



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 - February 16, 2026
- 3. Approve Minutes** - Budget Work Session - February 16, 2026
- 4. Approve Minutes** - Budget Work Session - February 23, 2026
- 5. Receive & File Minutes** Parks & Recreation Meeting - February 23, 2026
- 6. Request** from James Kennedy Public Library to close the library parking lot to display big work trucks for Public Works Week from 8 P.M. June 9, 2026 to 1 P.M. on June 10, 2026
- 7. Request** from Beckman Catholic High School to hold a concert "Under the Stadium Lights" at the Beckman Catholic High School Football Field on Saturday, May 30, 2026
- 8. Receive & File** 2026 Residential Spring Clean Up Notice
- 9. Receive & File** Notice to Destroy Weeds and Undesirable Vegetation
- 10. Receive & File** Application of BUILD Grant 2026
- 11. Miscellaneous Correspondence** Greater Dubuque Development Corporation - February 2026
- 12. Miscellaneous Correspondence** Keep Iowa Beautiful - February 2026

ACTION ITEMS

- 13. Set date for Public Hearing** on Proposed Property Tax Levy Fiscal Year July 1, 2026 - June 30, 2027. Set date for March 23, 2026 at 6:00 pm.
- 14. Resolution No. 16-26** endorsing the resurfacing of 2nd Avenue SE from 18th Street SE to the Corporate Limits Project and agreeing to maintenance of the project
- 15. Resolution No. 17-26** execution of a maintenance and repair of primary roads agreement with the Iowa Department of Transportation
- 16. Resolution No. 18-26** execution of an off-duty management services agreement with Off Duty Management, Inc.
- 17. Resolution No. 19-26** approving agreement for Engineering Services between the City of Dyersville and Origin Design Company
- 18. Discussion** on Sewer Back-Up 822 1st St SW
- 19. Discussion and Possible Action** on Olde Castle Water & Sewer Extension
- 20. Proclamation** declaring March 14, 2026 be observed as the Feast Day of St. Patrick in Dyersville, Iowa

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT02165 - 03.02.2026 Bills List - AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
STREICHER'S	I1809841	Uniform Jacket	001-5-110-1-61802	DUPONT UNIFORMS	157.00
JENNY L WEISS PLLC	00148	Legal Fees - Citations	001-5-110-1-64110	LEGAL FEES	565.50
PITNEY BOWES	3322054921	Postage Machine Lease	001-5-110-1-65060	OFFICE SUPPLIES	15.93
QUILL CORPORATION	47793126	Address Labels	001-5-110-1-65060	OFFICE SUPPLIES	12.50
Department 110 - POLICE Total:					750.93
Department: 150 - FIRE					
DELAWARE COUNTY FIREFIG...	2	Membership Dues	001-5-150-1-62100	DUES/SUBSCRIPTIONS	25.00
RACOM CORPORATION	INV42011	Antenna	001-5-150-1-62100	DUES/SUBSCRIPTIONS	145.80
RACOM CORPORATION	INV42019	Charger	001-5-150-1-62100	DUES/SUBSCRIPTIONS	46.80
BI-COUNTY AMBULANCE	17	Medical Supplies	001-5-150-1-65407	DEPARTMENT SUPPLIES	196.74
DUBUQUE FIRE EQUIPMENT ...	210843	Fire Extinguisher Inspection	001-5-150-1-65407	DEPARTMENT SUPPLIES	92.25
Department 150 - FIRE Total:					506.59
Department: 180 - MISC. COMMUNITY PROTECTION					
PRIER REFRIGERATION & MA...	1501	Check/Fix Toilet	001-5-180-1-64307	AMBULANCE	115.69
CRESCENT ELECTRIC SUPPLY	S513830287.001	Lighting Template - Street Li...	001-5-180-1-67273	OTHER EQUIPMENT	480.00
Department 180 - MISC. COMMUNITY PROTECTION Total:					595.69
Department: 210 - TRANSPORTATION					
GIANT WASH	26043	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	26050	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	26055	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
PICTOMETRY INT'L	US449830	Pictometry Connect	001-5-210-2-62100	DUES/SUBSCRIPTIONS	662.50
JOHN DEERE FINANCIAL	6082577	Diesel Fluid	001-5-210-2-63320	VEHICLE REPAIRS	79.95
ESRI	9001967763	Maintenance & License	001-5-210-2-64322	CONTRACTED SERVICES	4,125.00
NAPA AUTO PARTS	181306 Dup	Alarm - Payment not received	001-5-210-2-65407	DEPARTMENT SUPPLIES	46.99
ACE HARDWARE	271598	Bolts - Hoop Bldg	001-5-210-2-65407	DEPARTMENT SUPPLIES	36.91
ACE HARDWARE	271674	Fasteners/Seals/Locknuts/Ta...	001-5-210-2-65407	DEPARTMENT SUPPLIES	24.46
ACE HARDWARE	271742	Strap - Hoop Building	001-5-210-2-65407	DEPARTMENT SUPPLIES	3.15
JOHN DEERE FINANCIAL	6077646	Saw Blades/Bolts - Hoop Buil...	001-5-210-2-65407	DEPARTMENT SUPPLIES	17.08
JOHN DEERE FINANCIAL	6080550	Coupling/Fitting/Reducer - H...	001-5-210-2-65407	DEPARTMENT SUPPLIES	10.16
CRESCENT ELECTRIC SUPPLY	S513897514.001	Conduit hangers/Adapters/C...	001-5-210-2-65407	DEPARTMENT SUPPLIES	33.42
CRESCENT ELECTRIC SUPPLY	S513900658.001	Wire - Hoop Building	001-5-210-2-65407	DEPARTMENT SUPPLIES	5,278.03
CRESCENT ELECTRIC SUPPLY	S513900683.001	Elbow - Hoop Bldg	001-5-210-2-65407	DEPARTMENT SUPPLIES	11.16
CRESCENT ELECTRIC SUPPLY	S513904143.001	Lubricant - Hoop Building	001-5-210-2-65407	DEPARTMENT SUPPLIES	18.14
CRESCENT ELECTRIC SUPPLY	S513908329.001	Cooper Lighting/Supplies - H...	001-5-210-2-65407	DEPARTMENT SUPPLIES	247.62
MANCHESTER SIGNS	29270	Truck City Logo	001-5-210-2-67270	NEW EQUIPMENT	143.25
Department 210 - TRANSPORTATION Total:					10,744.93
Department: 410 - LIBRARY					
GIANT WASH	26043	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	13.12
GIANT WASH	26050	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	2.37
GIANT WASH	26055	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	13.12
PITNEY BOWES	3322054921	Postage Machine Lease	001-5-410-4-65060	OFFICE SUPPLIES	31.86
Department 410 - LIBRARY Total:					60.47
Department: 430 - PARKS					
ACE HARDWARE	271628	Cableties/Rapidfuse	001-5-430-4-65407	DEPARTMENT SUPPLIES	17.58
Department 430 - PARKS Total:					17.58
Department: 445 - AQUATIC CENTER					
J & R SUPPLY	2602090-IN	Gaskets	001-5-445-4-63327	MAINTENANCE	44.00
JOHN DEERE FINANCIAL	6081138	Bolts/Nuts/Washers	001-5-445-4-63327	MAINTENANCE	26.40
USA BLUE BOOK	INV00968653	Flange/Adapter/Coupling	001-5-445-4-63327	MAINTENANCE	114.29
Department 445 - AQUATIC CENTER Total:					184.69

Expense Approval Register

Packet: APPKT02165 - 03.02.202

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Department: 460 - COMMUNITY CENTER					
TJ CLEANING SERVICES	02.19.26 Soc Ctr	Cleaning Services Wk of 02.1...	001-5-460-4-64322	CONTRACTED SERVICES	162.50
GIANT WASH	26043	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
GIANT WASH	26050	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	2.37
GIANT WASH	26055	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
Department 460 - COMMUNITY CENTER Total:					191.11
Department: 620 - CLERK, TREAS & FINANCE					
PITNEY BOWES	3322054921	Postage Machine Lease	001-5-620-6-65060	OFFICE SUPPLIES	15.93
Department 620 - CLERK, TREAS & FINANCE Total:					15.93
Department: 640 - CITY ATTORNEY					
JENNY L WEISS PLLC	00145	Legal Fees - Dbq Co Matter	001-5-640-6-64110	LEGAL FEES	136.50
JENNY L WEISS PLLC	00146	Legal Fees - General Matters	001-5-640-6-64110	LEGAL FEES	1,930.50
JENNY L WEISS PLLC	00147	Legal Fees - Schmitt Const	001-5-640-6-64110	LEGAL FEES	195.00
JENNY L WEISS PLLC	00148	Legal Fees - Citations	001-5-640-6-64110	LEGAL FEES	234.00
Department 640 - CITY ATTORNEY Total:					2,496.00
Department: 650 - CITY HALL & GEN BLDGS					
TJ CLEANING SERVICES	02.19.26 City	Cleaning Services Wk of 02.1...	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
MM MECHANICAL	i8890	Hot Water Heater Repair - 8...	001-5-650-6-63100	BUILDING MAINTENANCE	168.41
HEARTLAND BUSINESS SYST...	865892-H	Mitel Collaboration	001-5-650-6-63730	TELEPHONE	292.50
BI-COUNTY AMBULANCE	19	AED Pads	001-5-650-6-65412	BUILDING SUPPLIES	63.99
GIANT WASH	26043	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	13.12
GIANT WASH	26050	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	25.61
GIANT WASH	26055	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	13.12
Department 650 - CITY HALL & GEN BLDGS Total:					826.75
Department: 670 - OTHER GENERAL GOVT					
PICTOMETRY INT'L	US449830	Pictometry Connect	001-5-670-6-62100	DUES/SUBSCRIPTIONS	662.50
ESRI	9001967763	Maintenance & License	001-5-670-6-64316	CONTRACTS	4,125.00
Department 670 - OTHER GENERAL GOVT Total:					4,787.50
Fund 001 - GENERAL FUND Total:					21,178.17
Fund: 135 - DYERSVILLE TIF DIST FUND					
Department: 700 - DEBT SERVICE					
KOELKER PLASTICS	43-17 2026	Tax Rebate	135-5-700-5-68018	TAX REBATE	5,849.50
DECKER CONCRETE	63-16 2026	Tax Rebate	135-5-700-5-68018	TAX REBATE	51,517.81
ADVANCED PROPERTIES LLC	75-20 2026	Tax Rebate (Zero Zone)	135-5-700-5-68018	TAX REBATE	197,061.62
Department 700 - DEBT SERVICE Total:					254,428.93
Fund 135 - DYERSVILLE TIF DIST FUND Total:					254,428.93
Fund: 301 - CAPITAL PROJECTS FUND					
Department: 723 - CAPITAL PROJECT					
ENDEAVOR CIVIL ENGINEERI...	1	Survey/Drafting - Olde Castle...	301-5-723-8-64063	ENGINEERS FEES	605.00
ENDEAVOR CIVIL ENGINEERI...	1	Survey/Drafting - 1st Ave W	301-5-723-8-64063	ENGINEERS FEES	1,265.00
COMMUNICATIONS ENGINE...	461191	Single Fiber Transceiver	301-5-723-8-64322	CONTRACTED SERVICES	221.65
COMMUNICATIONS ENGINE...	461193	Single Fiber Transceivers	301-5-723-8-64322	CONTRACTED SERVICES	209.10
Department 723 - CAPITAL PROJECT Total:					2,300.75
Fund 301 - CAPITAL PROJECTS FUND Total:					2,300.75
Fund: 600 - WATER FUND					
Department: 810 - WATER					
GIANT WASH	26043	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	14.58
GIANT WASH	26050	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	16.62
GIANT WASH	26055	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	17.91
GIANT WASH	26043	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
GIANT WASH	26050	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
GIANT WASH	26055	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
PICTOMETRY INT'L	US449830	Pictometry Connect	600-5-810-9-62100	DUES/SUBSCRIPTIONS	662.50
J & R SUPPLY	2602072-IN	Wraparound - 9th Ave SE Ma...	600-5-810-9-63325	WATER MAIN MISC REPAIRS	166.00
ESRI	9001967763	Maintenance & License	600-5-810-9-64316	CONTRACTS	4,125.00
QUILL CORPORATION	47793126	Address Labels	600-5-810-9-65060	OFFICE SUPPLIES	12.49
NAPA AUTO PARTS	178139 Dup	Steering Wheel Cover - Paym...	600-5-810-9-65407	DEPARTMENT SUPPLIES	19.49

Expense Approval Register

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
J & R SUPPLY	2602089-IN	Screw Extensions - Valve Rep...	600-5-810-9-65407	DEPARTMENT SUPPLIES	309.00
PFEILER ELECTRIC	2977	Replacement Contacter	600-5-810-9-65407	DEPARTMENT SUPPLIES	291.66
JOHN DEERE FINANCIAL	6083159	Propane/Elbows	600-5-810-9-65407	DEPARTMENT SUPPLIES	11.97
CRESCENT ELECTRIC SUPPLY	S513766552.002	Supplies Freight Charges - T...	600-5-810-9-65407	DEPARTMENT SUPPLIES	24.81
FERGUSON WATERWORKS #...	0545674	Water Meter	600-5-810-9-67814	WATER METERS	1,364.01
FERGUSON WATERWORKS #...	0545675	Water Meter	600-5-810-9-67814	WATER METERS	1,361.09
FERGUSON WATERWORKS #...	0545798	Water Meter	600-5-810-9-67814	WATER METERS	1,361.09
				Department 810 - WATER Total:	9,765.33
				Fund 600 - WATER FUND Total:	9,765.33

Fund: 610 - SEWER FUND

Department: 815 - SEWER

GIANT WASH	26043	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	26050	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	26055	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	26043	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	18.65
GIANT WASH	26050	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	16.62
GIANT WASH	26055	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	15.32
PICTOMETRY INT'L	US449830	Pictometry Connect	610-5-815-9-62100	DUES/SUBSCRIPTIONS	662.50
JEFF'S AUTO SERVICE	173424	Oil Change/Filters	610-5-815-9-63320	VEHICLE REPAIRS	483.32
ESRI	9001967763	Maintenance & License	610-5-815-9-64316	CONTRACTS	4,125.00
AUTOMATIC SYSTEMS CO	044630	Intrinsically Safe Barrier	610-5-815-9-65407	DEPARTMENT SUPPLIES	359.44
AUTOMATIC SYSTEMS CO	044680	Disconnect Switch/Travel/Se...	610-5-815-9-65407	DEPARTMENT SUPPLIES	2,706.20
ACE HARDWARE	271692	Cleaner/Fasteners	610-5-815-9-65407	DEPARTMENT SUPPLIES	11.30
ACE HARDWARE	271743	Test Plug Slip	610-5-815-9-65407	DEPARTMENT SUPPLIES	17.58
JOHN DEERE FINANCIAL	6077048	Towels/Valve/Cable Ties/Glo...	610-5-815-9-65407	DEPARTMENT SUPPLIES	88.40
JOHN DEERE FINANCIAL	6080963	Wrench/Nuts/Bolts/Washers	610-5-815-9-65407	DEPARTMENT SUPPLIES	38.91
JOHN DEERE FINANCIAL	6082451	Space Heater	610-5-815-9-65407	DEPARTMENT SUPPLIES	49.98
EMS INDUSTRIAL INC	958380	Terminal/Control	610-5-815-9-65407	DEPARTMENT SUPPLIES	237.56
				Department 815 - SEWER Total:	8,837.89
				Fund 610 - SEWER FUND Total:	8,837.89
				Grand Total:	296,511.07

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	21,178.17
135 - DYERSVILLE TIF DIST FUND	254,428.93
301 - CAPITAL PROJECTS FUND	2,300.75
600 - WATER FUND	9,765.33
610 - SEWER FUND	8,837.89
Grand Total:	296,511.07

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61802	DUPONT UNIFORMS	157.00
001-5-110-1-64110	LEGAL FEES	565.50
001-5-110-1-65060	OFFICE SUPPLIES	28.43
001-5-150-1-62100	DUES/SUBSCRIPTIONS	217.60
001-5-150-1-65407	DEPARTMENT SUPPLIES	288.99
001-5-180-1-64307	AMBULANCE	115.69
001-5-180-1-67273	OTHER EQUIPMENT	480.00
001-5-210-2-61806	LUECK UNIFORMS	7.11
001-5-210-2-62100	DUES/SUBSCRIPTIONS	662.50
001-5-210-2-63320	VEHICLE REPAIRS	79.95
001-5-210-2-64322	CONTRACTED SERVICES	4,125.00
001-5-210-2-65407	DEPARTMENT SUPPLIES	5,727.12
001-5-210-2-67270	NEW EQUIPMENT	143.25
001-5-410-4-65060	OFFICE SUPPLIES	60.47
001-5-430-4-65407	DEPARTMENT SUPPLIES	17.58
001-5-445-4-63327	MAINTENANCE	184.69
001-5-460-4-64322	CONTRACTED SERVICES	191.11
001-5-620-6-65060	OFFICE SUPPLIES	15.93
001-5-640-6-64110	LEGAL FEES	2,496.00
001-5-650-6-63100	BUILDING MAINTENANCE	418.41
001-5-650-6-63730	TELEPHONE	292.50
001-5-650-6-65412	BUILDING SUPPLIES	115.84
001-5-670-6-62100	DUES/SUBSCRIPTIONS	662.50
001-5-670-6-64316	CONTRACTS	4,125.00
135-5-700-5-68018	TAX REBATE	254,428.93
301-5-723-8-64063	ENGINEERS FEES	1,870.00
301-5-723-8-64322	CONTRACTED SERVICES	430.75
600-5-810-9-61809	RECKER UNIFORMS	49.11
600-5-810-9-61814	HERBERS UNIFORMS	7.11
600-5-810-9-62100	DUES/SUBSCRIPTIONS	662.50
600-5-810-9-63325	WATER MAIN MISC REPA..	166.00
600-5-810-9-64316	CONTRACTS	4,125.00
600-5-810-9-65060	OFFICE SUPPLIES	12.49
600-5-810-9-65407	DEPARTMENT SUPPLIES	656.93
600-5-810-9-67814	WATER METERS	4,086.19
610-5-815-9-61810	MENKE UNIFORMS	7.11
610-5-815-9-61813	REICHER UNIFORMS	50.59
610-5-815-9-62100	DUES/SUBSCRIPTIONS	662.50
610-5-815-9-63320	VEHICLE REPAIRS	483.32
610-5-815-9-64316	CONTRACTS	4,125.00
610-5-815-9-65407	DEPARTMENT SUPPLIES	3,509.37
Grand Total:		296,511.07

Project Account Summary

Project Account Key	Expense Amount
None	296,511.07
Grand Total:	296,511.07



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT02166 - 03.02.2026 Bills List - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
RELIANCE STANDARD	March 26	Police Insurance	001-5-110-1-61500	GROUP INSURANCE	310.14
ALLIANT ENERGY	02.12.26 Group	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	64.84
WINDSTREAM	02.18.2026	Police Phone	001-5-110-1-63730	TELEPHONE	135.20
PREFERRED HEALTH CHOICES...	0000008855	HRA Admin	001-5-110-1-64080	INSURANCE PREMIUM	35.00
Department 110 - POLICE Total:					545.18
Department: 130 - EMERGENCY MANAGEMENT					
MAQUOKETA VALLEY ELECTR...	02.09.26 B	Tornado Siren Electricity	001-5-130-1-67275	EMERGENCY EQUIPMENT	53.20
Department 130 - EMERGENCY MANAGEMENT Total:					53.20
Department: 150 - FIRE					
POSTMASTER	03.2026	Post Office Box	001-5-150-1-62100	DUES/SUBSCRIPTIONS	106.00
MAQUOKETA VALLEY ELECTR...	02.09.26 B	Fire - Electricity	001-5-150-1-63710	ELECTRICITY	555.55
XSTREAM / MEDIACOM	02.2026	Cable Service	001-5-150-1-63730	TELEPHONE	96.68
Department 150 - FIRE Total:					758.23
Department: 180 - MISC. COMMUNITY PROTECTION					
MAQUOKETA VALLEY ELECTR...	02.09.26 B	Street Lights 2 Electricity	001-5-180-1-63710	ELECTRICITY	71.01
MAQUOKETA VALLEY ELECTR...	02.09.26 B	Stop Lights Electricity	001-5-180-1-63710	ELECTRICITY	56.28
MAQUOKETA VALLEY ELECTR...	02.09.26 B	Street Light Electricity	001-5-180-1-63710	ELECTRICITY	151.51
MAQUOKETA VALLEY ELECTR...	02.09.26 B	Field of Dreams Electricity	001-5-180-1-63710	ELECTRICITY	80.57
MAQUOKETA VALLEY ELECTR...	02.09.26 B	Castle Hill Lights Electricity	001-5-180-1-63710	ELECTRICITY	60.38
ALLIANT ENERGY	02.12.26 Group	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	198.21
Department 180 - MISC. COMMUNITY PROTECTION Total:					617.96
Department: 210 - TRANSPORTATION					
RELIANCE STANDARD	March 26	Public Works Insurance	001-5-210-2-61500	GROUP INSURANCE	82.22
AMERICAN WATER WORKS A...	02.2026	Membership	001-5-210-2-62100	DUES/SUBSCRIPTIONS	298.00
PREFERRED HEALTH CHOICES...	0000008855	HRA Admin	001-5-210-2-64080	INSURANCE PREMIUM	5.95
Department 210 - TRANSPORTATION Total:					386.17
Department: 410 - LIBRARY					
RELIANCE STANDARD	March 26	Library Insurance	001-5-410-4-61500	GROUP INSURANCE	108.39
PREFERRED HEALTH CHOICES...	0000008855	HRA Admin	001-5-410-4-64080	INSURANCE PREMIUM	15.00
Department 410 - LIBRARY Total:					123.39
Department: 430 - PARKS					
RELIANCE STANDARD	March 26	Parks Insurance	001-5-430-4-61500	GROUP INSURANCE	25.67
ALLIANT ENERGY	02.12.26 Group	Park Electricity	001-5-430-4-63710	ELECTRICITY	127.35
WINDSTREAM	02.18.2026	Parks Phone	001-5-430-4-63730	TELEPHONE	49.59
PREFERRED HEALTH CHOICES...	0000008855	HRA Admin	001-5-430-4-64080	INSURANCE PREMIUM	2.50
Department 430 - PARKS Total:					205.11
Department: 445 - AQUATIC CENTER					
RELIANCE STANDARD	March 26	Pool Insurance	001-5-445-4-61500	GROUP INSURANCE	25.67
PREFERRED HEALTH CHOICES...	0000008855	HRA Admin	001-5-445-4-64080	INSURANCE PREMIUM	2.50
Department 445 - AQUATIC CENTER Total:					28.17
Department: 460 - COMMUNITY CENTER					
ALLIANT ENERGY	02.12.26 Group	Social Center Electricity	001-5-460-4-63710	ELECTRICITY	51.97
Department 460 - COMMUNITY CENTER Total:					51.97
Department: 610 - MAYOR, COUNCIL & CITY ADM					
RELIANCE STANDARD	March 26	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	March 26	Mayor/Council Insurance	001-5-620-6-61500	GROUP INSURANCE	9.43

Expense Approval Register

Packet: APPKT02166 - 03.02.2026 Item 1. H

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
AUDITOR - STATE OF IOWA	03.2026	Financial Statement / Audit	001-5-620-6-64010	AUDIT	225.00
Department 620 - CLERK, TREAS & FINANCE Total:					234.43
Department: 650 - CITY HALL & GEN BLDGS					
ALLIANT ENERGY	02.12.26	Electricity - 406 13th Ave SE	001-5-650-6-63710	ELECTRICITY	51.29
WINDSTREAM	02.18.2026	City Hall Phone	001-5-650-6-63730	TELEPHONE	263.43
Department 650 - CITY HALL & GEN BLDGS Total:					314.72
Department: 660 - TORT LIABILITY					
PREFERRED HEALTH CHOICES...	0000008855	HRA Admin	001-5-660-6-64080	INSURANCE PREMIUM	1.75
Department 660 - TORT LIABILITY Total:					1.75
Department: 670 - OTHER GENERAL GOVT					
IOWA DEPT OF ADMINISTRAT..	DAS2026073068	Annual Fee - Retirement Club	001-5-670-6-62100	DUES/SUBSCRIPTIONS	50.00
DYERSVILLE AREA CHAMBER...	03.2026 Mtg	Annual Meeting (3)	001-5-670-6-62300	MEETINGS/TRAINING	105.00
Department 670 - OTHER GENERAL GOVT Total:					155.00
Fund 001 - GENERAL FUND Total:					3,520.97
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	02.12.26 Group	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	462.49
Department 180 - MISC. COMMUNITY PROTECTION Total:					462.49
Fund 110 - ROAD USE FUND Total:					462.49
Fund: 600 - WATER FUND					
Department: 810 - WATER					
RELIANCE STANDARD	March 26	Water Insurance	600-5-810-9-61500	GROUP INSURANCE	80.85
AMERICAN WATER WORKS A...	132157	Registration Region 1 Meeting	600-5-810-9-62300	MEETINGS/TRAINING	45.00
AMERICAN WATER WORKS A...	132264	Registration Region 1 Meeting	600-5-810-9-62300	MEETINGS/TRAINING	45.00
PREFERRED HEALTH CHOICES...	0000008855	HRA Admin	600-5-810-9-64080	INSURANCE PREMIUM	14.78
Department 810 - WATER Total:					185.63
Fund 600 - WATER FUND Total:					185.63
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
RELIANCE STANDARD	March 26	Wastewater Insurance	610-5-815-9-61500	GROUP INSURANCE	97.16
AMERICAN WATER WORKS A...	132158	Registration - Region 1 Meet...	610-5-815-9-62300	MEETINGS/TRAINING	45.00
AMERICAN WATER WORKS A...	132160	Registration Region 1 Meeting	610-5-815-9-62300	MEETINGS/TRAINING	45.00
MAQUOKETA VALLEY ELECTR...	02.09.26 B	Ind Park Lift Station Electricity	610-5-815-9-63710	ELECTRICITY	148.05
MAQUOKETA VALLEY ELECTR...	02.09.26 B	Press Building Electricity	610-5-815-9-63710	ELECTRICITY	4,327.61
PREFERRED HEALTH CHOICES...	0000008855	HRA Admin	610-5-815-9-64080	INSURANCE PREMIUM	10.27
Department 815 - SEWER Total:					4,673.09
Fund 610 - SEWER FUND Total:					4,673.09
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
RELIANCE STANDARD	March 26	Solid Waste Insurance	670-5-840-9-61500	GROUP INSURANCE	14.16
MAQUOKETA VALLEY ELECTR...	02.09.26 B	Compost Site Electricity	670-5-840-9-63710	ELECTRICITY	73.04
PREFERRED HEALTH CHOICES...	0000008855	HRA Admin	670-5-840-9-65060	OFFICE SUPPLIES	2.25
Department 840 - SOLID WASTE Total:					89.45
Fund 670 - SOLID WASTE FUND Total:					89.45
Grand Total:					8,931.63

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	3,520.97
110 - ROAD USE FUND	462.49
600 - WATER FUND	185.63
610 - SEWER FUND	4,673.09
670 - SOLID WASTE FUND	89.45
Grand Total:	8,931.63

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61500	GROUP INSURANCE	310.14
001-5-110-1-63710	ELECTRICITY	64.84
001-5-110-1-63730	TELEPHONE	135.20
001-5-110-1-64080	INSURANCE PREMIUM	35.00
001-5-130-1-67275	EMERGENCY EQUIPMENT	53.20
001-5-150-1-62100	DUES/SUBSCRIPTIONS	106.00
001-5-150-1-63710	ELECTRICITY	555.55
001-5-150-1-63730	TELEPHONE	96.68
001-5-180-1-63710	ELECTRICITY	617.96
001-5-210-2-61500	GROUP INSURANCE	82.22
001-5-210-2-62100	DUES/SUBSCRIPTIONS	298.00
001-5-210-2-64080	INSURANCE PREMIUM	5.95
001-5-410-4-61500	GROUP INSURANCE	108.39
001-5-410-4-64080	INSURANCE PREMIUM	15.00
001-5-430-4-61500	GROUP INSURANCE	25.67
001-5-430-4-63710	ELECTRICITY	127.35
001-5-430-4-63730	TELEPHONE	49.59
001-5-430-4-64080	INSURANCE PREMIUM	2.50
001-5-445-4-61500	GROUP INSURANCE	25.67
001-5-445-4-64080	INSURANCE PREMIUM	2.50
001-5-460-4-63710	ELECTRICITY	51.97
001-5-610-6-61500	GROUP INSURANCE	45.69
001-5-620-6-61500	GROUP INSURANCE	9.43
001-5-620-6-64010	AUDIT	225.00
001-5-650-6-63710	ELECTRICITY	51.29
001-5-650-6-63730	TELEPHONE	263.43
001-5-660-6-64080	INSURANCE PREMIUM	1.75
001-5-670-6-62100	DUES/SUBSCRIPTIONS	50.00
001-5-670-6-62300	MEETINGS/TRAINING	105.00
110-5-180-1-63710	ELECTRICITY	462.49
600-5-810-9-61500	GROUP INSURANCE	80.85
600-5-810-9-62300	MEETINGS/TRAINING	90.00
600-5-810-9-64080	INSURANCE PREMIUM	14.78
610-5-815-9-61500	GROUP INSURANCE	97.16
610-5-815-9-62300	MEETINGS/TRAINING	90.00
610-5-815-9-63710	ELECTRICITY	4,475.66
610-5-815-9-64080	INSURANCE PREMIUM	10.27
670-5-840-9-61500	GROUP INSURANCE	14.16
670-5-840-9-63710	ELECTRICITY	73.04
670-5-840-9-65060	OFFICE SUPPLIES	2.25
Grand Total:		8,931.63

Project Account Summary

Project Account Key	Expense Amount
None	8,931.63
Grand Total:	8,931.63



Dyersville, IA

Refund Check Register Refund Check Detail

Item 1.

UBPKT02610 - Refunds 01 UBPKT02609 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-100081-03	Loeffelholz, Lee Ann (Mary)		0	60.64			60.64	Generated From Billing
Total Refunds: 1			Total Refunded Amount:	60.64				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	60.64
Revenue Total:	60.64



MINUTES

CALL TO ORDER – ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member English to approve the February 16, 2026, agenda as amended to move Item 12. Authorize City Administrator to Sign Residential Lease Agreement to an action item Seconded by Council Member Pottebaum.

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

ORAL COMMENTS

Savannah Salow and Quincy Wilgenbusch, 822 1st St SW, expressed concern about a sewer backup that occurred before Christmas and the City's lack of communication.

APPROVAL OF CONSENT AGENDA

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

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

1. Approve Bills; 2. Approve Receipts - December 2025; **3. Approve Receipts** - January 2026; **4. Approve Minutes** City Council Meeting - February 2, 2026; **5. Receive & File Minutes** Planning & Zoning Commission Meeting - February 9, 2026; **6. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - January 13, 2026; **7. Class C Retail Alcohol License** - Rolling Knolls Golf Course; **8. Class E Retail Alcohol License** - HyVee Dyersville Dollar Fresh; **9. Class E Retail Alcohol License** - Fareway Stores; **10. Blasting Permit** Bennett Explosives, Inc - March 2026; **11. Resolution No. 15-26** approving Plat of Survey of Lot 1-1 and Lot 2-1 of K.J. Bries Subdivision. A division of Lot 1 of K.J. Bries Subdivision in Section Twenty-Nine (29), Township Eighty-Nine North, (T89N), Range Two West (R2W) of the Fifth Principal Meridian, in the City of Dyersville, Dubuque County, Iowa; **12. Receive & File** Treasurer's Report - January 2026; **14. Receive & File** Revenue & Expense Report - January 2026; **15. Receive & File** Part-Time Summer Help Advertisement; **16. Receive & File** Dyersville Family Aquatic Center Advertisement; **17. Receive & File** Staff Report - Police - February 2026; **18. Receive & File** Staff Report - Parks & Recreation - February 2026; **19. Receive & File** Staff Report - Library - February 2026; **20. Receive & File** Staff Report - Public Works - February 2026; **21. Receive & File** Staff Report - City Administrator - February 2026. The following bills were approved:

Access Systems	Contract	\$	475.04
Ace Hardware	Supplies	\$	49.37
Allied Systems Inc	Contracted Service	\$	2,520.00
Amazon	Books	\$	4,234.94
Auditor - State of Iowa	Audit	\$	625.00
Batteries Plus Bulbs	Supplies	\$	41.90
Bell Bank Equipment Finance	Lease Payment	\$	4,689.80
Bergan KDV	Financial Statements	\$	20,550.00
Bi-County Disposal Inc	Garbage / Recycling	\$	27,445.00

Blackstone Publishing	Books	\$	167.99
Blue Path Finance FC IV	Solar Energy	\$	1,931.06
Brunsmann, Wayne	Refund	\$	100.00
Capital Sanitary Supply	Supplies	\$	256.44
Carnegie-Stout Public Library	Supplies	\$	19.95
Cengage Learning	Books	\$	313.95
Center Point Publishing	Books	\$	104.04
Clemen, Bev	Refund	\$	100.00
Complete Office of Wisconsin	Supplies	\$	435.65
Computer Doctors Inc	Computer Work	\$	3,354.00
Data443 Risk Mitigation, Inc	Contract	\$	300.96
Demmer Dirt Co	Contracted Service	\$	4,771.00
Dubuque Humane Society	Animal Control	\$	200.00
Dyersville Commercial	Legal Notices/Ads	\$	516.53
Eocene Environmental Group	Professional Services	\$	963.89
Fareway Stores Inc	Program	\$	78.24
FL Krapfl Inc	Contracted Service	\$	6,818.36
Giant Wash	Uniforms/Mats	\$	70.70
Grey House Publishing	Books	\$	190.00
Hansel Cleaning Services LLC	Contract	\$	1,000.00
Hawkins Water Treatment	Supplies	\$	2,099.02
Henderson Truck Equipment	Supplies	\$	2,154.67
Hogan Hansen	Professional Services	\$	7,000.00
Hoopla By Midwest Tape	Program	\$	906.82
Ingram Library Services	Books	\$	2,059.45
Iowa Dept of Public Safety	Subscription	\$	600.00
Iowa One Call	One Call Locates	\$	39.40
Iowa Parks & Recreation Association	Registration	\$	275.00
J & J Lawn Care	Snow Removal	\$	6,437.50
Jay Thier Painting	Contracted Service	\$	5,630.00
JCDUB LLC	Tax Rebate	\$	3,217.93
John Deere Financial	Supplies	\$	40.95
Kanopy Inc	Program	\$	31.00
Kramer-Morris Funeral Home	Refund	\$	100.00
Maiers, Tricia	Reimbursement	\$	40.21
Medical Associates Clinic	Testing	\$	60.00
Microbac Laboratories	Testing	\$	2,398.25
Midwest Breathing Air LLC	Testing	\$	205.25
Morton Salt Inc	Street Salt	\$	5,497.62
One Step	Program	\$	1,871.17
Overdrive	Electronic Media	\$	878.39
Playaway Products	Program	\$	67.89
Polydyne Inc	Supplies	\$	3,114.00
Postmaster	Supplies	\$	122.00
Quill Corporation	Supplies	\$	107.22
Raco Manufacturing	Support Renewal	\$	4,612.50
Rick's Lawn Mowing & Snow Removal	Snow Removal	\$	5,086.00
Secretary of State	Notary Renewal	\$	30.00
TJ Cleaning Services	Cleaning Services	\$	912.50
Unity Point Clinic	Testing	\$	89.00
Verizon Wireless	Phone	\$	21.06
Vierkant, Olivia	Refund	\$	100.00

001 - General Fund	\$ 61,294.84
002 - Library Trust Fund	\$ 4,244.07
110 - Road Use Fund	\$ 8,589.79
112 - Trust and Agency Fund	\$ 400.00
135 - Dyersville TIF Dist Fund	\$ 3,217.93
301 - Capital Projects Fund	\$ 963.89
600 - Water Fund	\$ 16,876.73
610 - Sewer Fund	\$ 15,059.74
670 - Solid Waste Fund	\$ 27,481.62
Grand Total:	\$ 138,128.61

	December Receipts	January Receipts	January Treasurer's Report
001 - General Fund	\$ 125,899.28	\$ 129,516.90	\$ 652,703.43
002 - Library Trust	\$ 5,366.35	\$ 4,085.39	\$ 96,500.36
110 - Road Use Tax	\$ 49,680.14	\$ 51,550.80	\$ 431,180.27
112 - Trust & Agency	\$ 950.00	\$ 1,350.00	\$ 53,161.00
121 - L.O. Sales Tax Reserve	\$ 102,850.23	\$ 67,622.71	\$ 963,636.79
128 - CDBG / Flood Fund	\$ -	\$ -	\$ (474,486.89)
135 - Dyersville TIF Dist Fund	\$ 41,579.95	\$ 3,724.25	\$ 3,547,733.46
200 - Debt Service	\$ 13,997.26	\$ 3,604.40	\$ 4,925,478.26
301 - Capital Improvements	\$ -	\$ -	\$ (2,777,444.39)
600 - Water Fund	\$ 96,003.11	\$ 91,268.57	\$ (1,814,522.11)
601 - Water Sinking Fund	\$ -	\$ -	\$ 620,388.20
602 - Water Capital Fund	\$ -	\$ -	\$ 185,376.92
610 - Sewer Fund	\$ 146,934.79	\$ 146,829.86	\$ 3,380,257.13
611 - Sewer Sinking Fund	\$ -	\$ -	\$ (1,784,647.44)
612 - Sewer Capital Fund	\$ -	\$ -	\$ (1,271,016.79)
670 - Solid Waste Fund	\$ 37,674.68	\$ 37,351.46	\$ (104,671.88)
Totals	\$ 620,935.79	\$ 536,904.34	\$ 6,629,626.32

ACTION ITEMS

13. Authorize City Administrator to Sign Residential Lease Agreement

Motion made by Council Member DeSousa to approve with requiring renters insurance and update the end date to 2027. Seconded by Council Member Pottebaum.

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

22. Resolution No. 13-26 establishing the City of Dyersville's goals and policy agenda for fiscal year 2027

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

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

23. Resolution No. 14-26 approving agreement for Engineering Services between the City of Dyersville and Kirkham, Michael and Associates, Inc.

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

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

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 6:43 pm Seconded by Council Member Oberbroeckling.
Voting Yea: DeSousa, English, Oberbroeckling, Pottebaum, Singsank Nays: None Motion carried.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer



BUDGET WORK SESSION

Lower Level Council Chambers
 Monday, February 16, 2026
 6:48 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

AGENDA ITEMS

1. **Public Safety** Police, Fire, Emergency Management & Bi-County Ambulance

Police: Chief Brent Schroeder provided an overview of the Police Department budget, highlighting key allocations and priorities.

Fire: Fire Chief Jeremy Honkomp followed with a discussion of the Fire Department budget, ensuring all relevant details were addressed.

Bi-County Ambulance: Al Wessels responded to inquiries regarding the Bi-County Ambulance Board of Directors, providing clarity on several financial matters.

City Administrator Mick Michel concluded by reviewing the remaining departmental budgets, ensuring comprehensive coverage of all fiscal matters.

2. **Culture & Recreation** Library & Parks and Recreation

Library: Sally Kelly, Library Board of Trustees Member, discussed the Library budget. Shirley Vonderhaar, Library Director, was present.

Parks and Recreation: Adam Huehnergath, Parks & Recreation Manager, was available to answer questions for the Parks and Aquatic Center.

3. Complete Budget

4. Supporting Documents

The next budget work session will be on Monday, February 23, 2026, at 6:00 pm in the Council Chambers.

ADJOURNMENT

Motion made by Council Member English to adjourn at 7:55 pm Seconded by Council Member Oberbroeckling.

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

 Jeff Jacque, Mayor

ATTEST:

 Tricia L. Maiers, City Clerk / Treasurer



BUDGET WORK SESSION

Lower Level Council Chambers
 Monday, February 23, 2026
 6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

AGENDA ITEMS

1. General Government - Policy & Administration; 2. General Government - Economic Development; 3. Debt;

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

4. Supporting Documents: Iowa League of Cities - Budget Special Report FY26-27; 5. Bi-County Ambulance Budget FY27; 6. Fire Department Budget FY27; 7. James Kennedy Public Library Budget FY27; 8. Dyersville Area Historical Society Budget FY27; 9. Iowa Department of Management - Local Government Property Valuation System; 10. Complete Budget FY27; 11. Dyersville State Budget FY27

The next budget work session will be on Monday, March 2, 2026, at 6:00 pm in the Council Chambers.

ADJOURNMENT

Motion made by Council Member English to adjourn at 6:56 p.m. Seconded by Council Member Oberbroeckling.

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

 Jeff Jacque, Mayor

ATTEST:

 Tricia L. Maiers, City Clerk / Treasurer



PARKS & RECREATION

Medium Conference Room
 Monday, February 23, 2026
 6:00 PM

MINUTES

ROLL CALL

Meeting was called to order by Matt Ungs at 6:03 P.M.

PRESENT

Jason Lang, Jon Scherbring, Sarah Goldsmith, Matt Ungs, Tim Kronlage, Eric Oberbroeckling

ABSENT

Casey Frye

APPROVAL OF AGENDA

Ungs asked for review and approval of the agenda. Motion made by Lang, seconded by Kronlage.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

AGENDA ITEMS

1. **Approve** Meeting Minutes - January 21, 2026

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

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

2. **Receive & File** Director's Report - January 2026

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

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

3. Pitch, Hit & Run

There are two Pitch, Hit & Run events in Dubuque and one in Maquoketa. With MLB coming into town this year, it may be nice addition. We will need several volunteers for this event. It will take much more organization than the track meet that we had last year. The event needs to be completed before August 1st. The date was set for Wednesday, July 1, 2026 at 5:30 P.M., with a rain date of Thursday, July 2, 2026.

Motion made by Goldsmith, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

4. Prairie League Rule Changes

Huehnergath stated several of the new rule changes for the Prairie League. Girls softball - D League - will now play with an 11" hard ball. They also encourage a face guard for players in the infield. Boys baseball - B League - will now have 70' bases and C League will have 65' bases. All softball and baseball will have a 5 run maximum for every inning, unless agreed upon by both coaches before the start of the game. No advancement at all for an overthrow for the younger divisions. Kronlage asked whether or not you could bring a pitcher back in for the last inning. Huehnergath stated there is a limit to the number of pitches they throw, but it hasn't been brought up as to whether or not they can come back in for an inning.

Motion made by Lang, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

5. Aquatic Center Evening Parties

In the past, Huehnergath was leery about doing evening parties. He didn't think we had the staff to support these. He now feels confident since 15 life guards and the assistant manager will be returning from last year. The pool parties would be geared toward 6th to 8th grade. Tentatively setting the date for the parties for the first Thursday of the month from June - August. The time would be from 7:30 pm - 10 pm. These would be considered special events so no passes would be allowed. The cost would be \$5 per person.

Motion made by Goldsmith, seconded by Kronlage.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried

6. Bocce Ball

A bocce ball court was installed last year by an Eagle Scout. Huehnergath would like to have a clinic to teach anyone who'd like to learn how to play. He would like to eventually have a league created. He also plans to have a set of Bocce balls available under lock & key. Huehnergath feels this would be a great activity for anyone. He plans to advertise on social media.

Motion made by Goldsmith, seconded by Scherbring.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion carried.

7. Commission Member Comments

It was recommended that we put information for registration in the Dyersville Commercial to increase the number of participants. Instagram might also be a great place to advertise.

8. Set Next Meeting Date for Monday, March 30, 2026 at 6:00 P.M.

ADJOURNMENT

The meeting was adjourned at 6:55 P.M. on a motion made by Lang, seconded by Goldsmith.

Voting Yea: Lang, Scherbring, Goldsmith, Ungs, Kronlage, Oberbroeckling

Motion Carried



Sandy Oberbroeckling

February 23, 2026
Date

Sandy Oberbroeckling

From: Christa Palm <cpalm@dyersville.lib.ia.us>
Sent: Wednesday, February 25, 2026 4:52 PM
To: Sandy Oberbroeckling
Subject: Close the Dyersville Parking Lot Request: June 10

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

Hi Sandy,

I am planning a Public Works' display of big work trucks at the library on June 10. Could we please request that the City close the library's parking lot from the night on June 9 (after closing at 8:00 PM) through June 10 at 1:00 PM?

Thank you!

Christa Palm
Children's Librarian
James Kennedy Public Library
320 1st Ave. E.
Dyersville, IA 52040
Ph. (563) 875-8912
cpalm@dyersville.lib.ia.us

Office Hours:

T 9:00 am – 2:00 pm

W 9:00 am – 5:00 pm



A night scene of a stadium with bright lights illuminating a stage area. A scoreboard is visible at the top, showing 'HOME' and 'GUEST' with empty boxes for scores, and 'DOWN', 'TO GO', 'BALL ON', and 'QTR' for game statistics. The main text is written in a large, white, cursive font over the stage area.

*Under the
Stadium Lights*

BECKMAN CATHOLIC HIGH SCHOOL
FOOTBALL FIELD-DYERSVILLE, IA

\$40 TICKET

SATURDAY, MAY 30, 2026

10 FOLD RETURN

BEAU TIMMERMAN & DAN HESS

THE DETOUR BAND

THEPORKTORNADOES

Event time: 4 – 11 pm | Will be hiring security and applying for beer permit Bobby Fangman



2026

Residential

SPRING CLEAN UP

One day only pick up!
Saturday, April 25th

****Items must be out by 7:00 a.m. and placed at normal garbage collection site. Please do not put items out more than 48 hours in advance. ****

ALL SMALL ITEMS MUST BE CONTAINED – EITHER BOXED OR BAGGED. HAULERS WILL NOT BE PICKING UP SMALL ITEMS NOT CONTAINED OR EXCESSIVE AMOUNTS OF STUFF ACROSS AN AREA. PLEASE BE COURTEOUS TO THE HAULERS.

Gas powered items need to be fully drained of fuel and oil.

APPLIANCES, TV'S AND TIRES WILL NOT BE ACCEPTED!

***Appliances Not Accepted:** air conditioner, dehumidifier, dishwasher, dryer, freezer, furnace, humidifier, microwave, monitor, refrigerator, stove, tires, television, washer, water heaters.

***Items that will NOT be picked up:** Items on trailers, building materials, remodeling materials, fencing, fluorescent bulbs, yard waste, household garbage, LP tanks, closed paint cans or cans with wet paint inside, chemicals, hazardous material (batteries, oil base materials, etc.), appliances, TV's, monitors and tires*

EXCESSIVE amounts of materials may not be taken!! Individual items must be small enough to be picked up by one person. All items taken will be at the discretion of the haulers.

Notice to Destroy Weeds and Undesirable Vegetation

Item 9.

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

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

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

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

23

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

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input style="width: 100%;" type="text"/> * Other (Specify): <input style="width: 100%;" type="text"/>
---	---	--

* 3. Date Received: <input style="width: 95%;" type="text" value="02/24/2026"/>	4. Applicant Identifier: <input style="width: 95%;" type="text"/>
---	---

5a. Federal Entity Identifier: <input style="width: 95%;" type="text"/>	5b. Federal Award Identifier: <input style="width: 95%;" type="text"/>
---	--

State Use Only:

6. Date Received by State: <input style="width: 95%;" type="text"/>	7. State Application Identifier: <input style="width: 95%;" type="text"/>
--	--

8. APPLICANT INFORMATION:

*** a. Legal Name:**

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input style="width: 95%;" type="text" value="42-6004612"/>	* c. UEI: <input style="width: 95%;" type="text" value="620560180000"/>
---	---

d. Address:

* Street1:	<input style="width: 85%;" type="text" value="340 1st Avenue E"/>
Street2:	<input style="width: 85%;" type="text"/>
* City:	<input style="width: 85%;" type="text" value="Dyersville"/>
County/Parish:	<input style="width: 85%;" type="text"/>
* State:	<input style="width: 85%;" type="text" value="IA: Iowa"/>
Province:	<input style="width: 85%;" type="text"/>
* Country:	<input style="width: 85%;" type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input style="width: 85%;" type="text" value="52040-1203"/>

e. Organizational Unit:

Department Name: <input style="width: 95%;" type="text"/>	Division Name: <input style="width: 95%;" type="text"/>
---	---

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input style="width: 95%;" type="text"/>	* First Name: <input style="width: 95%;" type="text" value="Mick"/>
Middle Name: <input style="width: 95%;" type="text"/>	
* Last Name: <input style="width: 95%;" type="text" value="Michel"/>	
Suffix: <input style="width: 95%;" type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input style="width: 95%;" type="text" value="563-875-7724"/>	Fax Number: <input style="width: 95%;" type="text" value="563-875-8238"/>
--	--

*** Email:**

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="25,000,000.00"/>
* b. Applicant	<input type="text" value="4,181,500.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="29,181,500.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

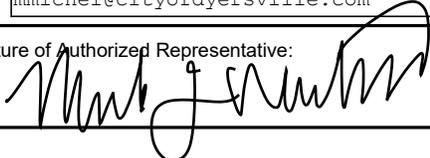
* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:  * Date Signed:

DISCLOSURE OF LOBBYING ACTIVITIES

Item 10.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text" value="U.S. Department of Transportation"/>	7. * Federal Program Name/Description: <input type="text" value="FY 2026 National Infrastructure Investments"/> CFDA Number, if applicable: <input type="text"/>
--	---

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** Signature:**

* Name: Prefix * First Name Middle Name

* Last Name Suffix

Title: Telephone No.: Date:

Federal Use Only: Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

City of *Dyersville*



BUILD Capital Grant: Merit Criteria

Merit Criteria Narrative

Dyersville (City) has evolved from its agricultural roots into a diverse rural community with growing industrial, tourism, and recreation opportunities. Despite repeated flooding, the City has taken a proactive approach to planning for a more resilient and connected future. The Connections for Economic Freedom Project (Project) reflects this vision by incorporating targeted engagement with at-risk road users, such as seniors and children to shape east-west and north-south multimodal connections and trail linkages. These improvements advance Better Utilizing Investments to Leverage Development (BUILD) grant program priorities by enhancing safety, improving mobility, and ensuring broad access for all residents and visitors.

Today, the City's transportation network contains significant gaps that increase travel times, restrict access to essential services, and limit safe non-vehicular travel. The Project closes these gaps to create a complete, reliable network that maintains connectivity during emergencies and flood events. New and improved routes will strengthen and safeguard the roadway system, while adding bicycle and pedestrian facilities and wayfinding enhancements that support economic competitiveness, improve quality of life, and foster mobility and community connectivity.

Safety

Safety is a primary purpose of the Project by delivering clear, direct, and data-driven benefits to address documented safety risks. This Project will eliminate at-grade rail crossings, facilitate the separation of freight and passenger traffic, protect motorized and non-motorized travelers from safety risks, reduce crashes in the area, and incorporate Iowa Department of Transportation (Iowa DOT) safety risk plan improvements.

Preventing Fatalities and Serious Injuries

The current roadway system lacks adequate primary and secondary routes for safe travel between different areas of the city. As a result, local traffic is often forced onto U.S. Highway 20 (US-20) and Iowa Highway 136 (IA-136), which serve as principal freight corridors for eastern Iowa. This reliance on high-speed, high-volume routes compromises both safety and efficiency. US-20, located along the southern edge of Dyersville, is a four-lane divided highway with a 65-mph speed limit and average daily traffic exceeding 15,000 vehicles per day. The Iowa DOT Crash Analysis Tool reports that Dyersville had 194 crashes from 2015–2020 that resulted in 46 injuries. Seven crash locations in the City along US-20 and IA-136 are ranked among the top 18 crash locations in rural Dubuque County. The proposed enhancements to the local roadway network are expected to avoid approximately 1.37 crashes per year (on average) due to additional vehicle routes and mode-shifting, as documented in the Traffic and Safety Study, linked as [Appendix B](#).

Elimination of At-Grade Crossings and Separation of Rail and Roadway – This Project facilitates the separation of freight on the Canadian Nation (CN) Railway Lines and passenger vehicle traffic. Existing at-grade railroad crossings in the city disrupt traffic flow and create safety risks for vehicles, bicyclists, pedestrians, and trains. On average, seven daily train movements halt traffic on US-52 for up to 10 minutes. Extended closures for repairs and stalled trains have caused significant delays, including complete 7-day shutdowns in both 2020 and 2021 for maintenance. When these blockages occur, emergency response access is also cut off due to the lack of alternate routes.

Additionally, 35 percent of freight on CN is chemicals and allied products (fertilizer).¹ Eliminating the at-grade crossing will reduce the risk of railcar spills and collisions involving vehicles carrying hazardous materials.

The North-South Connection will provide the City’s first and only grade-separated railroad crossing, eliminating queuing and delays at the existing at-grade crossing and significantly improving emergency response times to the north side of Dyersville. This improvement also ensures that residents of the Crimson Leaf Estates Mobile Home Park will no longer be cut off from essential community services and amenities due to train blockages or traffic congestion on Beltline Road.

Protection of Motorized and Non-Motorized Users from Safety Risks

Vulnerable Road Users – The City’s existing transportation network is discontinuous for motorists and even more so for pedestrians.

Figure 1. Dyersville’s Disconnected Transportation Network



Many streets lack sidewalks or bike lanes, forcing people walking or biking into traffic and increasing crash risk and potential loss of life. The City Council’s 2020 Goal Setting Report, Issues and Concerns Section, lists “Many streets have no sidewalks – especially needed on major pedestrian routes (6th Street, 8th Avenue SE)” and “Most existing sidewalks are non-compliant with ADA – many are so bad pedestrians prefer to walk in the street.” The Dyersville fire chief noted that the frequency of on-street pedestrian traffic has affected emergency responders’ routes and

speeds to areas in town, increasing response times. The Project addresses these risks by adding wide sidewalks, trails, buffered bike lanes, Americans with Disabilities Act (ADA)-compliant ramps, and wayfinding signage, all of which protect pedestrians, cyclists, and micromobility users, including seniors, children, and thousands of annual visitors to the *Field of Dreams* site.

¹ Iowa DOT, <https://iowadot.gov/iowarail/pdfs/cn.pdf>, accessed December 11, 2024.

Figure 2. Proposed Typical Cross-Section – 7th Street SW



A 10-foot-wide side-path trail will be constructed along the north side of 12th Avenue SW, creating a physical separation from vehicles with a curb and grassed setback and concrete barrier on proposed bridges.

Along 7th Street SW, a 6-foot-wide sidewalk will be constructed along the east side of the street, and on-street bike lanes will also be present to fill in sidewalk and bike trail network gaps that currently mix modes of traffic. This

will enhance multimodal transportation by creating a safer method of travel through this corridor. Safer travel options for pedestrians and cyclists could result in fewer injuries and fatalities and reduced greenhouse gas emissions in rural Iowa.

Emergency Response Times – Gaps in the City’s transportation network create significant challenges for the community, especially during floods that sever access between the east and west sides of town and isolate neighborhoods in the northwest from emergency services, as shown in Table 1. The key gap is the lack of a direct route between the fire and emergency medical services (EMS) station in the southeast and the neighborhoods in the northwest.

"I walk 5 miles a day, but I have to plan my path very carefully to make sure I have sidewalks and safe places to cross. I'd walk more places, but things aren't connected."
-Resident of Ellen Kennedy Senior Living Center

Southwest Dyersville is home to a disproportionate number of senior residents; 25 percent of Dyersville’s residents live in the quadrant, but more than 42 percent are more than 65 years old. Southwest Dyersville is also the location of the area hospital, MercyOne Medical Center, which is a 20-bed

critical access hospital that serves 17 rural communities in Dubuque County. The City’s fire department and EMS provider, Bi-County Ambulance, are 100 percent staffed by volunteers who drive to the station on Dyersville’s southeast side before deploying to emergency call sites. In 2023, the fire department and EMS team responded to a total of 212 emergency calls. Of the 112 EMS responses, 94 involved transportation to MercyOne. **The average response time from southeast to southwest Dyersville is 12.8 minutes. The proposed East-West Connection will reduce this response time by nearly 50 percent and improve response times throughout the community.**

The proposed improvements create new and reliable links between neighborhoods while maintaining access during floods. In addition, the new sidewalk and trail routes will reduce pedestrian conflict with emergency service vehicles. The multimodal connectivity components of this Project will also increase direct access to the City’s Federal Emergency Management Agency (FEMA) shelter, located at Dyersville Elementary School.

Table 1. Emergency Response Times in Dyersville

Bi-County Ambulance 2023 Average On-Scene Response Time ^{1, 2} (in Minutes)				
Emergency Call Location (Quadrant)	Target ³	With Current Existing Infrastructure	With Proposed Infrastructure	Reduction
SE Dyersville	9	8.3	7.8	-6%
NW Dyersville	9	10.0	6.0	-40%
SW Dyersville	9	12.8	6.8	-47%
NE Dyersville	9	8.8	4.8	-46%

¹ Data provided by Bi-County Ambulance as reported in ESO's EMS Software Suite.
² On-scene response times include time for volunteer-responder travel to ambulance service station.
³ National Fire Protection Association's Standard for Volunteer Emergency Services for communities with 1,000 residents/square mile for 90 percent of calls (2020 NFPA 1720). Target time includes call answer and processing time, volunteer travel, EMS turnout time, and response time.

Strategic Solutions

The Project incorporates engineering solutions consistent with the National Roadway Safety Strategy and the Safe Systems Approach, supporting Iowa DOT's Strategic Highway Safety Plan and the statewide goal of zero roadway deaths.

Environmental Sustainability

Environmental sustainability is a primary purpose of the Project. This Project offers clear, direct, and significant benefits to the resilience of at-risk infrastructure.

Flooding Resiliency

Dyersville has a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers, but Bear Creek and the North Fork Maquoketa River are natural barriers between these areas. A regulatory floodway (Flood Zone AE) runs along these waterways through the center of the City, highlighting the risk of economic and public safety impacts when floodwaters overtop roadways, damage infrastructure, and endanger motorists.

Figure 3: 2023 Dyersville Flooding

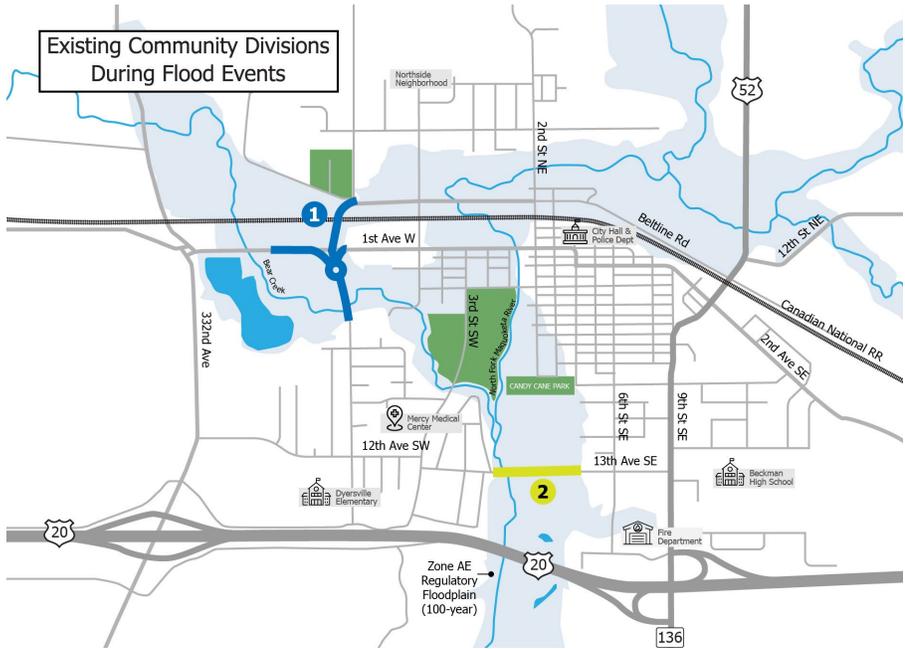


The proposed bridge and trail projects remove these flood-related access barriers. The bridges are designed to remain traversable during a 100-year flood event and will provide a critical and reliable connection for the community when flooding overtops nearby roadways.

According to the FEMA Resilience Analysis and Planning Tool,² Dyersville has a “relatively high” risk of expected annual losses due to weather-related hazards. This designation is well justified,

² U.S. Department of Homeland Security. [FEMA Resilience Analysis and Planning Tool](#). Accessed February 3, 2026.

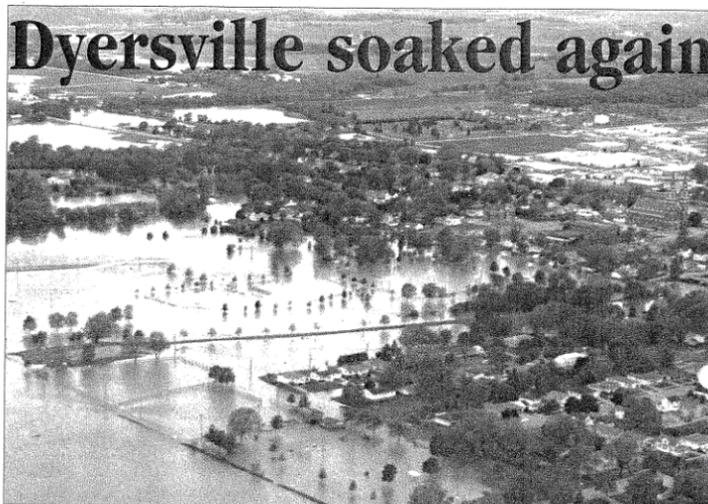
Figure 4. Existing Community Divisions During Flood Events



because the City has received six flood-related federal national disaster declarations approved by the Presidents of the United States since 2000. Frequent extreme weather events have historically caused water in the North Fork Maquoketa River to rise and overtop its banks. Flooding washes over roads and creates residential islands. The 1st Avenue W neighborhood is often cut off from the remainder of town for days until the floodwaters recede. Flood-related issues typically last 2 to 4 days, with floodwaters typically receding between 6 and 24 hours after the event, and

cleanup occurring up to 48 hours after waters recede. Neighborhoods in the southern portion of the City only have US-20 as a viable travel option. In the north side neighborhoods, the only viable route is a 4.75-mile detour along IA-136 to Floyd Road and to Christoph Road, both low-volume or gravel roads. The lack of alternative routes and accessibility alienates segments of the community, creates unnecessary hazards, and extends emergency response times considerably.

Figure 5. Newspaper coverage of one of six recent federally declared flooding disasters in Dyersville since 2000



Heavy rainfall during the early morning hours of May 30 pushed area rivers and creeks out of their banks, causing flooding throughout Dyersville. The city's Westside Park and Candy Cane Park are closed until further notice. See more photos on page 16A and at www.dyersvillecommercial.com.

The proposed improvements will create redundant, resilient routes that maintain connectivity during extreme weather events. Flooding currently impedes traffic flow, erodes soils, and accelerates pavement deterioration, while rising temperatures soften asphalt, causing ruts and potholes that shorten roadway life cycles. To address these risks, the City will use durable construction materials and design strategies engineered to withstand flooding, heat stress, and other weather-related impacts. These measures will ensure critical infrastructure remains functional and safe under increasingly severe conditions.

The Dubuque County Multi-Jurisdictional Hazard Mitigation Plan³ includes many projects in Dyersville related to flood mitigation measures, including stream realignment,

³ Dubuque County. [Dubuque County Multi-Jurisdictional Hazard Mitigation Plan](#). Accessed February 2, 2026.

wetland restoration, native riparian buffers, and in-stream practices in Bear Creek and the North Fork Maquoketa River. The City recently received funding from FEMA's Building Resilient Infrastructure for Communities program to continue its significant and extensive mitigation planning and work on these tributaries ([Appendix A](#)). The Project will complement this work and provide resilience through connectivity.

In addition to mitigation efforts, the City has planned to implement adaptation measures because flooding events are expected to become more frequent over time. These include bridge installations where floodwaters have impeded emergency response access previously. The flood mitigation and adaptation work are uniquely connected to the Project because the proposed bridges will travel over the floodplains, ensuring transportation connectivity during flooding events and protecting the recently restored wetland habitats.

Incorporating Vegetation

The City plans to incorporate native vegetation and educational opportunities into the completed project. Following recommendations from the Iowa's Living Roadways⁴ program, the finished Project plans to include vegetation to re-establish native prairie plants and other similar vegetation along new roadways to improve drainage and further address surface flooding. The Project will also provide access to wetlands and other environmental areas through the multiuse trails. As part of the prairie habitat restoration, the City will incorporate this information into the environmental education programs that are under development for the adjacent wetlands.

Quality of Life

The Project advances multiple BUILD grant program goals by enhancing transportation infrastructure with context-appropriate design, improving accessibility for families and caregivers, strengthening wayfinding through intuitive connections, and reducing household transportation costs through expanded active transportation options.

Beautifying Transportation Infrastructure

The Project includes enhancements that expand safe, affordable transportation options for both recreational and daily travel. Sidewalks and trails are designed with context-appropriate streetscape elements, such as engaging landscaping, plantings, and visually cohesive public-realm treatments, that will improve comfort and aesthetics while maintaining safety and operational efficiency. ADA-compliant sidewalk ramps will be added in the downtown district to ensure full access to local businesses and public spaces. These improvements contribute to a more welcoming and navigable transportation environment that encourages walking and biking across all age groups and abilities.

Safe and attractive walking and biking environments also promote community cohesion and resilience by creating opportunities for residents to interact along trails and sidewalks as they travel to school, work, parks, and neighborhood destinations. By building new connections between neighborhoods, maintaining connectivity during extreme weather events, and moving traffic more efficiently across the community, the Project reduces travel stress and supports higher quality public spaces that reflect the city's small-town character.

⁴ Iowa's Living Roadways. [Community Visioning](#). Accessed February 2, 2026.

Improving the Travel Experience for Families, Seniors, and Caregivers

The Project directly addresses mobility challenges identified by seniors, caregivers, and families, particularly those living near the Ellen Kennedy Living Center (EKLC), which serves the city's largest concentration of residents over age 65. Engagement with EKLC residents and senior exercise class participants revealed strong interest in walking for wellness and daily needs, but also highlighted barriers, including incomplete sidewalk networks, long crossing distances, limited sidewalk width for multiple users, and safety concerns at higher-speed intersections. Dyersville's population of youth under age 15 makes up 20 percent of the total, which is higher than Iowa's statewide average. Similar transportation network barriers exist for this population as they travel to and from school and activities.

To address these challenges, the Project incorporates pedestrian- and bicycle-friendly design features, such as wider sidewalks that accommodate strollers, mobility devices, bicycles, and side-by-side walking; safer and shorter crossings; and improved intersection visibility. These enhancements improve comfort, predictability, and independence for seniors, caregivers, and families while preserving safe and efficient traffic operations.

The Project will also improve access to essential services for residents without reliable vehicle access. Approximately 11 percent of households in the northwest portion of the community live below the poverty level, and more than 30 percent of clients at the Dyersville Rural Food Pantry rely on others for transportation. The proposed 7th Street SW connection provides a safer, more direct route between residential areas and the pantry's new location, making non-vehicular trips more manageable for caregivers and families.

Improving Wayfinding and User Experience

The Project will improve navigation and reduce travel uncertainty by creating intuitive, predictable connections for both motorized and non-motorized users. New east-west and north-south routes link residential neighborhoods with commercial areas along U.S. Highway 52 (US-52), Candy Cane Park, existing trail systems, MercyOne Medical Center, EKLC, Dyersville Elementary School, and downtown Dyersville. Bridge crossings over Bear Creek, the North Fork Maquoketa River, and the CN Railway grade-separation eliminate indirect routing and improve legibility for users unfamiliar with the network.

Clear signage, consistent design treatments, and logical connections will make the system easier to understand and navigate for families, caregivers, seniors, and visitors. By reducing reliance on circuitous routes and minimizing unexpected delays, the Project will enhance confidence in non-vehicular travel and support safe, efficient access to daily destinations, employment, healthcare, and recreation.

Affordability

The Project offers clear, direct, and significant benefits to increase affordable transportation choices through the expansion of vehicular and non-vehicular transportation options and access to daily destinations. This Project is projected to generate \$932,000 in annual travel time savings, based on average daily traffic volumes of 3,550 due to more efficient and reliable travel routes created by the new east-west and north-south connections. These savings affect drivers, freight operators, and

non-motorized users alike, translating into lower fuel costs, reduced vehicle wear and tear, and more predictable travel for time-sensitive trips.

Affordability benefits extend to life safety and emergency response. Benefit-cost analysis (BCA) modeling indicates that the new bridge connections and removal of the at-grade crossing will decrease response times by approximately 2-3 minutes, decreasing both emergency service costs and risks to patient outcomes. By providing reliable, direct access for emergency vehicles, the Project reduces public costs and ensures that residents, particularly older adults and vulnerable populations, maintain the highest access to critical services.

Mobility and Community Connectivity

"The number of students biking and walking to school doubled after the Candy Cane Park bridge opened."

-Dyersville Elementary School Dismissal Staff

The Project's primary purpose is to significantly improve mobility and expand connectivity for all users in the city by creating new multimodal links, increasing vehicular roadway capacity, enhancing accessibility of the transportation system for families and Americans with disabilities, removing physical barriers, and improving non-motorized travel.

Improved Roadway Capacity

The Project will improve vehicular roadway capacity by adding a new roadway and bridge connection over the North Fork Maquoketa River that links the east and west sides of Dyersville and creates a critical north-south link by connecting Beltline Road to 7th Street SW over Bear Creek. This segment incorporates a modern roundabout and delivers a grade-separated crossing at the CN Railway, eliminating a hazardous at-grade conflict and providing a reliable alternative route for local traffic, emergency responders, and freight carriers.

Enhanced Accessibility

The Project will enhance accessibility for families and Americans with disabilities by applying Universal Design principles, such as wide, ADA-compliant sidewalks, accessible ramps, and intuitive wayfinding signage along the new trail segments. These improvements will dramatically raise the quality of life for the concentration of senior residents in this area by creating predictable, intuitive routes to medical services, parks, schools, and retail. This Complete Street approach is consistent with the Dyersville Comprehensive Plan and advances the City's goals for ADA compliance, accessibility, and hazard minimization. The addition of a grade-separated Beltline Road overpass will eliminate a hazardous rail crossing, improving roadway capacity and reliability for emergency responders, freight carriers, and daily commuters, while the new bridges over the North Fork Maquoketa River and Bear Creek will provide redundant routes that maintain connectivity during floods and rail closures.

Removing Transportation Barriers and Improving Non-Motorized Travel

Two-thirds of senior residents over 80 who were interviewed during the Dyersville Transportation Access Study reported that they are limited in their ability to drive alone, making improvements to pedestrian infrastructure especially beneficial for this segment of the community. Senior residents are disproportionately located in the southwest neighborhoods where access to downtown has

depended largely on those able, comfortable, and willing to use the highway. The East-West Connection will address intersection challenges noted by EKLC residents along 12th Avenue, and the completion and upgrade of the incomplete sidewalk network to a 10-foot separated path will close a critical gap for safe, comfortable pedestrian access.

The Project's trails and bikeways will link neighborhoods to community destinations, expand options for non-motorized travelers, and foster economic vitality. These neighborhood links will create a regional connection to both the *Field of Dreams* movie site and the Heritage Trail system. The Heritage Trail covers nearly 30 miles from the Mississippi River town of Dubuque to Dyersville. The trail passes through the deeply carved valley of the Little Maquoketa River, historical sites, and small farming and former mining communities, providing a central element of travel through the region.

Last-mile Freight and Multimodal Access

The Project will support last-mile freight for the multimodal transportation network by improving directness, reliability, and safety for short-distance goods movement that sustains local businesses and services. New north-south and east-west connections will reduce indirect routing for delivery and service vehicles, which will lower fuel use, travel time, and operating costs while minimizing conflicts with pedestrians and cyclists. Eliminating the at-grade intersection will remove travel time delays and reduce operating costs for freight carriers. BCA modeling indicates that improved connectivity avoids 18,900 vehicle-miles traveled and \$21,350 in excess travel costs per year associated with indirect routing, which will improve access to local employment centers and commercial areas.

Economic Competitiveness and Opportunity

Economic competitiveness and opportunity are primary purposes of the Project. This Project offers clear, direct, and significant benefits to increase transportation reliability, facilitate tourism, and promote locally inclusive opportunities for economic development.

Promoting Economic Growth and Broader Fiscal Benefits

The Project will deliver transformative economic benefits by improving transportation reliability and reducing congestion. With regional population growth and the recent rerouting of US-52 onto IA-136 through Dyersville, traffic volumes have surged in this rural community. Transportation models forecast that these roads will operate at a level of service (LOS) D by 2040 without intervention, conditions unacceptable for a rural community. Constructing the new east-west and north-south connections will provide alternate routes for local travel, relieve pressure on US-20 and US-52, shorten trip times, and reduce delays. These efficiency gains will support local businesses, expand labor market access, and strengthen the region's tax base through increased commerce and visitor spending.

Improving Intermodal and Multimodal Freight Mobility

Eliminating the CN Railway at-grade crossing and replacing it with a grade-separated Beltline Road overpass will improve truck travel time reliability and multimodal performance. The connection between Beltline Road and 7th Street SW will enhance last-mile access to the north-side industrial area and create redundant routes that minimize rail-related dwell, directly benefiting shippers who

depend on predictable pickup and delivery windows. The Project’s trail and sidewalk network will also improve first/last-mile worker access to employment centers.

Addressing a Freight Bottleneck

The existing CN at-grade crossing acts as a network choke point, generating unexpected closures and detours for freight and emergency vehicles as recently as 2024. Grade separation will remove this bottleneck, improve on-time performance for carriers, and reduce crash exposure at the highway-rail interface. By restoring reliable north-south circulation, the Project will strengthen local supply chains and support just-in-time operations for manufacturers and agricultural producers.

Supporting Growth and Expansion of American Exports

Enhanced reliability and last-mile connectivity will help regional agriculture and light manufacturing producers move goods to regional hubs and export markets more efficiently. The North-South Connection’s Beltline Overpass, connecting to a light industrial park in Dyersville, is expected to unlock access to 375 acres for future development and create approximately 188 new jobs, expanding tradable output and positioning Dyersville as a competitive node within national and global value chains.

Economic Development and Private Investment

In addition to their functionality in moving people safely and efficiently during big events, new roads, bridges, and trails are critical for this major economic activity center. Enhancing access to and mobility through the city will help improve safety and spur further growth. Additionally, the Project will provide more efficient rail freight movement through the area by eliminating an at-grade rail crossing and the need for trains to slow down. Infrastructure investment and increased accessibility will improve access to vacant land for economic growth.

Enhancing Tourism

Tourism remains a cornerstone of Dyersville’s economy. In 1988, the fantasy sports movie *Field of Dreams* was filmed in Dyersville on the century-old Lansing family farm. The movie, centered around redemption for baseball players banned from the Chicago White Sox after the 1919 World Series scandal, transformed the farm’s cornfield into an iconic baseball diamond, now a renowned pop culture destination. **Despite being 35 years since the movie’s release, the site still attracts more than 250,000 visitors annually.**

Capitalizing on this cultural legacy, Major League Baseball (MLB) inaugurated the “MLB at Field of Dreams” baseball game in 2021, with the first game between the Chicago White Sox and New York Yankees. The event continued in 2022 with a game between the Cincinnati Reds and Chicago Cubs. This MLB event drew more than 275,000 visitors in 2021 alone and offers significant economic opportunities for Dyersville, prompting the City to focus on downtown revitalization. Projections indicate that the annual event will generate more than \$10.45

Dyersville is the home of the *Field of Dreams* movie site and an economic hub in eastern Iowa.

In 2021, Dyersville hosted the first Major League Baseball game in Iowa and will continue to host professional games on a recurring basis at the new ballpark opening in summer 2026.



million in direct spending and support 81.6 full-time equivalent jobs annually, benefiting hotels and restaurants across eastern Iowa.

Figure 6. MLB Game at Field of Dreams, August 2021



A nonprofit group is finishing construction on a \$55 million professional ballpark, scheduled for completion in June 2026, to host an MLB game in August 2026 and beyond, as well as multiple games throughout the season. To further enhance the site’s appeal, the first phase of a multi-million-dollar youth baseball-softball complex will be completed in the fall of 2026. These enhancements aim to attract more families to the region and are estimated to generate more than \$32

million in direct spending annually and support more than 250 jobs. As tourism in Dyersville expands, the proposed mobility improvements will address increased traffic demands during both special events and the tourism season, facilitating active transportation connections.

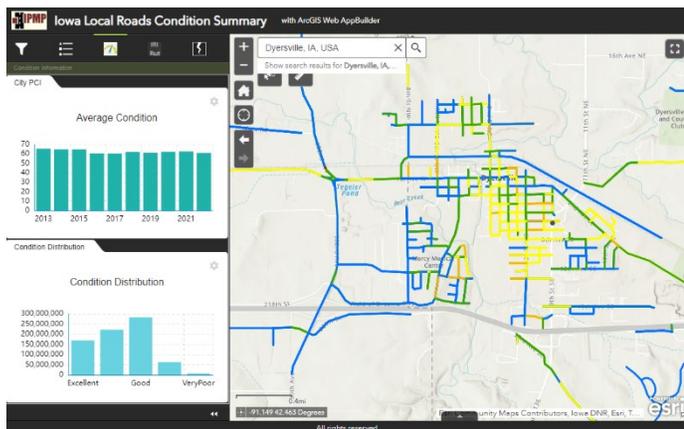
The Heritage Trail is a 29.4-mile-long recreational trail connecting Dyersville to Dubuque. The west end of the trail is in Dyersville. The city often serves as a trailhead for the start or end point of the trail experiences. Users venture into town to eat and rest and rely on the city’s biking and walking infrastructure to complete those trips. Expanding the trail system in Dyersville will enable tourists and residents to access and explore more city and regional treasures.

State of Good Repair

State of good repair is a primary purpose of the Project, which combines data-driven asset management with targeted investments that reduce transportation vulnerabilities while ensuring new infrastructure is maintained in a state of good repair.

The Project advances the City’s ongoing commitment to maintaining infrastructure and minimizing roadway deterioration through a data-driven asset management approach. The City uses OpenGov and works with a third-party consultant to collect pavement condition data and maintain a pavement management plan, which will be enhanced by integrating Iowa DOT data processed through the Iowa Pavement Management Program.

Figure 7. Dyersville Pavement Condition Data from the Iowa Pavement Management Program Web Portal



The City’s roadway network is generally in good condition, with an average Pavement Condition Index of 70/100, and regular maintenance has proven to be the most cost-effective preservation strategy. As part of this Project, the City will refine its pavement and bridge deterioration analysis, identify appropriate maintenance treatments and funding capacity, and apply these practices to new and upgraded assets. Long-standing agreements will remain in place between Iowa DOT and Dyersville regarding shared

maintenance. Specifically, Iowa DOT will maintain US-20 and US-52, and Dyersville will assume responsibility for the new 13th Avenue SE Connection, 7th Street SW Extension, and Beltline Overpass and has committed to maintaining these assets to a state of good repair.

Transportation System Vulnerabilities

The Project will directly address long-standing and projected vulnerabilities in the city's transportation system related to flooding, safety hazards, and lack of network redundancy. The City's location at the confluence of Bear Creek and the North Fork Maquoketa River routinely results in overtopping that isolates neighborhoods, disrupts travel, and limits access for emergency responders, residents, and visitors. Existing bridge crossings and indirect routes provide limited redundancy, increasing the risk of community-wide mobility disruptions during high-water events. The at-grade CN Railway crossing has experienced multiple-week closures in recent years and represents a critical safety and reliability vulnerability, creating delay, crash risk, and unpredictable access for motorists, pedestrians, cyclists, and emergency vehicles. The Project will mitigate these vulnerabilities through new bridge crossings, a grade-separated rail overpass, and a connected multimodal trail network that together provide safer, more resilient, and redundant routes.

Emergency Response Vulnerability – Dyersville's core infrastructure suffers from high costs of failure due to flood-induced isolation. There have been 7 flood events between June 2002 and June 2024, translating to a 31.8 percent annual probability of an event. In 2023, the fire department and EMS responded to 212 emergency calls, with approximately 40 percent originating in flood-impacted quadrants. The current network forces emergency vehicles into circuitous detours that add 2.2 minutes per call. This translates to 3.12 hours of additional life-safety delay per flood event for the 40% of emergency calls originating in impacted quadrants. By creating redundant, flood-resilient routes above the 100-year elevation, the Project eliminates these documented system vulnerabilities and reduces expected annual emergency response delay hours to near zero.

Rail Crossing Cost of Failure – The existing at-grade CN rail crossing represents a critical reliability bottleneck, blocked by seven daily train movements that close the roadway for nearly 5% of every day. Using a probabilistic delay model, each routine blockage incurs an estimated time cost of \$2.67 per passenger vehicle and \$2.98 per truck, costs that are exacerbated by recurring multi-day maintenance closures. Replacing this high-cost-of-failure conflict with a grade-separated overpass drives the Rail Cost of Failure Index to zero, modernizing a strategic freight asset that has met its useful life and removing a primary source of unpredictable regional delay.

By strengthening connections across waterways and rail infrastructure, the Project will reduce the likelihood that flooding, rail activity, or infrastructure failure will sever access to essential services, employment, and regional destinations, positioning Dyersville to better withstand future weather-related, safety, and demand pressures while supporting reliable daily mobility.

Partnership and Collaboration

Collaboration between public agencies, community partners, and local stakeholders has been central to the development of the Project. The City has worked closely with regional partners and the public to develop the project scope. The proposed East-West and North-South Connections are the result of a comprehensive, community-driven planning process that incorporated feedback from public meetings and interviews with public, private, and non-profit stakeholders.

Engaging Residents and Community-based Organizations

The City-led project team has made extensive public outreach efforts to ensure that the proposed improvements reflect community priorities. Engagement activities included outreach at Dyersville Elementary School, EKLC, James Kennedy Public Library, and Rural Community Food Pantry. The City also hosted multiple public meetings and stakeholder interviews to identify barriers to accessibility and gather input on solutions. To deepen its understanding of community needs, the City hired a professional public involvement consultant to analyze demographic data and ensure targeted outreach to populations with distinct mobility challenges. Insights from this analysis directly influenced project design, and the resulting Demographic Profile and Transportation Access Impacts Report is linked as [Appendix C](#). This engagement process established strong communication pathways that will continue throughout Project delivery. A critical element of the Beltline Overpass is its crossing of the CN Railway corridor. The City has coordinated with CN Railway from the earliest stages of design, sharing preliminary concepts and discussing construction requirements. CN Railway has agreed in principle to the proposed plans, as noted in the attached Letters of Support documentation.

Workforce Development Partnership: Opportunity Dubuque

Dyersville is an active member of the Greater Dubuque Development Corporation (GDDC), a regional economic development organization supporting counties in Iowa, Illinois, and Wisconsin. GDDC leads data-driven workforce initiatives that connect employers with skilled workers and expand workforce participation. A key partner is Opportunity Dubuque, a nationally recognized workforce-training initiative led by Northeast Iowa Community College. Opportunity Dubuque provides industry-aligned training for underrepresented populations, including programs directly relevant to transportation infrastructure, such as Commercial Truck Driving (CDL-A) and Construction Equipment Operator certification.

73 percent of enrolled participants completed the semitruck driving certificate.

87.5 percent of enrolled participants completed the building construction and equipment operator certificate.

The Opportunity Dubuque program benefits workers and employers. Participants receive tuition assistance and child-care support to complete industry-driven certifications, and employers who sponsor these programs have direct access to job-ready graduates. Promotion of these programs will occur throughout project development to support contractor needs and increase participation in construction trades. **Table 2** identifies project partners and parties who have been involved in the planning process and are crucial to the Project’s successful implementation.

As part of the City’s innovative communications strategy, the communications contractor will coordinate with GDDC to host **pre-bid informational sessions** in Dyersville highlighting Opportunity Dubuque’s apprenticeship pathways and training programs, helping ensure a ready workforce for the Project.

Table 2. Project Partner Organizations and Roles

Organization	Role
City of Dyersville	Dyersville is the applicant for BUILD grant funding and the Project Applicant. The City has led all Project planning activities and will negotiate an agreement with Iowa DOT to manage the grant. The City is the source of the matching funds, will support all construction activities, and will maintain the new roadways and bridges.
Iowa DOT	Iowa DOT will manage the project and administer BUILD grant funds. Iowa DOT has the experience and capacity in grant fund administration that will allow the Project to proceed smoothly. Iowa DOT will also be responsible for National Environmental Policy Act review activities.
East Central Intergovernmental Association	This regional organization has been involved in pre-project planning activities and will support implementation.
Field of Dreams Movie Site	This attraction’s governing organization is a key Project champion with improved access across the city, supporting all activities at the park.
MLB	MLB is a supporter of infrastructure upgrades that will help fans attend annual games safely at the <i>Field of Dreams</i> site.
Regional manufacturers and businesses	BUILD investments that improve mobility and reduce shipping costs are favored highly by local manufacturers and businesses.
CN Railway	CN Railway committed to permit the construction of the multiuse overpass that will create the only grade-separated railroad crossing in the city.
Greater Dubuque Development Corporation	This organization promotes high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs.

A strong partnership between the City and Iowa DOT will be instrumental in successful project delivery and long-term grant management.

The project has strong cross-jurisdictional support from Iowa DOT Director Scott Marler, Dyersville Mayor Jeff Jacque, the City Council, Dubuque County Board of Supervisors, Iowa State Representative Shannon Lundgren, Iowa State Senator Carrie Koelker, Iowa Representative Ashley Hinson, and Iowa Senators Charles Grassley and Joni Ernst, among others. Letters of Support received directly by the City are included as an attachment.

In addition to the direct support for these improvements in downtown Dyersville, there is a strong partnership and investment in the *Field of Dreams* movie site, which relies on a robust transportation network in the city to succeed. This development is a collaboration between multiple public and private party investments, including Dyersville Events Inc., Dubuque County, Travel Dubuque, the Dyersville Economic Development Corporation, the cities of Dyersville and Dubuque, and the State of Iowa. These partners are advancing a shared vision for a sustainable tourism center at the *Field of Dreams* site that will drive continued visitation and regional economic growth.

Innovation

Innovative Technologies

The Project includes Dyersville’s first roundabout as part of the North-South Connection. Connecting 1st Avenue W and Beltline Road to 7th Street SW via a roundabout will reduce delays and improve traffic flow while enhancing safety for pedestrians and cyclists by simplifying decision-making and reducing conflict points. To modernize asset management, the City will utilize digital as-

builds, living electronic records that capture real-time data during construction to ensure lifecycle accuracy and safer future maintenance.

Innovative Project Delivery

The City will utilize Accelerated Bridge Construction (ABC) and high-efficiency bridge types, combined with full roadway closures and the use of imported soil directly on-site, to significantly reduce construction timelines and travel disruptions. Additionally, the City will bundle five trail segments throughout the project area for construction delivery. Based on Federal Highway Administration's Every Day Counts – Round 5 (EDC-5)⁵ benchmarks, this bundling strategy is estimated to reduce design costs by 25–50% and construction costs by 5–15% while accelerating procurement by managing one comprehensive contract.

Innovative Community Communications

The City will seek a full-service communications individual or firm for internal and external communications related to the Project. The communications strategy will ensure the following:

1. Intensive outreach to vulnerable road users, including seniors and children
2. Timely, accurate, and complete information related to multimodal detours, resident safety, and progress using multiple platforms
3. Clear communication and messaging of resident value and community impact
4. Coordinate with GDDC to host pre-bid informational sessions in Dyersville featuring Opportunity Dubuque programs related to apprenticeships, CDL-A, and Construction Equipment Operator programs
5. Education and outreach related to driver behaviors and bicycle and pedestrian safety
6. Bidirectional communication at key Project points
7. Acknowledgement and celebration of Project wins

Costs to complete the following scope of work are included in the Project budget and will include planning and strategy, content marketing and management, Project management and coordination with construction teams, community and media relations, and creative services for traditional and social media.

Innovative Financing

The City has not had the flexibility to use in-kind match previously, which is what has always kept a project of this scale out of reach. This Project budget proposes recognizing three matching elements to this Project:

1. Cash in the form of general obligation bonds
2. In-kind real property that will be incorporated into the Project limits
3. In-kind contributions to the Project from City staff

Dyersville is a rural community with limited resources, but the City is dedicated to the overall success of this Project through innovative funding mechanisms. The City will work in partnership with the U.S. Department of Transportation and the existing guidance on match flexibilities to make this Project a reality.

⁵ Federal Highway Administration. [EDC-5 Innovations](#). Accessed February 23, 2026.

City of *Dyersville*



BUILD Capital Grant: Project Description

Dyersville, Iowa, is seeking **\$25 million** in Better Utilizing Investments to Leverage Development (BUILD) grant funding to deliver the Connections for Economic Freedom Project (the Project), a transformative investment for rural Iowa. This generational undertaking will strengthen community resiliency, improve safety, and elevate quality of life by creating seamless connections for vehicles, pedestrians, cyclists, and emergency responders.

The Project consists of **three integrated components**:

- **New bridges** spanning the North Fork Maquoketa River and Bear Creek to improve access and reliability.
- **A grade-separated overpass eliminating a hazardous Canadian National (CN) Railway crossing** to ensure safer and faster travel.
- **Accessible trails** linking neighborhoods, parks, commercial hubs, and the regional 30-mile Heritage Trail to foster community connection and economic vitality.

Together, these improvements will knit the community closer, enhance mobility, and position Dyersville for sustainable growth. See **Figure 1** for Project components. The Project represents the culmination of more than 12 years of research, public engagement, and strategic planning. Its components form the essential backbone necessary for the City of Dyersville (City) to provide consistent, reliable, and accessible multimodal connections and access to services and opportunities. Dyersville, a rural midwestern community of roughly 4,500 people, sits in the heart of northeast Iowa along U.S. Highway 20 (US-20). The City is steeped in history and heritage and home to the iconic *Field of Dreams* movie site. Dyersville blends natural beauty, cultural attractions, and small-town charm, attracting more than 275,000 visitors each year. The City's unique topography includes the convergence of two waterways: the North Fork Maquoketa River and Bear Creek, which routinely overtop and create natural barriers, isolating neighborhoods, and threatening mobility, safety, and economic activity.

To address continued flooding risks, the City partnered with the U.S. Army Corps of Engineers to evaluate flood reduction strategies. The 2004 "Initial Assessment Report for Flood Damage Reduction" (CWIS No. 179046) recommended raising roads, enlarging drainage structures, implementing flood-warning systems, developing a watershed management plan, encouraging citizens to move out of the floodplain, and using floodplain areas for recreational amenities. Since this report, the City has invested in implementing these suggestions as flood frequency and severity have continued to increase.

The City's planning efforts have grown beyond flood mitigation and include visioning and transportation plans (2011, 2012); regional and local comprehensive plans (2013, 2018); a housing study (2017); a watershed vision plan (2021); a hazard mitigation plan (2023); a Building Resilient Infrastructure and Communities study (2024 – [Appendix A](#)); and numerous smaller traffic, structural, environmental, economic development, and tourism studies and reports. These plans have identified the critical connectivity components included in this application as top priorities. In addition, these efforts revealed opportunities to support community growth and development. The 2018 Comprehensive Plan was the catalyst for the City's investment in the preliminary design of critical road and bridge projects and the preservation of necessary right-of-way (ROW).

The improvements constructed as a part of the Project will build resilient, sustainable infrastructure that supports all residents and the additional 275,000 tourists that visit each year. Roadway and pedestrian facility improvements will support tourism and economic activity related to the *Field of Dreams* movie site. The City is partnering with a non-profit group to implement \$55 million in improvements, including a new professional-grade baseball park to be completed in 2026, which will increase tourism traffic even more. Dyersville Events Inc, the development

sponsor, noted that 367 baseball teams representing 23 states came to play in tournaments in the Dyersville area in 2024, a 240 percent increase over the prior year.¹

Figure 1. Connections for Economic Freedom Project Components Map



¹ Telegraph Herald, [Dyersville receives \\$12.5 million grant for permanent Field of Dreams stadium | Breaking | telegraphherald.com](https://www.telegraphherald.com), accessed January 10, 2025

Detailed Scope of Work

The Project involves three components, detailed in **Figure 1**. Completed construction of all components is anticipated by the end of 2030, if funding is awarded.

Existing Transportation Challenges

The CN Railway line creates multiple conflict points, with the nearest grade-separated crossing located 5 miles west of Dyersville. Approximately 10 trains cross tracks daily in Dyersville and when trains block primary routes, emergency medical services (EMS) are forced into extended detours. Combined with flooding, these closures delay emergency response significantly and disrupt mobility. Since 2000, Dyersville has experienced six major flooding events that isolated residential neighborhoods and dramatically increased EMS response times. In addition, the absence of bicycle and pedestrian facilities limits safe multimodal transportation options, reducing connectivity and quality of life. Current funding is insufficient to implement the improvements needed to address these critical safety, mobility, and resiliency challenges.

Proposed Project Component Solutions

Component 1 – North-South Connection (7th Street SW to 1st Avenue W, Beltline Overpass)

The new North-South Connection is a critical flood-resilience project corridor. Component 1 will include the following:

- A new bridge, road, and trail over Bear Creek that aligns with 7th Street SW. This includes a 518-foot-long, multispan, prestressed concrete beam (PPCB) bridge and realignment of Bear Creek for conformance with Iowa Department of Natural Resources (DNR) requirements for floodway conveyance, clearance of the paddle trail, and no-rise criteria.
- A new urban roadway and trail overpass that eliminates an at-grade crossing of Beltline Road and the CN Railway. This includes a 32-foot-wide roadway with a 10-foot-wide multiuse trail with 1-foot shoulders and a 110-foot-long, single-span, steel girder bridge over the CN Railway.
- New roundabout to raise and realign the intersection of 7th Street SW, 1st Avenue W, and Beltline Road while also reducing vehicle conflict points and crash risk.

In combination, these corridor elements will:

- Create a reliable linkage between the southwest and north side neighborhoods and adjacent industrial area, even during flood events.
- Establish a secondary north-south route that supports emergency service access in case of accidents or train blockage of U.S. Highway 52 (US-52)/9th Street SE.
- Provide access to areas of Dyersville that have historically been completely cut off from emergency services and other vital access during flood events.
- Create the first, and only, grade-separated railroad crossing within 5 miles of Dyersville;
- Connect Dyersville's trail system to the 30-mile-long regional Heritage Trail.

Project development of Component 1 is approximately 20 percent complete, including the establishment of the bridge type, size, and location. Active coordination with DNR related to the floodplain accommodations are progressing. It is anticipated that coordination with the Federal Emergency Management Agency on a Conditional Letter of Map Revision (CLOMR) will also be needed.

Component 2 – East-West Connection (13th Avenue SE to 12th Avenue SW)

Like the North-South Connection, the East-West Connection is a critical flood-resilience project identified during planning work and will create a reliable multimodal link and critical EMS connection among the southwest neighborhoods, schools, hospital, and fire and law enforcement services. Preliminary design is complete ([Appendix D](#)), and the City owns the ROW.

This new corridor will connect 13th Avenue SE and 12th Avenue SW over the North Fork Maquoketa River and include the following:

- A 511-foot-long, multispans, PPCB primary bridge and 232-foot-long PPCB secondary bridge to meet the conveyance requirement and no-rise criteria established by Iowa DNR and the height requirements for the established paddle trail. The new roadway elevation is currently modeled to provide access for emergency services up to the 100-year flood elevation. This will provide additional local system redundancy during flooding events.
- A 34-foot-wide roadway with a protected, 10-foot-wide multiuse trail with 1-foot shoulders.
- Roadway lighting.
- New urban curb and gutter roadway section with storm sewer and subdrains.

Environmental field studies have been completed, and the Categorical Exclusion (CE) documentation is currently underway. Overall Project development has progressed to 30 percent complete for Component 2. Concurrence on hydraulic modeling methodology has also been received from Iowa DNR for conformance with requirements for floodway conveyance, clearance of the paddle trail, and no-rise criteria, and Component 2 and is ready to advance to the CLOMR process.

Component 3 – Community Trail Connections (multiple locations)

The Project will close critical gaps in Dyersville's bicycle and pedestrian network and create safe, continuous connections across the community. Years of planning have consistently prioritized the need for a cohesive multimodal system that supports all users. In 2018, 52 percent of the Dyersville community identified "improving and increasing active transportation" as a planning priority (2018 Comprehensive Plan). This Project addresses the most significant gaps in the existing trail network and will create continuous and safe connections throughout the community. Adding wayfinding signage will provide accessible, easy-to-navigate routes for all users.

The Project will add 2.5 miles of new trails, trail-width sidewalks, and buffered bike lanes at key locations to complete both north-south and east-west non-vehicular connections across the City. These improvements will include crosswalks, accessible ramps, and pedestrian signals to ensure safety and accessibility. By building out these dedicated paths, the Project will unlock seamless access to an additional 30 miles of regional trails and create a fully connected network for residents and visitors. These areas, outlined in **Figure 1**, include the following:

- 13th Avenue SE between 6th Street SE and the east end of the new East-West Connection. Pedestrian traffic control signals at the US-52 intersection will include Americans with Disabilities Act-compliant ramps.
- Dyersville Park Trail, which will include a new segment from the west end of the East-West Connection bridge along the river that terminates at Candy Cane Park and the existing trail network.
- 12th Avenue SW from the west end of the East-West Connection.
- 7th Street SW, including bike lanes painted between 12th Avenue SW and the south end of the proposed bridge over Bear Creek and sidewalks to fill gaps between 9th Avenue SW and the south end of the Bear Creek bridge.
- Beltline Segment, which will include a new trail along Beltline Road connecting to 2nd Street NE.

The development of Component 3 is 10 percent complete. Cost has been estimated from conceptual plans. A preliminary cost estimate is anticipated for National Environmental Policy Act (NEPA) decisions.

Project History and Community Engagement

Since 2018, the City has invested heavily in advancing the Project's components. During this time, Dyersville completed conceptual and preliminary designs, initiated NEPA review, and conducted extensive public involvement. Engagement efforts included presentations, public meetings and hearings, and interviews with key organizations. To ensure broad participation, the City also contracted a professional public involvement consultant to perform demographic analysis and targeted outreach to senior populations and service providers to capture travel patterns and unique challenges to inform Project design. The resulting Demographic Profile and Transportation Access Impacts Report is linked as [Appendix C](#).

Project Location and Census Geography

The Project is located in Dyersville, Iowa, a rural city in eastern Delaware County and western Dubuque County, which together have a population of 116,228. Project components span both counties, and a Project location KMZ file is included as an attachment.

While many rural communities are shrinking, Dyersville's population grew by 10 percent from 2010 to 2020 (from 4,000 to 4,500 residents), and nearly 20 percent of its population is over age 65, underscoring the need for safe, accessible transportation options. The Project area lies primarily in Census Tract 105, with a small portion in Census Tract 9501. Although this is not a U.S. Department of Transportation (USDOT)-designated area of persistent poverty, pockets of poverty exist. The northwest corner of the City consistently reports around 11 percent of households living below the poverty level in the last 12 months.

By improving multimodal connections, the Project will provide broad access to community resources, emergency services, housing, jobs, schools, recreational amenities, and regional trails, all of which advance the BUILD grant program priorities of mobility and community connectivity, safety, economic opportunity, and quality of life for all residents.

Broader Area Context

The Project complements and strengthens broader local and regional transportation investments by closing long-standing network gaps and creating a safer, more cohesive multimodal system for Dyersville. The proposed grade-separated north-south at-grade crossing and new east-west bridge connection transform previously disconnected areas into a unified community, improving access between residential neighborhoods, Dyersville Elementary School, parks, and key community amenities. Integrated bicycle and pedestrian facilities throughout the Project provide continuous, low-stress connections that will link directly to the 30-mile-long regional trail system, enhancing first- and last-mile freight access and expanding travel options for residents of all ages and abilities. By tying the roadway, trail, and community destinations into a single, coordinated network, the Project ensures existing transportation investments work better together while advancing safety, mobility, and quality of life for the entire community.

City of *Dyersville*



BUILD Capital Grant: Project Readiness

Project Readiness and Risk

The City of Dyersville (City) is ready to advance the Project upon receipt of a Better Utilizing Investments to Leverage Development (BUILD) grant. The following discussion summarizes the City’s readiness to deliver the Connections for Economic Freedom project (Project), including schedule, budget, and risk considerations. Together, these elements demonstrate that the Project can move forward efficiently and meet all federal obligations and delivery requirements.

Planning and Constructability

Regional and Statewide Planning Documentation

The Project is currently listed in the [Regional Planning Affiliation \(RPA\) 8 Transportation Improvement Program \(TIP\) Federal Fiscal Year \(FFY\) 2026–2029](#) and the [Statewide Transportation Improvement Program \(STIP\) 2026–2029](#). The Project design is compliant with all Iowa Department of Transportation (Iowa DOT) standards and all Federal Highway Administration (FHWA) requirements. There are no additional State or local planning requirements for the Project to progress.

Figure 1. Iowa DOT STIP 2026-2029 Inclusion

Project ID	Project Number	Approval Level		2026	2027	2028	2029	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
48369	ILL-2160()-93-31	FHWA Approved	Total	\$19,900,000				\$19,900,000
Dyersville	In the city of Dyersville, On 1ST ST SW, Over SMALL STREAM		Federal Aid					
	Pavement Widening, Bridge New		Local	\$3,900,000				\$3,900,000
			Other	\$16,000,000				\$16,000,000

State and Local Approvals

The proposed improvements are consistent with local and regional plans to maintain transportation facilities and systems in a state of good repair, including the Dyersville Comprehensive Plan and RPA 8’s 2040 Long-Range Transportation Plan. While the City has been planning these projects for several years, no State or federal funding was originally anticipated. Given the Project’s high-priority status and anticipated regional impact, it was incorporated into the FFY 2022–2025 TIP and STIP and will be updated to include BUILD funding upon award notification. Preliminary plans (30% design) for Component 2 are linked in [Appendix D](#). No additional State or local approvals are required for construction. A letter detailing the City’s local commitment to funding this project is provided in the Funding Commitment attachment.

Railroad Coordination

The City has received approval from Canadian National (CN) Railway to build the Beltline Overpass, which is part of the North-South Connection, across its tracks, creating a grade separation.

Property Acquisition and Right-of-Way

Components 1 and 3 will require some land acquisition for right-of-way (ROW) needs. No buildings will be affected and no relocations will occur. Component 2 will not require any additional ROW or acquisitions. **Table 1** outlines the ROW schedule.

Proposed Schedule

The City is committed to meeting the September 30, 2030, statutory deadline for funding obligation and the September 30, 2035, expenditure deadline. The proposed Project can begin quickly upon



award of BUILD grant funding, as indicated in **Table 1**. The Project includes flexibility to allow unexpected delays of up to 11 months without putting the funding at risk.

Table 1. Detailed Project Work Plan and Schedule

Project Phase		North-South Connection (1)	East-West Connection (2)	Community Trail Connections (3)
NEPA/Permitting Status	Class of Action	CE (Anticipated)	CE (Anticipated)	CE (Anticipated)
	Status	Underway	Field studies underway	Not started
	NEPA Start	Jun-27	Jun-27	Jun-27
	NEPA End	Mar-28	Mar-28	Mar-28
	Permits Start	Sep-27	Mar-28	Mar-28
	Permits End	Sep-28	Sep-28	Jun-28
Funding Status	Currently in STIP?	Yes	Yes	Yes
	Phases Funded with BUILD	Construction	Construction	Construction
	Contingency Applied	Yes	Yes	Yes
	Other Funding Secured?	Yes	Yes	Yes
Design Status	Concept Planning and Estimating	Complete	Complete	Complete
	Preliminary Design Start	Jun-27	Jun-27	Jun-27
	Preliminary Design End	Dec-27	Dec-27	Dec-27
	Final Design Start	Mar-28	Mar-28	Mar-28
	Final Design End	Mar-29	Mar-29	Sep-28
	Current Design % Complete	20%	30%	10%
	Bid Prep Package Type	Design, Bid, Build	Design, Bid, Build	Design, Bid, Build
Right-of-Way Status	ROW Start	Mar-28	N/A	Mar-28
	ROW End	Sep-28	N/A	Sep-28
	Acquisition Needed?	Yes	No	Yes
	Relocation Needed?	No	No	No
	Agreement Type	Standard through Iowa Department of Transportation (Iowa DOT)		
	Anticipated Finalization of BUILD Grant Agreement	Agreement Feb-27		
	Letting (BUILD Grant Funds Obligation)	Jun-29	Jun-29	Jan-29
Construction Status	Construction Start	Aug-29	Aug-29	Apr-29
	Construction End	Dec-30	Oct-30	Dec-29

NEPA and Permitting

NEPA

The Project will be delivered in three separate components with logical termini and independent utility and likely managed under four separate contracts and four separate National Environmental Policy Act (NEPA) decisions, anticipated to be Categorical Exclusions (CE). These actions have been bundled for resource and delivery efficiency and are expected to be delivered as follows.

Component 1, North-South Connection, includes the construction of a new roadway, multiuse trail, and bridge over Bear Creek that aligns with 7th Street SW; the Beltline Overpass (which involves the construction of a new bridge and multiuse trail over the CN Railway); and construction of a roundabout connecting the Beltline Overpass, 7th Street SW, and 1st Avenue W. Public involvement, NEPA field studies, and design for Component 1 are currently underway. The next steps include NEPA approval, final design, ROW acquisition, and additional public involvement. This Project component is anticipated to let in June 2029 as a single contract package.

Component 2, East-West Connection, includes the construction of a roadway, multiuse trail, and bridge over the North Fork Maquoketa River. Public involvement, NEPA field studies, and design for Component 2 are currently underway. The next steps include NEPA approval, final design, ROW acquisition, and additional public involvement. This Project component is anticipated to let in June 2029.

Component 3, Community Trail Connections, includes additional trails, wide sidewalks, and buffered bike lanes to fill gaps and create a cohesive, connected, accessible, and safe pedestrian and bicycle infrastructure network. Directional wayfinding will also be incorporated to guide users to parks, business districts, the larger regional trail system, and the iconic *Field of Dreams* movie site. Planning and public involvement for Component 3 are currently underway. The next steps include preliminary design, NEPA review, ROW verification and acquisition, and additional public involvement. This Project component bundles five trail segments into a single project package for design, NEPA review, ROW verification and acquisition, and delivery. This contract package is anticipated to let for construction in 2029.

The 13th Avenue SE connection requires a more-thorough environmental analysis because channel realignment will be required. A qualitative environmental analysis is linked in [Appendix D](#). The NEPA process is anticipated to be completed in 2028. Before Iowa DOT issues a NEPA CE, the State Historic Preservation Office (SHPO) must formally confirm that historic resources will not be affected, and the U.S. Fish and Wildlife Service (USFWS) needs to concur that no threatened or endangered species will be harmed. It is expected that SHPO and USFWS reviews will be completed in 2028. A CE is also anticipated for the Community Trail Connections.

Permitting

The improvements planned as part of the Project will not affect wetlands or habitats and will not impose adverse impacts on environmental or historic resources. The Project poses no risk to cultural resources, and no federal- or State-listed plant or animal species has been observed along any of the Project corridors. **Table 2** summarizes all permits and reviews and their anticipated timelines.

Table 2. Required Permits, Reviews, and Status

Agency	Permit/Review	Status	Date Issued or Expected		
			Component 1: North-South Connection (7th)	Component 2: East-West Connection (12th)	Component 3: Community Trail Connections
Iowa DOT	Work in ROW	Concurrence with Iowa DOT	N/A	N/A	Sept-24
Iowa Department of Natural Resources (DNR)	National Pollutant Discharge Elimination System	Pending construction date	Sep-28	Sep-28	Sep-28
	Construction in Floodplain	In-design: Received concurrence from DNR on design	Sep-28	Sep-28	Sep-28
Federal Emergency Management Agency/DNR	Conditional Letter of Map Revision	In-design: Concurrence with DNR on approach	Sep-28	Sep-28	Sep-28
SHPO	Historic Resources Review/4(f)	In-design: Phase 1 complete	Mar-28	Mar-28	Mar-28
U.S. Army Corps of Engineers	404/401	In-design: Phase 1 complete	Sep-28	Sep-28	Jun-28
Federal Highway Administration (FHWA)/Iowa DOT	NEPA	Pending NEPA start Approval anticipated	Mar-28	Mar-28	Mar-28
CN Railway	Work on railway ROW	Concurrence with CN on approach	Sep-28	N/A	N/A

Project Support

The City sought community input through a presentation and public discussion at a December 21, 2020, City Council meeting and two public meeting presentations and hearings on March 15 and September 22, 2021. The City Council invited the public to attend the public meetings and hearings and offered an opportunity for the public to provide comments on the Project, which would be integrated in further design documents. Agendas for these meetings and hearings can be found on the [City's website](#).

In addition to traditional input methods, the City contracted with a professional public involvement consultant to conduct demographic analysis and targeted outreach to understand travel patterns and unique challenges to inform the Project's design. The Demographic Profile and Transportation Access Impacts Report is linked in [Appendix C](#). Contacts established through this process and the City's construction communication strategy will ensure consistent communication with residents throughout the Project. **Letters of Support demonstrate broad public backing for the Project.**

Risks and Mitigation

The Project is both timely and low risk; however, no project is risk free. As such, the City has identified several potential risks that could hinder Project progress and developed associated mitigation strategies to minimize impacts, including the following:

- **NEPA process delays:** Schedule risk is minimal based on Project progress and experience with similar projects. Adequate schedule contingency has been included.

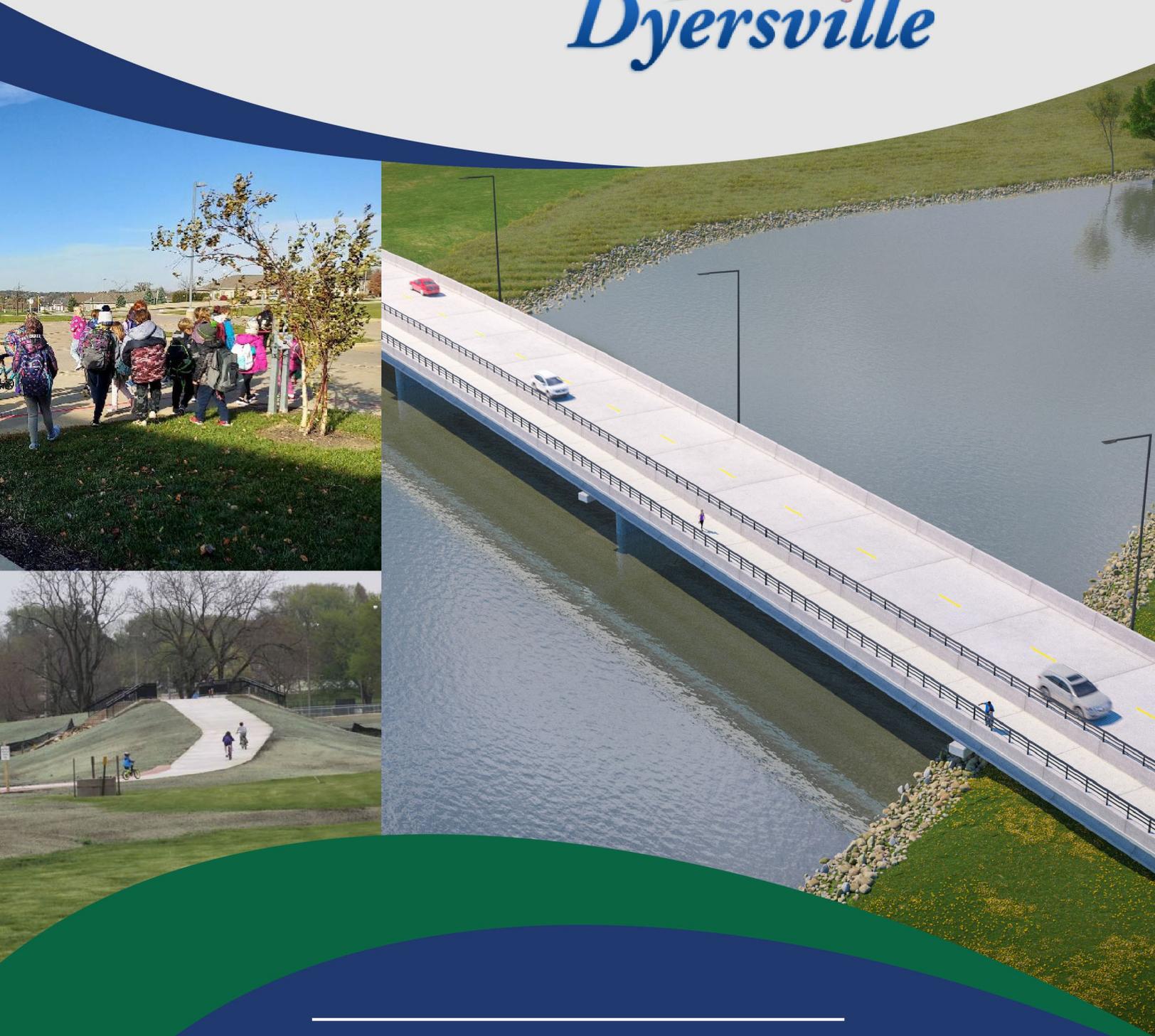
- **Component 1** – Dyersville anticipates a CE for Component 1, North-South Connections.
- **Component 2** – CE completion pending SHPO confirmation of no historic resource impacts and USFWS concurrence that no threatened or endangered species will be affected; both determinations are expected within a reasonable timeframe, allowing NEPA completion in 2028.
- **Component 3** – Anticipated to be processed as a CE, supporting NEPA completion in 2028.
- **Political or public opposition:** The Project is widely supported and has received strong approval from the Dyersville City Council. While conditions may evolve, the City is committed to ongoing communication with the public and local officials. Project outreach is led by an executive committee and supported by the City’s project manager through public meetings, required hearings, and regular public comment opportunities at biweekly City Council meetings.
- **Delays in procurement:** Contracts will require material procurement within 4 months of execution. Long-lead materials will be purchased early and stored through a dedicated bid item. Contractors must identify material sources and lead times, which will be actively tracked by the construction administration team.
- **Lack of affordable bids:** Per Iowa DOT bidding guidelines, if no affordable bids are received, an engineering evaluation will be performed, plan adjustments will be made (as necessary), and the Project will be rebid along with sending a notice of bid opportunity to a larger area to draw additional interest from outside the regional area.
- **Cost overruns:** Appropriate contingency costs have been built into the budget. The City has also committed to covering cost overruns as deemed appropriate.
- **Construction delays:** The Project is scheduled for completion by 2030, with built-in schedule float to address potential funding, labor, or material delays. The City is confident the Project will meet the September 30, 2030, obligation deadline and the September 30, 2035, expenditure deadline.

Applicant Capacity Review

The City has worked with residents on past transportation network improvement projects to garner community support and to acquire ROW when necessary. City Administrator Mick Michel is a professional administrator with more than 28 years of experience administering grant funds and will serve as “in responsible charge” of the Project. City Public Works Director/City Engineer John Wandsnider is a licensed engineer and will offer his expertise during project construction and subsequent asset management and maintenance of this critical transportation infrastructure for years to come. The City is a certified Local Public Agency and will administer this project through Iowa DOT’s Local Systems Bureau. The City will follow Iowa DOT’s Instructional Memorandums to ensure regulatory compliance with all three project components, including but not limited to, Buy America provisions, Americans with Disabilities Act regulations, Civil Rights requirements, procurement, the Davis-Bacon Act, NEPA, and the Uniform Act.

The City has completed a \$13.5 million water and sewer project and is partnering with a not-for-profit organization to construct a \$55 million professional baseball park at the *Field of Dreams* movie site. Both projects are anticipated to be delivered on time and on budget. The City is also in the process of administering a Building Resilient Infrastructure and Communities grant-funded project. In anticipation of the Connections for Economic Freedom project, the City Council has approved matching funds to support the successful delivery of this critical infrastructure.

City of *Dyersville*



BUILD Capital Grant: Project Budget

Project Budget

Project Budget

Sources, Uses, and Availability

Dyersville is a rural community.
Total Cost: \$29,181,500
BUILD: \$25,000,000 (86 percent)
Local: \$4,181,500 (14 percent)

The Connections for Economic Freedom project (Project) is a \$29,181,500 connectivity-focused project that will build new, key multimodal connections and create a sustainable and resilient transportation network in this rural community. To reduce the impact from both flood and rail blockage events, two

new roadway bridge connections will be implemented to create reliable access for the community, which does not exist currently, by adding network linkage and eliminating an at-grade rail crossing. Five new trail segments will provide connected bicycle and pedestrian opportunities for all users. This Project will reduce emergency response times and support tourism and economic vitality.

The City of Dyersville (City) is submitting a Better Utilizing Investments to Leverage Development (BUILD) grant request for \$25,000,000. This generational investment in Dyersville is not possible without BUILD grant funding from the U.S. Department of Transportation (USDOT). Dyersville has secured and committed \$4,181,500 in match, representing 14 percent of the total Project cost. The match includes in-kind contributions of right-of-way (ROW) already owned by the City that will be incorporated into the Project limits, in-kind Project staff for administrative activities, and \$3,563,000 in bond-secured cash. This financial commitment is not subject to restrictions and is documented in the Funding Commitments attachment.

Project Breakdown of Costs

Tables 1 and 2 provide a breakdown of Project costs by component and the source of matching funds for the primary components: North-South Connection, East-West Connection, and Community Trail Connections. This budget was informed by cost estimates prepared by registered engineering staff in January 2024 and updated for this application in January 2025 and January 2026. Because cost estimates were updated within the last year, annual inflation was not applied, per the BUILD Notice of Funding Opportunity (NOFO). The cost estimate assumptions for contingency vary by each component's design status and are reflected in **Table 3**. This rate is informed by both the construction cost index and current bonding rates.



Table 1. Detailed Cost by Component

Detailed Cost Elements	Component 1: North-South Connection (7th Street)	Component 2: East-West Connection (12th Avenue)	Component 3: Community Trail Connections	Total Cost
	<i>Based on 20% Design</i>	<i>Based on 30% Design</i>	<i>Based on 10% Design</i>	
Future Eligible Cost				
Project-Wide Public Engagement	\$136,500	\$136,500	\$136,500	\$409,500
ROW	\$0	\$0	\$0	\$0
Preliminary Design	\$36,000	\$45,000	\$43,000	\$124,000
Final Design	\$593,500	\$702,000	\$86,500	\$1,382,000
Construction Administration and Inspection	\$704,000	\$108,000	\$154,500	\$966,500
Construction	\$11,120,000	\$8,100,000	\$2,483,000	\$21,703,000
Subtotal Future Eligible Cost	\$12,590,000	\$9,091,500	\$2,903,500	\$24,585,000
Contingency	\$3,113,500	\$995,000	\$488,000	\$4,596,500
Total Future Eligible Cost	\$15,703,500	\$10,086,500	\$3,391,500	\$29,181,500

Table 2. Source of Funds

Funding Source	Component 1: North-South Connection (7th Street)	Component 2: East-West Connection (12th Avenue)	Component 3: Community Trail Connections	Total Cost	Federal/Local Percentage
BUILD Funds	\$13,453,500	\$8,641,000	\$2,905,500	\$25,000,000	86%
Other Federal Funds	\$0	\$0	\$0	\$0	
Non-Federal Funds	\$2,250,000	\$1,445,500	\$486,000	\$4,181,500	14%
Total Project Cost	\$15,703,500	\$10,086,500	\$3,391,500	\$29,181,500	100%

Non-Federal Matching Funds

Table 3. Non-Federal Matching Sources

Non-Federal Matching Sources	Value	Type
Bonds	\$3,563,000	Cash
ROW	\$375,000	In-Kind
Staff Time	\$243,500	In-Kind
Total	\$4,181,500	

All local matching funds are committed and ready to be spent as soon as grant funds are obligated. The matching funds come from the City budget through General Obligation Bonds and Tax Increment Financing funds, are not allocated to any specific project element, and do not carry any use restrictions. Funding commitment documentation is included as an attachment to the application. The City will

request in-kind match as part of the Project because funds are greatly restricted in this rural community. The details of the in-kind match will be proposed to USDOT during the agreement development to recognize the City’s administrative activities related to the administration of this award and the value of the real property owned by the City that is being incorporated into the Project. The City may also request an Advance Construction Agreement from the Iowa Department of Transportation (Iowa DOT) and USDOT to avoid delaying project advancement during the period that will lapse between grant announcement and grant obligation.

Non-participating Costs

The Project’s total cost is \$30,402,000, including previous and future expenses. The City anticipates spending \$1,220,500 before the grant agreement to conduct public engagement, functional design concept, preliminary engineering, and environmental studies for both the North-South Connection and East-West Connection, leaving a total future eligible project cost of \$29,181,500. The City has a policy to purchase property identified in the comprehensive plan as it becomes available on the real estate market as a land preservation acquisition. These are voluntary, willing buyer/willing seller sales. As part of this policy, the City owns property for Components 2 and 3, which are anticipated to be incorporated into the Project’s ROW limits. The rest of the property will become park space connecting to an extensive water trail system in a complementary project. complete

Contingency Amounts and Level of Design

The Project cost estimate includes contingency to account for unknown cost escalation. Registered professional engineers developed cost estimates informed by historic bid prices in the Iowa market and cost estimating standards. Contingency varies across components and is informed by the current design percent complete and anticipated letting date. Contingency amounts by component are listed in **Table 1** and additional detail is available in **Table 4**.

- **Component 1** – North-South Connection (7th Street) is currently at 20 percent design. This component includes a new roadway with a river crossing, an intersection improvement, a rail crossing, and bike and pedestrian facilities. The Project is anticipated to be let in 2029. A 20 percent contingency was applied to this component.

- **Component 2** – East-West Connection (12th Avenue) is currently at 30 percent design. This component includes a new roadway with a river crossing and bike and pedestrian facilities. The Project is anticipated to be let in 2029. A 10 percent contingency was applied to this component.
- **Component 3** – Community Trail Connections is currently at 10 percent design. This component includes a roadway modification project that creates safe bike and pedestrian facilities and crossings throughout Dyersville. The Project is anticipated to be let in 2029. A 15 percent contingency was applied to this component.

Despite the inclusion of such contingencies, circumstances may arise that cause Project costs to increase above the stated amounts. The City will secure General Obligation Bonds and Tax Increment Financing funds to cover any cost overruns for the Project, should they occur.

Table 4. Cost Assumption Disclosure

	Component 1: North-South Connection (7th Street)	Component 2: East-West Connection (12th Avenue)	Component 3: Community Trail Connections
Design Percent at Cost Estimate	20%	30%	10%
Contingency Applied	20%	10%	15%
Letting Year	2029	2029	2029

Project Costs per Census Area

All project components are located in Census Tract 105, Dubuque County, Iowa, which is not identified as disadvantaged or as an area of persistent poverty.

Table 5: Project Costs per Census Area

2020 Census Tract(s)	Project Costs per Census Tract
Census Tract 105	\$29,181,500
Rural	Total Project Cost: \$29,181,500

Project Costs per Urban/Rural Area

100 percent of funds are being spent within Census Tract 105, which is a designated Rural Area (located outside a 2020 Census-designated urban area with a population greater than 200,000).

Table 6: Project Costs per Urban/Rural Area

Urban and Rural	Project Costs
Urban	\$0
Rural	\$29,181,500

City of *Dyersville*



BUILD Capital Grant: BCA Narrative

Benefit-Cost Analysis

Dyersville, Iowa is requesting \$25 million in US Department of Transportation (USDOT) Better Utilizing Investments to Leverage Development (BUILD) Grant funds to enhance connectivity with the construction of a \$29.62 million (undiscounted 2024 dollars) project to build new key roadway and bridge connections, on- and off-street bicycle facilities, and Americans with Disabilities Act (ADA) compliant sidewalk connections in this rural city. This request accounts for 88 percent of future eligible project costs.¹ Dyersville is burdened with disconnected roads, trails, and sidewalks, along with physical barriers during flood events and train activity which cut off critical access for emergency and city services. These missing connections also hinder growth of community connectivity in the city. USDOT resources will help Dyersville establish a complete transportation network to improve access throughout the community, eliminate a hazardous at-grade rail crossing, reduce emergency response times, and promote economic development.

A significant transportation concern is discontinuity among the community due to the existing design of the local roadway network, which is further exacerbated during flooding events that cut off several neighborhoods. Dyersville's disconnected road network causes numerous access problems, isolates neighborhoods, and creates challenges for emergency vehicles trying to reach flooded neighborhoods. The proposed bridges over the creek and floodplains would alleviate this issue.

The City of Dyersville's economy relies heavily on agriculture, manufacturing, and tourism, which draws more than 275,000 tourists annually. This influx of people to the small, rural, Iowan town places additional strain on local infrastructure. Additionally, 18% of Dyersville's population is 65 years old or older. The project elements will improve all transportation access throughout the city for this population. In seeking to address safety and EMS response times during rail crossing closures and delays, flood events isolating neighborhoods, and increasing traffic volumes, Dyersville has proposed the construction of new east-west and north-south connections through town. The Connections for Economic Freedom project consists of three primary components:

1. **North-South Connection:** 7th Street SW connection to 1st Avenue W over Bear Creek and Beltline Road Overpass to provide a grade-separated crossing of the CN railway on the north edge of town.
2. **East-West Connection:** 13th Avenue SE connection to 12th Avenue SW over North Fork Maquoketa River to provide an essential connection for emergency services and between residents to the east and west of the river.
3. **Community Trail Connection:** A six-foot wide paved path along the east side of 7th Street SW combined with painted bike lanes will complete the trail network, promoting connectivity. Marked crosswalks and MUTCD-compliant signage will raise awareness of the presence of vulnerable road users.

¹ Future eligible costs do not include NEPA and Permitting Costs. These items are included in the BCA Analysis to consider all project costs, eligible and otherwise.

The proposed project improves the transportation network to more efficiently move people and goods. The construction of bridges over the creek and floodplains specifically addresses the need to improve safety and explicitly addresses resiliency through infrastructure that enhances connectivity for all communities at all times, but particularly during the frequent flood events.

Table 1: Summary of Infrastructure Improvements and Associated Benefits

Current Status & Anticipated Changes to Baseline Conditions	Type of Impacts	Population Affected by Impacts	Economic Benefits	Discounted Monetized Benefits (millions of 2024 dollars)	Merit Criteria (Section)
Undersized roads and disjointed routes with level grade crossings that top over with floodwaters and are blocked by trains, separating neighborhoods across Dyersville.	Crash Reduction Benefit	Drivers and passengers	Monetized reduction in injury and fatality crashes.	\$5.59	Safety (6.1)
	Emergency Response Benefit	General public	Fire and EMS will be able to arrive at emergencies faster and without obstruction	\$3.76	
Three new resilient bridges—one over the railroad tracks and two over bodies of water—that will knit Dyersville together and be resilient	Emissions Reduction	General public	Dollar value associated with reduced vehicle emissions	\$0.01	Environmental Sustainability (6.2)
	Reduced Mortality Benefit – New Cyclists and Pedestrians	New cyclists and pedestrians	Implied dollar value of health benefits realized by new riders	\$0.05	Quality of Life (6.3)

Current Status & Anticipated Changes to Baseline Conditions	Type of Impacts	Population Affected by Impacts	Economic Benefits	Discounted Monetized Benefits (millions of 2024 dollars)	Merit Criteria (Section)
against stormwaters. Multi-use trails throughout Dyersville to fill gaps in the existing trail network, promoting connectivity.			and pedestrians		
	Facility Improvements for Cyclists and Pedestrians	Existing and new cyclists and pedestrians	Implied dollar value of amenity benefits from improved facility	\$0.46	Mobility and Community Connectivity (6.4)
	Travel Time Savings	Drivers and passengers	Dollar value associated with travel time savings.	\$7.74	Economic Competitiveness and Opportunity (6.5)
	Vehicle Operating Cost Savings	Drivers	Dollar value savings associated with VMT reduced by more efficient routes	\$3.81	
	Pavement Maintenance Cost Savings	State and local governments	Dollar value associated with maintaining roadway pavement	\$0.002	State of Good Repair (6.6)
	Residual Infrastructure Value	State and local government	Remaining value in infrastructure assets at the	\$2.34	

Current Status & Anticipated Changes to Baseline Conditions	Type of Impacts	Population Affected by Impacts	Economic Benefits	Discounted Monetized Benefits (millions of 2024 dollars)	Merit Criteria (Section)
		s; General public	end of the period of analysis		
	Incremental Operating and Maintenance Costs	Additional Operating and Maintenance Costs	Additional maintenance costs due to new construction	-\$0.94	N/A (disbenefit)

The period of analysis used in the estimation of benefits and costs runs from 2025 through 2050, which includes 6 years of project development (ROW, design, and construction) and 20 years of operations.² In constant 2024 dollars, total undiscounted project capital costs are \$29.62 million, and discounted costs (using a 7% discount rate) are \$20.67 million (see Table 2).³

Table 2: Summary of Project Capital Costs, in Dollars of 2024

Cost Category	Undiscounted Project Costs	Discounted Project Costs
Capital Costs	\$29,616,697	\$20,688,023

Per USDOT Guidance, incremental operations and maintenance (O&M) costs due to the project are classified as disbenefits, rather than an increase in cost.

A summary of the relevant data and calculations used to derive the benefits and costs (in dollars of 2024) of the project are shown in the Benefit-Cost Analysis (BCA) model Microsoft Excel file also submitted with this application package. Based on the analysis presented in the rest of this document, the project is expected to generate \$22.82 million in total discounted benefits and \$20.67 million in discounted capital costs, using a 7 percent real discount rate. **Therefore, the project is expected to generate a Net Present Value (NPV) of \$2.15 million and a benefit-cost ratio (BCR) of 1.10.**

² Note that all costs incurred prior to 2025 are modeled in 2025.

³ Monetized Project costs account for NEPA costs, which are required by for Project completion but not an eligible expense for the grant request. The Project total cost shown in the grant request includes only eligible costs.

In addition to the monetized benefits, the project will generate many benefits that are difficult to quantify and monetize in a BCA. These non-monetized benefits – which include increased jobs and economic development, expanded infrastructure to handle future Major League Baseball (MLB) games, increased infrastructure resiliency, decreased flooding impacts across Dyersville, and avoided delay at railroad grade crossings – are further discussed in the project description and merit criteria sections.

Introduction

This document provides detailed technical information on the economic analyses conducted in support of the grant application for Enhancing Multimodal Connections in Dyersville.

- Section 2, Methodological Framework, introduces the conceptual framework used in the BCA;
- Section 3, Project Overview, provides an overview of the project, including a brief description of existing conditions and proposed alternatives, a summary of cost estimates and schedule, and a description of the types of effects that the project is expected to generate;
- Section 4, General Assumptions, discusses the general assumptions used in the estimation of project costs and benefits;
- Section 5, Demand Projections, provides estimates of travel demand and traffic growth;
- Section 6, Benefits Measurement, Data and Assumptions, provides specific data elements and assumptions pertaining to the long-term outcome selection criteria, along with associated benefit estimates;
- Section 7, Summary of Findings and BCA Outcomes, presents estimates of the projects NPV, its BCR, and other project evaluation metrics; and
- Section 8, BCA Sensitivity Analysis, provides the outcomes of the sensitivity analysis.

Additional data tables are provided within the separately uploaded BCA model file, including annual estimates of benefits and costs, to assist the U.S. Department of Transportation (USDOT) in its review of the application.⁴

2. Methodological Framework

The BCA conducted for this project includes the monetized benefits and costs measured using USDOT guidance, as well as the quantitative and qualitative merits of the project. A BCA provides estimates of the benefits that are expected to accrue from a project over a specified time period and compares them to the anticipated costs of the project. Project costs include the resources required to develop the project. Estimated benefits are based on the projected impacts of the project on both users and non-users

⁴ The Microsoft Excel-based BCA model is provided separately as part of the application package.

of the facility, valued in monetary terms. Costs of maintaining the new or improved asset over time are included as disbenefits.⁵

While BCA is just one of many tools that can be used in making decisions about infrastructure investments, USDOT believes that it provides a useful benchmark from which to evaluate and compare potential transportation investments.⁶

The specific methodology employed in this application was developed using the USDOT's *Benefit-Cost Analysis Guidance for Discretionary Grant Programs* (December 2025) and is consistent with BUILD program guidelines. In particular, the methodology involves:

- Establishing existing and future conditions under the Build and No-Build scenarios;
- Assessing benefits with respect to each of the merit criteria identified in the Notice of Funding Opportunity (NOFO);
- Measuring benefits in dollar terms, whenever possible, and expressing benefits and costs in a common unit of measurement;
- Using USDOT guidance for the valuation of travel time improvements, safety benefits, reductions in air emissions and residual infrastructure value while relying on industry best practice for the valuation of other effects;
- Discounting future benefits and costs with the real discount rate recommended by USDOT (7 percent); and
- Conducting a sensitivity analysis to assess the impacts of changes in key estimating assumptions.

3. Project Overview

The Connections for Economic Freedom project will improve connectivity, emergency response times (especially in times of flooding), better handle increasing traffic volumes, improve the level of service, provide additional direct connections across Dyersville, reduce auto accidents, avoid rail conflicts, improve the pedestrian and bicycling environment, and promote economic development in Dyersville.

The City of Dyersville, Iowa seeks Better Utilizing Investments to Leverage Development (BUILD) Grant funds to support the Connections for Economic Freedom project. The proposed project creates sustainable, new multimodal transportation connections through key infrastructure additions that create alternative access across the North Fork of the Maquoketa River, Bear Creek, and the Canadian National (CN) Railway, connecting neighborhoods, modes, and economies within this rural town. These connectivity enhancements include a new bridge crossing across the North Fork, a new bridge connection across the Maquoketa River, new trail connectivity, wider

⁵ USDOT, *Benefit-Cost Analysis Guidance for Discretionary Grant Programs*, December 2025.

⁶ Ibid.

sidewalks and bike lanes. The improvements will create resilient, sustainable, future-proof infrastructure connections to support quality of life and economic prosperity.

3.1 Base Case and Alternatives

Estimates of baseline conditions (the “No-Build” scenario) were forecasted over the analysis period and then compared to the alternative conditions of the Build scenario in the benefit-cost analysis. The Full Build scenario assumes the creation of two key bridge connections and one additional element as described below:

- 1. North-South Connection:** 7th Street SW connection to 1st Avenue W over Bear Creek and Beltline Road Overpass to provide a grade-separated crossing of the CN railway on the north edge of town.
- 2. East-West Connection:** 13th Avenue SE connection to 12th Avenue SW over North Fork Maquoketa River to provide an essential connection for emergency services and between residents to the east and west of the river.
- 3. Community Trail Connection:** A six-foot wide paved path along the east side of 7th Street SW combined with painted bike lanes will complete the trail network, promoting connectivity. Marked crosswalks and MUTCD-compliant signage will raise awareness of the presence of vulnerable road users.

The two primary bridge connection elements (the “East-West” and the “North-South”) are also evaluated independently in this BCA, though the discussion primarily focuses on the Full Build scenario, where all project elements are constructed.

3.2 Types of Impacts

The BCA measures impacts on residents and workers in Dyersville, as well as on visitors and society at large. These impacts include direct traffic impacts, vehicle emissions, infrastructure maintenance, vehicle safety, emergency response, and quality of life / health impacts.

3.3 Project Cost and Schedule

The total capital cost of the full project, including costs to date, is estimated to be \$29.62 million (undiscounted) in 2024 dollars. The project team has prepared a schedule of planning, construction and implementation, available in the main application. Future capital expenditure is scheduled to begin in 2027 and conclude in 2030.

3.4 Effects on Selection Criteria

The main benefit categories associated with the project are mapped into the seven selection criteria set forth for the BUILD program in the table below.

Table 3: Benefit Categories and Expected Effects on BUILD Merit Criteria

BUILD Merit Criteria	Benefit or Impact Categories	Description	Monetized	Quantified	Qualitative
Safety	Crash Reduction Benefit	Reduced VMT will result in fewer traffic incidents reducing costs associated with fatalities, injuries and property damage.	Yes	Yes	Yes
	Emergency Response Benefit	Reduced congestion and improved connections will result in improved fire and EMS emergency vehicle response times.	Yes	Yes	Yes
Environmental Sustainability	Emissions Reduction	Reductions in greenhouse gas and air pollutant emissions will result from changes in auto use as some people will opt to walk or bike rather than drive.	Yes	Yes	Yes
	Improved Infrastructure Resiliency	Adding 2 bridges over water will provide travel	No	No	Yes

BUILD Merit Criteria	Benefit or Impact Categories	Description	Monetized	Quantified	Qualitative
		options during flooding events.			
Quality of Life	Reduced Mortality Benefit – New Cyclists and Pedestrians	People not currently biking or walking will be induced to do so as a result of the project, leading to increased physical activity and providing a health benefit to these new users.	Yes	Yes	Yes
Mobility and Community Connectivity	Facility improvement benefits for new and existing cyclists and pedestrians	New and existing cyclists and pedestrians will enjoy the amenities of improved sidewalks/paths.	Yes	Yes	Yes
Economic Competitiveness and Opportunity	Travel Time Savings	Reduction in VHT for passenger vehicle and truck trips in the project area.	Yes	Yes	Yes
	Vehicle Operating Cost Savings	Reduction in VMT will result in VOC savings associated with fuel, repairs and maintenance,	Yes	Yes	Yes

BUILD Merit Criteria	Benefit or Impact Categories	Description	Monetized	Quantified	Qualitative
		insurance and depreciation.			
State of Good Repair	Pavement Maintenance Savings	Reductions in auto use and VMT will also, reduce pavement wear and tear on existing roadways.	Yes	Yes	Yes
	Residual Infrastructure Value	Disused infrastructure brought into a state of good repair and new infrastructure constructed for the project will provide decades of use beyond the period of analysis of this BCA.	Yes	Yes	Yes
Partnership and Collaboration	Discussed in the application narrative.		No	No	Yes
Innovation					

4. General Assumptions

The BCA measures benefits against costs throughout a period of analysis beginning in 2025 and ending in 2050, which includes 6 years of project development spending and 20 years of operations.

The monetized benefits and costs are estimated in 2024 dollars with future dollars discounted in compliance with BUILD requirements using a 7 percent real discount rate.

The methodology makes several important assumptions and seeks to avoid overestimation of benefits and underestimation of costs. Specifically:

- Input prices are expressed in 2024 dollars;
- The period of analysis begins in 2025 and ends in 2050. It includes permitting, design, and public engagement (2025 – 2030), and construction (2027 – 2030), and 20 years of full operations (2031 – 2050);
- A constant 7 percent real discount rate is applied throughout the period of analysis;
- The project will be substantially complete by the end of 2030, the first year of benefits are quantified in 2031; and
- The results shown in this document correspond to the effects of the Full Build alternative and includes the defined East-West component and North-South component.

5. Demand Projections

Multiple categories of benefits generated by the Connections for Economic Freedom project result directly from its implementation. These benefits include travel time savings, vehicle operating cost savings, pavement maintenance savings, safety benefits, emissions reductions, emergency services benefits, new cyclist and pedestrian health benefits, facility amenity benefits to existing and new cyclists and pedestrians, and residual infrastructure value. These benefits are generated primarily from the alleviation of congestion in the project area and use of affordable transportation options that is expected due to the connectivity improvements. The monetization of these benefit categories depends on projections of future vehicle, truck and cyclist and pedestrian activity in the Build scenario, and a comparison to how this behavior differs from the No Build scenario.

This section of the narrative presents the vehicular, pedestrian and cyclist travel projections utilized in the BCA and details the methodological approach used to estimate this activity.

5.1 Methodology

Vehicle traffic activity in the Full Build, East-West component and North-South component were provided via Traffic Model data from the City of Dyersville which are representative of weekday traffic. The projections include daily savings in VHT and VMT in the project area for 2025 and 2054. Demand was interpolated from 2026 through 2053 using a linear growth rate to estimate future daily VHT and VMT savings. Daily VHT and VMT savings values were annualized using a factor of 260 which represents the number of business days per year. The traffic analyses (for all build and no build scenarios in 2025 and 2054) were performed using procedures outlined in the Highway Capacity Manual 6th Edition, and the model was generated in Synchro Studio 11 with

SimTraffic 11. Additional information about the traffic modeling procedures are fully described in the Traffic Study Memorandum attached as [Appendix B](#).⁷

Average annual bike and walk activity was estimated using American Community Survey (ACS) population and commuter data in the project area and supplemented with information from a survey of residents and Replica network linkage data. Daily cyclist and pedestrian traffic volumes were annualized by a factor of 120 for trips to school, 173 for trips to work and 104 for trips to services. ACS data indicates that 3.0 percent of residents walk to work and 0.3 percent bike to work across Iowa, but rates of walking and biking are lower in Dyersville. Replica network linkage data suggests current Dyersville travel patterns have 3.8% of residents walk to work and 0 percent of residents bike to work. This analysis assumes that the rate of walking and biking in Dyersville will reach the state-wide average rates when existing levels are below the statewide average as a result of the new North-South and East-West bridge connections and Community Trails. Statewide rates are collected from the 2022 National Household Transportation Survey. Specifically, the share of work-related cycling trips will rise from 0 percent to 0.3 percent, the share of school-based walking trips will increase from 24.5 percent to 36.8 percent, and the share of school-related cycling trips will increase from 0.8 percent to 1.2 percent. A survey of the local elementary school indicated that there are approximately 15-20 students who currently bike in milder weather and 10 students who walk regardless of weather conditions. Based on observed data that the number of students walking or biking to school roughly doubled upon completion of a new nearby pedestrian bridge in 2020, it is assumed that an additional 50-percent increase of walking trips would be expected because of project improvements.⁸ The average walking trip distance is assumed to be 0.86 miles and the average bike trip distance is assumed to be 2.38 miles, in accordance with USDOT BCA guidance.

6. Benefits Measurement, Data and Assumptions

This section lists the BUILD merit criteria and describes the methodology, assumptions, and results for the benefits corresponding to each criteria. Note that the project is also expected to generate additional O&M costs due to the new construction. This disbenefit is included in the summary of BCA results in Section 8.

6.1 Safety

The project generates safety benefits in two ways. First by reducing the number of anticipated crashes in the project study area due to the reduction in vehicle miles traveled. Second, by improving connectivity in the study area the project will improve travel time for emergency response services during major flooding events. The Federal

⁷ Traffic Study Memorandum for Dyersville, Iowa. Prepared for City of Dyersville, IA 2025. Prepared by WHKS and provided January 2025.

⁸ Analysis of Replica Network Linkage data suggests that the share of school-related cycling trips in Dyersville are larger than the statewide average and are not assumed to increase after project completion.

Emergency Management Agency (FEMA) provides guidance for monetizing improved emergency vehicle response for BCA's.⁹ These benefits were estimated both fire and EMS response.

6.1.1 Methodology

Crashes per 100 million vehicle miles travelled (MVMT) are provided from 2021 through 2025.¹⁰ The average of which is used to calculate the number of crashes avoided due to reduced VMT brought about by new connections. Historical crashes in the study area were retrieved using the Iowa DOT Crash Analysis Tool and used to procure the number of vehicles involved per crash, the number of occupants per crash, and the distribution of injury severity per person involved in crashes in Dyersville.

Safety benefits are calculated by applying the crashes per MVMT rate to the VMT reduction described in the Demand Projections. Total crashes avoided are applied to the vehicles per crash rate to estimate the amount of property damage avoided. Crashes avoided are also applied to the number of vehicle occupants per crash then the distribution of injury severities to estimate the number of KABCO events avoided.

The second element of safety benefits is avoided additional emergency response time during flooding events. These benefits were calculated using the FEMA methodology noted above. The potentially impacted population was estimated based on Census population data for areas impacted by the east-west and north-south connections. During major flooding events in existing conditions, emergency responders must travel longer distances to access populations impacted by either fires or cardiac events. The probability of these events was generated in accordance with the FEMA methodology. These additional delays only occur during flooding events, which may not happen every year. To determine the expected frequency of these events (and associated annual probability of occurrence), historic major flood events were identified. Data collected as part of a BRIC scoping study indicates that 7 such events occurred from June 2002 to June 2024 (resulting in a 31.8% annual probability of an event occurring).

The magnitude of anticipated crash reduction brought about by the Enhancing Multimodal Connections in Dyersville project was then monetized according to crash valuation parameters by severity, per USDOT BCA Guidance.

6.1.2 Assumptions

The assumptions used in the estimation of safety benefits are summarized in the table below.

⁹ "FEMA Benefit-Cost Analysis Re-engineering (BCAR): Development of Standard Economic Values." December 2011. Accessed at: <https://files.hudexchange.info/course-content/ndrc-nofa-benefit-cost-analysis-data-resources-and-expert-tips-webinar/FEMA-BCAR-Resource.pdf>

¹⁰ Iowa Motor Vehicle Crash History, <https://iowadot.gov/mvd/stats/crashhistory.pdf>. Accessed January 2026.

Table 4. Parameters Used in the Estimation of Safety Benefits

Variable Name	Unit	Value	Source
Reduced Crashes			
Value of Averted Fatality (K)	\$ per event	\$13,700,000	USDOT, <i>Benefit-Cost Analysis Guidance for Discretionary Grant Programs</i> , December 2025.
Value of Averted Incapacitating Injury (A)	\$ per event	\$1,302,300	(ibid)
Value of Averted Non-Incapacitating Injury (B)	\$ per event	\$256,300	(ibid)
Value of Averted Possible Injury (C)	\$ per event	\$122,400	(ibid)
Value of No Injury (O)	\$ per event	\$5,500	(ibid)
Value of Injury, Severity Unknown (U)	\$ per event	\$238,500	(ibid)
Value of Averted Property Damage	\$ per event	\$5,480	(ibid)
Crash Rate	crashes per 100 million VMT	162.2	Iowa Motor Vehicle Crash History, 1925 to 2024. Average 2019-2024. https://iowadot.gov/mvd/stats/crashhistory.pdf Accessed 15 January 2026
EMS Benefits			
Probability of Major Event Occurring Each Year	probability	31.8%	7 major events identified between June 2002 and June 2024 in Dyersville BRIC Scoping Study (p. 13)
East-West Component			

Variable Name	Unit	Value	Source
Population Affected	people	1300	Approximate Population of West Dyersville based on 2020 Census Block data
Reduced distance from improvements	miles	1.00	Approximate reduction in driving distance from Dyersville Fire Station to West Dyersville
North-South Component			
Population Affected	people	600	Approximate Population of Dyersville north of train tracks based on 2020 Census Block data
Reduced distance from improvements	miles	1.2	Equivalent to average of 2-minute emergency vehicle delay at train tracks.

6.1.3 Benefit Estimates

Safety benefits resulting the construction of new bridges to divert traffic along safer routes, reducing VMT and the statistical probability of crashes, is valued at \$5.59 million over the 20-year period of analysis, when discounted at 7 percent. Additionally, the project will generate significant savings in emergency services costs from faster response times, accounting for \$3.76 million when discounted at 7 percent. Total discounted safety benefits of the project are \$9.35 million.

Table 5: Estimates of Safety Benefits, 2024 Dollars

	Over the Project Lifecycle	
	Undiscounted	Discounted
Crash Safety Benefits	\$16,103,268	\$5,591,960
Emergency Services Benefits	\$10,641,775	\$3,756,142
Total Safety Benefits	\$26,745,043	\$9,348,101

6.2 Environmental Sustainability

The project will contribute to environmental sustainability by reducing vehicle emissions. This comes from creating connections that result in more direct travel, and also inducing

some drivers to travel by non-automotive modes on these new connections. Additionally, the project enhances infrastructure resiliency by providing vehicular bridges elevated above the 100-year flood plain to avoid impacts of flood events on roadways, though this benefit is not monetized.

6.2.1 Methodology

Reduced vehicle miles travelled as a result of the new affordable transportation connections and more direct car routes was also calculated from the demand forecasts previously discussed in Section 5. These projections of reduced VMT in the Build scenario were combined with emissions rates for vehicles, in grams per mile, sourced from the EPA MOVES model to calculate total reduced emissions. Total quantities of reduced emissions from both sources, by pollutant, were further monetized according to USDOT BCA Guidance.

6.2.2 Assumptions

The assumptions used in the estimation of environmental sustainability benefits are summarized in the table below.

Note that emissions rates sourced from the EPA MOVES database are time series data. The values represented in the table below correspond with emissions rates as of 2030, which are generally representative for summary purposes of the more detailed time series emissions rates employed in the BCA model.

Table 6: Assumptions Used in the Estimation of Environmental Sustainability Benefits

Variable Name	Unit	Value	Source
Value of Reduced Emissions: NOx	\$ per metric ton	variable, by year	USDOT, Benefit-Cost Analysis Guidance for Discretionary Grant Programs, December 2025
Value of Reduced Emissions: PM2.5	\$ per metric ton	variable, by year	(ibid)
Value of Reduced Emissions: SO2	\$ per metric ton	variable, by year	(ibid)
Passenger Vehicles			
Emissions Factor: NOx	grams per mile	0.015	EPA MOVES Database, for speeds from 30 mph. Values shown for year 2030

Variable Name	Unit	Value	Source
Emissions Factor: PM2.5	grams per mile	0.001	(ibid)
Emissions Factor: SO2	grams per mile	0.001	(ibid)
Trucks			
Emissions Factor: NOx	grams per mile	1.615	EPA MOVES Database, for speeds from 30 mph. Values shown for year 2030
Emissions Factor: PM2.5	grams per mile	0.018	(ibid)
Emissions Factor: SO2	grams per mile	0.002	(ibid)

6.2.3 Benefit Estimates

The project improvements are estimated to decrease air contaminant emissions over the study period, as drivers divert to biking and walking trips. This minor monetized benefit is estimated to total \$0.01 million over twenty years when discounted by 7 percent.

Table 7: Estimates of Environmental Sustainability Benefits, 2024 Dollars

	Over the Project Lifecycle	
	Undiscounted	Discounted
Emissions Reduction Benefits	\$34,812	\$12,567

6.3 Quality of Life

The project will generate quality of life benefits by encouraging new pedestrians and cyclists to use the improved sidewalk facilities. These new pedestrians and cyclists will enjoy increased health benefits from the additional exercise.

In terms of monetized quality of life benefits, the proposed project is expected to generate health benefits for these cyclists and pedestrians. Health benefits are monetized as reduced mortality risk, per USDOT BCA Guidance.

6.3.1 Methodology

Pedestrian and cyclist trips in the project study area are estimated based on local population statistics and the portion of residents who walk and cycle to school and to work as described in Section 5. The project improvements are expected to generate new pedestrian and cyclist trips, who will benefit from reduced mortality risk. These additional trips are monetized based on USDOT BCA Guidance. Health benefits are not monetized for school-based trips that shift from vehicles to walking or cycling as primary school students will not fall in the USDOT age ranges.

6.3.2 Assumptions

The assumptions and parameters used in the estimation of quality of life benefits are summarized in the table below.

Table 8: Assumptions Used in the Estimation of Quality of Life Benefits

Variable Name	Unit	Value	Source
Percent population 20-74	%	64%	HDR Calculation based on 2023 ACS 5-year population estimates for City of Dyersville
Percent population 20-64	%	57%	(ibid)
Percent of induced trips from non-AT	%	89%	USDOT, Benefit-Cost Analysis Guidance for Discretionary Grant Programs, December 2025
Value per pedestrian trip	\$/trip	\$8.36	(ibid)
Value per cyclist trip	\$/trip	\$7.45	(ibid)
Annualization Factors			
Walk/Bike to School	days per year	120	HDR Assumption. 2/3rds of full 180 day school year.
Walk/Bike to Work	days per year	173	HDR Assumption. 2/3rds of 260 day work year.

Walk/Bike to Services	days per year	104	HDR Assumption. Two trips per week.
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6.3.3 Benefit Estimates

Quality of life benefits achieved through improved active transportation infrastructure are estimated to total \$0.05 million over 20 years of project operations, discounted at 7 percent.

Table 9: Estimates of Quality of Life Benefits, 2024 Dollars

	Over the Project Lifecycle	
	Undiscounted	Discounted
Mortality Reduction Benefits to New Cyclists and Pedestrians	\$136,802	\$48,286

6.4 Mobility and Community Connectivity

The focus of this project is to improve mobility in the City of Dyersville by constructing new east-west and north-south connections through town. This improves mobility for vehicles (as captured through reduced travel time, vehicle operating costs, and emissions) as well as for pedestrians and cyclists. These benefits are discussed in this section and are monetized through the facility amenity benefits as per USDOT BCA Guidance.

6.4.1 Methodology

As discussed in Sections 5 and 6.3, pedestrian and cyclist trips in the project study area are estimated based on local population statistics and the portion of residents who walk and cycle to school and to work. Both existing and new pedestrians and cyclists will enjoy benefits from the sidewalks as part of the new east-west and north-south connections, as well as in the Full Build with the community trails components. Benefits are calculated based on the length of the facility improvements, and monetization values provided in USDOT BCA Guidance. In particular, if the length of the facility improvement is greater than the average trip distance advised in the USDOT BCA Guidance, then the improved facility length is capped by the average trip length.

6.4.2 Assumptions

The assumptions and parameters used in the estimation of mobility and community connectivity benefits are summarized in the table below.

Table 10: Assumptions Used in the Estimation of Mobility and Community Connectivity Benefits

Variable Name	Unit	Value	Source
Additional feet of sidewalk added - bridges	feet	10	HDR assumption based on minimum sidewalk width. Sidewalk is planned for both sides of the new bridge
Value per foot of expanded sidewalk - bridges	\$/foot per mile	\$0.13	USDOT Benefit-Cost Analysis Guidance for Discretionary Grant Programs, December 2025
Value of new sidewalk - bridges & trails	\$ per mile	\$1.30	HDR Calculation based on project width
Additional feet of sidewalk added - trails	feet	10	Project design plans
Value of new sidewalk - trails	\$ per mile	\$2.60	HDR Calculation based on project width
Value of new cycling path	\$ per mile	\$1.76	USDOT Benefit-Cost Analysis Guidance for Discretionary Grant Programs, December 2025
Length of Facility Improvement- Pedestrians			
East-West Component	miles	0.63	Improved pedestrian path length capped by average trip length
North-South Component	miles	0.86	Improved pedestrian path length capped by average trip length
Full Project Trails	miles	1.49	Total improved trip length, both segments
Length of Facility Improvement- Cyclists			
East-West Component	miles	0.63	Improved cyclist path length capped by average trip length
North-South Component	miles	1.05	Improved cyclist path length capped by average trip length

Variable Name	Unit	Value	Source
Full Project Trails	miles	2.11	Total improved trip length, both segments

6.4.3 Benefits Estimate

Mobility benefits of the project are estimated to be \$0.46 million over 20 years of project operations, discounted at 7 percent.

Table 11: Estimates of Mobility Benefits, 2024 Dollars

	Over the Project Lifecycle	
	Undiscounted	Discounted
Facility Improvement Benefits to Cyclists and Pedestrians	\$1,299,285	\$458,598

6.5 Economic Competitiveness and Opportunity

The Connections for Economic Freedom project will contribute to enhancing economic competitiveness and opportunity through increased access to jobs and vehicle operating cost savings for travelers in the study area. The project is expected to result in travel time savings for all users on the roads of Dyersville.

6.5.1 Methodology

As discussed in Section 5, projections of daily vehicle hours and vehicle miles saved for autos and trucks were estimated in the Full Build, East-West and North-South component as part of the Traffic Model data from the City of Dyersville. Savings were interpolated between the base and forecast year and monetized based on USDOT BCA Guidance.

For pedestrians and cyclists, the travel distance avoided due to the project east-west and north-south connections was multiplied by existing trips to estimate the avoided miles traveled. This was applied to an average speed of travel for pedestrians and cyclists to get person-hours saved due to the project. Avoided travel time was monetized based on USDOT BCA Guidance.

6.5.2 Assumptions

The assumptions and parameters used in the estimation of economic competitiveness and opportunity benefits are summarized in the table below.

Table 12: Assumptions Used in the Estimation of Economic Competitiveness Benefits

Variable Name	Unit	Value	Source
Average Vehicle Occupancy - Passenger Vehicles (All Travel)	persons/vehicle	1.52	USDOT, Benefit-Cost Analysis Guidance for Discretionary Grant Programs, December 2025. Appendix A, Table A-3
Average Vehicle Occupancy - Trucks	persons/vehicle	1.00	HDR Assumption
Travel Time Cost - Local Travel (All Purposes)	\$ / person-hour	\$21.80	USDOT, Benefit-Cost Analysis Guidance for Discretionary Grant Programs, December 2025.
Travel Time Cost - Truck Drivers	\$ / person-hour	\$37.20	(ibid)
Travel Time Cost - Walkers and Cyclists	\$ / person-hour	\$40.20	(ibid)
Average Cycling Speed	mph	9.80	(ibid)
Average Walking Speed	mph	3.20	(ibid)
Vehicle Operating Cost - Light Duty Vehicles	\$/ mile	\$0.56	(ibid)
Vehicle Operating Cost - Commercial Trucks	\$/ mile	\$1.23	(ibid)

6.5.3 Benefits Estimate

Economic competitiveness benefits of the project associated with travel time savings are estimated to be \$7.74 million over 20 years of project operations, discounted at 7 percent. Benefits related to vehicle operating cost savings are estimated at \$3.81 million over the same horizon. Thus, total economic competitiveness benefits are estimated to be \$11.55 million over 20 years of project operations, discounted at 7 percent.

Table 13: Estimates of Economic Competitiveness & Opportunity Benefits, 2024 Dollars

	Over the Project Lifecycle	
	Undiscounted	Discounted
Travel Time Savings	\$22,865,317	\$7,742,252
Vehicle Operating Cost Savings	\$10,963,268	\$3,807,473
Total Economic Competitiveness Benefits	\$33,828,585	\$11,549,725

6.6 State of Good Repair

The project will contribute to the state of good repair by reducing the vehicle miles traveled both through the reduced trip lengths due to the new connections and through diversion of users to non-auto modes. The project will also generate residual value benefits from the new bridges constructed, which will each have a useful life longer than the 20-year operations period used in the BCA.

6.6.1 Methodology

To estimate the reduced pavement maintenance costs, total reduced VMT was calculated. As discussed during Section 6.5, vehicle miles saved for autos and trucks was estimated in the Full Build, East-West and North-South component as part of the Traffic Model data from the City of Dyersville. These reduced miles were monetized based on the marginal external costs of pavement damage by vehicle class, as estimated by the 1997 Federal Highway Cost Allocation Study (inflated to 2024 dollars per USDOT Guidance).

The residual value of investment was calculated by applying straight line depreciation to the capital value of structure items constructed across the Connections for Economic Freedom project area according to the minimum years of service life for these infrastructure assets and the analysis period of the BCA.

6.6.2 Assumptions

The assumptions used in the estimation of state of good repair benefits are summarized in the table below.

Table 14: Assumptions Used in the Estimation of State of Good Repair Benefits

Variable Name	Unit	Value	Source
External cost of pavement damage by autos on a rural interstate	\$/mile	\$0.000	Addendum to the 1997 Federal Highway Cost Allocation Study Final Report, May 2000. Inflated to \$ 2024 based on GDP implicit price deflators.
External cost of pavement damage by trucks on a rural interstate	\$/mile	\$0.017	(ibid)
Service life of bridges	years	100	City of Dyersville

6.6.3 Benefit Estimates

Total discounted state of good repair benefits are estimated to be approximately \$2.34 million over the period of analysis, with the majority of benefits associated with the remaining value of the infrastructure.

Table 15: Estimates of State of Good Repair Benefits, 2024 Dollars

	Over the Project Lifecycle	
	Undiscounted	Discounted
Pavement Maintenance Cost Savings	\$6,514	\$2,262
Residual Infrastructure Value	\$13,601,467	\$2,342,111
Total State of Good Repair Benefits	\$13,607,981	\$2,344,373

7 Summary of Findings and BCA Outcomes

The table below summarizes the BCA findings. Annual costs and benefits are computed over the lifecycle of the project and as stated earlier, construction is expected to be completed in 2030, with a first full year of benefits in 2031. Benefits accrue during the full operation of the project, for twenty years through 2050.

Additionally, results of considering the North-South and East-West components separately are provided. These components have their own independent utility, and the

outcomes from analyzing them apart from the Full Build overall results are shown for brevity.

Table 16: Full Build Overall Results of the Benefit Cost Analysis, 2024 Dollars

Project Evaluation Metric	Undiscounted	Discounted
Total Net Benefits (\$ millions)	\$72.99	\$22.82
Total Costs (\$ millions)	\$29.62	\$20.67
Net Present Value (\$ millions)	\$3.37	\$2.15
Benefit / Cost Ratio	2.46	1.10
Internal Rate of Return (%)	8.0%*	
Payback Period (years)	16	25

* IRR is based on undiscounted series

Table 17: Full Build Monetized Benefit Estimates by BUILD Merit Criteria

BUILD Merit Criteria	Benefit Categories	Discounted
Safety	Crash Safety Benefits	\$9,348,101
	Emergency Services Benefits	
Environmental Sustainability	Emissions Reduction Benefits	\$12,567
Quality of Life	Mortality Reduction Benefits to New Cyclists and Pedestrians	\$48,286
Mobility and Community Connectivity	Facility Improvement Benefits to Cyclists and Pedestrians	\$458,598
Economic Competitiveness and Opportunity	Travel Time Savings	\$11,549,725
	Vehicle Operating Cost Savings	
State of Good Repair	Pavement Maintenance Cost Savings	\$2,344,169
	Residual Infrastructure Value	
Disbenefits	Incremental O&M Costs	-\$941,232
Total Benefit Estimates		\$22,820,420

Considering all monetized benefits and costs, the estimated internal rate of return of the project is 8.0 percent. With a 7 percent real discount rate, the investment would result in

a \$2.15 million Net Present Value (discounted benefits in excess of discounted costs) and a benefit-cost ratio of approximately 1.10.

Table 18: Results of the North-South Component Benefit Cost Analysis, 2024 Dollars

Project Evaluation Metric	Undiscounted	Discounted
Total Net Benefits (\$ millions)	\$14.10	\$3.45
Total Costs (\$ millions)	\$15.87	\$10.98
Net Present Value (\$ millions)	(\$1.77)	(\$7.53)
Benefit / Cost Ratio	0.89	0.31
Internal Rate of Return (%)	-0.7% *	
Payback Period (years)	N/A	N/A

* IRR is based on undiscounted series

Table 19: North-South Component Monetized Benefit Estimates by BUILD Merit Criteria

BUILD Merit Criteria	Benefit Categories	Discounted
Safety	Crash Safety Benefits	\$1,341,509
	Emergency Services Benefits	
Environmental Sustainability	Emissions Reduction Benefits	\$413
Quality of Life	Mortality Reduction Benefits to New Cyclists and Pedestrians	\$34,490
Mobility and Community Connectivity	Facility Improvement Benefits to Cyclists and Pedestrians	\$118,959
Economic Competitiveness and Opportunity	Travel Time Savings	\$1,219,354
	Vehicle Operating Cost Savings	
State of Good Repair	Pavement Maintenance Cost Savings	\$1,244,884
	Residual Infrastructure Value	
Disbenefits	Incremental O&M Costs	-\$509,402
Total Benefit Estimates		\$3,450,206

Considering monetized benefits and costs associated with the North-South component of the project, discounted costs are expected to outweigh benefits. This is associated

with a negative internal rate of return (-0.7 percent), a negative net present value of -\$7.53 million, and a benefit-cost ratio of 0.31.

Table 20: Results of the East-West Component Benefit Cost Analysis, 2024 Dollars

Project Evaluation Metric	Undiscounted	Discounted
Total Net Benefits (\$ millions)	\$43.69	\$14.16
Total Costs (\$ millions)	\$10.43	\$7.32
Net Present Value (\$ millions)	\$3.26	\$6.84
Benefit / Cost Ratio	4.19	1.94
Internal Rate of Return (%)	15.1% *	
Payback Period (years)	11	14

* IRR is based on undiscounted series

Table 21: East-West Component Monetized Benefit Estimates by BUILD Merit Criteria

BUILD Merit Criteria	Benefit Categories	Discounted
Safety	Crash Safety Benefits	\$5,403,592
	Emergency Services Benefits	
Environmental Sustainability	Emissions Reduction Benefits	\$9,183
Quality of Life	Mortality Reduction Benefits to New Cyclists and Pedestrians	\$34,490
Mobility and Community Connectivity	Facility Improvement Benefits to Cyclists and Pedestrians	\$86,914
Economic Competitiveness and Opportunity	Travel Time Savings	\$8,113,741
	Vehicle Operating Cost Savings	
State of Good Repair	Pavement Maintenance Cost Savings	\$839,117
	Residual Infrastructure Value	
Disbenefits	Incremental O&M Costs	-\$325,501
Total Benefit Estimates		\$14,161,535

Considering monetized benefits and costs associated with the East-West component of the project, the estimated internal rate of return is 15.1 percent. With a 7 percent real discount rate, the \$7.32 million investment would result in \$14.16 million in benefits.

These results lead to a Net Present Value of \$6.84 million and a benefit-cost ratio of 1.94.

8 BCA Sensitivity Analysis

The BCA outcomes presented in the previous sections rely on a large number of assumptions and long-term projections, both of which are subject to considerable uncertainty.

The primary purpose of the sensitivity analysis is to help identify the variables and model parameters whose variations have the greatest impact on the BCA outcomes: the “critical variables.”

The sensitivity analysis can also be used to:

- Evaluate the impact of changes in individual critical variables – how much the final results would vary with reasonable departures from the “preferred” or most likely value for the variable; and
- Assess the robustness of the BCA and evaluate, in particular, whether the conclusions reached under the “preferred” set of input values are significantly altered by reasonable departures from those values.

The BCA results of the Full Build scenario as described throughout this report are compared in the table below to various sensitivity testing scenarios. The table provides the percentage changes in project NPV associated with variations in variables or parameters or calculations (listed in row), as indicated in the column headers.

Table 22. Sensitivity Analysis Results

Parameters	Change in Parameter Value	New NPV	% Change in NPV	New B/C Ratio
Benefits Period	Benefits Period of 25 Years	\$3.8 MM	75.2%	1.18
Independent Components	Set Model to "North-South" Only	\$-7.5 MM	-449.9%	0.31
	Set Model to "East-West" Only	\$6.8 MM	218.0%	1.94
Traffic Forecast	"Low" Traffic Projections	-\$2.0 MM	-190.7%	0.91
	"Middle" Traffic Projections	\$0.1 MM	-95.4%	1.00
Annual Additional O&M Expenses	50% Reduction in Annual Additional O&M Expense	\$1.7 MM	-21.9%	1.08

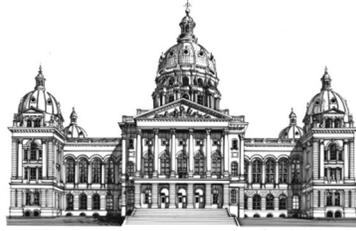
Parameters	Change in Parameter Value	New NPV	% Change in NPV	New B/C Ratio
Bridge Service Life	Bridge Service Life of 75 Years	\$2.0 MM	-8.9%	1.09

City of *Dyersville*



Letters of Support

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Fifty-Seventh District
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Peosta, Iowa 52068

**House of
Representatives**
State of Iowa
Eighty-Seventh General Assembly
STATEHOUSE
Des Moines, Iowa 50319

**APPROPRIATIONS
SUBCOMMITTEE**
Health and Human Services

February 23, 2026

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Support for the City of Dyersville’s BUILD Grant Application – Connections for Economic Freedom Project

Dear Secretary Duffy:

I write to express my strong support for the City of Dyersville, Iowa’s application for a Better Utilizing Investments to Leverage Development (BUILD) grant to advance its Connections for Economic Freedom project.

This project represents a transformational investment in safety, mobility, and connectivity for a rural Iowa community. By constructing critical east–west and north–south roadway, bridge, trail, and sidewalk connections, the project will significantly strengthen Dyersville’s local and regional transportation network. Key safety improvements include eliminating a hazardous at-grade rail crossing, reducing traffic congestion and delays, and improving emergency response times.

The project also addresses long-standing pedestrian safety concerns by filling gaps in the sidewalk and trail network that currently force pedestrians to use a principal arterial roadway. Enhanced walkability, improved wayfinding, and stronger connections between residential areas, downtown, and industrial districts will benefit residents, workers, and visitors alike. Eight new trail segments and upgraded sidewalks will ensure full Americans with Disabilities Act (ADA) compliance, expanding safe and accessible multimodal transportation options.

In addition to improving mobility, the project strengthens community resilience and sustainability. By creating alternative access routes across the two rivers that run through Dyersville, the project will reduce the impact of routine flooding events and improve overall system reliability. Expanded pedestrian and bicycle infrastructure will further support environmentally sustainable transportation choices.

These improvements are particularly important during high-traffic events, such as the annual Major League Baseball game at the Field of Dreams site, when safe, efficient transportation access is critical.

The City of Dyersville has already demonstrated strong local commitment and investment in this initiative. However, a federal partnership through the BUILD program is essential to fully implement the Connections for Economic Freedom project. This investment will enhance safety, promote economic vitality, strengthen infrastructure resilience, and expand multimodal connectivity in a small but vibrant rural community.

I respectfully urge you to give full consideration to Dyersville's BUILD grant application. Thank you for your leadership and your commitment to improving transportation systems in communities across the nation.

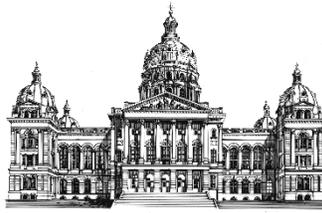
Sincerely,

A handwritten signature in black ink that reads "Shanna Lundgren". The signature is written in a cursive, flowing style.

Representative Shannon Lundgren

CARRIE KOELKER
STATE SENATOR
Twenty-ninth District
Statehouse: (515) 281-3371

—
HOME ADDRESS
807 Third St NW
Dyersville, IA 52040
carrie.koelker@legis.iowa.gov



The Senate
State of Iowa
Ninety-First General Assembly
STATEHOUSE
Des Moines, IA 50319

ASSISTANT MAJORITY LEADER
COMMITTEES
Appropriations
Ways and Means
Rules and Administration
Commerce, *Vice Chair*
State Government
Transportation

Item 10.

Transportation, Infrastructure, and Capitals
Appropriations Subcommittee, *Chair*

February 23rd, 2026

Secretary Sean Duffy

Office of the Secretary of Transportation

U.S. Department of Transportation

1200 New Jersey Avenue, SE

Washington, DC 20590

RE: Support for the City of Dyersville’s Better Utilizing Investments to Leverage Development (BUILD) Grant Application

Dear Secretary Duffy:

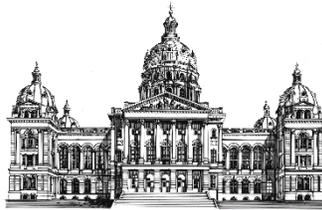
I am writing to express my strong support for the City of Dyersville, Iowa’s request for a Better Utilizing Investments to Leverage Development (BUILD) grant application, for their Connections for Economic Freedom project.

I support projects that improve safety, mobility, and connectivity within communities and throughout the greater nationwide transportation network. The Connections for Economic Freedom project does so by constructing new key east-west and north-south connections for roadway, bridge, trail, and sidewalk facilities. Safety improvements include eliminating a hazardous at-grade rail crossing, alleviating traffic delays, and reducing emergency response times in Dyersville. This project also includes many other safety improvements such as completing sidewalk and trail network gaps to keep pedestrians from using the principal arterial roadway as a sidewalk, and improved walkability, wayfinding and access to the downtown and industrial areas for all users. Multimodal accessibility will be addressed through eight new segments of trail connections and improved sidewalk access that are Americans with Disabilities Act compliant.

This transformative project augments sustainability through the creation of alternative access across two rivers that run through the heart of Dyersville, reducing the impact of routine flood events. It also provides critical connectivity and infrastructure for pedestrians and cyclists. This project directly supports enhanced connectivity for residents and tourists alike, supporting economic vitality in this rural area. These new connections will be especially important during high-traffic events in Dyersville, such as the annual Major League Baseball game at the Field of Dreams site.

CARRIE KOELKER
STATE SENATOR
Twenty-ninth District
Statehouse: (515) 281-3371

—
HOME ADDRESS
807 Third St NW
Dyersville, IA 52040
carrie.koelker@legis.iowa.gov



The Senate
State of Iowa
Ninety-First General Assembly
STATEHOUSE
Des Moines, IA 50319

ASSISTANT MAJORITY LEADER
COMMITTEES
Appropriations
Ways and Means
Rules and Administration
Commerce, *Vice Chair*
State Government
Transportation

Item 10.

Transportation, Infrastructure, and Capitals
Appropriations Subcommittee, *Chair*

The transportation investment in this project will transform the City of Dyersville into a center for economic prosperity, improve the safety of existing transportation systems, create resilient infrastructure, and expand multimodal transportation infrastructure. With the previous local investment into the project, the City is poised to make these improvements to enhance connectivity for all users.

The implementation of the Connections for Economic Freedom project is not possible without the support of U.S. Department of Transportation funding. I urge you to invest in multimodal improvements, connectivity, and efficiency in a small, rural Iowa community. Please consider this project for BUILD funding to bring this critical project to fruition in the near future.

Sincerely,

Carrie Koelker

A handwritten signature in black ink that reads "Carrie Koelker". The signature is fluid and cursive.

Iowa Senator, District 29

February 20, 2026

Secretary Sean Duffy
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for a BUILD grant for the city of Dyersville

Dear Secretary Duffy:

I am writing to support the application by the city of Dyersville, Iowa, to the 2026 Better Utilizing Investments to Leverage Development (BUILD) program. This grant will fund the Connections for Economic Freedom project in this growing community in northeast Iowa.

The Connections for Economic Freedom project will construct new key east-west and north-south connections for roadway, bridge, trail, and sidewalk facilities. Safety improvements include eliminating a hazardous at-grade rail crossing, alleviating traffic delays, and reducing emergency response times. This project also includes many other safety improvements such as completing sidewalk and trail network gaps to keep pedestrians from using the principal arterial roadway as a sidewalk, and improved walkability, wayfinding and access to the downtown and industrial areas for all users. Multimodal accessibility will be addressed through eight new segments of trail connections and improved sidewalk access that are Americans with Disabilities Act compliant.

The transportation investment in this project will transform the city of Dyersville into a center for economic prosperity, improve the safety of existing transportation systems, create resilient infrastructure, and expand multimodal transportation infrastructure. These new connections will be especially important during high-traffic events in Dyersville, such as the annual Major League Baseball game at the Field of Dreams site.

Iowa DOT is pleased to support this grant application. Thank you for your consideration.

Sincerely,



Scott C. Marler
Director



February 23, 2026

Secretary Sean Duffy
Office of the Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Support for the City of Dyersville's Better Utilizing Investments to Leverage Development (BUILD) Grant Application

Dear Secretary Duff:

The East Central Intergovernmental Association (ECIA) is the Regional Council of Governments and the designated transportation planning agency for the City of Dyersville, Iowa. We believe the **Connections for Economic Freedom project** will significantly improve safety, efficiency, connectivity, and reliability in the community.

As Director of Transportation, Planning, and Transit for ECIA, I fully support the City of Dyersville's BUILD grant application to develop essential east-west and north-south roadway, bridge, trail, and sidewalk connections. This project will enhance safety by eliminating a hazardous at-grade rail crossing, reducing traffic delays, and improving emergency response times.

The proposed project will provide the following benefits to the City of Dyersville:

Safety and Accessibility Benefits

- Completing sidewalk and trail gaps keeps pedestrians off principal arterial roadways
- Improved walkability, wayfinding, and access to downtown and industrial areas benefit all users
- Eight new trail segments enhance multimodal accessibility
- Improved, ADA-compliant sidewalks benefit people with disabilities

Sustainability and Connectivity Benefits

- Alternative access across two rivers reduces the impact of routine flood events
- New infrastructure supports pedestrians and cyclists
- Enhanced connectivity for residents and tourists strengthens economic vitality
- Improved connections during high-traffic events, such as the annual Major League Baseball game at the Field of Dreams site, increase access for all

Economic and Infrastructure Benefits

- Dyersville will serve as a hub for economic prosperity
- Existing transportation systems will be safer for all users
- Infrastructure will be more resilient to challenges and disruptions
- Expanded multimodal transportation options will make travel easier for everyone
- Previous local investments will be leveraged to further enhance connectivity for all users
-

The Connections for Economic Freedom project depends on U.S. Department of Transportation funding. ECIA urges you to invest in multimodal improvements, connectivity, and efficiency for this rural Iowa community. Please consider this project for BUILD funding to help bring it to fruition as soon as possible.

Sincerely,



Chandra Ravada

Director of Transportation, Planning, and Transit Services

East Central Intergovernmental Association / Dubuque MPO/ RTA 8



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

Tel: (563) 875-2311
Fax: (563) 875-8391

e-mail: dyersvillechamber@dyersville.org
www.dyersville.org

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

February 20, 2026

Secretary Sean Duffy
Office of the Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for the City of Dyersville's Better Utilizing Investments to Leverage Development (BUILD) Grant Application

Dear Secretary Duffy:

I am writing to express my strong support for the City of Dyersville, Iowa's request for a Better Utilizing Investments to Leverage Development (BUILD) grant application, for their **Connections for Economic Freedom project**.

The Dyersville Area Chamber of Commerce supports projects that improve safety, mobility, and connectivity within communities and throughout the greater nationwide transportation network. The Connections for Economic Freedom project does so by constructing new key east-west and north-south connections for roadway, bridge, trail, and sidewalk facilities. Safety improvements include eliminating a hazardous at-grade rail crossing, alleviating traffic delays, and reducing emergency response times in Dyersville. This project also includes many other safety improvements such as completing sidewalk and trail network gaps to keep pedestrians from using the principal arterial roadway as a sidewalk, and improved walkability, wayfinding and access to the downtown and industrial areas for all users. Multimodal accessibility will be addressed through eight new segments of trail connections and improved sidewalk access that are Americans with Disabilities Act compliant.

This transformative project augments sustainability through the creation of alternative access across two rivers that run through the heart of Dyersville, reducing the impact of routine flood events. It also provides critical connectivity and infrastructure for pedestrians and cyclists. This project directly supports enhanced connectivity for residents and tourists alike, supporting economic vitality in this rural area. These new connections will be especially important during high-traffic events in Dyersville, such as the annual Major League Baseball game at the Field of Dreams site.

The transportation investment in this project will transform the City of Dyersville into a center for economic prosperity, improve the safety of existing transportation systems, create resilient infrastructure, and expand multimodal transportation infrastructure. With the previous local investment into the project, the City is poised to make these improvements to enhance connectivity for all users.

The implementation of the Connections for Economic Freedom project is not possible without the support of U.S. Department of Transportation funding. The Dyersville Area Chamber of Commerce urges you to invest in multimodal improvements, connectivity, and efficiency in a small, rural Iowa community. Please consider this project for BUILD funding to bring this critical project to fruition in the near future.

Sincerely,

A handwritten signature in black ink that reads "Karla Thompson". The signature is written in a cursive style with a large, sweeping flourish at the end of the name.

Karla Thompson, Executive Director
Dyersville Area Chamber of Commerce

DYERSVILLE EVENTS, INC.
340 1st Avenue East
Dyersville, Iowa 52040

February 20, 2026

Secretary Sean Duffy
Office of the Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for the City of Dyersville's Better Utilizing Investments to Leverage Development (BUILD) Grant Application – Connections for Economic Freedom

Dear Secretary Duffy:

On behalf of Dyersville Events, Inc., I am pleased to express our strong support for the City of Dyersville, Iowa's application for a Better Utilizing Investments to Leverage Development (BUILD) grant for the Connections for Economic Freedom project.

Dyersville Events, Inc. is a nonprofit organization that owns and operates the Field of Dreams Movie Site, a globally recognized destination that draws hundreds of thousands of visitors each year to our rural community. The site also includes a permanent professional baseball stadium that will host a Major League Baseball game in 2026, further elevating Dyersville's national and international profile.

As the organization responsible for stewarding one of the region's most significant tourism and economic assets, we see firsthand how Dyersville's transportation network is increasingly strained during peak visitation periods and major events. Limited east-west and north-south connections, flood-related disruptions, and railroad blockages create real challenges for visitor access, local traffic circulation, and—most importantly—emergency response.

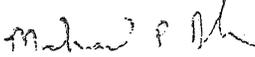
The Connections for Economic Freedom project directly addresses these challenges. By improving roadway, bridge, trail, and sidewalk connectivity, the project will enhance safety, reliability, and multimodal access for residents and visitors alike. These improvements are especially critical during high-attendance events at the Field of Dreams site, when safe and efficient movement throughout the community is essential for public safety, visitor experience, and local business activity.

Beyond individual events, this project strengthens the long-term sustainability of Dyersville's tourism economy. Reliable transportation connections support repeat visitation, extend visitor stays, and improve access to downtown businesses, parks, and cultural amenities. For a small rural community whose economy depends on both quality of life and destination appeal, these infrastructure investments are foundational.

Dyersville Events, Inc. strongly believes that federal investment through the BUILD program will yield outsized benefits in Dyersville—enhancing safety, improving emergency access, and supporting economic opportunity in a community that welcomes visitors from across the country while continuing to serve the daily needs of its residents.

We respectfully urge the U.S. Department of Transportation to support the City of Dyersville’s BUILD grant application and help bring this transformative project to fruition.

Sincerely,



Mike Decker
President



February 20, 2026

Secretary Sean Duffy
 Office of the Secretary of Transportation
 U.S. Department of Transportation
 1200 New Jersey Avenue, SE
 Washington, DC 20590

RE: Support for the City of Dyersville's Better Utilizing Investments to Leverage Development (BUILD) Grant Application

Dear Secretary Duffy:

On behalf of Travel Dubuque, I am writing in strong support of the City of Dyersville, Iowa's request for a Better Utilizing Investments to Leverage Development (BUILD) grant application, for their **Connections for Economic Freedom project**.

Travel Dubuque manages numerous youth baseball tournaments and the Velocity Music Festival concert series at the Field of Dreams each summer. These events bring thousands of visitors from across the country to Dyersville and Dubuque County, generating significant economic impact for local hotels, restaurants, retailers, and service providers.

Safe, efficient, and resilient transportation infrastructure is critical to the continued success of these events. During high-traffic periods, including the Major League Baseball game at the Field of Dreams this summer, roadway connectivity, emergency access, and traffic flow become essential to both visitor experience and public safety.

The Connections for Economic Freedom project will strengthen east-west and north-south connectivity, reduce congestion, improve emergency response access, and enhance overall mobility throughout Dyersville. These improvements are vital to supporting the growing tourism economy and ensuring that Dyersville remains a welcoming and accessible destination for visitors nationwide.

This investment will not only improve quality of life for residents but also protect and expand economic opportunities tied to one of Iowa's most recognizable destinations.

Travel Dubuque strongly supports the City of Dyersville's application and encourages favorable consideration of this important project.

Sincerely,

A handwritten signature in black ink that reads "Keith Rahe".

Keith Rahe
 President + CEO
 Travel Dubuque

TRAVELDUBUQUE.COM

300 Main Street, Suite 120 | Dubuque, Iowa | 52001

135 HART SENATE OFFICE BUILDING
WASHINGTON, DC 20510-1501
(202) 224-3744
www.grassley.senate.gov

721 FEDERAL BUILDING
210 WALNUT STREET
DES MOINES, IA 50309-2106
(515) 288-1145

111 7TH AVENUE, SE, Box 13
SUITE 6800
CEDAR RAPIDS, IA 52401-2101
(319) 363-6832

United States Senate

CHARLES E. GRASSLEY
PRESIDENT PRO TEMPORE EMERITUS
WASHINGTON, DC 20510-1501

February 9, 2024

Mick Michel
City Administrator
City of Dyersville
340 First Avenue East
Dyersville, Iowa 52040

Dear Mr. Michel:

I have contacted Pete Buttigieg, Secretary of the U.S. Department of Transportation, regarding the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program grant application submitted by the City of Dyersville for the Enhancing Multimodal Connections in Dyersville Project. I asked that this application be given all due consideration. Should I receive a response from the U.S. Department of Transportation, I will relay any helpful information to you.

Thank you for allowing me to be of assistance to you. If you have any further questions regarding this, or any other federal matter, please do not hesitate to contact me again.

Sincerely,


Charles E. Grassley
United States Senator

CEG/sk

Committee Assignments:

JUDICIARY
FINANCE
AGRICULTURE

CO-CHAIRMAN
CAUCUS ON
INTERNATIONAL NARCOTICS CONTROL

RANKING MEMBER
BUDGET

120 FEDERAL BUILDING
320 6TH STREET
SIOUX CITY, IA 50201
(712) 233-1860

Item 10.

210 WATERLOO BUILDING
531 COMMERCIAL STREET
WATERLOO, IA 50701-5497
(319) 232-6657

201 WEST 2ND STREET
SUITE 720
DAVENPORT, IA 52801-1817
(563) 322-4331

2146 27TH AVENUE
SUITE 550
COUNCIL BLUFFS, IA 51501-6985
(712) 322-7103

To:
Subject:

Mick Michel
RE: From the Office of Senator Ernst (Intranet Quorum IMA00260971)

Item 10.

From: "Office of Senator Ernst(imailagent)" <Ernst_casework@ernst.senate.gov>
Date: February 15, 2024 at 12:35:18 PM CST
To: Mick Michel <mmichel@cityofdyersville.com>
Subject: From the Office of Senator Ernst (Intranet Quorum IMA00260971)

JONI K. ERNST
IOWA
CHAIRMAN,
REPUBLICAN POLICY COMMITTEE
WASHINGTON, DC OFFICE
260 RUSSELL SENATE OFFICE BUILDING
WASHINGTON, DC 20510
PHONE: 202-224-3254
FAX: 202-224-9369
WWW.ERNST.SENATE.GOV

United States Senate

COMMITTEES
ARMED SERVICES
AGRICULTURE, NUTRITION
AND FORESTRY
SMALL BUSINESS
AND ENTREPRENEURSHIP

Dear Mr. Michel,

Thank you for contacting me to request assistance with your grant application for Dyersville. I appreciate the detail you provided to demonstrate how these grant funds would be utilized.

In order to be most helpful, I have contacted the Department of Transportation directly and requested full consideration of your grant application. As your United States Senator, it is an honor to ensure Iowans are considered for federal grants to better our communities and the services provided.

Thank you again for reaching out with your request. If you have any questions, please do not hesitate to contact Emily Covey in my Des Moines office at 733 Federal Building, 210 Walnut Street, Des Moines, IA or by phone at (515) 284-4574. Emily may also be reached by email at Emily_Covey@ernst.senate.gov.

Sincerely,

Joni K. Ernst
United States Senator





Jeffrey Price

Manager, CN U.S. Public and Government Affairs

Item 10.

www.cn.ca

1 North Buchanan Street
KY 100 Building
Gary, IN 46402
Jeffrey.price@cn.ca

February 23, 2026

Secretary Sean Duffy
Office of the Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for the City of Dyersville’s Better Utilizing Investments to Leverage Development (BUILD) Grant Application

Dear Secretary Duffy:

I am writing to express my strong support for the City of Dyersville, Iowa’s request for a Better Utilizing Investments to Leverage Development (BUILD) grant application, for their Connections for Economic Freedom project.

CN Railroad supports projects that improve safety, mobility, and connectivity within communities and throughout the greater nationwide transportation network. The Connections for Economic Freedom project does so by constructing new key east-west and north-south connections for roadway, bridge, trail, and sidewalk facilities. Safety improvements include eliminating a hazardous at-grade rail crossing, alleviating traffic delays, and reducing emergency response times in Dyersville. This project also includes many other safety improvements such as completing sidewalk and trail network gaps to keep pedestrians from using the principal arterial roadway as a sidewalk, and improved walkability, wayfinding and access to the downtown and industrial areas for all users. Multimodal accessibility will be addressed through eight new segments of trail connections and improved sidewalk access that are Americans with Disabilities Act compliant.

This transformative project augments sustainability through the creation of alternative access across two rivers that run through the heart of Dyersville, reducing the impact of routine flood events. It also provides critical connectivity and infrastructure for pedestrians and cyclists. This project directly supports enhanced connectivity for residents and tourists alike, supporting economic vitality in this rural area. These new connections will be especially important during high-traffic events in Dyersville, such as the annual Major League Baseball game at the Field of Dreams site.

The transportation investment in this project will transform the City of Dyersville into a center for economic prosperity, improve the safety of existing transportation systems, create resilient infrastructure, and expand multimodal transportation infrastructure. With the previous local investment into the project, the City is poised to make these improvements to enhance connectivity for all users.

The implementation of the Connections for Economic Freedom project is not possible without the support of U.S. Department of Transportation funding. CN Railroad urges you to invest in multimodal improvements, connectivity, and efficiency in a small, rural Iowa community. Please consider this project for BUILD funding to bring this critical project to fruition in the near future.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey Price".

Jeffrey Price

Manager – CN U.S. Public and Government Affairs



Dyersville Area Community Foundation

1100 16th Ave Ct SE Dyersville IA 52040 www.dbqfoundation.org/dacf

February 20, 2026

Secretary Sean Duffy
Office of the Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for the City of Dyersville's Better Utilizing Investments to Leverage Development (BUILD) Grant Application

Dear Secretary Duffy:

I am writing to express my strong support for the City of Dyersville, Iowa's request for a Better Utilizing Investments to Leverage Development (BUILD) grant application, for their **Connections for Economic Freedom project**.

The Dyersville Area Community Foundation supports projects that improve safety, mobility, and connectivity within communities and throughout the greater nationwide transportation network. The Connections for Economic Freedom project does so by constructing new key east-west and north-south connections for roadway, bridge, trail, and sidewalk facilities. Safety improvements include eliminating a hazardous at-grade rail crossing, alleviating traffic delays, and reducing emergency response times in Dyersville. This project also includes many other safety improvements such as completing sidewalk and trail network gaps to keep pedestrians from using the principal arterial roadway as a sidewalk, and improved walkability, wayfinding and access to the downtown and industrial areas for all users. Multimodal accessibility will be addressed through eight new segments of trail connections and improved sidewalk access that are Americans with Disabilities Act compliant.

This transformative project augments sustainability through the creation of alternative access across two rivers that run through the heart of Dyersville, reducing the impact of routine flood events. It also provides critical connectivity and infrastructure for pedestrians and cyclists. This project directly supports enhanced connectivity for residents and tourists alike, supporting economic vitality in this rural area. These new connections will be especially important during high-traffic events in Dyersville, such as the annual Major League Baseball game at the Field of Dreams site.

The transportation investment in this project will transform the City of Dyersville into a center for economic prosperity, improve the safety of existing transportation systems, create resilient infrastructure, and expand multimodal transportation infrastructure. With the previous local

investment into the project, the City is poised to make these improvements to enhance connectivity for all users.

The implementation of the Connections for Economic Freedom project is not possible without the support of U.S. Department of Transportation funding. The Dyersville Area Community Foundation urges you to invest in multimodal improvements, connectivity, and efficiency in a small, rural Iowa community. Please consider this project for BUILD funding to bring this critical project to fruition in the near future.

Sincerely,

Mark Singsank

Mark Singsank, Executive Director

Dyersville Area Community Foundation



✉ JRAHE@DYERSVILLE.COM

📍 1100 16TH AVE CT SE
DYERSVILLE, IA 52040

📞 O: 563.875.2311
C: 563.590.4428

🌐 DYERSVILLE.COM

January 28, 2025

Office of the Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for the City of Dyersville's Better Utilizing Investments to Leverage Development (BUILD) Grant Application

Dear Acting Secretary Kaleta:

I am writing to express my strong support for the City of Dyersville, Iowa's request for a Better Utilizing Investments to Leverage Development (BUILD) grant application, for their Enhancing Multimodal Connections in Dyersville project.

Dyersville Economic Development Corporation supports projects that improve safety, efficiency, and accessibility within communities and throughout the greater nationwide transportation network. The Enhancing Multimodal Connections in Dyersville project does so by constructing new key east-west and north-south connections for roadway, bridge, trail, and sidewalk facilities. Safety improvements include eliminating a hazardous at-grade rail crossing, alleviating traffic delays, and reducing emergency response times in Dyersville. This project also includes many other safety improvements such as completing sidewalk and trail network gaps to keep pedestrians from using the principal arterial roadway as a sidewalk, and improved walkability, wayfinding and access to the downtown and industrial areas for all users.

Multimodal accessibility will be addressed through eight new segments of trail connections and improved sidewalk access that are Americans with Disabilities Act compliant.

This transformative project augments resilience through the creation of alternative access across two rivers that run through the heart of Dyersville, reducing the impact of routine flood events. It also provides critical connectivity and infrastructure for cyclists and pedestrians. This project directly supports enhanced connectivity for residents and tourists alike, supporting economic vitality in this rural area. These new connections will be especially important during high-traffic events in Dyersville, such as the annual Major League Baseball game at the Field of Dreams.

The transportation investment in this project will transform the City of Dyersville into a center for economic prosperity, create high-paying jobs, improve the safety of existing transportation systems, create resilient infrastructure, and expand multimodal transportation infrastructure. With the previous local investment into the project, the City is poised to make these improvements to enhance connectivity for all users.

The implementation of the Enhancing Multimodal Connections in Dyersville project is not possible without the support of U.S. Department of Transportation funding. Dyersville Economic Development Corporation urges you to invest in multimodal improvements, connectivity, and efficiency in a small, rural Iowa community. Please consider this project for BUILD funding to bring this critical project to fruition in the near future.

Sincerely,



Jacquie Rahe

EXECUTIVE DIRECTOR
DYERSVILLE ECONOMIC DEVELOPMENT CORP
1100 16TH AVE CT SE // DYERSVILLE, IA 52040
P: 563-875-2311 // W: www.dyersville.com

FIND YOUR DREAM    



Schmid Innovation Center
 900 Jackson St., Suite 109
 Dubuque, IA 52001
www.greaterdubuque.org

February 23, 2026

Secretary Sean Duffy
 Office of the Secretary of Transportation
 U.S. Department of Transportation
 1200 New Jersey Avenue, SE
 Washington, DC 20590

RE: Support for the City of Dyersville's Better Utilizing Investments to Leverage Development (BUILD) Grant Application

Dear Secretary Duffy:

I am writing to express my strong support for the City of Dyersville, Iowa's request for a Better Utilizing Investments to Leverage Development (BUILD) grant application, for their **Connections for Economic Freedom project**.

Greater Dubuque Development Corporation supports projects that improve safety, mobility, and connectivity within communities and throughout the greater nationwide transportation network. The Connections for Economic Freedom project does so by constructing new key east-west and north-south connections for roadway, bridge, trail, and sidewalk facilities. Safety improvements include eliminating a hazardous at-grade rail crossing, alleviating traffic delays, and reducing emergency response times in Dyersville. This project also includes many other safety improvements such as completing sidewalk and trail network gaps to keep pedestrians from using the principal arterial roadway as a sidewalk, and improved walkability, wayfinding and access to the downtown and industrial areas for all users. Multimodal accessibility will be addressed through eight new segments of trail connections and improved sidewalk access that are Americans with Disabilities Act compliant.

This transformative project augments sustainability through the creation of alternative access across two rivers that run through the heart of Dyersville, reducing the impact of routine flood events. It also provides critical connectivity and infrastructure for pedestrians and cyclists. This project directly supports enhanced connectivity for residents and tourists alike, supporting economic vitality in this rural area. These new connections will be especially important during high-traffic events in Dyersville, such as the annual Major League Baseball game at the Field of Dreams site.

The transportation investment in this project will transform the City of Dyersville into a center for economic prosperity, improve the safety of existing transportation systems, create resilient infrastructure, and expand multimodal transportation infrastructure. With the previous local investment into the project, the City is poised to make these improvements to enhance connectivity for all users.

The implementation of the Connections for Economic Freedom project is not possible without the support of U.S. Department of Transportation funding. Greater Dubuque Development urges you to invest in multimodal improvements, connectivity, and efficiency in a small, rural Iowa community. Please consider this project for BUILD funding to bring this critical project to fruition in the near future.

Sincerely,

A handwritten signature in black ink that reads "Jason E. White". The signature is fluid and cursive, written in a professional style.

Jason E. White
 President & CEO

February 27, 2026

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Support for the City of Dyersville's BUILD Grant Application – Connections for Economic Freedom Project

Dear Secretary Duffy:

I am writing to you, the Mayor of Dyersville, Iowa, to personally request your approval of our application for a \$25 million Better Utilizing Investments to Leverage Development (BUILD) grant. Our project, Connections for Economic Freedom, is the most significant transportation infrastructure investment our community has ever pursued. We have spent the last ten years planning, designing, and building local support for this effort, and I can tell you without hesitation that this project will not happen without federal partnership through the BUILD program.

Dyersville is a rural community of about 4,500 people that services over 9,000 people daily in northeast Iowa. Many know us as the home of the Field of Dreams Movie Site, which draws more than 275,000 visitors each year. But what visitors don't see are the challenges our residents face every day. Two waterways—the North Fork Maquoketa River and Bear Creek—run right through our town, and when they flood, entire neighborhoods become islands. Since 2000, we have received six federal disaster declarations for flooding. During those events, our volunteer fire department and ambulance service cannot reach parts of town. There is no alternate route. People are cut off from emergency help, the hospital, and their jobs.

On top of the flooding, the Canadian National Railway runs through Dyersville with many train movements a day. When a train blocks our at-grade crossing, traffic stops, and so do our emergency responders. We have had seven complete seven-day shutdowns of that crossing for maintenance. The nearest grade-separated crossing is many miles away, and 35 percent of the freight moving through town is chemicals and fertilizer. Our community has lived with this risk for too long.

The Connections for Economic Freedom project addresses all these problems in one coordinated effort. It will build two new bridges—one over Bear Creek and one over the North Fork

Maquoketa River—creating reliable routes that stay open even during a 100-year flood. It will construct a grade-separated overpass over the CN Railway, eliminating the hazardous at-grade crossing for the first time in our city's history. And it will add 2.5 miles of new trails, sidewalks, and bike lanes, connecting neighborhoods to schools, parks, downtown, the hospital, and the regional 30-mile Heritage Trail. Our emergency response time to the southwest part of town currently averages nearly 13 minutes. This project will cut that almost in half.

Dyersville has done its homework and put its own money on the table. We have committed \$4.18 million in local match from General Obligation Bonds, Tax Increment Financing, city-owned right-of-way, and staff time. For a community our size, that is a serious commitment. We have held public hearings, our engineers have advanced the design, we have the support from CN Railway, and the project is listed in the Iowa Statewide Transportation Improvement Program. The Iowa Department of Transportation, our state legislators, the Chamber of Commerce, and our regional planning agency have all submitted letters of support. This project is designed, supported, and ready to go.

I want to share what this means to the people I serve. Senior citizens at the Ellen Kennedy Living Center walk miles each day but have to carefully plan every step because there are no connected sidewalks or safe crossings. Families in the Crimson Leaf Estates Mobile Home Park are cut off from the rest of town whenever a train blocks the crossing or the creek rises. These are the people this project is for, and they have shown up at every public meeting.

We are growing! A nonprofit partner is investing over \$55 million in constructing a professional ballpark at the Field of Dreams Movie Site to host more than 38 special events this year, including the 2026 MLB game. Tournament traffic grew 240 percent last year, with well over 600 teams from 23 states. Our population grew 10 percent from 2010 to 2020, while many rural Iowa communities were shrinking. Our transportation network was not built for this growth, and without the bridges, overpasses, and trail connections this project delivers, the safety challenges we face will only get worse.

Rural communities like ours do not often get a chance at a project of this scale. We have worked many years to get here, and our community is united behind it. I respectfully ask that you approve our BUILD grant application. Your support will make a lasting difference for the families, businesses, and visitors who depend on Dyersville every day. Thank you for your consideration, and I would welcome the chance to speak with you or your staff about our project at any time.

Sincerely,



Jeff Jacque,
Mayor



✉ JRAHE@DYERSVILLE.COM

📍 1100 16TH AVE CT SE
DYERSVILLE, IA 52040

📞 O: 563.875.2311
C: 563.590.4428

🌐 DYERSVILLE.COM

February 24, 2026

Secretary Sean Duffy
Office of the Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for the City of Dyersville's Better Utilizing Investments to Leverage Development (BUILD) Grant Application

Dear Secretary Duffy:

I am writing to express my strong support for the City of Dyersville, Iowa's request for a Better Utilizing Investments to Leverage Development (BUILD) grant application, for their **Connections for Economic Freedom project**.

Dyersville Industries, Inc. dba Dyersville Economic Development Corporation, supports projects that improve safety, mobility, and connectivity within communities and throughout the greater nationwide transportation network. The Connections for Economic Freedom project does so by constructing new key east-west and north-south connections for roadway, bridge, trail, and sidewalk facilities. Safety improvements include eliminating a hazardous at-grade rail crossing, alleviating traffic delays, and reducing emergency response times in Dyersville. This project also includes many other safety improvements such as completing sidewalk and trail network gaps to keep pedestrians from using the principal arterial roadway as a sidewalk, and improved walkability, wayfinding and access to the downtown and industrial areas for all users. Multimodal accessibility will be addressed through eight new segments of trail connections and improved sidewalk access that are Americans with Disabilities Act compliant.

This transformative project augments sustainability through the creation of alternative access across two rivers that run through the heart of Dyersville, reducing the impact of routine flood events. It also provides critical connectivity and infrastructure for pedestrians and cyclists. This project directly supports enhanced connectivity for residents and tourists alike, supporting economic vitality in this rural area. These new connections will be especially important during high-traffic events in Dyersville, such as the annual Major League Baseball game at the Field of Dreams site.

The transportation investment in this project will transform the City of Dyersville into a center for economic prosperity, improve the safety of existing transportation systems, create resilient infrastructure, and expand multimodal transportation infrastructure. With the previous local investment into the project, the City is poised to make these improvements to enhance connectivity for all users.

The implementation of the Connections for Economic Freedom project is not possible without the support of U.S. Department of Transportation funding. Dyersville Industries, Inc. urges you to invest in multimodal improvements, connectivity, and efficiency in a small, rural Iowa community. Please consider this project for BUILD funding to bring this critical project to fruition in the near future.

Sincerely,



Jacquie Rahe
Executive Director

135 HART SENATE OFFICE BUILDING
WASHINGTON, DC 20510-1501
(202) 224-3744
www.grassley.senate.gov

721 FEDERAL BUILDING
210 WALNUT STREET
DES MOINES, IA 50309-2106
(515) 288-1145

111 7TH AVENUE, SE, Box 13
SUITE 6800
CEDAR RAPIDS, IA 52401-2101
(319) 363-6832

United States Senate

CHARLES E. GRASSLEY
PRESIDENT PRO TEMPORE
WASHINGTON, DC 20510-1501

February 26, 2026

120 FEDERAL BUILDING
320 6TH STREET
SIOUX CITY, IA 51110
(712) 233-1860

Item 10.

210 WATERLOO BUILDING
531 COMMERCIAL STREET
WATERLOO, IA 50701-5497
(319) 232-6657

201 WEST 2ND STREET
SUITE 720
DAVENPORT, IA 52801-1817
(563) 322-4331

2146 27TH AVENUE
SUITE 550
COUNCIL BLUFFS, IA 51501-6985
(712) 322-7103

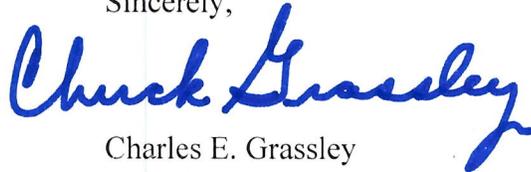
Mick J. Michel
City Administrator
City of Dyersville
3401 First Avenue East
Dyersville, Iowa 52040

Dear Mr. Michel:

I have contacted Secretary Duffy of the U.S. Department of Transportation regarding the Better Utilizing Investments to Leverage Development (BUILD) Grant Program application submitted by the City of Dyersville, Iowa for the Connections for Economic Freedom Project. I asked that this application be given all due consideration. Should I receive a response from the U.S. Department of Transportation, I will relay any helpful information to you.

Thank you for allowing me to be of assistance to you. If you have any further questions regarding this, or any other federal matter, please do not hesitate to contact me again.

Sincerely,



Charles E. Grassley
United States Senator

Committee Assignments:

CHAIRMAN
JUDICIARY

BUDGET
FINANCE

AGRICULTURE



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

FEBRUARY 2026 NEWSLETTER

Looking Ahead Together

A Message from Our President & CEO

Thank you to our Greater Dubuque Development team, Board of Directors, investors, and partners for your patience and support as we move into this next chapter for our organization. Our priority is to ensure that our clients, stakeholders, and communities continue to experience consistency, responsiveness, and high-quality service throughout this transition.

Greater Dubuque Development has a long-standing commitment to prioritizing the needs of existing businesses and developers — those who have invested in our region and help drive economic growth. We recognize that most new jobs in a community are created by businesses already here, and we remain firmly dedicated to supporting their continued success.

At the same time, we will continue to compete aggressively for new residents and business investment. Guided by our strategic plan, we are focused on advancing initiatives that strengthen our regional economy, enhance quality of place, and position Greater Dubuque for sustained, long-term growth.

I am as excited and optimistic about the future of Greater Dubuque Development as the day I accepted this role. Thank you for your continued confidence and partnership. Please do not hesitate to reach out to me or a member of our team to discuss ideas or projects where we can be of assistance.



With appreciation,

Jason White

President & CEO

jasonw@greaterdubuque.org | 563-557-9049

[Learn about Greater Dubuque Development’s 2025-2030 Strategic Plan](#)

Business Support & Attraction

YOUR BUSINESS can be great here.



Photo courtesy River City Logistics Inc.

Business Expansion

River City Logistics Inc. Expands in Dubuque

Congratulations to River City Logistics Inc. on its recent expansion with the acquisition and renovation of a 17,000-square-foot facility at 300 Data Court in Dubuque to support its growing operations. In 2025 alone, the company generated more than \$100 million in revenue across more than 40,000 shipments, reflecting continued impact of the Greater Dubuque region’s logistics and distribution sector.

[Read more about River City Logistics' expansion in the Telegraph Herald](#)



Interested in learning more about our existing business services?

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



Transportation Updates

Air Service

New Shuttle Service to Eastern Iowa Airport Beginning March 1

Beginning March 1, Dubuque-area travelers will have a new ground transportation option connecting the Dubuque Regional Airport to Eastern Iowa Airport in Cedar Rapids. Anaman Concierge Service has been granted a permit to provide curb-to-curb shuttle service between DBQ and CID, offering daily departures and returns designed to align with flight schedules.

The service provides residents with convenient access to CID's 17 nonstop destinations and hundreds of one-stop connections, while allowing travelers to take advantage of free parking at DBQ and streamlined transportation to Cedar Rapids.

Reservations are available directly through [Anaman Concierge Service](#).

[Read the Dubuque Regional Airport's full February 16th press release](#)



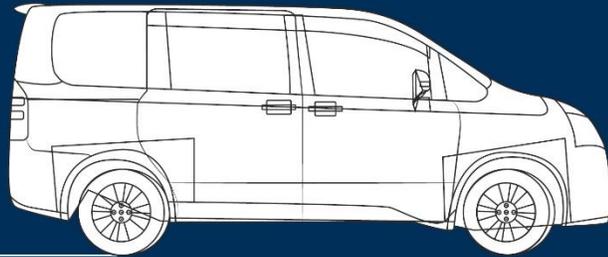
Interested in learning more about our efforts to improve access to air service?

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

Population Growth

YOUR FUTURE can be great here.

A Smarter Way to Commute



Workforce Infrastructure

New Employer Vanpool Pilot Addresses Transportation Barriers

Transportation remains a top concern for many regional employers. The Regional Transit Authority has partnered with Enterprise to pilot a [Vanpool Program](#) that provides shared commuter vans for groups of employees, with up to \$600 per month in local subsidy support available.

This flexible model can expand access to jobs, improve attendance, and reduce turnover tied to commute challenges. Enterprise supplies and manages the vehicle, including insurance, maintenance, and roadside assistance, while participants share the ride and rotate driving responsibilities.

[Click to learn how the RTA/Enterprise vanpool could support your team](#)



Interested in learning more about RTA/Enterprise Vanpool Program?

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



Scenes from night 4 of Distinctively Dubuque which took the class to Voices Studios to explore Dubuque's arts and culture scene. From a panel of creative leaders to updates on Central Avenue revitalization, the evening concluded with a lively round of Dubuque trivia.

Talent Retention

Distinctively Dubuque Class Begins March 11, Limited Openings Still Available

A limited number of seats remain in the Distinctively Dubuque class beginning March 11. This free community immersion program helps newcomers and recently relocated professionals build meaningful connections, explore local history and amenities, and gain a deeper understanding of the Greater Dubuque region.

If you have a new employee, colleague, neighbor, or family member who has moved to the area within the past five years, encourage them to register. The program is designed to help participants feel grounded, informed, and connected.

[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.

Share the opportunity and help someone take their next step in Greater Dubuque!

[Download the Distinctively Dubuque brochure to share with a newcomer you know](#)



Interested in learning more about Distinctively Dubuque?

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

Training & Upskilling

Opportunity Dubuque Mid-Year Results Show Continued Momentum

At the midpoint of Fiscal Year 2026, Opportunity Dubuque continues to deliver measurable results for both job seekers and regional employers. The program has supported 25 learners through Greater Dubuque Development support for certificate programs, with an additional 114 participants enrolled through other funding sources.

Since its launch in 2011, Opportunity Dubuque has maintained a 93% continuing education and employment rate, demonstrating the strength of employer-aligned, tuition-free training in building the regional talent pipeline.

Explore the full mid-year update to see priority training areas and what's ahead in the second half of FY26.

[Dive deeper into Opportunity Dubuque's mid-year update](#)



Interested in learning more about Opportunity Dubuque?

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



During our May 2025 Workforce Solutions Breakfast, Mandi Dolson, Director of Workforce Recruitment & Retention, recapped outreach efforts aimed at retaining and attracting college students to our market after graduation.

Data & Resources

Workforce Solutions Breakfast Registration Now Open

Join us for our Workforce Solutions Breakfast on Thursday, May 14, 2026, from 8:00–9:30 a.m. at the Diamond Jo Casino. Connect with fellow HR professionals, area CEOs, elected officials, and community leaders to learn about the latest workforce strategies supporting employers of the Greater Dubuque region. [RSVP online](#) or by contacting Anna Roling, Executive Assistant at 563-557-9049 or annar@greaterdubuque.org.

[Click to RSVP online for our May 14th Workforce Solutions Breakfast](#)

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

- Eagle Tool Company
- Fresenius Medical Care
- Russel Metals USA (formerly Kloeckner Metals)

Renewed Investors, cont'd

- DDI, Inc
- Hillcrest Family Services
- Managed Solutions Group
- Medline Industries

Renewed Investors

- Carlisle Ryan Digital Print and Services
- City of Dubuque
- Clarke University
- Modernfold
- Rite-Hite
- Sedona Staffing Services
- Sisters of the Presentation
- Stonehill Communities
- The Fountain of Youth



Interested in becoming a Workforce Solutions Investor?

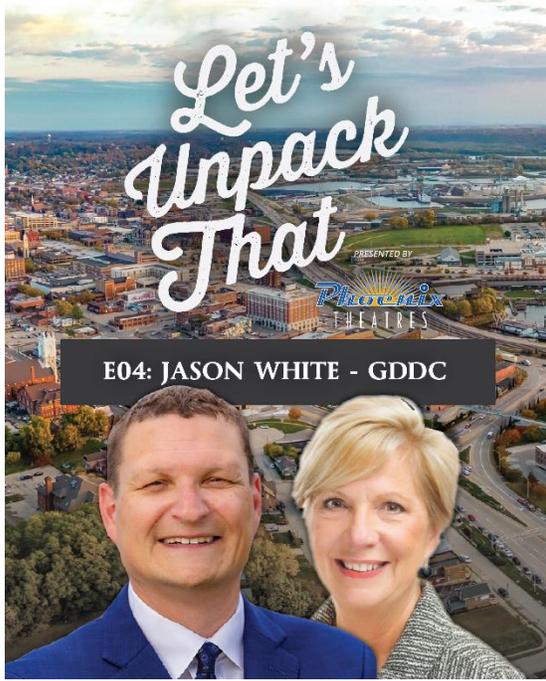
Contact Mandi Dolson, Director of Workforce Recruitment & Retention, at 563-557-9049 or mandid@greaterdubuque.org



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

Jason White Featured on Chamber's *Let's Unpack That* Podcast

Greater Dubuque Development President & CEO Jason White recently joined Molly Grover, President & CEO of the Dubuque Area Chamber of Commerce for a conversation to learn more about his professional path, his early insights and perspective after stepping into the CEO role, and his vision for collaboratively advancing progress across the Greater Dubuque region.

[Listen to Let's Unpack That E04 >](#)



Community News

March/April City News Now Available

The [latest edition of City News](#), the City of Dubuque's bi-monthly newsletter is now available and coming to a utility bill near you! Download today for information about seasonal jobs with the City of Dubuque, FY2027 budget public input meetings, city-wide expansion to the Branching Out initiative, and more.

[Download the March/April City News >](#)



Community News

City Life Applications Open Through March 16

The City of Dubuque welcomes applications from residents for the next session of [City Life](#), a fun, free, and interactive experience of local government that offers an in-depth look at City operations and services through presentations and behind-the-scenes tours of taxpayer investments at work.

[Learn more >](#)



Upcoming Events

YOUR NETWORK can be great here.

Tuesday, March 3, 2026

Taste of the Tri-States

4:00 – 7:00 p.m. | Hotel Julien Dubuque, 200 Main St | Dubuque, IA

Hosted by the Dubuque Area Chamber of Commerce, the inaugural Taste of the Tri-States brings together local food and beverage vendors for an evening of unlimited sampling, live music, and friendly competition. Guests will sip, savor, and vote for their favorites in categories including Greatest Savory Taste, Greatest Sweet Taste, and Greatest Sip in the Tri-States. Winners will be announced live, earning a year of bragging rights.

[Learn More & Get Tickets >](#)

Wednesday, March 25, 2026

Dubuque Night in Des Moines

5:00 – 8:00 p.m. | Curate, 322 E Court Ave | Des Moines, IA

Dubuque Night in Des Moines, Iowa's longest-running legislative reception, brings together business and community leaders with Iowa's elected officials for an evening of conversation and connection. Hosted by the Dubuque Area Chamber of Commerce in partnership with the City of Dubuque, Greater Dubuque Development, and Travel Dubuque, the event highlights regional collaboration and advocacy at the state level.

[Register to Attend >](#)

Thursday-Friday, April 9-10, 2026

RISE: Iowa Rural Summit 2026

Grand River Center | 500 Bell Street, Dubuque, IA

The 2026 Iowa Rural Summit marks the 10th annual gathering of leaders from across the state focused on strengthening rural economies, workforce

development, housing, and community vitality. Hosted in Dubuque, this two-day conference offers an opportunity to exchange ideas, share best practices, and advance solutions that support long-term economic growth.

[Learn More & Register >](#)

Upcoming Religious Holidays & Cultural Observances

March 1-30 | National Women's History Month

March 2-20 | Nineteen-Day Fast (Baha'i)

March 3 | Magha Puja (Buddhist)

March 3 | Purim (Jewish)

March 4 | Holi (Hindu)

March 4 | Hola Mohalla (Sikh)

March 8 | International Women's Day

March 16 | Lailat Al-Qadr (Islamic)

March 17 | St. Patrick's Day

March 20 | Vernal Equinox

March 20 | Eid Al-Fitr (Islamic)

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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Keep Iowa Beautiful[®]

KEEP AMERICA BEAUTIFUL AFFILIATE

February 2026 Newsletter



*Photo Credit: "Heaven with a Zip Code," Scott Hoag, DeWitt
1st Place Hometown Pride & 1st Place Best of Show in the
[16th Annual keep Iowa Beautiful Photography Contest Submission](#)*

Iowa is Beautiful!

Though covered in snow today, this February, we are looking ahead to spring and celebrating the beauty of Iowa!

We are announcing the winners of our annual Keep Iowa Beautiful Photography Contest, highlighting photos that show how visually stunning our state is.

We wrapped up the application process for our Paint Iowa Beautiful program and now have the honor of reviewing applications geared at beautifying our state through a fresh coat of paint!

Lastly, we are officially launching our annual Pick-Up Iowa program. Through this litter clean-up initiative, residents just like you are showing up for Iowa's parks, downtowns and more! Read more about how to host an event below!

We hope you will join us in Keeping Iowa Beautiful this spring!

With gratitude,

The Keep Iowa Beautiful Team



Host a Pick-Up Iowa Event



Be part of a movement in Iowa, showing up for our state through cleaning up our streets, rivers, and public spaces!

Keep Iowa Beautiful is calling on Iowans to help achieve our statewide goal of 2,500 volunteers to clean up 2,500 bags of litter across the state this spring.



What is Pick-Up Iowa? An annual effort to pick up litter across the state of Iowa through a series of locally organized pick-up events, Pick-Up Iowa is part of Keep America Beautiful's Great American Cleanup, the nation's largest community improvement program.

Who can participate? Anyone! You can host a Pick-Up Iowa event...Just grab your friends, neighbors, coworkers, classmates, etc. and pick an area to pick up litter!



Where do I hold my event? Anywhere! Common sites to pick up litter include Iowa's roadsides, neighborhoods, streets, school grounds, parks, or streams.

When do I hold my event? Anytime!
Schedule your Pick-Up Iowa event between April 1st and June 30th, 2026, at a date and time that works for your group!

How do I sign up? Registration is easy! Just click the link below and register your event!



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



Announcing the Winners of the 16th Annual Keep Iowa Beautiful Photography Contest!



Thank you to all of the talented photographers who entered our annual photo contest! This year’s competition was incredibly strong, with over 550



photos submitted—each one capturing the beauty of Iowa in a unique way. While only a few could be selected as winners, we truly appreciate every participant’s creativity and passion for showcasing our great state. Your photos continue to inspire and remind us why keeping Iowa beautiful is so important.

Check out the 1st place category winners below!



Iowa Landscape

"Juniper Tree overlooking Fall Colors along the Mississippi"

Suhaib Khan, Glendale Heights, IL



Iowa Water

"Ice Fishing"

Silas Clough, Zwingle



Iowa Wildlife

"Great Blue Heron Shakes off the Morning Dew"

Peyton Renning, Des Moines



Iowans in Action

"Crawling through the Corn"

Dave LaBelle, Dyersville



NEW Youth Winner!

"Driftless Falls"

Zane Raza, West Des Moines



Hometown Pride

"Heaven with a Zip Code"
(taken in Lost Nation)

Scott Hoag, DeWitt



Iowa Cities

"Glitter City"

Scott Hoag, DeWitt

View a complete list of winners at the bottom of the newsletter and check out all of the 16th Annual Photo Contest winning photos at our website!

[16th Annual Photo Contest Winners](#)

Artistic Partnership

Maquoketa Mural

The Maquoketa Art Experience recently completed a mural, thanks to a grant partnership with Keep Iowa Beautiful and Keep America Beautiful (KAB).

The mural was completed on the outside walls of the city's 4-sided trash enclosure. They involved a local artist, as well as local high school students! The students were able to be involved in the project from start to finish, teaching them not only about art but about project management and community pride!

The Maquoketa Art Experience mural was made possible by a grant from KAB as part of their Greatest American Cleanup initiative. Keep Iowa Beautiful partnered with KAB to bring this grant money to an Iowa community. We hope to see more partnerships like this in the future!





#HometownPride Highlights



Grants Galore!

Many Hometown Pride Communities were awarded various grants recently!
Read about two grant recipients below.

In January, Gilmore City (pictured, top), Havelock (pictured, bottom), Laurens and Plover were awarded grants from the Pocahontas County Foundation to complete community projects. From a new pergola to city and highway signs to a park shelter house with bathrooms, the grants from PCF will help improve these communities as well as many others that were awarded a grant last month!





Peosta was recently awarded a \$50,000 grant from the T-Mobile Hometown Grant Program for the construction of a new multi-purpose pavilion in Kelly Oaks Park.

This project will expand opportunities for accessible recreation, education, and community gatherings—all while preserving the park’s natural ecosystem.

Colesburg Hometown Pride received a \$5,000 grant from the Foundation of Cornerstone Communities AND a \$5,000 grant from the RJ McElroy Trust to update playground equipment at one of their city parks!



[Learn more about Hometown Pride Communities](#)

Grant Opportunity Due May 1st
Iowa Grocery Industry Association - Build with Bags!



Applications are open for the Iowa Grocery Industry’s ‘Build with Bags’ grant, which offers funding to public parks and schools for the purchase of park furniture and playground equipment made from recycled plastic shopping bags.



The grant is part of the Iowa Grocery Industry's larger efforts to decrease plastic in landfills or as litter and increase demand for recycled plastic products.

If you think your community could benefit from a grant like this, we encourage you to apply! Grants are due on May 1st.

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

[Apply for Build with Bags Today!](#)



16th Annual Photo Contest Winners



Robert D. Ray Best of Show Awards

- 1st Place: “Heaven with a Zip Code,” Scott Hoag of DeWitt
- 2nd Place: “Juniper Tree overlooking Fall Colors along the Mississippi,” Suhaib Khan of Glendale Heights, IL
- 3rd Place: “Great Blue Heron Shakes off the Morning Dew,” Peyton Renning of Des Moines

Iowa Cities Awards

- 1st Place: “Glitter City,” Scott Hoag of DeWitt
- 2nd Place: “Davenport, Iowa,” Brian Abeling of West Des Moines
- 3rd Place: “Madison County Courthouse,” Morgan Weaver of Afton
- Honorable Mention: “Children Watch Fireworks in the Snow in Ankeny,” Lee Navin of Ankeny

Iowa Landscape Awards

- 1st Place: “Juniper Tree overlooking Fall Colors along the Mississippi,” Suhaib Khan of Glendale Heights, IL
- 2nd Place: “The Best Campsite in Iowa,” Cody Davis of Grinnell
- 3rd Place: “Sunset over Farmland,” Sharon Scarff of Wayland
- Honorable Mention: “Wired for an Iowa Winter,” Harlen Persinger of Grundy Center
- Honorable Mention: "Gassing Up," Scott Hoag of DeWitt

Iowa Water Awards

- 1st Place: “Ice Fishing,” Silas Clough of Zwingle
- 2nd Place: “Lake Dreams,” William Beardsley of Spirit Lake
- 3rd Place: “Dock to Serenity,” William Beardsley of Spirit Lake
- Honorable Mention: “Pikes Peak State Park overlooking the Mississippi River,” Brian Abelung of West Des Moines

Iowa Wildlife Awards

- 1st Place: “Great Blue Heron Shakes off the Morning Dew,” Peyton Renning of Des Moines
- 2nd Place: “Red Fox Kit Backlit,” Jim Rose of Mason City
- 3rd Place: “Screech,” Sharon Scarff of Wayland
- Honorable Mention: “The World of the Northern Saw-whet,” Cody Davis of Grinnell
- Honorable Mention: “Young Buck, Late Summer,” Justin Cox of Iowa City

Iowans in Action Awards

- 1st Place: “Crawling through the Corn,” Dave LaBelle of Dyersville
- 2nd Place: “On the Move!,” Sharon Scarff of Wayland
- 3rd Place: “The Agony of Defeat,” Scott Hoag of DeWitt
- Honorable Mention: “Hoover Blacksmith,” Jesse Streinz of West Branch
- Honorable Mention: “Smoky Job,” Will Hilsabeck of Peterson

Hometown Pride Awards

- 1st Place: “Heaven with a Zip Code,” Scott Hoag of DeWitt (photo taken in Lost Nation)
- 2nd Place: “Life at Your Own Pace,” Scott Hoag of DeWitt (photo taken in Shellsburg)

- 3rd Place: “Nite Glow in Indianola, Iowa,” Brian Abeling of West Des Moines (photo taken in Indianola)
- Honorable Mention: “Holly Learning how to Plow with a Team of Horses,” Deb O'Brien of Jewell (photo taken in Albert City)

Youth Winner

- "Driftless Falls," Zane Raza of West Des Moines

Public Favorite Award

- “Glitter City,” Scott Hoag of DeWitt



Your Support Matters!



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

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

[Donate to Support Iowa Communities](#)

NEW Mailing Address & Phone Number



Keep Iowa Beautiful

PO Box 1056

Johnston, IA 50131

www.KeepIowaBeautiful.com



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

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Try email & social marketing for free!

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

Meeting Date: 3/23/2026 Meeting Time: 06:00 PM Meeting Location: Memorial Building, 340 1st Avenue East, Dyersville

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

City Website (if available)
 www.cityofdyersville.com

City Telephone Number
 (563) 875-7724

Iowa Department of Management	Current Year Certified Property Tax 2025 - 2026	Budget Year Effective Property Tax 2026 - 2027	Budget Year Proposed Property Tax 2026 - 2027
Taxable Valuations for Non-Debt Service	289,080,368	310,964,448	310,964,448
Consolidated General Fund	2,185,650	2,185,650	2,282,631
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	132,780	132,780	211,310
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	0	0	0
Other Employee Benefits	0	0	0
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	382,746,582	415,202,147	415,202,147
Debt Service	857,911	857,911	935,131
CITY REGULAR TOTAL PROPERTY TAX	3,176,341	3,176,341	3,429,072
CITY REGULAR TAX RATE	10.26148	9.52186	10.27225
Taxable Value for City Ag Land	2,104,481	1,986,531	1,986,531
Ag Land	6,322	6,322	5,968
CITY AG LAND TAX RATE	3.00375	3.18243	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000	Current Year Certified 2025/2026	Budget Year Proposed 2026/2027	Percent Change
City Regular Residential	487	503	3.29
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000	Current Year Certified 2025/2026	Budget Year Proposed 2026/2027	Percent Change
City Regular Commercial	2,115	2,350	11.11

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and commercial properties have the same rollback percentage through \$150,000 of actual/assessed valuation.

Reasons for tax increase if proposed exceeds the current:

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

RESOLUTION NO. 16-26

A RESOLUTION ENDORSING THE RESURFACING OF 2ND AVENUE SE FROM 18TH STREET SE TO THE CORPORATE LIMITS PROJECT AND AGREEING TO MAINTENANCE OF THE PROJECT

WHEREAS, the City Council of the City of Dyersville has approved moving forward with the 2nd Avenue SE from 18th Street SE to the Corporate Limits Project; and,

WHEREAS, the City of Dyersville will seek Small City Surface Transportation Block Grant Program Funds for this Project; and,

WHEREAS, the City of Dyersville is required to officially endorse this Project and provide written assurance that it will adequately maintain the complete improvements in a manner acceptable to the IDOT and the FHWA; and,

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

SECTION 1. The City Council of the City of Dyersville hereby endorses the 2nd Avenue SE from 18th Street SE to the Corporate Limits Project.

SECTION 2. The City Council hereby agrees to provide the matching funds for this Project if the grant is approved.

SECTION 3. The City Council hereby agrees to maintain, or cause this Project to be maintained, in a manner acceptable to the IDOT and the FHWA.

PASSED, APPROVED AND ADOPTED this 2nd day of March, 2026.

Jeff Jacque, Mayor

Tricia Maiers, City Clerk

RESOLUTION NO. 17-26

A Resolution Authorizing Execution of a Maintenance and Repair of Primary Roads Agreement with the Iowa Department of Transportation

WHEREAS, the City of Dyersville, Iowa (the “City”) and the Iowa Department of Transportation (the “DOT”) are authorized to enter into intergovernmental agreements pursuant to Iowa Code Chapter 28E and related provisions of the Code of Iowa governing the maintenance and repair of primary roads within municipal boundaries; and,

WHEREAS, the City and the DOT have negotiated a five-year Agreement for Maintenance and Repair of Primary Roads in Municipalities that defines the respective maintenance responsibilities for primary highways, freeways, and related facilities within the City; and,

WHEREAS, the agreement term is five years, beginning July 1, 2026, and ending June 30, 2031, as set forth in the agreement; and,

WHEREAS, approval of the agreement will provide clarity and continuity regarding maintenance, repair, snow and ice removal, traffic services, drainage, and related obligations on primary roads within the City; and,

WHEREAS, it is in the best interests of the City of Dyersville to approve the agreement and authorize execution on behalf of the City; and,

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

Section 1. The five-year Agreement for Maintenance and Repair of Primary Roads in Municipalities between the City of Dyersville, Iowa, and the Iowa Department of Transportation is hereby approved.

Section 2. The Mayor and City Clerk are authorized and directed to execute the agreement on behalf of the City.

Section 3. The City Administrator is designated as the City’s point of contact for all notices and communications under the agreement.

Passed and approved this 2nd day of March, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk



**Agreement for Maintenance and Repair of
Primary Roads in Municipalities**

This Agreement made and entered into by and between the Municipality of Dyersville , Dubuque County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department’s policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

- 4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
- 5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
- 6. Clean, sweep and wash streets when considered necessary by the Municipality.
- 7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

- 1. Maintain and repair highway facilities due to utility construction and maintenance.
- 2. Removal of trees as necessary and the trimming of tree branches as necessary.
- 3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

- 1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
- 2. Mark traffic lanes on the cross street.
- 3. Remove snow on the cross street, including bridges over the freeway.
- 4. Clean and sweep bridge decks on streets crossing over freeway.
- 5. Maintain all roadside areas outside the freeway fence.
- 6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2026 to June 30, 2031

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Dyersville, Iowa

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____
District Engineer

Date _____

Date _____

RESOLUTION NO. 18-26

A Resolution Authorizing Execution of an Off-Duty Management Services Agreement with Off Duty Management, Inc.

WHEREAS, the City of Dyersville, Iowa (the “City”) desires to provide a structured, efficient, and accountable process for the coordination and management of off-duty uniformed police officer services for third-party requests; and,

WHEREAS, Off Duty Management, Inc., a Texas corporation (“ODM”), specializes in the administration, scheduling, payroll processing, and management of off-duty law enforcement services; and,

WHEREAS, the City, through the Dyersville Police Department, has negotiated an Off-Duty Management Services Agreement with ODM that establishes the terms and conditions under which ODM will manage off-duty employment assignments for participating officers; and,

WHEREAS, it is in the best interests of the City of Dyersville to approve the agreement and authorize execution on behalf of the City; and,

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

Section 1. The Off-Duty Management Services Agreement between the City of Dyersville, Iowa, through the Dyersville Police Department, and Off Duty Management, Inc. is hereby approved.

Section 2. The Mayor and City Clerk are authorized and directed to execute the agreement on behalf of the City.

Section 3. The Police Chief is designated as the City’s point of contact for all notices and communications under the agreement.

Passed and approved this 2nd day of March, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk



Built by officers for officers

Services Agreement

Sourcewell Contract #030425-OFF, Public Safety Software

This Services Agreement (“**Agreement**”) is entered into as of _____, 2026 (the “**Effective Date**”) and is between OFF DUTY MANAGEMENT, Inc., a Texas corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 (“**ODM**”) and Dyersville Police Department, Iowa, with offices located at 338 1st Avenue E, Dyersville, Iowa 52040 (“**Agency**”). ODM and Agency are sometimes individually referred to herein as “**Party**” and collectively as the “**Parties**.”

In consideration of the reciprocal promises, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties hereby agree as follows.

1. Services

1.1 Sourcewell Cooperative Contract #030425-OFF, Public Safety Software

The client engages contractor to provide the following goods and/or services: Public Safety Software in accordance with the terms and conditions of the Sourcewell Cooperative Contract 030425-OFF, the attached Statement of Work (Exhibit A), and this Standard Contract. The client will have all rights and remedies available to Sourcewell as set forth in Contract Number 030425-OFF.

1.2 Statement of Work and the Services. ODM shall perform, at its sole expense, the support services for the coordination, management, and provision of Agency’s off duty uniformed officer (“**Officers**”) outside employment services (the “**Services**”) to third-party customer (“**Customers**”) as described in this Agreement and the statement of work attached hereto and incorporated herein as Exhibit A (“**Statement of Work**”). ODM shall provide the requisite employees, agents, and independent contractors (collectively, “**Staff**”) and resources necessary to provide Agency with the Services.

1.3 Invoicing and Payment. Agency acknowledges that ODM will charge Customers the officer’s pay rate plus an administrative fee per assignment with a Customer (each, an “**Assignment**”) as specified in the Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the Assignment, including any applicable administrative fee and sales tax. Customer shall pay ODM’s invoice within thirty (30) days after the date that Customer receives such invoice. An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services with Customer following ODM’s provision of at least two (2) days’ notice to Customer. For Customers paying by credit or with a debit card, there will be an additional 3.0% bank fee assessed. ODM may change the administrative fee it charges to Customers annually on thirty (30) days’ notice to Customers and Agency.

1.4 Permits and Licenses. ODM shall obtain and maintain, at its sole expense, all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, Agency shall provide reasonable assistance in obtaining such permits, licenses, and government approvals.

1.5 Business Name. ODM shall conduct business under its own name. ODM shall not use Agency’s name in providing the Services.

1.6 ODM’s Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Agency shall have no authority to direct the day-to-day activities of ODM or any of ODM’s Staff. Agency retains sole authority and responsibility for Officers’ behavior when working off-duty for a Customer on an Assignment.

2. Term and Termination

2.1 Term. This Agreement commences on the Effective Date and shall continue in full force and effect until terminated in accordance with Section 2.2 (the “**Term**”).

2.2 Termination.

Either Party may terminate this Agreement for convenience and without cause, at any time, by giving the other Party thirty (30) days advance written notice designating the date of termination. Each Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other Party.

3. Relationship

- 3.1 Agency and ODM agree that neither Party has the authority to bind or make any commitment on behalf of the other, nor are any of either Party's employees entitled to any employment rights or benefits of the other Party.
- 3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.
- 3.3 Agency is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to by the Parties.
- 3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

- 4.1 Definition of Confidential Information. Any non-public information disclosed by either Agency or ODM (in such capacity, the "**Disclosing Party**") to the other Party (in such capacity, the "**Receiving Party**") and marked as "Confidential," or any other non-public information the confidential nature of which is reasonably obvious from the content of the information and context of the disclosure (collectively, "**Confidential Information**") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Agency, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; and formulae, products, processes, procedures, programs, inventions, systems, and designs of the Disclosing Party.
- 4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of the Disclosing Party. The Receiving Party agrees not to use any Confidential Information for any purpose except to perform its obligations under this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party without the prior approval of the Disclosing Party. Such obligations do not apply to information that (i) is or hereafter becomes generally known to the public without any breach of this Section 4 by the Receiving Party; (ii) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure; (iii) is independently created by the Receiving Party without usage of the Disclosing Party's Confidential Information; or (iv) was known by the Receiving Party prior to its disclosure by the Disclosing Party.
- 4.3 Compelled Disclosure. In the event the Receiving Party becomes or may become legally compelled to disclose any Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process, the requirements of any exchange on which the securities of such Party are listed, or otherwise), the Receiving Party shall provide to the Disclosing Party prompt prior written notice of such requirement (unless legally prohibited) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.
- 4.4 Protection. ODM will implement and maintain commercially reasonable physical, technical, and administrative measure for Agency's Confidential Information in the possession, custody, or control of ODM in order to (i) safeguard the security and confidentiality of the Confidential Information; (ii) protect against anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Agency's Confidential Information to protect the privacy of such information. At a minimum: (a) ODM shall not transmit Agency's Confidential Information across unsecured communication channels and shall use commercially reasonable efforts to ensure that all Agency's Confidential Information, whether in transmission or storage, is secured against unauthorized access and/or distribution through encryption, authentication, and robust access, distribution, and replication controls; (b) ODM shall implement security assessment tools to monitor the system resources and security controls; (c) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; and (d) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Agency's Confidential Information.
- 4.5 Security. ODM will notify Agency as soon as possible in the event ODM believes or has reason to believe that either a loss of Agency's Confidential Information or a security breach relating to the same has occurred and will provide Agency any available information relating to the breach.

- 4.6 **Return.** Within five days following the earlier of (i) the request of the Disclosing Party; or (ii) the expiration or termination of this Agreement, the Receiving Party shall return to the Disclosing Party (or, at the Disclosing Party's instruction, destroy) all of the Disclosing Party's Confidential Information. If the Disclosing Party requests destruction, such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable. Notwithstanding the foregoing, the Receiving Party may retain copies of the Disclosing Party's Confidential Information if required by applicable law, regulation, or bona fide records retention policy, subject to the ongoing obligations of nondisclosure and nonuse herein in accordance with the terms hereof. In addition, the Receiving Party shall not be required to return or destroy any documents or information to the extent the same have been backed up in accordance with the Receiving Party's backup of its systems.
- 4.7 **Injunctive Relief.** The Parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Section 4 pertaining to the Disclosing Party's Confidential Information and that the Disclosing Party may suffer irreparable injury as a result. In the event of any such breach or threatened breach of this Section 4, the Receiving Party hereby consents to the Disclosing Party seeking injunctive relief without the posting of any bond or other security.

5. Trademarks and Intellectual Property

- 5.1 Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.
- 5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.
- 5.3 The performance of the Services may require Agency to make use of ODM's technology, such as, but not limited to, the OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Agency acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Agency's obligations hereunder.
- 5.4 During the Term, ODM shall have the right, but not the obligation, to publicly announce (e.g., on ODM's website and other promotional materials) that Agency is a customer of ODM and a user of the Services. This right includes the use of the agency insignia (badge/patch). Following the Term, ODM may reference Agency as a past customer.

6. Warranties; Disclaimer; Indemnification

- 6.1 ODM represents and warrants that all Services shall be performed: (i) in a professional, workmanlike, and timely manner; (ii) in accordance with generally accepted standards for the industry; (iii) in compliance with all Agency policies and procedures related to off-duty or secondary employment provided in writing to ODM ("**Agency Policies**") and all laws, rules, and regulations applicable to the Services and/or ODM in its performance and delivery of the Services ("**Applicable Laws**"). Should those Agency Policies or Applicable Laws change after the Effective Date, ODM may be entitled to an equitable adjustment to this Agreement, including an immediate increase in the administrative fee it charges to Customers.
- 6.2 Except as expressly set forth in Section 6.1, ODM hereby disclaims all other representations and warranties, whether express or implied.
- 6.3 Indemnification by ODM. Subject to Section 6.5, ODM shall defend Agency from any claims, demands, suits, or proceedings made or brought by a third party ("Claims") against Agency and indemnify and hold Agency harmless from and against actual losses, damages, civil penalties, costs, reasonable outside legal fees, and expenses finally awarded in a non-appealable judgment in connection with, or agreed via settlement of, such Claims (collectively, "Losses") to the extent such Claims arise directly out of or result directly from: (i) any material breach by ODM of Section 4 of this Agreement that results in the misappropriation, loss, or compromise of Agency Confidential Information; (ii) the gross negligence, intentional misconduct, or fraud of ODM in the performance of this Agreement; or (iii) Agency's access to, or usage of, OfficerTRAK® in accordance with this Agreement directly infringing, violating, or misappropriating a copyright, patent, trade secret, or other intellectual property right of a third party (an "IP Claim").
- 6.4 Limited Remedies. If the use of OfficerTRAK® is enjoined based on an IP Claim or ODM determines at its discretion that such use may be enjoined, ODM may, at its sole discretion and expense, (i) procure for Agency the right to continue using OfficerTRAK®; (ii) replace OfficerTRAK® with a non-infringing platform with substantially the same functionality; or (iii) modify OfficerTRAK® so that it becomes non-infringing, but has substantially the same functionality. This Section 6.4 together with the indemnity provided under Section 6.3, states Agency's sole and exclusive remedy, and ODM's sole and exclusive liability, regarding any IP Claim.

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- 6.5 Limitations. ODM will not be liable for any Losses and will have no obligations under Section 6.3 to the extent the Losses or the Claim arise from (i) Agency's acts or omissions; (ii) ODM's compliance with Agency's directions, specifications, instructions, or procedures; or (iii) an IP Claim arising from (a) derivatives or other modifications of OfficerTRAK® made other than by ODM, if such Claim would not have arisen but for the derivatives or modifications; or (b) Agency's combination of OfficerTRAK® with any software or other product not provided by ODM, if such Claim would not have arisen but for the combination.
- 6.6 Indemnification Procedure. In the event of any Claim for which indemnification is available, Agency shall give prompt written notice of any such Claim to ODM. ODM shall have the right to control and direct the investigation, defense, and settlement of each such Claim. Agency shall reasonably cooperate with ODM (at ODM's sole cost and expense) in connection with the foregoing. Agency may participate in the defense of the Claim with counsel of its own choosing, at its own cost and expense, on a strictly monitoring basis. ODM shall not enter into any settlement or resolution of any Claim that would constitute an admission of guilt or liability on the part of Agency, without Agency's express prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed).

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the Term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	\$1,000,000 each occurrence/\$5,000,000 aggregate
Employer's Liability	\$1,000,000 each occurrence
Workers Compensation	State Statutory
Automobile Liability	\$1,000,000 (excludes collision insurance)
Cyber	\$2,000,000 each occurrence

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder. All certificates of insurance shall name Agency as an additional insured with respect to general liability coverage and shall require that Agency be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Agency prior to the Effective Date and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

- 8.1 Notices. Legal notices under this Agreement (other than routine operational communications) shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a Party changes its address by giving notice to the other Party as provided herein, notices shall be delivered to the Parties as follows:

If to ODM, to: 1906 Ave D, #200, Katy, Texas 77493; and If to Agency, to:

Attn: Chief Brent Schroeder, 338 1st Avenue E, Dyersville, Iowa 52040

- 8.2 Assignment and Delegation. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.
- 8.3 Governing Law/Jurisdiction. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the choice of law rules thereof. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of Texas for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.
- 8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any Party, the prevailing Party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including, without limitation, direct and reasonable attorney fees, the fees and costs of experts and consultants) incurred by such Party in such suit or action, including, without limitation, any post-trial or appellate proceeding.

- 8.5 Limitation of Liability. EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD: (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE ADMINISTRATIVE FEES PAID TO ODM BY CUSTOMERS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES..
- 8.6 Entire Agreement. This Agreement, including Exhibit A, constitutes the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each Party. If there is any conflict between the terms set forth in body of this Agreement and Exhibit A, the terms in the body of this Agreement shall control.
- 8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Sections 3, 4, 5.1, 5.2, 5.4, 6.2, and 8.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each Party agrees to accept signature pages via fax, PDF, DocuSign, and similar electronic means as originals.
- 8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Agency and any Officer assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Agency, and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with, or arising out of, any such employment contract except to prepare checks and to pay any such Officer who is a party to such a contract, in conformity with the information provided by Agency. With respect to any employment contract between Agency and any Officer assigned to a Customer worksite, Agency shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including, but not limited to, its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of each Party. The individual signing this Agreement on behalf of a Party represents, warrants, and guarantees that he or she has full authority to do so. Each Party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a Party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.
- 8.14 Force Majeure. Neither Party shall be liable to the other Party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators, hosting providers, or interruption of, or inability in obtaining, supplies or services from third parties.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Off Duty Management, Inc:

By: _____

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: _____

Dyersville Police Department, Iowa:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
STATEMENT OF WORK

Scope of Services

ODM will manage all external Customer requests for the off-duty Officers outside employment services as of ODM's publication of the first Assignment. ODM will manage the following for Agency in connection with the Assignments:

- Officer Payroll
- Scheduling
- Invoicing/collections

Policies/Procedures

- ODM will comply with all applicable Agency Policies.
- ODM will coordinate with Agency should there be any questions regarding a Customer or Assignment.
- Agency will modify its existing Agency Policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Officers interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Officers will be paid weekly for any Assignments completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Regular	\$67.28	
Traffic	\$67.28	
Supervisor	N/A	
Holiday*	89.69	
Emergency**	\$89.69	
Schools	\$40.00	

* The holiday rate will apply to the following days: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day.

Agency Vehicle Fees

- Agency vehicle fee is \$ 17.60 per hour.
- Agency vehicle fees will be sent to the city finance department weekly via ACH.
- Agency is responsible for carrying collision insurance on any Agency vehicles used in connection with an Assignment.

Customer Fees

- Officer hourly pay rate plus 11.1 % ODM administrative fee per hour.
- Agency vehicle hourly fee plus 11.1 % ODM administrative fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to Officers via OfficerTRAK® to their mobile devices once received and approved by Agency.
- Officers will select and work shifts on a first-come, first-served basis.

Minimum and Maximum per Shift Work

- 2 hours minimum per Assignment.
- Officers are limited to work a combined (Agency/off-duty) total of N/A hours combined bi-weekly (monitored by Agency).

Minimum Job Notification

- 48 hours prior to shift start required for Assignments.
- If a request is received fewer than 48 hours prior to Assignment, the emergency pay rate goes into effect.

Agency Assignment

- Requests submitted through Agency's website will default to that Agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for Agency, and Agency must have an agreement with such agencies relating to the same:
 - Peosta PD
 - Epworth PD
 - Farley PD
 - Cascade PD
 - Dubuque County Sheriff's Office
 - Delaware County Sheriff's Office

Insurance Coverages

- ODM will provide insurance coverage as set forth in the Agreement.

OfficerTRAK® Software

- Officers working for Customer will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view Assignments requested through Agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage Internal Assignments only (limited to Agency and city Assignments). Assignments and ODM will be viewed by Officers in the same app. ODM will maintain Officer information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for Customers to request service online.

OfficerTRAK® Training

ODM will provide the following training to Agency and Officers:

Online

- Administrators – training guides and virtual training
- Officers – training guides and practice jobs

OR

Onsite

- Administrators – training guides and onsite training
- Officers – training guides, practice jobs, and onsite training

RESOLUTION NO. 19-26

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

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

WHEREAS, this City Council has reviewed and considered the scope of work for the design of the Westlinden Lift Station Replacement 2026 Project; and,

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

Section 1. The Engineering Service Agreement is hereby approved, and the Mayor and City Clerk are authorized and directed to execute and deliver the Agreement on behalf of the City.

Section 2. Resolution 31-25 and any other resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved on March 2, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

**AGREEMENT BETWEEN OWNER (CITY OF DYERSVILLE)
AND ENGINEER (ORIGIN DESIGN CO.)
FOR PROFESSIONAL SERVICES**



AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

	Page
Article 1— Services Of Engineer	1
1.01 Scope	1
Article 2— Owner’s Responsibilities	1
2.01 Project Information	1
2.02 Owner’s Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents	2
2.03 Owner-Furnished Services	3
2.04 Owner’s General Responsibilities	4
2.05 Payment	5
Article 3— Schedule For Rendering Services	6
3.01 Commencement	6
3.02 Time for Completion	6
Article 4— Invoices And Payments	6
4.01 Invoices	6
4.02 Payments	6
Article 5— Opinions Of Cost	7
5.01 Opinions of Probable Construction Cost	7
5.02 Opinions of Total Project Costs	7
Article 6— General Considerations	7
6.01 Standards of Performance	7
6.02 Ownership and Use of Documents	9
6.03 Electronic Transmittals	10
6.04 Insurance	11
6.05 Suspension and Termination	12
6.06 Successors, Assigns, and Beneficiaries	14
6.07 Dispute Resolution	14
6.08 Controlling Law; Venue	14
6.09 Environmental Condition of Site	15
6.10 Indemnification and Mutual Waiver	16
6.11 Records Retention	17
6.12 Miscellaneous Provisions	17
Article 7— Definitions	18
7.01 Defined Terms	18
Article 8— Exhibits And Special Provisions	22
8.01 Exhibits to Agreement	22
8.02 Total Agreement	23
8.03 Designated Representatives	23
8.04 Engineer's Certifications	23
8.05 Conflict of Interest	23

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Dyersville (Owner) and Origin Design Co. (Engineer). This Agreement replaces and supersedes the Agreement for Westlinden Lift Station Replacement 2025 with effective date March 3, 2025. Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as the Westlinden Lift Station Replacement 2026 (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as replacement of the existing Westlinden Lift Station and force main. The Westlinden replacement lift station will be located approximately 300 ft to the east of the existing lift station. The lift station improvements include demolition of the existing lift station, site improvements, electrical work, a standby generator, controls improvements and a building to house the controls and electrical components. The force main will extend to 2nd Street Northeast and extend south across the North Fork of the Maquoketa River to an existing manhole near the south end of the existing bridge over the North Fork of the Maquoketa River. Gravity sewer will be extended from near the existing lift station to the replacement lift station location. The existing gravity sewer on 2nd Street Northeast, east of the proposed lift station location will be extended to the replacement lift station. The Project also includes a short water main extension from the end of the existing cul-de-sac on 5th Avenue Northwest east to 2nd Street Northeast and extending fiber to the replacement lift station from 2nd Street Northeast.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

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

and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

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

and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

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

- 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
- 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer’s Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer’s Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer’s Subcontractors or Subconsultants.
 - 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 - 4. Perform or provide the following:
 - a. None

2.05 Payment

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

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A, Except 1.06.B.10 (Construction Surveying and Staking))	\$217,200.00	Lump Sum
2	Basic Services (Article 1 of Exhibit A, Section 1.06.B.10 (Construction Surveying and Staking))	\$6,700.00	Hourly Rates, Not to Exceed
3.	Resident Project Representative Services	\$83,500.00	Hourly Rates, Not to Exceed
4.	Additional Services (Article 2 of Exhibit A)		Hourly Rates

Based on a six-month continuous construction period.

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

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

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

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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

6.02 Ownership and Use of Documents

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

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

6.03 Electronic Transmittals

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

hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

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

6.04 Insurance

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

have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

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

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof;

provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

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

6.07 Dispute Resolution

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

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

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

6.09 Environmental Condition of Site

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

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

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

- D. **Percentage Share of Negligence:** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. **Mutual Waiver:** To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

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

6.12 Miscellaneous Provisions

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

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

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

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

communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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

allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

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

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

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

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form). “CURRENTLY NOT USED”
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form). “CURRENTLY NOT USED”
- F. ~~Exhibit F, Electronic Documents Protocol (EDP).~~
- G. Exhibit G, Insurance.

- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

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

8.03 Designated Representatives

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

8.04 Engineer's Certifications

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

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is March 03, 2025.

Owner:

City of Dyersville

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Engineer:

Origin Design Co.

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Lauren Ray, PE, SE
(typed or printed)

Title: Vice President/Secretary
(typed or printed)

Address for giving notices:

Address for giving notices:

137 Main St., Ste. 100
Dubuque, IA 52001

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Designated Representative:

Name: Chris Becklin
(typed or printed)

Title: Civil Engineer
(typed or printed)

Address: _____
137 Main St., Ste. 100
Dubuque, IA 52001

Phone: _____

Email: _____

Phone: 563-556-2464

Email: Chris.becklin@origindesign.com

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

EXHIBIT A—ENGINEER'S SERVICES

EXHIBIT A - APPENDIX 1: SURVEY AND STAKING SERVICES

EXHIBIT B—DELIVERABLES SCHEDULE

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT "CURRENTLY NOT USED"

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK "CURRENTLY NOT USED"

EXHIBIT G—INSURANCE

EXHIBIT H—DISPUTE RESOLUTION

EXHIBIT I—LIMITATIONS OF LIABILITY

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES: INTRODUCTION

COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

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

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

EXHIBIT A—ENGINEER’S SERVICES

Exhibit A Table of Contents

Article 1— BASIC SERVICES 1

 1.01 Management of Engineering Services 1

 1.02 Study and Report Phase – Not Used 2

 1.03 Preliminary Design Phase..... 2

 1.04 Final Design Phase..... 6

 1.05 Bidding/Proposal Phase 10

 1.06 Construction Phase 11

 1.07 Post-Construction Phase (Not Used). 19

Article 2— ADDITIONAL SERVICES 19

 2.01 Additional Services Not Requiring Owner’s Written Authorization 19

 2.02 Additional Services Requiring Owner’s Written Authorization 21

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Coordinate services within Engineer’s internal team, and with Subconsultants and Engineer’s Subcontractors.
 - 2. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer’s services or resulting construction.
 - 3. Special Invoicing: In addition to, or as a substitute for, Engineer’s standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: Not Applicable.
 - 4. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer’s services;

- b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase – Not Used

1.03 Preliminary Design Phase

- A. Upon written authorization from Owner, Engineer shall:
 - 1. Attend up to three (3) meetings or conferences with the Owner at the Engineer's office, or the office of the Owner.
 - a. The first meeting will consist of an Owner Kick-Off Meeting to review the design scope to collect any site data and drawings for use in the design development, and coordinate subsurface explorations.
 - b. The second meeting will consist of a Secondary Owner Kick-Off Meeting to review the modified scope per the City's funding sources to collect any site data and drawings for use in the design development.
 - c. The third meeting will consist of a 60 Percent (60%) Design Owner Review Meeting at the end of preliminary design, approximately 60 Percent (60%) completion stage. Design will be submitted to the Iowa DNR at this stage as a part of the construction permitting process.
 - 2. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 - 3. Conduct a site visit to obtain the following:
 - a. Review the proposal scope and collect any site data and drawings for use in the Preliminary Design Document development.
 - b. Measure applicable site and vault dimensions and elevations for design purposes.
 - c. Review existing power supply and locations.
 - 4. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data.
 - 5. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

6. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
7. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner and obtained as a part of the Utility Locate process in the Survey and Staking Services. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to identify needs for further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site.
8. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.7 and 8 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
 - b. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.7 and 8, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.
9. Surveys, Topographic Mapping, and Utility Documentation
 - a. Provide field surveys and topographic and utility mapping for Engineer's design purposes. Engineer shall provide design survey and staking services as set forth in Appendix 1 to this Exhibit A.
10. Coordinate Geotechnical Investigations
 - a. A Geotechnical Report will be prepared by the Geotechnical Engineering Firm for use in the Engineer's design phase service and in preparation of the Construction

Contract Documents. Geotechnical Engineering Firm will conduct recommended subsurface explorations, test borings, soil testing, and depth to bedrock field testing.

- b. Engineer shall prepare and distribute RFP, obtain quotes, and present recommendations to the Owner for procuring services for subsurface explorations, testing borings, soil testing and depth to rock borings at the project site as may be required. Contract for subsurface explorations, test borings, soil testing, and depth to bedrock will be direct between Owner and geotechnical engineering firm.
 - c. The Engineer will provide staking for the selected Geotechnical Consultant to perform their soil boring analysis.
11. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
12. Make design calculations, determinations, and judgments for the preliminary design and layout of the improvements, which include the following utilities, facilities, structures, and equipment:
- a. Lift Station, including: concrete structures for wet well, valve vault, and flow meter; submersible pumps and accessories; pipe, fittings, and valves for pumped wastewater; instruments and sensors required for control and monitoring; and a control panel for operation of the equipment; controls building (approximately 10'x10') in size to house controls and electrical equipment for the lift station.
 - b. Sanitary Sewer, including manholes and sewer piping for redirecting flow from the existing lift station to the replacement lift station and from redirecting flow from 2nd Street to the replacement lift station.
 - c. Force Main, including pipe and fittings for directing pumped flow from the lift station an existing manhole located south of the bridge on 2nd Street over the North Fork of the Maquoketa River.
 - d. Lift Station Site Improvements, including roadway access, paving, gate, fencing (if applicable), and site lighting associated with the lift station.
 - e. Electrical Improvements for powering the lift station equipment, including: supply of secondary power from the electric utility to the lift station site; a service

entrance and metering equipment; an automatic transfer switch; and an emergency generator.

- f. Water Main, including water main and appurtenances for the proposed extension.
 - g. Demolition and Abandonment of the existing lift station and sewer utilities.
13. Furnish one (1) electronic (*.pdf format) review copy of the Preliminary Design Phase documents and any other Preliminary Design Phase deliverables to Owner seven (7) days prior to the 60 Percent (60%) Design Owner Design Review Meeting and review them with Owner at the 60 Percent (60%) Design Owner Design Review Meeting. Within four (4) days of 60 Percent (60%) Owner Design Review Meeting, Owner shall submit to Engineer any comments regarding the furnished items.
 14. Revise the Preliminary Design Phase documents and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner one (1) electronic (*.pdf format) copies of the revised Preliminary Design Phase documents and any other deliverables within seven (7) days after receipt of Owner's comments.
 15. Regulatory Agency Coordination
 - a. Prepare with Owner necessary forms for Owner to submit to Iowa DNR for assignment of Project Manager to act as Iowa DNR representative to review and approve construction permit, including Self-Assessment Matrix and Work Record Request.
 - b. Attend Project Initiation Meeting (PIM) with Owner. Phone conference call is assumed.
 - c. Prepare and submit draft Design Schedules for wastewater permitting process, including Schedules A and E.
 - d. Furnish to Iowa DNR one (1) electronic copy of the revised Preliminary Design Memo and 60 Percent (60%) Preliminary Plan and Specification Submittal and Review Checklist for Major Wastewater Pumping Stations as required by the Wastewater Engineering Construction Permitting Process.
 - 1) Engineer will respond to comments from the Iowa DNR based on their review of the 60 Percent (60%) Design deliverables submitted to them. Engineer's review time is limited to two (2) hours, and Engineer shall notify Owner when approved time is exhausted. Owner shall provide written approval for time in excess of this allowance which shall be compensated as Additional Services as defined under Part A2.01
 16. Funding Agency Coordination
 - a. The Owner intends to partially fund the Project through an Iowa State Revolving Fund (SRF) loan. The Engineer shall assist the Owner in preparing two Facility Plan Amendments and the Intended Use Plan (IUP) Application and Environmental Review (ER) Checklist previously submitted for this project.

- b. The Owner shall be responsible for gathering application information directly related to financial advisor professional services and submitting application to Iowa SRF.

17. Grant Application Submittal and Coordination:

- a. The Owner intends to partially fund the Project through Congressionally Directed Spending (CDS), which allows Members of Congress to request that federal funds be set aside for specific projects in their states. The Engineer shall assist the Owner in preparing documents, coordinating information, and participating in meeting and other communications to support the Owner's application.
- b. Engineer's time for these activities is limited to ten (10) hours, and Engineer shall notify Owner when approved time is exhausted. Owner shall provide written approval for time in excess of this allowance which shall be compensated as Additional Services as defined under Part A2.01.

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

- 1) None.

19. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Documents (as revised) , and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Documents Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project.
 - 1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 - 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 - 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime

construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

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

furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

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

- 2) Contract Drawings.
 - 3) Opinion of Probable Construction Cost.
- b. Furnish one (1) electronic (*.pdf format) review copy of the 90 Percent (90%) Final Design Phase documents and any other Final Design Phase deliverables to Owner seven (7) days prior to the 90 Percent (90%) Design Owner Design Review Meeting, and review them with Owner at the 90 Percent (90%) Design Owner Design Review Meeting. Within four (4) days of 90 Percent (90%) Owner Design Review Meeting, Owner shall submit to Engineer any comments regarding the furnished items.
 - c. Furnish to Owner an Opinion of Probable Construction Cost based on the 90 Percent (90%) Final Design Documents. Opinion will not be updated at the 100 Percent (100%) Final Design Document stage unless mutually-agreed to by Owner and Engineer based on requested modifications to the documents, and may be compensated as Additional Services as defined under Part A2.01.
 - d. Revise the 90 Percent (90%) Final Design Phase documents and any other Final Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the revised 100 Percent (100%) Final Design Phase documents and any other deliverables within seven (7) days after receipt of Owner's comments. Furnish to Owner four (4) bound (Contract Drawings will include one (1) full size at 22"x34" paper size and three (3) half-size at 11"x17" paper size) and One (1) electronic (*.pdf format) copies of the revised 100 Percent (100%) Final Design Phase documents.
11. Regulatory Agency Coordination
- a. Assist with or prepare applications for permits and approvals, as follows:
 - 1) Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
 - a) Iowa DNR Wastewater Construction Permit Application and Design Schedules A, and D.
 - b) Iowa DNR Waster Supply Construction Permit Application and Design Schedules 1C and 2A.
 - c) Iowa DNR General Permit No. 2.
 - d) Iowa DNR and USACE Floodplain Permit Joint Application.
 - 2) Furnish to authorities having jurisdiction, one (1) electronic copy of the 100 Percent (100%) Final Design Phase documents (as applicable) with applications.
 - 3) Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction. Engineer will respond to comments from the Iowa DNR based on their review of the Final Design deliverables submitted to them. Engineer's review time is limited to four (4) hours, and Engineer shall notify Owner when approved time is exhausted. Owner shall provide written

approval for time in excess of this allowance which shall be compensated as Additional Services as defined under Part A2.01.

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

12. Perform or provide the following other Final Design Phase activities or deliverables:

a. None.

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

1.05 Bidding/Proposal Phase

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

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

will invoice the Owner for the costs associated with electronic download or printing, biding, packaging, and postage/shipping if mailed/shipped, of all plans and specifications.

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

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the

Exhibit A – Appendix 1: Survey and Staking Services

This document is not a part of the Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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Page 11 of 28

scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any

related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

- c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
 5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
 6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 7. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
10. Construction Surveying and Staking: Provide staking for grading, paving, and municipal utilities (Storm Sewer, Sanitary Sewer & Water Main) on a one-time basis. Stakes will be placed as specified, 4 trips are planned to complete the construction staking for the project. Engineer shall provide construction survey and staking services as set forth in Appendix 1 to this Exhibit A.
11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at approximately monthly intervals during periods of active construction, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or

schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. **Defective Work:** If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
13. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
14. **Clarifications and Interpretations:** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required, a maximum of four (4) change orders are anticipated.
18. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
22. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation a maximum of 7 (seven) pay applications is planned:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment,

has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. Review Contractor provided certified pay roll for compliance with the required Davis-Bacon wages. This service will be provided by East Central Intergovernmental Association (ECIA) under this Contract.
27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- 1.07 Post-Construction Phase (Not Used).

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner’s Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

- d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. If the City opts to construct an access road from 2nd Street to the west to the proposed lift station location, a hydraulic analysis will be required by the Iowa DNR to verify a no rise condition due to the location of the existing Flood Plain. Compensation for this additional service is \$10,000.
 2. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 3. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 4. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 5. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 6. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 7. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
 8. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 9. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
 10. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;

- c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
11. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
 12. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 13. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 14. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
 15. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 16. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
 17. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services above the scope defined in Paragraph A1.06.
 18. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
 19. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement,

either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.

20. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
21. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
22. Preparing Record Drawings, and furnishing such Record Drawings to Owner above the scope defined in Paragraph A1.06.
23. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources above the scope defined in Paragraph A1.06.
24. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed above the scope defined in Paragraph A1.06.
25. Preparation of operation, maintenance, and staffing manuals.
26. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
27. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
28. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
29. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
30. Overtime work requiring higher than regular rates.
31. Any type of property surveys or related engineering services needed for the transfer of interests in real property (other than as required under Exhibit A Paragraph 1.03.A or

- 1.06.B); providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
32. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 33. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 34. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT A - APPENDIX 1: SURVEY AND STAKING SERVICES

A. Design Phase Surveying Services:

1. Topographic Survey:

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

2. Design Staking:

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

3. Construction Easements:

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

4. Permanent Easements:

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

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

B. Construction Phase Surveying Services:

1. The Engineer will provide staking for grading and municipal utilities (Storm Sewer, Sanitary Sewer & Water Main) on a one-time basis. Stakes will be placed for paving at a reasonable offset and interval to indicate pavement location and elevation of the edge of pavement or top of curb. The Owner shall require that the contractor assign a single point of contact to request staking, in writing, and generally define a construction plan that communicates the anticipated steps of construction to plan and prepare staking.
2. The Owner shall include in the construction contract the following requirements.
 - a. The Contractor shall be responsible for preserving stakes. Any re-staking or additional staking not explicitly described shall be done by the Engineer at the Contractor's expense through reimbursement to the Owner of Engineer's Additional Services. Engineer will not mobilize for less than four (4) hours of staking. The Contractor must provide forty-eight (48)-hour notice for scheduling of staking crew. The maximum number of consecutive days that the survey crew will be on-site is two (2) days unless surveyor's schedule allows for more. The Contractor will be responsible for the cost associated with additional mobilizations and staking. Survey site control is listed in the plans, if additional site control is required for contractor GPS site calibration it shall be at the contractor's expense.
3. Offset stakes for utilities will be provided as follows:
 - a. Grading:
 - 1) Conventional Grading:
 - a) Set slope stakes left and right (nails or wood hubs) at one hundred (100) foot intervals, or less if needed, for embankment or roadway excavation. Mark slope stakes with wooden lath depicting station, offset, and elevation reference (cut or fill) to pertinent breaks in the slope.
 - b) In lieu of slope stakes, set a one hundred (100) foot grid, set lath at appropriate offsets over the project limits, high and low points, and points of inflection, with cut or fill marked for finished grade elevation. Finished grade refers to the finished surface of construction (top of paving for paved areas, top of finished grade for unpaved areas).

- c) For paved areas, in addition to the one hundred (100) foot grid, set lath at appropriate offsets around the perimeter at fifty (50) foot intervals, high and low points, and points of inflection. Mark lath with cut or fill to finished grade (top of paving).
- 2) GPS Machine-Controlled Grading:
- a) Establish GPS control points consisting of a minimum of five (5) semi-permanent points located around the perimeter of the site. Points may be established horizontally using GPS, but transfer elevations of said points from an original benchmark located in the construction documents using a total station or level.
 - b) Provide grade check stakes at an approximate spacing of three hundred (300) feet on roadways.
 - c) Provide approximately twenty (20) grade control check stakes for building pad and parking areas.
 - d) Provide one (1) grade control stake per acre for un-paved areas.
- b. Sanitary and Storm Sewers:
- 1) Place stakes for all manholes, intakes, cleanouts, and other structures associated with new sewer.
 - 2) Provide stake for each structure offset at ten (10) to fifteen (15) feet. Offset may be increased for deep sewers.
 - 3) For back of curb intakes, set two (2) offset stakes along the curb alignment to properly align the new grate. Stakes may also be offset perpendicular to the curb alignment as required to avoid conflicts with the proposed storm sewer.
 - 4) Place stakes for all bends in the pipe alignment. Provide one (1) offset stake, for location and flow line.
- c. Water Main and Force Main:
- 1) Place stakes for proposed water main at Contractor-specified offset, at 100-foot intervals or longer. Label stakes as centerline of main with cut-fill and offset reference to the top of proposed pipe to ensure sufficient depth is achieved.
 - 2) Place stakes for hydrants, bends, and tees, with Contractor-specified offsets. Label stakes with offset distance and cut/fill reference to proposed finished grade adjacent to the hydrant, and to top of pipe at proposed fitting.
- d. Paving:

- 1) Set paving hubs at appropriate offsets around perimeter of paved areas. Place hubs at grade breaks (high and low points), points of horizontal deflection (bends), and twenty-five (25) foot intervals in between. Label stakes with offset distance and elevation reference to the top of paving.
 - 2) For paving areas wider than sixty (60) feet, set paving hubs at appropriate offsets on twenty-five (25) to fifty (50) foot intervals along intervals along interior bays or drive lanes. Label stakes with offset distance, as necessary, and elevation reference to the top of paving.
 - 3) Place stakes for curb drop locations for sidewalk ramps. Set hubs on both sides of the drop curb at the top of the drop to ensure the appropriate width of curb opening is achieved. Label stakes with offset distance and elevation reference to top of paving.
 - 4) Place stakes for curb drop locations for driveways. Set hubs on both sides of the drop curb at the top of full height curb to ensure the appropriate width of curb opening is achieved. Label stakes with offset distance and elevation reference to top of paving.
 - 5) Place stakes for sidewalks and trails on one side only at Contractor specified offsets. Place stakes at fifty (50) foot intervals in straight and level sections and twenty-five (25) foot intervals for horizontal or vertical curves. Label stakes with offset distance and elevation reference to the top of paving.
- e. Project Limits:
- 1) Staking of either construction limits, OR grading limits, will be provided at the contractors request. Staking of second set of limits will be provided at the Contractor's expense. Contractor shall rely on limits staked to determine both erosion control limits and/or location of erosion control limits.
 - a) Construction limits will consist of staking the widest outside construction limit line, ie. right of way or permanent easement or temporary easement so as to define the allowable working area available to the contractor. Staking for construction limits will be provided such that line of sight can be established. Stakes will also be provided at locations where the construction limit changes direction.
 - b) Grading limits will consist of staking the planned extents of grading, (ie. Top of slope for cut areas or bottom of slope for fill areas). Staking for grading limits will be provided at intervals of one hundred (100) feet, or longer. Stakes will also be provided at locations where the grading limit changes direction.

EXHIBIT B—DELIVERABLES SCHEDULE

- 1.1 Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following engineering documents deliverable timeline. Engineer shall furnish Documents to Owner generally according to the schedule in order to allow for subsequent review, comment, or other identified actions with respect to the Documents to progress the project in a timely fashion. Dates are based upon receipt of notice to proceed from City by February 17, 2026 and are provided as a general guideline subject to change and adjustment based on needs developed and agreed upon during the course of services. Preliminary Design Phase
- A. Preliminary Design Phase Documents Package - by 05/30/2026
- 1.2 Final Design Phase
- A. 90% Final Design Documents Package - by 08/28/2026
- B. 100% Final Design Documents Package - by 09/25/2026
- 1.3 Construction Phase
- A. Construction Phase to commence in November 2026 and be Completed by July 2027.

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide part-time representation at an assumed rate of 24 hours per week for 24 weeks of construction.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
12. Reports
- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

EXHIBIT G—INSURANCE**ARTICLE 1—INSURANCE**

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

1.01 Insurance Policies and Limits

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

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

Exhibit G—Insurance.

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Page 1 of 3

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

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

1.02 Additional Insureds

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

Name of Additional Insured	Address
Origin Design Co	137 Main St Suite 100 Dubuque, Iowa 52001

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

Exhibit G—Insurance.

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EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

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

1.01 Arbitration

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

Exhibit H—Dispute Resolution.

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by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

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

1.01 Mutual Indemnification

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

1.02 Limitation of Engineer's Liability

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

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

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

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

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any, and Section 1.06.B.10 Construction Staking) as follows:

1. A Lump Sum amount of \$217,200.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$N/A
b. Preliminary Design Phase	<u>\$95,300.00</u>
c. Final Design Phase	<u>\$63,700.00</u>
d. Bidding and Negotiating Phase	<u>\$12,300.00</u>
e. Construction Phase	<u>\$45,900.00</u>
f. Post-Construction Phase	<u>\$N/A</u>

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

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

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

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

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 18 months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES**

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A Section 1.06.B.10 Construction Staking (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is estimated to be \$6,700 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$N/A
b. Preliminary Design Phase	\$N/A
c. Final Design Phase	\$N/A
d. Bidding/Proposal Phase	\$N/A
e. Construction Surveying and Staking	\$6,700.00
f. Post-Construction Phase	\$N/A
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.1.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of 1.1
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.
- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES****ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Resident Project Representative Services as follows:
1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 2, Standard Hourly Rates Schedule.
 2. The total compensation under this paragraph is estimated to be \$83,500.00 based upon part-time RPR services on an five-hour workday, Monday through Friday, over a 115 day construction schedule.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1, Reimbursable Expense Schedule, to this Exhibit J when applicable.
 2. Such Reimbursable Expenses include, to the extent RPR-related, the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.1.
- C. Other Provisions Concerning Payment
1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts

billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.1.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses.
5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
 2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
- C. Other Provisions Concerning Payment for Additional Services
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.1.
 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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

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

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

Specs/Reports (up to 25 Pages)	\$5.00 each
Specs/Reports (Over 25 Pages)	\$10.00 each
Copies (Black/White)	\$0.05 per page
Copies (Color)	\$0.10 per page
Plots (Up to 15 sheets)	\$10.00 each
Plots (Over 15 sheets)	\$20.00 each
Flash Drive	\$10.00 each
Binder	\$5.00 each
Comb Binding	\$1.00 each
Cover Stock	\$0.20 per page
GPS Equipment	\$15.00 per hour
Robotic Survey Equipment	\$15.00 per hour
Air/Slump/Beams	\$100.00 Each
Air/Slump/Cylinders	\$75.00 Each
Air/Slump	\$50.00 Each
Mailing/UPS	At Cost
Mileage - Reimbursement	IRS Rate (\$0.72 per mile)
Mileage - Survey Vehicle	\$0.75 per mile
Travel Expenses, Lodging & Meals	At Cost
Traffic Counting Equipment	At Cost
Trimble Scanner	\$30.00 per hour
Boat Rental (Small with trolling motor)	\$125.00 per day
Boat Rental (Large motorized boat)	\$200.00 per day
Gator	\$120.00 per day
Architectural Scanner	\$50.00 per hour

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

Appendix 1: Reimbursable Expenses Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**APPENDIX 2: STANDARD HOURLY RATES SCHEDULE**

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

FS Tech	\$100.00 — \$149.00
Construction Specialist	\$201.00 — \$226.00
Survey Tech	\$102.00 — \$145.00
Survey Specialist	\$179.00 — \$199.00
Professional Land Surveyor	\$193.00 — \$263.00
Design Tech	\$111.00 — \$167.00
Technical Specialist	\$162.00 — \$181.00
Engineering Designer	\$155.00 — \$255.00
Professional Engineer	\$207.00 — \$317.00
Designer	\$143.00 — \$163.00
Licensed Architect	\$183.00 — \$297.00
Administrative Assistant	\$96.00 — \$107.00
Project Support Specialist	\$116.00 — \$146.00
BIM Specialist	\$173.00 — \$193.00

February 27, 2026

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

RE: Sewer Backup Claim: Quincy Wilgenbusch and Savannah Salow
Task 62471

Dear Honorable Mayor Jacque and Council Members:

I am writing to inform you about a property damage claim submitted to the city and to provide important information on how these claims are handled. The property owners, Quincy Wilgenbusch and Savannah Salow, experienced a sewer backup at their home on December 13, 2025, which caused damage to their property. They filed a claim with our insurance company, EMC Insurance Companies, seeking compensation for the damage. EMC Insurance completed its investigation and denied the claim on January 28, 2026, finding that the city was not legally liable for the incident. The property owners have now submitted a letter to the city expressing their disagreement with this decision and requesting that the matter be placed on a future city council agenda so the council can consider paying the claim directly.

I want to provide you with a thorough explanation of this situation, including the facts of what happened, the standards that apply to these types of claims, the city's established practices for handling liability claims, and the potential consequences of changing those practices. My goal is to provide you with the information you need to make an informed decision on how the city should respond to this request.

On December 13, 2025, the property owners experienced a sewer backup in their home. Our public works staff responded to the emergency call and investigated the issue. They opened manholes to locate the blockage and called a vendor to pump out the wastewater. Our staff then jetted the sewer line to clear the blockage. Following the incident, we filed the required reports with the Iowa Department of Natural Resources, including the 24-hour initial report and the five-day follow-up report. Our public works department also conducted further investigation to determine the cause of the backup and documented their maintenance activities in our Asset Management System under Task 62471.

The property owners submitted a claim to EMC Insurance and sent a detailed letter to the city outlining their perspective on the incident. In their letter, they raised several concerns, including their belief that recent repairs to one of our lift stations may have contributed to the problem, that cold weather may have caused freezing in the sewer lines, and that our response time could have been faster. They also expressed frustration with what they perceived as inadequate communication from city staff during the emergency.

EMC Insurance conducted a thorough investigation of the claim, including reviewing our maintenance records, examining the circumstances of the incident, and analyzing whether the city was legally liable for the damages. On January 28, 2026, EMC issued its denial letter, stating that it found no liability on the city's part. The investigation determined that the city performs regular and appropriate maintenance on the sewer system and that the lift station repairs the property owners mentioned were unrelated to this incident, as that particular lift station serves an entirely different part of the city and is not directly connected to the sewer line serving their property. Based on these findings, EMC concluded that the city was not negligent and that there was no legal basis for paying the claim.

Iowa law provides a framework for these situations, which is important for understanding why EMC reached this conclusion and why I concur with their determination. In Iowa, municipalities can be held liable for damages caused by negligence. People can sue the local government if they are injured or if their property is damaged due to the city's negligence. However, the law also recognizes that the local government should not be held responsible for every bad thing that happens, and it provides several protections and limitations on when a city can be sued.

Under Iowa law, municipalities must exercise ordinary and reasonable care to keep sewers free of obstructions and functioning properly. This means cities must maintain their sewer systems responsibly and fix problems as they arise. However, the law does not require cities to build perfect sewer systems that can handle every possible situation. For example, a city is not required to build a sewer system so large that it can carry away all the water from even the heaviest rainstorms. The law recognizes that sewer systems have limitations and that backups or overflows can still occur even when a city has done everything reasonably expected of it.

To hold a city legally liable for a sewer backup, the property owner must prove the city was negligent. This means they must show that the city failed to exercise ordinary and reasonable care, that this failure directly caused the backup, and that the city either knew about the problem or should have known about it but failed to fix it. If a city has a regular maintenance program, responds appropriately to problems when they occur, and follows generally accepted practices for managing sewer systems, the city is usually not considered negligent even if a backup occurs.

In this case, our maintenance records show that the city regularly maintains the sewer system. We have documented cleaning and inspection activities, and when this incident occurred, our staff responded to investigate and address the problem. The investigation by EMC Insurance found that we met the standard of ordinary and reasonable care. Additionally, the property owners' specific concern about the lift station was investigated and found to be unrelated to their sewer line. Our public works staff determined that the sewer line in question includes an inverted siphon, constructed in 1964 under the engineering standards of the time. The blockage occurred

in a section of pipe that is difficult to inspect with standard camera equipment because of the angle and size of the pipe. While this was an unfortunate situation for the property owners, the evidence shows that the city took reasonable measures to maintain the sewer system and that there was no negligence on our part.

The city has an established practice for handling these types of claims, as they are an important part of our risk management approach. For many years, the City of Dyersville has followed a consistent process when someone files a liability claim against the city. We immediately forward the claim to our insurance company, EMC Insurance, for professional investigation and determination. EMC employs trained claims adjusters who are experienced in evaluating liability and have no personal interest in the outcome other than making a fair and accurate determination based on the facts and the law. They investigate the circumstances, review our records, interview relevant parties, and determine whether the city is legally liable. The city then follows the insurance company's determination. If EMC determines the city is liable and agrees to pay a claim, the claim is paid. If EMC determines the city is not liable and denies a claim, the city does not pay the claim.

This practice serves several important purposes. First, it ensures that claims are evaluated fairly and consistently by professionals with expertise in liability law and claims investigation. Second, it protects the city from making emotional decisions or being influenced by factors other than legal liability. Third, it treats all residents equally because the same process and standards apply to everyone who files a claim. Fourth, it protects taxpayer funds by ensuring that the city pays claims only when there is actual legal liability, not merely because someone experiences an unfortunate loss.

This practice is common among Iowa municipalities, and it is the standard approach used by most cities in Iowa because it is legally sound, fiscally responsible, and provides consistent treatment for all claimants.

There is one notable exception. The City of Davenport has taken a different approach by establishing a no-fault sewer backup reimbursement program. Under this program, Davenport will reimburse residential property owners up to \$9,000 per year per building for sewer backup damage. Davenport charges a mandatory user fee for this service for all residential sewer users. However, this is not a simple matter of paying claims whenever someone asks. Davenport created a formal, structured policy with very specific rules and requirements. Property owners must first file a claim with their own homeowner's insurance. The city's reimbursement is secondary to any insurance coverage the property owner has. Property owners must install a backflow prevention device at their own expense and sign a full release of all claims against the city. Reimbursement for personal property is limited and subject to an annual cap. The program was formally adopted by the city council, is included in the city's budget, and applies equally to everyone under the written rules.

I mention the Davenport program to illustrate that if a city council wants to assist residents who experience sewer backups, there is a way to do so, but it must be done through a formal policy with clear rules that apply to everyone, not by making individual exceptions to the normal claims

process. The Davenport program is very different from simply paying a single claim that the insurance company has denied. Just paying an individual denied claim creates serious problems.

If the city council were to pay the Wilgenbusch claim despite EMC Insurance's proper denial based on a finding of no liability, it would set a very dangerous precedent for the city. The word precedent means a previous action or decision that serves as an example or guide for future situations. Once the city pays a claim that the insurance company denied, every future property owner whose claim is denied will point to this payment and argue that the city should pay their claim, too. They will say it is unfair for the city to pay one person's denied claim but not theirs. This creates an equal protection problem: the city treats similarly situated people differently without a good reason. The city would face pressure to pay more denied claims, and if the city refuses to pay some but not others, those property owners could sue the city, claiming they are being treated unfairly compared to the Wilgenbusch claim.

Paying a denied claim also undermines the purpose of liability insurance. The entire point of purchasing insurance is to transfer the risk of liability to a professional insurance company that will investigate claims and make objective determinations about whether the city is liable. If the city council overrides those professional determinations and pays claims anyway, the insurance becomes almost meaningless. The insurance company will have denied the claim, meaning they are not paying anything, so the city would pay 100% of the cost out of our general fund. This is taxpayer money that could be used for streets, parks, public safety, and other city services. Instead, it would be used to pay for damage that our insurance company has determined we are not legally responsible for causing.

There is also a practical fiscal concern. Our insurance coverage protects the city's financial resources by capping our liability. When we pay claims outside the scope of the insurance determination, we risk unlimited potential liability. If we pay the Wilgenbusch claim, how can we refuse the next denied claim, or the one after that? Over time, the city could end up paying tens of thousands or even hundreds of thousands of dollars for claims where no legal liability exists. This is not sustainable and is not a responsible use of public funds.

I want to be very clear that I understand this is a difficult situation for Mr. Wilgenbusch and Ms. Salow. They reported property damage, and I am sure it was stressful and expensive to address. Nobody wants to see residents suffer losses, and I genuinely sympathize with their situation. However, sympathy and legal liability are different. The city has a responsibility to all taxpayers to manage public funds carefully and pay claims only when we are legally obligated to do so. If we start paying claims based on sympathy or hardship rather than liability, we are essentially asking all taxpayers to cover the costs of incidents the city did not cause and is not responsible for. That is not fair to the broader community, and it is not good government practice.

It is also important to understand that homeowners can protect themselves against these incidents by purchasing sewer backup coverage as an add-on to their homeowner's insurance policy. Most standard homeowner's insurance policies do not cover sewer backups, but insurance companies offer optional endorsements or riders that provide this coverage. Property owners concerned about the risk of sewer backups can purchase this additional coverage at a relatively modest cost. This way, if a backup occurs, their own insurance will cover the damage, regardless of who was

at fault. The city cannot and should not be expected to serve as the insurer for every property owner in Dyersville.

I also want to point out that just because EMC Insurance has denied this claim does not mean the property owners are without options. If Mr. Wilgenbusch and Ms. Salow genuinely believe the city was negligent and legally liable for their damages, they have the right to file a lawsuit against the city. The court would independently evaluate all the evidence and determine whether the city was negligent and whether we are legally liable. This is the proper forum for resolving disputed claims. The city council should not be put in the position of acting as both the defendant and the judge in a liability dispute. That is not the council's role, and it creates an inappropriate situation in which the council is essentially deciding whether the city should be held liable using standards different from those required by law.

For reasons as stated above, I offer my recommendations. First, I concur with EMC Insurance's determination. I have reviewed their denial letter, examined our maintenance records and the facts of the incident, and agree that the city was not negligent and is not legally liable for the damages. The city performed regular maintenance on the sewer system, responded appropriately to the emergency, and exercised ordinary and reasonable care in managing our infrastructure. The property owners' concerns about the lift station were investigated and found to be unrelated to their sewer line. I believe EMC reached the correct conclusion, and I recommend that the city council support this determination.

Second, if the city council is considering paying this claim despite the lack of legal liability, I strongly recommend that we first obtain a formal legal opinion from our legal counsel. This is a significant decision with potentially far-reaching legal and financial consequences, and the council should benefit from independent legal advice before taking action. Our attorney can provide guidance on the legal implications of paying a denied claim, the precedent it may set, the equal protection concerns it may raise, and any other legal risks associated with this decision. I believe it would be imprudent to make a decision of this magnitude without first consulting legal counsel.

Third, if the city council is interested in exploring a policy like the City of Davenport's no-fault sewer backup reimbursement program, I would support that conversation as a potential option for the future. However, I want to emphasize that this would need to be developed as a formal, structured policy with clear eligibility criteria, specific limitations and requirements, a proper funding mechanism, and equal application to all residents. It would need to be carefully drafted with input from our attorney, formally adopted by the council, and included in the city's budget. It would also need to apply prospectively, meaning it would cover only incidents that occur after adoption, not past incidents like the Wilgenbusch claim. Developing such a policy would take time and careful consideration, but if the council believes this type of program would benefit the community, I am willing to work with staff and legal counsel to explore the possibility. I want to be clear, though, that adopting such a policy in the future would not justify paying the Wilgenbusch claim now outside of that policy framework.

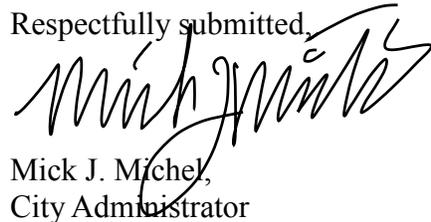
Fourth, I recommend that we send a formal written response to Mr. Wilgenbusch and Ms. Salow explaining the city's position. The letter should be respectful and professional, acknowledge the

difficulty of their situation, and explain the city's process for handling liability claims. It should state that the claim was properly filed with our insurance company, that EMC conducted a thorough investigation and determined the city is not liable, and that the city concurs with this determination. It should also explain that while we understand their frustration and disappointment, the city has a responsibility to all taxpayers to manage public funds carefully and maintain consistent practices in handling claims. Finally, the letter should inform them that if they disagree with this determination and believe the city is legally liable, they have the right to pursue legal action in the appropriate court.

I want to close by emphasizing the importance of consistency in how we handle these matters. The city has a well-established practice of deferring to our insurance company's professional judgment on liability claims. This practice protects the city and taxpayers and ensures fair and equal treatment for all residents. Deviating from this practice for one claimant, no matter how sympathetic their situation may be, would undermine the entire system and expose the city to significant legal and financial risks. The question before you is not whether the property owners suffered damage, because they clearly did. The question is whether the City of Dyersville is legally liable for that damage. Our insurance company says we are not, and I agree with that assessment. I urge you to support this determination and maintain our established practices.

I am available to discuss this matter further with you at any time and happy to answer any questions you may have. I appreciate your consideration of this matter.

Respectfully submitted,



Mick J. Michel,
City Administrator



Keeping insurance human

January 28, 2026

Quincy Wilgenbusch
Savannah Salow
822 1st St SW
Dyersville, IA 52040

RE: Our Claim Number: Y00034343
Date of Loss: 12/13/2025
Insured: City of Dyersville
Claimant: Quincy Loganbush

To Whom It May Concern:

We have carefully examined the circumstances surrounding your claim and feel we have sufficient information at this time to make a proper decision regarding your claim. Please understand that our obligation as an insurer is not to pay all claims, but to pay those for which our insured has been shown to be negligent, and therefore responsible.

Our investigation reveals that liability does not rest with our insured. Our insured performs the requisite regular maintenance on the sewer line in question. The lift station repairs that were alleged to have caused the backup were unrelated to this incident. The lift station services a different part of the City's sewer system. There is no negligence on the part of our insured. We respectfully deny payment of your claim.

If there is additional information you wish us to consider, or if you have questions regarding our decision, please do not hesitate to contact me. I can be reached at 612-643-4721 in our Claims Office. My regular office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m., Central Time.

Sincerely,

Zach Schroeder

Zach Schroeder
Casualty Claims Representative
EMC Insurance Companies
612-643-4721 | zach.v.schroeder@emcins.com

717 Mulberry Street, Des Moines, IA 50309 P.O. Box 712, Des Moines, IA 50306 Phone: 515-280-2511 800-447-2295 emcinsurance.com

Employers Mutual Casualty Company
Dakota Fire Insurance Company
Union Insurance Company of Providence

EMC Reinsurance Company
EMCASC0 Insurance Company
Illinois EMCASC0 Insurance Company

EMC Property & Casualty Company
EMC Risk Services, LLC
EMC National Life Company (affiliate)

To whom it may concern:

Quincy Wilgenbusch and Savannah Salow are writing to inform you of an incident that occurred on December 13, 2025, and wish for you, the Dyersville City Council, to help make the situation better. This incident occurred due to the city sewer line backing up into our house (822 1st St SW). We feel since this was caused by the city sewer line, we should not have to take full responsibility for the expenses this has caused.

- Earlier that week, on one of these dates 12/9-12/11- Quincy saw City of Dyersville employees working at the lift station at 1:30 am (No vac truck present on site) and per Mr. Michels at the 12/15 city council meeting, they had a down pump at the 3rd St lift station
 - Mr. Michels stated that the lift station is running with one pump. Is this still accurate? How do we know this won't happen again especially if these pumps were placed in the 90's? (Jan 5th city council meeting)
 - Was the line jetted after the pump was replaced or even fully inspected? Was this problem fixed that day or was it a temporary fix? The city is stating they do not know what caused the clog.

On December 13, 2025:

- 10 am- Savannah noticed toilets were bubbling (Quincy advised Savannah to not use water until he got home to inspect the situation; Assuming it could be our service sewer line due to tree roots, as this was an issue in the past years ago)
- 4 pm- Noticed sewage water around the floor drain and in the shower in the basement bathroom
- 5 pm- Sewage water is in the utility room, bathroom, hallway carpet, backroom carpet (Savannah was home alone as Quincy was out during this time). Savannah ran the shop vac and was carrying the bucket outside, dumping it, refilling, etc
- 5:45 pm- Savannah's parents, Quincy, and Savannah were running two shop vacs and a sump pump and could NOT keep up with the sewage water at this point. Our main water line was off. Sewage was still pouring in
- 6:15-We shut off our manual sewer valve. We called the City of Dyersville (There is no number to call in these emergency situations, no on-call number for Public Works, or even a voicemail) We called the police station in town and they sent an officer to our house).
 - Once the Police officer arrived to our house, Quincy asked if he could call Harter Septic so we could get a septic truck down here to pump the city sewer line to relieve pressure, and the police officer agreed. We called Harter Septic and he stated he couldn't come until he got a call from the city
 - We then told the Public Works on-call person (who the cop got ahold of) to call Harter Septic, but the Public Works employee said they had it handled and did not call at this time

- Quincy and Savannah ran to all of the neighbors informing them of the situation and told them to check their basements where 3 other people found sewage back up, and wouldn't have known about it had Quincy and Savannah not told them.
- 7:00- 2 shop vacs, sump pump running, at least 6-8" of standing sewage water in the bathroom that was running into other rooms (over ankle deep), the shower was full and pouring out from over the edge, utility room was wet, ¼ of the back room w/ carpet wet, hallway carpet wet, drywall in the bathroom wet, baseboards covered in sewage in the bathroom, backroom, hallway, and living area
 - Public Works employee, Quincy, and neighbor popped four manhole covers on the street. The manhole near Angie Pottebaum's house had sewage that was 8" from the top (the lid).
 - We asked if they could just put a pump/sump pump down in the manhole and run it down the street in an emergency situation like this; Public Works employee refused, sewage kept pouring into the neighbor's house
- 7:20- **Harter Septic called** the city and asked if his services were needed. The City finally agreed to call him in
- 8:15- Robb arrived on scene and pumped out 5200 gallons of sewage from the manhole
 - Unsure of exact time-City was using the jetter down at the SW lift station and couldn't get the pipe cleared. They tried for at least 45 minutes. Brock Harter was instructed to go over there and he asked to do it. The city said they had it covered, finally after some time the city allowed Brock to take over and he had it cleared in 12 minutes.
- 10:00 pm- A long term Public Works employee stated "The city is at fault here so contact your insurance..."

We also need to note that this sewage was not from the tenants of the house but from the neighborhood since this was the city's main line that was clogged and not our own line. We were standing and putting our hands, arms, feet, and legs in the neighborhood sewage.

We believe there was major neglect from the city on the timing of help. We asked the Public Works person to call in Harter Septic at 6:15 but Robb didn't get the approval to come help until 7:20 with a good 20-30 minute drive/get equipment ready to get here.

The City's liability insurance is denying us because we are not connected to the SW lift station. The liability insurance is making this decision based off of the information provided to them from the City of Dyersville. If we aren't connected to that lift station, which one are we connected to? That lift station is the only one on this side of town, and is a major lift station.

Per the previous city council meetings, Mr. Wandsnider has stated that cameras are not able to fit into the inverted siphon due to them being at a right angle and a smaller pipe. They were unable to scope that area after "clearing the clog." How are we 100% certain if we don't have eyes on it? (Jan 5th city council meeting)

Mr. Wandsnider also stated you service the town sewer lines $\frac{1}{3}$ at a time, when was the last time the SW side was done before this incident? He also stated he was unaware that where the clog occurred, the pipe was an inverted siphon, how was this not known until now? He also stated the inverted siphon normally has two pipes, but this one only has one. Is this up to standards, if not why hasn't it been changed? When was the last time this pipe was inspected? (Jan 5th city council meeting)

During the time of this incident, temperatures were extremely cold. Mr. Wandsnider stated at the 12/15 city council meeting that one of his employees had to go in and break up ice at the Sewer Plant. If you cannot determine what caused the clog, why should all of the responsibility be on the home owners of this incident when it wasn't even our line that caused the back up?

Per the goal setting agenda on 1/19, you discussed how "West side Lift station issues (panel, pumps, etc) were surprise expenses." Multiple surprise issues have been reported with this lift station, so has maintenance been properly serviced on that lift station?

That lift station sits out in the open enduring all of the elements, other towns use foam to wrap around the lift station to insulate it so they don't have issues with the panels, pumps, etc due to the weather/elements. Is this something you should/could look into?

We were also never contacted by anyone from the city, in any department, in any way during this whole experience. The lack of communication and support has been extremely disappointing.

Per Mr. Wandsnider's email in the 2/16 agenda he stated that there was an electrical issue that caused damage to the panel and to one of the two pumps. He also stated this lift station is one of the city's busiest stations next to the main lift. He stated that the replacements for this lift station were not even ordered yet, so this potentially could happen again. He also noted our incident but used the wrong date as it happened on December 13th, but the nonchalant tone of the incident is far from what occurred. We would like to know what is being done so this does not occur again? Why are these parts ordered yet? If this lift station is designed for three pumps why are we only running it with two? But now that one is down, why are we only running it with one?

I will include a snippet of the email Wandsnider included in the agenda:

On Dec 1st we got called out to West Side lift station for a high-level alarm. It was determined that there was some type of electrical issue that caused damage to the panel and to one of the pumps. With the lift station being constructed in 1994 and Pump 1 was replaced in 8-1-16 and the pump 2 that was damaged was replaced in 5-12-15. That is one of our busiest stations next to the main lift which takes on the whole system. With the power system that is at that station is unique, the option of getting a fast replacement option is not very common. We are looking into options for updates which would include new pumps and upgrading to three pumps which the lift station was designed for and SCADA. We are working with our pump company to get things going.

On Dec 12th we got called out to the southwest side of town for a sewer backup in a few homes. Other than that, we have been working on equipment maintenance and lining up replacement parts to continue the west plant clarifier rehab project.

We have incurred a lot of costs due to the city sewer line backing up and flooding our basement. All of the carpet had to be ripped up, thrown away, floors professionally cleaned, drywall in the bathroom cut out, trim popped off and professionally cleaned, new carpet installed, new drywall installed, materials, and labor.

We would like the Public Works maintenance records for the sewer lines sent to us as we would like to review this information for ourselves.

We believe the city should take accountability for their part and help us with this financial burden. We have been dealing with this since before Christmas. We would like our lives to get back to normal and believe we shouldn't have to foot this bill by ourselves since this was a city issue.

Any questions?

Thanks,

Quincy Wilgenbusch

Savannah Salow

February 27, 2026

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

RE: Olde Castle Road Sanitary Sewer Extension – Direction Requested

Dear Honorable Mayor Jacque and Council Members:

At your direction, the City Engineer/Public Works Director has reviewed options for extending City utility services to the Olde Castle Road area. This work included developing a utility extension plan, assessing whether the necessary easements could be obtained, and identifying reasonable funding strategies should the City choose to move forward.

Based on this review, City staff believes the project is feasible. The necessary easements can be obtained, allowing the City to proceed if the Council chooses. After evaluating the preliminary plans and cost information, the most practical path forward currently is to construct a sanitary sewer main extension from the existing City sewer system to Olde Castle Road rather than a combined water and sewer extension.

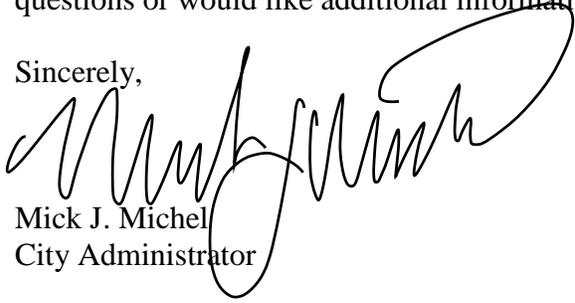
The estimated cost to construct the sewer main is approximately \$85,000 or less. The final cost will depend largely on the amount of rock excavation encountered during construction, as limestone bedrock is known to be present in this area. This estimate is intended for planning purposes and reflects a conservative approach.

If the Council elects to move forward with the project, I recommend funding the improvement of using sewer operating funds over two fiscal years. Specifically, I recommend allocating \$40,000 from the current fiscal year sewer budget and \$45,000 from the Fiscal Year 2027 sewer budget. If the project timeline shifts and costs are incurred earlier or later than anticipated, staff would use the budget amendment process to reallocate funds to the appropriate fiscal year.

City staff is seeking clear direction from the City Council. The Council may choose to authorize staff to move forward with the sewer extension project as outlined, pause work on the project until we move forward with the entire project, or stop the project until such time as a future City Council may wish to reconsider the matter.

Thank you for your consideration and guidance. Please let me know if you have any questions or would like additional information as you deliberate on this item.

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

To: Mick Michel, City Administrator
From: John F. Wandsnider, PE - City Engineer
Date: November 3, 2025
Subject: Olde Castle Water and Sewer Extension - Preliminary Design and Cost Estimate

Following are the preliminary plans for extending a 12-inch water main and an 8-inch sanitary sewer main to the south side of Olde Castle Road. This would allow for immediate water and sewer service to 31600 Old Castle Road. It is anticipated that this would also allow for service to another 7 properties in the vicinity to be served through further extensions of the utilities (see map below).

The preliminary cost estimate for this improvement would be \$160,000.



CITY OF DYERSVILLE SANITARY SEWER EXTENSION

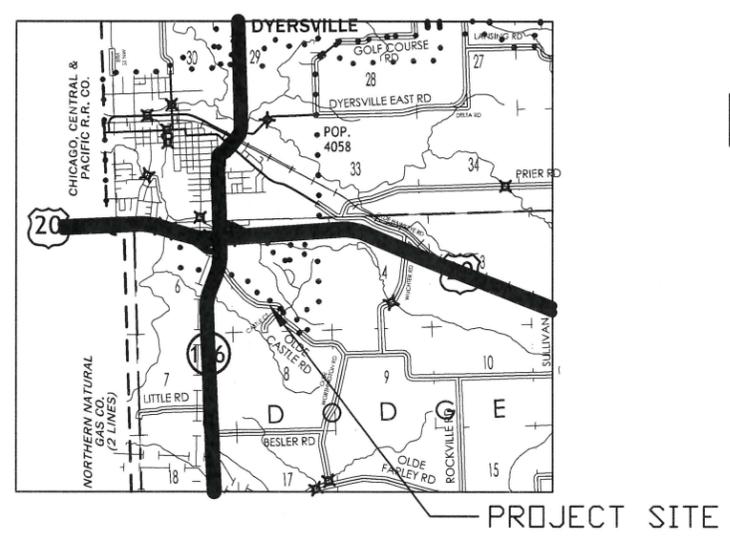
Project: OLDE CASTLE ROAD SANITARY SEWER EXTENSION 2025 LETTING DATE XXXXXX

OLDE CASTLE ROAD SANITARY SEWER EXTENSION 2025 DYERSVILLE, IOWA

UTILITY PROVIDER CONTACTS	
ALLIANT ENERGY TERRY DEMPEWOLF 563-543-5885 terrydempewolf@alliantenergy.com	
GAS (HEATING) BLACK HILLS ENERGY JAN KRUEGER JAN.KRUEGER@BLACKHILLSCORP.COM 1-888-890-5554	
COMMUNICATIONS COMELEC INTERNET SERVICE 563-557-8442 AND WINDSTREAM COMMUNICATIONS LOCATE DESK WWW.IOWATELECOM.NET 1-800-347-1991	
LUMEN TECHNOLOGIES 877-453-8353	
MAQUOKETA VALLEY ELECTRIC COOPERATIVE 800-927-6068 ELECTRIC 800-582-8998 FIBER 877-811-1568	
IA DEPT. OF TRANSPORTATION JOE KILBURG 563-582-3063 JOEKILBURG@IOWADOT.US	
IA COMMUNICATIONS NETWORK SHANNON MARLOW 515-725-4402 shannon.marlow@iowa.gov	
MEDIACOM WWW.MEDIACOMCC.COM 1-855-633-4226	
DISH NETWORK 1-800-896-4616	
GARBAGE, RECYCLING BINS BI-COUNTY DISPOSAL 563-875-9076	
WATER & WASTEWATER DYERSVILLE UTILITIES TERRY RECKER 563-875-7724 WWW.CITYOFDYERSVILL.COM	



VICINITY MAP



LOCATION MAP



PROJECT SITE

NOTES:
PRORIETOR;
CITY OF DYERSVILLE

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

PROPERTY ADDRESS:
XXXX

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

INDEX OF SHEETS		3 SHEETS
No.	Description	
C.01	TITLE SHEET	
C.02	ESTIMATE OF QUANTITIES, GENERAL NOTES	
C.03	PLAN AND PROFILE	

Public Works Department

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

Official Seal

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

PRELIMINARY
NOT FOR CONSTRUCTION

John F. Wandsnider P.E. #12868 Date _____
My license renewal date is December 31, 2025
Pages or sheets covered by this seal:
ALL SHEETS LISTED IN SHEET INDEX



Client Name
CITY OF DYERSVILLE

Project Name
OLDE CASTLE ROAD SANITARY SEWER EXTENSION 2025

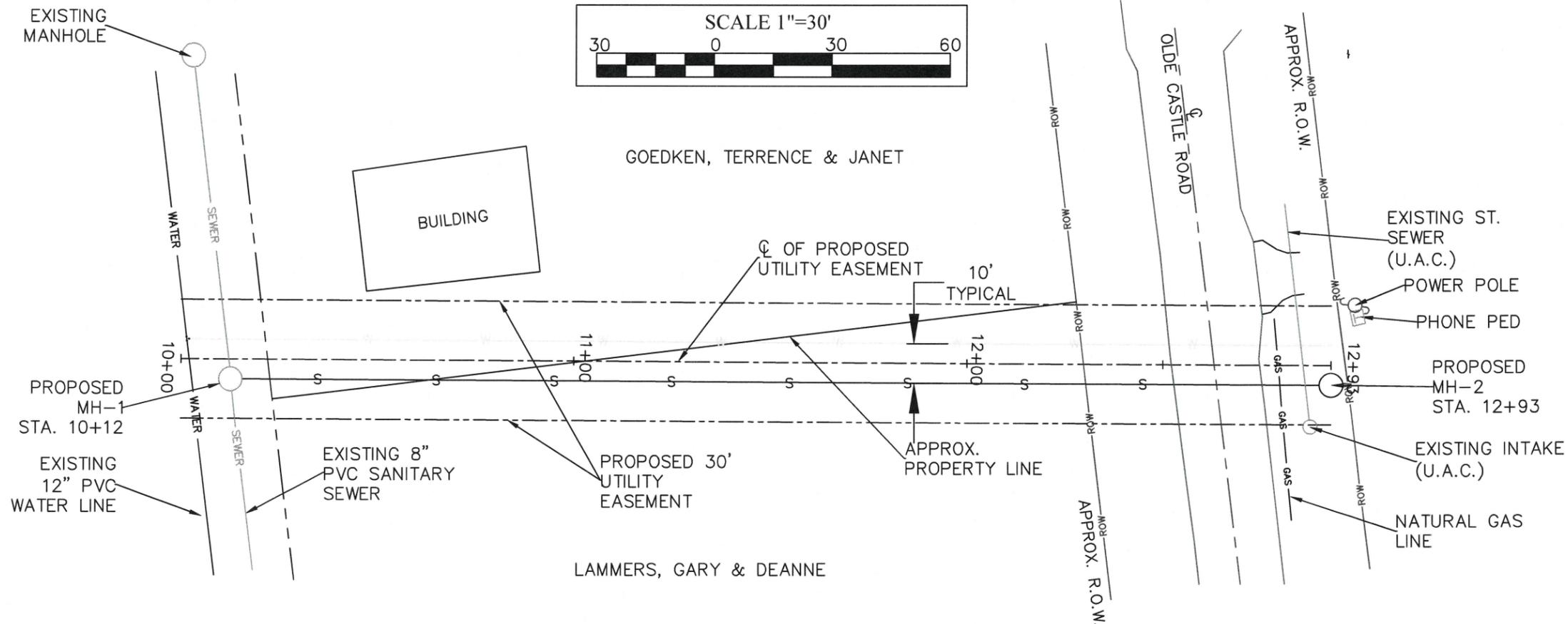
NUMBER;
T-62236

Location/Description
XXXXXX

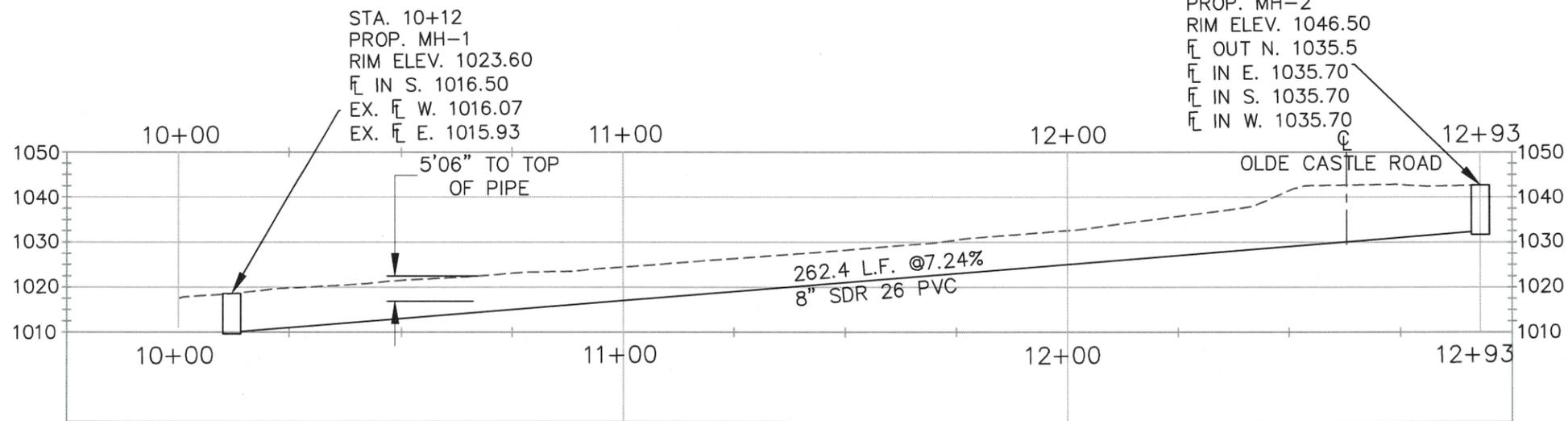
Revisions	Rev. Description	Date	Project Number	Project Manager	Issued For Bidding	Issued For Construction

Sheet Title
COVER

C.01



PLAN



PROFILE

NOTES;
THE CONTRACTOR IS TO FIELD VERIFY THE ELEVATIONS AND SLOPES BEFORE CONSTRUCTION



Client Name

CITY OF DYERSVILLE

Project Name
OLDE CASTLE ROAD SANITARY SEWER EXTENSION 2025
NUMBER; T-62236

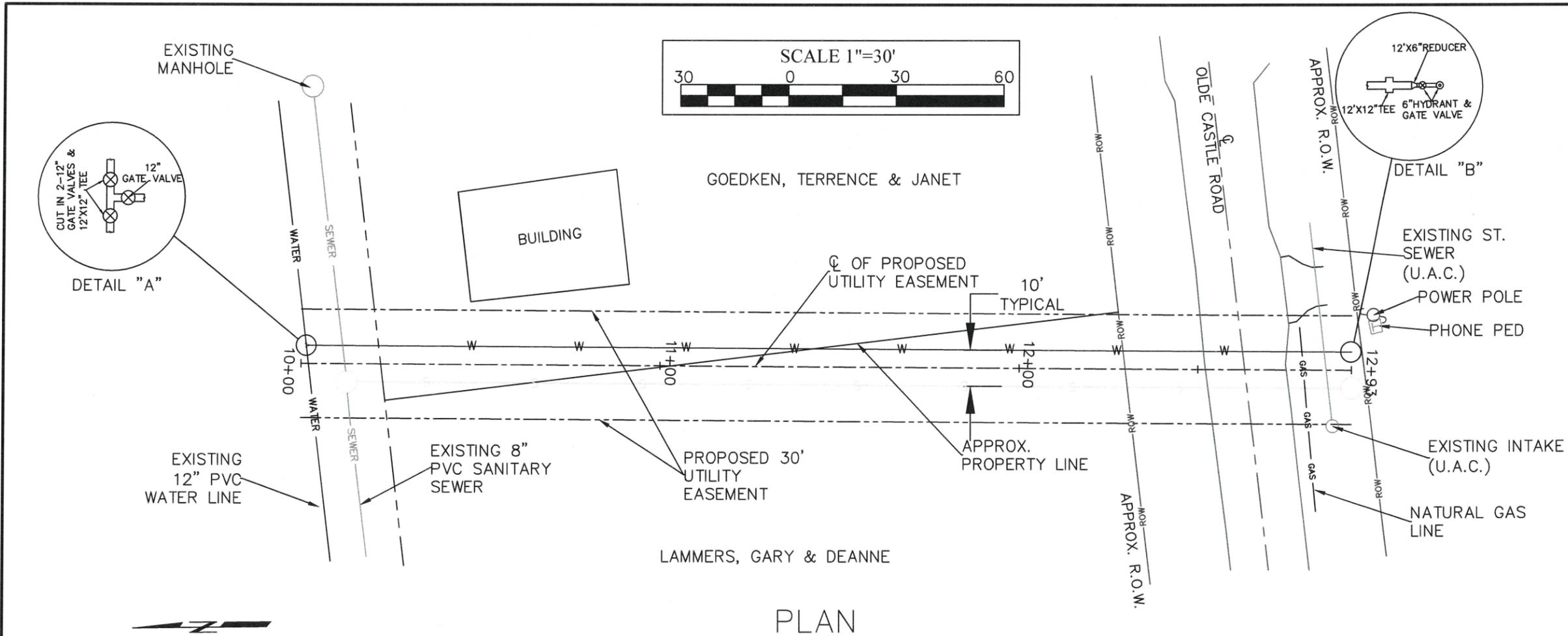
Location/Description

Revisions	Rev. Description	Date
	Project Number Issued For Bidding	
	Project Manager Issued For Construction	

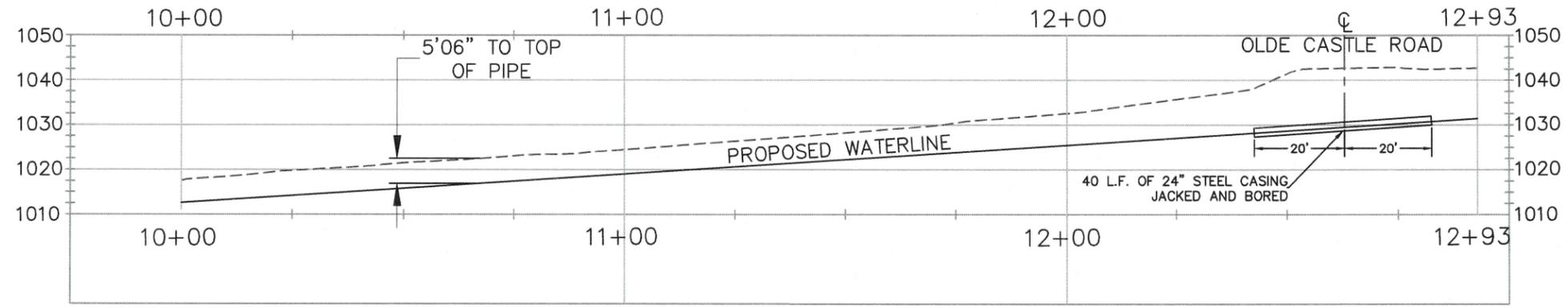
Sheet Title

PLAN AND PROFILE

C.03



PLAN



PROFILE

NOTES;
THE CONTRACTOR IS TO FIELD VERIFY THE ELEVATIONS AND SLOPES BEFORE CONSTRUCTION

City of **Dyersville**

Client Name
CITY OF DYERSVILLE

Project Name
OLDE CASTLE ROAD WATER MAIN EXTENSION 2025
NUMBER; T-62236

Location/Description

Revisions	Rev. Description	Date
	Project Number Issued For Bidding	
	Project Manager Issued For Construction	

Sheet Title
PLAN AND PROFILE
C.04

To: Mick Michel, City Administrator
From: John F. Wandsnider, PE - City Engineer
Date: November 14, 2025
Subject: Olde Castle Water and Sewer Extension – Possible Sewer Alignment

The below image shows a possible alignment for extending the gravity sewer to serve up to 8 lots. Additional lots could be added, but would have to either have their own pumps, or flow to central pump station in order to receive service.



To: Mick Michel, City Administrator
From: John Wandsnider, PE - City Engineer
Date: February 26, 2026
Subject: Olde Castle Sewer Extension – Cost Estimate

As requested, I have performed a preliminary cost estimate to extend an 8-inch sanitary sewer from the existing sewer in the Castle Hill Estates subdivision, across Olde Castle Road, to a manhole in the public right-of-way on the south side of the road, located in front of the residence at 31600 Olde Castle Road, Dyersville, Iowa.

It is a known fact that rather hard limestone bedrock exists fairly close to the surface in this area of the Castle Hill subdivision and Olde Castle Road. It is unknown how much rock excavation will be required to complete the improvement. Therefore, the cost for this improvement is expected to be **in the range of \$65,000 and \$85,000**, depending on the amount of rock excavation needed.

City of Dyersville

PROCLAMATION

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

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

MARCH 14, 2026

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

SAINT PATRICK

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

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

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dyersville, in the State of Iowa, to be affixed this 2nd day of March, 2026.

Jeff Jacque, Mayor

Attest _____
Tricia L. Maiers, City Clerk