

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 List**
- 2. Approve Minutes** City Council Meeting - May 1, 2023
- 3. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - April 11, 2023
- 4. Blasting Permit** Bennett Explosives, Inc. - May 2023
- 5. Blasting Permit** Bennett Explosives, Inc - June 2023
- 6. Special Class C Retail Alcohol License (5 Day) June 5 - 9, 2023** Dyersville Chamber of Commerce Downtown Summer Nights
- 7. Special Class C Retail Alcohol License (5 Day) July 10 - 14, 2023** Dyersville Chamber of Commerce Downtown Summer Nights
- 8. Class C Retail Alcohol License** Mixtera Grill Dyersville
- 9. Parade Permit** Dyersville Industries, Inc. - 37th Annual Dyersville Tractor Parade - June 3, 2023 at 6:30 pm
- 10. Request** from Dyersville Industries, Inc. requesting permission to use the public streets for the 20th Annual Dyersville Tractor Ride on Friday, June 2, 2023 at 8:30 am
- 11. Parade Permit** Basilica of St. Francis Xavier - Corpus Christi Procession - June 11, 2023
- 12. Request** from the Fuse to block 4-5 parking spots in front of their business on July 15, 2023
- 13. Request** from James Kennedy Public Library to close their parking lot for a live animal program for their Summer Reading Program on June 19, 2023 from 8:00 am - 2:30 pm

- 14. Request** from the Dyersville Area Chamber of Commerce to use Legacy Square for the June 9th & July 14th Downtown Summer Nights and to close 2nd St SW in front of St. Francis Xavier School between 2nd Ave & 3rd Ave SW for the Firemen's Waterball in June.
- 15. Resolution No. 32-23** hiring Police Officer for the City of Dyersville
- 16. Resolution No. 33-23** Setting the Salaries for the Dyersville Family Aquatic Center Summer Employees of the City of Dyersville for 2023
- 17. Resolution No. 34-23** Setting the Salary for an Employee of the City of Dyersville
- 18. Resolution No. 37-23** fix a date for a public hearing on proposal to enter into a General Fund Snow Plow Truck Lease-Purchase Agreement with lease payments thereunder in an amount not to exceed \$225,000
- 19. Authorize Mayor to Sign** Change Order No. 5 - Dyersville East Road Utilities Extension 2022 - Sanitary Sewer & Force Main - Tschiggfrie Excavating, Co. - \$11,323.87
- 20. Authorize Mayor to Sign** Contract Payment No. 5 to Tschiggfrie Excavating Co. in the amount of \$97,814.68 for Dyersville East Road Utility Extension 2022 - Sanitary Sewer & Force Main
- 21. Authorize Mayor to Sign** Contract Payment No. 8 to Portzen Construction, Inc. in the amount of \$76,415.83 for Dyersville East Road Utility Extension 2022 - Contract D - Lift Station & Linear Sewer Onsite
- 22. Authorize Mayor to Sign** Contract Payment No. 2 to F.L. Krapfl, Inc. in the amount of \$122,114.71 for Dyersville East Road Utility Extension 2022 - Contract C Water Pumping Station
- 23. Authorize Mayor to Sign** Contract Payment No. 3 to Top Grade Excavating, Inc. in the amount of \$306,271.82 for Dyersville East Road Utility Extension 2022 - Contract E Water & Sewer
- 24. Receive & File** Sewer Jetting Notice
- 25. Receive & File** Staff Report - Police - May 2023
- 26. Receive & File** Staff Report - Library - May 2023
- 27. Receive & File** Staff Report - Parks & Recreation - May 2023
- 28. Receive & File** Staff Report - Public Works - May 2023
- 29. Receive & File** - Staff Report - City Administrator - May 2023
- 30. Miscellaneous Correspondence** Board Member Advertisement

ACTION ITEMS

- 31. 6:00 P.M. Public Hearing** on amendment of current city budget for fiscal year ending June 30, 2023
- 32. Resolution No. 36-23** adopting amendment of current city budget for fiscal year ending June 30, 2023

- 33. Resolution No. 35-23** approving agreement between City of Dyersville, Tucktara, LLC, and Penn House LLC Partners for Building Renovations, Pennsylvania House Apartments Project
- 34. Resolution No. 38-23** awarding and approving contract for the demolition through Hazard Mitigation Grant Program Funds for Property at 309 3rd Avenue SW in the Flood Buyout Program
- 35. Resolution No. 39-23** approving grant agreement between Enhance Iowa Board and City of Dyersville, Sports Tourism Infrastructure Grant
- 36. Discussion and Possible Action** on funding request for American Legion Post 137

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01358 - 05.15.23 Bills - AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
STREICHER'S	I1629462	Uniform Belt	001-5-110-1-61804	SODAWASSER UNIFORMS	21.00
STREICHER'S	I1629501	Uniform Pants	001-5-110-1-61804	SODAWASSER UNIFORMS	160.00
TAUKE MOTORS	39222	Oil Change	001-5-110-1-63320	VEHICLE REPAIRS	57.67
TAUKE MOTORS	39288	Oil Change/Rotate Tires	001-5-110-1-63320	VEHICLE REPAIRS	97.43
TAUKE MOTORS	39312	Battery	001-5-110-1-63320	VEHICLE REPAIRS	380.98
TAUKE MOTORS	39447	Replace Rear Lamp	001-5-110-1-63320	VEHICLE REPAIRS	71.84
RACOM CORPORATION	DB190999	Repair Spotlight	001-5-110-1-63320	VEHICLE REPAIRS	145.00
FUERSTE CAREW COYLE JUER...	02812	Citations	001-5-110-1-64110	LEGAL FEES	66.00
ACCESS SYSTEMS	34001885	Copy Machine Lease	001-5-110-1-65060	OFFICE SUPPLIES	23.50
SCHROEDER, BRENT C.	04.28.23	Sew on Shirt Patches	001-5-110-1-65407	DEPARTMENT SUPPLIES	72.00
Department 110 - POLICE Total:					1,095.42
Department: 140 - FLOOD CONTROL					
VERIZON WIRELESS	9933426000	Cell Phone M2M	001-5-140-1-67610	EROSION CONTROL	21.06
Department 140 - FLOOD CONTROL Total:					21.06
Department: 150 - FIRE					
J & L LUMBER	156062	Drywall	001-5-150-1-63180	BUILDINGS/GROUNDS MAINT...	30.00
Department 150 - FIRE Total:					30.00
Department: 210 - TRANSPORTATION					
GIANT WASH	3180	Vorwald Uniforms	001-5-210-2-61806	VORWALD TJ UNIFORMS	9.33
GIANT WASH	3180	Maahs Uniforms	001-5-210-2-61807	MAAHS UNIFORMS	12.23
WANDSNIDER, JOHN	03.31.23	Meetings - Meals	001-5-210-2-62300	MEETINGS/TRAINING	74.00
UNITY POINT CLINIC - OCCUPA...	175724	Drug Testing	001-5-210-2-64122	DRUG TESTING	84.00
MEDICAL ASSOCIATES CLINIC	222464	Testing	001-5-210-2-64122	DRUG TESTING	52.00
J & J LAWN CARE	24348	Rock Removal	001-5-210-2-64322	CONTRACTED SERVICES	175.00
J & J LAWN CARE	24413	Mowing Contract	001-5-210-2-64322	CONTRACTED SERVICES	2,695.88
ACE HOMEWORKS	251367	Grass Seed/Fertilizer/Cultivator	001-5-210-2-65407	DEPARTMENT SUPPLIES	84.45
JOHN DEERE FINANCIAL	5497380	Jack	001-5-210-2-65407	DEPARTMENT SUPPLIES	75.19
ACCESS SYSTEMS	INV1364799	Copy Machine	001-5-210-2-65407	DEPARTMENT SUPPLIES	80.66
SKYLINE WINTER SERVICES	417851	Streets Hot Mix	001-5-210-2-67621	STREET REHABILITATION	840.00
Department 210 - TRANSPORTATION Total:					4,182.74
Department: 410 - LIBRARY					
GIANT WASH	3180	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	6.47
ACCESS SYSTEMS	33858392	Copier Contract	001-5-410-4-64316	CONTRACTS	197.29
MM MECHANICAL	5323	Annual Service Contract	001-5-410-4-64316	CONTRACTS	1,890.00
FAREWAY STORES INC	00037660	Program Supplies	001-5-410-4-65060	OFFICE SUPPLIES	1.99
HERITAGE PRINTING CO	111049	Marketing	001-5-410-4-65060	OFFICE SUPPLIES	143.55
HERITAGE PRINTING CO	111193	Summer Reading Program Sup...	001-5-410-4-65060	OFFICE SUPPLIES	38.07
BAKER & TAYLOR BOOKS	2037435692	CD Processing	001-5-410-4-65060	OFFICE SUPPLIES	24.95
BAKER & TAYLOR BOOKS	2037467772	Supplies - CD Processing	001-5-410-4-65060	OFFICE SUPPLIES	9.98
BLACKSTONE PUBLISHING	2095818	CD Processing	001-5-410-4-65060	OFFICE SUPPLIES	5.90
BLACKSTONE PUBLISHING	2098122	Supplies - CD Processing	001-5-410-4-65060	OFFICE SUPPLIES	2.95
COMPLETE OFFICE OF WISCO...	453860	Building Supplies	001-5-410-4-65060	OFFICE SUPPLIES	97.85
MR LOCK & KEY	4613	Vacuum Bags	001-5-410-4-65060	OFFICE SUPPLIES	16.95
BAKER & TAYLOR BOOKS	0003279976	Books Returned	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	-12.00
BAKER & TAYLOR BOOKS	0003279977	Books returned	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	-10.19
BAKER & TAYLOR BOOKS	0003279978	Books returned	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	-15.39
OVERDRIVE	06497CO23049046	Electronic Media	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	579.77
OVERDRIVE	06497CO23117937	Electronic Media	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	547.99
CENTER POINT PUBLISHING	2002730	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	25.32
BAKER & TAYLOR BOOKS	2037415584	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	360.00
BAKER & TAYLOR BOOKS	2037431276	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	132.59

Expense Approval Register

Packet: APPKT01358 - 05

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
BAKER & TAYLOR BOOKS	2037435207	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	97.31
BAKER & TAYLOR BOOKS	2037435692	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	109.98
BAKER & TAYLOR BOOKS	2037435834	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	111.63
BAKER & TAYLOR BOOKS	2037444204	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	47.29
BAKER & TAYLOR BOOKS	2037444204	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	229.97
BAKER & TAYLOR BOOKS	2037444204	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	53.39
BAKER & TAYLOR BOOKS	2037454563	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	91.10
BAKER & TAYLOR BOOKS	2037454563	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	11.37
BAKER & TAYLOR BOOKS	2037467772	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	43.99
BAKER & TAYLOR BOOKS	2037481451	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	96.71
BAKER & TAYLOR BOOKS	2037481451	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	35.34
BLACKSTONE PUBLISHING	2095818	Audio Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	59.38
BLACKSTONE PUBLISHING	2098122	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	40.50
BLACKSTONE PUBLISHING	2098777	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	26.99
INGRAM LIBRARY SERVICES	62912613	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	19.77
INGRAM LIBRARY SERVICES	62912613	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	178.22
INGRAM LIBRARY SERVICES	62912959	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	231.98
INGRAM LIBRARY SERVICES	67588172	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	35.54
INGRAM LIBRARY SERVICES	67588172	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	124.05
Department 410 - LIBRARY Total:					5,688.55

Department: 430 - PARKS

J & J LAWN CARE	24345	Lime/Sod/Bleachers	001-5-430-4-64322	CONTRACTED SERVICES	3,195.00
J & J LAWN CARE	24348	Rock Removal	001-5-430-4-64322	CONTRACTED SERVICES	180.00
J & J LAWN CARE	24348	Snow Removal - WD Elementa...	001-5-430-4-64322	CONTRACTED SERVICES	73.60
J & J LAWN CARE	24413	Mowing Contract	001-5-430-4-64322	CONTRACTED SERVICES	2,695.88
J & J LAWN CARE	24423	Spring Lawn Service	001-5-430-4-64322	CONTRACTED SERVICES	867.00
ACE HOMEWORKS	251223	Cable Ties	001-5-430-4-65407	DEPARTMENT SUPPLIES	4.04
ACE HOMEWORKS	251463	Fasteners/Wood Screws	001-5-430-4-65407	DEPARTMENT SUPPLIES	26.28
ACE HOMEWORKS	251529	Adapter/Locknut/Bushing	001-5-430-4-65407	DEPARTMENT SUPPLIES	16.10
JOHN DEERE FINANCIAL	5493827	Cable Ties/Batteries/Hardware	001-5-430-4-65407	DEPARTMENT SUPPLIES	129.10
JOHN DEERE FINANCIAL	5499973	Pliers/Pry Bar	001-5-430-4-65407	DEPARTMENT SUPPLIES	41.23
DAVIDSHOFER, BARBARA	701915	Grommets - Pickle Ball Court	001-5-430-4-65407	DEPARTMENT SUPPLIES	90.80
K & K LOGO DESIGNS LTD	1563365	Baseball/Softball Uniforms	001-5-430-4-65410	SOFTBALL PROGRAM SUPPLIES	470.50
K & K LOGO DESIGNS LTD	1563365	Baseball/Softball Uniforms	001-5-430-4-65411	BASEBALL PROGRAM SUPPLIES	470.50
EXVORTE ENGINEERING	05.02.23	Legacy Square Design	001-5-430-4-67274	CAPITAL IMPROVEMENTS/EQU...	525.00
ACE HOMEWORKS	251478	Hole Dozer/Cement/WD40	001-5-430-4-67274	CAPITAL IMPROVEMENTS/EQU...	59.73
CRESCENT ELECTRIC SUPPLY	S511350501.001	Conduit - Square Ligjting	001-5-430-4-67274	CAPITAL IMPROVEMENTS/EQU...	1,333.70
CRESCENT ELECTRIC SUPPLY	S511350501.002	Elbows/Couplings - Square Lig...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/EQU...	41.19
CRESCENT ELECTRIC SUPPLY	S511366267.001	Conduit - Legacy Square	001-5-430-4-67274	CAPITAL IMPROVEMENTS/EQU...	433.07
CRESCENT ELECTRIC SUPPLY	S511366267.002	Couplings - Legacy Square Elec...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/EQU...	263.94
CRESCENT ELECTRIC SUPPLY	S511366978.001	Conduit - Legacy Sq Electrical	001-5-430-4-67274	CAPITAL IMPROVEMENTS/EQU...	171.24
CRESCENT ELECTRIC SUPPLY	S511366978.002	Couplings	001-5-430-4-67274	CAPITAL IMPROVEMENTS/EQU...	223.34
CRESCENT ELECTRIC SUPPLY	S511368535.001	Circuit Breaker/Box/Panels/Ac...	001-5-430-4-67274	CAPITAL IMPROVEMENTS/EQU...	2,606.61
Department 430 - PARKS Total:					13,917.85

Department: 445 - AQUATIC CENTER

JOHN DEERE FINANCIAL	5494936	Soap/Sealer/Broom	001-5-445-4-63327	MAINTENANCE	67.77
GDM CNC ROUTING INC	9155	Basket Covers	001-5-445-4-63327	MAINTENANCE	570.00
J & J LAWN CARE	24348	Clean up Leaves	001-5-445-4-64322	CONTRACTED SERVICES	162.50
J & J LAWN CARE	24423	Spring Lawn Service	001-5-445-4-64322	CONTRACTED SERVICES	102.00
ACE HOMEWORKS	251537	Plug/Coupler/Battery	001-5-445-4-65407	DEPARTMENT SUPPLIES	37.45
Department 445 - AQUATIC CENTER Total:					939.72

Department: 460 - COMMUNITY CENTER

EAGLE POINT ENERGY 5	DYERSVL66	Social Center Solar Energy	001-5-460-4-63710	ELECTRICITY	394.20
TJ CLEANING SERVICES	05.04.23 Soc Ctr	Cleaning Services Wk of 4/28 t...	001-5-460-4-64322	CONTRACTED SERVICES	170.00
TJ CLEANING SERVICES	05.11.23 Soc Ctr	Cleaning Services Wk of 5/5 to...	001-5-460-4-64322	CONTRACTED SERVICES	150.00
PRIER BROS INC	24842	Service - Repair Thermostat	001-5-460-4-64322	CONTRACTED SERVICES	83.50
GIANT WASH	3180	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	6.47
CAPITAL SANITARY SUPPLY	D135672	Tissue	001-5-460-4-65407	DEPARTMENT SUPPLIES	60.88
Department 460 - COMMUNITY CENTER Total:					865.05

Expense Approval Register

Packet: APPKT01358 - 05.

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Department: 470 - OTHER CULTURE					
ACE HOMEWORKS	251327	Flowers/Plants	001-5-470-4-64313	TREES FOREVER/GARDEN CLUB	293.70
ACE HOMEWORKS	251336	Garden Tools	001-5-470-4-64313	TREES FOREVER/GARDEN CLUB	13.71
ACE HOMEWORKS	251402	Fertilizer/Gloves	001-5-470-4-64313	TREES FOREVER/GARDEN CLUB	32.54
JOHN DEERE FINANCIAL	5501950	Flowers/Plants	001-5-470-4-64313	TREES FOREVER/GARDEN CLUB	209.84
CONFERENCE TECHNOLOGIES ...	SAINV101857	Channel 8 Cable Server	001-5-470-4-65400	NEW CABLE EQUIPMENT	12,431.00
Department 470 - OTHER CULTURE Total:					12,980.79
Department: 620 - CLERK, TREAS & FINANCE					
QUILL CORPORATION	32194549	Rubber Bands	001-5-620-6-65060	OFFICE SUPPLIES	4.34
ACCESS SYSTEMS	34001885	Copy Machine Lease	001-5-620-6-65060	OFFICE SUPPLIES	23.48
Department 620 - CLERK, TREAS & FINANCE Total:					27.82
Department: 650 - CITY HALL & GEN BLDGS					
TJ CLEANING SERVICES	05.04.23 City	Cleaning Services Wk of 4/28 t...	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
TJ CLEANING SERVICES	05.11.23 City	Cleaning Services Wk of	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
ACE HOMEWORKS	251500	DampRid	001-5-650-6-63100	BUILDING MAINTENANCE	11.43
GIANT WASH	3180	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	26.97
EAGLE POINT ENERGY 5	DYERSVL66	P & A Solar Energy	001-5-650-6-63710	ELECTRICITY	355.68
AIRESPRING	172096197	Phone	001-5-650-6-63730	TELEPHONE	328.97
IMON COMMUNICATIONS LLC	3010769	Internet Services	001-5-650-6-63730	TELEPHONE	1,005.00
IMON COMMUNICATIONS LLC	3044123	Internet Services	001-5-650-6-63730	TELEPHONE	1,005.00
COMPUTER DOCTORS INC	104460	Software Renewal	001-5-650-6-64322	CONTRACTED SERVICES	2,136.00
Department 650 - CITY HALL & GEN BLDGS Total:					5,269.05
Department: 660 - TORT LIABILITY					
SERVPRO OF DUBUQUE	8427131	Water Clean Up	001-5-660-6-64081	INSURANCE CLAIMS	3,344.98
Department 660 - TORT LIABILITY Total:					3,344.98
Department: 670 - OTHER GENERAL GOVT					
HOLIDAY INN CONFERENCE C...	463999	Meeting - IMFOA Room	001-5-670-6-62300	MEETINGS/TRAINING	224.00
DYERSVILLE COMMERCIAL	04234079	Legal Notices	001-5-670-6-64020	PUBLICATIONS	422.82
ACCESS SYSTEMS	34001886	Copy Machine Lease	001-5-670-6-64316	CONTRACTS	233.35
Department 670 - OTHER GENERAL GOVT Total:					880.17
Fund 001 - GENERAL FUND Total:					49,243.20
Fund: 002 - LIBRARY TRUST FUND					
Department: 410 - LIBRARY					
FAREWAY STORES INC	00125208	Program - Brain Fitness	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	6.96
FAREWAY STORES INC	00126485	Kids Can Cook	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	19.58
FAREWAY STORES INC	00160200	Program - Brain Fitness	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	20.02
FAREWAY STORES INC	00161867	Program - Brain Fitness	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	8.48
GUDENKAUF, DEB	05.01.23	Brain Fitness Snacks	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	25.83
HERITAGE PRINTING CO	111168	StoryWalk Supplies	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	23.00
K & K LOGO DESIGNS LTD	1563305	Program prize	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	9.00
SCHOOL LIFE	200070717	Summer Reading Program Inc...	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	174.70
CENTER POINT PUBLISHING	2002730	McCool Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	25.32
CENTER POINT PUBLISHING	2002730	Rardin Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	25.32
BAKER & TAYLOR BOOKS	2037431276	Adopt A Book	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	16.52
BAKER & TAYLOR BOOKS	2037431276	Books - Westermeyer Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	17.10
BAKER & TAYLOR BOOKS	2037481451	Adopt A Book	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	15.96
BAKER & TAYLOR BOOKS	2037481451	Westermeyer Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	48.44
ACE HOMEWORKS	251067	StoryWalk Supplies	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	8.76
KANOPY INC	348619-PPU	Streaming Video	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	37.00
HOOPLA BY MIDWEST TAPE	503723190	Streaming Services	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	207.54
BOOK BUNDLER, THE	D2298	Pop-Up Library	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	716.98
Department 410 - LIBRARY Total:					1,406.51
Fund 002 - LIBRARY TRUST FUND Total:					1,406.51
Fund: 110 - ROAD USE FUND					
Department: 210 - TRANSPORTATION					
JOHN DEERE FINANCIAL	5502935	Garden Straw	110-5-210-2-64170	WINTER STREET MAINTENANCE	17.99

Expense Approval Register

Packet: APPKT01358 - 05.

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
RIVER CITY PAVING	4300022214	Street Patching	110-5-210-2-67621	STREET REHABILITATION	8,381.57
Department 210 - TRANSPORTATION Total:					8,399.56
Fund 110 - ROAD USE FUND Total:					8,399.56

Fund: 112 - TRUST AND AGENCY FUND

Department: 460 - COMMUNITY CENTER

THOMPSON, TERRY	04.29.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT REF...	100.00
ROEDER, LYNANN	04.29.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT REF...	200.00
ROEDER, BRIAN or KERRY	04.30.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT REF...	100.00
UNGS, RUTH	05.06.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT REF...	100.00
LEICK, RUTH	05.07.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT REF...	200.00
KRAMER, KAREN	05.07.23	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT REF...	100.00
Department 460 - COMMUNITY CENTER Total:					800.00
Fund 112 - TRUST AND AGENCY FUND Total:					800.00

Fund: 301 - CAPITAL PROJECTS FUND

Department: 723 - CAPITAL PROJECT

IMPACT7G	30069	Wetland - Monitoring	301-5-723-8-64063	ENGINEERS FEES	880.00
ORIGIN DESIGN CO	78811	Water Restoration - Consultant	301-5-723-8-64063	ENGINEERS FEES	495.00
Department 723 - CAPITAL PROJECT Total:					1,375.00
Fund 301 - CAPITAL PROJECTS FUND Total:					1,375.00

Fund: 600 - WATER FUND

Department: 810 - WATER

GIANT WASH	3180	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	7.88
GIANT WASH	3180	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	13.68
EAGLE POINT ENERGY 5	DYERSVL66	Well 4 Solar Energy	600-5-810-9-63710	ELECTRICITY	2,364.00
MICROBAC LABORATORIES	WL2301244	Testing	600-5-810-9-64317	TESTING	77.50
J & J LAWN CARE	24348	Rock Removal	600-5-810-9-64322	CONTRACTED SERVICES	66.00
J & J LAWN CARE	24413	Mowing Contract	600-5-810-9-64322	CONTRACTED SERVICES	2,695.87
QUILL CORPORATION	32194549	Rubber Bands	600-5-810-9-65060	OFFICE SUPPLIES	5.00
ACCESS SYSTEMS	34001885	Copy Machine Lease	600-5-810-9-65060	OFFICE SUPPLIES	23.48
FERGUSON WATERWORKS #2...	0453375	Meter Radio Heads	600-5-810-9-65407	DEPARTMENT SUPPLIES	3,577.65
MIDWEST PATCH / HI VIZ SAFE...	2718	Locate Paint & Flags	600-5-810-9-65407	DEPARTMENT SUPPLIES	392.00
USA BLUE BOOK	342137	Testing Supplies	600-5-810-9-65407	DEPARTMENT SUPPLIES	433.62
USA BLUE BOOK	346303	Tape/Probe	600-5-810-9-65407	DEPARTMENT SUPPLIES	183.03
JOHN DEERE FINANCIAL	5494565	Hose Accy's/Bucket/Deodorizer	600-5-810-9-65407	DEPARTMENT SUPPLIES	39.89
HAWKINS WATER TREATMENT	6462436	Azone/Tonkazorb	600-5-810-9-65407	DEPARTMENT SUPPLIES	2,980.56
Department 810 - WATER Total:					12,860.16
Fund 600 - WATER FUND Total:					12,860.16

Fund: 602 - WATER CAPITAL ACCOUNT

Department: 723 - CAPITAL PROJECT

AUTOMATIC SYSTEMS CO	040189	Flow meters/Switches/Enginee...	602-5-723-9-64063	ENGINEERS FEES	101,460.00
ORIGIN DESIGN CO	78805	Dys East Rd Water - Constructi...	602-5-723-9-64063	ENGINEERS FEES	35,519.00
Department 723 - CAPITAL PROJECT Total:					136,979.00
Fund 602 - WATER CAPITAL ACCOUNT Total:					136,979.00

Fund: 610 - SEWER FUND

Department: 815 - SEWER

GIANT WASH	3180	Woodward Uniforms	610-5-815-9-61810	WOODWARD UNIFORMS	10.78
GIANT WASH	3180	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	9.33
TAUKE MOTORS	39314	Struts/4 Wheel Alignment	610-5-815-9-63320	VEHICLE REPAIRS	898.17
JOHN DEERE FINANCIAL	5498008	Tape/Filter	610-5-815-9-63320	VEHICLE REPAIRS	10.16
MICROBAC LABORATORIES	NT2306810	Testing	610-5-815-9-64317	TESTING	532.00
MICROBAC LABORATORIES	WL2301244	Testing	610-5-815-9-64317	TESTING	824.00
J & J LAWN CARE	24413	Mowing Contract	610-5-815-9-64322	CONTRACTED SERVICES	2,695.87
ACCESS SYSTEMS	34001885	Copy Machine Lease	610-5-815-9-65060	OFFICE SUPPLIES	23.48
MIDWEST PATCH / HI VIZ SAFE...	2718	Locate Supplies & Paint	610-5-815-9-65407	DEPARTMENT SUPPLIES	392.00
JOHN DEERE FINANCIAL	5502908	Cable Ties	610-5-815-9-65407	DEPARTMENT SUPPLIES	15.99
HAWKINS WATER TREATMENT	6462435	Azone	610-5-815-9-65407	DEPARTMENT SUPPLIES	503.13
HAUSERS WATER SYSTEMS	70877	Pressure Sensor	610-5-815-9-65407	DEPARTMENT SUPPLIES	669.00

Expense Approval Register

Packet: APPKT01358 - 05. Item 1. P

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
BELL BANK EQUIPMENT FINA...	75200	Sewer Jetter	610-5-815-9-67274	CAPITAL IMPROVEMENTS/EQU..	4,689.80
				Department 815 - SEWER Total:	11,273.71
				Fund 610 - SEWER FUND Total:	11,273.71
Fund: 612 - SEWER CAPITAL ACCOUNT					
Department: 723 - CAPITAL PROJECT					
AUTOMATIC SYSTEMS CO	040190	Float Switches/Transmitter/Fr...	612-5-723-9-64063	ENGINEERS FEES	49,005.00
ORIGIN DESIGN CO	78804	Dys East Road Util - Constructi...	612-5-723-9-64063	ENGINEERS FEES	21,498.00
				Department 723 - CAPITAL PROJECT Total:	70,503.00
				Fund 612 - SEWER CAPITAL ACCOUNT Total:	70,503.00
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
BI-COUNTY DISPOSAL INC	446209	Garbage/Recycling Fees	670-5-840-9-64316	CONTRACTS	25,925.70
DYERSVILLE COMMERCIAL	04237882	Spring Clean Up Ads	670-5-840-9-65060	OFFICE SUPPLIES	211.00
ACCESS SYSTEMS	34001885	Copy Machine Lease	670-5-840-9-65407	DEPARTMENT SUPPLIES	23.48
				Department 840 - SOLID WASTE Total:	26,160.18
				Fund 670 - SOLID WASTE FUND Total:	26,160.18
				Grand Total:	319,000.32

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	49,243.20
002 - LIBRARY TRUST FUND	1,406.51
110 - ROAD USE FUND	8,399.56
112 - TRUST AND AGENCY FUND	800.00
301 - CAPITAL PROJECTS FUND	1,375.00
600 - WATER FUND	12,860.16
602 - WATER CAPITAL ACCOUNT	136,979.00
610 - SEWER FUND	11,273.71
612 - SEWER CAPITAL ACCOUNT	70,503.00
670 - SOLID WASTE FUND	26,160.18
Grand Total:	319,000.32

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61804	SODAWASSER UNIFORMS	181.00
001-5-110-1-63320	VEHICLE REPAIRS	752.92
001-5-110-1-64110	LEGAL FEES	66.00
001-5-110-1-65060	OFFICE SUPPLIES	23.50
001-5-110-1-65407	DEPARTMENT SUPPLIES	72.00
001-5-140-1-67610	EROSION CONTROL	21.06
001-5-150-1-63180	BUILDINGS/GROUNDS MA...	30.00
001-5-210-2-61806	VORWALD TJ UNIFORMS	9.33
001-5-210-2-61807	MAAHS UNIFORMS	12.23
001-5-210-2-62300	MEETINGS/TRAINING	74.00
001-5-210-2-64122	DRUG TESTING	136.00
001-5-210-2-64322	CONTRACTED SERVICES	2,870.88
001-5-210-2-65407	DEPARTMENT SUPPLIES	240.30
001-5-210-2-67621	STREET REHABILITATION	840.00
001-5-410-4-63750	MAINTENANCE	6.47
001-5-410-4-64316	CONTRACTS	2,087.29
001-5-410-4-65060	OFFICE SUPPLIES	342.19
001-5-410-4-67701	BOOKS/FILMS/RECORDS/...	3,252.60
001-5-430-4-64322	CONTRACTED SERVICES	7,011.48
001-5-430-4-65407	DEPARTMENT SUPPLIES	307.55
001-5-430-4-65410	SOFTBALL PROGRAM SUP...	470.50
001-5-430-4-65411	BASEBALL PROGRAM SUP...	470.50
001-5-430-4-67274	CAPITAL IMPROVEMENTS...	5,657.82
001-5-445-4-63327	MAINTENANCE	637.77
001-5-445-4-64322	CONTRACTED SERVICES	264.50
001-5-445-4-65407	DEPARTMENT SUPPLIES	37.45
001-5-460-4-63710	ELECTRICITY	394.20
001-5-460-4-64322	CONTRACTED SERVICES	409.97
001-5-460-4-65407	DEPARTMENT SUPPLIES	60.88
001-5-470-4-64313	TREES FOREVER/GARDEN ...	549.79
001-5-470-4-65400	NEW CABLE EQUIPMENT	12,431.00
001-5-620-6-65060	OFFICE SUPPLIES	27.82
001-5-650-6-63100	BUILDING MAINTENANCE	438.40
001-5-650-6-63710	ELECTRICITY	355.68
001-5-650-6-63730	TELEPHONE	2,338.97
001-5-650-6-64322	CONTRACTED SERVICES	2,136.00
001-5-660-6-64081	INSURANCE CLAIMS	3,344.98
001-5-670-6-62300	MEETINGS/TRAINING	224.00
001-5-670-6-64020	PUBLICATIONS	422.82
001-5-670-6-64316	CONTRACTS	233.35
002-5-410-4-67700	LIBRARY TRUST EXPENDI...	1,406.51
110-5-210-2-64170	WINTER STREET MAINTEN...	17.99
110-5-210-2-67621	STREET REHABILITATION	8,381.57
112-5-460-4-64811	SOCIAL CENTER DEPOSIT ...	800.00
301-5-723-8-64063	ENGINEERS FEES	1,375.00

Account Summary

Account Number	Account Name	Expense Amount
600-5-810-9-61809	RECKER UNIFORMS	7.88
600-5-810-9-61814	HERBERS UNIFORMS	13.68
600-5-810-9-63710	ELECTRICITY	2,364.00
600-5-810-9-64317	TESTING	77.50
600-5-810-9-64322	CONTRACTED SERVICES	2,761.87
600-5-810-9-65060	OFFICE SUPPLIES	28.48
600-5-810-9-65407	DEPARTMENT SUPPLIES	7,606.75
602-5-723-9-64063	ENGINEERS FEES	136,979.00
610-5-815-9-61810	WOODWARD UNIFORMS	10.78
610-5-815-9-61813	REICHER UNIFORMS	9.33
610-5-815-9-63320	VEHICLE REPAIRS	908.33
610-5-815-9-64317	TESTING	1,356.00
610-5-815-9-64322	CONTRACTED SERVICES	2,695.87
610-5-815-9-65060	OFFICE SUPPLIES	23.48
610-5-815-9-65407	DEPARTMENT SUPPLIES	1,580.12
610-5-815-9-67274	CAPITAL IMPROVEMENTS...	4,689.80
612-5-723-9-64063	ENGINEERS FEES	70,503.00
670-5-840-9-64316	CONTRACTS	25,925.70
670-5-840-9-65060	OFFICE SUPPLIES	211.00
670-5-840-9-65407	DEPARTMENT SUPPLIES	23.48
Grand Total:		319,000.32

Project Account Summary

Project Account Key	Expense Amount
None	105,484.21
30115042	495.00
30120080	171,963.00
30121168	35,519.00
301DYSWM2023	880.00
410AB	253.85
410AF	799.42
410AN	264.68
410EM	1,127.76
410LP	105.70
410PF	302.27
410PN	287.29
410TAAB	32.48
410TMEM	116.18
410TPROG	1,257.85
410YAF	111.63
Grand Total:	319,000.32



Dyersville, IA

Item 1.

Expense Approval Register

Packet: APPKT01357 - 05.15.23 Bills - IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
WEX BANK	88918717	Police - Gas	001-5-110-1-63310	GAS/ETHANOL/DIESEL	2,363.53
BLACK HILLS ENERGY	04.2023	Police - Natural Gas	001-5-110-1-63711	GAS HEAT	58.50
Department 110 - POLICE Total:					2,422.03
Department: 150 - FIRE					
WEX BANK	88918717	Fire - Gas	001-5-150-1-63310	GAS/ETHANOL/DIESEL	154.73
BLACK HILLS ENERGY	04.2023	Fire Dept - Natural Gas	001-5-150-1-63711	GAS HEAT	200.39
Department 150 - FIRE Total:					355.12
Department: 210 - TRANSPORTATION					
WEX BANK	88918717	Public Works - Gas	001-5-210-2-63310	GAS/ETHANOL/DIESEL	482.34
BLACK HILLS ENERGY	04.2023	Public Works - Natural Gas	001-5-210-2-63711	GAS HEAT	109.87
VISA	04.2023	CC - Insta Trim Flexible Trim	001-5-210-2-65407	DEPARTMENT SUPPLIES	87.90
Department 210 - TRANSPORTATION Total:					680.11
Department: 410 - LIBRARY					
BLACK HILLS ENERGY	04.2023	Library - Natural Gas	001-5-410-4-63711	GAS HEAT	174.09
POSTMASTER	05.01.23	Postage Stamps	001-5-410-4-65060	OFFICE SUPPLIES	48.00
AMAZON	05.01.23	Marketing	001-5-410-4-65060	OFFICE SUPPLIES	24.98
AMAZON	05.01.23	Programs	001-5-410-4-65060	OFFICE SUPPLIES	25.96
AMAZON	05.01.23	Supplies	001-5-410-4-65060	OFFICE SUPPLIES	205.79
TRACES	1	Program - BUS-eum Exhibit	001-5-410-4-65060	OFFICE SUPPLIES	300.00
AMAZON	1PQ3-4714-3J1W	Progam	001-5-410-4-65060	OFFICE SUPPLIES	-5.99
CASCADE PIONEER-ADVERTISER	04.26.23	Subscription - 1 yr	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	60.00
MANCHESTER PRESS	04.26.23	Subscription - 1 yr	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	60.00
AMAZON	05.01.23	Games	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	218.85
AMAZON	05.01.23	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	34.47
COOK'S ILLUSTRATED	05.01.23	Subscription - 1 yr	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	14.95
IOWA HISTORY JOURNAL	05.01.23	Subscription - 1 yr	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	19.95
HGTV MAGAZINE	05.01.23	Subscription - 1 yr	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	12.00
AMAZON	05.01.23	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	143.38
AMAZON	05.01.23	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	157.40
AMAZON	05.01.23	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	138.80
AMAZON	05.01.23	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	117.21
PIONEER WOMAN	05.01.23	Subscription - 1 yr	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	12.00
AMAZON	05.01.23	DVD	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	376.84
AMAZON	17LT-6KHN-63GP	DVD return	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	-54.99
CENGAGE LEARNING	81015595	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	59.18
CENGAGE LEARNING	81044641	Books	001-5-410-4-67701	BOOKS/FILMS/RECORDS/SUBS...	22.39
Department 410 - LIBRARY Total:					2,165.26
Department: 430 - PARKS					
TREASURER STATE OF IOWA	04.2023 Sales	Parks Sales Tax	001-5-430-4-64180	SALES TAXES PAID	26.32
TREASURER STATE OF IOWA	04.2023 Sales	Parks Local Sales Tax	001-5-430-4-64181	LOCAL OPTION SALES TAX PAID	4.38
VISA	04.2023	CC - Dog Park Faucet	001-5-430-4-65407	DEPARTMENT SUPPLIES	182.08
VISA	04.2023	CC - Fountain Bubbler	001-5-430-4-65407	DEPARTMENT SUPPLIES	76.03
Department 430 - PARKS Total:					288.81
Department: 445 - AQUATIC CENTER					
VISA	04.2023	CC - Pool License Renewal	001-5-445-4-62100	DUES/SUBSCRIPTIONS	105.00
VISA	04.2023	CC - Toilet Paper Dispensers	001-5-445-4-63327	MAINTENANCE	62.98
BLACK HILLS ENERGY	04.2023	Pool - Natural Gas	001-5-445-4-63711	GAS HEAT	35.26
TREASURER STATE OF IOWA	04.2023 Sales	Pool Sales Tax	001-5-445-4-64180	SALES TAXES PAID	19.63
TREASURER STATE OF IOWA	04.2023 Sales	Pool Local Sales Tax	001-5-445-4-64181	LOCAL OPTION SALES TAX PAID	3.28
Department 445 - AQUATIC CENTER Total:					226.15

Expense Approval Register

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Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Department: 460 - COMMUNITY CENTER					
BLACK HILLS ENERGY	04.2023	Social Center - Natural Gas	001-5-460-4-63711	GAS HEAT	86.03
WINDSTREAM	04.2023 Soc Ctr	Phone	001-5-460-4-63730	TELEPHONE	126.04
Department 460 - COMMUNITY CENTER Total:					212.07
Department: 650 - CITY HALL & GEN BLDGS					
VISA	04.2023	CC - Nuisance Notice Postage	001-5-650-6-63324	MISC. EXPENDITURES	6.88
BLACK HILLS ENERGY	04.2023	Museum - Natural Gas	001-5-650-6-63711	GAS HEAT	86.64
BLACK HILLS ENERGY	04.2023	City Hall - Natural Gas	001-5-650-6-63711	GAS HEAT	180.82
Department 650 - CITY HALL & GEN BLDGS Total:					274.34
Department: 670 - OTHER GENERAL GOVT					
WEX BANK	88918717	Admin- Meetings - Gas	001-5-670-6-62300	MEETINGS/TRAINING	65.58
Department 670 - OTHER GENERAL GOVT Total:					65.58
Fund 001 - GENERAL FUND Total:					6,689.47
Fund: 002 - LIBRARY TRUST FUND					
Department: 410 - LIBRARY					
VISA	04.2023	CC - Facebook Ad	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	52.77
VISA	04.2023	CC - Program Supplies	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	145.70
AMAZON	05.01.23	Summer Reading Program	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	170.05
WARTBURG COLLEGE - NSTA ...	06.19.23Dyersville	Summer Program Stipend	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	108.02
PREGLER, JOHN	101	Speaker Fee	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	100.00
CENGAGE LEARNING	81015595	Feldmann Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	26.39
CENGAGE LEARNING	81068647	Rardin Memorial	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	26.39
Department 410 - LIBRARY Total:					629.32
Fund 002 - LIBRARY TRUST FUND Total:					629.32
Fund: 600 - WATER FUND					
Department: 810 - WATER					
IOWA DEPT OF NATURAL RES...	8376 05.2023	WWT 3 Certification - Recker	600-5-810-9-62300	MEETINGS/TRAINING	20.00
WEX BANK	88918717	Water - Gas	600-5-810-9-63310	GAS/ETHANOL/DIESEL	418.01
BLACK HILLS ENERGY	04.2023	Water/Am Legion - Natural Gas	600-5-810-9-63711	GAS HEAT	95.20
TREASURER STATE OF IOWA	04.2023 WET	Water Excise Tax	600-5-810-9-64182	WET [WATER EXCISE TAX SERV...	3,568.45
Department 810 - WATER Total:					4,101.66
Fund 600 - WATER FUND Total:					4,101.66
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
WEX BANK	88918717	Sewer - Gas	610-5-815-9-63310	GAS/ETHANOL/DIESEL	452.34
TREASURER STATE OF IOWA	04.2023 Sales	Wastewater Sales Tax	610-5-815-9-64180	SALES TAXES PAID	1,370.40
TREASURER STATE OF IOWA	04.2023 Sales	Wastewater Local Sales Tax	610-5-815-9-64181	LOCAL OPTION SALES TAX PAID	228.40
VISA	04.2023	CC - Conference Registration	610-5-815-9-65407	DEPARTMENT SUPPLIES	270.00
Department 815 - SEWER Total:					2,321.14
Fund 610 - SEWER FUND Total:					2,321.14
Grand Total:					13,741.59

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	6,689.47
002 - LIBRARY TRUST FUND	629.32
600 - WATER FUND	4,101.66
610 - SEWER FUND	2,321.14
Grand Total:	13,741.59

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63310	GAS/ETHANOL/DIESEL	2,363.53
001-5-110-1-63711	GAS HEAT	58.50
001-5-150-1-63310	GAS/ETHANOL/DIESEL	154.73
001-5-150-1-63711	GAS HEAT	200.39
001-5-210-2-63310	GAS/ETHANOL/DIESEL	482.34
001-5-210-2-63711	GAS HEAT	109.87
001-5-210-2-65407	DEPARTMENT SUPPLIES	87.90
001-5-410-4-63711	GAS HEAT	174.09
001-5-410-4-65060	OFFICE SUPPLIES	598.74
001-5-410-4-67701	BOOKS/FILMS/RECORDS/...	1,392.43
001-5-430-4-64180	SALES TAXES PAID	26.32
001-5-430-4-64181	LOCAL OPTION SALES TAX...	4.38
001-5-430-4-65407	DEPARTMENT SUPPLIES	258.11
001-5-445-4-62100	DUES/SUBSCRIPTIONS	105.00
001-5-445-4-63327	MAINTENANCE	62.98
001-5-445-4-63711	GAS HEAT	35.26
001-5-445-4-64180	SALES TAXES PAID	19.63
001-5-445-4-64181	LOCAL OPTION SALES TAX...	3.28
001-5-460-4-63711	GAS HEAT	86.03
001-5-460-4-63730	TELEPHONE	126.04
001-5-650-6-63324	MISC. EXPENDITURES	6.88
001-5-650-6-63711	GAS HEAT	267.46
001-5-670-6-62300	MEETINGS/TRAINING	65.58
002-5-410-4-67700	LIBRARY TRUST EXPENDI...	629.32
600-5-810-9-62300	MEETINGS/TRAINING	20.00
600-5-810-9-63310	GAS/ETHANOL/DIESEL	418.01
600-5-810-9-63711	GAS HEAT	95.20
600-5-810-9-64182	WET [WATER EXCISE TAX ...	3,568.45
610-5-815-9-63310	GAS/ETHANOL/DIESEL	452.34
610-5-815-9-64180	SALES TAXES PAID	1,370.40
610-5-815-9-64181	LOCAL OPTION SALES TAX...	228.40
610-5-815-9-65407	DEPARTMENT SUPPLIES	270.00
Grand Total:		13,741.59

Project Account Summary

Project Account Key	Expense Amount
None	11,719.84
410AF	34.47
410AN	143.38
410DVD	321.85
410GAMES	218.85
410LP	81.57
410PF	117.21
410SUB	178.90
410TMEM	52.78
410TPROG	576.54
410YAF	157.40
410YAN	138.80
Grand Total:	13,741.59



Dyersville, IA

UBPKT01517 - Refunds 01 UBPKT01516 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-020437-09	Goedken, Kristie		0	77.80			77.80	Generated From Billing
02-100086-01	Hagwood, Chance & Tamiya		0	70.34			70.34	Generated From Billing
02-100047-01	Kennedy, Adam		0	89.17			89.17	Generated From Billing
02-020353-04	Ramos, Christopher		0	105.98			105.98	Generated From Billing
Total Refunds: 4			Total Refunded Amount:				343.29	

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	343.29
Revenue Total:	343.29

Fidelity Bank and Trust
Credit Card Payment

Item 1.

Posting Date	Trans Date	Merchant Name	Description	Amount
XXXX-0714	Shirley Vonderhaar			
5/1/2023	4/30/2023	FACEBK 44TYPL3X82	Facebook Marketing Ads	\$ 52.77
4/18/2023	4/17/2023	FAREWAY STORES INC. #008	Kids Can Cook Program	\$ 54.68
4/13/2023	4/12/2023	FAREWAY STORES INC. #008	Kids Can Cook Program	\$ 38.57
4/5/2023	4/4/2023	DOLLAR FRESH DYERSVILLE 1	Kids Can Cook Program	\$ 52.45
				\$ 198.47
XXXX-0706	Brent Schroeder			
XXXX-0680	Mick Michel			
XXXX-0698	John Wandsnider			
4/9/2023	4/9/2023	AMZN Mktp US*HJ7MY8JR0	Wandsnider - Building / Office improvements	\$ 87.90
				\$ 87.90
XXXX-0672	Tricia Maiers			
5/1/2023	4/30/2023	AMAZON.COM*HM6AE1VS0 AMZN	Parks - Water drinking faucet bubbler (2)	\$ 76.03
4/27/2023	4/25/2023	DPH REGULATORY PROGRAMS	Aquatic Center - Spa license renewal	\$ 105.00
4/14/2023	4/13/2023	AMAZON.COM*HJ53E5UI0 AMZN	Aquatic Center - Toilet Paper dispenser (2)	\$ 62.98
4/13/2023	4/12/2023	ECOMM MOST DEPENDABLE FOU	Dog Park - Water Faucet	\$ 182.08
4/13/2023	4/12/2023	USPS PO 1826910840	Postage - Sidewalk notification	\$ 6.88
4/5/2023	4/4/2023	KIRKWOOD CONT EDUC	Herbers - Water Conference / Wastewater Conference	\$ 270.00
				\$ 702.97
			Grand Total	\$ 989.34

MINUTES

CALL TO ORDER – ROLL CALL

PRESENT Council Member Jim Gibbs, Council Member Jenni Ostwinkle Silva, Council Member Mike English, Council Member Mike Oberbroeckling, Council Member Tom Westhoff

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member Oberbroeckling to approve Monday, May 1, 2023 agenda as presented
Seconded by Council Member English.

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

ORAL COMMENTS

APPROVAL OF CONSENT AGENDA

Motion made by Council Member Ostwinkle Silva to approve the Consent Agenda Seconded by Council Member Gibbs.

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

1. Approve Bills; 2. Approve Minutes City Council Meeting - April 17, 2023; **3. Class C Retail Alcohol License** Dyersville Golf & Country Club; **4. Class C Retail Alcohol License** 7 Hills West; **5. Resolution No. 31-23** Setting the salaries for the Dyersville Family Aquatic Center summer employees of the City of Dyersville for 2023; **6. Set Date for Public Hearing** on amendment of current city budget for fiscal year ending June 30, 2023. Set date for May 15, 2023 at 6:00 P.M.; **7. Receive & File** 2023 Water Quality Report; **8. Miscellaneous Correspondence** ECIA Spotlight Newsletter - March 2023; **9. Miscellaneous Correspondence** Greater Dubuque Development Corporation Newsletter - April 2023; **10. Miscellaneous Correspondence** Keep Iowa Beautiful Newsletter - April 2023. The following bills were approved for payment:

Access Systems	Contract	\$ 73.00
Acco	Supplies	\$ 46,606.63
Ace Homeworks	Supplies	\$ 286.72
Alliant Energy	Electricity	\$ 1,199.67
BC Land Services	Tree/Stump Removal	\$ 20,175.00
Bard Materials	Rock/Lime/Sand	\$ 1,453.48
City of Dubuque	Testing	\$ 90.00
Communications Engineering Company	Phone System	\$ 2,982.75
Crescent Electric Supply	Supplies	\$ 5,521.50
Demmer, Abby	Refund	\$ 100.00
Diamond Vogel	Paint	\$ 1,458.00
Domeyer, Craig	Umpire Fees	\$ 245.00
East Central Intergovernmental Assn	Professional Services	\$ 1,610.50
English Insurance	Insurance Premium	\$ 180.00
Fangmann, Mark	Umpire Fees	\$ 245.00
Ferguson Waterworks	Water Meters	\$ 17,639.18
Geistkemper, Jeff or Michelle	Umpire Fees	\$ 175.00
Giant Wash	Uniforms/Floor Mats	\$ 234.83
Goerdt, Matt	Umpire Fees	\$ 175.00
Hefel Portable Services LLC	Contracted Service	\$ 642.00

Heims, Emily	Umpire Fees	\$ 175.00
Huebner, Theresa	Refund	\$ 100.00
Iowa Dept of Natural Resources	Permit	\$ 700.00
Iowa Division of Labor	Inspection/Permit	\$ 175.00
J & R Rental	Equipment Rent	\$ 917.50
J & R Supply	Supplies	\$ 1,838.90
John Deere Financial	Supplies	\$ 316.27
Jumbo Visual Projection	Service	\$ 300.00
K & K Logo Designs Ltd	Uniforms	\$ 4,140.90
Kluesner, Scott	Umpire Fees	\$ 175.00
Lang, Jason	Umpire Fees	\$ 175.00
Maiers, Tricia	Reimbursement	\$ 112.00
Maquoketa Valley Electric Coop	Fiber Optic	\$ 779.00
Midwest Patch / Hi Viz Safety	Patch Material	\$ 904.50
Mm Mechanical	Service/Supplies/Labor	\$ 172.92
Most Dependable Fountains Inc	Supplies	\$ 182.08
Mr. Lock & Key	Supplies	\$ 10.00
Origin Design Co	Engineer Fees	\$ 14,512.50
Parsons, Derrick	Umpire Fees	\$ 245.00
Pederson, Chelsey	Umpire Fees	\$ 275.00
Phillips, Kelly	Refund	\$ 100.00
Preferred Health Choices LLC	HRA	\$ 100.00
Rechterman, Ann	Refund	\$ 100.00
Recker, Terry	Reimbursement	\$ 150.00
Reed, Jason	Umpire Fees	\$ 175.00
Reliance Standard	Insurance	\$ 838.02
Ries, Jeremy	Umpire Fees	\$ 175.00
Sandry Fire Supply LLC	Equipment	\$ 2,396.50
Schneider Land Surveying & Planning	Survey	\$ 400.00
SDS Binderworks	Software	\$ 2,080.00
Simmering-Cory Iowa Codification	Code Update	\$ 133.00
Simon, Mark	Umpire Fees	\$ 175.00
Spring Green	Professional Services	\$ 70.10
Steger Construction	Labor/Equipment	\$ 710.00
Suntrends Inc	Park Supplies	\$ 8,612.00
Tauke Motors	Rental Vehicle	\$ 226.30
Three Rivers Fs Company	Refund	\$ 100.00
TJ Cleaning Services	Cleaning Services	\$ 730.00
Traffic & Transportation Prod Ltd	Supplies	\$ 149.33
Trumm, Nate	Umpire Fees	\$ 140.00
Trumm, Tony	Umpire Fees	\$ 175.00
Tyler Technologies	Software	\$ 9,440.49
Verizon Wireless	Cell Phone	\$ 925.55
White Cap LP	Supplies	\$ 81.38
WHKS & Co	Engineer Fees	\$ 11,581.04
Windstream	Phone	\$ 548.02

001 - General Fund	\$ 115,348.78
110 - Road Use Fund	\$ 1,375.64
112 - Trust and Agency Fund	\$ 600.00
135 - Dyersville TIF Dist Fund	\$ 318.00
301 - Capital Projects Fund	\$ 29,652.79
600 - Water Fund	\$ 18,858.52

602 - Water Capital Fund	\$	258.50
610 - Sewer Fund	\$	1,182.89
670 - Solid Waste Fund	\$	16.44
Grand Total:	\$	167,611.56

ACTION ITEMS

11. Ordinance No. 853 to Reclassify Property as C-1 Commercial District located at Lot 271 of the Original City of Dyersville Plat in the City of Dyersville, Dubuque County, Iowa. Second Reading

Motion made by Council Member English to waive second reading Seconded by Council Member Oberbroeckling.

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

Motion made by Council Member English moved to approve second reading of Ordinance No. 853 Seconded by Council Member Ostwinkle Silva.

Voting Yea: Ostwinkle Silva, English Nay: Gibbs, Oberbroeckling, Westhoff Motion failed.

12. Waive Third Reading of Ordinance No. 853.

Second reading failed so no action taken.

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 6:12 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer

**James Kennedy Public Library
Board of Trustees
Minutes of the April 11, 2023 Meeting**

The regular monthly meeting of the Board of Trustees of the James Kennedy Public Library was held on Tuesday, April 11, 2023 in the Hoffman Room. Present: Kami Boffeli, Sue Engelbrecht, Beth Gudenkauf, Sally Kelly, Ray Kruse, Catherine O’Hea, Alex Wiezorek, Danielle Will, Assistant Library Director Dawn Schrandt, and Library Director Shirley Vonderhaar. Absent: Karen Kramer

1. Board President Catherine O’Hea called the meeting to order at 6:00 pm.
2. Consider approval of Agenda

Will MOVED “Approval of Agenda” seconded by Kelly.

Ayes: Boffeli, Gudenkauf, Kelly, Kruse, O’Hea, Wiezorek, and Will

Nays: None

Motion CARRIED

3. Agenda Consent Calendar

- Correspondence and Communication
 - Kim Benton-Hermesen email regarding retirement date of August 31, 2023
- Approve minutes of previous meeting: March 14, 2023 regular meeting
- Approve March Librarian’s report
- Approve bills:
 - April bills
 - Claims report for March
 - March and April credit card claims
- Budget reports
 - March city report
 - March library report
- Trust account reports
 - March bank statements
 - March balance report
 - Trust account expenditure report
 - March donations report
- Program reports
 - March report of programs and attendance
 - March WhoFi program overview
 - April schedule of events
 - Schedule for upcoming programs
- Quarterly contract use reports
 - Statistics by city/residence area
 - Statistics by contract/service area
- Grant report
 - JKPL awarded a Paint Iowa Beautiful award of 8 gallons paint for StoryWalk and/or library interior
 - Must be purchased and used, and information submitted, by December 31, 2023
- Friends of the Library report
 - Notes from Friends April meeting
- JKPL Endowment report

Kruse MOVED "Approval of the consent items," seconded by Wiezorek.

Ayes: Boffeli, Engelbrecht, Gudenkauf, Kelly, Kruse, O'Hea, Wiezorek, and Will

Nays: None

Motion CARRIED

4. Discussion of current library operations and services

5. Executive committee report — no report

6. Fundraising committee report

- Notes from April 3, 2023 meeting

7. Furnishings, Art, & Facilities committee report

- Update on projects and priorities

8. Marketing committee report

- Next meeting: April 18, 2023

9. Personnel committee report

- Custodian contract available

10. Finance committee report

- FY24 budget discussion

11. Policy committee report

- Consider approval of updated Service Hours
- Consider approval of Meeting Room Use Policies
- Consider approval of Multimedia Equipment Use Policy

Motion from the committee to approve all three policies. Since these recommendations come from the committee, no second is needed. Ayes: Boffeli, Engelbrecht, Gudenkauf, Kelly, Kruse, O'Hea, Wiezorek, and Will

Nays: None

Motion CARRIED

12. Strategic planning report — no report

13. Meetings and training

- City council attendance

- Upcoming

- May 1: Boffeli

- Recently attended

- March 16: Public Libraries of Dubuque County Agency meeting

- Attended by Shirley and Catherine

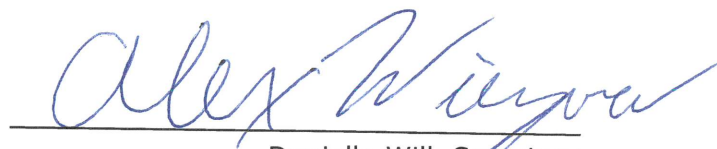
- Devin attended STEM training

- Trustee training

14. Oral presentations

15. Adjournment

Engelbrecht MOVED to adjourn seconded by Kruse. Meeting ADJOURNED by O'Hea at 7:06 pm.


 Danielle Will, Secretary
 Alex Wiezorek
 Assistant to the Secretary



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

www.cityofdyersville.com

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

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

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

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

Having fulfilled the requirements of the Code of Ordinance Chapter 127.03, the City Council hereby authorized the issuance of a blasting permit, which shall be good from May 1, 2023 through May 31, 2023.

Approved by the City Council of the City of Dyersville, Iowa this 15th day of May, 2023.

Sandy

Bennett Explosives would like to request a Blasting Permit from the City Dyersville Ia. for the Month of May 2023.

Thank you

Bennett
Explosives Inc.

Mike Cole

General Manager | Bennett Explosives

📍 1951 210th Street, Manchester, IA 52057
📞 563-927-4062 📠 319-551-9955
✉️ mcole@bennettexplosives.com
🌐 www.quicksupplyco.com



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3. Certificate of Insurance has been filed with the City of Dyersville.
4. Verification of direct supervision of blasting.

Having fulfilled the requirements of the Code of Ordinance Chapter 127.03, the City Council hereby authorized the issuance of a blasting permit, which shall be good from June 1, 2023 through June 30, 2023.

Approved by the City Council of the City of Dyersville, Iowa this 15th day of May, 2023.

Sandy

Bennett Explosives Inc. would like to request a Blasting Permit from the City of Dyersville Ia. for the Month of June 2023.

Thank you

Bennett
Explosives Inc.

Mike Cole

General Manager | Bennett Explosives

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State of Iowa

Alcoholic Beverages Division

Item 6.

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DYERSVILLE AREA CHAMBER OF COMMERCE, INC.	Dyersville Area Chamber of Commerce	(563) 875-2311		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3rd Ave SE		Dyersville	Dubuque	52040
MAILING ADDRESS	CITY	STATE	ZIP	
1100 16th Avenue Southeast	Dyersville	Iowa	52040	

Contact Person

NAME	PHONE	EMAIL
Karla Thompson	(563) 875-2311	kthompson@dyersville.org

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
June 5, 2023	June 9, 2023	

SUB-PERMITS

Special Class C Retail Alcohol License



PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Nonprofit entity which has a principal office in the State of Iowa.

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Ashley Cosselman	Dyersville	Iowa	52040	President	0.00	Yes
Lisa Maiers	Dyersville	Iowa	52040	Board of Director	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Item 7.

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DYERSVILLE AREA CHAMBER OF COMMERCE, INC.	Dyersville Area Chamber of Commerce	(563) 875-2311		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3rd Avenue Southwest		Dyersville	Dubuque	52040
MAILING ADDRESS	CITY	STATE	ZIP	
	Dyersville	Iowa	52040	

Contact Person

NAME	PHONE	EMAIL
Karla Thompson	(563) 875-2311	kthompson@dyersville.org

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 10, 2023	July 14, 2023	

SUB-PERMITS

Special Class C Retail Alcohol License



PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Nonprofit entity which has a principal office in the State of Iowa.

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Ashley Cosselman	Dyersville	Iowa	52040	President	0.00	Yes
Lisa Maiers	Dyersville	Iowa	52040	Treasurer	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Founders Insurance Company

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Item 8.

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
JAZATO FOOD LLC	MIXTECA GRILL DYERSVILLE	(319) 529-3113		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
639 16th Avenue Southeast		Dyersville	Dubuque	52040
MAILING ADDRESS	CITY	STATE	ZIP	
639 16th Avenue Southeast	Dyersville	Iowa	52040	

Contact Person

NAME	PHONE	EMAIL
LAURA VILLAGRANA DE LANDA	(319) 529-3113	mixtecagrilldyersville@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
May 15, 2023	May 14, 2024	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
JAVIER A SANCHEZ CAMPUZANO	Liberal	Kansas	67901	OWNER	45.00	Yes
JAVIER AVINA ZENDEJAS	Knoxville	Tennessee	37934	OWNER	45.00	No
LAURA ELENA VILLAGRANA DE LANDA	Dyersville	Iowa	52040	OWNER	10.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

May 15, 2023

POLICY EXPIRATION DATE

May 14, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



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

www.cityofdyersville.com

CITY OF DYERSVILLE

PARADE PERMIT

This Parade Permit is issued to **Dyersville Industries Inc.** in accordance with the provisions as set out in Chapter 60.08 of the Dyersville Municipal Code, paragraphs 1 through 4 and receipt of Certificate of Insurance naming City of Dyersville, Iowa as additional insured for the purpose of **37th Annual Dyersville Tractor Parade** in the City of Dyersville.

Effective date of this permit shall be **June 3, 2023.**

Permit Holder

Jeff Jacque, Mayor



May 3, 2023

City of Dyersville
 Mayor Jeff Jacque
 City Council Members
 340 1st Ave East
 Dyersville, IA 52040

Dear Mayor Jacque and City Council Members:

On behalf of Dyersville Industries, Inc., this letter requests permission to use the public streets for the 37th Annual Dyersville Tractor Parade in conjunction with the Summer Farm Toy Show. The parade is Saturday, June 3rd, at 6:30 pm. At 5:30 pm, parade organizers will line up participants in Beckman High School's parking lot. The parade's starting point will be the exit of the Beckman High School Parking lot; the tractors will cross over Highway 136 and travel west on 13th Avenue SE. They will turn and go north on 6th Street SE. The route continues north to 1st Avenue E where the tractors will turn and go west down 1st Avenue until they reach St. Francis Xavier Basilica.

Also, the show organizers request permission to use the public streets for the 20th Annual Dyersville Tractor Ride in conjunction with the Summer Farm Toy Show. The 50-Mile Tractor Ride is a round trip to Cascade, Iowa, on Friday, June 2nd. Tractors will depart from the main parking lot of Beckman High School at 8:30 am.

If there are any questions regarding the Tractor Parade, Tractor Ride, or any of the Summer Farm Toy Show events, please call me at (563) 875-2727. I appreciate your consideration.

Sincerely,


 Amanda Schwartz
 Show Manager
 Summer Farm Toy Show

Enc.

1110 16th Ave SE • Dyersville, IA 52040 • Ph: (563) 875-2727 • FAX: (563) 875-8467
 Email: aschwartz@dyersville.com • Website: www.nationalfarmtoymuseum.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
05/0
Item 9.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER English Insurance Agency, Inc. PO Box 190 129 1st Ave East Dyersville IA 52040	CONTACT NAME: Joyce Heims PHONE (A/C, No, Ext): (563) 875-2716 FAX (A/C, No): (563) 875-2744 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 15350
INSURED Dyersville Industries, Inc 1110 16th Avenue Ct SE Dyersville IA 52040-2374		

COVERAGES**CERTIFICATE NUMBER:** Main 22-23**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0918322	08/05/2022	08/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PLPAK \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0918322	08/05/2022	08/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	0918324	08/05/2022	08/05/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2023 Toy Show Tractor Ride & Parade

CERTIFICATE HOLDER**CANCELLATION**

CITY OF DYERSVILLE 340 1ST AVE EAST DYERSVILLE IA 52040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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

www.cityofdyersville.com

CITY OF DYERSVILLE

PARADE PERMIT

This Parade Permit is issued to **Dyersville Industries Inc.** in accordance with the provisions as set out in Chapter 60.08 of the Dyersville Municipal Code, paragraphs 1 through 4 and receipt of Certificate of Insurance naming City of Dyersville, Iowa as additional insured for the purpose of the **20th Annual 54-Mile Tractor Ride** in the City of Dyersville.

Effective date of this permit shall be **June 2, 2023.**

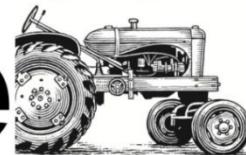
Permit Holder

Jeff Jacque, Mayor



Tractor Ride

Item 10.



Registration Form

• **Friday, June 2, 2023 • 50 Miles to Cascade •**

Drivers Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone(s): _____ Email: _____

Tractor: _____ (Brand/Model/Year)

2023 Summer Farm Toy Show Tractor Ride Regulations:

- Check-in starts at 6:30 am, and the ride departs at 8:30 am from the Dyersville Beckman H.S. parking lot
- All tractors must have yellow flashing lights or a slow-moving vehicle sign visible during the ride.
- No passing allowed. Stay on the pace set by the leader, and *stay with respective speed groups!*
- Passengers must ride in a buddy seat; no wagons or implements are allowed.
- The ride is limited to the first 150 registered tractors.
- NO alcoholic beverages are permitted.
- Drivers must have a valid driver's license.
- The ride will proceed rain or shine * (no refunds).

\$ _____ \$40.00 Entry Fee: (per tractor) Includes: one lunch ticket and a chance to win DOOR prizes!

\$ _____ \$ 5.00 Late Fee enforced after May 26th

SPEED GROUPS: (please check one)

- ☐ 12 to 14 mph group (slow)
☐ 14 to 16 mph group (medium)
☐ 16 & above mph group (fast)

\$ _____ Extra Lunch Ticket(s) \$20.00 each *must be a participant on the ride!

\$ _____ Total Amount Enclosed

Payment: ☐ Check / Money Order (please do not send cash) Check no. _____
☐ Credit Card (American Express, Discover, MasterCard, and Visa accepted)

Card No. _____ Expiration date: _____ Security Code: _____

✓ **Yes**, I have read and agree to the above 2023 Summer Farm Toy Show Tractor Ride Regulations:

Authorized Signature: _____ **Date:** _____

Please return this form with payment to

Summer Farm Toy Show Tractor Ride

1110 16th Ave Ct SE • Dyersville, IA 52040 • 563.875.2727

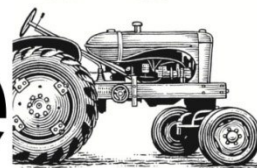


This ride supports the National Farm Toy Museum and its work highlighting the importance of agriculture through farm toy manufacturing and collecting. summerfarmtoyshow.com



Tractor Ride

Item 10.



Ride Information • Friday, June 2, 2023 • 50 Miles to Cascade

We hope you join the 20th Annual Summer Farm Toy Show Tractor Ride! This year's ride travels 50 miles round-trip from Dyersville to Cascade, Iowa. We look forward to riding again! The following is some more information about the event and essential details you should know before arriving:

- **LEAVING HOME:** Before leaving home for the tractor ride, please do the last-minute check on your tractor, ensuring all safety equipment works correctly! All tractors must have yellow flashing lights or a slow-moving vehicle sign visible during the ride.
- **TRAILER PARKING:** If you bring your tractor to Dyersville via trailer, please park the trailer in the Dyersville Sales Barn parking lot, located north of Beckman High School on Highway 136, beginning on Friday.
- **TRACTOR LINE-UP:** We will begin lining up the tractors at 6:30 am on Friday in the main parking lot of Beckman High School. Please line up according to the speed group indicated on your registration form: Slow, Medium, or Fast. Please arrive early so you have time to check in and do last-minute preparations on your tractor. If there is someone that you would like to ride with, please remain with them during this process.
- **REGISTRATION:** After May 26, registration will increase by \$5.00. Upon your arrival at the Beckman parking lot, please stop by the registration table to pick up your participant packet. Inside your registration, you will find your lunch tickets (put these in a safe place so that you have them handy when it is time for lunch).
- **RIDE MEETING:** at 7:45 am, a brief safety and ride route meeting will be held to update participants.
- **DRIVING the ROUTE:** Ride leaders ask that all participants **please stay at their chosen pace** to keep everyone safe! Once you have embarked on the route, please do not pass other tractors for all drivers' safety on the road. Please obey these rules and have fun enjoying the beautiful Eastern Iowa landscape. **Remember, this is a RIDE, not a race!**
- **MORNING STOP:** The morning break is at the Epworth United Methodist Church Fellowship Hall. They will have breakfast food items available for you to purchase, provided by the church. Please try to park tractors in an orderly manner, as spectators might stop by to see the display.
- **LUNCH STOP:** The lunch stop will be at Cascade Community Park in the large pavilion with a mouth-wateringly great lunch for hungry riders by the Moski's BBQ. Again, please be sure to park your tractors in an orderly fashion to make for a beautiful display. Registration includes lunch. Inside your packets, you will find your lunch tickets, be sure to have them handy when going through the lunch line.
- **TRACTOR PARADE:** Join us for the Tractor Parade on Saturday after the show the **lineup begins at 5:30 pm** and rolls out at **6:30 pm**. We hope you can ride with us once again for this parade!
- **SUMMER FARM TOY SHOW:** Stop in and check out the show with thousands of farm toys on sale! The show is open Saturday, June 3rd, from 9:00 am to 5:00 pm, and on Sunday, June 4th, from 9:00 am to 2:00 pm.

Thank you for participating in the 20th Annual Summer Farm Toy Show Tractor Ride!

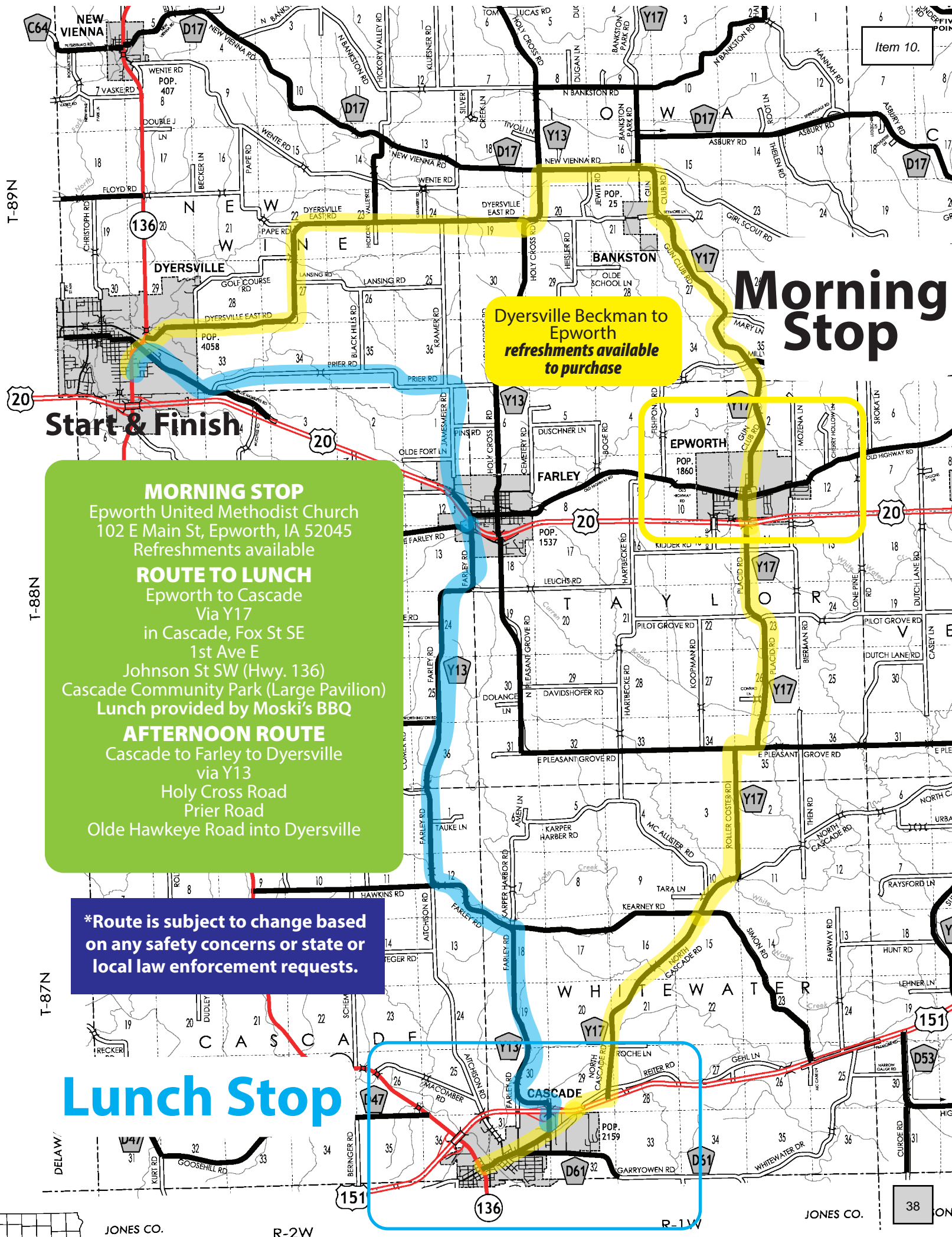
Amanda Schwartz

Summer Farm Toy Show Coordinator and National Farm Toy Museum Manager

aschwartz@dyersville.com

Summer Farm Toy Show Tractor Ride
1110 16th Ave Ct SE • Dyersville, IA 52040 • 563.875.2727
summerfarmtoyshow.com





Item 10.

Morning Stop

Dyersville Beckman to Epworth refreshments available to purchase

Start & Finish

MORNING STOP
Epworth United Methodist Church
102 E Main St, Epworth, IA 52045
Refreshments available

ROUTE TO LUNCH
Epworth to Cascade
Via Y17
in Cascade, Fox St SE
1st Ave E
Johnson St SW (Hwy. 136)
Cascade Community Park (Large Pavilion)
Lunch provided by Moski's BBQ

AFTERNOON ROUTE
Cascade to Farley to Dyersville
via Y13
Holy Cross Road
Prier Road
Olde Hawkeye Road into Dyersville

*Route is subject to change based on any safety concerns or state or local law enforcement requests.

Lunch Stop



CERTIFICATE OF LIABILITY INSURANCE

DATE (05) Item 10.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER English Insurance Agency, Inc. PO Box 190 129 1st Ave East Dyersville IA 52040	CONTACT NAME: Joyce Heims PHONE (A/C, No, Ext): (563) 875-2716 FAX (A/C, No): (563) 875-2744 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 15350
INSURED Dyersville Industries, Inc 1110 16th Avenue Ct SE Dyersville IA 52040-2374		

COVERAGES **CERTIFICATE NUMBER:** Main 22-23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0918322	08/05/2022	08/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PLPAK \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0918322	08/05/2022	08/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0918324	08/05/2022	08/05/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2023 Toy Show Tractor Ride & Parade

CERTIFICATE HOLDER

CANCELLATION

CITY OF DYERSVILLE
340 1ST AVE EAST

DYERSVILLE

IA 52040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joyce Heims



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

www.cityofdyersville.com

CITY OF DYERSVILLE

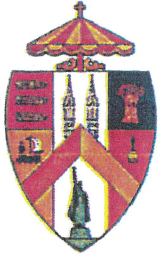
PARADE PERMIT

This Parade Permit is issued to **Basilica of St. Francis Xavier** in accordance with the provisions as set out in Chapter 60.08 of the Dyersville Municipal Code, paragraphs 1 through 4 and receipt of Certificate of Insurance naming City of Dyersville, Iowa as additional insured for the purpose of **Corpus Christi Procession** in the City of Dyersville.

Effective date of this permit shall be **June 11, 2023**.

Permit Holder

Jeff Jacque, Mayor



Basilica of St. Francis Xavier

104 Third Street SW
Dyersville IA 52040-1696

Office 563) 875-7325
Website spiresoffaith.com

May 4, 2023

City of Dyersville
340 1st Ave E.
Dyersville, IA 52040

Re: Permit for Corpus Christi Procession

Enclosed please find our fee of \$10.00 along with a copy of the procession route for this year's Corpus Christi procession to be held on June 11, 2023. I have included our Certificate of Coverage from the Archdiocese naming the city of Dyersville as the Holder of Certificate. We are requesting a permit and traffic control for the event. Please let me know if you have any questions or need any additional information from us.

Sincerely,

Janet Francois
Bookkeeper
Basilica of St. Francis Xavier

Enclosures

Chapel

3rd Ave SW

Item 11.

2nd St SW

Aud

Chapmans

5th St SW

church
Start

1st Ave W

Date: 5/3/2023

Certificate of Coverage

Certificate Holder
 Archdiocese of Dubuque and All Other Corporations
 of which the Archbishop is President
 Chancery Office
 1229 Mt. Loretta Ave.
 Dubuque, IA 52003

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Covered Location
 ST FRANCIS XAVIER CHURCH
 104 3RD STREET SOUTH WEST
 DYERSVILLE, IA 52040

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	8525	7/1/2022	7/1/2023	Each Occurrence	500,000
	<input checked="" type="checkbox"/> Occurrence				General Aggregate	
	<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8525	7/1/2022	7/1/2023	Each Occurrence	500,000
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage verified for St. Francis Xavier Corpus Christi procession on June 11, 2023.

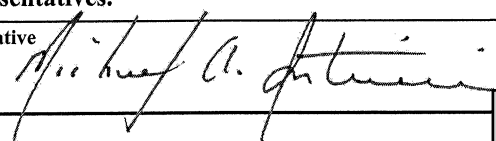
Holder of Certificate

Cancellation

City of Dyersville
 340 1st Ave. East
 Dyersville, IA 52040

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail ³⁰ days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0079004022

From: Tara Rahe <tara@fusedyersville.com>
Sent: Monday, May 1, 2023 3:13 PM
To: Tricia Maiers <tmaiers@cityofdymersville.com>
Subject: Approval to block a couple parking spaces

Good Afternoon Tricia,

We are hosting a charity benefit ride on July 15th. People will be coming to register around 10:30/11am then heading out around noon. They will be coming back to Fuse around 4/5pm. How do I go about getting approval to block off 4-5 parking spaces right in front of the building? Is there anything else that I need to get approved for this event?

Thank you for your help.

Tara Rahe
FUSE, CEO
224 2nd Ave NE
Dymersville, IA 52040
563.590.3536
<http://fusedymersville.com>

The James Kennedy Public Library is formally requesting to block off the City parking lot west of the library on the following date:

June 19, 2023 from 8 am until 2:30 pm

We will be hosting a live animal program for our Summer Reading Program. The professor who is bringing the animals has specified an outdoor presentation as his animals are not potty trained. Any “deposits” will be picked up or hosed off by library staff in order to leave parking lot in good condition. We would place barricades very late the night before or very early morning so as to have all vehicles out before needing to set up the program. Thank you.



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

May 10, 2023

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 use Legacy Square for the June 9th & July 14th Downtown Summer Nights. We would also like to close 2nd St SW in front of St. Francis Xavier School between 2nd Ave & 3rd Ave SW for Firemen's waterball in June.

Downtown Summer Night will be from 6:00-9:30pm with setup and tear down will be from 4:00 pm to 11:00 p.m. Downtown Summer Nights has been a wonderful free event for the community to enjoy.

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

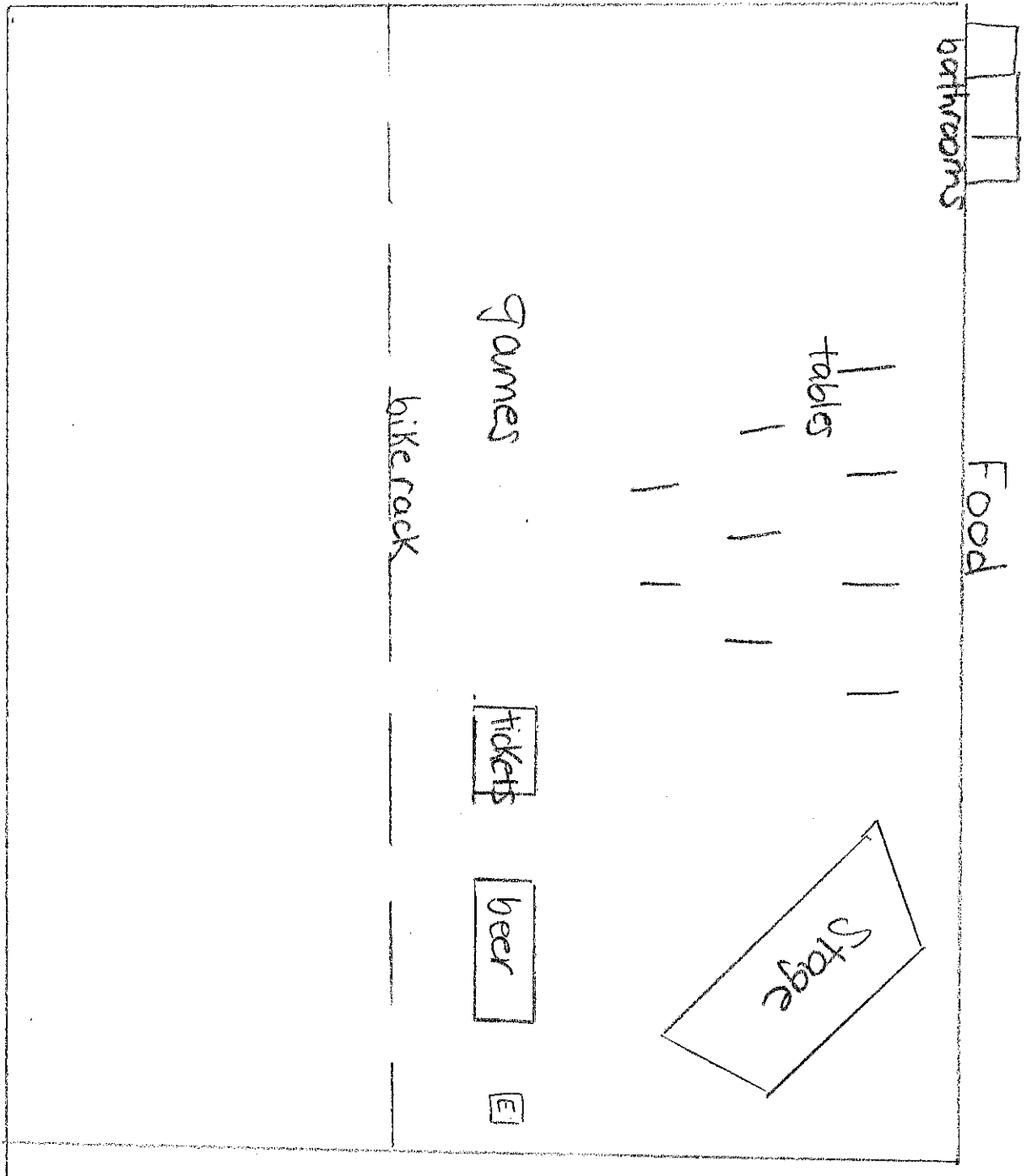
Thank you for your time and consideration of our request.

Sincerely,

Karla Thompson, Executive Director
Dyersville Area Chamber of Commerce

2nd St.

Waterball



3rd Ave.

RESOLUTION NO. 32-23**A RESOLUTION HIRING POLICE OFFICER FOR THE
CITY OF DYERSVILLE****BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DYERSVILLE,
IOWA:**

SECTION 1. The following person and position named shall be paid the wage indicated and the City Clerk is authorized to issue checks, less legally required or authorized deductions from the amount set out below, on Friday of each week, all subject to audit and review by the City Council:

<u>Name</u>	<u>Position</u>	<u>Rate</u>
Caleb Bullard	Part Time Certified Police Officer	\$24.00

SECTION 2. The Policy and Administration Committee and City Administrator are hereby authorized to meet from time to time to consider merit pay adjustments and make recommendations to the City Council. Furthermore, the City Council shall make merit pay adjustments as they may deem necessary.

PASSED AND APPROVED this 15th day of May, 2023

 Jeff Jacque, Mayor

ATTEST:

 Tricia L. Maiers, City Clerk / Treasurer

Dyersville Police Department

338 1st Avenue East, Dyersville, Iowa 52040

Chief Brent C Schroeder
bschroeder@cityofdiersville.com



Phone (563) 875-7724
Fax (563) 875-2070

Date: May 5, 2023
To: Mayor Jacque
City Council Members
From: Chief Schroeder
Re: Hiring of Department Personnel

I recommend the immediate hiring of Caleb Bullard for the position of certified part-time officer. Mr. Bullard is currently a certified State of Iowa police officer and is serving full-time as a deputy in another county.

I further recommend that Caleb Bullard's starting rate of pay be \$24.00 an hour.

Thank-you,

A handwritten signature in blue ink, appearing to read "Brent C. Schroeder", written over a horizontal line.

Chief Brent C. Schroeder

RESOLUTION NO. 33-23

A RESOLUTION SETTING THE SALARIES FOR THE DYERSVILLE FAMILY AQUATIC CENTER SUMMER EMPLOYEES OF THE CITY OF DYERSVILLE FOR 2023

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

SECTION 1. The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is authorized to issue checks, less legally required or authorized deductions from the amount set out below, on Friday of each week, all subject to audit and review by the City Council:

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>2023 Wage</u>
Finnegan	Cooney	Facility Assistant	\$ 8.00
Judith	Williams	Lifeguard	\$ 11.50

SECTION 2. *Lifeguard Reimbursement.* Effective from the date of this Resolution, the City Administrator or his agent are hereby authorized to reimburse one-half of the lifeguard safety certificate training costs for Managers, Head Lifeguards and Lifeguards that have worked more than 200 hours, completed five (5) private lessons, worked 20 hours in August at the Aquatic Center and have successfully completed employment with the City of Dyersville for the entire pool season. Reimbursement request must be made by September 15, 2023 to the City Clerk. This reimburse will only cover costs to enroll and obtain the lifeguard safety certificate training; it does not cover their work time to attend the class nor mileage reimbursement.

SECTION 3. The City Administrator is hereby authorized to adjust only the lifeguard's hourly rate of pay up to \$0.25 per hour for successfully earning and using their Water Safety Instructor (WSI) certification at the Dyersville Family Aquatic Center.

SECTION 4. The Policy and Administration Committee and City Administrator are hereby authorized to meet from time to time to consider merit pay adjustments and make recommendations to the City Council. Furthermore, the City Council shall make merit pay adjustments as they may deem necessary.

PASSED AND APPROVED this 15th day of May, 2023.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer

RESOLUTION NO. 34-23**A RESOLUTION SETTING THE SALARY FOR AN EMPLOYEE
OF THE CITY OF DYERSVILLE****BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DYERSVILLE, IOWA:**

SECTION 1. The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is authorized to issue checks, less legally required or authorized deductions from the amount set out below, on Friday of each week and make such contributions to IPERS and Social Security or other purpose as required by law or authorization of the City Council, all subject to audit and review by the City Council:

<u>Name</u>	<u>Department</u>	<u>Position</u>	<u>Salary/Hourly Rate</u>
Terry Recker	Public Works	Water Operator	\$29.43

Overtime and compensatory hours shall be paid for at one and one-half times the hourly or equivalent rate for the job performed.

SECTION 2. The wages as indicated above shall take effect on the first full pay period after the passage of this Resolution.

PASSED AND APPROVED this 15th day of May, 2023.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

May 11, 2023

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

RE: Water Operator Compliance with Water and Wastewater Operator Licenses

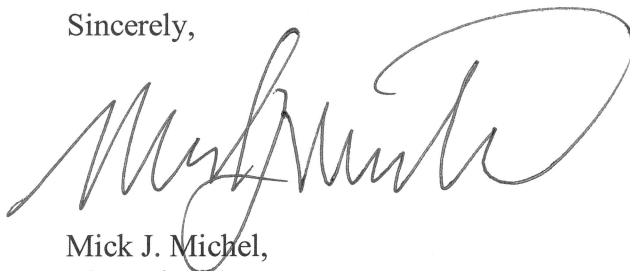
Dear Honorable Mayor Jacque and Council Members:

I am writing to inform you that Water Operator Terry Recker has successfully obtained a Grade 2 Water License and a Grade 3 Wastewater License for the City. As a result of this achievement, the employee's current pay rate of \$28.32 per hour will be increased to \$29.45 per hour.

In addition, I am pleased to report that the City now has two Grade 3 operators on staff.

We are proud of Terry's dedication to meeting the City's requirements and look forward to their continued contributions to our City.

Sincerely,



Mick J. Michel,
City Administrator

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LEASE-
PURCHASE AGREEMENT

419893-NEW

Dyersville, Iowa

May 15, 2023

The City Council of the City of Dyersville, Iowa, met on May 15, 2023, at _____ p.m.,
at the _____, in the City.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

• • • • •

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

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

RESOLUTION NO. 37-23

Resolution to fix a date for a public hearing on proposal to enter into a General Fund Snow Plow Truck Lease-Purchase Agreement with lease payments thereunder in an amount not to exceed \$225,000

WHEREAS, pursuant to the provisions of Section 364.4 of the Code of Iowa, the City of Dyersville (the “City”), in Delaware and Dubuque Counties, State of Iowa proposes to contract indebtedness and enter into a General Fund Snow Plow Truck Lease-Purchase Agreement (the “Lease-Purchase Agreement”) with principal lease payments thereunder in an amount not to exceed \$225,000, for the purpose of acquiring a snow plow truck for use by the City’s public works department, and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Lease-Purchase Agreement and to give notice thereof as required by such law;

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

Section 1. The City Council shall meet on June 5, 2023, at the Memorial Building, 340 1st Avenue East, Dyersville, Iowa, at 6:00 p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Lease-Purchase Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Lease-Purchase Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A GENERAL FUND LEASE-PURCHASE AGREEMENT WITH
LEASE PAYMENTS THEREUNDER IN AN AMOUNT NOT TO EXCEED
\$225,000

(GENERAL FUND)

The City Council of the City of Dyersville, Iowa, will meet on June 5, 2023, at the Memorial Building, 340 1st Avenue East, in the City, at 6:00 p.m., for the purpose of instituting proceedings and taking action to enter into a lease-purchase agreement (the “Lease-Purchase Agreement”) with lease payments thereunder in a principal amount not to exceed \$225,000 for the purpose of acquiring a snow plow truck for use by the City’s public works department.

The Lease-Purchase Agreement is proposed to be entered into pursuant to authority contained in Section 364.4 of the Code of Iowa and will constitute a general obligation of the City, provided, however, that principal and interest payments under the Lease-Purchase Agreement shall be payable from the City’s General Fund and not from the direct imposition of a debt service property tax levy.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Lease-Purchase Agreement. After receiving objections, the City may determine to enter into the Lease-Purchase Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Dyersville, Iowa.

Tricia Maiers
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Passed and approved May 15, 2023.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
DELAWARE AND DUBUQUE COUNTIES
CITY OF DYERSVILLE

SS:

I, the undersigned, City Clerk of the City of Dyersville, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for a hearing on the Council's proposal to take action in connection with a Lease-Purchase Agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2023.

Tricia L. Maiers, City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
 DELAWARE AND DUBUQUE COUNTIES
 CITY OF DYERSVILLE

SS:

I, the undersigned City Clerk, do hereby certify that the City of Dyersville is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
 _____, City Administrator
 _____, City Clerk/Treasurer
 _____, Council Member/Mayor Pro Tem
 _____, Council Member
 _____, Council Member
 _____, Council Member
 _____, Council Member

WITNESS MY HAND this ____ day of _____, 2023.

 Tricia L. Maiers, City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
DELAWARE AND DUBUQUE COUNTIES
CITY OF DYERSVILLE

SS:

I, the undersigned, City Clerk of the City of Dyersville , do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a Lease-Purchase Agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2023.

Tricia L. Maiers, City Clerk

(Attach here the publisher's original affidavit with a clipping of the notice, as published.)

CHANGE ORDER

Change Order No:	5
Date:	April 26, 2023
Agreement Date:	October 17, 2022

Owner:	City of Dyersville, Iowa	
	Dyersville East Road Utilities Extension 2022	EDA No. 05-79-06087
Project:	Sanitary Sewer and Force Main	Origin Design No. 20080
Contractor:	Tschiggfrie Excavating Co.	

The following changes are hereby made to the CONTRACT DOCUMENTS:

A) Bid Item Quantity Overruns

6	Sanitary Sewer Force Main, Trenched, PVC, 6"	30.83	LF @	\$39.00	\$ 1,202.37
19	Driveway, Paved, Concrete, 6"	52.34	SY @	\$75.00	3,925.50
27	Inlet Protection Device, Surface	2	EA @	\$180.00	360.00
28	Inlet Protection Device, Maintenance	3	EA @	\$11.00	33.00

B) Additional Grading at 30512 Dyersville East Road (see attached)

Materials, Equipment & Labor	5,021.00
------------------------------	----------

C) Fittings (see attached)	68	LBS @	\$11.50	782.00
----------------------------	----	-------	---------	--------

TOTAL CHANGE ORDER NO. 5

\$11,323.87

Justification:

- A) Bid item quantity overruns from original plan quantity estimates are due to actual material quantities required to be installed for field conditions encountered during construction.
- B) Additional grading was necessary for the restoration of this property to preconstruction condition.
- C) Field conditions during construction dictated the use of ductile iron fitting connections to the force main system.

Change to CONTRACT PRICE:

Original CONTRACT PRICE	\$ 1,094,955.20
Current CONTRACT PRICE adjusted by previous CHANGE ORDER	\$ 1,128,743.25
The CONTRACT PRICE due to this CHANGE ORDER will be INCREASED by	\$ 11,323.87
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ 1,140,067.12


Change to CONTRACT TIME:

The CONTRACT TIME will be unchanged. The date for substantial completion is April 15, 2023. The date for final completion is May 15, 2023.

Approvals Required:

To be effective this Order must be approved by the federal agency if it changes the scope or objective of the PROJECT.

Change Order Recommended for Acceptance:

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p>For Origin Design Co.</p>
	<p>Eldon M. Schneider, PE License Number 22517 My license renewal date is December 31, 2023 Pages or sheets covered by this seal: Change Order No. 5</p>

Accepted and/or Requested:

CONTRACTOR Tschiggfrie Excavating Co.

BY _____

Signature

NAME Ben Kramer

TITLE Project Manager

DATE _____

Accepted and/or Requested:

OWNER City of Dyersville, Iowa

Attest:

BY _____

Signature

BY _____

Signature

NAME Tricia Maiers

TITLE City Clerk

NAME: Jeff Jacque

TITLE: Mayor

DATE _____

TSCHIGGFRIE INVOICE

Item 19.

Project: Dyersville East Road Extra Grading**Bill To:** City of Dyersville**Address:** 340 1st Ave. E**City, St, Zip:** Dyersville IA. 52040**Attn:** Marc Ruden**Ph:** 563-875-7724**Fx:****Location:** 30512 Dyersville East Rd.**Date Completed:** Thu, Apr 27, 2023**LABOR & EQUIPMENT**

DESCRIPTION	SKU#	QTY	UNITS		UNIT PRICE		TOTAL
Pickup Truck	TK01	1.50	HRS	@	110.00	=	\$165.00
Pull Trailer - 2 Axle	TL01	1.50	HRS	@	30.00	=	\$45.00
CAT 299 Skid Loader - Track	LD03	1.50	HRS	@	180.00	=	\$270.00
Operator	LA02	1.50	HRS	@	100.00	=	\$150.00
Laborer	LA03	4.00	HRS	@	90.00	=	\$360.00
CAT 966 Loader - Rubber Tire	LD23	2.00	HRS	@	190.00	=	\$380.00
Dump Truck, 3 Axle	TK06	5.50	HRS	@	125.00	=	\$687.50

\$2,057.50**MATERIALS**

DESCRIPTION	QTY	UNITS		UNIT PRICE		TOTAL
Topsoil	70.00	TON	@	\$40.00	=	\$2,800.00
Special Backfill	10.90	TON	@	\$15.00	=	\$163.50

\$2,963.50**TOTAL****\$5,021.00**

(ADD TAX AS REQUIRED)



425 Julien Dubuque Dr.
Dubuque, IA 52003

P.O. Box 3280
Dubuque, IA 52004

Ph: (563) 557-7450

Fx: (563) 557-7585

To:	CITY OF DYERSVILLE	Contact:	City of Dyersville
Address:	340 - 1st Ave E. Dyersville, IA 52040	Phone:	(563) 875-7724
		Fax:	(563) 875-8238
Project Name:	Dyersville Sanitary Sewer & Forcemain Fittings	Bid Number:	
Project Location:	Dyersville, IA	Bid Date:	4/28/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		Fittings - By Weight	68.00	LB	\$11.50	\$782.00

Total Bid Price: \$782.00

Notes:

- **The following items are included in this quote:**
- **The following items are NOT included in this quote:**
- Not Included: Any Surveying & Layout
- Not Included: Any Testing or Sampling of Materials
- Not Included: Cold Weather Protection for Paving or Subgrade
- Not Included: Removal of Hazardous or Contaminated materials
- Not Included: Over-excavation of poor soils
- Not Included: Any Bonding
- Not Included: Any Retainage
- Not Included: Any required Permits
- Not Included: Any Allowances
- .
- **Special Notes for this quote:**
- Addendums are acknowledged
- All costs will be based on actual quantities installed
- Payment due 30 days from invoice
- This quote is applicable for 30 days after bid date
- Any applicable taxes will be an additional cost

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Tschiggfrie Exc. Co.

Authorized Signature:

Estimator: Ben Kramer
(563) 542-0586 bkramer@tschiggfrie.net

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 20.

CONTRACT PAYMENT NO.

5

PAGE 1/3

OWNER:	CITY OF DYERSVILLE, IOWA
PROJECT:	DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 SANITARY SEWER & FORCE MAIN
ORIGIN DESIGN NO:	20080

CONTRACTOR:	TSCHIGGFRIE EXCAVATING CO.
ADDRESS:	425 JULIEN DUBUQUE DRIVE
	DUBUQUE, IA 52003

PROJECT COMPLETION DATE
Original: APRIL 15, 2023 (SUBSTANTIAL COMPLETION)
Revised: MAY 15, 2023 (FINAL COMPLETION)

AMOUNT OF CONTRACT
ORIGINAL: \$1,094,955.20
REVISED: \$1,128,743.25

DATES OF PAYMENT
FROM: 4/1/2023
TO: 4/30/2023

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CHANGE ORDERS	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-site		5500	CY	\$6.00	1650	\$9,900.00	3850	\$23,100.00	5500	\$33,000.00	100%
2	Removal of Known Pipe Culvert, CMP, Various		588	LF	\$7.30	431	\$3,146.30	157	\$1,146.10	588	\$4,292.40	100%
3	Rock Excavation		14000	CY	\$0.01	361.2	\$3.61	0	\$0.00	361.2	\$3.61	3%
4	Replacement of Unsuitable Backfill Material		25500	TON	\$0.01	1161.83	\$11.62	0	\$0.00	1161.83	\$11.62	5%
5	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	CO 4	8714	LF	\$71.00	8700	\$617,700.00	14	\$994.00	8714	\$618,694.00	100%
6	Sanitary Sewer Force Main, Trenched, PVC, 6"		3950	LF	\$39.00	3338	\$130,182.00	612	\$23,868.00	3950	\$154,050.00	100%
7	Sanitary Sewer Force Main, Trenchless, PVC, 6"	CO 4	120	LF	\$91.00	115	\$10,465.00	5	\$455.00	120	\$10,920.00	100%
8	Sewage Air Release Valve and Pit		1	EA	\$9,600.00	1	\$9,600.00	0	\$0.00	1	\$9,600.00	100%
9	Pipe Culvert, Trenched, CMP, 15"		31	LF	\$52.00	31	\$1,612.00	0	\$0.00	31	\$1,612.00	100%
10	Pipe Culvert, Trenched, CMP, 18"		363	LF	\$59.00	336	\$19,824.00	27	\$1,593.00	363	\$21,417.00	100%
11	Pipe Culvert, Trenched, CMP, 24"	CO 1	75	LF	\$74.00	75	\$5,550.00	0	\$0.00	75	\$5,550.00	100%
12	Pipe Apron, CMP, 15"		2	EA	\$240.00	2	\$480.00	0	\$0.00	2	\$480.00	100%
13	Pipe Apron, CMP, 18"		16	EA	\$260.00	12	\$3,120.00	4	\$1,040.00	16	\$4,160.00	100%
14	Pipe Apron, CMP, 24"		4	EA	\$380.00	4	\$1,520.00	0	\$0.00	4	\$1,520.00	100%
15	Manhole, SW-301, 48"		260	VF	\$540.00	242.3	\$130,842.00	13.33	\$7,198.20	255.63	\$138,040.20	98%
16	Removal of Driveway		518	SY	\$4.60	72.33	\$332.72	130.32	\$599.47	202.65	\$932.19	39%
17	Driveway, Paved, Asphalt, 4"		33	SY	\$53.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
18	Driveway, Paved, Concrete, 4"		72	SY	\$65.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
19	Driveway, Paved, Concrete, 6"		90	SY	\$75.00	0	\$0.00	90	\$6,750.00	90	\$6,750.00	100%
20	Driveway, Granular	CO 4	283.65	TON	\$17.00	182	\$3,094.00	101.65	\$1,728.05	283.65	\$4,822.05	100%
21	Temporary Traffic Control		1	LS	\$12,000.00	0.5	\$6,000.00	0.5	\$6,000.00	1	\$12,000.00	100%
22	Conventional Seeding, Seeding, Fertilizing, and Mulching		6.8	AC	\$1,900.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
23	SWPPP Management		1	LS	\$1,600.00	0.3	\$480.00	0.7	\$1,120.00	1	\$1,600.00	100%
24	Silt Fence or Silt Fence Ditch Check		1600	LF	\$2.10	886	\$1,860.60	90	\$189.00	976	\$2,049.60	61%
25	Silt Fence or Silt Fence Ditch Check, Removal of Sediment		1600	LF	\$0.01	0	\$0.00	0	\$0.00	0	\$0.00	0%
26	Silt Fence or Silt Fence Ditch Check, Removal of Device		1600	LF	\$0.21	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL WORK COMPLETED (PAGE 1)

\$75,780.82

\$1,031,504.67

CONTRACT PAYMENT NO.**5****DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE**

ITEM NO.	CONTRACT ITEM DESCRIPTION		CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
27	Inlet Protection Device, Surface	CO 1	13	EA	\$180.00	13	\$2,340.00	0	\$0.00	13	\$2,340.00	100%
28	Inlet Protection Device, Maintenance		12	EA	\$11.00	0	\$0.00	12	\$132.00	12	\$132.00	100%
29	Mobilization		1	LS	\$36,800.00	0.4	\$14,720.00	0.6	\$22,080.00	1	\$36,800.00	100%
30	Maintenance of Postal Service		1	LS	\$450.00	0.2	\$90.00	0.8	\$360.00	1	\$450.00	100%
31	Concrete Washout		1	LS	\$400.00	1	\$400.00	0	\$0.00	1	\$400.00	100%
32	Exploratory Excavation		30	HR	\$84.00	27.5	\$2,310.00	2.5	\$210.00	30	\$2,520.00	100%

TOTAL WORK COMPLETED (PAGE 2)**\$22,782.00****\$42,642.00****TOTAL WORK COMPLETED TO DATE****\$98,562.82****\$1,074,146.67****DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE**

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION		CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Quantity increase for Bid Items 11 & 27 - see above items		----	----	-----	----	-----	----	-----	----	-----	----
2	Cast-in-Place Antiflotation Bases to Select Manholes		6	EA	\$1,000.00	6	\$6,000.00	0	\$0.00	6	\$6,000.00	100%
3	6" Perforated Drain Tile		600	LF	\$17.00	600	\$10,200.00	0	\$0.00	600	\$10,200.00	100%
3	Hickenbottom Drain/Rodent Guard		1	LS	\$320.00	1	\$320.00	0	\$0.00	1	\$320.00	100%
4	Quantity increase for Bid Items 5, 7 & 20 - see above items		-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
4	Granular Shoulder Repair											
	Granular Shoulder		325	TON	\$23.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
	Mobilization		1	LS	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
4	Manhole Riser (Manhole Barrel Section - 1' Riser)		1	LS	\$2,500.00	0	\$0.00	1	\$2,500.00	1	\$2,500.00	100%
4	6" Perforated Drain Tile		100	LF	\$19.00	0	\$0.00	100	\$1,900.00	100	\$1,900.00	100%

TOTAL CHANGE ORDER WORK**\$4,400.00****\$20,920.00****TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE**

\$1,095,066.67

Less: Amount Retained Per Contract 5%

\$54,753.33

Value of Stored Materials (See Attached List)

\$0.00

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$1,040,313.34

Less: Previous Amount Earned

\$942,498.66

BALANCE DUE TO CONTRACTOR THIS PAYMENT**\$97,814.68**

CONTRACT PAYMENT NO.

5

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

CONTRACTOR: **TSCHIGGFRIE EXCAVATING CO.**

BY: _____ TITLE: _____ DATE: _____

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

ORIGIN DESIGN CO.

BY: _____ TITLE: Water Resources Team Leader DATE: 5/5/2023

Marc Ruden, P.E.

APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA AMOUNT PAID _____

BY: _____ TITLE: _____ DATE: _____

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 21.

CONTRACT PAYMENT NO.

8

PAGE 1/4

OWNER:	CITY OF DYERSVILLE, IOWA
PROJECT:	DYERSVILLE EAST ROAD UTILITY EXTENSION 2022
	CONTRACT D LIFT STATION AND LINEAR SEWER ONSITE
ORIGIN DESIGN NO:	20080

CONTRACTOR:	PORTZEN CONSTRUCTION, INC.
ADDRESS:	205 STONE VALLEY DR.
	DUBUQUE, IA 52003-9746

PROJECT COMPLETION DATE
Original: SUBSTANTIAL COMPLETION: APRIL 15, 2023
FINAL COMPLETION: MAY 15, 2023
Revised:

AMOUNT OF CONTRACT
ORIGINAL: \$1,597,625.69
REVISED: \$1,660,334.50

DATES OF PAYMENT
FROM: 4/1/2023
TO: 4/30/2023

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-site	2570	CY	\$17.67	1900	\$33,573.00	0	\$0.00	1900	\$33,573.00	74%
2	Excavation, Class 10	1590	CY	\$16.62	1590	\$26,425.80	0	\$0.00	1590	\$26,425.80	100%
3	Subgrade Preparation	590	SY	\$2.50	590	\$1,475.00	0	\$0.00	590	\$1,475.00	100%
4	Subbase, Sub-base Course	205	TON	\$19.48	205	\$3,993.40	0	\$0.00	205	\$3,993.40	100%
5	Subbase, Base Course	95	TON	\$19.50	95	\$1,852.50	0	\$0.00	95	\$1,852.50	100%
6	Removal of Known Pipe Culvert, CMP, 48-in	85	LF	\$40.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
7	Rock Excavation	350	CY	\$84.25	0	\$0.00	0	\$0.00	0	\$0.00	0%
8	Replacement of Unsuitable Backfill Material	640	TON	\$25.10	1205.05	\$30,246.76	0	\$0.00	1205.05	\$30,246.76	188%
9	Sanitary Sewer Gravity Main, Trenched, PVC, 12-in	3338	LF	\$80.73	3083	\$248,890.59	0	\$0.00	3083	\$248,890.59	92%
10	Sanitary Sewer Force Main, Trenched, PVC, 6-in	1375	LF	\$60.06	1326	\$79,639.56	40	\$2,402.40	1366	\$82,041.96	99%
11	Pipe Culvert, Trenched, CMP, 48-in	76	LF	\$234.07	76	\$17,789.32	0	\$0.00	76	\$17,789.32	100%
12	Pipe Apron, CMP, 48-in	4	EA	\$3,116.10	2	\$6,232.20	0	\$0.00	2	\$6,232.20	50%
13	Water Main, Trenched, PVC, 12-in	95	LF	\$152.32	92.17	\$14,039.33	0	\$0.00	92.17	\$14,039.33	97%
14	Water Main, Trenched, DI, 12-in	12	LF	\$360.81	12	\$4,329.72	0	\$0.00	12	\$4,329.72	100%
15	Fittings, Compact DI, MJ, Various Sizes	650	LBS	\$24.15	917	\$22,145.55	39	\$941.85	956	\$23,087.40	147%
16	Water Service Pipe, Copper, 3/4-in	50	LF	\$38.92	54	\$2,101.68	0	\$0.00	54	\$2,101.68	108%
17	Water Service Pipe, HDPE, 1/4-in	15	LF	\$183.05	0	\$0.00	0	\$0.00	0	\$0.00	0%
18	Water Service Corporation, Ball Style, 3/4-in	1	EA	\$927.50	1	\$927.50	0	\$0.00	1	\$927.50	100%
19	Water Service Curb Stop & Box, Minneapolis, 3/4-in	1	EA	\$503.00	1	\$503.00	0	\$0.00	1	\$503.00	100%
20	Valve, Gate Valve, 12-in	2	EA	\$4,141.00	2	\$8,282.00	0	\$0.00	2	\$8,282.00	100%
21	Flushing Device (Blowoff), 3/4-in	1	EA	\$1,473.00	1	\$1,473.00	0	\$0.00	1	\$1,473.00	100%
22	Manhole, SW-301, 48-in	181	VF	\$767.69	181.32	\$139,197.55	0	\$0.00	181.32	\$139,197.55	100%
23	Drop Connection	1	EA	\$4,162.00	1	\$4,162.00	0	\$0.00	1	\$4,162.00	100%
24	Sanitary Sewer Lift Station	1	EA	\$390,974.00	0.84	\$328,418.16	0.04	\$15,638.96	0.88	\$344,057.12	88%

TOTAL WORK COMPLETED (PAGE 1)

\$18,983.21

\$994,680.83

CONTRACT PAYMENT NO.
8

 PAG **Item 21.**
DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
25	Pavement, HMA	165	TON	\$100.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
26	Removal of Driveway	71	SY	\$15.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
27	Driveway, Granular	23	TON	\$19.53	106.35	\$2,077.02	18.1	\$353.49	124.45	\$2,430.51	541%
28	Temporary Traffic Control	1	LS	\$3,570.00	0.75	\$2,677.50	0	\$0.00	0.75	\$2,677.50	75%
29	Conventional Seeding, Seeding, Fertilizing, and Mulching	2	AC	\$2,100.00	2.4	\$5,040.00	0	\$0.00	2.4	\$5,040.00	120%
30	SWPPP Management	1	LS	\$500.00	0.5	\$250.00	0.2	\$100.00	0.7	\$350.00	70%
31	Riprap, Erosion Stone	30	TON	\$24.48	0.1	\$2.45	0	\$0.00	0.1	\$2.45	0%
32	Riprap, Class D	75	TON	\$25.48	120.92	\$3,081.04	26.69	\$680.06	147.61	\$3,761.10	197%
33	Silt Fence or Silt Fence Ditch Check	3552	LF	\$1.60	3507	\$5,611.20	200	\$320.00	3707	\$5,931.20	104%
34	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	3552	LF	\$0.02	0	\$0.00	0	\$0.00	0	\$0.00	0%
35	Silt Fence or Silt Fence Ditch Check, Removal of Device	3552	LF	\$0.02	0	\$0.00	0	\$0.00	0	\$0.00	0%
36	Stabilized Construction Entrance	1	EA	\$2,000.00	1	\$2,000.00	0	\$0.00	1	\$2,000.00	100%
37	Inlet Protection Device, Surface	3	EA	\$210.00	2	\$420.00	2	\$420.00	4	\$840.00	133%
38	Inlet Protection Device, Maintenance	3	EA	\$105.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
39	Mobilization	1	LS	\$102,800.00	0.9	\$92,520.00	0	\$0.00	0.9	\$92,520.00	90%
40	Concrete Washout	1	LS	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	100%
41	Exploratory Excavation	30	HRS	\$273.00	12	\$3,276.00	0	\$0.00	12	\$3,276.00	40%
42	Control Valve Station, Precast 72" ID	1	EA	\$53,845.00	0.5	\$26,922.50	0.16	\$8,615.20	0.66	\$35,537.70	66%
43	Generator Pad	1	LS	\$16,075.00	0.75	\$12,056.25	0.25	\$4,018.75	1	\$16,075.00	100%
44	Transformer Pad	1	LS	\$2,530.00	0	\$0.00	1	\$2,530.00	1	\$2,530.00	100%
45	Control Building	1	LS	\$115,200.00	0.69	\$79,488.00	0.27	\$31,104.00	0.96	\$110,592.00	96%
46	Electrical, Complete	1	LS	\$47,300.00	0.6	\$28,380.00	0.21	\$9,933.00	0.81	\$38,313.00	81%
47	Controls, Complete	1	LS	\$21,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
48	Generator and ATS	1	LS	\$96,600.00	0.1	\$9,660.00	0	\$0.00	0.1	\$9,660.00	10%

TOTAL WORK COMPLETED (PAGE 2)
\$58,074.50
\$333,036.46
TOTAL WORK COMPLETED TO DATE
\$77,057.71
\$1,327,717.29

CONTRACT PAYMENT NO.**8**

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DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Replace Bases of Manholes 38 and 39	1	LS	\$8,580.00	1	\$8,580.00	0	\$0.00	1	\$8,580.00	100%
1	12" PVC C900 Sanitary Sewer Gravity Main		LF	\$118.73	232	\$27,545.36	0	\$0.00	232	\$27,545.36	
2	Wood Chip Replacement at Field of Dreams parking area	1	LS	\$5,580.00	1	\$5,580.00	0	\$0.00	1	\$5,580.00	100%
2	Add Flushing Station	1	LS	\$18,377.78	0.8	\$14,702.22	0	\$0.00	0.8	\$14,702.22	80%
3	Add Manhole Anti-Flotation Ballast	8	EA	\$3,650.00	7	\$25,550.00	1	\$3,650.00	8	\$29,200.00	100%
4	Modify conduit & cable schedule to coordinate with System Integrator	1	LS	\$971.03	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL CHANGE ORDER WORK**\$3,650.00****\$85,607.58****TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE**

\$1,413,324.87

Less: Amount Retained Per Contract 5%

\$70,666.24

Value of Stored Materials (See Attached List)

\$4,400.00

Less: Stored Materials Amount Retained Per Contract 5%

\$220.00

Net Amount Earned to Date

\$1,346,838.63

Less: Previous Amount Earned

\$1,270,422.80

BALANCE DUE TO CONTRACTOR THIS PAYMENT**\$76,415.83**

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

CONTRACTOR: PORTZEN CONSTRUCTION, INC.

BY: _____

TITLE: _____

DATE: _____

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

ORIGIN DESIGN CO.

BY: _____

TITLE: Water Resource Team Leader

DATE: 5/5/2023

Marc Ruden, P.E.

APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA

AMOUNT PAID _____

BY: _____

TITLE: _____

DATE: _____

CONTRACT PAYMENT NO.

8

LIST OF STORED MATERIALS

Supplier	Invoice No.			Total Invoice
J & R Supply	2207379-IN			\$47,040.00
J & R Supply	9207379-IN			\$91,560.00
J & R Supply	2208837-IN			\$19,440.00
County Materials	3813501-00			\$8,935.14
County Materials	3813495-00			\$11,238.13
County Materials	3820281-00			\$8,876.39
COPIES OF THE ABOVE INVOICES INCLUDED WITH PAYMENT NO. 1				
		Total Invoices		\$187,089.66
		Less Material Installed Payment No. 2		(\$90,449.22)
		Less Material Installed Payment No. 3		(\$49,658.44)
		Less Material Installed Payment No. 4		\$0.00
		Less Material Installed Payment No. 5		(\$17,540.00)
		Less Materials Installed Payment No. 6		(\$18,640.77)
		Less Materials Installed Payment No. 7		(\$6,131.23)
		Less Materials Installed Payment No. 8		(\$270.00)
		TOTAL STORED MATERIAL THIS PAYMENT		\$4,400.00

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

Item 22.

CONTRACT PAYMENT NO.

2

PAGE 1/3

OWNER:	CITY OF DYERSVILLE, IOWA
PROJECT:	DYERSVILLE EAST ROAD UTILITY EXT. 2022 CONTRACT C WATER PUMPING STATION
ORIGIN DESIGN NO:	21168C

CONTRACTOR:	F.L. KRAPFL, INC.
ADDRESS:	P.O. BOX 303
	DYERSVILLE, IA 52040

PROJECT COMPLETION DATE
ORIGINAL: SUBSTANTIAL COMPLETION JULY 1, 2023
FINAL COMPLETION AUGUST 1, 2023
REVISED:

AMOUNT OF CONTRACT
ORIGINAL: \$1,315,000.00
REVISED:

DATES OF PAYMENT
FROM: APRIL 1, 2023
TO: APRIL 30, 2023

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-site	340	CY	\$6.00	170	\$1,020.00	0	\$0.00	170	\$1,020.00	50%
2	Excavation, Class 10	320	CY	\$5.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
3	Subbase, Gradation 14	300	TON	\$23.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
4	Replacement of Unsuitable Backfill Material	300	TON	\$8.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
5	Exploratory Excavation	10	HRS	\$315.00	4	\$1,260.00	0	\$0.00	4	\$1,260.00	40%
6	Sanitary Sewer Gravity Service, Trenched, PVC SDR 26, 4"	10	LF	\$103.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
7	Sanitary Sewer Force Service, Trenched, HDPE SDR 9, 1.25"	40	LF	\$64.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
8	Sanitary Sewer Cleanout	1	EA	\$488.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
9	Pipe Culvert, Trenched, DIP, 8"	40	LF	\$57.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
10	Water Main, Trenched, PVC, 6"	45	LF	\$92.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
11	Water Main, Trenched, DIP, 6"	20	LF	\$80.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
12	Water Main, Trenched, PVC, 8"	35	LF	\$100.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
13	Water Main, Trenched, DIP, 8"	5	LF	\$275.00	5	\$1,375.00	0	\$0.00	5	\$1,375.00	100%
14	Water Main, Trenched, PVC, 12-Inch	140	LF	\$98.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
15	Water Main, Trenched, DIP, 12-Inch	15	LF	\$142.00	15	\$2,130.00	0	\$0.00	15	\$2,130.00	100%
16	Fitting, Compact DI MJ, Various Sizes	2500	LBS	\$6.50	0	\$0.00	0	\$0.00	0	\$0.00	0%
17	Water Service Pipe, Copper, 1/2-Inch	20	LF	\$45.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
18	Water Service Corporation, Ball Style Bronze, 1/2 Inch	1	EA	\$450.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
19	Water Service Curb Stop/Box, Ball Type Minn. Pattern, 1/2 Inch	1	EA	\$320.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
20	Valve, Resilient Seat Gate Valve, 6 Inch	3	EA	\$1,850.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
21	Valve, Resilient Seat Gate Valve, 8 Inch	1	EA	\$2,195.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
22	Valve, Resilient Seat Gate Valve, 12 Inch	4	EA	\$3,650.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
23	Sanitary Sewer Lift Station	1	EA	\$19,160.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
24	PCC Thickened Edge Sidewalk	42	SY	\$87.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
25	Driveway, Paved, PCC, 6 Inch	635	SY	\$65.00	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL WORK COMPLETED (PAGE 1)

\$0.00

\$5,785.00

CONTRACT PAYMENT NO.**2****DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE**

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
26	PCC Transformer Pad	7	SY	\$157.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
27	PCC Generator Pad	20	SY	\$157.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
28	Full Depth Patches	15	SY	\$155.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
29	Temporary Traffic Control	1	LS	\$900.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
30	Conventional Seeding, Seeding, Fertilizing, and Mulching	2025	SY	\$3.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
31	Stabilized Construction Entrance	50	SY	\$9.50	50	\$475.00	0	\$0.00	50	\$475.00	100%
32	Inlet Protection Device, Surface Applied	2	EA	\$55.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
33	Inlet Protection Device, Maintenance	2	EA	\$80.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
34	Silt Fence or Silt Fence Ditch Check	550	LF	\$2.35	100	\$235.00	0	\$0.00	100	\$235.00	18%
35	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	550	LF	\$1.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
36	Silt Fence or Silt Fence Ditch Check, Removal of Device	550	LF	\$1.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
37	Mobilization	1	LS	\$63,684.00	0.25	\$15,921.00	0	\$0.00	0.25	\$15,921.00	25%
38	Maintenance of Postal Service	1	LS	\$300.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
39	Concrete Washout	1	LS	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
40	Water Pumping Station	1	LS	\$842,986.60	0.06	\$50,579.20	0.125	\$105,373.33	0.185	\$155,952.52	19%
41	Electric, Complete	1	LS	\$92,673.90	0	\$0.00	0.25	\$23,168.48	0.25	\$23,168.48	25%
42	Controls, Installation	1	LS	\$4,742.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
43	Standby Generator	1	LS	\$82,800.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
44	Precast PCC Control Valve Structure	2	EA	\$27,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
45	Bollard	8	EA	\$400.00	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL WORK COMPLETED (PAGE 2)**\$128,541.81****\$195,752.00****TOTAL WORK COMPLETED TO DATE****\$128,541.81****\$201,537.00**

CONTRACT PAYMENT NO.

2

Item 22.

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	

TOTAL CHANGE ORDER WORK

\$0.00

\$0.00

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE

Less: Amount Retained Per Contract 5%

\$201,537.00

Value of Stored Materials (See Attached List)

\$10,076.85

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$0.00

Less: Previous Amount Earned

\$191,460.15

\$69,345.44

BALANCE DUE TO CONTRACTOR THIS PAYMENT

\$122,114.71

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

CONTRACTOR: F.L. KRAPFL, INC.

BY: _____

TITLE: _____

DATE: _____

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

ORIGIN DESIGN CO.

BY: _____

TITLE: Water Resource Team Leader

DATE: 5/4/2023

Marc Ruden, PE

APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA

AMOUNT PAID _____

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR'S PAYMENT FORM**PREPARED BY: ORIGIN DESIGN CO.****CONTRACT PAYMENT NO.****3**

PAGE 1/4

OWNER: CITY OF DYERSVILLE, IOWA
PROJECT: DYERSVILLE EAST ROAD UTILITY EXTENSION 2022 CONTRACT E WATER AND SEWER
ORIGIN DESIGN NO: 21168

CONTRACTOR: TOP GRADE EXCAVATING, INC.
ADDRESS: 971 9TH AVENUE NW
FARLEY, IA 52046

PROJECT COMPLETION DATE
Original:
Revised:

AMOUNT OF CONTRACT
ORIGINAL: \$1,611,807.50
REVISED:

DATES OF PAYMENT
FROM: 4/1/2023
TO: 4/30/2023

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Topsoil, On-Site	4300	CY	\$3.00	1000	\$3,000.00	0	\$0.00	1000	\$3,000.00	23%
2	Granular Stabilization	500	TON	\$17.40	0	\$0.00	0	\$0.00	0	\$0.00	0%
3	Subbase, Gradation 14	100	TON	\$16.00	0	\$0.00	77.91	\$1,246.56	77.91	\$1,246.56	78%
4	Rock Excavation	750	CY	\$0.10	96.75	\$9.68	0	\$0.00	96.75	\$9.68	13%
5	Trench Foundation	750	TON	\$0.10	292.59	\$29.26	138.4	\$13.84	430.99	\$43.10	57%
6	Replacement of Unsuitable Backfill Material	14650	TON	\$16.00	10796.09	\$172,737.44	3345.15	\$53,522.40	14141.24	\$226,259.84	97%
7	Exploratory Excavation	20	HRS	\$75.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
8	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	970	LF	\$42.00	0	\$0.00	1016.25	\$42,682.50	1016.25	\$42,682.50	105%
9	Sanitary Sewer Gravity Main, Trenched, PVC, 10"	5610	LF	\$53.00	2896.08	\$153,492.24	2567.25	\$136,064.25	5463.33	\$289,556.49	97%
10	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	790	LF	\$43.00	707	\$30,401.00	77.5	\$3,332.50	784.5	\$33,733.50	99%
11	Sanitary Sewer Service Stub, PVC, 6"	140	LF	\$33.00	0	\$0.00	140	\$4,620.00	140	\$4,620.00	100%
12	Water Main, Trenched, DIP, 6"	640	LF	\$0.01	0	\$0.00	113.83	\$1.14	113.83	\$1.14	18%
13	Water Main, Trenched, PVC, 6"	50	LF	\$27.00	0	\$0.00	133.5	\$3,604.50	133.5	\$3,604.50	267%
14	Water Main, Trenched, PVC, 12"	9170	LF	\$57.00	1408.25	\$80,270.25	6174.25	\$351,932.25	7582.5	\$432,202.50	83%
15	Fitting, Compact DI MJ, Various Sizes	5,500	LBS	\$7.75	1131	\$8,765.25	2369	\$18,359.75	3500	\$27,125.00	64%
16	Water Service Pipe, HDPE, 1.5"	50	LF	\$34.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
17	Water Service Corporation, Ball Style, 1.5"	1	EA	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
18	Water Service Curb Stop & Box, Minneapolis Style, 1.5"	1	EA	\$750.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
19	Valve, Resilient Seat Gate Valve, 6"	18	EA	\$1,500.00	0	\$0.00	6	\$9,000.00	6	\$9,000.00	33%
20	Valve, Resilient Seat Gate Valve, 12"	17	EA	\$3,600.00	3	\$10,800.00	10	\$36,000.00	13	\$46,800.00	76%
21	Fire Hydrant Assembly	12	EA	\$4,200.00	2	\$8,400.00	5	\$21,000.00	7	\$29,400.00	58%
22	Manhole, SW-301, 48"	285	VF	\$550.00	131	\$72,050.00	128.25	\$70,537.50	259.25	\$142,587.50	91%
23	Driveway, Granular	2150	TON	\$16.00	1096.89	\$17,550.24	921.45	\$14,743.20	2018.34	\$32,293.44	94%
24	Full Depth Patches	200	SY	\$45.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
25	Painted Pavement Markings, Solvent/Waterborne	1	LS	\$350.00	0	\$0.00	0	\$0.00	0	\$0.00	0%

TOTAL WORK COMPLETED (PAGE 1)**\$766,660.39****\$1,324,165.75**

CONTRACT PAYMENT NO. 3

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
26	Temporary Traffic Control	1	LS	\$1,500.00	0	\$0.00	0.5	\$750.00	0.5	\$750.00	50%
27	Conventional Seeding, Seeding, Fertilizing & Mulching	5.3	AC	\$1,400.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
28	SWPPP Management	1	LS	\$1,500.00	0.2	\$300.00	0.2	\$300.00	0.4	\$600.00	40%
29	Silt Fence or Silt Fence Ditch Check	3550	LF	\$1.50	1962	\$2,943.00	0	\$0.00	1962	\$2,943.00	55%
30	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	3550	LF	\$0.01	0	\$0.00	0	\$0.00	0	\$0.00	0%
31	Silt Fence or Silt Fence Ditch Check, Removal of Device	3550	LF	\$0.01	0	\$0.00	0	\$0.00	0	\$0.00	0%
32	Stabilized Construction Entrance	120	SY	\$3.00	0	\$0.00	0	\$0.00	0	\$0.00	0%
33	Inlet Protection Device, Surface-Applied	5	EA	\$0.01	0	\$0.00	0	\$0.00	0	\$0.00	0%
34	Inlet Protection Device, Maintenance	5	EA	\$0.01	0	\$0.00	0	\$0.00	0	\$0.00	0%
35	Mobilization	1	LS	\$51,000.00	0.2	\$10,200.00	0.7	\$35,700.00	0.9	\$45,900.00	90%

TOTAL WORK COMPLETED (PAGE 2) \$36,750.00 \$50,193.00

TOTAL WORK COMPLETED TO DATE \$803,410.39 \$1,374,358.75

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	

TOTAL CHANGE ORDER WORK \$0.00 \$0.00

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE \$1,374,358.75
Less: Amount Retained Per Contract 5% \$68,717.94
Value of Stored Materials (See Attached List) \$73,488.90
Less: Stored Materials Amount Retained Per Contract 5% \$3,674.45
Net Amount Earned to Date \$1,375,455.26
Less: Previous Amount Earned \$1,069,183.44
BALANCE DUE TO CONTRACTOR THIS PAYMENT \$306,271.82

CONTRACT PAYMENT NO.

3

PAGE 3/4

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

CONTRACTOR: TOP GRADE EXCAVATING

BY: _____ TITLE: _____ DATE: _____

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

ORIGIN DESIGN CO.

BY: _____ TITLE: Water Resources Team Leader DATE: 5/5/2023

Marc Ruden, PE

APPROVAL OF OWNER: CITY OF DYERSVILLE, IOWA AMOUNT PAID _____

BY: _____ TITLE: _____ DATE: _____

3

PAGE 4/4

LIST OF STORED MATERIALS

Supplier	Invoice No.	Total Invoice		Total Stored On-Site
J & R Supply	2211439-IN	\$480,455.50	less materials installed to date	\$15,915.90
J & R Supply	2211442-IN	\$187,583.00	less materials installed to date	\$53,763.00
Rinker Materials	26224940	\$28,685.80	less materials installed to date	\$2,582.00
Rinker Materials	26231660	\$13,639.10	less materials installed to date	\$1,228.00
COPIES OF THE ABOVE INVOICES INCLUDED WITH PAYMENT NO. 1				
			TOTAL STORED MATERIAL	\$73,488.90

Sewer Jetting/Cleaning Notice:

The City of Dyersville will be jetting/cleaning sanitary sewer lines in the Southwest section of the city during May and June. During the jetting process, you may have some bubbling or splashing in your toilets or floor drains. We suggest keeping toilet lids down and drains covered to prevent water from splashing out.

If you notice an unusual odor after the cleaning of your line, pour water into your floor drains.

There is no street-by-street schedule, so please take the above precautions through May & June.

If you have any questions, please contact City Hall at 563-875-7724. Thank you!

Dyersville Police Department Monthly Report

April 15th – May 15th, 2023

Lockdown Drill –

4/18 – Lockdown drill at Dyersville Elementary School

5/9 – Lockdown drill at SFX

Officer Training –

April 10th-13th - Officer Siitari attended Street Drug Training in Des Moines

May 1 – Officer Sodawasser attended Animal Crimes Investigation in Scott County.

May 13 – Asst. Chief Dupont attending Two or Three Event sharing how law enforcement can help when dealing with mental health

Officer Presentation –

Officer Siitari did a presentation about for online safety while using social media at Beckman High School.

Upcoming Training –

Officers assigned training for Social Media Investigations – to be completed by 4/1

May 1st – Officer Sodawasser to Animal Cruelty and Fighting Training in Scott County

May 31 – Officers will finish up training on Using Social Media for Investigations through Police One

New Portable Radios –

New portable radios were provided by the Dubuque 911 group. Our old portable radios were also provided by Dubuque 911. The radios had served longer than their anticipated life, and were to the point that repairs to them would not be feasible. All police agencies will be receiving the new radios, and we were the first department to receive them. At this same time, Dyersville Public Works also received radios that are on the 911 system. This will enable our two departments to speak directly to each other for the first time in many years. All officers and public works employees were trained on the new radios.

Another new feature is the safe schools radios can be received on the portables. This is the State program that installed a new radio in every school for use in a dire emergency, such as a school shooting. This provides a direct link between the school and law enforcement to cut response time.

Our cost for this upgrade was limited to the accessories that we chose to have for our department, such as chargers and microphones.

Additionally, the radios in our cars were updated with the new frequencies.

DYERSVILLE POLICE DEPT

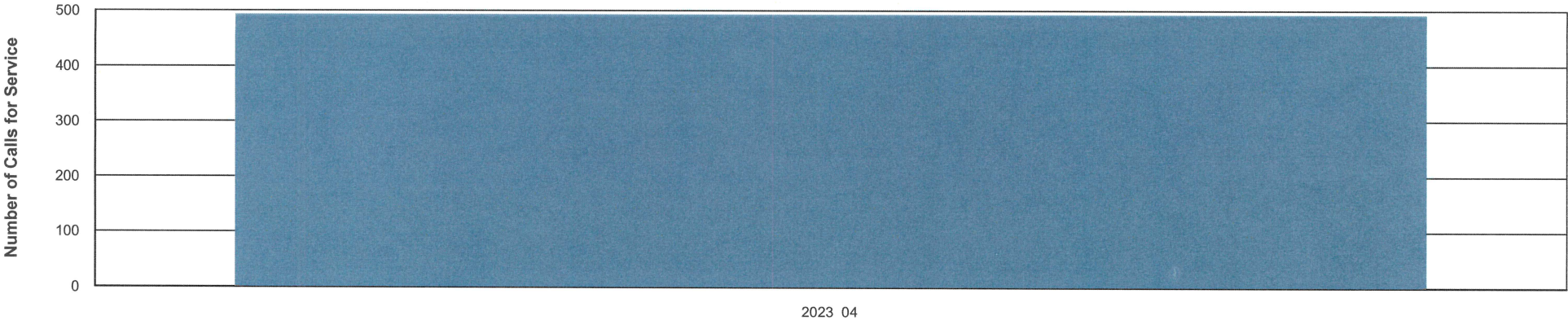
Call Type Monthly Comparison

Item 25.

04/01/2023 thru 04/30/2023

Agency Code: All Agency Type: All

CFS / Month



	2023 Apr	Total
AB	3	3
ACCPD	3	3
ALARM	5	5
AMB	20	20
ANIMAL	17	17
ASSAULT	1	1
ATL	4	4
BAR	2	2
BCHK	60	60
BURN	1	1

	2023 Apr	Total
BUS	2	2
CAI	18	18
CANCLD	1	1
CIVIL	4	4
DELASSIS	7	7
DIS	1	1
DOM	1	1
DOMASSAU	1	1
DUBASSIS	2	2
FIGHT	1	1
FIRE	6	6
FNGRPRT	2	2
FOLLOWUP	8	8
FOUND	3	3
FRAUD	1	1
HARASS	4	4
INFO	1	1
ISPASSIS	2	2
MOTASSIS	4	4
NOISE	1	1
NUI	7	7
OAA	3	3
OPEN	3	3
OTHER	2	2

	2023 Apr	Total
PARK	6	6
PATROL	111	111
PBX	1	1
PUBSERV	8	8
RADA	11	11
RECKLESS	3	3
ROADHAZ	5	5
SALVAGE	3	3
SCAM	1	1
SUSP	8	8
THEFT	3	3
TOW	1	1
TRAFFIC	5	5
TS	104	104
VACATION	10	10
VD	4	4
WA	1	1
WELFARE	7	7
Total	493	493

DYERSVILLE POLICE DEPT

Citation Report

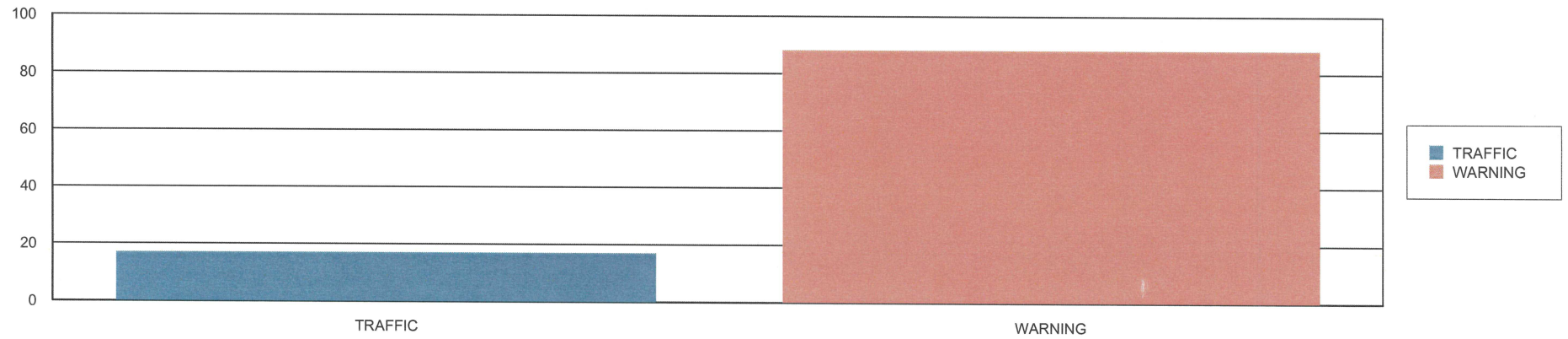
04/01/2023 thru 04/30/2023

Item 25.

Charge Section Code		# of Municipal	# of Traffic	# of Warning	# of Parking	*****SEX*****		*****RACE*****		
						Male	Female	White	Black	Other
321.20B	PROVIDE PROOF FINANCIAL LIABIL	0	0	2	0	1	1	2	0	0
321.276	USE ECD WHILE DRIVING>18YOA	0	0	1	0	1	0	1	0	0
321.285	SPEEDING	0	0	18	0	10	8	18	0	0
321.306(2)	IMPROPER USE OF LANES	0	0	1	0	0	1	1	0	0
321.321	FAILURE TO YIELD ENT THRU HWY	0	0	1	0	1	0	1	0	0
321.322(1)	FAIL OBEY STOP SIGN/YIELD ROW	0	0	2	0	1	1	2	0	0
321.366(1)(c)	321.366(1)(c)	0	0	1	0	1	0	1	0	0
321.37	FAIL TO DISPLAY REGIST PLATE	0	0	1	0	0	1	1	0	0
321.384	FAIL TO USE HEADLAMPS W/REQUIR	0	0	1	0	0	1	1	0	0
321.385	INSUFFICIENT # OF HEADLAMPS	0	0	6	0	4	2	6	0	0
321.387	IMPROPER REAR LAMPS	0	0	21	0	14	7	20	1	0
321.98(1)(a)	OPERATE W/O REGISTRATION/PLATE	0	0	16	0	10	6	16	0	0
62.01(1)	D-OPERATING NON-REGISTERED VEH	0	1	0	0	0	1	1	0	0
DY/61.03	DY/61.03	0	0	1	0	0	1	1	0	0
DY/62.01(1)	DY/62.01(1)	0	0	2	0	0	2	2	0	0
DY/62.01(11)	DY/62.01(11)	0	5	0	0	3	2	5	0	0
DY/62.01(15)	DY/62.01(15)	0	3	0	0	2	1	0	2	1
DY/62.01(2)-A	DY/62.01(2)-A	0	7	0	0	5	2	4	2	1
DY/62.01(74)	DY/62.01(74)	0	0	2	0	2	0	2	0	0
DY/62.01(75)	DY/62.01(75)	0	0	1	0	0	1	1	0	0
DY/63.01-A	DY/63.01-A	0	1	0	0	0	1	1	0	0
DY/63.01-B	DY/63.01-B	0	0	4	0	1	3	2	2	0
DY/63.01-C	DY/63.01-C	0	0	6	0	2	4	6	0	0
DY/63.01-D	DY/63.01-D	0	0	1	0	0	1	1	0	0
Total		0	17	88	0	58	47	96	7	2

CITATION TYPE COUNT

Item 25.

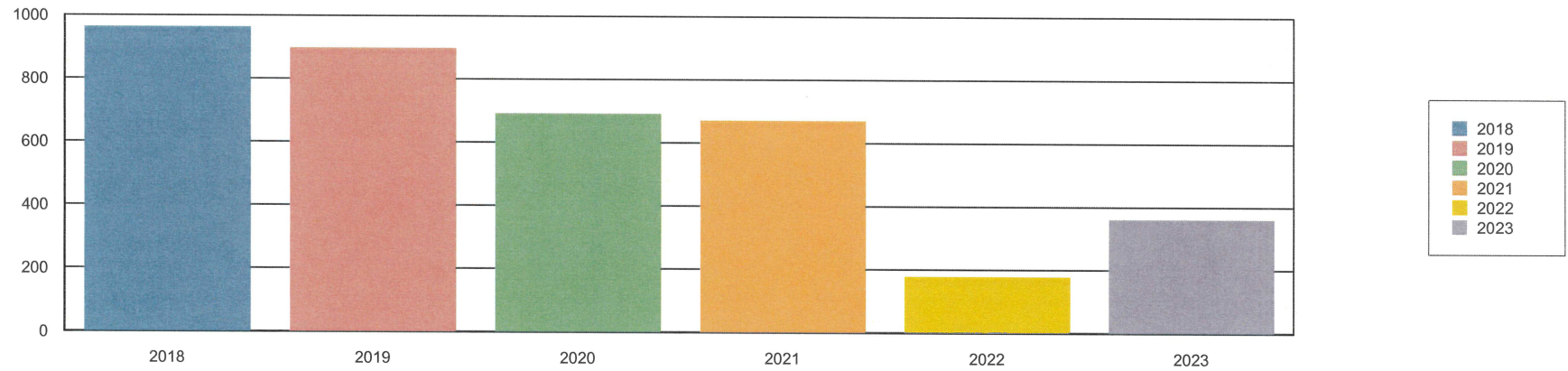


Citations for the last 5 years

	2018	2019	2020	2021	2022	2023	Total
Traffic	261	215	124	277	86	89	1,052
Warning	701	682	567	393	91	272	2,706
Total	962	897	691	670	177	361	3,758

Item 25.

CITATIONS PER YEAR



DYERSVILLE POLICE DEPT

Arrest Report

04/01/2023 thru 04/30/2023

Item 25.

IBR Code	# of Arrests	*****SEX*****		*****RACE*****			*****ETHNIC*****	
		Male	Female	Black	White	Other	Hisp	Non
35A-Drug/Narc Violation	1	0	1	0	1	0	0	1
INFO-INFORMATION ONLY	1	1	0	0	1	0	0	1
Total	2	1	1	0	2	0	0	2

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

IBR Code	Count	%
35A - Drug/Narc Violation	1	50.00%
INFO - INFORMATION ONLY	1	50.00%
Total	2	

Arrest for the last 5 years	2018	2019	2020	2021	2022	2023	Total
Total	162	92	75	101	67	18	515



320 1st Ave E
Dyersville, Iowa 52040

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

Item 26.

librarian@dyersville.lib.ia.us

Web: www.dyersville.lib.ia.us

**James Kennedy Public Library
Report to the Mayor and City Council
May 15, 2023**

Highlights from the Librarian's Report to the Board of Trustees for April 2023 are:

- 7,386 items were checked out. This is an 7.4% from April 2022. Fiscal year to date, circulation is up 5.5%
- 22 library cards were issued to new patrons. Fiscal year to date, 270 new library cards have been issued.
- 88 programs were offered in person, virtually, remotely, and as activity kits. 2,630 people engaged with these activities.
- Four public access computers and three children's computers were available and were used for 162 hours and 352 sessions. Year to date computers were used for 1,524 hours and 3,938 sessions.
- WiFi Use: 359 sessions, 303 visits, and 70 unique users
- There were 4,777 library visits.

Library Services:

The JKPL continues to be in Stage 5 of the Pandemic Service Plan. Stage 5 is near normal services with minor restrictions. As the Covid-19 State of Emergency end date is May 11, 2023, the JKPL Board will review the library plan at their June meeting and consider a return to normal services.

Upcoming Events:

Enclosed please find a copy of the May events schedule, as well as a preliminary schedule of events planned for June. Some of the programs scheduled include partnering with the Dyersville Public Works Department for activities for Public Works Week, a visit from the Heartland's Future Bus-eum, a program on the history of Dubuque, and a drawing class. Summer Reading Programs for all ages begin in early June and will include special program and activities featuring the theme *Find your Voice*. Fundraising events coming up include the plant sale on May 20 and a new Book Art event.

Prepared by: Shirley Vonderhaar, Library Director

JAMES KENNEDY PUBLIC LIBRARY MONTHLY REPORT

Librarian's report to the Board of Trustees

Month: April-23
 YTD: July-22 to April-23
 Previous YTD: July-21 to April-22

Library visits

Month 4777 (↑ 31.7%)
 YTD 42405 (↑ 27%)

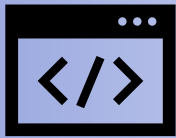
Items loaned

7386 (↑ 7.4%)
 74029 (↑ 5.5%)

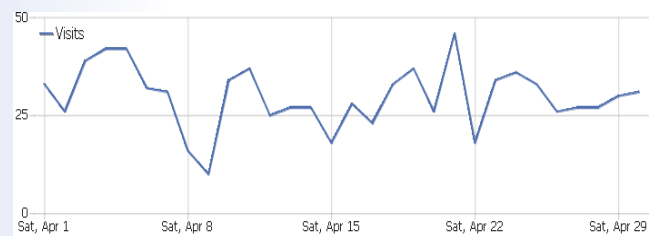
Library cards issued

City resident	Total
16	22 (↑ 29.4%)
147	270 (↑ 58.8%)

Website traffic



Visits	Average visit duration
894	1:26



Computer use



Hours			Sessions		
Month	YTD	Prev. YTD	Month	YTD	Prev. YTD
162	1524	1244	352	3938	2890

Wifi use



Sessions		Visits		Unique visitors	
Month	YTD	Month	YTD	Month	YTD
359	3887	303	3179	70	248

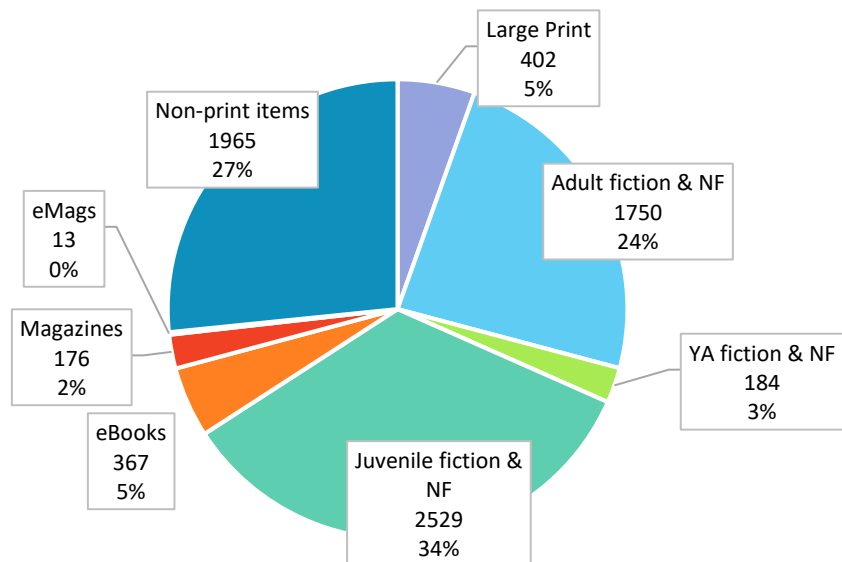
Meeting room use



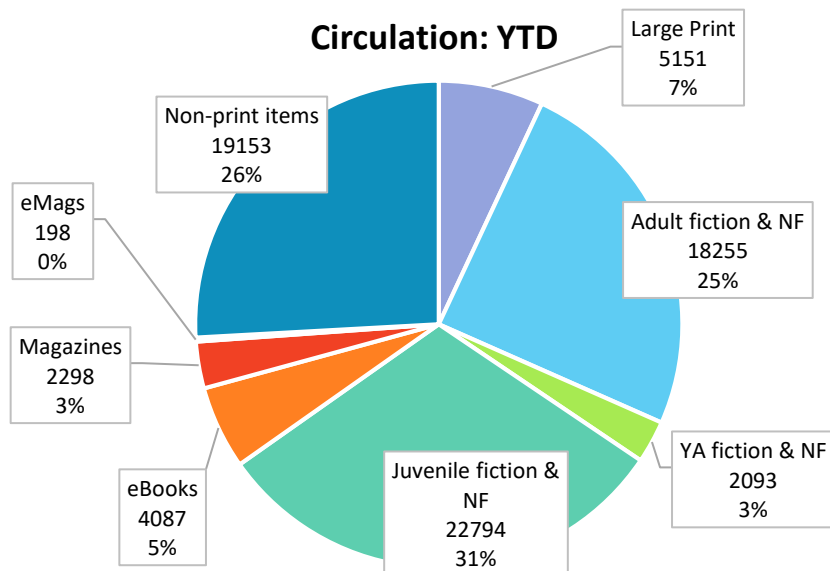
Month	YTD	Prev. YTD
65	580	302

Circulation

Circulation: Month



Circulation: YTD



Non-print items	Month	YTD
eAudio	381	3990
Adult & YA audio	76	1123
Juvenile audio & kits	14	137
Adult & YA video	781	6698
Juvenile video & DVD	272	2765
Games, LoT, etc.	441	4440
Total	1965	19153

Music

Downloads: 3
Streams: 0
Total YTD: 91



Video (film and TV)

Downloads: 0
YTD: 52



Visits: 120
YTD: 1632



Online Learning

Sessions: 2
YTD: 138



Languages

Sessions: 12
YTD: 164



Genealogy

Visits: 913
YTD: 4399



Collection

Items purchased

Month: 335
YTD: 2547

Items donated

Month: 89
YTD: 595
Prev. YTD: 667

Items withdrawn

	Month	YTD
Books	61	2363
Audio	0	720
Video	1	380
Other	31	89
Total	93	3552

Summary of additions

	Large print	Adult fiction	Adult & YA NF	YA fiction	Juvenile fiction	Juvenile NF	eBook & eAudio	Adult & YA audio	Juvenile audio	Adult & YA video	Juvenile video	CDs, games, misc.	Total
Current month	14	135	30	31	100	43	11	12	2	28	7	11	424
Previous month	13	74	34	23	80	25	18	16	1	45	7	25	361
Current YTD	178	978	311	186	648	147	124	102	10	260	76	122	3142
Previous YTD	194	935	345	188	743	164	127	127	20	470	113	277	3703

Programming

Take and Make & Recorded Programs



Program	Views	Engagements	Views	Prep time (hrs)	Kits
*Adult Crafternoon - recorded content & kit	72	3	NA	NA	15
CS: Woven basket - kit only (C.)	NA	NA	NA	0.5	15
KCC - Flower Starter- recorded content & kit (C.)	138	6	5	4	70
*Upcycled Greeting Cards (GI) - cancelled	NA	NA	NA	NA	NS
DEAR Month: Reading Recommendations	242	132	NA	3	NA
Carryover March programs - 3 programs	60	11	9	NA	NA
*program included in-person component					

Virtual/Sharing/Passive or Kit programs

Program	Kits or Participants	Prep time (hours)
Coloring, Creating, & Doing (A)	213	3.25
Get Puzzled (A)	35	0.25
StoryWalk® - <i>Spring is Here</i> (C)	530	5.75
Funded by DRA, Friends of the JKPL, and Osterhaus Memorial		
Dubuque County Conservation - Onions (GI)	134	1
Free Trees for Earth Day (GI)	32	1
National Library Week Special Activities (GI) - 3 programs	210	3.5
DEAR Month: Community Scavenger Hunt (GI)	52	3

In-Person and Hybrid Programs

Program	Attendance	Prep time (hours)
Story Time - in person onsite (PreK) - 3 sessions held	53	3
Wee Read - in person onsite (PreK) - 5 sessions held	48	11.75
Outreads to Daycares - in person offsite (PreK) - 10 sessions	175	4.25
Building Creativity One Block at a Time - in person onsite (C.)	8	1.5
Hybrid Sit & Stitch - 4 sessions - in person and Zoom(A)	24	1
Books for Lunch: <i>The Reading List</i> - in person and Zoom (A)	7	1.5
Hybrid Dungeons & Dragons - in person and Discord (GI) - Cancelled	NA	NA
Inspirational Fiction book club- in person and Zoom (A)	6	2
Game Night - in person onsite (GI)	12	3
Strength Training for Older Adults - 8 sessions - in person (A)	86	8
Ellen Kennedy Living Center program - in person off site (A)	11	2
Mercy One Senior Care - in person offsite (A) - cancelled	NA	NA
Bingo Party - in person onsite (A)	10	3
Kids Can Cook - in person onsite (C.) - 8 sessions	100	38 (+17.5 vol)
*Adult Crafternoon - in person, kit, and recorded content (A)	1	2
STEAM Fun Fridays - in person onsite (C.) - 3 sessions	0	1
Euchre / Dominos Party - in person on site (A) - 4 sessions	25	1
Cricut with Christopher- in person on site (GI) - 3-D Puffed Vinyl	8	.5 (+3 hrs vol)
Strings Club - in person on site (A)	5	.25 (+2 hrs vol)
Build-a-basket Closing Reception (A)	6	0.25
A Man Called Otto : Movie Showing (A)	11	2.5
Strange World: Movie Showing (GI)	5	2
*Upcycled Greeting Cards - in person onsite (GI) - cancelled	NA	NA
Dubuque County Reads Book Discussions -(A) 2 sessions	3	3.25
Family Pajama StoryTime (C.)	26	1.5
National Library Week Open House (GI)	21	0.5
Iowa Legal Aid presents Wills and Advanced Directives	2	2 (+3 hrs vol)
StarFinder RPG - 2 sessions	8	4.5
JKPL Writing Group - in person and Zoom (A) - not held	NA	NA
Nerf War (YA)	22	4.5
Dia Open House: Chocolate Tasting (C.)	33	5 (+.5 vol)
An Afternoon with Iowa Poet Laureate Debra Marquart (A)	18	3
Unlocking Brain Fitness - 4 sessions (A)	55	21 (+15 hrs vol)
Explore Journaling - 4 sessions(A)	10	.5 (+10 vol)

Zoom programs

Program	Attendance	Prep time (hours)
Third Thursday AudioVisual Potpourri Partnership with the Hoover Presidential Library	0	NA

Upcoming Events in May:

May 1—31: Creation Station Craft: Handprint Rabbit Craft. Stop in and craft in the Creation Station at the library or grab a kit and create at home! This month's take-and-make activity is a Handprint Rabbit! Kit includes most needed supplies and instructions. A video demonstration may also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.

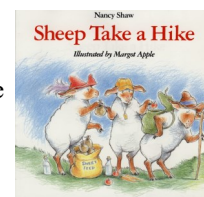
May 1—31: Coloring, Creating and Doing @ Your Library. The JKPL is continuing to offer coloring pages, dot to dot, crosswords, sudoku, and other activity pages available for you to enjoy at the library or at home. They are intended for adults and teens. Each pack will include at least 10 different items and are available while supplies last. If you want to work on the activities while at the library, colored pencils, markers, and more are available in the Creation Station or to check out from the front desk.



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

May 1—31: Kids Can Craft: Catch the Bead Game. Kids age 7 and up are invited to stop in the library and make a fun game that challenges hand/eye coordination. There will be kits to take home if you don't wish to make the craft in the library. A video demonstration of this craft will be available to view on the JKPL Facebook and YouTube channel.

May 1—31: Westside Park StoryWalk®: "Sheep Take a Hike" by Nancy Shaw. Families are invited to walk the StoryWalk® at Westside Park which begins south of the parking lot by the baseball diamond. Walk the trail and read the story to your children. Scan the QR code on the last post and answer the questions to be entered into a monthly prize drawing. No QR scanner? No problem! Use the tiny url listed below the QR code, answer the questions and be entered into the prize drawing. There will be a new story at the beginning of each month through November. The StoryWalk® is made possible by the Dubuque Racing Association, Friends of the Library, and the Richard Osterhaus Memorial Fund. The StoryWalk® Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg-Hubbard Library. Storywalk® is a registered service mark owned by Ms. Ferguson.



Children's Book Week: May 1—7. Celebrate children's books during the first week of May! There will be displays of new children's books, special bookmarks, and all children 12 and under who check out a book from the library will be entered into a drawing for a fantastic reading basket.

Mondays and Thursdays, May 1, 4, 8, 11, 15, 18, 22, & 25: Strength Training for Older Adults @ 10:00 am. Older adults of any age and fitness level are invited to join this special exercise program made possible by a partnership between the Geri-Fit® Company and the James Kennedy Public Library. Participants will exercise to a Geri-Fit® DVD and most of the exercises will be performed seated in a chair. There is no dancing or aerobics involved. Classes are held on Mondays and Thursdays and last approximately 45 minutes. For best results, participants should attend as many of the sessions as possible. Each participant will need a set of 2 or 3-pound dumbbell weights, a medium weight stretch band, and water to drink. Space is limited so registration is required.

Monday, May 1: Books for Lunch Book Discussion @ 12:00 noon. This group gathers on the first Monday of each month at noon. This month the group will discuss the 2023 Dubuque County Reads selection *Sitting Pretty* by Rebekah Taussig. Copies of the book are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. New members are welcome to join at any time. If you need a link to the Zoom room, please register by 10:00 am on the day of the program and an invitation to the Zoom room will be emailed to you.



Monday, May 1: Upcycled Greeting Cards for Mother's & Father's Day from 1:00—2:00 pm. Want a unique card for someone special for Mother's Day or Father's Day? Library staff member Ann will be on hand to show you how to use the front of an old greeting card combined with glue and cardstock to make an entirely new card. Each card kit includes a Mother's Day or Father's day themed greeting card front with coordinating cardstock and an envelope. We will have kits in the Creation Station the rest of month to make or to take home.



Tuesdays, May 2 & 9: Unlocking Brain Fitness—KEYS to Dementia Prevention @ 1:00 pm. This 10-week evidence-based course was developed by doctors to help people aged 55 and older make lifestyle changes to reduce their risk of developing Alzheimer's and other forms of dementia. The KEYS dementia prevention course was started at the YMCA of Greater Des Moines and will be presented by Vickie Tracey, RN, BS and other local experts. Participants must be 55 or older in good cognitive health and able to commit to attend the 10 in-person sessions. A registration fee of \$20.00 per participant is required by YMCA but may be refunded to those who attend at least 9 of the sessions, upon request. *Note: This course is currently full but those interested in participating in the future are encouraged to contact the library and provide contact information so they can be notified if another course is scheduled.*



Tuesday, May 2: Dungeons and Dragons Players Club @ 6:00 pm. Join us for this monthly gaming event for D & D players that meets in-person or you can join remotely via Discord. This group meets the first Tuesday of every month and new players of all ages and skill levels are welcome. The library has materials available but feel free to bring your own. To join via Discord, please register by 2:00 pm the day of the program to receive the server invite. Item 26.

Wednesdays, May 3, 10, 17, 24, 31: Sit and Stitch from 1:00—3:00 pm. Grab your hobby or craft and join other crafters at this fun gathering. There are lots of laughs, great company, conversation, and even some crafting! Participants are welcome to attend in person in the Hoffman Room or remotely via Zoom. New members are welcome to join at any time. If you are a new participant and wish to join virtually, please register by 10 am on the date of the gathering and an invitation will be emailed to you. The same Zoom room link is used each week.

Wednesday, May 3: Teen Sketching Session @ 4:00 pm

Join staff member Samantha as she shows participants various techniques for sketching objects such as faces, plants, and scenery. This session will include multiple types of drawing activities such as self portraits, timed drawings, light and shadow shading, verbal prompts of a scene and more! Participants will receive a free sketch pad and pencil. Registration is requested as this session has a limit of 10 participants. Walk-ins are welcome if space allows. For ages 13-18 only. This program is sponsored by TACKL.



Thursdays, May 4, 11, 18 & 25: Explore Journaling @ 6:30 pm. Are you looking for a time and place to work on your journals? Local journaler, Karen Schloss, will be at the library on Thursdays from 6:30 to 8:00 pm with advice, inspiration, and supplies. Each week will have a theme, but participants are welcome to come and work on their own projects. Some basic supplies will be available but participants are encouraged to bring their own. The theme for May 4 is pens and markers (how to choose, how to store, the best type for each kind of journaling). May 11 will focus on monthly planner setup. May 18 will be all about paper cutting, using scissors, edgers, croppers, punches, and more. On May 25, types and uses of papers will be discussed.



Fridays, May 5, 12, 19, 26: Euchre Card Party & Games from 1:00—3:30 pm. Join us Friday afternoons for cards, dominoes, or other games in the Hoffman Room. Come meet, teach, and play with other players. The library has some games or bring your own. Register to save your seat or walk-ins are welcome, if space allows.

Friday, May 5: S.T.E.A.M. Fun Fridays from 4:00—5:00 pm. Children and families are invited to come every Friday afternoon to discover and create in the Library with S.T.E.A.M. (science, technology, engineering, art, and math) activities. All ages welcome but those under 6 need a teen or adult companion. Join us this week for Popsicle Lightsaber Bookmarks!

Friday, May 5: "Among Us" Virtual Game Night @ 6:00 pm. Join us for this game night where everyone will join together virtually to play *Among Us*. To participate, you must have a Discord account and will need to download the game on your computer or a Smart device. Note: The device app version is free but there is a fee for the computer or Switch version. Please register by 2:00 pm the day of the program in order to receive the server invite. All ages and skill levels are welcome.



Saturday, May 6: Bar Crawl for International No Diet Day @ 1:30 pm

To celebrate International No Diet Day, the library is hosting a bar crawl (the sweet kind!). Bring in a pan of bars (brownies, lemon bars, etc.) along with the recipe. Attendees will do the "bar crawl" and taste one of every bar and then vote for their favorite. The winning recipe will receive a prize. Beverages will be provided. Registration is requested so we know how many to plan for.



Monday, May 8: Adult Crafternoon from 1:00—3:00 pm. Join us this month to recycle jewelry. We have decorative boxes that you can glue miscellaneous jewelry to. Stop in the library to create and take home your finished project. If you prefer, you can pick up a take-and-make kit and craft on your own at home. The instructional video for how to do the craft will be posted on both the library's Facebook and YouTube pages starting May 9th and kits will be available while supplies last.



Tuesday, May 9: Inspirational Fiction: A Novel Approach to Faith Book Club @ 7:00 pm. Join us for this book club that features a variety of books that weave religious faith into the characters and storylines. For this month we will be reading *Dangerous Illusions* by Irene Hannon. Books are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. If you want to attend via Zoom and haven't attended before, please register by 12 noon on the day of the program so a link to the Zoom room can be emailed to you.

Thursday, May 11: Building Creativity One Block at a Time: a LEGO® program from 3:30—4:30 pm. This month's theme is "Mother's Day". This program is for all ages but children under 7 must be accompanied by an adult or older partner. This LEGO® program is part of a monthly LEGO® building block program at the library sponsored by DuTrac Community Credit Union. Each month there is a theme to help inspire creativity. Photos of the creations are displayed in the children's area of the library and on the library's social media pages. All children who participate have their names entered into a quarterly drawing for a special LEGO® related prize provided by DuTrac.



Friday, May 12: S.T.E.A.M. Fun Fridays from 4:00—5:00 pm. Children and families are invited to come every Friday afternoon to discover and create in the Library with S.T.E.A.M. (science, technology, engineering, art, and math) activities. All ages welcome but those under 6 need a teen or adult companion. Join us this week for DIY Paper Sunglasses!

Saturday, May 13: Pop-up Library at Happy Healthy You event from 10:00 am—12:00 pm. The JKPL is taking a pop-up library and activity kits to this special event being hosted by local organization Two or Three in honor of Mental Health Awareness Month. Happy, Healthy You will share resources, information, and activities with families while focusing on overall health: mental, emotional, physical, social, and spiritual. Stop by the library's booth to get a free book and an activity kit! This event will be held at the Total Fitness Rec Center in Dyersville (1110 16th Ave SE).



Saturday, May 13: Movies @ Your Library presents "5000 Blankets" @ 1:00 pm. When her husband has a mental breakdown and goes missing, a woman and her young son set out to find him on the streets, sparking a movement of compassion towards those in need and inspiring. Inspired by the incredible true story of Cyndi and Phillip Bunch and the creation of the Phillip's Wish foundation. Rated PG-13 (10

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Saturday, May 13: Kobolds Ate My Baby Role Playing Game @ 4:00 pm. Join us after-hours for *Kobolds Ate My Baby*, a role playing game with simple rules and lots of shenanigans. The library will have completed character sheets available. All ages and skill levels welcome.



Sunday, May 14: Library closed for Mother's Day



Monday, May 15: Registration for Summer Story Time and Wee Read. Parents and caregivers are encouraged to sign up their preschoolers for the Summer 2023 sessions of Story Time and Wee Read. Story Time is open to children of all ages, but is geared toward those ages 3-5 who have not been in Kindergarten. Story Time will be offered on Wednesdays at 9:30 am or 6:30 pm. Wee Read is for children under 3 and their caregiver and will be offered on Wednesdays at 10:30 am. The summer session will run June 7—July 12. Registration is required as space is limited.



Monday, May 15: Bingo Party from 1:00—3:00 pm. Come enjoy bingo at the JKPL! There is a two card limit, there is no cost to play, and there are prizes! Registration is recommended as space is limited. Bring your friends!

Monday, May 15: Cricut with Christopher: Watercolor Pictures @ 6:00 pm. Come learn about the Cricut Maker from local expert Lisa Christopher and make a watercolor picture. Participants should be 14 or older but children age 8 and up are welcome if accompanied by an adult. Registration is recommended as attendance is limited to 10. Walk-ins welcome if space and materials allow. Cricut with Christopher will typically be held on the third Monday of each month.

Wednesday, May 17: 1000 Books Before Kindergarten Awards Ceremony @ 6:30 pm

Children who are participating in *1000 Books Before Kindergarten* are being recognized at this family event. There will be a short family story time followed by a brief award ceremony. Achievement certificates and trophies will be handed out and all children who attend will receive a treat. All ages are welcome to attend. The *1000 Books Before Kindergarten* program is funded by a grant from the Dubuque Racing Association and the Friends of the JKPL.



Thursday, May 18: Hoover and Criminal Justice Reform @ 6:00 pm. Join the Herbert Hoover Presidential Library via Zoom for this month's Third Thursday presentation, *Hoover and Criminal Justice Reform*, presented by Professor James Calder. Registration is required. Please sign up at bit.ly/TTCrimJust to receive the Zoom invitation. The JKPL has partnered with the Hoover Presidential Library to present these Third Thursday Virtual Programs.

Friday, May 19: S.T.E.A.M. Fun Fridays from 4:00—5:00 pm. Children and families are invited to come every Friday afternoon to discover and create in the Library with S.T.E.A.M. (science, technology, engineering, art, and math) activities. All ages welcome but those under 6 need a teen or adult companion. Join us this week and make a Grass Head!

Friday, May 19: Game Night @ Your Library @ 6:00 pm. Bring your favorite game (card game, board game, role playing game, or video game) and meet, teach, and play with others! Game night is held on the 4th Friday of every month. All ages welcome but those under the age of 7 need a teen or adult companion. *Note: program date has been moved so patrons can attend the BUS-eum program.*

Saturday, May 20: Plant Sale Fundraiser from 8:00—10:00 am

Join us in the parking lot adjacent to the JKPL to select & buy plants donated by community members. The plant sale will run from 8:00 to 10:00 am or until all items are taken. Plants not selected during the sale may be available to purchase for a donation. All proceeds will be used to support library collections and services.



If you have plants you would like to donate, please contact the library at (563)875-8912 to make arrangements to drop them off. Plants of all kinds are welcome.

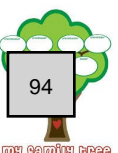
Monday, May 22: Public Works Week Activity Kit! May 21—27 is Public Works Week. To celebrate, the library has partnered with the Dyersville Public Works Department to create a fun activity kit. These kits will have multiple activities that highlight the different services Public Works provides to the town while also being fun and educational. The kits are intended for grade school kids but anyone is welcome to take one. Kits will be available while supplies last.

Monday, May 22: Strings Club at 6:00 pm. Do you have a ukulele, guitar or other string instrument that you would like to play more often? Do you want to grow your skills by jamming with others? Then come join the JKPL Strings Club! Teen and adult musicians of all skill levels are welcome. NOTE: This is not a class but a jam session so participants should know basic chords. Facilitated by Sue Engelbrecht and Gary Bramel. This group typically meets on the fourth Monday of each month. Registration requested. Walk-ins are welcome as space allows.



Tuesday, May 23: JKPL Writing Group @ 6:30 pm. Join us this month in person at the library, or remotely via Zoom, for a sharing session with writers of all types including poetry, memoir, fiction, or non-fiction. New members are welcome to join at any time. If you want to participate via Zoom, please register by 3:30 pm on the day of the event so a link can be emailed to you.

Thursday, May 25: Genealogy with Ann from 1:00—3:00 pm. Staff member Ann will be on hand to help you start, or continue to work on, your five-generation ancestor chart. Ann will also share information on free websites good for genealogy research. Attendees are encouraged to bring their own laptop, if they have one. Some library laptops will be available for use.



Friday, May 26: S.T.E.A.M. Fun Fridays from 4:00—5:00 pm. Children and families are invited to come every Friday afternoon and create in the Library with S.T.E.A.M. (science, technology, engineering, art, and math) activities. All ages welcome but those under 18 need a teen or adult companion. Join us this week for a Paper Airplane Creation!

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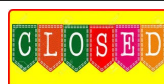
Friday, May 26: Heartland's Future BUS-eum from 3:00—6:00 pm

Don't miss the BUS-eum, a traveling museum that brings regional history alive! It features two exhibits. The inside exhibit is *Hidden and Forbidden No More: Prequels to the Greatest Generation, 1914-1939*, which showcases the bravery, perseverance, and determination of past generations and how their sacrifices paved the way for the future. With artifacts, photographs, and first-hand accounts, this exhibit provides a glimpse into a crucial period in history and honors the individuals who shaped our world. This exhibit is brought to you by TRACES: Center for History and Culture. The outside of the BUS-eum is also hosting an exhibit, *Heartland's Future: How Can We Live Together on a Changing Planet?* This innovative mobile exhibit about climate change is brought to us by students from the University of Erfurt, Germany as part of their efforts to raise awareness and spark meaningful discourse on this pressing issue.

- The BUS-eum will be parked in the library parking lot and visitors are invited to visit between 3:00 to 6:00 pm.
- At 4:00 pm, the European students will share a special presentation about climate.
- Visitors are also invited to join us at 6:00 pm, after the exhibits close, for a potluck dinner and opportunity to visit and learn more informally with the students. Registration is not required but if you are interested in participating in the potluck, please contact the library so we can plan accordingly.



Sunday, May 28 & Monday, May 29: Library closed for Memorial Day



Find the latest information on library events and programs, go to www.dyersville.lib.ia.us, scan the QR code, contact the library directly at (563)875-8912 or email librarian@dyersville.lib.ia.us. Register for events online too!



Wednesday, May 17th is Great Give Day!



Great Give Day is a day focused on donating to causes or establishments within your community. Looking to support the James Kennedy Public Library? Then consider donating to the James Kennedy Public Library Endowment! The mission of the James Kennedy Public Library (JKPL) Endowment is to provide supplemental financial support to the library. The James Kennedy Public Library enriches the Dyersville community by providing equal access to creative resources for entertainment and education. The James Kennedy Public Library helps create a thriving community to inspire curiosity, creativity, innovation, and connection.

The JKPL Endowment fund, through your charitable contributions, ensures the library will continue to provide these services for years to come. The JKPL Endowment was established in 2019 by Alan Bird. His donation was made in memory of his mother, Irma Bird, a founding member of the original Library Board. Started 60 years after the founding of the library, the Endowment will insure the library's ability to remain dedicated to its original mission and continue to serve the community needs.

Want more information? Check out the Endowment Fund's Facebook page at: <https://www.facebook.com/James-Kennedy-Public-Library-Endowment-107205744107637/>

Want to donate? Visit the following link: <https://www.greatgiveday.org/>

Summer Reading Programs



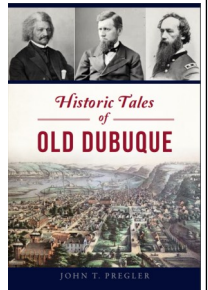
The summer reading program theme this year for all ages is *Find Your Voice*. This year's theme focuses on how we use our voices to share stories, express ourselves, and spark change. All programs offer incentives to read and use the library. The JKPL is offering three programs:

- Children (PreK through 5th grade): June 5—July 16
- Teens (6th to 12th grade): June 5—July 31
- Adults (18 and older): June 1—August 31

In-person registration begins on June 5 for the programs for children and teens. Registration for the adult program begins June 1. Please check with the library for the specific guidelines for each program. In addition to these summer reading programs, many special events and activities will be offered.

Historic Tales of Old Dubuque with John T. Pregler Saturday, June 3 @ 11:00 am

Research-historian John T. Pregler is the author of the book, *Historic Tales of Old Dubuque*. Mr. Pregler is an independent researcher, historian and author born and raised in Dubuque, Iowa, where his family has resided since the 1840s. John has been studying local and regional history of national importance for 40 years. He will be at the library to discuss the six vignettes in his new book covering forgotten Dubuque history. Copies of the book will be available to purchase from the author. Sponsored by the Friends of the James Kennedy Public Library.



Drawing Happiness: Creating with Pen and Ink Thursdays, June 8 & 22 @ 6:00 pm

Using repetitive patterns as a “foundation” for our drawings, class participants will create simple yet beautiful floral, leafy, organic images. No art experience is necessary! This two-part class will be led by Dianne Kramer. The drawings look complicated, but each one will be broken down into easy-to-follow steps!

- This class is intended for adults.
- There is a maximum of 16 participants in the class, so registration is required by 7pm on June 6.
- Please bring the following materials to the class: pencil, eraser, fine-lined black ink pen, colored pencils, ruler.
- All other materials will be supplied. Class sets of materials will be available to borrow.



Sun	Mon	Tue	Wed	Thu	Fri	Sat	Item 26.
May 2023	1 Strength Training @ 10am Books For Lunch @ 12pm Upcycled Greeting Cards from 1-2pm	2 Unlocking Brain Fitness @ 1pm Dungeons & Dragons @ 6pm	3 Sit & Stitch @ 1pm Teen Sketching @ 4pm	4 Strength Training @ 10am Explore Journaling from 6:30-8pm	5 Euchre Card Party from 1-3:30pm STEAM Fun Fridays from 4-5pm <i>Among Us</i> @ 6pm	6 Bar Crawl @ 1:30pm	
	Children's Book Week: May 1—7						
7	8 Strength Training @ 10am Adult Crafternoon from 1-3pm	9 Unlocking Brain Fitness @ 1pm A Novel Approach to Faith book club @ 7pm	10 Sit & Stitch @ 1pm	11 Strength Training @ 10am Building Creativity One Block at a Time: a LEGO® program from 3:30-4:30pm Explore Journaling from 6:30-8pm	12 Euchre Card Party from 1-3:30pm STEAM Fun Fridays from 4-5pm	13 Pop-up Library at Happy Healthy You Event from 10am-12pm <i>5,000 Blankets</i> (PG-13) @ 1pm <i>Kobolds Ate My Baby</i> @ 4pm	
14 Library closed	15 Strength Training @ 10am Bingo Party from 1-3pm Cricut with Christopher @ 6pm <div>Registration begins for Summer Story Time & Wee Read</div>	16	17 Sit & Stitch @ 1pm <i>1,000 Books Before Kindergarten</i> Awards Ceremony @ 6:30pm <div>Today is Great Give Day!</div>	18 Strength Training @ 10am Hoover & Criminal Justice Reform @ 6pm Explore Journaling from 6:30-8pm	19 Euchre Card Party from 1-3:30pm STEAM Fun Fridays from 4-5pm Game Night @ 6pm	20 Plant Sale Fundraiser from 8-10am	
21	22 Strength Training @ 10am Strings Club @ 6pm	23 JKPL Writing Group @ 6:30pm	24 Sit & Stitch @ 1pm	25 Strength Training @ 10am Genealogy with Ann from 1-3pm Explore Journaling from 6:30-8pm	26 Euchre Card Party from 1-3:30pm BUS-eum from 3-6pm BUS-eum climate presentation @ 4pm STEAM Fun Fridays from 4-5pm BUS-eum potluck @ 6pm	27	
28 Library closed	29 Library closed	30	31 Sit & Stitch @ 1pm	<div> <u>May 1—31</u> <ul style="list-style-type: none"> Get Puzzled Coloring, Creating, Doing Westside Park StoryWalk® </div>	<div> <u>May 1—31</u> <ul style="list-style-type: none"> Handprint rabbit craft kit Catch the bead game kit </div>		

Tentative Schedule of Upcoming Events – June 2023

June 1-30: Creation Station Craft Egg Carton Dinosaurs! Stop in and craft in the Creation Station at the library or grab a kit and create at home! This month's take-and-make (or make and take) activity is an Egg Carton Dinosaur Craft! Kit includes most needed supplies and instructions. A video demonstration may also be available to view on the JKPL Facebook and YouTube channel. Kits available while supplies last.

June 1-30: Westside Park StoryWalk®: “Bikes for Sale” by Carter Higgins.

Families are invited to walk the StoryWalk® at Westside Park which begins south of the parking lot by the baseball diamond. Walk the trail and read the story to your children. Scan the QR code on the last post and answer the questions to be entered into a monthly prize drawing. No QR scanner? No problem! Use the tiny url listed below the QR code, answer the questions and be entered into the prize drawing. The StoryWalk® is made possible by the Dubuque Racing Association, Friends of the Library, and the Richard Osterhaus Memorial Fund. The StoryWalk® Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg-Hubbard Library. Storywalk® is a registered service mark owned by Ms. Ferguson.

June 1-30: Coloring, Creating and Doing @ Your Library. The JKPL is continuing to offer coloring pages, dot to dot, crosswords, sudoku, and other activity pages available for you to enjoy at the library or at home. They are intended for adults and teens. Each pack will include at least 10 different items and are available while supplies last. If you want to work on the activities while at the library, colored pencils, markers, and more are available in the Creation Station or to check out from the front desk.

June 1-30: Get Puzzled @ Your Library. Stop in the library this month to help us put together a new jigsaw puzzle. This month's puzzle is *Dairy Bar*. The puzzle is located on the table under the skylight and everyone is welcome to add a piece or two or more. Everyone who works on the puzzle is encouraged to put their name into a drawing to win the puzzle. Please stop at the front desk to get your name entered.

Thursday, June 1: Adult Summer Library Program “Find Your Voice” Begins!

Everyone 18 and older is encouraged to participate in the 2023 program that runs June 1-August 31. The theme for this year's summer program is Find Your Voice! Our voices have power. We use our voices to share stories, express ourselves, and spark change. Our voices include not only the sounds we make, but the words we write, the art we create, the movements we perform, and the actions we take each day to impact our world. The goals of all the JKPL summer library programs is to encourage patrons to read for pleasure, help them maintain and improve their reading skills, encourage them to become lifelong library users, and establish reading as a foundation for lifelong success. Join us this summer at the JKPL for fun and learning and find your voice! Registration for the adult program begins on June 1 and adults are welcome to join throughout the summer. Participants will receive a bookbag, bookmark, and a free book just for registering; along with a paper log to track books read and activities completed to earn prizes. For each item completed, the participant's name will be entered into the prize drawing. For each four items completed, participants will be able to select an item from the prize box or another book. Participants completing at least sixteen activities, which must include reading at least four books, will have completed the program. They will earn a

special prize and have their name entered into the grand prize drawing for the Book Lover's Basket and other prizes. The adult summer library program is sponsored by the Friends of the James Kennedy Public Library.

Thursdays and Mondays, June 1, 5, 8, 12, 15, 19, 22, 26, 29: Strength Training for Older Adults @ 10:00 am. Older adults of any age and fitness level are invited to join this special exercise program made possible by a partnership between the Geri-Fit® Company and the James Kennedy Public Library. Participants will exercise to a Geri-Fit® DVD and most of the exercises will be performed seated in a chair. There is no dancing or aerobics involved. Classes are held on Mondays and Thursdays and last approximately 45 minutes. For best results, participants should attend as many of the sessions as possible. Each participant will need a set of 2 or 3-pound dumbbell weights, a medium weight stretch band, and water to drink. Space is limited so registration is required.

Thursdays, June 1, 8, 15, 23 & 29: Explore Journaling @ 6:30 pm. Are you looking for a time and place to work on your journals? The JKPL is here for you. Local journalist Karen Schloss will be at the library on Thursdays from 6:30 to 8:00 pm with advice, inspiration, and supplies. Some basic supplies will be available but participants are encouraged to bring their own. Registration is encouraged but not required.

Thursday, June 1 & 15: Pop-Up @ the Farmer's Market from 3:00 - 5:00 pm. The JKPL will be reaching out to the community by visiting the Dyersville Farmer's Market on the first and third Thursdays in June, July and August! Visitors will learn about what the library has to offer, get their questions answered, and select a free book to keep from the pop-up library. Take-and-make activities may also be available. The library will bring a hotspot and provide WiFi Access! The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL.

Thursday, June 1: Art in the Park from 3:00 - 4:00 pm. Join us at the Farmer's Market once a month during the summer to get creative! This month kids will make crayon rubbing art. Kids may choose to use textured surfaces provided by the library or explore the park to find their own (tree trunks, park equipment, etc.) All ages welcome, but children who are too young to understand they need to keep the crayons on the paper will need an adult companion.

Fridays, June 2, 9, 16, 23: Euchre and Dominos from 1:00-3:30 pm. Join us Friday afternoons for games in the Hoffman room. Come meet, teach, and play with other players. If interested please contact the library to save your seat, as space is limited. Walk-ins are welcome, if space allows.

Saturday, June 3: Historic Tales of Old Dubuque with John T. Pregler @ 11:00 am. Research-historian John T. Pregler is the author of the book, *Historic Tales of Old Dubuque*. Mr. Pregler is an independent researcher, historian and author born and raised in Dubuque, Iowa, where his family has resided since the 1840s. John has been studying local and regional history of national importance for 40 years. He will be at the library to discuss the six vignettes in his new book covering forgotten Dubuque history. Copies of the book will be available to purchase from the author. Sponsored by the Friends of the JKPL

Saturday, June 3: Movies @ Your Library presents “80 For Brady” @ 1:00 pm.

After decades of dreaming, a quartet of older women, who are dedicated football fans, finally decides to make a pilgrimage to the Super Bowl for the once-in-a-lifetime chance to meet their favorite player, noteworthy NFL mainstay Tom Brady. Rated PG-13 (98 minutes).

Saturday, June 3: Nerf War @ Your Library from 4:00-6:00 pm. Bring your Nerf gun and ammo and head to the library for this bi-monthly Nerf War! Participants must be 13 or older and anyone under 18 must have a signed parental waiver. Registration requested as 10 people are required to hold the program and a max of 20 is allowed. Walk-ins welcome, if space allows. Participants must provide their own Nerf guns and ammo but no modifications to darts or guns to increase range or hitting power will be allowed.

Monday, June 5: Books for Lunch Book Discussion @ 12:00 noon. This group gathers on the first Monday of each month at noon. This month the group will discuss the 2023 All Iowa Reads book for teens, *Firekeeper’s Daughter* by Angeline Boulley. Copies of the book are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. New members are welcome to join at any time. If you need a link to the Zoom room, please email librarian@dyersville.lib.ia.us by 10:00 am on the day of the program and an invitation to the Zoom room will be emailed to you.

Monday, June 5: Teen Summer Reading Program Begins! Everyone who has completed 6th-12th grade is encouraged to participate in the teen program that runs from June 5-July 31. The theme this year is *Find Your Voice*. Participants will receive a free book just for registering! This year, participants will be given a game board of challenges to read different types of books or to use some of the services available at the library. For each color coded set that is completed, the participant will earn an entry into the prize drawings. Participants that fill out reviews on the books they read will earn extra entries for prizes.

Monday, June 5: Children’s Summer Reading Program Begins! School’s out for summer, which means there is plenty of time for reading to prevent the dreaded summer slide (loss of reading skills over the summer). Our theme for this summer is *Find Your Voice*. We’ve lined up fun activities, crafts, and story times that reflect the theme. Program runs June 5- July 16 and registration begins on June 5. Just stop by the library to sign up for the program. Kids age 3+ will receive a book bag, free book, and other goodies, including a ball chain or keychain at registration. Kids will keep track of how many minutes they read and earn beads and brag tags to add to their chains. Sports beads, glow in the dark beads, animal beads, glitter beads, and more will be available, along with a variety of brag tags. For every 12 hours a participant reads, they will earn another brag tag, a choice from our prize box, and entry into the grand prize drawing. Children under age 3 will receive a page of fun brain-building activities and a book at registration. Once they and their adult complete all the activities they will receive a goody bag. Sponsored by the Friends of the James Kennedy Public Library.

Tuesday, June 6: Find Your Voice with Rock Painting @ 10:00 am. Rock painting has been popular for years. This year, we are adding a twist. Kids ages 3-11 will paint 2 rocks to look alike. On the bottom of one rock we will write “Find my match at the Library.” Kids will take one rock and hide it somewhere around town. The second rock will stay on display at the Library. As the matching rocks are found and brought back to the library, they will be put on display with their “twin.” Rocks will be returned to their finders after the summer reading

program is over. Be sure to follow us on Facebook or Instagram as we will announce matches as they are made! Sponsored by the Friends of the James Kennedy Public Library.

Tuesday, June 6: Dungeons and Dragons Players Club @ 6:00 pm. Join us for this monthly gaming event for D & D players that meets in-person or you can join remotely via Discord. This group meets the first Tuesday of every month and new players of all ages and skill levels are welcome. The library has materials available but feel free to bring your own. To join via Discord, contact Paul at Pzurawski@dyersville.lib.ia.us by 2:00 pm the day of the program to receive the server invite.

Wednesdays, June 7, 14, 21, 28: Sit and Stitch from 1:00–3:00 pm. Grab your hobby or craft and join other crafters at this fun gathering. There are lots of laughs, great company, conversation, and even some crafting! Participants are welcome to attend in person in the Hoffman Room or remotely via Zoom. New members are welcome to join at any time. If you are a new participant and wish to join virtually, please email librarian@dyersville.lib.ia.us by 10 am on the date of the gathering and an invitation will be emailed to you. The same Zoom room link is used each week.

Wednesdays June 7, 14, 21, & 28: Story Time @ 9:30 am and 6:30 pm. Parents and caregivers are encouraged to bring their preschoolers to the Summer 2023 sessions of Preschool Story Time. Story Time is open to 3, 4 and 5 year olds who have not been in Kindergarten and will be offered on Wednesdays at 9:30 am. Story Time for all ages will be held at 6:30 pm. Programs will run June 7 - July 12. Registration is required as space is limited.

Wednesdays, June 7, 14, 21, & 28: Wee Read @ 10:30 am. Parents and caregivers are encouraged to sign up and bring their preschoolers to the Summer 2023 sessions of Wee Read. Wee Read is for children under 3 and their caregiver. Programs will run June 7-July 12. Registration is required as space is limited. You may register in person or by phone.

Thursday, June 8: Drawing Happiness: Creating with Pen and Ink @ 6:00 pm. Using repetitive patterns as a “foundation” for our drawings, class participants will create simple yet beautiful floral, leafy, organic images. No art experience is necessary! This two-part class will be led by Dianne Kramer. The drawings look complicated, but each one will be broken down into easy-to-follow steps. This class is intended for adults. There is a maximum of 16 participants in the class, so registration is required by 7pm on June 6. Please bring the following materials to the class: pencil, eraser, fine-lined black ink pen, colored pencils, ruler. All other materials will be supplied. Class sets of materials will be available to borrow. The second class will be held on June 22. Be sure to check out the display in the library for samples of class drawings!

Friday, June 9: Pop-Up at Downtown Summer Nights from 6:30 - 8:30 pm. The JKPL will be reaching out to the community by “popping up” at Downtown Summer Nights at Legacy Square! Visitors will be able to select a free book to keep from the pop-up library as well as learn more about library services. The JKPL Fundraising Committee will be on hand selling frozen treats to support the special collections and services of the library. The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the

JKPL.

Friday, June 9: TACKL Fun and Games @ Downtown Summer Nights from 6:30-9:00 pm. Join the Teen Advisory Council to the Kennedy Library (TACKL) at Downtown Summer Nights for fun, free games for kids. Everyone walks away with a prize for playing! This event is sponsored by the Dyersville Chamber of Commerce.

Saturday, June 10: Find Your Voice with Tiny Art for Kids @ 10:00 am. Young artists between the ages of 7 and 12 are invited to the library to create a tiny masterpiece to be displayed at the library. Kids will receive a 4" x 4" canvas, easel, paints, and palette then listen to music while they are painting. All art will be on display until July 15, then artists will be able to take their creations home. No artistic ability is required, just the desire to create! Registration is requested so that enough supplies will be available. Funded by Friends of JKPL.

Saturday, June 10: World Wide Knit in Public Day from 1:00-3:00 pm. Held on the second Saturday of June, WWKIP Day is a special annual event to celebrate knitting and all fiber crafts as a community activity. The theme is Better Living Through Stitching Together. Join the JKPL Sit 'n' Stitch group in the library to celebrate this special day. Bring your own project or just come see these talented crafters in action and learn about crafting!

Saturday, June 10: Teen SPR: Teen Quiz Bowl @ 4:00 pm. Want to test your knowledge and try to win some prizes? Join us for the first Library Teen Quiz Bowl! The game will consist of 3 rounds consisting of various questions on each of the core subjects which include Arts, Literature, Science, Pop Culture, and History. Participants can sign up for one of three teams (Max 6 players per team). Registration is requested, and walk-ins are welcome if there is space on a team. For ages 13-18 only. Spectators are welcome! This program is sponsored by TACKL.

Tuesday, June 13: Inspirational Fiction: A Novel Approach to Faith Book Club @ 7:00 pm. Join us for this book club that features a variety of books that weave religious faith into the characters and storylines. For this month we will be reading *The Nature of a Lady* by Roseanna M. White. Books are available to borrow from the library. Participants are welcome to attend in person or remotely via Zoom. If you want to attend via Zoom and haven't attended before, please register by 12 noon on the day of the program at <https://bit.ly/NOVELAPPROACH> so a link to the Zoom room can be emailed to you.

Thursday, June 15: Find Your Voice with Creek Stomping @ 1:00 pm. Get your feet wet and learn about the amazing critters that live in our ponds and streams! Dubuque County Conservationist Jason Denlinger will lead us in exploring the creek at West Side Park. We will search for aquatic animals and plants, learn about the importance of water quality, and how we can monitor creeks and streams in our neighborhoods. This program is appropriate for ages 4 and up. We will meet in the parking lot by the baseball diamonds at West Side Park. Please plan to wear shorts or pants that can be rolled up, and rain boots or other waterproof footwear.

Thursday, June 15: Lou Henry Hoover's White House Years @ 6:00 pm. This is the first of a 3-month 'Best Of' series of 3rd Thursday programs. This program originally aired in May of 2022. When Lou Henry Hoover moved into the White House on March 4, 1929, she looked forward to using her influence to strengthen the areas that were near and dear to her

heart: women's opportunities; the arts; and private philanthropy. The onset of what we now call the Great Depression challenged Lou's plans, but she saw new opportunities for serving the nation and remained undaunted. Lou continued to blaze a trail of achievements that have often been forgotten. She was the first president's wife to address the nation by radio. She continued the work of updating the White House to accurately reflect its history and documented that work. Lou's private philanthropy led to the building of a school for children in a remote area of rural Virginia, and she sought out and supported local artisans for a number of special projects. The JKPL has partnered with the Hoover Presidential Library to present their 3rd Thursday Virtual Programs.

Saturday, June 17: Building Creativity One Block at a Time: a LEGO® program from 10:00 - 11:00 am. This month's theme is *Reading Time*. This program is for all ages but children under 7 must be accompanied by an adult or older partner. This LEGO® program is part of a monthly LEGO® building block program at the library sponsored by DuTrac Community Credit Union. Each month there is a theme to help inspire creativity. Photos of the creations are displayed in the children's area of the library and on the library's social media pages. All children who participate have their names entered into a quarterly drawing for a special LEGO® related prize provided by DuTrac.

Saturday, June 17: Family Movies @ Your Library presents "Coco" @ 1:00 pm. A boy named Miguel dreams of becoming a famous guitar player, despite the misgivings of his close-knit family. When his lofty ambitions cause him to run afoul of a curse, he must journey into the Land of the Dead to seek forgiveness from his ancestors. Rated PG (109 minutes).

Sunday, June 18: Library closed for Father's Day

Monday, June 19: Exotic Animals with Dr. Bechtel @ 1:00 pm. Dr. Michael Bechtel, Associate Professor of Science Education at Wartburg College, loves animals and will be bringing some of his animal friends for us to meet. Dr. Bechtel (Bec) was born and raised on a dairy farm in Waukon, Iowa and was a high school science teacher for 20 years in Minnesota, Wisconsin, and Iowa. He has always incorporated exotic animals in his classrooms--everything from poison dart frogs to African spur thigh tortoises to Malaysian seramas (miniature chickens). He has even created his own breed of mice! Families and children of all ages will have a blast at this engaging hands-on program. The program will be held in the Library parking lot, because these animals aren't potty trained! Funded by the Friends of JKPL.

Monday, June 19: Bingo Party from 1:00-3:00 pm. Come enjoy bingo at the JKPL! There is a two-card limit, there is no cost to play, and there are prizes! Registration is recommended as space is limited. Bring your friends!

Monday, June 19: Cricut with Christopher @ 6:00 pm. Come learn about the Cricut Maker from local expert Lisa Christopher. Project to be announced. Participants should be 14 or older but children age 8 and up are welcome if accompanied by an adult. Registration is recommended as attendance is limited to 10. Walk-ins welcome if space and materials allow. Cricut with Christopher will typically be held monthly on the third Monday of each month.

Tuesday, June 20: Find Your Voice Summer Book Club @ 6:30 pm. Teens and adults are invited to participate in a special summer book club where we will discuss books tied

to the summer reading theme. Join us on the 3rd Tuesday of June, July and August where we will discuss the selected title. Copies of the books will be available to check out from the library 3 or 4 weeks before the discussion date. Refreshments provided. If there is interest in participating virtually, a zoom room will be opened. Registration is encouraged but not required. Details and book titles to be confirmed.

Thursday, June 22: Drawing Happiness: Creating with Pen and Ink 2 @ 6:00 pm. Using repetitive patterns as a “foundation” for our drawings, class participants will create simple yet beautiful floral, leafy, organic images. No art experience is necessary! This is the second of a two-part class that will be led by Dianne Kramer. The drawings look complicated, but each one will be broken down into easy-to-follow steps. This class is intended for adults and attendance at the first class is not necessary. There is a maximum of 16 participants in the class, so registration is required by 7pm on June 20. Please bring the following materials to the class: pencil, eraser, fine-lined black ink pen, colored pencils, ruler. All other materials will be supplied. Class sets of materials will be available to borrow. Be sure to check out the display in the library for samples of class drawings!

Friday, June 23: Game Night @ Your Library @ 6:00 pm. Bring your favorite game (card game, board game, role playing game, or video game) and meet, teach, and play with others! Game night is held on the 4th Friday of every month. All ages welcome but those under the age of 7 need a teen or adult companion.

Saturday, June 24: Pop-Up @ the Dyersville Downtown Market from 8:00 am - 12:00 noon. The James Kennedy Public Library will be reaching out to the community by bringing a pop-up library to the Market. Visitors will be able to find out more about what the library has to offer, and select a free book to keep. The JKPL will also have a hotspot running to provide WiFi Access. The JKPL Pop-Up Library is sponsored in part by a grant from the Dyersville Area Community Foundation and partnership with the Dyersville Campaign for Grade Level Reading and the Friends of the JKPL.

Saturday, June 24: Book Art for your Library - Kickoff @ the Downtown Market from 8:00 am - 12 noon. The JKPL fundraising committee is excited to announce a new fundraising event for all! Individuals and groups of all ages are invited to create a piece of art or sculpture by upcycling books and / or book pages. The JKPL will provide a grocery bag and participants can fill it with old books to use for their art. Participants may use anything from individual book pages to several books, but the maximum number of books to be used in a submission is how many will fit in a plastic grocery bag. Participants may also use their own books and other materials but number would still be limited to this quantity. The art or sculpture can be any design or format - folding, cutting, using individual pages, building, etc. and can be created by individuals, families, couples, or groups of any age.

People will be able to sign up to participate and pick up their supplies at the Market and at the library starting on June 24. Submissions should be brought to the library on or before Friday, July 28. On Saturday, July 29, all submissions will be displayed at the Downtown Market with a mason jar adjacent to them. Visitors will be able to vote for their favorite by putting money in the jar – all donations will go to the JKPL. At the end of the market, the creator of the item that brought in the most money will win a voucher for a bowling party donated by 7 Hills West. This voucher includes room rental for 2 hours, 2 bowling lanes for 2 hours (max of 6 people per

lane), shoe rental for up to 12 people, 3 large single topping pizzas, and 3 pitchers of pop. Voucher is valued at \$230.00! As space allows, entries with the highest donations will be displayed at the library during the month of August.

Sunday, June 25: Tea Event @1:30 pm. Details to be announced.

Monday, June 26: Strings Club @ 6:00 pm. Do you have a ukulele, guitar or other string instrument that you would like to play more often? Do you want to grow your skills by jamming with others? Then come join the JKPL Strings Club! Teen and adult musicians of all skill levels are welcome. NOTE: This is not a class but a jam session so participants should know basic chords. Facilitated by Sue Engelbrecht and Gary Bramel. This group typically meets on the fourth Monday of each month. Registration requested. Walk-ins are welcome as space allows.

Tuesday, June 27: Find Your Voice with Book Spine Poetry for Kids @ 1:00 pm. Book spine poetry is poetry that is made up of words from other sources. You, the poet, aren't writing the words, trying to fit a form, or looking for words that rhyme. Instead, with book spine poetry, you hunt the shelves for titles of books to create your own unique poem. For those who would rather sit and create their poems, we will have old children's books and art materials on hand to create black out poetry. Examples of both forms of poetry will be available for inspiration, and library helpers will be there to help you find your poetic voice. This program is appropriate for kids 8 and up. Funded by the Friends of the JKPL.

Tuesday, June 27: JKPL Writing Group@ 6:30 pm. Join us this month in person at the library, or remotely via Zoom, for a sharing session with writers of all types including poetry, memoir, fiction, or nonfiction. New members are welcome to join at any time.

Friday, June 30: Teen SRP: Open Mic Night for Teens @ 6:00 pm. Teens are invited to join us for a night of music, poetry, reading, and much more! Participants can register for an opportunity to showcase their talents for a 10 minute time slot. Read something you wrote, sing a song you love, or any other type of performance! Or feel free to just watch all the talent. Registration is requested. This program is for those that have completed 6th-12th grade.

Memorandum

TO: City Council, Parks and Recreation Commission
From: Adam Huehnergath, Parks and Recreation Manager
RE: Monthly Directors Report April 2023
CC: Mick Michel, City Administrator
Date: May 15, 2023

Aquatic Center:

All of the preparation work has been done to the pool vessel in anticipation of the new features placement. There is a new coat of paint to the 2' line that smoothed out some chipping and the lines for depth are updated also. The coating needs to be cured for 14 days at the average temperature that we are having. The pool will start to be filled week of May 21st and will take a week to fill and to balance the water. The lifeguard training will still be on the 20th but we moved it to an indoor pool in Hopkinton. The anticipated opening day will be Monday, May 29th.

Swimming lesson registration was opened May 2nd for residents and May 4th for non-residents. Most of the registrations were done online mainly because of the timing to get some of the coveted spots. City offices were not filled with people as years past, but the phone rang often with technical questions. Every year with the new software will lessen these problems.

Pickleball:

The finishing touches have been completed at the new pickleball courts. The windscreen was put in around the three sides effected by wind the most. The two new covered cabanas were placed in the communal area between the courts for rest and viewing. Since the weather has changed, the courts have been busy every morning and evening. I have been noticing many families with young children starting to play. Over the next couple of months, I will welcome recommendations for improvements and will draft some pickleball court rules to be posted.

Field of Dreams Tournaments:

I received and am starting to plan for the weekend FOD tournaments. The first one starts Saturday, May 27th. During that weekend they will be using five of our diamonds through Monday afternoon. I have the field schedule two weeks in advance so have plenty of time this year to have everything ready. The summer staff will help with field maintenance, garbage pickup and bathroom maintenance all weekend. The amount of teams each weekend mirror last years schedule so the month of June will be real busy and start to slow down the 2nd week in July.

To: Mayor Jacque and City Council Members
Cc: Mick Michel, City Administrator
From: John F. Wandsnider, PE – Public Works Director/City Engineer
Date: April 12, 2023
Subject: Public Works Report: March 15 – April 11, 2023

Things have been operating well, for the most part, over the last month or so in the Public Works Department. Also, with the onset of favorable weather, construction season has ramped up, and a lot of improvements are underway.

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

Mike Maahs and TJ Vorwald continue to do an excellent job with the streets, parks, and equipment. They have been busy this month with the normal spring-time activities. The Street Department worked on signs, removing and putting away snow-removal equipment, sweeping streets, cold patching-pot holes, etc. Water main breaks pavement patches and other patches were completed earlier in the month. They continue to impress me with their talents!

The city's parks and FEMA buy-out properties have been sprayed for dandelions and weed control. The banks of the rivers and creeks will be sprayed in a couple weeks. TJ has been helping Adam get the parks into shape as well as making some improvements (Adam will have more on this).

One part-time summer helper will be starting on Monday, and the second within a few weeks. As in the past, summer staff really help out with the busy summertime workload in Public Works and the Parks.

We have a good inventory of mulch and compost at the WWTF.

Operation and Maintenance of Drinking Water and Wastewater Disposal Systems

The drinking water source, storage, treatment, and distribution systems are serving the City well, thanks to the excellent work of Terry Recker and Joe Reicher. They are also working to get the pool ready as well as working on the electrical related to the Legacy Square project – multi-talented! Please refer to the below report from Water Operations.

The wastewater collection, pumping, treatment, and disposal systems are operating well, thanks to the excellent work of Tim Herbers and JoAnn Woodward, with help from Joe. They have identified some needs at the wastewater treatment plant and are working to determine costs. They will be cleaning sewers with the rented jetter/vac-truck over the next month or so as well – they can do anything! Please refer to the below report for last month from Wastewater Operations.

Status of Improvement Projects – ‘In-House Design’

Downtown Streetscape Rehabilitation (Added April, 2023)

I have begun working on plans/specifications and working with contractors to develop a program using operations funds to rehabilitate the downtown streetscape sidewalks and pavements over the next few years. I know the guy who designed it pretty well, and I expect him to be quite helpful.

5th Avenue NE - Dyersville East Rd (Added 2/23)

Grant application for up to \$25,000 was submitted to RPA 8. **We expect to hear the results in June.**

Wayfinding Signs Project (Added 12/22, though in-progress for years)

We have ordered all the sign posts and hardware. We expect delivery around the end of the month. The Design consultant (Gigantic Design) has been working to get cost estimates for sign production. We anticipate signs by the end of the month as well. We expect it will take approximately 2 weeks to install the signs.

Hwy 52/136 Manhole Replacement at 2nd Avenue (Added November, 2021)

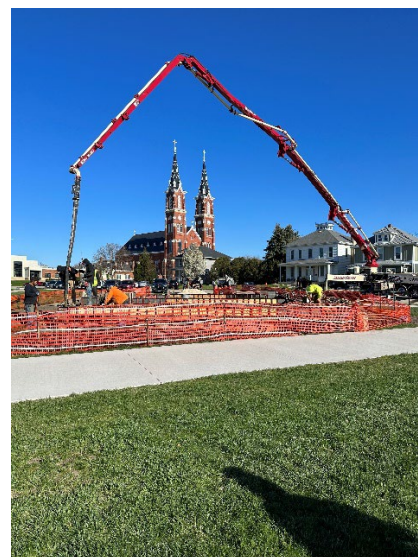
It was determined that moving this manhole out of the center of the highway was going to be too expensive. The best solution is to simply replace the manhole with a new one. I met with the Iowa DOT and the contractor to work out the details of what will be needed in order to obtain the permit. Traffic control, interaction with the railroad, and pavement replacement specifications are going to be key,

Downtown Businesses Accessibility – (Added June, 2021)

Working toward including recommendations into the sidewalk program.

Legacy Square – Stage (Added Spring 2021)

Work is progressing and is on-schedule for completion this month (see photos).



Status of Improvement Projects – ‘Outside Design’

1st Avenue West Bridge Over Bear Creek (Added April 2023)

WHKS is making good progress on the design and plans. Completion is expected in the next several weeks. Once approved, we can plan for bidding.

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

Draft plans and specs for Contract B (RISE) were submitted to the City of Dyersville and DEDC for review in November. After minor revisions, plans will be submitted to Iowa DOT for a 30 day review. Local bid date is anticipated to be in **June**. Construction could begin in **late July**. Completion is set for **November 2023**. Origin will provide and administer construction admin and observation as required during construction.

1st Avenue Bridge – Repair or Replacement (Added May, 2022)

Design is in-process.

3rd Avenue SW Bridge (Added to list in February, 2022)

Awaiting further evaluation

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

Project substantially complete. Temporary erosion control seeding has been placed. Permanent bluegrass seeding has been completed both north and south of Beltline Rd. Native seeding was performed in late November 2022. A live streaming camera of the site is available for viewing at:

<https://video.nest.com/live/G4AGPm8tkR>

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

Contract B Water Main construction is wrapping up. Construction on Contract C Water Pumping Station with F.L. Krapfl has started and is moving forward rapidly. Construction for Contract D Lift Station and Linear Sewer Onsite is getting close to completion. Work has started on the Sanitary Sewer and Force Main (EDA Contract). Contract E with Top Grade Excavating has multiple crews on-site that are making great progress.

Heritage Trail Pavement Extension (Added to list January, 2020)

Construction is nearly completed. Should be done by the end of the month (see photos).



Bear Creek Restoration (SRF Sponsored Project)

The Contractor will perform summer mowing and vegetation management in 2022 and 2023 for maintenance. Typical prairie seeding takes 3 years to be fully established with intended growth of flowers and grasses. A video camera is mounted near 3rd St. with a public video link for anyone to monitor.

<https://www.senserassystems.com/public/embed/M78018326A93>

Respectfully submitted,

John F. Wandsnider, PE - Public Works Director / City Engineer

Email: jwandsnider@cityofdyersville.com

cell: 563-587-9131

Memorandum

To: Mayor, City Council Members and City Administrator

From: Terry Recker, Water Operator

Date: May 8th, 2023

Subject: **Water Operation April 2023 Report**

Water Pumped

Total Water Pumped for Month	10,241,000 Gallons
Average Pumped per Day	341,000 Gallons
Maximum Daily Pumped	496,000 Gallons

Chlorine Testing

Average Free Chlorine in the System –	1.85 mg/l
Average total Chlorine in the System -	1.95 mg/l

Polyphosphate

Average Residual at Well #4	0.71 mg/l
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Water Call Outs

0 for the month
Total for the year – 4

Water Main Breaks

0 for the month
Total for the year – 2

Water Activities

98- Line Locates Completed
39-Water Work Orders Completed

Operations and Maintenance

Bacteria samples were taken, and the results were negative. The monthly operating report was completed and sent to the DNR. Preventative maintenance was completed at Well#4 and #5, including exercising water valves and doing well draw down at both wells. Daily rounds were completed for the month at both wells. Meter reading was also completed this month. Joe and I started to get the pool ready for the season. We replaced the old water features pump with a new one which required re-piping the water lines and upgrading the electrical to the motor. The new features should be installed before opening on Memorial Day weekend.

Water Operator,
Terry Recker

Memorandum

To: Mayor, City Council Members and City Administrator

From: Wastewater Operator

Date: 5/12/2023

Subject: **Wastewater Operations –**

Influent Flows

Total Treated for Month 14,066,000 Gallons
 Average Flow per Day 468,000 Gallons
 Maximum Daily Flow 594,000 Gallons
 Average Influent Biochemical Oxygen Demand 343 mg/l
 Plant loading pounds per day of 1412 lbs. plant design loading 2400 lbs. per day
 Average Influent Total Suspended Solids 490 mg/l.
 Plant loading pounds per day 1987 lbs. plant design loading 3600 lbs. per day.
 Average Influent Total Nitrogen 32.8 mg/l
 Plant loading pounds per day 145 lbs.
 Average Influent Phosphorous 7.40 mg/l.
 Plant loading pounds per day 32 lbs.

Effluent Testing

C.B.O.D. Monthly Average	1.6 mg/l	Limit - 25 mg/l
T.S.S. Monthly Average	3.6 mg/l	Limit - 30 mg/l
Ammonia Monthly Average	.02 mg/l	Limit – 13 mg/l
Total Nitrogen	7.95 mg/l	Suggested Limit 10mg/l
Phosphorus	.53 mg/l	Suggested Limit 1 mg/l
E-coli	35.2mg/l	Limit 126 MPN

Sewer Call Outs – 1 for the month at the Treatment Plant.

Total for the year – 8

Routine Maintenance of the plant. That cold snap shook the plant up, but we are on the rebound. We did drain the water out of the west side ox ditch and out of both westside clarifiers for the summer. And in doing that we have noticed with the age of the west side of the plant we are going to need to do some updating soon do the atmosphere of wastewater. The baffles in the clarifiers are rotted through and the epoxy paint is flaking off. So, we are looking into cost estimates. And we are also looking into cost estimates for our grit system at the plant. With it being in the pit and with the wet atmosphere the pipes and brackets and the pump itself are just plain falling apart. And with us coming closer to having to put that side of the plant back in service we would like to have these updates completed so plant is ready. It was good they lasted 20+ years but it is time for replacements.



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www.cityofdyersville.com

Memorandum

TO: Mayor Jeff Jacque and City Council
 From: Mick J. Michel, City Administrator
 RE: City Administrator's Report
 Date: May 12, 2023

Below is an update of top priority projects that the City Council has determined at its last strategic planning and goal setting session held on January 24, 2022.

Initiatives or Programs:

1. *Hire Public Works crew member to replace employee that left.* This objective has been completed.
2. *Bring all four water & wastewater Public Works staff up to Grade 2 water & wastewater operator licensure.* Water and Sewer employees are continuing taking their tests to get licensed.
3. *Review and update SOP & SOG's at Fire Department.* Nothing has been done at this time.
4. *Continue implementation of nutrient reduction improvements through minor operation changes at the wastewater treatment plant.* Public Works Department are meeting the State's suggested guidelines.
5. *Replace 8 brick manholes.* This is on the public works department schedule. Public works department replaced several brick manholes in FY22. Public Works Department is moving forward with this project as time and budget dollars allow. I have placed in FY24 budget the same dollars as in FY23 to replace brick manholes. We will be replacing the more difficult ones in FY24 and beyond. Public Works Director and I are getting an estimate to replace the Manhole on Hwy 52, and 2nd Avenue SE. Public Works Department has been working with IADOT on getting the necessary permits.
6. *Upgrade building-entry keypads across Public Works Department.* Nothing has been done at this time.
7. *Develop plan for replacing failing fire hydrants and valves.* I will follow up with the public works department.

8. *Integrate Wincan camera data with Cartegraph data management system.* I will follow up with the public works department.
9. *Continue to evaluate how we can get more done, be more efficient, be more effective, under the budget that we have.* I have been looking at ways to trim costs with the limited staff.
10. *Continue residential building projects/housing.* Several permits have been approved by a Developer to build some apartments on some infill lots. I have been continuing to work with DEDC and a developer about bringing more workforce housing in the area. The City is looking at modifying the Urban Revitalization Plan to meet modified State requirements. **I had a conversation with Dorsey and Whitney and the plan update is not feasible at this time due to how the Iowa Code is written. I will be having a conversation with our State elected officials on possible revisions to the Code.**
11. *Plan to extend water & infrastructure to Field of Dreams Movie Site.* The City has four contracts approved. EDA approved the City's request to modify our sewer grant. Construction has been going well at the lift station, and the sewer main installation projects. Sewer EDA project has been going well with little disruptions to local traffic. The inside FoD work should begin sometime in Spring 2023. **I have been working with City Attorney to close on the Lumber Specialties property; we hope to have this done by the end of June 2023.**
12. *Support recreation opportunities.* Score boards have been completed at Candy Cane Park and Commercial Club Park. Pickleball Courts are being used at Candy Cane Park. Finally, pool features designs have been submitted to the City and we are waiting for State of Iowa signoff on them. State signed off on the slide. Adam and the vendor are working on getting the slide manufacturer. We will be installing it in Spring 2023.
13. *Amendment of policies for development agreements—length and amount of tax abatements.* Nothing has been done at this time.
14. *Work with Dubuque County to pave Heritage Trail.* Dubuque County Conservation has been working on funding for this project. Conservation board turned down a grant submittal request from ECIA. I'm waiting to see if the board would still like to move ahead with the paving of the trail.
15. *Continue implementation of wage & benefits study for all departments.* I prepared the FY23 wage schedule during the budget process and we are looking at implementing it on July 1, 2022. City Clerk has been monitoring the changes to the City health insurance program. Salaries Resolution has been prepared for FY23 budget. The City Council approved Medical Associates Health Plan renewal for 2023.

16. *Increase general fund revenues.* This is an ongoing process through economic development opportunities. **This State of Iowa pass a new property tax reform bill. I had a conversation with the State officials on the possible side effects of the new legislation, but I'm still waiting on the Iowa League of Cities breakdown on the new law.**
17. *Create five-year plan for street construction/refurbishment.* Nothing has been done at this time. Public Works Director gave me a couple of budget estimates on several large projects street projects. I'm working with him on getting the project detail and trying to find outside funding. Public Works Director has submitted the RCTP grant. No update on the grant.
18. *City Square development and completion.* The sidewalk portion of the project has been completed. City Engineer has submitted the plans and specifications for the stage project. Mayor is working on getting sponsors for the stage. I'm working with Public Works Department on lighting design, and I had a conversation with contractor on the stage construction. **The project is underway with the stage improvements. The lights have been ordered. We are still looking at the stage to be completed by the end of May 2023, and the lights to be installed sometime in July 2023.**
19. *Pickleball courts.* Park and Recreation Manager has worked on a local grant. He has also worked with our vendors on the fence and painting of the courts. We will also maintain pickleball painting lines at the tennis court. Pickleball court has been painted. The lights will be installed sometime in the fall 2022. Light bases are installed, the concrete edge has been installed, and we are in the process of order seating with shades. This project has been completed.
20. *Completion of Heritage Trail upgrade and connection to Trail System.* City was approved to modify our grant from the RPA8 Council. Origin Design has been working on draft plans and submitting them to the IADOT for their review and consideration. Plans and specs have been approved by the Council. I have submitted the IADOT agreement for Council review and consideration. Council has approved the plans and they have been submitted to the State. We are working on the construction documents. **Contractor is finishing up the project and the project should be closed out by the end of June 2023.**
21. *Continue to pursue install of three new bridges: 12th to 13th Ave; 7th Street; and, Beltline Road Railroad Overpass.* City submitted an updated RAISE grant to USDOT for their review and consideration. Fingers crossed. We were not awarded the RAISE grant for this year. RAISE grant has been submitted. WHKS and I will be working with our federal officials to push this grant out of review and into the consideration category.

22. *Budget and plan for sidewalk replacement program, new sidewalk construction, and trail connection.* Nothing has been done at this time.
23. *Support EMT's: Ambulance service to investigate full-time paramedic availability.* I attended a 28E Board meeting to discuss this matter and City will be looking more into this matter. I have been assisting Bi-County Ambulance on creating a job description and other necessary information for the creation of a full-time position. I have prepared a job description and other necessary information to advertise for a full-time paramedic. No further action at this time.
24. *UTV Ordinance.* Task is completed and no further action.
25. *Review costs for municipal fines and fees.* Nothing has been done at this time.
26. *Improvements to the creeks and rivers through town for appearance and recreation.* City has submitted EDA grant for recreation opportunities, but we didn't make the cut this year. City has resubmitted a BRIC planning grant and we hope to hear by the end of August 2022. City has been awarded the BRIC planning grant. Grant agreements has been submitted. **RFQ is completed and Impact 7G was awarded the project.**
27. *Purchase small sewer jetter trailer.* City Council has approved the purchase of sewer jetter trailer. I'm working with the lease company and our supplier to finalize the necessary paperwork. City purchased the jetter, and the lease agreements have been implemented. Task is completed and no further action.
28. *New brick Westside Park ball field dugouts.* Contractor has started to install four dugouts this year. This project is complete.
29. *Concession Stand/Restroom Facility for Commercial Club fields.* We added this project within the FY23 budget. City will need to upgrade our lease agreement with Commercial Club Board prior to moving this project forward. **I had a meeting with several Commercial Club Board members, and they have submitted a proposal. Staff is evaluating the proposal.**
30. *Replace two 2014 snowplows and material spreaders.* City Council approved the purchase of one snowplow. City Council has approved moving forward with another snowplow. **Snow plow has been manufactured, and I have been working on the financing agreement. We would like to take possession of the equipment in June 2023.**
31. *Rehab 1st Avenue West Bridge over Bear Creek.* City Council has approved WHKS agreement and they are working on their assessment report. Assessment report is complete, and we forward the matter to the City Council for their review and consideration. WHKS is working on option 6 cost estimates for a replacement of the bridge without trail. Delaware County engineer's office reviewed the plans

- and found that the selected city council option is appropriate. The City Council will consider bonding this project at a future date. Funds are in place, and WHKS is working on designs and construction documents.
32. *Complete SCADA system for all water and wastewater facilities.* Public Works Department and I have been working with Origin Design and our supplier on making sure we right size the project and that it ties in with the Field of Dreams projects. SCADA quote has been approved as part of the Field of Dreams project and the City is moving forward with getting the necessary software to complete this task.
 33. *Continue economic development programs.* Twin Steeples project is moving along very well and it is really reshaping our downtown area. DEDC and I are working on some business relocation activities at our industrial parks. These relocations will allow for more jobs in our area. **I'm still devoting considerable amount of time working with Go the Distance management team on their proposed project, along with This is Iowa Ballpark on the construction of a permanent stadium.** The State of Iowa awarded a \$12.5 million Destination Iowa Grant to City of Dyersville and This is Iowa Ballpark towards the construction of a stadium. **City of Dyersville was award a \$12 million Enhance Iowa grant for the ballpark project. Finally, DEDC and I are working with several developers on bringing a business to the City.**
 34. *Annexation study.* City held an informational meeting at the Social Center and the draft plan will be considered by the Planning and Zoning Commission and then to the City Council for review and consideration.
 35. *Update Subdivision Ordinance.* RDG has the first draft done and I'm working on getting that completed by the end of December 2021 due to other priority projects. I have submitted the draft ordinance to planning and zoning, and they are recommending that the Council and Commission meet to make sure everyone is on the same page.
 36. *Review water and sewer rates.* I have been working with Lori Panton on this project and we are gathering data. However Covid-19 issues have delayed the completion of the study. We will forward our findings to the Water & Sewer Committee.
 37. *Continue with the development of City Asset System.* I have continued to work with the Public Works Department on their database software; pavement inspection data from Cyclomedia, pavement marking, street sign data are currently being worked on. I have been working with the Public Works Department on helping them get the Water and Sewer plant data added to the management software. Also, we are updating sign, pavement marking data to it. Finally, road condition data will be updated in the system. We are reviewing the

- data to help develop a proposed action plan based on sidewalk data to propose to the City Council.
38. *Reconstruct 16th Avenue SE at the shopping mall.* No action has been done at this time.
 39. *Splash Pad and other toddler opportunities at the Aquatic Center.* City Council has approved the quote and action plan for this project. The project is being engineered and product has been ordered. The installation should be in late August 2022.
 40. *Additional/improved Westside Park lighting.* We ordered lights and we are waiting to free up some staff time to install the project. Public Works and I had a meeting to discuss location and site plans to development this project. Public Works will be working with lighting consultant on location placement of lights. I had a meeting with the public works department staff and we have a plan to install the lights in June/July 2023.

The City of Dyersville is seeking candidates to fill openings for the Planning & Zoning Commission and the Board of Adjustment. The terms begin July 1, 2023 and are for 5-year terms that expire June 30, 2028.

The City of Dyersville is also seeking a candidate to fill an opening for the Parks & Recreation Commission.

The term begins immediately and the 3-year term will end December 31, 2025.

For further information regarding applications or for the commission's duties, please contact City Hall at 875-7724 or visit our website at www.cityofdyersville.com.

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

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of DYERSVILLE
Fiscal Year July 1, 2022 - June 30, 2023

The City of DYERSVILLE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 5/15/2023 06:00 PM

Contact: Tricia L. Maiers, City Clerk

Phone: (563) 875-7724

Meeting Location: City Council Chambers, Memorial Building, 340 1st Avenue East

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

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,682,701	0	2,682,701
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,682,701	0	2,682,701
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,711,446	0	1,711,446
Other City Taxes	6	1,062,902	20,000	1,082,902
Licenses & Permits	7	17,800	0	17,800
Use of Money & Property	8	61,850	17,000	78,850
Intergovernmental	9	12,013,024	369,000	12,382,024
Charges for Service	10	2,905,553	0	2,905,553
Special Assessments	11	10,000	0	10,000
Miscellaneous	12	158,500	56,000	214,500
Other Financing Sources	13	1,000	2,650,000	2,651,000
Transfers In	14	1,772,381	0	1,772,381
Total Revenues & Other Sources	15	22,397,157	3,112,000	25,509,157
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,154,759	233,000	1,387,759
Public Works	17	722,556	124,000	846,556
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,398,931	0	1,398,931
Community and Economic Development	20	1,348,856	15,000	1,363,856
General Government	21	510,440	50,000	560,440
Debt Service	22	1,738,209	0	1,738,209
Capital Projects	23	320,000	2,750,000	3,070,000
Total Government Activities Expenditures	24	7,193,751	3,172,000	10,365,751
Business Type/Enterprise	25	13,288,833	200,000	13,488,833
Total Gov Activities & Business Expenditures	26	20,482,584	3,372,000	23,854,584
Transfers Out	27	1,772,381	0	1,772,381
Total Expenditures/Transfers Out	28	22,254,965	3,372,000	25,626,965
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	142,192	-260,000	-117,808
Beginning Fund Balance July 1, 2022	30	945,711	1,562,556	2,508,267
Ending Fund Balance June 30, 2023	31	1,087,903	1,302,556	2,390,459

Explanation of Changes: Increase cost of service delivery; capital improvements from bonds and grants; and street improvements and additional equipment purchases.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of DYERSVILLE				
Fiscal Year July 1, 2022 - June 30, 2023				
The City of DYERSVILLE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023.				
Meeting Date/Time: 5/15/2023 06:00 PM		Contact: Tricia L. Maiers, City Clerk		Phone: (563) 875-7724
Meeting Location: City Council Chambers, Memorial Building, 340 1st Avenue East				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
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Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
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TIF Revenues	5	1,711,446	0	1,711,446
Other City Taxes	6	1,062,902	20,000	1,082,902
Licenses & Permits	7	17,800	0	17,800
Use of Money & Property	8	61,850	17,000	78,850
Intergovernmental	9	12,013,024	369,000	12,382,024
Charges for Service	10	2,905,553	0	2,905,553
Special Assessments	11	10,000	0	10,000
Miscellaneous	12	158,500	58,000	214,500
Other Financing Sources	13	1,000	2,650,000	2,651,000
Transfers In	14	1,772,381	0	1,772,381
Total Revenues & Other Sources	15	22,397,157	3,112,000	25,509,157
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,154,759	233,000	1,387,759
Public Works	17	722,556	124,000	846,556
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,398,931	0	1,398,931
Community and Economic Development	20	1,348,856	15,000	1,363,856
General Government	21	510,440	50,000	560,440
Debt Service	22	1,738,209	0	1,738,209
Capital Projects	23	320,000	2,750,000	3,070,000
Total Government Activities Expenditures	24	7,193,751	3,172,000	10,365,751
Business Type/Enterprise	25	13,288,833	200,000	13,488,833
Total Gov Activities & Business Expenditures	26	20,482,584	3,372,000	23,854,584
Transfers Out	27	1,772,381	0	1,772,381
Total Expenditures/Transfers Out	28	22,254,965	3,372,000	25,626,965
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Beginning Fund Balance July 1, 2022	30	945,711	1,562,556	2,508,267
Ending Fund Balance June 30, 2023	31	1,087,903	1,302,556	2,390,459
Explanation of Changes: Increase cost of service delivery; capital improvements from bonds and grants; and street improvements and additional equipment purchases.				

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2023 - AMENDMENT # 1

Item 32.

To the Auditor of DUBUQUE County, Iowa:

The City Council of DYERSVILLE in said County/Counties met on 05/15/2023 06:00 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 36-23

A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2023

(AS LAST CERTIFIED OR AMENDED ON 03/29/2022)

Be it Resolved by the Council of City of DYERSVILLE

Section 1. Following notice published/posted 05/03/2023 and the public hearing held 05/15/2023 06:00 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,682,701	0	2,682,701
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,682,701	0	2,682,701
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,711,446	0	1,711,446
Other City Taxes	6	1,062,902	20,000	1,082,902
Licenses & Permits	7	17,800	0	17,800
Use of Money & Property	8	61,850	17,000	78,850
Intergovernmental	9	12,013,024	369,000	12,382,024
Charges for Service	10	2,905,553	0	2,905,553
Special Assessments	11	10,000	0	10,000
Miscellaneous	12	158,500	56,000	214,500
Other Financing Sources	13	1,000	2,650,000	2,651,000
Transfers In	14	1,772,381	0	1,772,381
Total Revenues & Other Sources	15	22,397,157	3,112,000	25,509,157
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,154,759	233,000	1,387,759
Public Works	17	722,556	124,000	846,556
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,398,931	0	1,398,931
Community and Economic Development	20	1,348,856	15,000	1,363,856
General Government	21	510,440	50,000	560,440
Debt Service	22	1,738,209	0	1,738,209
Capital Projects	23	320,000	2,750,000	3,070,000
Total Government Activities Expenditures	24	7,193,751	3,172,000	10,365,751
Business Type/Enterprise	25	13,288,833	200,000	13,488,833
Total Gov Activities & Business Expenditures	26	20,482,584	3,372,000	23,854,584
Transfers Out	27	1,772,381	0	1,772,381
Total Expenditures/Transfers Out	28	22,254,965	3,372,000	25,626,965
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	142,192	-260,000	-117,808
Beginning Fund Balance July 1, 2022	30	945,711	1,562,556	2,508,267
Ending Fund Balance June 30, 2023	31	1,087,903	1,302,556	2,390,459

Explanation of Changes: Increase cost of service delivery; capital improvements from bonds and grants; and, street improvements and additional equipment purchases.

05/15/2023

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification

		Total Budget as certified or last amended	General Fund	Library Trust Fund	Road Use Fund	L.O.Sales Tax Fund	L.O.Sales Tax Sinking Fund	CDGB Fund	TIF Dist Fund	Debt Service Fund	Capital Projects Fund	Water Fund	Water Sinking Fund	Sewer Fund	Sewer Sinking Fund	Solid Waste Fund	Current Amendment	Total after Current Amendment
Revenues & Other Financing Sources																		
Taxes Levied on Property	1	2,682,701															0	2,682,701
Less: Uncollected Property Taxes-Levy Year	2	0															0	0
Net Current Property Taxes	3	2,682,701	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,682,701
Delinquent Property Taxes	4	0															0	0
TIF Revenues	5	1,711,446															0	1,711,446
Other City Taxes	6	1,062,902	20,000														20,000	1,082,902
Licenses & Permits	7	17,800															0	17,800
Use of Money and Property	8	61,850	17,000														17,000	78,850
Intergovernmental	9	12,013,024						369,000									369,000	12,382,024
Charges for Services	10	2,905,553															0	2,905,553
Special Assessments	11	10,000															0	10,000
Miscellaneous	12	158,500	56,000														56,000	214,500
Other Financing Sources	13	1,000	25,000							2,625,000							2,650,000	2,651,000
Transfer In	14	1,772,381															0	1,772,381
Total Revenues and Other Sources	15	22,397,157	118,000	0	0	0	0	369,000	0	2,625,000	0	0	0	0	0	0	3,112,000	25,509,157
Expenditures & Other Financing Uses																		
Police Department/Crime Prevention			37,000															
Emergency Management																		
Flood Control																		
Fire Department																		
Miscellaneous Protective Services			16,000															
Other Public Safety																		
Public Safety	16	1,154,759	53,000	0		0	0	180,000	0	0	0	0	0	0	0	0	233,000	1,387,759
Roads, Bridges, & Sidewalks			50,000		103,000													
Snow Removal					-29,000													
Other Public Works																		
Public Works	17	722,556	50,000	0	74,000	0	0	0	0	0	0	0	0	0	0	0	124,000	846,556
Other Health and Social Services																		
Health and Social Services	18	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Library Services																		
Parks																		
Recreation																		
Community Center																		
Other Culture and Recreation																		
Culture and Recreation	19	1,398,931	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,398,931
Economic Development			15,000															
Planning & Zoning																		
Community and Economic Development	20	1,348,856	15,000	0	0	0	0	0	0	0	0	0	0	0	0	0	15,000	1,363,856
Mayor, Council & City Manager																		
Clerk, Treasurer & Finance Adm.			13,000															
Elections																		
Legal Services & City Attorney			10,000															
City Hall & General Buildings																		
Tort Liability			27,000															
Other General Government																		
General Government	21	510,440	50,000	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	560,440
Debt Service	22	1,738,209															0	1,738,209
Capital Projects	23	320,000						1,000,000			1,750,000						2,750,000	3,070,000
Total Government Activities Expenditures	24	7,193,751	168,000	0	74,000	0	0	1,180,000	0	0	1,750,000	0	0	0	0	0	3,172,000	10,365,751
Water Utility												200,000						
Sewer Utility																		
Landfill/Garbage																		
Business Type / Enterprises	25	13,288,833	0	0	0	0	0	0	0	0	0	200,000	0		0		200,000	13,488,833
Total Gov Activities & Business Expenditures	26	20,482,584	168,000	0	74,000	0	0	1,180,000	0	0	1,750,000	200,000	0	0	0	0	3,372,000	23,854,584
Transfers Out	27	1,772,381															0	1,772,381
Total Expenditures/Transfers Out	28	22,254,965	168,000	0	74,000	0	0	1,180,000	0	0	1,750,000	200,000	0	0	0	0	3,372,000	25,626,965
Excess Revenues & Other Sources Over																		
(Under) Expenditures/Transfers Out Fiscal Year	29	142,192	-50,000	0	-74,000	0	0	-811,000	0	2,625,000	-1,750,000	-200,000	0	0	0	0	-260,000	-117,808
			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Beginning Fund Balance July 1	30	945,711	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	945,711
Ending Fund Balance June 30	31	1,087,903	-50,000	0	-74,000	0	0	-811,000	0	2,625,000	-1,750,000	-200,000	0	0	0	0	-260,000	827,903

RESOLUTION NO. 35-23

Approving Agreement between City of Dyersville, Tucktara, LLC. and Penn House LLC Partners for Building Renovations, Pennsylvania House Apartments Project

WHEREAS, City of Dyersville approved the Request for Proposal for Building Renovations, Pennsylvania House Apartments, 224 2nd Avenue NE, Coronavirus State and Local Fiscal Recovery Funds as required by law; and,

WHEREAS, City Administrator evaluated and scored the Request for Proposal; and,

WHEREAS, City of Dyersville, and Tucktara, LLC. negotiated terms and conditions of Agreement, along with supplementals; and,

WHEREAS, the Agreement between City of Dyersville, Tucktara, LLC, and Penn House LLC Partners has been carefully reviewed and considered; and,

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

Section 1. The Agreement is hereby approved. Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of legal counsel, may believe to be necessary and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved May 15, 2023.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

**CONTRACTOR AGREEMENT
BUILDING RENOVATIONS
PENNSYLVANIA HOUSE APARTMENTS PROJECT**

This agreement, made and entered into this ____ day of _____, 2023, by and between the City of Dyersville, Iowa, hereinafter called the "City," Tucktara, LLC, Peosta, Iowa, hereinafter called the "Contractor," and Penn House LLC Partners, hereinafter called the "Property Owners."

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant and agree as follows:

The Contractor hereby agrees to furnish all labor, materials, and equipment called for in the Request for Proposal in Appendix A and shall perform all work necessary by providing appropriate services as described in the specifications and accepted bid document in Appendix B. The bid documents and specifications are incorporated herein and made part of this contract.

The Contractor further agrees that they are fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the proper completion of this contract.

The said Contractor agrees further to begin work as explained in Appendix A and actual bid document for this work. The Contractor agrees that they will fully comply with all federal and state laws and regulations and local ordinances of the City. In the event of termination of the contract by the Contractor or by the City, the Contractor shall be entitled to receive payment only for work actually performed.

The Contract shall begin on the date of this contract and shall expire on June 14, 2024.

The Property Owners agree to pay Contractor all costs for the Pennsylvania House Apartments Project that are not reimbursed from Coronavirus State and Local Fiscal Recovery Funds Agreement in Appendix C.

The City agrees to pay the Contractor in the manner and in the amount provided in grant agreement in Appendix C.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seal this _____ day of _____, 2023.

BY: _____ DATE _____
Jeff Jacque, Mayor

ATTEST: _____ DATE _____
Tricia L. Maiers, City Clerk

BY: _____ DATE _____
Contractor

BY: _____ DATE _____
Property Owners



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

www.cityofdyersville.com

Appendix
A

**REQUEST FOR PROPOSAL
FOR
BUILDING RENOVATIONS
PENNSYLVANIA HOUSE APARTMENTS
224 2ND AVENUE NE
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
FOR THE CITY OF DYERSVILLE, IOWA**

**Responses Due By:
3:00 PM Friday, May 5, 2023
City Administrator
City of Dyersville
340 1st Avenue East
Dyersville, IA 52040
563.875.7724
mmichel@cityofdyersville.com**

1. GENERAL INFORMATION

1.1 Purpose of this Request for Proposal

The City of Dyersville (City), through this Request for Proposal (RFP), is seeking a bid for building renovations at Pennsylvania House Apartments, 224 2nd Avenue NE, Dyersville. The Pennsylvania House has anchored downtown Dyersville as a historical fixture since the middle 1800s. It was THE hotel for railroad travelers at the edge of Dyersville. Located directly across the street from the old train depot, this colonial-inspired building was the second hotel to open in the city.

The hotel structure is unique to the entire region and its name must be due to the regal appeal, since the Pennsylvania Railroad did not reach north or west of Keokuk. This \$1.4 million upper story renovation will resurrect that glorious styling, with dozens of windows and at least 5,000 square feet of living space.

First floor commercial development is committed and underway for a combination casual and fine dining restaurant. The former hotel lobby lends itself to a gift and collectibles shoppe. With first floor progressing, upper story housing was always the vision.

Some roofing already had to be redone and clearly restructuring all utilities is a must. Bringing this mixed-use northern entryway structure back into service seems essential, with 10 apartments.

The former hotel access space will offer a common entry to both commercial and residential. Tenants will have additional common areas.

The upper stories of the main structure have been vacant for over 50 years. The previous property owner was trying to complete a patch work rehab that included code issues. The more recent addition has always been industrial storage.

The building, built-in-stages over 100 years ago, presents diverse structural elements that are a housing blessing and curse.

The proposed building renovations will be mixed in income and dimension. Units in the original hotel will be one large market-rate, loft-style unit and another medium-size, unique 3rd floor dormer unit.

The layout and open floorplan on the “newer” construction lends to more economical/smaller apartments. The open space in this former storage area gives flexibility to add walls and insulation. It also provides the opportunity to stack utilities to match uses on 1st floor.

The previous property owner has altered much of the room-space in the former hotel section, with non-weight-bearing walls, and cheap fixtures. The bathroom is spacious but poorly designed. The current property owner is rewiring due to code violations.

Below are the elements of the building renovation project:

- Roofing
- Complete HVAC, Electrical, and Plumbing Installation
- Introduction of non-weight bearing walls to form affordable units.
- Raising floors for utilities, insulation, noise, and fire suppression
- New windows, and doors installation
- Drywall, millwork, and trim
- Complete construction for 10 kitchens, and baths (cabinets, countertops, etc.)

This RFP is award a qualified construction contractor to renovate this project as provided in the floorplan designs. This RFP, and the floorplan designs outline the expectations for this project.

The intent of this RFP is to comply with the City and federal qualifications-based procurement requirements specified in 40 CFR 200.317-326. The City reserves the right to waive any informalities or technicalities and to reject any and all proposals or parts thereof deemed to be unsatisfactory or not in the city's best interest. Furthermore, the city or the property owner(s) reserve the right to cancel any order or contract for failure of the successful firm to comply with the terms, conditions, and specifications of this request and/or contract.

1.2 Type of Contract and Contract Term

The City prefers to award a contract to one qualified construction contractor to implement this project. The contract will be consistent with the terms and conditions of Coronavirus State and Local Fiscal Recovery grant funds received by Iowa Economic Development Authority (IEDA), (Resolution 64-22) and the contract period will coincide with this grant period.

For implementation of any successful grants, it is assumed that the work will be specific and completed in accordance with the budget developed as part of the grant and subsequent work plan as approved by the city and/or IEDA.

1.3 Project Area

The project limit are the buildings, and land located at 224 2nd Avenue NE, Dyersville Iowa.

1.4 Payment Procedures

Payments will be made no more than monthly, for work specified and completed and in accordance with the budget developed and approved by the city and IEDA.

2. TECHNICAL SPECIFICATIONS

2.1 Activities Funded Under this Request for Proposal

This RFP is to solicit for a qualified construction contractor. The successful contractor is expected to perform many tasks including, but not limited to, the following:

- Roofing

- Complete HVAC, Electrical, and Plumbing Installation
- Introduction of non-weight bearing walls to form affordable units.
- Raising floors for utilities, insulation, noise, and fire suppression
- New windows, and doors installation
- Drywall, millwork, and trim
- Complete construction for 10 kitchens, and baths (cabinets, countertops, etc.)

2.2 Project Budget

The project budget grant is as follows:

Component	Total
Construction-Exterior Envelope	\$80,000.00
Construction-Windows/Doors	\$75,852.00
Construction-Roofing	\$45,000.00
Construction-HVAC	\$112,000.00
Construction-Plumbing	\$108,200.00
Construction-Electrical	\$175,000.00
Construction-Insulation	\$75,500.00
Construction-General Carpentry	\$195,000.00
Construction-Finishes (paint, carpet, fixtures, etc)	\$165,300.00
Site Preparation (staging, demo/clean-up, asbestos, etc)	\$55,000.00
Professional Services (architect, engineer, historic preservation consultant)	\$111,165.16
Fees and Permits	\$12,200.00
Other	\$22,400.00
Contingencies	\$123,818.42
Total	\$1,356,435.58

3. PROPOSAL REQUIREMENTS

3.1 General Expectations

Construction contractor must submit a lump sum proposal, Statement of Qualifications describing their capacity to perform, and manage projects, and their experience with similar projects. The proposal should include a clear outline of how the construction contractor will help the City implement the project for a successful completion to the project.

3.2 Proposals

Proposals should be prepared on standard size paper (8.5x11) and single sided pages. The proposal shall include information as included in Appendix A.

Construction contractor will be required to assume responsibility for all services offered in the proposal, including any service provided by subcontractors. Further, the city will consider the construction contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The construction contractor is responsible for adherence by the subcontractors to all provisions of the contract. If the construction contractor is using subcontractors, previous projects on which the two firms have worked together should be noted.

The construction contractor shall verify on the job site, all quantities, measurements, or dimensions, conditions, and verify the plans, or drawings prior to submitting the proposal. There will be no change orders based on mistaken quantity, county, measurements, or dimensions.

All discarded materials and construction debris shall be removed from the construction site in a timely manner. The job shall be left in a reasonably clean and safe condition daily. Before requesting final payment, the construction contractor must clean up and remove all rubbish and waste materials from the premises and leave the project "Broom Clean". All glass, woodwork, and hardware must be left reasonably clean (labels removed, paint removed, etc.).

All work shall be completed as per the product manufacturer's instructions or specifications and Standard Construction Trade Practices. Products specified are to be interpreted as a starting point for quality of materials and performance of work. Substitutions to specified products are welcomed. All substitutions must be approved by the City of Dyersville prior to proposal or usage.

The successful construction contractor shall be responsible for completion of each item as specified. If during the course of the work, the construction contractor uncovers unforeseen code violations or damage that wasn't apparent prior to the work, the contract price may be amended accordingly. All reasonable change order requests under these conditions will be considered. Final determination shall be made by the City of Dyersville or an Authorized Representative.

The City will review the proposals with the following criteria in mind: experience, project approach, familiarity with local communities, ability to complete the project, and cost. The city reserves the right to accept or reject any and all proposals on any basis it deems appropriate at its sole discretion.

3.4 Fees and Compensation

Following the requirements of the Federal Brooks Act, price will not be a sole determining factor in selecting a firm. However, please provide a detailed fee structure for the firm and any subcontractors.. The lump sum fee shall be submitted in a separate sealed envelope separately (**labeled: Pennsylvania House Project Fees**) that will be analyzed after a recommendation of award for this project contract has been made. Quotation of fees shall remain firm for a period of at least 90 days from the RFP submission deadline.

Upon the successful completion of the RFP review process, City Administrator will make a recommendation to Dyersville City Council, awarding of a contract to the highest ranked firm. The city will then negotiate with the recommended firm a final scope of work and fee structure for the project.

3.5 Terms and Conditions

The process of selecting a construction contractor for the city's benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made.

1. The City of Dyersville and property owner(s) reserves the right to reject any all proposals, portions thereof, and/or all submissions without stated cause. The city reserves the right to re-issue any RFP. The city the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party.
2. This RFP does not commit the City of Dyersville to award a contract, defray any cost incurred in the preparation of a response to this RFP, or contract for any services. All submitted responses to this RFP become the property of the city as public records. All submissions may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.
3. By accepting this RFP and/or submitting a response thereto, each responding party agrees for itself, its successor and assigns to hold City of Dyersville, and all of their various agents, commissioners, directors, consultants, attorneys, officers and employees harmless from and against any and all claims and demands of whatever nature or type, which any such responding company, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties or negotiating or executing an agreement incorporating the commitments of the selected responding party.
4. By submitting responses, each responding party acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFQ.
5. Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP. Submission of Responses to be considered, submissions must be received no later than Friday, May 5, 2023, at 3:00 PM CST. Questions about this RFP should be emailed to City Administrator at mmichel@cityofdymersville.com. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City and property owner(s) may also elect to reject all proposals and the City may re-issue a new RFP. Clarification of proposals: The city reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within 2 business days.
6. The City is not bound to accept the proposal with the lowest cost but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interest of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

3.6 Selection Criteria

Selection of a construction contractor to complete the Project as mentioned previously will be in accordance with the State of Iowa Procurement Code and 2 CFR Part 200.318 General Procurement Standards. The City of Dyersville will review and score all Qualification Statements received by the deadline.

1. Demonstrate your experience working with the City of Dyersville. List relevant projects and describe how that experience will benefit the current project.
2. Outline your vendors, and subcontractors as outlined in Appendix A. Relate previous experience and qualifications discussed in other parts of the proposal to their role on the team.

Project Scoring:

Criteria	Points
General Contractor Experience	35
Project Approach	15
Familiarity with Local Communities	10
Ability to Complete Project	25
Subcontractor Experience	15
Total	100

3.7 RFP Time Schedule

Proposals are due and must be received in the city office on or before May 5, 2023 by 3:00 p.m. (CT) at the following address:

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

Proposals will be reviewed following a qualifications-based selection process with the construction contractor's proposal being evaluated from a qualification standpoint. The City will then negotiate services in accordance with the City's grant agreement with the top qualified construction contractor based on the above the evaluation process.

If the City, for any reason, is unable to reach a final agreement with the finalist, the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal and so on until an agreement can be reached with the finalist.

Proposals are to be sealed in an envelope/box or emailed and labeled as:
Pennsylvania House Project– RFP.

3.8 Notification of Award

The city plans to select the construction contractor on or before May 15, 2023.

3.9 Number of Proposals to Submit; Deadline, Mail, and Hand Delivery Addresses

In the case of mail or hand delivery:

One (1) original copy of the proposal must be submitted by 3:00 p.m. CST on May 5, 2023.
The mailing and hand delivery address is: 340 1st Avenue East, Dyersville, IA.

3.10 Late Proposals

Proposals received after the deadline will not be considered.

4. VENDOR REQUIREMENTS

4.1 Contracting with Disadvantaged Business Enterprises

It is city's policy to award a fair share of contracts to disadvantaged business firms to federal grant projects. Accordingly, affirmative steps must be taken to ensure that disadvantaged businesses are utilized when possible as sources of supplies, equipment, and services. The city will ensure, to the fullest extent possible, that at least "fair share" objectives for prime contracts and subcontracts are made available to organizations owned or controlled socially and economically disadvantaged individuals, women, and historically black colleges and universities. The consultant shall agree to support the U.S. EDA's disadvantaged business enterprise contract procurement program ensuring those businesses' participation in subcontracts.

Affirmative steps include the following as a minimum:

1. Including qualified disadvantaged businesses on solicitation lists;
2. Ensuring that disadvantaged businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit disadvantaged business participation;
4. Where the requirement permits, establishing delivery schedule which will encourage participation by disadvantaged businesses;
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration as required;
6. Consultants are encouraged to procure goods and services from disadvantaged businesses.

4.2 Equal Employment Opportunity

The Proposer agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law or requested by the city, the Proposer shall furnish a written affirmative action plan.

STATEMENT OF QUALIFICATIONS

INSTRUCTIONS: Please complete each item of this statement as accurately and to the best of your ability. The content of this statement will be considered confidential. The City, if not satisfied with the sufficiency of your responses, may revoke your placement on its list of prospective contractors, disregard the same, or require additional information. In addition, the City reserves the right to verify any or all of the information provided in this statement. Bids will not be considered unless the statement is completed and submitted with the bid.

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Phone _____ Cell _____

Email _____

Is the above a: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship

Is the above: Licensed? ☐ Yes ☐ No Insured? ☐ Yes ☐ No Bonded? ☐ Yes ☐ No

Date the above firm was incorporated or organized: _____

List all owners, officers, and partners involved in this firm:

NAME	TITLE/POSITION	HOME ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Briefly state the company's history (types of work completed, previous experience with historic buildings, work force size, etc.):

Describe in detail any instances where your firm has defaulted or failed to complete any work awarded under contract:

Please provide the following information regarding your present insurance coverage:

AGENT/CARRIER NAME

ADDRESS

PHONE

Contractor Liability?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Property Damage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Bodily Injury?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Automobile?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Workers Compensation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

List primary vendors or suppliers:

NAME

ADDRESS

PHONE

List your usual subcontractors:

NAME

ADDRESS

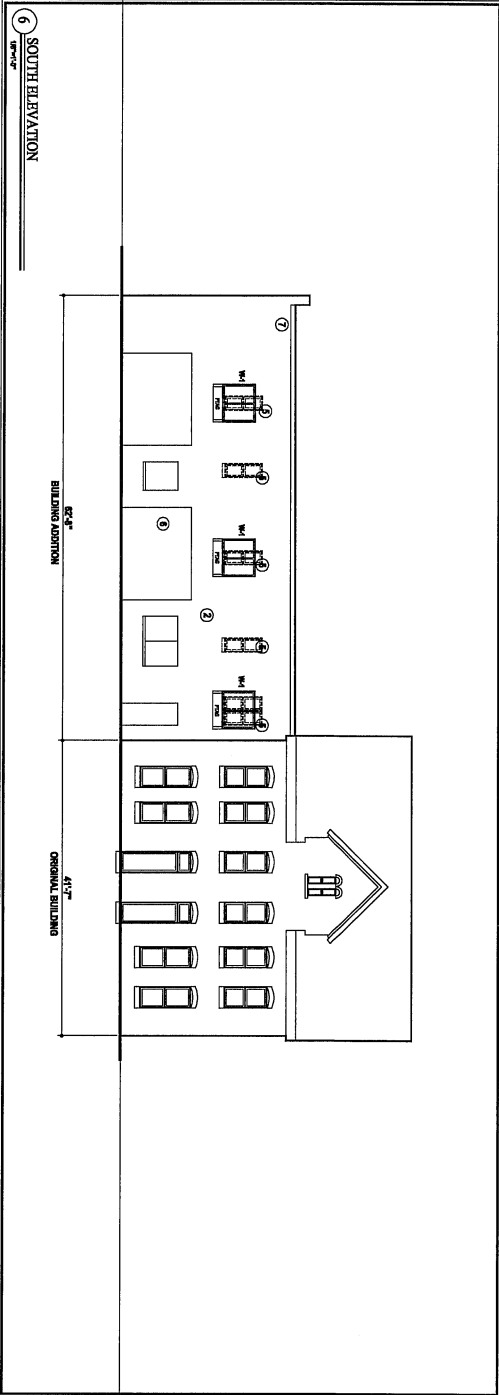
PHONE

List any other information you feel pertinent to this statement:

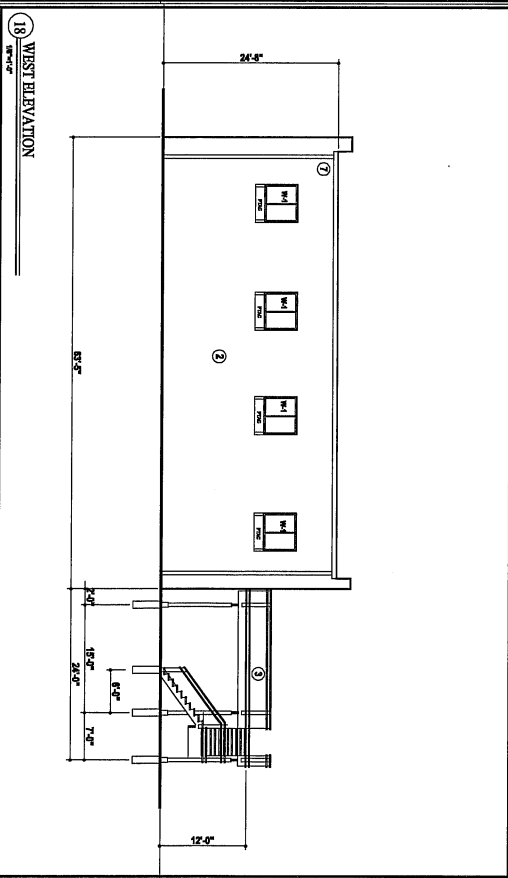
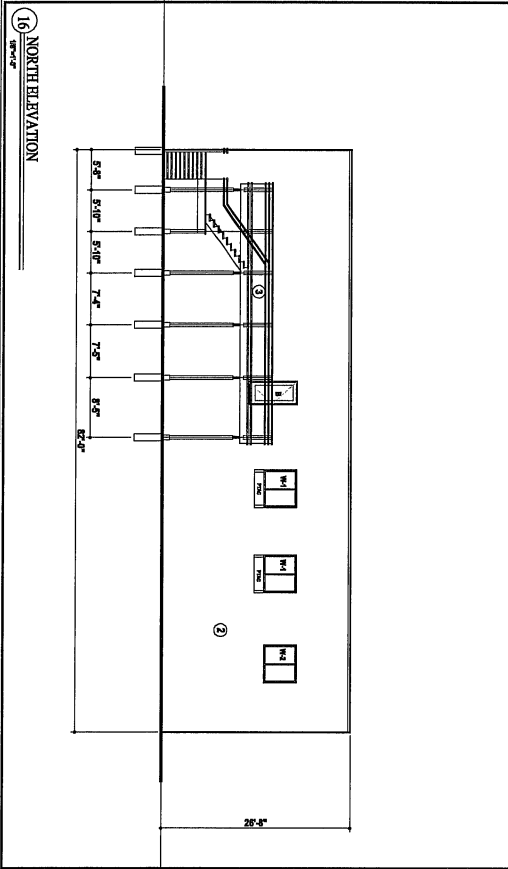
CERTIFICATION: I certify that the knowledge provided in the proceeding statement is true and correct to the best of my knowledge. I understand that the inclusion of false or misleading information in this statement may disqualify my firm from participating in the program.

Firm Name: _____

By: _____ Title: _____ Date: _____



- EXTERIOR ELEVATIONS NOTES**
- 1 ORIGINAL BUILDING EXTERIOR TO REMAIN
 - 2 NEW SIDING OVER BUILDING ADDITION
 - 3 NEW ROOF
 - 4 PROVIDE CODE COMPLIANT RAILINGS
 - 5 VERIFY ALL DIMENSIONS
 - 6 WINDOWS TO BE DEMO'D AND WALL INFILLED
 - 7 EXIST DOORS TO REMAIN
 - 8 NEW GUTTER & DOWNSPOUTS



BUILDING ELEVATIONS

PROJECT
BUILDING RENOVATION

Pennsylvania House
APARTMENTS

224 2nd Ave NE Dyersville, Iowa

ULSTAD ARCHITECTS
DUBUQUE, IOWA 52001
563.599.8983
Shawn@ulstadarchitects.com

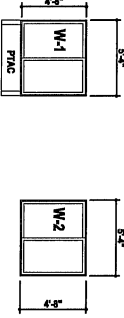
NOTICE OF COPYRIGHT
DRAWING OF THE PROJECT SHOWN ON THIS SHEET IS THE PROPERTY OF ULSTAD ARCHITECTS. ALL RIGHTS ARE RESERVED. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM ULSTAD ARCHITECTS. A WRITTEN CONSENT OF THE ARCHITECT IS REQUIRED TO BE OBTAINED AS A WRITER OF THIS DRAWING.

DATE: MARCH 16, 2023
REVISIONS:
FILE: 2201 PENNSYLVANIA HOUSE

DRAWN BY: SU
CHECKED BY: ULSTAD
DATE: MARCH 16, 2023
REVISIONS:

SCALE:
1/8" = 1'-0"

401



DOOR SCHEDULE

WAITING CEILING TYPES

[illegible]

UPPER
FLOOR PLAN

[illegible]

**Pennsylvania
House**
APARTMENTS
224 2nd Ave NE Dyersville, Iowa

ULSTAD
ARCHITECTS
DUBUQUE, IOWA
52001
563.599.8983
Steven.Ulstad@yahoo.com

NOTICE OF COPYRIGHT

DRAWN BY:
SU
CHECKED BY:
USTAD
DATE:
MARCH 10, 2023
REVISIONS:

FILE:
22011 PENNSYLVANIA HOUSE

Tom Kelzer
Gary Carner
Tucktara LLC
9565 Royal Wood DR
Peosta, Iowa 52068

Appendix
B

Scoring
b/c 32
PA 12
f LC 10
ACP 25
Subs 15
94

Item 33.

It is the intent of our company, Tucktara LLC, to restore the unused 2nd floor and exterior of the building and provide upper floor housing that will meet the City's needs. We plan to begin work on the project immediately and completion will be attained with the shortest time possible. Many hours of review went into the plan set provided and this project is very similar to the many other restoration projects we have completed over the years. Our qualifications and experience have proven that we have an established reputation in the relevant field.

We have formed relationships with qualified subcontractors who will provide high quality workmanship. We have completed many projects with Brimeyer Electric, Helle Urethan and Roofing, RW Restoration, All Seasons Heating and Cooling and will continue our relationship with them for this project. Furthermore, the integrity and reliability of our company and its owners will ensure good faith performance.

Qualifications:

- 1659 Iowa St., Dubuque, IA- Completed 2022. Conversion of a 4 plex apartment complex into 4 row townhouses for single family ownership. Complete gut and rebuild.
- 120 E Pleasant, Maquoketa, IA - Rehabilitation of former feed mill into 4 apartments on 3rd and 4th floor and retail on main floor. Complete gut and rebuild. Completed 2022
- 4885 Asbury Rd, Dubuque, IA- Conversion of assisted living facility to 41 market rate senior housing apartments. Completed 2021
- 2222 Queen St, Dubuque, IA- Conversion of former Sacred Heart School into 28 senior living apartments. Completed 2019
- 1151 Washington, Dubuque, IA- New construction. Four story Town Place Suites by Marriott extended stay hotel. Completed 2018
- Other Apartment building remodel or rehabilitation projects:
 - 407-409 Loras St, Dubuque
 - 324-326 Locust St, Dubuque
 - 1576 Bluff St, Dubuque
 - 39 Bluff St, Dubuque
 - 1145 Locust St, Dubuque- Stout Ho
 - 1690 Elm St, Dubuque- Commercia



NorthlandSecurities.com
Iowa Office 515-657-4675

We look forward to working with the city of Dyersville

Tom Kelzer

Gary Carn

PENN HOUSE
BID

STATEMENT OF QUALIFICATIONS

INSTRUCTIONS: Please complete each item of this statement as accurately and to the best of your ability. The content of this statement will be considered confidential. The City, if not satisfied with the sufficiency of your responses, may revoke your placement on its list of prospective contractors, disregard the same, or require additional information. In addition, the City reserves the right to verify any or all of the information provided in this statement. Bids will not be considered unless the statement is completed and submitted with the bid.

Name of Firm Tuck Tara LLC
 Address 9565 Royal Wood Dr
 City Peosta State IA Zip 52068
 Phone _____ Cell 563-542-2898
 Email TKelzer@RiverRunRealtyDBA.com

Is the above a: ☐ Corporation ☒ Partnership ☐ Sole Proprietorship

Is the above: Licensed? ☒ Yes ☐ No Insured? ☒ Yes ☐ No Bonded? ☐ Yes ☒ No

Date the above firm was incorporated or organized: 8-13-14

List all owners, officers, and partners involved in this firm:

NAME	TITLE/POSITION	HOME ADDRESS
<u>Tom Kelzer</u>	<u>member/manager</u>	<u>9565 Royal Wood Dr Peosta</u>
<u>Gary Carner</u>	<u>member/manager</u>	

Briefly state the company's history (types of work completed, previous experience with historic buildings, work force size, etc.):

See attached Letter

Describe in detail any instances where your firm has defaulted or failed to complete any work awarded under contract:

none.

Please provide the following information regarding your present insurance coverage:

AGENT/CARRIER NAME ADDRESS PHONE
Columbia Insurance P.O. Box 801726 1-800-877-3579
Kansas City, MO 64180

Contractor Liability? ☒ Yes ☐ No
 Property Damage? ☒ Yes ☐ No
 Bodily Injury? ☒ Yes ☐ No
 Automobile? ☐ Yes ☒ No
 Workers Compensation? ☐ Yes ☒ No

List primary vendors or suppliers:

NAME	ADDRESS	PHONE
<u>Lowes</u>	<u>4100 Dodge St Dubuque</u>	<u>563-588-8008</u>
<u>Spahn & Rose</u>	<u>1200 16th Ave SE Dyersville</u>	<u>563-875-7165</u>
_____	_____	_____
_____	_____	_____

List your usual subcontractors:

NAME	ADDRESS	PHONE
<u>Brimeyer Electric</u>	<u>9816 Royalwood Dr Peosta</u>	<u>563-590-2506</u>
<u>Helle Urethane & Insulation</u>	<u>1425 Candle Rd. Manchester</u>	<u>563-920-7864</u>
<u>RW Restoration</u>	<u>375 Menominee East Dub</u>	<u>563-543-4887</u>
<u>All Seasons Heating & Cooling</u>	<u>798 Cedar Cross Dub</u>	<u>563-582-8884</u>

List any other information you feel pertinent to this statement:

See Attached Letter

CERTIFICATION: I certify that the knowledge provided in the proceeding statement is true and correct to the best of my knowledge. I understand that the inclusion of false or misleading information in this statement may disqualify my firm from participating in the program.

Firm Name: Tucktara LLC

By: Tom Kelsa Title: member/manager Date: 5-4-2023

Tucktara LLC

Construction Services
9565 Royal Wood Dr
Peosta, IA 52068

Lump sum Proposal For Plan set Dated March 10th, 2023

5/4/2023

Penn House LLC

Brunkan Equipment Building

224 2nd Ave NE

Dyersville, IA 52040

ITEM #1	Construction - Exterior Envelope	\$78,352.00
ITEM #2	Construction - Windows/Doors	\$75,852.00
ITEM #3	Construction - Roofing	\$42,735.00
ITEM #4	Construction - HVAC	\$99,340.00
ITEM #5	Construction - Plumbing	\$108,525.00
ITEM #6	Construction - Electrical	\$176,500.00
ITEM #7	Construction - Insulation	\$74,500.00
ITEM #8	Construction - General Carpentry	\$194,700.00
ITEM #9	Construction - Finishes (paint, carpet, fixtures,cabinets etc.)	\$165,300.00
ITEM #10	Site Preparation (staging, demo/clean-up, gypcrete etc.)	\$65,250.00
ITEM #11	Professional Services (architect, engineer, Attorney, CM)	\$99,760.00
ITEM #12	Fees & Permits (mortar test, bldg permit, Insurance etc.)	\$12,200.00
ITEM #14	Other	\$22,400.00
ITEM #15	Contingencies 8%	<u>\$97,233.12</u>
TOTAL		\$1,312,647.12

Appendix
C

RESOLUTION NO. 64-22

Approving Agreement for a Grant Agreement
between the Iowa Economic Development Authority
and
City of Dyersville

WHEREAS, an agreement between the Iowa Economic Development Authority has been prepared (IEDA Agreement No. 22-ARPDH-019); and,

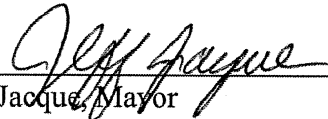
WHEREAS, this City Council has reviewed and considered the Agreement Coronavirus State and Local Fiscal Recovery Funds; and,

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

Section 1. IEDA Agreement No. 22-ARPDH-019 is hereby approved and the Mayor is hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advise of legal counsel and Mayor, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and Approved July 5, 2022.



Jeff Jacque, Mayor

Attest:



Tricia L. Maiers, City Clerk

**GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
CITY OF DYERSVILLE**

AWARD NO.: 22-ARPDH-019
AWARD AMOUNT: \$600,000
TERM OF AGREEMENT: June 14, 2022 – June 14, 2024

THIS Grant Agreement ("Grant Agreement") is between Iowa Economic Development Authority ("Authority") and "City of Dyersville" ("Subrecipient").

AWARD IDENTIFICATION

SUBRECIPIENT NAME: City of Dyersville
SUBRECIPIENT LEGAL ENTITY NAME: City of Dyersville
SUBRECIPIENT ADDRESS: 340 1st Avenue East
CITY, STATE, ZIP: Dyersville, Iowa 52040
SUBRECIPIENT UEI NUMBER: KLB5JGHB7MES
FEDERAL AWARD IDENTIFICATION NUMBER: SLFRP4374
FEDERAL AWARD DATE: July 9, 2021
GRANT PERFORMANCE START DATE: June 14, 2022
GRANT PERFORMANCE END DATE: September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED: \$600,000
FEDERAL GRANT PROJECT DESCRIPTION: Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARING AGENCY: US Department of Treasury
NAME OF PASS-THROUGH ENTITY: Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY: 1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION: Nick Sorensen, 515.348.6182
ASSISTANCE LISTING NUMBER: 21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE: \$20,000,000.00
IS THIS AWARD R & D: No

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("the Act"), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF").

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 - USE OF FUNDS

2.1 GENERAL

The Subrecipient has applied for and was awarded a Downtown Housing Grant for a project located at 224 2nd Ave NE, Dyersville, Iowa 52040 (the "Project"). The Downtown Housing Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 BUDGET

Changes from the approved budget detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION REQUIRED FOR PAYMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority through IowaGrants.Gov. The Subrecipient shall submit the first draw request when it has expended Sixty Percent (60%) of the Sub-Grant amount and the required 25% minimum match requirement. The Subrecipient shall submit the final draw request for Forty Percent (40%) of the Sub-Grant amount upon substantial completion of project as determined by IEDA and the remaining match indicated in Exhibit A. The following shall accompany all draw requests:

- 3.2.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.2.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.2.3 Documentation that the Project has a developer loan, developer cash contribution, or deferred developer fee that totals at least 25% of the award amount developer fee.
- 3.2.4 The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to the following:
 - 3.2.4.1 Copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls. Documentation must be organized in the same order as the itemized listing of expenditures.
 - 3.2.4.2 Data completion or similar reports generated from the approved HMIS or DVIMS system.
 - 3.2.4.3 Development Agreement between City of Dyersville and Project Developer

3.3 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit draw requests, complete the construction free of liens, and have closed the permanent financing by no later than the final reimbursement deadline, **September 30, 2025**. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. IEDA is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2025.

3.4 IOWAGRANTS.GOV.

"IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov. The IEDA reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to construct and equip the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

4.4 APPLICATION

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 TERM OF AGREEMENT

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibit A.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.3 REPORTING

5.3.1 Quarterly Reporting. The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10th day of January, April, July, and October or as otherwise directed by IFA. Reporting shall include, but shall not be limited to, photographs documenting progress toward project completion, collection of Key Performance Indicators, and narrative descriptions of project impact.

5.3.2 Public Disclosure. The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or

December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

- 5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.
- 5.6.2. Project construction shall commence no later than 6 months after award date.
- 5.6.3. The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, **costs incurred prior to March 3, 2021 and after December 31, 2024 are not eligible uses of these funds.** The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

- 5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.
- 5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:
- 5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- 5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.

- 5.11.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

5.15 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* The Subrecipient will implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.

- 5.15.2 *Involvement of Homeless Individuals.* To the maximum extent possible, the Subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted, in providing services assisted, and in providing services for occupants of facilities assisted.
- 5.15.3 *Participation in Fair Housing Practices.* The Subrecipient will follow fair housing practices that conform to Iowa Code 216.8, Unfair or Discriminatory Practices – Housing.
- 5.15.4 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.

- 5.15.5 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.16 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.19.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.19.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.20 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A "Single Audit Not Required" form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant 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.

9.4 WAIVERS

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

9.8 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit A – The Application

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

SUBRECIPIENT: CITY OF DYERSVILLE

BY:


Authorized Signature (Mayor)


JEFF JACQUE
Print Name (Mayor)

DATE:

07.05.2022

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:


Deborah V. Durham, Executive Director

DATE:

07/07/2022

EXHIBIT A

Subrecipient's Downtown Housing Grant Application
(In Subrecipient's IowaGrants.gov Account)

EXHIBIT B**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS****1. Use of Funds.**

- a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. **Reporting.** Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
- c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

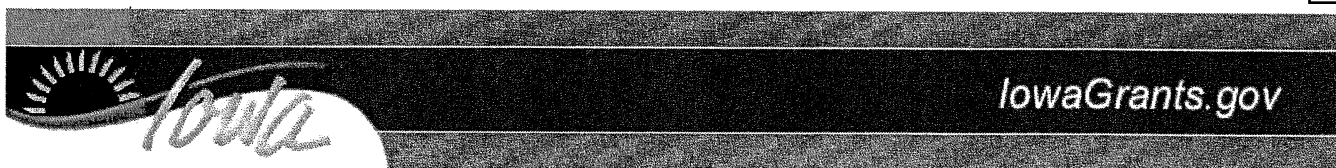
- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]



Application

423350 - Downtown Housing Grant - Final Application

445537 - Dyersville
Downtown Resource Center

Status: Awarded

Submitted Date: 01/31/2022
6:36 PM

Submitted By: Jacque Rahe

Applicant Information

Primary Contact:

AnA User Id JACQUE.RAHE@IOWAID

First Name* Jacque First Name Middle Name Rahe Last Name

Title: Executive Director

Email:* jrahe@dyersville.com

Address:* 1100 16th Ave Ct SE

City* Dyersville City Iowa State/Province 52040 Postal Code/Zip

Phone:* 563-875-2311 Phone Ext.

Program Area of Interest* Economic Development

Fax:

Agency

Organization Information

Organization Name:* Dyersville Industries, Inc

Organization Type:* Other

DUNS:

Unique Entity Identifier (UEI)

Organization Website: www.dyersville.org

Address:

City Iowa State/Province Postal Code/Zip

Phone: 563-875-2311 Ext.

Fax:

Benefactor

Vendor Number

Applicant Information

The applicant information MUST be the mayor or elected official.

City (Applicant)	City of Dyersville		
Primary Contact	Mr.	Jeff	Jacque
	Salutation	First Name	Last Name
Address	340 1st Avenue East		
City/State/Zip	Dyersville	Iowa	52040
	City	State	Zip Code
Phone/E-mail	563-875-7724	jjacque@cityofdyersville.com	
	Phone	E-mail	

2CFR Chapter I Part 25 requires applicants to maintain an active SAM registration. Don't have a UEI (Unique Entity Identifier)? Visit www.SAM.gov for more information.

KLB5JGHB7MES
UEI (Unique Entity Identifier)

Congressional District(s) Involved or Affected by this Proposal	1st - Rep. Ashley Hinson Congressional Map
Iowa Senate District(s) Involved or Affected by this Proposal	29 District Map
Iowa House District(s) Involved or Affected by this Proposal	57 District Map

Housing Project Information

The criteria listed in the Grant Scoring Criteria document are a general overview of the scoring criteria used to evaluate applications for the grant program. The criteria are not all inclusive, but rather a general set of questions that can provide a more clear direction to the applicants.

Required attachments are not scored individually. However, they do provide additional, critical information to help answer individual questions in the application. For instance, photos will help clarify the existing condition of the building as well as its architectural character and significance. Plans, renderings and cost estimates are vital in helping to clarify the scope of the work to be performed.

The Budget Form is part of the grant application and MUST be completed. Additional pro forma or other financial analyses can be included in the financial commitments attachment but will NOT be considered as a substitute for the required budget form.

The scoring guidelines can be downloaded from the application information section in IowaGrants.

Project Address	224 Second Avenue NE		
	Dyersville	Iowa	52040
	City	State	Zip Code
Census Tract	20220 19 061 0103.00		

Project Appropriateness

Description of the complete project	Dyersville has the opportunity to return a building, not completely occupied in over 50 years, to full service.
--	---

**scope of work:
(2,000 characters
maximum)**

The Pennsylvania House has anchored downtown Dyersville as a historical fixture since the middle 1800s. It was THE hotel for railroad travelers at the edge of Dyersville. Located directly across the street from the old train depot, this colonial-inspired building was the second hotel to open in the city.

The hotel portion of the structure is very unique to the entire region and its name must be due to the regal appeal, since the Pennsylvania Railroad did not reach north or west of Keokuk. This \$1.4 million upper story renovation, including \$100,000 in City TIF, will resurrect that glorious styling, with dozens of windows and at least 5,000 sq. ft. of living space.

First floor commercial development is committed and underway for a combination casual and fine dining restaurant, with separate "rooms" for each. The former hotel lobby lends itself to a gift and collectibles shoppe. With first floor progressing, upper story housing was always the vision - Now, the "stars" and financing opportunities/incentives seem to have aligned to push this needed residential space forward!

Some roofing already had to be redone and clearly restructuring all utilities is a must. Bringing this mixed-use northern entryway structure back into service seems essential, with 10 or 11 apartments.

The former hotel access space will offer a common entry to both commercial and residential. Tenants will have additional common areas (next section).

While much of downtown Dyersville has the Italianate architectural appeal of many local downtowns, this particular structure obviously has a grander style from the 1850s and was meant to be the welcoming statement for the community.

To add to this communal effort, the City is partnering in this area, which had deteriorating sidewalks and lighting. They will construct new streetlamps and broad sidewalks/public right of way to the effort.

The Downtown Housing Grant funds can be attributed to all housing related expenses even though the project may include elements of commercial improvement. Use this space to clearly describe the total project scope of the proposed project including housing, commercial, and exterior improvements. Include project planning that has already occurred and a description of each major component of the project.

**Description of the
housing elements of
the project:
(2,000 characters
maximum)**

Upper stories of the main structure have been vacant the 50 years. A recent owner was trying to complete a patch work rehab that included code issues. The more recent addition has always been industrial storage.

The building, built-in-stages over 100 years ago, presents diverse structural elements that are a housing blessing and curse.

These apartments will be "mixed" in income and dimension. Units in the original hotel will be one large market-rate, loft-style unit and another medium-size, unique 3rd floor dormer unit.

The distinctive layout and open floorplan on the "newer" construction lends to more economical/smaller apartments. The open space in this former storage area gives flexibility to add walls and insulation. It also provides the opportunity to stack utilities to match uses on 1st floor. But these logistically ?easier? adds come at a significant cost.

Part of the unique design of the historic, guesthouse space no longer lends itself to apartments. It is obvious space for a shared exercise and laundry area, amenities for all tenants.

The most recent owner was in mechanics. He altered and "cobbled-up" much of the room-space in the former hotel section, with non-weight-bearing walls and cheap fixtures. The bathroom is spacious but poorly designed. The current developer turned off all electricity and is rewiring, due to code violations. In summary: All infrastructure has to be completely reworked.

Here are the elements of the housing construction project:

- Roofing
- Complete HVAC, Electrical and Plumbing Installation (stacked)
- Introduction of non-weight-bearing walls to form affordable units
- Raised floors for utilities, insulation, noise & fire separation
- New windows and doors installation throughout
- Drywall, millwork & trim
- Complete construction for 10/11 kitchens and baths (cabinets, countertops, etc.)

Modern technology also provides the developer with the ability to better shield tenants from the railroad noise and 1st floor activity.

Clearly describe the elements of the project that are directly related to the housing portion of the project. Describe number of units, design considerations, and how the project will use appropriate rehabilitation and design practices and techniques. Describe residential amenities (laundry, high speed internet, etc.) that will be included in each unit or project. Describe green/sustainable elements that will increase the energy efficiency of the project.

Project Impact

Description of the project's impact on the community/downtown district:
(2,000 characters maximum)

Dyersville is emerging as an even larger tourist community than its toy-related history has provided. With expanded appeal to the Field of Dreams, the eminent expansion for river amenities (float park, etc.), micro-breweries and historic attractions, the community is positioned for significant growth, and this project will provide a new residential niche not currently available.

The key attraction will obviously be the location in a medium-size Iowa community with emerging downtown amenities. New consumers who enjoy the services, retail and entertainment offerings, all within walking distance, will live in this space. Housing, yes, but the eclectic flavor of this small Iowa borough will be prominent with this rediscovered development. This project has the ability to kick-start the stifled old mill project anchoring the other end of downtown, both proving that large mixed-use buildings are realistic options for a medium to small sized Iowa municipality.

The Pennsylvania House will be the benchmark to demonstrate the "greenest" building project is the reuse of an existing structure and use all of its usable square-footage. As one of the largest historic complexes in Dyersville, this revitalization will make a statement and that statement will include mixed-use, mixed-income developments are highly desirable and this rehabilitation will make it clear: Dyersville is ready for impactful growth, while respecting its historical past, as we approach the 2nd quarter of the 21st century.

The Dyersville Downtown Plan states: By restoring productive use to these (existing upper floor) spaces - most commonly as housing, it is possible to bring additional life and economic viability back to downtown.

Thus we introduce a large prototype for upper stories that are alive with residential homes that will:

- Create more activity downtown
- Add additional revenue streams for building owners
- Provide housing opportunities to meet a community need.

Clearly describe how the proposed project will exhibit strong impact on the community and the downtown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community. Describe how this project fits into pertinent community goals. Describe the project's location in downtown or its relationship to downtown.

Description of the project's impact on housing in the community/downtown:
(2,000 characters maximum)

Our visitor-based economy is only seen in a few cities of Dyersville's size and this, along with smaller and satellite office growth (like Dubuque's Cottingham & Butler expansion), more nightlife opportunities, and work-from-home options have this small Iowa city poised to attract even more businesses catering to young employees. Thus, there is an unmet need for better "lifestyle dwellings". These opportunities are emerging from COVID and larger city workforce challenges, including a trending 2- or 3-workday (in office) demand, with a work-at-home option, makes smaller community living a plus. This project satisfies that demographic need, with new technology and "place".

While there has been increased new construction rental development in Dyersville, a vast majority are market-rate, larger apartments. There is also a shortage smaller efficiency apartments.

Catering to a new demographic of citizens just finding Dyersville, this quality space will allow them to establish roots in Dyersville and give them a reason to stay. It's affordable living, as they establish their life in a comfortable community.

Among the many amenities existing and emerging in the downtown that give and receive benefit from a major housing project like this are:

- The trendy Textile Brewing, 1/2 block away
- The quaint vintage treasures & museums
- The popular Chad's Pizza and other food hangouts
- Events from the Farmers' Market, to Downtown Summer Nights concerts and the annual Saint Patrick's Day Festivities
- Even the world class Basilica

Certainly not to be forgotten is likely Iowa's fastest growing tourist attraction, MLB's Field of Dreams game, destined to become an annual event with the 2nd game between the Chicago Cubs and Reds, summer 2022. "People will come" to this community and the growth is fairly obvious. There has to be options other than the standard owner-occupied ranch home that is prevalent. This housing option will be both unique to and replicable in our city center.

Clearly describe how the project will support a direct impact on the growth of upper story/community housing opportunities. Clearly describe the need for the proposed project's housing in downtown; reference specific data when applicable/available. Describe how many housing units will be created and/or improved with this project.

Will the project serve as an example for other building owners? Yes

Will this project create new units in underutilized upper story space? Yes

Number of new units: 11

Will the project rehabilitate underutilized existing upper story apartments? No

Not Awarded Applications (INTERNAL USE ONLY)

Decline Letter

Reason for decline (if available):

Budget

Grant Request Amount	\$600,000.00
Cash Match	\$756,435.58
Total Project Cost	\$1,356,435.58

Sources of Funds

Source of Funds	Amount	Commitment Status	Conditions/Additional Information
Downtown Housing Grant	\$600,000.00	Applied for	
State/Federal Funds	\$0.00		
Local Incentives	\$100,000.00	Secured	TIF
Private Equity Investment	\$656,435.58	Secured	Penn House LLC partners
Private Loans	\$0.00		
Other Amount (Applied for)	\$0.00		
Other Amount (Secured)	\$0.00		
Total	\$1,356,435.58		

Tax Benefits

Source of Tax Benefit	Yes/No	Commitment Status	Comments
Workforce Housing Tax Incentive Program	No		
Federal Historic Tax Credit	No		
State Historic Tax Credit	No		
Tax Increment Financing (Rebate)	Yes	Secured	Sales tax to be reimbursed when TIF available
New Markets Tax Credit	No		
Tax Abatement	No		
Other	No		

Uses of Funds

Uses	Cost (labor & materials)
Construction - Exterior Envelope	\$80,000.00
Construction - Windows/Doors	\$75,852.00
Construction - Roofing	\$45,000.00
Construction - HVAC	\$112,000.00
Construction - Plumbing	\$108,200.00
Construction - Electrical	\$175,000.00
Construction - Insulation	\$75,500.00
Construction - General Carpentry	\$195,000.00
Construction - Finishes (paint, carpet, fixtures, etc.)	\$165,300.00
Construction Subtotal	\$1,031,852.00
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$55,000.00
Professional Services (architect, engineer, historic preservation consultant)	\$111,162.16
Fees & Permits (mortar test, Iowa tax credits application, bldg permit, etc.)	\$12,200.00
Other	\$22,400.00
Contingencies	\$123,821.42
TOTAL BUDGET	\$1,356,435.58

Building Information

Building Information 1

City – Property Address* 224 2nd Ave. NE
 Property Owner Penn House LLC
 Address 4617 Camelot DR
 City/State/Zip Dubuque
 Iowa
 Zip 52001
 Telephone Numbers
 Cell Phone 554-228-9863
 Fax

E-mail Address tkelzer@riverrunrealtymbq.com

Provide background on the beneficiary. Be sure to include community
 Penn House LLC will begin work on this project immediately upon award completion far less than the two years. Reputation: relationships with qualified subcontractors with superior workmanship. The integrity & reliability of the company owners ensure good faith

involvement, length of
time in the community,
etc.:
(1,000 characters max.)

performance.

Historic rehabs and residential qualifications:

- 1659 Iowa St, DBQ-Currently under construction. Conversion of a 4-plex apnt complex into 4 row townhouses for single family ownership.
 - 120 E Pleasant, Maquoketa - Rehab of former feed mill into 4 apts on 3rd and 4th floor retail on main floor.
 - 2222 Queen St, DBQ-Conversion of former Sacred Heart School into 28 senior living apts.
 - 1151 Washington, DBQ-New construction. Four-story Marriott hotel.
 - 1690 Elm St, Dubuque- Crescent Community Health
 - etc
- In addition Tom prides himself in his church volunteerism and Gary - a MSI volunteer of the year award winner giving nearly two years in-kind general contracting for DBQ Main Street's Central Ave building.

Property Address	224 Second Avenue NE
Year Built	1857
If vacant, how long:	
Square footage:	5000
Square footage:	6000
Current Use	Vacant
Current Use	Vacant
# of Residential Units	
Number of Residential Units	
Proposed Use	Food Establishment
Proposed Use	Residential
# of Proposed Residential Units:	11
Proposed Start Date	04/01/2022
Projected Completion Date	12/31/2023
Project architect	Steve Ulstad
Listed or eligible for listing in the National Register of Historic Places	Not Sure
Does the local community have a design review process?	Yes
Will the project be part of a CDBG Downtown Revitalization Grant?	No
Will the project receive any other federal funding?	No
County/City Assessor Property Card	Dyersville - Pennsylvania House Assessors Card.pdf
Cost estimates for all proposed construction work.	Tucktara SOPC 1-22-2022 Dyersville.pdf
Submitted Part 1 Historic Tax Credits application	
Submitted Part 2 Historic Tax Credits application	
Detailed sketches, schematics or plans of project property or site including any design assistance drawings. (if applicable)	Dyersville achitectural drawings - Downtown Housing Grant.pdf

Photograph(s) of the building and/or proposed site as it currently appears. Combinede Photo file - Dyersville Downtown Housing Grant.pdf

Historic photographs of the property/project as available Dyersville historic Photo.pdf

Required Documents

Attachment	Description	File Name	Type	File Size
Project Assurances Download the Project Assurances template HERE	Dyersville Assurances with Resolution specific to this grant	Assurances cityofdyersville with resolution specific to this grant.pdf	pdf	1.5 MB
Map of downtown district with location of project marked AND location where project exterior photos were taken.	MAp showing proximity downtown to amenities, railroad (right behind) & popular attractions/businesses	Map lopcation of Dyersville Pennsylvania House.pdf	pdf	214 KB
List and description of any additional contractual liabilities pertaining to this grant proposal and other than those appearing on the Project Development cost form.				
Financing/loan commitment letters/pro formas If multiple, scan into one document and upload				
Grant award letters pertaining to the project If multiple, scan into one document and upload	City of Dyersville Resolution with \$100,000 commitment noted	Dyersville Resolution Financing - Hosuing Grant.pdf	pdf	2.5 MB
Grant Recipient (City) W9 Download IRS form W9 HERE	Dyersville W9	W9 - cityofdyersville.com__20220128_131016.pdf	pdf	2.3 MB

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique positive impact on minority persons? *

No

Could the proposed grant program or policy have a disproportionate or unique negative impact on minority persons? *

No

I hereby certify the information above is complete and accurate to the best of my knowledge.*

Yes

*

City Administrator

Title

Mick

First Name

Michel

Last Name

RESOLUTION NO. 38-23**A RESOLUTION AWARDING AND APPROVING CONTRACT
FOR THE DEMOLITION THROUGH HAZARD MITIGATION GRANT
PROGRAM FUNDS FOR PROPERTY AT 309 3RD AVENUE SW IN THE FLOOD
BUYOUT PROGRAM**

WHEREAS, pursuant to notice duly published in the manner and form prescribed by the Dyersville City Council and as required by law, proposals were received by the City of Dyersville and reported to the City Council on May 15, 2023 for the demolition at 309 3rd Avenue SW through Hazard Mitigation Grant Program Funds; and,

WHEREAS, all of the said proposals have been carefully considered and it is necessary and advisable that provision be made for the award of the contract for the demolition through Hazard Mitigation Grant Program Funds.

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

SECTION 1. The contract for the demolition through Hazard Mitigation Grant Program Funds is hereby awarded to Steger Construction, Dyersville as prescribed the Contract Agreement and the said contract to be subject to the terms of the aforementioned notice of request for proposal, the terms of the contractor's written proposal and this Resolution.

SECTION 2. The Contract Agreement for the demolition through Hazard Mitigation Grant Program Funds is hereby approved.

SECTION 3. The Mayor and City Clerk are hereby authorized and ordered to enter into the Contract Agreement with Steger Construction.

SECTION 4. Matt Specht of ECIA and the City Administrator will be the official representative of the Owner and they are authorized to issue a Notice to Proceed.

SECTION 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED, APPROVED AND ADOPTED this 15th day of May, 2023.

Jeff Jacque, Mayor

Tricia L. Maiers, City Clerk

REQUEST FOR SEALED BID
§404 Hazard Mitigation Property Acquisition Demolitions Program
Abatement of Asbestos Containing Materials (Part I) and Demolition of Structures (Part II) Located in Dyersville, Iowa
Dubuque County, Iowa

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the abatement of Asbestos Containing Materials (ACM) (*Part I* Scope of Work) **and** structure demolition, removal and disposal of §404 HMGP Acquisition properties (*Part II* Scope of Work) is hereby requested by the City of Dyersville, Iowa, a Sub-Grantee of the State of Iowa, hereinafter referred to as "Applicant". (See attached list of property addresses with detailed descriptions; some addresses may entail dwellings, attached or detached garages, outbuildings, concrete or asphalt flatwork, wells, cisterns, planters and or retaining walls. Other may entail only detached garages, outbuildings, concrete or asphalt flatwork, wells, cisterns, planters and or retaining walls).

Bids must be received at Dyersville City Hall, 340 1st Ave. E, Dyersville, Iowa 52040, no later than 10:15 o'clock a.m. on Thursday May 11, 2023. The envelope(s) shall be clearly marked "§404 HMGP PROPERTY ACQUISITION DEMOLITIONS BID"

Bids will be opened and read aloud on Thursday May 11, 2023 at 10:30 o'clock a.m. at Dyersville City Hall. The contract is scheduled to be awarded at the City Council meeting to be held at six o'clock p.m. on the 15th day of May, 2023.

The main purpose of this opening is to reveal the name(s) of the Bidders, not to serve as a forum for determining the awarded bid. Bids will be evaluated promptly after opening. After an award is made, a bid summary will be sent to all companies who submitted a bid. Bid results will not be given over the telephone. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter. By making a bid on this Project, the bidder represents that the bidder has examined the properties in question. Any questions about the meaning or intent of the specifications must be submitted **three business days** prior to the opening of the bids.

This project will be awarded as one bid package; all bidders who are awarded a contract shall execute a *Letter of Agreement* and will be given a *Notice to Proceed* at the direction of the Applicant. **No work for either Part is to commence prior to the issuance of a *Notice to Proceed* by the Applicant.**

All work is to be done in strict compliance with these plans and specifications.

Bids shall be completed in the format of two bid tabulation sheets per address attached hereto: one for each address requiring abatement and one for each requiring demolition. Other documents that are a part of this Request for Proposal include: Signature Page, Insurance Requirements and Bonding information pages.

The plans, specifications and proposed contract documents may also be examined at the City of Dyersville City Hall, 340 1st Ave. E, Dyersville, Iowa. Copies of said plans and specifications and form of proposal blanks may be secured at the Dyersville City Hall, by bona fide bidders.

The Applicant reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole

discretion of the Applicant, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The Applicant will enter into such contract as it shall deem to be in its best interest. The Applicant reserves the right to defer acceptance of any bid proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. The Applicant reserves the right to issue multiple contracts.

SPECIAL TERMS AND CONDITIONS

A. Scope of Work

Part I- Abatement (removal) of Asbestos Containing Materials (ACM)

An asbestos survey was conducted on April 14, 2023 and the results are attached.

The primary purpose of this work is the removal of ACM from certain Hazard Mitigation Grant Program acquired structures owned by the Applicant to prepare them for demolition. The Applicant has obtained ACM survey reports from Hawkeye Environmental, which performed the ACM surveys and copies of which are attached. The Contractor agrees to furnish all tools, equipment, labor and materials for the proposed asbestos removal in accordance with all applicable plans, specifications, codes and ordinances of Dyersville, Iowa, Asbestos Statutes and Rules, (published by the Iowa Division of Labor), the Federal Register, 40 CFR Part 61, NESHAP and any other Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. *Bidder and its sub-contractor, if any, certifies that it(they) is(are) Iowa –registered contractor(s), an Iowa Permitted Asbestos Abatement Contractor and all personnel who perform abatement work on this project will have appropriate Iowa asbestos licenses.* **The Contractor must include with this bid submittal a copy of their current permit issued by Iowa Workforce Development and current Iowa Contractor Registration Certificate.**

Asbestos abatement work to be performed at the indicated sites includes the following:

Remove ACM as identified in the accompanying Asbestos Survey in accordance with all applicable State, federal and Local regulations

Document amounts of ACM removed from each structure

Document ACM disposal at the designated landfill site, which is Dubuque County Area Solid Waste Agency, through the use of Load Tickets and Landfill Tickets, which will be issued by the Applicant's site monitor.

Provide information as requested by the Project Asbestos Monitor: Hawkeye Environmental, who provided the above referenced Asbestos Survey

Each bid proposal for Part I shall be made out on a blank form furnished by the City and must be accompanied by a bid bond as set out in Section 18. (L)(1). **The Contractor that performed the Asbestos Survey work, or any affiliated company, may not bid on this project.**

Part II- Demolition and Removal of Structures

The primary purpose of this work is to demolish and haul away debris from certain Hazard Mitigation Grant Program acquired structures owned by the Applicant. **This Part of the project may not be commenced until a clearance letter has been issued by the ACM surveyor certifying the abatement is complete and instructions to proceed have been issued by the Applicant.** The Contractor understands and agrees that demolition and debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible.

The work to be performed under this Contract shall consist of demolition and removal of the structures listed in these specifications along with detailed descriptions. Also to be included are any structures remaining on the lot; all concrete, stone, brick, asphalt or other flatwork, planters, retaining walls and the like, as well as capping of wells and collapsing of cisterns, if any.

A Debris Monitor will be employed by the Applicant to monitor the performance of this Contract. Any direction issued by the Monitor shall be deemed as direction by the Applicant.

No demolition activities shall be performed and no debris shall be loaded without the presence of the Monitor issuing a proper load ticket to document the origin of the load with address and GPS Coordinates, date, time, contractor name, driver, truck number, debris type and load departure time.

The Applicant -owned structures are to be abated by you as part of this RFB. However, the discovery of ACM during the demolition project is a possibility. Upon discovery, work shall immediately cease. The Contractor will notify the Applicant's Site Monitor, who will then contact the Project Manager. Arrangements will then be made by the Project Manager to address the discovery, which must be abated prior to work re-commencement.

The Contractor shall maintain all work sites to appropriate use standards, safety standards, and regulatory requirements. All materials shall be removed, hauled, and disposed according to applicable federal, state and local requirements.

Contractor shall be responsible for providing personal protective equipment (PPE) to its agents and employees and for ensuring its proper utilization while at the job site. This shall include at a minimum a hard hat, safety vest, goggles and steel-toed shoes/boots. Additionally, those actually working in the construction zone will be equipped with PPE appropriate for such work under State/OSHA regulations

The Contractor shall be responsible for compliance with all federal, state and local requirements related to structure demolition and removal. **The Contractor must submit with its proposal a copy of its Iowa Contractor registration.**

B. Utility Disconnects

The Contractor shall be responsible for coordinating with private utility companies for disconnection of services, including, but not limited to electricity, natural gas, cable television and internet.

1. Water Service Disconnects.

As part of the Project, the Contractor shall be responsible for the disconnection of the water service at the service line / main **prior to demolition** of the structure. The location of the service line / water main, if known, will be provided by the City to the best of its knowledge. Methods of Work on the water mains and service lines shall be subject to prior approval by Iowa American Water

Company and inspection. The Contractor shall not backfill the area prior to inspection by Iowa American Water Company or their designee.

Those water services controlled by a corporation cock valve on the water main shall be disconnected at the main by closing the cock valve and disconnecting the service lines. A cap or corporation nut shall be placed on the corporation cock valve. Upon completion of a water service disconnect and inspection of the same, the Contractor shall backfill the excavation. The backfill shall be compacted to 95 percent of the maximum dry density as set forth in ASTM Test Method D698.

2. **Sanitary Sewer Disconnects.**

As part of the Project, the Contractor shall be responsible for the disconnection of the sanitary sewer service at the service line / main ***prior to demolition*** of the structure. The location of the sanitary sewer service line / main, if known, will be provided by the City to the best of its knowledge. Methods of Work on the sanitary sewer mains and service lines shall be subject to prior approval of the Water Quality Superintendent and inspection. The sanitary sewer disconnect shall be subject to approval of the Water Quality Superintendent prior to backfilling the area.

The sanitary sewer service lines shall be cut off at the sanitary sewer main and shall be tightly and permanently sealed with a plug of mortar. The plug shall be subject to approval of the Wastewater Superintendent prior to backfilling. The Contractor shall keep a temporary plug in the sanitary sewer line to prevent storm water and debris from infiltrating the sanitary sewer line prior to constructing the final plug. Upon completion of the sanitary sewer service line disconnection, the Contractor shall completely backfill the excavation. The backfill shall be compacted to 95 percent of the maximum dry density as set forth in ASTM Test Method D698.

C. **Tires, Household Hazardous Waste, White Goods and Electronics**

Tires, Household hazardous waste (HHW) (which includes propane tanks, paint, pesticides and other materials that are prohibited items from disposal in municipal landfills and construction/demolition sites), white goods and electronics (e-waste) will be first segregated from the structures and transported to the Dyersville County Area Solid Waste Agency (designated mandatory disposal site) for disposal in accordance with its rules and regulations. These wastes may be segregated in the field and hauled in concentrated loads.

D. **Demolition of HMGP Acquisition Structures**

All demolition debris, including the building superstructure, cement slabs of basement-less structures, other cement slabs, sidewalks, driveways, planters, retaining walls, patios, decks, fences and the like must be removed from the site. Concrete basements are to be collapsed inward to at least two feet under grade with the rubble left in the basement. A hole of at least two feet in diameter is to be punched into the floor prior to backfilling. Basements made of any other material are to be removed in their entirety. All excavated areas shall be filled at least to the lowest adjoining grade. If a retaining wall must be removed, the walls shall be completely removed and the embankment shall be cut back to a slope of three horizontal to one vertical.

As designated by the Applicant, the Contractor shall employ good demolition techniques, which includes:

1. *Using demolition techniques that minimize ground disturbance.* Trees shall not be removed except in cases where obstruction is a safety factor.
2. Maintaining the practice of keeping personnel at a safe distance from demolition activities.

3. Loading the materials with techniques to maintain a sufficient distance from personnel to reduce excessive exposure to airborne material.
4. Tarping loads or otherwise preventing material from becoming airborne during hauling.
5. Manual cleaning of the demolition site to remove all materials from the site.

Contractor shall be responsible for providing personal protective equipment (PPE) to its agents and employees and for ensuring its proper utilization while at the job site. This shall include at a minimum a hard hat, safety vest, goggles and steel-toed shoes/boots.

E. Securing the Site

The Contractor shall take all necessary steps to secure each site in a manner to prevent access by the general public. This shall include fencing the worksite during demolition and the remaining basement, if any, until such time the basement is backfilled.

F. Backfill - Finishing

The Contractor shall obtain inspection and approval from the Applicant prior to backfilling any excavations, holes or depressions on the demolition site. Excavations, cellar holes, basement holes, abandoned cisterns (See Section M Archeology) or other depressions in the demolition site shall be filled and compacted with sand or clean earthen fill from an off-site previously used borrow pit. A tillable layer of topsoil (4-6 inches) from an off-site previously used borrow pit must be spread over the site of the removed structures to a uniform, natural grade consistent with the established adjacent grades.

G. Erosion Control/Seeding

The Contractor shall apply seed/mulch/fertilizer on each lot after completion of demolition, other structure removal, remaining demolition debris, concrete removal and backfill to prevent soil erosion, per these specifications:

Spring Seeding: March 1 thru May 31

Fall Seeding: August 10 thru Sept. 30

SEEDING MIXTURE: Seeding Rate: 4 lbs. per 1000 sq. ft.

Bluegrass KY – 15%

Fescue, Creeping – Red 45%

Ryegrass, Perennial (Fineleaf-Derby Manhattan or equivalent.) – 40%

FERTILIZER

7 lbs. of 19-26-6 (or equivalent) starter fertilizer per 1000 sq. ft.

MULCH:

75 lbs. of dry cereal straw per 1000 sq. ft. All mulch shall be consolidated into the soil with a mulch stabilizer

If the seeding cannot be done within the prescribed time periods above thru no fault of the contractor, the City shall suspend the contract days until such time as the seeding can take place according to the above.

H. Cleanup

All pieces, parts, scraps, debris, rubbish, wood or organic materials from a structure or part of a structure in the process of being demolished shall be cleaned up and removed from the premises on a daily basis. Final

cleanup after a structure is demolished shall include complete and thorough removal from the premises parts or pieces of the building, its contents and its furnishings, including all debris, organic materials, rubbish, wood, concrete and masonry rubble. All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar, whichever is completely required to eliminate the hazard. At the end of the demolition, the monitor/applicant and contractor will inspect the site prior to demobilization.

Sewers, stacks, or other sanitary ducts extending to or through floors and slabs shall be filled as provided.

I. Debris Ownership and Hauling Responsibilities

Once the Contractor begins an activity on a site, all debris and items of personal property on the site is the property of the Contractor (with the exception of the above mentioned hazardous materials described in C above, which must be disposed of as indicated), and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris.

All demolition debris, including concrete*, is to be transported to the Dyersville County Area Solid Waste Agency (designated mandatory disposal site) for disposal in accordance with its rules and regulations.

*Concrete may be eligible to be recycled with City approval. Asbestos containing materials (ACM) from the asbestos abatement must be disposed of at the Dyersville County Area Solid Waste Agency.

J. Debris Disposal

1. The Contractor acknowledges, represents and warrants to the Applicant that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other federal, state or local agencies or authorities.

2. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the scope of work.

3. The Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made out of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

4. The Contractor shall insure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

K. Equipment

1. The Contractor shall be equipped with the normal tools of the trade and shall furnish all labor, tools, equipment and other items necessary for and incidental to executing and completing all required work.

2. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations, including, without limitation, all USDOT, Iowa DOT and safety regulations, and are subject to approval of the Applicant. All loads must be secured and solid metal tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pickup any oil spilled from loading or hauling vehicles.

3. The Contractor shall supply vinyl placards identifying the Applicant, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and other information. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view when entering the landfill facility.

4. The Contractor shall include with this bid submittal a complete and updated list of all equipment that will be dedicated to this project. The listing shall include the following information:

- a. Truck and/or trailer license number.
- b. Year, make and model of each trackhoe, truck, trailer, water truck, roll-off, dumpster or any other equipment to be used with this project.

5. Each truck and trailer carrying debris shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be paid for debris being transported.

6. Load Tickets shall be supplied and completed by the Debris Monitor for all trucks prior to leaving the site and shall include a means of identifying the truck, the specific location (address and GPS Coordinates) from which the debris was being removed, the disposal site to which the materials were delivered and a place for authorization by the Applicant or Debris Monitor or the landfill site operator. Such tickets shall be required to process billing statements by the Contractor. Load tickets are required for both demolition debris and asbestos containing material (ACM) leaving the site.

L. Property Damage-Retainage

Applicant will retain 5% of the amount due to the CONTRACTOR as per Iowa Code Section 573.12(1). Said retainage will be for the purposes of both ensuring the completion of work to the Applicant's satisfaction and as an offset to damages to public or private property. Unresolved damaged claims exceeding 5% will be pursued against the CONTRACTOR'S Performance Bond. The Contractor shall be responsible for all damages to public and private property. The Contractor shall be responsible for having at least one person of authority and responsibility at the job site. Contractor shall keep a report of all damage. If public or private property is damaged by the Contractor and is not repaired in a timely manner as determined by the Applicant, the Applicant has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Applicant, withheld from retainage or submitted to Contractor's Surety for payment under Contractor's Performance Bond.

M. Archeology

In the event that archeological deposits (soils, artifacts and features, including cisterns, privies, and the like), or other remnants of human activity are uncovered, or if archeological deposits are found during demolition, the project will be halted immediately in the vicinity of the discovery, and the contractor will take reasonable measures to avoid or minimize harm to findings. The contractor will inform the Applicant's on-site monitor who will in turn notify an Applicant official. The Applicant will then inform the State Historical Society of Iowa (SHSI) and FEMA immediately. Work in the sensitive area cannot resume until a qualified archeologist determines the extent of the discovery, consultations between SHSI and FEMA are complete, and the Applicant has been notified by SHSI and FEMA.

N. Hold Harmless

The Bidder agrees to protect, defend, indemnify and hold harmless the Applicant, its officers and employees, the US Government, FEMA, State of Iowa, their agencies and agents from any and all claims, damages, liability, loss and expense of every kind and nature made, arising out of, resulting from or incurred by reason of any claims, actions or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from the Contractor's operation under this contract, whether by themselves or by any

subcontractor or anyone directly or indirectly employed by them. Contractor is not and shall not be deemed an agent or employee of the Applicant.

O. Pricing

This is a unit price, lump sum contract consisting of Part I (ACM Abatement) and Part II (Structure demolition); all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and Applicant. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.

P. Estimated Quantities

The Applicant does not guarantee any quantity of work under this contract. Actual quantities, whether lesser or greater than estimated by the Contractor on the bid tabulation sheet for each address, will not affect the pricing process as indicated, nor the total project price bid by Contractor and accepted by Applicant. The Contractor is to indicate on each bid tabulation sheet his estimated quantities of debris and fill material. Payment will be made based on these quantities regardless of the actual amounts involved.

Q. Emergency Planning – Health and Safety Plan

An emergency plan (Health and Safety Plan- HASP) shall be developed prior to work commencing. This must be in compliance with OSHA 29 CFR 1910, Occupational Safety and Health Standards and OSHA 29 CFR 1926, Safety and Health Regulations for Construction.

The emergency procedures in the Health and Safety Plan shall include:

- telephone numbers for potential emergency response (police, fire department, and emergency medical needs),
- the location of the nearest telephone and the location to the nearest hospital. A map showing streets with directions of the hospital shall also be provided in the plan.
- considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, heat -related and other injuries.

Written procedures shall be developed and staff training in the procedures shall be provided to all employees. Employees shall be informed of the Health and Safety Planning and trained in evacuation/response procedures in the event of workplace emergencies. This plan shall be filed with Applicant prior to the commencement of any work. Contractor must provide certification that all staff have received HASP training.

R. Non –adherence to bid specifications

Non –adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

S. Monitoring

This Project is totally or partially funded by FEMA. FEMA and IHSEMD (Iowa Homeland Security & Emergency Management) site monitor(s) may be present to observe and monitor demolition procedures at the worksite.

T. Bid Review and Award of Bid

1. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the Applicant will use this process.
2. Award of the bid shall be made to the lowest responsive and responsible Bidder meeting the required qualifications set forth herein. The following is a list of those qualifications that will be used in our determination of a Bidder's eligibility:
 - Satisfactory experience in the timely completion of demolitions;
 - Adherence to bid specifications
 - Company's reputation and financial status
 - Reference Checks
 - Past experience and service provided by the bidder to the Applicant;
 - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
 - Company's ability to meet the Applicant's insurance and bonding requirements;
 - Strength of bidder's hiring and training programs
 - Company's ability to immediately fully staff the project with certified, licensed staff; and,
 - Strength of the company's safety program and history.

The Applicant shall determine which qualified bidder has submitted the lowest responsive and responsible bid and make its recommendation to the City Council of Dyersville.

- The City Council shall then consider a resolution awarding the contract work and authorizing East Central Intergovernmental Association (ECIA) to sign a contract on behalf of the Applicant. No contract shall be deemed to be created and exist, unless and until the Applicant adopts a resolution awarding the contract and authorizing the Mayor to execute the contract.
- The Mayor then signs the contract.
- The Applicant issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.

If the Applicant determines that all the bids received should be rejected, the bidders shall be notified by the Applicant accordingly. At that point, the Applicant may, or may not, re-bid the project.

U. Contract term

The term for the Contract awarded from this Request will be 10 days for Part I, as specified therein when executed. The contract may be extended as agreed by written mutual consent of the Applicant and Contractor. The term for the Contract awarded from this Request will be 30 days for Part II, as specified therein when executed. The contract may be extended as agreed by written mutual consent of the Applicant and Contractor.

- V. Subcontractors** The use of subcontractors for this project is allowed. The Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

W. Conflict of terms

If there is a conflict between the terms of these Special Terms and Conditions and the Letter of Agreement, the Special Terms and Conditions shall prevail.

X. Government-Mandated Provisions

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36 (h) and (i) and 2 CFR 200 appendix II.

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of five (5) days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
- d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that Applicant prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Cause. Applicant may terminate this contract as set out in the foregoing Section A (d).

C. Termination for Convenience. Applicant may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

D. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

E. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair)

F. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276A-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, but **does not apply** to projects paid for with disaster funding)

G. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

H. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.

I. Access to Documents. Contractor shall exercise best efforts to maintain communication with Applicant's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Applicant, Iowa Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects.

J. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

K. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

L. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

M. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

N. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

O. Bonding requirements. The minimum bonding requirements [44 CFR (h)] are as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Prior to, or at Contract execution, contractor must provide:

- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (2) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Attachments:

Instruction to Bidders and General terms and Conditions

Bid Tabulation Forms- Parts I and II

Signature Page

Building Demolition and Insurance Requirements

Asbestos Survey results

List of all Structures including identification of those structures requiring abatement and Applicant's notes on specific structures

SIGNATURE PAGE

The undersigned Bidder, having examined these documents and having full knowledge of the condition under which work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

Our bid, consisting of the total of the tabulated amounts submitted for each site is not to exceed
 \$ 305,000 for Part I and not to exceed \$ 16,030⁰⁰ for Part II, for a total not to exceed amount of \$ 16,335⁰⁰. Amount in written form, not to exceed:
 \$ Sixteen thousand three hundred thirty five dollars + 00.
 The correct mathematical summation of actual bid tabulation figures will supersede any amounts shown on this page. The Contractor awarded the work for this project agrees to execute the contract followed by an immediate Amendment to correct any such errors.

Date : 5-11-23 Submitting Firm: Steger Const., Inc.
 Address: 3297 Vine RD
 City: Dyersville State: IA Zip: 52040
 By: Authorized Representative [Signature]
 Authorized Representative's Signature
Jesse Steger, President
 Print name and title

CONTRACTOR & SUBCONTRACTOR(S) IDENTIFICATION:

Please indicate the names, addresses and phone numbers of all Contractors and Subcontractors you are proposing to use for this work. Include copies of all Companies' permits, licenses and Contractor Registrations.

Name	<u>Steger Const., Inc.</u>	Work	<u>Prime - Demolition</u>
Address	<u>3297 Vine RD Dyersville IA</u>	Phone #	<u>563-590-1260</u>
Name	<u>F.L. Krapfl Inc.</u>	Work	<u>Sewer + Water Disconnect</u>
Address	<u>3295 Vine RD Dyersville IA</u>	Phone #	<u>563-875-8938</u>
Name	<u>Enviro Management Services IA</u>	Work	<u>Asbestos Removal</u>
Address	<u>5170 Wolfe RD #2 Dubuque IA 52002</u>	Phone #	<u>563-583-0808</u>

EXCEPTIONS/DEVIATIONS to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If your company has no exceptions/deviations, please write "No Exceptions".
No Exceptions. Please note that alternative bid proposals are not requested and may cause your submittal to be rejected in its entirety.

FIRM PRICING. Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract. **Any changes in the Scope of Work will take the form of written amendments; all bid tabulations are made on a "not to exceed" basis.**

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda). The authorized representative hereby acknowledges receipt of the following addenda (if any): None

Addenda Number _____	Date _____	Addenda Number _____	Date _____
Addenda Number _____	Date _____	Addenda Number _____	Date _____

☐ We choose not to bid at this time but would like to be considered for future requests for bid.

BUILDING DEMOLITION & INSURANCE REQUIREMENTS

CONTRACTOR, and SUBCONTRACTORS, if any, shall at its (their) own expense procure and maintain the following insurance so as to cover all risks which shall arise directly or indirectly from CONTRACTOR'S and SUBCONTRACTOR'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all of the Contractor's employees carrying out their work.
2. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work.
3. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the Contractor or its employees.
4. The Contractor, or Sub-Contractor performing **Part I Abatement work**, shall additionally carry **Pollution Liability Insurance** in the minimum amount of \$1,000,000.00.

Qualifying insurance. Policies shall be issued by insurers who are authorized to do business in the State of Iowa. All policies shall be occurrence form and not claims made form. The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.

Additional Insured. City of Dyersville, its officers and employees, including ECIA shall be named as additional insured on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance.

Certificate of Insurance Requirements

1. "City of Dyersville, its officers and employees, including ECIA" shall be designated as additional insureds.
2. The minimum limits of liability coverage required by the Applicant are \$1,000,000 for each of the following types:
 - General liability coverage,
 - Automobile liability insurance,
 - Worker's compensation and Employer's Liability.
3. The following address must appear in the Certificate Holder section: City of Dyersville, City Hall, 340 1st Ave E, Dyersville, IA 52040.
4. Certificate of Insurance must be provided to the City prior to starting the project and before a permit will be issued. Certificates may be sent by email, fax, mail, or delivery. (*see cover page*)
5. Contractor shall provide the City with a renewal certificate of insurance 20 days prior to policy expiration dates.

INSTRUCTION TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to DYERSVILLE, IOWA throughout these Instructions to Bidders and General Terms and Conditions. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the CITY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER, but may represent different methods of obtaining price and other information from the BIDDER.
2. **BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. BID RESULTS WILL BE GIVEN OVER THE TELEPHONE. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.
3. **BIDDER QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Proposal specifications.

4. **BID FORM** - Each Bidder must submit an original Bid on the forms attached plus any additional sheets provided with the Bidder that may be required for additional information. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City will not consider replies that are not on the City's form. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the City's form. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
5. **SPECIFICATION DEVIATIONS BY THE BIDDER** - Any deviation from this specification MUST be noted in detail, and submitted in writing and attached to the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.
6. **BIDDER REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. **BROCHURES** - Bids may include adequate brochures and advertising literature describing the service offered in such fashion as to permit ready comparison with our specifications where applicable.
9. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will not be considered in awarding of Bids.
10. **BID CHANGES** - Bids amendments thereto or withdrawal requests received after the time advertised for Bid Opening will be void regardless of when they were mailed.
11. **HOLD HARMLESS AGREEMENT** - The Bidder agrees to protect, defend, indemnify and hold harmless the Applicant, its officers, and its employees, including ECIA, the United States of America, FEMA, the State of Iowa, their agencies and agents from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Bidder, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
12. **COMPLETION DATE** - The completion as stated in the Bid Form shall be the time required to complete the project after the award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the City, show the completion date for each item separately. If only a single completion date is shown, it will mean that all tasks of the project included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the project will be completed in the time stated, assuming that the time between the Bid Opening and the Notice to Proceed does not exceed the number of days so stipulated. *The right is reserved to reject any Bid in which the completion time indicated is considered sufficient to delay the operational needs for which the service is intended.*
13. **BID REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
14. **BID CURRENCY/LANGUAGE** - All Bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 60 days and upon receipt of an original invoice.
16. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **TELEGRAPHIC/ELECTRONIC BID SUBMITTAL** - Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
19. **MISCELLANEOUS** - The City reserves the right to reject any and all bids or parts thereof. The City reserves the right to inspect Contractor's facilities prior to the award of this bid. The City reserves the right to negotiate optional items with the successful Bidder.
20. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
21. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
22. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time that notice is given by the City, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the City, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Bidder. The City may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the City from the successful Bidder is determined.
23. **TERMINATION OF AWARD FOR CONVENIENCE** - The City may terminate the award at any time by giving written notice to the successful Bidder of such termination and is effective upon issuance. Delivery may be made by mail, fax, phone or email. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Bidder or under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.
24. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected.

- a. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
 - b. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
25. **ASSIGNMENT** - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.
 26. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
 27. **TIME PERIOD** - Prices are to be honored for the time period stated in your response on the Signature Page.
 28. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
 29. **METHOD OF AWARDING/QUOTING** - The City reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an "all or none" condition, the City may consider your bid non-responsive and reject the entire bid.
 30. **TAXES** - The City of Dyersville is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.
 31. **BID INFORMATION IS PUBLIC** - All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Dyersville in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dyersville and its officers and employees, including ECIA harmless from any claims arising from the release of any document or information made available to the City of Dyersville arising from any bid opportunity.
 32. **PURCHASE ORDER** - Purchase Orders will not be issued from the City of Dyersville.
 33. **NO GIFT STANDARD** - The City of Dyersville is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we ask all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

34. **LIQUIDATED DAMAGES** -

1. Should the contract work not be completed within the specified time, liquidated damages (and not a penalty) in the sum of five thousand dollars (\$5,000.00) per day will be assessed for each and every day the Contractor is in default of completing the work. The Engineer shall determine the number of days the contractor is in default.
2. The performance bond included with the contract to be submitted by the Contractor shall guarantee performance of the work by the specified dates in the contract.

LISTING OF PROPERTY ADDRESSES

This project includes the following addresses or property legal descriptions, and any additional information, including adjacent lots which may be a part of the project:

#	Address	ACM?	Description
1	309 3 rd Ave SW		Single story bungalow with block foundation garage and sheds

Some addresses may be lots which do not have a "house", or addresses where the house and basement have been previously removed; remaining items to be demolished and removed may consist of all or any of the following: garages, sheds or other outbuildings; wells, cisterns, patios, retaining walls, planters, landscape features such as pools and waters, walkways, sidewalks, drive-ways and the like.

The above descriptions are not all inclusive. The contractor is responsible for viewing the properties prior to bidding.

BID TABULATIONS PAGE PART I

STEGER CONSTRUCTION INC.
3297 VINE RD.
DYERSVILLE, IA 52040

Item 34.

Having examined the specifications and related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including the availability of labor, materials, and equipment, licenses and permits, the undersigned hereby proposes to perform in accordance with this Request for Bid and at the prices stated. Contractor agrees to commence work under this Contract on a date specified in a written "Notice to Proceed" and complete the work in the time allotted.

Removal of ACM per Section 9 of the RFB and hauling to	
Address	Total cost this address
309 3 rd Ave. SW Dyersville, Iowa	\$ 305 ~
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Any changes must take the form of written amendments

Contractor:

Steger Const. Inc.

By: Janice Steger

BID TABULATIONS PAGE-PART II- STRUCTURE DEMOLITION

Having examined the foregoing specifications, all related documents and the sites of the proposed work, and being familiar with all conditions of the proposed work, including availability of equipment and labor, the undersigned hereby proposed to perform in accordance with this Request for Bid and the prices stated. These prices shall cover all expenses incurred in performing the required work under the Contract documents, of which this Request for Bid is a part. Contractor agrees to commence work under this Contract on a date to be specified in a written Notice to Proceed from the Applicant and to fully complete the work in the contractual period of time allotted. **Any changes in the Scope of Work will take the form of written amendment(s).** The Contractor acknowledges that no representation or guarantee is made by the Applicant or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. **Please contact the Dubuque County Area Solid Waste Agency for the most current tipping fees. The Contractor shall pay all tipping fees and disposal costs.** Contractor agrees to complete the project as described in accordance with the specifications and other information included in the Contract Documents for the following prices:

Part II Demolition of Structures and hauling to designated landfill		
Address		Total cost this address
309 3 rd Ave SW	Dyersville, Iowa	\$ 16,030
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Any changes must take the form of written amendments

Contractor:

By: Steger Const. Inc.

Jim Steger

CONTRACTOR: Steger Const. Inc.

BY: Jim Steger

DRAFT LETTER OF AGREEMENT

Project §404 Hazard Mitigation Property Acquisition Abatement & Demolitions Program for the City of Dyersville.

Contractor: Steger Construction Inc
 Address: 3297 Vine Rd
 City: Dyersville, IA 52040
 Property Address (to be filled in prior at award): 309 3rd Ave SW Dyersville, IA 52040

THIS AGREEMENT, entered into this 15th day of May, 2023, is by and between the city of Dyersville, Iowa, (hereinafter called the City), and Steger Construction Inc, (hereinafter called the Contractor).

WHEREAS, the City requires both asbestos abatement, dwelling and other structural demolitions, basement removals, concrete, asphalt and masonry flatwork and other site material removal; backfill and excavated site leveling to be performed in connection with the above identified project; and

WHEREAS, the Contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof,

NOW, THEREFORE, the parties hereto mutually agree as follows:

The Contractor shall furnish all tools, equipment, labor and materials for the proposed demolition in accordance with all applicable plans, specifications, codes and ordinances of Dyersville, Iowa.

The Contractor will be required to maintain a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

The Contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for demolition removal work including basement foundation, for debris disposal, for furnishing and placing backfill, for site clearance, for all permits, licenses, inspections, water and sewer disconnections, for complying with all laws, rules, regulations, and ordinances, including safety, and for furnishing all material, equipment, tools and labor to complete the work, in accord with the plans and these specifications listed in the signed and awarded Request for Bid received by the City on June 1, 2021 from the Contractor.

Payment for the work completed shall be based on the following price:

TOTAL, not to exceed: \$ \$16,335.00

Contract term

The term of this Contract is 30 business days from the foregoing date. The contract may be extended as agreed by written mutual consent of the Applicant and Contractor.

Work Commencement

The work shall commence within five (5) days after being notified by the City and shall be completed within 10 business days of the issuance of Notice to Proceed. Time extensions may be granted for those portions of the project affected by inclement weather conditions.

The Contractor shall not begin work on the demolition project until after this contract agreement signed by the Contractor and City and a completely executed copy has been returned to the Contractor with Notice to Proceed.

Payment

Payment will be made to the Contractor within sixty (60) days after the completion and approval thereof by the City Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.

The Contractor agrees to perform all "extra work" which may be required to complete the work contemplated at unit prices to be agreed upon in writing prior to starting such work, or if prices or sums cannot be agreed upon to perform such work on a force account basis, as provided in the specifications. All amendments to this contract shall be agreed to in writing.

During the performance of this contract, the Contractor itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this contract. The Contractor must comply with the following laws and regulations: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34); Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213); Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) ; Title VIII of the Civil Rights Act of 1968, as amended; Federal Executive Order 11063, as amended by Executive Order 12259; Federal Executive Order 11246, as amended.

Government-Mandated Provisions

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36(h) and (i) and 2 CFR 200 appendix II.

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of five (5) days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
- d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that Applicant prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Cause. Applicant may terminate this contract as set out in the foregoing Section A (d).

C. Termination for Convenience. Applicant may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

D. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

E. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair)

F. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to

276A-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, **but does not apply** to projects paid for with disaster funding)

G. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

H. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.

I. Access to Documents. Contractor shall exercise best efforts to maintain communication with Applicant's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Applicant, Iowa Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects.

J. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

K. The Contractor shall comply with all applicable standards, orders, or

requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

L. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995].

M. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

N. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

O. Bonding requirements. The minimum bonding requirements [44 CFR (h)] are as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Prior to, or at Contract execution, contractor must provide:

- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a

contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Contractor:

By: _____

Date: _____

Approved and Accepted:

City of Dyersville:

By: _____

Title: _____

Date: _____



ECIA

May 11, 2023

MEMO TO: Dyersville City Council

FROM: Matt Specht, ECIA

RE: FEMA Buyout Property Demolition Proposals

Proposals have been received for the demolition work 309 3rd Ave. SW. The following is a summary of the quotes received and ECIA recommendations.

Demolition work

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Security</u>	<u>Alternate *</u>	<u>Total with Alt. Bid</u>
Steger Construction	\$16,335	Yes	NA	\$16,335
Lansing Brothers	\$16,680	Yes	NA	\$16,680
Anstoetter Construction	\$19,400	Yes	NA	\$19,400

ECIA is recommending that the city accept the Steger Construction bid for the demolition work.

RESOLUTION NO. 39-23

Approving Grant Agreement between
Enhance Iowa Board
and
City of Dyersville

WHEREAS, a grant agreement between the City, and Enhance Iowa Board has been prepared; and,

WHEREAS, this City Council has reviewed and considered the Grant Agreement; and,

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

Section 1. The grant agreement is hereby approved and the City Administrator is hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advise of legal counsel and Mayor, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and Approved May 15, 2023.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

SPORTS TOURISM INFRASTRUCTURE (STI) GRANT AGREEMENT

RECIPIENT: City of Dyersville
STI AGREEMENT NUMBER: 23-STI-001
EFFECTIVE DATE: April 6, 2023
PROJECT NAME: This is Iowa Ballpark
TOTAL GRANT AMOUNT: \$12,000,000
PROJECT COMPLETION DATE: April 30, 2025

This **SPORTS TOURISM INFRASTRUCTURE ("STI") GRANT AGREEMENT** is made by and between the **Enhance Iowa Board ("Board" or "Enhance Iowa")** and the **City of Dyersville ("Recipient")**.

WHEREAS, the Sports Tourism Infrastructure (STI) Program was established by the Iowa Legislature and the Governor of Iowa to provide financial assistance for infrastructure investments that actively and directly support sporting events with ability to draw a national audience.

WHEREAS, Recipient submitted an application to the Enhance Iowa Board requesting STI assistance to help finance the Project.

WHEREAS, the Enhance Iowa Board found the Project meets the requirements established for participation in the STI Program.

WHEREAS, the Board, on April 6, 2023, unanimously voted to award a Grant of **\$12,000,000** to Recipient to assist in funding the Project, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the Enhance Iowa Board and Recipient agree to the following terms:

ARTICLE 1 **DEFINITIONS**

As used in this Agreement, the following terms shall apply:

1.1 **AFFILIATE** "Affiliate" means This is Iowa Ballpark, LLC.

1.2 **EFFECTIVE DATE** "Effective Date" means the date stated above on which the terms of this Agreement become in force and effect.

1.3 **GRANT** "Grant" means an award of assistance for which repayment of funds is not required upon fulfillment of the conditions of the award.

1.4 **GRANT AGREEMENT or AGREEMENT** "Grant Agreement" or "Agreement" means this document, the Project budget and all of the notes, leases, assignments, mortgages, and similar documents referred to in this document and all other instruments or documents executed by Recipient or otherwise required in connection with this grant.

1.5 **PROJECT** "Project" means the detailed description of the work, services, and other obligations to be

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performed or accomplished by Recipient as described in this Agreement, Program Description and Budget (Exhibit B), and the STI Application as approved by the Board (Exhibit A).

1.5 **PROJECT COMPLETION DATE** "Project Completion Date" means April 30, 2025, which is the date by which the Project tasks are fully constructed and operational.

ARTICLE 2 **GRANT AGREEMENT DURATION**

2.1 **GRANT AGREEMENT DURATION** This Agreement shall be in effect on the Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Date and for the period after Project Completion Date during which the Iowa Economic Development Authority (IEDA) will conduct Project closeout procedures to verify that the Project was completed in compliance with the Agreement.

(b) *Repayment or Payment Obligation.* Until all outstanding amounts due to the Board, if any, are received by IEDA or all outstanding obligations to the Board are satisfied in full.

(c) *Agreement End Date.* Until IEDA has completed Agreement closeout procedures and provided Recipient with written Notice of Final Agreement Closeout. This Agreement shall terminate as of the date of the Notice of Final Closeout, which date shall be the Agreement End Date.

2.2 **SURVIVAL OF OBLIGATIONS** Section 2.1 shall not abrogate or otherwise affect the obligations, terms, and conditions that survive beyond the Agreement End Date, including but not limited to the following sections of this Agreement: Section 5.4 (Accounting Records), Section 5.5 (Documentation), and Section 5.8 (Conveyance of Project Property).

ARTICLE 3 **IDENTITIES OF THE PARTIES**

3.1 **ENHANCE IOWA BOARD** The **Enhance Iowa Board** is a public instrumentality of the State of Iowa that was legislatively created to organize, establish, oversee, and approve the administration of the Sports Tourism Infrastructure Program. Iowa Code Chapter 15F authorizes the Board and its programs. The Board's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315. The Enhance Iowa program is administered by IEDA. IEDA's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315.

3.2 **RECIPIENT** The **City of Dyersville** is an Iowa city located at 340 1st Ave East, Dyersville, IA 52040.

ARTICLE 4 **FUNDING**

4.1 **FUNDING SOURCE** The source of funding for the award is funds legally available to the Board in the Sports Tourism Infrastructure Fund established pursuant to Iowa Code Section 15F.404. The funds of the State of Iowa, other than those of the STI Fund, are not obligated or available to meet any obligations of the Board created by this Agreement, and this Agreement shall not constitute an obligation or debt of the Board or the State except to the extent expressly described herein from funds on hand that are legally available for such purposes.

4.2 **RECEIPT OF FUNDS** All payments under this Agreement are subject to possession by the Board of sufficient funds for the STI Program. Any termination, reduction, or delay of STI funds to the Board may, in the Board's sole discretion, result in the termination, reduction, or delay of STI funds to Recipient and/or termination

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of this Agreement.

ARTICLE 5 **TERMS OF GRANT**

5.1 **GRANT** The Board shall make a Grant up to the amount first stated herein to Recipient to assist in financing the Project, all subject to Iowa Code Chapter 15F, the Board's applicable administrative rules (261 Iowa Administrative Code Chapter 216), and the terms and conditions of this Agreement. A copy of Recipient's STI Application describing the Project is an integral part of this Agreement and incorporated hereto as Exhibit A.

5.2 **MAXIMUM PAYMENTS** It is expressly understood and agreed that the maximum amount to be paid to Recipient for Project activities shall conform to the budget as presented in the Program Description and Budget (Exhibit B). It is further understood and agreed that the total of all payments to Recipient for Project activities shall not exceed the Grant funds unless the amount is modified by written amendment of this Agreement.

5.3 **USE OF FUNDS** Recipient hereby agrees to construct and operate the Project as described in its STI Application (Exhibit A) and the Project Description and Budget (Exhibit B). Recipient shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Agreement. Recipient shall allow the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations to inspect the Project facilities at all reasonable times to monitor and evaluate performance with Iowa law and the terms of this Agreement.

5.4 **ACCOUNTING RECORDS** Recipient shall maintain its books, records, and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by the Board. Recipient shall account for all activity pertaining to the Agreement in a distinct and separate category within its accounting system. These records shall be available to the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations at all times during the duration of the Agreement and any extension thereof, and for three (3) years after the Agreement End Date.

5.5 **DOCUMENTATION** Within ten (10) days of receipt of a written request from the Board, Recipient shall deliver to IEDA,

- (i) Copies of all agreements or documents relating to the Project;
- (ii) Copies of all invoices, receipts, statements, or vouchers relating to the Project;
- (iii) A list of all unpaid bills for labor and materials in connection with the Project; and
- (iv) Budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

Recipient shall be bound by Section 5.5 from the Effective Date to the date three (3) years after the Agreement End Date.

5.6 **COST VARIATION** In the event that the actual total Project Cost is less than the amount specified in Exhibit B of the Agreement, the Grant funds shall be reduced by the same ratio as the actual total Project Cost divided by the total Project Cost listed in Exhibit B. Any reimbursed excess above the reduced Grant funds amount shall be returned to IEDA.

Example:

If the total amount spent to complete the project is less than the total Project Cost specified in Exhibit B of the Grant Agreement, the Board or IEDA shall calculate the amount of Grant funds to be returned as

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follows: first, the total amount spent to complete the project is subtracted from the total Project Cost listed in Exhibit B to determine the change in Project Cost. Second, the change in Project Cost is divided by the total Project Cost listed in Exhibit B. Third, this percentage is multiplied by the original Grant award. The product is the amount of the Grant award that Recipient shall return to IEDA.

Numbers from Exhibit B of the Agreement

- The funded project had a total project cost listed in Exhibit B of \$1,000,000
- The funded project had a total Grant funds listed in Exhibit B of \$200,000

Completed project numbers

- The project, when completed, had a total cost of \$900,000

Calculation of the amount to be returned

1. The actual total Project Cost (\$900,000) is subtracted from the total Project Cost listed in Exhibit B (\$1,000,000). This amount equals \$100,000.
2. \$100,000 divided by \$1,000,000 equals 10%.
3. 10% multiplied by \$200,000 equals \$20,000. **Recipient shall return \$20,000 to IEDA.**

5.7 **PRIOR COSTS** No expenditures made prior to the Effective Date may be included as Project Costs for the purposes of this Agreement.

5.8 **CONVEYANCE OF PROJECT PROPERTY** From the Effective Date to the date three (3) years after the Agreement End Date, Recipient and its affiliate shall not sell, transfer, convey, assign, encumber, or otherwise dispose of all or any portion of the Project property as described in Exhibit A without the written permission of the Board. Permission may be withheld in the sole discretion of the Board.

Should the Board grant permission to Recipient and its affiliate to sell, transfer, convey, assign, encumber, or otherwise dispose of any Project property, Recipient shall repay the full amount of the Grant award plus a pro-rata share of the profits realized by the sale of the Project property. The percentage of profit to be allocated to the Board shall be commensurate with the financial assistance contributed to the Project by the Board. The Board may waive its right to reimbursement, in whole or in part, if the Board determines, in its sole discretion, that the public interest would best be served thereby.

ARTICLE 6 **CONDITIONS TO REIMBURSEMENT AND DISBURSEMENT OF FUNDS**

6.1 **CONDITIONS TO REIMBURSEMENT** All of the following conditions shall be met before IEDA disburses Grant funds to Recipient:

(a) **AGREEMENT EXECUTED** This Grant Agreement shall be properly executed and returned to the Board within forty-five (45) days of the Board's transmittal of the final Agreement to Recipient.

(b) **BINDING FINANCIAL COMMITMENTS** Recipient shall obtain, to the satisfaction of the Board, all other legally binding financial commitments necessary to complete the Project, including but not limited to financing for construction. Failure to secure and submit documentation of such commitments to IEDA by October 6, 2023 may result in the rescission of the award and termination of this Agreement. This includes documentation of construction financing

(c) **SUBMISSION OF RECIPIENT DOCUMENTATION** Prior to making any distribution of Grant funds, Recipient shall have submitted the following documents to IEDA:

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- (i) A resolution of the City Council authorizing the execution and delivery by Recipient of this Agreement and such other documents as the Board or the Board's legal counsel may reasonably request and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind Recipient.
- (ii) Evidence acceptable to the Board or the Board's legal counsel of all other funding sources that have been committed to this Project.
- (iii) Form "W-9, Request for taxpayer identification number and certification."

6.2 REIMBURSEMENT OF FUNDS Grant funds are disbursed on a reimbursement basis. Recipient shall request reimbursement by submitting the request in the form designated by IEDA and submitting a Project progress report as described in Section 8.1(c) (Reports). The reimbursement form shall itemize Recipient's total actual allowable expenses. Expenses shall be documented in a manner acceptable to IEDA. Recipients of STI and Destination Iowa funding administered by IEDA are required to submit request for reimbursement to both programs.

IEDA will review the request and, if Recipient has met the requirements for reimbursement, will make the appropriate disbursement from the STI Fund. Recipient can make up to four reimbursement requests per calendar year. No disbursements under \$500 will be made, except for the final draw of Grant funds.

(a) **RETAINAGE** Ten percent (10%) of the Grant award will be withheld from disbursement until Agreement closeout procedures have been completed.

(b) **REIMBURSEMENT RATIO** When calculating the reimbursement ratio, IEDA will assume a rate of return based on the award percent to total project cost.

(c) **METHOD OF PAYMENT** Prior to reimbursement, Recipient shall specify the account to receive funds.

(d) **SUSPENSION OF REIMBURSEMENT** Upon the occurrence of an Event of Default as defined in this Agreement by Recipient, IEDA may suspend payment to Recipient until the default has been cured to the Board's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement because of an Event of Default by Recipient, Recipient will no longer have the right to receive any reimbursements after the date of the Event of Default.

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Board to make the Grant award referred to in this Agreement, Recipient represents, covenants, and warrants that:

7.1 AUTHORITY Recipient is duly organized and validly existing under the laws of the State and is in good standing and has complied with all applicable laws of the State of Iowa. Recipient is duly authorized and empowered to execute and deliver this Agreement. All action on the part of Recipient, such as appropriate resolution of its governing body for the execution and delivery of the Agreement, has been effectively taken.

7.2 FINANCIAL INFORMATION All financial statements and related materials concerning Recipient and the Project provided to the Board are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

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7.3 **APPLICATION** The contents of the STI Application submitted by Recipient to the Board for STI funding completely and accurately represents Recipient and the Project as of the date of submission and there has been no material adverse change in the organization, operation, Recipient prospects, fixed properties, key personnel, or Project plan since the date Recipient submitted the STI Application to the Board.

7.4 **LITIGATION AND OTHER CONTROVERSIES** There is no litigation or governmental proceeding pending, nor to the knowledge of Recipient, threatened, against Recipient which, if adversely determined would be substantially likely to result in any material adverse change in Recipient's ability to complete the Project or the financial condition, properties, business or operations of the Project, nor is Recipient aware of any existing basis for any such litigation or governmental proceeding.

7.5 **EFFECTIVE DATE** The covenants, warranties, and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by Recipient when each request for reimbursement of funds is submitted.

7.6 **PROJECT COST** Based on all information known or that should be known by Recipient, the estimated cost of the Project is \$52,000,000. If the estimated cost of the Project changes by more than five percent (5%), Recipient shall notify the Board within thirty (30) days of identifying that the Project Cost has changed. Upon notice of change in the estimated cost of the Project, the Board may exercise its discretion to adjust the reimbursement ratio accordingly.

ARTICLE 8 **COVENANTS OF RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS** Until the terms of this Agreement are fulfilled, Recipient covenants to the Board that:

(a) **PROJECT WORK; OPERATION AND MAINTENANCE** Recipient shall complete the Project by April 30, 2025. For the purposes of this section, "complete" means the Project is fully constructed and operational at a level acceptable to the Board. For the duration of this Agreement, Recipient shall operate and maintain the Project facilities at a level acceptable to the Board.

(b) **NOTICE OF PROCEEDINGS** Recipient shall promptly notify the Board of the initiation of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that would adversely impact the Project.

(c) **REPORTS** Recipient shall submit Project progress reports at least annually and with each reimbursement request. Project progress reports will include a narrative of Project progress, an indication of whether the Project is expected to be completed by the date identified in article 8.1(a), a listing of expenditures as of the date of the report, and any other information reasonably requested by IEDA to determine compliance with this Agreement. Recipient shall maintain documentation adequate to support the claimed costs. Upon request of the Board or IEDA, Recipient and affiliate shall submit:

- (i) Annual audited financial statements.
- (ii) Certified year-end financial statements or balance sheets.
- (iii) Final Performance or Audit Reports.

The Board reserves the right to require more frequent submission of any of the above reports if, in the opinion of

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the Board, more frequent submissions would help improve Recipient's Project performance.

(d) **NOTICE OF MEETINGS** Recipient shall notify the Board at least ten (10) working days in advance of all meetings of its governing body at which the subject matter of this Agreement or Project is proposed to be discussed. Recipient shall provide the Board with copies of the agenda and minutes of such meetings and expressly agrees that a representative of the Board may attend all such meetings for the purposes of the discussion of this Project.

(e) **INDEMNIFICATION** Recipient shall indemnify, defend, and hold harmless the Board; IEDA; the State of Iowa; and its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims, including but not limited to taxes, and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest, and penalties arising from or in connection with any of the following:

- (i) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the Project;
- (ii) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in the Agreement;
- (iii) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and
- (iv) Any claim, demand, action, citation, or legal proceeding that results from an act or omission of Recipient or any of its agents in its capacity as an employer of a person.

(f) **RELEASE** Recipient shall release, discharge, and relinquish the Board; all Board members; IEDA; the State of Iowa; and all departments, divisions, agencies, sections, commissions, officers, employers, agents, contractors, associates, and affiliates of the State of Iowa from any and all liability resulting from or related to the termination, suspension, reduction, or delay of grant proceeds under this contract, including but not limited to a termination, suspension, reduction, or delay under the following sections of this Agreement: Section 4.2 (Receipt of Funds), Section 6.2(d) (Suspension of Reimbursement), Section 9.5 (Remedies Upon Default), Section 9.6 (Termination for Convenience), and Section 9.7 (Procedure Upon Termination).

(g) **PROJECT FEES** Recipient shall promptly pay all appraisal, survey, recording, title, license, permit, and other fees and expenses incurred incident to the Project funded by this Agreement.

8.2 **NEGATIVE COVENANTS** Throughout the terms of this Agreement, Recipient and its affiliate shall not, without prior written disclosure to the Board and prior written consent of the Board:

(a) **RECIPIENT'S INTEREST** Assign, waive, or transfer any of Recipient's rights, powers, duties, or obligations under this Agreement.

(b) **PROPERTY/COLLATERAL** Sell, transfer, convey, assign, encumber, or otherwise dispose of any of the real property for the Project.

(c) **RESTRICTIONS** Place or permit any restrictions, covenants, or any similar limitations on the real property or the Project.

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(d) **REMOVAL OF PROJECT PROPERTY** Remove from the Project site or the State all or any part of the Project property.

(e) **RECIPIENT OWNERSHIP** Change the ownership, structure, or control of Recipient or its affiliate including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Recipient's assets directly associated with the Project, if such change materially affects the Project. Recipient shall notify the Board forty-five (45) days prior to any change in Recipient's ownership, structure, or control. A change in board membership of Recipient, which takes place in the normal course of business, does not require Board consent. The Board has sole discretion to determine whether the change materially affects the Project. The Board shall not unreasonably withhold consent and will notify Recipient prior to the expiration of the 45-day period if it determines that the change in ownership, structure, or control does not materially affect the Project and therefore does not require Board consent

(f) **RECIPIENT OPERATION** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's approved STI Application (Exhibit A), unless the change is approved in writing by the Board. The Board shall determine the materiality of the change.

ARTICLE 9 **DEFAULT; REMEDIES; AND TERMINATION**

9.1 **NOTICE OF EVENT(S) OF DEFAULT** Recipient shall promptly notify the Board upon becoming aware of an actual or imminent Event of Default by Recipient.

9.2 **EVENT(S) OF DEFAULT** Each of the following shall constitute an Event of Default under this Agreement:

(a) **MATERIAL MISREPRESENTATION** Any representation, warranty or statement made or furnished to the Board by, or on behalf of, Recipient in connection with this Agreement or to induce the Board to make a Grant to Recipient shall be determined by the Board to be incorrect, false, misleading, or erroneous in any material respect when made or furnished.

(b) **NONCOMPLIANCE** Recipient fails to comply with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 216), other applicable laws, or any of the covenants, terms or conditions contained in this Agreement or documents executed pursuant to this Agreement.

(c) **FAILURE TO COMPLETE PROJECT** The Project, in the sole judgment of the Board, is not completed on or before the Project Completion Date. For the purposes of this section, "completed" means the Project is fully constructed and operational.

(d) **FAILURE TO OPERATE AND MAINTAIN** Recipient fails to operate and maintain the Project facilities for the duration of this Agreement.

(e) **RECIPIENT CHANGES** There is a material change in Recipient's ownership, structure, or control that occurs without the prior written disclosure to and, if required, written consent of the Board.

(f) **MISSPENDING** Recipient expends Grant funds for purposes not described in the STI Application as approved by the Board (Exhibit A) or the Program Description and Budget (Exhibit B).

(g) **INSOLVENCY OR BANKRUPTCY** Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies

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for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(h) **INSURANCE** Loss, theft, damage, or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of the Board, there is insufficient insurance coverage.

(i) **INSECURITY** The Board in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement or the performance of or observance of the covenants in this Agreement or the value of its collateral is or will be materially impaired.

(j) **CONVEYANCE OF RESPONSIBILITIES** Recipient assigns, waives, or transfers any of Recipient's rights, powers, duties, or obligations under this Agreement without written permission of the Board.

(k) **CONVEYANCE OF PROPERTY** Recipient or its affiliate sells, transfers, conveys, assigns, encumbers, or otherwise disposes of any real property of the Project without written permission of the Board.

9.4 **NOTICE OF DEFAULT** The Board shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 9.4, if the Board determines cure is not possible or feasible, the Board may immediately deem Recipient in default without prior written notice or opportunity to cure.

9.5 **REMEDIES UPON DEFAULT** Upon the occurrence of any Event of Default, the Board shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement plus interest at the rate of ten percent (10%) per annum without presentment, demand, protest, notice of protest, notice of intention to accelerate, or other notice of any kind, all of which are expressly waived by Recipient.

9.6 **TERMINATION FOR CONVENIENCE** In addition to termination due to an Event of Default or nonappropriation of STI funds, this Agreement may be terminated in whole, or in part, when the Board and Recipient agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

9.7 **PROCEDURE UPON TERMINATION** If this Agreement is terminated for convenience, reimbursement shall be allowed for costs expended up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 216), and this Agreement. If this Agreement is terminated for an Event of Default, nonappropriation of funds, or a reduction of appropriated funds, the Board may, in its sole discretion, allow reimbursement or partial reimbursement for costs up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 216), and this Agreement. Recipient shall return to IEDA all unencumbered Grant funds within one (1) week of receipt of Notice of Termination. Any costs previously paid by the Board that are subsequently determined to be unallowable through audit procedures shall be returned to the Board within thirty (30) days of the disallowance.

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ARTICLE 10

GENERAL TERMS AND PROVISIONS

10.1 **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective heirs, successors, legal representatives, and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions, and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

10.2 **TIMELY PERFORMANCE** The parties agree that the dates and time periods specified in this Agreement are of the essence to the satisfactory performance of this Agreement.

10.3 COMPLIANCE WITH LAWS AND REGULATIONS

(a) Recipient shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders including, but not limited to, Iowa Code Chapter 15F and the Board's administrative rules (261 Iowa Administrative Code Chapter 216).

(b) Recipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as contractors or suppliers.

(c) Recipient declares that it has complied or will comply, in a timely fashion, with all federal, state, and local laws regarding permits, licenses, and clearances that may be required to carry out the Project.

(d) The Board may consider the failure of Recipient to comply with any law or regulation as a material breach of this Agreement. In addition, Recipient may be declared ineligible for future Sports Tourism Infrastructure Program assistance or be subjected to other sanctions, as defined by law, for failure to comply with this section.

10.4 **SEVERABILITY**. Each provision of this Agreement shall be deemed severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

10.5 **CHOICE OF LAW AND FORUM** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to any other principles of conflicts of law.

In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Enhance Iowa Board, the State of Iowa or their Board members, officers, employees or agents.

10.6 **NO THIRD-PARTY BENEFICIARIES** There are no third-party beneficiaries to this Agreement.

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10.7 **MODIFICATION** Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated orally, but only as provided below:

(a) **WRITING REQUIRED** The Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include, but are not limited to, extensions for completion of Project activities and changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **BOARD REVIEW** The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's original funding decision on the Project. The Board will deny an amendment if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Chapter 15F or 261 Iowa Administrative Code Chapter 216.

10.8 **NOTICES** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing and given to the party to be notified at the its address or e-mail address specified below (or at such other address or e-mail address as may have been designated by written notice). Notices shall be addressed as follows:

To the Recipient at:

City of Dyersville
Mick Michel
340 1st Ave East
Dyersville, IA 52040

E-mail: mmichel@cityofdyserville.com
Telephone: (563) 875-7724

To the Board at:

Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
Attention: Enhance Iowa board

E-mail: enhanceiowa@iowaeda.com
Telephone: (515) 348-6200

Each such notice, request or other communication shall be effective (i) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Article.

10.10 **WAIVERS** No waiver by the Board of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Board in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Board shall preclude future exercise thereof or the exercise of any other right or remedy.

10.11 **LIMITATION** It is agreed by Recipient that the Board shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

STI Agreement Number: 23-STI-001
City of Dyersville

10.12 **ENFORCEMENT EXPENSES** Recipient shall pay upon demand all reasonable fees and expenses, including but not limited to the fees and expenses of the Board's attorneys, including the Iowa Attorney General, experts and agents, in connection with the exercise or enforcement of any of the Board's rights under the Agreement.

10.13 **HEADINGS** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

10.14 **EVENT OF BOARD DISSOLUTION** Recipient hereby acknowledges that the Enhance Iowa Board is a public instrumentality of the State of Iowa and that, in the event that the Board is dissolved for any reason, the State of Iowa is entitled to enforce any right, title, or interest held by the Board and that all Recipient's obligations hereunder are also owed to the State of Iowa.

10.15 **FINAL AUTHORITY** The Board shall have the final authority to assess whether Recipient has complied with the terms of this Agreement. The Board's decision shall be final and binding on all questions concerning the interpretation of this Agreement.

10.16 **INTEGRATION** This Agreement contains the entire understanding between Recipient and the Board relating to this Project 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. None of the Parties has relied on any such prior representation in entering into this Agreement.

10.17 **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

10.18 **DOCUMENTS INCORPORATED BY REFERENCE** The following documents are hereby incorporated by reference:

- (a) Exhibit A - STI Application, as approved by the Enhance Iowa Board. Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at IEDA.
- (b) Exhibit B - Program Description and Budget.

10.19 **ORDER OF PRIORITY** In the event of a conflict between documents, the following order of priority shall be applied:

- (a) Articles 1-10 of this Grant Agreement.
- (b) Exhibit B - Program Description and Budget.
- (c) Exhibit A - STI Application as approved by the Enhance Iowa Board.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date first stated.

FOR THE ENHANCE IOWA BOARD:

BY:

Steve Roesner, Chair

STI Agreement Number: 23-STI-001
City of Dyersville

FOR RECIPIENT:

BY:

Authorized Signer

Name and Title

STI Agreement Number: 23-STI-001
City of Dyersville

LIST OF EXHIBITS

Exhibit A	STI Application as approved by the Enhance Iowa Board (on file with IEDA)
Exhibit B	Program Description and Budget

Sports Tourism Infrastructure (STI)
PROGRAM DESCRIPTION AND BUDGET

EXHIBIT B

Recipient: City of Dyersville

Award Date: April 6, 2023

Agreement Number: 23-STI-001

PROJECT DESCRIPTION	AMOUNT BUDGETED		
	STI	MATCH	TOTAL
The This is Iowa Ballpark project will transform the site of the 2021 Major League Baseball game between the Yankees and White Sox into a permanent world-class stadium. The stadium will include 3,000 permanent seats, with availability to add an additional 8,000 for big league and other major events. The stadium will allow for national broadcasting of events, food, beverage and restroom facilities, private commissioner's office, corporate suites, and locker rooms.	\$12,000,000	\$40,000,000	\$52,000,000
TOTAL OF ALL FUNDS BUDGETED:	\$12,000,000	\$40,000,000	\$52,000,000



Dyersville Post 137

17 April 2023

Mick Michel
340 1st Ave E
Dyersville, IA 52040

American Legion Post 137
6th St NE
Dyersville, IA 52040

Dear Mr. Michel,

Dyersville's American Legion Post 137 has taken necessary actions to document and plan a renovation of the American Legion building collocated with the City of Dyersville Water Department. The renovation is necessary to bring the bathrooms and exits into compliance with the American Disability Act (ADA) requirements. Post 137 moved into the space vacated by the City's volunteer fire department. There haven't been any updates or renovations to the facility in over 20 years other than required maintenance. The planned renovation will, in addition to updating the bathrooms, update the meeting and training room along with social area for our community's veterans.

Legionnaires, veterans, and other community volunteers will accomplish much of the labor and construction at no cost to the project. With vast contractor experience in our ranks, the volunteers come well qualified to perform the work. Other work and supplies have been estimated via requests for bid proposals.

During the renovation, the Legion would respectfully request access to the City's Social Center to hold monthly meetings for the American Legion, American Legion Auxiliary, and the Sons of the American Legion organizations.

The American Legion Post 137 respectfully requests approval to complete the renovation as shown in attachments and utilize proposed ARPA funding.

A handwritten signature in blue ink that reads "Mike Oberbroeckling".

Mike Oberbroeckling
Post 137 Renovation Committee Chair
American Legion of Iowa

LEGION

RENOVATION CONSTRUCTION BUDGET

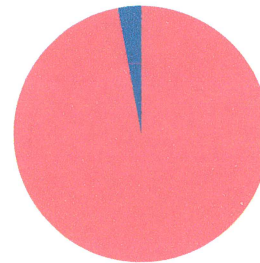


PROJECT INFORMATION

Project name	American Legion Renovation
Project description	Reconstruct bathrooms to meet American Disability Act requirements. Take out old flooring, replace with new tile. Finish and trim all new flooring. Replace current cabinets with more modern style. Finish and trim all cabinets.
Contractors	Osterhaus Construction, F.L. Krapfl Inc, Kloser Flooring, Classic Custom Cabinets, Demmer Mechanical Corp, Jay Their Painting, J&L Lumber, Pfeiler Electric, Reitinger Plaster, Bi-County Disposal, Betts Drywall
Contact name	Mike Oberbroeckling
Phone	618-772-8852
Address	6th St NE, Dyersville, IA 52040

FINANCIAL STATUS

ARPA Funds amount	\$150,000
*Legion amount	\$43,447
Total allotted funds	\$193,447
Funds used to date	\$187,799
Funds remaining	\$5,648



■ Funds used to date:
\$187,798.95 (97%)

■ Funds remaining:
\$5,648.00 (3%)

- May meeting @ Social Center
- Social Center use?
- No arcitectural fees
- No general contractor fees
- No contract admin/monitor fees

LIST

OF
EXPENSES

PROJECT FUNDS ALLOTTED

\$193,446.95

FUNDS USED TO DATE

\$187,798.95

FUNDS REMAINING

\$5,648.00

Item	Contractor	Amount
Remove walls	F.L. Krapfl	\$2,600.00
Paint Legion Room	Jay Their Painting	\$3,160.00
Building Materials	J&L Lumber	\$16,547.00
Plumping Renovation	Demmer Mechanical Corp	\$22,622.00
HVAC Renovation	Demmer Mechanical Corp	\$26,413.00
Cabinets	Classic Custom Cabinets	\$12,458.00
Countertops	Classic Custom Cabinets	\$6,909.00
Hang drywall (includes screws)	Betts Drywall	\$1,734.00
Finish Drywall	Reittinger Plaster	\$4,080.00
Legion and bathroom flooring	Kloser Flooring	\$14,722.00
* Carpenter Labor (300hrs x \$50)	Osterhaus Construction	\$15,000.00
Dumpster	BiCounty Disposal	\$500.00
Legion ceiling tile	Dubuque Acoustical	\$8,950.00
* Donated Labor (500hrs x \$50)	Legionnaires and Friends	\$25,000.00
Electrical Renovation (Legion/bathrooms)	Pfeiler Electric	\$21,617.00
Insulation (850 sq ft x \$2.40)	CalCo	\$2,040.00
* Excavate/finish concrete	donated labor & materials	\$2,500.00
* Storage container (12 weeks)	A-1 Storage (\$885+tax)	\$946.95
* Legion Costs		
Total		\$187,798.95

LIST

OF EXPENSES - EAST ROOM



TOTAL EXPENSES

\$7,900.00

Item	Contractor	Amount
Paint East Room	Jay Their Painting	\$1,200.00
East room flooring	Kloser Flooring	\$3,800.00
East room ceiling tile	Dubuque Acoustical	\$2,900.00
Total		\$7,900.00