

AGENDA

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

ORAL COMMENTS

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

APPROVAL OF CONSENT AGENDA

- 1. **Approve Bills**
- 2. **Approve Minutes** City Council Meeting - July 15, 2024
- 3. **Parade Permit** Beckman Catholic High School - Homecoming Parade - September 20, 2024
- 4. **Blasting Permit** Bennett Explosives, Inc. - August 2024
- 5. **Special Class B Retail Native Wine License (WBN)** Ace Hardware
- 6. **Request** from Bar Raising Fitness to use public streets for 4th Annual Pink Run and Rally Breast Cancer 5K – September 28, 2024
- 7. **Authorize Mayor to Sign** Janitorial Contract with TJ Cleaning Services for services at Memorial Building
- 8. **Authorize Mayor to Sign** Janitorial Contract with TJ Cleaning Services for services at Social Center
- 9. **Receive & File** Letter to Dubuque County in regards to ARPA Funds
- 10. **Receive & File** Request from the City Clerk to move the regularly scheduled Council Meeting on Labor Day, Monday, September 2, 2024 to Tuesday, September 3, 2024 at 6:00 p.m.
- 11. **Miscellaneous Correspondence** Keep Iowa Beautiful - July 2024
- 12. **Miscellaneous Correspondence** Greater Dubuque Development Corporation - July 2024
- 13. **Miscellaneous Correspondence** Dubuque County Public Health Newsletter - July 2024

14. Miscellaneous Correspondence ECIA Spotlight - July 2024

ACTION ITEMS

15. Resolution No. 50-24 approving SW Drainage Area Agreement

16. Resolution No. 51-24 to fix date of the meeting at which it is proposed to approve a Residential Development Agreement with K&K Building and Supply, Inc.

17. Resolution No. 52-24 to fix date of the meeting at which it is proposed to approve an Offer to Buy Real Estate and Acceptance Agreement with Timity P. and Brenda Greenwood.

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01704 - 08.05.24 Bills AP

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
RELIANCE STANDARD	08.2024	Police Insurance	001-5-110-1-61500	GROUP INSURANCE	271.79
VERIZON WIRELESS	9969264160	Captain Cell Phone - 3004	001-5-110-1-63730	TELEPHONE	41.43
VERIZON WIRELESS	9969264160	Assist Chief Cell Phone - 2918	001-5-110-1-63730	TELEPHONE	41.43
VERIZON WIRELESS	9969264160	Police Chief Cell Phone - 5804	001-5-110-1-63730	TELEPHONE	53.53
VERIZON WIRELESS	9969264160	Pepwave 2 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9969264160	Pepwave 3 PDS	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9969264160	Pepwave 4 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9969264160	Pepwave 1 PD	001-5-110-1-63730	TELEPHONE	40.01
VERIZON WIRELESS	9969264160	Modem - 4635	001-5-110-1-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000007801	HRA Admin	001-5-110-1-64080	INSURANCE PREMIUM	35.00
FAREWAY STORES INC	00277238	Plates/Napkins/Forks	001-5-110-1-65407	DEPARTMENT SUPPLIES	16.93
ACE HOMEWORKS	262420	Fasteners	001-5-110-1-65407	DEPARTMENT SUPPLIES	0.96
JOHN DEERE FINANCIAL	5761196	Cleaner/Wax/Towels/Brush	001-5-110-1-65407	DEPARTMENT SUPPLIES	38.86
C&H PRECISION	11468	Glock Adapter Kit	001-5-110-1-67273	OTHER EQUIPMENT	470.40
Department 110 - POLICE Total:					1,170.38
Department: 130 - EMERGENCY MANAGEMENT					
PARTS AUTHORITY	434-101361	Battery Credit	001-5-130-1-67275	EMERGENCY EQUIPMENT	-15.00
PARTS AUTHORITY	434-241831	Battery	001-5-130-1-67275	EMERGENCY EQUIPMENT	124.01
Department 130 - EMERGENCY MANAGEMENT Total:					109.01
Department: 140 - FLOOD CONTROL					
VERIZON WIRELESS	9969978197	Cell Phone M2M	001-5-140-1-67610	EROSION CONTROL	21.06
Department 140 - FLOOD CONTROL Total:					21.06
Department: 150 - FIRE					
RACOM CORPORATION	INV19607	Radio Batteries	001-5-150-1-62100	DUES/SUBSCRIPTIONS	369.00
RACOM CORPORATION	INV19663	Radio Belt Clips	001-5-150-1-62100	DUES/SUBSCRIPTIONS	40.00
FIRE SERVICE TRAINING BUR...	250014	HMAOTraining	001-5-150-1-62300	MEETINGS/TRAINING	50.00
DUBUQUE FIRE EQUIPMENT ...	192486	Fire Extinguisher Inspection	001-5-150-1-63180	BUILDINGS/GROUNDS MAIN...	155.35
HAWKEYE ALARM & SIGNAL ...	97524	Alarm Monitoring	001-5-150-1-63730	TELEPHONE	300.00
DYERSVILLE RED JACKETS	07.2024	Rubber Gloves	001-5-150-1-65407	DEPARTMENT SUPPLIES	47.98
ACE HOMEWORKS	261213	Batteries	001-5-150-1-65407	DEPARTMENT SUPPLIES	17.99
ACE HOMEWORKS	261590	Air Filter	001-5-150-1-65407	DEPARTMENT SUPPLIES	53.98
ACE HOMEWORKS	261666	Batteries	001-5-150-1-65407	DEPARTMENT SUPPLIES	175.92
CARQUEST AUTO PARTS	4986-448674	Oil Filters	001-5-150-1-65407	DEPARTMENT SUPPLIES	31.76
Department 150 - FIRE Total:					1,241.98
Department: 180 - MISC. COMMUNITY PROTECTION					
MM MECHANICAL	i3645	Lift Rent	001-5-180-1-63321	STOPLIGHT REPAIRS	300.00
Department 180 - MISC. COMMUNITY PROTECTION Total:					300.00
Department: 210 - TRANSPORTATION					
RELIANCE STANDARD	08.2024	Public Works Insurance	001-5-210-2-61500	GROUP INSURANCE	8.15
GIANT WASH	24184	Lueck Uniforms	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	24194	Lueck Uniforms	001-5-210-2-61806	LUECK UNIFORMS	2.37
GIANT WASH	24205	Lueck Uniforms	001-5-210-2-61806	LUECK UNIFORMS	2.37
VERIZON WIRELESS	9969264160	Pepwave 5 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9969264160	Pepwave 1 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9969264160	PW Director Cell Phone - 8775	001-5-210-2-63730	TELEPHONE	46.43
VERIZON WIRELESS	9969264160	PW 8	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9969264160	Pepwave 6 PW	001-5-210-2-63730	TELEPHONE	40.01
VERIZON WIRELESS	9969264160	Pepwave 7 PW	001-5-210-2-63730	TELEPHONE	40.03
VERIZON WIRELESS	9969264160	Pepwave 4 PW	001-5-210-2-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000007801	HRA Admin	001-5-210-2-64080	INSURANCE PREMIUM	5.95
RACOM CORPORATION	DCSO186399	Hand Held Radio Maintenan...	001-5-210-2-64306	RADIO MAINTENANCE FEE	1,215.00

Expense Approval Register

Packet: APPKT01704 - 08

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
J & J LAWN CARE	25730	Mowing Contract	001-5-210-2-64322	CONTRACTED SERVICES	2,984.18
MISSISSIPPI VALLEY TREE EX...	19142	Tree Inspections	001-5-210-2-65325	TREE MAINTENANCE SERVIC...	1,856.25
MISSISSIPPI VALLEY TREE EX...	19143	Tree Maintenance - EAB Trea...	001-5-210-2-65325	TREE MAINTENANCE SERVIC...	4,932.00
HERITAGE PRINTING CO	114870	Property Stickers	001-5-210-2-65407	DEPARTMENT SUPPLIES	318.50
SPAHN & ROSE LUMBER CO	1778465	Pine Lath	001-5-210-2-65407	DEPARTMENT SUPPLIES	19.73
SPAHN & ROSE LUMBER CO	1789896	Quikrete	001-5-210-2-65407	DEPARTMENT SUPPLIES	55.50
ACE HOMEWORKS	262199	Brushes/Varnish	001-5-210-2-65407	DEPARTMENT SUPPLIES	34.05
ACE HOMEWORKS	262277	Paint Tray/Roller	001-5-210-2-65407	DEPARTMENT SUPPLIES	17.74
MIDWEST PATCH / HI VIZ SA...	3467	Magnetic Light Bar	001-5-210-2-65407	DEPARTMENT SUPPLIES	502.00
JOHN DEERE FINANCIAL	5466287	Nuts/Bolts/Washers	001-5-210-2-65407	DEPARTMENT SUPPLIES	3.29
JOHN DEERE FINANCIAL	5768290	Water Nozzle	001-5-210-2-65407	DEPARTMENT SUPPLIES	11.98
JOHN DEERE FINANCIAL	5770595	Fan	001-5-210-2-65407	DEPARTMENT SUPPLIES	34.99
RACOM CORPORATION	INV20493	Install Radio Charger	001-5-210-2-65407	DEPARTMENT SUPPLIES	455.00
CRESCENT ELECTRIC SUPPLY	S512548846.001	Street Light Fixture	001-5-210-2-65407	DEPARTMENT SUPPLIES	221.68
RACOM CORPORATION	DCSO186399	Handheld Radios	001-5-210-2-67273	OTHER EQUIPMENT	22,742.00
BARD MATERIALS	148813	Road Roack	001-5-210-2-67621	STREET REHABILITATION	525.15
ACE HOMEWORKS	262252	Brushes/Caution Tape	001-5-210-2-67621	STREET REHABILITATION	47.47

Department 210 - TRANSPORTATION Total: 36,284.23**Department: 410 - LIBRARY**

RELIANCE STANDARD	08.2024	Library Insurance	001-5-410-4-61500	GROUP INSURANCE	108.39
GIANT WASH	24184	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	13.12
GIANT WASH	24194	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	2.37
GIANT WASH	24205	Floor Mats - Library	001-5-410-4-63750	MAINTENANCE	2.37
ACE HOMEWORKS	262314	Flapper/Wallplate/Outlet	001-5-410-4-63750	MAINTENANCE	34.12
ACE HOMEWORKS	262436	GFCI Outlet	001-5-410-4-63750	MAINTENANCE	45.74
ACE HOMEWORKS	262439	Box/Connector	001-5-410-4-63750	MAINTENANCE	10.54
PREFERRED HEALTH CHOICES...	0000007801	HRA Admin	001-5-410-4-64080	INSURANCE PREMIUM	15.00

Department 410 - LIBRARY Total: 231.65**Department: 430 - PARKS**

RELIANCE STANDARD	08.2024	Parks Insurance	001-5-430-4-61500	GROUP INSURANCE	25.30
IOWA PARKS & RECREATION...	4806	Membership	001-5-430-4-62100	DUES/SUBSCRIPTIONS	90.00
PREFERRED HEALTH CHOICES...	0000007801	HRA Admin	001-5-430-4-64080	INSURANCE PREMIUM	2.50
J & J LAWN CARE	25730	Mowing Contract	001-5-430-4-64322	CONTRACTED SERVICES	2,984.16
NIEMAN, TIM	07.14.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	50.00
WERNER, RON	07.14.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	100.00
WOLF, RUSS	07.14.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	150.00
NABER, MATT	07.14.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	100.00
WOLF, RUSS	07.21.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	125.00
WERNER, RON	07.21.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	125.00
HAGEMAN, CARTER	07.21.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	50.00
WERNER, RON	07.28.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	125.00
NIEMAN, TIM	07.28.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	50.00
WOLF, RUSS	07.28.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	225.00
NABER, MATT	07.28.24	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	100.00
MISSISSIPPI VALLEY TREE EX...	19142	Tree Inspections	001-5-430-4-64326	TREE MAINTENANCE SERVIC...	1,856.25
MISSISSIPPI VALLEY TREE EX...	19143	Tree Maintenance - EAB Trea...	001-5-430-4-64326	TREE MAINTENANCE SERVIC...	4,932.00
CMA WELDING LLC	16414	Batting Cage Repair	001-5-430-4-65407	DEPARTMENT SUPPLIES	385.60
ACE HOMEWORKS	262217	Tape	001-5-430-4-65407	DEPARTMENT SUPPLIES	12.30
ACE HOMEWORKS	262329	Hand Soap	001-5-430-4-65407	DEPARTMENT SUPPLIES	9.84
ACE HOMEWORKS	262330	Batteries	001-5-430-4-65407	DEPARTMENT SUPPLIES	14.07
ACE HOMEWORKS	262431	Pipe Insulation / Bug Spray	001-5-430-4-65407	DEPARTMENT SUPPLIES	12.92
JOHN DEERE FINANCIAL	5760192	Tape	001-5-430-4-65407	DEPARTMENT SUPPLIES	12.99
JOHN DEERE FINANCIAL	5763234	Cable Ties/Clips	001-5-430-4-65407	DEPARTMENT SUPPLIES	20.78
JOHN DEERE FINANCIAL	5766634	Weed Spray	001-5-430-4-65407	DEPARTMENT SUPPLIES	34.99
DIAMOND VOGEL	221161528	Soccer Field Paint	001-5-430-4-65409	SOCCER PROGRAM SUPPLIES	2,287.50
THREE RIVERS FS COMPANY	50032143	Field Marking Chalk	001-5-430-4-65411	BASEBALL PROGRAM SUPPLI...	63.45
JOHN DEERE FINANCIAL	5752593	PVC Pipe/Elbow/Cement	001-5-430-4-65411	BASEBALL PROGRAM SUPPLI...	22.93

Department 430 - PARKS Total: 13,967.58

Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Department: 445 - AQUATIC CENTER					
RELIANCE STANDARD	08.2024	Pool Insurance	001-5-445-4-61500	GROUP INSURANCE	25.30
IOWA PARKS & RECREATION...	4806	Membership	001-5-445-4-62100	DUES/SUBSCRIPTIONS	90.00
PREFERRED HEALTH CHOICES...	0000007801	HRA Admin	001-5-445-4-64080	INSURANCE PREMIUM	2.50
MICROBAC LABORATORIES	WL2402274	Testing	001-5-445-4-64317	TESTING	21.50
ACCO	0245156-IN	Liquid Chlorine	001-5-445-4-65407	DEPARTMENT SUPPLIES	1,924.00
JOHN DEERE FINANCIAL	5759787	Water/Cord	001-5-445-4-65407	DEPARTMENT SUPPLIES	9.77
FARMERS SHIPPING ASSN	FD047596	Soda Bicab	001-5-445-4-65407	DEPARTMENT SUPPLIES	55.65
FARMERS SHIPPING ASSN	FD048047	Soda Bicarb	001-5-445-4-65407	DEPARTMENT SUPPLIES	55.65
YELLOW! dba SCHWAN'S HO...	2334027221	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	34.97
MYERS-COX COMPANY	585902	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	443.02
MYERS-COX COMPANY	586359	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	640.35
MYERS-COX COMPANY	586817	Concession Supplies	001-5-445-4-65414	CONCESSION STAND SUPPLIES	642.70
Department 445 - AQUATIC CENTER Total:					3,945.41
Department: 460 - COMMUNITY CENTER					
TJ CLEANING SERVICES	07.18.24 Soc Ctr	Cleaning Services Wk of 7/12 ..	001-5-460-4-64322	CONTRACTED SERVICES	100.00
TJ CLEANING SERVICES	07.25.24 Soc Ctr	Cleaning Services Wk of 7/19 ..	001-5-460-4-64322	CONTRACTED SERVICES	190.00
TJ CLEANING SERVICES	08.01.24 Soc Ctr	Cleaning Services Wk of 7/24 ..	001-5-460-4-64322	CONTRACTED SERVICES	150.00
GIANT WASH	24184	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	13.12
GIANT WASH	24194	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	2.37
GIANT WASH	24205	Floor Mats - Social Center	001-5-460-4-64322	CONTRACTED SERVICES	2.37
ACE HOMEWORKS	262274	Batteries	001-5-460-4-65407	DEPARTMENT SUPPLIES	52.77
PRIER BROS INC	26568	Toilet Seat	001-5-460-4-65407	DEPARTMENT SUPPLIES	47.24
CAPITAL SANITARY SUPPLY	D150936	Garbage Bags/Cleaner	001-5-460-4-65407	DEPARTMENT SUPPLIES	126.13
Department 460 - COMMUNITY CENTER Total:					684.00
Department: 470 - OTHER CULTURE					
DYERSVILLE AREA HISTORICA...	07.2024	Funding	001-5-470-4-64308	HISTORICAL SOCIETY	3,000.00
JUMBO VISUAL PROJECTION	07.2024	Video Recording	001-5-470-4-65400	NEW CABLE EQUIPMENT	300.00
Department 470 - OTHER CULTURE Total:					3,300.00
Department: 610 - MAYOR, COUNCIL & CITY ADM					
RELIANCE STANDARD	08.2024	P & A Insurance	001-5-610-6-61500	GROUP INSURANCE	45.32
Department 610 - MAYOR, COUNCIL & CITY ADM Total:					45.32
Department: 620 - CLERK, TREAS & FINANCE					
RELIANCE STANDARD	08.2024	Mayor/Council Insurance	001-5-620-6-61500	GROUP INSURANCE	9.43
SPEER FINANCIAL	07.24.24	GO Bond Compliance	001-5-620-6-64010	AUDIT	335.00
Department 620 - CLERK, TREAS & FINANCE Total:					344.43
Department: 650 - CITY HALL & GEN BLDGS					
TJ CLEANING SERVICES	07.18.2024 City	Cleaning Services Wk of	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
TJ CLEANING SERVICES	07.25.24 City	Cleaning Services Wk of 7/19 ..	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
TJ CLEANING SERVICES	08.01.24 City	Cleaning Services Wk of	001-5-650-6-63100	BUILDING MAINTENANCE	200.00
GIANT WASH	24184	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	13.12
GIANT WASH	24194	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	25.62
GIANT WASH	24205	Floor Mats - City Hall	001-5-650-6-63100	BUILDING MAINTENANCE	34.62
ACE HOMEWORKS	262273	Toilet Seat	001-5-650-6-63100	BUILDING MAINTENANCE	21.12
SCHINDLER ELEVATOR CORP...	7100569802	Elevator Maintenance	001-5-650-6-63100	BUILDING MAINTENANCE	8,500.00
VERIZON WIRELESS	9969264160	Administrator Cell Phone - 4...	001-5-650-6-63730	TELEPHONE	46.43
VERIZON WIRELESS	9969264160	Michel - 3568	001-5-650-6-63730	TELEPHONE	11.27
VERIZON WIRELESS	9969264160	City Clerk Cell Phone - 4040	001-5-650-6-63730	TELEPHONE	46.43
VERIZON WIRELESS	9969264160	City 0416	001-5-650-6-63730	TELEPHONE	40.01
VERIZON WIRELESS	9969264160	City 3440	001-5-650-6-63730	TELEPHONE	40.01
CAPITAL SANITARY SUPPLY	D150382	Tissue	001-5-650-6-65412	BUILDING SUPPLIES	57.52
Department 650 - CITY HALL & GEN BLDGS Total:					9,436.15
Department: 660 - TORT LIABILITY					
PREFERRED HEALTH CHOICES...	0000007801	HRA Admin	001-5-660-6-64080	INSURANCE PREMIUM	1.75
Department 660 - TORT LIABILITY Total:					1.75
Department: 670 - OTHER GENERAL GOVT					
SIMMERING-CORY IOWA CO...	2023-IC-0234	Web Hosting - Code of Ordin...	001-5-670-6-62100	DUES/SUBSCRIPTIONS	475.00
OPG-3 INC	8066	Software Renewal	001-5-670-6-62100	DUES/SUBSCRIPTIONS	5,710.00

Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
MAQUOKETA RIVER WMA	FY25	Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	6,715.00
CHARGEPOINT	IN279397	Subscription	001-5-670-6-62100	DUES/SUBSCRIPTIONS	2,080.00
Department 670 - OTHER GENERAL GOVT Total:					14,980.00
Fund 001 - GENERAL FUND Total:					86,062.95

Fund: 110 - ROAD USE FUND

Department: 210 - TRANSPORTATION

RELANCE STANDARD	08.2024	Public Works Insurance	110-5-210-2-61500	GROUP INSURANCE	80.97
Department 210 - TRANSPORTATION Total:					80.97
Fund 110 - ROAD USE FUND Total:					80.97

Fund: 112 - TRUST AND AGENCY FUND

Department: 460 - COMMUNITY CENTER

SCHERBRING, JILL	07.13.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
VONDERHAAR, SHIRLEY	07.19.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
FELDMAN, SHIRLEY	07.21.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
SCHROEDER, NATHAN	07.23.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
LANGEL, ALICE	07.27.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
WILHELM, JUDY	07.28.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
THEIN, PEGGY	08.03.24	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	175.00
Department 460 - COMMUNITY CENTER Total:					775.00
Fund 112 - TRUST AND AGENCY FUND Total:					775.00

Fund: 301 - CAPITAL PROJECTS FUND

Department: 723 - CAPITAL PROJECT

MIRON CONSTRUCTION CO	230330-0001	Pre-Con Services	301-5-723-8-64063	ENGINEERS FEES	40,000.00
ORIGIN DESIGN CO	80766	20 West Ind Phase 3 - Constr...	301-5-723-8-64063	ENGINEERS FEES	9,886.39
DE NOVO MARKETING	006508	Brand Video/Photography	301-5-723-8-64322	CONTRACTED SERVICES	10,000.00
WEIKERT CONTRACTING INC	07232408	Paint Street Lines	301-5-723-8-64322	CONTRACTED SERVICES	18,218.00
D & D CONCRETE	2024-25	Clean & Repair Stamped Con...	301-5-723-8-64322	CONTRACTED SERVICES	21,507.50
EAST CENTRAL INTERGOVER...	IVC000023262	Contract E - Davis Bacon	301-5-723-8-64322	CONTRACTED SERVICES	733.50
EAST CENTRAL INTERGOVER...	IVC000023263	EDA Grant Admin	301-5-723-8-64322	CONTRACTED SERVICES	72.50
Department 723 - CAPITAL PROJECT Total:					100,417.89
Fund 301 - CAPITAL PROJECTS FUND Total:					100,417.89

Fund: 600 - WATER FUND

Department: 810 - WATER

RELANCE STANDARD	08.2024	Water Insurance	600-5-810-9-61500	GROUP INSURANCE	87.01
GIANT WASH	24184	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	14.26
GIANT WASH	24194	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	12.46
GIANT WASH	24205	Recker Uniforms	600-5-810-9-61809	RECKER UNIFORMS	11.61
GIANT WASH	24184	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	2.37
GIANT WASH	24194	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	2.37
GIANT WASH	24205	Herbers Uniforms	600-5-810-9-61814	HERBERS UNIFORMS	11.62
VERIZON WIRELESS	9969264160	Pepwave 3 Wtr	600-5-810-9-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000007801	HRA Admin	600-5-810-9-64080	INSURANCE PREMIUM	14.78
ACE HOMEWORKS	262293	Testing Supplies	600-5-810-9-64317	TESTING	7.18
J & J LAWN CARE	25730	Mowing Contract	600-5-810-9-64322	CONTRACTED SERVICES	2,984.16
IOWA ONE CALL	262612	Water Locates	600-5-810-9-64600	IOWA ONE CALL CHARGES	32.40
ACE HOMEWORKS	262109	Knife/Towels/Vent Wrap/Fu...	600-5-810-9-65407	DEPARTMENT SUPPLIES	37.96
PRIER BROS INC	26568	AC/Freon Service	600-5-810-9-65407	DEPARTMENT SUPPLIES	354.01
MM MECHANICAL	i3561	Water Softener Check	600-5-810-9-65407	DEPARTMENT SUPPLIES	160.00
FERGUSON WATERWORKS #...	0498706	Meters	600-5-810-9-67814	WATER METERS	401.55
Department 810 - WATER Total:					4,173.75
Fund 600 - WATER FUND Total:					4,173.75

Fund: 602 - WATER CAPITAL ACCOUNT

Department: 810 - WATER

EAST CENTRAL INTERGOVER...	IVC000023260	Dys East Rd Wtr - Davis Bacon	602-5-810-9-64063	ENGINEER FEES	324.00
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Expense Approval Register

Packet: APPKT01704 - 08

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
EAST CENTRAL INTERGOVER...	IVC000023261	Dys East Rd Water - Davis Ba...	602-5-810-9-64063	ENGINEER FEES	324.00
				Department 810 - WATER Total:	648.00
				Fund 602 - WATER CAPITAL ACCOUNT Total:	648.00

Fund: 610 - SEWER FUND

Department: 815 - SEWER

RELIANCE STANDARD	08.2024	Wastewater Insurance	610-5-815-9-61500	GROUP INSURANCE	83.03
GIANT WASH	24184	Menke Uniforms	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	24194	Menke Uniforms	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	24205	Menke Uniforms	610-5-815-9-61810	MENKE UNIFORMS	2.37
GIANT WASH	24184	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	18.22
GIANT WASH	24194	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	20.02
GIANT WASH	24205	Reicher Uniforms	610-5-815-9-61813	REICHER UNIFORMS	11.62
MENKE, TERRY	07.17.24	Reimbursement - WW1 Exam	610-5-815-9-62300	MEETINGS/TRAINING	42.54
VERIZON WIRELESS	9969264160	Pepwave 2 WW	610-5-815-9-63730	TELEPHONE	40.01
VERIZON WIRELESS	9969264160	Sewer Camera	610-5-815-9-63730	TELEPHONE	40.01
PREFERRED HEALTH CHOICES...	0000007801	HRA Admin	610-5-815-9-64080	INSURANCE PREMIUM	10.27
CITY OF DUBUQUE - WRRC	11673	Testing	610-5-815-9-64317	TESTING	30.00
MICROBAC LABORATORIES	WL2402275	Testing	610-5-815-9-64317	TESTING	1,311.75
J & J LAWN CARE	25730	Mowing Contract	610-5-815-9-64322	CONTRACTED SERVICES	2,984.16
IOWA ONE CALL	262612	Sewer Locates	610-5-815-9-64600	IOWA ONE CALL CHARGES	32.40
CENTURY BUILDING	1457640	Gutter/Ridgevent/Nails	610-5-815-9-65407	DEPARTMENT SUPPLIES	179.48
J & L LUMBER	164190	24" LVL	610-5-815-9-65407	DEPARTMENT SUPPLIES	385.02
SPAHN & ROSE LUMBER CO	1784870	Underlayment	610-5-815-9-65407	DEPARTMENT SUPPLIES	70.00
POLYDYNE INC	1854005	Clarifloc C	610-5-815-9-65407	DEPARTMENT SUPPLIES	3,074.04
ACE HOMEWORKS	262262	Fasteners	610-5-815-9-65407	DEPARTMENT SUPPLIES	25.48
ACE HOMEWORKS	262299	Drill Bit	610-5-815-9-65407	DEPARTMENT SUPPLIES	47.98
ACE HOMEWORKS	262433	Gloves/Sun Glasses	610-5-815-9-65407	DEPARTMENT SUPPLIES	51.27
JOHN DEERE FINANCIAL	5767224	Tin Snips/Wrench	610-5-815-9-65407	DEPARTMENT SUPPLIES	30.98
IOWA PUMP WORKS	INV024883	Pump Repairs	610-5-815-9-65407	DEPARTMENT SUPPLIES	4,453.17
				Department 815 - SEWER Total:	12,948.56
				Fund 610 - SEWER FUND Total:	12,948.56

Fund: 612 - SEWER CAPITAL ACCOUNT

Department: 723 - CAPITAL PROJECT

ORIGIN DESIGN CO	80744	Westlinden Pump Stn - IUP A...	612-5-723-9-64063	ENGINEERS FEES	1,785.50
				Department 723 - CAPITAL PROJECT Total:	1,785.50
				Fund 612 - SEWER CAPITAL ACCOUNT Total:	1,785.50

Fund: 670 - SOLID WASTE FUND

Department: 840 - SOLID WASTE

RELIANCE STANDARD	08.2024	Solid Waste Insurance	670-5-840-9-61500	GROUP INSURANCE	14.19
PREFERRED HEALTH CHOICES...	0000007801	HRA Admin	670-5-840-9-65060	OFFICE SUPPLIES	2.25
				Department 840 - SOLID WASTE Total:	16.44
				Fund 670 - SOLID WASTE FUND Total:	16.44

Grand Total: 206,909.06

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	86,062.95
110 - ROAD USE FUND	80.97
112 - TRUST AND AGENCY FUND	775.00
301 - CAPITAL PROJECTS FUND	100,417.89
600 - WATER FUND	4,173.75
602 - WATER CAPITAL ACCOUNT	648.00
610 - SEWER FUND	12,948.56
612 - SEWER CAPITAL ACCOUNT	1,785.50
670 - SOLID WASTE FUND	16.44
Grand Total:	206,909.06

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61500	GROUP INSURANCE	271.79
001-5-110-1-63730	TELEPHONE	336.44
001-5-110-1-64080	INSURANCE PREMIUM	35.00
001-5-110-1-65407	DEPARTMENT SUPPLIES	56.75
001-5-110-1-67273	OTHER EQUIPMENT	470.40
001-5-130-1-67275	EMERGENCY EQUIPMENT	109.01
001-5-140-1-67610	EROSION CONTROL	21.06
001-5-150-1-62100	DUES/SUBSCRIPTIONS	409.00
001-5-150-1-62300	MEETINGS/TRAINING	50.00
001-5-150-1-63180	BUILDINGS/GROUNDS ...	155.35
001-5-150-1-63730	TELEPHONE	300.00
001-5-150-1-65407	DEPARTMENT SUPPLIES	327.63
001-5-180-1-63321	STOPLIGHT REPAIRS	300.00
001-5-210-2-61500	GROUP INSURANCE	8.15
001-5-210-2-61806	LUECK UNIFORMS	7.11
001-5-210-2-63730	TELEPHONE	286.51
001-5-210-2-64080	INSURANCE PREMIUM	5.95
001-5-210-2-64306	RADIO MAINTENANCE F...	1,215.00
001-5-210-2-64322	CONTRACTED SERVICES	2,984.18
001-5-210-2-65325	TREE MAINTENANCE SE...	6,788.25
001-5-210-2-65407	DEPARTMENT SUPPLIES	1,674.46
001-5-210-2-67273	OTHER EQUIPMENT	22,742.00
001-5-210-2-67621	STREET REHABILITATION	572.62
001-5-410-4-61500	GROUP INSURANCE	108.39
001-5-410-4-63750	MAINTENANCE	108.26
001-5-410-4-64080	INSURANCE PREMIUM	15.00
001-5-430-4-61500	GROUP INSURANCE	25.30
001-5-430-4-62100	DUES/SUBSCRIPTIONS	90.00
001-5-430-4-64080	INSURANCE PREMIUM	2.50
001-5-430-4-64322	CONTRACTED SERVICES	2,984.16
001-5-430-4-64323	COACHES/UMPIRES	1,200.00
001-5-430-4-64326	TREE MAINTENANCE SE...	6,788.25
001-5-430-4-65407	DEPARTMENT SUPPLIES	503.49
001-5-430-4-65409	SOCCER PROGRAM SUP...	2,287.50
001-5-430-4-65411	BASEBALL PROGRAM SU...	86.38
001-5-445-4-61500	GROUP INSURANCE	25.30
001-5-445-4-62100	DUES/SUBSCRIPTIONS	90.00
001-5-445-4-64080	INSURANCE PREMIUM	2.50
001-5-445-4-64317	TESTING	21.50
001-5-445-4-65407	DEPARTMENT SUPPLIES	2,045.07
001-5-445-4-65414	CONCESSION STAND SU...	1,761.04
001-5-460-4-64322	CONTRACTED SERVICES	457.86
001-5-460-4-65407	DEPARTMENT SUPPLIES	226.14
001-5-470-4-64308	HISTORICAL SOCIETY	3,000.00
001-5-470-4-65400	NEW CABLE EQUIPMENT	300.00
001-5-610-6-61500	GROUP INSURANCE	45.32

Account Summary

Account Number	Account Name	Expense Amount
001-5-620-6-61500	GROUP INSURANCE	9.43
001-5-620-6-64010	AUDIT	335.00
001-5-650-6-63100	BUILDING MAINTENANCE	9,194.48
001-5-650-6-63730	TELEPHONE	184.15
001-5-650-6-65412	BUILDING SUPPLIES	57.52
001-5-660-6-64080	INSURANCE PREMIUM	1.75
001-5-670-6-62100	DUES/SUBSCRIPTIONS	14,980.00
110-5-210-2-61500	GROUP INSURANCE	80.97
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	775.00
301-5-723-8-64063	ENGINEERS FEES	49,886.39
301-5-723-8-64322	CONTRACTED SERVICES	50,531.50
600-5-810-9-61500	GROUP INSURANCE	87.01
600-5-810-9-61809	RECKER UNIFORMS	38.33
600-5-810-9-61814	HERBERS UNIFORMS	16.36
600-5-810-9-63730	TELEPHONE	40.01
600-5-810-9-64080	INSURANCE PREMIUM	14.78
600-5-810-9-64317	TESTING	7.18
600-5-810-9-64322	CONTRACTED SERVICES	2,984.16
600-5-810-9-64600	IOWA ONE CALL CHARG...	32.40
600-5-810-9-65407	DEPARTMENT SUPPLIES	551.97
600-5-810-9-67814	WATER METERS	401.55
602-5-810-9-64063	ENGINEER FEES	648.00
610-5-815-9-61500	GROUP INSURANCE	83.03
610-5-815-9-61810	MENKE UNIFORMS	7.11
610-5-815-9-61813	REICHER UNIFORMS	49.86
610-5-815-9-62300	MEETINGS/TRAINING	42.54
610-5-815-9-63730	TELEPHONE	80.02
610-5-815-9-64080	INSURANCE PREMIUM	10.27
610-5-815-9-64317	TESTING	1,341.75
610-5-815-9-64322	CONTRACTED SERVICES	2,984.16
610-5-815-9-64600	IOWA ONE CALL CHARG...	32.40
610-5-815-9-65407	DEPARTMENT SUPPLIES	8,317.42
612-5-723-9-64063	ENGINEERS FEES	1,785.50
670-5-840-9-61500	GROUP INSURANCE	14.19
670-5-840-9-65060	OFFICE SUPPLIES	2.25
Grand Total:		206,909.06

Project Account Summary

Project Account Key	Expense Amount
None	206,909.06
Grand Total:	206,909.06



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT01705 - 08.05.24 Bills IH

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
ALLIANT ENERGY	07.18.24	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	116.08
WINDSTREAM	07.18.24	Police Phone	001-5-110-1-63730	TELEPHONE	143.06
SECRETARY OF STATE	08.2024	Notary Renewal - Dolphin	001-5-110-1-65060	OFFICE SUPPLIES	30.00
Department 110 - POLICE Total:					289.14
Department: 130 - EMERGENCY MANAGEMENT					
MAQUOKETA VALLEY ELECTR...	07.09.24	Tornado Siren Electricity	001-5-130-1-67275	EMERGENCY EQUIPMENT	48.05
Department 130 - EMERGENCY MANAGEMENT Total:					48.05
Department: 150 - FIRE					
MAQUOKETA VALLEY ELECTR...	07.09.24	Fire - Electricity	001-5-150-1-63710	ELECTRICITY	475.14
Department 150 - FIRE Total:					475.14
Department: 180 - MISC. COMMUNITY PROTECTION					
MAQUOKETA VALLEY ELECTR...	07.09.24	Field of Dreams Electricity	001-5-180-1-63710	ELECTRICITY	58.05
MAQUOKETA VALLEY ELECTR...	07.09.24	Castle Hill Lights Electricity	001-5-180-1-63710	ELECTRICITY	46.39
MAQUOKETA VALLEY ELECTR...	07.09.24	Street Light Electricity	001-5-180-1-63710	ELECTRICITY	160.01
MAQUOKETA VALLEY ELECTR...	07.09.24	Stop Lights Electricity	001-5-180-1-63710	ELECTRICITY	55.43
MAQUOKETA VALLEY ELECTR...	07.09.24	Street Lights 2 Electricity	001-5-180-1-63710	ELECTRICITY	10.35
ALLIANT ENERGY	07.18.24	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	219.78
Department 180 - MISC. COMMUNITY PROTECTION Total:					550.01
Department: 430 - PARKS					
ALLIANT ENERGY	07.18.24	Park Electricity	001-5-430-4-63710	ELECTRICITY	136.94
WINDSTREAM	07.18.24	Parks Phone	001-5-430-4-63730	TELEPHONE	49.41
TREASURER STATE OF IOWA	07.2024 Sales	Parks Sales Tax	001-5-430-4-64180	SALES TAXES PAID	28.28
TREASURER STATE OF IOWA	07.2024 Sales	Parks Local Sales Tax	001-5-430-4-64181	LOCAL OPTION SALES TAX PA...	4.71
Department 430 - PARKS Total:					219.34
Department: 445 - AQUATIC CENTER					
TREASURER STATE OF IOWA	07.2024 Sales	Pool Sales Tax	001-5-445-4-64180	SALES TAXES PAID	861.99
TREASURER STATE OF IOWA	07.2024 Sales	Pool Local Sales Tax	001-5-445-4-64181	LOCAL OPTION SALES TAX PA...	143.67
Department 445 - AQUATIC CENTER Total:					1,005.66
Department: 460 - COMMUNITY CENTER					
ALLIANT ENERGY	07.18.24	Social Center Electricity	001-5-460-4-63710	ELECTRICITY	51.50
Department 460 - COMMUNITY CENTER Total:					51.50
Department: 620 - CLERK, TREAS & FINANCE					
SECRETARY OF STATE	08.2024	Notary Renewal - Maiers	001-5-620-6-65060	OFFICE SUPPLIES	30.00
Department 620 - CLERK, TREAS & FINANCE Total:					30.00
Department: 650 - CITY HALL & GEN BLDGS					
MAQUOKETA VALLEY ELECTR...	07.14.24 Fire	Fiber Optic - Business Ultra	001-5-650-6-63730	TELEPHONE	399.45
MAQUOKETA VALLEY ELECTR...	07.15.24 FOD	Internet- Field of Dreams	001-5-650-6-63730	TELEPHONE	379.55
WINDSTREAM	07.18.24	City Hall Phone	001-5-650-6-63730	TELEPHONE	225.58
Department 650 - CITY HALL & GEN BLDGS Total:					1,004.58
Fund 001 - GENERAL FUND Total:					3,673.42
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	07.18.24	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	512.81
Department 180 - MISC. COMMUNITY PROTECTION Total:					512.81
Fund 110 - ROAD USE FUND Total:					512.81
Fund: 600 - WATER FUND					
Department: 810 - WATER					
MAQUOKETA VALLEY ELECTR...	07.09.24	Well 5 Electricity	600-5-810-9-63710	ELECTRICITY	2,289.06

Expense Approval Register

Packet: APPKT01705 - 08

Item 1.

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Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
TREASURER STATE OF IOWA	07.2024 WET	Water Excise Tax	600-5-810-9-64182	WET [WATER EXCISE TAX SE...	5,061.19
				Department 810 - WATER Total:	7,350.25
				Fund 600 - WATER FUND Total:	7,350.25
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
QC ANALYTICAL SERVICES	2024-07012	Registration - Wastewater C...	610-5-815-9-62300	MEETINGS/TRAINING	150.00
MAQUOKETA VALLEY ELECTR...	07.09.24	Ind Park Lift Station Electricity	610-5-815-9-63710	ELECTRICITY	118.09
MAQUOKETA VALLEY ELECTR...	07.09.24	Press Building Electricity	610-5-815-9-63710	ELECTRICITY	2,202.59
MAQUOKETA VALLEY ELECTR...	07.09.24	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	1,513.32
TREASURER STATE OF IOWA	07.2024 Sales	Wastewater Sales Tax	610-5-815-9-64180	SALES TAXES PAID	2,025.96
TREASURER STATE OF IOWA	07.2024 Sales	Wastewater Local Sales Tax	610-5-815-9-64181	LOCAL OPTION SALES TAX PA...	337.66
				Department 815 - SEWER Total:	6,347.62
				Fund 610 - SEWER FUND Total:	6,347.62
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
MAQUOKETA VALLEY ELECTR...	07.09.24	Compost Site Electricity	670-5-840-9-63710	ELECTRICITY	64.73
				Department 840 - SOLID WASTE Total:	64.73
				Fund 670 - SOLID WASTE FUND Total:	64.73
				Grand Total:	17,948.83

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	3,673.42
110 - ROAD USE FUND	512.81
600 - WATER FUND	7,350.25
610 - SEWER FUND	6,347.62
670 - SOLID WASTE FUND	64.73
Grand Total:	17,948.83

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-63710	ELECTRICITY	116.08
001-5-110-1-63730	TELEPHONE	143.06
001-5-110-1-65060	OFFICE SUPPLIES	30.00
001-5-130-1-67275	EMERGENCY EQUIPMENT	48.05
001-5-150-1-63710	ELECTRICITY	475.14
001-5-180-1-63710	ELECTRICITY	550.01
001-5-430-4-63710	ELECTRICITY	136.94
001-5-430-4-63730	TELEPHONE	49.41
001-5-430-4-64180	SALES TAXES PAID	28.28
001-5-430-4-64181	LOCAL OPTION SALES TA...	4.71
001-5-445-4-64180	SALES TAXES PAID	861.99
001-5-445-4-64181	LOCAL OPTION SALES TA...	143.67
001-5-460-4-63710	ELECTRICITY	51.50
001-5-620-6-65060	OFFICE SUPPLIES	30.00
001-5-650-6-63730	TELEPHONE	1,004.58
110-5-180-1-63710	ELECTRICITY	512.81
600-5-810-9-63710	ELECTRICITY	2,289.06
600-5-810-9-64182	WET [WATER EXCISE TAX...	5,061.19
610-5-815-9-62300	MEETINGS/TRAINING	150.00
610-5-815-9-63710	ELECTRICITY	3,834.00
610-5-815-9-64180	SALES TAXES PAID	2,025.96
610-5-815-9-64181	LOCAL OPTION SALES TA...	337.66
670-5-840-9-63710	ELECTRICITY	64.73
Grand Total:		17,948.83

Project Account Summary

Project Account Key	Expense Amount
None	17,948.83
Grand Total:	17,948.83



UBPKT01997 - Refunds 01 UBPKT01996 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-100005-02	Merkes, Cheryl		0	83.80			83.80	Generated From Billing
01-100002-02	Parks, Kiara		0	106.17			106.17	Generated From Billing
03-020239-07	Osterhaus/Montag, Shelby		0	52.48			52.48	Generated From Billing
02-100086-02	Moyle, Isaac		0	61.77			61.77	Generated From Billing
03-020406-02	Cook, Laura		0	132.79			132.79	Generated From Billing
Total Refunds: 5			Total Refunded Amount:	437.01				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	437.01
Revenue Total:	437.01



CITY COUNCIL

Lower Level Council Chambers
Monday, July 15, 2024
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

PRESENT Mayor Jeff Jacque, Council Member Mike English, Council Member Mike Oberbroeckling, Council Member Mark Singsank, Council Member Tom Westhoff, Council Member Jim Gibbs arrived at 6:40 pm

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member English to approve July 15, 2024 agenda as presented Seconded by Council Member Singsank.

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

ORAL COMMENTS

Mike Murphy, 911 6th Street SW, encouraged the council not to put the cart before the horse on the program. Once again, like other projects, no one has thought about accessibility. He hopes the council doesn't start the program until the city has the proper bicycles and stuff to offer those with disability.

APPROVAL OF CONSENT AGENDA

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

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

1. Approve Bills; 2. Approve Receipts - June, 2024; **3. Approve Minutes** City Council Meeting - July 1, 2024; **4. Receive & File Minutes** James Kennedy Public Library Board of Trustees Meeting - June, 12, 2024; **5. Request** from Browns Hometown Victory Foundation to hold a "Dinner on the Bridge" event on Wednesday, September 11, 2024 on the David Vorwald Memorial Bridge from 6 pm - 9 pm.; **6. Authorize Mayor to Sign** Change Order No. 5 FINAL - Dyersville East Road Utility Extension 2022 - Contract C Water Pumping Station - F.L. Krapfl, Inc. - (\$3,346.24); **7. Approve & Accept** Dyersville East Road Utility Extension 2022 - Contract C - Water Pumping Station project work with F.L. Krapfl, Inc.; **8. Receive & File** Treasurer's Report - June 2024; **9. Receive & File** Revenue & Expense Report - June 2024; **10. Receive & File** Staff Report - Police - July 2024; **11. Receive & File** Staff Report - Parks & Recreation - July 2024; **12. Receive & File** Staff Report - Library - July 2024; **13. Receive & File** Staff Report - Public Works - July 2024; **14. Receive & File** Staff Report - City Administrator - July 2024; **15. Miscellaneous Correspondence** Celebrate Summer at Legacy Square - August 4th, 2024 from 3 pm to 6 pm. The following bills were approved for payment:

Absolute Science	Program	\$	850.00
Access Systems	Contract	\$	475.04
Acco	Supplies	\$	355.00
Ace Homeworks	Supplies	\$	203.59
AireSpring	Phone	\$	341.54
Alliant Energy	Electricity	\$	17,723.67
Amazon	Books	\$	47.00
Atlantic Coca Cola	Concession Supplies	\$	411.87
Axon Enterprise Inc	Annual Fee	\$	24,337.38
Bard Materials	Supplies	\$	10.00
Bi-County Disposal Inc	Garbage / Recycling	\$	26,072.55

Black Hills Energy	Natural Gas	\$ 1,783.96
Blue Path Finance Inc	Solar Energy	\$ 4,259.73
BSN Sports/Collegiate Pacific	Supplies	\$ 1,059.74
Callahan Equipment Services	Inspection	\$ 1,415.00
Capital Sanitary Supply	Supplies	\$ 433.63
City of Dubuque - WRRRC	Testing	\$ 493.00
Climb Theatre	Program	\$ 600.00
Computer Doctors Inc	Computer Work	\$ 788.00
Ferguson Waterworks #2516	Water Meter	\$ 4,058.38
FL Krapfl Inc	Labor/Equipment	\$ 15,660.23
Fuerste Carew Juergens & Sudmeier PC	Legal Fees	\$ 613.00
Giant Wash	Uniforms & Mats	\$ 69.95
Hall of Fame LLC	Development Agreement	\$ 23,165.40
Hansel Cleaning Services LLC	Contract	\$ 200.00
Hawkins Water Treatment	Supplies	\$ 1,156.73
Hoopla By Midwest Tape	Program	\$ 564.00
Imon Communications LLC	Fiber Optic Internet	\$ 1,005.00
Impact7G	Engineer Fees	\$ 12,654.67
Iowa Department of Natural Resources	Annual Fee	\$ 491.20
Iowa One Call	One Call Locates	\$ 89.10
Iowa Pump Works	Repair	\$ 3,109.00
J & J Lawn Care	Contracted Service	\$ 13,765.41
J & R Supply	Supplies	\$ 1,118.90
Jasper, Lexi	Refund	\$ 100.00
John Deere Financial	Supplies	\$ 284.19
Just For You	Uniforms	\$ 692.50
Kahle, Tammy	Refund	\$ 200.00
Kanopy Inc	Program	\$ 37.00
Kiesler Police Supply	Equipment	\$ 307.64
Kluesner Construction Inc	Contracted Services	\$ 17,575.00
Landmark Turf Services	Weed Control	\$ 1,844.00
Martin Equipment	Equipment	\$ 89,000.00
Microbac Laboratories	Testing	\$ 1,534.00
Midwest Patch / Hi-Viz Safety	Supplies	\$ 3,528.00
Myers-Cox Company	Supplies	\$ 408.42
Naber, Matt	Referee Fees	\$ 100.00
Nieman, Tim	Referee Fees	\$ 50.00
Origin Design Co	Engineer Fees	\$ 48,863.63
Pasker, Lois	Refund	\$ 100.00
Pomp's Tire Service	Repair	\$ 27.72
Premier Window Cleaning	Window Cleaning	\$ 150.00
Proquest	Programs	\$ 1,467.84
Pry, Justin	Referee Fees	\$ 50.00
Rolwes, Diane	Refund	\$ 100.00
Three Rivers Fs Company	Supplies	\$ 190.35
TJ Cleaning Services	Cleaning Services	\$ 660.00
Tucktara LLC	Housing Grant	\$ 360,000.00
USA Blue Book	Supplies	\$ 51.48
Verizon Wireless	Phone	\$ 21.06
Werner, Ron	Referee Fees	\$ 75.00
WesTech Engineering	Supplies	\$ 2,359.37
Willow Pear LLC	Development Agreement	\$ 8,356.13
Windstream	Phone	\$ 127.46

Wolf, Russ Referee Fees \$ 125.00

001 - General Fund	\$ 153,642.04
002 - Library Trust Fund	\$ 3,558.81
110 - Road Use Fund	\$ 22,172.52
112 - Trust and Agency Fund	\$ 500.00
128 - CDBG	\$ 360,000.00
135 - Dyersville TIF Dist Fund	\$ 31,521.53
301 - Capital Projects Fund	\$ 61,518.30
600 - Water Fund	\$ 30,131.53
610 - Sewer Fund	\$ 8,613.56
670 - Solid Waste Fund	\$ 26,109.17
Grand Total:	\$ 697,767.46

June 2024	Receipts	Treasurer's Report
001 - General Fund	\$ 83,570.33	\$ 457,768.19
002 - Library Trust	\$ 1,694.30	\$ 98,592.70
110 - Road Use Tax	\$ 71,382.19	\$ 333,495.73
112 - Trust & Agency	\$ 726.80	\$ 48,611.00
121 - L.O. Sales Tax Reserve	\$ 41,840.73	\$ 1,074,661.98
128 - CDBG / Flood Fund	\$ -	\$ 1,628,397.90
135 - Dyersville TIF Dist Fund	\$ 11,030.82	\$ 3,339,231.05
200 - Debt Service	\$ 5,622.44	\$ 905,077.46
301 - Capital Improvements	\$ -	\$ (3,512,915.61)
600 - Water Fund	\$ 85,159.55	\$ (1,871,085.29)
601 - Water Sinking Fund	\$ -	\$ 1,228,683.79
602 - Water Capital Fund	\$ -	\$ (46,848.20)
610 - Sewer Fund	\$ 116,408.00	\$ 1,569,746.09
611 - Sewer Sinking Fund	\$ -	\$ (1,184,475.25)
612 - Sewer Capital Fund	\$ -	\$ (1,622,952.11)
670 - Solid Waste Fund	\$ 30,542.25	\$ (106,281.28)
Totals	\$ 447,977.41	\$ 2,339,708.15

ACTION ITEMS

16. Resolution No. 49-24 adopting a Dyersville Bicycle Share Policy

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

COUNCIL COMMENTS

Mayor Jacque asked Ed Henry, Assistant City Attorney if it was lawful to go into closed session for said purpose.

17. CLOSED SESSION pursuant to section 21.5(1)(j) of the Code of Iowa to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

Motion made by Council Member Singsank moved to go into closed session Seconded by Council Member Gibbs.

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

Motion made by Council Member Gibbs moved to come out of closed session Seconded by Council Member Westhoff.

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

ADJOURNMENT

Motion made by Council Member English to adjourn at 7:25 pm Seconded by Council Member Oberbroeckling.

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

Jeff Jacque Mayor

ATTEST:

Tricia L. Maiers, City Clerk / Treasurer



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 **Beckman High School** 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 **2024 Homecoming Parade** in the City of Dyersville.

Effective date of this permit shall be **September 20, 2024**.

Permit Holder

Jeff Jacque, Mayor

July 22nd 2024

Dear Dyersville City Council,

Beckman High School is celebrating Homecoming 2024 on September 16th –21st . We request permission to hold our annual parade on Friday, September 20th at 2 pm.

The parade will depart at 2 p.m. from the Beckman parking lot. The parade route takes 13th Avenue to 6th Street N., to 1st Avenue E., and onto 3rd Street S.W.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven Lueck', written in a cursive style.

Steven Lueck

Assistant Principal



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 August 1, 2024 through August 31, 2024.

Approved by the City Council of the City of Dyersville, Iowa this 5th day of August, 2024.

Sandy Oberbroeckling

From: Mike Cole <mcole@bennettexplosives.com>
Sent: Tuesday, July 30, 2024 2:06 PM
To: Sandy Oberbroeckling
Subject: August 2024 Blasting Permit

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

Sandy

Bennett Explosives Inc. would like to request a Blasting Permit from the City of Dyersville Ia. for the Month of August 2024.

Thank you!

Bennett
Explosives Inc.

Mike Cole

General Manager | Bennett Explosives

📍 1951 210th St., Manchester, IA 52057

📞 (563) 363-2131

✉️ mcole@bennettexplosives.com

🌐 www.quicksupplyco.com



State of Iowa

Alcoholic Beverages Division

Item 5.

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
NIEMANN FOODS, INC.	Ace Hardware #664	(217) 221-5788		
ADDRESS OF PREMISES		PREMISES SUITE/APT NUMBER	CITY	COUNTY
615 16th Avenue Southeast			Dyersville	Dubuque
				52040
MAILING ADDRESS	CITY	STATE	ZIP	
1501 North 12th Street	Quincy	Illinois	62301	

Contact Person

NAME	PHONE	EMAIL
Haley Walston	(217) 221-5788	riskmanagement@niemannfoods.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
WBN001413	Special Class B Retail Native Wine License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 12, 2024	Sep 11, 2025	

SUB-PERMITS

Special Class B Retail Native Wine License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Christopher Niemann	Quincy	Illinois	62305	EVP & CFO	2.06	Yes
Richard Niemann, Jr.	Monroe City	Missouri	63456	Chairman, President, CEO	2.06	Yes

Insurance Company Information

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

Tricia Maiers

To: Brandon Hogan
Subject: RE: Pink Run N' Rally 2024

From: Brandon Hogan <brandon@barraisingfitness.com>
Sent: Wednesday, July 17, 2024 10:16 AM
To: Tricia Maiers <tmaiers@cityofdymersville.com>
Subject: Re: Pink Run N' Rally 2024

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

Not sure if you have record of the route from the past 3 years, but it will be the same. Race will start at 11:30am. We will have music, food, and drinks following the race.

Thank you!



Brandon Hogan
Owner, Bar Raising Fitness

E: brandon@barraisingfitness.com

P: (563) 599-3912

Dubuque | Dyersville | Cascade | Online

www.BarRaisingFitness.com



On Wed, Jul 17, 2024 at 10:12 AM Tricia Maiers <tmaiers@cityofdymersville.com> wrote:

Hi Brandon,

I would happily put your request on the next city council meeting on August 5, 2024. Can you provide the 5K route and the timeline of events that you have planned for the day? Thanks

Tricia L. Maiers laCMC | laCFO

City Clerk | Treasurer

City of
Dyersville

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

www.cityofdymersville.com

Population 4,477

-----Original Message-----

From: Brandon Hogan <brandon@barraisingfitness.com>

Sent: Wednesday, July 17, 2024 10:04 AM

To: Tricia Maiers <tmaiers@cityofdymersville.com>

Subject: Pink Run N' Rally 2024

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

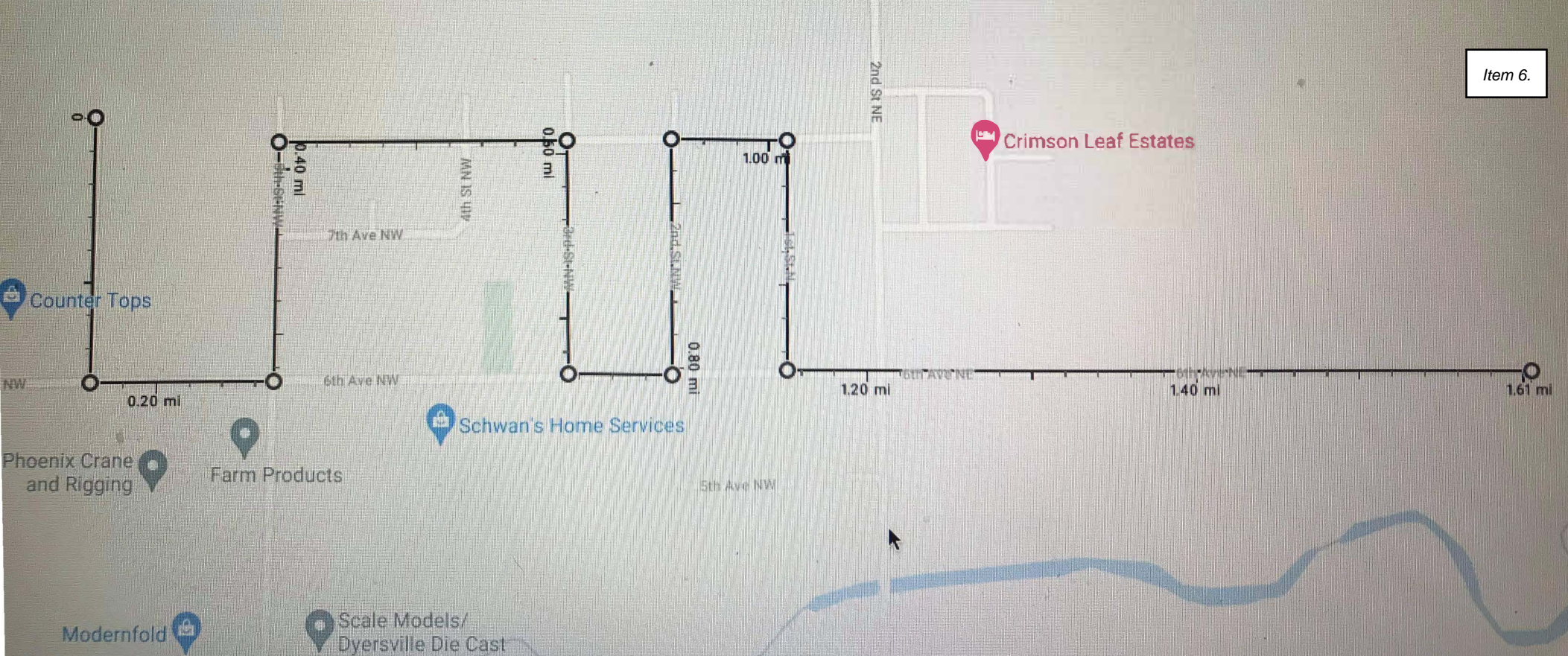
Good morning!

My name is Brandon Hogan. I am reaching out in regards to our annual Pink Run N' Rally 5K and event we have at our Dymersville facility. We are looking to have it on September 28th and wondering if we could get this approved by the city.

I look forward to hearing from you!

Thanks

- Brandon



JANITORIAL CONTRACT

Agreement made, effective as of August 5, 2024, by and between City of Dyersville, Iowa referred to in this agreement as owner, and TJ Cleaning Services, of 31710 Olde Castle Rd, Dyersville, IA 52040, referred to in this agreement as contractor.

In consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE - WORK TO BE DONE

Contractor will perform for owner, in a satisfactory manner as to quality and subject to the provisions of this agreement, the services set forth in detail in Exhibit A attached to this agreement on the premises located at 340 1st Avenue East, Dyersville, Iowa, and 338 1st Avenue East, Dyersville Iowa and used as a City Hall & Police Department.

SECTION TWO - LABOR AND EQUIPMENT

A. Contractor will furnish all labor necessary to the performance of the duties under and pursuant to this agreement.

B. Contractor will use such equipment or materials provided by owner as is necessary to the careful performance of the duties under and pursuant to this agreement, but should such equipment or materials be lost, damaged or destroyed, contractor will reimburse owner for the replacement of such equipment or materials with equipment and materials of equal value and for costs and expenses incidental to such replacement.

SECTION THREE - TIME OF WORK

A. Contractor will perform the duties under and pursuant to this agreement outside of normal business hours of City Hall, with the Police Department cleaning to be done as arranged with the Chief of Police.

B. In any event, contractor will perform the duties in such manner as to avoid inconvenience to the users of the premises and interference with owner's operations.

SECTION FOUR - COMPLIANCE WITH LAW

Contractor will secure all permits required to perform the duties under and pursuant to this agreement and will comply with all applicable federal, state, county and municipal laws, ordinances, rules and regulations.

SECTION FIVE - INDEMNIFICATION OF OWNER

A. Contractor will indemnify owner against any and all liability, demands, claims, suits, losses, damages, causes of action, fines, or judgments including costs, attorneys' and witnesses' fees and

expenses incident thereto for injuries (including death) to persons or property arising out of or in connection with contractor's performances of the duties under and pursuant to this agreement, unless caused by the gross negligence or willful misconduct of owner.

B. Owner will give contractor prompt written notice of any such demand, claim or suit against owner, and contractor shall have the right to compromise or defend any such demand, claim or suit to the extent of his/her own interest.

C. Contractor will provide a certificate of insurance showing \$1,000,000.00 in general liability and workers compensation coverage.

SECTION SIX - PAYMENT TO CONTRACTOR

Owner will pay the contractor \$ 250.00 per week. Payment will be made consistent with owner's normal billing procedure.

SECTION SEVEN - DURATION OF AGREEMENT

This agreement shall become effective on the date stated above and shall continue thereafter until terminated by either party on 30 days' written notice to the other.

SECTION EIGHT - ASSIGNMENT

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.

SECTION NINE - NOTICE

A party giving notice as provided for by this agreement shall send such notice by United States mail, postage prepaid, to the address of the other party set forth immediately before Section One of this agreement or to such other addresses as the party shall designate in writing.

SECTION TEN - NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or to the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION ELEVEN - BINDING EFFECT

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

SECTION TWELVE - GOVERNING LAW

It is agreed that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

SECTION THIRTEEN - ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

SECTION FOURTEEN - ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION FIFTEEN - MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION SIXTEEN - ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.

SECTION SEVENTEEN - PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid on the interpretation of the provisions of this agreement.

In witness, each party to this agreement has caused it to be executed at Dyersville, Iowa, on the date indicated below.

Dated August 5, 2024.

CONTRACTOR

OWNER
CITY OF DYERSVILLE

Tim & Joyce Singsank

BY:

Jeff Jacque, Mayor



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

JANITORIAL CONTRACT

Agreement made, effective as of August 5, 2024, by and between City of Dyersville, Iowa referred to in this agreement as owner, and TJ Cleaning Services, of 31710 Olde Castle Road Dyersville, IA 52040, referred to in this agreement as contractor.

In consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE WORK TO BE DONE

Contractor will perform for owner, in a satisfactory manner as to quality and subject to the provisions of this agreement, janitorial services as set assigned by the City Clerk or designee. These services will be located at 625 3rd Avenue East, Dyersville, Iowa, and used as the Dyersville Social Center or any other municipal owned facilities as determined by the City Clerk or designee.

SECTION TWO LABOR AND EQUIPMENT

- A. Contractor will furnish all labor necessary to the performance of the duties under and pursuant to this agreement.
- B. Contractor will use such equipment or materials provided by owner as is necessary to the careful performance of the duties under and pursuant to this agreement, but should such equipment or materials be lost, damaged or destroyed, contractor will reimburse owner for the replacement of such equipment or materials with equipment and materials of equal value and for costs and expenses incidental to such replacement.

SECTION THREE TIME OF WORK

- A. Contractor will perform the duties as assigned by the City Clerk or designee and pursuant to this agreement outside of normal business hours of the Dyersville Social Center.
- B. In any event, contractor will perform the duties in such manner as to avoid inconvenience to the users of the premises and interference with owner's operations.

SECTION FOUR COMPLIANCE WITH LAW

Contractor will secure all permits required to perform the duties under and pursuant to this agreement and will comply with all applicable federal, state, county and municipal laws, ordinances, rules and regulations.

SECTION FIVE INDEMNIFICATION OF OWNER

A. Contractor will indemnify owner against any and all liability, demands, claims, suits, losses, damages, causes of action, fines, or judgments including costs, attorneys' and witnesses' fees and expenses incident thereto for injuries (including death) to persons or property arising out of or in connection with contractor's performances of the duties under and pursuant to this agreement, unless caused by the gross negligence or willful misconduct of owner.

B. Owner will give contractor prompt written notice of any such demand, claim or suit against owner, and contractor shall have the right to compromise or defend any such demand, claim or suit to the extent of his/her own interest.

SECTION SIX PAYMENT TO CONTRACTOR

Owner will pay the contractor \$ 25.00 per hour. Payment will be made consistent with owner's normal billing procedure.

SECTION SEVEN DURATION OF AGREEMENT

This agreement shall become effective on the date stated above, and shall continue thereafter until terminated by either party on 30 days' written notice to the other.

SECTION EIGHT ASSIGNMENT

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.

SECTION NINE NOTICE

A party giving notice as provided for by this agreement shall send such notice by United States mail, postage prepaid, to the address of the other party set forth immediately before Section One of this agreement or to such other addresses as the party shall designate in writing.

SECTION TEN NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or to the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION ELEVEN BINDING EFFECT

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

SECTION TWELVE GOVERNING LAW

It is agreed that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

SECTION THIRTEEN ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

SECTION FOURTEEN ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION FIFTEEN MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**SECTION SIXTEEN
ASSIGNMENT OF RIGHTS**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.

**SECTION SEVENTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid on the interpretation of the provisions of this agreement.

In witness, each party to this agreement has caused it to be executed at Dyersville, Iowa, on the date indicated below.

Dated August 5, 2024.

CONTRACTOR

**OWNER
CITY OF DYERSVILLE**

Tim Singsank

Joyce Singsank

BY: _____
Jeff Jacque, Mayor

Law Offices of
FUERSTE, CAREW, JUERGENS & SUDMEIER, P.C.
890 MAIN STREET, SUITE 200
DUBUQUE, IOWA 52001-6840

Item 9.

MARK J. WILLGING
A. THEODORE HUINKER
JENNY L. WEISS †
EDWARD F. HENRY *
STEPHAN E. ALT ‡

July 16, 2024

WILLIAM C. FUERSTE (1923-2011)
ALLAN J. CAREW (1933-2015)
ROBERT L. SUDMEIER (RETIRED)
DOUGLAS M. HENRY (RETIRED)

STEPHEN J. JUERGENS
(OF COUNSEL)

ALL ATTORNEYS LICENSED IN IOWA
* ALSO LICENSED IN WISCONSIN
† ALSO LICENSED IN ILLINOIS
‡ ALSO LICENSED IN MINNESOTA

TELEPHONE:
(563) 556-4011

TELECOPIER:
(563) 556-7134

E-MAIL:
MAIL@FUERSTELAW.COM

WRITER= S DIRECT
E-MAIL ADDRESS
EHENRY@FUERSTELAW.COM

Scott Nelson
Dubuque County Attorney
720 Central Ave
Dubuque, IA 52001

Re: City of Dyersville ARPA Funds

Dear Scott:

This office represents the City of Dyersville. We write today with regard to certain funds requested to be released from ARPA funds held by Dubuque County on November 29, 2023, in the amount of \$524,283.88. The request for payment with the invoice was made by Dyersville City Clerk/Treasurer Tricia Maiers by email to Stella Runde. Immediately after this email a second email was fraudulently generated by a malicious third-party, requesting that the payment be made via wire transfer to an unfamiliar bank account. Dubuque County issued this ACH payment without verbally communicating with the City of Dyersville to confirm any of the details, despite never having issued an ACH payment of this type to the city in the past, and the \$524,283.88 passed to the bad actors that sent the fraudulent email. The county was best positioned to prevent this loss and ignored every red flag that presented itself. The county had a duty and an obligation to verify the wire instructions before issuing payment, particularly when no similar payments had been issued in the past.

We have attempted numerous times to resolve this matter with Dubuque County. We have met with you personally and have been repeatedly told that the City of Dyersville and its residents must "be patient". In the eight months since the negligent payment by the county to a criminal third-party the city has been patient, but we have seen no progress toward a resolution that would reimburse the loss suffered by the city and the people of Dyersville. Whether this lack of progress toward a resolution is the result of a slow response by the county's insurance provider, a breakdown in communication within the county, or the result of political maneuvering, we do not know. What matters is that the City of Dyersville has lost over half of a million dollars and must be made whole.

Dubuque County Attorney
July 16, 2024

Page 2

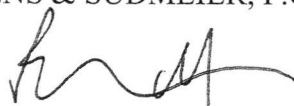
At this time, we hereby demand payment by Dubuque County to the City of Dyersville in the full amount of \$524,293.88. If payment in the full amount is not received by the City of Dyersville, or satisfactory measures taken to ensure the prompt payment thereof, within thirty (30) days of the date of this letter, we will have no choice but to proceed toward litigation to protect the interests of the city and the people of Dyersville.

Please provide a copy of this letter to your insurance provider and put them on notice of the possible claim.

Very truly yours,

FUERSTE, CAREW,
JUERGENS & SUDMEIER, P.C.

BY:


EDWARD F. HENRY

EFH/

Cc: Stella Runde, Dubuque County Budget Director
Harley Pothoff, Dubuque County Supervisor
Ann McDonough, Dubuque County Supervisor
Wayne Kenniker, Dubuque County Supervisor
Mick Michel, Dyersville City Administrator



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

July 31, 2024

**Mayor Jeff Jacque & City Council
City of Dyersville
340 1st Avenue East
Dyersville, IA 52040**

Dear Mayor Jacque and Dyersville City Council Members,

I am requesting that the council meeting on Monday, September 2 be moved to Tuesday, September 3 because of Labor Day.

Thank you for your time and consideration of this request.

Sincerely,

Tricia L. Maier

**Tricia L. Maier
City Clerk | Treasurer**



Photo Credit: Jesse Streinz, 3rd Place, Iowa Cities

14th Annual Keep Iowa Beautiful Annual Photography Contest Submission

July 2024 Newsletter

Third Annual Golf Tournament was a Success!

Thanks to Participants, Donors, and Volunteers

Keep Iowa Beautiful extends its deepest gratitude to all the amazing individuals who volunteered their time, donated, or participated in this year's golf tournament. Your unwavering support and dedication have been instrumental in making this event an overwhelming success.



Thanks to your collective efforts, we were able to raise approximately \$50,000 to support Keep Iowa Beautiful's programming. These funds will have a lasting impact on initiatives like the Hometown Pride program, Paint Iowa Beautiful, and Pick-Up Iowa, enabling us to continue our mission for years to come.

The success of this golf tournament far exceeded our expectations, and we are immensely grateful for your

involvement!

Communities Give Back Through

Pick-Up Iowa Program

Each year from April through July, volunteers across the state participate in Pick-Up Iowa in support of the national Great American Cleanup. Keep Iowa Beautiful has been proud to support communities in this effort, and the results speak for themselves. Thank you to everyone who's done their part in keeping Iowa beautiful!



Volunteers of Cumming Hometown Pride dedicated their hard work to cleaning up litter in the city park neighborhood and along the bike trail in **Cumming, Iowa**, collecting eight bags of litter. Additionally, a Norwalk student and his mother planted flowers in the city park!



United Way of Central Iowa volunteers spent the Memorial holiday cleaning up litter at Woodland Cemetery in **Des Moines, Iowa**. The cemetery had sustained storm damage, so the crew concentrated on the veterans' area and removing debris, filling two truck beds with storm debris.



Eleven volunteers dedicated 15 hours to cleaning up litter along the River's Edge Trail in **Eldora, Iowa**!



Hometown Pride Communities Celebrate Successful Summer Projects

Clinton's Public Art Sculptures

Clinton Hometown Pride partnered with the City of Clinton and the Quad Cities Art Council to place seven public art sculptures in Clinton, Iowa! Clinton Hometown Pride will fund the annual rental of these works of art going forward, after the city committed to start the project this year. These art sculptures will be on display for one year with the option to purchase at the end of the year. Check out some of the amazing sculptures below!



Rolfe's New Kaleidoscope Installed

The City of Rolfe unveiled a new kaleidoscope which was recently installed in Streit Park! Funds to fabricate and install the new kaleidoscope were received from the County Visioning Committee and an Iowa Rural Enrichment Grant. Future plans include installing similar kaleidoscopes in each of the other eight communities in Pocahontas County. The 2023 Inspire Poco Leadership Class participants identified this project as their Legacy Project for Pocahontas County

and provided the leadership to implement the project county-wide. Thank you to Rolfe Hometown Pride for their efforts in making this possible!

Maquoketa's Summer Concert Series

Last month, Maquoketa's downtown greenspace was filled with music, food, and summer fun as local favorites and regional performers took to the outdoor stage, drawing in record crowds! Special thanks to Maquoketa Hometown Pride for contributing to its great success.



Shellsburg's Historic Gold Medal Flour Mural Restored

Shellsburg Hometown Pride recently finished painting and restoring the Historic Gold Medal Flour mural in the Shellsburg business district. This mural holds significant value in preserving the community's history and culture.

Volunteer Spotlight - Sarah Jones

Each month, Keep Iowa Beautiful highlights one of our incredible volunteers who help us achieve our mission and strengthen our community. This month, we are shining a spotlight on Sarah Jones, a valued member of the Maquoketa Hometown Pride Committee, who is committed to supporting the growth of her community.



"Sarah is dedicated to helping her community grow in terms of the physical beauty of the city and projects to that end, as well as in the cultural aspect; organizing and raising funds for Summer Concert Series and Maqtoberfest. She leads many meetings, takes minutes, types up agendas, organizes meeting times, writes grants, administers and reports on grants, and even stores large community event equipment in her home! She has a 4x4 foot space in her living room dedicated to this as well as larger 6x4 foot space in her garage. Now that's what I call commitment to the betterment of ones' community!" – *Tricia Wagner, Maquoketa Hometown Pride Coach*

Paint Iowa Beautiful Program Completes Summer Improvement Projects

Our Paint Iowa Beautiful program grants provide paint to volunteers and organizations for community improvement projects. Keep Iowa Beautiful believes well-maintained and painted buildings reflect pride in our communities. These wonderful community projects are just a few examples:



Melrose's Irish Green Caboose

Shamrock Street in **Melrose, Iowa**, features an Irish green caboose, a prominent attraction drawing visitors to explore, capture photos, and delve into railroad history. Earlier this month, volunteers power washed and repainted the caboose with a fresh coat of green paint. Keep an eye out for the upcoming addition of new lettering and decals to the caboose!

Plover's Merry-Go-Round

Last month, Plover Hometown Pride scraped and painted the merry-go-round in four colors in City Park located on the corner of Main Street and Henderson Street in **Plover, Iowa**.



Social Media Submissions

Keep Iowa Beautiful wants to share your community's good news!

Are you proud of a completed project in your town? Do you want to show off a new mural in your downtown? Did you host a fun, exciting event for your community? We want to know about it!

Tag us on social media or click on the button below to share short descriptions of events, projects, or news from your town! You can include pictures and captions as well. Keep Iowa Beautiful will share your post on our social media!

[Submit Your Stories](#)

Your Support Matters!

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

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

Keep Iowa Beautiful

2910 Westown Pkwy. Suite 302

West Des Moines, IA 50266

Donate

KEEP IOWA BEAUTIFUL

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

www.KeepIowaBeautiful.org



Keep Iowa Beautiful | 2910 Westown Pkwy, Suite 302 | West Des Moines, IA 50266 US

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July 2024 NEWSLETTER

Greater Dubuque Development Hosts Annual Meeting



Kay Takes, the newly elected 2024-2025 Chair of the Board for Greater Dubuque Development Corporation, addresses a crowd of 200+ board members, investors, partners, and community leaders from the stage of the Q Showroom at the Q Casino + Resort on Wednesday, July 17, 2024.

Meeting Honors 40th Anniversary, Celebrates Past Year's Achievements, and Looks to the Future

The Greater Dubuque Development Corporation held our 2023-2024 Annual Meeting on Wednesday, July 17, 2024, at the Q Casino + Resort with over 200 in attendance. The formal program commenced at 6:00 p.m. with speakers Alex Dixon, the 2023-2024 Chair of the Board; Kay Takes, the incoming 2024-2025 Chair of the Board; and Rick Dickinson, President & CEO of Greater Dubuque Development.

The event was both a recap of the past year's achievements and a celebration of our 40-year history, drawing attention to strategic actions Greater Dubuque Development takes every day to create a vibrant region of choice and deliver on the promise, **YOU can be**

great here. A [robust summary of the meeting is available on our website](#) along with links to [watch the meeting's activities](#) and [download our 2023-2024 Annual Report](#).

[Read more about our annual meeting and download the 2023-2024 Annual Report](#)

Business Services

YOUR BUSINESS can be great here.

Data & Resources

FY 2023-2024 InfoAction Dashboard Available for Download

As part of our commitment to providing tangible data to our regional partners, our fiscal year-end activities include compiling an [annual summary of key findings](#) from the 270

InfoAction businesses interviews we conducted over the past 12-months.

[Download the Dashboard >](#)



Interested in learning more about our InfoAction program?

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

Data & Resources

Dubuque County Employment Levels Reach All Time High

Dubuque County's latest employment figures continue positive growth at the midway point of 2024. This month brought Dubuque County's total employment to 62,200, the highest level of employment ever in the county, putting us 600 jobs up from the month prior and 1,200 jobs up from June of 2023.

Greater Dubuque Development closely tracks the Iowa Workforce Development Labor Market Division's monthly total non-farm employment estimates, an important performance indicator of the local economic climate. Increasing employment levels in

Dubuque County to 64,000 by 2027 is one of the 5 strategic goals of our ambitious 5-year **YOU can be great here** campaign.

[Read the Full Story >](#)



Interested in learning more about the regional workforce statistics?

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



Nic Hockenberry, Director of Workforce Programming (*second from left*) presents an overview of newly released data related to the regional workforce landscape at the quarterly Tri-State Economic Development Practitioners' meeting on Thursday, June 18, 2024.

Regional Collaboration

Tri-State Practitioners Explore Workforce Landscape Data and Regional Collaboration Opportunities

On Thursday, July 18, 2024, Greater Dubuque Development hosted the quarterly meeting of the Tri-State Economic Development Practitioners, bringing together economic development professionals from across the region. This network, facilitated and organized by Greater Dubuque Development, serves as a collaborative platform for regional economic development professionals to exchange ideas, share best practices, and explore cooperative actions.

[Read the Full Story >](#)



Interested in learning more about the Tri-State Economic Development Practitioners network?

Contact Jason White, Vice President of Business Services, at 563-557-9049 or jasonw@greaterdubuque.org.

Workforce Solutions

YOUR CAREER can be great here.

Just Announced. Attention Workforce Solutions Investors. Registration Open.

 **accessdubuquejobs.com**
Hiring Fair

Thursday, September 5 • Steeple Square

Rapid Response Efforts

AccessDubuqueJobs.com Hiring Fair Coming to Steeple Square on Thursday, September 5

Central to our ongoing rapid response efforts is ensuring dislocated workers in the region and beyond can connect with rewarding career opportunities awaiting them right here in the Greater Dubuque region. To that end, we will host an AccessDubuqueJobs.com Hiring Fair on Thursday, September 5 from 2:00 - 5:00 p.m. at Steeple Square at 101 E. 15th Street in Dubuque.

Workforce Solutions Investors can now [register online](#) to reserve a booth. Registration is free but limited to our Workforce Investors on a first-come, first-serve basis with approximately 50 spots available. The Hiring Fair will be open to all job seekers with special outreach to dislocated workers within the regional Greater Dubuque market.

[Registration Now Open for September 5 AccessDubuqueJobs.com Hiring Fair](#)



Interested in becoming a Workforce Solutions Investor to take part in this and future hiring events and career fairs?

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

Professional Development

August HR Professionals Cohort Canceled, Mark Your Calendars for November

Due to busy summer schedules, the quarterly HR Professional Cohort scheduled for Tuesday, August 6, 2024 has been canceled. This peer-to-peer learning network, open to all Workforce Solutions Investors, will reconvene on Tuesday, November 5, 2024 from 8:00 - 9:30 a.m. at the Northeast Iowa Community College Town Clock Business Center in downtown Dubuque.

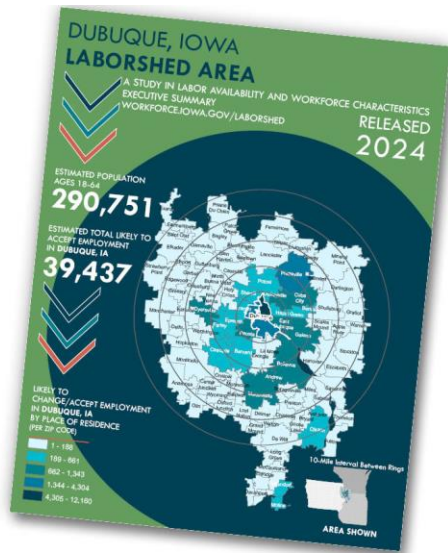
The topic for the November gathering will be “Connecting Through Conversations: The Power of One-on-One Meetings and Goal Alignment”, facilitated by Stacie Halverson, Vice President of Human Resources for Kendall Hunt Publishing/Westmark Enterprises/Great River Learning. Save the date for now and look for registration to open in September.



Interested in learning more about the HR Professionals Cohort?

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

Data & Resources



Download the 2024 Laborshed Area Study

The latest Dubuque Laborshed Study offers a comprehensive analysis of the workforce dynamics in the Greater Dubuque region. By focusing on major employers in Dubuque, the study tracks residential zip codes of employees and conducts extensive outreach to create a detailed picture of the workforce's characteristics.

[Learn More >](#)



Interested in learning more about the Dubuque Laborshed Area Study?

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

AccessDubuqueJobs.com Update

YOUR SUPPORT can be great here.

Invest in AccessDubuqueJobs.com and receive unlimited access to the top regional jobs site, expert assistance from our Workforce Solutions team, and a suite of newcomer service tools.

NEW Investors

- Dubuque Soccer Club
- Monastery Candies
- Tri-State Quality Metals

Renewed Investors

- BARD Materials
- Boys and Girls Club of Greater Dubuque
- Community Foundation Of Greater Dubuque
- Dubuque Fire Equipment
- EK Plastics
- Mount Carmel Bluffs
- Portzen Construction
- Premier Bank



Interested in becoming a Workforce Solutions Investor and access our complete suite of recruitment and retention tools?

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



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

Community Information

YOUR LIFE can be great here.

INCREASED FUNDING AVAILABLE!

NEIGHBORHOOD SUPPORT GRANTS
APPLY TODAY for up to \$2,500!

Community News

Grants for Neighborhood Projects Available

The City of Dubuque's [Neighborhood Support Grant program](#) is a neighborhood-based community development effort which supports groups of neighbors working to make a difference in their neighborhood and community. Grants of up to \$2,500 are now available to eligible groups and projects.

[Learn More >](#)



Preliminary conceptual rendering of 14th St. overpass of Elm St. Courtesy City of Dubuque.

Community News

Dubuque Awarded \$25 Million Federal RAISE Infrastructure Grant

The City of Dubuque has been awarded a \$25 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Infrastructure Implementation Grant from the U.S. Department of Transportation for a major, multi-phase infrastructure project in downtown Dubuque to build railroad overpass at 14th Street.

[Learn More >](#)



Courtesy of City of Dubuque.

Community News

Art on the River Opening Celebration Set for August 9

The public is invited to the opening reception of the 2024-25 Art on the River, the City of Dubuque's annual temporary public sculpture exhibit, on Friday, August 9, from 5:00 – 7:00 p.m. on the patio of the Grand River Center, 500 Bell St in the Port of Dubuque.

[Learn More >](#)



Upcoming Events

YOUR NETWORK can be great here.

Tuesday, August 6, 2024

S.M.A.R.T. Series: Strengthening Multi-Cultural Awareness with Real Talk

Creating Inclusive Environments in the Workplace

3:00 - 4:30 p.m. | Northeast Iowa Community College's Town Clock Business Center | 680 Main Street, Dubuque, IA

Join the Fountain of Youth and the Dubuque Area Chamber for the [S.M.A.R.T. Series](#) (Strengthening Multi-cultural Awareness with Real Talk), a program aimed at empowering businesses through diversity, equity, and inclusion (DEI). The program offers to help employers discover the missing puzzle pieces for an effective business model and unlock the potential of a diverse workforce. The August 6th session will cover importance of promoting diversity, actively recruiting those with diverse backgrounds, hold diversity training, encourage open communication, establish inclusive policies, and how you can lead by example. The cost per person is \$20 per session with all proceeds benefiting the [Fountain of Youth Program](#).

[Learn More >](#)

Wednesdays, October 2 - 20, 2024

Distinctively Dubuque

5:30 - 8:30 p.m. | Various Locations | Dubuque, IA

Distinctively Dubuque is a five-night course hosted by high-energy presenters with in-depth knowledge of the Greater Dubuque region and is designed for individuals who are new to the area within the last five years. Thanks to the generosity of our sponsors (the DRA, City of Dubuque, and Dubuque County), Distinctively Dubuque is offered free of charge. [Register online](#) or by contacting Mandi Dolson, Director of Workforce Recruitment & Retention for Greater Dubuque Development at 563-557-9049 or mandid@greaterdubuque.org.

[Register online >](#)

Wednesday, December 11, 2024

Safety Conference

8:00 a.m. - 3:30 p.m. | Northeast Iowa Community College | 8342 NICC Dr., Peosta, IA

Save the date for Northeast Iowa Community College's Safety Conference to be held at their Peosta campus in December. Throughout the day will be keynote speaker, Brad Livingston, followed by breakout sessions that will provide professional development and safety training information geared toward safety professionals in all business types. Registration opening soon!

Upcoming Religious Holidays & Cultural Observances

July | Disability Pride Month

August 9 | International Day of the World's Indigenous People

August 12 | International Youth Day

August 13 | Rish'A'Av (Jewish)

August 13 | Ullambana, also known as Obon (Buddhist)

August 19 | Raksha Bandhan (Hindu)

August 21 | Senior Citizen Day

August 23 | International Day for the Remembrance of the Slave Trade and its Abolition

August 26 | Krishna Janmashtami, also known as Jayanti (Hindu)

August 26 | Women's Equality Day

YOU Can Be Great Here Campaign

Our sights are set on 5 goals through 2027.

Grow our regional workforce to over 64,000 jobs.

Support median household income to reach \$76,000.

Encourage and facilitate \$1 billion of new construction.

Reduce regional poverty by 5%.

Reach a population of 105,000 in the Greater Dubuque region.

[View Progress](#)

View past issues of the newsletter [here](#).



YOU can be great here.

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"A thriving Dubuque County where all people and the environment are healthy, safe, and valued."

WHEN WEATHER *threatens*

When faced with threatening weather, we can take steps to keep ourselves and one another safe and healthy. When weather strikes, your trusted Emergency Management, Public Health, and Law Enforcement teams work together with your Municipal Officials to minimize injuries, prevent disease and illness, and ensure the safest living conditions for your community.

Preparation is Key

- Learn which weather events are likely in your area. In the summertime, Iowa may experience severe thunderstorms, tornadoes, floods, excessive heat, or wildfire smoke.
- Make a plan and ensure everyone in your family knows the drill.
- Check on neighbors, friends, and family, especially those at increased risk including children, older adults, and people with disabilities or chronic health conditions.
- Build a kit with supplies to sustain your family and pets for 3-5 days.
- Learn about the severe weather warning system in your area and tune in to your local radio and TV stations, a NOAA weather radio, or internet for up to date information and instructions.
- Stay informed! Your smart can and should alert you! Sign up for **Alert Iowa**, a free emergency notification service to receive time-sensitive local news such as weather, public safety and health advisories. To opt-in, simply text DUBUQUEIA to 672-83, download the Smart911 App, or scan the QR Code. If you do not have internet or need assistance, call Dubuque County EMA at (563)589-4170 or Public Health at (563)557-7396.



Safety During the Storm

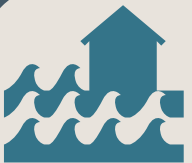
Some severe weather safety tips are well known, but other important things you may not have considered could save your life when weather threatens. Here are some lesser-known, but important suggestions to keep in mind.



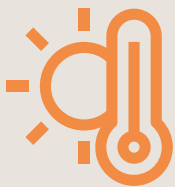
- Avoid contact with electrical equipment such as telephones and TVs.
- Avoid contact with plumbing. Do not take a shower, wash dishes, etc.
- Stay away from windows or doors, stay off porches.
- Stay tuned to your local radio and TV stations, a NOAA weather radio, or internet.
- Be aware of less obvious dangers such as falling trees and large hailstones.



- You may not have much time to seek shelter, when advised, seek shelter IMMEDIATELY in a storm cellar, basement, or inside room without windows on the lowest floor. Get under something sturdy and cover your head.
- Stay tuned to your local radio and TV stations, a NOAA weather radio, or internet.
- Don't rely only on tornado sirens as they aren't designed to be heard indoors.



- If flash flooding occurs, move immediately to higher ground.
- NEVER drive through a flooded road.
- Avoid contact with electrical equipment such as telephones and TVs.
- Stay tuned to your local radio and TV stations, a NOAA weather radio, or internet.



- Stay hydrated by drinking plenty of fluids, even if you don't feel thirsty.
- If possible, avoid being outdoors during the hottest part of the day (10a-2p).
- If you must be outdoors, dress in light, loose clothing and take frequent breaks.
- Recognize the signs of heat exhaustion & heat stroke and how to respond.
- Know your risk! Some medications lead to increased risk for heat stroke.



- When possible, remain indoors with windows and doors closed.
- If you must be outdoors, keep it brief, and use a disposable tight-fitting mask. Contact your local public health department for masks at (563)557-7396.
- Consider changing your A/C filter often or run a portable HEPA filter.

Hazards After a Storm

The storm is over, but that doesn't mean the danger is. Hidden dangers can remain even after a storm has passed. Too often, weather-related injuries are suffered during rescue and recovery attempts. Knowing what to do in the wake of a severe storm or disaster may be just as important to your family and community as proper preparation. Keep yourself and loved ones safe after the storm by following these safety tips.



Avoid moving water! If you must come in contact with floodwater, wash or sanitize your hands. Floodwater can contain many things that may be harmful, including germs, chemicals, livestock waste, stray animals, downed powerlines, and other contaminants that can make you sick.



Use caution near damaged buildings! Do not enter a damaged building until local authorities determine it is safe. Leave your home if you hear strange or unusual noises which could mean the building is about to collapse.



Stay clear of fallen power lines! Call 911 or the electric company. Never use a wet electrical device. If the power is out, use flashlights instead of candles. Keep a fire extinguisher handy and make sure that everyone in your family knows how to use it.



Consume ONLY safe food and water! Throw away perishable foods that not been refrigerated properly or have come in contact with flood water. Tap water may not be safe to drink. Be aware of boil advisories. If you have a private well, please see pages 4 and 5 of this newsletter for important safety information.



Prevent mold growth! Clean up and dry your home quickly after the storm or flood ends - within 24-28 hours. Air out your house by opening windows and doors. Use fans to dry wet areas. Discard any drywall and insulation that has been contaminated with floodwater. Thoroughly clean all wet surfaces with hot, soapy water and a bleach solution of 1 cup per 1 gallon of water. Always follow safety guidelines when using bleach!



Prevent carbon monoxide poisoning! Fuel-burning equipment creates carbon monoxide. This can include equipment like generators, pressure washers, charcoal grills, and camp stoves. You can't see or smell carbon monoxide, but if it builds up in your home, it can cause sudden illness or death. Never use fuel-burning equipment in your home, basement, or garage. Consider using a battery-operated carbon monoxide detector.



Seek disaster assistance! Notify your homeowners insurance company or an agent as soon as possible. The company will ask questions such as the type of storm, the date and time, and summary of damage. Voluntary resources such as the Red Cross, The Salvation Army and your local Community Organizations Active in Disasters can provide critical assistance. Learn about Disaster Proclamations that may have been activated by the Governor.

Well Flooding Guidance

Wells located in areas that have been flooded or wells with sources influenced by flood waters should view this guidance. **In general, wells should be inspected, disinfected, and sampled after flooding and prior to being used.**

Steps to Take following Flooding

- Do not drink or use the well water until the water is proven safe.
- Switch to an alternate water source, such as bottled water for drinking, brushing teeth, cooking, etc., until your well is proven safe.
- If no alternate water source is available, and the well water is clear, boil it for a minimum of 1 minute to remove bacteria, protozoa, and viruses. Note that boiling water can increase concentrations of inorganic chemicals such as nitrates. Do not boil and consume muddy, discolored, or sediment laden water.
- Muddy or discolored water means your well has been influenced by surface water or flood waters. Run a hose from an outside spigot until it runs clear and free of sediment.
- Contact your [local county health department](#) to sample your well for bacteria and nitrates.
- Contact a [certified well contractor](#) to perform a well assessment and disinfection of the well system.
- DO NOT attempt to repair the pump or any electrical parts on your own, especially during flooding. This must be done by a certified well contractor and there are large electrocution risks associated with well pumps.
- If you are in a water emergency and you cannot get in touch with a certified well contractor, you can perform **emergency shock chlorination**.



Image source: <https://investigatemidwest.org/2019/06/09/sw-iowa-flood-adds-to-safe-drinking-water-challenges/>

Emergency Shock Chlorination

See page 2 for directions on measuring and mixing bleach for your well.

1. Run the well water from a hose away from the well until it's the water is clear.
2. Turn off all electricity to the well. Call a professional if needed.
3. Remove the well cap or seal and use the funnel or the bucket to pour the bleach mixture down the well (see table on back for bleach mixing instructions)
4. Run a hose from an outside spigot into the well casing (where you added bleach).
5. Turn on the spigot and wait until you start to smell bleach coming from the hose.
6. Coat all sides of the interior well casing with the bleach water, then shut off the hose spigot.
7. If you have water treatment system, turn on the bypass valve. Do not run bleach water through your treatment system.
8. Turn on all interior and exterior COLD water faucets until the chlorine smell can be detected coming from all faucets.
9. Immediately shut off all faucets and wait at least 12 hours before turning the faucets back on. Do not turn on or consume any water during that time.
10. After the waiting period, turn on all cold water faucets and run until chlorine is no longer detected.
11. Have the water tested as soon as possible to determine if the water is safe.

1

04/2023 ESD



Well Flooding Guidance

Proper disinfection requires bleach concentrations 100 mg/L or greater and a minimum of 12 hours contact time with the whole water system. The tables below show amount of bleach needed based on your well diameter and water column depth. If you do not know the depth of your well and the depth to your water, you cannot calculate the correct amount. In that case, please contact a [certified well contractor](#) to perform the work. These concentrations require a minimum 12 hour contact time. Mix the amounts below into a 5 gallon bucket with clean water, then use the procedure stated on page 1. You will need a 5 gallon bucket, hose, outside spigot, wrench, latex gloves, and eye protection.

Dug or Bored Well

Depth of Water	Diameter of Well					
	0.5 foot	1 foot	2 feet	3 feet	4 feet	5 feet
10 feet	1/2 cup	1-3/4 cups	7 cups	1 gal	1-3/4 gal	2-3/4 gal
20 feet	1 cup	3-1/2 cups	14 cups	2 gal	3-1/2 gal	5-1/2 gal
30 feet	1-1/2 cups	5-1/4 cups	1-1/4 gal	3 gal	5-1/4 gal	8-1/4 gal
40 feet	2 cups	7 cups	1-3/4 gal	4 gal	7 gal	11 gal
50 feet	2-1/2 cups	8-3/4 cups	2-1/4 gal	5 gal	8-3/4 gal	13-3/4 gal

Drilled or Sandpoint Well

Depth of Water	Diameter of Well Casing						
	2 inches	4 inches	6 inches	8 inches	10 inches	24 inches	36 inches
10 feet	3/4 tbsp	3-1/4 tbsp	1/2 cup	3/4 cup	1-1/4 cups	7 cups	1 gal
20 feet	1-1/2 tbsp	6-1/2 tbsp	1 cup	1-1/2 cups	2-1/2 cups	14 cups	2 gal
30 feet	2-1/4 tbsp	9-3/4 tbsp	1-1/2 cups	2-1/4 cups	3-3/4 cups	1-1/4 gal	3 gal
40 feet	3 tbsp	13 tbsp	2 cups	3 cups	5 cups	1-3/4 gal	4 gal
50 feet	3-3/4 tbsp	1 cup	2-1/2 cups	3-3/4 cups	6-1/4 cups	2-1/4 gal	5 gal
100 feet	7-1/2 tbsp	2 cups	5 cups	7-1/2 cups	12-1/2 cups	4-1/2 gal	10 gal

Source: <https://www.cdc.gov/healthywater/emergency/drinking/private-drinking-wells.html>

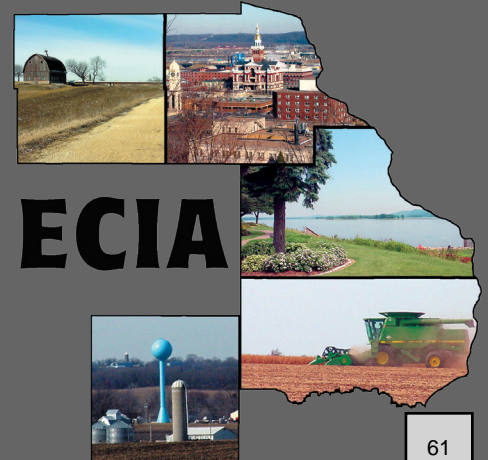
july 2024

ecia spotlight



Roseann Sabers, ECIA Documentation Specialist promoting the ECIA Home Repair Program at the Dubuque County Fair kid's event last week.

Making Homes Safer



KIB Volunteer Spotlight

Item 14.

Each month, Keep Iowa Beautiful (KIB) shines a spotlight on the amazing volunteers who help them achieve their mission and strengthen their community. Learn more about an integral member of the Worthington KIB Hometown Pride Committee, Jill Klaren!

“Jill has really stepped up for our committee – coming up with new fundraising ideas, projects, and positivity that she has brought to the rest of the group. She was the catalyst for some of Worthington’s big fundraising events such as Saint Nick’s Night and Worthington’s First Annual Harvest Festival. She also knew the artist that was able to create the mockup for the mural we’re planning on doing this year. We are so happy that she’s been excited and helpful in conducting these events and presenting her ideas to the rest of the group!” – Dylan Michels, Worthington Hometown Pride Coach.

Sign up for the KIB Newsletter to stay up to date with everything happening around the state and in our communities <https://keepiowabeautiful.org/>.



Maquoketa City Manager Recognized

Congratulations to Maquoketa City Manager Joshua Boldt for his selection of this year’s Emerging Leader Award from the Iowa City/County Management Association (IaCMA). The award recognizes a local government and the chief administrator or assistant chief administrator in recognition of their innovative and successful programs, and the recipient must be in their first time in the position.

Josh Boldt (pictured between City of Dubuque Assistant City Manager Cori Burbach and West Branch City Administrator Adam Kofoed) graciously commented, “It’s a true team effort here and sometimes I just know how to stay out of the way.”

Roast and Toast Receives Grant

It’s rare when for-profit businesses are eligible to apply for grants. But thanks to the Backing Small Businesses program, launched in 2021 by American Express and Main Street America, 500 small business owners were awarded \$10,000 each through a competitive application process this month. Roast and Toast, a coffee and wine shop based in Delhi, applied and secured one of these uncommon grants. “We are going to use the money to improve some equipment in our store so we can run more effectively. One thing we are upgrading is our oven so we can bake more goods in a shorter amount of time,” said Emily Preussner, manager of Roast and Toast.

“Later this year, we (all the successful applicants) have the chance to apply for an additional \$30,000 that will be awarded to 25 small businesses. Half of that award must be used for community development,” commented Nancy Preussner, Roast and Toast owner.

Since the program’s initial launch, it has provided over \$9 million in grants to 1,180 small business owners nationwide to help economically vulnerable small business owners recover from the COVID-19 pandemic and grow their businesses.

ECIA Region Awarded \$3 MM

Item 14.

ECIA was recently selected to receive an additional \$3 million through the Bipartisan Infrastructure Law (BIL), because of its existing high-performing Brownfield Revolving Loan Fund (RLF) program. ECIA's existing RLF program has successfully made loans or subgrants leading to three brownfield cleanup projects that are either completed or in progress. The BIL grant will extend program capacity to provide funding for more cleanups in the ECIA region.

"The EPA Brownfields RLF supplemental funds provides critical dollars to aid communities in removing environmental contaminants and cleanup sites. This funding will replenish ECIA's revolving loan fund, enabling us to disburse and revolve funds for even more brownfield cleanup projects," said ECIA Development Coordinator and Brownfields Project Manager, Dawn Danielson. The ECIA Brownfield RLF program offers low interest rates with loan

terms up to five years. A portion of the loan may be forgiven upon completion of the cleanup project. Any public or private entity looking to clean up a contaminated property and not the responsible party for the contamination may be eligible to borrow RLF funds for the cleanup. ECIA accepts loan requests year-round on a first come first served basis for as long as funds remain available.



EPA Region 7 Brownfields and Land Revitalization Branch Supervisor Stanley Walker presents check to ECIA Brownfield Development Coordinator Dawn Danielson

One example of EPA RLF funding is ECIA financing the remediation of the 1000 Block of South 4th St in Clinton. The block consisted of five properties, each with main floor commercial space and upper-story housing. The derelict properties sat vacant for over 20 years. In 2023 the City was awarded an EPA cleanup grant and applied for loan assistance from ECIA's Brownfield RLF to fund demolition and dispose of all material as hazardous waste due to asbestos contamination. Site cleanup was completed April 30, 2024. Redevelopment plans include possible housing and commercial use. Additionally, ECIA funded the cleanup of two properties in Stanwood in 2023 and has committed funds to a cleanup of the former YMCA in Clinton.

ECIA is accepting applications for Brownfields RLF financing. For more information contact Dawn at ddanielson@ecia.org.

ECIA Seeking Input

ECIA is partnering with the Institute for Transportation at Iowa State University to develop a transportation safety plan "to identify issues and eliminate fatalities and serious injuries for all roadway users - pedestrians, bicyclists, transit users, and drivers," according to ECIA. The plan will examine infrastructure projects and policies aimed at addressing safety issues, as well as ways to fund and implement recommendations.

The plan will cover 58 cities, 57 of which are in Delaware, Dubuque, Jackson and Clinton counties in Iowa. The other city is East Dubuque, Ill.

As part of the development of the plan, "staff seek community input to help identify areas unsafe for walking, biking, driving or using transit," an online announcement states.

ECIA will be at the Manchester Farmers Market from 7:30 to 11 a.m. on Aug. 17.

Area residents also can give their feedback via an online survey. More information and the survey are available at eciatrans.org/transportation_safety_plan/index.php.

Making Homes Safer

Item 14.



before

Just west of Bankston and north of Farley in Dubuque County sits a an old, two-story farmhouse along the road with a view of the vast countryside. Jeremy and Melanie Junk live in the house pictured above with their three children and noticed their siding was in rough shape from all the wind that whips through the area, with some of the original wood siding even exposed in the process.

The family signed up for the Home Repair Program and because the home was built in 1925, they were directed to the Lead Paint and Healthy Homes program (LPHH). Once deemed eligible, our certified lead inspectors were able to confirm that the exposed siding with peeling paint on it, was indeed, lead. “The house had aluminum siding over top of original wood siding that had been painted with lead paint, but storm damage and wind had taken its toll and exposed a lot of the original siding,” said home inspector Kyle Finke.

Along with siding the home to make it lead safe, the program was also able to address other safety and health hazards in the home. The LPHH program replaced an old, deficient furnace with a new energy efficient furnace, added smoke detectors, installed GFCI outlets in the kitchen and throughout the house, replaced a broken window, installed a new, safer door, and added downspout extensions to the gutters.



“This project exemplifies the true purpose of the LPHH program. This family, living in a large older home, faced multiple challenges in maintenance, upkeep, and repair of the home. Program staff were able to step in and complete transformational work that addressed health and safety deficiencies that were a detriment to the health of the family. The most successful project outcome is that this home is healthy and safe for the children. A secondary outcome is a beautiful home!” said LPHH Program Manager Kim Glaser.

For more information, please call 563-690-5776 or email homerepairs@ecia.org.

EIRHA Receives Funding

Item 14.

HUD awards \$104,300 to EIRHA. The U.S. Department of Housing and Urban Development (HUD) announced that it will award \$10 million to 65 Public Housing Agencies (PHAs) in 32 states across the country to make needed capital improvements in public housing developments. These funds will enhance safety and security for residents.

The Eastern Iowa Regional Housing Authority (EIRHA) will use these funds to update the fire alarm systems in the elderly units, purchase fire rated doors, purchase new sealed battery smoke and CO2 detectors, and new fire extinguishers for all elderly complexes.

The funds are awarded through HUD's Capital Fund Emergency Safety and Security Program, which supports public housing authorities as they address the safety of public housing residents. These grants may be used to install, repair, or replace capital equipment or systems that contribute to a safer living environment for residents, including security systems/surveillance cameras, fencing, lighting systems, emergency alarm systems, window bars, deadbolt locks, doors, and carbon monoxide detectors.

HUD also awarded EIRHA \$12,675 to provide housing counseling services. Carl Reimer, EIRHA's HUD certified Housing Counselor, is the point of contact and will provide the home buyer education services to the qualifying families.

EIRHA Passes HUD Inspection with Flying Colors!

HUD suspended the Uniform Physical Condition Standard (UPCS) inspection and implemented the National Standards for the Physical Inspection of Real Estate (NSPIRE) inspection. The new NSPIRE model prioritizes health, safety and functional defects over appearance.

The HUD NSPIRE inspection of EIRHA's public housing units was conducted in April, 2024 and the EIRHA was awarded a score of 94/100! EIRHA's Director of Housing and Support Services, Michelle Schnier shared, "This is amazing considering we were told most PHA's are scoring a lot lower with the new NSPIRE inspection process than through the old inspections conducted through UPCS. Our maintenance staff, Leonard O'Connell and Ben Cooper worked hard at preparing the units and attending training to ensure that our score would be above 90. They worked in conjunction with Carl Reimer, Kristi Oberhoffer, and Michelle Huseman who also went through the training and worked with the tenants to keep their units in good shape. They all did an outstanding job!"



Raising Awareness in a Creative Way

Item 14.

On June 7th, more than 200 people attended the @HOME Photovoice opening reception to learn more about Community Solutions of Eastern Iowa (CSEI) and to see photographs from 21 local photographers of what “home” means to them.

Photovoice is a research method that was developed about 25 years ago. The intent is to gather participant-taken photographs and narratives to translate experience into actionable knowledge.

“We had been looking for a meaningful way to share what we do day in and day out - help people have a home and help people keep their homes - but we found that most people didn’t know the name of our organization, much less what we do. Using photovoice principles is a perfect fit for what we want to communicate: everyone has an idea of what home means to them. It’s deeply personal”, stated Jennifer Walker, Director of Special Programs ECIA/CSEI.

ECIA Board members Beth Bonz and Cori Burbach, along with the Community Foundation of Greater Dubuque’s Jason Neises and his wife, Erin, were guest bartenders. More than 200 people attended the opening reception. The exhibit was open until July 20th.

Subscribe to CSEI’s newsletter <https://tinyurl.com/cseinews>, and learn more at cseiowa.org.



The photographers!





Debbie Maier
37 years



Michelle Huseman
36 years



Matt Specht
21 years



Craig Elskamp
6 years



Kyle Finke
2 years



Jack Studier
1 year



Christine Efferding
1 year

well done!



Kathleen Hoffmann
July 1



McKenna Leuchtenmacher
July 1



Rebecca Kennedy
July 22

ECIA Anniversaries & New Hires in June and July

Congratulations to the above staff who recently celebrated work anniversaries or are new to ECIA. Your dedication and hard work in and for the ECIA region are truly appreciated.

RESOLUTION NO. 50-24

Approving SW Drainage Area Agreement

WHEREAS, the City of Dyersville, Iowa (“City”), Lakeview Estates, LLC (“Lakeview”), K&K Building and Supply, Inc. (“K&K”), and Engineering Services and Products Company d/b/a Farm Tek (“Farm Tek”) has prepared a SW Drainage Area Agreement; and,

WHEREAS, the City, Lakeview, K&K, and Farm Tek are collectively referred to herein as the “Parties”; and,

WHEREAS, the Parties seek to outline current and future economic development opportunities and address future needs of the watershed extending from south of Highway 20 to the discharge point along Bear Creek, following the primary drainage way that runs parallel to 11th Street SW; and,

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

Section 1. The SW Drainage Area Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver it on behalf of the City.

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

Passed and approved August 5, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

SW Drainage Area Agreement

This SW Drainage Area Agreement (“Agreement”) is entered into as of the last date written below by and between the City of Dyersville, Iowa (“City”), Lakeview Estates, LLC (“Lakeview”), K&K Building and Supply, Inc. (“K&K”), and Engineering Services and Products Company d/b/a Farm Tek (“Farm Tek”). The City, Lakeview, K&K, and Farm Tek are collectively referred to herein as the “Parties”.

Recitals

WHEREAS, the Parties seek to outline current and future economic development opportunities and address future needs of the watershed extending from south of Highway 20 to the discharge point along Bear Creek, following the primary drainage way that runs parallel to 11th Street SW;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. **Recitals.** The Parties acknowledge that the preceding Recitals are true and correct and are hereby incorporated as material parts of this Agreement.
2. **Lakeview Estates, LLC Commitment:**
 - Lakeview agrees to use its best efforts to develop at least 20 residential lots on its real estate.
 - Lakeview shall obtain a sanitary sewer easement from K&K and, in consideration, will restore all surface conditions to their original state post-installation or repair of the sanitary sewer main.
 - Lakeview will install up to seven wyes on the sewer main located on K&K’s Property at specified locations by K&K at or before construction at Lakeview’s expense.
 - The sewer easement and mains will be transferred to the City upon final acceptance of the construction project.
3. **K&K Building and Supply, Inc. Commitment:**
 - K&K agrees to use its best efforts to develop at least 24 residential lots in their real estate.
 - In consideration of this development, the city agrees to negotiate and consider entering into a residential development agreement with K&K.
 - The city will consider economic development incentives for street pavement with Portland Cement Concrete and reimbursement for the material cost difference for a minimum thirty-six inch reinforced concrete storm pipe.

4. Farm Tek Commitment:

- Farm Tek owns Real Estate south of 12th Avenue SW for future industrial development.
- The Parties agree to use their best efforts to improve the current drainage system on the south side of 12th Avenue SW to Bear Creek.
- K&K agrees to convey a portion of their Real Estate between the drainage way and 11th Street SW to Farm Tek for drainage improvements.
- In exchange, Farm Tek agrees that K&K will have the first rights to any excess subsurface soil material on the Real Estate.
- If the Real Estate is sold, the City and Farm Tek will use their best efforts to enter into an economic development agreement for a grant to assist in reimbursement costs for engineering and construction of stormwater infrastructure improvements.
- The engineering will be approved by all Parties before commencement of construction.

5. Non-Binding Effect. This Agreement is non-binding and is intended only as a framework for further discussion and negotiation.

6. Miscellaneous

- a. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one document.
- b. This Agreement shall be governed by the laws of the State of Iowa and any dispute arising herefrom shall be brought only in the courts of the State of Iowa located in Dubuque County, Iowa.

The remainder of this page was intentionally left blank. Signature page(s) follow on next page.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set beside the signatures below.

THE CITY OF DYERSVILLE

By: _____ Date: _____
Its: _____

ATTEST:

By: _____ Date: _____
Its: _____

LAKEVIEW ESTATES, LLC

By: _____ Date: _____
Its: _____

K&K BUILDING AND SUPPLY, INC.

By: _____ Date: _____
Its: _____

**ENGINEERING SERVICES AND PRODUCTS
COMPANY d/b/a FARM TEK**

By: _____ Date: _____
Its: _____

RESOLUTION NO. 51-24

To fix a date of the meeting at which it is proposed to approve a Residential Development Agreement with K&K Building and Supply, Inc.

WHEREAS, the City proposes to enter into an agreement (the “Residential Development Agreement”) with K&K Building Supply, Inc. (the “Developer”) with respect to the development of a residential subdivision; and,

WHEREAS, the Residential Development Agreement would provide for infrastructure assistance to the Developer related to the development of residential subdivision within the municipal boundaries of Dyersville; and,

WHEREAS, it is necessary to set a date for a public hearing on the Residential Development Agreement, pursuant to Chapter 15A of the Code of Iowa;

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

Section 1. This Council shall meet on the 19th day of August 2024, at 6:00 PM, at the Memorial Building, 340 1st Avenue East, in the City, at which time and place proceedings will be instituted and action taken to approve the Residential Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF RESIDENTIAL
DEVELOPMENT AGREEMENT WITH K&K BUILDING AND SUPPLY,
INC.

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on the 19th day of August 2024, at 6:00 PM, at which time and place proceedings will be instituted and action taken to approve a Residential Development Agreement between the City and K&K Building and Supply, Inc. with respect to the development of a single-family residential subdivision, which provides for infrastructure assistance to the Developer related to the development of the residential subdivision with the municipal boundaries of Dyersville.

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

This notice is given by order of the City Council of Dyersville, Iowa, in accordance with Chapter 15A of the Code of Iowa.

Tricia L. Maiers,
City Clerk

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

Passed and approved August 5, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

RESIDENTIAL DEVELOPMENT AGREEMENT

This Residential Development Agreement, including Exhibits (the “Agreement”), is entered into between the City of Dyersville, Iowa (the “City”), and K&K Building Supply, Inc. (the “Developer”), as of the ____ day of August 2024.

Preamble

WHEREAS, the Developer is the legal owner of real estate record, the legal description of which is more specifically described on Exhibit A and shown on the map on Exhibit B (the “Property”). That, as of the date of this Agreement, said real estate is currently inside the corporate city limits of the City of Dyersville, Iowa; and,

WHEREAS, the Developer intends to either subdivide, develop or both in 2025; and,

WHEREAS, the City wishes to encourage more development of single-family residential housing units in the City; and,

WHEREAS, Chapter 15A of the Code of Iowa grants City the authority to enter into development agreements with private entities to provide for the proper development and use of real property within the corporate limits area; and,

WHEREAS, the Developer intends to develop its real property into a residential subdivision, which is proposed for inclusion in the City and is more specifically described on Exhibit C and shown on the map on Exhibit D hereto (the “Project”); and,

WHEREAS, the City and the Developer intend that the development of a residential subdivision on the Property be undertaken and the subsequent development of single-family residential units; and,

WHEREAS, the Project requires extraordinary development costs related to the construction of improvements and other necessary infrastructure improvements; and,

WHEREAS, the City desires to provide infrastructure assistance to the Developer related to the development of the Project within the municipal boundaries of City; and,

WHEREAS, the City has reviewed the Developer’s request and other relevant provisions of the Dyersville City Code of Ordinances and finds that the economic benefit to City by virtue of the this Project being built in City is demonstrated and that the proposal is eligible for economic incentives, based upon the following findings:

- A. The Project proposal shows that there would be potential incremental revenue to City from the operation of the Project that is not now being received; and,
- B. The Project will increase the property tax and sales tax base in City.

WHEREAS, this Agreement is consistent with City's past and present policies on granting of economic development incentives and is in the best interest of City; and,

WHEREAS, the City Council finds that entering into this Agreement will serve to benefit and advance the public interest and welfare of City and its citizens by securing the development of the Project within City; and,

WHEREAS, the City is willing to undertake such proposed obligations provided that the Developer agrees to undertake the promotion and development of single-family and multi-family residential units within the Project; and,

WHEREAS, it is now necessary to set forth the agreement between the City and the Developer with respect to the Development of the Property; and,

NOW THEREFORE, the parties hereto agree as follows:

A. Agreement Terms and Provisions

1. General Terms.

1.1. This Agreement is made pursuant to and in accordance with the provisions of 15A of the Code of Iowa. The foregoing preambles and recitations are made part of this Agreement.

2. Duration of Agreement.

2.1. This Agreement will remain in effect for five (5) years from the date of final acceptance of the Infrastructure Improvements by the city of Dyersville, as provided within section B2.

B. Developer's Covenants

1. Development of the Property.

1.1. The Developer agrees to use its best efforts on the Property to cause the construction and development of a single residential subdivision and the establishment of a minimum of twenty-four (24) residential lots prior to December 1, 2025, in accordance with Chapter 166 of the Code of Ordinances for the City of Dyersville except as otherwise provided for herein, and as normally provided by the City of Dyersville, Iowa.

1.2. The Developer shall not commence construction or development of the infrastructure or any construction, work, development or activity associated with or required for the construction or installation of the Infrastructure (including but not limited to excavations in roads, sanitary sewer improvements, and water improvements), either within or external to the Project until written consent to commence is obtained from the City.

- 1.3. The Developer shall employ a state certified Professional Engineer to design and supervise all work to be carried out in regards to the Infrastructure Improvements under this Agreement.
- 1.4. The Developer agrees to construct the foregoing Infrastructure Improvements in accordance with the plans and specifications approved by the City Council, under the supervision of the Developer's Engineer. Any changes in the plans and specifications must be approved by the Developer's Engineer and a revised plan and specification submitted to the City for approval. The Engineer shall certify to the substantial compliance with said plans upon completion. That upon completion, Developer's Engineer shall provide a complete set of as built drawings which must be received prior to final acceptance of this Project.
- 1.5. The Developer grants to the City, its representatives, agents and contractors the free and uninterrupted access to any and all parts of the lands for the purpose of making inspections and taking samples of materials being used in connection with the construction and installation of the Infrastructure.
- 1.6. If the Developer fails to comply with any of the terms and conditions of this Agreement as required herein, the City Administrator or Mayor may order (either verbally or in writing) the immediate stoppage of any and all work associated with the non-compliance and the removal of materials considered to be unsatisfactory in the opinion of the City and the Developer shall immediately comply with any such order.

2. Infrastructure Improvements.

- 2.1. The Developer agrees to dedicate to the City such construction easements, permanent easements, rights-of-way and/or other real property interests (collectively the "Infrastructure Property Interests") from the Property as are reasonably requested by the City. The Developer acknowledges that the timing of such dedications and the scope and location of the Infrastructure Property Interests shall be determined by the City in order to best accommodate the tailoring of the Infrastructure Project for the development needs of the Project.
- 2.2. The Developer agrees to install the streets to grade and curb and gutter and surface the streets in accordance with Chapter 166 of the Code or Ordinances.
- 2.3. The Developer agrees to install sanitary sewer mains and sewer service laterals in accordance with Chapter 166 of the Code of Ordinances for the City of Dyersville. Prior to installation of said sanitary sewer mains

and sewer service laterals, plans and specifications shall be approved by the City.

- 2.4. The Developer agrees to install potable water mains and water service laterals in accordance with Chapter 166 of the Code of Ordinances for the City of Dyersville. Prior to installation of said potable water mains and water service laterals, plans and specifications shall be approved by the City.
- 2.5. The Developer agrees to install a storm sewers and catch basins in accordance with Chapter 166 of the Code of Ordinances for the City of Dyersville. Prior to installation of said storm sewers and catch basins, plans and specifications shall be approved by the City.
- 2.6. The Developer agrees to maintain Infrastructure Improvements for a period of two (2) years from the date of their acceptance by the City.
- 2.7. The Developer agrees to provide the forgoing construction and maintenance at the sole expense of the Developer as the Property Owner, except as otherwise provided for in this Agreement.
- 2.8. The Developer or Owner of the lot shall install sidewalks in accordance with Chapter 136 and 166 of the Ordinances for the City of Dyersville at such time a residential unit has been constructed on a single-family residential lot subdivided as part of this Project.

3. Platting and Engineering of the Property.

The Developer shall be responsible for carrying out the future platting, preparation and development of the Property and for paying the costs thereof, including legal and engineering expenses, except as otherwise provided for in this Agreement.

C. City's Obligations

1. Economic Development Incentives.

- 1.1. The Developer shall install street pavement with Portland Cement Concrete as provided in Section 166.07(E) of the Code of Ordinances for the City of Dyersville. The City shall reimburse the Developer \$25.00 for each square yard of Portland Cement Concrete Pavement street, exclusive of curb and gutter. That reimbursement shall be made when the Developer's Engineer Certifies the final amount of Portland Cement Concrete Pavement installed that is eligible for reimbursement.
- 1.2. The City shall reimburse the Developer for only the material cost difference above and beyond a minimum thirty-six (36) inch reinforced concrete storm sewer pipe. That reimbursement shall be made upon the successful completion of the storm sewer infrastructure improvements to

the Property and at such time the City approves the Developer's detailed statement of the actual costs for the infrastructure improvements

- 1.3. The City shall reimburse the Developer for only the material cost difference above and beyond the minimum Infrastructure Improvement standards as provided under Chapter 166 of the Code of Ordinances for the City of Dyersville. That reimbursement shall be made upon the successful completion of the infrastructure improvements to the Property and at such time the City approves the Developer's detailed statement of the actual costs for the infrastructure improvements.

2. Other City Incentives

- 2.1. For a period of five (5) years from the date of this Agreement, the City shall agree to reimburse the Developer for only the material costs of the sidewalk improvements as provided under Chapter 136 and 166 of the Code of Ordinances for the City of Dyersville. That reimbursement shall be made upon the successful completion of the sidewalk improvement to the Property and at such time the City approves the Developer's detailed statement of the actual costs for the sidewalk improvement.

D. Administrative Provisions

1. **Assignment.** This Agreement may not be amended or assigned by either party without the express permission of the other party.
2. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
3. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.
4. **Preamble.** All terms and definitions set forth in the Preamble of this Agreement shall apply and be binding as if set forth thereafter.
5. **Notice.** Any notices, demand or other communication permitted or required to be given under this Agreement shall be deemed given if either personally delivered or delivered by U.S. Certified Mail, postage prepaid, return receipt requested, or by recognized overnight courier such as Federal Express, U.P.S., or Airborne, and addressed as follows:

To City:	City Administrator City of Dyersville 340 First Avenue East Dyersville, Iowa 52040-1298
----------	--

To Developer: Developer
 K&K Building and Supply, Inc.
 Dyersville, IA 52040

Changes in the above address may be made by notifying the other party as described above. Notices shall not be deemed effective until received by the party being notified.

6. Indemnification. It is hereby agreed that the Developer shall indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including 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:

(a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the development of the Property, excluding the Infrastructure Project; and

(b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Developer will insure against in connection with the development of the Property, excluding the Infrastructure Project; and

(c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Developer or any of its agents in its or their capacity as an employer of a person in connection with the development of the Property, excluding the Infrastructure Project.

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

7. Acknowledgement. The City acknowledges that Developer shall use restrictive covenants related to development, which covenants may specify what building materials may be used for homes in the development, require certain square footages for structures and similar such covenants and restrictions. In no event shall such restrictive covenants be less restrictive than the Ordinances of City.

END OF AGREEMENT

[Signature Page Follows Next]

Signature Page

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

CITY OF DYERSVILLE, IOWA

By _____
Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

K&K BUILDING SUPPLY, INC.

By

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Dyersville, County of Delaware, State of Iowa more particularly described as follows:

EXHIBIT B
MAP OF THE PROPERTY

EXHIBIT C
LEGAL DESCRIPTION OF THE PROJECT

Certain real property situated in the City of Dyersville, County of Delaware, State of Iowa more particularly described as follows:

EXHIBIT D
MAP OF THE PROJECT

RESOLUTION NO. 52-24

To fix a date of meeting at which it is proposed to approve an Offer to Buy Real Estate and Acceptance Agreement with Timothy P. and Brenda Greenwood

WHEREAS, the City of Dyersville, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City and State of Iowa will finance the acquisition of real estate, described as follows:

Parcel 1:

Lot 2 of Hyler & Loop Second Addition in the City of Dyersville, Delaware County, Iowa (Parcel ID 530000103300).

Parcel 2:

Lot 3 of Hyler & Loop Second Addition in the City of Dyersville, Delaware County, Iowa (Parcel ID 530000103320); and,

WHEREAS, the City proposes to enter into an Offer to Buy Real Estate and Acceptance Agreement with Timothy P. and Brenda Greenwood; and

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

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

Section 1. This Council shall meet on the 19th day of August, 2024, at 6:00 PM, at the Memorial Building, 340 1st Avenue East, in the City, at which time and place proceedings will be instituted and action taken to approve the Offer to Buy Real Estate and Acceptance Agreement and to authorize City Administrator to enter into said agreement with Timothy P. and Brenda Greenwood.

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

NOTICE OF MEETING FOR APPROVAL OF AN OFFER TO BUY REAL ESTATE AND
ACCEPTANCE AGREEMENT WITH TIMOTHY P. AND BRENDA GREENWOOD AND
AUTHORIZATION OF CITY ADMINISTRATOR TO ENTER INTO SAID AGREEMENT

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on the 19th day of August, 2024, at 6:00 PM, at which time and place proceedings will be instituted and action taken to approve an Offer to Buy Real Estate and Acceptance Agreement between the City and Timothy P. and Brenda Greenwood with respect to the acquisition of real estate, described as follows:

Parcel 1:

Lot 2 of Hyler & Loop Second Addition in the City of Dyersville, Delaware County, Iowa (Parcel ID 530000103300).

Parcel 2:

Lot 3 of Hyler & Loop Second Addition in the City of Dyersville, Delaware County, Iowa (Parcel ID 530000103320).

Copies of the Real Estate Contract Installments Agreement are available at the City Clerk's office.

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

This notice is given by order of the City Council of Dyersville, Iowa, in accordance with Chapter 73A of the Code of Iowa.

Tricia L. Maiers,
City Clerk

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

Passed and approved August 5, 2024.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk



AGENCY/POLICY DISCLOSURE AND DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION

(Should be presented at earliest possible convenience - must be signed by Seller or Buyer prior to making or reviewing an Offer)

When you enter into a discussion with a Brokerage (and their affiliated real estate licensees) regarding a real estate transaction, you should understand how the Brokerage is representing each party in the transaction. More importantly, you should understand how that agency relationship impacts your relationship with the licensee. **The term "Broker" or "Brokerage" shall hereinafter refer to: (Brokerage/firm) American Realty Ashley Cosselman, and Brokerage's affiliated licensees (brokers and salespersons). The term "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. A "Client" is a party to a transaction who has an agency agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.**

A. TYPES OF AGENCY REPRESENTATION AND THE POLICY BROKERAGE MAY ELECT UNDER EACH.

Prior to Buyer or Seller giving confidential information they should understand a variety of representation options exist in real estate transactions. Below are a list of representation options available and the policy Brokerage may elect in regard to each. Brokerage will provide a separate Agreement establishing which agency relationship is offered to Buyer or Seller.

Brokerage has "checked" the appropriate box(es) for the policy that applies to Brokerage:

☒ **1. SELLER AGENCY. Single Seller Agency** exists when Brokerage and Seller enter into a real estate "Exclusive Listing Agreement" and the property is sold to a "Customer" of a different real estate company. Brokerage and Broker's affiliated licensees' policy is to represent the Seller as a "Client" in this case. **In Single Seller Agency, Broker does not also represent the Buyer in the transaction.**

☒ **2. BUYER AGENCY. Single Buyer Agency** exists when Brokerage and Buyer enter into a "Buyer Agency Agreement" and Brokerage or an affiliated licensee assist Buyer in writing an offer to purchase property and the property is listed with a different real estate company or offered by owner. Brokerage and Broker's affiliated licensees' policy is to represent Buyer as a "Client" in this case. In this type of agency representation Broker may receive compensation for the transaction from the listing real estate company pursuant to a cooperation agreement between the two companies. **In Single Buyer Agency, Broker does not also represent the Seller in the transaction.**

☐ **3. APPOINTED/DESIGNATED AGENCY.**

- a. Appointed/Designated Seller Agency** exists when Brokerage appoints/designates an affiliated licensee, the listing agent, to act on Seller's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- b. Appointed/Designated Buyer Agency** exists when Brokerage appoints/designates an affiliated licensee, the selling agent, to act on Buyer's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- c. In the event an Appointed/Designated Licensee personally represents both Seller and Buyer in the same transaction, that Appointed/Designated Agency is considered to be a Consensual Dual Agency (see 4. below).**

☒ **4. CONSENSUAL DUAL AGENCY.**

- a.** When Brokerage (or an Appointed Seller or Buyer Agent, as defined in 3a. and 3b. above) both lists and sells the property, it is the policy of Brokerage and Brokerage's affiliated salespersons to represent both Seller and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to Seller and Buyer, as well as procedures to be followed.
- b.** When Brokerage and Buyer enter into a "Buyer Agency Agreement", whether exclusive or non-exclusive, and Brokerage or an affiliated salesperson assist Buyer in writing an offer to purchase property and the property is also listed with Brokerage, it is the policy of Brokerage to represent both the Seller and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to Seller and Buyer, as well as procedures to be followed.
- c.** Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice. **Buyer and Seller are not required to consent to dual agency.**

☐ **5.** If not already in a written Agency Relationship with a brokerage, a person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Seller elects to represent themselves in a transaction, it is the policy of Brokerage to treat that Buyer or Seller as a "Customer" and not as a "Client". "Clients" are responsible for commission which may be owed as to the terms and conditions of previously agreed contracts. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Self Representation Agreement" for detailed information as to the duties of Brokerage to Seller and Buyer, as well as procedures to be followed.

B. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.

In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Brokerage and its broker associates And salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

- 1.** Provide brokerage services to all parties to the transaction honestly and in good faith.
- 2.** Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- 3.** Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
 - a.** Material adverse facts known by the party.
 - b.** Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - c.** Material adverse facts the disclosure of which is prohibited by law.
 - d.** Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- 4.** Account for property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

C. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Keep their client(s) confidential information confidential unless they have written permission to reveal.
5. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE: Broker/Licensee (circle applicable) has a financial interest in or an affiliate relationship with the following companies or business entities:** None.

D. DESCRIPTION OF BROKER'S SERVICES.



Broker may do the following for Sellers and Buyers: (1) Assist Buyer with financing qualification guidelines; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property that are known to Broker; (5) Disclose financial qualifications of the Buyer to the Seller; (6) Explain real estate terms and procedures; (7) Explain to Seller and Buyer the benefits of having the property inspected; (8) Explain closing costs and procedures; (9) Help the Seller and Buyer compare financing alternatives; (10) Provide information about comparable properties so Seller and Buyer may make an informed decision on what price to accept and/or offer; (11) Assist with all standard forms, including those that include the necessary protection and disclosures for the Seller and Buyer; and, (12) Work diligently to facilitate the sale and closing. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license. **NOTE: Broker neither offers sub agency to, nor accepts sub agency from, other brokerage companies.**


E. GUIDELINES FOR SELLER AND BUYER.


If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Seller would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

ACKNOWLEDGEMENT

The undersigned have read this disclosure and understand the type of representation which may be provided by Broker. The undersigned acknowledge receipt of a copy of this agency disclosure. **This is not a contract; rather it is intended to be only a disclosure notice.** Signing of the disclosure does not obligate you in any way. If you do not understand this document, seek the advice of the legal counsel of your choice, before signing. This document is not a Buyer Broker or Listing Agreement.



Buyer  dotloop verified
07/18/24 11:49 AM CDT
LNVU-1HLX-SDSR-SJKI Date _____ Seller  dotloop verified
07/18/24 2:11 PM CDT
CPPC-N01S-4IXM-W7M0 Date _____


Buyer _____ Date _____ Seller  dotloop verified
07/18/24 2:04 PM CDT
KQCV-04EM-JJFF-UFZC Date _____

Agent for Broker  dotloop verified
07/18/24 11:41 AM CDT
3XHV-7VG6-DUYL-OVEA Date _____

REQUEST TO COMPLETE FORM DOCUMENTS

Buyer/Seller request that Broker select prepare and complete form documents as authorized by Iowa Law or Rule.

Buyer  dotloop verified
07/18/24 11:49 AM CDT
XXC5-1NRB-JBL3-SNCM Date _____ Seller  dotloop verified
07/18/24 2:11 PM CDT
F8NM-BWDL-RSXP-SLCQ Date _____

Buyer _____ Date _____ Seller  dotloop verified
07/18/24 2:04 PM CDT
XFZH-GWSR-56UF-VWJG Date _____

AGENCY /POLICY DISCLOSURE AND DUAL AGENCY POTENTIAL/CONSENT AGREEMENT (Continued)


DUAL AGENCY POTENTIAL/CONSENT AGREEMENT (For in-house showings/sales when Seller & Buyer are “clients”)

F. DUAL AGENCY POTENTIAL should be completed by Seller/Buyer to acknowledge the Potential for Dual Agency. This consent should be done before engaging in any activities of a dual agent. (i.e. Before showing any client’s property or acquiring confidential information.)

- 1. DUAL AGENCY POTENTIAL.** Seller, or Buyer acknowledge that in order for (Broker/Agent) American Realty Ashley Cosselman Ashley Cosselman Listing(s) to be exposed to all Buyer clients of Brokerage, the potential for dual agency exists. Seller or Buyer understand that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see property of Seller clients of Brokerage, and therefore a potential for dual agency exists. Seller or Buyer acknowledges that when Brokerage presents detailed information or shows a Seller client’s property to a Buyer client, that Brokerage is immediately a dual agent, undertaking a Consensual Dual Agency representation.

Buyer ☒ **agrees** ☐ **does not agree** to the Potential for Dual Agency representation.

Seller ☒ **agrees** ☐ **does not agree** to the Potential for Dual Agency representation

Buyer		dotloop verified 07/19/24 12:03 PM CDT ORMP-MXC8-LRHH-HE89	Date:	Seller		Date:
Buyer			Date:	Seller		Date:

If Brokerage becomes a Dual Agent for Property, Seller/Buyer shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART G prior to any Offer for Real Estate.

Brokerage and both the Buyer AND Seller acknowledge and Consent to Dual Agency prior to offer.


G. DUAL AGENCY CONSENT

Property 822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Address City State: ZIP

- 1. The Seller and Buyer acknowledge** that Broker is undertaking a Consensual Dual Agency representation in the sale of The above specific property. Seller and Buyer have previously been informed of the potential of a dual agency.
- 2. Termination of Negotiations or sale.** In the event Seller and Buyer do not enter into an agreement for the purchase and sale of Seller’s property to Buyer, or they do enter into an agreement and the sale does not close, the dual agency role of Broker under this Agreement shall be deemed by all parties to have been terminated. Broker will then become the agent of each, Seller and Buyer, on the terms and conditions previously agreed upon.

I (we) have read and understand this agreement and acknowledge receipt of a copy. Buyer and Seller are each encouraged to consult with their own legal counsel.

Buyer		dotloop verified 07/19/24 12:03 PM CDT 306Z-UF5L-HGBV-OTYJ	Date:	Seller	
Buyer			Date:	Seller	
Buyer Agent	<u>Ashley Cosselman</u>	dotloop verified 07/19/24 11:39 AM CDT FXSY-FJPE-QVTN-AP7Z	Date:	Seller Agent	



ECIAR

Item 17.

PURCHASE CONTRACT

Page 1 of 4 Pages

THIS IS A LEGAL BINDING DOCUMENT. IF NOT UNDERSTOOD SEEK LEGAL ADVICE

DATE OF OFFER 07/18/2024

AGENCY RELATIONSHIP NOTIFICATION/CONFIRMATION

1. This document is prepared by: American Realty Ashley Cosselman AS AGENT FOR
firm name/agent name

2. (Check one) ☐ Seller Exclusively ☐ Buyer Exclusively ☒ Both Buyer and Seller (Dual Agency),

3. or _____.

4. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand

5. who is representing them, and the disclosures were provided prior to signing this Offer for Real Estate.

6. DOCUMENTS ATTACHED TO THIS PURCHASE CONTRACT

7. ☒ Dual Agency Consent Agreement

8. ☒ Lead Base Paint Disclosure

9. ☒ Inspection Addendum

10. ☒ Addendum to Purchase

11. ☐ IL Radon Disclosure

☒ Seller Disclosure of Property Condition

☐ Sale Contingency

☐ Rental Addendum

☐ Other Documents/Attachments/Legal Description: _____

12. _____

13. OFFER TO: Timothy P. & Brenda Greenwood (herein designated as SELLER)

Seller Names

14. The undersigned City of Dyersville (herein designated as BUYER)

Buyer names

15. Hereby propose to purchase your property known as: 822 1st Avenue West Lots 2 & 3 Dyersville

Address

City

16. IA, 52040 Parcel #(s) 530000103320 & 530000103300

State ZIP

17. and agrees to pay you the sum of: Two Hundred and Sixty Eight Thousand Dollars 00/100

18. \$268,000.00 as follows: \$1,000.00 earnest money delivered within 4 days of acceptance, to be held in trust by

19. (select one) ☒ Listing Broker or, ☐ other See Addendum

20. In the event of satisfaction of both Buyer and Seller contingencies herein, the earnest money deposits and balance of the purchase

21. price shall be delivered to Seller at settlement. In the event either Buyer or Sellers' contingencies or obligations herein are not

22. satisfied, the earnest money shall be distributed in accordance with the paragraph entitled "Remedies of the Parties".

23. ALL USUAL COSTS INCURRED IN SECURING SUCH MORTGAGE SHALL BE PAID BY THE BUYER EXCEPT: SELLER TO PAY UP TO

24. \$0 TOWARD BUYERS CLOSING COSTS AND PREPAID ITEMS.

25. OTHER TERMS/CONTINGENCIES Offer is subject to Dyersville City Council Approval

26. _____

27. The Purchase Price is be paid as follows: (Check the Appropriate Box(s))

28. ☐ CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has right to receive

29. verification of funds. Proof of funds (check one) ☐ attached ☐ delivered by _____ ☐ Other _____

30. ☐ Seller ☐ Buyer is responsible for settlement fee.

31. ☒ FINANCING This contract is contingent upon the Buyer obtaining a written commitment for financing with

32. terms as provided in lines 39-41 of this contract.

33. ☐ Conventional ☐ Conventional Insured

34. ☐ FHA ☐ VA

35. ☐ Land Contract (terms as follows) _____

36. ☒ OTHER Dyersville City Council Approval

37. If Buyer provides written proof Buyer is unable to obtain financing, this contract is terminated and earnest

38. money returned.

39. DOWNPAYMENT -- _____ (%) percent (or) \$-- _____ INTEREST RATE not to exceed: -- _____ % per annum

40. TERM OF MORTGAGE/LOAN -- _____ years. DATE FOR FINANCING CONTINGENCY RELEASE: _____, Or

41. Within -- _____ days after -- _____.

42. If Buyer does not make timely delivery of said contingency release by lender approval/commitment letter or Buyer signed

43. release, then Seller may terminate this offer by written notice to Buyer.

44. PRE-APPROVAL LETTER (check one) ☐ attached ☒ delivered by _____ ☐ Other 2 Days after City Council Approval

BUYER INITIAL [Signature] INITIAL SELLER INITIAL INITIAL

07/19/24
12:03 PM CDT
dotloop verified

PROPERTY 822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Address

City

State

ZIP

45. Broker may continue to offer and show the property for sale and Seller may accept backup offers until settlement.

46. SETTLEMENT. Settlement shall occur and legal possession shall be given on or before Date: 10/31/2024 Or,

47. Within _____ days after the _____.

48. OCCUPANCY. Occupancy shall be given to Buyer (choose one) ☒ at settlement, or ☐ Date: _____.

49. THIS AGREEMENT IS ALSO SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

50. TRUST PAYMENTS. It is agreed that at time of settlement, funds, up to the purchase price, received from the Buyer and/or

51. Buyer's lender may be used to pay taxes, other liens and expenses associated with this transaction, same to be handled under the

52. supervision of the Listing Broker so as to produce marketable title. Seller hereby appoints the Listing Broker, escrow company or

53. lender to receive such funds and make such payments and disbursements.

54. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES

55. Unless otherwise agreed to in writing, all Real Estate taxes due and payable prior to and including the settlement date will

56. be paid by the Seller. Buyers shall be given a credit for such proration at closing (unless this agreement is for an installment

57. contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are

58. based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession,

59. such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions

60. that will actually be applicable as shown by the Assessor's records on the date of possession. All Real Estate Taxes due and

61. payable after the settlement date will be paid by the Buyer. All special assessments that constitute a lien at the time of settlement

62. of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to

63. Seller's possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow

64. removal, etc. are to be paid by Seller. All subsequent taxes and special assessments are to be paid by Buyer. Interest, rents,

65. homeowners' association dues and assessments, unused fuels, and other appropriate charges shall be prorated as of the date of

66. settlement. Accrued income and expenses, including taxes for the day of closing, shall accrue to the Seller.

67. INSURANCE. Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever

68. first occurs. Seller agrees to maintain existing insurance, and Buyer may purchase additional insurance. In the

69. event of damage to the property prior to settlement in an amount of not more than 5 percent of the selling price

70. Seller will be obligated to repair the property and restore it to the same condition that it was on the date of this

71. offer. If the damage should exceed this amount, Seller shall promptly notify Buyer in writing of the damage and

72. this contract may be terminated at the option of the Buyer and earnest money returned.

73. Should the Buyer elect to complete the transaction despite such damage, Buyer will be entitled to the insurance proceeds relating

74. to the damage, plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. However, if

75. the sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of

76. restoring the property.

77. INCLUDED PROPERTY (if any). All property that integrally belongs to, are specifically adapted to, or is part

78. of the real estate (except rental items), whether attached or detached, such as but not limited to, wall to wall

79. carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), bathroom mirrors, shades, rods, blinds, awnings,

80. shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning

81. equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage

82. door opener and control(s), other attached fixtures, radio and/or attached TV antenna/dish and complete TV mounting brackets,

83. fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor

84. coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and

85. component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant

86. structures or equipment, storage buildings, rural water membership shall be considered a part of real estate and

87. included in this sale. **OTHER INCLUDED ITEMS:** _____

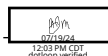
88. _____

89. _____

90. EXCLUDED PROPERTY AND RENTAL ITEMS (i.e. water softener, LP or other gas tank): _____

91. _____

BUYER INITIAL


12:28 PM CST
dotloop verified

INITIAL

SELLER INITIAL

INITIAL

PROPERTY 822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Address

City

State

92. DUTIES OF PARTIES:

93. Seller and Buyer acknowledge and agree that REALTOR®/Broker(s), its affiliated licensees and employees:

94. must respond to all questions of the parties; however, they are not required to discover hidden defects or give
95. advice on matters outside the scope of their real estate license; make no (and Seller and Buyer are not relying
96. upon) representations or warranties as to the physical or mechanical condition of the property, its size, value,
97. future value, income potential, whether the basement is waterproof, etc.; are not qualified to advise on questions
98. concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document
99. or transaction. **For such matters, Seller and Buyer are advised to consult the appropriate professional(s).**

100.Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose in good faith material
101. adverse facts and material defects of which Seller has actual knowledge and which a reasonable inspection by
102. Buyer would not reveal. **Buyer has the right to obtain inspections, survey and measurements at Buyer's**
103.expense. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover
104. any and all conditions which Buyer might consider to be questionable or problematical (whether such be
105. inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning,
106. boundaries, utility connections, or any other matters). Professionals are available within the community to consult regarding
107. these and many other issues relating to your transaction and you are encouraged to consult with such professionals on an
108. as needed basis. By acceptance of the Offer, the Seller warrants and represents: That Seller has disclosed notice or knowledge
109. of any planned public improvement which may result in special assessments or other liens, that no government agency has
110. served any notice requiring repair, alterations or corrections of any existing conditions not previously disclosed. This
111. representation of Seller shall survive the settlement of this transaction.

112 JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If Seller,
113. immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later
114. destroyed by operation of law or by acts of Seller, then the proceeds of this sale, and any continuing and/or
115. recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship
116. and not as tenants in common; and Buyer in the event of the death of either Seller agree to pay any balance of the
117. proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.

118.CONDITION OF PROPERTY. Seller agrees to remove all debris and all personal property not included herein from the
119. property by possession date unless there is a prior written agreement by the parties. The property shall be delivered to
120. Buyer on the date stipulated above swept and vacuumed and ready for occupancy. At a reasonable time before settlement
121. as pre-approved by the Seller or Seller's agent, the Buyer shall have the right to inspect the property to determine that there
122. has been no significant change in the condition of the property, except for ordinary wear and tear and changes approved by
123. the Buyer, and any defects Seller has elected to cure have been repaired in a good workman like manner.





124.SURVEY. Buyer may, prior to settlement, have the property surveyed at Buyer's expense. If Buyers elects to
125. have the property surveyed, Buyer will have the survey completed at least seven (7) business days prior to the
126. scheduled settlement. If the survey, certified by a Registered Land Surveyor, shows any encroachment on
127. property, or if any improvements located on the subject property encroach on lands of others, such encroachments
128. shall be treated as a title defect.

129.REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE

130. If Seller fails to fulfill this agreement, Buyer has the right to terminate the contract and earnest money shall be returned to
131. the Buyer.

132. If Buyer fails to fulfill this agreement, Seller has the right to terminate the contract, all payments by Buyer may be forfeited and
133. retained by Seller as provided in the Laws of the state in which the property is located. In addition to the foregoing remedies,
134. Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure and
135. the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

136. ABSTRACT AND TITLE. Seller shall furnish Buyer an abstract of title, or policy of title insurance, in
137. conformity with this agreement and land title law of the State. If abstract does not show good merchantable
138. title to said property, free and clear of all liens and encumbrances, not expressly waived or assumed by the Buyer,
139. Seller shall correct defects in title before settlement is made. Municipal building codes and zoning ordinance or
140. mineral reservations and public easements shall not be construed as title encumbrances. Seller shall pay costs of
141. additional abstracting and/or title work due to act or omission of Seller, including transfers by death of Seller
142. or assigns. Marketable title to be established by the existing land law and title standard of the state in which
143. the property is located.

BUYER INITIAL  **INITIAL**  **SELLER INITIAL**  **INITIAL** 


12:03 PM CDT
dotloop verified

PROPERTY 822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

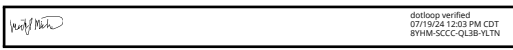
Address **City** **State** **ZIP**

144.COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this
145.contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate
146.fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event
147.a Court Officer's Deed shall be used.
148.DEED. Upon payment of purchase price, Seller shall convey title by warranty deed or other instrument that is
149.required by Buyer's attorney.
150.GENERAL PROVISIONS. In the performance of each part of this agreement, **time shall be of the essence.** This
151.agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and
152.successors in interest of the respective parties. This agreement shall survive the settlement. Paragraph headings
153.are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and
154.phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and
155.as masculine, feminine or neuter gender, according to the context.
156.NOTICE. Any notice required under this Agreement shall be deemed delivered when it is received or provided
157.either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to
158.give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent.
159.Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or
160.faxed acknowledgement of receipt, shall constitute delivery of signed document.
161.ENTIRE AGREEMENT. This document and attachments contain the entire agreement of the parties and supersedes all
162.prior offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by
163.both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.
164.MEDIATION. In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to
165.initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually
166.agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.
167.ACCEPTANCE. When accepted, this offer shall become a binding contract for the sale and purchase of the
168.above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the
169.Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either
170.party or their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s),
171.which, by this reference shall remain in full force and effect through the settlement.
172. DAYS DEFINITION. For the purpose of this contract and any attached documents the term "days" means **calendar** days,
173. unless otherwise stated.


174.If this offer is not accepted by Seller on or before 4:00 ☐ a.m. or ☒ p.m. **Date:** 07/19/2024 **the offer shall**
175.become null and void and earnest money returned to Buyer without liability on the part of said Agent(s) to either
176.party.

177.This offer was presented to Seller by Shari Greenwood at ☐ a.m. or ☒ p.m. **Date:** 07/18/2024

178.The foregoing offer is (check one): ☐ **ACCEPTED** ☐ **REJECTED** ☐ **COUNTERED**


 (Buyer's Signature)

DATE:


 (Seller's Signature)


DATE

City of Dyersville by Michael J. Michel


Print Name (First Name, Middle Initial, Last Name)

Timothy P Greenwood

Print Name (First Name, Middle Initial, Last Name)


 (Buyer's Signature)

DATE:


 (Seller's Signature)

DATE

Brenda M Greenwood

Print Name (First Name, Middle Initial, Last Name)

Print Name (First Name, Middle Initial, Last Name)

340 1st E. Dyersville, IA 52040

Address/City/State/Zip

Address/City/State/Zip

Ashley Cosselman

(Buyer's Agent)

American Realty Ashley Cosselman

Office

George Davis

(Seller's Agent)

American Realty

Office

Buyer Attorney Name: Edward Henry Fuerste Carew

Seller Attorney Name: George Davis

Buyer Email/Phone #: mmichel@cityofdyersville.com

Revised 12/23

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ECIAR 6

**ADDENDUM TO PURCHASE CONTRACT
(ATTACHED TO PURCHASE CONTRACT)**

Seller: Timothy P. & Brenda Greenwood

Buyer: City of Dyersville

Address of Property Being Purchased:

822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Address

City

State

ZIP

Date of Offer for Real Estate: 07/18/2024

the undersigned Buyer and Seller hereby agree to the following:

This offer is contingent on the Dyersville City Council approving this Purchase Contract on or before August 23rd 2024

Pre Approval or Verification of Funds to be submitted by Buyer within 2 days of above approval by Dyersville City Council

Earnest Money of \$1,000 shall be delivered within 4 days of above approval by Dyersville City Council and held in Listing Brokerages Trust Account

Buyer agrees to honor current tenants rental payment and agreement arrangements up until 90 days after closing date. At which time Buyer will access and implement their own payment and agreement arrangements with tenants

Sellers to pay Buyer all current tenant deposits and prorated rents as of the date of closing.

Sellers will continue to actively market property for sale until Dyersville City Council Approval of this purchase contract. Sellers may only pursue backup offers and must not bump City of Dyersville unless notice of Dyersville City Council approval has not been given by August 23rd 2024

Offer is contingent on there being no easements to other parties, other than utility easements, and an easement for access between parcel 530000103320 & 530000103300

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Purchase Contract. All other contract terms are to remain the same.

Buyer

dotloop verified
07/19/24 12:03 PM CDT
TCMC-JVXE-UNSI-D6WY

Seller

Buyer

Seller

Agent

dotloop verified
07/19/24 11:39 AM CDT
G5MC-YBMF-KX1R-UBBZ

Agent



INSPECTION ADDENDUM

ECIAR 7
Page 1 of 3 Pages

RE: PURCHASE CONTRACT, dated 07/18/2024 by and between the undersigned Buyer and Seller concerning the real estate commonly known as:

822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3

Street

City

State

ZIP

THIS SECTION MUST BE READ, UNDERSTOOD AND INITIALED

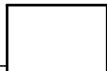
These Inspections only cover conditions of the property not previously disclosed. They are not to be construed as inspections to bring an older home into compliance with current local building codes. They are only intended to discover any major structural, mechanical, safety and health related issues and defects. Notwithstanding the foregoing, Buyer and Seller agree that if the inspection report describes a condition of the property as one which can be remedied by routine maintenance or normal servicing, such condition shall not constitute grounds for termination of the Purchase Contract.

Additionally, with respect to the items noted in said inspection reports to have reached or exceeded normal useful life, so long as such items are in working order, such condition(s) shall not be a basis for finding that said items are in a defective condition, and Seller shall not be required to repair or replace such items, and said conditions(s) shall not constitute grounds for termination of the Purchase Contract.

If Buyer does not complete any of the inspections within the time frames agreed to, they are deemed to accept the property in "As Is" condition relative to that inspection. A copy of this inspection addendum may be provided to any inspector prior to the start of any inspection.

NOTE: Inspections required by FHA, VA or lender do not eliminate the need for other inspections.

We the undersigned have read and understand the information in the section above and agree by providing our initials.

BUYER INITIAL  INITIAL  SELLER INITIAL  INITIAL 

07/19/24
12:03 PM CDT
dotloop verified

CHECK ONE

1. HOME INSPECTION

- a. ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a home inspection, at the Buyer's expense by a qualified independent inspector, Or other specific inspection. Inspection will be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before _____. 2. Within ____ days after _____.

- b. ☒ Buyer has been afforded the opportunity to have a Home Inspection. However, Buyer hereby waives his/her right to to have a home inspection and relies upon his/her own determination as to the condition of said property.

2. RADON – (See IDPH pamphlet *Iowa Radon Home-Buyers and Sellers Fact Sheet* or visit www.epa.gov/radon)

- a. ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a Radon Inspection at Buyer's expense, to be performed by a licensed Radon Inspector. Inspection will be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before _____. 2. Within ____ days after _____.

- b. ☒ Buyer has been afforded the opportunity to have a Radon Inspection. However, Buyer hereby waives his/her right to to have a radon inspection and relies upon his/her own determination as to the condition of said property.

3. WOOD DESTROYING PEST INSPECTION – “LENDER MAY REQUIRE FOR FINANCING APPROVAL”

- ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a Wood Destroying Pest Inspection at ☐ Buyer’s expense or ☐ Seller’s expense, to be performed by a qualified Pest Inspector. Inspection will be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before _____. 2. No later than _____ days prior to closing
- ☒ Buyer has been afforded the opportunity to have a Wood Destroying Pest Inspection. However, Buyer hereby waives his/her right to have a wood destroying pest inspection and relies upon his/her own determination as to the condition of said property.

4. WATER TEST (If Applicable) – “LENDER MAY REQUIRE FOR FINANCING APPROVAL”

- ☐ With written acceptance of said Purchase Contract, Buyer shall have the right to conduct a water test performed by a qualified third party at Buyer’s expense. Water test to be completed, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. On or before _____. 2. No later than _____ days prior to closing.
- ☒ Buyer has been afforded the right to have a Water Test performed by a qualified third party. However, Buyer hereby waives his/her right to have a water test and relies upon his/her own determination as to the condition of said property.

5. SEPTIC INSPECTION (If Applicable) - Iowa Code 455B.172 mandates the inspection of septic systems, unless exempt, prior to the transfer of property. The code applies to transfer of property which includes at least one but not more than four dwelling units. This property has a septic system and is not connected to a sanitary sewer system.

- ☐ With written acceptance of said Purchase Contract, Buyer shall require the Seller to provide the results of a Septic System Inspection performed by a DNR Certified Inspector. (CHOOSE ONE) 1. By _____. 2. No later than _____ days prior to closing.
- ☐ Septic System Inspection will be completed by a certified DNR septic system inspector at Buyer’s Expense, report received and delivered to Seller along with the Response to Inspection Report. (CHOOSE ONE) 1. By _____. 2. No later than _____ days prior to closing.
- ☐ Buyer has been presented with satisfactory results of a Septic System Inspection conducted by a Certified Septic System Inspector within the appropriate two-year state mandated time frame.
- ☐ Illinois -Buyer has been afforded the right to have the septic system inspected by a qualified third party. However, Buyer hereby waives his/her right to have a septic system inspection and relies upon his/her own determination as to the condition of said property.
- ☒ N/A - Property not served by septic system or property is exempt from Septic Inspection.

6. LEAD-BASED PAINT (See EPA pamphlet *Protect your Family from Lead in Your Home*)

- ☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or paint hazards at the Buyer’s expense with such inspection to be completed before 9:00 P.M. on the 10th calendar day after acceptance of the Purchase Contract. This contingency will terminate at the above predetermined deadline unless the Buyer, or Buyer agent, delivers to the Seller (or Seller agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller’s option, within _____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have _____ days after receipt to respond to the counter-offer or remove this contingency and take the property in "As-Is" condition or this contract shall become terminated. Intact lead-based paint that is in good condition is not necessarily a hazard.

BUYER INITIAL


07/19/24
12:03 PM CDT
dotloop verified

INITIAL

SELLER INITIAL

INITIAL

INSPECTION ADDENDUM PAGE 3

ECIAR 7 Page 3 of 3 Pages

PROPERTY ADDRESS 822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3
Street City State ZIP

LEAD BASED PAINT (CON'T)

b. ☒ Buyer has been afforded the opportunity to have a Lead-based Paint Inspection. However, Buyer hereby waives his/her right to have a lead-based paint inspection and relies upon his/her own determination as to the condition of said property.

7. RIGHT TO CURE/REPAIR Seller has the right to cure/repair any defective condition discovered by inspections report except*:

a. ☒ No exceptions apply, OR
b. ☐ (fill in) _____

*If Buyer has excepted an area or system from the right to cure/repair a defective condition by checking box “b” above and if an inspection describes a defective condition in the excluded area or system, this purchase contract shall be terminated, unless otherwise mutually agreed by the parties in writing. In the event that option “a” above has been selected such that no exceptions apply, the existence of a defective condition shall not constitute grounds for termination of the Purchase Contract if the Seller agrees to cure and/or repair said condition.

THIS SECTION MUST BE READ, UNDERSTOOD AND INITIALED

8. RENOVATION, REPAIR, OR REPLACEMENT

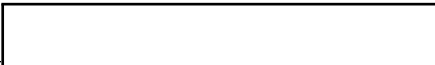


In the event any of the above inspections reveal a defective condition not previously disclosed, buyer will deliver to seller Response to Inspections Report, together with a copy of the complete inspection report(s), outlining what procedure, the Buyer will require the Seller to complete in order to remedy defective condition(s). If Buyer fails to respond within the required time, they agree to accept the property in “AS IS” condition and forfeit any right to terminate the Purchase Contract based on the terms outlined in the Inspection Addendum.

Seller agrees to respond to Buyer on said Response to Inspection Report within _____calendar days (3 days if left blank) after receiving the Inspection Report and Response to Inspection Form ECIAR-8 from Buyer. In the event Seller fails to respond as required then they agree to complete the above-mentioned procedures required by the Buyer and forfeit any right to terminate the Purchase Contract based on any terms outlined in the Inspection Addendum.

BUYER INITIAL  INITIAL  SELLER INITIAL  INITIAL 
07/19/24 12:03 PM CDT dotloop verified

Buyer and Seller hereby release Brokers and Salespersons from any liability relating to any defect or deficiency or inspection or disclosure affecting the property, said waiver shall survive the closing.

The above shall be attached to and made part of said Purchase Contract

Buyer  dotloop verified 07/19/24 12:03 PM CDT 1XY8-51E4-Y7ED-080J Date _____ Seller  Date _____
Buyer  Date _____ Seller  Date _____
Agent  dotloop verified 07/19/24 11:39 AM CDT 7JTO-JTXI-TKMM-QXDM Date _____ Agent  Date _____



Iowa Department of Public Health
Promoting and Protecting the Health of Iowans

Item 17.

IOWA RADON HOME- BUYERS AND SELLERS FACT SHEET



Licensed radon measurement specialists in Iowa can be found by going online to www.idph.state.ia.us/eh/radon.asp and searching the lists of certified radon measurement specialists by county or by license number. Additional radon information is available from the state radon program at 800-383-5992, EPA's Web site www.epa.gov/radon and the American Lung Association Web site at www.lungusa.org.



6/2009

What is Radon?

Radon gas occurs naturally in the soil, and is produced by the radioactive breakdown or decay of uranium and radium. Long ago, glacial activity left behind ground-up deposits of many minerals such as uranium in the soil or upper crust in Iowa. Because radon is a gas it can seep into buildings, including homes. It is an odorless and invisible gas that is also radioactive and harmful to humans when inhaled.

Where is Radon found in Iowa?

EPA has identified all counties in Iowa as Zone 1. Zone 1 counties have a predicted average indoor radon screening level of more than 4 pCi/L (picocuries per liter). The total average indoor radon level in Iowa is 8.5 picocuries per liter (pCi/L) of air, and in the United States it is 1.3 pCi/L of air. Average radon levels of 4 pCi/L are considered elevated, and remediation is recommended.

The primary source of high levels of radon in homes is in the soil below and soil surrounding the home. It is found in new and old homes, and in homes with and without basements. **Based on data collected from radon home tests, the Iowa Department of Public Health (IDPH) estimates that as many as 5 in 7 homes (or greater than 50-70%) across Iowa have elevated radon levels.** Radon levels can vary from area to area and can vary considerably from house to house, even on the same street and neighborhood. A high and low level of radon can be found in homes directly next to each other.

How does Radon get into a home?

Warm air rises, creating a small vacuum in the lower areas of a house. Radon moves through and into the home as air moves from a higher pressure in the soil to a lower pressure in the home. Radon gas seeps into a house the same way air and other soil gases enter: from the soil around and under the home and through cracks in the foundation, floor or walls; hollow-block walls; and openings around floor drains, pipes and sump pumps; and through crawl spaces.

What are the Health Effects of Radon?

There is overwhelming scientific evidence that exposure to elevated levels of radon causes lung cancer in humans. Radiation emitted from

radon can cause cellular damage that can lead to cancer when it living tissue in the lungs. Radon is the first leading cause of lung cancer in nonsmokers, and the second leading cause of lung cancer overall. It is responsible for about 21,000 deaths every year in the US. EPA also estimates that long-term exposure to radon potentially causes approximately 400 deaths each year in Iowa.

How do Home Buyers in Iowa find out if a home they are purchasing has elevated levels of Radon?

Home buyers interested in purchasing a home can test the homes for radon by contacting a licensed or certified radon measurement specialist. They can find a list of licensed radon measurement specialists by going online to www.idph.state.ia.us/eh/radon.asp and searching the list of Iowa radon measurement specialists by county, or by contacting a real-estate professional for help on finding a radon testing professional. **Remember, the IDPH, the Environmental Protection Agency, the American Lung Association, and the Surgeon General recommend radon testing all new and existing homes for radon in Iowa before they are sold or before they are transferred to a different owner.**

How can elevated levels of Radon be fixed?

Licensed or credentialed radon mitigation contractors can install a radon mitigation system that provides a permanent solution. A typical radon mitigation system includes a suction point that addresses the soil underneath the structure. A home that has been mitigated will usually have a much lower radon level than the EPA's action level of 4 picocuries per liter. Addressing residential radon issues is an excellent step toward assuring good indoor air quality. A list of licensed radon mitigation contractors can be obtained from the state radon program by going online to www.idph.state.ia.us/eh/radon.asp and then clicking on the list of Iowa credentialed radon mitigation specialists by county. A radon information packet can also be obtained by calling 1-800-383-5992.

Additional Information:

Additional information about radon is available from the state radon program at 800-383-5992, and EPA's Web site, www.epa.gov/radon or the American Lung Association Web site at www.lungusa.org.



ECIAR 24

Personal Property Sale Agreement

The undersigned Seller(s) Timothy P. & Brenda Greenwood In exchange for valuable consideration including the convenience of both parties, do hereby sell, assign, transfer and set over unto the undersigned Buyer(s) City of Dyersville

the following described Personal Property, which will be transferred in “as is” condition, with no warranties:


Refrigerator, Range/Oven, Microwave, Dishwasher, Washer, Dryer, All Keys to Property, Recycling Bin, Attached Storage Shelves in basement/garage

(herein “Personal Property”).

The Personal Property is now located at:

822 1st Avenue West, Dyersville, IA 52040 Lots 2 & 3 . (herein “Real Property:”)
Street City State ZIP

Transfer of the Personal Property is contingent on Seller(s) successfully conveying to Buyer(s) the Real Property described above. Buyer(s) hereby assent to becoming owner of the above described Personal Property upon the conveyance of the Real Property to Buyer(s). **Should the transaction not close, this bill of sale shall be terminated and the Buyer(s) shall no longer be obligated to purchase nor shall Seller(s) be obligated to sell the above-described Personal Property.**

Buyer	 dotloop verified 07/19/24 12:03 PM CDT TUFN-NIMH-XQZR-NICP	Seller	
Buyer		Seller	