

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 - July 21, 2025
- 3. **Special Class C Retail Alcohol License (5 Day) August 27 - 31, 2025** Southern Hospitality Concessions (Field of Dreams concerts)
- 4. **Request** from the City Clerk to change the meeting date from Monday, September 1, 2025 to Tuesday, September 2, 2025 due to the fact that September 1, 2025 is a public holiday (Labor Day).
- 5. **Request** from the Dyersville Area Chamber of Commerce to have your permission to close 2nd St SW in front of St. Francis Xavier School between 2nd Ave & 3rd Ave SW and 2nd Ave SW for food and games.
- 6. **Miscellaneous Correspondence** Keep Iowa Beautiful - July 2025

ACTION ITEMS

- 7. **Resolution No. 98-25** approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2025
- 8. **Resolution No. 99-25** approving preannexation between Timothy J. and Amy L. Lueck and the City of Dyersville
- 9. **Resolution No. 100-25** approving the Community Catalyst Building Remediation Grant Award and authorizing the Mayor and City Clerk to enter into the agreement with the Iowa Economic Development Authority

10. **Resolution No. 101-25** of intent to vacate and dispose of City interest in public utility and drainage easements over and across part of Lots 27, 28, and 29 in Castle Hill, Plat 4 in the City of Dyersville. Set date of meeting for August 18, 2025 at 6:00 P.M.

11. **Discussion and Possible Action** for Data Recovery Services for Cablecast Server

ADJOURNMENT

COUNCIL COMMENTS



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT02008 - 08.04.25 Bills - AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
RELIANCE STANDARD	08.2025	Police Insurance	001-5-110-1-61500	GROUP INSURANCE	377.00
VERIZON WIRELESS	6118750027	Police Chief Cell Phone - 5804	001-5-110-1-63730	TELEPHONE	50.55
VERIZON WIRELESS	6118750027	Modem - 4635	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Assist Chief Cell Phone - 2918	001-5-110-1-63730	TELEPHONE	38.45
VERIZON WIRELESS	6118750027	Captain Cell Phone - 3004	001-5-110-1-63730	TELEPHONE	38.45
VERIZON WIRELESS	6118750027	Pepwave 2 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Pepwave 3 PDS	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Pepwave 1 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Pepwave 4 PD	001-5-110-1-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000008469	HRA Admin	001-5-110-1-64080	INSURANCE PREMIUM	35.00
FAREWAY STORES INC	00274591	Plastic Forks	001-5-110-1-65060	OFFICE SUPPLIES	2.49
KIESLER POLICE SUPPLY	IN263511	Glock Gen 5 Handgun	001-5-110-1-67270	NEW EQUIPMENT	429.00
Department 110 - POLICE Total:					1,170.99
Department: 150 - FIRE					
J & J LAWN CARE	26871	Labor & Equipment - Clean U...	001-5-150-1-63180	BUILDINGS/GROUNDS MAIN...	325.00
J & J LAWN CARE	26871	Mowing - Old Kid Project	001-5-150-1-63180	BUILDINGS/GROUNDS MAIN...	400.00
CFS INSPECTIONS	2025JB0067	Ladders/Heat Sensors	001-5-150-1-65407	DEPARTMENT SUPPLIES	2,374.75
Department 150 - FIRE Total:					3,099.75
Department: 210 - TRANSPORTATION					
RELIANCE STANDARD	08.2025	Public Works Insurance	001-5-210-2-61500	GROUP INSURANCE	8.15
GIANT WASH	25205	Uniforms - Lueck	001-5-210-2-61806	LUECK UNIFORMS	2.37
JOHN DEERE FINANCIAL	5975955	Bonded Loop	001-5-210-2-63320	VEHICLE REPAIRS	3.99
VERIZON WIRELESS	6118750027	PW 8	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Pepwave 4 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Pepwave 1 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Pepwave 6 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Pepwave 7 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	PW Director Cell Phone - 8775	001-5-210-2-63730	TELEPHONE	38.45
VERIZON WIRELESS	6118750027	Pepwave 5 PW	001-5-210-2-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000008469	HRA Admin	001-5-210-2-64080	INSURANCE PREMIUM	5.95
J & J LAWN CARE	26871	Mowing - HWY 20 Sign	001-5-210-2-64322	CONTRACTED SERVICES	90.00
J & J LAWN CARE	26898	Mowing Contract	001-5-210-2-64322	CONTRACTED SERVICES	3,229.17
ACE HARDWARE	268563	Locks/Magnets	001-5-210-2-65407	DEPARTMENT SUPPLIES	160.79
JOHN DEERE FINANCIAL	5973779	Fly Ribbon	001-5-210-2-65407	DEPARTMENT SUPPLIES	1.99
JOHN DEERE FINANCIAL	5976369	WD-40	001-5-210-2-65407	DEPARTMENT SUPPLIES	8.99
JOHN DEERE FINANCIAL	5976644	Battery - Welding Helmet	001-5-210-2-65407	DEPARTMENT SUPPLIES	10.98
Department 210 - TRANSPORTATION Total:					3,800.89
Department: 410 - LIBRARY					
RELIANCE STANDARD	08.2025	Library Insurance	001-5-410-4-61500	GROUP INSURANCE	108.39
PREFERRED HEALTH CHOICES...	0000008469	HRA Admin	001-5-410-4-64080	INSURANCE PREMIUM	15.00
GIANT WASH	25205	Floor Mats - Library	001-5-410-4-65060	OFFICE SUPPLIES	13.12
Department 410 - LIBRARY Total:					136.51
Department: 430 - PARKS					
RELIANCE STANDARD	08.2025	Parks Insurance	001-5-430-4-61500	GROUP INSURANCE	25.67
CARQUEST AUTO PARTS	4986-480615	SMV Sign	001-5-430-4-63320	VEHICLE REPAIRS	33.47
PREFERRED HEALTH CHOICES...	0000008469	HRA Admin	001-5-430-4-64080	INSURANCE PREMIUM	2.50
J & J LAWN CARE	26871	Labor & Equipment - Level Ba..	001-5-430-4-64322	CONTRACTED SERVICES	1,325.00
J & J LAWN CARE	26898	Mowing Contract	001-5-430-4-64322	CONTRACTED SERVICES	3,229.17
PFEILER ELECTRIC	2892	Wire FOD Containers	001-5-430-4-64322	CONTRACTED SERVICES	3,103.10
HEFEL PORTABLE SERVICES L...	5242	Portable Restrooms	001-5-430-4-64322	CONTRACTED SERVICES	4,896.14
WOLF, RUSS	07.07.25	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	230.00

Expense Approval Register

Packet: APPKT02008 - 08.0

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
WOLF, RUSS	07.13.2025	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	202.50
NIEMAN, TIM	07.13.2025	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	55.00
WERNER, RON	07.13.2025	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	202.50
WERNER, RON	07.20.25	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	172.50
WOLF, RUSS	07.20.25	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	172.50
WOLF, JERRY	07.27.25	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	230.00
PUCCI, CARRYE	07-2025-004316	Soccer Refund	001-5-430-4-64800	REFUNDS	35.00
MONTICELLO SPORTS INC	070125-17	Base Plugs/Anchors/Air Pum...	001-5-430-4-65407	DEPARTMENT SUPPLIES	106.00
ACE HARDWARE	268606	Air Freshner/Insect Spray	001-5-430-4-65407	DEPARTMENT SUPPLIES	9.07
SHERWIN-WILLIAMS	3962-2	Filters	001-5-430-4-65407	DEPARTMENT SUPPLIES	38.20
JOHN DEERE FINANCIAL	5973796	Toilet Paper/Paper Towels	001-5-430-4-65407	DEPARTMENT SUPPLIES	25.95
SCHNEIDER LAND SURVEYING..	2426-2025	Surveying Soccer Fields	001-5-430-4-65409	SOCCER PROGRAM SUPPLIES	1,750.00
THREE RIVERS FS COMPANY	50039222	Field Marking Chalk	001-5-430-4-65411	BASEBALL PROGRAM SUPPLI...	328.60
ACE HARDWARE	268669	Electrical Supplies - DV Mem...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	28.10
MM MECHANICAL	i6057	Wire - Trail Lights	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	315.00
CRESCENT ELECTRIC SUPPLY	5513437880.001	Steel Rail/Wire/Connector - ...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/E...	668.62
				Department 430 - PARKS Total:	17,184.59

Department: 445 - AQUATIC CENTER

RELiance STANDARD	08.2025	Pool Insurance	001-5-445-4-61500	GROUP INSURANCE	25.67
EMS INDUSTRIAL INC	1390093	Service Call - Replace Pump ...	001-5-445-4-63321	EQUIPMENT REPAIR	3,432.52
PREFERRED HEALTH CHOICES...	0000008469	HRA Admin	001-5-445-4-64080	INSURANCE PREMIUM	2.50
MICROBAC LABORATORIES	WL2502543	Testing	001-5-445-4-64317	TESTING	21.50
LIME ROCK SPRINGS	20414556	Concessions	001-5-445-4-65414	CONCESSION STAND SUPPLIES	137.85
LIME ROCK SPRINGS	20416003	Concessions	001-5-445-4-65414	CONCESSION STAND SUPPLIES	159.15
MYERS-COX COMPANY	609310	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	185.80
MYERS-COX COMPANY	609364	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	373.33
MYERS-COX COMPANY	609464	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	259.30
				Department 445 - AQUATIC CENTER Total:	4,597.62

Department: 460 - COMMUNITY CENTER

TJ CLEANING SERVICES	07.24.25 Soc Ctr	Cleaning Services Wk of 7/18 ..	001-5-460-4-64322	CONTRACTED SERVICES	212.50
GIANT WASH	25205	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
				Department 460 - COMMUNITY CENTER Total:	225.62

Department: 470 - OTHER CULTURE

DYERSVILLE AIRPORT	08.2025	Airport Funding	001-5-470-4-62106	AIRPORT-DYERSVILLE AVIATI...	7,000.00
				Department 470 - OTHER CULTURE Total:	7,000.00

Department: 610 - MAYOR, COUNCIL & CITY ADM

RELiance STANDARD	08.2025	P & A Insurance	001-5-610-6-61500	GROUP INSURANCE	45.69
				Department 610 - MAYOR, COUNCIL & CITY ADM Total:	45.69

Department: 620 - CLERK, TREAS & FINANCE

RELiance STANDARD	08.2025	Mayor/Council Insurance	001-5-620-6-61500	GROUP INSURANCE	17.97
SIMMERING-CORY IOWA CO...	2025-IC-0223	Code Update	001-5-620-6-65060	OFFICE SUPPLIES	273.00
QUILL CORPORATION	44869636	Paper Punch	001-5-620-6-65060	OFFICE SUPPLIES	81.25
QUILL CORPORATION	44956430	Rubber Bands	001-5-620-6-65060	OFFICE SUPPLIES	12.40
				Department 620 - CLERK, TREAS & FINANCE Total:	384.62

Department: 650 - CITY HALL & GEN BLDGS

TJ CLEANING SERVICES	07.24.25 City	Cleaning Services Wk of 7/18 ..	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
MM MECHANICAL	i6182	PD A/C Drain Making Noise	001-5-650-6-63100	BUILDING MAINTENANCE	80.00
MM MECHANICAL	i6271	Check AC Drain	001-5-650-6-63100	BUILDING MAINTENANCE	90.00
J & J LAWN CARE	26892	Nuisance Mowing - 604 9th S...	001-5-650-6-63324	MISC. EXPENDITURES	225.00
VERIZON WIRELESS	6118750027	City 0416	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Michel - 3568	001-5-650-6-63730	TELEPHONE	11.30
VERIZON WIRELESS	6118750027	City Clerk Cell Phone - 4040	001-5-650-6-63730	TELEPHONE	1,438.44
VERIZON WIRELESS	6118750027	City 3440	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Administrator Cell Phone - 4...	001-5-650-6-63730	TELEPHONE	38.45
GIANT WASH	25205	Floor Mats - City Hall	001-5-650-6-65412	BUILDING SUPPLIES	13.12
				Department 650 - CITY HALL & GEN BLDGS Total:	2,226.33

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Department: 660 - TORT LIABILITY					
PREFERRED HEALTH CHOICES...	0000008469	HRA Admin	001-5-660-6-64080	INSURANCE PREMIUM	1.75
Department 660 - TORT LIABILITY Total:					1.75
Department: 670 - OTHER GENERAL GOVT					
MAQUOKETA RIVER WMA	07.16.2025	Funding	001-5-670-6-62100	DUES/SUBSCRIPTIONS	6,715.00
GREATER DUBUQUE DEVEL ...	08.2025 Invest	08.2025 Investment	001-5-670-6-62100	DUES/SUBSCRIPTIONS	6,700.00
Department 670 - OTHER GENERAL GOVT Total:					13,415.00
Fund 001 - GENERAL FUND Total:					53,289.36
Fund: 110 - ROAD USE FUND					
Department: 210 - TRANSPORTATION					
RELIANCE STANDARD	08.2025	Public Works Insurance	110-5-210-2-61500	GROUP INSURANCE	80.97
KLUESNER CONSTRUCTION I...	41452	Furnish & Replace Asphalt	110-5-210-2-67618	STREET RECONSTRUCTION	10,567.25
Department 210 - TRANSPORTATION Total:					10,648.22
Fund 110 - ROAD USE FUND Total:					10,648.22
Fund: 112 - TRUST AND AGENCY FUND					
Department: 460 - COMMUNITY CENTER					
KASS, LISA	07.19.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
SCHLARMAN, MARGARET	07.20.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
KRAMER-MORRIS FUNERAL ...	07.24.25	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
Department 460 - COMMUNITY CENTER Total:					300.00
Fund 112 - TRUST AND AGENCY FUND Total:					300.00
Fund: 301 - CAPITAL PROJECTS FUND					
Department: 723 - CAPITAL PROJECT					
ORIGIN DESIGN CO	82191	20 West Industrial - Construct..	301-5-723-8-64063	ENGINEERS FEES	1,709.25
WEBER STONE	0209717-in	Stone - 1st Ave	301-5-723-8-64322	CONTRACTED SERVICES	648.00
WEBER STONE	0209718-IN	Stone - 1st Ave	301-5-723-8-64322	CONTRACTED SERVICES	2,453.00
EOCENE ENVIRONMENTAL G...	07251023537	Streambank Adaptive Manag...	301-5-723-8-64322	CONTRACTED SERVICES	2,058.87
TRAFFIC & TRANSPORTATION..	255068	Traffic Camera/Processor/Br...	301-5-723-8-64322	CONTRACTED SERVICES	18,750.00
COMELEC INTERNET SERVICES	419169	Fiber/Cable	301-5-723-8-64322	CONTRACTED SERVICES	3,700.00
Department 723 - CAPITAL PROJECT Total:					29,319.12
Department: 764 - CAPITAL PROJECT					
KURT, KEVIN	25-06	Sidewalk Replacement	301-5-764-8-64322	CONTRACTED SERVICES	92.04
Department 764 - CAPITAL PROJECT Total:					92.04
Fund 301 - CAPITAL PROJECTS FUND Total:					29,411.16
Fund: 600 - WATER FUND					
Department: 810 - WATER					
RELIANCE STANDARD	08.2025	Water Insurance	600-5-810-9-61500	GROUP INSURANCE	87.21
GIANT WASH	25205	Uniforms - Recker	600-5-810-9-61809	RECKER UNIFORMS	30.86
GIANT WASH	25205	Uniforms - Herbers	600-5-810-9-61814	HERBERS UNIFORMS	2.37
VERIZON WIRELESS	6118750027	Pepwave 3 Wtr	600-5-810-9-63730	TELEPHONE	40.11
PREFERRED HEALTH CHOICES...	0000008469	HRA Admin	600-5-810-9-64080	INSURANCE PREMIUM	14.78
J & J LAWN CARE	26871	Mowing - Pump House	600-5-810-9-64322	CONTRACTED SERVICES	240.00
J & J LAWN CARE	26898	Mowing Contract	600-5-810-9-64322	CONTRACTED SERVICES	3,229.17
IOWA ONE CALL	272823	Water Locates	600-5-810-9-64600	IOWA ONE CALL CHARGES	46.25
J & R SUPPLY	250677-IN	Top Screws	600-5-810-9-65407	DEPARTMENT SUPPLIES	798.00
JOHN DEERE FINANCIAL	5975403	Tape/Bushings/Steering Wh...	600-5-810-9-65407	DEPARTMENT SUPPLIES	36.13
JOHN DEERE FINANCIAL	5975452	Steering Wheel Cover Return	600-5-810-9-65407	DEPARTMENT SUPPLIES	-15.49
HAWKINS WATER TREATME...	7153391	Azone	600-5-810-9-65407	DEPARTMENT SUPPLIES	590.15
HAWKINS WATER TREATME...	7153392	Azone/LPC-4	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,402.55
J & R SUPPLY	2505149-IN	Valve/TB & Nut	600-5-810-9-67812	VALVE REPLACEMENTS	1,494.00
Department 810 - WATER Total:					7,996.09
Fund 600 - WATER FUND Total:					7,996.09
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
RELIANCE STANDARD	08.2025	Wastewater Insurance	610-5-815-9-61500	GROUP INSURANCE	83.87
GIANT WASH	25205	Uniforms - Menke	610-5-815-9-61810	MENKE UNIFORMS	2.37

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
GIANT WASH	25205	Uniforms - Reicher	610-5-815-9-61813	REICHER UNIFORMS	2.37
BIG WHEELS REPAIR LLC	15128	Sweeper Maintenance	610-5-815-9-63320	VEHICLE REPAIRS	1,369.91
JOHN DEERE FINANCIAL	I804023	Couplers	610-5-815-9-63320	VEHICLE REPAIRS	103.41
VERIZON WIRELESS	6118750027	Pepwave 2 WW	610-5-815-9-63730	TELEPHONE	40.01
VERIZON WIRELESS	6118750027	Sewer Camera	610-5-815-9-63730	TELEPHONE	40.17
PREFERRED HEALTH CHOICES...	0000008469	HRA Admin	610-5-815-9-64080	INSURANCE PREMIUM	10.27
ASSURED PARTNERS	174112	Insurance Premium - Jetter	610-5-815-9-64080	INSURANCE PREMIUM	479.00
MICROBAC LABORATORIES	WL2502544	Testing	610-5-815-9-64317	TESTING	1,311.75
J & J LAWN CARE	26898	Mowing Contract	610-5-815-9-64322	CONTRACTED SERVICES	3,229.16
IOWA ONE CALL	272823	Sewer Locates	610-5-815-9-64600	IOWA ONE CALL CHARGES	46.25
JOHN DEERE FINANCIAL	5971905	Insect Spray/Nozzle/Grease	610-5-815-9-65407	DEPARTMENT SUPPLIES	55.90
JOHN DEERE FINANCIAL	5972241	Weather strip / Air Spray / In...	610-5-815-9-65407	DEPARTMENT SUPPLIES	27.47
JOHN DEERE FINANCIAL	5974001	Paint Brushes	610-5-815-9-65407	DEPARTMENT SUPPLIES	10.59
ALLIED SYSTEMS INC	66400	Repair Pump	610-5-815-9-65407	DEPARTMENT SUPPLIES	10,014.99
ALLIED SYSTEMS INC	66401	Repair Pump	610-5-815-9-65407	DEPARTMENT SUPPLIES	6,852.20
USA BLUE BOOK	INV00777818	Float switches/Thermometer	610-5-815-9-65407	DEPARTMENT SUPPLIES	590.95
				Department 815 - SEWER Total:	24,270.64
				Fund 610 - SEWER FUND Total:	24,270.64

Fund: 612 - SEWER CAPITAL ACCOUNT

Department: 815 - SEWER

ORIGIN DESIGN CO	81933	Westlinden Lift Stn - Prelim ...	612-5-815-9-64063	ENGINEER FEES	9,531.85
				Department 815 - SEWER Total:	9,531.85
				Fund 612 - SEWER CAPITAL ACCOUNT Total:	9,531.85

Fund: 670 - SOLID WASTE FUND

Department: 840 - SOLID WASTE

RELiance STANDARD	08.2025	Solid Waste Insurance	670-5-840-9-61500	GROUP INSURANCE	14.19
PREFERRED HEALTH CHOICES...	0000008469	HRA Admin	670-5-840-9-65060	OFFICE SUPPLIES	2.25
				Department 840 - SOLID WASTE Total:	16.44
				Fund 670 - SOLID WASTE FUND Total:	16.44
				Grand Total:	135,463.76

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	53,289.36
110 - ROAD USE FUND	10,648.22
112 - TRUST AND AGENCY FUND	300.00
301 - CAPITAL PROJECTS FUND	29,411.16
600 - WATER FUND	7,996.09
610 - SEWER FUND	24,270.64
612 - SEWER CAPITAL ACCOUNT	9,531.85
670 - SOLID WASTE FUND	16.44
Grand Total:	135,463.76

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61500	GROUP INSURANCE	377.00
001-5-110-1-63730	TELEPHONE	327.50
001-5-110-1-64080	INSURANCE PREMIUM	35.00
001-5-110-1-65060	OFFICE SUPPLIES	2.49
001-5-110-1-67270	NEW EQUIPMENT	429.00
001-5-150-1-63180	BUILDINGS/GROUNDS ...	725.00
001-5-150-1-65407	DEPARTMENT SUPPLIES	2,374.75
001-5-210-2-61500	GROUP INSURANCE	8.15
001-5-210-2-61806	LUECK UNIFORMS	2.37
001-5-210-2-63320	VEHICLE REPAIRS	3.99
001-5-210-2-63730	TELEPHONE	278.51
001-5-210-2-64080	INSURANCE PREMIUM	5.95
001-5-210-2-64322	CONTRACTED SERVICES	3,319.17
001-5-210-2-65407	DEPARTMENT SUPPLIES	182.75
001-5-410-4-61500	GROUP INSURANCE	108.39
001-5-410-4-64080	INSURANCE PREMIUM	15.00
001-5-410-4-65060	OFFICE SUPPLIES	13.12
001-5-430-4-61500	GROUP INSURANCE	25.67
001-5-430-4-63320	VEHICLE REPAIRS	33.47
001-5-430-4-64080	INSURANCE PREMIUM	2.50
001-5-430-4-64322	CONTRACTED SERVICES	12,553.41
001-5-430-4-64323	COACHES/UMPIRES	1,265.00
001-5-430-4-64800	REFUNDS	35.00
001-5-430-4-65407	DEPARTMENT SUPPLIES	179.22
001-5-430-4-65409	SOCCER PROGRAM SUP...	1,750.00
001-5-430-4-65411	BASEBALL PROGRAM SU...	328.60
001-5-430-4-67274	CAPITAL IMPROVEMENT...	1,011.72
001-5-445-4-61500	GROUP INSURANCE	25.67
001-5-445-4-63321	EQUIPMENT REPAIR	3,432.52
001-5-445-4-64080	INSURANCE PREMIUM	2.50
001-5-445-4-64317	TESTING	21.50
001-5-445-4-65414	CONCESSION STAND SU...	1,115.43
001-5-460-4-64322	CONTRACTED SERVICES	225.62
001-5-470-4-62106	AIRPORT-DYERSVILLE AV...	7,000.00
001-5-610-6-61500	GROUP INSURANCE	45.69
001-5-620-6-61500	GROUP INSURANCE	17.97
001-5-620-6-65060	OFFICE SUPPLIES	366.65
001-5-650-6-63100	BUILDING MAINTENANCE	420.00
001-5-650-6-63324	MISC. EXPENDITURES	225.00
001-5-650-6-63730	TELEPHONE	1,568.21
001-5-650-6-65412	BUILDING SUPPLIES	13.12
001-5-660-6-64080	INSURANCE PREMIUM	1.75
001-5-670-6-62100	DUES/SUBSCRIPTIONS	13,415.00
110-5-210-2-61500	GROUP INSURANCE	80.97
110-5-210-2-67618	STREET RECONSTRUCTI...	10,567.25
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	300.00
301-5-723-8-64063	ENGINEERS FEES	1,709.25

Account Summary

Account Number	Account Name	Expense Amount
301-5-723-8-64322	CONTRACTED SERVICES	27,609.87
301-5-764-8-64322	CONTRACTED SERVICES	92.04
600-5-810-9-61500	GROUP INSURANCE	87.21
600-5-810-9-61809	RECKER UNIFORMS	30.86
600-5-810-9-61814	HERBERS UNIFORMS	2.37
600-5-810-9-63730	TELEPHONE	40.11
600-5-810-9-64080	INSURANCE PREMIUM	14.78
600-5-810-9-64322	CONTRACTED SERVICES	3,469.17
600-5-810-9-64600	IOWA ONE CALL CHARG...	46.25
600-5-810-9-65407	DEPARTMENT SUPPLIES	2,811.34
600-5-810-9-67812	VALVE REPLACEMENTS	1,494.00
610-5-815-9-61500	GROUP INSURANCE	83.87
610-5-815-9-61810	MENKE UNIFORMS	2.37
610-5-815-9-61813	REICHER UNIFORMS	2.37
610-5-815-9-63320	VEHICLE REPAIRS	1,473.32
610-5-815-9-63730	TELEPHONE	80.18
610-5-815-9-64080	INSURANCE PREMIUM	489.27
610-5-815-9-64317	TESTING	1,311.75
610-5-815-9-64322	CONTRACTED SERVICES	3,229.16
610-5-815-9-64600	IOWA ONE CALL CHARG...	46.25
610-5-815-9-65407	DEPARTMENT SUPPLIES	17,552.10
612-5-815-9-64063	ENGINEER FEES	9,531.85
670-5-840-9-61500	GROUP INSURANCE	14.19
670-5-840-9-65060	OFFICE SUPPLIES	2.25
Grand Total:		135,463.76

Project Account Summary

Project Account Key	Expense Amount
None	123,781.00
301-20500203	2,058.87
30125040	9,531.85
301SIDEWALK	92.04
Grand Total:	135,463.76



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT02009 - 08.04.25 Bills - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
ALLIANT ENERGY	07.16.25	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	221.49
ALLIANT ENERGY	07.23.25	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	125.98
ALLIANT ENERGY	07.23.25	Police Department Electricity	001-5-110-1-63710	ELECTRICITY	485.81
WINDSTREAM	07.20.25	Police Phone	001-5-110-1-63730	TELEPHONE	148.04
Department 110 - POLICE Total:					981.32
Department: 130 - EMERGENCY MANAGEMENT					
MAQUOKETA VALLEY ELECTR...	06.20.25 B	Tornado Siren Electricity	001-5-130-1-67275	EMERGENCY EQUIPMENT	48.11
Department 130 - EMERGENCY MANAGEMENT Total:					48.11
Department: 150 - FIRE					
MAQUOKETA VALLEY ELECTR...	06.20.25 B	Fire - Electricity	001-5-150-1-63710	ELECTRICITY	518.04
Department 150 - FIRE Total:					518.04
Department: 180 - MISC. COMMUNITY PROTECTION					
MAQUOKETA VALLEY ELECTR...	06.20.25 B	Stop Lights Electricity	001-5-180-1-63710	ELECTRICITY	55.69
MAQUOKETA VALLEY ELECTR...	06.20.25 B	Castle Hill Lights Electricity	001-5-180-1-63710	ELECTRICITY	46.33
MAQUOKETA VALLEY ELECTR...	06.20.25 B	Street Lights 2 Electricity	001-5-180-1-63710	ELECTRICITY	10.38
MAQUOKETA VALLEY ELECTR...	06.20.25 B	Field of Dreams Electricity	001-5-180-1-63710	ELECTRICITY	59.23
MAQUOKETA VALLEY ELECTR...	06.20.25 B	Street Light Electricity	001-5-180-1-63710	ELECTRICITY	161.03
ALLIANT ENERGY	07.16.25	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	246.62
ALLIANT ENERGY	07.23.25	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	577.47
Department 180 - MISC. COMMUNITY PROTECTION Total:					1,156.75
Department: 210 - TRANSPORTATION					
ALLIANT ENERGY	07.23.25	Public Works - Electricity	001-5-210-2-63710	ELECTRICITY	332.79
T MOBILE	07.20.25	Mobile Internet	001-5-210-2-63730	TELEPHONE	457.57
Department 210 - TRANSPORTATION Total:					790.36
Department: 410 - LIBRARY					
ALLIANT ENERGY	07.23.25	Library Electricity	001-5-410-4-63710	ELECTRICITY	1,739.43
Department 410 - LIBRARY Total:					1,739.43
Department: 430 - PARKS					
ALLIANT ENERGY	07.16.25	Park Electricity	001-5-430-4-63710	ELECTRICITY	477.93
ALLIANT ENERGY	07.23.25	Park Electricity	001-5-430-4-63710	ELECTRICITY	875.65
WINDSTREAM	07.20.25	Parks Phone	001-5-430-4-63730	TELEPHONE	49.50
Department 430 - PARKS Total:					1,403.08
Department: 445 - AQUATIC CENTER					
ALLIANT ENERGY	07.23.25	Pool Electricity	001-5-445-4-63710	ELECTRICITY	2,905.53
Department 445 - AQUATIC CENTER Total:					2,905.53
Department: 460 - COMMUNITY CENTER					
ALLIANT ENERGY	07.16.25	Social Center Electricity	001-5-460-4-63710	ELECTRICITY	56.66
Department 460 - COMMUNITY CENTER Total:					56.66
Department: 650 - CITY HALL & GEN BLDGS					
ALLIANT ENERGY	07.16.25 Rental	Electricity - 406 13th Ave SE	001-5-650-6-63710	ELECTRICITY	119.96
ALLIANT ENERGY	07.23.25	City Hall Electricity	001-5-650-6-63710	ELECTRICITY	485.82
WINDSTREAM	07.20.25	City Hall Phone	001-5-650-6-63730	TELEPHONE	226.06
Department 650 - CITY HALL & GEN BLDGS Total:					831.84
Department: 670 - OTHER GENERAL GOVT					
LIONS CLUB OF DYERSVILLE	07.20.25	Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	100.00
Department 670 - OTHER GENERAL GOVT Total:					100.00
Fund 001 - GENERAL FUND Total:					10,531.12

Expense Approval Register

Packet: APPKT02009 - 08. Item 1. H

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	07.16.25	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	575.44
ALLIANT ENERGY	07.23.25	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	1,347.43
Department 180 - MISC. COMMUNITY PROTECTION Total:					1,922.87
				Fund 110 - ROAD USE FUND Total:	1,922.87
Fund: 600 - WATER FUND					
Department: 810 - WATER					
ALLIANT ENERGY	07.23.25	Water Electricity	600-5-810-9-63710	ELECTRICITY	4,651.37
T MOBILE	07.2025	Mobile Internet	600-5-810-9-63730	TELEPHONE	457.44
Department 810 - WATER Total:					5,108.81
				Fund 600 - WATER FUND Total:	5,108.81
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
IOWA DEPT OF NATURAL RE...	07.2025 3130001	Permit Fee 3130001	610-5-815-9-62100	DUES/SUBSCRIPTIONS	1,275.00
MAQUOKETA VALLEY ELECTR...	06.2025 B	Press Building Electricity	610-5-815-9-63710	ELECTRICITY	2,492.02
MAQUOKETA VALLEY ELECTR...	06.2025 B	Ind Park Lift Station Electricity	610-5-815-9-63710	ELECTRICITY	126.40
ALLIANT ENERGY	07.23.25	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	1,021.84
T MOBILE	07.2025	Mobile Internet	610-5-815-9-63730	TELEPHONE	457.44
Department 815 - SEWER Total:					5,372.70
				Fund 610 - SEWER FUND Total:	5,372.70
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
MAQUOKETA VALLEY ELECTR...	06.2025 B	Compost Site Electricity	670-5-840-9-63710	ELECTRICITY	64.28
Department 840 - SOLID WASTE Total:					64.28
				Fund 670 - SOLID WASTE FUND Total:	64.28
				Grand Total:	22,999.78

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	10,531.12
110 - ROAD USE FUND	1,922.87
600 - WATER FUND	5,108.81
610 - SEWER FUND	5,372.70
670 - SOLID WASTE FUND	64.28
Grand Total:	22,999.78

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63710	ELECTRICITY	833.28
001-5-110-1-63730	TELEPHONE	148.04
001-5-130-1-67275	EMERGENCY EQUIPMENT	48.11
001-5-150-1-63710	ELECTRICITY	518.04
001-5-180-1-63710	ELECTRICITY	1,156.75
001-5-210-2-63710	ELECTRICITY	332.79
001-5-210-2-63730	TELEPHONE	457.57
001-5-410-4-63710	ELECTRICITY	1,739.43
001-5-430-4-63710	ELECTRICITY	1,353.58
001-5-430-4-63730	TELEPHONE	49.50
001-5-445-4-63710	ELECTRICITY	2,905.53
001-5-460-4-63710	ELECTRICITY	56.66
001-5-650-6-63710	ELECTRICITY	605.78
001-5-650-6-63730	TELEPHONE	226.06
001-5-670-6-62100	DUES/SUBSCRIPTIONS	100.00
110-5-180-1-63710	ELECTRICITY	1,922.87
600-5-810-9-63710	ELECTRICITY	4,651.37
600-5-810-9-63730	TELEPHONE	457.44
610-5-815-9-62100	DUES/SUBSCRIPTIONS	1,275.00
610-5-815-9-63710	ELECTRICITY	3,640.26
610-5-815-9-63730	TELEPHONE	457.44
670-5-840-9-63710	ELECTRICITY	64.28
Grand Total:		22,999.78

Project Account Summary

Project Account Key	Expense Amount
None	22,999.78
Grand Total:	22,999.78



UBPKT02395 - Refunds 01 UBPKT02394 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
03-021881-23	Smith, Precious		0	80.50			80.50	Generated From Billing
Total Refunds: 1			Total Refunded Amount:	80.50				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	80.50
Revenue Total:	80.50



CITY COUNCIL

Lower Level Council Chambers
Monday, July 21, 2025
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member Oberbroeckling to approve July 21, 2025 agenda as presented
Seconded by Council Member Singsank.
Voting Yea: English, Oberbroeckling, Singsank, Westhoff Nay: None Motion carried.

ORAL COMMENTS

APPROVAL OF CONSENT AGENDA

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

1. Approve Bills; 2. Approve Receipts - May 2025; **3. Approve Minutes** City Council Meeting - July 7, 2025; **4. Receive & File Minutes** Planning & Zoning Commission Meeting - July 17, 2025; **5. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - June 10, 2025; **6. Class E Retail Alcohol License (LE)** Quik and Handi; **7. Class C Retail Alcohol License (LC)** Field of Dreams Movie Site; **8. Special Class B Retail Native Wine License (WBN)** Ace Hardware; **9. Class C Retail Alcohol License** Ritz Restaurant; **10. Blasting Permit** Bennett Explosives, Inc. - August 2025; **11. Resolution No. 93-25** approving Final Plat of 20 West Industrial Center Eighth Addition in the City of Dyersville, Delaware County, Iowa; **12. Resolution No. 97-25 (this is amended to be Resolution 94-25)** approving Final Plat of Dream Way Addition, City of Dyersville, Delaware County, Iowa. Lot 2 in Westridge Estates 12th Addition in the City of Dyersville, Delaware County, Iowa; **13. Request** from Bar Raising Fitness to use public streets for 5th Annual Pink Run and Rally Breast Cancer 5K – October 4, 2025; **14. Request** from Field of Dreams and Strictly FX to have special effects for the performance on August 31, 2025; **15. Receive & File** Treasurer's Report - May 2025; **16. Receive & File** Revenue & Expense Report - May 2025; **17. Receive & File** Staff Report - Police - July 2025; **18. Receive & File** Staff Report - Parks and Recreation - July 2025; **19. Receive & File** Staff Report - Library - July 2025; **20. Receive & File** Staff Report - Public Works - July 2025; **21. Receive & File** Staff Report - City Administrator - July 2025; **22. Miscellaneous Correspondence** ECIA Spotlight - July 2025. The following bills were approved for payment:

A Mad Cadder	Draft/Design	\$	4,350.00
A-1 Mobile Storage Service	Rent	\$	170.00
Access Systems	Contract	\$	475.04
Acco	Supplies	\$	2,694.10
Ace Hardware	Supplies	\$	111.27
AireSpring	Phone	\$	342.08
Alliant Energy	Electricity	\$	6,095.80
Amazon	Books	\$	209.76
Atlantic Coca Cola	Concession Supplies	\$	132.67

Axon Enterprise Inc	License Renewal	\$ 15,406.94
Bard Materials	Rock/Lime	\$ 273.66
BDR Demo & Finishing	Maintenance	\$ 200.00
Bi-County Disposal Inc	Garbage/Recycling	\$ 100.00
Black Hills Energy	Natural Gas	\$ 1,079.11
Blue Path Finance Inc	Solar Energy	\$ 4,575.93
Capital Sanitary Supply	Supplies	\$ 247.77
CarQuest Auto Parts	Supplies	\$ 38.34
City Of Dubuque Health Services	Inspection	\$ 493.00
Complete Office of Wisconsin	Supplies	\$ 30.00
County Concrete	Contracted Services	\$ 11,685.00
Crescent Electric Supply	Supplies	\$ 5,285.45
Diamond Vogel	Supplies	\$ 814.50
Dolphin, Neil	Reimbursement	\$ 150.00
Dubuque Humane Society	Contract	\$ 95.00
Dyersville Area Historical Society	Funding	\$ 5,000.00
Dyersville Industries Inc	Contract	\$ 90.00
Dyersville Red Jackets	Reimbursement	\$ 197.50
Electrical Engineering & Equipment Co	Generator Repair	\$ 350.00
Eocene Environmental Group	Professional Services	\$ 22,820.40
Fareway Stores Inc	Programs	\$ 45.78
Fitzgerald, Summer	Refund	\$ 100.00
FI Krapfl Inc	Equipment/Labor	\$ 4,808.58
Fuerste Carew Juergens & Sudmeier PC	Legal Fees	\$ 838.50
Giant Wash	Uniforms/Mats	\$ 150.40
Goodwill Industries	Sidewalk Replacement	\$ 46.80
Greater Dubuque Devel Corp	Dues	\$ 775.00
Hall of Fame LLC	Development Agreement	\$ 26,892.02
Hansel Cleaning Services LLC	Contract	\$ 500.00
Health Equity / Wage Works	FSA Admin Fee	\$ 106.65
Heartland Radar LLC	Calibration	\$ 160.00
Hoopla By Midwest Tape	Programs	\$ 763.93
Imon Communications LLC	Fiber Optic Internet	\$ 1,005.00
Iowa Association of Municipal Utilities	Training	\$ 1,950.00
J & J Lawn Care	Contracted Service	\$ 4,126.78
Jam Systems & Midland Doors	Supplies	\$ 15.00
Jeff's Auto Service	Vehicle Maintenance	\$ 2,981.00
Jochum, Rick	Reimbursement	\$ 150.00
John Deere Financial	Supplies	\$ 260.58
Jumbo Visual Projection	Service	\$ 375.00
Just For You	Uniforms	\$ 866.00
Kanopy Inc	Programs	\$ 49.00
Kirkham Michael	Professional Services	\$ 20,140.00
Maquoketa Valley Electric Coop	Electricity	\$ 4,684.89
Microbac Laboratories	Testing	\$ 882.00
Midwest Patch / Hi Viz Safety	Uniforms	\$ 405.00
MM Mechanical	HVAC	\$ 35,288.00
Myers-Cox Company	Supplies	\$ 991.99
Napa Auto Parts	Supplies	\$ 4.80
Nieman, Tim	Referee Fees	\$ 145.00
Overdrive	Electronic Media	\$ 1,374.48
Pet Waste Eliminator	Supplies	\$ 296.00
Reicher, Joe	Reimbursement	\$ 150.00

Rose Garden Properties LLC	Development Agreement	\$ 28,704.20
Simmering-Cory Iowa Codification	Web Hosting	\$ 475.00
Sodawasser, Jon	Reimbursement	\$ 150.00
Steger Construction	Supplies	\$ 50.00
Streicher's	Uniforms	\$ 1,641.00
Three Rivers FS Company	Supplies	\$ 472.81
TJ Cleaning Services	Cleaning Services	\$ 1,275.00
Truck Country	Vehicle Maintenance	\$ 469.95
USA Blue Book	Supplies	\$ 1,602.73
Verizon Wireless	Phone	\$ 21.06
Vonderhaar, Shirley	Programs	\$ 222.15
Werner, Ron	Referee Fees	\$ 145.00
Wessels, Gladys	Refund	\$ 100.00
WEX Bank	Gas/Diesel	\$ 5,201.60
Windstream	Phone	\$ 127.88
Wolf, Russ	Referee Fees	\$ 170.00
Xtream / Mediacom	Cable Service	\$ 234.44

001 - General Fund	\$ 64,111.20
002 - Library Trust Fund	\$ 1,130.89
110 - Road Use Fund	\$ 15,241.46
112 - Trust and Agency Fund	\$ 200.00
135 - Dyersville TIF Dist Fund	\$ 55,596.22
301 - Capital Projects Fund	\$ 77,579.20
600 - Water Fund	\$ 12,927.40
610 - Sewer Fund	\$ 8,981.33
670 - Solid Waste Fund	\$ 136.62
Grand Total:	\$ 235,904.32

May 2025	Receipts	Treasurer's Report
001 - General Fund	\$ 252,355.22	\$ 566,580.40
002 - Library Trust	\$ 11,488.29	\$ 102,357.57
110 - Road Use Tax	\$ 50,407.42	\$ 521,373.69
112 - Trust & Agency	\$ 1,450.00	\$ 55,911.00
121 - L.O. Sales Tax Reserve	\$ 52,425.75	\$ 1,278,518.66
128 - CDBG / Flood Fund	\$ 311,946.75	\$ (68,246.11)
135 - Dyersville TIF Dist Fund	\$ 86,574.46	\$ 4,223,603.55
200 - Debt Service	\$ 51,252.14	\$ 1,248,928.20
301 - Capital Improvements	\$ -	\$ (3,234,502.54)
600 - Water Fund	\$ 91,142.71	\$ (1,567,008.78)
601 - Water Sinking Fund	\$ -	\$ 729,474.48
602 - Water Capital Fund	\$ -	\$ 65,658.37
610 - Sewer Fund	\$ 144,649.60	\$ 2,633,278.30
611 - Sewer Sinking Fund	\$ -	\$ (1,345,103.28)
612 - Sewer Capital Fund	\$ -	\$ (1,784,923.64)
670 - Solid Waste Fund	\$ 36,515.66	\$ (86,328.08)
Totals	\$ 1,090,208.00	\$ 3,339,571.79

ACTION ITEMS

23. Resolution No. 95-25 authorizing the use of a preliminary official statement for the sale of General Obligation Corporate Purpose Bonds, Series 2025

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

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

24. Resolution No. 96-25 authorizing and approving the City Administrator to expend funds from the Capital Projects Fund for Street Reconstruction Expenses on 6th Street SE Alley

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

25. Resolution No. 97-25 authorizing and approving the City Administrator to expend funds from the Capital Projects Fund for Street Reconstruction Expenses on 5th Street SE Alley

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

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 6:45 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque Mayor

ATTEST:

Lori A. Panton, Deputy Clerk



State of Iowa

Alcoholic Beverages Division

Item 3.

Applicant

NAME OF LEGAL ENTITY

SOUTHERN HOSPITALITY
CONCESSIONS, LLC

NAME OF BUSINESS(DBA)

Southern Hospitality Concessions

BUSINESS

(310) 307-3220

ADDRESS OF PREMISES

28995 Lansing Road

PREMISES SUITE/APT NUMBER

CITY

Dyersville

COUNTY

Dubuque

ZIP

52040

MAILING ADDRESS

28995 Lansing Road

CITY

Dyersville

STATE

Iowa

ZIP

52040

Contact Person

NAME

Damon D'Arienzo

PHONE

(310) 307-3220

EMAIL

damon@sohoconcessions.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class C Retail Alcohol License

5 Day

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Aug 27, 2025

TENTATIVE EXPIRATION DATE

Aug 31, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Damon D'Arienzo	Jacksonville Beach	Florida	32250	CEO	50.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Danny Wimmer Presents LLC		Los Angeles	California	90025	50.00

Insurance Company Information

INSURANCE COMPANY

Firemans Fund Insurance Co

POLICY EFFECTIVE DATE

June 1, 2025

POLICY EXPIRATION DATE

June 1, 2026

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Item 3.

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Sandy Oberbroeckling

From: Tricia Maiers
Sent: Wednesday, July 30, 2025 3:20 PM
To: Sandy Oberbroeckling
Subject: Request to move Council Meeting

I'm writing to request a change to our regularly scheduled Council Meeting, which is set to take place on Labor Day, September 1, 2025. Given that Labor Day is a public holiday, I would suggest we move the meeting to the following day, Tuesday, September 2, 2025, at 6:00 pm. Thanks

Tricia L. Maiers laCMC | laCFO

City Clerk | Treasurer



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

www.cityofdyersville.com

Population 4,477



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

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

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

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

July 30, 2025

Mayor Jeff Jacque
City of Dyersville
340 1st Ave E
Dyersville, IA 52040

Dear Mayor Jacque and Dyersville City Council Members,

The Dyersville Area Chamber of Commerce would like to ask for your permission to close 2nd St SW in front of St. Francis Xavier School between 2nd Ave & 3rd Ave SW and 2nd Ave SW for food and games.

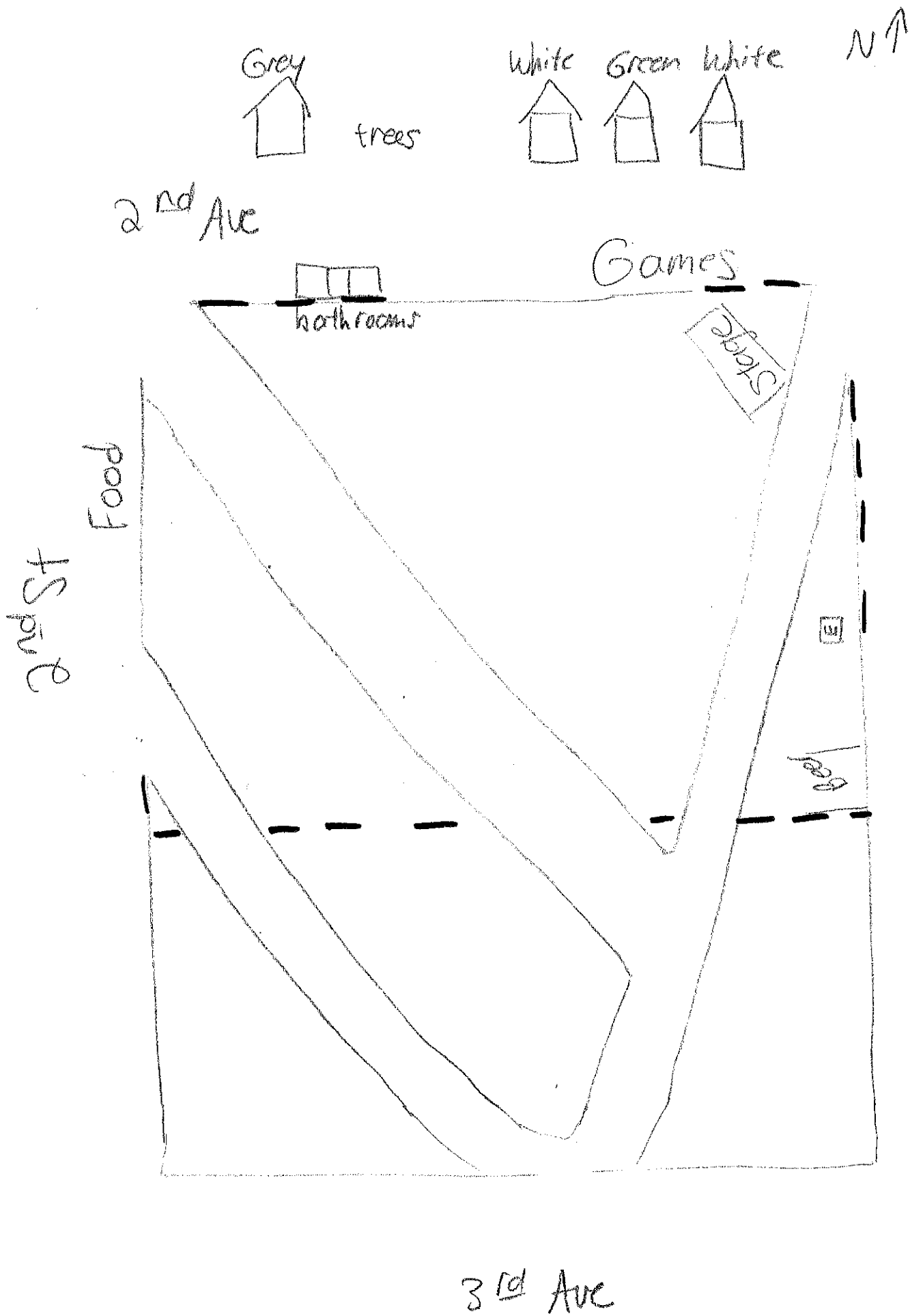
Downtown Summer Night will be from 5:30-9:00pm with setup and tear down will be from 2:00 pm to 10:30 p.m. Downtown Summer Nights has been a wonderful free event for the community to enjoy.

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

Thank you for your time and consideration of our request.

Sincerely,

Karla Thompson, Executive Director
Dyersville Area Chamber of Commerce





July 2025 Newsletter



Photo Credit: "Swallowtail on Purple Flowers" Bill Benson of Carroll, 2nd Place Iowa Wildlife

[15th Annual Keep Iowa Beautiful Photography Contest Submission](#)

Thank You for 25 Years of Keep Iowa Beautiful!

A Look Back at Our Fourth Annual Golf Tournament

On July 15, 2025, Keep Iowa Beautiful brought people together from across the state for a day of golf, giving, and community. Your generosity made our Fourth Annual Golf Tournament and Auction a success, fueling programs that uplift Iowa communities.





We're grateful to everyone who made the day possible, including Copper Creek Golf Club in Pleasant Hill for hosting us at their beautiful course. Special thanks to our major sponsors Fareway, Casey's, the Polk County Board of Supervisors, Wiskus Group, and Dentons Davis Brown.

Together, we're keeping Iowa beautiful.



The tournament may be over, but the mission continues.

Join us in supporting Iowa's communities with a donation.

[Support Iowa Communities](#)



PICK-UP IOWA 2025

1,747 volunteers, 63 clean-up events across Iowa, 6000+ volunteer hours spent, 1300+ bags of litter picked up, and ONE shared commitment to keep our Iowa communities clean.

Thank you to every Iowan who rolled up their sleeves to beautify our state during [#PickUpIowa](#) 2025!



Together, we're working toward the Greatest American Cleanup by removing 25 billion pieces of litter by July 4, 2026.

#HometownPride Highlights



Hometown Pride on RAGBRAI 2025

Two of our Hometown Pride communities were stops on the 2025 RAGBRAI route – Dundee and Edgewood, Iowa!

Hosting RAGBRAI is no small task. We are proud of these communities for showcasing themselves to the thousands of riders that came through. RAGBRAI provides financial support to communities that host each year, and these towns took full advantage of the opportunity to highlight their local pride, hospitality, and small-town charm.

Poky Hometown Pride

Pocahontas celebrated their 155th Anniversary in July, and the Pocahontas Hometown Pride Committee hosted an Artist Talk with artist Bob Cunningham during the Celebration - complete with a raffle for a signed print by Bob of his art Vacationing at Pocahontas. Poky Hometown Pride raised over \$2,100 in support of Hudson's Crew Splash Pad Project. Bob and his art were also featured in the June/July issue of Our Iowa Magazine. Credit to [Cunningham Studios](#) for the picture.





A Farewell to Francis

Francis Boggus was recently celebrated at a Delmar Hometown Pride meeting for his 8 years of committed service to Keep Iowa Beautiful. We are incredibly grateful for the time, energy, and heart Francis has poured into strengthening Clinton County communities. His impact will be felt for years to come—

thank you, Francis!

[Learn more about Hometown Pride Communities](#)

#PaintIowaBeautiful Progress



Top Left: Completed Paint Iowa Beautiful Mural in West Burlington, Iowa.

Top Right: Ribbon cutting for "Be Kind Villisca" - Villisca, Iowa's newest mural made possible by Paint Iowa Beautiful.

Bottom Left: Rolfe Hometown Pride committee made paint improvements to the local community center.

Bottom Middle: Lone Tree Community Foundation volunteers cleaned, primed and painted 14 tables and one bench at North Park, Lone Tree, Iowa.

Bottom Right: Indianola Main Street brought vibrancy back into Salem Alley in Indianola, courtesy of Paint Iowa Beautiful.





Iowa Downtown Conference August 5-6, 2025

Muscatine, Iowa

Going to the Iowa Downtown Conference? Keep Iowa Beautiful staff will also be in attendance! Be sure to stop by and say hello!

Hometown Pride Meets #FairSweetFair

Find someone from your county or hometown who has entered a competition at the fair—whether it's baking, livestock, art, or anything in between. Snap a photo, cheer them on, and tag it with #MyIowaHometown. It's a great way to show off the people and talents that make your community special. We'll be sharing photos throughout the fair to highlight Iowa's counties and Hometown Pride communities.

#MyIowaHometown #KeepIowaBeautiful
#IowaStateFair #FairSweetFair





#Travellowa in August!

Via Youtube video, Jessica O’Riley, Tourism Communications Manager from Travel Iowa, shares events happening across the state all month long!

[Everyday Iowa - Travel Iowa's August 2025 calendar!](#)

Your Support Matters!

Consider supporting Keep Iowa Beautiful to help us continue our work improving Iowa communities! Remember: donations to Keep Iowa Beautiful are tax deductible!

Donations can be made online or checks can be mailed to our office:

Keep Iowa Beautiful

2910 Westown Pkwy. Suite 302

West Des Moines, IA 50266

[DONATE](#)

KEEP IOWA BEAUTIFUL

2910 Westown Parkway, Suite 302 | West Des Moines, IA 50266

www.KeepIowaBeautiful.org



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MINUTES TO AUTHORIZE BOND
PURCHASE AGREEMENT

419893-82

Dyersville, Iowa

August 4, 2025

The City Council of the City of Dyersville, Iowa, met on August 4, 2025, at _____ o'clock
____.m., at the _____, Dyersville, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the
following members of the City Council present and absent:

Present: _____

Absent: _____

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

Ayes: _____

Nays: _____

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

RESOLUTION NO. 98-25

Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2025

WHEREAS, the City of Dyersville (the “City”), in Delaware and Dubuque Counties, State of Iowa, proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$3,300,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; and (b) acquiring and installing street lighting, signage and signalization improvements, and has published notice of the proposed action and has held a hearing thereon on June 30, 2025; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Speer Financial, Inc. as municipal financial advisor to the City (the “Municipal Advisor”) to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2025 (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by UMB Bank, n.a. (the “Underwriter”), as the underwriter of the issuance of the Bonds; and

WHEREAS, a certain Bond Purchase Agreement (the “Bond Purchase Agreement”) has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof, and it is now necessary to make provision for the approval of the Bond Purchase Agreement and its execution and delivery;

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

Section 1. The City Council hereby approves the Bond Purchase Agreement in substantially the form as has been presented to the City Council. The Mayor and/or the City Clerk are hereby authorized to execute the Bond Purchase Agreement on behalf of the City and to deliver the same to the Underwriter.

Section 2. Further action with respect to the authorization of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting scheduled for August 18, 2025.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

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

Passed and approved August 4, 2025.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

• • • •

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

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA

DELAWARE AND DUBUQUE COUNTIES

SS:

CITY OF DYERSVILLE

I, the undersigned, City Clerk of the City of Dyersville, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the City Council's approval of a bond purchase agreement, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this ____ day of _____, 2025.

Tricia L. Maiers, City Clerk

BOND PURCHASE AGREEMENT

\$3,250,000
CITY OF DYERSVILLE,
DELAWARE AND DUBUQUE COUNTIES, IOWA
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
SERIES 2025

August 4, 2025

City of Dyersville, Iowa
340 1st Avenue E
Dyersville, Iowa 52040

Ladies and Gentlemen:

The undersigned, UMB Bank, n.a. (the “Underwriter”), hereby offers to purchase from the City of Dyersville, Delaware and Dubuque Counties, Iowa (the “Issuer”), \$3,250,000 aggregate principal amount of General Obligation Corporate Purpose Bonds, Series 2025 (the “Bonds”). The issuance and sale of the Bonds is authorized by a resolution adopted by the Issuer on August 4, 2025, as may be supplemented (the “Resolution”). Capitalized terms not otherwise defined herein have the meaning given such terms in the Resolution.

The Bonds are to be issued by the Issuer pursuant to and in accordance with the provisions of the laws of the State of Iowa, including particularly the Chapter 76 of the Code of Iowa, 2025, as amended (the “Act”). The Bonds are being issued to pay costs of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements, (b) acquiring and installing street lighting, signage, and signalization improvements, and (c) issuing the Bonds.

This offer is made subject to your acceptance of this Bond Purchase Agreement (the “Bond Purchase Agreement”) on or before 11:59 p.m., Central Time, on August 4, 2025. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Bonds; the Resolution; this Bond Purchase Agreement; the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); the Continuing Disclosure Certificate; and the Federal Tax Certificate or similar documentation; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. *Issuance and Sale of the Bonds.* Subject to the terms and conditions hereinafter set forth in this Bond Purchase Agreement and on the basis of the representations and warranties herein contained, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of the Bonds at a purchase price of \$_____ (representing the par amount of the Bonds[, [plus/less] [net] original issue [premium/discount] of \$_____, and] less an underwriter’s discount of \$_____).

The Bonds will be dated as of the Closing Date (defined herein), will mature as set forth in Schedule I hereto on the dates and in the amounts and bear interest as set forth therein and be subject to redemption as set forth in the Official Statement.

In other respects, the Bonds and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated July __, 2025 (the “Preliminary Official Statement”) and the Official Statement, dated August 4, 2025, to be delivered pursuant to Section 9 hereof (collectively, the “Official Statement”).

The Issuer acknowledges and agrees that (a) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm’s-length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer, (b) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed an advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters), (c) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (d) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. *Offering.* The Underwriter represents that (a) it has been duly authorized to execute this Bond Purchase Agreement and to act hereunder, with full authority to take such action as it may deem advisable with respect to all matters pertaining to this Bond Purchase Agreement; and (b) it is registered under the Securities Exchange Act of 1934 as a municipal securities dealer. The Underwriter agrees to make a bona fide initial public offering of all of the Bonds at prices no higher than, or yields no lower than, set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may subsequently offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in the Official Statement. The Underwriter also reserves the right to (1) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (2) discontinue such stabilizing, if commenced, at any time without prior notice.

3. *Establishment of Issue Price.* [*May be updated to include Hold-The-Price Rule if necessary*]

(a) The Underwriter agrees to assist the Issuer and Bond Counsel (defined herein) in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. Any required actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by Speer Financial, Inc. (the “Municipal Advisor”), the Issuer’s municipal advisor.

(b) The Issuer will treat the first price at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. The Underwriter hereby reports to the Issuer that at least 10% of each maturity of the Bonds has been sold at the offering price or prices set forth in Schedule I attached hereto. For purposes of this Section, if Bonds mature on the same date but have

different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer.

(d) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as

defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party;
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public); and
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

4. *Delivery and Payment for the Bonds.* At or before 11:00 A.M., Central Time, on September 2, 2025, or such other date as may be agreed to by the Issuer and the Underwriter (the “Closing Date”), the Issuer will direct UMB Bank, n.a., West Des Moines, Iowa, as Registrar and Paying Agent (the “Registrar and Paying Agent”) to release to The Depository Trust Company (“DTC”) in New York, New York, in such form as shall be acceptable to DTC, for the account of the Underwriter, the Bonds, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer to such account as the Issuer shall designate.

Concurrently with such delivery the Issuer shall deliver the certificates, reports and documents described herein, together with an opinion of Dorsey & Whitney LLP, Des Moines, Iowa, as Bond Counsel (“Bond Counsel”). Such delivery is referred to herein as the “Closing.” The Bonds will be delivered as definitive, fully-registered Bonds in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request.

5. *Preliminary Official Statement and Official Statement.* The Issuer consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement, in connection with the public offering of the Bonds. The Preliminary Official Statement is true and correct and does not as of its date and as of the date hereof contain an untrue statement of material fact and does not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading. The Issuer further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The Issuer represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the Issuer as of its date, and the Issuer hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the “Rule”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The Issuer hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds executed on behalf of the Issuer by a duly authorized official, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the “MSRB”) and the Securities and Exchange Commission (the “SEC”).

As of its date and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Official Statement relating to DTC, the book entry system, or the Underwriter.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the Issuer and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form. The Underwriter agrees to file a copy of the Official Statement on the MSRB’s Electronic Municipal Markets Access system.

6. *Representations and Warranties of the Issuer.* The Issuer hereby represents and warrants to the Underwriter as follows:

(a) The Issuer is duly existing as a body corporate and political subdivision in the State of Iowa with the powers and authority, among others, set forth in the Act, and with the power and authority to enter into this Bond Purchase Agreement, to issue the Bonds as described in the Official Statement, and to execute, deliver and perform its obligations under the Transaction Documents.

(b) (i) At or prior to the Closing, the Issuer will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds and the performance of its obligations thereunder; (ii) the Issuer has, and at the date of the Closing will have, full legal right, power and authority to enter into the Transaction Documents and will have adopted the Resolution securing the Bonds and, at the date of Closing, will have full legal right, power and authority to deliver the Bonds to the Underwriter and to perform its obligations thereunder as provided in the Transaction Documents and to carry out and effectuate the transactions contemplated by the Transaction Documents; (iii) the execution and delivery of the Transaction Documents have been duly authorized, and the Transaction Documents have been duly executed and delivered; (iv) the Issuer has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement; and (v) the Resolution will be authorized and executed by the Issuer and will be at Closing in full force and effect.

(c) Both at the time of acceptance hereof and at the Closing, there shall not have been any material adverse change since June 30, 2024, in the results of operations or financial condition of the Issuer and the financial information contained in Appendix A to the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally recognized accounting principles for governmental agencies, applied consistently except as otherwise indicated in the Official Statement.

(d) Between the date hereof and the Closing, the Issuer will not, without the prior written consent of the Underwriter, have issued any notes, bonds or other obligations or borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(e) No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body which shall not have been obtained on or prior to Closing is required for the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby except for such actions as may be necessary to be taken to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States of America (the “United States”) as the Underwriter may designate.

(f) The issuance of the Bonds, the execution, delivery and performance of this Bond Purchase Agreement, the Resolution, the Bonds, the Continuing Disclosure Certificate, and the Federal Tax Certificate, and compliance with the provisions hereof and thereof by the Issuer, do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under, any existing law, regulation, decree, order or resolution, or any agreement, indenture, lease or other instrument, to which the Issuer is subject or by which it is bound.

(g) Assuming due authorization, execution and delivery by the respective parties thereto other than the Issuer, the Transaction Documents shall constitute valid and binding obligations of the Issuer in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors’ rights generally.

(h) As of the time of acceptance hereof and as of the Closing, except as disclosed in the Official Statement, no action, suit, proceeding or investigation is or will be pending or (to the knowledge of the Issuer) threatened against the Issuer (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices of the officials of the Issuer or the titles of the officials holding those respective offices to such offices; or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Transaction Documents; or (iii) in which a final adverse decision would (a) materially adversely affect the operations of the Issuer, or (b) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part.

(i) The Issuer will take no action after the date hereof which would cause the Bonds not to conform in all material respects to the description thereof contained in the Official Statement.

(j) If the Official Statement is supplemented or amended pursuant to subsection (k) of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in Section 4, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter, and if in the reasonable opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement,

the Issuer shall, at the expense of the Issuer, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(l) The Issuer represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The Issuer shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(m) The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Underwriter in obtaining such qualifications, subject to the right of the Issuer to withdraw such consent for cause by written notice to the Underwriter.

7. *Conditions to Obligations.* The Issuer and the Underwriter shall have the right to cancel their obligations hereunder by notifying the other of its election to do so between the date hereof and the Closing if at any time hereafter and prior to the Closing any of the following events shall occur:

(a) *Adverse Legislation, Etc.* Any legislation, rule or regulation shall be enacted or favorably reported out of committee to any governmental body, department or agency of the United States of America or any State thereof, or a decision shall be rendered by a court of competent jurisdiction, any of which, in the judgment of the Underwriter, has the purpose or effect of:

- (i) requiring the registration of the Bonds under the Securities Act of 1933, as amended; or
- (ii) materially adversely affecting the market price of the Bonds or the market price generally of obligations of the general character of the Bonds.

(b) *Adverse Events.* The market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, is materially adversely affected in the judgment of the party seeking the right to cancel because:

- (i) additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally;
- (ii) a general banking moratorium shall have been established by federal, New York or Iowa authorities;
- (iii) a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;

- (iv) the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in the opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Bonds;
- (v) general political, economic or market conditions shall have occurred which, in the opinion of the Underwriter, has a material adverse effect on the market price of the Bonds;
- (vi) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or
- (vii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

(c) *Material Changes.* Any event shall have occurred after the date hereof which makes untrue or incorrect in any material respect, any information or statement contained in the Official Statement or which is not reflected in the Official Statement but which should, in the opinion of the party seeking cancellation, be reflected therein for the purpose for which the Official Statement is to be used in order to make the statements and information contained therein not materially inaccurate or misleading in any material respect, including but not limited to:

- (i) since June 30, 2024, any material adverse change in the affairs of the Issuer from that reflected in the financial information of the Issuer provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement;
- (ii) litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the Issuer with respect to any of the foregoing, (iv) the titles to office of any members of the Board of Supervisors or officers, (v) the incorporation, organization or existence of the Issuer, or (vi) the legal power or authority of the Issuer to enter into and engage in any of the transactions contemplated by the Transaction Documents;
- (iii) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

- (iv) any representation of the Issuer contained in this Bond Purchase Agreement or any Transaction Document shall prove to be or have been false in any material respect.

8. *Closing Conditions.* The obligations of the Underwriter to accept delivery of the Bonds and to make payment therefor on the Closing Date shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

(a) *Basic Documents.* The Transaction Documents, each in the form heretofore approved by the Underwriter or with such further changes as may be mutually agreed upon, shall have been executed and delivered.

(b) *Closing Certificates.* The Issuer shall have executed and delivered its Closing Certificates, dated the Closing Date, substantially to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the Closing Date and the obligations of the Issuer hereunder required to be performed on or prior to the Closing Date, have been performed by the Issuer; (ii) since June 30, 2024, no material adverse change has occurred in the financial position or results of operations of the Issuer other than as disclosed in the Official Statement; (iii) the Preliminary Official Statement as of its date and as of the date of this Bond Purchase Agreement, and the Official Statement, as of its date and as of the Closing Date, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iv) other than as set forth in the Official Statement, no litigation is pending or, to the Issuer's knowledge, is threatened in any court to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Resolution, and (v) other than as set forth in the Official Statement, there is no litigation pending, or, to the Issuer's knowledge, threatened against the Issuer or involving any of the property or assets under the control of the Issuer that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets, or in the condition, financial or otherwise, of the Issuer, which certificate shall be in form and substance acceptable to the Underwriter (or in lieu of such certificate an opinion of Bond Counsel or counsel to the Issuer as to matters referred to in clause (iv) above and by counsel to the Issuer as to matters referred to in clause (v) above, acceptable to the Underwriter in form and substance, stating that in their opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit or that a final decision in favor of any of the plaintiffs will not adversely affect the validity of the Transaction Documents).

(c) *Opinion of Bond Counsel.* Bond Counsel shall have rendered their opinion dated the Closing Date substantially to the effect set forth in the Official Statement, which is either addressed to the Underwriter, or is delivered together with a reliance letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter stating that the Underwriter shall be entitled to rely upon such opinion of Bond Counsel as if the same were addressed to the Underwriter.

(d) *Supplemental Opinion of Bond Counsel.* A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer and the Underwriter substantially to the effect that the description of the Bonds and the Resolution, in the Official Statement under the captions "BOND ISSUE SUMMARY" except the material regarding DTC and book-entry form, "SECURITY AND SOURCE OF PAYMENT", "TAX EXEMPTION AND RELATED TAX MATTERS", "OPTIONAL REDEMPTION", "LEGAL MATTERS", "Appendix C – Form of

Bond Counsel Opinion”, and “Appendix D – Form of Continuing Disclosure Certificate” has been reviewed by them and, insofar as such information contained under such captions purports to summarize certain provisions of the Bonds, the Resolution, and any opinions rendered as, or documents prepared by, Bond Counsel, presents a fair and accurate summary of such provisions for the purpose of use in the Official Statement.

(e) *Opinion of Underwriter’s Counsel.* An opinion of Gilmore & Bell, P.C., St. Louis, Missouri, as Underwriter’s Counsel, addressed to the Underwriter that (i) the Bonds are exempt from registration and qualification under applicable existing federal laws, (ii) the Continuing Disclosure Certificate executed by the Issuer complies with the requirements of Rule 15c2-12(b)(5) under the Securities and Exchange Act of 1934, as amended, and (iii) as of the Closing Date, no information had come to their attention which caused Underwriter’s Counsel to believe that the Official Statement (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, Appendices of the Official Statement, or any information about the book-entry system or DTC included in the Official Statement, as to which no opinion is expressed) contained or contains, as of its date, any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Other Actions and Documents.* There shall have been taken such other actions and there shall have been delivered such other documents, opinions, showings and certificates not listed above, as may be reasonably requested by the Underwriter or Bond Counsel in order to effectuate the transactions herein contemplated, and the Underwriter shall have received executed counterparts of all documents, certificates and opinions referred to herein.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in writing signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations of the Issuer and the Underwriter, as provided in Section 10, shall continue in full force and effect.

9. *Changes in Official Statement.* If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the “end of the underwriting period” (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the Issuer shall occur, or come to the attention of the Issuer, the Issuer shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the reasonable opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the Issuer will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall

be borne by the Issuer. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this section, the Issuer will furnish to the Underwriter such information with respect to the Issuer as the Underwriter may from time to time reasonably request. If notification is given by the Issuer, or such information comes to the attention of the Underwriter, after the Closing, the Issuer shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

10. *Expenses.* The Underwriter shall be under no obligation to pay, and the Issuer agrees to pay, all reasonable and necessary expenses relating to their obligations hereunder, including but not limited to the following: (i) the fees and expenses of Bond Counsel, Disclosure Counsel, Underwriter's Counsel, Issuer's Counsel (if any), Municipal Advisor, and Registrar and Paying Agent; and (ii) the cost of the preparation and printing of the Bonds and the Official Statement, including any supplement or amendment thereto.

The Underwriter agrees to pay: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds in excess of the amounts paid by the Issuer for such expenses. The provisions of this Section 10 shall survive any termination of this Bond Purchase Agreement.

11. *Notices.* All notices required or permitted to be given hereunder shall be deemed given when personally delivered or sent by telecopy or overnight courier service addressed as follows:

If to the Issuer:	City of Dyersville, Iowa 340 1 st Avenue E Dyersville, Iowa 52040 Attention: Mick Michel, City Administrator
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If to the Underwriter:	UMB Bank, n.a. 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266 Attention: Nathan Summers
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12. *Counterparts.* This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original but all together shall constitute one and the same instrument.

13. *Contract for Benefit of Parties.* This Bond Purchase Agreement is made solely for the benefit of the parties hereto (including any successor or assignee of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof.

14. *Governing Law.* This Bond Purchase Agreement shall be governed by the laws of the State of Iowa without regard to conflicts of law principles thereof.

15. *Electronic Transactions.* The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

If the foregoing is acceptable to you, please certify your acceptance in the space below, on the date hereof, whereupon this Bond Purchase Agreement shall become a binding contract between us.

UMB BANK, n.a.

By: _____

Accepted and agreed to this 4th day of August, 2025 at __:__ .m.

CITY OF DYERESVILLE, DELAWARE AND
 DUBUQUE COUNTIES, IOWA

By: _____

ATTEST:

By: _____

SCHEDULE I**MATURITY, PRINCIPAL AMOUNT, INTEREST RATE AND PRICE**

<u>Due (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2036			
2036			

All of the Bonds met the 10% Test. None of the Bonds are subject to the Hold-the-Price Rule.

**EXHIBIT A
TO
BOND PURCHASE AGREEMENT**

UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

\$3,250,000
CITY OF DYERSVILLE,
DELAWARE AND DUBUQUE COUNTIES, IOWA
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
SERIES 2025

The undersigned, on behalf of UMB Bank, n.a. (the "Original Purchaser"), as the original purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the City of Dyersville, Delaware and Dubuque Counties, Iowa (the "Issuer"), certifies and represents as follows:

1. **Bond Purchase Agreement.** We have entered into a Bond Purchase Agreement (the "Bond Purchase Agreement"), dated August 4, 2025 (the "Sale Date") with the Issuer, providing for the purchase by the Original Purchaser from the Issuer of the Bonds.

2. **Receipt for Bonds.** We have received on the date hereof the executed and authenticated Bonds, consisting of General Obligation Corporate Purpose Bonds, Series 2025, in the aggregate principal amount of \$3,250,000, all of which are fully-registered bonds numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. Each of the Bonds has been signed by the manual or facsimile signature of the _____ and attested by the manual or facsimile signature of the _____ and has been authenticated by the manual signature of an authorized signatory of the Paying Agent.

3. **Compliance with Bond Purchase Agreement.** We further acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof. Nothing contained herein shall affect our rights under the Bond Purchase Agreement, and we retain the right to require future performance, upon reasonable written notice, of any condition to closing set forth in Section 8 of the Bond Purchase Agreement that has not been satisfied (and previously acknowledged in writing by the parties to the Bond Purchase Agreement prior to closing) and has, therefore, been waived for purposes of closing.

4. **Issue Price.**

(a) Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Purchase Agreement. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

"Initial Offering Price" means the price listed in **Schedule A** for each Maturity.

“Maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (a) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another) or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(b) The Original Purchaser represents as follows:

(i) Attached as **Schedule B** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

(ii) As of the Effective Time, all the Bonds were the subject of an initial offering to the Public.

(iii) As of the Effective Time, none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

(iv) As of the Effective Time, there were no Undersold Maturities.

5. **Yield.** As shown on the attached Schedules, the yield on the Bonds has been calculated to be _____. Such calculations were made using software licensed to Speer Financial, Inc., municipal advisor to the Issuer, by a third-party vendor.

6. **WAM.** The weighted average maturity of the Bonds is _____ years. Such calculations were made using software licensed to Speer Financial, Inc., municipal advisor to the Issuer, by a third-party vendor.

7. **Computations.** To the extent that we provided the Issuer and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are based on our understanding of directions that we have received from bond counsel regarding interpretation of the applicable law. We express no view regarding the legal

sufficiency of any such computations or the correctness of any legal interpretation made by Dorsey & Whitney LLP, as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

The representations set forth in this certificate are limited to factual matters only. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate or other closing certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

DATED: September 2, 2025

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

General Rule Maturities

<u>Due (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			

Undersold Maturities

None

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[if applicable]

CITY OF DYERSVILLE, IOWA

\$3,250,000 General Obligation Corporate Purpose Bonds, Series 2025

FINAL NUMBERS

Sources & Uses

Dated 09/02/2025 | Delivered 09/02/2025

Sources Of Funds

Par Amount of Bonds	\$3,250,000.00
Reoffering Premium	50,728.20

Total Sources	\$3,300,728.20
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Uses Of Funds

Total Underwriter's Discount (0.800%)	26,000.00
Costs of Issuance	38,000.00
Gross Bond Insurance Premium (33.6 bp)	13,830.82
Deposit to Project Construction Fund	3,222,897.38

Total Uses	\$3,300,728.20
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CITY OF DYERSVILLE, IOWA**\$3,250,000 General Obligation Corporate Purpose Bonds, Series 2025******FINAL NUMBERS******Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/02/2025	-	-	-	-	-
12/01/2025	-	-	32,259.41	32,259.41	-
06/01/2026	-	-	65,243.75	65,243.75	97,503.16
12/01/2026	-	-	65,243.75	65,243.75	-
06/01/2027	260,000.00	4.000%	65,243.75	325,243.75	390,487.50
12/01/2027	-	-	60,043.75	60,043.75	-
06/01/2028	280,000.00	4.000%	60,043.75	340,043.75	400,087.50
12/01/2028	-	-	54,443.75	54,443.75	-
06/01/2029	290,000.00	4.000%	54,443.75	344,443.75	398,887.50
12/01/2029	-	-	48,643.75	48,643.75	-
06/01/2030	305,000.00	4.000%	48,643.75	353,643.75	402,287.50
12/01/2030	-	-	42,543.75	42,543.75	-
06/01/2031	315,000.00	4.000%	42,543.75	357,543.75	400,087.50
12/01/2031	-	-	36,243.75	36,243.75	-
06/01/2032	330,000.00	4.000%	36,243.75	366,243.75	402,487.50
12/01/2032	-	-	29,643.75	29,643.75	-
06/01/2033	345,000.00	4.000%	29,643.75	374,643.75	404,287.50
12/01/2033	-	-	22,743.75	22,743.75	-
06/01/2034	360,000.00	4.000%	22,743.75	382,743.75	405,487.50
12/01/2034	-	-	15,543.75	15,543.75	-
06/01/2035	375,000.00	4.000%	15,543.75	390,543.75	406,087.50
12/01/2035	-	-	8,043.75	8,043.75	-
06/01/2036	390,000.00	4.125%	8,043.75	398,043.75	406,087.50
Total	\$3,250,000.00	-	\$863,778.16	\$4,113,778.16	-

Yield Statistics

Bond Year Dollars	\$21,463.47
Average Life	6.604 Years
Average Coupon	4.0244102%
Net Interest Cost (NIC)	3.9091996%
True Interest Cost (TIC)	3.8893934%
Bond Yield for Arbitrage Purposes	3.8211722%
All Inclusive Cost (AIC)	4.1730584%

IRS Form 8038

Net Interest Cost	3.7429681%
Weighted Average Maturity	6.581 Years

25 Dyersville 3.25 GO CP | SINGLE PURPOSE | 8/ 4/2025 | 2:03 PM

Speer Financial, Inc.
Registered Municipal Advisors

CITY OF DYERSVILLE, IOWA**\$3,250,000 General Obligation Corporate Purpose Bonds, Series 2025******FINAL NUMBERS******Pricing Summary**

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
06/01/2027	Serial Coupon	4.000%	3.100%	260,000.00	101.515%	-	-	-	263,939.00
06/01/2028	Serial Coupon	4.000%	3.150%	280,000.00	102.216%	-	-	-	286,204.80
06/01/2029	Serial Coupon	4.000%	3.250%	290,000.00	102.621%	-	-	-	297,600.90
06/01/2030	Serial Coupon	4.000%	3.350%	305,000.00	102.826%	-	-	-	313,619.30
06/01/2031	Serial Coupon	4.000%	3.500%	315,000.00	102.578%	-	-	-	323,120.70
06/01/2032	Serial Coupon	4.000%	3.600%	330,000.00	102.372%	-	-	-	337,827.60
06/01/2033	Serial Coupon	4.000%	3.700%	345,000.00	101.772%	c 3.734%	06/01/2032	100.000%	351,113.40
06/01/2034	Serial Coupon	4.000%	3.850%	360,000.00	100.879%	c 3.880%	06/01/2032	100.000%	363,164.40
06/01/2035	Serial Coupon	4.000%	4.000%	375,000.00	100.000%	-	-	-	375,000.00
06/01/2036	Serial Coupon	4.125%	4.150%	390,000.00	99.779%	-	-	-	389,138.10
Total	-	-	-	\$3,250,000.00	-	-	-	-	\$3,300,728.20

Bid Information

Par Amount of Bonds	\$3,250,000.00
Reoffering Premium or (Discount)	50,728.20
Gross Production	\$3,300,728.20
Total Underwriter's Discount (0.800%)	\$(26,000.00)
Bid (100.761%)	3,274,728.20
Total Purchase Price	\$3,274,728.20
Bond Year Dollars	\$21,463.47
Average Life	6.604 Years
Average Coupon	4.0244102%
Net Interest Cost (NIC)	3.9091996%
True Interest Cost (TIC)	3.8893934%

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Speer Financial, Inc.
Registered Municipal Advisors

CITY OF DYERSVILLE, IOWA**\$3,250,000 General Obligation Corporate Purpose Bonds, Series 2025******FINAL NUMBERS******Proof of D/S for Arbitrage Purposes**

Date	Principal	Interest	Total
09/02/2025	-	-	-
12/01/2025	-	32,259.41	32,259.41
06/01/2026	-	65,243.75	65,243.75
12/01/2026	-	65,243.75	65,243.75
06/01/2027	260,000.00	65,243.75	325,243.75
12/01/2027	-	60,043.75	60,043.75
06/01/2028	280,000.00	60,043.75	340,043.75
12/01/2028	-	54,443.75	54,443.75
06/01/2029	290,000.00	54,443.75	344,443.75
12/01/2029	-	48,643.75	48,643.75
06/01/2030	305,000.00	48,643.75	353,643.75
12/01/2030	-	42,543.75	42,543.75
06/01/2031	315,000.00	42,543.75	357,543.75
12/01/2031	-	36,243.75	36,243.75
06/01/2032	675,000.00	36,243.75	711,243.75
12/01/2032	-	22,743.75	22,743.75
06/01/2033	-	22,743.75	22,743.75
12/01/2033	-	22,743.75	22,743.75
06/01/2034	360,000.00	22,743.75	382,743.75
12/01/2034	-	15,543.75	15,543.75
06/01/2035	375,000.00	15,543.75	390,543.75
12/01/2035	-	8,043.75	8,043.75
06/01/2036	390,000.00	8,043.75	398,043.75
Total	\$3,250,000.00	\$849,978.16	\$4,099,978.16

25 Dyersville 3.25 GO CP | SINGLE PURPOSE | 8/ 4/2025 | 2:03 PM

Speer Financial, Inc.
Registered Municipal Advisors

CITY OF DYERSVILLE, IOWA**\$3,250,000 General Obligation Corporate Purpose Bonds, Series 2025******FINAL NUMBERS******Proof of Bond Yield @ 3.8211722%**

Date	Cashflow	PV Factor	Present Value	Cumulative PV
09/02/2025	-	1.0000000x	-	-
12/01/2025	32,259.41	0.9906860x	31,958.94	31,958.94
06/01/2026	65,243.75	0.9721129x	63,424.29	95,383.24
12/01/2026	65,243.75	0.9538881x	62,235.23	157,618.47
06/01/2027	325,243.75	0.9360049x	304,429.74	462,048.21
12/01/2027	60,043.75	0.9184570x	55,147.60	517,195.81
06/01/2028	340,043.75	0.9012380x	306,460.36	823,656.18
12/01/2028	54,443.75	0.8843419x	48,146.89	871,803.07
06/01/2029	344,443.75	0.8677626x	298,895.40	1,170,698.46
12/01/2029	48,643.75	0.8514941x	41,419.86	1,212,118.33
06/01/2030	353,643.75	0.8355305x	295,480.15	1,507,598.47
12/01/2030	42,543.75	0.8198663x	34,880.19	1,542,478.66
06/01/2031	357,543.75	0.8044957x	287,642.41	1,830,121.06
12/01/2031	36,243.75	0.7894133x	28,611.30	1,858,732.36
06/01/2032	711,243.75	0.7746136x	550,939.09	2,409,671.45
12/01/2032	22,743.75	0.7600914x	17,287.33	2,426,958.78
06/01/2033	22,743.75	0.7458415x	16,963.23	2,443,922.01
12/01/2033	22,743.75	0.7318587x	16,645.21	2,460,567.22
06/01/2034	382,743.75	0.7181380x	274,862.84	2,735,430.06
12/01/2034	15,543.75	0.7046746x	10,953.29	2,746,383.35
06/01/2035	390,543.75	0.6914636x	270,046.79	3,016,430.14
12/01/2035	8,043.75	0.6785003x	5,457.69	3,021,887.82
06/01/2036	398,043.75	0.6657800x	265,009.56	3,286,897.38
Total	\$4,099,978.16	-	\$3,286,897.38	-

Derivation Of Target Amount

Par Amount of Bonds	\$3,250,000.00
Reoffering Premium or (Discount)	50,728.20
Bond Insurance Premium..... (33.6 bp)	(13,830.82)
Original Issue Proceeds	\$3,286,897.38

25 Dyersville 3.25 GO CP | SINGLE PURPOSE | 8/ 4/2025 | 2:03 PM

Speer Financial, Inc.
Registered Municipal Advisors

CITY OF DYERSVILLE, IOWA

\$3,250,000 General Obligation Corporate Purpose Bonds, Series 2025

****FINAL NUMBERS******Derivation Of Form 8038 Yield Statistics**

Maturity	Issuance Value	Coupon	Price	Issuance Price	Exponent	Bond Years
06/01/2027	260,000.00	4.000%	101.515%	263,939.00	1.7472222x	461,160.09
06/01/2028	280,000.00	4.000%	102.216%	286,204.80	2.7472222x	786,268.19
06/01/2029	290,000.00	4.000%	102.621%	297,600.90	3.7472222x	1,115,176.71
06/01/2030	305,000.00	4.000%	102.826%	313,619.30	4.7472222x	1,488,820.51
06/01/2031	315,000.00	4.000%	102.578%	323,120.70	5.7472222x	1,857,046.47
06/01/2032	330,000.00	4.000%	102.372%	337,827.60	6.7472222x	2,279,397.89
06/01/2033	345,000.00	4.000%	101.772%	351,113.40	7.7472222x	2,720,153.54
06/01/2034	360,000.00	4.000%	100.879%	363,164.40	8.7472222x	3,176,679.71
06/01/2035	375,000.00	4.000%	100.000%	375,000.00	9.7472222x	3,655,208.33
06/01/2036	390,000.00	4.125%	99.779%	389,138.10	10.7472222x	4,182,153.64
Total	\$3,250,000.00	-	-	\$3,300,728.20	-	\$21,722,065.06

Description of Bonds

Final Maturity Date	6/01/2036
Issue price of entire issue	3,300,728.20
Stated Redemption at Maturity	3,250,000.00
Weighted Average Maturity = Bond Years/Issue Price	6.581 Years
Bond Yield for Arbitrage Purposes	3.8211722%

Uses of Proceeds of Issue

Proceeds used for accrued interest	-
Proceeds used for bond issuance costs (including underwriters' discount)	64,000.00
Proceeds used for credit enhancement	(13,830.82)
Proceeds allocated to reasonably required reserve or replacement fund	-

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Speer Financial, Inc.
Registered Municipal Advisors

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Senior Vice President

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Senior Vice President

AARON GOLD
Senior Vice President

August 4, 2025

The Honorable Jeff Jacque, Mayor
and Members of the City Council
City of Dyersville
340 1st Ave E
Dyersville, IA 52040

Dear Mayor Jacque and Council Members:

UMB Bank, n.a. West Des Moines, Iowa, has submitted a proposal for the purchase of the **\$3,250,000 General Obligation Corporate Purpose Bonds, Series 2025** being sold by the City of Dyersville.

Upon examination, it is our opinion that the proposal is favorable to the City and should be accepted. **We therefore recommend that the Bonds be awarded to the proposer at a price of \$3,274,728.20, being at a true interest cost of 3.8893%.**

The amounts and rates for each year are as follows:

<u>Year</u>	<u>Principal</u>	<u>Rate</u>
2027	\$260,000	4.000%
2028	280,000	4.000%
2029	290,000	4.000%
2030	305,000	4.000%
2031	315,000	4.000%
2032	330,000	4.000%
2033	345,000	4.000%
2034	360,000	4.000%
2035	375,000	4.000%
2036	390,000	4.125%

Respectfully submitted,

SPEER FINANCIAL, INC.



Maggie Burger, Sr. Vice President

MB
Enclosures

CITY OF DYERSVILLE, IOWA**\$3,250,000 General Obligation Corporate Purpose Bonds, Series 2025******FINAL NUMBERS******Debt Service Schedule**

	Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
	09/02/2025	-	-	-	-	-
	12/01/2025	-	-	32,259.41	32,259.41	-
	06/01/2026	-	-	65,243.75	65,243.75	97,503.16
	12/01/2026	-	-	65,243.75	65,243.75	-
	06/01/2027	260,000.00	4.000%	65,243.75	325,243.75	390,487.50
	12/01/2027	-	-	60,043.75	60,043.75	-
	06/01/2028	280,000.00	4.000%	60,043.75	340,043.75	400,087.50
	12/01/2028	-	-	54,443.75	54,443.75	-
	06/01/2029	290,000.00	4.000%	54,443.75	344,443.75	398,887.50
	12/01/2029	-	-	48,643.75	48,643.75	-
	06/01/2030	305,000.00	4.000%	48,643.75	353,643.75	402,287.50
	12/01/2030	-	-	42,543.75	42,543.75	-
	06/01/2031	315,000.00	4.000%	42,543.75	357,543.75	400,087.50
	12/01/2031	-	-	36,243.75	36,243.75	-
call	06/01/2032	330,000.00	4.000%	36,243.75	366,243.75	402,487.50
	12/01/2032	-	-	29,643.75	29,643.75	-
	06/01/2033	345,000.00	4.000%	29,643.75	374,643.75	404,287.50
	12/01/2033	-	-	22,743.75	22,743.75	-
	06/01/2034	360,000.00	4.000%	22,743.75	382,743.75	405,487.50
	12/01/2034	-	-	15,543.75	15,543.75	-
	06/01/2035	375,000.00	4.000%	15,543.75	390,543.75	406,087.50
	12/01/2035	-	-	8,043.75	8,043.75	-
	06/01/2036	390,000.00	4.125%	8,043.75	398,043.75	406,087.50
	Total	\$3,250,000.00	-	\$863,778.16	\$4,113,778.16	-

Yield Statistics

Bond Year Dollars	\$21,463.47
Average Life	6.604 Years
Average Coupon	4.0244102%
Net Interest Cost (NIC)	3.9091996%
True Interest Cost (TIC)	3.8893934%
Bond Yield for Arbitrage Purposes	3.8211677%
All Inclusive Cost (AIC)	4.1730539%

IRS Form 8038

Net Interest Cost	3.7429681%
Weighted Average Maturity	6.581 Years

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Speer Financial, Inc.
Registered Municipal Advisors

BOND SALE COMPARABLES

City of Dyersville, Iowa
\$3,250,000 General Obligation Corporate Purpose Bonds,
Series 2025
August 4, 2025

Issue Details



new issue

CITY OF JESUP, IOWA GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025 (IA)
JESUP IOWA GO CAP LN NTS 2025 (IA)*

Dated Date:08/19/2025

Closing Date:08/19/2025

Time of Formal Award:07/21/2025 07:07 PM

Time of First Execution:07/22/2025 10:00 AM

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CUSIP*	Principal Amount at Issuance (\$)	Security Description *	Coupon	Maturity Date	Initial Offering (%)		
					Price/Yield	Price	Yield
477068GD6	100,000	CAP LN NTS	4	06/01/2026	-	100.803	2.95
477068GE4	135,000	CAP LN NTS	4	06/01/2027	-	101.807	2.95
477068GF1	150,000	CAP LN NTS	4	06/01/2028	-	102.755	2.96
477068GG9	165,000	CAP LN NTS	4	06/01/2029	-	103.692	2.96
477068GH7	190,000	CAP LN NTS	4	06/01/2030	-	103.968	3.1
477068GJ3	205,000	CAP LN NTS	4	06/01/2031	-	103.921	3.25
477068GK0	230,000	CAP LN NTS	4	06/01/2032	-	103.122	3.4
477068GL8	250,000	CAP LN NTS	4	06/01/2033	-	102.329	3.55
477068GM6	270,000	CAP LN NTS	4	06/01/2034	-	101.544	3.7
477068GN4	290,000	CAP LN NTS	4	06/01/2035	-	100.766	3.85

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Issue Details



new issue

CITY OF MASON CITY, CERRO GORDO COUNTY, IOWA GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2025 (IA)
MASON CITY IOWA GO CORPORATE PURP BDS 2025 (IA)*

Dated Date:

08/20/2025

Underwriting Spread Amount:

Not Disclosed - Competitive Sale

Closing Date:

08/20/2025

Time of Formal Award:

07/16/2025 08:44 AM

Time of First Execution:

07/16/2025 11:15 AM

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CUSIP*	Principal Amount at Issuance (\$)	Security Description *	Coupon	Maturity Date	Initial Offering (%)		
					Price/Yield	Price	Yield
5748372J8	250,000	CORP PURP	4	06/01/2026	-	100.955	2.75
5748372K5	285,000	CORP PURP	4	06/01/2027	-	102.154	2.75
5748372L3	880,000	CORP PURP	4	06/01/2028	-	103.185	2.8
5748372M1	915,000	CORP PURP	4	06/01/2029	-	104.273	2.8
5748372N9	955,000	CORP PURP	4	06/01/2030	-	104.873	2.9
5748372P4	995,000	CORP PURP	4	06/01/2031	-	104.725	3.1
5748372Q2	1,035,000	CORP PURP	4	06/01/2032	-	104.651	3.23
5748372R0	1,080,000	CORP PURP	4	06/01/2033	-	103.602	3.4
5748372S8	1,125,000	CORP PURP	4	06/01/2034	-	103.295	3.45
5748372T6	1,080,000	CORP PURP	4	06/01/2035	-	102.383	3.6

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new issue

CITY OF AVOCA, IOWA GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2025 (IA)
AVOCA IOWA GO CORP PURP BDS 2025 (IA)*

Dated Date:

08/14/2025

Underwriting Spread Amount:

Disclosed in Official Statement

Closing Date:

08/14/2025

Time of Formal Award:

07/30/2025 06:30 PM

Time of First Execution:

07/31/2025 12:30 PM

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CUSIP*	Principal Amount at Issuance (\$)	Security Description *	Coupon	Maturity Date	Initial Offering (%)		
					Price/Yield	Price	Yield
053861CH1	180,000	CORP PURP	5	06/01/2027	-	103.416	3.03
053861CJ7	190,000	CORP PURP	5	06/01/2028	-	105.213	3.04
053861CK4	195,000	CORP PURP	5	06/01/2029	-	106.974	3.04
053861CL2	205,000	CORP PURP	5	06/01/2030	-	108.08	3.17
053861CM0	215,000	CORP PURP	5	06/01/2031	-	108.678	3.34
053861CN8	225,000	CORP PURP	5	06/01/2032	-	109.125	3.48
053861CP3	240,000	CORP PURP	5	06/01/2033	-	109.296	3.62
053861CQ1	510,000	CORP PURP	5	06/01/2035	-	107.051	3.94
053861CR9	565,000	CORP PURP	5	06/01/2037	-	105.266	4.2
053861CS7	625,000	CORP PURP	5	06/01/2039	-	103.583	4.45
053861CT5	690,000	CORP PURP	5	06/01/2041	-	102.589	4.6
053861CU2	760,000	CORP PURP	5	06/01/2043	-	101.281	4.8
053861CV0	835,000	CORP PURP	5	06/01/2045	-	100.634	4.9

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BOND PURCHASE AGREEMENT

\$3,250,000
CITY OF DYERSVILLE,
DELAWARE AND DUBUQUE COUNTIES, IOWA
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
SERIES 2025

August 4, 2025

City of Dyersville, Iowa
340 1st Avenue E
Dyersville, Iowa 52040

Ladies and Gentlemen:

The undersigned, UMB Bank, n.a. (the “Underwriter”), hereby offers to purchase from the City of Dyersville, Delaware and Dubuque Counties, Iowa (the “Issuer”), \$3,250,000 aggregate principal amount of General Obligation Corporate Purpose Bonds, Series 2025 (the “Bonds”). The issuance and sale of the Bonds is authorized by a resolution adopted by the Issuer on August 4, 2025, as may be supplemented (the “Resolution”). Capitalized terms not otherwise defined herein have the meaning given such terms in the Resolution.

The Bonds are to be issued by the Issuer pursuant to and in accordance with the provisions of the laws of the State of Iowa, including particularly the Chapter 76 of the Code of Iowa, 2025, as amended (the “Act”). The Bonds are being issued to pay costs of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements, (b) acquiring and installing street lighting, signage, and signalization improvements, and (c) issuing the Bonds.

This offer is made subject to your acceptance of this Bond Purchase Agreement (the “Bond Purchase Agreement”) on or before 11:59 p.m., Central Time, on August 4, 2025. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Bonds; the Resolution; this Bond Purchase Agreement; the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); the Continuing Disclosure Certificate; and the Federal Tax Certificate or similar documentation; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. *Issuance and Sale of the Bonds.* Subject to the terms and conditions hereinafter set forth in this Bond Purchase Agreement and on the basis of the representations and warranties herein contained, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of the Bonds at a purchase price of \$3,274,728.20 (representing the par amount of the Bonds, plus net original issue premium of \$50,728.20, and less an underwriter’s discount of \$26,000.00).

The Bonds will be dated as of the Closing Date (defined herein), will mature as set forth in Schedule I hereto on the dates and in the amounts and bear interest as set forth therein and be subject to redemption as set forth in the Official Statement.

In other respects, the Bonds and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated July 25, 2025 (the “Preliminary Official Statement”) and the Official Statement, dated August 4, 2025, to be delivered pursuant to Section 9 hereof (collectively, the “Official Statement”).

The Issuer acknowledges and agrees that (a) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm’s-length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer, (b) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed an advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters), (c) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (d) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. *Offering.* The Underwriter represents that (a) it has been duly authorized to execute this Bond Purchase Agreement and to act hereunder, with full authority to take such action as it may deem advisable with respect to all matters pertaining to this Bond Purchase Agreement; and (b) it is registered under the Securities Exchange Act of 1934 as a municipal securities dealer. The Underwriter agrees to make a bona fide initial public offering of all of the Bonds at prices no higher than, or yields no lower than, set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may subsequently offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in the Official Statement. The Underwriter also reserves the right to (1) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (2) discontinue such stabilizing, if commenced, at any time without prior notice.

3. *Establishment of Issue Price.*

(a) The Underwriter agrees to assist the Issuer and Bond Counsel (defined herein) in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. Any required actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by Speer Financial, Inc. (the “Municipal Advisor”), the Issuer’s municipal advisor.

(b) The Issuer will treat the first price at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. The Underwriter hereby reports to the Issuer that at least 10% of each maturity of the Bonds has been sold at the offering price or prices set forth in Schedule I attached hereto. For purposes of this Section, if Bonds mature on the same date but have

different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer.

(d) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as

defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party;
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public); and
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

4. *Delivery and Payment for the Bonds.* At or before 11:00 A.M., Central Time, on September 2, 2025, or such other date as may be agreed to by the Issuer and the Underwriter (the “Closing Date”), the Issuer will direct UMB Bank, n.a., West Des Moines, Iowa, as Registrar and Paying Agent (the “Registrar and Paying Agent”) to release to The Depository Trust Company (“DTC”) in New York, New York, in such form as shall be acceptable to DTC, for the account of the Underwriter, the Bonds, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer to such account as the Issuer shall designate.

Concurrently with such delivery the Issuer shall deliver the certificates, reports and documents described herein, together with an opinion of Dorsey & Whitney LLP, Des Moines, Iowa, as Bond Counsel (“Bond Counsel”). Such delivery is referred to herein as the “Closing.” The Bonds will be delivered as definitive, fully-registered Bonds in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request.

5. *Preliminary Official Statement and Official Statement.* The Issuer consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement, in connection with the public offering of the Bonds. The Preliminary Official Statement is true and correct and does not as of its date and as of the date hereof contain an untrue statement of material fact and does not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading. The Issuer further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The Issuer represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the Issuer as of its date, and the Issuer hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the “Rule”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The Issuer hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds executed on behalf of the Issuer by a duly authorized official, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the “MSRB”) and the Securities and Exchange Commission (the “SEC”).

As of its date and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Official Statement relating to DTC, the book entry system, or the Underwriter.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the Issuer and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form. The Underwriter agrees to file a copy of the Official Statement on the MSRB’s Electronic Municipal Markets Access system.

6. *Representations and Warranties of the Issuer.* The Issuer hereby represents and warrants to the Underwriter as follows:

(a) The Issuer is duly existing as a body corporate and political subdivision in the State of Iowa with the powers and authority, among others, set forth in the Act, and with the power and authority to enter into this Bond Purchase Agreement, to issue the Bonds as described in the Official Statement, and to execute, deliver and perform its obligations under the Transaction Documents.

(b) (i) At or prior to the Closing, the Issuer will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds and the performance of its obligations thereunder; (ii) the Issuer has, and at the date of the Closing will have, full legal right, power and authority to enter into the Transaction Documents and will have adopted the Resolution securing the Bonds and, at the date of Closing, will have full legal right, power and authority to deliver the Bonds to the Underwriter and to perform its obligations thereunder as provided in the Transaction Documents and to carry out and effectuate the transactions contemplated by the Transaction Documents; (iii) the execution and delivery of the Transaction Documents have been duly authorized, and the Transaction Documents have been duly executed and delivered; (iv) the Issuer has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement; and (v) the Resolution will be authorized and executed by the Issuer and will be at Closing in full force and effect.

(c) Both at the time of acceptance hereof and at the Closing, there shall not have been any material adverse change since June 30, 2024, in the results of operations or financial condition of the Issuer and the financial information contained in Appendix A to the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally recognized accounting principles for governmental agencies, applied consistently except as otherwise indicated in the Official Statement.

(d) Between the date hereof and the Closing, the Issuer will not, without the prior written consent of the Underwriter, have issued any notes, bonds or other obligations or borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(e) No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body which shall not have been obtained on or prior to Closing is required for the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby except for such actions as may be necessary to be taken to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States of America (the “United States”) as the Underwriter may designate.

(f) The issuance of the Bonds, the execution, delivery and performance of this Bond Purchase Agreement, the Resolution, the Bonds, the Continuing Disclosure Certificate, and the Federal Tax Certificate, and compliance with the provisions hereof and thereof by the Issuer, do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under, any existing law, regulation, decree, order or resolution, or any agreement, indenture, lease or other instrument, to which the Issuer is subject or by which it is bound.

(g) Assuming due authorization, execution and delivery by the respective parties thereto other than the Issuer, the Transaction Documents shall constitute valid and binding obligations of the Issuer in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors’ rights generally.

(h) As of the time of acceptance hereof and as of the Closing, except as disclosed in the Official Statement, no action, suit, proceeding or investigation is or will be pending or (to the knowledge of the Issuer) threatened against the Issuer (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices of the officials of the Issuer or the titles of the officials holding those respective offices to such offices; or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Transaction Documents; or (iii) in which a final adverse decision would (a) materially adversely affect the operations of the Issuer, or (b) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part.

(i) The Issuer will take no action after the date hereof which would cause the Bonds not to conform in all material respects to the description thereof contained in the Official Statement.

(j) If the Official Statement is supplemented or amended pursuant to subsection (k) of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in Section 4, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter, and if in the reasonable opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement,

the Issuer shall, at the expense of the Issuer, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(l) The Issuer represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The Issuer shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(m) The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Underwriter in obtaining such qualifications, subject to the right of the Issuer to withdraw such consent for cause by written notice to the Underwriter.

7. *Conditions to Obligations.* The Issuer and the Underwriter shall have the right to cancel their obligations hereunder by notifying the other of its election to do so between the date hereof and the Closing if at any time hereafter and prior to the Closing any of the following events shall occur:

(a) *Adverse Legislation, Etc.* Any legislation, rule or regulation shall be enacted or favorably reported out of committee to any governmental body, department or agency of the United States of America or any State thereof, or a decision shall be rendered by a court of competent jurisdiction, any of which, in the judgment of the Underwriter, has the purpose or effect of:

- (i) requiring the registration of the Bonds under the Securities Act of 1933, as amended; or
- (ii) materially adversely affecting the market price of the Bonds or the market price generally of obligations of the general character of the Bonds.

(b) *Adverse Events.* The market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, is materially adversely affected in the judgment of the party seeking the right to cancel because:

- (i) additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally;
- (ii) a general banking moratorium shall have been established by federal, New York or Iowa authorities;
- (iii) a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;

- (iv) the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in the opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Bonds;
- (v) general political, economic or market conditions shall have occurred which, in the opinion of the Underwriter, has a material adverse effect on the market price of the Bonds;
- (vi) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or
- (vii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

(c) *Material Changes.* Any event shall have occurred after the date hereof which makes untrue or incorrect in any material respect, any information or statement contained in the Official Statement or which is not reflected in the Official Statement but which should, in the opinion of the party seeking cancellation, be reflected therein for the purpose for which the Official Statement is to be used in order to make the statements and information contained therein not materially inaccurate or misleading in any material respect, including but not limited to:

- (i) since June 30, 2024, any material adverse change in the affairs of the Issuer from that reflected in the financial information of the Issuer provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement;
- (ii) litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the Issuer with respect to any of the foregoing, (iv) the titles to office of any members of the Board of Supervisors or officers, (v) the incorporation, organization or existence of the Issuer, or (vi) the legal power or authority of the Issuer to enter into and engage in any of the transactions contemplated by the Transaction Documents;
- (iii) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

- (iv) any representation of the Issuer contained in this Bond Purchase Agreement or any Transaction Document shall prove to be or have been false in any material respect.

8. *Closing Conditions.* The obligations of the Underwriter to accept delivery of the Bonds and to make payment therefor on the Closing Date shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

(a) *Basic Documents.* The Transaction Documents, each in the form heretofore approved by the Underwriter or with such further changes as may be mutually agreed upon, shall have been executed and delivered.

(b) *Closing Certificates.* The Issuer shall have executed and delivered its Closing Certificates, dated the Closing Date, substantially to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the Closing Date and the obligations of the Issuer hereunder required to be performed on or prior to the Closing Date, have been performed by the Issuer; (ii) since June 30, 2024, no material adverse change has occurred in the financial position or results of operations of the Issuer other than as disclosed in the Official Statement; (iii) the Preliminary Official Statement as of its date and as of the date of this Bond Purchase Agreement, and the Official Statement, as of its date and as of the Closing Date, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iv) other than as set forth in the Official Statement, no litigation is pending or, to the Issuer's knowledge, is threatened in any court to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Resolution, and (v) other than as set forth in the Official Statement, there is no litigation pending, or, to the Issuer's knowledge, threatened against the Issuer or involving any of the property or assets under the control of the Issuer that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets, or in the condition, financial or otherwise, of the Issuer, which certificate shall be in form and substance acceptable to the Underwriter (or in lieu of such certificate an opinion of Bond Counsel or counsel to the Issuer as to matters referred to in clause (iv) above and by counsel to the Issuer as to matters referred to in clause (v) above, acceptable to the Underwriter in form and substance, stating that in their opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit or that a final decision in favor of any of the plaintiffs will not adversely affect the validity of the Transaction Documents).

(c) *Opinion of Bond Counsel.* Bond Counsel shall have rendered their opinion dated the Closing Date substantially to the effect set forth in the Official Statement, which is either addressed to the Underwriter, or is delivered together with a reliance letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter stating that the Underwriter shall be entitled to rely upon such opinion of Bond Counsel as if the same were addressed to the Underwriter.

(d) *Supplemental Opinion of Bond Counsel.* A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer and the Underwriter substantially to the effect that the description of the Bonds and the Resolution, in the Official Statement under the captions "BOND ISSUE SUMMARY" except the material regarding DTC and book-entry form, "SECURITY AND SOURCE OF PAYMENT", "TAX EXEMPTION AND RELATED TAX MATTERS", "OPTIONAL REDEMPTION", "LEGAL MATTERS", "Appendix C – Form of

Bond Counsel Opinion”, and “Appendix D – Form of Continuing Disclosure Certificate” has been reviewed by them and, insofar as such information contained under such captions purports to summarize certain provisions of the Bonds, the Resolution, and any opinions rendered as, or documents prepared by, Bond Counsel, presents a fair and accurate summary of such provisions for the purpose of use in the Official Statement.

(e) *Opinion of Underwriter’s Counsel.* An opinion of Gilmore & Bell, P.C., St. Louis, Missouri, as Underwriter’s Counsel, addressed to the Underwriter that (i) the Bonds are exempt from registration and qualification under applicable existing federal laws, (ii) the Continuing Disclosure Certificate executed by the Issuer complies with the requirements of Rule 15c2-12(b)(5) under the Securities and Exchange Act of 1934, as amended, and (iii) as of the Closing Date, no information had come to their attention which caused Underwriter’s Counsel to believe that the Official Statement (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, Appendices of the Official Statement, or any information about the book-entry system or DTC included in the Official Statement, as to which no opinion is expressed) contained or contains, as of its date, any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Rating.* A letter from S&P Global Ratings, assigning a rating of “AA” to the Bonds based on the expected issuance of a municipal bond insurance policy;

(g) *Other Actions and Documents.* There shall have been taken such other actions and there shall have been delivered such other documents, opinions, showings and certificates not listed above, as may be reasonably requested by the Underwriter or Bond Counsel in order to effectuate the transactions herein contemplated, and the Underwriter shall have received executed counterparts of all documents, certificates and opinions referred to herein.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in writing signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations of the Issuer and the Underwriter, as provided in Section 10, shall continue in full force and effect.

9. *Changes in Official Statement.* If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the “end of the underwriting period” (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the Issuer shall occur, or come to the attention of the Issuer, the Issuer shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the reasonable opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the Issuer will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement

(in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this section, the Issuer will furnish to the Underwriter such information with respect to the Issuer as the Underwriter may from time to time reasonably request. If notification is given by the Issuer, or such information comes to the attention of the Underwriter, after the Closing, the Issuer shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

10. *Expenses.* The Underwriter shall be under no obligation to pay, and the Issuer agrees to pay, all reasonable and necessary expenses relating to their obligations hereunder, including but not limited to the following: (i) the fees and expenses of Bond Counsel, Disclosure Counsel, Underwriter's Counsel, Issuer's Counsel (if any), Municipal Advisor, and Registrar and Paying Agent; and (ii) the cost of the preparation and printing of the Bonds and the Official Statement, including any supplement or amendment thereto.

The Underwriter agrees to pay: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds in excess of the amounts paid by the Issuer for such expenses. The provisions of this Section 10 shall survive any termination of this Bond Purchase Agreement.

11. *Notices.* All notices required or permitted to be given hereunder shall be deemed given when personally delivered or sent by telecopy or overnight courier service addressed as follows:

If to the Issuer:	City of Dyersville, Iowa 340 1 st Avenue E Dyersville, Iowa 52040 Attention: Mick Michel, City Administrator
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If to the Underwriter:	UMB Bank, n.a. 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266 Attention: Nathan Summers
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12. *Counterparts.* This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original but all together shall constitute one and the same instrument.

13. *Contract for Benefit of Parties.* This Bond Purchase Agreement is made solely for the benefit of the parties hereto (including any successor or assignee of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof.

14. *Governing Law.* This Bond Purchase Agreement shall be governed by the laws of the State of Iowa without regard to conflicts of law principles thereof.

15. *Electronic Transactions.* The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid

counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

If the foregoing is acceptable to you, please certify your acceptance in the space below, on the date hereof, whereupon this Bond Purchase Agreement shall become a binding contract between us.

UMB BANK, n.a.

By: _____

Accepted and agreed to this 4th day of August, 2025 at __:__.m.

CITY OF DYERESVILLE, DELAWARE AND
DUBUQUE COUNTIES, IOWA

By: _____

ATTEST:

By: _____

SCHEDULE I**MATURITY, PRINCIPAL AMOUNT, INTEREST RATE AND PRICE**

<u>Due (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
2027	\$260,000	4.000%	101.515%
2028	280,000	4.000	102.216
2029	290,000	4.000	102.621
2030	305,000	4.000	102.826
2031	315,000	4.000	102.578
2032	330,000	4.000	102.372
2033	345,000	4.000	101.772
2034	360,000	4.000	100.879
2036	375,000	4.000	100.000
2036	390,000	4.125	99.779

All of the Bonds met the 10% Test. None of the Bonds are subject to the Hold-the-Price Rule.

**EXHIBIT A
TO
BOND PURCHASE AGREEMENT**

UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

\$3,250,000
CITY OF DYERSVILLE,
DELAWARE AND DUBUQUE COUNTIES, IOWA
GENERAL OBLIGATION CORPORATE PURPOSE BONDS
SERIES 2025

The undersigned, on behalf of UMB Bank, n.a. (the "Original Purchaser"), as the original purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the City of Dyersville, Delaware and Dubuque Counties, Iowa (the "Issuer"), certifies and represents as follows:

1. **Bond Purchase Agreement.** We have entered into a Bond Purchase Agreement (the "Bond Purchase Agreement"), dated August 4, 2025 (the "Sale Date") with the Issuer, providing for the purchase by the Original Purchaser from the Issuer of the Bonds.

2. **Receipt for Bonds.** We have received on the date hereof the executed and authenticated Bonds, consisting of General Obligation Corporate Purpose Bonds, Series 2025, in the aggregate principal amount of \$3,250,000, all of which are fully-registered bonds numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. Each of the Bonds has been signed by the manual or facsimile signature of the _____ and attested by the manual or facsimile signature of the _____ and has been authenticated by the manual signature of an authorized signatory of the Paying Agent.

3. **Compliance with Bond Purchase Agreement.** We further acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof. Nothing contained herein shall affect our rights under the Bond Purchase Agreement, and we retain the right to require future performance, upon reasonable written notice, of any condition to closing set forth in Section 8 of the Bond Purchase Agreement that has not been satisfied (and previously acknowledged in writing by the parties to the Bond Purchase Agreement prior to closing) and has, therefore, been waived for purposes of closing.

4. **Bond Insurance.**

(a) The present value of the premium paid for the bond insurance policy (together with the fees and expenses of the counsel to the bond insurer) for the Bonds is less than the present value of the interest expected to be saved as a result of the insurance. In determining such present value savings, the yield of the Bonds (taking into account the bond insurance premium) has been used as the discount rate.

(b) The premium for the bond insurance policy represents a reasonable, arm's-length charge for the transfer of credit risk to the bond insurer.

5. Issue Price.

(a) Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Purchase Agreement. For purposes of this section the following definitions apply:

“Effective Time” means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

“Initial Offering Price” means the price listed in **Schedule A** for each Maturity.

“Maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (a) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another) or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(b) The Original Purchaser represents as follows:

(i) Attached as **Schedule B** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

(ii) As of the Effective Time, all the Bonds were the subject of an initial offering to the Public.

(iii) As of the Effective Time, none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

(iv) As of the Effective Time, there were no Undersold Maturities.

6. **Yield.** As shown on the attached Schedules, the yield on the Bonds has been calculated to be 3.7429681%. Such calculations were made using software licensed to Speer Financial, Inc., municipal advisor to the Issuer, by a third-party vendor.

7. **WAM.** The weighted average maturity of the Bonds is 6.581 years. Such calculations were made using software licensed to Speer Financial, Inc., municipal advisor to the Issuer, by a third-party vendor.

8. **Computations.** To the extent that we provided the Issuer and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are based on our understanding of directions that we have received from bond counsel regarding interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Dorsey & Whitney LLP, as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

The representations set forth in this certificate are limited to factual matters only. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate or other closing certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

DATED: September 2, 2025

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

General Rule Maturities

<u>Due (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
2027	\$260,000	4.000%	101.515%
2028	280,000	4.000	102.216
2029	290,000	4.000	102.621
2030	305,000	4.000	102.826
2031	315,000	4.000	102.578
2032	330,000	4.000	102.372
2033	345,000	4.000	101.772
2034	360,000	4.000	100.879
2036	375,000	4.000	100.000
2036	390,000	4.125	99.779

Undersold Maturities

None

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[if applicable]

RESOLUTION NO. 99-25

**A RESOLUTION APPROVING A PREANNEXATION AGREEMENT
BETWEEN TIMOTHY J. AND AMY L. LUECK AND THE CITY OF
DYERSVILLE**

WHEREAS, City of Dyersville and Timothy J. and Amy L. Lueck wish to enter into a Preannexation Agreement; and,

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

The Mayor and City Clerk are hereby authorized and ordered to enter into the Preannexation Agreement with Timothy J. and Amy L. Lueck on behalf of the City and to take any necessary actions to implement its provisions.

PASSED AND APPROVED this 4th day of August, 2025.

Jeff Jacque, Mayor

Tricia Maiers, City Clerk

Prepared and Recorded by Mick J. Michel, City of Dyersville,
340 1st Avenue East, Dyersville, Iowa 52040. 563.875.7724

PREANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of August 2025, by and between the City of Dyersville, Iowa (hereinafter called “City”), by and through the Mayor and City Council of said City (hereinafter collectively called “Corporate Authorities”), and Timothy J. and Amy L. Lueck (hereinafter called “Owners”).

WHEREAS, the Owners are the legal owner of record of real estate, the legal description of which is set forth in Exhibit “A” attached hereto, and by this express reference made a part hereof, said real estate being referred to as herein “Tract”. That, as of the date of this Agreement, said real estate is not contiguous to the corporate city limits of the City of Dyersville, and is generally described as shown on Exhibit “A”, attached hereto.

WHEREAS, the Tract constitutes territory which may be annexed to the City of Dyersville as provided in Chapter 368 of the Iowa Code; and

WHEREAS, the aforesaid Owners desire to have the Tract annexed to the City of Dyersville, Iowa upon certain terms and conditions as hereinafter set forth in the event the said Tract becomes contiguous to the City.

WHEREAS, notice of the proposed annexation shall be given to the Dubuque County Board of Supervisors and all others legally required to be notified pursuant to 368.7 of the Iowa Code at the time the Tract becomes contiguous to the City; and

WHEREAS, at the time the Tract becomes contiguous to the City and a public hearing has been held pursuant to 368.7 of the Iowa Code, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of said real estate to the City on the terms and conditioned hereinafter set forth would further the growth of the City, would provide the harmonious development of the City, would enable the City to control the development of the area and would serve the best interests of the City.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. This agreement is made pursuant to and in accordance with the provisions of Chapter 368 of the Iowa Code. The foregoing preambles and recitations are made a part of this agreement.

2. This agreement is for a term of twenty (20) years commencing on the date of execution, and to the extent permitted thereby. The parties also agree that they will extend this agreement for an additional twenty (20) years after the initial twenty (20) year term.
3. The Owners, upon execution of this agreement, will file with the City Clerk a petition to annex the Tract, as described herein, to the city of Dyersville, Iowa. It is agreed that said petition shall be held in trust until the Tract becomes contiguous. The petition relating to the Tract shall then be filed with the Corporate Authorities and shall be officially considered.
4. Upon filing the petition, the City shall give notice of the Petition for Annexation to the Dubuque County Board of Supervisors, or any other necessary entity.
5. The City agrees to pay the administrative costs associated to annexing the hereinbefore-described property, which includes filing and recording costs.
6. The City agrees to allow Owners to receive water and sanitary sewer services prior to annexation and to waive water and sanitary sewer hookup fees.
7. The Owners agree to pay for the costs of running water and sanitary sewer lines from the mains to their principal home, as well as the costs of the water meter.
8. This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of land that is the subject to this Agreement, assignees, and lessees, and on any successor municipal authorities of the City and successor municipalities for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by this agreement and amendments.
9. This agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained.
10. If any provision of the Agreement is held invalid, such provisions shall be deemed to be excised therefrom the invalidity thereof shall not effect any of the other provisions contained herein.
11. Any notice to be delivered pursuant to the terms of the agreement shall be delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses:

CITY OF DYERSVILLE
 CITY CLERK
 340 1ST AVENUE EAST
 DYERSVILLE, IOWA 52040

TIMOTHY AND AMY LUECK
31600 OLDE CASTLE ROAD
DYERSVILLE, IOWA 52040

END OF AGREEMENT

[Signature Page Follows Next]

IN WITNESS WHEREOF, the parties hereto have set their hands seals and have caused this instrument to be executed on the day and years first above written.

CITY OF DYERSVILLE, IOWA:

By: _____
Jeff Jacque, Mayor

(City Seal)

ATTEST:

Tricia L. Maiers, City Clerk

OWNERS:

By: _____
Timothy J. Lueck

By: _____
Amy L. Lueck

ATTACHMENT:

EXHIBIT A: Legal Description of Each Tract

EXHIBIT B: Plat of Annexation

LEGAL DESCRIPTION

The West One-Half (W1/2) of the West 208.71 feet of Lot 2 of Lot 1 of Lot 1 of Lot 2 of Southeast ¼ of Southwest ¼, Section 5, Township 88 North, Range 2 West of the 5th P.M., in Dodge Township, Dubuque County, Iowa, according to the Plat thereof in Book of Plats #32 Page 122, records of Dubuque County, Iowa.

**EXHIBIT A
TO ANNEXATION AGREEMENT**

**EXHIBIT A
TO PETITION FOR ANNEXATION AND ZONING**

PLAT OF ANNEXATION



**EXHIBIT B
TO ANNEXATION AGREEMENT
EXHIBIT B**

TO PETITION FOR ANNEXATION AND ZONING

CASE NO _____

DATE FILED _____

PETITION FOR ANNEXATION AND ZONING

TO: MAYOR AND CITY COUNCIL OF THE CITY OF DYERSVILLE, IOWA

The Petitioners, Timothy J. and Amy L. Lueck

RESPECTFULLY STATES UNDER OATH:

1. That the Petitioners are the sole owners of record of the following legally described land hereinafter to as the "Tract". See attached Legal Description, EXHIBIT A. The Tract is further identified as parcel number 1205376034.
2. The Tract is not situated within the limits of any municipality, but is contiguous to the City of Dyersville, Iowa.
3. That the Tract should be zoned a Single-Family Residential District for the following reasons: Compatible with current use and future expansion.

THE PETITIONERS RESPECTFULLY REQUEST:

1. That the above-described Tract be voluntarily annexed to the City of Dyersville, pursuant to Section 368.7 of the Code of Iowa, as amended.
2. That such other action may be taken as is appropriate in the premises.

END OF PETITION**[Petitioners' Statement Page Follows Next]**

PETITIONERS' STATEMENT

I hereby state that the preceding statements and all statements made in supplementary material, and all attached documents submitted by me are true and correct.

Signed on this _____ day of _____ 2025.

Telephone: _____

Subscribed and sworn before me this _____ day of _____, 2025.

Notary Public

ATTACHMENTS:

EXHIBIT A: Legal Description
EXHIBIT B: Plat of Annexation

RESOLUTION NO. 100-25

A RESOLUTION APPROVING THE COMMUNITY CATALYST BUILDING
REMEDATION GRANT AWARD AND AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO THE AGREEMENT WITH THE IOWA ECONOMIC
DEVELOPMENT AUTHORITY

WHEREAS, the Iowa Economic Development Authority (IEDA) has established the Community Catalyst Building Remediation Grant Program pursuant to Iowa Code section 15.231 to provide grants to cities for the remediation of underutilized buildings; and,

WHEREAS, the City of Dyersville submitted a grant application to IEDA for the remediation and redevelopment of the English Pub property located within the city limits; and,

WHEREAS, IEDA has approved the application and awarded a grant in the amount of \$100,000 under Agreement Number 25-CTBF-07, with a project completion date of July 14, 2027; and,

WHEREAS, the City of Dyersville desires to accept the grant award and enter into the agreement with IEDA to carry out the terms and conditions of the grant; and,

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

Section 1. That the City of Dyersville hereby approves the Community Catalyst Building Remediation Grant Award from the Iowa Economic Development Authority in the amount of \$100,000 for the English Pub project.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the Grant Agreement (Agreement Number 25-CTBF-07) with the Iowa Economic Development Authority on behalf of the City of Dyersville.

Section 3. That the City Administrator is further authorized to take all necessary actions to implement the terms of the agreement and ensure compliance with the reporting, reimbursement, and project completion requirements as outlined in the agreement.

PASSED AND APPROVED this 4th day of August, 2025.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Dyersville
AGREEMENT NUMBER: 25-CTBF-07
DATE OF AWARD LETTER: July 14, 2025
PROJECT COMPLETION DATE: July 14, 2027
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Dyersville, 1100 16th Ave Ct SE, Dyersville, Iowa 52040 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

11. REPORTING REQUIREMENTS. The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;
2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. PAYMENT PROCEDURES. Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. PUBLICATIONS. The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. REMEDY UPON TERMINATION. In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. NONASSIGNMENT OF AGREEMENT. The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE. The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. COMPLIANCE WITH STATE OR LOCAL BUILDING CODE.

- (a) The Grantee must provide evidence that the Project complies with the state building code, if either of the following applies:
 1. The Project is located in a governmental subdivision which has not adopted a local building code, or
 2. The Project is located in a governmental subdivision which has adopted a building code, but the building code is not enforced. If the state building code is applicable to the project, bidding for construction shall not be conducted prior to the written approval of final plans by the state building code bureau.
- (b) The Grantee must provide evidence that the Project complies with local building codes if the Project is located in a governmental subdivision which has adopted a local building code and the building code is enforced.

21. COMPLIANCE WITH EE0/AA PROVISIONS. The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material

breach of this Agreement.

22. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

23. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS AND PROJECT. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project

24. PUBLIC RECORDS: RECORDS RETENTION. All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

25. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

26. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

27. FINAL AUTHORITY. The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

28. USE OF NAME. The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

29. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

30. LEGISLATIVE CHANGES. The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

31. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

32. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

33. CONFLICT OF INTEREST. The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply

to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

34. MAINTENANCE OF INSURANCE. The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

35. DEVELOPMENT CONTRACT AGREEMENT. Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

36. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

37. NONAGENCY. The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

38. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

39. DOCUMENTS INCORPORATED BY REFERENCE. The following are hereby incorporated by reference:

- (a) Agreement Scope of Work and Budget
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

40. ORDER OF PRIORITY. In the event of a conflict between documents, the following order or priority shall be applied:

- (a) Articles 1-41 of this Grant Agreement.
- (b) Agreement Scope of Work and Budget
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

41. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Dyersville

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Mayor
City of Dyersville
1100 16th Ave Ct SE
Dyersville, Iowa 52040

BY:

Deborah Durham, Director
Iowa Economic Development Authority

RESOLUTION NO. 101-25

RESOLUTION OF INTENT TO VACATE AND DISPOSE OF CITY INTEREST IN PUBLIC UTILITY AND DRAINAGE EASEMENTS OVER AND ACROSS PART OF LOTS 27, 28 AND 29 IN CASTLE HILL, PLAT 4 IN THE CITY OF DYERSVILLE

WHEREAS, the City of Dyersville has determined that public utility and drainage easements over and across Part of Lots 27, 28 and 29 in Castle Hill, Plat 4 in the City of Dyersville are no longer needed for public use; and,

WHEREAS, the City Council of the City of Dyersville intends to vacate and dispose of its interest in said easements; and,

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

Section 1. This Council shall meet on the 18th day of August, 2025, at 6:00 PM, at the Memorial Building, 340 1st Avenue East, in the City, at which time and place proceedings will be instituted and action taken to approve, approve with conditions, or deny the intent to vacate and dispose of city interest in public utility and drainage easements over and across Part of Lots 27, 28 and 29 in Castle Hill, Plat 4 in the City of Dyersville.

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

NOTICE OF PUBLIC HEARING

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on the 18th day of August, 2025, at 6:00 PM, at which time and place proceedings will be instituted and action taken to approve, approve with conditions, or deny the intent to vacate and dispose of city interest in public utility and drainage easements over and across Part of Lots 27, 28 and 29 in Castle Hill, Plat 4 in the City of Dyersville.

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 at an adjournment thereof, take additional action to approve the resolution.

Tricia L. Maiers,
City Clerk

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

Passed and approved this 4th day of August, 2025.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

RECORDER'S INDEX

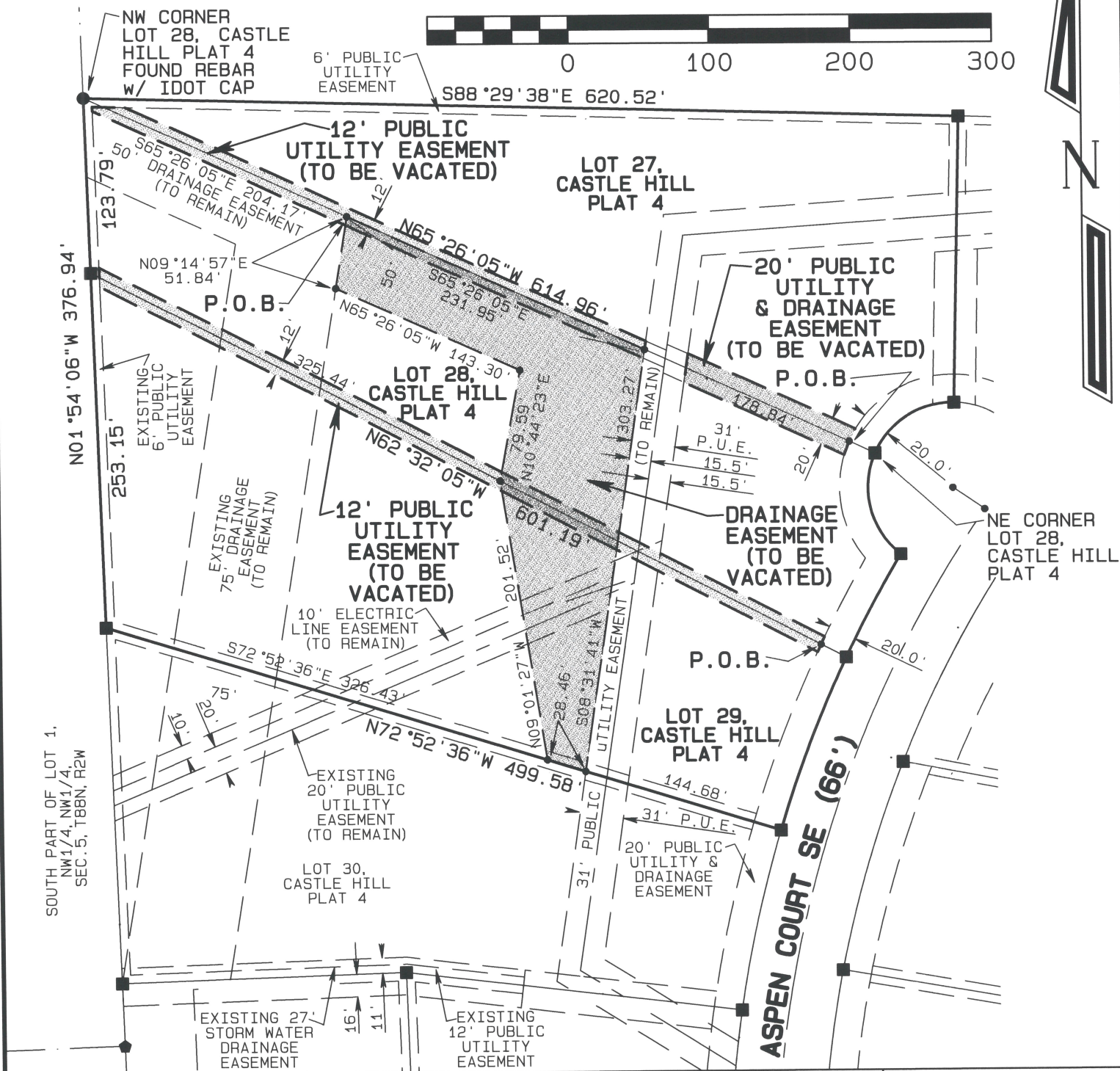
LOCATION: PART OF LOTS 27, 28 AND 29 IN CASTLE HILL PLAT 4 IN THE CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA.

REQUESTOR: TOM HAGEMAN
PROPRIETOR: HAGEMAN HOMES, LLC
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

EXHIBIT A

PLAT OF VACATION OF PUBLIC UTILITY AND DRAINAGE EASEMENTS
PART OF LOTS 27, 28 AND 29 IN CASTLE HILL PLAT 4 IN THE CITY OF DYERSVILLE, DUBUQUE COUNTY, IOWA.

GRAPHIC SCALE 1"=100'



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: 7/25/2025
My license renewal date is December 31, 2025.

Pages or sheets covered by this seal: THIS SHEET ONLY

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

Project: 2863DRAINEAS2
Survey Date: 7/24/2025
Sheet: 1 of 2

Exhibit B

Vacation Description – 12’ Public Utility Easement and the 20’ Public Utility and Drainage Easement:

A strip of land 12.0 feet in width located west of the existing 31.0 foot wide public utility easement and 20.0 feet in width located east of the existing 31.0 foot wide public utility easement being situated 6.0 feet and 10.0 feet on each side of the southerly line of Lot 27 and the northerly line of Lot 28 in Castle Hill Plat 4 in the City of Dyersville, Dubuque County, Iowa, more particularly described as follows: Beginning on the northerly line of said Lot 28 at a point 20.0 feet westerly of the northeast corner of said Lot 28; thence N65°26'05"W to 6.0 feet south of the north line of said Lot 27 and 6.0 feet east of the west line of said Lot 28 and there terminating.

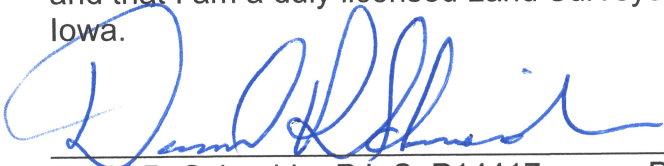
Vacation Description – 12’ Public Utility Easement:

A strip of land 12.0 feet in width being situated 6.0 feet on each side of the southerly line of Lot 28 and the northerly line of Lot 29 in Castle Hill Plat 4 in the City of Dyersville, Dubuque County, Iowa, more particularly described as follows: Beginning on the northerly line of said Lot 29 at a point 20.0 feet westerly of the northeast corner of said Lot 29; thence N62°32'05"W to 6.0 feet east of the west line of said Lot 28 and Lot 29 and there terminating.

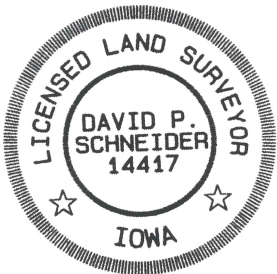
Vacation Description – Drainage Easement:

Part of Lot 28 and part of Lot 29 in Castle Hill Plat 4 in the City of Dyersville, Dubuque County, Iowa, more particularly described as follows: Commencing at the northwest corner of said Lot 28, thence S65°26'05"E, 204.17 feet along the northerly line of said Lot 28 to the point of beginning; thence continuing S65°26'05"E, 231.95 feet to the westerly line of the existing 31.0 foot wide public utility easement; thence S08°31'41"W, 303.27 feet along said westerly line to the southerly line of said Lot 29; thence N72°52'36"W, 28.46 feet along said southerly line; thence N09°01'27"W, 201.52 feet to the southerly line of said Lot 28; thence N10°44'23"E, 79.59 feet; thence N65°26'05"W, 143.30 feet to the easterly line of an existing 75.0 foot wide drainage easement; thence N09°14'57"E, 51.84 feet to the point of beginning, containing 0.661 acres.

I hereby certify that this land survey 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.

 7/25/2025

David P. Schneider P.L.S. P14417 Date:
My license renewal date is December 31, 2025.
Pages or sheets covered by this seal: Surveyor’s Certificate Only



Schneider Land Surveying & Planning, Inc.
P.O. Box 128 Farley, Iowa 52046 Job No. 2863vacate2
Phone: 563-744-3631
Email: daves@yousq.net Date: 7/24/2025

August 1, 2025

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

Subject: Request for Authorization to Proceed with Data Recovery Services for Cablcast Server

Dear Mayor and Members of the City Council:

Due to a recent power outage caused by a severe storm, City Hall experienced a failure in both its primary power supply and backup generator. As a result, the Cablecast Server—responsible for storing all city video content—suffered a critical disruption, leading to the unmounting of its disk drives and potential data loss.

To preserve and recover this essential data, I am requesting authorization to engage Gillware, Inc., a professional data recovery firm, to perform recovery services outlined in their Statement of Work (SOW 32203425). The scope includes forensic cloning, RAID analysis, data extraction, and secure delivery of recovered files. Gillware has committed to prioritizing our case and providing regular updates throughout recovery.

This recovery effort is not a budgeted item. Therefore, I am seeking Council approval to proceed and authorize the expenditure of funds. The estimated cost ranges from \$10,685 to \$23,600, depending on the extent of engineering hours and additional services required.

I respectfully request your approval to proceed with this engagement and authorize me to work directly with Gillware to initiate recovery.

Thank you for considering this request. I am available to discuss this matter further at your earliest convenience.

Sincerely,



Mick J. Michel,
City Administrator



Statement of Work

To: Mick Michel, City of Dyersville, 340 1st Avenue E, Dyersville, IA 52040

From: Sarah Seyler, Advanced Case Manager, Gillware, Inc. 1802 Wright St, Madison, WI 53704

Date: 07/22/2025

Case Number: 32203425

Gillware, Inc. ("Gillware") is being engaged by **Mick Michel of the City of Dyersville** ("Client" or "Customer"; collectively with Gillware, "Parties") as outlined in the Agreement to be providing data recovery service to Clients.

1. Introduction

Gillware understands the critical nature of your data recovery needs. Once we receive the drives and the signed agreement, our engineering team will begin work immediately. Your case will be treated as a top priority, with our senior engineers dedicated to recovering your data as efficiently as possible.

2. Scope of Work Overview

Gillware will provide the following data recovery services. The activities outlined below represent the key steps involved in the recovery process but may include additional actions as necessary to achieve the stated objectives.

Objective 1: Assess the feasibility of data recovery from the 6x8TB RAID 5 Storage array.

1. **Drive Delivery:** The client will deliver all drives to Gillware for evaluation.
2. **Forensic Cloning:** Gillware will create write-blocked forensic clones of all six drives. If required, individual drive repairs will be performed before cloning to ensure data integrity.
3. **RAID Analysis:** A RAID engineering specialist will analyze the forensic artifacts to reconstruct an optimal physical build of the RAID array.

4. **Data Recovery:** Gillware will recover data from the RAID system and perform quality assurance on the recovered files. Repairs may be conducted if necessary to ensure the usability of the data.
5. **Data Extraction:** Recovered data will be transferred to replacement storage, typically encrypted USB 3.0 hard drives.
6. **Data Delivery:** Data will be delivered incrementally as extractions are completed, provided all outstanding payments are up to date.

Additional Objective:

7. **Equipment Return:** After the data recovery is complete, Gillware will assist the client in returning any equipment.
8. **Clone Disposal:** Gillware will securely zero-fill and dispose of the forensic clones approximately three weeks after the initial engagement. During this grace period, clients are encouraged to verify the recovered data and confirm its successful reintegration into their systems.

3. Deliverables**What You Will Receive:**

- **Recovered Data:** Delivered promptly as each phase of recovery is completed.
- **Progress Updates:** Frequent communication to keep you informed of our progress.
- **Feasibility Report:** If any issues arise, you'll be notified immediately with a detailed analysis.

Not Included:

- Evidence Preservation
- Initial Incident Response
- Data Reintegration Support

4. Estimated Service Fees

Your case will receive immediate attention, with our engineers prioritizing recovery efforts. Below is a transparent estimate of the costs for this service:

Standard Service Description	Quantity	Total Price Estimate
Initial engineering hours to determine data recovery feasibility and recover data <i>(Base Retainer Covers Up to 20 Hours)</i>	20 Hours	\$7,500
Additional Engineering Hours <i>(if needed)</i>	Up to 20 hours	\$375 per hour (billed after 20 hours, up to 40 hours total)
Temporary Drive Repairs <i>Rate: \$1,800/drive</i>	0-2 Drives	\$0-\$3,600
Forensic write-blocked cloning <i>Rate: \$100/drive</i>	6	\$600
Temporary storage of clones and copies of data <i>Rate: \$.05 cents/GB</i>	48,000GB	\$2,400
Forensic Failure Analysis/Incident Report for Insurance <i>Rate: \$250 per hour</i>	0-2	\$0-\$500
Replacement media for data return <i>Rate: Dependent on how much data is recovered</i>	1	\$85-\$1,300
Shipping (Inbound and outbound)	1	\$100-\$200

Estimated Total: \$10,685 - \$23,600

Note: Gillware will notify the Client if additional work is required beyond the estimated scope and will only proceed with prior written approval.

5. Payment Terms

Because of the complexity of these recoveries, we offer handling with dedicated engineers. Our minimum retainer ensures you get expert attention right away, with a predictable cost structure so there are no surprises.

- **Upfront Retainer** – A \$10,685 retainer is required before work begins. This covers up to 20 hours of engineering time at our standard rate of \$375 per hour. All payments must be made before work begins, and the final balance must be paid before recovered data is returned. Please contact Sarah Seyler to arrange payment. She can be reached at 877-624-7206 Ext 8794 or sseyler@gillware.com
- **Additional Retainer for Cases Over 40 Hours** – If at any point we project the case will exceed 40 total hours, we will notify the client and require an additional retainer before continuing. The additional retainer will cover the remaining estimated hours needed to complete the recovery.
- **Final Cost** – If recovery is successful, the total cost will be a minimum of \$10,685, with the final amount determined by the total engineering hours used at \$375 per hour, along with any applicable costs outlined in the pricing table above.

6. Refund Policy

- If recovery is deemed infeasible due to catastrophic issues, Gillware will halt billable hours and refund any unused retainer funds.
- Costs for shipping, storage, cloning, and other infrastructure fees are non-refundable.
- If the case is completed in fewer hours or requires fewer resources than initially projected, the retainer will not be refunded. This pricing reflects the value of Gillware's specialized infrastructure, engineering expertise, and the handling of complex cases with care and urgency.

7. Timeline

Your project will be prioritized from the moment we receive the necessary drives and documentation. Our standard timeline for similar cases is **10-15 business days**, but our focus on prioritizing your recovery may expedite this. You will receive ongoing updates as we progress.

Final Notes

Thank you for entrusting Gillware with your critical data recovery. We are committed to delivering exceptional service and ensuring your satisfaction.

[Signature page follows]

EXECUTED AND AGREED:

For Client:

Mick Michel, City of Dyersville

Authorized signature

Date

For Gillware:

Sarah Seyler, Advanced Case Manager, Gillware Inc.

Authorized signature

Date

This Statement of Work ("SOW") is subject to the attached Terms of Service ("TOS"). Collectively, the TOS and the SOW are referred to as the "Agreement" and form the agreement between Gillware, Inc. ("Gillware") and the party named above ("Customer"). Any future services performed by Gillware for Customer will be subject to and governed by the terms of the Agreement; the parties may execute a separate SOW for future services, in which case the terms of such future SOW will also apply only to the extent applicable to the services performed thereunder.

TERMS OF SERVICE

Services

Customer engages Gillware and/or its partners or subcontractors to inspect, evaluate, and identify the problem (if not already identified); and/or analyze submitted data and report findings. Customer agrees, acknowledges, and understands that Gillware attempts to minimize the damage to, the equipment/data/media; and/or provide other services as may be requested by Customer and agreed to by Gillware from time to time. Customer agrees, acknowledges, and understands that actual performance of the Services may be made by affiliates or agents of Gillware and that Gillware has the right from time to time to subcontract any or all of the Services to third-party providers. For purposes of this Agreement, performance of services by any affiliate of Gillware or by any third-party provider engaged by Gillware shall be deemed performance by Gillware itself.

Payment Terms

Customer agrees to pay Gillware all sums authorized from time to time by Customer, which will typically include charges for Gillware services, shipping and insurance (both ways), and actual expenses, if any, for part, media and/or off the shelf software used in the services. Unless otherwise agreed to in advance by Gillware, all such sums are due and payable in advance, by company check, bank money order, or credit card. Services listed in a SOW are an estimate; Customer is responsible for actual services performed. Customer is responsible for all sales, use, excise, and other taxes, excluding taxes on Gillware's net income. Notwithstanding any other provision under this Agreement, if any invoice or portion thereof is not paid when due, Gillware may, upon providing notification via email, cease providing the services. Such cessation shall not relieve Customer from its obligation to pay amounts due and owing. IN THE EVENT GILLWARE TAKES ANY ACTION PURSUANT TO THIS SECTION, IT SHALL HAVE NO LIABILITY TO CUSTOMER OR ANYONE CLAIMING THROUGH CUSTOMER.

Term and Termination

This Agreement shall remain in effect during the term or performance of any SOWs agreed to by the parties (the "Term"). Without limiting the foregoing, in the event either party fails to perform any of its material obligations under this Agreement, and the defaulting party fails to substantially cure such default within sixty (60) days after receiving written notice from the non-defaulting party specifying the nature of the default, then the non-defaulting party may, by giving written notice to the other Party, terminate this Agreement or the applicable services as of the date specified in such notice of termination. Notwithstanding the foregoing, Customer shall pay Gillware for services already performed prior to the date of termination.

Confidentiality/Intellectual Property

All Confidential Information (as defined below) supplied by a party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") shall remain solely and exclusively the property of the Disclosing Party. Except as expressly authorized herein, as may reasonably be required to perform the Services or by prior written consent of the Disclosing Party, which consent may be withheld in the Disclosing Party's sole discretion, each Receiving Party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information. Each party shall be responsible for any unauthorized use or disclosure of any of the other Party's Confidential Information received by it and its affiliates and their respective employees, agents, representatives and consultants.

“Confidential Information” shall mean, with respect to either party, this Agreement, together with all confidential business or technical information or materials of such party; provided, however, that Confidential Information shall not include information or materials that the Receiving Party can demonstrate: (i) was known to the Receiving Party prior to the Effective Date free of any obligation of nondisclosure; (ii) was generally known or available to the public prior to the date of disclosure to the Receiving Party or subsequently became generally known or available to the public through no fault of the Receiving Party; (iii) was lawfully received by the Receiving Party from a third party free of any obligation of nondisclosure; or (iv) is or was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party.

Disclosures. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that the Receiving Party is required by law or any applicable governmental authority to do so; provided, however, that in such event, to the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party and shall cooperate with the Disclosing Party in any attempt to contest or limit such required disclosure, at the Disclosing Party's sole expense.

Ownership. Confidential Information will remain the property of the Disclosing Party, eligible for reuse/resale by the Disclosing Party. Without limiting the generality of Confidential Information, Gillware's information, including computer programs and software, documentation, methodologies, training aids and manuals, and procedures, belonging exclusively to Gillware shall be treated as Confidential Information and Customer shall not disclose, sell, assign, lease, or otherwise make available any such information to any third party or entity, other than its employees who require such information to perform their duties, and shall remain the property of Gillware, eligible for reuse/resale. Customer acknowledges that it has no rights in any software, hardware, systems, documentation, guidelines, procedures, methodologies, and similar related materials or processes, or any modifications thereof, provided by Gillware, except with respect to Customer's use of the same during the Term as part of the services. Any intellectual property developed by Gillware in the course of performance of this Agreement shall be the proprietary property of Gillware and shall be owned exclusively by Gillware. Gillware acknowledges that it has no rights in any software, hardware, systems, documentation, guidelines, procedures, and similar related materials or processes, or any modifications thereof, provided by Customer, except with respect to Gillware's use of the same in providing the Services during the Term. Customer shall, at Customer's sole cost, take whatever action is necessary for Gillware to be provided with nonexclusive rights and/or licenses to use software provided by Customer for use by Gillware in providing the Services. Business entities, government entities and organizations who employ Gillware's services provide Gillware the right to use for promotional purposes their respective copyright protected logos and/or names. If any such business entity, government entity or organization does not wish to allow Gillware use their respective copyright protected logo and/or name for promotional purposes, Gillware will remove the copyright protected logo and/or name promptly upon request.

Customer Resources

Customer will provide resources during each step of the assessment. The following is a list of the primary resources:

- Project plan review. This person will participate in the review and approval of the assessment project plan. This person should have authority to give us approval to begin the assessment
- Weekly Status, immediate contact. These persons will participate in weekly status meetings and be available throughout the assessment in the event that we need to make immediate contact with you.

- Intermediate results and final recovery review. These individuals will participate in the intermediate results review following the completion of the recovery phases and in the review after we provide the final reports to you. These individuals should have authority to accept the final report and acknowledge that we have completed the data recovery to your satisfaction.

Customer Responsibilities

Customer is responsible for the following:

- Provide a point of contact for questions and project status updates
- Respond to requests for information in a timely manner
- Obtain any necessary permission for examining systems managed or hosted by third parties
- Provide physical access to the storage as needed

Miscellaneous Provisions

Customer warrants to Gillware that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to Gillware; and Customer will defend, at its expense, indemnify, and hold Gillware harmless against any damages or expenses that may occur (including reasonable attorney fees), and pay any cost, damages, or attorney fees awarded against Gillware resulting from Customer's breach of this section.

This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof. This Agreement may be amended only by a writing signed by the parties.

The construction, interpretation and enforcement of this Agreement shall be governed by the substantive contract law of the State of Wisconsin without regard to its conflict of law provisions. The parties hereby irrevocably consent to venue and the personal jurisdiction (to the fullest extent permitted by applicable law) of the state and federal courts located in Dane County, Wisconsin for the resolution of any disputes arising hereunder.

Should any part, term, or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall no way be invalidated, impaired, or affected thereby.

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES: GILLWARE PROVIDES THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GILLWARE MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR

DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Customer agrees to reimburse Gillware its reasonable expenses, including attorney and other fees, incurred in collecting any amounts due and owing to Gillware under this Agreement.

Any confidentiality or indemnity terms shall survive any termination or expiration of this Agreement, as shall any other terms which explicitly or by their nature would survive termination.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original document, but all such counterparts together shall constitute one binding agreement. Counterparts may be provided or exchanged via facsimile or electronic transmission.

Independent Contractor

Gillware is an independent contractor. It shall have the direction and control of its employees in the provision of services to Customer. Nothing contained in this Agreement shall be construed to create a partnership between the parties or to authorize either party to act as a general agent of the other party. Neither party shall have any authority to make contracts, commitments, statements or representations on behalf of the other party, except as set forth in this Agreement.

Limitation of Liability

Customer acknowledges that the equipment/data/media may be damaged prior to Gillware's receipt, and Customer further acknowledges that the efforts of Gillware to perform the services may result in the destruction of or further damage to the equipment/data/media. GILLWARE REGRETS THAT IT CANNOT AND WILL NOT ASSUME RESPONSIBILITY FOR DAMAGE THAT MAY OCCUR TO THE CUSTOMER'S EQUIPMENT/DATA/MEDIA ARISING FROM GILLWARE'S EFFORTS TO PROVIDE THE SERVICES.

IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GILLWARE WILL NOT BE LIABLE FOR ANY DAMAGES DUE TO ANY VIRUS, WORM, TROJAN HORSE, OR SIMILAR MALWARE.

IN NO EVENT SHALL GILLWARE, ITS AFFILIATES, SUBCONTRACTORS, SUPPLIERS OR LICENSORS OR ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO CUSTOMER FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DAMAGES ARISING OUT OF OR BASED UPON THIS AGREEMENT IN AN AMOUNT EXCEEDING THE FEES PAID DURING THE PRECEDING THREE MONTHS BY CUSTOMER TO GILLWARE PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

