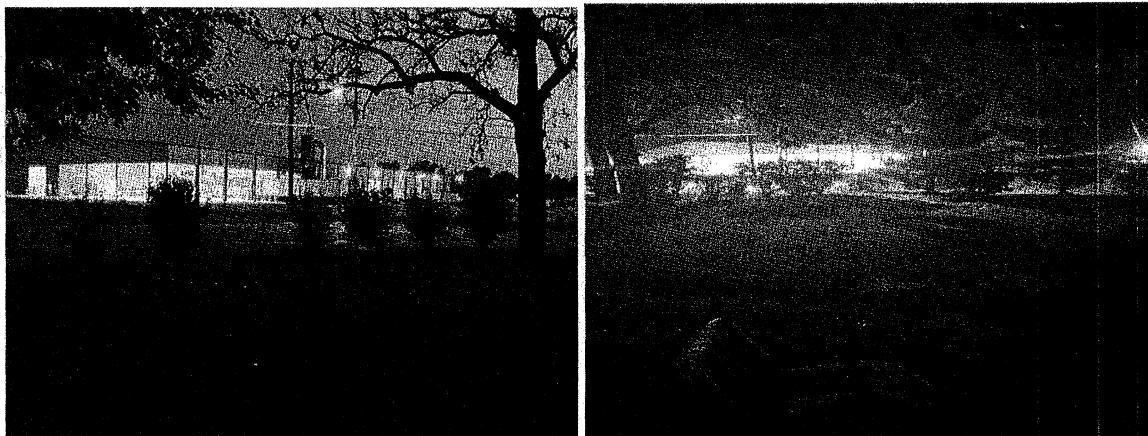
Simmons Perrine PLC

Page 2 | April 9, 2026

As you can see, the water runoff onto the Boeckenstedts' property is excessive. The runoff has caused damage to the Boeckenstedt's landscaping and vegetation and is changing the topography of their land. I have included other photographs showing the impact to the Boeckenstedts' property. Additional measures must be taken to prevent the continued water runoff of water onto the Boeckenstedt's property. Also, their land will need to be repaired because the runoff and lime from the lot have damaged and altered the natural condition of their property.

Additionally, the Boeckenstedt's frequently have trash from Lumber Specialties' facility blown onto their property. This is unacceptable and Lumber Specialties must take action to prevent its trash from encroaching and blowing on the Boeckenstedt's property.

With regard to Lumber Specialties' emission of noise, dust, and light from its facility, you have indicated that the emissions are within acceptable levels, but that Lumber Specialties has taken voluntary measures to reduce the emissions nonetheless. The noise and light emanating from the facility remain intrusive. The photographs below show the bright lights from the facility illuminating the Boeckenstedts' yard to a level near daylight. In addition, they cannot open their windows due to the dust coming off the property.



Clearly, any measures allegedly taken by Lumber Specialties have been insufficient to mitigate the noise and light to a level that would allow the Boeckenstedt's to enjoy their property. Additional steps must be taken to cure these nuisances. I look forward to receiving additional details from you regarding Lumber Specialties' plan to plant evergreen trees to add screening. In addition, the Boeckenstedt's ask that Lumber Specialties take additional proactive measures including installing a fence, closing doors, turning off or dimming lights, installing dimmer lighting and/or turning off equipment when not in use. It should also take measures to control the dust and lime coming off your property.

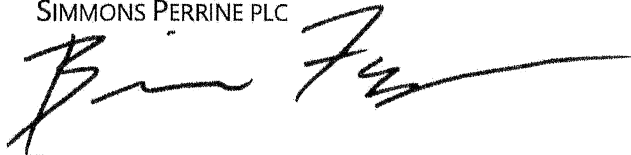
Please contact me to discuss resolution of these continued issues as soon as possible. We propose a meeting with the city of Dyersville to assist in addressing these nuisances. I appreciate your time and prompt attention to this matter.

Simmons Perrine PLC

Page 3 | April 9, 2026

Sincerely,

SIMMONS PERRINE PLC

A handwritten signature in black ink, appearing to read "Brian Fagan", written over the printed name.

Brian J. Fagan



City of Dyersville
City Administrator's Office

June 3, 2026

Brian J. Fagan
Simmons Perrine PLC
115 Third Street SE, Suite 1200
Cedar Rapids, IA 52401

RE: Nuisance – Lumber Specialties, 1700 Beltline Road NE, Dyersville, Iowa-Task 64155

Dear Mr. Fagan,

The City has received your letter of May 5, 2026, regarding the Lumber Specialties facility at 1700 Beltline Road NE and the concerns of your clients, Richard and Judy Boeckenstedt, of 1146 3rd Avenue NE. I have reviewed your letter and the enclosed correspondence with Lumber Specialties. Your letter raises two distinct areas of concern arising from the Lumber Specialties facility: first, water runoff; and second, noise, dust, and light. This letter addresses only the latter—the noise, dust, and light concerns. The water runoff concern will be addressed in separate correspondence, as the City is still reviewing that complaint and conducting its investigation. The City takes its residents' concerns seriously, and I want to respond to the noise, dust, and light points in your letter directly.

Your letter asks the City to require Lumber Specialties to abate the conditions your clients describe. I want to be candid about the City's role at the outset, as it shapes everything that follows. The facility sits on Parcel No. 0732127006. That parcel has been zoned I-2 Industrial since the City adopted its original comprehensive zoning ordinance on July 1, 1962, and has remained so continuously. No rezoning request was presented to the City, and none was adopted.

In practice, that means the operations on Parcel No. 0732127006 are permitted in the I-2 district under Chapter 165 of the Dyersville Code of Ordinances, and Lumber Specialties may use the property for those purposes so long as it remains in compliance with the I-2 regulations. When Lumber Specialties applied to expand, the City reviewed the application under the zoning ordinance in effect at the time and issued the permit in the ordinary course. The City did not grant a special favor. It applied its ordinances as written.

Your letter describes the dialogue your clients have had with Lumber Specialties and its parent company, US LBM Holdings, LLC, beginning with your January 2026 letter and continuing through the company's February 2026 reply and your subsequent exchanges with its counsel.

340 1st Avenue East | Dyersville, IA 52040
563.875.7724 | mmichel@cityofdiersville.com
www.cityofdiersville.com



You report that Lumber Specialties has stated it completed mitigation work, has represented that noise, dust, and light are within acceptable levels while taking voluntary measures to reduce them, and has agreed to plant additional evergreen trees. Your clients regard these measures as inadequate.

This direct dialogue between your clients and the company is the appropriate path, one the City has consistently encouraged. The City supports the parties' continued efforts toward a resolution.

Your letter also asks the City to consider additional conditions on the Lumber Specialties property. I want to address that request directly. A city attaches conditions to a property through specific mechanisms, such as a conditional use permit, site plan review, or a development agreement, and those mechanisms operate when discretionary approval is sought. The uses on Parcel No. 0732127006 are permitted by right in the I-2 district, and the expansion was reviewed and permitted as a conforming use under the Code in effect at the time. The City has no mechanism to impose new conditions on an existing, conforming use after the fact at the request of a neighboring owner. That would mean regulating by exception rather than by ordinance, and the City applies its zoning regulations as written to this property as to every other.

Your letter raises noise, dust, and light. The City's authority over these is not the same, so I will address them separately.

Noise is the one area the City regulates directly, under Chapter 44 of the City Code, and it does so through the Police Department. When the City receives a noise complaint, an officer responds, investigates, and determines whether the ordinance has been violated. Your clients may contact the Police Department at any time to report a noise complaint.

Regarding outdoor lighting, the City's authority differs. The Dyersville City Code does not regulate outdoor lighting on private property, and the City cannot require a private owner to move, shield, or dim lights on its own land.

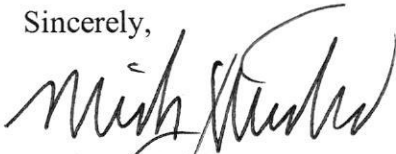
Regarding dust, the City does not have an ordinance regulating airborne dust from a permitted industrial use. The facility that you have described in your letter (Parcel No. 0732127006) sits on a parcel zoned I-2 Industrial since 1962, with no conditional designation or special condition that would govern dust. To the extent it affects your clients' property, that is a matter to raise directly with Lumber Specialties.

Your letter states that trash and debris from the facility are sometimes blown onto your clients' property. The City does not have an ordinance authorizing it to require a private business to contain windblown debris on its own site, and this matter is appropriately raised directly with Lumber Specialties.

Your letter notes that your clients' neighbors, Mona Westermeyer and Peter Adams, have raised similar concerns with Lumber Specialties and the City. The City is aware of those concerns and is responding to that correspondence separately. A second set of concerns from a neighboring property does not change the zoning status of the Lumber Specialties parcel or expand the City's regulatory authority over a permitted industrial use.

Your letter asks the City to require Lumber Specialties to abate these conditions and to host a meeting of all the parties. It is not customary for the City to mediate disputes between private property owners, and the concerns your clients seek to resolve through screening, fencing, equipment enclosure, and private lighting are matters between them and Lumber Specialties. To the extent your clients wish to pursue those remedies, they may do so through the channels your letter reserves. Within its authority, the City has acted and will continue to act accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Mick Michel", written in a cursive style.

Mick J. Michel,
City Administrator



[Business Development](#) | [Workforce Strategies](#) | [Live & Work Here](#) | [Who We Are](#) | [Data & Resources](#)

JUNE 2026 NEWSLETTER

Closing Out One Chapter, Opening the Next

A Message from Our President & CEO

June is always a busy month for Greater Dubuque Development. As our fiscal year closes, we are preparing for the year ahead—approving budgets and goals, finalizing our nomination report, preparing for a board leadership transition, and expressing our sincere thanks to board members whose leadership and service have helped advance our mission of growing business, population, and community.

As many of you know, this year has brought an executive leadership transition within the organization. In the weeks ahead, we will share updates on new team alignments that position us for continued success. I'm deeply grateful to our staff for their professionalism throughout this process and for their transparency in offering insights on how we can strengthen our work together in service to the Greater Dubuque region.

I am also excited to invite you to a special event—our Annual Meeting—at the **NEW This is Iowa Ballpark - Event Center** at the Field of Dreams on **Tuesday, July 14**. Greater Dubuque Development will be holding the first non-baseball event in the new event center, and we would be honored to have you as our guest.

Thank you to Dyersville Events and Travel Dubuque for their expertise and stewardship during what promises to be the most active summer at the Field of Dreams since the movie was filmed in 1989.

Let us know if you can join us as we celebrate this year's annual meeting theme—**Solid Foundations. Greater Future.** Your partnership is a key part of both. In many ways, the coming year may be one of the most pivotal in our organization's history—making the theme, and the moment, especially fitting.



With appreciation,

Jason White

President & CEO

jasonw@greaterdubuque.org | 563-557-9049



You're Invited

Greater Dubuque Development's 2025-2026 Annual Meeting

Join Greater Dubuque Development on Tuesday, July 14, 2026, as we reflect on the foundational work, partnerships, and investments that continue to strengthen the Greater Dubuque region and look ahead to the opportunities that will shape our future.

This year's Annual Meeting will be held at the Field of Dreams' [This Is Iowa Ballpark - Event Center](#) in Dyersville, marking the first corporate event hosted in the venue. As the organization's Annual Meeting, the evening will also include the official business of the Greater Dubuque Development Board of Directors. Space is limited and [registration is required](#).

Tuesday, July 14, 2026

5:00 p.m. Cocktails & Baseball Fare Buffet | 6:00 p.m. Program & Presentations

This Is Iowa Ballpark - Event Center, Field of Dreams

29135 Ghost Player Dr., Dyersville, Iowa



RSVP by Tuesday, July 7th for our 2025-2026 Annual Meeting

Business Support & Attraction

YOUR BUSINESS can be great here.



Scenes from the Verena Court groundbreaking event and rendering of HODGE's materials handling facility to be built as part of the multi-phase industrial development. Images courtesy of HODGE.

Business Expansion

Outfly Development Breaks Ground on Verena Court

On Monday, June 29, 2026, Outfly Development broke ground on Verena Court, a new multi-phase industrial development in the Dubuque Industrial Center South. Phase I includes an approximately 64,000-square-foot purpose-built flagship facility for HODGE's material handling business while creating an additional five acres of build-ready industrial capacity for future employers.

The project reflects a collaborative effort between Outfly Development, HODGE, the City of Dubuque, and Greater Dubuque Development, creating new opportunities for business growth and investment across the Greater Dubuque region.

[Read more about the Verena Court multi-phase industrial development](#)



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



Business Expansion

Suttner America Expanding with New Facility in Dyersville

Suttner America Co. is expanding with plans to construct a new 30,000-square-foot facility in Dyersville's industrial park. Construction is expected to begin this summer, with the company planning to relocate to its new facility in mid-2027.

As Suttner America explored expansion opportunities, Greater Dubuque Development served as the company's initial local resource before the project ultimately moved forward in Dyersville. Greater Dubuque Development congratulates the City of Dyersville and Dyersville Economic Development Corporation on securing this investment in the Greater Dubuque region.

[Learn more about Suttner America Co.'s expansion in Dyersville](#)



Interested in learning more about our site selection services?

Contact Jason White, President & CEO, at 563-557-9049
or jasonw@greaterdubuque.org



Workforce Funding

Manufacturers Invited to Apply for AMP'D Iowa Workforce Training Grants

Applications opened Monday, June 29, 2026, for manufacturers across Iowa to apply for funding through the new [Advanced Manufacturing Pathways Development \(AMP'D\) Iowa](#) grant program. The initiative provides an opportunity for manufacturing businesses in the Greater Dubuque region to leverage State funding with private investment to support company-driven skilled worker training.

Eligible manufacturers may receive reimbursement for training both new and existing employees. An informational webinar will be held on **Tuesday, July 7, 2026, at 1:00 p.m.**, and applications for the first round of funding are due by 2:00 p.m. on Friday, July 24, 2026.

[Learn more about AMP'D Iowa and available resources for preparing an application](#)



Interested in exploring if this grant program is a fit for your business?

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



Natalie Cerón (left) and Daniel Luna (right), owners of La Venta Café & Specialty Coffee, recently shared their story in a **YOU can be great here** video, reflecting on the support, partnerships, and opportunities that have helped their business grow in the Greater Dubuque region.

Entrepreneurship

YOUR BUSINESS can be great here: La Venta

When Daniel Luna and Natalie Cerón opened La Venta Café & Specialty Coffee in Dubuque, they brought years of experience producing, roasting, and exporting specialty coffee from Colombia. In just one year, the business has grown into a destination for coffee lovers from across the Greater Dubuque region and beyond.

In a new **YOU can be great here** video, Daniel and Natalie share how local programs, business support, and a welcoming community helped them establish and grow their business in Dubuque.

[Watch the video and hear La Venta's story of building a small business in Dubuque](#)

YOUR FUTURE can be great here.



Scenes from Talent Dubuque's Sunset Social at Eagle Point Park, where interns gathered for a picnic overlooking the Mississippi River (left) and enjoyed some friendly competition with ladder ball (center), bean bags (right), and other yard games.

Intern Engagement

Talent Dubuque Summer Intern Program Continues

On Tuesday, June 23, 2026, Talent Dubuque participants gathered at Eagle Point Park for the program's second summer event, a Sunset Social overlooking the Mississippi River. Interns enjoyed a picnic, yard games, and the opportunity to build connections with fellow interns while experiencing one of the Greater Dubuque region's signature community destinations.

The Sunset Social builds on the program's June 11th Welcome Luncheon and is one of several networking and community engagement opportunities designed to help interns envision a future in the Greater Dubuque region.

[Learn more about Talent Dubuque and the program's Welcome Luncheon kickoff](#)



Interested in learning more about Talent Dubuque?

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

Future Leadership Team Explores 2025 Skills Gap Analysis

At its quarterly meeting on Wednesday, June 3, 2026, Greater Dubuque Development's Future Leadership Team reviewed findings from the [2025 Skills Gap Analysis](#) and discussed how current workforce trends are shaping the region's long-term talent strategies. The annual analysis, developed in partnership with Northeast Iowa Community College, examines employer demand, educational completions, and demographic trends impacting the Greater Dubuque region.

The meeting also marked the conclusion of terms for 15 of the Future Leadership Team members. Greater Dubuque Development extends its appreciation to those outgoing members whose 2-year terms have concluded for their service and contributions. We look forward to welcoming 15 new emerging leaders following the organization's 2025-2026 Annual Meeting.

[Read more about the June 3rd Future Leadership Team meeting and outgoing members](#)



Interested in learning more about the Future Leadership Team?

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



Opportunity Dubuque

Meet Amy Henson: Connecting Training to Opportunity

As one of Opportunity Dubuque's two Career Pathway Coaches, Amy Henson helps participants access training, overcome barriers, and connect with career opportunities in high-demand fields. Through a partnership between Greater Dubuque Development Corporation

Amy Henson (above), Career Pathway Coach with Opportunity Dubuque.

and Northeast Iowa Community College, Career Pathway Coaches play a vital role in helping individuals complete training programs and connect with regional employers.

Learn more about Amy Henson and the role of the Career Pathway Coaches



Interested in learning more about Opportunity Dubuque?

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



Scenes from Distinctively Dubuque in 2026: Participants engage in a community discussion session (left), hear from community leaders including City of Dubuque Mayor Brad Cavanagh (center), and explore local arts and culture during a visit to Voices Studios as part of the program's Arts & Culture night (right).

Newcomer Services

New 2027 Dates Added for Distinctively Dubuque

Help new employees build connections beyond the workplace with registration now open for upcoming Distinctively Dubuque sessions. As Greater Dubuque Development's newcomer engagement program, Distinctively Dubuque is designed to connect those new to or returning to the area within the last 5 years with the people, places, and opportunities that make the region unique.

Remaining 2026 Sessions

August 19 – September 16, 2026

September 30 – October 28, 2026/2027 Sessions

2027 Sessions Now Accepting Registrations

January 27 – February 24, 2027

March 10 – April 7, 2027

August 18 – September 15, 2027

September 29 – October 27, 2027

Employers are encouraged to register newly hired employees and recently relocated team members to help them build community connections and establish roots in the Greater Dubuque region.

Distinctively Dubuque is offered at no cost thanks to the generous support of the DRA, the City of Dubuque, and the Dubuque County Board of Supervisors. Registration is easy using our [online form](#) or by contacting Mandi Dolson, Director of Workforce Recruitment & Retention, at mandid@greaterdubuque.org or 563-557-9049.

[Learn more and register for an upcoming session of Distinctively Dubuque](#)



Interested in learning more about Distinctively Dubuque?

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

YOUR SUPPORT can be great here.

Invest in 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.

New Investors

- Friesland Campina formerly Wisconsin Whey Protein

Renewed Investors

- Andersen Windows & Doors
- Conlon Construction Co.
- Decker Precision Machining Inc

Renewed Investors, cont'd

- East Central Intergovernmental Association (ECIA)
- Grand View Methodist Church
- Grant Regional Health Center
- Key West Early Childhood Center
- Oak View Group/Grand River Center
- Prairie Farms
- Q Casino + Resort
- Revolution Lightboards



Interested in becoming a Workforce Solutions Investor?

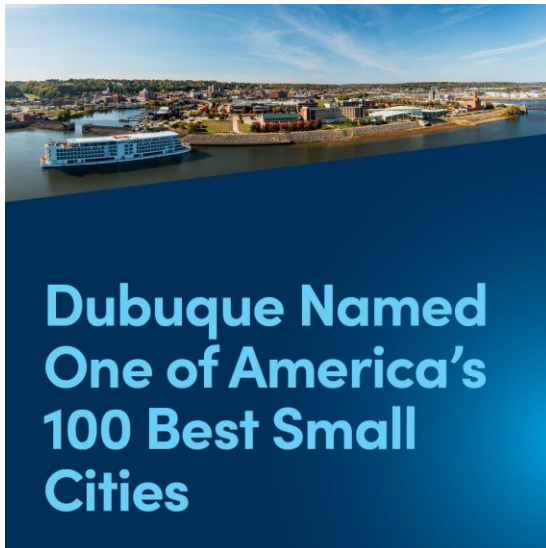
Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org



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

Community Information

YOUR LIFE can be great here.



Community News

Dubuque Ranks Amongst America's 100 Best Small Cities

Dubuque was recognized among Resonance's 2026 America's Best Small Cities, a ranking of the nation's top 100 metropolitan areas with populations under 500,000. Dubuque also ranked No. 33 for Prosperity, reflecting strong economic performance and reinforcing the community's competitiveness as a place to live, work, and invest.

[Download the report >](#)

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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Photo Credit: "Glitter City," Scott Hoag of DeWitt
1st Place Iowa Cities and Public Favorite

Swing into Summer! Tees, Trees and Keeping Iowa Beautiful!

June is here, but there's no summer slowdown at Keep Iowa Beautiful! This month, our team is balancing the excitement of getting ready for our biggest event of the year with our ongoing statewide programs, many of which see a spike in activity over the sunny summer months.

July 14th marks our official date for the Fifth Annual Keep Iowa Beautiful Golf Tournament! While our player foursomes are completely full, you can still support our mission from anywhere in the state. Our silent auction will be hosted online, and you can register right now to get notified the second bidding opens. [Click here](#) to sign up for the Silent Auction!

Beyond the golf course, our summer projects are in full bloom. One of particular importance is our [Pick-Up Iowa](#) program! The official anti-litter push wraps up at the end of this month, but it is not too late to register your group and join the ranks of Iowans making our communities shine ahead of the nation's 250th birthday.

Read on to see what communities and organizations across the state are doing to Keep Iowa Beautiful this summer!

**With gratitude,
The Keep Iowa Beautiful Team**

Maquoketa Celebrates New Outdoor Event Space

Ribbon Cutting at Glovik Community Park

The City of Maquoketa and Maquoketa Betterment Corporation/Hometown Pride held a dedication and ribbon cutting to celebrate Glovik Community Park in downtown Maquoketa, the city's newly completed event venue and community gathering space!



This is the culmination of more than three years of hard work, driven by dedicated volunteers. Early designs were put down on paper in 2023, followed by an ambitious fundraising campaign that raised approximately \$1.4 million from grants and donations from more than 190 individuals, families, businesses and non-profit organizations.

Glovik Community Park features a stage for outdoor concerts and performances, a sensory play area, restrooms, seating and more. Glovik park will be the site for Maquoketa's annual summer concert series and many other community events.

Congratulations to all who worked hard to make this a reality, including the volunteers of Maquoketa Betterment Corporation/Hometown Pride!



Fifth Annual Keep Iowa Beautiful Golf Tournament

Please Join us in Thanking our Sponsors!

As we count down the days to July 14th, our hearts are full of gratitude for the incredible businesses and organizations supporting the Fifth Annual Keep Iowa Beautiful Golf Tournament.

The work we do at Keep Iowa Beautiful isn't possible without the generosity of our sponsors. Your commitment goes far beyond a day on the green; your funding directly fuels the community enhancement and beautification programs that keep our state beautiful year-round.

To all our sponsors, thank you for championing our mission and investing in Iowa. We can't wait to see you on the course!

Item 18.

THANKS TO OUR LEAD SPONSORS!



Tom Hockensmith

THANKS TO OUR GAME & HOLE SPONSORS!

Game Sponsors



Hole Sponsors

515 Concrete Floor Polishing
Carl's Place
CITY Laundering
Club 2000
Cookies BBQ
Copy Systems Inc

Fireside Grill and Catering
Great Caterers of Iowa
Health Gauge
Hodges Law
Momentum Consulting
Pennie Carroll and Associates.

Ruth's Chris Steak House
Skinner Law Firm
Speed's Golf Cars
Tasty Tacos
The Pizza Bar by Taste of New York
Woods of Copper Creek



There's Still Time to Pick-Up Iowa!



Union County
Development Association



Pocahontas
Hometown Pride

Pick-Up Iowa Ends Soon!

Pick-Up Iowa officially ends on June 30th and thanks to volunteers like you we have 99 events and over 3,500 volunteers registered to make 2026 the largest year ever for Pick-Up Iowa!!!

We are having a record year, but **WE NEED YOU!** Let's make Iowa shine in advance of the nation's 250th birthday and get over **100 events in 2026!!!**

Participation is easy:

- ✓ Choose your cleanup date
- ✓ Gather your team
- ✓ Select your location
- ✓ Register your event online

[Register for Pick-Up Iowa](#)



Hometown Pride Highlights

Shellsburg Steel Band Concert

The University of Iowa Steel Band performed a free community concert in Shellsburg in May. Hosted by Shellsburg Hometown Pride and the UI School of Music, the event took place at the Shellsburg City Park Pavilion. The concert was free to the public and featured a wide variety of music for all ages.



Storm Lake Bench Dedication

Storm Lake Hometown Pride hosted a Downtown Bench Tour and Dedication event to unveil eight new metal benches placed throughout the Lake Avenue area. The celebration and ribbon-cutting, held in conjunction with Storm Lake United's Chamber Coffee, officially dedicated the new seating options to enhance downtown Storm Lake.

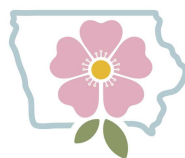
Delaware Park Pavillion

Delaware has completed their park pavilion! Thanks to a grant from the Foundation for the Future of Delaware County and a city match, they broke ground in May and completed the project in under a month! They will continue to work on enhancements for the park, such as electrical work, lighting and cameras.



Aurelia Tree Planting

In May, Aurelia Hometown Pride, in partnership with the City of Aurelia and Aurelia Kiwanis, planted their first of two groups of trees funded by MidAmerican Energy's Trees Please! program and matched by the City and Aurelia Municipal Utilities. This month they will plant the remainder of the trees from the MidAmerican grant, as well as paint playground equipment at their City Park, thanks to a grant from Paint Iowa Beautiful!



New Board Members

Growing our Leadership

Item 18.

At Keep Iowa Beautiful, moving our mission forward relies on strong leadership and fresh perspectives. That's why we are absolutely thrilled to celebrate the addition of six incredible new members to our Board of Directors over the past year!

We extend a warm welcome to our newest advocates. Together with your ongoing support, they are helping ensure Iowa remains a wonderful place to live, work and play!

[Click here](#) to read more about all of the Keep Iowa Beautiful board members!



Marissa Grimes
Beal Derkenne Construction



Cory Hart
SHAZAM, Inc.



Rob Taylor
Revelton Distilling Co.



Ryan Welch
Anheuser-Busch



Rich Wells
NCMIC Group



Sacha Wise
Iowa Economic
Development Authority

Your Support Matters!

Consider Giving to Keep Iowa Beautiful

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

[Donate to Support Iowa Communities](#)





Item 18.

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

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RESOLUTION NO. 58-26

A RESOLUTION INITIATING A TEXT AMENDMENT TO SECTION 165.09.11, FENCE REGULATIONS, OF THE DYERSVILLE CODE OF ORDINANCES, AND DIRECTING THE CITY ADMINISTRATOR TO FILE THE APPLICATION WITH THE PLANNING AND ZONING COMMISSION

WHEREAS, the City of Dyersville is authorized to adopt and amend zoning regulations under Iowa Code Chapter 414 and Sections 372.9 and 364.1, as recognized in Section 165.01.02 of the Dyersville Code of Ordinances; and,

WHEREAS, Section 165.03.04(K)(i) authorizes the City Council to amend the text of the Zoning Ordinance on its own motion; and,

WHEREAS, Section 165.09.11(E) requires a permit before a fence is constructed or reconstructed, but does not distinguish a permanent fence from a temporary, movable fence, and the Code does not define “fence”; and,

WHEREAS, residents increasingly use temporary, movable fences for gardens and pet areas, and a clear standard is needed so that the permit requirement is applied consistently; and,

WHEREAS, the City Administrator has prepared a text amendment application proposing to repeal and reenact Section 165.09.11 to address these matters; and,

WHEREAS, under Section 165.03.04(K), a text amendment must be referred to the Planning and Zoning Commission for a public hearing and recommendation before the City Council acts.

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

SECTION 1. INITIATION. The City Council, on its own motion under Section 165.03.04(K)(i) of the Dyersville Code of Ordinances, initiates a text amendment to Section 165.09.11, Fence Regulations.

SECTION 2. DIRECTIONS TO THE CITY ADMINISTRATOR. The City Council directs the City Administrator to file the text amendment application with the Planning and Zoning Commission and to take the steps necessary to bring the amendment before the Commission for a public hearing and recommendation, and thereafter before the City Council, in accordance with Section 165.03.04(K).

SECTION 3. EFFECT. This resolution initiates the amendment process only. It does not adopt or approve the text of any amendment. The City Council reserves full authority to consider, modify, or decline to adopt the amendment following the Planning and Zoning Commission’s public hearing and recommendation.

SECTION 4. EFFECTIVE DATE. This resolution shall be in full force and effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Dyersville, Iowa, this 6th day of July, 2026.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk



City of Dyersville
City Administrator's Office

APPLICATION FOR TEXT AMENDMENT

Chapter 165, Zoning Regulations — Section 165.09.11, Fence Regulations

This package supports a City-initiated text amendment to the Dyersville Code of Ordinances. Section 165.03.04(K)(i) authorizes the City Council to amend the text of the Zoning Ordinance on its own motion. Part One states what to enter on the official Zoning Approvals application form. Part Two is the supplemental narrative required by Section 165.03.04(K)(ii), including the proposed restated Code language and the basis for the amendment.

Part One — Application Form Entries

On the City of Dyersville Zoning Approvals application form, mark and enter the following:

Application type: Text Amendment.

Applicant: City of Dyersville, on its own motion under Section 165.03.04.K.i, as initiated by Resolution No. 58-26.

Owner: Not applicable. This is a text amendment of citywide effect, not a change to the zoning of any parcel.

Contact: Mick J. Michel, City Administrator, 340 1st Avenue East, Dyersville, IA 52040; 563.875.7724; mmichel@cityofdiersville.com.

General Location / Address: Not applicable — citywide text amendment.

Legal Description: Not applicable — no subject parcel.

Proposed Use / Existing Use / Site Summary: Not applicable. These fields apply to site plan, planned unit development, and sign applications, not to a text amendment.

Filing fee: Not applicable

Signature: Resolution 58-26



Part Two — Supplemental Narrative

1. The proposed amendment

The City proposes to repeal Section 165.09.11 of the Dyersville Code of Ordinances and reenact it in its entirety, so the complete fence regulations can be read as they will appear after adoption rather than as a single amended subsection. The only substantive changes are in subsection E, Permit, which: states that a fence permit is required for a permanent fence and not for a temporary, movable fence; sets location and height limits for temporary, movable fences in residential districts; confirms which other requirements continue to apply; and adopts the term “fence permit” the City already uses in practice. Subsections A, B, C, D, and F are carried forward unchanged, and subsection G is carried forward with the single change of using the term “fence permit.” The full restated text is set out in Part 4.

2. The reason for the amendment

Section 165.09.11(E) currently provides that no fence shall be constructed or reconstructed without a building permit. Read in isolation, that language appears to apply to every fence. But the building permit section it references, Section 165.03.04(D), defines construction as the commencement of site work and grading, and Section 165.04.03 defines a “structure” to exclude fences. The Code does not define “fence” and draws no distinction between a permanent fence and a temporary, movable one. The Code also calls the permit a “building permit,” though the City has long administered it as a fence permit.

This gap has practical consequences. The City reviews roughly fifteen to twenty fence permits a year, and the process works well for permanent fences set in the ground. But residents increasingly use light, movable fences for gardens and pet areas — fences that involve no digging and can be picked up and moved. Without a clear rule, these fences are treated inconsistently, and the question of whether a permit is even required can arise only after a fence is already in place. The amendment removes that uncertainty by writing a clear, administrable line into the Code, by setting limits suited to movable fences in residential districts, and by using the term the City already uses.

To maintain consistency in the meantime, the City Administrator has issued an interim administrative interpretation to guide enforcement while this amendment is considered. This amendment would make that standard permanent and place it directly in the Code, where residents and staff can find it.

3. Basis under the approval criteria

Section 165.03.04(K)(x) sets the criteria for a text amendment. Several of those criteria are written for map amendments — the rezoning of a specific parcel — and do not apply to a citywide text amendment of this kind; that is true of the criteria addressing consistency with the future land use map, compatibility with nearby properties, parcel dimensions, and the inventory of vacant land (criteria b through e). The remaining criteria are addressed below.

Criterion (a) — relationship to the Comprehensive Plan. This criterion is directed primarily at map amendments and is only weakly implicated by a text amendment of this

kind. Section 165.01.04 states the City's intent to keep Chapter 165 clear and in conformance with the Comprehensive Plan, and the amendment serves that intent by replacing an ambiguous provision with a clear one. The stronger basis for this amendment is criterion (f) and the changed-conditions purpose stated in Section 165.03.04(K) addressed below.

Criterion (f) — consistency with the purposes of the Ordinance. Section 165.01.05 states the purposes of the Zoning Ordinance, including to secure safety from fire, panic, and other dangers, to promote health and the general welfare, and to conserve the value of buildings and property. The amendment serves these purposes: it keeps the permit requirement focused on permanent fences, where review for sight lines, drainage, and easements matters most; sets sensible location and height limits for movable fences in residential districts; and relieves residents of a permit for light, movable fences that present none of those concerns. All other applicable fence requirements continue to apply.

The amendment also fits the stated purpose of the text-amendment authority itself. Section 165.03.04.K provides for a text amendment to address changing or changed conditions or to otherwise advance the public health, safety, and welfare of the City. The growth in the use of temporary, movable fences is a changed condition the current text did not anticipate, and a clear rule advances the public welfare by making the City's requirements predictable and fair.

4. Proposed restated text of Section 165.09.11

The City proposes to repeal Section 165.09.11 and reenact it to read in its entirety as follows. (The only substantive changes are in subsection E; subsections A through D and F are existing language carried forward, and subsection G is carried forward using the term "fence permit." The 180-day period is a proposed figure; the City may set a different period.)

165.09.11. Fence Regulations.

A. Corner Visibility. In any residential district, no fence or continuous planting shall be maintained within thirty (30) feet of any corner lot street line intersection, which would impair the sight distance of the operator of a motor vehicle.

B. Location. No fences are permitted in the public street right-of-way and shall be erected and maintained to avoid limiting or obstructing the flow of water in natural drainage courses, or drainageways created within easements.

C. Easements. Any fence erected on a tract of land subject to an easement for the construction, maintenance, operations, or replacement of any water, sanitary or storm sewer, gas line, electric power, telephone, or other utility poles, or other cables or lines shall be designed and constructed to be readily removable to permit the use of the easement. Such fences shall be subject to removal by request whenever necessary to permit access. The cost of removal or replacement shall be the responsibility of the fence owner.

D. Materials. The following materials shall be required:

- i. Fences shall be constructed of wood, chain-link, PVC/resin, stone or masonry materials, or ornamental metals only.
- ii. Wood fences shall use standard building lumber only.

iii. Barbed wire fences are not permitted except for in the A-1 and I-3 districts and are defined as any fence that includes in its material barbs, blades, razors, electric current, or other features specifically designed to injure or abrade an individual or animal who attempts to negotiate the fence.

iv. Wire mesh fences may be permitted to enclose tennis courts and game and recreation areas on public land and residential lots.

E. Permit.

i. Permanent fences. A fence permit, issued pursuant to Subsubsection 165.03.04.D, Building Permit, is required before any permanent fence is constructed or reconstructed. A permanent fence is a fence that is supported by posts, footings, or other members set into the ground, or that otherwise requires site work or grading to install.

ii. Temporary, movable fences. A fence permit is not required for a temporary, movable fence. A temporary, movable fence is a fence that is placed on the surface of the ground or held in place by stakes or supports that can be removed by hand, that requires no site work or grading to install, that can be relocated without disassembly of members set into the ground, and that remains in place no longer than one hundred eighty (180) consecutive days. A fence that remains in place longer than one hundred eighty (180) consecutive days, or that is installed in any manner described in paragraph i, requires a fence permit.

iii. Location, height, and other requirements for temporary, movable fences. In a residential district, a temporary, movable fence shall not be located in a front yard and shall not exceed four (4) feet in height in a side or rear yard; this requirement applies in place of the residential height schedule in Subsection 165.09.11.F.i. In all other districts, a temporary, movable fence is subject to the height limits of Subsection 165.09.11.F. A temporary, movable fence remains subject to the corner-visibility requirement of Subsection 165.09.11.A, the location and drainage requirement of Subsection 165.09.11.B, the easement requirement of Subsection 165.09.11.C, and the prohibition on barbed wire and other injurious fencing in Subsection 165.09.11.D.iii. The remaining materials requirements of Subsection 165.09.11.D do not apply to a temporary, movable fence.

F. Height.

i. Residential Districts. No fence or continuous planting over three (3) feet in height shall be maintained in any front yard; no fence or continuous planting over four (4) feet in height shall be maintained in any side yard; and no fence or continuous planting over eight (8) feet in height shall be maintained in a rear yard.

ii. Civic Uses in Residential Districts. The maximum height of fences installed as part of Primary and Secondary Educational Facilities, Day Care, and Park and Recreation Use Types, or any other use that provides secured outdoor space for the use of children within residential zoning Districts shall be eight (8) feet.

iii. Non-Residential Districts. The maximum height of a fence for any permitted use in any non-residential zoning district shall be eight (8) feet, except that fences shall not be permitted in the front yard of commercial and civic districts.

G. Appeals. Denial, revocation, or cancellation of a fence permit based on the provisions of this Subsection may be appealed to the Board of Adjustment, as set forth in Section 165.03.04(M), Appeals.

5. Process and next steps

Under Section 165.03.04(K), the City Administrator refers the application to the Planning and Zoning Commission within 30 days. The Commission holds a public hearing after legal publication and notice, and makes a recommendation to the City Council within 30 days of the hearing. The City Council then holds a public hearing and votes within 30 days of receiving the Commission's report. The amendment takes effect as an amendatory ordinance upon adoption and publication.

Because this is a text amendment, not a map amendment, the mailed notice to property owners within 200 feet required by Section 165.03.04 for map amendments does not apply.

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 165, ZONING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF DYERSVILLE, IOWA, BY REPEALING AND REENACTING SECTION 165.09.11, FENCE REGULATIONS, RELATING TO PERMIT REQUIREMENTS FOR PERMANENT AND TEMPORARY, MOVABLE FENCES

WHEREAS, the City of Dyersville is authorized to adopt and amend zoning regulations under Iowa Code Chapter 414 and Sections 372.9 and 364.1, as recognized in Section 165.01.02 of the Dyersville Code of Ordinances; and

WHEREAS, Section 165.09.11(E) requires a permit before a fence is constructed or reconstructed but does not distinguish a permanent fence from a temporary, movable fence, and the Code does not define “fence”; and

WHEREAS, residents increasingly use temporary, movable fences for gardens and pet areas that involve no site work or grading and are not built into the ground; and

WHEREAS, the City has long administered this permit as a fence permit, while the Code refers to it as a building permit, and aligning the term reduces confusion for residents and staff; and

WHEREAS, restating Section 165.09.11 in its entirety, rather than amending a single subsection, allows residents, staff, and the Council to read the complete fence regulations as they will appear after adoption; and

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

SECTION 1. REPEAL AND REENACTMENT. Section 165.09.11, Fence Regulations, of the Code of Ordinances of the City of Dyersville, Iowa, is repealed and reenacted to read in its entirety as follows:

165.09.11. Fence Regulations.

A. Corner Visibility. In any residential district, no fence or continuous planting shall be maintained within thirty (30) feet of any corner lot street line intersection, which would impair the sight distance of the operator of a motor vehicle.

B. Location. No fences are permitted in the public street right-of-way and shall be erected and maintained to avoid limiting or obstructing the flow of water in natural drainage courses, or drainageways created within easements.

C. Easements. Any fence erected on a tract of land subject to an easement for the construction, maintenance, operations, or replacement of any water, sanitary or storm sewer, gas line, electric power, telephone, or other utility poles, or other cables or lines shall be designed and constructed to be readily removable to permit the use of the easement. Such fences shall be subject to removal by request whenever necessary to permit access. The cost of removal or replacement shall be the responsibility of the fence owner.

D. Materials. The following materials shall be required:

- i. Fences shall be constructed of wood, chain-link, PVC/resin, stone, or masonry materials, or ornamental metals only.
- ii. Wood fences shall use standard building lumber only.
- iii. Barbed wire fences are not permitted except in the A-1 and I-3 districts and are defined as any fence that includes in its material barbs, blades, razors, electric current, or other features specifically designed to injure or abrade an individual or animal who attempts to negotiate the fence.
- iv. Wire mesh fences may be permitted to enclose tennis courts and game and recreation areas on public land and residential lots.

E. Permit.

- i. **Permanent fences.** A fence permit, issued pursuant to Section 165.03.04(D), Building Permit, is required before any permanent fence is constructed or reconstructed. A permanent fence is a fence that is supported by posts, footings, or other members set into the ground, or that otherwise requires site work or grading to install.
- ii. **Temporary, movable fences.** A fence permit is not required for a temporary, movable fence. A temporary, movable fence is a fence that is placed on the surface of the ground or held in place by stakes or supports that can be removed by hand, that requires no site work or grading to install, that can be relocated without disassembly of members set into the ground, and that remains in place no longer than one hundred eighty (180) consecutive days. A fence that remains in place longer than one hundred eighty (180) consecutive days, or that is installed in any manner described in paragraph i, requires a fence permit.
- iii. **Location, height, and other requirements for temporary, movable fences.** In a residential district, a temporary, movable fence shall not be located in a front yard and shall not exceed four (4) feet in height in a side or rear yard; this requirement applies in place of the residential height schedule in Section 165.09.11(F)(i). In all other districts, a temporary, movable fence is subject to the height limits of Section 165.09.11(F). A temporary, movable fence remains subject to the corner-visibility requirement of Section 165.09.11(A), the location and drainage requirement of Section 165.09.11(B), the easement requirement of Section 165.09.11(C), and the prohibition on barbed wire and other injurious fencing in Section 165.09.11(D)(iii). The remaining materials requirements of Section 165.09.11(D) do not apply to a temporary, movable fence.

F. Height.

- i. **Residential Districts.** No fence or continuous planting over three (3) feet in height shall be maintained in any front yard; no fence or continuous planting over four (4) feet in height shall be maintained in any side yard; and no fence or continuous planting over eight (8) feet in height shall be maintained in a rear yard.
- ii. **Civic Uses in Residential Districts.** The maximum height of fences installed as part of Primary and Secondary Educational Facilities, Day Care, Park and Recreation Use Types, or any other use that provides secured outdoor space for children within residential zoning Districts shall be eight (8) feet.

iii. Non-Residential Districts. The maximum height of a fence for any permitted use in any non-residential zoning district shall be eight (8) feet, except that fences shall not be permitted in the front yard of commercial and civic districts.

G. Appeals. Denial, revocation, or cancellation of a fence permit based on the provisions of this Subsection may be appealed to the Board of Adjustment, as set forth in Section 165.03.04(M), Appeals.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict.

SECTION 3. SEVERABILITY. If any section, provision, or part of this ordinance is adjudged invalid or unconstitutional, that adjudication shall not affect the validity of the ordinance as a whole or of any section, provision, or part not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect upon its final passage, approval, and publication as provided by law.

First Reading: _____

Second Reading: _____

Third Reading: _____

Passed and approved by the City Council of the City of Dyersville, Iowa, on this _____ day of _____, 2026.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk



City of Dyersville
City Administrator's Office

June 30, 2026

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

RE: Proposed Amendment to the Fence Regulations (Section 165.09.11) and Adopting Ordinance

Dear Honorable Mayor Jacque and Council Members:

I am writing to bring forward a proposed change to the City's fence regulations, and to explain what I have done in the meantime to keep our handling of fences consistent.

Our fence rules work well for the fences they were built around. Most of the 15 to 20 fence permits we review each year are for permanent fences set on posts, such as chain-link and wood privacy fences. More residents, though, now use light, movable fences for gardens, pet areas, and snow. These sit on the surface of the ground or are held by stakes that can be pulled out by hand, and they can be picked up and moved. Section 165.09.11(E) of the Dyersville Code of Ordinances says no fence may be constructed without a permit, but it does not define a fence and does not separate a permanent fence from a temporary one. The building permit section treats construction as beginning with site work and grading. The result is that it is unclear whether a small garden, pet, or snow fence requires a permit, and the same situation can be handled differently depending on who reviews it.

To keep matters consistent while you consider a permanent fix, I have issued an interim administrative interpretation under Section 165.03.04(L), which gives the City Administrator authority to interpret the Zoning Ordinance. It reads the permit requirement to apply to permanent, ground-mounted fences, not to temporary, movable fences. It does not change any other fence rule, and it does not single out any property or owner. It is a temporary measure that will give way to whatever the Council adopts.

I am also bringing forward a text amendment to Section 165.09.11 so this standard is written directly into the Code rather than resting on an interpretation. The City may begin this on its own motion under Section 165.03.04(K). Rather than change a single subsection, the proposed ordinance repeals and restates the entire fence section, so you can read the complete regulations

340 1st Avenue East | Dyersville, IA 52040
563.875.7724 | mmichel@cityofdiersville.com
www.cityofdiersville.com



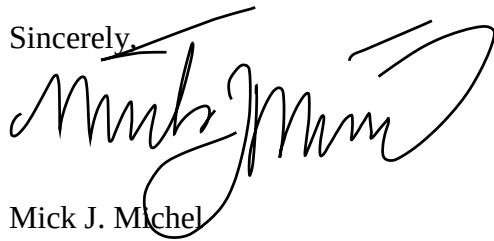
as they will read after adoption. The substantive changes are in the permit subsection: a fence permit is required for a permanent fence and is not required for a temporary, movable fence; in residential districts a movable fence may not be placed in a front yard and may not stand more than four feet high in a side or rear yard; a movable fence left in place beyond a set period is treated as a permanent fence that needs a permit; the safety rules, including the prohibition on barbed wire and electrified fencing, continue to apply to every fence; and the Code adopts the term “fence permit” the City already uses in practice. The rest of the section is carried forward as it reads today.

The process from here is set by Section 165.03.04(K). The amendment goes first to the Planning and Zoning Commission for a public hearing and a recommendation, and then returns to the Council for a public hearing and a vote on the ordinance. The Assistant City Attorney has reviewed the language. There is no cost to the City in this change.

I recommend that the Council support the amendment and adopt the ordinance when it returns to you after the Planning and Zoning Commission’s review. The change makes our requirements clear and fair, keeps permit review focused on the fences that need it, protects safety and sight lines, and matches how the City already operates.

Please let me know if you have questions before the meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Mick J. Michel", with a large, stylized flourish at the end.

Mick J. Michel
City Administrator

RESOLUTION NO. 59-26

To fix a date of meeting at which it is proposed to approve a Purchase Agreement
with Alana Hoeger, Chester Deflieger, and Cindy Bockenstedt.

WHEREAS, the City of Dyersville, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City and State of Iowa will not finance the acquisition of real estate at Lot 20 of Arbor Court, described as follows:

Lot 20 of Arbor Court in the City of Dyersville, Dubuque County, Iowa, according to the recorded plat thereof, subject to and together with easements of record; exact legal description to be taken from abstract of title; and,

WHEREAS, the City proposes to enter into a purchase agreement with Alana Hoeger, Chester Deflieger, and Cindy Bockenstedt; and,

WHEREAS, it is necessary to set a date for a public hearing on the Offer to Buy Real Estate and Acceptance Agreement, pursuant to Chapter 73A of the Code of Iowa; and,

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

Section 1. This Council shall meet on the 20th day of July, 2026, at 6:00 PM, at the Memorial Building, 340 1st Avenue East, in the City, at which time and place proceedings will be instituted and action taken to approve the purchase agreement and to authorize the City Administrator to enter into said agreement with Alana Hoeger, Chester Deflieger, and Cindy Bockenstedt.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least ten days before said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF AN OFFER TO BUY REAL ESTATE AND
ACCEPTANCE OF A PURCHASE AGREEMENT WITH ALANA HOEGER, CHESTER
DEFLIEGER, AND CINDY BOCKENSTEDT AND AUTHORIZATION OF CITY
ADMINISTRATOR TO ENTER INTO SAID AGREEMENT

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on the 20th day of July, 2026, at 6:00 PM, at which time and place proceedings will be instituted and action taken to approve a purchase agreement between the City and Alana Hoeger, Chester Deflieger, and Cindy Bockenstedt with respect to the acquisition of real estate at Lot 20 of Arbor Court, described as follows:

Lot 20 of Arbor Court in the City of Dyersville, Dubuque County, Iowa, according to the recorded plat thereof, subject to and together with easements of record.

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

Passed and approved July 6, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk



OFFER TO BUY REAL ESTATE AND ACCEPTANCE (NONRESIDENTIAL)

TO: Alana Hoeger, Chester Deflieger and Cindy Bockenstedt, (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Dubuque County, Iowa, legally described as:

Lot 20 of Arbor Court in the City of Dyersville, Dubuque County, Iowa; exact legal description to be taken from abstract of title

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for all legal purposes

1. **PURCHASE PRICE.** The Purchase Price shall be \$10,000.00 per acre and the method of payment shall be as follows: \$0.00 with this offer and the balance of the Purchase Price, as follows: in cash at closing via a cashier's check or wire transfer.
2. **REAL ESTATE TAXES.** Sellers shall pay Real estate taxes prorated to date of possession and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. **SPECIAL ASSESSMENTS.**
 - A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance.
 - B. IF "A" is stricken, then SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
 - C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.
 - D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on or before August 31, 2026, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:
 - A. Upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.
 - ~~B. (If "A" is stricken) Upon the filing of the title transfer documents and receipt of all funds due at closing from BUYERS under the Agreement.~~
6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following:

The following items shall not be included: _____

7. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. SELLERS make no warranties, expressed or implied, as to the condition of the property.
 - A. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.
 - ~~B. (If "A" is stricken) Within 14 days after the acceptance of this Agreement, BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall~~

~~be null and void, and any earnest money shall be returned to BUYERS.~~

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through 30 days prior to possession and closing, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.
9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLERS shall pay the costs thereof. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
10. ENVIRONMENTAL MATTERS.
 - A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: N/A
 - B. BUYERS may at their expense, within 14 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$0.00 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances,

conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.
12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.
13. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.
14. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
16. ~~APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa State Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by _____ either party may declare this Agreement null and void, and all payments made hereunder shall be made to BUYERS.~~
17. REMEDIES OF THE PARTIES.
 - A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
 - B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.
 - C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.
18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when

it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

19. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, neutral or other gender according to the context.
20. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.
21. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
22. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
23. **ADDITIONAL PROVISIONS.**
 - a. **CLOSING COSTS.** Sellers shall be responsible for abstracting fees associated with Section 8 regarding Abstract and Title, transfer taxes, Seller legal fees, and costs associated with Section 2 regarding Real Estate Taxes. Buyer shall be responsible for Buyer legal fees, deed recording fees and any loan and financing fees.
 - b. **AS IS.** This property is being sold "As Is" with no warranties.
 - c. **FARM TENANT.** This property is subject to a farm lease agreement with Terry Hoeger, tenant, for \$0.00 annual rent. Buyer agrees to take title subject to the Farm lease.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to SELLERS on or before July 31, 2026, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Dated June 15, 2026
SELLERS

Accepted _____, 2026
BUYERS

Alana Hoeger
Alana Hoeger

CITY OF DYERSVILLE

Chester DeFlienger
Chester Deflieger

By: _____ as _____

Cindy Bockenstedt
Cindy Bockenstedt

By: _____ as _____

Address: 513 6th Avenue NE, Dyersville,
IA 52040

Address: 340 1st Avenue E, Dyersville,
IA 52040

Telephone: (563) 543-5993

Telephone: (563) 875-7724

This document prepared by Carolyn C. Davis, 225 1st Ave East, Dyersville, IA 52040



City of Dyersville
City Administrator's Office

July 6, 2026

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

RE: Proposed Purchase of Lot 20 of Arbor Court

Dear Honorable Mayor Jacque and Council Members:

The Sellers approached the City to purchase Lot 20 of Arbor Court, a 5.44-acre parcel along the North Fork of the Maquoketa River. The City already maintains a sanitary sewer line through this area, so we have a working history with the property and the land it serves.

The sellers are Alana Hoeger, Chester Deflieger, and Cindy Bockenstedt. They have signed an Offer to Buy Real Estate and Acceptance, agreeing to sell the property to the City for \$10,000.00 per acre, for a total of approximately \$54,400.00. The exact price will be confirmed once the abstract of title establishes the final legal description and acreage. The property is farmland with no annual tenant lease that would carry over to the City at closing.

This parcel provides the City with two essential needs. First, it provides room for additional parking to serve Candy Cane Park, which today lacks sufficient parking to meet peak demand. Second, it gives the City a place to manage future stormwater improvements along the North Fork of the Maquoketa River, which will need additional stormwater capacity as the area continues to grow.

I recommend that the City use Local Option Sales Tax (LOST) funds to pay for this purchase. The purchase is not included in the current fiscal year budget, so it will require a budget amendment.

Because this is a real estate purchase, Iowa Code Chapter 73A requires the City to hold a public hearing before Council can approve the purchase agreement. Resolution No. 59-26, on tonight's agenda, schedules the hearing for July 20, 2026, at 6:00 PM at the Memorial Building. If Council adopts that resolution, notice of the hearing will be published at least ten days before the meeting, as required by law.

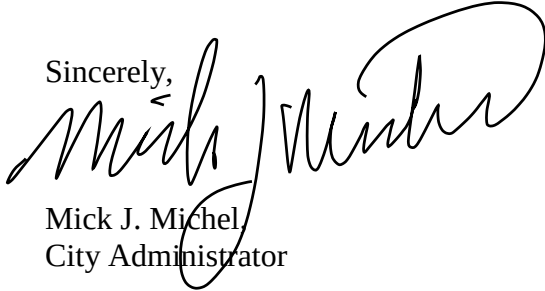
340 1st Avenue East | Dyersville, IA 52040
563.875.7724 | mmichel@cityofdyersville.com
www.cityofdyersville.com



I recommend the City move forward with this purchase. The price is very reasonable compared to previous land purchases within the area, the location solves two real needs at once, and securing the ground now protects the City from losing it to another buyer while these needs continue to grow.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Mick J. Michel". The signature is fluid and cursive, with a large loop at the end.

Mick J. Michel
City Administrator

Dubuque County, IA

Summary

Parcel ID 0731260002
Alternate ID
Property Address N/A
Sec/Twp/Rng N/A
Brief Tax Description LOT 20 ARBOR COURT;
(Note: Not to be used on legal documents)
Deed Book/Page 28336-03 (10/17/2003)
Contract Book/Page
Gross Acres 5.44
Net Acres 5.44
Class A - Agriculture
(Note: This is for tax purposes only. Not to be used for zoning.)
District DYEWA - DYERSVILLE CITY AG/WESTERN DBQ SCH
School District WESTERN DUBUQUE SCHOOL DISTRICT

Owners

Deed Holder
 Hoeger, Alana Etal
[513 6th Ave NE](#)
 Dyersville IA 52040

[Bockenstedt, Cindy](#)

Deflieger, Chester
Contract Holder
Mailing Address
 Hoeger, Alana Etal
 513 6th Ave NE
 Dyersville IA 52040

Valuation

	2026	2025	2024	2023
Classification	Agriculture	Agriculture	Agriculture	Agriculture
+ Assessed Land Value	\$6,296	\$6,296	\$4,736	\$4,736
+ Assessed Building Value	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$6,296	\$6,296	\$4,736	\$4,736
- Exempt Value	\$0	\$0	\$0	\$0
= Net Assessed Value	\$6,296	\$6,296	\$4,736	\$4,736

Tax Statements

2025 (PDF)

2024 Tax Statements

2024 (PDF)

Taxation

	2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024
+ Taxable Land Value	\$3,498	\$3,402	\$3,418
+ Taxable Building Value	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0
= Gross Taxable Value	\$3,498	\$3,402	\$3,418
- Homestead 65+ Exemption	\$0	\$0	\$0
- Military Exemption	\$0	\$0	\$0
= Net Taxable Value	\$3,498	\$3,402	\$3,418
x Levy Rate (per \$1000 of value)	21.25855	20.94818	20.83172
= Gross Taxes Due	\$74.36	\$71.27	\$71.20
- Ag Land Credit	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00

	2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$74.00	\$72.00	\$72.00

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	\$37	Yes	9/3/2025	442269
	September 2025	\$37	Yes	9/3/2025	
2023	March 2025	\$36	Yes	9/6/2024	336045
	September 2024	\$36	Yes	9/6/2024	
2022	March 2024	\$36	Yes	8/23/2023	232880
	September 2023	\$36	Yes	8/23/2023	
2021	March 2023	\$34	Yes	9/6/2022	144546
	September 2022	\$34	Yes	9/6/2022	

Show Deed/Contract

[Show Deed/Contract](#)

Dubuque County Tax Credit Applications

[Apply for Homestead, Military, or Sales Questionnaire](#)

No data available for the following modules: Exempt Acres, Land, Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Permits, Sales, County Treasurer Notes, Tax Sale Certificates, Photos, Sketches, City of Dubuque Tax Credit Applications.

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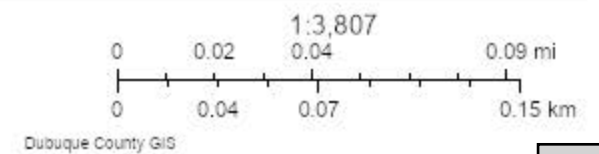
Contact Us

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RESOLUTION NO. 60-26**A RESOLUTION APPROVING THE IOWA DEPARTMENT OF TRANSPORTATION
FEDERAL-AID AGREEMENT FOR A COMPETITIVE HIGHWAY BRIDGE
PROGRAM PROJECT AND AUTHORIZING THE MAYOR TO SIGN**

WHEREAS, Iowa Code Sections 306A.7 and 307.44 authorize the City of Dyersville and the Iowa Department of Transportation to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds; and

WHEREAS, the Iowa Department of Transportation was awarded Federal Fiscal Year 2024 Competitive Highway Bridge Program funding and has offered the City of Dyersville a Federal-aid Agreement, identified as Iowa Department of Transportation Agreement No. 6-26-CHBP-025 and Project No. BRM-CHBP-2160(619)--NB-31, for the replacement or rehabilitation of the bridge located on 3rd Avenue SE over the North Fork of the Maquoketa River, identified as FHWA Structure Number 004305; and

WHEREAS, under the Agreement the City of Dyersville will serve as the lead local governmental agency responsible for the project development, construction inspection, and completion of the bridge project, which carries a preliminary estimated total cost of \$1,777,900; and

WHEREAS, under the Agreement the City of Dyersville will be reimbursed from Competitive Highway Bridge Program funds at eighty percent (80%) of eligible construction costs incurred after the effective date of the Agreement, up to a maximum of \$1,422,320, and the City will be responsible for the required twenty percent (20%) match and for all project costs not reimbursed under the Agreement; and

WHEREAS, the bridge project will be bundled with two other bridge projects in Jackson County and Dubuque County and let to contract through the Iowa Department of Transportation, and must be let to contract by September 30, 2027, or the Agreement becomes null and void; and

WHEREAS, the Agreement requires that the City's execution be authorized by a formal resolution duly passed and adopted by the City Council, and the City Council finds that entering into the Agreement is in the best interest of the City of Dyersville and its residents.

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

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Dyersville, Iowa, approves the Iowa Department of Transportation Federal-aid Agreement for a Competitive Highway Bridge Program Project, identified as Iowa Department of Transportation Agreement No. 6-26-CHBP-025 and Project No. BRM-CHBP-2160(619)--NB-31, in substantially the form presented to the Council.

SECTION 2. AUTHORIZATION TO SIGN. The Mayor is authorized to execute the Agreement on behalf of the City of Dyersville, and the City Clerk/Treasurer is directed to attest the Agreement and to certify the Mayor's authority to sign as provided in the Agreement.

SECTION 3. IMPLEMENTATION. The City Administrator is directed to take all actions necessary to carry out the Agreement, including submission of the executed Agreement to the Iowa Department of Transportation and coordination of the bridge project through the Department's letting process.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND APPROVED this 6th day of July, 2026.

CITY OF DYERSVILLE, IOWA

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk/Treasurer

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Competitive Highway Bridge Program (CHBP) Project**

Recipient: City of Dyersville

Project No: BRM-CHBP-2160(619)--NB-31

Iowa DOT Agreement No: 6-26-CHBP-025

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Dyersville, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The DEPARTMENT, in conjunction with various counties and cities in Iowa, submitted a grant application (Agreement No. 2025-16-064) for Competitive Highway Bridge Program (CHBP) funding, dated March 5, 2025, in accordance with Iowa Code Section 28E. The DEPARTMENT was subsequently awarded CHBP funding for Federal Fiscal Year 2024.

The Federal Fiscal Year 2024 Competitive Highway Bridge Program (CHBP) funding was made available by Division F, Section 126, of the Consolidated Appropriations Act, 2024 (Pub. L. 118-42), and a Full-year Continuing Appropriations and Extension Act, 2025 (Pub. L. 119-4), which appropriated \$250 million to be awarded by the United States Department of Transportation for a competitive highway bridge program. Federal funds are available for replacement or rehabilitation of specific bridges, which were included in the grant application and made a part of Iowa's \$34,690,656 Grant Award. The highway bridge replacement or rehabilitation projects included in the grant application demonstrate cost savings by the bundling of multiple highway bridge projects on a single construction contract.

In addition, the Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as Highway Bridge Program (HBP) funds. In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this Agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide Competitive Highway Bridge Program funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this Agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this Agreement.
2. All notices required under this Agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person shall be the Local Systems Federal Grant Engineer, Jacob Page. The RECIPIENT's contact person shall be the City of Dyersville City Engineer, John Wandsnider.
3. The RECIPIENT shall be responsible for the project development, construction inspection, and completion of the following bridge project:
 - A. FHWA Structure Number: 004305
 - B. Location: In the city of Dyersville, On 3rd Ave SE, Over North Fork of Maquoketa River
 - C. Project number: BRM-CHBP-2160(619)--NB-31
 - D. Preliminary Estimated Total Cost: \$1,777,900

4. The RECIPIENT shall “bundle” or “tie” the above listed project to the following project(s) via the DEPARTMENT’s Contracts and Specifications Bureau’s letting process:
 - A. FHWA Structure Number: 193040 in Jackson County
 - B. Location: On 578TH AVE, Over SCHRAMLING CREEK, S35 T84 R06E
 - C. Project number: BROSCBHP-C049(105)--NC-49
 - D. Preliminary Estimated Total Cost: \$660,000And;
 - E. FHWA Structure Number: 148160 in Dubuque County
 - F. Location: On FLANNAGAN RD, Over CREEK, S13 T90N R01W
 - G. Project number: BROSCBHP-C031(134)--NC-31
 - H. Preliminary Estimated Total Cost: \$550,000
5. The eligible project construction limits shall include the bridge plus grading and/or paving to reach “touchdown points” as determined by the DEPARTMENT (refer to Local Systems Instructional Memorandum [1.100](#)). Within the eligible project construction limits, eligible project activities will be limited to construction.
6. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, and fees or interest associated with bonds or loans are not eligible.
7. The RECIPIENT shall let the project(s) for bids through the DEPARTMENT.
8. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from CHBP funds at a ratio of 80% of the eligible construction costs incurred after the effective date of this Agreement, up to a maximum of \$1,422,320.
9. Upon expending the allocated CHBP funds and the required 20% Farm to Market (FM) or local match funds, up to 100% of the remaining eligible construction costs (if applicable), incurred after the effective date of this Agreement, may be reimbursed with up to 80% Federal-aid HBP funds and 20% HBP Federal-aid Swap match funds. Reimbursed costs will be limited to HBP funds that are made available to the RECIPIENT at the time this Agreement is fully executed.
10. The RECIPIENT shall pay for all project costs not reimbursed with CHBP funds, County HBP funds, County Bridge Construction funds, City HBP funds, STBG funds, or Farm to Market funds.
11. The project(s) shall be let to contract by September 30, 2027. If not, this Agreement shall become null and void. The project(s) shall be paid in full by September 30, 2032, or the amount not paid will be de-obligated.
12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this Agreement are not assignable without the prior written consent of the DEPARTMENT.
13. Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects, which is attached hereto and by this reference is incorporated into this Agreement.
14. If any part of this Agreement is found to be void and unenforceable, the remaining provisions of this Agreement shall remain in effect.
15. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.

16. This Agreement and attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this Agreement are not binding, and neither party has relied upon conflicting representations in entering into this Agreement. Any change or alteration to the terms of this Agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 6-26-CHBP-025 as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____
Title of City Official

I, _____, certify that I am the City Clerk of Dyersville, and
that _____, who signed said Agreement for and on behalf of the city was duly
authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the
_____ day of _____, 20____.

Signed _____ Date _____, 20____

City Clerk of Dyersville, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By _____ Date _____, 20____
Nicole Moore, P.E.
Director, Local Systems

EXHIBIT 1**General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the [Iowa DOT Design Manual](#).
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's [DBE program](#), as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming and Federal Authorization

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau [Local Public Agency Manual](#). The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the DEPARTMENT'S [Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System](#) for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT'S [Policy for Accommodating and Adjustment of Utilities on Primary Road System](#). The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT'S Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification ([Form 730002](#)) to the DEPARTMENT in accordance with [I.M. 3.710](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

7. Construction

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly. The RECIPIENT shall follow [I.M. 6.020](#) Payment and Reimbursement Processes for requesting reimbursement.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the

RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.



City of Dyersville
City Administrator's Office

July 1, 2026

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

RE: Resolution No. 60-26 – Approval of the Iowa DOT Federal-Aid Agreement for the 3rd Avenue Bridge Project (Competitive Highway Bridge Program)

Dear Honorable Mayor Jacque and Council Members:

I am writing in support of Resolution No. 60-26. The resolution approves a Federal-aid Agreement with the Iowa Department of Transportation (Iowa DOT). The agreement allocates federal grant funds to the 3rd Avenue bridge project. The resolution also authorizes the Mayor to sign. This is the next step in a project the Council has been working on for more than a year.

The 3rd Avenue bridge crosses the North Fork Maquoketa River. It was built in 1967. The 2024 bridge inspection rated it as Poor. The deck is cracking, and the steel is rusting. The bridge has reached the end of its useful life and needs to be replaced.

On February 17, 2025, the Council approved Resolution No. 26-25, which joined the City with Iowa DOT and two partners in a joint grant request. The grant program is the Competitive Highway Bridge Program (CHBP). The City is one of three partners in Bridge Bundle 5, along with Dubuque County and Jackson County. The grant has now been awarded. In May 2026, the Council approved Resolution No. 50-26 for the design contract with WHKS & Co. This Federal-aid Agreement is the next step and sets the terms for the federal funds.

Under the agreement, the City is the lead local agency for the bridge. The City oversees project development, construction inspection, and completion. The Dyersville bridge will be bundled with the Dubuque County and Jackson County bridges. The bundle will be bid out through Iowa DOT.

The agreement sets the preliminary estimated cost of the Dyersville bridge at \$1,777,900. The CHBP grant reimburses 80% of eligible construction costs, capped at \$1,422,320. The City pays the twenty percent match. Based on the current estimate, the City's match is about \$355,580. The

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563.875.7724 | mmichel@cityofdiersville.com
www.cityofdiersville.com



City also pays for costs the grant does not cover, including design, right-of-way, and administration.

The design work is already under contract with WHKS & Co. The not-to-exceed fee is \$122,300 (Resolution No. 50-26). The funding source for the City's share will be determined as the project moves toward bid letting in Fiscal Year 2027. Approving this agreement now does not lock in a funding source for the construction match. It keeps the project on schedule and protects the federal grant award.

Federal rules require the project to be under contract by September 30, 2027. The project must be paid in full by September 30, 2032. If the project is not under contract by the 2027 deadline, the agreement is null and void. Signing the agreement now keeps the project on track and protects the City's right to the grant funds.

I recommend that the Council approve Resolution No. 60-26. The resolution approves the Iowa DOT Federal-Aid Agreement (Iowa DOT Agreement No. 6-26-CHBP-025) for the 3rd Avenue Bridge Project and authorizes the Mayor to sign.

Please let me know if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mick Michel', written over a horizontal line.

Mick J. Michel
City Administrator



Dyersville, IA

Item 22.

Expense Approval Register

12342 - 07-06-2026 Bills - Special AP Automation

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 430 - PARKS					
OBERBROECKLING, SANDY	Apr/May/Jun 2026	Cell Phone Reimbursement	001-5-430-4-63730	TELEPHONE	30.00
				Department 430 - PARKS Total:	30.00
				Fund 001 - GENERAL FUND Total:	30.00
				Grand Total:	30.00

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	30.00
Grand Total:	30.00

Account Summary

Account Number	Account Name	Expense Amount
001-5-430-4-63730	TELEPHONE	30.00
Grand Total:		30.00

Project Account Summary

Project Account Key	Expense Amount
None	30.00
Grand Total:	30.00