

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 3, 2025
- 3. **Approve Minutes** Work Session - February 3, 2025
- 4. **Receive & File Minutes** Planning & Zoning Commission Meeting - February 10, 2025
- 5. **Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - January 14, 2025
- 6. **Blasting Permit** Bennett Explosives, Inc. - March 2025
- 7. **Council Approval** of the Moser School of Dance and Gymnastics Lease Agreement 2025-2026
- 8. **Resolution No. 16-25** approving Plat of Survey of Benn Subdivision, Fifth Addition, City of Dyersville, Dubuque County, Iowa. Lot 2 in Benn Subdivision, Third Addition, Dubuque County, Iowa.
- 9. **Resolution No. 17-25** approving Final Plat of Weber Place Plat 2, Delaware County Iowa. Lot 1 of "Weber Place" in Section 26, Bremen Township, Delaware County, Iowa, and that Portion of the Abandoned Railroad Right of Way as described in Deed Book 113, Page 129 in the Office of the Recorder of Delaware County, Iowa.
- 10. **Resolution No. 18-25** approving Plat of Survey of: Parcel 2025-3 & Parcel 2025-4, of the East 1/2 of the NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa

- 11. Resolution No. 19-25** approving Final Plat of: Parcel 2025-5, Parcel 2025-6 & Parcel 2025-7, of the South 1/2 of the SW1/4 except Parcel 2015-60 of Section 13, T89N, R3W of the 5th P.M., in Delaware County, Iowa
- 12. Receive & File** Treasurer's Report - December 2024
- 13. Receive & File** Revenue & Expense Report - December 2024
- 14. Receive & File** Part-Time Summer Help Advertisement
- 15. Receive & File** Staff Report - Police - February 2025
- 16. Receive & File** Staff Report - Parks & Recreation - February 2025
- 17. Receive & File** Staff Report - Library - February 2025
- 18. Receive & File** Staff Report - Public Works - February 2025
- 19. Receive & File** Staff Report - City Administrator - February 2025
- 20. Miscellaneous Correspondence** Iowa DOT Competitive Highway Bridge Program (CHBP) Grant Public Survey
- 21. Miscellaneous Correspondence** ECIA Spotlight - January 2025

ACTION ITEMS

- 22. 6:00 P.M. Public Hearing** for approval of development agreement with Crownline Properties, LLC and authorization of annual appropriation tax increment payments
- 23. Resolution No. 21-25** approving development agreement with Crownline Properties, LLC, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement.
- 24. 6:00 P.M. Public Hearing** for approval of development agreement with Store SPE USLBM 2017-6LLC and authorization of annual appropriation tax increment payments
- 25. Resolution No. 22-25** approving development agreement with SPE USLBM 2017-6 LLC, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement.
- 26. 6:00 P.M. Public Hearing** for approval of development agreement with JDJ Real Estate, LLC and authorization of annual appropriation tax increment payments
- 27. Resolution No. 23-25** approving development agreement with JDJ Real Estate, LLC, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement.
- 28. 6:00 P.M. Public Hearing** for approval of lease agreement with BB Community Leasing Services, Inc. and authorization of City Administrator to enter into said agreement
- 29. Resolution No. 15-25** approving Lease Agreement with BB Community Leasing Services, Inc.
- 30. Resolution No. 20-25** approving the Residential Waste Collection Service Agreement and authorize the Mayor to sign

- 31. Resolution No. 24-25** approving and authorizing the mayor to sign the agreement with Eocene Environmental Group, Inc. for the SW Stormwater Improvement Project concept planning and design
- 32. Resolution No. 26-25** in support of the Joint CHBP Grant Agreement and letter of support for the Competitive Highway Bridge Program (CHBP) Grant Project

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01875 - 02.17.25 Bills List - AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
TAUKE MOTORS	51273	Oil Change / Tire Rotation	001-5-110-1-63320	VEHICLE REPAIRS	100.43
JOHN DEERE FINANCIAL	5876012	Wiper Blades	001-5-110-1-63320	VEHICLE REPAIRS	25.48
DEUTMEYER AUTO ADVANT...	76348	Oil Change	001-5-110-1-63320	VEHICLE REPAIRS	49.90
ACCESS SYSTEMS	38534950	PD - Copy Machine Lease	001-5-110-1-65060	OFFICE SUPPLIES	36.62
Department 110 - POLICE Total:					212.43
Department: 140 - FLOOD CONTROL					
VERIZON WIRELESS	6104515322	Cell Phone M2M	001-5-140-1-67610	EROSION CONTROL	21.06
Department 140 - FLOOD CONTROL Total:					21.06
Department: 150 - FIRE					
DYERSVILLE RED JACKETS	01.30.25	EMS/Fire Dues	001-5-150-1-62100	DUES/SUBSCRIPTIONS	175.00
PRIER BROS INC	27335	Furnance VAC Can	001-5-150-1-63180	BUILDINGS/GROUNDS MAIN...	153.26
CO-OP OIL COMPANY	64290	Diesel	001-5-150-1-63180	BUILDINGS/GROUNDS MAIN...	163.30
CARQUEST AUTO PARTS	4986-465253	Antifreeze	001-5-150-1-65407	DEPARTMENT SUPPLIES	6.15
BI-COUNTY AMBULANCE	12	Medical Supplies	001-5-150-1-67270	NEW EQUIPMENT	262.32
Department 150 - FIRE Total:					760.03
Department: 210 - TRANSPORTATION					
GIANT WASH	25037	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	25044	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
PICTOMETRY INT'L	US446183	Pictometry Connect	001-5-210-2-62100	DUES/SUBSCRIPTIONS	662.50
HELLE FARM EQUIPMENT	01-135461	Hoses/Swivels/Couplers	001-5-210-2-63320	VEHICLE REPAIRS	132.38
BIG WHEELS REPAIR LLC	14472	Light Repair	001-5-210-2-63320	VEHICLE REPAIRS	558.92
ELLIOTT EQUIPMENT COMP...	184227	Equipment Repairs	001-5-210-2-63320	VEHICLE REPAIRS	1,610.37
ELLIOTT EQUIPMENT COMP...	184375	Equipment Repair	001-5-210-2-63320	VEHICLE REPAIRS	225.22
UNITY POINT CLINIC - OCCU...	255502	Testing	001-5-210-2-64122	DRUG TESTING	84.00
J & J LAWN CARE	26331	Snow Removal - City Lots	001-5-210-2-64322	CONTRACTED SERVICES	4,875.00
KIMBALL MIDWEST	103057152	Lubricant / Drill Set	001-5-210-2-65407	DEPARTMENT SUPPLIES	278.45
ACE HARDWARE	265623	Label Tape	001-5-210-2-65407	DEPARTMENT SUPPLIES	8.79
ACE HARDWARE	265716	Breaker	001-5-210-2-65407	DEPARTMENT SUPPLIES	17.59
SUPERIOR WELDING SUPPLY ...	S1071328	Argon	001-5-210-2-65407	DEPARTMENT SUPPLIES	56.10
Department 210 - TRANSPORTATION Total:					8,514.06
Department: 410 - LIBRARY					
IOWA LIBRARY ASSOCIATION	10745	Iowa Library Association Dues..	001-5-410-4-62100	DUES	30.00
IOWA LIBRARY ASSOCIATION	10746	Iowa Library Association Dues	001-5-410-4-62100	DUES	150.00
EICK, ROBERT	300	Computer Maintenance	001-5-410-4-63750	MAINTENANCE	450.00
DATA443 RISK MITIGATION, ...	4086	Computer Management	001-5-410-4-63750	MAINTENANCE	291.25
ACCESS SYSTEMS	38534950	Library - Copy Machine Lease	001-5-410-4-64316	CONTRACTS	182.08
HANSEL CLEANING SERVICES ...	01.10.25	Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	250.00
HANSEL CLEANING SERVICES ...	01.17.25	Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	250.00
HANSEL CLEANING SERVICES ...	01.24.25	Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	250.00
HANSEL CLEANING SERVICES ...	01.31.25	Cleaning Services	001-5-410-4-64322	CONTRACTED SERVICES	250.00
FAREWAY STORES INC	00324794	Program Supplies	001-5-410-4-65060	OFFICE SUPPLIES	54.72
GIANT WASH	25037	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	13.12
GIANT WASH	25044	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	2.37
DYERSVILLE AREA CHAMBER...	5498	Program Prizes	001-5-410-4-65060	OFFICE SUPPLIES	30.00
DEMCO EDUCATIONAL CORP	7569623	Book Displays	001-5-410-4-65060	OFFICE SUPPLIES	84.05
COMPLETE OFFICE OF WISC...	851449	Janitorial Supplies	001-5-410-4-65060	OFFICE SUPPLIES	151.94
CAPITAL SANITARY SUPPLY	D156237	Copy Paper	001-5-410-4-65060	OFFICE SUPPLIES	158.20
BAKER & TAYLOR BOOKS	0003308930	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	-4.99
OVERDRIVE	06497CO25012753	Electronic Media	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	647.53
BAKER & TAYLOR BOOKS	2038787195	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	11.39
BAKER & TAYLOR BOOKS	2038799807	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	11.39

Expense Approval Register

Packet: APPKT01875 - 02.17.2

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
BAKER & TAYLOR BOOKS	2038799807	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	21.66
BAKER & TAYLOR BOOKS	2038800144	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	41.96
BAKER & TAYLOR BOOKS	2038802975	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	11.39
BAKER & TAYLOR BOOKS	2038802975	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	31.91
BAKER & TAYLOR BOOKS	2038823848	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	12.53
BAKER & TAYLOR BOOKS	2038829111	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	11.39
INGRAM LIBRARY SERVICES	63139097	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	294.33
INGRAM LIBRARY SERVICES	63140519	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	500.13
INGRAM LIBRARY SERVICES	67779989	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	188.34
Department 410 - LIBRARY Total:					4,376.69

Department: 430 - PARKS

TYLER TECHNOLOGIES	025-494371	Software - Parks & Rec Subscr..	001-5-430-4-62100	DUES/SUBSCRIPTIONS	1,905.67
RICK'S LAWN MOWING & SN...	4783	Snow Removal - Trails/FEMA	001-5-430-4-64322	CONTRACTED SERVICES	4,635.25
ACE HARDWARE	265704	Hinge	001-5-430-4-65407	DEPARTMENT SUPPLIES	47.47
DAVIDSHOFER, BARBARA	492097	Repair Pickle Ball Curtain & S...	001-5-430-4-65407	DEPARTMENT SUPPLIES	195.00
JOHN DEERE FINANCIAL	5875008	Paint/Cable Ties	001-5-430-4-65407	DEPARTMENT SUPPLIES	27.77
FL KRAPFL INC	2179	Labor/Equipment - West Side...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	7,147.00
FL KRAPFL INC	2181	West Side Extras	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	50,298.57
Department 430 - PARKS Total:					64,256.73

Department: 445 - AQUATIC CENTER

TYLER TECHNOLOGIES	025-494371	Park & Rec Subscription	001-5-445-4-62100	DUES/SUBSCRIPTIONS	1,905.67
Department 445 - AQUATIC CENTER Total:					1,905.67

Department: 460 - COMMUNITY CENTER

BLUE PATH FINANCE INC	DYERSVL87	Social Center Solar Energy	001-5-460-4-63710	ELECTRICITY	179.60
TJ CLEANING SERVICES	02.06.25 Soc Ctr	Cleaning Services Wk of 1/31 ..	001-5-460-4-64322	CONTRACTED SERVICES	137.50
TJ CLEANING SERVICES	02.13.25 Soc Ctr	Cleaning Services Wk of	001-5-460-4-64322	CONTRACTED SERVICES	87.50
GIANT WASH	25037	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
GIANT WASH	25044	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	2.37
Department 460 - COMMUNITY CENTER Total:					420.09

Department: 620 - CLERK, TREAS & FINANCE

QUILL CORPORATION	42541426	Envelopes	001-5-620-6-65060	OFFICE SUPPLIES	108.89
Department 620 - CLERK, TREAS & FINANCE Total:					108.89

Department: 650 - CITY HALL & GEN BLDGS

TJ CLEANING SERVICES	02.06.25 City	Cleaning Services Wk of 1/31 ..	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
TJ CLEANING SERVICES	02.13.25 City	Cleaning Services Wk of	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
BLUE PATH FINANCE INC	DYERSVL87	P & A Solar Energy	001-5-650-6-63710	ELECTRICITY	169.46
AIRESPRING	193087567	Phone	001-5-650-6-63730	TELEPHONE	342.17
IMON COMMUNICATIONS LLC	3953661	Internet Services	001-5-650-6-63730	TELEPHONE	1,005.00
HEARTLAND BUSINESS SYST...	766525-H	Mitel Collaboration - Mobility..	001-5-650-6-63730	TELEPHONE	195.00
HEARTLAND BUSINESS SYST...	767638-H	Phone System Work	001-5-650-6-63730	TELEPHONE	438.75
COMPUTER DOCTORS INC	106366	Trend Micro Subscription	001-5-650-6-64322	CONTRACTED SERVICES	3,354.00
GIANT WASH	25037	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	13.12
GIANT WASH	25044	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	25.63
CAPITAL SANITARY SUPPLY	D157300	Tissue	001-5-650-6-65412	BUILDING SUPPLIES	57.52
Department 650 - CITY HALL & GEN BLDGS Total:					6,100.65

Department: 670 - OTHER GENERAL GOVT

TYLER TECHNOLOGIES	025-494371	Tyler U - Dues/Subscriptions	001-5-670-6-62100	DUES/SUBSCRIPTIONS	983.20
TYLER TECHNOLOGIES	025-494371	Human Resources - Subscript...	001-5-670-6-62100	DUES/SUBSCRIPTIONS	14,685.34
CYCLOMEDIA TECHNOLOGY	2025-033	License Agreement	001-5-670-6-62100	DUES/SUBSCRIPTIONS	555.00
PICTOMETRY INT'L	US446183	Pictometry Connect	001-5-670-6-62100	DUES/SUBSCRIPTIONS	662.50
DYERSVILLE COMMERCIAL	01254079	Legal Notices	001-5-670-6-64020	PUBLICATIONS	587.59
ACCESS SYSTEMS	38534950	City - Copy Machine Lease	001-5-670-6-64316	CONTRACTS	146.48
Department 670 - OTHER GENERAL GOVT Total:					17,620.11

Fund 001 - GENERAL FUND Total: 104,296.41

Fund: 002 - LIBRARY TRUST FUND

Department: 410 - LIBRARY

FAREWAY STORES INC	00324794	Program Refreshments	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	29.97
VONDERHAAR, SHIRLEY	02.03.25	Mailing Postage	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	777.07

Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
HERITAGE PRINTING CO	116297	StoryWalk Laminating	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	31.00
HERITAGE PRINTING CO	116322	Printing for Mailing	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	540.05
BAKER & TAYLOR BOOKS	2038787195	Friends of the Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	50.72
BAKER & TAYLOR BOOKS	2038787195	Kiernan Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	15.93
BAKER & TAYLOR BOOKS	2038799807	Westermeyer Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	15.96
BAKER & TAYLOR BOOKS	2038799807	Friends of the Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	27.90
BAKER & TAYLOR BOOKS	2038802975	Medical Associates Donation	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	33.62
BAKER & TAYLOR BOOKS	2038802975	Friends of the Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	37.04
BAKER & TAYLOR BOOKS	2038823848	Gioimo Donation	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	15.38
BAKER & TAYLOR BOOKS	2038823848	Friends of the Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	357.15
BAKER & TAYLOR BOOKS	2038823848	Westermeyer Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	33.63
BAKER & TAYLOR BOOKS	2038823848	Rardin Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	10.77
BAKER & TAYLOR BOOKS	2038823848	Medical Associates Donation	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	15.39
BAKER & TAYLOR BOOKS	2038829111	Friends of the Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	17.10
BAKER & TAYLOR BOOKS	2038829111	Friends of the Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	25.63
BAKER & TAYLOR BOOKS	2038839444	Maiers Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	32.30
BAKER & TAYLOR BOOKS	2038839444	Friends of the Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	45.58
CENTER POINT PUBLISHING	2145256	Friends of the Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	76.59
CENTER POINT PUBLISHING	2145256	Rardin Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	25.97
KANOPY INC	437556-PPU	Streaming Services	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	40.00
HOOPLA BY MIDWEST TAPE	506693369	Streaming Services	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	724.60

Department 410 - LIBRARY Total: 2,979.35

Fund 002 - LIBRARY TRUST FUND Total: 2,979.35

Fund: 110 - ROAD USE FUND

Department: 210 - TRANSPORTATION

HENDERSON TRUCK EQUIPM...	395330	Plow Bolt Returns	110-5-210-2-64170	WINTER STREET MAINTENA...	-391.00
HENDERSON TRUCK EQUIPM...	407206	Deflectors	110-5-210-2-64170	WINTER STREET MAINTENA...	62.08
HENDERSON TRUCK EQUIPM...	415952	IDC Adder	110-5-210-2-64170	WINTER STREET MAINTENA...	361.46
MORTON SALT INC	5403326929	Safe-T-Salt	110-5-210-2-64170	WINTER STREET MAINTENA...	2,136.01
MORTON SALT INC	5403349379	Safe-T-Salt	110-5-210-2-64170	WINTER STREET MAINTENA...	2,736.71

Department 210 - TRANSPORTATION Total: 4,905.26

Fund 110 - ROAD USE FUND Total: 4,905.26

Fund: 112 - TRUST AND AGENCY FUND

Department: 460 - COMMUNITY CENTER

MILLER, KELLIE	02.01.2025	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
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Department 460 - COMMUNITY CENTER Total: 100.00

Fund 112 - TRUST AND AGENCY FUND Total: 100.00

Fund: 301 - CAPITAL PROJECTS FUND

Department: 723 - CAPITAL PROJECT

HDR ENGINEERING INC	1200695437	RAISE Grant Application	301-5-723-8-64063	ENGINEERS FEES	27,650.00
EOCENE ENVIRONMENTAL G...	13-36593	Wetland Monitoring	301-5-723-8-64063	ENGINEERS FEES	2,155.00
ORIGIN DESIGN CO	81516	Engineer Fees - Misc - Boome...	301-5-723-8-64063	ENGINEERS FEES	281.50
COMMUNICATIONS ENGINE...	439044	Replace UPS Battery - Library	301-5-723-8-64322	CONTRACTED SERVICES	589.31
COMMUNICATIONS ENGINE...	439046	Replace UPS Battery	301-5-723-8-64322	CONTRACTED SERVICES	532.20

Department 723 - CAPITAL PROJECT Total: 31,208.01

Fund 301 - CAPITAL PROJECTS FUND Total: 31,208.01

Fund: 600 - WATER FUND

Department: 810 - WATER

GIANT WASH	25037	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	13.06
GIANT WASH	25044	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	18.19
GIANT WASH	25037	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
GIANT WASH	25044	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
TYLER TECHNOLOGIES	025-494371	Utility/Cashiering/Web - Due...	600-5-810-9-62100	DUES/SUBSCRIPTIONS	2,862.58
PICTOMETRY INT'L	US446183	Pictometry Connect	600-5-810-9-62100	DUES/SUBSCRIPTIONS	662.50
J & R SUPPLY	2501299-IN	Wrap-a-rounds	600-5-810-9-63325	WATER MAIN MISC REPAIRS	220.00
BLUE PATH FINANCE INC	DYERSVL87	Well 4 Solar Energy	600-5-810-9-63710	ELECTRICITY	1,200.33
ACCESS SYSTEMS	38534950	Wtr - Copy Machine Lease	600-5-810-9-65060	OFFICE SUPPLIES	36.62
SHERWIN-WILLIAMS	1193-6	Paint	600-5-810-9-65407	DEPARTMENT SUPPLIES	204.19

Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
HAWKINS WATER TREATME...	4728792	Azone/LPC-4	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,115.20
HAWKINS WATER TREATME...	6977794	Supplies	600-5-810-9-65407	DEPARTMENT SUPPLIES	545.30
USA BLUE BOOK	INV00605478	Testing Supplies/Service Sadd..	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,320.30
USA BLUE BOOK	INV00605484	DPD Dispensers	600-5-810-9-65407	DEPARTMENT SUPPLIES	70.60
USA BLUE BOOK	INV00605703	Elbows/Tees/Valve	600-5-810-9-65407	DEPARTMENT SUPPLIES	200.22
				Department 810 - WATER Total:	8,473.83
				Fund 600 - WATER FUND Total:	8,473.83

Fund: 610 - SEWER FUND

Department: 815 - SEWER

GIANT WASH	25037	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	25044	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	25037	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	20.17
GIANT WASH	25044	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	15.03
TYLER TECHNOLOGIES	025-494371	Utility/Cashiering/Web - Due...	610-5-815-9-62100	DUES/SUBSCRIPTIONS	2,862.58
PICTOMETRY INT'L	US446183	Pictometry Connect	610-5-815-9-62100	DUES/SUBSCRIPTIONS	662.50
CARQUEST AUTO PARTS	4986-466830	Filters	610-5-815-9-63320	VEHICLE REPAIRS	16.70
MICROBAC LABORATORIES	WL2500332	Testing	610-5-815-9-64317	TESTING	1,480.25
ACCESS SYSTEMS	38534950	WW - Copy Machine Lease	610-5-815-9-65060	OFFICE SUPPLIES	36.62
JOHN DEERE FINANCIAL	5870902	Tubing/Gloves	610-5-815-9-65407	DEPARTMENT SUPPLIES	69.96
JOHN DEERE FINANCIAL	5873744	Wrench/Sprayer	610-5-815-9-65407	DEPARTMENT SUPPLIES	15.18
USA BLUE BOOK	INV00601773	Glass Filters	610-5-815-9-65407	DEPARTMENT SUPPLIES	64.70
BELL BANK EQUIPMENT FIN...	140510	Sewer Jetter	610-5-815-9-67274	CAPITAL IMPROVEMENTS/E...	4,689.80
				Department 815 - SEWER Total:	9,938.23
				Fund 610 - SEWER FUND Total:	9,938.23

Fund: 670 - SOLID WASTE FUND

Department: 840 - SOLID WASTE

BI-COUNTY DISPOSAL INC	127684	Garbage/Recycling Fees	670-5-840-9-64316	CONTRACTS	26,977.50
DYERSVILLE COMMERCIAL	01257882	Christmas Tree Pick Up Ad	670-5-840-9-65060	OFFICE SUPPLIES	90.80
TYLER TECHNOLOGIES	025-494371	Utility/Cashiering/Web - Due...	670-5-840-9-65060	OFFICE SUPPLIES	2,862.58
ACCESS SYSTEMS	38534950	SW - Copy Machine Lease	670-5-840-9-65060	OFFICE SUPPLIES	36.62
				Department 840 - SOLID WASTE Total:	29,967.50
				Fund 670 - SOLID WASTE FUND Total:	29,967.50
				Grand Total:	191,868.59

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	104,296.41
002 - LIBRARY TRUST FUND	2,979.35
110 - ROAD USE FUND	4,905.26
112 - TRUST AND AGENCY FUND	100.00
301 - CAPITAL PROJECTS FUND	31,208.01
600 - WATER FUND	8,473.83
610 - SEWER FUND	9,938.23
670 - SOLID WASTE FUND	29,967.50
Grand Total:	191,868.59

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63320	VEHICLE REPAIRS	175.81
001-5-110-1-65060	OFFICE SUPPLIES	36.62
001-5-140-1-67610	EROSION CONTROL	21.06
001-5-150-1-62100	DUES/SUBSCRIPTIONS	175.00
001-5-150-1-63180	BUILDINGS/GROUNDS ...	316.56
001-5-150-1-65407	DEPARTMENT SUPPLIES	6.15
001-5-150-1-67270	NEW EQUIPMENT	262.32
001-5-210-2-61806	LUECK UNIFORMS	4.74
001-5-210-2-62100	DUES/SUBSCRIPTIONS	662.50
001-5-210-2-63320	VEHICLE REPAIRS	2,526.89
001-5-210-2-64122	DRUG TESTING	84.00
001-5-210-2-64322	CONTRACTED SERVICES	4,875.00
001-5-210-2-65407	DEPARTMENT SUPPLIES	360.93
001-5-410-4-62100	DUES	180.00
001-5-410-4-63750	MAINTENANCE	741.25
001-5-410-4-64316	CONTRACTS	182.08
001-5-410-4-64322	CONTRACTED SERVICES	1,000.00
001-5-410-4-65060	OFFICE SUPPLIES	494.40
001-5-410-4-67701	BOOKS/FILMS/RECORDS...	1,778.96
001-5-430-4-62100	DUES/SUBSCRIPTIONS	1,905.67
001-5-430-4-64322	CONTRACTED SERVICES	4,635.25
001-5-430-4-65407	DEPARTMENT SUPPLIES	270.24
001-5-430-4-67274	CAPITAL IMPROVEMENT...	57,445.57
001-5-445-4-62100	DUES/SUBSCRIPTIONS	1,905.67
001-5-460-4-63710	ELECTRICITY	179.60
001-5-460-4-64322	CONTRACTED SERVICES	240.49
001-5-620-6-65060	OFFICE SUPPLIES	108.89
001-5-650-6-63100	BUILDING MAINTENANCE	500.00
001-5-650-6-63710	ELECTRICITY	169.46
001-5-650-6-63730	TELEPHONE	1,980.92
001-5-650-6-64322	CONTRACTED SERVICES	3,354.00
001-5-650-6-65412	BUILDING SUPPLIES	96.27
001-5-670-6-62100	DUES/SUBSCRIPTIONS	16,886.04
001-5-670-6-64020	PUBLICATIONS	587.59
001-5-670-6-64316	CONTRACTS	146.48
002-5-410-4-67700	LIBRARY TRUST EXPENDI...	2,979.35
110-5-210-2-64170	WINTER STREET MAINT...	4,905.26
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	100.00
301-5-723-8-64063	ENGINEERS FEES	30,086.50
301-5-723-8-64322	CONTRACTED SERVICES	1,121.51
600-5-810-9-61809	RECKER UNIFORMS	31.25
600-5-810-9-61814	HERBERS UNIFORMS	4.74
600-5-810-9-62100	DUES/SUBSCRIPTIONS	3,525.08
600-5-810-9-63325	WATER MAIN MISC REPA..	220.00
600-5-810-9-63710	ELECTRICITY	1,200.33
600-5-810-9-65060	OFFICE SUPPLIES	36.62
600-5-810-9-65407	DEPARTMENT SUPPLIES	3,455.81

Account Summary

Account Number	Account Name	Expense Amount
610-5-815-9-61810	MENKE UNIFORMS	4.74
610-5-815-9-61813	REICHER UNIFORMS	35.20
610-5-815-9-62100	DUES/SUBSCRIPTIONS	3,525.08
610-5-815-9-63320	VEHICLE REPAIRS	16.70
610-5-815-9-64317	TESTING	1,480.25
610-5-815-9-65060	OFFICE SUPPLIES	36.62
610-5-815-9-65407	DEPARTMENT SUPPLIES	149.84
610-5-815-9-67274	CAPITAL IMPROVEMENT...	4,689.80
670-5-840-9-64316	CONTRACTS	26,977.50
670-5-840-9-65060	OFFICE SUPPLIES	2,990.00
	Grand Total:	191,868.59

Project Account Summary

Project Account Key	Expense Amount	
None	158,405.29	
30110416997	27,650.00	
30123007	2,155.00	
3012400201	281.50	
410AB	-4.99	
410AN	53.57	
410EM	647.53	
410PF	982.80	
410TMEM	134.56	
410TPROG	1,463.28	
410YAF	100.05	
	Grand Total:	191,868.59



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01876 - 02.17.25 Bills List - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
WEX BANK	01.2025	Police - Gas	001-5-110-1-63310	GAS/ETHANOL/DIESEL	1,816.12
ALLIANT ENERGY	01.23.25	Police Department Electricity	001-5-110-1-63710	ELECTRICITY	535.83
ALLIANT ENERGY	01.23.25	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	132.36
BLACK HILLS ENERGY	01.2025	Police - Natural Gas	001-5-110-1-63711	GAS HEAT	183.99
VISA	1/2025	CC - Cell Phone Charger	001-5-110-1-65060	OFFICE SUPPLIES	107.97
VISA	1/2025	CC - Batteries	001-5-110-1-65407	DEPARTMENT SUPPLIES	193.94
Department 110 - POLICE Total:					2,970.21
Department: 150 - FIRE					
POSTMASTER	02.2025	Dues - PO Box	001-5-150-1-62100	DUES/SUBSCRIPTIONS	100.00
WEX BANK	01.2025	Fire - Gas	001-5-150-1-63310	GAS/ETHANOL/DIESEL	272.00
BLACK HILLS ENERGY	01.2025	Fire Dept - Natural Gas	001-5-150-1-63711	GAS HEAT	936.15
Department 150 - FIRE Total:					1,308.15
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	01.23.25	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	652.12
Department 180 - MISC. COMMUNITY PROTECTION Total:					652.12
Department: 210 - TRANSPORTATION					
WEX BANK	01.2025	Public Works - Gas	001-5-210-2-63310	GAS/ETHANOL/DIESEL	702.93
ALLIANT ENERGY	01.23.25	Public Works - Electricity	001-5-210-2-63710	ELECTRICITY	383.58
BLACK HILLS ENERGY	01.2025	Public Works - Natural Gas	001-5-210-2-63711	GAS HEAT	464.85
VISA	1/2025	CC - Envelopes	001-5-210-2-65407	DEPARTMENT SUPPLIES	211.42
Department 210 - TRANSPORTATION Total:					1,762.78
Department: 410 - LIBRARY					
ALLIANT ENERGY	01.23.25	Library Electricity	001-5-410-4-63710	ELECTRICITY	1,217.17
BLACK HILLS ENERGY	01.2025	Library - Natural Gas	001-5-410-4-63711	GAS HEAT	762.51
POSTMASTER	01222025	Postage Stamps	001-5-410-4-65060	OFFICE SUPPLIES	112.00
AMAZON	1RNG-67NL-RPFJ	Supplies	001-5-410-4-65060	OFFICE SUPPLIES	368.84
AMAZON	1RNG-67NL-RPFJ	Programs	001-5-410-4-65060	OFFICE SUPPLIES	75.50
AMAZON	1F3P-1M9T-M6YV	DVD Credit	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	-16.99
AMAZON	1KJT-4Q3L-P46M	DVD credit	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	-7.83
AMAZON	1RNG-67NL-RPFJ	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	210.81
AMAZON	1RNG-67NL-RPFJ	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	54.28
AMAZON	1RNG-67NL-RPFJ	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	13.98
AMAZON	1RNG-67NL-RPFJ	DVD	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	475.93
AMAZON	1RNG-67NL-RPFJ	Library of Things	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	49.96
AMAZON	1RNG-67NL-RPFJ	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	53.12
AMAZON	1T1X-7P9Q-TJWD	DVD credit	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SU...	-11.98
Department 410 - LIBRARY Total:					3,357.30
Department: 430 - PARKS					
ALLIANT ENERGY	01.23.25	Park Electricity	001-5-430-4-63710	ELECTRICITY	323.66
VISA	1/2025	CC - Envelopes	001-5-430-4-65060	OFFICE SUPPLIES	211.42
Department 430 - PARKS Total:					535.08
Department: 445 - AQUATIC CENTER					
ALLIANT ENERGY	01.23.25	Pool Electricity	001-5-445-4-63710	ELECTRICITY	156.59
BLACK HILLS ENERGY	01.2025	Pool - Natural Gas	001-5-445-4-63711	GAS HEAT	43.16
TREASURER STATE OF IOWA	01.2025 Sales	Pool Sales Tax	001-5-445-4-64180	SALES TAXES PAID	18.23
TREASURER STATE OF IOWA	01.2025 Sales	Pool Local Sales Tax	001-5-445-4-64181	LOCAL OPTION SALES TAX PA...	3.04
VISA	1/2025	CC - Envelopes	001-5-445-4-65407	DEPARTMENT SUPPLIES	211.42
Department 445 - AQUATIC CENTER Total:					432.44
Department: 460 - COMMUNITY CENTER					
BLACK HILLS ENERGY	01.2025	Social Center - Natural Gas	001-5-460-4-63711	GAS HEAT	378.43

Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
WINDSTREAM	01.2025 Soc Ctr	Phone	001-5-460-4-63730	TELEPHONE	127.96
Department 460 - COMMUNITY CENTER Total:					506.39
Department: 620 - CLERK, TREAS & FINANCE					
VISA	1/2025	CC - Envelopes	001-5-620-6-65060	OFFICE SUPPLIES	211.45
VISA	1/2025	CC - Postage	001-5-620-6-65060	OFFICE SUPPLIES	75.20
Department 620 - CLERK, TREAS & FINANCE Total:					286.65
Department: 650 - CITY HALL & GEN BLDGS					
ALLIANT ENERGY	01.23.25	City Hall Electricity	001-5-650-6-63710	ELECTRICITY	535.83
BLACK HILLS ENERGY	01.2025	Museum - Natural Gas	001-5-650-6-63711	GAS HEAT	206.39
BLACK HILLS ENERGY	01.2025	City Hall - Natural Gas	001-5-650-6-63711	GAS HEAT	832.93
MAQUOKETA VALLEY ELECTR...	02.2025 FOD	Internet - Field of Dreams	001-5-650-6-63730	TELEPHONE	379.55
Department 650 - CITY HALL & GEN BLDGS Total:					1,954.70
Department: 670 - OTHER GENERAL GOVT					
IOWA MUNICIPAL FINANCE ...	01.2025 TM	Registration - Spring IMFOA	001-5-670-6-62300	MEETINGS/TRAINING	50.00
IOWA MUNICIPAL FINANCE ...	02.2025 LP	Registration - Spring IMFOA	001-5-670-6-62300	MEETINGS/TRAINING	12.50
VISA	1/2025	CC - Registration - IMMIR	001-5-670-6-62300	MEETINGS/TRAINING	350.00
TYLER TECHNOLOGIES	2716	Registration - Connect 2025	001-5-670-6-62300	MEETINGS/TRAINING	1,199.00
Department 670 - OTHER GENERAL GOVT Total:					1,611.50
Fund 001 - GENERAL FUND Total:					15,377.32
Fund: 002 - LIBRARY TRUST FUND					
Department: 410 - LIBRARY					
VISA	1/2025	CC - Facebook Ad	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	19.98
AMAZON	1RNG-67NL-RPFJ	LTC Grant/Activities	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	481.65
AMAZON	1RNG-67NL-RPFJ	Friends of the Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	57.09
AMAZON	1RNG-67NL-RPFJ	Brain Fitness Program	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	25.96
AMAZON	1RNG-67NL-RPFJ	Rardin Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	44.38
AMAZON	1RNG-67NL-RPFJ	Exercise Bands	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	13.94
AMAZON	1RNG-67NL-RPFJ	Medical Associates Donations	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	45.95
AMAZON	1RNG-67NL-RPFJ	StoryWalk	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	65.68
AMAZON	1RNG-67NL-RPFJ	Fundraisers	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	65.42
CENGAGE LEARNING	86190894	Friends of the Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	27.99
CENGAGE LEARNING	86190894	Rardin Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	120.77
CENGAGE LEARNING	86410028	Maiers Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	22.39
CENGAGE LEARNING	86472779	Rardin Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	26.39
CENGAGE LEARNING	86593205	Rardin Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	50.40
CENGAGE LEARNING	86645065	Maiers Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	24.00
Department 410 - LIBRARY Total:					1,091.99
Fund 002 - LIBRARY TRUST FUND Total:					1,091.99
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	01.23.25	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	1,521.59
Department 180 - MISC. COMMUNITY PROTECTION Total:					1,521.59
Fund 110 - ROAD USE FUND Total:					1,521.59
Fund: 600 - WATER FUND					
Department: 810 - WATER					
IOWA MUNICIPAL FINANCE ...	02.2025 LP	Registration - Spring IMFOA	600-5-810-9-62300	MEETINGS/TRAINING	12.50
WEX BANK	01.2025	Water - Gas	600-5-810-9-63310	GAS/ETHANOL/DIESEL	488.34
ALLIANT ENERGY	01.23.25	Water Electricity	600-5-810-9-63710	ELECTRICITY	5,623.87
BLACK HILLS ENERGY	01.2025	Water/Am Legion - Natural G...	600-5-810-9-63711	GAS HEAT	321.63
TREASURER STATE OF IOWA	01.2025 WET	Water Excise Tax	600-5-810-9-64182	WET [WATER EXCISE TAX SE...	4,647.37
VISA	1/2025	CC - Envelopes	600-5-810-9-65060	OFFICE SUPPLIES	211.42
Department 810 - WATER Total:					11,305.13
Fund 600 - WATER FUND Total:					11,305.13
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
IOWA MUNICIPAL FINANCE ...	02.2025 LP	Registration - Spring IMFOA	610-5-815-9-62300	MEETINGS/TRAINING	12.50
WEX BANK	01.2025	Sewer - Gas	610-5-815-9-63310	GAS/ETHANOL/DIESEL	414.72

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
ALLIANT ENERGY	01.23.25	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	1,664.00
TREASURER STATE OF IOWA	01.2025 Sales	Wastewater Sales Tax	610-5-815-9-64180	SALES TAXES PAID	1,797.18
TREASURER STATE OF IOWA	01.2025 Sales	Wastewater Local Sales Tax	610-5-815-9-64181	LOCAL OPTION SALES TAX PA...	299.53
VISA	1/2025	CC - Envelopes	610-5-815-9-65060	OFFICE SUPPLIES	211.42
				Department 815 - SEWER Total:	4,399.35
				Fund 610 - SEWER FUND Total:	4,399.35

Fund: 670 - SOLID WASTE FUND

Department: 840 - SOLID WASTE

IOWA MUNICIPAL FINANCE ...	02.2025 LP	Registration - Spring IMFOA	670-5-840-9-62300	MEETINGS/TRAINING	12.50
				Department 840 - SOLID WASTE Total:	12.50
				Fund 670 - SOLID WASTE FUND Total:	12.50
				Grand Total:	33,707.88

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	15,377.32
002 - LIBRARY TRUST FUND	1,091.99
110 - ROAD USE FUND	1,521.59
600 - WATER FUND	11,305.13
610 - SEWER FUND	4,399.35
670 - SOLID WASTE FUND	12.50
Grand Total:	33,707.88

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63310	GAS/ETHANOL/DIESEL	1,816.12
001-5-110-1-63710	ELECTRICITY	668.19
001-5-110-1-63711	GAS HEAT	183.99
001-5-110-1-65060	OFFICE SUPPLIES	107.97
001-5-110-1-65407	DEPARTMENT SUPPLIES	193.94
001-5-150-1-62100	DUES/SUBSCRIPTIONS	100.00
001-5-150-1-63310	GAS/ETHANOL/DIESEL	272.00
001-5-150-1-63711	GAS HEAT	936.15
001-5-180-1-63710	ELECTRICITY	652.12
001-5-210-2-63310	GAS/ETHANOL/DIESEL	702.93
001-5-210-2-63710	ELECTRICITY	383.58
001-5-210-2-63711	GAS HEAT	464.85
001-5-210-2-65407	DEPARTMENT SUPPLIES	211.42
001-5-410-4-63710	ELECTRICITY	1,217.17
001-5-410-4-63711	GAS HEAT	762.51
001-5-410-4-65060	OFFICE SUPPLIES	556.34
001-5-410-4-67701	BOOKS/FILMS/RECORDS...	821.28
001-5-430-4-63710	ELECTRICITY	323.66
001-5-430-4-65060	OFFICE SUPPLIES	211.42
001-5-445-4-63710	ELECTRICITY	156.59
001-5-445-4-63711	GAS HEAT	43.16
001-5-445-4-64180	SALES TAXES PAID	18.23
001-5-445-4-64181	LOCAL OPTION SALES TA...	3.04
001-5-445-4-65407	DEPARTMENT SUPPLIES	211.42
001-5-460-4-63711	GAS HEAT	378.43
001-5-460-4-63730	TELEPHONE	127.96
001-5-620-6-65060	OFFICE SUPPLIES	286.65
001-5-650-6-63710	ELECTRICITY	535.83
001-5-650-6-63711	GAS HEAT	1,039.32
001-5-650-6-63730	TELEPHONE	379.55
001-5-670-6-62300	MEETINGS/TRAINING	1,611.50
002-5-410-4-67700	LIBRARY TRUST EXPENDI...	1,091.99
110-5-180-1-63710	ELECTRICITY	1,521.59
600-5-810-9-62300	MEETINGS/TRAINING	12.50
600-5-810-9-63310	GAS/ETHANOL/DIESEL	488.34
600-5-810-9-63710	ELECTRICITY	5,623.87
600-5-810-9-63711	GAS HEAT	321.63
600-5-810-9-64182	WET [WATER EXCISE TAX...	4,647.37
600-5-810-9-65060	OFFICE SUPPLIES	211.42
610-5-815-9-62300	MEETINGS/TRAINING	12.50
610-5-815-9-63310	GAS/ETHANOL/DIESEL	414.72
610-5-815-9-63710	ELECTRICITY	1,664.00
610-5-815-9-64180	SALES TAXES PAID	1,797.18
610-5-815-9-64181	LOCAL OPTION SALES TA...	299.53
610-5-815-9-65060	OFFICE SUPPLIES	211.42
670-5-840-9-62300	MEETINGS/TRAINING	12.50
Grand Total:		33,707.88

Project Account Summary

Project Account Key	Expense Amount
None	31,939.90
410AN	53.12
410DVD	439.13
410PF	13.98
410SS	49.96
410TGRANT	481.65
410TMEM	288.33
410TPROG	176.72
410YAF	210.81
410YAN	54.28
Grand Total:	33,707.88



UBPKT02198 - Refunds 01 UBPKT02197 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-100008-04	Krapfl, Matt		0	176.62			176.62	Generated From Billing
01-010008-01	Whitaker, Brenda		0	25.37			25.37	Generated From Billing
01-010267-14	Gassmann, Loras		0	75.02			75.02	Generated From Billing
Total Refunds: 3			Total Refunded Amount:	277.01				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	277.01
Revenue Total:	277.01

Fidelity Bank and Trust
Credit Card Payment

Item 1.

Posting Date	Trans Date	Merchant Name	Description	Amount
XXXX-0714	Shirley Vonderhaar			
1/31/2025	2/2/2025	FACEBK * B7JR8FCW82	Facebook Marketing Ads	\$ 19.98
				\$ 19.98
XXXX-0706	Brent Schroeder			
XXXX-0680	Mick Michel			
1/27/2025	1/28/2025	IACMA	Michel - Iowa Municipal Management Institute Registration	\$ 350.00
1/30/2025	1/31/2025	Amazon	Police-Cell Phone chargers	\$ 107.97
				\$ 457.97
XXXX-0698	John Wandsnider			
XXXX-0672	Tricia Maiers			
1/23/2025	1/24/2025	USPS PO 1826910840	Postage - Voluntary Annexation	\$ 75.20
1/13/2025	1/14/2025	AMAZON MKTPL*ZG5OI6CJ2	Police - Batteries	\$ 143.58
1/9/2025	1/10/2025	USPS.COM POSTAL STORE	[3] Boxes Prestamped Envelopes	\$ 1,268.55
1/9/2025	1/10/2025	AMZN Mktp US*Z568H20V2	Police - Batteries	\$ 50.36
				\$ 1,537.69
			Grand Total	\$ 2,015.64



CITY COUNCIL

Lower Level Council Chambers
Monday, February 03, 2025
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member English to approve February 3, 2025 agenda as presented Seconded by Council Member Singsank.

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

ORAL COMMENTS

APPROVAL OF CONSENT AGENDA

Motion made by Council Member Singsank to approve consent agenda Seconded by Council Member Gibbs.

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

1. Approve Bills; 2. Approve Minutes City Council Meeting - January 20, 2025; **3. Special Class C Retail Alcohol License** - Chan Garden; **4. Special Class C Retail Alcohol License** - Chad's Pizza; **5. Request** from Total Fitness to use public streets for the 44th Annual Gaelic Gallop - Saturday, March 15, 2025; **6. Resolution No. 11-25 (Amended)** approving Operation and Maintenance Costs if Awarded a Better Utilizing Investments to Leverage Development (BUILD) Grant for the Enhancing Multimodal Connections Project; **7. Authorize City Administrator to Sign** Purchase of Service Contract between the Dubuque Regional Humane Society and the City of Dyersville for animal sheltering; **8. Accept Resignation** Andrew Siitari, Police Department, effective February 12, 2025; **9. Receive & File** Application of BUILD Grant 2025; **10. Receive & File** Dyersville Family Aquatic Center Advertisement 2025; **11. Miscellaneous Correspondence** Greater Dubuque Development Corporation - January 2025; **12. Miscellaneous Correspondence** Keep Iowa Beautiful - January 2025. The following bills were approved for payment:

Ace Hardware	Supplies	\$	332.92
Alliant Energy	Electricity	\$	1,153.66
Appliance Plus Inc	Supplies	\$	49.95
BARD Materials	Rock/Lime	\$	214.47
Carquest Auto Parts	Supplies	\$	8.16
CMA Welding LLC	Vehicle Maintenance	\$	12,741.40
Communications Engineering Company	Computer/Phone Work	\$	5,942.20
Dakota Supply Group	Supplies	\$	1,611.80
Demeulenaere, Emily	Refund	\$	100.00
Dyersville Area Chamber of Commerce	Meeting	\$	90.00
Ferguson Waterworks #2516	Water Meters	\$	2,521.86
FL Krapfl Inc	Labor/Equipment	\$	75,280.25
Fuerste Carew Juergens & Sudmeier PC	Legal Fees	\$	2,775.56
Giant Wash	Uniforms/Mats	\$	221.10
Heartland Business Systems LLC	Phone System	\$	438.75
International Institute Municipal Clerks	Meeting	\$	75.00

Iowa Dept of Inspections & Appeals	Inspections	\$	120.00
Iowa Parks & Recreation Association	Meeting	\$	275.00
John Deere Financial	Supplies	\$	243.51
Kid Project	Refund	\$	100.00
Locher & Davis PLC	Legal Fees	\$	290.00
Maquoketa Valley Electric Coop	Electricity	\$	3,899.43
Morton Salt Inc	Street Salt	\$	2,160.96
Mr. Lock & Key	Service Call	\$	121.81
Navistar BMO Harris Bank	Trucks Lease	\$	7,766.76
New Vienna Metal Works Inc	Supplies	\$	257.85
Northeast Iowa Regional League	Membership	\$	20.00
Origin Design Co	Engineer Fees	\$	24,834.25
Pomp's Tire Service	Vehicle Maintenance	\$	76.32
Preferred Health Choices LLC	HRA	\$	340.00
Prier Bros Inc	Supplies	\$	87.50
Prier, Beverly	Refund	\$	100.00
Quill Corporation	Supplies	\$	9.09
Reliance Standard	Insurance	\$	758.88
TJ Cleaning Services	Cleaning Services	\$	1,212.50
USA Blue Book	Supplies	\$	1,236.11
Verizon Wireless	Cell Phone	\$	927.52
WHKS & Co	Engineering Fees	\$	1,455.88
Wilhelm, John	Refund	\$	100.00
Windstream	Phone	\$	411.21
Xtream / Mediacom	Cable Services	\$	86.15

001 - General Fund	\$	102,612.75
110 - Road Use Fund	\$	4,590.64
112 - Trust and Agency Fund	\$	400.00
301 - Capital Projects Fund	\$	26,290.13
600 - Water Fund	\$	5,584.61
610 - Sewer Fund	\$	10,873.86
670 - Solid Waste Fund	\$	95.82
Grand Total:	\$	150,447.81

ACTION ITEMS

13. Presentation of FY2024 Audit by Creative Planning (formally BerganKDV)

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

14. 6:00 Public Hearing on plans, specifications, form of contract, and estimated cost, City of Dyersville, Iowa, Field of Dreams Movie Site Roadway - Paving and Drainage 2025

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

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

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

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

15. Resolution No. 12-25 finally approving and confirming the proposed plans, specifications, and form of contract for the Field of Dreams Movie Site Roadway-Paving and Drainage 2025 Project

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

16. Resolution No. 13-25 approving Property Tax Abatement applications submitted by property owners in recognized urban revitalization areas and authorizing the transmittal of the approved applications to the Dubuque or Delaware County assessors

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

17. Resolution No. 14-25 to fix a date of the meeting at which it is proposed to approve a Lease Agreement with BB Community Leasing Services, Inc. Set date of meeting for February 17, 2025 at 6:00 P.M.

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

18. Authorize City Administrator to Sign Bill of Sale for a 2025 Western Star 47X Snow Plow and Accessories

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

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 6:34 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer

**WORK SESSION**

Lower Level Council Chambers
Monday, February 03, 2025
6:45 PM

MINUTES**CALL TO ORDER – ROLL CALL**

PRESENT Mayor Jeff Jacque, Council Member Mike English, Council Member Jim Gibbs, Council Member Mike Oberbroeckling, Council Member Mark Singsank, Council Member Tom Westhoff. Also present Park & Recreation Manager, Adam Huehnergath and Committee Members Megan Scherrman, Casey Frye, Jason Lang, Jon Scherbring and Sandy Oberbroeckling, Secretary

DISCUSSION ITEMS

1. Aquatic Center Admission prices; **2. Aquatic Center** Pool parties; **3. Aquatic Center** Closing times; **4. Aquatic Center** Family Pass definition

ADJOURNMENT

Motion made by Council Member English to adjourn at 7:56 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer



PLANNING & ZONING MEETING

Lower Level Council Chambers
Monday, February 10, 2025
6:30 PM

MINUTES

ROLL CALL

PRESENT: Ryan Cahill, Chairperson Roger Gibbs, Joe Petsche, Matt Tauke, Bec Willenborg
ABSENT: Vice-Chairperson Tim Nefzger

AGENDA ITEMS

1. Approve Minutes of the November 12, 2024 Planning & Zoning Meeting.

There were no questions, changes or comments regarding the minutes.

Motion to approve the minutes of the November 12, 2024 Planning & Zoning Meeting made by Ryan Cahill, Seconded by Bec Willenborg.

Voting Yea: Ryan Cahill, Roger Gibbs, Joe Petsche, Matt Tauke, Bec Willenborg

Voting Nay:

Motion carried

2. Approve Plat of Survey of Benn Subdivision, Fifth Addition, City of Dyersville, Dubuque County, Iowa. Lot 2 in Benn Subdivision, Third Addition, Dubuque County, Iowa. Plat submitted by Blake Burkle.

Chairman Roger Gibbs noted an amendment to the agenda the committee received in their packets. The plat should be a "Plat of Survey" and not a "Preliminary Plat".

Blake Burkle and Dave Schneider with Schneider Land Surveying were present. Schneider stated Lots 1 and 2 are currently owned by Charles Arlen and the property is located along Christoff Road. Lot 1 is being parceled off because Blake Burkle is interested in buying the lot. The remaining Lot 2 will stay as farm ground for Arlen. The property line is following a ditch currently on the property. This property has been annexed into the city of Dyersville.

Chairman Gibbs asked City Administrator, Mick Michel if the city council was aware of this plat and if the property was in fact in the city limits. Michel advised he had been working with Burkle on this, and the property has been annexed into the city.

Michel questioned the lot line around Lot 2 of the NW1/4, NE1/4 Section 30. Michel questioned why that was not squared off. Schneider said he took the lines from previous recorded plats but did include on the plat the existing fence line. Michel stated the city owns the property within the fence line (known as the city dump). Michel stated he would work with either Schneider and/or Burkle to come up with an agreement regarding the lines. He wants this issue noted and that the city will not move anything out of the fenced in area.

Michel advised the committee that they can move forward with the process, Michel just wanted it to note there was an issue with the lot lines.

There was no further discussion or comments.

Motion to approve Plat of Survey of Benn Subdivision, Fifth Addition, City of Dyersville, Dubuque County, Iowa made by Matt Tauke, Seconded by Ryan Cahill.

Voting Yea: Ryan Cahill, Roger Gibbs, Joe Petsche, Matt Tauke, Bec Willenborg

Voting Nay:

Motion carried.

3. Approve Final Plat of Weber Place Plat 2, Delaware County, Iowa. Lot 1 of "Weber Place" in Section 26, Bremen Township, Delaware County, Iowa, and that portion of abandoned railroad right of way as described in Deed Book 113, Page 129 in the Office of the Recorder of Delaware County, Iowa. Plat submitted by Elijah Demmer c/o Dyersville Ready Mix.

Ben Schroeder with Bard Concrete and Dave Schneider with Schneider Land Surveying were present.

Schroeder stated this plat area is the old mined out sand pit. Over the years it has become a popular spot for employees and other people to hang out. Bard wants the pond area to be a separate parcel for liability reasons and an LLC will be created for that area.

It was confirmed that the pond area is Lot 1 and that will be the LLC. Lot 2 will stay with Bard since that is an active production area.

Chairman Gibbs asked if the city had any issues. City Administrator Mick Michel stated the city had no issues. Michel did state that this is in Delaware County, and they will need to approve this as well.

There was no further discussion or comments.

Motion to approve Final Plat of Weber Place Plat 2, Delaware County, Iowa made by Bec Willenborg, Seconded by Roger Gibbs.

Voting Yea: Ryan Cahill, Roger Gibbs, Joe Petsche, Matt Tauke, Bec Willenborg

Voting Nay:

Motion carried

4. Approve Plat of Survey of: Parcel 2025-3 & Parcel 2025-4, of the East 1/2 of the NE 1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa. Plat submitted by Daniel Schulte.

Terry Koelker with Buesing and Associates was present and stated that when Dan Schulte purchased this property the southern property line had an irregular shape to it. Dan wants to square off his property and the irregular area will be sold to the owner of the adjacent farm ground to the south.

Chairman Gibbs asked if the city had any issues. City Administrator Mick Michel stated the city had no issues.

There was no further discussion or comments.

Motion approve Plat of Survey of Parcel 2025-3 & 2025-4 in Delaware County, Iowa made by Bec Willenborg, Seconded by Joe Petsche.

Voting Yea: Ryan Cahill, Roger Gibbs, Joe Petsche, Matt Tauke, Bec Willenborg

Voting Nay:

Motion carried

5. Approve Final Plat of: Parcel 2025-5, Parcel 2025-6 & Parcel 2025-7, of the South 1/2 of the SW 1/4 except Parcel 2015-60 of Section 13, T89N, R3W of the 5th P.M., in Delaware County, Iowa. Plat submitted by Ben Lammers.

Terry Koelker with Buesing and Associates was present. Ben Lammers and his wife want to section off the farm buildings from the farm ground. An easement is being added to allow access to the farm ground in case it is sold off in the future. It was stated that this plat is in the 2-mile jurisdiction.

City Administrator Mick Michel questioned why parcels 5 and 6 were split and not one. Koelker stated they split it to have the option to sell off each section separately in the future. Michel stated he had no issues with the plat.

There was no further discussion or comments.

Motion to approve Final Plat of Parcel 2025-5, Parcel 2025-6 & Parcel 2025-7 in Delaware County, Iowa made by Matt Tauke, Seconded by Ryan Cahill.

Voting Yea: Ryan Cahill, Roger Gibbs, Joe Petsche, Matt Tauke, Bec Willenborg

Voting Nay:

Motion carried

ADJOURNMENT

Meeting adjourned at 6:46 pm on a motion by Bec Willenborg, Seconded by Roger Gibbs.



Lori A. Pantan, recording Secretary

James Kennedy Public Library
Board of Trustees
Minutes of the January 14, 2025 Regular Meeting

The regular monthly meeting of the Board of Trustees of the James Kennedy Public Library was held on Tuesday, January 14, 2025 in the Hoffman Room. Present: Danelle Schroeder, Sally Kelly, Monika Steffen, Catherine O’Hea, Beth Gudenkauf, Alycia Willenbring, Beth Derr, Alex Wiezorek, and Library Director Shirley Vonderhaar. Absent: Melissa Kane.

1. President Alex Wiezorek called meeting to order at 6:00 pm.
2. Consider Approval of Agenda
O’Hea MOVED “Approval of Agenda”, seconded by Steffen.
Ayes: Schroeder, Kelly, Steffen, O’Hea, Gudenkauf, Willenbring, Derr, and Wiezorek
Nays: None
Motion CARRIED
3. Consider Approval of Agenda Consent Calendar
 - Correspondence & Communication
 - Approve Minutes of Previous Meeting: December 10, 2024 Regular Meeting
 - Approve December Librarian’s Report
 - Approve Bills:
 - January Bills
 - Claims Report for December
 - December & January Credit Card Claims
 - Budget Reports
 - December City Report
 - December Library Report
 - Trust Account Reports
 - December Bank Statements
 - December Balance Report
 - Trust Account Expenditure Report
 - December Donations
 - Program Reports
 - December Report of Programs and Attendance
 - December WhoFi Program Overview
 - January Schedule of Events
 - Schedule for Upcoming Programs
 - Quarterly Contract Use Reports
 - Statistics by City / Residence Area
 - Statistics by Contract / Service Area
 - Grant Report
 - Friends of the Library Report – Membership drive started 1/7/25; Tickets to bus trip on sale at library starting 1/15/25; Used book sale scheduled for 1/24/25 to 1/27/25
 - JKPL Endowment Report
 - Strategic Planning Report

- Committee Reports
 - Executive Committee
 - Finance Committee
 - Fundraising, Marketing and Public Relations Committee
 - Furnishings, Art & Facilities Committee
 - Personnel Committee
 - Policy Committee

Steffen MOVED "Approval of Agenda Consent Calendar", seconded by O'Hea.

Ayes: Schroeder, Kelly, Steffen, O'Hea, Gudenkauf, Willenbring, Derr, and Wiezorek

Nays: None

Motion CARRIED

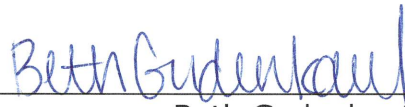
4. Library Director Evaluation – O'Hea shared the results of the evaluation with the Board as a whole.
5. Consider Approval of FY2026 Library Operating Budget Request (recommendation from Finance Committee)
Finance Committee MOVED to "approve FY26 Library Operating Budget request of \$576,785.00." No second needed.
Ayes: Schroeder, Kelly, Steffen, O'Hea, Gudenkauf, Willenbring, Derr, and Wiezorek
Nays: None
Motion CARRIED
6. Consider Approval of FY2026 Library Trust Account Budget Request (recommendation from Finance Committee)-
Finance Committee MOVED to "approve FY26 Library Trust Account Budget request of \$40,000.00" No second needed.
Ayes: Schroeder, Kelly, Steffen, O'Hea, Gudenkauf, Willenbring, Derr, and Wiezorek
Nays: None
Motion CARRIED
7. Consider Approval of FY2026 Library Capital Projects Request (recommendation from Finance Committee)
Finance Committee MOVED to "approve FY26 Library Capital Projects Budget request of \$30,000.00." No second needed.
Ayes: Schroeder, Kelly, Steffen, O'Hea, Gudenkauf, Willenbring, Derr, and Wiezorek
Nays: None
Motion CARRIED
8. Meetings and Training

- Upcoming
- Recently Attended
- Trustee Training Webinar - Part 4: Developing & Adopting Library Policies

9. Oral Presentations

10. Adjournment

Gudenkauf MOVED adjourn, seconded by Steffen. Meeting ADJOURNED by Wiezorek at 6:36 pm.



Beth Gudenkauf, Secretary

Sandy Oberbroeckling

From: Mike Cole <mcole@bennettexplosives.com>
Sent: Thursday, February 13, 2025 2:55 PM
To: Sandy Oberbroeckling
Subject: March Blasting Permit

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

Sandy

Bennett Explosives Inc. would like to request a Blasting Permit from the City Dyersville Ia. for the Month of March 2025.

Thank you

Bennett
Explosives Inc.

Mike Cole

General Manager | Bennett Explosives

📍 1951 210th St., Manchester, IA 52057

📞 (563) 363-2131

✉ mcole@bennettexplosives.com

🌐 www.quicksupplyco.com



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

www.cityofdyersville.com

BENNETT EXPLOSIVES, INC. has made application for a permit to possess blasting explosives within the corporate limits of the City of Dyersville, Iowa.

BENNETT EXPLOSIVES, INC. is in compliance with Code of Ordinances Chapter 127.03 requirements.

BENNETT EXPLOSIVES, INC. has filed with the City Council:

1. A copy of Application for Permit to Use Explosives within the State of Iowa. (Form required by Chapter 101A Code of Iowa).
2. Surety bond in the amount of \$10,000.00.
3. Certificate of Insurance has been filed with the City of Dyersville.
4. Verification of direct supervision of blasting.

Having fulfilled the requirements of the Code of Ordinance Chapter 127.03, the City Council hereby authorized the issuance of a blasting permit, which shall be good from March 1, 2025 through March 31, 2025.

Approved by the City Council of the City of Dyersville, Iowa this 17th day of February, 2025.

LEASE AGREEMENT

This Lease Agreement (the “Lease”) is made and entered into the 6th day of January, 2025, by and between THE CITY OF DYERSVILLE, IOWA, acting by and through its Mayor, whose address is 340 1st Avenue East, Dyersville, Iowa, 52040, hereinafter referred to as “Lessor,” and MOSER SCHOOL OF DANCE AND GYMNASTICS, hereinafter referred to as “Lessee.”

Background

- A. Lessor is the owner of the Memorial Building located at 340 1st Avenue East, City of Dyersville, State of Iowa, legally described on the attached **Exhibit A** (the “Owned Premises”). The primary purpose of the Owned Premises is to provide a workplace and working environment primarily for police, administrative, and managerial workers of the City of Dyersville and Dubuque County.
- B. Lessee desires to lease a portion of the Owned Premises’ space for the use of a for-profit dance and gymnastic studio, legally described on the attached **Exhibit B** (the “Leased Space”).
- C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of their mutual covenants, the parties agree as follows:

- 1. **Leased Premises.** Lessor leases to Lessee and Lessee leases from Lessor a portion of the Owned Premises, consisting of the Leased Space. Lessee intends to locate equipment on the Leased Space as more fully described on the attached **Exhibit C**. Lessee may not add additional equipment other than that shown on **Exhibit C** without the prior written approval of Lessor.

Since the Lessee has equipment that may cause undue vibration, noise, and/or interference of Lessor’s operations, Lessor, through the approval of the Dyersville City Council, reserves the right to require Lessee to relocate its equipment to other locations on the Leased Space. Lessee shall complete the relocation of its equipment within thirty (30) calendar days after receiving written notice from Lessor. The relocation shall be at Lessee’s

expense. If such relocation does not meet Lessee's operation needs of its business and uses incidental thereto, Lessee may terminate this Lease in accordance with Section 14 herein.

This Lease is not a franchise pursuant to state, local, county, or federal law, nor is it a permit to use the rights-of-way. Any such franchise or permit must be obtained separately.

2. **Term.** The term of this Lease shall commence July 1, 2025, (the "Commencement Date") and shall terminate on June 30, 2026, ("the Termination Date"), unless sooner terminated as otherwise provided in this lease.

3. **Rent.**

- a. Lessee shall pay to Lessor as monthly rent for the Leased Space the sum of Seven Hundred Forty Dollars and Two Cents (\$740.02) (the "Base Rent"). Lessee shall pay Lessor Base Rent for the first month on the Commencement Date, and each subsequent monthly payment will be due on or before the last day of each month thereafter.
- b. The Lessor believes that the Lessee's spring board equipment may cause undue vibration, noise, and/or interference with its day-to-day operations. Therefore, if Lessee locates springboard equipment on the Leased Space, as described in **Exhibit C**. Lessee shall pay Additional Rent per month to the Lessor in the sum of One Hundred Sixty-Eight Dollars and Fifty-Six Cents (\$168.56). Furthermore, Lessee shall agree that the Additional Rent is in addition to the Base Rent as described in Section (3)(a).
- c. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.
- d. If this Lease is terminated at a time other than on the last day of the month, Rent shall be pro-rated as of the date of termination.

4. **Use of the Premises.**

- a. Lessee shall use the Leased Space for the operation of a for-profit dance and gymnastic studio and uses incidental thereto and for no other uses.
- b. Lessee shall, at its expense, comply with all present and future federal, state, county, and local laws, ordinances, rules, and regulations in connection with the use and operation of Lessee's business.
- c. (1) The equipment is agreed to be Lessee's personal property and shall never be considered fixtures to the real estate. Upon termination of the Lease, the Lessee shall remove the equipment from the Leased Space within thirty (30) calendar days. Such removal shall be done in a workman like and careful manner and without interference or damage to any other equipment, structures, or operations on the Leased Space. If, however, Lessee requests permission to not remove all or a portion of the improvements,

and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided in Section 4(c)(1), herein, Lessee shall restore the affected areas of the Leased Space to the conditions which existed prior to this Lease, reasonable wear and tear excepted.

(3) All costs and expenses for the removal and restoration to be performed by Lessee pursuant to Section (4)(c)(1), (2) herein shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

5. **Installation of Equipment.**

- a. Lessee shall have the right, as its sole cost and expense, to install, operate, and maintain its equipment on the Leased Space, as described on **Exhibit C**, in accordance with good practices and with all standards, statutes, ordinances, rules, and regulations now in effect or that may be issued thereafter by governing bodies.
- b. Lessee's installation of such equipment shall be done according to plans approved by Lessor, whose approval shall not be unreasonably withheld. Any damage done on the Leased Space and/or other structures during installation and/or operations shall be repaired or replaced immediately at Lessee's expense and to Lessor's reasonable satisfaction. In connection with the installation and operation of the equipment, Lessee shall not make any penetrations of the walls or roof of the Leased Space without Lessor's prior written consent.
- c. Within thirty (30) days of the completion of the initial installation of the equipment, Lessee shall provide Lessor with as-built drawings of equipment location and the improvements installed on the Leased Space, which show the actual location of all equipment and improvements consistent with **Exhibit C**. Said drawings shall be accompanied by a complete inventory of the building and all equipment located on the Leased Space.

6. **Equipment Upgrade.** Lessee may update, upgrade, or replace the equipment from time to time with the prior written approval of Lessor, whose approval shall not be unreasonably withheld, provided that the replacement equipment is not greater in number or size than the existing equipment and that any change in equipment locations on the Leased Space is approved in writing by the Lessor. Lessee shall submit to Lessor a proposal for any such replacement equipment for Lessor's evaluation.

7. **Premises Access.**

- a. Lessee shall have 24-hour/7-day access to the Leased Space in order to conduct, operate, and maintain its business. However, Lessee must not operate its spring board equipment from 9:00 AM to 4:00 PM, Monday through Friday.

- b. Lessee shall have unrestricted access to the Leased Space in order to install, operate and maintain its equipment and appurtenances.

8. **Care and Maintenance of Premises.**

- a. Lessor agrees to repair any equipment owned by the Lessor within the Leased Space; such as, doors, fans, furnaces, light fixtures, and toilets. The Lessee shall have sole responsibility for the security and the normal day-to-day cleaning of the Leased Space.
- b. Lessee shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, and leasehold improvements and Lessee shall keep the same in good repair and condition during the term of the Lease.
- c. In the event the Lessor or any other lessee undertakes painting, construction, repairs, or other alterations on the Leased Space, Lessee shall take reasonable measures at Lessee's cost to cover Lessee's equipment, personal property, and leasehold improvements and protect such from paint and/or debris fallout which may occur during the painting, construction, repair, or alteration process. Lessee shall notify Lessor at least thirty (30) calendar days prior to any painting, construction, repair(s), or alterations begun by Lessee to the Leased Space, unless such painting, construction, repair(s), or alterations must be made on an emergency basis, in which case Lessee shall notify Lessor as soon as practicable. Lessor shall notify Lessee at least thirty (30) calendar days prior to any painting, construction, repair(s), or other alterations begun by Lessor or any other lessee, unless said painting, construction, repair(s), or alterations must be made on an emergency basis, in which case Lessor shall notify Lessee as soon as practicable. Unless resulting from negligent actions or omissions of, or willful misconduct of, Lessor, its employees, agents, or contractors, Lessor shall not be liable for any damage incurred by Lessee from such painting, construction, repair(s), or alterations.

9. **Public Health Emergency.** The following provisions apply in the event of a Public Health Emergency Declaration by federal, state, regional, or local authorities.

- a. Lessee shall follow federal, state, regional, and local proclamation(s) and/or order(s) regarding operations during an infectious disease outbreak.
- b. In addition to the compliance obligation of Section 9(a), Lessee shall, regardless of the existence of and in addition to any active federal, state, regional, or local proclamation(s) and/or order(s) in effect, and in order to attain the highest degree of health and safety protections for other employees and users of the Owned Premise, the Leased Space, and Common Areas, Lessee must:
 - i. only allow athletes actively enrolled in dance or gymnastic classes, the athletes, parents/guardians, and on-duty employees to enter and exit the Owned Premises during Class Time and ten minutes before and after Class Time;

- ii. schedule individual classes during Class Time to avoid overlap so that athletes of each individual class can fully vacate the Owned Premises before the next class arrives;
 - iii. prohibit loitering in the Common Areas (as defined in Paragraph 9(b)(viii)) by athletes, parents/guardians, and on-duty employees;
 - iv. not allow athletes to remain on the Owned Premises outside of Class Time;
 - v. Lessee must require employees, students, and parents to self-monitor for signs and symptoms of COVID-19;
 - vi. Lessee shall require employees, students, and parents to inform Lessee of suspected exposure to COVID-19;
 - vii. not allow any employees or athletes to enter the Owned Premises if they are experiencing COVID-19 symptoms or are have been exposed to or report suspected exposure to COVID-19. If an employee or athletes has COVID-19 symptoms, has been exposed to COVID-19, or report suspected exposure to COVID-19, Lessee shall follow the Iowa Department of Public Health guidance regarding requiring employees/students to self-quarantine prior to allowing the employee or student to return to the Owned Premises and Leased Space; and
 - viii. Lessee shall be responsible for the deep cleaning and disinfecting of the Leased Space and all Common Areas at the beginning and end of each and every Class Time. The Lessee must either hire a third-party cleaning agency capable of cleaning and disinfecting against infectious diseases like COVID-19, or undertake such cleaning and disinfecting itself under a "Cleaning and Disinfecting Plan" that has previously been approved by both the Lessor and the Dubuque County Health Department. Lessee shall be solely responsible for any and all costs associated with the deep cleaning and disinfecting of the Leased Space and Common Areas. "Common Areas" is defined as the front entry of the Owned Premises, the stairs and handrails from the first floor of the Owned Premises to the Leased Space, and the elevator.
10. **Utilities.** Lessor shall pay for reasonable utility costs the Lessee consumes in its operations at the rate charged by the servicing utility company. Reasonable utility costs mean the normal utility consumption that the Lessee would use its day-to-day operations and not resulting from negligent actions or willful misconduct from the Lessee; such as, but not limited to, not reporting a running toilet or keeping the furnace thermostat higher than seventy (70) degrees Fahrenheit. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Leased Space.
11. **Monetary Default by Lessee.** Lessee shall be in default of this Lease if Lessee fails to make a payment of rent, or any other sums, when due and such failure continues for ten (10) calendar days after Lessor notifies Lessee in writing of such failure.

12. **Non-monetary Default by Lessee.** If Lessee fails to comply with any non-monetary provision of this Lease, which Lessor in its sole discretion claims to be a default hereof, Lessor shall serve written notice of such default upon Lessee, whereupon a grace period of ten (10) calendar days shall commence to run during which Lessee shall undertake and diligently pursue a cure of the default.
13. **Cure or Termination by Lessor.** In the event of any default of this Lease by Lessee, the Lessor may at any time, after giving notice (where required), cure the default for, and at the expense of, the Lessee. If Lessor is compelled to pay, or elects to pay, any sum of money or incurs any expense, the sums or expenses so paid by Lessor, with all interest, costs and damages, shall be deemed Additional Rent due from the Lessee to Lessor per Section 3, above.
- The Lessor, through action by the Dyersville City Council, shall have the right, in its sole discretion, without cause, and in addition to and not exclusive of any other remedy Lessor may have by operation of law, to terminate this Lease. Lessor shall give Lessee thirty (30) calendar days' notice of its exercise of its right of termination of this Lease. Such notice of termination shall be given to Lessee in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All prepaid rent payments received by Lessor from Lessee shall be retained by Lessor. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other. In the event of termination, Lessee shall remove the equipment in accordance with Section 4(c) hereof.
14. **Option to Terminate.** Lessee shall have the right to terminate this Lease at any time by giving written notice of intent to terminate at least thirty (30) calendar days prior to the end of the lease. Upon such termination, Lessee shall remove the equipment in accordance with Section 4(c) herein.
15. **Alteration, Damage, or Destruction.** If the Leased Space or any portion thereof is altered, damaged, or destroyed, through no fault or negligence of Lessee, so as to materially hinder effective use of the business, Lessee may elect to terminate this Lease, without paying Additional Rent to Lessor, upon thirty (30) calendar days written notice to Lessor. In such event, Lessee shall remove the equipment from the Leased Space in accordance with Section 4(c), less any alteration, damage, or destruction hindering effective use of the Leased Space. This Lease and Lessee's obligations hereunder shall terminate upon Lessee's fulfillment of Section 4(c), at which time Lessee shall be entitled to reimbursement of any prepaid rent.
16. **Mutual Indemnification.**
- a. Lessee's Indemnification. Unless resulting from negligent actions or omissions of, or willful misconduct of, Lessor, its employees, agents, or contractors, Lessee agrees to hold Lessor harmless, indemnify it, and, at Lessor's option, defend it from and against all liability, damages, losses, costs, causes of action, charges, and expenses, including reasonable attorney fees, which Lessor may sustain, incur, or be liable for arising out of or related to Lessee's use or occupancy of the Leased Space and its facilities. This is

includes but is not limited to the obligation of Lessee to defend (at Lessor's option), indemnify, and hold harmless Lessor from any and all liability, damages, losses, costs, causes of action, charges, and expenses, including attorney's fees, that arise out of or is related to potential exposure or contraction of coronavirus/COVID-19 or any other infectious disease on behalf of any Lessee employee, agent, contractor, athlete, or parent or guardian of an athlete.

- b. Lessor's Indemnification. Unless resulting from negligent actions or omissions of, or willful misconduct of, Lessee, its employees, agents, or contractors, Lessor agrees to hold Lessee harmless and indemnify it, and, at Lessee's option, defend it from and against all liability, damages, losses, costs, causes of action, charges, and expenses, including reasonable attorney fees, which Lessee may sustain, incur, or be liable for arising out of or related to Lessor's use or occupancy of the Leased Space and its facilities.
17. **Insurance.** Lessee shall provide such insurance as is required by the Insurance Schedule attached hereto as **Exhibit D.**
18. **Environmental Warranty.** Lessee agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Owned Premises in violation of any law or regulation. This paragraph shall survive the termination of this Agreement.
19. **Acceptance of Premises.** By taking possession of the Leased Space, Lessee accepts the Premises in the condition existing as of the Commencement Date. Lessor makes no representation or warranty with respect to the condition of the Leased Space and Lessor shall not be liable for any defect within the Leased Space.
20. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Lease Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law in effect on or after the date of this Agreement regardless of foreseeability; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority in effect on or after the date of this Agreement, regardless of foreseeability; (g) national or regional emergency in effect on or after the date of this Agreement, regardless of foreseeability; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within ten (10) calendar days of the Force Majeure Event to the other party, stating the period of time the occurrence is estimated to continue, understanding this estimated duration is made in good faith only and shall have no binding effect on the enforceability of this provision and is provided for informational purposes only. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are

minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of **thirty (30) calendar** days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

20. **Notices.** All notices and correspondence shall be sent to the following:

Lessor:

City of Dyersville
Attn. City Administrator
340 1st Avenue East
Dyersville, Iowa 52040

Lessee:

Moser School of Dance
Attn. Deb Moser
1413 8th Avenue SE
Dyersville, Iowa 52040

21. **Assignment of Lease by Lessee.** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Leased Space, without the prior written consent of Lessor.
22. **Binding Effect.** All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
23. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.
24. **Modifications.** This Lease may not be modified, except in writing and signed by the party against whom such modification is sought to be enforced.
25. **Attorney's Fees.** In any action on this Lease, whether at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.
26. **Non-Waiver.** Failure of Lessor or Lessee to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but each party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by one party to the other after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.
27. **Property Taxes.** If there are any personal property taxes assessed on, or any portion of such taxes attributable to, the Leased Space, Lessor and Lessee shall renegotiate this Agreement. In such event that neither party can come to a new agreement within a reasonable amount of time, this Agreement shall be immediately terminated. Lessee shall remove the equipment from the Leased Space in accordance with Section 4(c), less any alteration, damage, or destruction hindering effective use of the Leased Space. This Lease and Lessee's obligations hereunder shall terminate upon Lessee's fulfillment of Section 4(c), at which time Lessee shall be entitled to reimbursement of any prepaid rent.

28. **Headings.** The headings of this Lease are for convenience only and shall not be considered as part of the Lease for purposes of construction of the terms and conditions hereof.
29. **Miscellaneous.**
- a. Lessor and Lessee represent that each, respectively, has full right, power, and authority to execute this Lease.
 - b. This Lease shall be construed in accordance with the laws of the State of Iowa.
 - c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
 - d. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or otherwise withhold its approval or consent.
 - e. All Riders and Exhibits annexed hereto form material parts of this Agreement.
 - f. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Lease Agreement as of the day and year first above written.

LESSOR:

City of Dyersville, Iowa

By: _____
Jeff Jacque, Mayor

LESSEE:

Moser School of Dance and Gymnastics

By: _____
Debbie Moser

(Seal)

ATTEST:

By: _____
Tricia L. Maiers, City Clerk / Treasurer

EXHIBIT A**Legal Description of the Owned Premises**

East 2/3 Lot 426 and West 1/3 Lot 427 of the Original City Plat of the City of Dyersville, Dubuque County, Iowa, commonly known as the Memorial Building located at 340 1st Avenue East, Dyersville, Iowa.

EXHIBIT B

Site Plan/Legal Description of the Premises

2nd Floor of the Community Room (5,056 Square Feet), Memorial Building, 340 1st Avenue, Dyersville, Iowa.

EXHIBIT C

Equipment to be Placed on The Premises

EXHIBIT D**Insurance Schedule**

1. Any policy of insurance or certificate of insurance required hereunder shall be with a carrier authorized to do business in Iowa approved by Lessor, which approval shall not be unreasonably withheld.
2. Any policy of insurance required hereunder shall provide for a thirty-day notice to the City of any material change in coverage with respect to the activity contemplated under this Lease or any cancellation of the policy prior to its expiration date.

Lessee shall furnish to the City certificates of commercial insurance with limits that is acceptable to both parties and shall also furnish certificates of insurance from all independent contractors or subcontractors hired by Lessee or any independent contractor or subcontractor.

Coverage is to include: occurrence form, premises/operations/products/completed operations coverage, independent contractors' coverage, contractual liability, broad form property damage, personal injury, City of Dyersville named as an additional insured with thirty (30) calendar days' written notice of any material change or cancellation as provided in paragraph 2 above.

Tricia Maiers

From: Tricia Maiers
Sent: Tuesday, September 17, 2024 9:12 AM
To: 'Deb Moser'
Cc: Mick Michel
Subject: Proposed Rent 2025

Morning Debbie,

At the council meeting last night, the council approved the Bi-County Ambulance rent for the upcoming year, and as in previous years, this is the same percentage that your rent would increase. The CPI Inflation increase was 2.78%. So when your lease agreement comes due next year, your proposed rates would be Rent – \$740.02 and Spring Board Equipment – \$168.56 for a total of \$908.58. Thanks

Have a fabulous day!

Tricia L. Maiers IaCMC | IaCFO

City Clerk | Treasurer



340 1st Avenue East | Dyersville, IA 52040 | phone 563-875-7724 | fax 563-875-8238

www.cityofdyersville.com

Population 4,477

Dy

DEBBIE MOSER
1413 8th Ave. SE • Dyersville, Iowa 52040
Ph. (563) 875-2846
dmoser@iowatelecom.net

BERNITA MOSER

Members USTA, AAU, DEA

Moser
School of Dance & Gymnastics

Family Owned and Operated

12/1/24 Item 7.

CARMEN MOSER-PAYNE
206 S. Locust • Edgewood, Iowa 52042
Ph. (563) 928-6843
cpayne@windstream.net

KATTIE PAYNE-SCHULTE
LUKA MARIE SCHULTE

I am writing to again
ask permission to continue
to rent as in the past for
the 2025-2026 Season!
Hoping to sign a contract
as soon as possible to
secure a plan

Thank-You.

Debbie Moser

MOSER SCHOOL OF DANCE
AND GYMNASTICS
DEBBIE MOSER
1413 8TH AVENUE SE
DYERSVILLE, IOWA 52040
563-875-2846

Instructions in 9 Northeast Iowa Towns for over 40 years



Debbie Moser: National USTA President (1994-2012), National Technical Board, NTJA Judge 18+ years • Bernita Moser: National Ethics Commi
Certified Instructors in Gymnastics, Tap, Jazz, Hip Hop, Ballet, Modern & Aerobics for ages 3 thru adult - beginners thru elite
Safety certified - Safe Sport certified

RESOLUTION NO. 16-25
Recorder's Cover Sheet

Preparer Information:

Mick Michel, 340 1st Avenue East,
Dyersville, IA 52040
(563) 875-7724

Taxpayer Information:

Charles J. & Julie M. Arlen
19466 Clear Creek Road
New Vienna IA 52065

Return Address:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantors:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantees:

Charles J. & Julie M. Arlen
19466 Clear Creek Road
New Vienna IA 52065

Legal Description:

See Page 2

Document or instrument number if applicable:

RESOLUTION NO. 16-25

RESOLUTION APPROVING PLAT OF SURVEY OF BENN SUBDIVISION, FIFTH
ADDITION, CITY OF DYERSVILLE, DUBUQUE COUNTY IOWA.
LOT 2 IN BENN SUBDIVISION, THIRD ADDITION, DUBUQUE COUNTY, IOWA

WHEREAS, there has been filed with the City Clerk, the Plat of Survey of Benn Subdivision, Fifth Addition, City of Dyersville, Dubuque County, Iowa. Lot 2 in Benn Subdivision, Third Addition, Dubuque County, Iowa; and

WHEREAS, said plat has been found by the City Council to conform to the statutes and ordinances relating thereto; and

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

SECTION 1: That the Plat of Survey of Benn Subdivision, Fifth Addition, City of Dyersville, Dubuque County, Iowa. Lot 2 in Benn Subdivision, Third Addition, Dubuque County, Iowa, is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to endorse the approval of the City of Dyersville, Iowa, on said plat.

SECTION 2: That there are no dedications of public streets or alleys accompanying the plat.

Passed, adopted, and approved this 17th Day of February, 2025.

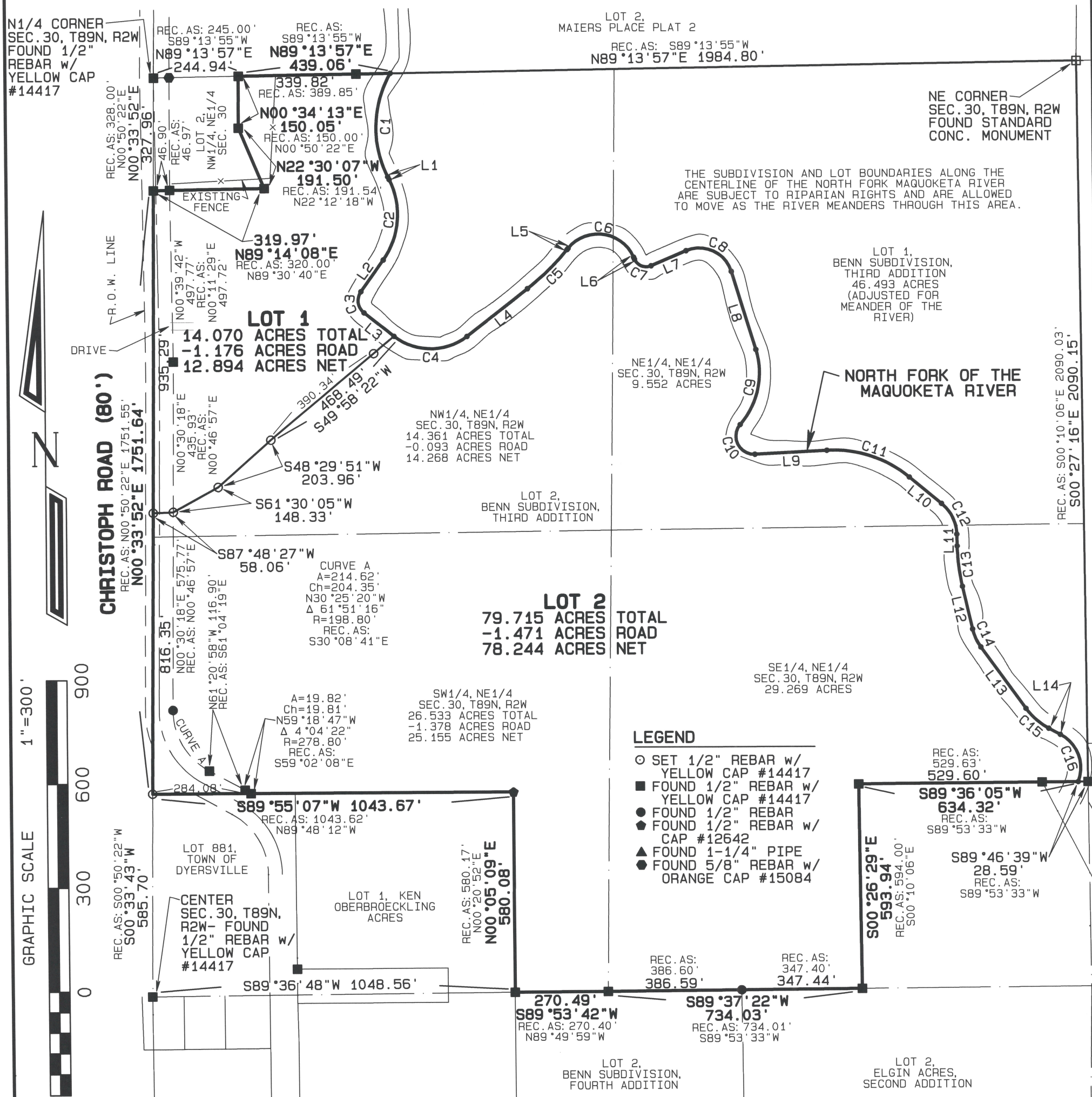
Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

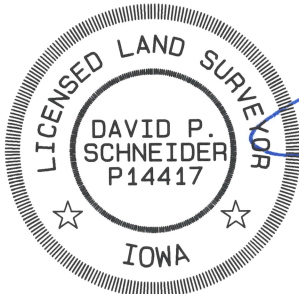
SURVEYOR: DAVID P. SCHNEIDER
SURVEYOR SCHNEIDER LAND SURVEYING
COMPANY: AND PLANNING, INC.
RETURN TO: DAVID P. SCHNEIDER
P.O.BOX 128 FARLEY, IOWA
Ph#563-744-3631 daves@yousq.net

PLAT OF SURVEY
BENN SUBDIVISION, FIFTH ADDITION,
CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA
LOT 2 IN BENN SUBDIVISION, THIRD ADDITION, DUBUQUE COUNTY, IOWA



TOTAL AREA
93.785 ACRES TOTAL
-2.647 ACRES ROAD
91.138 ACRES NET

SURVEY DESCRIPTION:
SEE SHEET 2



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

David P. Schneider P.L.S. P14417 Date:
My license renewal date is December 31, 2025.

Pages or sheets covered by this seal: SHEETS 1 AND 2

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 1550ps2024
Survey Date: 12/31/2024
Sheet: 1 of 5

**SURVEY DESCRIPTION -
BENN SUBDIVISION, FIFTH ADDITION,
CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA:
LOT 2 IN BENN SUBDIVISION, THIRD ADDITION,
DUBUQUE COUNTY, IOWA**

NOTE:
THE SUBDIVISION AND LOT BOUNDARIES ALONG THE
CENTERLINE OF THE NORTH FORK MAQUOKETA RIVER
ARE SUBJECT TO RIPARIAN RIGHTS AND ARE ALLOWED
TO MOVE AS THE RIVER MEANDERS THROUGH THIS AREA.

SEE PLAT OF SURVEY ON SHEET 1

CENTERLINE DATA NORTH FORK MAQUOKETA RIVER/ LOT LINE						
LINE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	313.60'	S01°56'58"W	318.51'	56°24'47"	301.08'	170.83'
L1	9.10'	S26°15'25"E				
C2	246.47'	S04°46'21"W	227.55'	62°03'32"	234.60'	136.89'
L2	111.81'	S35°48'06"W				
C3	67.77'	S07°51'36"E	44.47'	87°19'25"	61.40'	42.44'
L3	110.14'	S51°31'19"E				
C4	227.85'	S89°35'12"E	171.48'	76°07'46"	211.46'	134.29'
L4	223.70'	N52°20'55"E				
C5	161.85'	N46°00'33"E	731.38'	12°40'45"	161.52'	81.26'
L5	4.61'	N39°40'10"E				
C6	229.88'	S81°55'03"E	112.74'	116°49'33"	192.08'	183.35'
L6	6.21'	S23°30'17"E				
C7	57.39'	S68°16'07"E	36.73'	89°31'40"	51.72'	36.43'
L7	110.35'	N66°58'03"E				
C8	162.12'	S64°56'45"E	96.58'	96°10'23"	143.74'	107.59'
L8	236.03'	S16°51'34"E				
C9	233.77'	S12°04'00"W	231.52'	57°51'07"	223.96'	127.94'
C10	121.29'	S25°59'22"E	51.88'	133°57'51"	95.49'	122.10'
L9	207.47'	N87°01'43"E				
C11	254.78'	S71°45'53"E	344.17'	42°24'49"	249.00'	133.54'
L10	119.07'	S50°33'29"E				
C12	102.88'	S25°53'13"E	119.46'	49°20'31"	99.73'	54.87'
L11	34.79'	S01°12'57"E				
C13	118.37'	S07°00'00"E	586.26'	11°34'05"	118.16'	59.38'
L12	127.71'	S12°47'02"E				
C14	57.66'	S24°30'05"E	140.96'	23°26'06"	57.25'	29.24'
L13	218.58'	S36°13'08"E				
C15	87.87'	S48°59'25"E	197.10'	25°32'34"	87.14'	44.68'
L14	38.09'	S61°45'41"E				
C16	161.30'	S20°06'08"E	110.92'	83°19'07"	147.46'	98.68'

**PLAT OF SURVEY
BENN SUBDIVISION, FIFTH ADDITION,
CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA
LOT 2 IN BENN SUBDIVISION, THIRD ADDITION,
DUBUQUE COUNTY, IOWA**

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 1550ps2024
Survey Date: 12/31/2024
Sheet: 2 of 5

OWNER'S CONSENT

_____, Iowa _____, 2025

The foregoing plat of **BENN SUBDIVISION, FIFTH ADDITION, CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA**, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

Charles J. Arlen

Julie M. Arlen

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared Charles J. Arlen and Julie M. Arlen to me personally known, who being by me duly affirmed did say that they said Charles J. Arlen and Julie M. Arlen acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

MORTGAGE HOLDER’S ACKNOWLEDGMENT

The undersigned for _____ of _____, State of Iowa, do hereby certify that the attached plat of **BENN SUBDIVISION, FIFTH ADDITION, CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA**, is made with our free consent and in accordance with our desire as lien holder and mortgagee of the premises described herein.

Bank _____ City _____

President _____ V.P. _____

State of Iowa)
) ss:
Dubuque County)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____, and _____ respectively, of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntarily act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for said State
My Commission Expires _____

CITY OF DYERSVILLE ZONING COMMISSION

Dyersville, Iowa _____, 2025

The foregoing plat of **BENN SUBDIVISION, FIFTH ADDITION, CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA**, being within the corporate limits of the City of Dyersville is hereby approved by the Dyersville Planning and Zoning Commission and approval of said plat by the City Council of the City of Dyersville, Dubuque County, Iowa is here by recommended.

City of Dyersville Zoning Commission

By _____
Chairperson

DYERSVILLE CITY COUNCIL

Dyersville, Iowa _____, 2025

The undersigned, _____, Mayor and _____, Clerk of the City of Dyersville, Dubuque County, Iowa do hereby certify that the foregoing plat of **BENN SUBDIVISION, FIFTH ADDITION, CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA**, as appears heretofore has been filed in the Office of the City Clerk of Dyersville, Iowa and that the City Council of the City of Dyersville, Iowa approves said plat.

Mayor

City Clerk

State of Iowa)
) ss:
Dubuque County)

On this _____ day of _____, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dyersville, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution Number _____ adopted by the City Council on the _____ day of _____, 2025, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntary executed.

Notary Public in and for said State
My Commission Expires _____

COUNTY ASSESSOR

Dubuque, Iowa

The forgoing plat was reviewed in the office of the Dubuque County Assessor this _____ day of _____, 2025.

County Assessor of Dubuque County, Iowa

COUNTY AUDITOR

Dubuque, Iowa

The forgoing plat was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2025. We approve of the subdivision name or title to be recorded.

County Auditor of Dubuque County, Iowa

COUNTY RECORDER

Dubuque, Iowa

The forgoing plat has been received by the Dubuque County Recorder this _____ day of _____, 2025.

County Recorder of Dubuque County, Iowa

RESOLUTION NO. 17-25
Recorder's Cover Sheet

Preparer Information:

Mick Michel, 340 1st Avenue East,
Dyersville, IA 52040
(563) 875-7724

Taxpayer Information:

Dyersville Ready Mix Inc.
Po Box 220
Dyersville, IA 52040

Return Address:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantors:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantees:

Dyersville Ready Mix Inc.
Po Box 220
Dyersville, IA 52040

Legal Description:

See Page 2

Document or instrument number if applicable:

RESOLUTION NO. 17-25

RESOLUTION APPROVING FINAL PLAT OF WEBER PLACE PLAT 2,
DELAWARE COUNTY, IOWA
LOT 1 OF "WEBER PLACE" IN SECTION 26, BREMEN TOWNSHIP, DELAWARE
COUNTY, IOWA, AND THAT PORTION OF THE ABANDONED RAILROAD RIGHT
OF WAY AS DESCRIBED IN DEED BOOK 113, PAGE 129 IN THE OFFICE OF THE
RECORDER OF DELAWARE COUNTY, IOWA.

WHEREAS, there has been filed with the City Clerk, the Final Plat of Weber Place Plat 2, Delaware County, Iowa. Lot 1 of "Weber Place" in Section 26, Bremen Township, Delaware County, Iowa, and that portion of abandoned railroad Right of Way as described in Deed Book 113, Page 129 in the Office of the Recorder of Delaware County, Iowa; and

WHEREAS, said plat has been found by the City Council to conform to the statutes and ordinances relating thereto; and

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

SECTION 1: That the Final Plat of Weber Place Plat 2, Delaware County, Iowa. Lot 1 of "Weber Place" in Section 26, Bremen Township, Delaware County, Iowa, and that portion of abandoned railroad Right of Way as described in Deed Book 113, Page 129 in the Office of the Recorder of Delaware County, Iowa, is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to endorse the approval of the City of Dyersville, Iowa, on said plat.

SECTION 2: That there are no dedications of public streets or alleys accompanying the plat.

Passed, adopted, and approved this 17th Day of February, 2025.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

RECORDER'S INDEX

LOCATION: LOT 1 OF "WEBER PLACE" IN SECTION 26,
BREMEN TOWNSHIP, DELAWARE COUNTY,
IOWA AND THAT PORTION OF ABANDONED
RAILROAD RIGHT OF WAY AS DESCRIBED
IN DEED BOOK 113, PAGE 129,
DELAWARE COUNTY, IOWA
REQUESTOR: DYERSVILLE READY MIX, INC.
c/o ELIJAH DEMMER
PROPRIETOR: DYERSVILLE READY MIX, INC.
SURVEYOR: DAVID P. SCHNEIDER
SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING
AND PLANNING, INC.
RETURN TO: DAVID P. SCHNEIDER
P.O. BOX 128 FARLEY, IOWA
Ph#563-744-3631 daves@yousq.net

Item 9.

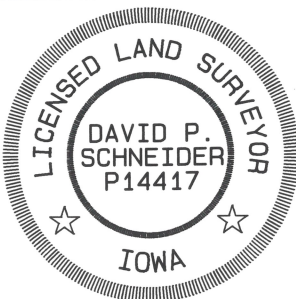
FINAL PLAT
WEBER PLACE PLAT 2, DELAWARE COUNTY, IOWA
LOT 1 OF "WEBER PLACE" IN SECTION 26, BREMEN TOWNSHIP,
DELAWARE COUNTY, IOWA, AND THAT PORTION OF ABANDONED
RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED BOOK 113,
PAGE 129 IN THE OFFICE OF THE RECORDER OF
DELAWARE COUNTY, IOWA

SEE PLAT OF SURVEY ON SHEET 2

TOTAL AREA
48.897 ACRES

SURVEY DESCRIPTION - WEBER PLACE PLAT 2, DELAWARE COUNTY, IOWA:

LOT 1 OF "WEBER PLACE" IN SECTION 26, BREMEN TOWNSHIP, DELAWARE COUNTY, IOWA AND THAT PORTION OF ABANDONED RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED BOOK 113, PAGE 129 IN THE OFFICE OF THE RECORDER OF DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF "WEBER PLACE" IN SECTION 26, BREMEN TOWNSHIP, DELAWARE COUNTY, IOWA; THENCE N89°27'02"E, 2080.69 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°32'58"E, 24.00 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE S89°27'02"W, 256.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1; THENCE S00°53'05"E, 1304.50 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHWEST CORNER OF PARCEL 2017-64 AS ILLUSTRATED ON A PLAT OF SURVEY FILED ON DECEMBER 12, 2017 IN BOOK 2017, PAGE 3378 IN THE OFFICE OF THE RECORDER OF DELAWARE COUNTY, IOWA; THENCE S00°53'38"E, 103.87 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2017-64 AND THE SOUTHERLY RIGHT OF WAY LINE OF THE ABANDONED RAILROAD PROPERTY AND THE NORTHERLY RIGHT OF WAY LINE OF VINE ROAD; THENCE N75°12'40"W, 1030.35 FEET ALONG SAID RIGHT OF WAY LINES TO THE BEGINNING OF A RIGHT OF WAY CURVE; THENCE WESTERLY AND NORTHWESTERLY, 445.82 FEET ALONG SAID CURVE HAVING A RADIUS OF 2915.00 FEET, CONCAVE TO THE NORTH, A CENTRAL ANGLE OF 8°45'46" AND A CHORD WHICH BEARS N70°51'00"W, 445.39 FEET; THENCE N66°25'41"W, 460.32 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF PARCEL "R" AS ILLUSTRATED ON A PLAT OF SURVEY FILED SEPTEMBER 12, 2006 IN BOOK 2006, PAGE 3366 IN THE OFFICE OF THE RECORDER OF DELAWARE COUNTY, IOWA; THENCE N00°32'20"W, 821.54 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 3 WEST OF THE 5th P.M., DELAWARE COUNTY, IOWA, TO THE POINT OF BEGINNING, CONTAINING 48.897 ACRES.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

David P. Schneider P.L.S. P14417

Date:

My license renewal date is December 31, 2025.

Pages or sheets covered by this seal: SHEETS 1 AND 2

SCHNEIDER
Land Surveying
&
Planning, Inc.

P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 2928

Survey Date: 12/30/2024

Sheet: 1 of 2

53

OWNER'S CONSENT

_____, Iowa

_____, 2025

The foregoing plat of **Weber Place Plat 2, Delaware County, Iowa**, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor of said real estate.

Dyersville Ready Mix, Inc.

By _____
Chad C. Thier, Secretary

State of Iowa)
) ss:
County of _____)

On this _____ day of _____, 2025, before me, a Notary Public in and for said county, personally appeared Chad C. Thier, Secretary of Dyersville Ready Mix, Inc., to me personally known, who being by me duly affirmed did say that he said Chad C. Thier, Secretary of Dyersville Ready Mix, Inc., acknowledged the execution of said instrument to be his voluntary act and deed of said company, by it and by him voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

MORTGAGE HOLDER'S ACKNOWLEDGMENT

The undersigned for _____ of _____,
State of Iowa, do hereby certify that the attached plat of **Weber Place Plat 2, Delaware County, Iowa**, is
made with our free consent and in accordance with our desire as lien holder and mortgagee of the premises
described herein.

Bank _____

City _____

President _____

V.P. _____

State of Iowa)
) ss:
County of)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____, and _____ respectively, of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntarily act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for said State
My Commission Expires

ATTORNEY'S OPINION

I, _____, a practicing attorney at law in (city)_____,
_____ County, Iowa have examined the abstract of title to the land included within **Weber
Place Plat 2, Delaware County, Iowa**; said abstract has been prepared in its entirety by the
_____ Abstract and Title Company, and was last certified to by said company on the
_____ day of _____, 2025, at the hour of _____ o'clock _M.

My examination of said abstract shows good and merchantable title on the date and hour of certification to
be in Dyersville Ready Mix, Inc. Dated at _____, Iowa in said County, this _____ day of
_____,2025.

Signature Attorney at Law

Name (printed)_____

Address_____

Phone number_____

CITY OF DYERSVILLE ZONING COMMISSION

Dyersville, Iowa _____, 2025

The foregoing plat of **Weber Place Plat 2, Delaware County, Iowa**, being within the two-mile jurisdiction of the City of Dyersville is hereby approved by the Dyersville Planning and Zoning Commission and approval of said plat by the City Council of the City of Dyersville, Iowa is here by recommended.

City of Dyersville Zoning Commission-Chairperson

DYERSVILLE CITY COUNCIL

Dyersville, Iowa _____, 2025

The undersigned, _____, Mayor and _____, Clerk of the City of Dyersville, Iowa do hereby certify that the foregoing plat of **Weber Place Plat 2, Delaware County, Iowa**, as appears heretofore has been filed in the Office of the City Clerk of Dyersville, Iowa and that the City Council of the City of Dyersville, Iowa approves said plat.

Mayor

City Clerk

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dyersville, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution Number _____ adopted by the City Council on the _____ day of _____, 2025, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntary executed.

Notary Public in the State of Iowa
My Commission Expires _____

COUNTY TREASURER

Manchester, Iowa _____, 2025

I the undersigned, _____ Treasurer of Delaware County, Iowa do hereby certify that all taxes and special assessments levied against **Weber Place Plat 2, Delaware County, Iowa**, have been paid and said real estate is free and clear of all taxes as of this date.

County Treasurer of Delaware County, Iowa

COUNTY AUDITOR

Manchester, Iowa

I, _____, Auditor of Delaware County, Iowa, pursuant to Iowa Code Sections 354.6(2) and 354.11(6), have reviewed and do hereby approve of the subdivision name or title of **Weber Place Plat 2, Delaware County, Iowa**, a subdivision in Delaware County, Iowa.

County Auditor of Delaware County, Iowa

State of Iowa)
) ss:
County of Delaware)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared _____, to me personally known, who being by me duly affirmed did say that he/she is the Auditor of Delaware County, Iowa.

Notary Public in the State of Iowa
My Commission Expires _____

RESOLUTION NO. 18-25
Recorder's Cover Sheet

Preparer Information:

Mick Michel, 340 1st Avenue East,
Dyersville, IA 52040
(563) 875-7724

Taxpayer Information:

Daniel John and Debra Ann Schulte Declaration of Trust
Daniel John and Debra Ann Schulte Trustees
3294 Floyd Road
Dyersville, IA 52040

Glen Joseph and Sandy Marie Recker
3346 Vaske Road
Dyersville, IA 52040

Return Address:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantors:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantees:

Daniel John and Debra Ann Schulte Declaration of Trust
Daniel John and Debra Ann Schulte Trustees
3294 Floyd Road
Dyersville, IA 52040

Glen Joseph and Sandy Marie Recker
3346 Vaske Road
Dyersville, IA 52040

Legal Description:

See Page 2

Document or instrument number if applicable:

RESOLUTION NO. 18-25

RESOLUTION APPROVING PLAT OF SURVEY OF: PARCEL 2025-3 & PARCEL 2025-4, OF THE EAST ½ OF THE NE1/4 OF SECTION 23, T89N, R3W OF THE 5TH P.M., IN DELAWARE COUNTY, IOWA.

WHEREAS, there has been filed with the City Clerk, the Plat of Survey of: Parcel 2025-3 and Parcel 2025-4, of the East ½ of the NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa; and

WHEREAS, said plat has been found by the City Council to conform to the statutes and ordinances relating thereto; and

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

SECTION 1: That the Plat of Survey of: Parcel 2025-3 and Parcel 2025-4, of the East ½ of the NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa, is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to endorse the approval of the City of Dyersville, Iowa, on said plat.

SECTION 2: That there are no dedications of public streets or alleys accompanying the plat.

Passed, adopted, and approved this 17th Day of February, 2025.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

INDEX LEGEND

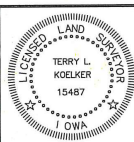
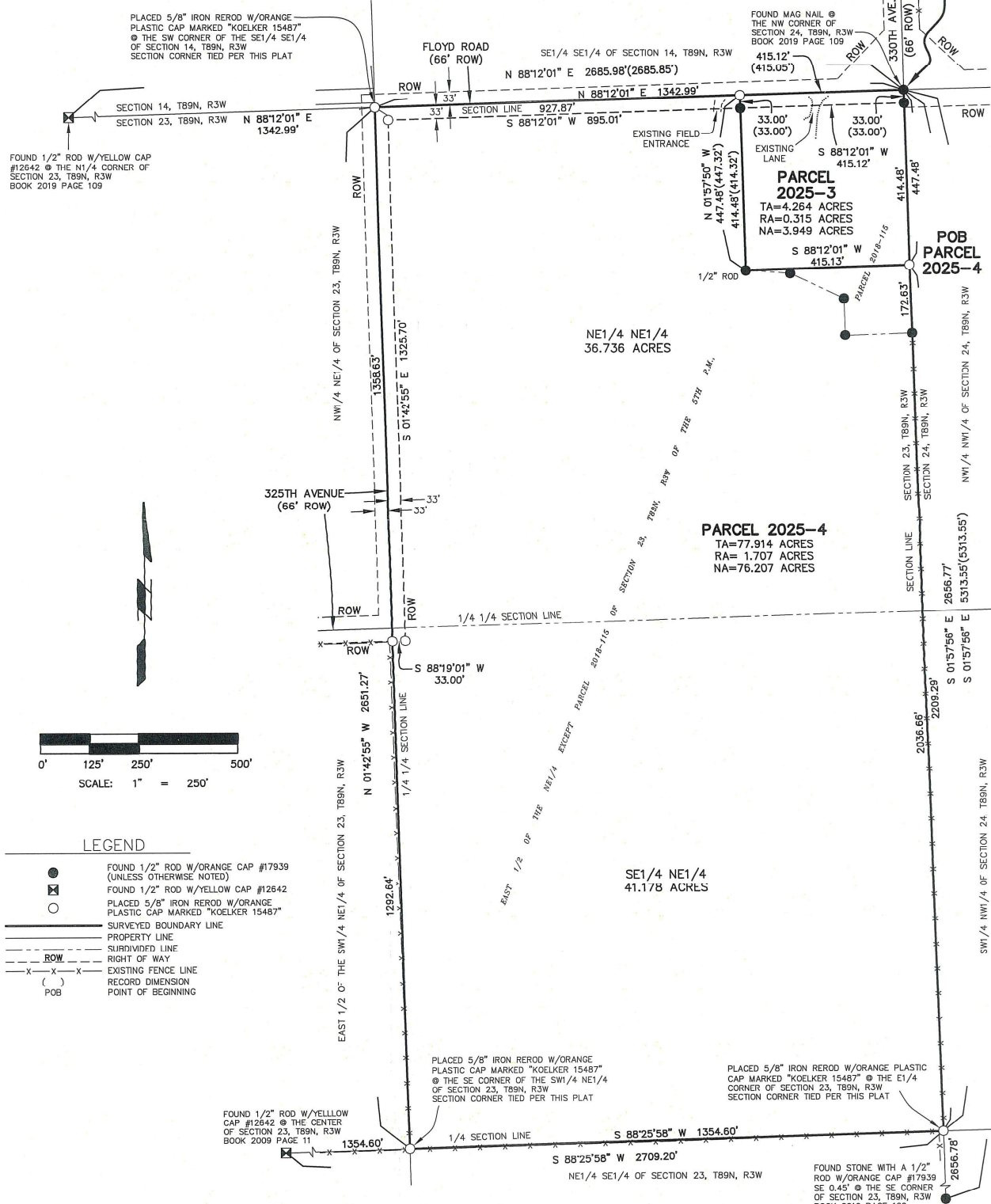
Location: Parcel 2025-3 & Parcel 2025-4 of the East 1/2 of the NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa
 Requestor: Daniel Schulte
 Proprietor of: Parcel 2018-115 in the NE1/4 NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa
 Daniel John Schulte and Debra Ann Schulte, Trustees of the Daniel John Schulte and Debra Ann Schulte Declaration of Trust dated November 19, 2024
 3294 Floyd Rd., Dyersville, IA 52040
 Proprietor of: the East 1/2 of the NE1/4 except Parcel 2018-115 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa
 Glen Joseph & Sandy Marie Recker 3346 Vaske Rd. Dyersville, IA 52040
 Surveyor: Terry L. Koelker
 Company: Buesing & Associates, Inc.
 1212 Locust St., Dubuque, IA 52001
 Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES 1212 LOCUST STREET, DUBUQUE, IOWA

Item 10.

NOTE
 THIS SURVEY IS COMPRISED OF: PARCEL 2018-115 IN THE NE1/4 NE1/4 AND THE EAST 1/2 OF THE NE1/4 EXCEPT PARCEL 2018-115, ALL OF SECTION 23, T89N, R3W OF THE 5TH P.M., IN DELAWARE COUNTY, IOWA

Plat of Survey of: PARCEL 2025-3 & PARCEL 2025-4, of the East 1/2 of the NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
 TERRY L. KOELKER
 LICENSE NUMBER 15487
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
 SHEETS COVERED BY THIS SEAL: SHEETS 1 & 2

BUESING
 ASSOCIATES, INC.
 ENGINEERS AND SURVEYORS
 1212 LOCUST ST., DUBUQUE, IA
 (563) 556-4389

DRAWN BY: JCH CHECKED BY: TLK
 SURVEY DATE: 12/10/2024 PLOT DATE: 1/23/2025
 DWG. NO. 24359-01 SCALE: 1" = 250'

SHEET 1 OF 3

Surveyor's Certificate

I, Terry L. Koelker, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Comprised of: Parcel 2018-115 in the NE1/4 NE1/4 and the East 1/2 of the NE1/4 except parcel 2018-115, all of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa.

Parcel 2025-3

Commencing at the Northwest corner of Section 24, T89N, R3W of the 5th P.M., in Delaware County, Iowa, said point being the Point of Beginning;

Thence South 01° 57' 56" East (bearing is based from NAD 83, Zone 1401, Iowa North Coordinate System) along the West line of said Section 24, a distance of 447.48 feet;

Thence South 88° 12' 01" West a distance of 415.13 feet to the West line of the Original Parcel 2018-115 in the NE1/4 NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa;

Thence North 01° 57' 50" West along the West line of said Original Parcel 2018-115, a distance of 447.48 feet to the South line of the SE1/4 SE1/4 of Section 14, T89N, R3W of the 5th P.M., in Delaware County, Iowa;

Thence North 88° 12' 01" East along the South line of said SE1/4 SE1/4, a distance of 415.12 to the Point of Beginning;

Parcel 2025-4

Commencing at the Northwest corner of Section 24, T89N, R3W of the 5th P.M., in Delaware County, Iowa;

Thence South 01° 57' 56" East along the West line of said Section 24, a distance of 447.48 feet, said point being the Point of Beginning;

Thence continuing South 01° 57' 56" East (bearing is based from NAD 83, Zone 1401, Iowa North Coordinate System) along the West line of said Section 24, a distance of 2209.29 feet to the East 1/4 corner of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa;

Thence South 88° 25' 58" West along the North line of the SE1/4 of said Section 23, a distance of 1354.60 feet to the SE corner of the SW1/4 NE1/4 of said Section 23;

Thence North 01° 42' 55" West along the East line of said SW1/4 NE1/4 and along the East line of the NW1/4 NE1/4 of said Section 23, a distance of 2651.27 feet to the SW corner of the SE1/4 SE1/4 of Section 14, T89N, R3W of the 5th P.M., in Delaware County, Iowa;


Thence North 88° 12' 01" East along the South line of said SE1/4 SE1/4, a distance of 927.87 feet to the West line of the Original Parcel 2018-115 in the NE1/4 NE1/4 of said Section 23;


Thence South 01° 57' 50" East along the West line of said Original Parcel 2018-115, a distance of 447.48 feet;

Thence North 88° 12' 01" East a distance of 415.13 feet to the Point of Beginning;

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as Plat of Survey of: **PARCEL 2025-3 & PARCEL 2025-4**, of the East 1/2 of the NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa.

Total area of **PARCEL 2025-3** is 4.264 acres, with the ROW area being 0.315 acres. Total area of **PARCEL 2025-4** is 77.914 acres, with the ROW area being 1.707 acres. The surveyed Lot area is, more or less, and is subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate.

BY: 
Terry L. Koelker
Licensed Land Surveyor
License No. 15487


Date
License Renewal Date: 12/31/25

City of Dyersville Planning and Zoning Commission

Dyersville, Iowa _____, 2025

The foregoing Plat of Survey of: **PARCEL 2025-3 & PARCEL 2025-4**, of the East 1/2 of the NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa, being within 2 miles of the corporate limits of the City of Dyersville is hereby approved by the Dyersville Planning and Zoning Commission and approval of said plat by the City Council of the City of Dyersville, Delaware County, Iowa is here by recommended.

City of Dyersville Planning and Zoning Commission

Chairperson

City of Dyersville, Iowa

Dyersville, Iowa _____, 2025

The undersigned, Mayor, and Clerk, of the City of Dyersville, Iowa, do hereby certify that the foregoing Plat of Survey of: **PARCEL 2025-3 & PARCEL 2025-4**, of the East 1/2 of the NE1/4 of Section 23, T89N, R3W of the 5th P.M., in Delaware County, Iowa, as appears heretofore, has been filed in the Office of the City Clerk of Dyersville, Iowa and that the City Council of the City of Dyersville, Iowa approves said plat.

Mayor of the City of Dyersville, IA

Clerk of the City of Dyersville, IA

RESOLUTION NO. 19-25
Recorder's Cover Sheet

Preparer Information:

Mick Michel, 340 1st Avenue East,
Dyersville, IA 52040
(563) 875-7724

Taxpayer Information:

Lammers Family Revocable Trust
Bernard J. and Inez M. Lammers Co-Trustees
3327 Floyd Road
Dyersville, IA 52040

Return Address:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantors:

City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantees:

Lammers Family Revocable Trust
Bernard J. and Inez M. Lammers Co-Trustees
3327 Floyd Road
Dyersville, IA 52040

Legal Description:

See Page 2

Document or instrument number if applicable:

RESOLUTION NO. 19-25

RESOLUTION APPROVING FINAL PLAT OF: PARCEL 2025-5, PARCEL 2025-6 & PARCEL 2025-7, OF THE SOUTH ½ OF THE SW1/4 EXCEPT PARCEL 2015-60 OF SECTION 13, T89N, R3W OF THE 5TH P.M., IN DELAWARE COUNTY, IOWA.

WHEREAS, there has been filed with the City Clerk, the Final Plat of: Parcel 2025-5, Parcel 2025-6 & Parcel 2025-7, of the South ½ of the SW1/4 except Parcel 2015-60 of Section 13, T89N, R3W of the 5th P.M., in Delaware County, Iowa; and

WHEREAS, said plat has been found by the City Council to conform to the statutes and ordinances relating thereto; and

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

SECTION 1: That the Final Plat of: Parcel 2025-5, Parcel 2025-6 & Parcel 2025-7, of the South ½ of the SW1/4 except Parcel 2015-60 of Section 13, T89N, R3W of the 5th P.M., in Delaware County, Iowa, is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to endorse the approval of the City of Dyersville, Iowa, on said plat.

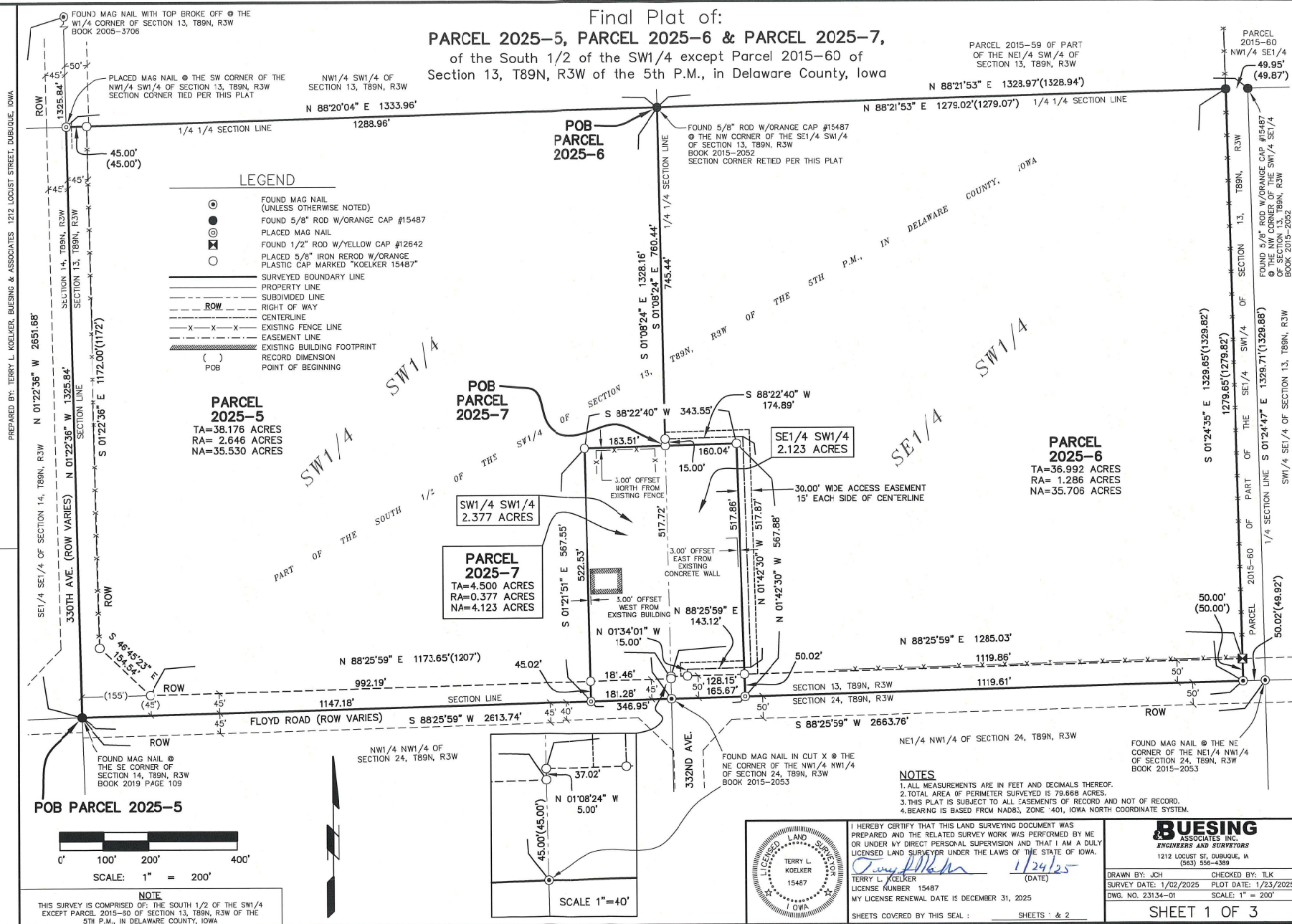
SECTION 2: That there are no dedications of public streets or alleys accompanying the plat.

Passed, adopted, and approved this 17th Day of February, 2025.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk



Surveyor's Certificate

I, Terry L. Koelker, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Comprised of: the South 1/2 of the SW1/4 except Parcel 2015-60 of Section 13, T89N, R3W of the 5th P.M., in Delaware County, Iowa.

Parcel 2025-5

Commencing at the Southeast corner of Section 14, T89N, R3W of the 5th P.M., in Delaware County, Iowa, said point being the Point of Beginning;

Thence North 01° 22' 36" West (bearing is based from NAD 83, Zone 1401, Iowa North Coordinate System) along the East line of said Section 14, a distance of 1325.84 feet to the SW corner of the NW1/4 SW1/4 of Section 13, T89N, R3W of the 5th P.M., in Delaware County, Iowa;

Thence North 88° 20' 04" East along the South line of said NW1/4 SW1/4, a distance of 1333.96 feet to the NW corner of the SE1/4 SW1/4 of said Section 13;

Thence South 01° 08' 24" East along the West line of said SE1/4 SW1/4, a distance of 760.44 feet;

Thence South 88° 22' 40" West a distance of 183.51 feet;

Thence South 01° 21' 51" East a distance of 567.55 feet to the North line of the NW1/4 NW1/4 of Section 24, T89N, R3W of the 5th P.M., in Delaware County, Iowa;

Thence South 88° 25' 59" West along the North line of said NW1/4 NW1/4, a distance of 1147.18 feet to the Point of Beginning.

Parcel 2025-6

Commencing at the SW corner of Parcel 2015-59 of part of the NE1/4 SW1/4 of Section 13, T89N, R3W of the 5th P.M., in Delaware County, Iowa, said point being the Point of Beginning;

Thence North 88° 21' 53" East (bearing is based from NAD 83, Zone 1401, Iowa North Coordinate System) along the South line of said Parcel 2015-59, a distance of 1279.02 feet to the West line of Parcel 2015-60 of part of the SE1/4 SW1/4 of said Section 13;

Thence South 01° 24' 35" East along the West line of said Parcel 2015-60, a distance of 1329.65 feet to the North line of the NE1/4 NW1/4 of Section 24, T89N, R3W of the 5th P.M., in Delaware County, Iowa;

Thence South 88° 25' 59" West along the North line of said NE1/4 NW1/4, a distance of 1119.61 feet;

Thence North 01° 42' 30" West a distance of 567.88 feet;

Thence South 88° 22' 40" West a distance of 160.04 feet to the West line of the SE1/4 SW1/4 of said Section 13;

Thence North 01° 08' 24" West along the West line of said SE1/4 SW1/4, a distance of 760.44 feet to the Point of Beginning.

Parcel 2025-7

Commencing at the NW corner of the SE1/4 SW1/4 of said Section 13, T89N, R3W of the 5th P.M., in Delaware County, Iowa;

Thence South 01° 08' 24" East along the West line of said SE1/4 SW1/4, a distance of 760.44 feet to the Point of Beginning;

Thence North 88° 22' 40" East a distance of 160.04 feet;

Thence South 01° 42' 30" East a distance of 567.88 feet to the North line of the NE1/4 NW1/4 of Section 24, T89N, R3W of the 5th P.M., in Delaware County, Iowa;

Thence South 88° 25' 59" West along the North line of said NE1/4 NW1/4 and along the North line of the NW1/4 NW1/4 of said Section 24, a distance of 346.95 feet;

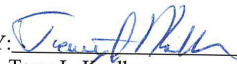
Thence North 01° 21' 51" West a distance of 567.55 feet;

Thence North 88° 22' 40" East a distance of 183.51 feet to the Point of Beginning.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as Final Plat of: **PARCEL 2025-5, 2025-6 & PARCEL 2025-7**, of the South 1/2 of the SW1/4 except Parcel 2015-60 of Section 13, T89N, R3W of the 5th P.M., in Delaware County, Iowa.

Total area of **PARCEL 2025-5** is 38.176 acres, with the ROW area being 2.646 acres. Total area of **PARCEL 2025-6** is 36.992 acres, with the ROW area being 1.286 acres. Total area of **PARCEL 2025-7** is 4.500 acres, with the ROW area being 0.377 acres. The surveyed Lot area is, more or less, and is subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate.

BY:


Terry L. Koelker
Licensed Land Surveyor
License No. 15487


Date

License Renewal Date: 12/31/25

City of Dyersville

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

Treasurer's Report

December, 2024

Bank balance	Petty Cash	General Checking	Community Savings Bank	Flex Spending Savings	Fidelity Bank HRA Checking	Fidelity Bank Police Forfeiture	Library Trust	TOTAL
Account #'s	001-1-100	001-1-102 1-103	001-1-1105	001-1-112	001-1-1140	128-1-1104	002-1-110	
Balance per bank (Ending Balance)	\$ 100.00	\$ 3,257,680.86	\$ 99,251.32	\$ 8,185.00	\$ 8,184.85	\$ 4,098.65	\$ 112,777.59	\$ 3,490,278.27
Outstanding Deposits		\$ 2,358.31						\$ 2,358.31
Outstanding Other		\$ (26,399.48)						\$ (26,399.48)
Adjustment		\$ (1,028.89)		\$ 138.70			\$ (22.01)	\$ (912.20)
Outstanding Checks		\$ (933.65)						\$ (933.65)
BANK BALANCE	\$ 100.00	\$ 3,231,677.15	\$ 99,251.32	\$ 8,323.70	\$ 8,184.85	\$ 4,098.65	\$ 112,755.58	\$ 3,464,391.25
Difference Bank / Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund:								
001 - General		\$ 367,505.55	\$ 72,246.29	\$ 17,513.42	\$ 8,184.85			\$ 465,450.11
002 - Library Trust		\$ (14,831.64)					\$ 112,755.58	\$ 97,923.94
110 - Road Use Tax		\$ 463,970.71		\$ (1,696.35)				\$ 462,274.36
112 - Trust & Agency		\$ 49,436.00						\$ 49,436.00
121 - Local Option Tax Reserve		\$ 983,915.73	\$ 27,005.03					\$ 1,010,920.76
128 - CDBG / Flood		\$ (592,423.91)				\$ 4,098.65		\$ (588,325.26)
135 - Dyersville TIF District		\$ 4,296,790.25						\$ 4,296,790.25
200 - Debt Service		\$ 1,360,093.66						\$ 1,360,093.66
301 - Capital Improvements		\$ (2,583,897.13)						\$ (2,583,897.13)
600 - Water	\$ 100.00	\$ (1,650,763.23)		\$ (2,222.53)				\$ (1,652,885.76)
601 - Water Sinking Fund		\$ 1,147,685.73						\$ 1,147,685.73
602 - Water Capital		\$ 118,607.45						\$ 118,607.45
610 - Sewer		\$ 2,288,219.47		\$ (3,695.80)				\$ 2,284,523.67
611 - Sewer Sinking		\$ (1,137,007.03)						\$ (1,137,007.03)
612 - Sewer Capital		\$ (1,768,087.08)						\$ (1,768,087.08)
670 - Solid Waste		\$ (97,537.38)		\$ (1,575.04)				\$ (99,112.42)
FUND BALANCE	\$ 100.00	\$ 3,231,677.15	\$ 99,251.32	\$ 8,323.70	\$ 8,184.85	\$ 4,098.65	\$ 112,755.58	\$ 3,464,391.25



Dyersville, IA

Bank Statement Register

Item 12.

POOLED CASH-FIDELITY

Period 12/1/2024 - 12/31/2024

Packet: BRPKT00214

Bank Statement

General Ledger

Beginning Balance	3,248,939.66	Account Balance	3,136,358.54
Plus Debits	536,899.81	Less Outstanding Debits	2,734.34
Less Credits	624,506.11	Plus Outstanding Credits	27,709.16
Adjustments	0.00	Adjustments	0.00
Ending Balance	3,161,333.36	Adjusted Account Balance	3,161,333.36

Statement Ending Balance	3,161,333.36
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

999-1-1030-000

POOLED CASH-FIDELITY

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
12/02/2024	DEP0007969	001075 Insite	Mastercard -	CLPKT01836 BG:OP	673.74
12/02/2024	DEP0007969			CLPKT01836 BG:Daily Deposit	3,244.66
12/02/2024	DEP0007969			CLPKT01836 BG:Credit Card	200.00
12/02/2024	DEP0007969	001076 Insite	Mastercard -	CLPKT01836 BG:OP	229.00
12/02/2024	DEP0007969	001078 Insite	Visa - Insite	CLPKT01836 BG:OP	360.26
12/02/2024	DEP0007969	001077 Insite	Visa - Insite	CLPKT01836 BG:OP	216.38
12/02/2024	DEP0007969	001074 Insite	Visa - Insite	CLPKT01836 BG:OP	452.31
12/03/2024	DEP0007975	001079 Insite	Visa - Insite	CLPKT01837 BG:OP	60.16
12/03/2024	DEP0007975	001078 Insite	Mastercard -	CLPKT01837 BG:OP	801.94
12/03/2024	DEP0007975	001080 Insite	Mastercard -	CLPKT01837 BG:OP	911.50
12/03/2024	DEP0007975			CLPKT01837 BG:Daily Deposit	7,949.45
12/03/2024	DEP0007975	000529 Point Of Sale	Open Edge	CLPKT01837 BG:Credit Card	406.24
12/04/2024	DEP0007978	001081 Insite	Mastercard -	CLPKT01838 BG:OP	1,514.29
12/04/2024	DEP0007978	001080 Insite	Mastercard -	CLPKT01838 BG:OP	825.86
12/04/2024	DEP0007978	000531 Point Of Sale	Open Edge	CLPKT01838 BG:Credit Card	1.00
12/04/2024	DEP0007978			CLPKT01838 BG:State of Iowa	226.17
12/04/2024	DEP0007978	000530 Point Of Sale	Open Edge	CLPKT01838 BG:Credit Card	153.26
12/04/2024	DEP0007978			CLPKT01838 BG:Credit Card	200.00
12/04/2024	DEP0007978			CLPKT01838 BG:Daily Deposit	5,939.22
12/05/2024	DEP0007981	001082 Insite	Mastercard -	CLPKT01839 BG:OP	755.68
12/05/2024	DEP0007981	001081 Insite	Visa - Insite	CLPKT01839 BG:OP	192.32
12/05/2024	DEP0007981	000531 Point Of Sale	Open Edge	CLPKT01839 BG:Credit Card	67.13
12/05/2024	DEP0007981			CLPKT01839 BG:Daily Deposit	2,630.46
12/06/2024	DEP0007990			CLPKT01840 BG:Daily Deposit	6,982.51
12/06/2024	DEP0007990	001084 Insite	Mastercard -	CLPKT01840 BG:OP	910.11

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
12/06/2024	DEP0007990	001082 Insite	Visa - Insite	CLPKT01840 BG:OP	316.00
12/06/2024	DEP0007990	001083 Insite	Visa - Insite	CLPKT01840 BG:OP	1,714.83
12/06/2024	DEP0007990	001085 Insite	Mastercard -	CLPKT01840 BG:OP	489.51
12/06/2024	DEP0007990	001086 Insite	Visa - Insite	CLPKT01840 BG:OP	211.66
12/09/2024	DEP0007996	001086 Insite	Visa - Insite	CLPKT01841 BG:OP	110.66
12/09/2024	DEP0007996			CLPKT01841 BG:Daily Deposit	14,660.57
12/10/2024	DEP0008002	001087 Insite	Mastercard -	CLPKT01842 BG:OP	1,691.55
12/10/2024	DEP0008002	001086 Insite	Mastercard -	CLPKT01842 BG:OP	200.00
12/10/2024	DEP0008002			CLPKT01842 BG:Daily Deposit	4,422.49
12/11/2024	DEP0008005			CLPKT01843 BG:Daily Deposit	9,703.99
12/11/2024	DEP0008005	000532 Point Of Sale	Open Edge	CLPKT01843 BG:Credit Card	271.98
12/11/2024	DEP0008005			CLPKT01843 BG:State of Iowa	1,940.49
12/11/2024	DEP0008005	001087 Insite	Mastercard -	CLPKT01843 BG:OP	102.19
12/12/2024	DEP0008015	001089 Insite	Discover - Ins	CLPKT01845 BG:OP	344.21
12/12/2024	DEP0008015			CLPKT01845 BG:Daily Deposit	6,140.22
12/12/2024	DEP0008015	001088 Insite	Visa - Insite	CLPKT01845 BG:OP	114.26
12/12/2024	DEP0008015	000533 Point Of Sale	Open Edge	CLPKT01845 BG:Credit Card	116.69
12/13/2024	DEP0008018	000534 Point Of Sale	Open Edge	CLPKT01846 BG:Credit Card	99.38
12/13/2024	DEP0008018	001090 Insite	Mastercard -	CLPKT01846 BG:OP	103.04
12/13/2024	DEP0008018	001089 Insite	Mastercard -	CLPKT01846 BG:OP	222.52
12/13/2024	DEP0008018	000533 Point Of Sale	Open Edge	CLPKT01846 BG:Credit Card	237.38
12/13/2024	DEP0008018			CLPKT01846 BG:Daily Deposit	5,583.04
12/16/2024	DEP0008024	001093 Insite	Mastercard -	CLPKT01848 BG:OP	476.36
12/16/2024	DEP0008024	001092 Insite	Mastercard -	CLPKT01848 BG:OP	1,543.96
12/16/2024	DEP0008024	001091 Insite	Mastercard -	CLPKT01848 BG:OP	102.19
12/16/2024	DEP0008024	000535 Point Of Sale	Open Edge	CLPKT01848 BG:Credit Card	57.13
12/16/2024	DEP0008024	001090 Insite	Mastercard -	CLPKT01848 BG:OP	422.26
12/16/2024	DEP0008024			CLPKT01848 BG:Daily Deposit	15,799.43
12/17/2024	DEP0008036	001094 Insite	Mastercard -	CLPKT01850 BG:OP	225.94
12/17/2024	DEP0008036	001093 Insite	Mastercard -	CLPKT01850 BG:OP	302.17
12/17/2024	DEP0008036			CLPKT01850 BG:Daily Deposit	3,688.09
12/18/2024	DEP0008040			CLPKT01851 BG:Daily Deposit	5,012.45
12/18/2024	DEP0008040	001096 Insite	Discover - Ins	CLPKT01851 BG:OP	1,014.81
12/18/2024	DEP0008040	001095 Insite	Mastercard -	CLPKT01851 BG:OP	82.69
12/18/2024	DEP0008040	001094 Insite	Visa - Insite	CLPKT01851 BG:OP	290.10
12/19/2024	DEP0008043			CLPKT01852 BG:Daily Deposit	3,992.27
12/19/2024	DEP0008043	001097 Insite	Mastercard -	CLPKT01852 BG:OP	567.33
12/19/2024	DEP0008043	000536 Point Of Sale	Open Edge	CLPKT01852 BG:Credit Card	147.26
12/19/2024	DEP0008043	001096 Insite	Visa - Insite	CLPKT01852 BG:OP	34.60
12/20/2024	DEP0008045			ACH Draft Packet UBPKT02121	148,336.10
12/20/2024	DEP0008048	001098 Insite	Mastercard -	CLPKT01853 BG:OP	2,654.81
12/20/2024	DEP0008048			CLPKT01853 BG:Daily Deposit	11,151.56
12/20/2024	DEP0008048	001097 Insite	Mastercard -	CLPKT01853 BG:OP	574.15
12/20/2024	DEP0008052	001098 Insite	Mastercard -	CLPKT01854 BG:OP	533.58
12/20/2024	DEP0008052			CLPKT01854 BG:Credit Card	400.00

Cleared Deposits

Item 12.

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
12/23/2024	DEP0008058	001101 Insite	Mastercard -	CLPKT01855 BG:OP	214.85
12/23/2024	DEP0008058	001098 Insite	Visa - Insite	CLPKT01855 BG:OP	853.02
12/23/2024	DEP0008058	001100 Insite	Mastercard -	CLPKT01855 BG:OP	184.88
12/23/2024	DEP0008058	000537 Point Of Sale	Open Edge	CLPKT01855 BG:Credit Card	493.78
12/23/2024	DEP0008058			CLPKT01855 BG:Daily Deposit	15,304.51
12/23/2024	DEP0008058	001099 Insite	Mastercard -	CLPKT01855 BG:OP	396.96
12/23/2024	DEP0008061			Utility Reverse Payment Packet UBPKT0	-223.76
12/23/2024	DEP0008092			Utility Reverse Payment Packet UBPKT0	-279.44
12/26/2024	DEP0008064	000538 Point Of Sale	Open Edge	CLPKT01856 BG:Credit Card	57.13
12/26/2024	DEP0008064			CLPKT01856 BG:Daily Deposit	4,901.17
12/26/2024	DEP0008064	001102 Insite	Mastercard -	CLPKT01856 BG:OP	47.10
12/26/2024	DEP0008064	001104 Insite	Mastercard -	CLPKT01856 BG:OP	153.26
12/26/2024	DEP0008064	001103 Insite	Visa - Insite	CLPKT01856 BG:OP	467.05
12/26/2024	DEP0008064	001101 Insite	Mastercard -	CLPKT01856 BG:OP	151.89
12/27/2024	DEP0008067			CLPKT01857 BG:Daily Deposit	1,704.99
12/27/2024	DEP0008067	001105 Insite	Mastercard -	CLPKT01857 BG:OP	302.05
12/27/2024	DEP0008067	000539 Point Of Sale	Open Edge	CLPKT01857 BG:Credit Card	58.87
12/27/2024	DEP0008067	001104 Insite	Mastercard -	CLPKT01857 BG:OP	337.14
12/30/2024	DEP0008070	001106 Insite	Visa - Insite	CLPKT01858 BG:OP	190.88
12/30/2024	DEP0008070			CLPKT01858 BG:Daily Deposit	962.16
12/30/2024	DEP0008070	001105 Insite	Mastercard -	CLPKT01858 BG:OP	377.13
12/31/2024	DEP0008073			CLPKT01859 BG:Daily Deposit	893.63
12/31/2024	DEP0008128			CLPKT01873 BG:State of Iowa	131,760.15
12/31/2024	DEP0008128			CLPKT01873 BG:Dubuque Cnty Treasur	54,385.59
12/31/2024	DEP0008128			CLPKT01873 BG:Delaware Cnty Treasu	10,307.55
Total Cleared Deposits (95)					506,112.09

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
04/16/2024	22189	Check	Madison Morgan	-12.85
10/21/2024	22341	Check	WILSON, KATHY J	-170.00
11/18/2024	22358	Check	BLACK HILLS ENERGY	-540.93
11/18/2024	22364	Check	IOWA STATE UNIVERSITY	-175.00
11/26/2024	22374	Check	POSTMASTER	-855.12
12/02/2024	22375	Check	ALLIANT ENERGY	-917.52
12/02/2024	22376	Check	BOOMERANG CORP	-5,016.92
12/02/2024	22377	Check	DYERSVILLE AREA CHAMBER OF COMMERC	-150.00
12/02/2024	22378	Check	MAQUOKETA VALLEY ELECTRIC COOP	-3,793.77
12/02/2024	22379	Check	SECRETARY OF STATE	-30.00
12/02/2024	22380	Check	WINDSTREAM	-425.33
12/16/2024	22381	Check	ALLIANT ENERGY	-14,259.44
12/16/2024	22382	Check	AMAZON	-1,302.09
12/16/2024	22383	Check	BLACK HILLS ENERGY	-1,814.04

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
12/16/2024	22384	Check	CENGAGE LEARNING	-275.13
12/16/2024	22385	Check	DUBUQUE COUNTY TREASURER	-6,458.00
12/16/2024	22386	Check	DYERSVILLE AREA CHAMBER OF COMMERC	-63,000.00
12/16/2024	22387	Check	DYERSVILLE INDUSTRIES INC	-7,500.00
12/16/2024	22388	Check	DYERSVILLE YOUNG PROFESSIONALS	-45.00
12/16/2024	22390	Check	MAQUOKETA VALLEY ELECTRIC COOP	-100.00
12/16/2024	22391	Check	O SO GOOD WINERY	-31.78
12/16/2024	22392	Check	POSTMASTER	-56.00
12/16/2024	22393	Check	WINDSTREAM	-127.83
12/17/2024	22396	Check	Jason Curtis	-9.13
12/17/2024	22397	Check	Kelsey Siddell	-105.31
Total Cleared Checks (25)				-107,171.19

Cleared Other

Item Date	Reference	Item Type	Description	Amount
06/30/2019	1	Miscellaneous	Credit Card payment	-19.10
06/30/2019	1	Miscellaneous	Credit Card payment	19.10
03/06/2023	APA003188	AP Automation	TENNIS SERVICES OF IOWA	-16,750.00
11/01/2024	DFT0003354	Bank Draft	IPERS	-3,429.47
11/01/2024	DFT0003355	Bank Draft	IPERS	-1,736.02
11/01/2024	DFT0003356	Bank Draft	TREASURER STATE OF IOWA	-1,063.74
11/01/2024	DFT0003360	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.93
11/08/2024	DFT0003364	Bank Draft	IPERS	-3,421.09
11/08/2024	DFT0003365	Bank Draft	IPERS	-1,637.09
11/08/2024	DFT0003366	Bank Draft	TREASURER STATE OF IOWA	-1,024.91
11/08/2024	DFT0003370	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.92
11/15/2024	DFT0003377	Bank Draft	IPERS	-3,452.13
11/15/2024	DFT0003378	Bank Draft	IPERS	-1,624.93
11/15/2024	DFT0003379	Bank Draft	TREASURER STATE OF IOWA	-1,027.89
11/15/2024	DFT0003383	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.92
11/19/2024	DFT0003371	Bank Draft	TREASURER STATE OF IOWA	-4,711.74
11/19/2024	DFT0003372	Bank Draft	TREASURER STATE OF IOWA	-2,227.18
11/22/2024	DFT0003388	Bank Draft	IPERS	-3,407.46
11/22/2024	DFT0003389	Bank Draft	IPERS	-1,897.85
11/22/2024	DFT0003390	Bank Draft	TREASURER STATE OF IOWA	-1,111.67
11/22/2024	DFT0003394	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.93
11/29/2024	DFT0003395	Bank Draft	EMPOWER	-850.00
11/29/2024	DFT0003396	Bank Draft	IPERS	-3,408.47
11/29/2024	DFT0003397	Bank Draft	IPERS	-1,696.41
11/29/2024	DFT0003398	Bank Draft	TREASURER STATE OF IOWA	-1,103.12
11/29/2024	DFT0003402	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-94.66
11/30/2024	1	Miscellaneous	Flex Spending Deposit	517.00
12/02/2024	Interest	Miscellaneous	CSG0222R Bond Payment	-3,788.75

Item Date	Reference	Item Type	Description	Amount
12/02/2024	APA006646	AP Automation	ACE HARDWARE	-87.38
12/02/2024	APA006647	AP Automation	BIG WHEELS REPAIR LLC	-1,232.95
12/02/2024	APA006648	AP Automation	BRUNSMAN, JANET	-100.00
12/02/2024	APA006649	AP Automation	CAPITAL SANITARY SUPPLY	-92.68
12/02/2024	APA006650	AP Automation	CARQUEST AUTO PARTS	-2.56
12/02/2024	APA006651	AP Automation	COMMUNICATIONS ENGINEERING COMPAN	-2,350.00
12/02/2024	APA006652	AP Automation	CRESCENT ELECTRIC SUPPLY	-12,420.32
12/02/2024	APA006653	AP Automation	DAKOTA SUPPLY GROUP	-1,575.67
12/02/2024	APA006654	AP Automation	EQUIPMENT MANAGEMENT COMPANYTY	-2,641.00
12/02/2024	APA006655	AP Automation	FELDMANN, ROGER	-225.00
12/02/2024	APA006656	AP Automation	FIRE SERVICE TRAINING BUREAU	-450.00
12/02/2024	APA006657	AP Automation	FLAMMANG JEWELRY	-1,780.00
12/02/2024	APA006658	AP Automation	GIANT WASH	-78.95
12/02/2024	APA006659	AP Automation	HEARTLAND BUSINESS SYSTEMS LLC	-146.25
12/02/2024	APA006660	AP Automation	J & R SUPPLY	-400.00
12/02/2024	APA006661	AP Automation	J P COOKE CO	-104.95
12/02/2024	APA006662	AP Automation	JEFF'S AUTO SERVICE	-1,034.11
12/02/2024	APA006663	AP Automation	JOHN DEERE FINANCIAL	-269.55
12/02/2024	APA006664	AP Automation	M & T FIRE AND SAFETY	-271.75
12/02/2024	APA006665	AP Automation	MACQUEEN EQUIPMENT	-168.34
12/02/2024	APA006666	AP Automation	MEDICAL ASSOCIATES CLINIC	-27.00
12/02/2024	APA006667	AP Automation	MIDWEST BREATHING AIR LLC	-199.75
12/02/2024	APA006668	AP Automation	PARTS AUTHORITY	-333.57
12/02/2024	APA006669	AP Automation	PITNEY BOWES	-63.72
12/02/2024	APA006670	AP Automation	PREFERRED HEALTH CHOICES LLC	-90.00
12/02/2024	APA006671	AP Automation	QUILL CORPORATION	-23.89
12/02/2024	APA006672	AP Automation	RACOM CORPORATION	-75.00
12/02/2024	APA006673	AP Automation	RELIANCE STANDARD	-758.88
12/02/2024	APA006674	AP Automation	SHERWIN-WILLIAMS	-71.37
12/02/2024	APA006675	AP Automation	STEGER, KAREN	-100.00
12/02/2024	APA006676	AP Automation	TJ CLEANING SERVICES	-912.50
12/02/2024	APA006677	AP Automation	TOYNE INC	-71.48
12/02/2024	APA006678	AP Automation	USA BLUE BOOK	-706.68
12/02/2024	APA006679	AP Automation	VERIZON WIRELESS	-928.51
12/02/2024	APA006680	AP Automation	WANDSNIDER, JOHN	-52.00
12/02/2024	Interest & Service	Miscellaneous	D0514R Bond Payment	-10,950.08
12/02/2024	Interest & Service	Miscellaneous	C1120RT Bond Payment	-20,280.00
12/02/2024	Interest & Service	Miscellaneous	DF0376R Bond Payment	-2,040.00
12/02/2024	Interest & Service	Miscellaneous	C0741R Bond Payment	-12,270.00
12/03/2024	Insurance	Miscellaneous	WELLMARK DENTAL INSURANCE	-1,520.74
12/06/2024	DFT0003403	Bank Draft	EMPOWER	-850.00
12/06/2024	DFT0003404	Bank Draft	MIDWESTONE BANK	-72.50
12/06/2024	DFT0003405	Bank Draft	MIDWESTONE BANK	-444.50
12/06/2024	DFT0003409	Bank Draft	FIDELITY BANK & TRUST	-5,564.56
12/06/2024	DFT0003410	Bank Draft	FIDELITY BANK & TRUST	-3,410.01

Item Date	Reference	Item Type	Description	Amount
12/06/2024	DFT0003411	Bank Draft	FIDELITY BANK & TRUST	-1,305.88
12/06/2024	EFT0000195	EFT	Payroll EFT	-34,223.32
12/10/2024	Insurance	Miscellaneous	MEDICAL ASSOCIATES HEALTH PLAN	-27,083.88
12/13/2024	DFT0003415	Bank Draft	EMPOWER	-850.00
12/13/2024	DFT0003416	Bank Draft	MIDWESTONE BANK	-72.50
12/13/2024	DFT0003417	Bank Draft	MIDWESTONE BANK	-444.50
12/13/2024	DFT0003421	Bank Draft	FIDELITY BANK & TRUST	-3,986.84
12/13/2024	DFT0003422	Bank Draft	FIDELITY BANK & TRUST	-2,778.80
12/13/2024	DFT0003423	Bank Draft	FIDELITY BANK & TRUST	-936.86
12/13/2024	EFT0000196	EFT	Payroll EFT	-23,037.81
12/16/2024	22189	Check Reversal	Reverse Refund Check Madison Morgan	12.85
12/16/2024	APA006681	AP Automation	ACCESS SYSTEMS	-475.04
12/16/2024	APA006682	AP Automation	ACE HARDWARE	-262.61
12/16/2024	APA006683	AP Automation	AIRESPRING	-342.00
12/16/2024	APA006684	AP Automation	BAKER & TAYLOR BOOKS	-1,162.36
12/16/2024	APA006685	AP Automation	BARD MATERIALS	-1,994.04
12/16/2024	APA006686	AP Automation	BI-COUNTY DISPOSAL INC	-26,950.00
12/16/2024	APA006687	AP Automation	BLUE PATH FINANCE INC	-1,421.09
12/16/2024	APA006688	AP Automation	CAMBIA INC	-5,450.00
12/16/2024	APA006689	AP Automation	CAPITAL SANITARY SUPPLY	-321.37
12/16/2024	APA006690	AP Automation	CARQUEST AUTO PARTS	-139.26
12/16/2024	APA006691	AP Automation	CENTER POINT PUBLISHING	-184.39
12/16/2024	APA006692	AP Automation	CJ BEEPS EQUIPMENT LLC	-2,615.00
12/16/2024	APA006693	AP Automation	CLEMEN, MARY JANE	-100.00
12/16/2024	APA006694	AP Automation	COLIBRI SYSTEMS NORTH AMERICA INC	-947.53
12/16/2024	APA006695	AP Automation	COMPLETE OFFICE OF WISCONSIN	-83.99
12/16/2024	APA006696	AP Automation	COMPUTER DOCTORS INC	-4,500.00
12/16/2024	APA006697	AP Automation	CRESCENT ELECTRIC SUPPLY	-31.52
12/16/2024	APA006698	AP Automation	CULINARY HELPING HANDS	-809.00
12/16/2024	APA006699	AP Automation	DEMCO EDUCATIONAL CORP	-104.55
12/16/2024	APA006700	AP Automation	DEUTMEYER, TOM	-225.00
12/16/2024	APA006701	AP Automation	DLT SOLUTIONS LLC	-3,855.17
12/16/2024	APA006702	AP Automation	DUBUQUE FIRE EQUIPMENT INC	-125.00
12/16/2024	APA006703	AP Automation	DYERSVILLE COMMERCIAL	-1,131.19
12/16/2024	APA006704	AP Automation	EASTERN IOWA ASPHALT MAINTENANCE	-8,522.00
12/16/2024	APA006705	AP Automation	ELECTRICAL ENGINEERING & EQUIPMENT I	-3,040.00
12/16/2024	APA006706	AP Automation	EOCENE ENVIRONMENTAL GROUP	-15,900.50
12/16/2024	APA006707	AP Automation	FAREWAY STORES INC	-13.38
12/16/2024	APA006708	AP Automation	FUERSTE CAREW JUERGENS & SUDMEIER I	-6,110.50
12/16/2024	APA006709	AP Automation	FUN EXPRESS	-143.64
12/16/2024	APA006710	AP Automation	GIANT WASH	-148.90
12/16/2024	APA006711	AP Automation	GOEDKEN, JAN	-100.00
12/16/2024	APA006712	AP Automation	HAWKINS WATER TREATMENT	-1,978.06
12/16/2024	APA006713	AP Automation	HEFEL PORTABLE SERVICES LLC	-552.00
12/16/2024	APA006714	AP Automation	HELLE FARM EQUIPMENT	-93.61

Item Date	Reference	Item Type	Description	Amount
12/16/2024	APA006715	AP Automation	HOGAN HANSEN	-9,525.00
12/16/2024	APA006716	AP Automation	HOOPLA BY MIDWEST TAPE	-587.33
12/16/2024	APA006717	AP Automation	IMON COMMUNICATIONS LLC	-1,005.00
12/16/2024	APA006718	AP Automation	INGRAM LIBRARY SERVICES	-2,305.60
12/16/2024	APA006719	AP Automation	J & J LAWN CARE	-8,449.25
12/16/2024	APA006720	AP Automation	J & R SUPPLY	-700.98
12/16/2024	APA006721	AP Automation	JOHN DEERE FINANCIAL	-471.82
12/16/2024	APA006722	AP Automation	JUMBO VISUAL PROJECTION	-300.00
12/16/2024	APA006723	AP Automation	JUNIOR LIBRARY GUILD	-3,459.84
12/16/2024	APA006724	AP Automation	KANOPY INC	-8.00
12/16/2024	APA006725	AP Automation	KIMBALL MIDWEST	-17.34
12/16/2024	APA006726	AP Automation	KLUESNER CONSTRUCTION INC	-12,092.95
12/16/2024	APA006727	AP Automation	KOELKER, JESSE	-100.00
12/16/2024	APA006728	AP Automation	MAIERS, TRICIA	-444.10
12/16/2024	APA006729	AP Automation	MI T M EQUIPMENT	-111.42
12/16/2024	APA006730	AP Automation	MICROBAC LABORATORIES	-1,609.50
12/16/2024	APA006731	AP Automation	NAUMAN MASONRY	-26,875.00
12/16/2024	APA006732	AP Automation	ORIGIN DESIGN CO	-755.00
12/16/2024	APA006733	AP Automation	OVERDRIVE	-412.91
12/16/2024	APA006734	AP Automation	PETTINGER, JOAN OR RUSS	-100.00
12/16/2024	APA006735	AP Automation	PITNEY BOWES	-58.09
12/16/2024	APA006736	AP Automation	PREMIER WINDOW CLEANING	-368.00
12/16/2024	APA006737	AP Automation	RECKER, SANDY	-100.00
12/16/2024	APA006738	AP Automation	RICK'S LAWN MOWING & SNOW REMOVAL	-4,635.25
12/16/2024	APA006739	AP Automation	SAYLOR, CARMEN	-100.00
12/16/2024	APA006740	AP Automation	SIITARI, ANDREW	-125.00
12/16/2024	APA006741	AP Automation	SPAHN & ROSE LUMBER CO	-264.17
12/16/2024	APA006742	AP Automation	STATE HYGIENIC LABORATORY	-1,526.00
12/16/2024	APA006743	AP Automation	STEGER CONSTRUCTION	-50.00
12/16/2024	APA006744	AP Automation	T & W GRINDING	-5,065.00
12/16/2024	APA006745	AP Automation	TAUKE MOTORS	-283.75
12/16/2024	APA006746	AP Automation	TJ CLEANING SERVICES	-1,312.50
12/16/2024	APA006747	AP Automation	US BANCORP	-9,410.06
12/16/2024	APA006748	AP Automation	VERIZON WIRELESS	-21.06
12/16/2024	APA006749	AP Automation	VONDERHAAR, SHIRLEY	-574.82
12/17/2024	DFT0003414	Bank Draft	TREASURER STATE OF IOWA	-2,473.88
12/18/2024	DFT0003413	Bank Draft	TREASURER STATE OF IOWA	-5,077.67
12/18/2024	DFT0003425	Bank Draft	WEX BANK	-3,926.79
12/20/2024	DFT0003426	Bank Draft	VISA	-1,641.93
12/20/2024	DFT0003427	Bank Draft	EMPOWER	-850.00
12/20/2024	DFT0003428	Bank Draft	MIDWESTONE BANK	-72.50
12/20/2024	DFT0003429	Bank Draft	MIDWESTONE BANK	-444.50
12/20/2024	DFT0003434	Bank Draft	FIDELITY BANK & TRUST	-5,391.18
12/20/2024	DFT0003435	Bank Draft	FIDELITY BANK & TRUST	-5,168.18
12/20/2024	DFT0003436	Bank Draft	FIDELITY BANK & TRUST	-1,279.20

Cleared Other

Item 12.

Item Date	Reference	Item Type	Description	Amount
12/20/2024	EFT0000197	EFT	Payroll EFT	-30,887.16
12/24/2024	Payment	Miscellaneous	SERIES 2013	-250.00
12/24/2024	Payment	Miscellaneous	SERIES 2018	-300.00
12/27/2024	DFT0003438	Bank Draft	EMPOWER	-850.00
12/27/2024	DFT0003439	Bank Draft	MIDWESTONE BANK	-72.50
12/27/2024	DFT0003440	Bank Draft	MIDWESTONE BANK	-444.50
12/27/2024	DFT0003444	Bank Draft	FIDELITY BANK & TRUST	-4,087.20
12/27/2024	DFT0003445	Bank Draft	FIDELITY BANK & TRUST	-2,854.29
12/27/2024	DFT0003446	Bank Draft	FIDELITY BANK & TRUST	-960.30
12/27/2024	EFT0000198	EFT	Payroll EFT	-23,616.38
12/31/2024	1	Miscellaneous	Credit Card payment	190.00
12/31/2024	1	Miscellaneous	Credit Card payment	-190.00
12/31/2024	1	Miscellaneous	Credit Card payments	-142.09
12/31/2024	1	Miscellaneous	Credit Card payment	-19.10
12/31/2024	1	Miscellaneous	Global Payments	56.69
12/31/2024	1	Miscellaneous	Retirement	129.34
12/31/2024	1	Miscellaneous	Credit Card payments	142.09
12/31/2024	1	Miscellaneous	Retirement	-129.34
12/31/2024	1	Miscellaneous	Global Payments	-56.69
12/31/2024	1	Miscellaneous	Credit Card payment	19.10
12/31/2024	Interest	Interest	INTEREST	5,461.18
12/31/2024	Transfer	Miscellaneous	Library Trust Transfer	6,210.24
12/31/2024	Correction	Miscellaneous	Adjust Tennis Services of Iowa	16,750.00
12/31/2024	Correction	Miscellaneous	Correct Outstanding Bank Register	-214.84
12/31/2024	Correction	Miscellaneous	Correct Outstanding Bank Register	562.09
12/31/2024	Correction	Miscellaneous	Correct Outstanding Bank Register	214.84
12/31/2024	Correction	Miscellaneous	Correct Outstanding Bank Register	-562.09
Total Cleared Other (190)				-486,547.20

Outstanding Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
02/28/2023	DEP0005791			CLPKT01341 BG:Credit Card	562.09
12/30/2024	DEP0008070	001107 Insite	Mastercard -	CLPKT01858 BG:OP	276.76
12/31/2024	DEP0008073	001108 Insite	Mastercard -	CLPKT01859 BG:OP	217.42
12/31/2024	DEP0008076			CLPKT01860 BG:Credit Card	400.00
12/31/2024	DEP0008076	001109 Insite	Mastercard -	CLPKT01860 BG:OP	108.19
12/31/2024	DEP0008076	001108 Insite	Mastercard -	CLPKT01860 BG:OP	393.85
12/31/2024	DEP0008079			CLPKT01861 BG:Credit Card	400.00
Total Outstanding Deposits (7)					2,358.31

Outstanding Checks

Item 12.

Item Date	Reference	Item Type	Description	Amount
10/02/2023	21927	Check	GIANT WASH	-41.25
10/16/2023	22004	Check	OYLA MAGAZINE INC	-84.00
10/08/2024	22326	Check	Zarate Cervantes Cesar	-163.83
10/08/2024	22330	Check	Diana Ollendick	-104.82
11/05/2024	22355	Check	Will Mooney	-118.78
12/16/2024	22389	Check	INTERNATIONAL INSTITUTE MUNICIPAL CL	-195.00
12/17/2024	22394	Check	Dylan Kollasch	-99.25
12/17/2024	22395	Check	Jimmy Lopez Delgado	-126.72
Total Outstanding Checks (8)				-933.65

Outstanding Other

Item Date	Reference	Item Type	Description	Amount
06/30/2019	1	Miscellaneous	Credit Card payment	-19.10
05/31/2022	1	Miscellaneous	Retirement	129.34
07/31/2022	1	Miscellaneous	Global Payments	56.69
03/31/2023	1	Miscellaneous	Credit Card payments	-142.09
05/31/2023	1	Miscellaneous	Credit Card payment	190.00
12/06/2024	DFT0003406	Bank Draft	IPERS	-3,427.86
12/06/2024	DFT0003407	Bank Draft	IPERS	-2,167.25
12/06/2024	DFT0003408	Bank Draft	TREASURER STATE OF IOWA	-1,277.91
12/06/2024	DFT0003412	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.92
12/13/2024	DFT0003418	Bank Draft	IPERS	-3,442.44
12/13/2024	DFT0003419	Bank Draft	IPERS	-1,624.69
12/13/2024	DFT0003420	Bank Draft	TREASURER STATE OF IOWA	-1,061.03
12/13/2024	DFT0003424	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.92
12/20/2024	DFT0003430	Bank Draft	IPERS	-3,477.03
12/20/2024	DFT0003431	Bank Draft	IPERS	-1,694.67
12/20/2024	DFT0003432	Bank Draft	IPERS	-75.52
12/20/2024	DFT0003433	Bank Draft	TREASURER STATE OF IOWA	-1,681.68
12/20/2024	DFT0003437	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.92
12/27/2024	DFT0003441	Bank Draft	IPERS	-3,625.19
12/27/2024	DFT0003442	Bank Draft	IPERS	-1,613.64
12/27/2024	DFT0003443	Bank Draft	TREASURER STATE OF IOWA	-1,085.73
12/27/2024	DFT0003447	Bank Draft	ILLINOIS DEPARTMENT OF REVENUE	-89.92
Total Outstanding Other (22)				-26,399.48



Dyersville, IA

Bank Statement Register

Item 12.

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Bank Draft	68	-26,614.32	-95,597.10	-122,211.42
Check	33	-933.65	-107,171.19	-108,104.84
Deposit	102	2,358.31	506,112.09	508,470.40
EFT	4	0.00	-111,764.67	-111,764.67
Check Reversal	1	0.00	12.85	12.85
Interest	1	0.00	5,461.18	5,461.18
Miscellaneous	33	214.84	-55,006.21	-54,791.37
AP Automation	105	0.00	-229,653.25	-229,653.25
		-24,974.82	-87,606.30	-112,581.12



Dyersville, IA

Bank Statement Register

Item 12.

POOLED CASH

Period 12/1/2024 - 12/31/2024

Packet: BRPKT00213

Bank Statement

General Ledger

Beginning Balance	96,255.46	Account Balance	96,352.50
Plus Debits	97.04	Less Outstanding Debits	5.00
Less Credits	5.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	96,347.50	Adjusted Account Balance	96,347.50

Statement Ending Balance 96,347.50

Bank Difference 0.00

General Ledger Difference 0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

999-1-1020-000 POOLED CASH

Cleared Other

Item Date	Reference	Item Type	Description	Amount
12/03/2024	1	Miscellaneous	Inactive Account Notice	-5.00
12/31/2024	Interest	Interest	INTEREST	97.04
Total Cleared Other (2)				92.04

Outstanding Other

Item Date	Reference	Item Type	Description	Amount
12/03/2024	1	Miscellaneous	Inactive Account Notice	5.00
Total Outstanding Other (1)				5.00



Dyersville, IA

Bank Statement Register

Item 12.

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Interest	1	0.00	97.04	97.04
Miscellaneous	2	5.00	-5.00	0.00
		5.00	92.04	97.04



Dyersville, IA

Budget Report
Group Summary

Item 13.

For Fiscal: 2024-2025 Period Ending: 12/31/2024

ExpenseMinor;SourceMajo...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue						
40 - TAXES	3,039,740.00	3,039,740.00	59,840.99	1,764,007.16	-1,275,732.84	41.97%
41 - LICENSES AND PERMITS	17,940.00	17,940.00	813.00	8,693.78	-9,246.22	51.54%
43 - USE OF MONEY & PROPERTY	125,650.00	125,650.00	13,907.64	55,733.04	-69,916.96	55.64%
44 - INTERGOVERNMENTAL	36,600.00	36,600.00	15,984.30	18,044.72	-18,555.28	50.70%
45 - CHARGES FOR SERVICES	224,050.00	224,050.00	630.00	42,570.36	-181,479.64	81.00%
47 - MISCELLANEOUS REVENUES	48,000.00	48,000.00	1,101.32	37,392.40	-10,607.60	22.10%
48 - OTHER FINANCING SOURCES	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
Revenue Total:	3,492,980.00	3,492,980.00	92,277.25	1,926,441.46	-1,566,538.54	44.85%
Expense						
60 - SALARIES & WAGES	1,255,499.00	1,255,499.00	116,958.27	690,914.45	564,584.55	44.97%
61 - EMPLOYEE BENEFITS & COSTS	422,192.00	422,192.00	35,763.04	253,645.59	168,546.41	39.92%
62 - STAFF DEVELOPMENT	209,150.00	209,150.00	69,702.76	199,015.84	10,134.16	4.85%
63 - REPAIR, MAINTENANCE & UTILITIES	359,750.00	359,750.00	26,749.43	161,799.60	197,950.40	55.02%
64 - CONTRACTUAL SERVICES	583,518.00	583,518.00	39,039.53	244,799.65	338,718.35	58.05%
65 - COMMODITIES	223,425.00	223,425.00	12,161.93	131,338.93	92,086.07	41.22%
67 - CAPITAL OUTLAY	314,505.00	314,505.00	48,975.77	333,768.36	-19,263.36	-6.12%
69 - TRANSFERS	31,068.00	31,068.00	0.00	0.00	31,068.00	100.00%
Expense Total:	3,399,107.00	3,399,107.00	349,350.73	2,015,282.42	1,383,824.58	40.71%
Fund: 001 - GENERAL FUND Surplus (Deficit):	93,873.00	93,873.00	-257,073.48	-88,840.96	-182,713.96	194.64%
Fund: 002 - LIBRARY TRUST FUND						
Revenue						
43 - USE OF MONEY & PROPERTY	350.00	350.00	51.83	273.54	-76.46	21.85%
45 - CHARGES FOR SERVICES	40,000.00	40,000.00	2,840.15	20,951.33	-19,048.67	47.62%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	40,350.00	40,350.00	2,891.98	21,224.87	-19,125.13	47.40%
Expense						
67 - CAPITAL OUTLAY	40,000.00	40,000.00	6,312.83	21,893.63	18,106.37	45.27%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	40,000.00	40,000.00	6,312.83	21,893.63	18,106.37	45.27%
Fund: 002 - LIBRARY TRUST FUND Surplus (Deficit):	350.00	350.00	-3,420.85	-668.76	-1,018.76	291.07%
Fund: 110 - ROAD USE FUND						
Revenue						
44 - INTERGOVERNMENTAL	648,000.00	648,000.00	51,371.19	323,980.37	-324,019.63	50.00%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	648,000.00	648,000.00	51,371.19	323,980.37	-324,019.63	50.00%
Expense						
60 - SALARIES & WAGES	198,081.00	198,081.00	12,438.91	83,343.06	114,737.94	57.92%
61 - EMPLOYEE BENEFITS & COSTS	64,944.00	64,944.00	4,472.26	33,163.74	31,780.26	48.93%
63 - REPAIR, MAINTENANCE & UTILITIES	68,000.00	68,000.00	5,254.48	31,494.35	36,505.65	53.68%
64 - CONTRACTUAL SERVICES	55,000.00	55,000.00	5,014.26	10,764.26	44,235.74	80.43%
67 - CAPITAL OUTLAY	66,000.00	66,000.00	0.00	41,118.45	24,881.55	37.70%
68 - DEBT SERVICES	0.00	0.00	0.00	322.50	-322.50	0.00%
69 - TRANSFERS	42,885.00	42,885.00	0.00	0.00	42,885.00	100.00%
Expense Total:	494,910.00	494,910.00	27,179.91	200,206.36	294,703.64	59.55%
Fund: 110 - ROAD USE FUND Surplus (Deficit):	153,090.00	153,090.00	24,191.28	123,774.01	-29,315.99	19.15%

Budget Report

For Fiscal: 2024-2025 Period Ending

Item 13.

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ExpenseMinor;SourceMajo...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 112 - TRUST AND AGENCY FUND						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
47 - MISCELLANEOUS REVENUES	6,000.00	6,000.00	400.00	5,900.00	-100.00	1.67%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	6,000.00	6,000.00	400.00	5,900.00	-100.00	1.67%
Expense						
64 - CONTRACTUAL SERVICES	6,000.00	6,000.00	1,250.00	5,075.00	925.00	15.42%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	6,000.00	6,000.00	1,250.00	5,075.00	925.00	15.42%
Fund: 112 - TRUST AND AGENCY FUND Surplus (Deficit):	0.00	0.00	-850.00	825.00	825.00	0.00%
Fund: 121 - L.O. SALES TAX RESERVE						
Revenue						
40 - TAXES	620,000.00	620,000.00	46,625.97	252,713.78	-367,286.22	59.24%
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	620,000.00	620,000.00	46,625.97	252,713.78	-367,286.22	59.24%
Expense						
69 - TRANSFERS	472,500.00	472,500.00	0.00	0.00	472,500.00	100.00%
Expense Total:	472,500.00	472,500.00	0.00	0.00	472,500.00	100.00%
Fund: 121 - L.O. SALES TAX RESERVE Surplus (Deficit):	147,500.00	147,500.00	46,625.97	252,713.78	105,213.78	-71.33%
Fund: 122 - LOCAL OPTION SINKING FUND						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Expense						
68 - DEBT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 122 - LOCAL OPTION SINKING FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 128 - CDBG						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
44 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00%
45 - CHARGES FOR SERVICES	0.00	0.00	0.00	55,000.00	55,000.00	0.00%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	360,000.00	360,000.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
49 - UNDEFINED	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	0.00	0.00	0.00	415,000.00	415,000.00	0.00%
Expense						
60 - SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00	0.00%
61 - EMPLOYEE BENEFITS & COSTS	0.00	0.00	0.00	0.00	0.00	0.00%
64 - CONTRACTUAL SERVICES	0.00	0.00	0.00	415,000.00	-415,000.00	0.00%
65 - COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00%
67 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00%
68 - DEBT SERVICES	0.00	0.00	1,650.00	1,650.00	-1,650.00	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	1,650.00	416,650.00	-416,650.00	0.00%
Fund: 128 - CDBG Surplus (Deficit):	0.00	0.00	-1,650.00	-1,650.00	-1,650.00	0.00%
Fund: 135 - DYERSVILLE TIF DIST FUND						
Revenue						
40 - TAXES	3,321,087.00	3,321,087.00	18,740.08	1,227,776.90	-2,093,310.10	63.03%
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%

Budget Report

For Fiscal: 2024-2025 Period Ending

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ExpenseMinor;SourceMajo...	Original	Current	Period	Fiscal	Variance	Percent
	Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
45 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	3,321,087.00	3,321,087.00	18,740.08	1,227,776.90	-2,093,310.10	63.03%
Expense						
64 - CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00%
68 - DEBT SERVICES	2,682,780.00	2,682,780.00	6,320.00	270,217.70	2,412,562.30	89.93%
69 - TRANSFERS	618,306.00	618,306.00	0.00	0.00	618,306.00	100.00%
Expense Total:	3,301,086.00	3,301,086.00	6,320.00	270,217.70	3,030,868.30	91.81%
Fund: 135 - DYERSVILLE TIF DIST FUND Surplus (Deficit):	20,001.00	20,001.00	12,420.08	957,559.20	937,558.20	-4,687.56%
Fund: 200 - DEBT SERVICE						
Revenue						
40 - TAXES	857,784.00	857,784.00	11,861.56	513,790.78	-343,993.22	40.10%
48 - OTHER FINANCING SOURCES	1,140,395.00	1,140,395.00	0.00	0.00	-1,140,395.00	100.00%
Revenue Total:	1,998,179.00	1,998,179.00	11,861.56	513,790.78	-1,484,388.22	74.29%
Expense						
68 - DEBT SERVICES	1,998,180.00	1,998,180.00	143.34	58,774.58	1,939,405.42	97.06%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	1,998,180.00	1,998,180.00	143.34	58,774.58	1,939,405.42	97.06%
Fund: 200 - DEBT SERVICE Surplus (Deficit):	-1.00	-1.00	11,718.22	455,016.20	455,017.20	01,720.00%
Fund: 301 - CAPITAL PROJECTS FUND						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
46 - SPECIAL ASSESSMENTS	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	472,500.00	472,500.00	0.00	0.00	-472,500.00	100.00%
Revenue Total:	482,500.00	482,500.00	0.00	0.00	-482,500.00	100.00%
Expense						
64 - CONTRACTUAL SERVICES	472,500.00	472,500.00	19,005.50	1,591,985.59	-1,119,485.59	-236.93%
67 - CAPITAL OUTLAY	0.00	0.00	0.00	1,000.00	-1,000.00	0.00%
68 - DEBT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	472,500.00	472,500.00	19,005.50	1,592,985.59	-1,120,485.59	-237.14%
Fund: 301 - CAPITAL PROJECTS FUND Surplus (Deficit):	10,000.00	10,000.00	-19,005.50	-1,592,985.59	-1,602,985.59	16,029.86%
Fund: 302 - CAP PROJECTS - EQUIPMENT						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Expense						
67 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 302 - CAP PROJECTS - EQUIPMENT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 303 - CAP PROJ - AQUATIC CENTER						
Expense						
67 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 303 - CAP PROJ - AQUATIC CENTER Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 600 - WATER FUND						
Revenue						
40 - TAXES	55,000.00	55,000.00	5,283.65	30,885.46	-24,114.54	43.84%
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%

Budget Report

For Fiscal: 2024-2025 Period Ending

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
ExpenseMinor;SourceMajo...						
45 - CHARGES FOR SERVICES	1,013,060.00	1,013,060.00	94,545.11	557,707.16	-455,352.84	44.95%
47 - MISCELLANEOUS REVENUES	10,000.00	10,000.00	1,536.00	9,352.55	-647.45	6.47%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	1,078,060.00	1,078,060.00	101,364.76	597,945.17	-480,114.83	44.54%
Expense						
60 - SALARIES & WAGES	172,169.00	172,169.00	15,890.99	93,151.92	79,017.08	45.90%
61 - EMPLOYEE BENEFITS & COSTS	78,847.00	78,847.00	6,758.95	48,380.79	30,466.21	38.64%
62 - STAFF DEVELOPMENT	9,500.00	9,500.00	0.00	6,219.91	3,280.09	34.53%
63 - REPAIR, MAINTENANCE & UTILITIES	148,000.00	148,000.00	5,876.55	66,639.50	81,360.50	54.97%
64 - CONTRACTUAL SERVICES	146,267.00	146,267.00	5,838.95	44,694.19	101,572.81	69.44%
65 - COMMODITIES	50,000.00	50,000.00	2,769.38	43,434.86	6,565.14	13.13%
67 - CAPITAL OUTLAY	102,500.00	102,500.00	3,136.68	84,647.86	17,852.14	17.42%
68 - DEBT SERVICES	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%
69 - TRANSFERS	346,243.00	346,243.00	0.00	0.00	346,243.00	100.00%
Expense Total:	1,083,526.00	1,083,526.00	40,271.50	387,169.03	696,356.97	64.27%
Fund: 600 - WATER FUND Surplus (Deficit):	-5,466.00	-5,466.00	61,093.26	210,776.14	216,242.14	3,956.13%
Fund: 601 - WATER SINKING FUND						
Revenue						
48 - OTHER FINANCING SOURCES	119,060.00	119,060.00	0.00	42,693.15	-76,366.85	64.14%
Revenue Total:	119,060.00	119,060.00	0.00	42,693.15	-76,366.85	64.14%
Expense						
68 - DEBT SERVICES	119,060.00	119,060.00	13,133.41	26,344.66	92,715.34	77.87%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	119,060.00	119,060.00	13,133.41	26,344.66	92,715.34	77.87%
Fund: 601 - WATER SINKING FUND Surplus (Deficit):	0.00	0.00	-13,133.41	16,348.49	16,348.49	0.00%
Fund: 602 - WATER CAPITAL ACCOUNT						
Revenue						
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
45 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00%
46 - SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	42,693.14	42,693.14	0.00%
Revenue Total:	0.00	0.00	0.00	42,693.14	42,693.14	0.00%
Expense						
64 - CONTRACTUAL SERVICES	0.00	0.00	5,016.92	257,773.94	-257,773.94	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	5,016.92	257,773.94	-257,773.94	0.00%
Fund: 602 - WATER CAPITAL ACCOUNT Surplus (Deficit):	0.00	0.00	-5,016.92	-215,080.80	-215,080.80	0.00%
Fund: 610 - SEWER FUND						
Revenue						
40 - TAXES	2,000.00	2,000.00	179.33	1,047.22	-952.78	47.64%
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
44 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00%
45 - CHARGES FOR SERVICES	1,861,520.00	1,861,520.00	153,378.42	898,866.21	-962,653.79	51.71%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	1,863,520.00	1,863,520.00	153,557.75	899,913.43	-963,606.57	51.71%
Expense						
60 - SALARIES & WAGES	192,804.00	192,804.00	10,046.21	61,465.26	131,338.74	68.12%
61 - EMPLOYEE BENEFITS & COSTS	88,924.00	88,924.00	4,848.44	35,965.47	52,958.53	59.55%
62 - STAFF DEVELOPMENT	13,500.00	13,500.00	75.00	13,421.65	78.35	0.58%
63 - REPAIR, MAINTENANCE & UTILITIES	92,700.00	92,700.00	3,469.99	40,878.34	51,821.66	55.90%
64 - CONTRACTUAL SERVICES	156,546.00	156,546.00	6,929.65	58,991.84	97,554.16	62.32%
65 - COMMODITIES	61,000.00	61,000.00	4,070.81	34,925.77	26,074.23	42.74%
67 - CAPITAL OUTLAY	80,000.00	80,000.00	3,136.68	27,671.07	52,328.93	65.41%

Budget Report

For Fiscal: 2024-2025 Period Ending

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ExpenseMinor;SourceMajo...	Original	Current	Period	Fiscal	Variance	Percent
	Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
68 - DEBT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00%
69 - TRANSFERS	855,473.00	855,473.00	0.00	0.00	855,473.00	100.00%
Expense Total:	1,540,947.00	1,540,947.00	32,576.78	273,319.40	1,267,627.60	82.26%
Fund: 610 - SEWER FUND Surplus (Deficit):	322,573.00	322,573.00	120,980.97	626,594.03	304,021.03	-94.25%
Fund: 611 - SEWER SINKING FUND						
Revenue						
48 - OTHER FINANCING SOURCES	634,520.00	634,520.00	0.00	0.00	-634,520.00	100.00%
Revenue Total:	634,520.00	634,520.00	0.00	0.00	-634,520.00	100.00%
Expense						
68 - DEBT SERVICES	634,520.00	634,520.00	36,482.08	49,878.33	584,641.67	92.14%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	634,520.00	634,520.00	36,482.08	49,878.33	584,641.67	92.14%
Fund: 611 - SEWER SINKING FUND Surplus (Deficit):	0.00	0.00	-36,482.08	-49,878.33	-49,878.33	0.00%
Fund: 612 - SEWER CAPITAL ACCOUNT						
Revenue						
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	369,427.89	369,427.89	0.00%
Revenue Total:	0.00	0.00	0.00	369,427.89	369,427.89	0.00%
Expense						
64 - CONTRACTUAL SERVICES	0.00	0.00	0.00	1,894.50	-1,894.50	0.00%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	0.00	1,894.50	-1,894.50	0.00%
Fund: 612 - SEWER CAPITAL ACCOUNT Surplus (Deficit):	0.00	0.00	0.00	367,533.39	367,533.39	0.00%
Fund: 670 - SOLID WASTE FUND						
Revenue						
40 - TAXES	0.00	0.00	0.00	0.00	0.00	0.00%
43 - USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00%
45 - CHARGES FOR SERVICES	446,760.00	446,760.00	37,033.83	220,328.07	-226,431.93	50.68%
47 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00	0.00%
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	446,760.00	446,760.00	37,033.83	220,328.07	-226,431.93	50.68%
Expense						
60 - SALARIES & WAGES	36,733.00	36,733.00	3,887.19	22,685.24	14,047.76	38.24%
61 - EMPLOYEE BENEFITS & COSTS	16,739.00	16,739.00	1,493.71	10,672.73	6,066.27	36.24%
62 - STAFF DEVELOPMENT	500.00	500.00	0.00	103.11	396.89	79.38%
63 - REPAIR, MAINTENANCE & UTILITIES	1,000.00	1,000.00	68.77	330.93	669.07	66.91%
64 - CONTRACTUAL SERVICES	351,600.00	351,600.00	26,950.00	159,146.95	192,453.05	54.74%
65 - COMMODITIES	5,000.00	5,000.00	172.87	3,100.33	1,899.67	37.99%
67 - CAPITAL OUTLAY	25,000.00	25,000.00	5,065.00	19,065.00	5,935.00	23.74%
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	436,572.00	436,572.00	37,637.54	215,104.29	221,467.71	50.73%
Fund: 670 - SOLID WASTE FUND Surplus (Deficit):	10,188.00	10,188.00	-603.71	5,223.78	-4,964.22	48.73%
Fund: 899 - PAYROLL FUND						
Revenue						
48 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00%
Revenue Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Expense						
69 - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 899 - PAYROLL FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00%
Report Surplus (Deficit):	752,108.00	752,108.00	-60,206.17	1,067,259.58	315,151.58	-41.90%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	93,873.00	93,873.00	-257,073.48	-88,840.96	-182,713.96
002 - LIBRARY TRUST FUND	350.00	350.00	-3,420.85	-668.76	-1,018.76
110 - ROAD USE FUND	153,090.00	153,090.00	24,191.28	123,774.01	-29,315.99
112 - TRUST AND AGENCY FUND	0.00	0.00	-850.00	825.00	825.00
121 - L.O. SALES TAX RESERVE	147,500.00	147,500.00	46,625.97	252,713.78	105,213.78
122 - LOCAL OPTION SINKING FUN	0.00	0.00	0.00	0.00	0.00
128 - CDBG	0.00	0.00	-1,650.00	-1,650.00	-1,650.00
135 - DYERSVILLE TIF DIST FUND	20,001.00	20,001.00	12,420.08	957,559.20	937,558.20
200 - DEBT SERVICE	-1.00	-1.00	11,718.22	455,016.20	455,017.20
301 - CAPITAL PROJECTS FUND	10,000.00	10,000.00	-19,005.50	-1,592,985.59	-1,602,985.59
302 - CAP PROJECTS - EQUIPMENT	0.00	0.00	0.00	0.00	0.00
303 - CAP PROJ - AQUATIC CENTEF	0.00	0.00	0.00	0.00	0.00
600 - WATER FUND	-5,466.00	-5,466.00	61,093.26	210,776.14	216,242.14
601 - WATER SINKING FUND	0.00	0.00	-13,133.41	16,348.49	16,348.49
602 - WATER CAPITAL ACCOUNT	0.00	0.00	-5,016.92	-215,080.80	-215,080.80
610 - SEWER FUND	322,573.00	322,573.00	120,980.97	626,594.03	304,021.03
611 - SEWER SINKING FUND	0.00	0.00	-36,482.08	-49,878.33	-49,878.33
612 - SEWER CAPITAL ACCOUNT	0.00	0.00	0.00	367,533.39	367,533.39
670 - SOLID WASTE FUND	10,188.00	10,188.00	-603.71	5,223.78	-4,964.22
899 - PAYROLL FUND	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	752,108.00	752,108.00	-60,206.17	1,067,259.58	315,151.58

The City of Dyersville is taking applications for

PART-TIME SUMMER HELP

The position consists of forty (40) hours per week. Specific daily hours will be determined by the City department heads for the months of May through August 2025. The applicant must have a valid Iowa drivers license and be 18 years of age or older. You will be assisting City staff in streets, parks, water & wastewater departments. Applications are available at City Hall or at *www.cityofdyersville.com*

Applications will be accepted until Friday, March 21, 2025.

adno=426916

DYERSVILLE POLICE DEPT

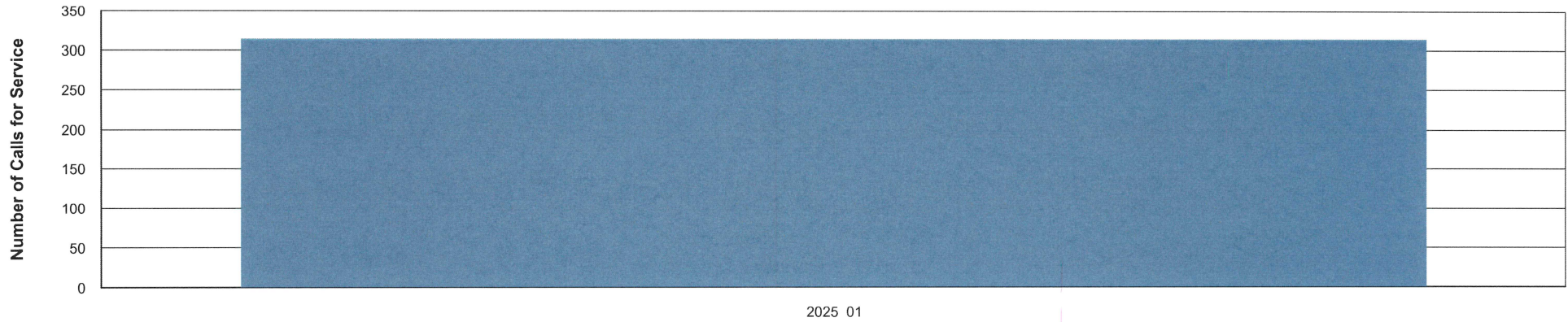
Call Type Monthly Comparison

01/01/2025 thru 01/31/2025

Agency Code: All Agency Type: All

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CFS / Month



	2025 Jan	Total
ACCH&R	1	1
ACCPD	4	4
ACCPI	2	2
ALARM	7	7
AMB	11	11
ANIMAL	13	13
ASSAULT	2	2
ATL	4	4
BCHK	39	39
BUS	1	1

	2025 Jan	Total
CAI	7	7
CIVIL	1	1
CRIMMIS	1	1
DELASSIS	1	1
DUBASSIS	8	8
FIGHT	1	1
FIRE	2	2
FNGRPRT	1	1
FOLLOWUP	11	11
FOUND	4	4
INFO	5	5
ISPASSIS	3	3
MENTAL	2	2
MOTASSIS	5	5
NOISE	2	2
NUI	1	1
OAA	1	1
OPEN	1	1
OTHER	1	1
PARK	1	1
PATROL	54	54
PBX	1	1
PUBSERV	11	11
ROADHAZ	2	2

	2025 Jan	Total
RUN	1	1
SUSP	5	5
THEFT	2	2
TRAFFIC	2	2
TRES	1	1
TS	59	59
VACATION	28	28
VD	1	1
WELFARE	4	4
Total	314	314

DYERSVILLE POLICE DEPT

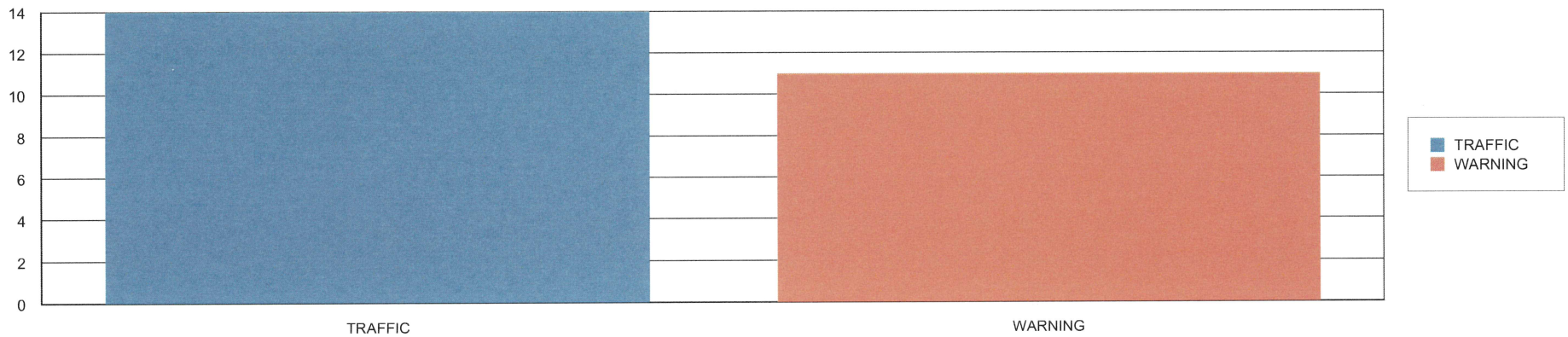
Citation Report

01/01/2025 thru 01/31/2025

Item 15.

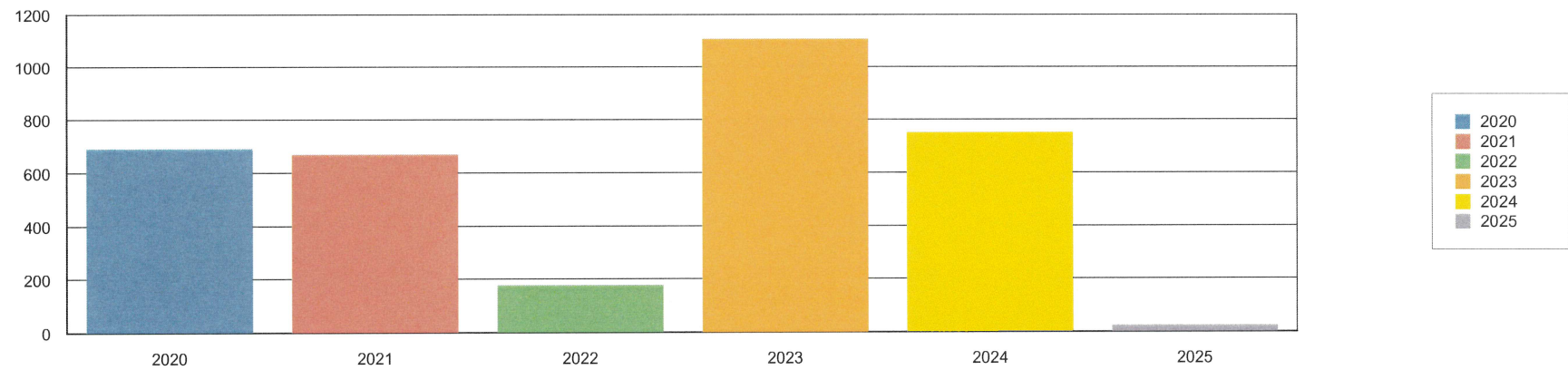
Charge Section Code		# of Municipal	# of Traffic	# of Warning	# of Parking	*****SEX*****		*****RACE*****		
						Male	Female	White	Black	Other
321.20B	PROVIDE PROOF FINANCIAL LIABIL	0	1	0	0	1	0	1	0	0
321.218(1)	DRIVING UNDER SUSPENSION	0	1	0	0	1	0	1	0	0
321.285	SPEEDING	0	1	3	0	4	0	4	0	0
321.322(1)	FAIL OBEY STOP SIGN/YIELD ROW	0	1	1	0	1	1	2	0	0
321.387	IMPROPER REAR LAMPS	0	0	1	0	1	0	1	0	0
321.388	IMPROPER REGIS PLATE LAMP	0	0	1	0	1	0	1	0	0
321.404	IMPROPER BRAKE LIGHT	0	0	1	0	1	0	1	0	0
321.98(1)(a)	OPERATE W/O REGISTRATION/PLATE	0	0	1	0	0	1	1	0	0
DY/61.03	DY/61.03	0	1	0	0	0	1	1	0	0
DY/62.01(11)	DY/62.01(11)	0	4	0	0	1	3	2	2	0
DY/62.01(15)	DY/62.01(15)	0	2	0	0	0	2	1	1	0
DY/62.01(2)-A	DY/62.01(2)-A	0	3	0	0	0	3	2	1	0
DY/62.01(75)	DY/62.01(75)	0	0	2	0	0	2	2	0	0
DY/63.01-C	DY/63.01-C	0	0	1	0	1	0	1	0	0
Total		0	14	11	0	12	13	21	4	0

CITATION TYPE COUNT



Citations for the last 5 years	2020	2021	2022	2023	2024	2025	Total
Traffic	124	277	86	295	292	14	1,088
Warning	567	393	91	813	460	11	2,335
Parking	0	0	0	1	0	0	1
Total	691	670	177	1,109	752	25	3,424

CITATIONS PER YEAR



DYERSVILLE POLICE DEPT

Arrest Report

01/01/2025 thru 01/31/2025

Item 15.

IBR Code	# of Arrests	*****SEX*****		*****RACE*****			*****ETHNIC*****	
		Male	Female	Black	White	Other	Hisp	Non
13A-Aggravated Assault	2	0	2	2	0	0	0	2
23C-Shoplifting	2	1	1	0	2	0	0	2
INFO-INFORMATION ONLY	2	2	0	0	2	0	1	1
Total	6	3	3	2	4	0	1	5

Breakout of Arrest Charges "THIS IS NOT A COUNT OF ARREST, BUT A COUNT OF ARREST CHARGES"

IBR Code	Count	%
13A - Aggravated Assault	2	28.57%
23C - Shoplifting	2	28.57%
INFO - INFORMATION ONLY	3	42.86%
Total	7	

Arrest for the last 5 years	2020	2021	2022	2023	2024	2025	Total
Total	75	101	67	69	74	6	392

Memorandum

TO: City Council, Parks and Recreation Commission
From: Adam Huehnergath, Parks and Recreation Manager
RE: Monthly Directors Report January 2025
CC: Mick Michel, City Administrator
Date: February 17, 2025

Aquatic Center:

We have advertised the last two weeks for openings for lifeguards, facility assistants and assistant managers. With the applications we have already added to the verbal acknowledgement from last year's lifeguards regarding returning, we have a good number as of now. I know from previous years things have changed so I am still recruiting online, through word-of-mouth and in person at local schools. The changes in pay and schedules are positive and will attract and retain a good crew. We have contracted with Taylor Klosterman to give Red Cross training to the lifeguards, and I am working on pre-opening training classes on policy/procedures, emergency action plans and risk scenarios. With new management this year, I plan on being more involved in the day-to-day at the Dyersville Family Aquatic Center. The planned opening day will be Monday, May 26 to August 17th.

Summer Programs:

Registration for all sports opened February 3rd until March 3rd for baseball and softball. Residents have been reminded many times and many ways to register on time. I must let the Prairie League know by March 7th the number of teams and field availability. This year, for the first time, last week (June 23-26) for baseball D & C and all levels of softball, there will be a required Prairie League tournament. The first rounds on Monday and Tuesday will be held at communities that want to host with all the championship games held in Dyersville on Wednesday, June 25. The teams will be divided into 8-team brackets based on team strength and play to a champion. Based on the numbers from last year we will crown 16 champions.

Live Healthy Iowa Kids Track Meet:

We will be opening registration for the 2025 meet soon. This year we made the decision to have the meet on a Wednesday night instead of a Saturday morning. We have had numerous kids who want to run but were scheduled to play baseball/softball that day. The track meet will be on May 14th starting at 6pm. We will also reschedule all Prairie League games for that day to a different day to give more opportunities. Last year we had over 80 participants and hopefully double that this year. Thanks to Todd Troutman and the Beckman community for letting us use their track. This is a completely free event, so all volunteers are welcome.

Sports Equipment Donation Drive:

We are starting a new program this week. Residents have been informed to collect all their used equipment and bring it to city hall this week. We will have boxes in the basement for people to leave the equipment and then I will organize it and set up to distribute it at the Social Center on Saturday, March 1st from 9am-1pm. We will take baseball, softball and soccer equipment. At this time, we are not taking clothing.



320 1st Ave E
Dyersville, Iowa 52040

Phone: 563-875-8
Fax: 563-875-6162

Item 17.

librarian@dyersville.lib.ia.us

Web: www.dyersville.lib.ia.us

**James Kennedy Public Library
Report to the Mayor and City Council
February 17, 2025**

Highlights from the Librarian's Report to the Board of Trustees for January 2025 are:

- 8,357 items were checked out. This is a 0.9% increase from January 2024. Fiscal year to date, circulation is down 3.5%
- 29 library cards were issued to new patrons. Fiscal year to date, 188 new library cards have been issued.
- 67 programs were offered in person, virtually, remotely, and as activity kits. 1,765 people engaged with these activities.
- Four public access computers and three children's computers were available and were used for 232 hours and 479 sessions. Year to date computers were used for 1,459 hours and 3,027 sessions.
- WiFi Use: 609 sessions, 538 visits, and 213 unique users. Year to date WiFi use included 1,344 sessions, 1,201 visits, and 213 unique users.
- There were 4,888 library visits.

Upcoming Events:

Enclosed please find a copy of the February events schedule, as well as a preliminary schedule of events planned for March. Some of the programs scheduled include testing out a rumble table to celebrate National Engineers' Week, a workshop on fall prevention presented by NEI3A, an All-Abilities open house, a Portable Planetarium Experience led by a Dubuque County naturalist, and a Kid Librarian story time series. The spring session of Unlocking Brain Fitness will be starting in March. The Love My Library fundraiser runs during the month of February and the Build-a-basket event is off to a great start.

Prepared by: Shirley Vonderhaar, Library Director

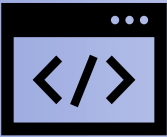
JAMES KENNEDY PUBLIC LIBRARY MONTHLY REPORT

Librarian's report to the Board of Trustees

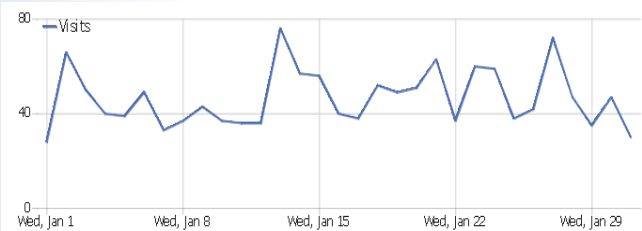
Month: January-25
YTD: July-24 to January-25
Previous YTD: July-23 to January-24

Library visits			Items loaned		Library cards issued		
					City resident	Total	
Month	4888	(↑ 17.2%)	8357	(↑ 0.9%)	16	29	(↑ 61.1%)
YTD	33865	(↓ 2.1%)	54082	(↓ 3.5%)	95	188	(↓ 6%)

Website traffic



Visits	Average visit duration
1443	1:44



Computer use



Hours			Sessions		
Month	YTD	Prev. YTD	Month	YTD	Prev. YTD
232	1459	1265	479	3027	2784

Wifi use



Sessions		Visits		Unique visitors	
Month	YTD	Month	YTD	Month	YTD
609	1344	538	1201	213	383

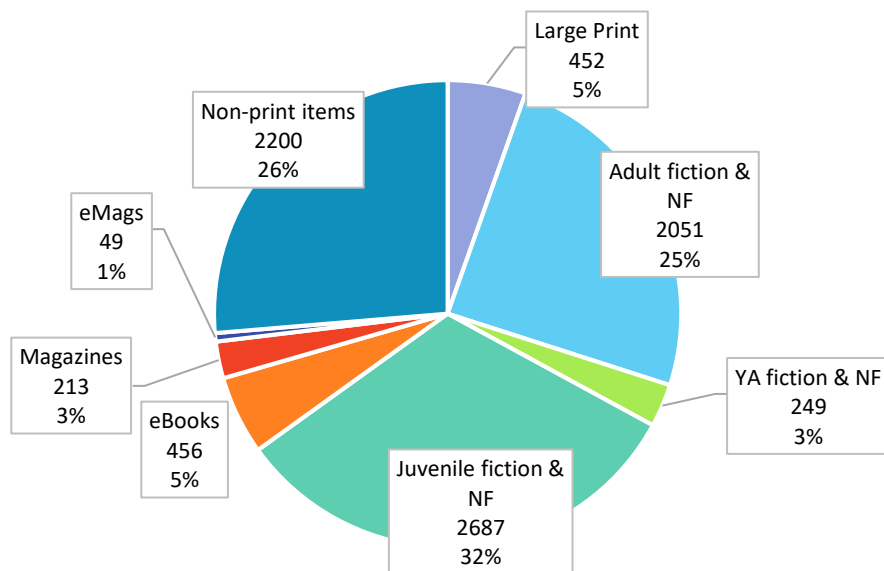
Meeting room use



Month	YTD	Prev. YTD
69	417	494

Circulation

Circulation: Month



Music

Downloads: 18
Total YTD: 85



Video (film and TV)

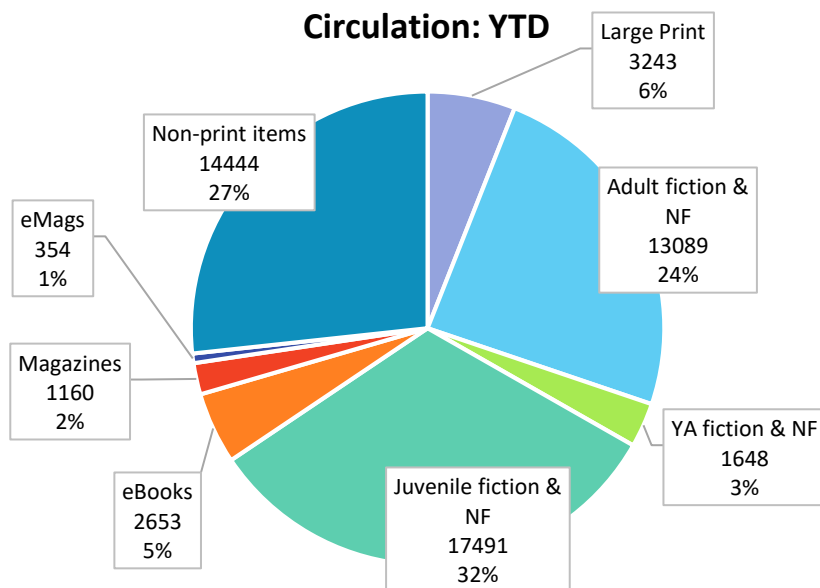
Downloads: 14
YTD: 72



Visits: 301
YTD: 1263



Circulation: YTD



Online Learning

Sessions: 83
YTD: 211



Languages

Sessions: 17
YTD: 101



Genealogy

Visits: 352
YTD: 3815



Non-print items	Month	YTD
eAudio	657	4092
Adult & YA audio	89	604
Juvenile audio & kits	2	101
Adult & YA video	686	4696
Juvenile video & DVD	329	2211
Games, LoT, etc.	437	2740
	2200	14444

Collection

Items purchased

Month: 169
YTD: 1464

Items donated

Month: 288
YTD: 722
Prev. YTD: 329

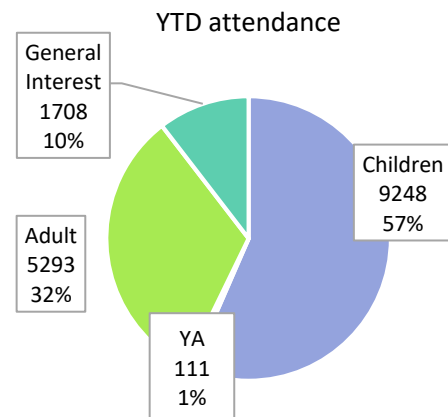
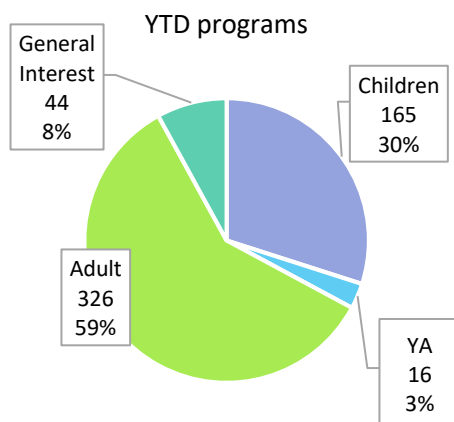
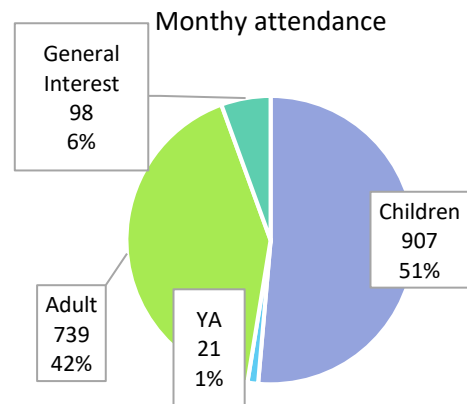
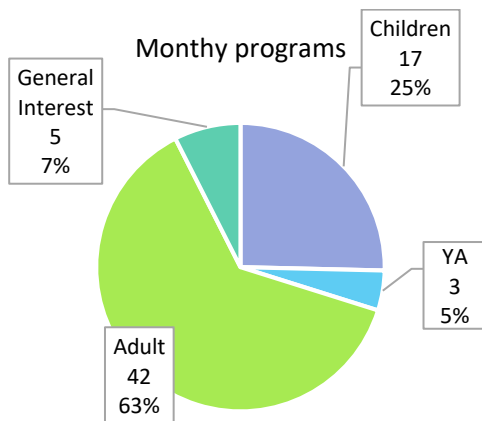
Items withdrawn

	Month	YTD
Books	843	3186
Audio	345	353
Video	5	32
Other	2	55
Total	1195	3626

Summary of additions

	Large print	Adult fiction	Adult & YA NF	YA fiction	Juvenile fiction	Juvenile NF	eBook & eAudio	Adult & YA audio	Juvenile audio	Adult & YA video	Juvenile video	CDs, games, misc.	Total
Current month	19	189	32	23	66	19	18	1	0	37	35	18	457
Previous month	17	66	36	19	50	0	0	8	0	34	6	8	244
Current YTD	149	644	245	115	435	110	64	35	2	215	84	50	2148
Previous YTD	100	573	190	109	483	71	68	44	5	189	62	51	1945

Programs



FEBRUARY 2025

Love My Library Giving Tree Fundraiser: February 2025

Do you “Love Your Library”? Then consider participating in this annual fundraising activity that will improve the collections, programs, and services the library is able to offer.

- Library staff have identified books and other materials, furnishings, equipment, programs, supplies, and more that the library needs.
- Select one or more items and donate the funds needed for purchase. Or purchase the items yourself and donate them to the library.
- Donations will be written on a heart and displayed on the library windows as well as acknowledged on the library website and social media. Where appropriate the library will attach a tag or book plate acknowledging the donation and the donor will be the first to check it out.
- Some items are listed on the bulletin board in the entry to the library as well as being featured on the library webpage and social media. The complete list can be viewed in the library or from the home page of the library’s website (www.dyersville.lib.ia.us).
- Not finding something you want to “love”? Bring your ideas to a librarian!



Winter Wonderland Library Challenge: February 1—28

The JKPL is once again offering a winter library program. This year, participants will be using a new game board to track their participation. Complete activities and read to earn prize entries!

- For each square completed, the participant will earn an entry into the prize drawings.
- Several prize options, for various ages and interests, will be available to choose from.
- Those that complete the program, (finish all squares on their board), will earn a special canvas book bag and be able to adopt an item to be added to the library collection.
- All ages of readers are welcome and participants can sign up as individuals or as teams.
- Everyone will get a free book just for signing up!
- Stop in the library to register and pick up your game board or print the board from the library website.
- This winter Library Challenge will run through February 28.
- All entries must be received by March 5 to be included in the drawings.



Children’s Pretend Play Station: Ice Cream Store: February 1—28. Area families are invited to come to the library and explore what it has to offer in Ice Cream Store play!

Children’s Scavenger Hunt: Ice Cream: February 1—28. Area children and their families are encouraged to participate in our “Ice Cream” scavenger hunt to earn a sticker! One sticker per child per library visit.

Kids Can Craft: Create Your Own Ice Cream Sundae Challenge: February 1—28. Kids of all ages are invited to stop in the library to create and color a drawing of an ice cream sundae. Every coloring page turned in qualifies the artist for an entry into the drawing for a book basket. Kids are limited to one entry per day. The winner will be announced in early March.



Creation Station Craft: PomPom Teddy Bear: February 1—28. Stop in and craft in the Creation Station or grab a kit and create at home! This month’s craft is a teddy bear made from pompoms. Kit includes most needed supplies and instructions. A video demonstration will also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.

Upcycled Greeting Card Kits: February 1—28. Want a unique card for someone special? Pick up one of these kits that use the front of an old greeting card combined with glue and cardstock to make an entirely new card. Each card kit includes a greeting card front with coordinating cardstock and an envelope. You will need to supply the glue. If crafting in the library, glue sticks may be borrowed from the desk for in-library use. Kits are available while supplies last.

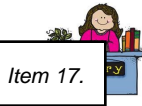
Coloring, Creating and Doing @ Your Library: February 1—28. The JKPL is continuing to offer coloring pages, dot to dot, crosswords, sudoku, and other activity pages available for you to enjoy at the library or at home. They are intended for adults and teens. Each pack will include at least 10 different items and are available while supplies last. If you want to work on the activities while at the library, colored pencils, markers, and more are available in the Creation Station or to check out from the front desk.



Get Puzzled @ Your Library: February 1—28. Stop in the library this month to help us put together a new jigsaw puzzle. This month’s puzzle is *Winter Games*. The puzzle is located on the table under the skylight and everyone is welcome to add a piece or two or more. Everyone who works on the puzzle is encouraged to put their name into a drawing to win the puzzle.

Westside Park StoryWalk®: “I’m Going to Build a Snowman” by Jashar Awan: February 1—28. (Winter start/end dates for the StoryWalk® are approximate due to weather.) Families are invited to walk the StoryWalk® at Westside Park which begins south of the parking lot by the baseball diamond. Walk the trail and read the story to your children. *The StoryWalk® is made possible by the Dubuque Racing Association, Friends of the Library, and the Richard Osterhaus Memorial Fund. The StoryWalk® Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg-Hubbard Library. Storywalk® is a registered service mark owned by Ms. Ferguson.*

Take Your Child to the Library Day: February 1. Come to the library to color on a special ocean animals community poster! While here, check out our ice cream scavenger hunt, ice cream pretend-play station, enter our ice cream drawing challenge, and check out books to read in the library or at home.



Building Creativity One Block at a Time: a LEGO® program: Saturday, February 1 from 10:00—11:00 am. This month's theme is "Snowed In". This program is for all ages but children under 7 must be accompanied by an adult or older partner. This LEGO® program is part of a monthly LEGO® building block program at the library sponsored by DuTrac Community Credit Union. Photos of the creations are displayed in the children's area of the library and on the library's social media pages. All children who participate have their names entered into a quarterly drawing for a special LEGO® related prize provided by DuTrac.



Family Movies @ Your Library presents "The Wizard of Oz": Saturday, February 1 @ 1:00 pm. A young farm girl and her little dog are magically transported into the enchanted land of Oz via a Kansas tornado. As they travel down Oz's Yellow Brick Road to find the Wizard and ask him to send them home, they encounter a wonderful, funny, and enlightening group of characters both human and otherwise. Rated G (101 minutes).



Nerf War @ Your Library: Saturday, February 1 from 4:00—6:00 pm. Bring your Nerf gun and ammo and head to the library for this bi-monthly Nerf War! Participants must be 13 or older and anyone under 18 must have a signed parental waiver. Registration requested as 10 people are required to hold the program and a max of 20 is allowed. Walk-ins welcome, if space allows. Participants must provide their own Nerf guns and ammo but no modifications to darts or guns to increase range or hitting power will be allowed.



Strength Training for Older Adults: Mondays and Thursdays, February 3, 6, 10, 13, 17, 20, 24 & 27 @ 9:30 and 10:30 am. Older adults of any age and fitness level are invited to join this special exercise program made possible by a partnership between the Geri-Fit® Company and the James Kennedy Public Library. Participants will exercise to a Geri-Fit® DVD and most of the exercises will be performed seated in a chair. There is no dancing or aerobics involved. Classes are held on Mondays and Thursdays and last approximately 45 minutes. For best results, participants should attend as many of the sessions as possible. Each participant will need a set of 2 or 3-pound dumbbell weights, a medium weight stretch band, and water to drink. Space is limited so registration is required.

Books for Lunch Book Discussion: Monday, February 3 @ 12:00 noon. This group gathers on the first Monday of each month at noon. This month the group will discuss *Berry Pickers* by Amanda Peters. Copies of the book are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. New members are welcome to join at any time. If you need a link to the Zoom room, please email librarian@dyersville.lib.ia.us by 10:00 am on the day of the program and an invitation to the Zoom room will be emailed to you.

New Science on Preventing Dementia—KEYS to Dementia Prevention: Tuesday, February 4 @ 4:00 pm. The risk of dementia can be reduced; in fact, it is estimated that about 40% of all cases of dementia can be prevented. Learn more about what YOU can do to lower your risk. It's not easy to make lifestyle changes, but now is the time to start and these changes will help you be healthier overall. Not only will your brain be healthier, but so will your heart, lungs, and body! Presented by Dr. Patricia Quinlisk, Medical Director at Brain Help and Hope and State Epidemiologist Emeritus. This program is presented via Zoom so guests may join by gathering at the JKPL or participate from home using a personal computer or other smart device. To join from your own device, please email BrainHelpandHope@outlook.com to receive the Zoom link. KEYS chats will be presented via Zoom by the nonprofit organization Brain Help and Hope, typically on the first Tuesday of each month.



World Read Aloud Day: Wednesday, February 5. World Read Aloud Day is celebrated on the first Wednesday in February. This is a day dedicated not just to reading, but to the art and practice of reading aloud. To celebrate, the JKPL will post a smash cut video of library staff members reading aloud brief excerpts from favorite books. Patrons are also encouraged to celebrate and share a brief video or photograph of them reading aloud. Videos can be posted on the library's social media between February 1-15 or emailed to librarian@dyersville.lib.ia.us.



Sit & Stitch: Wednesdays, February 5, 12, 19 & 26 from 1:00—3:00 pm. Grab your hobby or craft and join other crafters at this fun gathering. Participants are welcome to attend in person in the Hoffman Room or remotely via Zoom. New members are welcome to join at any time. If you are a new participant and wish to join virtually, please email librarian@dyersville.lib.ia.us by 10 am on the date of the gathering and an invitation will be emailed to you. The same Zoom room link is used each week.

Tween Zone: Drop in to Hang Out: Wednesday, February 5 from 4:00—5:00 pm. Do you love snacks, books, puzzles, and games? Join us to hang out, eat snacks, talk about your favorite book, and discover our new Turing Tumble puzzle game, a low-tech yet high-fun gaming experience! Registration is not necessary. Program designed for ages 8-12. *The STEM Scale-Up Turing Tumble game sets are funded by the Iowa Governor's STEM Advisory Council.*

Kids Can Cook: Thursdays, February 6, 13 & 20 from 4:00—5:30 pm

Join us this winter and spring for three sessions of Kids Can Cook, which will teach kids ages 10-12 basic kitchen skills and how to make healthy food choices. The first ten minutes of each class will focus on kitchen safety and introductory cooking information, such as how to read a recipe. The remainder of each class will be hands-on learning, cooking, and cleaning up. Kitchen safety and cleanliness will be emphasized. At the end of the series, children who have participated in over half of the classes they registered for will receive an apron.

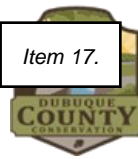


- Sessions will be offered February 6, 13, 20; March 6, 13, 20; and April 3, 10 & 17.
- The menu for February is simple scones (February 6); pizza sandwiches (February 13); and creamy chicken noodle soup (February 20).
- Registration for each session is required as there is a limit of 12 children per session.
- A waiver signed by a parent or legal guardian must be on file for a child to attend.
- *This program is funded by Theisen's More for Your Community, Dyersville Area Community Foundation, Jeanne M. Coppola Endowment for Education, the Friends of the James Kennedy Public Library, and various library fundraising events.*

Sustainable Landscaping with Dubuque County Conservation: Thursday, February 6 @ 6:00 pm

Join us at the JKPL to learn about sustainable options for landscaping from a Dubuque County Naturalist. Be ready to write down ideas and draw out your landscape design to implement native plants, rainwater harvesting systems, and more. This will be an interactive 1.5 hour class with time for questions throughout, in order to make it work for your property. Registration is encouraged as a minimum of 10 people is required for this program to be held.

Item 17.



Fit the Pieces Jigsaw Puzzle Fundraiser: Thursday, February 6 from 6:00—8:00 pm

Join us in celebrating National Puzzle Day at this fun new fundraising event to support the JKPL! This event will be held at Textile Brewery. Teams of up to 4 individuals can buy a table for \$40.00 which includes a 300-piece puzzle. Complete the puzzle first to win! Prizes will be awarded for 1st and 2nd place. Be sure to bring some cash to buy some fun twists like freezing the competition, making them wear gloves, wearing beer goggles, and more—with all proceeds going to the library! Participation is limited to 15 teams. Textile Brewery will donate 10% of food sales during the event to the JKPL. All proceeds will benefit the James Kennedy Public Library.



NOTE: All tickets are sold out, but if interested, please contact the library to be put on a notification list for a future event.

Euchre Card Party & Games: Fridays, February 7, 14, 21 & 28 from 1:00—3:30 pm. Join us Friday afternoons for cards, dominoes, or other games in the Hoffman Room. Come meet, teach, and play with other players. The library has some games or you are welcome to bring your own.

Family Movies @ Your Library presents “The Wiz”: Saturday, February 8 @ 1:00 pm. Ease on down the yellow-brick road with this funky, musical reimagining of *The Wizard of Oz*. A young kindergarten teacher finds herself in the Land of Oz. As she journeys down the Yellow Brick Road in search of the Wiz, she encounters a scarecrow, a tin man and a cowardly lion. Rated G (133 minutes).



Dungeons & Dragons Players Club: Saturday, February 8 @ 3:30 pm. Join us for this monthly gaming event for D & D players that meets in-person or you can join remotely via Discord. This group meets the second Saturday of every month and new players of all ages and skill levels are welcome. The library has materials available but feel free to bring your own. To join via Discord, contact Paul at Pzurawski@dyersville.lib.ia.us by 2:00 pm the day of the program to receive the server invite.

Miniature Golf @ Your Library: Sunday, February 9 from 5:00—7:00 pm

Come to the library for this special after-hours event for all ages. For one night only, we'll turn the library into a mini-golf course! Come tee off between the stacks and navigate our book obstacles which will be designed by library staff and/or volunteers. All ages welcome but those under age 7 must be accompanied by an adult.



Adult Crafternoon: Wine Cork Coasters: Monday, February 10 from 1:00—3:00 pm. Join us this month to make coasters from wine corks. Stop in the library to create and take home your finished project. If you prefer, you can pick up a kit and craft on your own at home. Kits will be available starting February 11th and kits will be available while supplies last.

Board Game Hangout: An All Abilities Program: Tuesday, February 11 from 11:00 am—2:00 pm

Bring your favorite game, or use one of the library's many games, and meet, teach, and play with others! All ages welcome but those under the age of 7 need an adult companion. Snacks provided. This program is intended to act as a soft launch for our upcoming neurodivergent program series but all are welcome. Come and go as you are able! This program is funded by a grant: *Libraries Transforming Communities: Accessible Small and Rural Communities is an initiative of the American Library Association (ALA) in collaboration with the Association for Rural & Small Libraries (ARSL).*



Inspirational Fiction: A Novel Approach to Faith Book Club: Tuesday, February 11 @ 7:00 pm. Join us for this book club that features a variety of books that weave religious faith into the characters and storylines. For this month we will be reading *He Should Have Told The Bees* by Amanda Cox. Books are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. If you want to attend via Zoom and haven't attended before, please register by 12 noon on the day of the program at <https://bit.ly/NOVELAPPROACH> so a link to the Zoom room can be emailed to you.

Build-A-Basket Fundraiser Begins: Saturday, February 15

Would you like to help raise money for the library? It is fun and easy! Just pick something you love and build a basket of items around that theme. Or pick a favorite book and build a basket around that book. Create your basket and donate it to the library by early March. The baskets will be auctioned off in a silent auction (in person and virtual) that runs March 10 to April 13. The library will provide you with an empty basket if you need one. Or you can just donate your items to the library and we can put them all in a basket for you. All funds raised are used to support library programs, collections, and services.



Family Movies @ Your Library presents “Wicked”: Saturday, February 15 @ 12:00 pm. *Wicked* is the untold story of the witches of Oz. Elphaba is a misunderstood young woman who has yet to discover her true power and Glinda is a popular young woman who has yet to discover her true heart. The two meet at Shiz University and forge an unlikely friendship before their lives take different paths following an encounter with The Wonderful Wizard of Oz. Their extraordinary adventures will ultimately see them fulfill their destinies as the Wicked Witch of the West and Glinda the Good. Rated PG (160 minutes). *Note: Start time is earlier due to the length of the movie.*



Turing Tumble Coding Puzzles for Teens: Sunday, February 16 from 2:00—3:00 pm. Want to learn more about how computers, coding, puzzles and games work? Come check out our Turing Tumble—a tactile programming board game that uses marbles, ramps, crossovers, bits, inceptors, gears and gear bits to understand how computers and simple switches work. Snacks will be included! Program is designed for ages 13 to 18.

Bingo Party: Monday, February 17 from 1:00—3:00 pm. Come enjoy bingo at the JKPL! There is a two card limit, there is no cost to play and there are prizes! Registration is recommended as space is limited. Bring your friends!

Cricut with Christopher presents Throw Blankets: Monday, February 17 @ 6:00 pm. Come learn about the Cricut Maker from local expert Lisa Christopher and how to print a picture on a throw blanket. White throw blankets (60" x 50"), along with all other supplies, will be provided. Participants should be 14 or older. Registration is required as attendance is limited to 10.

Item 17.

Armchair Travel—Greece: Tuesday, February 18 @ 1:00 pm

Grab your travel buddy and join us on this virtual trip to the magical Mediterranean country of Greece! In this interactive cultural program, guests will be able to experience Greek life through art, history, music and more! Presented by Chelsea Middendorf from Trustwell Living at Eagle Pointe Place Senior Living in Dubuque. Chelsea will also be providing a small taste of the culture, so come ready to try something new! This program is for older adults, but all ages are welcome. Children under the age of 7 must be accompanied by an adult. Armchair Travel programs will be held on the third Tuesday of most months.



National Engineers Week Rumble Table Construction Challenge: Tuesday, February 18 from 3:30—5:00 pm

National Engineers Week (February 16-23) is dedicated to ensuring a diverse and well-educated future engineering workforce by increasing understanding of, and interest in, engineering and technology careers. To celebrate, the library is hosting a building challenge! Using the library's buildables (LEGOs, Lincoln Logs, Magnatiles, etc), participants will build structures capable of lasting one round on a rumble table (a device that simulates earthquakes). Farmtek Engineer Danielle Will and Dyersville City Engineer John Wandsnider will be on hand to answer questions, either about the challenge or general engineering questions. This program is designed for those ages 7 and up.



Genealogy with Ann: Thursday, February 20 from 1:00—3:00 pm. Staff member Ann will be on hand to help you start, or continue to work on, your five-generation ancestor chart. Ann will also share information on free websites good for genealogy research. Attendees are encouraged to bring their own laptop, if they have one. Some library laptops will be available for use. Appointments with Ann can be made if that is more convenient.

Bear Creek Carvers Open House and Demo: Saturday, February 22 from 10:00 am—2:00 pm

Members of the Bear Creek Woodcarving Club will be at the library to demonstrate carving techniques and display their carvings. Questions are welcome! Everyone is invited to stop in during this open house and view the carvers and their work.



Murder Mystery Dinner & Trivia Fundraiser: "Fast Times at Kennedy High": Saturday, February 22 @ 6:30 pm

This event will feature a totally tubular 80s trivia night with murder, mayhem, and mixtapes performed by the Brew Ha Ha Players. Visit www.dyersville.lib.ia.us/events/murder-mystery-dinner-theatre for more information!

- Tickets are \$75.00 each or a table for six (6) for \$400.00.
- Seating is limited and tickets must be purchased before Monday, February 17.
- Doors open at 5:45 pm and the performance starts promptly at 6:30 pm.
- Themed dress is welcome!
- The meal (salad, entree, and dessert) will be catered by J&D Catering. The meal will include: Salisbury Steak, Sliced roasted pork loin, Mashed potatoes, Glazed carrots, Italian pasta salad, Dessert, Coffee and milk. Note: A vegetarian option is available if requested at the time the ticket is purchased.
- Soda and water will be provided but guests are welcome to bring their own drinks (alcoholic or non-alcoholic). There is not a bar at the venue location. Some additional beverages may be available for a donation.
- Snow date of March 1.



Strings Club: Monday, February 24 @ 6:30 pm. Do you have a ukulele, guitar or other string instrument that you would like to play more often? Do you want to grow your skills by jamming with others? Then come join the JKPL Strings Club! Teen and adult musicians of all skill levels are welcome. NOTE: This is not a class but a jam session so participants should know basic chords. Facilitated by Gary Bramel. This group typically meets on the fourth Monday of each month from October to April. Registration encouraged. Walk-ins are welcome as space allows.

Healthy Steps for Older Adults Workshop: Tuesday, February 25 from 9:30 am—3:00 pm

This evidence-based class helps adults 50 and older prevent falls by focusing on fall risk screening, safety at home, proper footwear, nutrition for bone health, and exercises to improve strength and balance. Participants will learn practical skills to reduce their risk of falling and maintain an active, independent lifestyle. Presented by Nutrition Aging Specialist Colleen Lawler from the Northeast Iowa Area Agency on Aging.

- Lunch will be provided and you will also receive a program handbook.
- This class is offered at a suggested contribution of \$25.
- Registration is required by February 20 as space is limited.
- To register, call Colleen Lawler at (563)277-6016 or email her at clawler@nei3a.org. Or email Elise Bovy at ebovy@nei3a.org.



JKPL Writing Group: Tuesday, February 25 @ 6:30 pm. Join us this month in person at the library, or remotely via Zoom, for a sharing session with writers of all types including poetry, memoir, fiction, or nonfiction. New members are welcome to join at any time. If you want to participate via Zoom, please call by 5:30 pm on the day of the event.

Health & Wellness 365 with the Northeast Iowa Area Agency on Aging: Thursday, February 27 @ 11:15 am. Nutrition Specialist Colleen Lawler will be at the library to talk about the Winter Blues. There will be food samples to try. All are welcome.



Game Night @ Your Library: Friday, February 28 from 6:00—8:00 pm. Bring your favorite game (card game, board game, role playing game, or video game) and meet, teach, and play with others! Game night is typically held on the 4th Saturday of every month. All ages welcome but those under the age of 7 need a teen or adult companion. NOTE: The date for this program was moved so it wouldn't conflict with the mystery dinner.



Free Trees for Earth Day!

The JKPL is celebrating Earth Day again this spring by participating in the Annual Neighborhood Forest free tree program, whose aim is to provide free trees to kids every Earth Day.

- Parents can find more information and sign their children up to receive a tree at this link: <https://bit.ly/FreeTrees24>
- Registration required by March 15.
- Trees (6 to 12 inches in size) will be delivered to the JKPL and families will be able to pick them up at the library around Earth Day (April 22nd).
- Planting instructions and species information will be emailed a few days prior to the trees arriving.



All Abilities Open House: An All Abilities Program Tuesday, March 4 from 10:00 am—4:00 pm

Drop in today to learn about the services and programs the JKPL will be offering as part of our enhanced programs and collections for members of the neurodivergent community. There will be a “show and tell” of items that are being added to the Library of Things, information about upcoming programs, fun activities, refreshments and more. This program is intended for members of the neurodivergent community, their families and caregivers, but all are welcome. Those under the age of 7 need an adult companion. Come and go as you are able!



This program is funded by a grant: “Libraries Transforming Communities: Accessible Small and Rural Communities is an initiative of the American Library Association (ALA) in collaboration with the Association for Rural and Small Libraries (ARSL).

Unlocking Brain Fitness: KEYS to Dementia Prevention Tuesdays, March 11 thru May 13 @ 1:00 pm

Join us for this 10-week evidence based course developed by doctors to help people aged 55 and older make lifestyle changes to reduce their risk of developing Alzheimer’s and other forms of dementia. The KEYS dementia prevention course was started at the YMCA of Greater Des Moines and will be led by Brain Help & Hope.



- Participants should be 55 or older, in good cognitive health, and able to commit to attend the 10 in-person sessions.
- Sessions are 2 hours each.
- Registration fee of \$20.00 per participant is required but may be refunded to those who attend at least 9 of the sessions (upon request).
- Registration is required as a minimum of 10 and maximum of 15 participants are allowed.
- This series is sponsored in part by the Friends of the JKPL and Nightingale Drug.

Portable Planetarium Experience Wednesday, March 12 from 2:00—5:00 pm

Bring the kids to this family-friendly event where you go into a portable planetarium to see the night sky and learn about the stories of the stars. All ages welcome but those under 7 need a mature teen or adult companion. There will be 4 sessions offered and each session will be a 30 minute experience with a Dubuque County naturalist. Space is limited to 20 people per session so registration is required. Register online or call the library. Walk-ins will be allowed if a session is not full.



Sessions will be offered at the following times:
2:00-2:30 pm / 2:30-3:00 pm / 4:00-4:30 pm / 4:30-5:00 pm

Introducing Library Chef Online Cooking Service!

We are thrilled to announce a new addition to our library programs—Library Chef! Join us for an exclusive series of cooking classes designed for adults, kids, and teens, where you can learn from expert chefs and professional nutritionists. Whether you're a beginner or a seasoned cook, there's something for everyone!

Enjoy 5 live cooking classes each month—2 for adults, 1 for kids (ages 5-9), and 1 for teens (ages 10+). Experience hands-on cooking fun and skill-building activities! There are also Professional Nutrition Sessions where you can gain insights into nutrition topics that will help you cook healthier meals. And don't miss out on the guest chefs from Around the World where you can experience occasional classes led by chefs sharing diverse culinary techniques. The great thing is that all classes are recorded and replays are available anytime at your convenience. No Zoom links required! All classes are conducted within the platform, and recipes are included!



Visit the Digital Collection page on the library's website to access: <https://www.dyersville.lib.ia.us/DigitalCollection>. You will need to use your library card number to register.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Winter Wonderland Library Challenge continues thru February 28	February 1—28 <ul style="list-style-type: none"> Get Puzzled StoryWalk® Children's Pretend Play Station & scavenger hunt 	February 1—28 <ul style="list-style-type: none"> Create an Ice Cream Sundae challenge PomPom Teddy Bear craft kits Coloring, Creating, & Doing Upcycled Cards kits 	Love My Library Fundraiser: February 1—28			1 Building Creativity One Block at a Time: a LEGO® program from 10-11am <i>The Wizard of Oz</i> (G) @ 1pm Nerf War @ 4pm Take your child to the Library day!
2	3 Strength Training @ 9:30am & 10:30am Books For Lunch @ 12pm	4 New Science on Preventing Dementia @ 4pm	5 Sit & Stitch from 1-3pm Tween Zone @ 4pm World Read Aloud Day!	6 Strength Training @ 9:30am & 10:30am Kids Can Cook @ 4pm Sustainable Landscaping @ 6pm Fit The Pieces Fundraiser @ 6pm	7 Euchre Card Party from 1-3:30pm	8 <i>The Wiz</i> (G) @ 1pm Dungeons & Dragons @ 3:30pm
9 Mini Golf from 5-7pm	10 Strength Training @ 9:30am & 10:30am Adult Crafternoon from 1-3pm	11 Board Game Hangout from 11am-2pm A Novel Approach to Faith book club @ 7pm	12 Sit & Stitch from 1-3pm	13 Strength Training @ 9:30am & 10:30am Kids Can Cook @ 4pm	14 Euchre Card Party from 1-3:30pm	15 <i>Wicked</i> (PG) @ 12pm Build-A-Basket Fundraiser Begins!
16 Turing Tumble Coding Puzzles for Teens @ 2pm	17 Strength Training @ 9:30am & 10:30am Bingo Party from 1-3pm Cricut with Christopher @ 6pm	18 Armchair Travel @ 1pm Rumble Table Challenge from 3:30-5pm	19 Sit & Stitch from 1-3pm	20 Strength Training @ 9:30am & 10:30am Genealogy with Ann from 1-3pm Kids Can Cook @ 4pm	21 Euchre Card Party from 1-3:30pm	22 Bear Creek Carvers Open House from 10am-2pm Murder Mystery Dinner @ 6:30pm
23	24 Strength Training @ 9:30am & 10:30am Strings Club @ 6:30pm	25 Healthy Steps for Older Adults from 9:30am-3pm JKPL Writing Group @ 6:30pm	26 Sit & Stitch from 1-3pm	27 Strength Training @ 9:30am & 10:30am Health & Wellness 365 @ 11:15am	28 Euchre Card Party from 1-3:30pm Game Night from 6-8pm	

Upcoming Events - MARCH 2025

Free Trees for Earth Day! The JKPL is celebrating Earth Day again this spring by participating in the Annual Neighborhood Forest free tree program, whose aim is to provide free trees to kids every Earth Day. Since 2010, Neighborhood Forest has reached over 100,000 families and planted over 50,000 (mostly urban and residential) trees through the hands of children and parents across North America. The JKPL is excited to be participating in this wonderful program that teaches kids stewardship through the magic and wonder of planting and watching trees grow. Parents can find more information and sign their children up to receive a tree at this link: <https://bit.ly/FreeTrees24>. Deadline to sign up for this program is March 15. Trees (6 to 12 inches in size) will be delivered to the JKPL and families will be able to pick them up around Earth Day (April 22nd). Planting instructions and species information will be emailed a few days prior to the trees arriving.

Build-A-Basket Fundraiser Continues! Would you like to help raise money for the library? It is fun and easy! Just pick something you love and build a basket of items around that theme. Or pick a favorite book and build a basket around that book. Create your basket and donate it to the library by early March. The baskets will be auctioned off in a silent auction (in person and virtual) that runs March 10 to April 13. The library will provide you with an empty basket if you need one. Or you can just donate your items to the library and we can put them all in a basket for you. All funds raised are used to support library programs, collections, and services.

Children's Pretend Play Station: Farm: March 1-31. Area families are invited to come to the library and explore what it has to offer in Farm play!

Children's Scavenger Hunt: Farm Animals: March 1-31. Area children and their families are encouraged to participate in our "Farm Animals" scavenger hunt to earn a sticker! One sticker per child per library visit.

Kids Can Craft: Write a Frog Comic: March 1-31. Kids of all ages are invited to stop in the library to create a comic strip featuring a frog character. Every comic strip turned in qualifies artists for an entry into the drawing for a stuffed frog but is limited to one entry per day. Winner will be announced in early April.

Creation Station Craft: Flower Fairy House: March 1-31. Stop in and craft in the Creation Station at the library or grab a kit and create at home! This month's craft is a Flower Fairy House. Kit includes most needed supplies and instructions. A video demonstration will also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.

Upcycled Greeting Card Kits: March 1-31. Want a unique card for someone special? Pick up one of these kits that use the front of an old greeting card combined with glue and cardstock to make an entirely new card. Each card kit includes a greeting card front with coordinating cardstock and an envelope. You will need to supply the glue. If crafting in the library, glue sticks may be borrowed from the desk for in-library use. Kits are available while supplies last.

Coloring, Creating and Doing @ Your Library: March 1-31. The JKPL is continuing to offer coloring pages, dot to dot, crosswords, sudoku, and other activity pages available for you to enjoy at the library or at home. They are intended for adults and teens. Each pack will

include at least 10 different items and are available while supplies last. If you want to work on the activities while at the library, colored pencils, markers, and more are available in the Creation Station or to check out from the front desk.

Get Puzzled @ Your Library: March 1-31. Stop in the library this month to help us put together a new jigsaw puzzle. This month's puzzle is *Games We Played*. The puzzle is located on the table under the skylight and everyone is welcome to add a piece or two or more. Everyone who works on the puzzle is encouraged to put their name into a drawing to win the puzzle. Please stop at the front desk to get your name entered.

Westside Park StoryWalk®: “I Don’t Want to Be a Frog” by Dev Petty: March 1-31. (Winter start/end dates for the StoryWalk® are approximate due to weather.) Families are invited to walk the StoryWalk® at Westside Park which begins south of the parking lot by the baseball diamond. Walk the trail and read the story to your children. The StoryWalk(R) is made possible by the Dubuque Racing Association, Friends of the Library, and the Richard Osterhaus Memorial Fund. The StoryWalk® Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg-Hubbard Library. Storywalk® is a registered service mark owned by Ms. Ferguson.

Dubuque County Reads!: March 1-April 15: The James Kennedy Public Library is participating in the third annual *Dubuque County Reads* book discussion! We partnered last year with the Dubuque County Library District, Carnegie-Stout Public Library, University of Dubuque Library, Clarke University Library, and Loras College Library to create a county-wide initiative. The purpose of the *Dubuque County Reads* program is to facilitate events that encourage productive conversation around a common book, with the selected title aiming to invigorate community members and inspire dialog about important issues and topics. The selected title for 2025 is *What my Bones Know* by Stephanie Foo. *Dubuque County Reads* book discussions will happen at various locations around the county between March 27-April 15. Libraries are holding discussions on different days and times in the hopes that one of them will work with your schedule so you can attend. Feel free to attend as many as you are able to, wherever you are able! The book is available to borrow at each participating library, with the appropriate library card required. Digital copies are available to borrow electronically through the Carnegie-Stout Public Library or James Kennedy Public Library, with the respective city resident library card required. Some libraries may even have audiobook copies to borrow. Books will be ready to be picked up at the JKPL starting March 4. Alternatively, you can purchase a copy of the book from River Lights Bookstore in Dubuque for a discount. For more information about the book and a full list of participating libraries, go to: <https://libguides.dbq.edu/dubuquecountyreads>.

Book discussions will be held at following locations:

- Divine Word College: Tuesday April 1st @ 1:00 pm.
- Loras College Library: Wednesday April 2nd @ 4:00 pm.
- Wartburg Seminary: Thursday April 3rd @ 12:00 pm.
- JKPL Books for Lunch Discussion: Monday, April 7th @12:00 pm.
- University of Dubuque: Monday April 7th @ 2:30 pm.
- Carnegie Stout Public Library: Monday, April 7th @ 6:00 pm.
- Clarke University Library: Tuesday April 8th @ 2:30 pm.
- Dubuque Co. Disability Council: Tuesday April 8th @ 4:00 pm (Virtual).
- Dubuque County Library District (Asbury): Wednesday April 9th @ 6:30 pm.
- Cascade Public Library: Tuesday April 7th @ 4:30 pm.

- James Kennedy Public Library: Tuesday April 14 @ 5:00 pm.
Special programs:
- Mental Health Panel on Trauma at University of Dubuque Heritage Center: Thursday, March 27th @ 6:30 pm.
- Meet Author Stephanie Foo at Loras College: Thursday, April 10th @ 6:30 pm.

Strength Training for Older Adults: Mondays and Thursdays, March 3, 6, 10, 13, 17, 20, 24, 27, 31 @ 9:30 and 10:30 am. Older adults of any age and fitness level are invited to join this special exercise program made possible by a partnership between the Geri-Fit® Company and the James Kennedy Public Library. Participants will exercise to a Geri-Fit® DVD and most of the exercises will be performed seated in a chair. There is no dancing or aerobics involved. Classes are held on Mondays and Thursdays and last approximately 45 minutes. For best results, participants should attend as many of the sessions as possible. Each participant will need a set of 2 or 3-pound dumbbell weights, a medium weight stretch band, and water to drink. Space is limited so registration is required.

Books for Lunch Book Discussion: Monday, March 3 @ 12:00 noon. This group gathers on the first Monday of each month at noon. This month the group will discuss *The Librarianist* by Patrick DeWitt. Copies of the book are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. New members are welcome to join at any time. If you need a link to the Zoom room, please email librarian@dyersville.lib.ia.us by 10:00 am on the day of the program and an invitation to the Zoom room will be emailed to you.

All Abilities Open House - An All Abilities Program: Tuesday, March 4 from 10:00 am to 4:00 pm. Drop in today to learn about the services and programs the JKPL will be offering as part of our enhanced programs and collections for members of the neurodivergent community. There will be a “show and tell” of items that are being added to the Library of Things, information about upcoming programs, fun activities, refreshments and more. This program is intended for members of the neurodivergent community, their families and caregivers, but all are welcome. Those under the age of 7 need an adult companion. Acknowledgement statement: “Libraries Transforming Communities: Accessible Small and Rural Communities is an initiative of the American Library Association (ALA) in collaboration with the Association for Rural and Small Libraries (ARSL).”

Nutrition Made Simple - KEYS to Dementia Prevention Chat: Tuesday, March 4 @ 4:00 pm. More details coming. This program is presented via Zoom so guests may join by gathering at the JKPL or participate from home using a personal computer or other smart device. To join from your own device, please email BrainHelpandHope@outlook.com to receive the Zoom link. KEYS chats are presented by the nonprofit organization Brain Help and Hope, typically on the first Tuesday of each month.

Tween Zone: Drop in to Hang Out: Wednesday, March 5 from 4:00-5:00 pm. Do you love snacks, books, puzzles, and games? Join us to hang out, eat snacks, talk about your favorite book, and discover our new Turing Tumble puzzle game, a low-tech yet high-fun gaming experience! Registration is not necessary. Program designed for ages 8 - 12. *The STEM Scale-Up Turing Tumble game sets are funded by the Iowa Governor's STEM Advisory Council.*

Kid Librarian Storytime: Wednesdays, March 5, 12, 19 & 26 from 10:00–11:00 am AND 6:30 to 7:30 pm. Join us for the fun new storytime format! Each program will

begin with a short book read out loud by Ms. Palm, and children who would like to read out loud are then welcome to sign up for the program's read-aloud rotation. After sign-up, the children will be encouraged to find their favorite book in the library to read out loud. Any children who wish to bring a favorite book from home may do so. When the kids are ready to read, the program participants will be divided into groups, and children will take turns reading out loud. The audience is encouraged to clap and celebrate each child's reading to help build reading confidence and community connection. Adult participation required. No registration is necessary.

Sit & Stitch: Wednesdays, March 5, 12, 19, 26 from 1:00–3:00 pm. Grab your hobby or craft and join other crafters at this fun gathering. There are lots of laughs, great company, conversation, and even some crafting! Participants are welcome to attend in person in the Hoffman Room or remotely via Zoom. New members are welcome to join at any time. If you are a new participant and wish to join virtually, please email librarian@dyersville.lib.ia.us by 10 am on the date of the gathering and an invitation will be emailed to you. The same Zoom room link is used each week.

Kids Can Cook: Thursdays, March 6, 13 & 20 from 4:00-5:30 pm. Kids Can Cook will teach kids ages 10-12 basic kitchen skills and how to make healthy food choices. The first ten minutes of each class will focus on kitchen safety and introductory cooking information, such as how to read a recipe. The remainder of each class will be hands-on learning, cooking, and cleaning up. Kitchen safety and cleanliness will be emphasized. At the end of the school year, children who have participated in over half of the classes will receive an apron. The menu for March is: Banana Pancakes (March 6); Chunky applesauce (March 13); and Chicken Taco Cups (March 20). Classes will also be held April 3, 10 & 17. Registration for each session is required as there is a limit of 12 children per session. A waiver signed by a parent or legal guardian must be on file for a child to attend. *This program is funded by Theisen's More for Your Community, Dyersville Area Community Foundation, Jeanne M. Coppola Endowment for Education, the Friends of the James Kennedy Public Library, and various library fundraising events.*

Euchre Card Party & Games: Fridays, March 7, 14, 21, 28 from 1:00-3:30 pm. Join us Friday afternoons for cards, dominoes, or other games in the Hoffman Room. Come meet, teach, and play with other players. The library has some games or you are welcome to bring your own.

Building Creativity One Block at a Time: a LEGO® program: Saturday, March 8 from 10:00-11:00 am. This month's theme is "Parade!". This program is for all ages but children under 7 must be accompanied by an adult or older partner. This LEGO® program is part of a monthly LEGO® building block program at the library sponsored by DuTrac Community Credit Union. Each month there is a theme to help inspire creativity. Photos of the creations are displayed in the children's area of the library and on the library's social media pages. All children who participate have their names entered into a quarterly drawing for a special LEGO® related prize provided by DuTrac.

Movies @ Your Library presents "Moana 2": Saturday, March 8 @ 1:00 pm. After receiving an unexpected call from her wayfinding ancestors, Moana must journey to the far seas of Oceania and into dangerous, long-lost waters for an adventure unlike anything she's ever faced. Rated PG (100 minutes).

Dungeons & Dragons Players Club: Saturday, March 8 @ 3:30 pm. Join us for this monthly gaming event for D & D players that meets in-person or you can join remotely via Discord. This group meets the second Saturday of every month and new players of all ages and skill levels are welcome. The library has materials available but feel free to bring your own. To join via Discord, contact Paul at Pzurawski@dyersville.lib.ia.us by 2:00 pm the day of the program to receive the server invite.

Build-A-Basket Fundraiser Silent Auction Begins: Monday, March 10. Join us for the Annual Build-A-Basket Fundraiser! Organizations, businesses, and individuals have donated some amazing baskets this year and now is your opportunity to bid on them. All items are on display in the library and a photograph with a description of contents is posted on both the library's Facebook page and website at www.dyersville.lib.ia.us. Bids can be placed in person at the library, by calling the library, or emailing librarian@dyersville.lib.ia.us. The highest bid will be listed along with the photo of the item on the library's website. This list will be updated daily. Bidding in the Silent Auction runs March 10 to April 13 and ends promptly at 3:00 pm on Sunday, April 13. All funds raised are used to support library programs, collections, and services.

Adult Crafternoon: Monday, March 10 from 1:00-3:00 pm. Join us this month to make a fun craft. Stop in the library to create and take home your finished project. If you prefer, you can pick up a take-and-make kit and craft on your own at home. Kits will be available while supplies last.

Unlocking Brain Fitness - KEYS to Dementia Prevention: Tuesdays, March 11 thru May 13 @ 1:00 pm. Join us for this 10-week evidence based course developed by doctors to help people aged 55 and older make lifestyle changes to reduce their risk of developing Alzheimer's and other forms of dementia. The KEYS dementia prevention course was started at the YMCA of Greater Des Moines and will be led by Brain Help & Hope. Participants should be 55 or older, in good cognitive health, and able to commit to attend the 10 in-person sessions. Sessions are 2 hours each. Registration fee of \$20.00 per participant is required but may be refunded to those who attend at least 9 of the sessions, upon request. Registration is required as a minimum of 10 and maximum of 15 participants are allowed. Please contact the library at (563)875-8912 for more information or to register. This series is sponsored in part by the Friends of the JKPL and Nightingale Drug.

Inspirational Fiction: A Novel Approach to Faith Book Club: Tuesday, March 11 @ 7:00 pm. Join us for this book club that features a variety of books that weave religious faith into the characters and storylines. For this month we will be reading *In A Far Off Land* by Stephanie Landsem. Books are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. If you want to attend via Zoom and haven't attended before, please register by 12 noon on the day of the program at <https://bit.ly/NOVELAPPROACH> so a link to the Zoom room can be emailed to you.

Portable Planetarium Experience: Wednesday, March 12 from 2:00-5:00 pm. Bring the kids to this family-friendly event where you go into a portable planetarium to see the night sky and learn about the stories of the stars. All ages welcome but those under 7 need a mature teen or adult companion. There will be 4 sessions offered and each session will be a 30 minute experience with a Dubuque County naturalist. Sessions will be offered at the following times: 2:00-2:30 pm / 2:30-3:00 pm / 4:00-4:30 pm / 4:30-5:00 pm. Space is limited to 20 people per session so registration is required. Call 563-875-8912 to reserve your space or visit: <https://www.dyersville.lib.ia.us/events>. Walk-ins will be allowed if a session is not full.

DCCB is committed to providing equal opportunity for participation in all programs, services and activities. We welcome and encourage people with disabilities to attend programs and events. Accommodations for persons with disabilities may be requested by contacting DCCB staff at 563-556-6745.

Kobolds Ate My Baby Role Playing Game: Friday, March 14 @ 6:00 pm. Join us after-hours for *Kobolds Ate My Baby*, a role playing game with simple rules and lots of shenanigans. We will be playing with the new Orange Edition! The library will have completed character sheets available. All ages and skill levels welcome.

Bingo Party: Monday, March 17 from 1:00-3:00 pm. Come enjoy bingo at the JKPL! There is a two-card limit, there is no cost to play, and there are prizes! Registration is recommended as space is limited. Bring your friends!

Cricut with Christopher: Monday, March 17 @ 6:00 pm. Come learn about the Cricut Maker from local expert Lisa Christopher. This month's project to be announced. Participants should be 14 or older. Registration is required as attendance is limited to 10. Cricut with Christopher will typically be held monthly on the third Monday of each month.

Armchair Travel - France: Tuesday, March 18 @ 4:00 pm. Grab your travel buddy and join us on this virtual visit to France! Chelsea Middendorf from Eagle Pointe Senior Living in Dubuque will take you on this tour - complete with snacks! This program is for older adults but all ages are welcome. Children must be accompanied by an adult. Armchair Travel programs will be held on the third Tuesday of most months. Note: For March and April, this program will be held at 4 pm.

Genealogy with Ann: Thursday, March 20 from 1:00-3:00 pm. Staff member Ann will be on hand to help you start, or continue to work on, your five-generation ancestor chart. Ann will also share information on free websites good for genealogy research. Attendees are encouraged to bring their own laptop, if they have one. Some library laptops will be available for use. Appointments with Ann can be made if that is more convenient.

Game Night @ Your Library: Saturday, March 22 from 4:00 - 6:00 pm. Bring your favorite game (card game, board game, role playing game, or video game) and meet, teach, and play with others! Game night is held on the 4th Saturday of every month. All ages welcome but those under the age of 7 need a teen or adult companion.

Strings Club: Monday, March 24 @ 6:00 pm. Do you have a ukulele, guitar or other string instrument that you would like to play more often? Do you want to grow your skills by jamming with others? Then come join the JKPL Strings Club! Teen and adult musicians of all skill levels are welcome. NOTE: This is not a class but a jam session so participants should know basic chords. Facilitated by Gary Bramel. This group typically meets on the fourth Monday of each month from October to April. Registration encouraged. Walk-ins are welcome as space allows.

JKPL Writing Group: Tuesday, March 25 @ 6:30 pm. Join us this month in person at the library, or remotely via Zoom, for a sharing session with writers of all types including poetry, memoir, fiction, or nonfiction. New members are welcome to join at any time. If you want to participate via Zoom, please register by 11:00 am on the day of the event at <https://bit.ly/JKPLwriting>.

Health & Wellness 365 with the Northeast Iowa Area Agency on Aging:
Thursday, March 27 @ 11:15 am. Topic to be announced. Presented by Nutrition Specialist Colleen Lawler.

STEAMFEST: Saturday, March 29 from 9:30 to 2:30. Visit the JKPL for this special event and discover some of the exciting S.T.E.A.M. (science, technology, engineering, art, and music) activities available at the library! There will be different activities available throughout the day in different spaces of the library. Come for one or come for all! All ages welcome but those under the age of 7 require a teen or adult companion. The schedule of events can be found on the library's website. For more information please contact the library at (563) 875-8912 or visit the website at www.dyersville.lib.ia.us

To: Mayor Jacque and City Council Members
Cc: Mick Michel, City Administrator
From: John F. Wandsnider, PE – Public Works Director/City Engineer
Date: January 13, 2025
Subject: Public Works Report: January 14 – February 12, 2025

Things have been operating well over the last month or so in Public Works.

Operation and Maintenance of Fleet, Highways, Streets, Alleys, Parks, Trails, Rivers, Creeks, etc.

The streets and fleets arm of Public Works is doing an excellent job with normal winter activities in the operations and maintenance of Dyersville's pavement and drainage systems and equipment. Until this week, it has been a pretty calm winter, on average. We estimate we had about 5 inches on Wednesday and anticipate another 3-6" over Friday and Saturday - we are ready for it. Of the 500 tons of salt planned for, we estimate that we have used about 200 tons, to-date. As time and conditions allow, we have been filling put holes and repairing and maintaining equipment.

The repairs to the street sweeper have been completed.

Operation and Maintenance of Drinking Water Delivery and Wastewater Disposal Systems

The drinking water source, storage, treatment, and distribution systems are serving the city well. The wastewater collection, pumping, treatment, and disposal systems are also operating well. Please refer to the Water and Wastewater reports for January, below.

Improvement and Expansion Projects

3rs Avenue S Bridge Replacement (added 2/25)

The City is applying for a grant through the Iowa DOT to replace this bridge. The City Engineer, with assistance from WHKS, has been assembling the necessary information and documents, responding to the various questionnaires, and meeting with the DOT, to complete the application process. (see info. elsewhere in the packet).

Field of Dreams Movie Site Roadway (added 11/24)

Project is out for bids, to be received February 25.

Castle Hill – 4th Addition (added 7/24)

Project is substantially complete.

Lake View Estates (added 7/24)

The utilities and the paving have been completed within the subdivision. The sanitary sewer extension across other private property has yet to be installed. This is expected to be completed by Spring. The developer's engineer has maintained a presence on the site when appropriate to help to ensure a quality product.

1st Avenue West - Old Highway Road - Improvement (Added 2/24)

Meeting with Street Committee is scheduled for Wednesday.

Downtown Streetscape Rehabilitation (Added 4/23)

The contractor returned to finish the improvements and clean things up. We are planning to finish the east side of the river in FY-25, and the west side on FY-26.

Hwy 52 Manhole Replacement at 2nd Avenue (Added 11/21)

Plan is for work to be done in May, 2025.

Downtown Businesses Accessibility – (Added June, 2021)

We met with the owners of DFR and The Ritz and presented the design. They were both very supportive. Plans are being finalized.

20 West Industrial Park, Phase III Rise Grant App. (Added August, 2022)

Paving has been complete. Street lights have been installed. Project is substantially complete.

Field of Dreams Stormwater Wetland and Mitigation (Added to list in April, 2020)

A map showing areas requiring attention has been prepared by the engineer. Work is expected this fall. A live streaming camera of the site is available for viewing at: <https://video.nest.com/live/G4AGPm8tkR>

Dyersville East Road Water and Sewer Extension 2020 (Added to list March, 2020)

Substantial completion has been issued for the Contract E Water and Sewer project.

- END -

Memorandum

To: Mayor, City Council Members and City Administrator

From: Terry Recker, Water Operator

Date: February 7th, 2025

Subject: **Water Operation January 2025 Report**

Water Pumped

Total Water Pumped for Month	12,550,000 Gallons
Average Pumped per Day	405,000 Gallons
Maximum Daily Pumped	605,000 Gallons

Chlorine Testing

Average Free Chlorine in the System –	1.80 mg/l
Average total Chlorine in the System -	1.88 mg/l

Polyphosphate

Average Residual at Well #4	1.25 mg/l
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Water Call Outs

2 for the month
Total for the year – 2

Water Main Breaks

1 for the month
Total for the year – 1

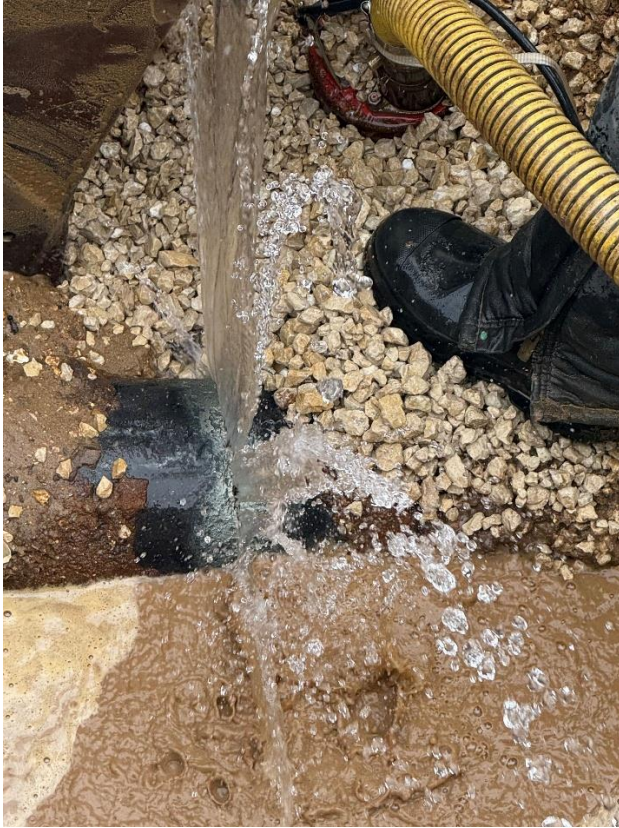
Water Activities

22- Line Locates Completed
40- Water Work Orders Completed

Operations and Maintenance

Bacteria samples were taken, and the results were negative. The monthly operating report was completed and sent to the DNR. Preventative maintenance was completed at Well#4 and #5, including exercising water valves and doing well draw down at both wells. Daily rounds were completed for the month at both wells. Meter reading was also completed this month. We had our first water main break of the year on January 24th on the corner of 4th street and 8th ave SE by Candy Cane Park. It was a clean shear of the water main, and Krapfl Construction was able to repair it quickly (pictures below). The last week of January we flushed 50 dead-end hydrants throughout the city. We do this quarterly to get rid of any stagnant water in the lines that don't have a lot of flow through them and help maintain good water quality throughout the city.

Water Operator in Charge,
Terry Recker



Memorandum

To: Mayor, City Council Members and City Administrator

From: Wastewater Operator

Date: February 3, 2025

Subject: **Wastewater Operations –**

Influent Flows

Total Treated for Month 14,198,000 Gallons
 Average Flow per Day 458,000 Gallons
 Maximum Daily Flow 520,000 Gallons
 Average Influent Biochemical Oxygen Demand 312 mg/l
 Plant loading pounds per day of 1221 lbs. plant design loading 2400 lbs. per day
 Average Influent Total Suspended Solids 351 mg/l.
 Plant loading pounds per day 1371 lbs. plant design loading 3600 lbs. per day.
 Average Influent Total Nitrogen 45 mg/l
 Plant loading pounds per day 180lbs.
 Average Influent Phosphorous 10 mg/l.
 Plant loading pounds per day 40lbs.

Effluent Testing

C.B.O.D. Monthly Average	2.1mg/l	Limit - 25 mg/l
T.S.S. Monthly Average	3.4mg/l	Limit - 30 mg/l
Ammonia Monthly Average	0 mg/l	Limit – 13 mg/l
Total Nitrogen	26 lbs per day	Yearly Average 88lbs per day
Phosphorus	2.8 lbs per day	Yearly Average 24lbs per day E-coli
Not Required until March		
Yearly Toxicity: Passed so we are good for another year.		

Sewer Call Outs – 0 for the month at the Treatment Plant.
 Total for the year – 0

Winter Maintenance and starting to do some sewer televising.



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

www.cityofdyersville.com

Memorandum

TO: Mayor Jeff Jacque and City Council
 From: Mick J. Michel, City Administrator
 RE: City Administrator's Report
 Date: February 14, 2025

I am pleased to present the monthly report outlining the progress made on ongoing commitments, priority projects, and initiatives aligned with the goals outlined in our 2024-2025 agenda.

1. **Residential Developments:** I have been collaborating with a consultant on the scope of work for the SW Stormwater Improvement project to proceed with K&K Building's proposal. Additionally, I am continuing to work with the developers' team on the workforce multi-residential development. The city council has approved two volunteer annexation agreements.
2. **Professional Ballpark Project:** I have assisted Dyersville Events with their Field of Dreams project and collaborated with the ownership group on their development plans. The city has completed the construction plans and documents for the Field of Dreams roadway design, and we are preparing to go out to bid for the project. Additionally, I have been working with Dyersville Events on their special events for 2025 and on youth sports activities.
3. **BUILD Grant (formally RAISE Grant):** We have submitted the grant for consideration.
4. **BRIC Grant:** I have been working with the consultant to finalize the study, which I hope to submit to the city council sometime in March 2025.
5. **Economic Development:** I have completed worksheets for our TIF attorneys regarding hotel and convenience store development. The City Council will review and consider these matters in March 2025. They are considering three rebate TIF agreements.
6. **3rd Avenue Bridge Replacement Project:** I am collaborating with the City Engineer and our engineers to gather the necessary information for IADOT to secure a grant.

Iowa DOT CHBP Grant

Public Survey Outreach

In 2025, the U.S. Department of Transportation will award up to \$250 million in Competitive Highway Bridge Program (CHBP) grants to support critical infrastructure projects across the country. CHBP is a nationally competitive grant program that provides additional transportation infrastructure funding to those who apply.

Dyersville along with 20+ other counties, cities and the Iowa Department of Transportation (Iowa DOT), is applying to receive funding to help rebuild 33 bridges in poor condition across the state. These bridge replacement projects would improve safety, increase communities' connection to nearby areas, provide easier access for freight and agricultural-related movement and allow for economic growth.

This survey will give us insight into your views on the bridges, how you use the current structures, and your thoughts on potential wider, safer bridges that can carry heavier loads. The survey should take no more than 5 minutes to complete. We appreciate your input!

<https://hdr.jotform.com/250434574403957>



january 2025

ecia spotlight



Hopkinton homeowner after lead and other safety issues and hazards addressed

**HUD Awards ECIA
Over \$14.9 MM**



Keep ECIA Top of Mind

Item 21.

Don't forget, ECIA can update your city code.

ECIA has been working with an attorney and other COGs across the state for more than 30 years to provide an up-to-date model city code. Currently, Dorsey and Whitney LLP (Dorsey) is the law firm that maintains the model city code in collaboration with the Iowa Association of Councils of Governments (ICOG) who convenes all the COGs across the state and facilitates the process outlined in the chart below.

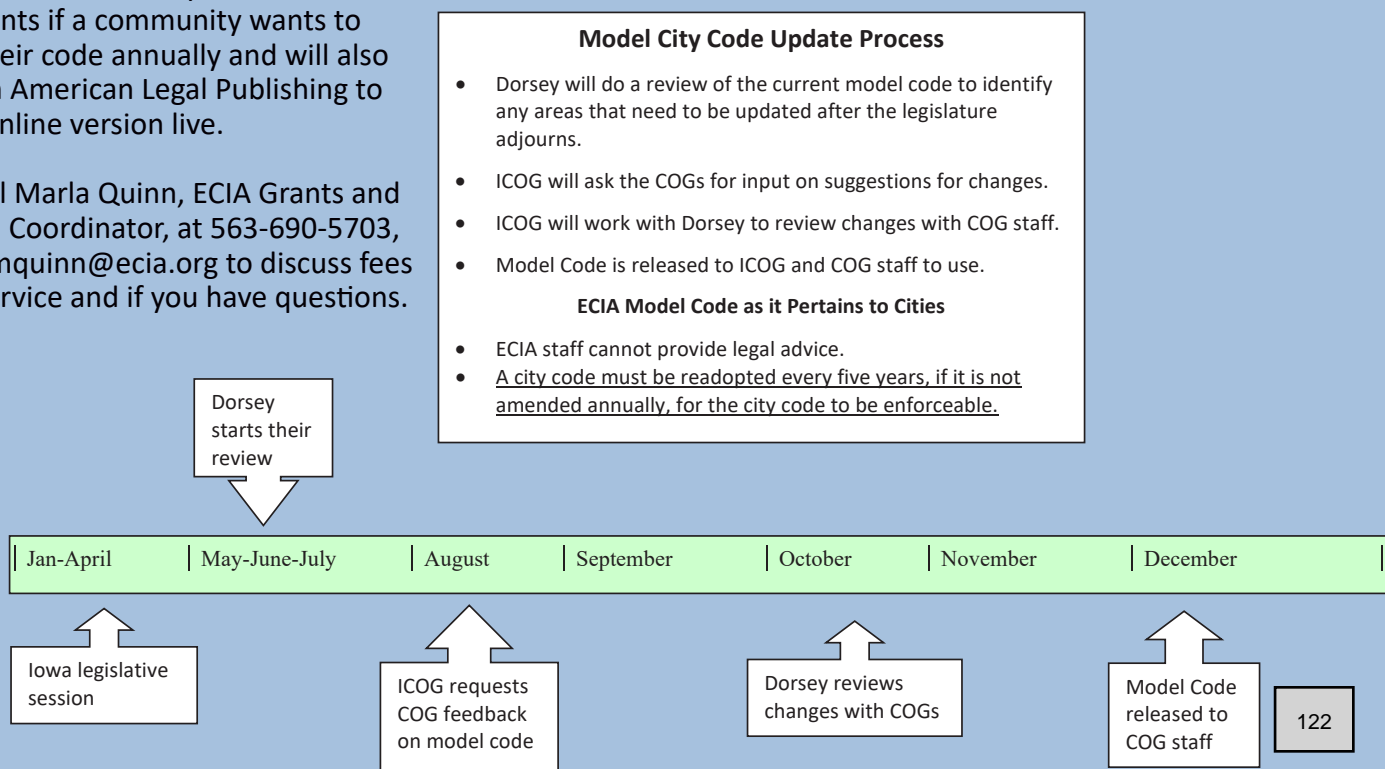
Each year in May, Dorsey reviews the current model code to identify any areas that need to be updated after the legislature adjourns. Then, in August ICOG obtains input from the COGs for feedback and input on suggestions for changes or clarifications. In December, an updated model city code is available for COG staff to use with their respective communities.

When ECIA works with communities, this is generally how the codification process looks for those that choose to update their code every five years (A City's code of ordinances must be updated every five years if they aren't doing annual amendments):

- A letter from ECIA is sent to mayors and city clerks the year before the city code will hit the five-year mark, briefly outlining the codification process.
- ECIA provides a codification cost estimate if requested by the City. This is based on the number of city ordinances adopted since the last update and pertinent model code changes.
- The clerk sends ECIA staff all adopted ordinances and resolutions that have been passed since the last city code update.
- ECIA staff incorporates the city ordinances and pertinent model code changes to the draft city code.
- ECIA meets with the Clerk and/or any other interested City staff and Council on the draft city code (this could take one or multiple meetings).
- ECIA staff makes any changes that came from those meetings and other conversations.
- A final draft is approved by City staff to move forward with adoption process.
- ECIA prepares a final draft with any changes highlighted in red and adoption materials which includes a resolution to pass the public hearing date, the public hearing notice, and the ordinance that adopts the new city code.
- After the adopting ordinance is certified and ECIA receives a copy, ECIA will prepare the final code for printing and posting on the city website.

ECIA also assists with city code supplements if a community wants to update their code annually and will also work with American Legal Publishing to keep an online version live.

Please call Marla Quinn, ECIA Grants and Municipal Coordinator, at 563-690-5703, or email mquinn@ecia.org to discuss fees for this service and if you have questions.





Kim Glaser
6 years



Angela Koppes
5 years



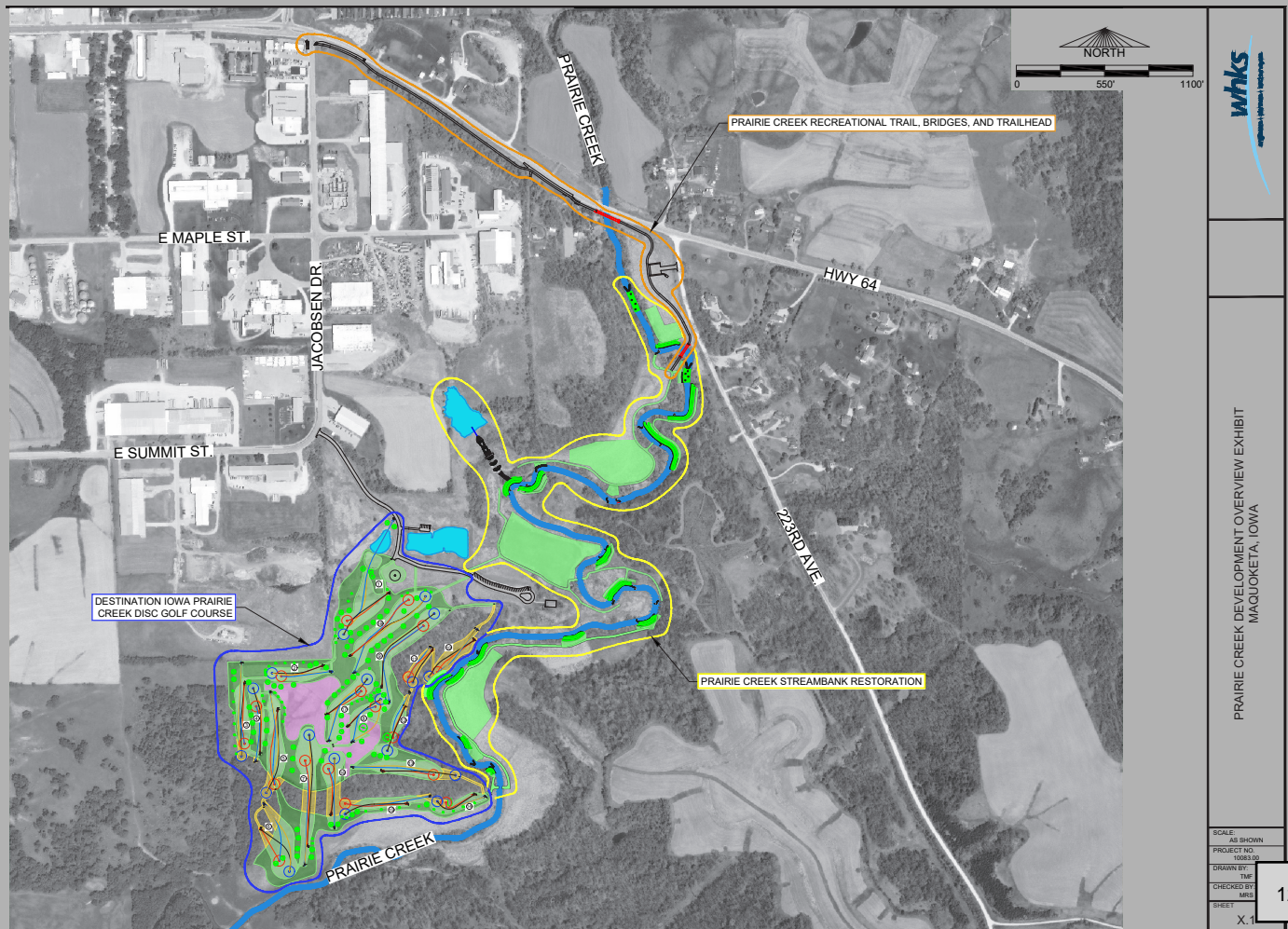
Katie Steffensmeier
4 years

Congratulations! Your dedication and hard work in and for the ECIA region are truly appreciated.

Maquoketa Receives \$400,000

The City of Maquoketa and Jackson County Conservation were awarded a \$400,000 Community Attraction and Tourism (CAT) grant for the Prairie Creek Recreation Area Enhancements project. The project involves streambank restoration for fishing, viewing and camping; construction of shelters, restrooms, trailheads and bridges; a trail connection from the recreation area to Maquoketa city limits; and the addition of an 18-hole championship-caliber disc golf course. Total project cost is nearly \$2 million.

CAT is funded through the Iowa Economic Development Authority and this award is the third CAT grant the Maquoketa area has received. The first one was \$825,000 in 2004 for the Y building on the south end of town, and the second one was for \$350,000 for the new community kitchen, community room, fair association offices, and meeting rooms at the county fairgrounds. ECIA staff wrote all these applications.



HUD Awards ECIA Over \$24.0M

Item 21.



ECIA's Community and Economic Development department secured several Department of Housing and Urban Development (HUD) grants to continue eliminating housing-related health and safety hazards in the region.

Lead Hazard Reduction & Healthy Home Grant – ECIA was awarded \$5,750,000 for a new 48-month grant focusing on privately-owned homes built prior to 1978. Funding will assist communities' efforts to protect vulnerable residents by making improvements to older housing to eliminate housing-related health and safety hazards. The focus area for this new four-year program will be the seven counties of Cedar, Clinton (excluding the City of Clinton), Delaware, Dubuque (excluding the City of Dubuque), Jackson, Jones, and Scott. ECIA staff is responsible for the day-to-day administration of the funds, conducting lead inspection/risk assessments, healthy homes assessments, preparing the scope of work, overseeing construction, and all fiscal management and disbursement of all funds. The goal is to improve 128 units by December 31, 2028.

Lead Hazard Reduction & Healthy Home Grant - The City of Clinton was awarded \$5,200,000 as the lead applicant, with Maquoketa included in the focus area of the project. This approach has been funded three times since 2017. ECIA is a sub-recipient and will be responsible for the day-to-day administration of the funds, conducting lead inspection/risk assessments, healthy homes assessments, preparing the scope of work, and overseeing construction. The goal is to improve 86 dwellings by November 2028.

Healthy Homes Production Grant – HUD awarded ECIA \$2,000,000 which will enable ECIA staff to address multiple housing-related health hazards in the homes of families simultaneously, instead of doing so one hazard at a

9 MM to Address Safety Issues

Item 21.



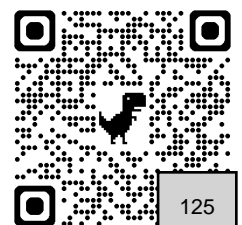
This additional funding will enhance the region's overall well-being and quality of life.



The goal is to improve 92 homes. Program objectives include: helping children and other vulnerable residents reach their full potential by preventing injuries and diseases, lowering healthcare costs, and improving their overall quality of life.

Older Adults Home Modification Grant – ECIA received \$2,000,000 to help seniors live independently and safely in their homes. The 3-year grant program will enable ECIA to work with contractors to modify senior rentals and homes through maintenance and repair projects based on findings in the homes by a certified occupational therapist. ECIA will administer the grant and address 150 homes throughout the ECIA five-county region, and MercyOne will provide the initial home safety and accessibility assessments, and occupational therapist services.

“With the additional funding, ECIA will continue to work with homeowners and landlords in our rural communities to improve housing stock, making homes a healthier and safer, enhancing the overall well-being of the communities we serve,” said Matt Specht, Director of Community and Economic Development. For more information and details, visit www.eciahomerepair.org or call 563-690-5776 or email homerepairs@ecia.org.



Tipton KIB/HP Community Improvements

Item 21.

Tipton was selected for a multi-year grant from the Iowa Department of Health and Human Services 5-2-1-0 Healthy Choices Count program. The Tipton Keep Iowa Beautiful (KIB) Hometown Pride (HP) committee is overseeing the implementation of the grant funding which helps increase physical activity and healthy eating.

In 2024 funds were used to purchase and install new play equipment and a permanent storybook walk at the city park. Additional grant funds were used to purchase several other items, including a mobile storybook walk that can be used at a variety of events.

This year, the Tipton KIB/HP committee vetted dozens of project suggestions and voted to use the funding to purchase soccer equipment and water stations at the public schools; improve pickleball courts and the community ice rink at the city park; and to purchase snowshoes, butterfly nets, and dipping nets to be used for free by citizens. The projects will all be completed by June 2025.



Worthington Mural Completed

A stunning new mural now graces Worthington capturing the town's rich agricultural heritage with a vibrant farming scene. In the background, the iconic light-blue Worthington water tower stands tall on the horizon, symbolizing the deep connection between the town and its rural landscape. Above this scene, the Worthington logo and slogan, "Little Town, Big Worth," designed by local sisters Michelle Jurgens and Jennie Jaeger, serve as a reminder of the town's heritage and pride. The logo, which includes the town's established year, celebrates Worthington's long-standing history as a tight-knit community where neighbors know and support one another.

In a nod to Worthington's deep baseball tradition, the mural also features the local baseball and softball teams' logo: two cardinals perched on a bat above the community name. Baseball has been central to Worthington's community spirit since 1896 when the first organized team was formed. Today, the town continues to draw fans for youth and semi-pro games, and many visitors praise the community's well-maintained "true dirt" infield.

The mural was created by local artist Kaitlyn Clemens, who completed it over several months. Sponsored by the Worthington Hometown Pride Committee, the project was supported by community volunteers and businesses. The Hometown Pride program has helped Worthington carry out several community-driven projects.

For instance, the first annual Fall Harvest Festival in 2023 raised funds for the mural. The committee also added a 20-foot waterfall Christmas light tree to Veterans Square Park during a St. Nicholas event, further fostering community pride. The total cost of the mural was \$2,850.



Cascade Works on Downtown Master Plan

Item 21.

The Cascade Economic Development Corporation (CEDC) and the City of Cascade have been busy working on their Downtown Master Plan. A key component of the plan is to make downtown Cascade more pedestrian-friendly and inviting. This includes creating shaded areas and ensuring the overall walkability of the district. By making the downtown more appealing, the CEDC hopes to attract not only local residents but also the many tourists who visit nearby attractions such as the Field of Dreams.

In 2022, the CEDC and City of Cascade invited the Iowa Economic Development Authority to complete a downtown assessment. The report highlighted the downtown area's potential for revitalization, noting its compact size, walkable layout, and recent positive developments. The CEDC is taking action on these recommendations by first developing the downtown Master Plan that incorporates the ideas and desires of the community.

MSA Professional Services was awarded the contract to complete the plan thanks to a \$28,000 Dubuque Racing Association (DRA) grant that ECIA secured for the project. The process began with a kickoff meeting in early January and the committee hosted the first citizen engagement event on January 29th.

In partnership with Cascade Communications, the CEDC is also working to enhance the downtown experience by providing free Wi-Fi throughout the downtown, City Park, and Legion Ballfield Park. By partnering with Cascade Communications, the CEDC believes that this amenity will further attract visitors and residents to the downtown area. The enhanced Wi-Fi system will offer flexibility for community events, allowing street vendors to enjoy secure connections for their point-of-sale operations while residents and visitors can stay connected throughout the entire downtown and park areas.



Another Thing to Keep in Mind

ECIA also writes and administers CDBG and HOME grants for local governments. The Community Development Block Grant (CDBG) and HOME Investment Partnership Programs involve compliance with complex state and federal regulations. All 11 of the ECIA Community and Economic Development staff are experienced in administering these programs.

Recent CDBG projects include:

- Maquoketa:
 - Wastewater plant improvements; \$600,000
 - Downtown Revitalization: Rehab of 8 building front and side facades; \$500,000
 - Community Facilities & Services: Sunshine Learning Center; \$600,000
 - Iowa Energy Efficiency and Conservation Block Grant (EECBG); Maquoketa Lighting for Modern Energy; \$90,455
- Lost Nation: Wells installation and improvements; \$250,000
- Clinton: Sewer separate and storm sewer repairs; \$500,000
- La Motte: Well project; \$500,000

If you are embarking on a project that fits these programs, email Matt Specht, Director of Community and Economic Development at mspecht@ecia.org.

BVM Sisters Help CSEI Care & Share

Item 21.

In 2022, Community Solutions of Eastern Iowa (CSEI), a nonprofit subsidiary of ECIA, created the Care & Share drive with the goal of spreading awareness on the topic of homelessness throughout Delaware and Dubuque counties while also collecting donations to support individuals and families living outside, and for those moving into their own apartments. This event takes place during the month of November, paying special observance to Homelessness Awareness Month. Each year, this event continues to grow, as does our reach. Thanks to our generous community and partner organizations, CSEI received numerous donations that will go directly into the hands of our clients.

The Sisters of Charity of the Blessed Virgin Mary, and their friends, graciously donated thousands of dollars' worth of items to CSEI's 2024 Care & Share program. This included 22 backpacks, 29 insulated sleeping bags, 20 tarps, 31 boxes of cleaning supplies, 37 boxes of hygiene products, and more. Jennifer Walker, Director of Special Programs stated, "The women religious orders in Dubuque always step in where needed most and get things done. The BVM community does so many remarkable things for those most in need."



The Sisters of Charity of the Blessed Virgin Mary & Friends with donations

Executive Director Search

The ECIA Council launched its search for a new Executive Director in mid-January. Interested candidates may apply by February 14, 2025. Please visit the link below for more information on the position and application instructions.

<https://tinyurl.com/ecia-director>



Empowering communities and their people through sustainable partnerships; promoting equity and inclusivity; and providing services to enhance the quality of life in the region.



2025

OPEN POSITION

Executive Director



NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
CROWNLIN PROPERTIES LLC AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on February 17, 2025, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Crownline Properties LLC (the "Company") in connection with the construction by the Company of a new warehouse for use in its business operations in the Consolidated Dyersville Economic Development District, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$870,000, as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Consolidated Dyersville Economic Development District. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

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

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

Tricia Maiers
City Clerk

**NOTICE OF MEETING FOR
APPROVAL OF DEVELOPMENT
AGREEMENT WITH CROWNLINE
PROPERTIES LLC AND
AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT
PAYMENTS**

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on February 17, 2025, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Crownline Properties LLC (the "Company") in connection with the construction by the Company of a new warehouse for use in its business operations in the Consolidated Dyersville Economic Development District, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$870,000, as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Company under the Development Agreement is not a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Consolidated Dyersville Economic Development District. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

Item 22.

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

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

Tricia Maiers, City Clerk
2-5

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(CROWNLIN PROPERTIES, LLC)

419893-80

Dyersville, Iowa

February 17, 2025

A meeting of the City Council of the City of Dyersville, Iowa, was held at 6:00 p.m., on February 17, 2025, at the Memorial Building, 340 1st Avenue East, in the City, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

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

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

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

There being no further objections or comments, the Mayor announced that the hearing was closed.

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

Ayes: _____

Nays: _____.

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

RESOLUTION 21-25

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

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

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

WHEREAS, the City has proposed to enter into a certain development agreement, with Crownline Properties, LLC (the “Company”) in connection with the construction by the Company of a new warehouse for use in its business operations in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City will agree to provide annual appropriation tax increment payments (the “Payments”) to the Company in a total amount not exceeding \$870,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on February 17, 2025, and has otherwise complied with statutory requirements for the approval of the Agreement, and it is now necessary to make provision for the approval of the Agreement; and

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

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

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

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

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

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

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

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

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

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

Certain real property situated in the City of Dyersville, Delaware County, State of Iowa bearing Delaware County Property Tax Parcel Identification Number 540000200192 and more particularly described as follows:

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

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

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the county auditors of Delaware County to evidence the continuing pledging of the Crowline Properties, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the county auditor shall allocate the taxes in

accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

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

Passed and approved February 17, 2025.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L Maiers, City Clerk

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

I, the undersigned, City Clerk of the City of Dyersville, hereby certify that the foregoing is a true and correct copy of the minutes of the City Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2025.

Tricia L. Maiers, City Clerk

STATE OF IOWA

SS:

DELAWARE COUNTY

I, the undersigned, County Auditor of Delaware County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2025, the City Clerk of the City of Dyersville, Iowa filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on February 17, 2025, entitled: "Resolution Approving Development Agreement with Crownline Properties, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this ____ day of _____, 2025.

County Auditor

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Dyersville, Iowa (the “City”) and Crownline Properties, LLC (the “Company”) as of the ____ day of _____, 2025 (the “Commencement Date”).

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

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

WHEREAS, the Company has undertaken the construction of an addition to its concrete batch plant facilities (the “Project”) for use in its business operations on the Property; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction; Maintenance of Project. The Company has constructed the Project on the Property.

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

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

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

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

4. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year, commencing in 2025, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by eighty percent (80%) (the “Annual Percentage”). In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Delaware County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the taxable incremental valuation of the Property.

The assessed taxable valuation of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 2024 (the “Base Valuation”).

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

5. Default Provisions.

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

- (i) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (ii) Failure by the Company to comply with the Business Operations Requirement.
- (iii) Failure by the Company to comply with Sections A.2 and A.4 of this Agreement.
- (iv) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

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

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

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make fifteen (15) annual economic development tax increment payments (the “Payments” and individually, each a “Payment”) to the Company during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$870,000 (the “Maximum Payment Total”), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Delaware County Treasurer attributable to the taxable valuation of the Property with the completed Project thereon.

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

This Agreement assumes that the taxable value of the Project will go on the property tax rolls as of January 1, 2025. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2027, and continuing through and including June 1, 2041, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2041.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025), provided, however, that each Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) received by the City from the Delaware County Treasurer attributable to the taxable valuation of the Property.

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

C. Administrative Provisions

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

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

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2041, or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

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

CITY OF DYERSVILLE, IOWA

By: _____
Mayor

Attest:

City Clerk

CROWNLIN PROPERTIES, LLC

By: _____
Its: _____

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property situated in the City of Dyersville, Delaware County, State of Iowa bearing Delaware County Property Tax Parcel Identification Number 540000200192 and more particularly described as follows:

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

EXHIBIT B
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
 \$_____.
- (3) Base Taxable Valuation of Property (January 1, 2024):
 \$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
 \$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
 \$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
 \$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x .80 (80%) = Company's Estimate (\$_____)

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
STORE SPE USLBM 2017-6 LLC AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on February 17, 2025, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Store SPE USLBM 2017-6 LLC (the "Company") in connection with the construction by the Company of a new warehouse for use in its business operations in the Consolidated Dyersville Economic Development District, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$570,000, as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Consolidated Dyersville Economic Development District. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

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

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

Tricia Maiers
City Clerk

**NOTICE OF MEETING FOR
APPROVAL OF DEVELOPMENT
AGREEMENT WITH STORE
SPE USLBM 2017-6 LLC AND
AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT
PAYMENTS**

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on February 17, 2025, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Store SPE USLBM 2017-6 LLC (the "Company") in connection with the construction by the Company of a new warehouse for

use in its business operations in the Consolidated Dyersville Economic Development District, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$570,000, as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Consolidated Dyersville Economic Development District. Some or all of

the payments under the Development Agreement may be subject to annual appropriation by the City Council.

Item 24.

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

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

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Tricia Maiers, City Clerk

2-5

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(STORE SPE USLBM 2017-6 LLC)

419893-78

Dyersville, Iowa

February 17, 2025

A meeting of the City Council of the City of Dyersville, Iowa, was held at 6:00 p.m., on February 17, 2025, at the Memorial Building, 340 1st Avenue East, in the City, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Store SPE USLBM 2017-6 LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

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

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

There being no further objections or comments, the Mayor announced that the hearing was closed.

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

Ayes: _____

Nays: _____.

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

RESOLUTION 22-25

Resolution Approving Development Agreement with Store SPE USLBM 2017-6 LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, the City has proposed to enter into a certain development agreement, with Store SPE USLBM 2017-6 LLC (the “Company”) in connection with the construction by the Company of a new warehouse for use in its business in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City will agree to provide annual appropriation tax increment payments (the “Payments”) to the Company in a total amount not exceeding \$570,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on February 17, 2025, and has otherwise complied with statutory requirements for the approval of the Agreement, and it is now necessary to make provision for the approval of the Agreement; and

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

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

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

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

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

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

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

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

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

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Store SPE USLBM 2017-6 LLC Subfund"), into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Dyersville, Dubuque County, State of Iowa bearing Dubuque County Property Tax Parcel Identification Number 0732127006 and more particularly described as follows:

Lot 1 of Lot 1 of the S ½ of the NW ¼, & Lot 1 of Lot 1 of Lot 2 of Lot 2 of the NE ¼ of the NW ¼, of Section 32, Township 89 North, Range 2 West of the 5th P.M., according to the United States Government Survey and the recorded plats thereof, and Lot 1 of the Subdivision of that part of Lot 190 in East Dyersville, lying North of the Chicago Great Western Railroad Track, and Lot 1 of the Subdivision of Bradford Street Vacated and the portions of Stanton Street Vacated in Book of Affidavits 2 on Pages 601 and 619, all in the City of Dyersville, Iowa, according to the recorded plats thereof.

Section 5. The City hereby pledges to the payment of the Agreement the Store SPE USLBM 2017-6 LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Store SPE USLBM 2017-6 LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the county auditors of Dubuque County to evidence the continuing pledging of the Store SPE USLBM 2017-6 LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the county auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

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

Passed and approved February 17, 2025.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

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

I, the undersigned, City Clerk of the City of Dyersville, hereby certify that the foregoing is a true and correct copy of the minutes of the City Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2025.

Tricia L. Maiers, City Clerk

STATE OF IOWA

SS:

DUBUQUE COUNTY

I, the undersigned, County Auditor of Dubuque County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2025, the City Clerk of the City of Dyersville, Iowa filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on February 17, 2025, entitled: "Resolution Approving Development Agreement with Store SPE USLBM 2017-6 LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this ____ day of _____, 2025.

County Auditor

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Dyersville, Iowa (the “City”) and Store SPE USLBM 2017-6, LLC (the “Company”) as of the ____ day of _____, 2025 (the “Commencement Date”).

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

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

WHEREAS, the Company has undertaken the construction of a new warehouse (the “Project”) for use in its business operations on the Property; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction; Maintenance of Project. The Company has constructed the Project on the Property.

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

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

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

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

4. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year, commencing in 2025, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by eighty percent (80%) (the “Annual Percentage”). In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Dubuque County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the taxable incremental valuation of the Property.

The assessed taxable valuation of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be \$99,100. (the “Base Valuation”).

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

5. Default Provisions.

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

- (i) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (ii) Failure by the Company to comply with the Business Operations Requirement.
- (iii) Failure by the Company to comply with Sections A.2 and A.4 of this Agreement.
- (iv) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

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

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

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the “Payments” and individually, each a “Payment”) to the Company during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$100,000 (the “Maximum Payment Total”), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Dubuque County Treasurer attributable to the taxable valuation of the Property with the completed Project thereon.

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

This Agreement assumes that the first affirmative appropriation decision under Section B.2 of this Agreement and the first certification under Section B.4 of this Agreement will occur before December 1, 2025. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2027, and continuing through and including June 1, 2036, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2036.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025), provided, however, that each Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) received by the City from the Dubuque County Treasurer attributable to the taxable valuation of the Property.

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

C. Administrative Provisions

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

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

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

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

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

CITY OF DYERSVILLE, IOWA

By: _____
Mayor

Attest:

City Clerk

STORE SPE USLBM 2017-6, LLC

By: _____
Its: _____

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property situated in the City of Dyersville, Dubuque County, State of Iowa bearing Dubuque County Property Tax Parcel Identification Number 0732127006 and more particularly described as follows:

Lot 1 of Lot 1 of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$, & Lot 1 of Lot 1 of Lot 2 of Lot 2 of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, of Section 32, Township 89 North, Range 2 West of the 5th P.M., according to the United States Government Survey and the recorded plats thereof, and Lot 1 of the Subdivision of that part of Lot 190 in East Dyersville, lying North of the Chicago Great Western Railroad Track, and Lot 1 of the Subdivision of Bradford Street Vacated and the portions of Stanton Street Vacated in Book of Affidavits 2 on Pages 601 and 619, all in the City of Dyersville, Iowa, according to the recorded plats thereof.

EXHIBIT B
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
 \$_____.
- (3) Base Taxable Valuation of Property:
 \$99,100.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
 \$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
 \$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
 \$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x .80 (80%) = Company's Estimate (\$_____)

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH JDJ
REAL ESTATE, LLC AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on February 17, 2025, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and JDJ Real Estate, LLC (the "Company") in connection with the construction by the Company of a new warehouse for use in its business operations in the Consolidated Dyersville Economic Development District, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$100,000, as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Consolidated Dyersville Economic Development District. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

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

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

Tricia Maiers
City Clerk

**NOTICE OF MEETING FOR
APPROVAL OF DEVELOPMENT
AGREEMENT WITH JDJ REAL
ESTATE, LLC AND AUTHORIZATION
OF ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS**

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on February 17, 2025, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and JDJ Real Estate, LLC (the "Company") in connection with the construction by the Company of a new warehouse for use in its business operations in the Consolidated Dyersville Economic Development District, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$100,000, as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City

to make incremental property tax payments to the City under the Development Agreement shall not be a general obligation of the City but such payments will be payable solely and only from incremental property tax revenues generated within the Consolidated Dyersville Economic Development District. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

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

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

Tricia Maiers, City Clerk

2-5

Item 26.

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HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(JDJ Real Estate, LLC)

419893-79

Dyersville, Iowa

February 17, 2025

A meeting of the City Council of the City of Dyersville, Iowa, was held at 6:00 p.m., on February 17, 2025, at the Memorial Building, 340 1st Avenue East, in the City, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and JDJ Real Estate, LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

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

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

There being no further objections or comments, the Mayor announced that the hearing was closed.

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

Ayes: _____

Nays: _____.

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

RESOLUTION 23-25

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

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

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

WHEREAS, the City has proposed to enter into a certain development agreement, with JDJ Real Estate, LLC (the “Company”) in connection with the construction by the Company of a new warehouse for use in its business operations in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City will agree to provide annual appropriation tax increment payments (the “Payments”) to the Company in a total amount not exceeding \$100,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on February 17, 2025, and has otherwise complied with statutory requirements for the approval of the Agreement, and it is now necessary to make provision for the approval of the Agreement; and

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

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

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

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

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

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

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

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

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

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

Certain real property situated in the City of Dyersville, Dubuque County, State of Iowa bearing Dubuque County Property Tax Parcel Identification Number 0730302008 and more particularly described as follows:

Lot 1 of Dyersville Industrial Park #5, City of Dyersville, Dubuque County, Iowa.

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

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

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

Passed and approved February 17, 2025.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

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

I, the undersigned, City Clerk of the City of Dyersville, hereby certify that the foregoing is a true and correct copy of the minutes of the City Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2025.

Tricia L. Maiers, City Clerk

STATE OF IOWA

SS:

DUBUQUE COUNTY

I, the undersigned, County Auditor of Dubuque County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2025, the City Clerk of the City of Dyersville, Iowa filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on February 17, 2025, entitled: "Resolution Approving Development Agreement with JDJ Real Estate, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this ____ day of _____, 2025.

County Auditor

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Dyersville, Iowa (the “City”) and JDJ Real Estate, LLC (the “Company”) as of the ____ day of _____, 2025 (the “Commencement Date”).

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

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

WHEREAS, the Company has undertaken the construction of a new warehouse (the “Project”) for use in its business operations on the Property; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction; Maintenance of Project. The Company has constructed the Project on the Property.

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

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

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

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

4. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year, commencing in 2025, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by fifty percent (50%) (the “Annual Percentage”). In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Dubuque County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the taxable incremental valuation of the Property.

The assessed taxable valuation of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be \$402,100. (the “Base Valuation”).

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

5. Default Provisions.

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

- (i) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (ii) Failure by the Company to comply with the Business Operations Requirement.
- (iii) Failure by the Company to comply with Sections A.2 and A.4 of this Agreement.
- (iv) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

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

6. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$5,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues received by the City to make the Payments before making any Payments to the Company, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the “Payments” and individually, each a “Payment”) to the Company during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$100,000 (the “Maximum Payment Total”), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Dubuque County Treasurer attributable to the taxable valuation of the Property with the completed Project thereon.

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

This Agreement assumes that the first affirmative appropriation decision under Section B.2 of this Agreement and the first certification under Section B.4 of this Agreement will occur before December 1, 2025. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2027, and continuing through and including June 1, 2036, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2036.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025), provided, however, that each Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) received by the City from the Dubuque County Treasurer attributable to the taxable valuation of the Property.

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

C. Administrative Provisions

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

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

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

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

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

CITY OF DYERSVILLE, IOWA

By: _____
Mayor

Attest:

City Clerk

JDJ REAL ESTATE, LLC

By: _____
Its: _____

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property situated in the City of Dyersville, Dubuque County, State of Iowa bearing Dubuque County Property Tax Parcel Identification Number 0730302008 and more particularly described as follows:

Lot 1 of Dyersville Industrial Park #5, City of Dyersville, Dubuque County, Iowa.

EXHIBIT B
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
 \$_____.
- (3) Base Taxable Valuation of Property:
 \$402,100.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
 \$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
 \$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
 \$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x .50 (50%) = Company's Estimate (\$_____)

NOTICE OF MEETING FOR APPROVAL OF LEASE AGREEMENT WITH BB
COMMUNITY LEASING SERVICES, INC. AND AUTHORIZATION OF CITY
ADMINISTRATOR TO ENTER INTO SAID AGREEMENT

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on the 17th day of February 2025, at 6:00 PM, at which time and place proceedings will be instituted and action taken to approve a Lease Agreement between the City and BB Community Leasing Services, Inc. for the finance of the acquisition of 2025 Western Star 47X Snow Plow and Accessories.

Copies of the Master Equipment Lease/Purchase Agreement are available at the City Clerk's office.

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

This notice is given by order of the City Council of Dyersville, Iowa, in accordance with Chapter 73A of the Code of Iowa.

Tricia L. Maiers,
City Clerk

**NOTICE OF MEETING FOR
APPROVAL OF LEASE AGREEMENT
WITH BB COMMUNITY
LEASING SERVICES, INC. AND
AUTHORIZATION OF CITY
ADMINISTRATOR TO ENTER INTO
SAID AGREEMENT**

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on the 17th day of February 2025, at 6:00 PM, at which time and

place proceedings will be instituted and action taken to approve a Lease Agreement between the City and BB Community Leasing Services, Inc. for the finance of the acquisition of 2025 Western Star 47X Snow Plow and Accessories.

Copies of the Master Equipment Lease/Purchase Agreement are available at the City Clerk's office.

At the meeting, the Council will receive oral or written objections from

any resident or member of the City. Thereafter, any member may, at the meeting of the Council, object to the Lease Agreement and thereupon take action to approve the Lease Agreement or abandon the proposal.

This notice is given by order of the City Council of Dyersville, Iowa, in accordance with Chapter 73A of the Code of Iowa.

Tricia L. Maiers, City Clerk

2-5

Item 28.

RESOLUTION NO. 15-25

Approving Lease Agreement with BB Community Leasing Services, Inc.

WHEREAS, the City of Dyersville, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City and State of Iowa, will finance the acquisition of 2025 Western Star 47X Snow Plow and Accessories; and,

WHEREAS, an agreement between the City and BB Community Leasing Services, Inc. has prepared a Lease Purchase Agreement (the “Lease Agreement”); and,

WHEREAS, this City Council has published notice, has held a public hearing on the Agreement on February 17, 2025, and has otherwise complied with statutory requirements for the approval of the Agreement; and,

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

Section 1. The Agreement is hereby approved, and the City Administrator is authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council.

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

Passed and approved on February 17, 2025.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

Monday, January 27, 2025

Mick Michel
City of Dyersville
340 1st Ave E
Dyersville, IA 52040

RE: Lease#6074-001

Dear Mick,

We are pleased to enclose the following lease documents for authorized signature and return. Please note that the required signatures are noted below each document.

- **MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 6074**
Mick Michel, City Administrator
- **EXHIBIT A SCHEDULE OF PROPERTY**
Mick Michel, City Administrator
- **EXHIBIT A-1 RENTAL PAYMENT SCHEDULE**
Mick Michel, City Administrator
- **EXHIBIT B FINAL ACCEPTANCE CERTIFICATE**
Mick Michel, City Administrator
- **PAYMENT AUTHORIZATION**
Payment Options
Mick Michel, City Administrator
- **INSURANCE AUTHORIZATION LETTER**
Mick Michel, City Administrator
- **IOWA SALES TAX EXEMPTION CERTIFICATE**
MickMichel
-

Please note that we have also enclosed IRS Form 8038, including applicable instructions. We are including this form as a matter of convenience for you. The IRS requires that you report certain information to them associated with entering into a municipal lease. We have completed the form for you to the extent possible. You need only review the form for accuracy, sign, date and return to us with the other documents. We will transmit to the IRS according to the instructions on your behalf.

We have also provided a form letter for your attorney to complete and return to us on their letterhead stating that they have reviewed the agreements and concur with their validity. We will email a Word document file of this form letter to assist in this process.

Finally, please provide final vendor invoices consistent. We will process for payment upon receipt. The final invoice should detail the equipment described within the lease schedule(s), attached and any serial#'s, if applicable.

Please return all **original signed documents** to BB Community Leasing Services, Inc., 7700 Mineral Point Road, Madison, WI, 53717.

We thank you for the opportunity to serve you. Please feel free to call with questions.

Very truly yours,

Tammy Hintch
Leasing Officer
608-826-6502
thintch@bankersbankusa.com

Amber Benjamin
Leasing Admin Specialist
608-829-6441
abenjamin@bankersbankusa.com

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 6074

This Master Equipment Lease/Purchase Agreement dated as of **02/18/2025**, and entered into between **BB Community Leasing Services, Inc.**, a **Wisconsin** corporation (“Lessor”), and **City of Dyersville** (“Lessee”), a body corporate and politic existing under the laws of the State of **Iowa**.

1. **Agreement.** Lessee agrees to lease from Lessor certain “Equipment” as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a “Schedule”, subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a “Lease”.
2. **Term.** The “Commencement Date” for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The “Lease Term” for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this agreement is terminated. The “Original Term” means the period from the Commencement Date for each Lease until the end of Lessee’s fiscal year or biennium (as the case may be) (the “Fiscal Period”) in effect at such Commencement Date. The “Renewal Term” for each Lease is each term having a duration that is coextensive with the Fiscal Period.
3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located (“State”) to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.
4. **Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total cost of the Equipment listed in each Schedule will not be less than the total principal portion of the rental payments listed in such rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (“Code”), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease does not constitute a “true” lease for federal income tax purposes.
5. **Lease of Equipment.** Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee’s governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.
6. **Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payment to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable schedule for any Renewal Term is within the discretion of the governing body of Lessee.
7. **Nonappropriation.** Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee shall, at its sole expense, both restore the equipment to its original condition, allowing for reasonable wear and tear, and agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.
8. **Conditions to Lessor’s Performance.** This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within the Lessor’s discretion. Lessee will cooperate with Lessor in Lessor’s review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor’s review of any proposed Lease. Such documentation may include without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.
9. **Rental Payments.** Lessee shall promptly pay “Rental Payments” as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. To the extent permitted by law, Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the maximum rate permitted by law, from such date until paid. Rental Payments consist of principle and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*
10. **Rental Payments To Be Unconditional.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORSEEN CIRCUMSTANCES.
11. **Delivery; Installation; Acceptance.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.
12. **Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor’s consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.
13. **Use; Maintenance.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee’s own cost and expense maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.
14. **Title.** Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor’s rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to section 22 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.
15. **Security Interest.** To secure the payment of all of Lessee’s obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on all equipment and fixtures that the Lessee leases/purchases from the Lessor, now existing or hereafter acquired, and (i) all accounts instruments, documents, general intangibles, security deposits, or reserves; (ii) all spares, repairs, accessories, additions, attachments, replacements, substitutions, or accessions; and (iii) all insurance and other proceeds or products, all as may directly or indirectly arise out of or be related to the foregoing equipment and fixtures, wherever located. Lessee authorizes Lessor to file or record UCC financing statements to perfect Lessor’s security interest in the collateral granted

preceding sentence. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for recording or filing to protect the interest of Lessor including, but not limited to, a UCC financing statement. Lessee acknowledges and agrees that the Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become in any manner affixed or attached to, imbedded in, or permanently resting upon real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

16. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

17. Insurance. At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured. If you do not give evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the term of this Lease, including any renewal or extensions, from an insurer of our choice, including an insurer that is our affiliate. We may add the costs of acquiring and maintaining such insurance, and our fees for our service in placing and maintaining such insurance (collectively, "Insurance Charge") to the amounts due from you under this Lease.

18. Advances. In case of failure of Lessee to keep the Equipment in good repair and working order, to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Lease, Lessor shall have the right, but shall not be obligated, to maintain and repair the Equipment and pay the cost thereof, to affect such insurance, or pay such fees, assignments, charges and taxes, as the case may be. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the maximum rate permitted by law.

19. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in the full cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any cost thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor's interest in the Equipment and in any other equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

20. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

21. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in the Lease's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

23. Assignment. Lessor's right, title and interest in and to each Lease, including Rental Payments and other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interest and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases. None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

24. Events of Default. Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

25. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such a remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

26. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

27. Notices. All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

28. Release and Indemnification. To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result

entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease term under all Leases for any reason.

29. Miscellaneous Provisions. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to “Lessor” shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of WI.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date below.

LESSEE: City of Dyersville

x

Mick Michel, City Administrator

LESSOR: BB Community Leasing Services, Inc.

x

Linda Lease, President & Managing Officer

EXHIBIT A SCHEDULE OF PROPERTY
LEASE NO. 6074-001

RE: Schedule of Property No. **6074-001**, dated **2/18/2025**, to Master Equipment Lease/Purchase Agreement Number **6074**, dated as of **2/18/2025** between **BB Community Leasing Services, Inc.** as Lessor, and **City of Dyersville**, as Lessee. All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

1. The following items of Equipment are hereby included under this Schedule to the Agreement:

Description	Serial Number/VIN
2025 Western Star 47X	5KKABPFE6SLVY7508
Snow Plow - INSTALL 10'/11' MUNIBODY, STAINLESS Serial # MB2-811217-1; INSTALL 11' X 42" REVERSIBLE PLOW, INTEGRAL SHIELD Serial # RSP-811217-1; INSTALL QUICK HITCH Serial # HT-811217-1; INSTALL 8' HWS WING SYSTEM, YELLOW, EXT MID MOUNT Serial # WNG-811217-1; INSTALL FORCE AMERICA HYDRAULICS	

2. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**
3. Lessee hereby designates the Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Schedule is executed is not reasonably expected to exceed \$10,000,000.00. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000.00 of tax-exempt obligations (including the Schedule but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which this Schedule is executed without first obtaining an opinion of nationally recognized counsel acceptable to Lessor that the designation of the Schedule as a "qualified tax-exempt obligation" will not be adversely affected.

Dated: **2/18/2025**

LESSEE: City of Dyersville

x

Mick Michel, City Administrator

LESSOR: BB Community Leasing Services, Inc.

x

Linda Lease, President & Managing Officer

Date:

Rate Period : Annual

Nominal Annual Rate : 6.670 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	02/18/2025	262,091.00	1		
2 Payment	07/01/2025	46,178.30	7	Annual	07/01/2031

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 02/18/2025				262,091.00
1 07/01/2025	46,178.30	6,458.43	39,719.87	222,371.13
2025 Totals	46,178.30	6,458.43	39,719.87	
2 07/01/2026	46,178.30	14,832.15	31,346.15	191,024.98
2026 Totals	46,178.30	14,832.15	31,346.15	
3 07/01/2027	46,178.30	12,741.37	33,436.93	157,588.05
2027 Totals	46,178.30	12,741.37	33,436.93	
4 07/01/2028	46,178.30	10,511.12	35,667.18	121,920.87
2028 Totals	46,178.30	10,511.12	35,667.18	
5 07/01/2029	46,178.30	8,132.12	38,046.18	83,874.69
2029 Totals	46,178.30	8,132.12	38,046.18	
6 07/01/2030	46,178.30	5,594.44	40,583.86	43,290.83
2030 Totals	46,178.30	5,594.44	40,583.86	
7 07/01/2031	46,178.30	2,887.47	43,290.83	0.00
2031 Totals	46,178.30	2,887.47	43,290.83	
Grand Totals	323,248.10	61,157.10	262,091.00	

X _____
Mick Michel, City Administrator

EXHIBIT B FINAL ACCEPTANCE CERTIFICATE

Lease# 6074-001

RE: Schedule of Property No. **6074-001**, dated **2/18/2025** to Master Equipment Lease/Purchase Agreement # **6074**, dated as of **2/18/2025**, between **BB Community Leasing Services, Inc.** as Lessor, and **City of Dyersville**, as Lessee.

In accordance with the Master Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 17 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

DATE: **2/18/2025**

LESSEE: **City of Dyersville**

x

Mick Michel, City Administrator

LESSOR: **BB Community Leasing Services, Inc.**

x

Linda Lease, President & Managing Officer

Payment Authorization

Date: **02/18/2025**

Lease No. **6074-001**

☐ **OPTION #1: Automatic Payments (ACH)**

I, as an officer of **City of Dyersville** ("Lessee"), hereby authorize **BB Community Leasing Services, Inc.** ("Lessor") and the bank indicated to initiate debit entries to the Corporate or Personal Checking Account named below. The term, amount and dates of the debit entries correspond to the rental payment dates and amounts indicated in the Lease dated **02/18/2025** and any Amendments thereto, including any changes in the Sales/Use Tax amount. Lessee also authorizes Lessor to debit Lessee's Corporate or Personal Checking Account named below in the amount of \$30.00 for each ACH that is returned because of insufficient funds. Lessee further agrees to give Lessor thirty (30) days advance notification of any changes in the bank relationship as listed below. This authority will remain in effect until the terms of the lease are satisfied or when agreed upon by Lessor and Lessee. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

This Account is a:

☐ Personal Account

☐ Corporate Account

Name of Lessee's Financial Institution:

Address of Lessee's Financial Institution:

Name on Lessee's Account to be debited:

Checking Account Number:

Bank Routing Number*:

*The Bank Routing Number is located between the symbols /: 000000000 /: on the bottom of your check.

PLEASE PROVIDE A VOIDED OR PHOTOCOPY OF A CHECK FOR REFERENCE

x _____ **Date:**
Mick Michel, City Administrator

☐ **OPTION #2: Invoice to: 340 1st Ave E, Dyersville, IA 52040**

x _____ **Date:**
Mick Michel, City Administrator

INSURANCE AUTHORIZATION LETTER

DATE: 02/18/2025

Lease No. 6074-001

INSURANCE COMPANY: _____

INSURANCE AGENCY: _____

AGENT: ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

RE: City of Dyersville

BB Community Leasing Services, Inc. ("Lessor") has entered into a Lease with City of Dyersville ("Lessee") for the following:

Description	Serial Number/VIN	Cost
2025 Western Star 47X	5KKABPFE6SLVY7508	\$135,206.00
Snow Plow - INSTALL 10'/11' MUNIBODY, STAINLESS Serial # MB2-811217-1; INSTALL 11" X 42" REVERSIBLE PLOW, INTEGRAL SHIELD Serial # RSP-811217-1; INSTALL QUICK HITCH Serial # HT-811217-1; INSTALL 8' HWS WING SYSTEM, YELLOW, EXT MID MOUNT Serial # WNG-811217-1; INSTALL FORCE AMERICA HYDRAULICS		\$126,885.00

Total Equipment Cost: **\$262,091.00.**

The terms of the Lease require the Lessee to provide the Lessor with the insurance coverage listed below. The Lessee has signed this form at the bottom authorizing you to provide this coverage. Evidence of insurance in the form of a certificate is acceptable until formal endorsements can be issued. It will not be acceptable unless all endorsements are clearly stated.

PLEASE FORWARD A CERTIFICATE IMMEDIATELY FOR THE ENDORSEMENTS INDICATED BELOW TO:

abenjamin@bankersbank.com

BB Community Leasing Services, Inc.
7700 Mineral Point Road
Madison, WI 53717

1) LIABILITY REQUIREMENTS

- a) \$1,000,000 single limit Bodily Injury and Property Damage coverage.
- b) Endorsement naming Lessor as an ADDITIONAL INSURED insofar as this equipment is concerned.
- c) Endorsement giving Lessor ten (10) days written notice of any cancellation, reduction or altering of coverage.
- d) Endorsement "It is understood and agreed that this insurance is primary insofar as it relates to any and all equipment leased from Lessor."

2) PHYSICAL DAMAGE REQUIREMENTS

- a) ALL RISK coverage for not less than the total equipment/ facility cost of **\$262,091.00**
- b) Endorsement naming Lessor as LOSS PAYEE insofar as this equipment is concerned.
- c) Endorsement giving Lessor ten (10) days written notice of any cancellation, reduction or alteration of coverage.

The undersigned hereby authorizes you to provide Lessor the above coverage.

LESSEE: City of Dyersville

×

Mick Michel, City Administrator

Date: _____



This document is to be completed by a purchaser whenever claiming exemption from sales/use tax. *Seller:* Keep this certificate in your files. *Purchaser:* Keep a copy of this certificate for your records. Do not send this to the Department of Revenue.

Purchaser Name: City of Dyersville			Seller Name: BB Community Leasing Services, Inc.		
Address: 340 1st Ave E			Address: 7700 Mineral Point Road		
Dyersville	IA	52040	Madison	WI	53717
General Nature of Business: Municiple					

Purchaser is doing business as a:

- ☐ Retailer
Sales tax permit no. : _____
- ☐ Wholesaler ☐ Farmer ☐ Lessor
- ☐ Manufacturer ☐ Nonprofit Hospital
- ☐ Private Nonprofit Educational Institution
- ☐ Governmental Agency (including public schools)
- ☐ Qualifying Residential Care Facility
- ☐ Non-Profit Museum ☐ Other: _____

Purchaser is claiming exemption for the following reason:

- ☐ Resale ☐ Leasing ☐ Processing
- ☐ Qualifying Farm Machinery/Equipment
- ☐ Qualifying Industrial Machinery/Equipment
- ☐ Qualifying Replacement Parts ☐ Qualifying Computer
- ☐ Pollution Control Equipment ☐ Recycling Equipment
- ☐ Research and Development Equipment
- ☐ Direct Pay (permit no. required): _____
- ☐ Other: _____

Description of Purchase: Attach additional information if necessary. Leased Equipment

Under penalty of perjury, I swear that the information on this form is true and correct.

Signature of Purchaser _____ Title _____ Date _____ 31-014 (1/00)

Exemption Certificate Instructions

This exemption certificate is to be completed by the purchaser claiming exemption from tax and given to the seller. The seller must retain this certificate as proof that exemption has been properly claimed. The certificate must be complete to be accepted by the seller. The seller can accept an exemption certificate only on property that is qualified (see the exemptions below) or based on the nature of the buyer. A seller failing to exercise due care could be held liable for the sales tax due. If property or services purchased for resale or processing are used or disposed of by the purchaser in a nonexempt manner, the purchaser is then responsible for the tax.

Exemptions:

Resale: Any person in the business of selling who is purchasing items to resell may claim this exemption. The purchaser can be acting as either a retailer or wholesaler and may not be required to have a sales tax permit. Retailers who do have a sales tax permit number must enter it in the space provided.

Processing: Exempt purchases for processing include tangible personal property which by means of fabrication, compounding, manufacturing or germination becomes an integral part of other tangible personal property ultimately sold at retail; chemicals, solvents, sorbents or reagents used, consumed, dissipated or depleted in processing personal property intended to be sold ultimately at retail; fuel used to create heat, power or steam for processing or used to generate electric current; and chemicals used in the production of free newspapers and shoppers.

Leasing: Exemption is applicable only to property leased where the lessor is in the business of leasing, the lease is for more than five months, and the lease or rental receipts are subject to Iowa sales tax.

Qualifying Farm Machinery/Equipment: The farm machinery or equipment must be directly and primarily used in agricultural production; and must be:

1. a self-propelled implement such as a tractor
2. a grain dryer (heater and blower only)
3. an implement customarily drawn or attached to a self-propelled implement in the performance of its function, such as a plow
4. auxiliary equipment improving safety, maintenance and efficiency of items 1, 2, 3
5. tangible personal property that does not become a part of real property used directly and primarily in dairy and livestock operations
6. bailing wire, twine, wrapping and other similar items used in agricultural, livestock or dairy production
7. an essential replacement part for 1, 2, 3, 4, 5

Qualifying Industrial Machinery/Equipment: This machinery or equipment must be:

- used by a manufacturer
- directly and primarily used in processing tangible personal property or certain other research activities
- certain replacement parts for the above; this does not include supplies

Qualifying Computers:

- sold to commercial enterprise, insurance company, or financial institution
- certain replacement parts; this does not include supplies

Direct Pay: Businesses and individuals who pay their taxes directly to the Department rather than to the seller must enter their Direct Pay permit number in the space provided.

Private Nonprofit Educational Institutions: Purchases made by private nonprofit educational institutions used for educational purposes are exempt. **NOT EXEMPT** from sales tax are purchases by most other private nonprofit organizations such as churches, fraternal organizations, etc., for use by those organizations.



Truck Country of Iowa, Inc
3201 Hwy 61/151
Dubuque, IA 52003
563-556-3773 | truckcountry.com

INVOICE/BILL OF SALE

Item 29.

Contract #: VM101006583
Contract Date: 11-15-2024
Deal #: DE-35526
Customer #: 320896
Salesperson: Dylan

Bill To: 320896

City of Dyersville
340 1st Avenue East
Dyersville, Ia 52040
Phone:

Ship To:

City of Dyersville
340 1st Avenue East
Dyersville, Ia 52040
Phone:

Stock Number:	Condition/Year/Make/Model:	Vin Number:	FET:	Price:	Unit Price:
896873	New-2025 Western Star 47X Henderson Products, Inc	5KKABPFE6SLVY7508		\$135,206.00	\$135,206.00
				\$126,885.00	\$126,885.00
				Total Unit Price:	\$262,091.00
				Subtotal:	\$262,091.00
				DOC Fee:	\$162.50
				Doc Fee Discount:	-\$162.50
				Total Purchase Price:	\$262,091.00

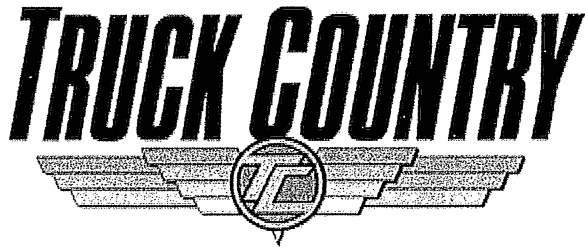
Due on Delivery:

NET BALANCE DUE ON DELIVERY: \$262,091.00

Lienholder:

Comments:

<u>X</u>	<u>11-15-2024</u>	<u>Dylan Stepleton</u>	<u>11-15-2024</u>
Purchasers Signature:	Date:	Sales Representative:	Date:
Purchasers Signature:	Date:	Sales Representative Signature:	Date:
SS/FED ID#:			



Item 29.

Completed Sales Delivery Receipt

Deal Number: DE-35526

Customer Name: City of Dyersville
Customer Address: 340 1st Avenue East
Dyersville, Ia 52040

<u>Stock No</u>	<u>Year</u>	<u>Vin</u>	<u>Make</u>	<u>Model</u>	<u>Date Delivered</u>
896873	2025	5KKABPFE6SLVY7508	Western Star	47X	11-15-2024

The undersigned accepts delivery of the above vehicles and acknowledges that the sales transaction for these vehicles is completed, and ownership of these vehicles has now transferred to you, the purchaser.

Authorized Customer Signature: _____ Date: _____

Truck Country Representative: Dylan Stepleton Date: _____

Dealer Information:

Phone: 8005533642
Toll Free Phone: 800-553-3642
Fax : 5635563420

TRUCK COUNTRY - DUBUQUE
3201 HWY 61/151
DUBUQUE, IA 52003

Federal Excise Tax EXEMPTION CERTIFICATE

(For Use by States, Territories, or Political
Subdivisions thereof) In Accordance with Section
4221(a) (4) of the Internal Revenue Code

I hereby certify, under the penalty of perjury, that I am _____ of
Title of Officer

_____ and that I am authorized to
Name of State/Local Government

Execute this certificate and that, to the best of my knowledge and belief,

(Check Appropriate Item Below)

☐ The article or articles specified in the space below, or in the attached order
hereof, (provide vehicle description including VIN) **OR**

Condition, Year, Make, Model	VIN
New-2025 Western Star 47X	5KKABPFE6SLVY7508
Henderson Products, Inc	

☐ All orders placed by the purchaser for the period commencing _____
(period not to exceed 12 calendar quarters)

Are, or will be, purchased for the exclusive use of _____
Governmental Unit

For _____
State or Local Government

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. I understand that the fraudulent use of this certificate to secure exemption will subject me and all parties making such fraudulent use to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

Signature: _____ DATE: _____

Name: City of Dyersville

Mailing Address: 340 1st Avenue East

City: Dyersville State: Ia ZIP Code: 52040



Truck Country of Iowa, Inc
3201 Hwy 61/151
Dubuque, IA 52003
563-556-3773 | truckcountry.com

Deal #: DE-38 Item 29.

Dealer Warranty Disclaimer

Stock Number	Condition, Year, Make, Model	VIN
896873	New 2025 Western Star 47X	5KKABPFE6SLVY7508

Buyer Address:

City of Dyersville

340 1st Avenue East, Dyersville, Ia 52040

Used Vehicle Dealer's Warranty Disclaimer:

The above described used motor vehicle is being sold "as is" and "with all faults" without any warranty, either expressed or implied. The purchaser will bear the entire expense of repairing or correcting any defects that may presently exist or that may occur in the vehicle. The Dealer shall not have any responsibility for consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages with respect to any defect or malfunction or unfitness or other deficiency of this vehicle.

New Vehicle Dealer's Warranty Disclaimer:

The other warranties applying to this vehicle are those offered by the manufacturer. The selling Dealer disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorized any person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Buyer Signature: _____ Date: 11-15-2024

Truck Country
Representative: Dylan Stepleton Date: 11-15-2024



Truck Country of Iowa, Inc
3201 Hwy 61/151
Dubuque, IA 52003
563-556-3773 | truckcountry.com

NEW TRUCK WARRANTY

Stock#	Year/Make/Model	VIN
896873	New-2025 Western Star 47X	5KKABPFE6SLVY7508
	Henderson Products, Inc	

Buyer Address

City of Dyersville

340 1st Avenue East Dyersville, Ia 52040

At the time of the above listed vehicle being sold, I hereby acknowledge that the below listed Truck Country representative has advised me on New Truck Extended Warranty options.

Currently:

_____ I agree to purchase New Extended Truck Warranty, see purchase agreement for details

_____ I decline to purchase New Extended Truck Warranty.

Buyer Signature: _____

Date: _____

Truck Country Representative: Dylan

Date: _____

Warranty Start Form (WAR275)		Daimler Trucks North America LLC			
Single or Multiple Vehicle Registration for a Single Customer					
<ul style="list-style-type: none"> <i>DTNA Dealers:</i> Upload this completed and signed WAR275 form to DTNA in OWL; keep the signed form on file <i>Body Builders and RV Dealers/Customers:</i> Email this completed and signed WAR275 form to DTNA at: WarrantyDEP@Daimler.com; keep the signed form on file 					
Dealer		Dealer Name	Truck Country of Iowa	Phone	8005533642
DTNA Dealer Code	RAMD	Dealer Contact Name	Dylan Stepleton	Email	dylanstepleton@truckcountry.com
Vehicle		VIN (17 characters)	In-Service Date	Distance at In-Service	
<input type="checkbox"/> FT L <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC		5KKABPFE6SLVY7508		<input type="checkbox"/> MI <input type="checkbox"/> KM	
<input type="checkbox"/> FT L <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC				<input type="checkbox"/> MI <input type="checkbox"/> KM	
<input type="checkbox"/> FT L <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC				<input type="checkbox"/> MI <input type="checkbox"/> KM	
Customer		Name	City of Dyersville	Phone	
Authorized Representative Name					
Email					
Address	340 1st Avenue East				
City	State/Province	Country	Zip		
Dyersville	Ia		52040		
The above vehicle(s) will be used for the following vocation / applications only (choose only one):					
<input type="checkbox"/> Airport <input type="checkbox"/> Fire Service <input type="checkbox"/> Mobile Lab Service <input type="checkbox"/> Rescue and Emergency <input type="checkbox"/> Airport/Transit Shuttle <input type="checkbox"/> Heavy Haul Service <input type="checkbox"/> Oil Field <input type="checkbox"/> Road/Rail Service <input type="checkbox"/> Armored Car Service <input type="checkbox"/> Inter-city Bus/Coach <input type="checkbox"/> Para-transit Van Service <input type="checkbox"/> School Bus Service <input type="checkbox"/> Charter/Shuttle/Transit <input type="checkbox"/> Intra City Bus Service <input type="checkbox"/> Pickup and Delivery/Short Haul <input type="checkbox"/> Shuttle Bus <input type="checkbox"/> Church/Prison/Activity <input type="checkbox"/> Line Haul / Long Haul Recreation (specify one below <input type="checkbox"/> Tour/Bus Coach – City <input type="checkbox"/> Construction <input type="checkbox"/> Logging Service <input type="checkbox"/> Business <input type="checkbox"/> Personal <input type="checkbox"/> Tour Bus/Coach - Cross Country <input type="checkbox"/> Farm <input type="checkbox"/> Mining <input type="checkbox"/> Refuse <input type="checkbox"/> Utility/Repair Maintenance					
Customer Certification: By signing below, I certify that the above vehicle(s) will be used only for the above selected vocation/application. I understand that all notices regarding the above vehicle(s), including warranty, recall, and field service campaign information, will be mailed to the above customer name and address. I acknowledge that I have received the applicable Owner's Warranty Information book, and I accept the terms and conditions set forth therein, including the Limited Warranty Disclaimer and Limitation of Liability. I certify that I have received the applicable Maintenance Manual(s), Operator's Manual(s) and Driver's Manual(s) for the above vehicle(s), or, in the case of vehicles manufactured by Thomas Built Bus, I have received the website address where these documents may be obtained. I have reviewed the Telematics Data Terms of Use in the Driver's Manual and hereby agree to those Terms of Use. If applicable, I have been instructed on correct fifth wheel operation. I acknowledge that the Federal Safety Standards and Emission stickers have been affixed to the driver's side doorframe of the above vehicle(s). I acknowledge that I have been offered Extended Coverage warranty options (if applicable).					
REQUIRED Information From Customer or Authorized Customer Representative					
Signature			Date		

RESOLUTION NO. 20-25

A RESOLUTION APPROVING THE RESIDENTIAL WASTE COLLECTION SERVICES AGREEMENT AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, the City of Dyersville, Iowa, has negotiated an agreement with Kluesner Sanitation, LLC for the collection, hauling, and disposal of residential waste, recyclables, and yard waste; and,

WHEREAS, the agreement outlines the responsibilities of the Contractor, including the provision of labor, materials, and equipment necessary for the services, compliance with federal, state, and local laws, and the maintenance of required insurance coverage; and,

WHEREAS, the agreement specifies the duration, payment terms, and other conditions under which the services will be provided; and,

WHEREAS, the City Council of the City of Dyersville, Iowa, finds it in the best interest of the City and its residents to approve the agreement and authorize the Mayor to sign on behalf of the City; and,

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

Section 1. The Residential Waste Collection Services Agreement between the City of Dyersville, Iowa, and Kluesner Sanitation, LLC. is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized and ordered to enter into a written agreement on behalf of the City and to take such actions as may be necessary to carry out the provisions of this Agreement.

PASSED AND APPROVED this 17th day of February 2025.

Jeff Jacque, Mayor

Tricia Maiers, City Clerk

RESIDENTIAL WASTE COLLECTION SERVICES AGREEMENT CONSISTING OF TRASH, RECYCLING, AND YARD WASTE

This agreement, made and entered into this 1st day of April 2025, by and between the City of Dyersville, Iowa, hereinafter called the “City,” and Kluesner Sanitation, LLC., hereinafter called the “Contractor.”

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, the parties hereto make mutual promises, covenant and agree as follows:

1. *Contractor Responsibilities.* The Contractor hereby agrees to furnish all labor, materials, and equipment necessary for the collection, hauling, and disposal of residential waste, recyclables, and yard waste as specified in Exhibit A of this agreement, and specifications are incorporated herein and made part of this Agreement.
2. *Contractor Awareness.* The Contractor agrees that they are fully informed regarding all the conditions affecting the work to be done, labor, and materials to be furnished for the proper completion of this Agreement and that personal investigations secured this information.
3. The Contractor agrees to begin work no later than April 1, 2025. The Contractor must fully comply with all federal, state, and local laws, regulations, and ordinances of the City. If the Contractor or the City terminates this Agreement, the Contractor shall be entitled to receive payment only for work performed.
4. *Agreement Duration.* The Agreement shall be for three (3) years, beginning at the date of this agreement and expiring the week ending March 31, 2028. By mutual agreement of the city and contractor in writing, it may be extended for an additional period not to exceed one-year increments.
5. *No Third-Party Solicitation.* The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract on his behalf or promised or agreed to pay to any third party.
6. *Monthly Payments.* The City shall make the following monthly payments to the Contractor for each resident account:
 - a. Year 1: From April 1, 2025, to March 31, 2026: \$13.75 per month per resident account.
 - b. Year 2: From April 1, 2026, to March 31, 2027: \$14.16 per month per resident account
 - c. Year 3: From April 1, 2027, to March 31, 2028: \$14.58 per month per resident account
 - d. Year 4: From April 1, 2028, to March 31, 2029: \$15.02 per month per resident account

- e. Year 5: From April 1, 2029 to March 31, 2030: \$15.47 per month per resident account
7. *Insurance Requirements.* The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action that may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor and shall cover each vehicle used in the work covered by this Agreement. Such liability insurance shall not be less than \$1,000,000 single-limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Iowa. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the City and duly licensed or permitted to carry on such business in the State of Iowa. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect. That same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Dyersville as an additional insured for the policies related to the Scope of Services and the Agreement.
 8. *Licenses and Permits.* The Contractor will be required to obtain all licenses and permits and comply with all ordinances as provided in the Municipality Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor must comply with all ordinances and regulations of Dubuque and Delaware Counties and any rules and regulations issued by the State of Iowa.
 9. *Monthly Volume Report.* Before the fifteenth of the following month, the Contractor shall complete the trash/recycling/yard waste monthly volume report, as described in Exhibit B. In addition, the Contractor shall recommend ways to increase the tonnage of recyclable material.
 10. *Collection Hours.* The Contractor is responsible for collecting, hauling, and disposing of all household trash, recyclables, and yard waste between 7:00 AM and 5:00 PM. These services will be carried out using properly marked trucks. All operations, including vehicles, equipment, and collected materials, must comply with Iowa Solid Waste Law and local City and County regulations.
 11. *Collection Schedule.* As outlined in this agreement, trash and recyclables will be collected from the curb of residential properties once a week on the same day.
 12. *Prohibition of Scavenging.* Scavenging by the contractor or any authorized personnel is strictly prohibited.
 13. *On-Call Collection.* The collection of large household items will be available on an "on-call" basis. Residents must contact the hauler with their address to schedule a pick-up and will be billed for any associated charges for this service.

14. *City-Owned Facilities.* The Contractor will also provide solid waste services to all City-owned facilities at no additional cost, with these collections considered incidental to the contract.
15. *Special Event Containers.* The Contractor will supply suitable containers for city-sponsored special events at no extra charge.
16. *Non-Compliance Penalty.* For failure to comply with the provisions of this Agreement, the Contractor shall be assessed a penalty of One Thousand Dollars (\$1,000.00) per day for every day the noncompliance remains unaddressed.
17. *Indemnification.* The Contractor shall defend, indemnify, and hold harmless the City and its employees from and against all costs arising in any way as a result of the performance or failure to perform on the part of the Contractor or any approved subcontractor under this Agreement.
18. *Non-Transferability.* The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior written consent of the City.
19. *Missed Collection Credit.* Should the Contractor miss collecting any of the services from a customer and fail to resolve the complaint on the same day as reported, a credit of Twenty-five Dollars (\$25.00) per missed service shall be credited to the next bill.
20. *Emergency Contact.* In the event of an emergency or failure by the Contractor to adequately perform waste collection services, the Contractor shall immediately contact the Dyersville City Administrator. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department or the city's police provider. The Contractor shall follow the City's instructions to ensure the Municipality's public health, safety, and welfare.
21. *Termination Rights.* The City, through the Dyersville City Council, shall have the right, as its option, in addition to and not exclusive of any other remedy Contractor may have by operation of law, to terminate this agreement. The City shall give the Contractor thirty (30) calendar days' notice of the exercise of its right of termination of this agreement. Such notice of termination shall be given to the Contractor in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice Lessor. Upon such termination, this Lease shall become null and void, and the parties shall have no further obligations to each other.

END OF AGREEMENT

[Signature Page Follows Next]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Lease Agreement as of the day and year first above written.

CITY:

City of Dyersville, Iowa

CONTRACTOR:

Kluesner Sanitation, LLC

By: _____
Jeff Jacque, Mayor

By: _____

(Seal)

ATTEST:

By: _____
Tricia Maiers, City Clerk

EXHIBIT A

The solid waste collections service shall conform to all City ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. *Dwelling Unit Definition.* A Dwelling Unit is any room or group of rooms within a structure. It forms a single habitable unit with living, sleeping, cooking, and eating facilities.
2. *Collection Service.* The Contractor shall provide solid waste, yard waste, recyclables, and collection removal and disposal service to all dwelling units within the corporate limits of the City of Dyersville. There shall be a collection of solid waste, yard waste, and recyclables from the curb of the premises once a week. All refuse containers and refuse items shall be placed at a designated collection point on collection day. The Contractor will not be required to collect refuse inside the buildings.
3. *Collection Vehicles.* The Contractor is to furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage and shall conceal said contents from view; said vehicles are to be kept covered or permanently closed except when loaded or unloaded.
4. Whenever the terms “solid waste,” “yard waste,” or “recyclables” are used in these specifications, it shall be construed as follows:

Solid Waste: All unwanted or discarded materials from commercial, industrial, domestic, and agricultural operations and normal community activities. Wastes that are solid or semi-solid, containing insufficient liquid to be free flowing, are considered solid wastes and include in part the following: garbage, refuse, ashes and other residue of incineration, street refuse or sweepings, dead animals, solid animal waste, agricultural, commercial and industrial wastes, construction and demolition wastes and specific sewage treatment solid residue.

Recyclables means the following -

- Newspapers (Clean, dry papers with no plastic wrap.)
- Magazines (Clean, dry magazines, catalogs, and brochures with no plastic wrap.)
- Corrugated Cardboard (Clean, dry, and broken down 2X4 sizes of corrugated cardboard and brown paper bags, except stained pizza boxes, waxed cardboard, or food-contaminated cardboard.)
- Mixed Paper (Home, school, office paper, junk mail, color paper, file folders, paperback books, cereal boxes, and pop cases are accepted with no plastic wrap.)
- Aluminum cans
- Tin cans
- Plastic Containers (up to 5 gallons numbered 1, 2, 3, 4, 5, or 7 on container with caps removed)

- Glass (Food jars, clean, unbroken, clear, brown, or green glass.)
- Recyclable grocery bags
- Other items as deemed by the City Council.

Yard waste means grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs that fit in a biodegradable paper bag. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 4 feet long and 24 inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items mean items other than regular household trash, including, but not limited to, appliances, furniture, and any other items that cannot be safely and conveniently loaded into a solid waste vehicle. Concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials are excluded.

Special Pick-Ups means large household items as described above and any other items that cannot be disposed of at landfills, not including hazardous waste. The Property owner shall schedule the pick-up with the Contractor with at least 72 hours notice before pick-up. Each pick-up of this type will be billed to the residents. Construction materials generated by contractors shall not be a part of this pick-up.

5. *Annual Spring Cleanup.* The Contractor must provide all labor and equipment necessary for the annual spring cleanup in all residential areas. The City agrees to reimburse the Contractor tipping fees charged by DMASWA Landfill.
6. *Christmas Tree Collection.* The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident's regular yard waste collection day.
7. *Holiday Collections.* No collections shall be required on legal holidays. The Contractor shall provide the City with a list of the Contractor's recognized holidays and holiday pickup schedule for approval by the City Administrator.
8. *Collection Routes.* The Contractor shall further establish routes for collecting solid waste, yard waste, and recyclables on the same day. The collection route shall be established within the municipal street system, including all residential alleyways. The Contractor's collection schedule and routes shall be approved by the Dyersville City Administrator and filed with the City Clerk's Office before any curb collections are allowed.
9. *City-Owned Facilities Collection.* The Contractor will be required to provide a dumpster and perform weekly garbage pickups at City Hall, Dyersville Social Center, City Maintenance Shop, City Parks, Aquatic Center, Fire Department, other city-owned facilities, and refuse containers along Main Street at no additional cost to the City. These collections will be considered incidental to the contract. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service at a mutually agreeable price.

10. *Collection Hours.* No collection shall be made before 7:00 AM. or after 5:00 PM except by express authorization of the Dyersville City Administrator. No collections shall be made from any premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks.
11. *Containers.* The Contractor must provide all dwelling units with solid waste refuse stored in standard automated side-loading containers. Recyclables shall be stored in standard automated side-loading recyclable containers. Yard waste shall be stored in biodegradable paper bags supplied by the resident. The containers shall be at no additional cost to the City or its residents. The City Administrator must approve all containers before any curb collection is allowed.
12. *Collection Procedures.* In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed or scattered upon any public place, private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. The Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pick-up trucks are utilized in certain areas of the City and need to dispose of their loads into a larger vehicle. In addition, the Contractor will not be allowed to store containers in common areas or the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.
13. *Customer Complaint Resolution.* All complaints received by the Contractor or the City before 3:00 PM shall be resolved by 5:00 PM. on the day the complaint was received. All complaints received after 3:00 PM shall be resolved by noon the next day. The Contractor shall maintain a daily log of all complaints received and the time when the complaint was resolved. Upon request, the Contractor shall provide a complaint report to the City.
14. *Customer Service Center.* The Contractor will operate and maintain a Customer Service Center with the following minimum standards: 1) open between the hours of 8:00 AM and 5:00 PM, Monday through Friday, during such time, all calls must be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor should implement procedures approved by the City whereby complaints can be received via fax, e-mail and web site.
15. *Publicity and Information.* The Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all dwelling units within the City regarding the change over of collection service before the service is initiated. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each dwelling unit within the corporate limits of the City indicating the date of change-over, the day of collection, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Contractor's office where questions or complaints can be handled. The Dyersville

City Administrator shall approve such publicity before distribution publication. The Contractor must distribute information to the customers annually promoting recycling and source reduction. The City must approve this publication.

EXHIBIT B

**TRASH/RECYCLING/YARD WASTE MONTHLY VOLUME REPORT
FOR THE CITY OF DYERSVILLE
MONTH OF _____**

	TONS	MTD	YTD
TRASH	<input type="text"/>	<input type="text"/>	<input type="text"/>
RECYCLE	<input type="text"/>	<input type="text"/>	<input type="text"/>
YARD WASTE	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Number of dwelling units utilizing the waste collection service each month. _____

Percent of households utilizing recycling services each month. _____

Recommendation for increasing the volume of recycling materials collected.

February 12, 2025

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

RE: Residential Waste Collection Services Agreement

Dear Honorable Mayor Jacque and Council Members:

I am writing to summarize the Residential Waste Collection Services Agreement that the City of Dyersville has negotiated with Kluesner Sanitation, LLC. This agreement is crucial for ensuring our city's efficient collection, hauling, and disposal of residential waste, recyclables, and yard waste.

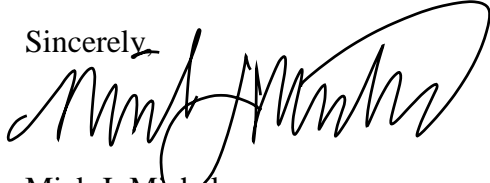
The agreement is set for a duration of five years, beginning on April 1, 2025, and ending on March 31, 2030. The terms of the agreement include the following key points:

1. *Pricing.* For the fiscal year 2026, the monthly cost per resident account will remain the same as the fiscal year 2025 prices. From fiscal year 2027 onwards, both parties have agreed to a three percent increase per year for the remainder of the agreement.
2. *Initial Recommendation.* The City recommended a three-year agreement, while Kluesner Sanitation proposed a five-year agreement. Given the current economic uncertainty and concerns about short-term inflation, I recommend accepting the five-year agreement. This long-term commitment will help stabilize our expenses and protect us from potential inflationary pressures that could occur during the agreement's duration.
3. *Contractor Responsibilities.* Kluesner Sanitation will furnish all labor, materials, and equipment necessary for the services. They will also comply with all federal, state, and local laws, and maintain the required insurance coverage.
4. *Additional Services.* The agreement includes provisions for on-call collection of large household items, solid waste services to all City-owned facilities at no additional cost, and suitable containers for city-sponsored special events.

This agreement is designed to benefit the City and its residents by ensuring high-quality waste collection services while effectively managing costs. If you have any questions or need further information, please feel free to reach out.

Thank you for your time and consideration.

Sincerely,

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

Mick J. Michel,
City Administrator

RESOLUTION NO. 24-25

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH EOCENE ENVIRONMENTAL GROUP, INC. FOR THE SW STORMWATER IMPROVEMENT PROJECT CONCEPT PLANNING AND DESIGN

WHEREAS, the City of Dyersville (the "City") recognizes the need for improvements to the stormwater management system in the southwest area of Dyersville, adjacent to 12th Ave SW, west of 11th Street SW, and Tegeler Pond; and,

WHEREAS, the City has identified Eocene Environmental Group, Inc. ("Eocene") as a qualified service provider to undertake the Concept Planning and Design phase of the SW Stormwater Improvement Project; and,

WHEREAS, Eocene has agreed to provide professional services, including stakeholder coordination, field survey, conceptual design, and the preparation of an engineer's cost estimate for the proposed stormwater improvements, as detailed in the Professional Services Agreement; and,

WHEREAS, the City Council of Dyersville finds it in the best interest of the City to enter into this agreement with Eocene to ensure the successful planning and design of the SW Stormwater Improvement Project; and,

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

Section 1. The Professional Services Agreement between the City of Dyersville and Eocene Environmental Group, Inc. for the SW Stormwater Improvement Project Concept Planning and Design is hereby approved.

Section 2. The Mayor of the City of Dyersville is hereby authorized and directed to sign the agreement on behalf of the City.

Section 3. The City Administrator is authorized to take any necessary actions to implement the terms of the agreement.

PASSED AND APPROVED this 17th day of February 2025.

Jeff Jacque, Mayor

Tricia Maiers, City Clerk

Project:	SW Stormwater Improvement Project Concept Planning and Design – Dyersville, Iowa
Property:	SW Dyersville adjacent to 12 th Ave SW, West of 11 th Street SW and Tegeler Pond (See Exhibit A)
Client:	City of Dyersville
Contact:	Mick Michel, City Administrator
Address:	340 1 st Avenue E
City/State/Zip:	Dyersville, Iowa 52040
Phone:	563.875.7724
Email:	mmichel@cityofdyersville.com

AGREEMENT made this January 30th, 2025, by and between the service provider, Eocene Environmental Group Inc. (Eocene) and City of Dyersville (Client).

WHEREAS the client intends to engage the services of Eocene to: SW Stormwater Improvements: Concept Planning and Design .

WHEREAS, Eocene agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Project

The SW Stormwater Improvements Conceptual Planning and Design phase includes stakeholder coordination, field survey, conceptual design and the engineers cost estimate for a series of stormwater improvements to be included in the Capital Improvement Plan (CIP) for the City of Dyersville

2. Scope of Services

This Scope of Services includes a conceptual design, and engineers cost estimate for the proposed stormwater improvements as shown in Exhibit A.

Task 1 – Project Management

- Organize and lead a kick-off (virtual) meeting to refine project goals, features, and schedule.
- Work with the Owner to determine the general features of the project and to define the project.
- concept.
- Assist the Owner with stakeholder coordination. This includes the options to meet stakeholders onsite concurrently with the field survey (Item 2b below), or a virtual meeting (up to 2)
- Perform general administrative duties including coordination with subconsultants (if applicable) and stakeholders, scheduling, meeting management, record keeping, and file management.

Task 2 – Field Data Collection

- Obtain utility information from Iowa One Call.
- Complete field surveys upon which to base design including spot elevations, culvert locations, manhole/intake inspections, cross-sections, ditch profile, soil and vegetation data, utilities and other.
- Assess erosional issues.
- Identify water of the U.S. (wetlands/streams) which may require permitting. Excludes a full delineation which may need to be completed in future phase.
- Photo document existing conditions

Task 3 – Concept Development

- f. Remote analysis to gather soil, drainage area, and storm event data for use in design.
- g. Create an electronic drawing illustrating elevations, site features, and existing utilities resulting from the topographic surveys performed.
- h. Calculate design inputs (flow path, time of concentration, curve number, etc.).
- i. Run a Storm and Sanitary Analysis (SSA) model for each practice.
- j. Prepare a preliminary Engineers Cost Estimate for each practice which shall include cost for design, plans and specs, permitting, construction and establishment.
- k. Complete conceptual 30% design and submit for Owner review and comment.
- l. Present to City Council – Concept Plan and Cost

Deliverables:

- a. For each practice:
 - Conceptual design with description
 - Preliminary Engineers Cost Estimate
- b. Presentation to the City Council

Eocene Responsibilities

Eocene Hereby agrees to:

- I. Provide the professional services as set forth in this Agreement; and
- II. Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Client Responsibilities

Client hereby agrees to:

- I. Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work; and
- II. Provide unrestricted access to the Property for Eocene to perform the services; and
- III. Provide copies of any previously completed reports that may be pertinent to this Project.

3. Schedule

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Upon receiving in writing the notice to proceed, the final deliverables within completed in 60 days.

4. Project Cost, Payment and Termination

The Client shall pay Eocene the Lump Sum Cost of Thirty-Seven Thousand, Five Hundred Dollars (\$37,500.00) for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

Invoices for Eocene's services will be submitted every 30 days or upon project completion if project completion is less than 30 days. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Eocene may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Time and material costs will be adjusted annually in accordance with rate increases paid to personnel, inflation, and market conditions.

Work Product

All field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Eocene as instruments of service and/or used in the preparation of the final project deliverables shall remain the property of Eocene.

All project documents including, but not limited to, plans and specifications furnished by Eocene under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Eocene, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Eocene from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Eocene, and Eocene makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Eocene be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Eocene reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Eocene in electronic form only for information and use by Client for the specific purpose for which Eocene was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Eocene without Eocene's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Eocene harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

Project Site

The Client agrees to use good faith efforts to maintain a safe Project site for Eocene staff and, as applicable, subcontractors and assigns. Such good faith efforts shall include, but not exhaustive, ensuring that Project site is free and clear of any imminent hazards that pose a direct and immediate danger to any such individual potentially affected.

Claims and Disputes

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Eocene. Eocene's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Eocene because of this Agreement or the performance or nonperformance of services hereunder. The Client and Eocene agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Eocene unless the Client has first provided Eocene with a written certification executed by an independent professional currently practicing in the same discipline as Eocene and licensed in the State in which the claim arises.

Limited Liability

The Client agrees, to the fullest extent permitted by law, to limit the liability of Eocene and Eocene's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Eocene and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Mediation

In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Eocene agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Eocene further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

Controlling Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

Assignment

Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Eocene upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

CITY OF DYERSVILLE

Accepted by:

Printed/Typed Name:

Title:

Date:

EOCENE ENVIRONMENTAL GROUP INC.

Accepted by:

Printed/Typed Name:

Title:

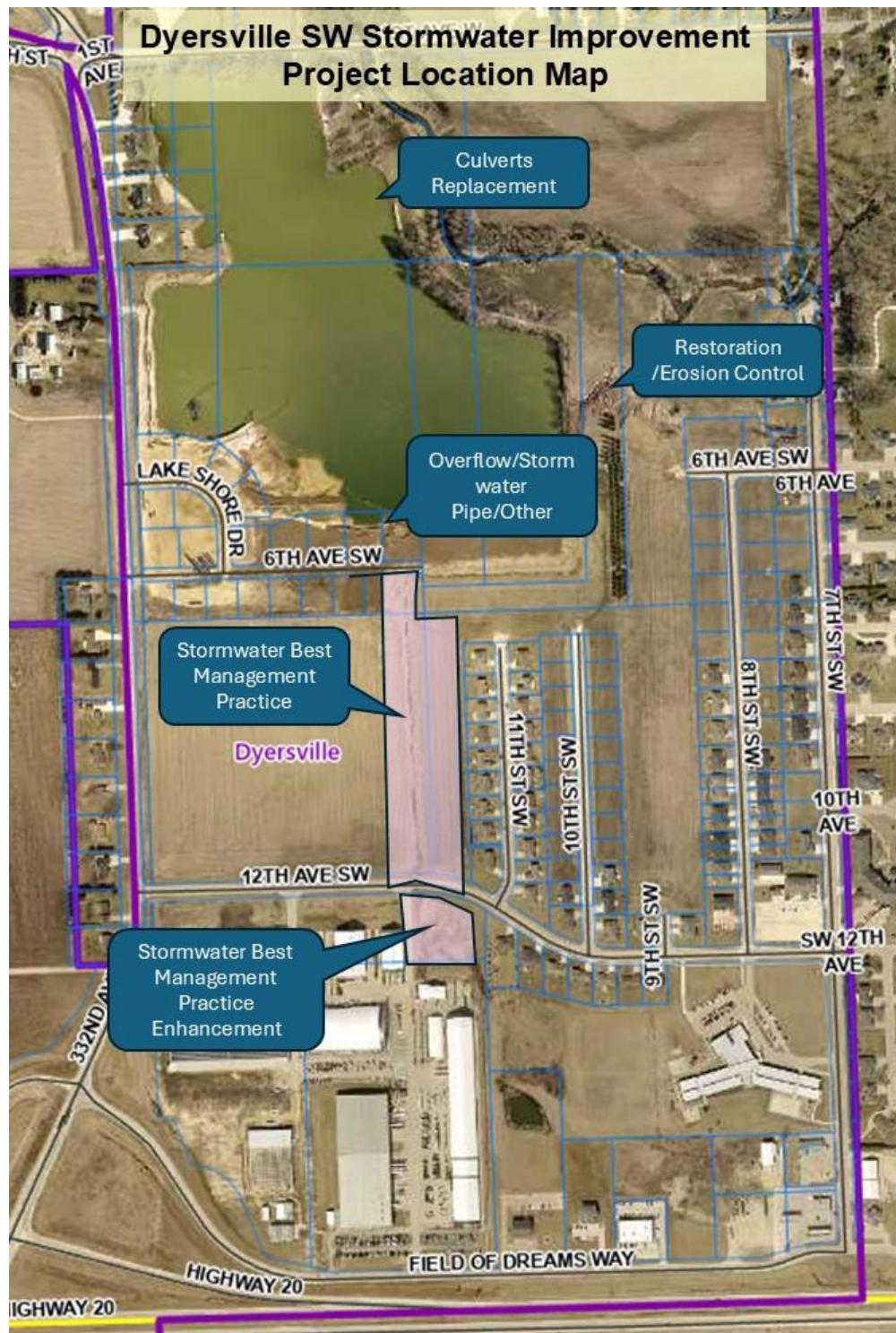
Date:

Judith E. Joyce
Judith E. Joyce

Director

January 30, 2025

Exhibit A: Project Area Map



February 13, 2025

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

RE: SW Stormwater Improvement Project Concept Planning and Design

Dear Honorable Mayor Jacque and Council Members:

I am writing to inform you about the proposed agreement with Eocene Environmental Group, Inc. for the SW Stormwater Improvement Project Concept Planning and Design. This agreement is crucial for addressing the stormwater management issues in the southwest area of Dyersville, particularly in the vicinity of 12th Ave SW, west of 11th Street SW, and Tegeler Pond.

The need for this agreement arose from an issue reported by a K&K Building and Supply, Inc. representative in July 2024. The representative highlighted concerns regarding the ditch that flows through their property. K&K Building and Supply, Inc. is eager to proceed with its residential development project but requires the city to manage stormwater control in the area.

K&K Building and Supply, Inc. has proposed donating land to construct a detention basin, provided the city moves and compacts fill on their residential development site. This donation will offer significant public benefits by addressing the stormwater problem in the area and preserving more space for future development.

The city must hire a consultant to optimize public improvements in the area, particularly for the design and construction of the detention basin. This consultant will assist in developing plans, designing the project, and providing cost estimates. Additionally, the consultant will ensure that appropriate barriers are constructed between the basin and the residential lots to the east, making the basin safe and visually appealing.

The Professional Services Agreement with Eocene Environmental Group, Inc., outlines the scope of services, including:

1. Project Management:
 - Organizing and leading a kick-off meeting to refine project goals, features, and schedule.

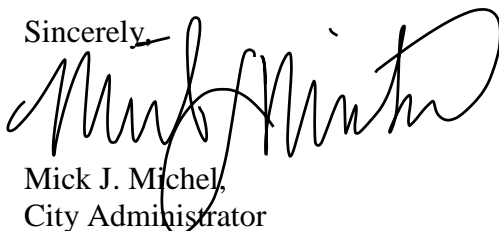
- Assisting with stakeholder coordination, including options for on-site or virtual meetings.
 - Performing general administrative duties such as coordination with sub-consultants, scheduling, meeting management, record keeping, and file management.
2. Field Data Collection:
- Obtaining utility information.
 - Completing field surveys, including spot elevations, culvert locations, manhole/intake inspections, cross-sections, ditch profiles, soil and vegetation data, and utilities.
 - Assessing erosional issues and identifying waters of the U.S. (wetlands/streams) which may require permitting.
 - Photo documenting existing conditions.
3. Concept Development:
- Conducting remote analysis to gather soil, drainage area, and storm event data for use in design.
 - Creating electronic drawings illustrating elevations, site features, and existing utilities.
 - Calculating design inputs and running a Storm and Sanitary Analysis (SSA) model for each practice.
 - Prepare a preliminary engineer's cost estimate for each practice, including costs for design, plans, specs, permitting, construction, and establishment.
 - Completing a conceptual 30% design and submitting it for Owner review and comment.
 - Presenting the Concept Plan and Cost to the City Council.

The total cost for these services is \$37,500.00.

I recommend that the City Council approve the agreement with Eocene. This will enable us to proceed with the necessary planning and design work to address the stormwater management issues and support the residential development project by K&K Building and Supply, Inc.

Thank you for your time and consideration.

Sincerely,



Mick J. Michel,
City Administrator

Resolution No. 26-25

In Support of the Joint CHBP Grant Agreement
&
Letter of Support for the
Competitive Highway Bridge Program (CHBP) Grant Project

Whereas, City of Dyersville, Iowa bridge FHWA number(s): 004305, has been identified as being part of a joint Competitive Highway Bridge Program (CHBP) Grant Project, and

Whereas, Iowa bridge FHWA number(s) 004305 have been included in a Bundle, as detailed in Exhibit B, and

Whereas, we accept the Contracting Authority for the bundle as detailed in Exhibit B, and acknowledge the roles and responsibilities of each party as detailed in Section 3 and 4, and

Whereas, it is desired by and in the interest of the City of Dyersville to participate fully in the CHBP project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of the Iowa DOT providing Primary Recipient roles and duties, and

Whereas, we understand and accept the Sub-recipient roles and responsibilities as defined in the "28E Cooperative Agreement for a Competitive Highway Bridge Program (CHBP) Grant Project", including its referenced Exhibits, and

Whereas, each City as shown in Section 4, paragraph B, shall be responsible for all matching funds and accept any costs exceeding the funds requested in the CHBP Grant application for their respective structure, and

Whereas, it is the intent of the City of Dyersville, upon award of CHBP funds, to enter into a Federal-aid Agreement with the Iowa Department of Transportation (DOT).

THEREFORE BE IT RESOLVED that the City Council of the City of Dyersville, Iowa hereby approves and directs the Mayor to sign this Letter of Support for the Bridge Competitive Highway Bridge Program (CHBP) Grant Project and the 28E Cooperative Agreement for a Competitive Highway Bridge Program (CHBP) Grant Project, and to provide all pertinent correspondence and project information to:

Attn: Eryn Stone, P.E.
Urban Engineer
Iowa DOT Local Systems Bureau
800 Lincoln Way
Ames, IA 50010

Adopted this 17th day of February 2025.

Jeff Jacque, Mayor of Dyersville, Iowa

ATTEST:

Tricia L. Maiers, City Clerk

Agreement No. 2025-16-064
Staff Action No. xx - 2025 xx xx

**28E Cooperative Agreement for a
Competitive Highway Bridge Program (CHBP) Grant Project**

This Agreement is entered into this ____ day of _____, 2025, by and between the Iowa Department of Transportation (herein after referred to as Iowa DOT), and the counties named in Section 4, paragraph A (herein after collectively referred to as the Counties), and the cities named in Section 4, paragraph B (herein after collectively referred to as the Cities), as follows:

WHEREAS, the Iowa DOT, the Counties, and the Cities, are public agencies as defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, In accordance with Iowa Code Chapter 28E and other relevant sections of the Code of Iowa, the Iowa DOT, the Counties, and the Cities enter into this cooperative and joint Agreement to define the roles and responsibilities of the Iowa DOT, the Counties, and the Cities, to provide for the design, construction, administration, and cost sharing for two (2) Iowa DOT-owned bridge projects, twenty-eight (28) county owned bridge projects, and three (3) city owned bridge projects, which will each be bundled into one of several construction contracts (hereinafter Project), detailed in Exhibit B, as part of an anticipated Competitive Highway Bridge Program (CHBP) Grant Award, and

WHEREAS, The CHBP funding was made available by Pub. L. 118-42, Section 126, of the Consolidated Appropriations Act, 2024, which appropriated \$250 million to be awarded by the United States Department of Transportation for a Competitive Highway Bridge Program. Federal funds are available to eligible States for replacement or rehabilitation of specific bridge projects that demonstrate cost savings by bundling multiple highway bridge projects, which were included in the grant application, and

WHEREAS, the Iowa DOT, the Counties, and the Cities, desire to select potential bridge replacement candidates, to develop an application for CHBP Grant funding, and to contract Grant Application Development Consulting Services with HDR Engineering, Inc., to assemble and submit a grant application for the purpose of acquiring said CHBP Grant funding, and

WHEREAS, the Iowa DOT is willing and able to enter into a contract with HDR Engineering, and provide contract management and accounting services as agreed to herein, for and between the parties to this Agreement; and

WHEREAS, The Iowa DOT agrees to be the Lead Applicant and Primary Recipient, and all other Counties and Cities herein agree to be Sub-Recipients, and

WHEREAS, the Iowa DOT, the Counties, and the Cities, have informed themselves as to this Agreement.

THEREFORE, IT IS NOW AGREED that the Iowa DOT, the Counties, and the Cities will enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed Project, and said cooperative actions include the following:

SCOPE

I. GRANT APPLICATION WORK

1. The Iowa DOT will be the Contracting Authority for the HDR Engineering Inc. Professional Services contract, as per the attached proposal, Professional Services Agreement and associated Exhibit A. The Iowa DOT shall be responsible for contract administration and accounting services between the Counties, Cities, and the Consultant.

2. The Iowa DOT shall make payments to HDR Engineering Inc. for all grant application Professional Services rendered. The total amount paid to HDR Engineering will then be divided evenly across the total number of bridges included in the grant application. The Iowa DOT shall invoice each of the twenty (20) counties and three (3) cities for their share of the Professional Services rendered. Each of the twenty (20) counties and three (3) cities shall reimburse the Iowa DOT for their per bridge share times their total number of bridges included in the grant application within 30 days of receipt of invoice.

II. POST-AWARD ROLES AND RESPONSIBILITIES

1. The Iowa DOT shall serve as the Lead Applicant, primary point of contact, and primary recipient for the CHBP grant award. The primary recipient shall be an eligible applicant that submits the application and is responsible to deliver the CHBP Grant Awarded Project.
2. The Iowa DOT, as Primary Recipient, will administer the CHBP grant funding for the Counties and the Cities, as sub-recipients, and provide Federal-aid oversight in the same manner as it does for other Federal formula funds that are administered through the Iowa DOT to the Counties and the Cities. Primary and sub-recipients shall be responsible for financial accounting for their jurisdictional portion of the Project.
3. One lead agency, the Contracting Authority, will be identified for each of the construction contract bundles, per Exhibit B. The Contracting Authority may be a County Bridge Owner, a City Bridge Owner, or the Iowa DOT, and shall be responsible for contract and project administration including:
 - Execution of the construction contract
 - Signature as Contracting Authority on construction phase change orders
 - Provide all pertinent correspondence, documentation, and relevant project information necessary to fulfill the reporting requirements to the primary recipient (Iowa DOT)
 - Upon successful completion of the contract, the Contracting Authority's Engineer will be responsible for signing final acceptance documents for the contract.
4. Each County Bridge Owner or City Bridge Owner shall be a sub-recipient to Iowa DOT and is responsible for the project development and administration items listed below, and shall provide all pertinent information, as per the resolutions attached hereto and as such becomes part of this Agreement, to the Iowa DOT for CHBP project coordination and reporting requirements for the bridges identified in Exhibit B.
 - Project planning, development, construction administration and inspection, and completion of final paperwork for their respective project(s) in accordance with Iowa DOT policy, Iowa DOT Specifications, Iowa DOT Materials Instructional Memorandums (I.M.s), and with Iowa DOT I.M.s for Local Public Agencies, which include processes and design requirements that meet Federal-aid standards and are approved by the Federal Highway Administration (FHWA)
 - Coordination with other agencies within the contract bundle for letting and contract close-out
 - Process contractor's progress and final payments for each Bridge Owner's respective bridge(s)
 - Construction engineer signature on change orders. In the event the construction engineer is a consultant, the Bridge Owner shall also sign change orders as the Person in Responsible Charge (PIRC).
 - Pay its proportionate share of the Local Matching Costs as set forth in the FINANCING paragraph of this Agreement.
 - Perform or complete all other duties and documentation required to administer their project

A. The Counties

- Allamakee County
- Bremer County
- Buena Vista County
- Cedar County
- Chickasaw County
- Des Moines County
- Dubuque County
- Ida County
- Jackson County
- Lee County
- Madison County

- Mitchell County
- Monona County
- Montgomery County
- Osceola County
- Scott County
- Shelby County
- Story County
- Warren County
- Washington County

B. The Cities

- City of Dyersville
- City of Iowa City
- City of Villisca

5. The projects in Exhibit B shall be bundled within construction contracts via the Iowa DOT's Contracts and Specifications Bureau's letting process. The Iowa DOT will let the construction contracts. The Project shall be obligated by September 30, 2027. The Project shall be paid in full by September 30, 2032, or the amount not paid will be de-obligated.
6. After the bid letting, all non-Contracting Authority agencies agree to discuss the bids and take action to either recommend awarding the contract to the lowest, responsive bidder or reject all bids within 30 days of the letting date. The Contracting Authority agrees to discuss the bids and take action to either award the contract to the lowest, responsive bidder, or reject all bids within 30 days of the letting date. The Contracting Authority shall then follow the Iowa DOT process to accept the low bid or reject all bids.

FINANCING – Each County Bridge Owner, City Bridge Owner, and the Iowa DOT shall pay for their respective project costs, including overages beyond the initial budget presented in the application. Payment to the Prime Contractor shall be made either directly by each agency, or from each County Bridge Owner's Farm to Market (FM) account, and the CHBP funds shall be reimbursed to said agency or FM account, as per the Iowa DOT payment and reimbursement methodologies. All costs not reimbursed with CHBP funds, County HBP funds, the County Bridge Construction Fund, City HBP Funds, STBG Funds, or Farm to Market funds shall be paid for by each respective County Bridge Owner, City Bridge Owner, or the Iowa DOT. Any cost incurred by a county, city, or Iowa DOT outside of the period of performance of the CHBP grant agreement is non-reimbursable and the responsibility of the county, city, or Iowa DOT.

TERMINATION – This Agreement will be terminated upon final acceptance of the work by all County Bridge Owners, City Bridge Owners, and the Iowa DOT and settlement of the financial conditions set forth in the FINANCING paragraph of this Agreement, including final project acceptance and closeout in FMIS, and final acceptance of CHBP Grant award requirements and final reporting. If any of the Counties, the Cities, or the Iowa DOT wish to terminate their responsibilities under this agreement, an amendment to this agreement must be executed by all parties specifying the conditions of such termination.

SERVABILITY- If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.

NON-DISCRIMINATION- In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPAs shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

CHAPTER 28E PROVISIONS - There will be no new or separate legal or administrative entity created by this Agreement. The primary recipient shall be responsible for the filing of this Agreement with the Iowa Secretary of State as required by law following its execution.

PROPERTY – No property will be jointly held as part of this Agreement.

LIABILITY – Nothing in this Agreement shall be construed to create joint or several liability of a party hereto for the acts omissions or obligations of the other parties. Each party shall be liable only for its own acts and the parties shall have such rights of indemnity and contribution among themselves with respect to this Agreement and the undertakings hereunder as shall be permitted by law and consistent with the provisions of this Agreement.

OBLIGATIONS – The Counties, the Cities, and Iowa DOT's obligations hereunder will cease immediately, without penalty of further payment being required, in any year for which the General Assembly of either state or the U.S. Congress fails to make an appropriation or re-appropriation to pay such obligations. The Counties, the Cities, and Iowa DOT will provide the other parties to this Agreement notice of such termination of funding as soon as practical after it becomes aware of the failure of funding. In the event such notice is provided, the other parties to this Agreement may terminate the Agreement or any part thereof.

EXECUTION – This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that the Agreement may be executed by electronic, digital, pdf, or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required. Execution of this Agreement constitutes approval pursuant to Iowa Code section 28E.10 as to all matters within the Iowa DOT's and the Counties' and Cities' jurisdiction with regard to any services (or facilities) over which each agency has constitutional or statutory powers of control.

AMENDMENTS - This Agreement may only be amended in writing, after the amendment has been signed by all parties. An amendment shall become effective immediately upon filing with the Iowa Secretary of State pursuant to Iowa Code section 28E.8.

INDEMNIFICATION – As permitted by law, the Counties, the Cities, and Iowa DOT shall Indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the respective acts or omissions by the Counties, the Cities, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement.

[This space intentionally left blank]

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

County Signature Block

This agreement was approved by official action of the (County Name) County Board of Supervisors in official session on the _____ day of _____, 2025.

County Auditor

Chair, County Board of Supervisors

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

City Signature Block

By _____ Date _____, 20____

Title of city official

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

Signed _____ Date _____, 20____

City Clerk of (City Name), Iowa

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa DOT Signature Block

This agreement was approved by official action of the Iowa DOT on the _____ day of _____, 20_____.

Deputy Director, Transportation Development Division

Resolution No. _____

In Support of the Joint CHBP Grant Agreement
&
Letter of Support for the
Competitive Highway Bridge Program (CHBP) Grant Project

Whereas, _____ County, Iowa bridge FHWA number(s): _____, has been identified as being part of a joint Competitive Highway Bridge Program (CHBP) Grant Project, and

Whereas, Iowa bridge FHWA number(s) _____ have been included in a Bundle, as detailed in Exhibit B, and

Whereas, we accept the Contracting Authority for the bundle as detailed in Exhibit B, and acknowledge the roles and responsibilities of each party as detailed in Section 3 and 4, and

Whereas, it is desired by and in the interest of _____ County to participate fully in the CHBP project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of the Iowa DOT providing Primary Recipient roles and duties, and

Whereas, we understand and accept the Sub-recipient roles and responsibilities as defined in the "28E Cooperative Agreement for a Competitive Highway Bridge Program (CHBP) Grant Project", including its referenced Exhibits, and

Whereas, each County as shown in Section 4, paragraph A shall be responsible for all matching funds and accept any costs exceeding the funds requested in the CHBP Grant application for their respective structure, and

Whereas, it is the intent of _____ County, upon award of CHBP funds, to enter into a Federal-aid Agreement with the Iowa Department of Transportation (DOT).

THEREFORE BE IT RESOLVED that the Board of Supervisors of _____ County, Iowa hereby approves and directs the Chair to sign this Letter of Support for the Bridge Competitive Highway Bridge Program (CHBP) Grant Project and the 28E Cooperative Agreement for a Competitive Highway Bridge Program (CHBP) Grant Project, and to provide all pertinent correspondence and project information to:

Attn: Nicole Stinn, P.E.
Secondary Roads Engineer
Iowa DOT Local Systems Bureau
800 Lincoln Way
Ames, IA 50010

Adopted this ____ day of _____, 2025.

Chair, Board of Supervisors

ATTEST:

Resolution No. _____

In Support of the Joint CHBP Grant Agreement
&
Letter of Support for the
Competitive Highway Bridge Program (CHBP) Grant Project

Whereas, City of _____, Iowa bridge FHWA number(s): _____, has been identified as being part of a joint Competitive Highway Bridge Program (CHBP) Grant Project, and

Whereas, Iowa bridge FHWA number(s) _____ have been included in a Bundle, as detailed in Exhibit B, and

Whereas, we accept the Contracting Authority for the bundle as detailed in Exhibit B, and acknowledge the roles and responsibilities of each party as detailed in Section 3 and 4, and

Whereas, it is desired by and in the interest of the City of _____ to participate fully in the CHBP project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of the Iowa DOT providing Primary Recipient roles and duties, and

Whereas, we understand and accept the Sub-recipient roles and responsibilities as defined in the "28E Cooperative Agreement for a Competitive Highway Bridge Program (CHBP) Grant Project", including its referenced Exhibits, and

Whereas, each City as shown in Section 4, paragraph B, shall be responsible for all matching funds and accept any costs exceeding the funds requested in the CHBP Grant application for their respective structure, and

Whereas, it is the intent of the City of _____, upon award of CHBP funds, to enter into a Federal-aid Agreement with the Iowa Department of Transportation (DOT).

THEREFORE BE IT RESOLVED that the City Council of the City of _____, Iowa hereby approves and directs the City Clerk to sign this Letter of Support for the Bridge Competitive Highway Bridge Program (CHBP) Grant Project and the 28E Cooperative Agreement for a Competitive Highway Bridge Program (CHBP) Grant Project, and to provide all pertinent correspondence and project information to:

Attn: Eryn Stone, P.E.
Urban Engineer
Iowa DOT Local Systems Bureau
800 Lincoln Way
Ames, IA 50010

Adopted this ____ day of _____, 2025.

City Clerk of (City Name), Iowa

ATTEST:

EXHIBIT A

Attachment A1-1 Scope of Services

Contract 319AL, SA10

Grant Application for Competitive Highway Bridge Program (CHBP)

INTRODUCTION

The Federal Highway Administration (FHWA) of the US DOT is anticipated to announce the availability of the next round of funding through the Competitive Highway Bridge Program (CHBP). The program is open only to states with a population density of less than 100 individuals per square mile. Program funding must be used for highway bridge rehabilitation or replacement on public roads that demonstrate cost savings through the bundling of multiple bridge projects into a single contract.

It is anticipated that the Notice of Funding Opportunity (NOFO) for the Competitive Highway Bridge Program will once again stress the project's capability to deliver long-term public benefit outcomes under the four selection criteria as follows:

Innovation. Using innovative approaches to improve safety and expedite project delivery, with consideration to one or more of the following key categories:

1. Innovative Technologies
2. Innovative Project Delivery
3. Innovative Financing

Support for Economic Vitality. As indicated by the results of the benefit-cost analysis and any additional non-quantified benefits identified.

Life-Cycle Costs and State of Good Repair. FHWA will consider two areas of information – the change in bridge condition and the anticipated cost savings associated with bundling bridge projects.

Project Readiness. Projects will be evaluated on their ability to authorize for construction and obligation of funding before a noted date within the NOFO.

SCOPE OF SERVICES

HDR will provide technical support to Iowa DOT to develop a single CHBP grant application for bridge bundling. HDR will work with DOT staff, as well as the ICEA Service Bureau, to collect necessary data for use in the benefit-cost analysis and grant application, such as traffic data and project cost estimates. It is HDR's understanding that critical data, such as National Bridge Inventory Data (NBI) and cost assumptions, are already available for the project. HDR will develop a benefit-cost analysis (BCA) model using assumptions consistent with US DOT's guidance for conducting BCAs for discretionary grant programs. HDR will provide DOT with the following tasks for assistance in developing its CHBP grant application:

TASK 1.0: Project Management and QC

TASK 1.1: Project Management

HDR will provide contract administration, coordination, and direction for the duration of this contract. HDR will provide a project manager to serve as the HDR's single point of contact with Iowa DOT for this Scope of Services. Five (5) months are assumed for invoicing and progress reporting.

Deliverables:

- One (1) electronic copy of monthly invoice and progress report.

Task 1.2: Quality Review of Deliverables

HDR will perform an independent quality review of deliverables noted below.

To facilitate more efficient document management, reviews and collaboration, HDR will establish and host a project Teams/SharePoint site and provide access to Iowa DOT, ICEA and other project representatives.

Task 1.3: Kickoff / Coordination Meetings

HDR will conduct a kick-off meeting with the Iowa DOT project team to review the scope of work for this project. As part of the project kickoff meeting, HDR will provide Iowa DOT with guidance on US DOT's guidelines for the Competitive Highway Bridge Program and probable application review strategy, application development, schedule, criteria, and overall strategy. HDR will use the project kick-off call as an opportunity to facilitate a strategy session on the grant application approach and detailed work plan. The kick-off call will also be used as an opportunity to obtain relevant existing documentation related to the individual bridge projects.

This task will also include virtual meetings with Iowa DOT, ICEA, and representatives of cities and counties with participating bridge projects. Coordination meetings will be used to discuss various options for the development of the application, develop common themes and messages for the proposed bundling of projects, confirm budget inputs, and review draft application documents as the project progresses. It is anticipated that a total of eight (8) 2-hr virtual meetings will be held to discuss interim deliverables and progress during project development.

Deliverables: Monthly invoices and progress reports, action items from calls/meetings, and quality control-quality assurance.

Task 2: Collect and Review Available Data

HDR will develop a questionnaire to obtain or confirm bridge specific information from cities / counties, including ADT, percent trucks, current load rating, proposed detour route, etc.

It is assumed that the following data would be provided to HDR for use on the study:

- Existing traffic volumes, including vehicle classification (e.g., percent trucks)
- Projected traffic volumes (e.g., annual growth rate)
- Estimated detour distance for each bridge
- Bridge construction cost estimates
- Maintenance and rehabilitation costs for different states of repair
- Bridge weight limitations and load postings (current and forecasted timing)
- Proposed or anticipated contracting and delivery method.

In addition, HDR will create a public-friendly online survey for each county to distribute and conduct engagement, the results of which will be included in the application.

Task 3. Scenario Definition and Project Prioritization

HDR will work with Iowa DOT, ICEA and other cities and counties to identify and assess bridge projects to be include in the grant application.

Grant Project Identification and Prioritization

As part of this effort, HDR will define a thematic scenario (e.g. "farm to market across Iowa" or "moving the needle for state of good repair") to help establish an overall approach and benefit justification for the grant package. This coordination effort will utilize the public impacts expected from the individual bridge projects to determine the bridges included in the application. Part of this strategy will involve selecting the various components of the project for inclusion in the scope in order to increase the probability of a grant award. This scope of work assumes that these public impacts will be:

- Time and distance impacts associated with bridge detours (due to weight posted or closed bridges)
- Expected safety improvements due to bridge improvements (increased bridge width, improved guardrail protection)
- Lower rehabilitation costs due to a better state of repair

Also, as part of this task, HDR will also work with Iowa DOT to help screen and select Iowa DOT bridge projects to include in the application with the county and city bundles. We will use available data to help develop simple screening criteria to select the most beneficial projects in terms of the grant thematic scenarios.

EXHIBIT A

Assessment of Bridge Bundling/Packaging

Upon completion of Task 3.1 above, HDR will support ICEA and Iowa DOT in the development of bridge bundles, which will represent contract packages for construction. Bridge projects will be grouped together, as able, based on factors such as:

- Project Readiness
- Geographic Proximity
- Structure Type
- Economies of Scale to Reduce Overall Bridge Construction Costs
- Reduction of Construction Detour Duration

This exercise will provide a more efficient project delivery scenario, enhancing the overall merits of the grant application.

Deliverable: Brief documentation of scenario definition and project prioritization results.

Task 4. Traffic Operations and Safety Analysis

Safety Analysis

Crash data will be obtained for the past 10-year period for up to 50 bridges identified by Iowa DOT and the cities and counties. Crash rates will be calculated for identified bridges to highlight bridges that exceed the statewide average crash rate for similar features and support predictive safety analysis. Highway Safety Manual-based crash prediction methods will be implemented with the NCHRP 17-38 spreadsheet tool provided by AASHTO for up to 50 bridges, resulting in predicted crashes on the existing bridge and predicted crashes on the new bridge. Iowa DOT's published average crash rates by facility class will be collected and forecasted if necessary. Crash prediction results developed (crashes per year) will be estimated for up to 4 key years of analysis by KABCO severity level. These data will serve as inputs for Task 6.

Operations Analysis

Highway Capacity Manual methods applied via spreadsheet will be utilized to determine a before and after average travel speed for travel through the project limits and via the project detour for up to 50 bridges. The differential between before and after travel times will be applied to the volume of traffic impacted by the project in Task 6. Daily out-of-distance travel delay will also be calculated for bridge detours using the same HCM-based methods. Before and after travel time analysis will focus on typical day conditions or recurring congestion and will be estimated for each year in the benefit-cost analysis. Estimates of delay for non-recurring congestion may be developed at the request of Iowa DOT but will be calculated as a fixed percentage increase to recurring congestion based on statewide breakdowns of source congestion published in Iowa DOT's TSMO Program Plan or provided by Iowa DOT.

Deliverable: Documentation of the methodologies for the traffic and safety analyses will be developed for inclusion as an appendix in the grant application package.

Task 5. GIS Mapping & Detour Analysis

HDR will map the locations of the individual bridge projects proposed for the application, including the selected city and county bridges. This GIS mapping will assist in efforts to appropriately bundle bridge projects into construction packages, helping to inform geographic themes or points of merit.

HDR will work with DOT to review existing bridge inventory data for the bridges in the bundles, including detour routes in the event of bridge posting or closure. DOT will help refine these detour routes and distances. HDR may conduct GIS analyses to aid the calculations of distances and consider the proximity and condition of neighboring bridges for passenger vehicle and truck detour routes. The results of these analyses will inform the user costs of detours in the case of bridge closures or weight restrictions estimated in Task 6, Benefit-Cost Analysis. User costs will cover travel time, vehicle operating costs, safety, and emissions impacts associated with bridge detours.

Deliverable: Predicted detour costs for the baseline scenario – required for input into benefit-costs.

Task 6. Benefit-Cost Analysis

HDR will quantify public benefits and impacts expected from the project that demonstrate adherence with the CHBP selection criteria. A key challenge of this grant application will be to provide compelling evidence to USDOT of the merits of bundling the bridge projects compared to implementing the projects individually, as well as demonstrating that the monetized benefits of the bundled projects outweigh the project costs.

The economic analyses will include the following elements:

- **Develop Benefit-Cost Model:** For each of the user costs and associated benefit categories identified in Task 5, logic diagrams will be developed that represent the methodology used to monetize each project benefit. The model will be built according to the logic diagrams and populated with the most up-to-date information available. HDR will collect model inputs from Tasks 4 and 5, Iowa DOT, USDOT guidance, and other publicly available data.
- **Produce Benefit-Cost Results, Test Sensitivity of Results against Key Variables:** Initial benefit-cost results will be developed, and key variables will be flagged for testing. The model will be re-run using ranges on key variables to evaluate the robustness of the BCA.
- **Issue and Document Results:** Materials for the CHBP grant application, including the BCA excel-based model, technical documentation, and data points to support the merit criteria narrative will be written, reviewed, and finalized.

To support the development of O&M costs for each structure, HDR work with the Iowa DOT Bridges & Structures Bureau to establish a schedule of standard or parametric cost estimates for operations and maintenance activities by such characteristics as bridge/structure type (i.e. timber, concrete, etc.) and general age of structure. This schedule of O&M costs will be applied to each bridge site to assist in the development of site-specific O&M costs for the BCA.

Deliverables: A short document summarizing key data for the application narrative; technical documentation (appendix or narrative) describing the evaluation approach, data, assumptions, and results of the analysis; and the benefit-cost excel-based model for submission to USDOT.

Task 7. CHBP Grant Application Preparation

HDR will compile the analysis, develop select graphics, and document strategies that address the grant requirements. HDR will also assist in evaluating the selected projects and developing content for each of the applicable selection criterion described earlier in this proposal. Iowa DOT will be responsible for the actual submittal of the grant application on the grants.gov site.

The application narrative will follow USDOT's recommended structure and approach for describing the project, its costs, funding, benefits, and other factors. The CHBP grant application narrative will include the following project narrative, generally following the basic outline below, as per the previous NOFO:

- I. Cover Page Table (as per template in NOFO)
- II. Project Description
- III. Project Location
- IV. Project Parties
- V. Grant Funds, Sources and Uses of Project Funds
- VI. Selection Criteria
 - a. Innovation
 - b. Support for Economic Vitality
 - c. Life-Cycle Costs and State of Good Repair
 - d. Project Readiness
- VII. Letters of Support
 - a. HDR will provide a letter of support template for Iowa DOT and ICEA to provide to stakeholders.
 - b. HDR will help Iowa DOT and ICEA develop a list of potential stakeholder supporters and track requests as they are made, and letters obtained.

Deliverable: Completed CHBP Grant Application (Draft and Final)

Key Assumptions

1. Up to 50 bridges will be analyzed for the grant application.
2. Existing Year Average Daily Traffic (ADT) Volumes to be obtained via the Iowa DOT GIS traffic maps and confirmed by Cities / Counties via questionnaire.
3. Forecast Year Average Daily Traffic (ADT) Volumes to be derived from the iTRAM model in coordination with Iowa DOT. Bridges with forecast ADT not provided will be estimated with a sketch-planning approach based on travel-sheds for traffic and safety benefits.
4. Existing and proposed bridge barrier rail protection and existing and proposed bridge traveled width (face of barrier to face of barrier) to be provided by DOT / Cities / Counties via questionnaire. Any missing information to be provided by Iowa DOT via the SIIMS database.
5. Detour Route for bridge construction or for diverted trucks from load rated bridges to be provided by Cities / Counties via questionnaire.
6. Percentage of Trucks to be provided by Cities / Counties via questionnaire. For load rated bridges, the estimated daily traffic volume of trucks diverting to other crossings to be provided by Cities / Counties via questionnaire. For bridges with percent of trucks or estimated daily truck volume diverted not provided, the iTRAM model will be used to estimate percent of trucks.
7. Bridges to include in application, including year of proposed construction and construction costs for each bridge, will be provided by the DOT/City/County.

Schedule

HDR will begin to perform these services upon Notice-to-Proceed. Most of the scope deliverables will be completed within a 5-month period. A schedule for delivery of notable deliverables outlined above will be established in coordination with Iowa DOT and largely be based on the release date of the NOFO from USDOT, which is anticipated in January 2025. Final application packet will be submitted to Iowa DOT seven (7) days prior to submittal deadline outlined in the published NOFO.

Assumed Notice to Proceed	1/22/2025
Contract Completion	6/15/2025

Exhibit B

Competitive Highway Bridge Program (CHBP) Grant Project Bundle Information*

Bridge Bundle 1

- **Contract Authority: Buena Vista County, Iowa**
 - FHWA Structure Number(s): 85740
 - TPMS number(s): 57279
- **Ida County, Iowa**
 - FHWA Structure Number(s): 186961
 - TPMS number(s): 53452
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 2

- **Contract Authority: Mitchell County, Iowa**
 - FHWA Structure Number(s): 248530 & 249201
 - TPMS number(s): 54931 & 38550
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 3

- **Contract Authority: Chickasaw County, Iowa**
 - FHWA Structure Number(s): 112770 & 19680
 - TPMS number(s): 53435 & 53429
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 4

- **Contract Authority: Bremer County, Iowa**
 - FHWA Structure Number(s): 78920 & 79060
 - TPMS number(s): 35012 & 27164
- **Allamakee County, Iowa**
 - FHWA Structure Number(s): 61140
 - TPMS number(s): 37763
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 5

- **Contract Authority: Dubuque County, Iowa**
 - FHWA Structure Number(s): 148160
 - TPMS number(s): 45812
- **Jackson County, Iowa**
 - FHWA Structure Number(s): 193040
 - TPMS number(s): 53229
- **City of Dyersville, Iowa**
 - FHWA Structure Number(s): 004305
 - TPMS number(s): TBD
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 6

- **Contract Authority: Scott County, Iowa**
 - FHWA Structure Number(s): 303010
 - TPMS number(s): 31024
- **Cedar County, Iowa**
 - FHWA Structure Number(s): 103280
 - TPMS number(s): 55091
- **City of Iowa City, Iowa**
 - FHWA Structure Number(s): 6260
 - TPMS number(s): TBD
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 7

- **Contract Authority: Iowa DOT**
 - FHWA Structure Number(s): 37830
 - TPMS number(s): N/A
- **Des Moines County, Iowa**
 - FHWA Structure Number(s): 143270
 - TPMS number(s): 47049
- **Washington County, Iowa**
 - FHWA Structure Number(s): 337040
 - TPMS number(s): 51161
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 8

- **Contract Authority: Lee County, Iowa**
 - FHWA Structure Number(s): 218910 & 219030
 - TPMS number(s): 57243 & 57244
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 9

- **Contract Authority: Warren County, Iowa**
 - FHWA Structure Number(s): 332850 & 333690
 - TPMS number(s): 52966 & 52967
- **Story County, Iowa**
 - FHWA Structure Number(s): 316170
 - TPMS number(s): 38675
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 10

- **Contract Authority: Madison County, Iowa**
 - FHWA Structure Number(s): 234750 & 232680 & 233280
 - TPMS number(s): 57271 & 57273 & 57272
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 11

- **Contract Authority: Shelby County, Iowa**
 - FHWA Structure Number(s): 47910
 - TPMS number(s): 57233
- **Monona County, Iowa**
 - FHWA Structure Number(s): 250540
 - TPMS number(s): 33857
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 12

- **Contract Authority: Montgomery County, Iowa**
 - FHWA Structure Number(s): 254240 & 254550
 - TPMS number(s): 55055 & 31034
- **City of Villisca, Iowa**
 - FHWA Structure Number(s): 11520
 - TPMS number(s): 55855
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

Bridge Bundle 13

- **Contract Authority: Iowa DOT**
 - FHWA Structure Number(s): 23700
 - TPMS number(s): N/A
- **Osceola County, Iowa**
 - FHWA Structure Number(s): 263300
 - TPMS number(s): 50903
- Budget and Funding: See Iowa DOT FY24 CHBP Grant Application

*It is the intention to use the bundles presented in the application, but bundles are subject to change due to unforeseen conditions. Bundles will be formalized upon CHBP grant award via a post-award Iowa DOT funding agreement. Resolutions signed by partner agencies attached as part of this 28E agreement acknowledge a commitment to these partnerships and an endorsement of each bundle lead.

February 14, 2025

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

RE: Support of Grant for the replacement of 3rd Avenue Bridge

Dear Honorable Mayor Jacque and Council Members:

I am writing to express support for the resolution regarding the replacement of 3rd Avenue Bridge. As you know, the 1967 bridge needs replacement and updates in the coming years. The City of Dyersville has been actively working with the Iowa Department of Transportation (IADOT) to secure funding for this critical infrastructure project.

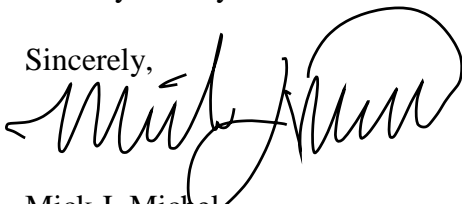
The IADOT and the City recommend placing this project into the State's Transportation Discretionary Funding through the Competitive Highway Bridge Program (CHBP) Grant Program. The estimated cost of replacing the bridge is \$2 million. The city would be responsible for the engineering costs and a 20 percent match of the grant requirements if the grant is approved.

The 3rd Avenue Bridge is a vital link for our community, providing essential connectivity for residents, businesses, and emergency services. Replacing the bridge will enhance safety, support economic growth, and improve the overall quality of life in Dyersville.

I recommend approving this resolution and authorizing the necessary steps to secure the CHBP grant funding. Your approval will enable us to move forward with this important project and ensure the long-term sustainability of our transportation infrastructure.

Please let me know if you need any further adjustments or additional information.
Thank you for your time and consideration.

Sincerely,



Mick J. Michel,
City Administrator