



CITY COUNCIL

Lower Level Council Chambers
Monday, October 19, 2026
6:00 PM

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 - October 5, 2026
- 3. **Blasting Permit** Bennett Explosives, Inc. - November 2026
- 4. **Class C Retail Alcohol License** Dyersville Commercial Club Pavilion
- 5. **Parade Permit** Dyersville Downtown Market - Lighted Christmas Parade - December 5, 2026
- 6. **Request** from the Downtown Market to have their Annual Run, Run Rudolph 5K & 1 mile run on Saturday, December 5, 2026 at 11:30 am and their Merry Mingle Market at Legacy Square from Noon - 4 pm.
- 7. **Receive & File** Dyersville Family Aquatic Center - 2026 Season Expenditures & Revenues
- 8. **Receive & File** Early Voting - October 24, 2026, Dyersville Social Center, 625 3rd Avenue SE, Dyersville, IA 52040
- 9. **Receive and File** Residential Leaf Pickup Notice
- 10. **Receive & File** Staff Report - Police - October 2026
- 11. **Receive & File** Staff Report - Parks & Recreation - October 2026
- 12. **Receive & File** Staff Report - Public Works - October 2026
- 13. **Receive & File** Staff Report - City Administrator - October 2026

14. Miscellaneous Correspondence ECIA Spotlight - October 2026

ACTION ITEMS

- 15. 6:00 P.M. Public Hearing** to declare surplus and offer for sale to the general public all right, title, and interest of the City in and to the sale of 703 2nd Avenue SW, Dyersville, Iowa 52040 (Lot 5 of Tegeler Subdivision in the City of Dyersville, Dubuque County, Iowa)
- 16. Resolution No. 86-26** making a final determination to offer certain municipally-owned real property for sale to the public, authorizing the listing of Lot 5 of Tegeler Subdivision (703 2nd Avenue SW) for sale, and authorizing the city administrator to begin the listing and enter into an exclusive right to sell listing contract with American Realty
- 17. Resolution No. 87-26** approving a gift agreement with Delia Armstrong for the Legacy Playground at Westside Park and authorizing the Mayor to sign the agreement
- 18. Resolution No. 88-26** approving an agreement with Axon Enterprise, Inc. for police body-worn cameras, taser devices, in-car video, evidence software, and training, and authorizing the city administrator to sign the agreement
- 19. Resolution No. 89-26** approving supplemental agreement No. 1 to the agreement for engineering services between the City of Dyersville and Kirkham, Michael & Associates, Inc. for U-Step Project No. UST-052-2(166)--4A-31
- 20. Approve Special Bill - Reimbursement**

COUNCIL COMMENTS

ADJOURNMENT



Dyersville, IA

Expense Approval Register

Item 1.

PPKT02458 - 10.19.26 Purchase Order Payments

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
JENNY L WEISS PLLC	000624	Legal Fees - Citations	001-5-110-1-64110	LEGAL FEES	2,203.50
DUBUQUE HUMANE SOCIETY	2951	Animal Control	001-5-110-1-64316	CONTRACTS	110.00
ACCESS SYSTEMS	43238261	PD - Copy Machine Lease	001-5-110-1-65060	OFFICE SUPPLIES	36.62
JOHN DEERE FINANCIAL	6206117	Batteries	001-5-110-1-65060	OFFICE SUPPLIES	7.98
Department 110 - POLICE Total:					2,358.10
Department: 210 - TRANSPORTATION					
UNITY POINT CLINIC - OCCU...	9210IN3252	Annual Consortium Fee - Dru...	001-5-210-2-62100	DUES/SUBSCRIPTIONS	20.60
WANDSNIDER, JOHN	10.09.2026	Meeting - Meal Reimburse...	001-5-210-2-62300	MEETINGS/TRAINING	19.00
KROEGER BODY SHOP	26094	Left Side Vehicle Repair	001-5-210-2-63320	VEHICLE REPAIRS	1,924.30
TAUKE MOTORS	60598	Oil Change/Bulbs	001-5-210-2-63320	VEHICLE REPAIRS	152.99
FL KRAPFL INC	2492	Contracted Service - Grass S...	001-5-210-2-64322	CONTRACTED SERVICES	1,287.70
J & J LAWN CARE	28262	Lawn Mowing - 16th Ave SE	001-5-210-2-64322	CONTRACTED SERVICES	120.00
J & J LAWN CARE	28262	Contracted Service - 703 2nd...	001-5-210-2-64322	CONTRACTED SERVICES	180.00
J & J LAWN CARE	28273	Mowing Contract	001-5-210-2-64322	CONTRACTED SERVICES	3,686.75
B C LAND SERVICES	10.05.2026	Tree Trimming for Legion Ba...	001-5-210-2-65325	TREE MAINTENANCE SERVIC...	2,200.00
ACE HARDWARE	275259	Wrench	001-5-210-2-65407	DEPARTMENT SUPPLIES	12.59
JOHN DEERE FINANCIAL	6206962	Batteries/Butane/Impact Set	001-5-210-2-65407	DEPARTMENT SUPPLIES	32.97
MIDWEST PATCH / HI VIZ SA...	3926	Patch Mix	001-5-210-2-67621	STREET REHABILITATION	974.50
Department 210 - TRANSPORTATION Total:					10,611.40
Department: 410 - LIBRARY					
DUBUQUE FIRE EQUIPMENT ...	216617	Fire Extinguisher Inspection	001-5-410-4-63750	MAINTENANCE	64.20
ACE HARDWARE	275240	Bike Inner Tube	001-5-410-4-63750	MAINTENANCE	7.03
ACCESS SYSTEMS	43238261	Library - Copy Machine Lease	001-5-410-4-64316	CONTRACTS	182.08
Department 410 - LIBRARY Total:					253.31
Department: 430 - PARKS					
ACE HARDWARE	275203	Torch Kit / Heat Shrink Tube	001-5-430-4-64322	CONTRACTED SERVICES	45.71
J & J LAWN CARE	28273	Mowing Contract	001-5-430-4-64322	CONTRACTED SERVICES	3,686.75
HEFEL PORTABLE SERVICES L...	6821	Portable Restrooms	001-5-430-4-64322	CONTRACTED SERVICES	2,605.00
DA SILVA, PEYTON	08.16.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	60.00
DA SILVA, PEYTON	08.22.2026	Soccer Referees	001-5-430-4-64323	COACHES/UMPIRES	40.00
DA SILVA, PEYTON	09.29.2026	Soccer Referees	001-5-430-4-64323	COACHES/UMPIRES	40.00
DA SILVA, PEYTON	09052026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	40.00
WERNIMONT, EVELYN	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	30.00
BENN, MAKYLA	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	30.00
KOERPERICH, COLLIN	10.03.2026	Soccer Referees	001-5-430-4-64323	COACHES/UMPIRES	90.00
GEISTKEMPER, JEFF	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	330.00
WOLF, RUSS	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	395.00
BOGE, SPENCER	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	125.00
MACPHERSON, JOSHUA	10.03.2026	Soccer Referees	001-5-430-4-64323	COACHES/UMPIRES	185.00
CHERRYHOLMES, KINNICK	10.03.2026	Soccer Referees	001-5-430-4-64323	COACHES/UMPIRES	80.00
MASON, JAMES	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	15.00
LAMEY, OWEN	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	80.00
WOLF, JERRY	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	220.00
WERNER, RON	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	190.00
LYNCH, CODY	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	160.00
DA SILVA, PEYTON	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	60.00
NIEMAN, TIM	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	290.00
NOSBISCH, LYNN	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	185.00
MASON, WILLIAM	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	95.00
HUEBNER, BRYNNLEE	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	45.00
VONDRA, LUCY	10.03.2026	Referee Fees	001-5-430-4-64323	COACHES/UMPIRES	45.00

Expense Approval Register

Packet: APPKT02458 - 10.19.26 Purchase Order

Item 1.

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
CONCRETE STATE OF MIND	10.206	Adult Softball League 1st Prize	001-5-430-4-65410	SOFTBALL PROGRAM SUPPLI...	200.00
Department 430 - PARKS Total:					9,367.46
Department: 445 - AQUATIC CENTER					
JOHN DEERE FINANCIAL	6205405	Antifreeze	001-5-445-4-65407	DEPARTMENT SUPPLIES	71.82
Department 445 - AQUATIC CENTER Total:					71.82
Department: 460 - COMMUNITY CENTER					
BLUE PATH FINANCE FC IV	DYERSVL107	Social Center Solar Energy	001-5-460-4-63710	ELECTRICITY	274.28
TJ CLEANING SERVICES	10.08.2026 Soc Ctr	Cleaning Services Wk of 10/2 ..	001-5-460-4-64322	CONTRACTED SERVICES	162.50
TJ CLEANING SERVICES	10.15.2026 Soc Ctr	Cleaning Services Wk of 10/9 ..	001-5-460-4-64322	CONTRACTED SERVICES	187.50
Department 460 - COMMUNITY CENTER Total:					624.28
Department: 550 - PLANNING AND ZONING					
RDG PLANNING & DESIGN	64555	Comp Plan / Zoning Update	001-5-550-5-64300	ZONING CODE UPDATE	900.00
Department 550 - PLANNING AND ZONING Total:					900.00
Department: 620 - CLERK, TREAS & FINANCE					
JACQUE, JEFF	09.04.20296	Reimbursement - Clothing	001-5-620-6-65060	OFFICE SUPPLIES	62.53
Department 620 - CLERK, TREAS & FINANCE Total:					62.53
Department: 640 - CITY ATTORNEY					
JENNY L WEISS PLLC	000625	Legal Fees - General Matters	001-5-640-6-64110	LEGAL FEES	195.00
JENNY L WEISS PLLC	00626	Legal Fees - Dbq Co Matter	001-5-640-6-64110	LEGAL FEES	78.00
HENRY LEGAL & MEDIATION ...	111	Legal Fees - 702 2nd Ave SW ...	001-5-640-6-64110	LEGAL FEES	673.00
Department 640 - CITY ATTORNEY Total:					946.00
Department: 650 - CITY HALL & GEN BLDGS					
TJ CLEANING SERVICES	10.08.2026 City	Cleaning Services Wk of 10/2 ..	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
TJ CLEANING SERVICES	10.15.2026 City	Cleaning Services Wk of 10/9 ..	001-5-650-6-63100	BUILDING MAINTENANCE	250.00
DUBUQUE HUMANE SOCIETY	2944	Animal Control	001-5-650-6-63324	MISC. EXPENDITURES	110.00
BLUE PATH FINANCE FC IV	DYERSVL107	P & A Solar Energy	001-5-650-6-63710	ELECTRICITY	256.22
COMMUNICATIONS ENGINE...	475994	Labor	001-5-650-6-64322	CONTRACTED SERVICES	8,750.00
Department 650 - CITY HALL & GEN BLDGS Total:					9,616.22
Department: 670 - OTHER GENERAL GOVT					
ACCESS SYSTEMS	43238261	City - Copy Machine Lease	001-5-670-6-64316	CONTRACTS	146.48
HP INC	981048858-1	Computer Monitors	001-5-670-6-67250	OFFICE EQUIPMENT	751.41
COMMUNICATIONS ENGINE...	476671	Copper Patch Cable	001-5-670-6-67274	CAPITAL IMPROVEMENTS/E...	1,554.00
Department 670 - OTHER GENERAL GOVT Total:					2,451.89
Fund 001 - GENERAL FUND Total:					37,263.01
Fund: 110 - ROAD USE FUND					
Department: 210 - TRANSPORTATION					
KLUESNER CONSTRUCTION I...	CI-00337	Furnish & Replace Asphalt	110-5-210-2-67618	STREET RECONSTRUCTION	11,794.47
FL KRAPFL INC	2495	Intake Replacement - 17th St...	110-5-210-2-67679	STORM SEWER IMPROVEME...	9,975.81
Department 210 - TRANSPORTATION Total:					21,770.28
Fund 110 - ROAD USE FUND Total:					21,770.28
Fund: 112 - TRUST AND AGENCY FUND					
Department: 460 - COMMUNITY CENTER					
GEHLING, JACK	09.29.2026	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
FELDMANN, ELMER	10.03.2026	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
REIFF FUNERAL HOME	10.09.2026	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
CAHILL, JILL	10.11.2026	Social Center Refund	112-5-460-4-64811	SOCIAL CENTER DEPOSIT RE...	100.00
Department 460 - COMMUNITY CENTER Total:					400.00
Fund 112 - TRUST AND AGENCY FUND Total:					400.00
Fund: 301 - CAPITAL PROJECTS FUND					
Department: 723 - CAPITAL PROJECT					
EOCENE ENVIRONMENTAL G...	10261811667	Design/Permitting/Manageent..	301-5-723-8-64063	ENGINEERS FEES	23,011.01
EOCENE ENVIRONMENTAL G...	10261802682	Bear Creek Streambank Man...	301-5-723-8-64322	CONTRACTED SERVICES	3,773.52
HEARTLAND BUSINESS SYST...	919919-H	Headphones & Phones	301-5-723-8-64322	CONTRACTED SERVICES	4,974.32
Department 723 - CAPITAL PROJECT Total:					31,758.85
Fund 301 - CAPITAL PROJECTS FUND Total:					31,758.85

Expense Approval Register

Packet: APPKT02458 - 10.19.26 Purchase Order

Item 1.

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 600 - WATER FUND					
Department: 810 - WATER					
UNITY POINT CLINIC - OCCU...	9210IN3252	Annual Consortium Fee - Dru...	600-5-810-9-62100	DUES/SUBSCRIPTIONS	41.20
JOHN DEERE FINANCIAL	6209960	Windshield Wipers	600-5-810-9-63320	VEHICLE REPAIRS	39.98
FL KRAPFL INC	2497	Water Main Repair - 1st Ave ...	600-5-810-9-63325	WATER MAIN MISC REPAIRS	4,096.02
BLUE PATH FINANCE FC IV	DYERSVL107	Well 4 Solar Energy	600-5-810-9-63710	ELECTRICITY	1,390.82
MICROBAC LABORATORIES	WL23603207	Testing	600-5-810-9-64317	TESTING	175.00
J & J LAWN CARE	28273	Mowing Contract	600-5-810-9-64322	CONTRACTED SERVICES	3,686.75
MIDWEST PUMP WORKS	INV032306	Contracted Services	600-5-810-9-64322	CONTRACTED SERVICES	1,323.33
IOWA ONE CALL	285099	Water Locates	600-5-810-9-64600	IOWA ONE CALL CHARGES	54.25
ACCESS SYSTEMS	43238261	Wtr - Copy Machine Lease	600-5-810-9-65060	OFFICE SUPPLIES	36.62
JOHN DEERE FINANCIAL	6209981	Disposable Gloves	600-5-810-9-65407	DEPARTMENT SUPPLIES	25.98
HAWKINS WATER TREATME...	7600145	Azone	600-5-810-9-65407	DEPARTMENT SUPPLIES	1,858.64
CRESCENT ELECTRIC SUPPLY	S514444888.001	Mechanical Lug	600-5-810-9-65407	DEPARTMENT SUPPLIES	45.36
FL KRAPFL INC	2493	Main Valve Replacement - 1st..	600-5-810-9-67812	VALVE REPLACEMENTS	6,400.00
Department 810 - WATER Total:					19,173.95
Fund 600 - WATER FUND Total:					19,173.95
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
UNITY POINT CLINIC - OCCU...	9210IN3252	Annual Consortium Fee - Dru...	610-5-815-9-62100	DUES/SUBSCRIPTIONS	41.20
JEFF'S AUTO SERVICE	178864	Oil Change/Wheel Alignment...	610-5-815-9-63320	VEHICLE REPAIRS	566.56
REICHER, JOE	Jul/Aug/Sep 2026	Cell Phone	610-5-815-9-63730	TELEPHONE	150.00
MICROBAC LABORATORIES	WL23603207	Testing	610-5-815-9-64317	TESTING	1,157.00
J & J LAWN CARE	28273	Mowing Contract	610-5-815-9-64322	CONTRACTED SERVICES	3,686.75
IOWA ONE CALL	285099	Sewer Locates	610-5-815-9-64600	IOWA ONE CALL CHARGES	54.25
ACCESS SYSTEMS	43238261	WW - Copy Machine Lease	610-5-815-9-65060	OFFICE SUPPLIES	36.62
J & L LUMBER	179191	Tufboard	610-5-815-9-65407	DEPARTMENT SUPPLIES	58.16
ACE HARDWARE	275163	Screwdriver Set/Voltage Test...	610-5-815-9-65407	DEPARTMENT SUPPLIES	59.98
ACE HARDWARE	275215	Nail on Numbers	610-5-815-9-65407	DEPARTMENT SUPPLIES	28.08
ACE HARDWARE	275216	Driver Bit Set	610-5-815-9-65407	DEPARTMENT SUPPLIES	42.29
ACE HARDWARE	275220	Fasteners/Tape	610-5-815-9-65407	DEPARTMENT SUPPLIES	24.43
HP INC	9810488858-1	Computer Monitors	610-5-815-9-67250	OFFICE EQUIPMENT	1,186.02
Department 815 - SEWER Total:					7,091.34
Fund 610 - SEWER FUND Total:					7,091.34
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
ACCESS SYSTEMS	43238261	SW - Copy Machine Lease	670-5-840-9-65060	OFFICE SUPPLIES	36.62
Department 840 - SOLID WASTE Total:					36.62
Fund 670 - SOLID WASTE FUND Total:					36.62
Grand Total:					117,494.05

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	37,263.01
110 - ROAD USE FUND	21,770.28
112 - TRUST AND AGENCY FUND	400.00
301 - CAPITAL PROJECTS FUND	31,758.85
600 - WATER FUND	19,173.95
610 - SEWER FUND	7,091.34
670 - SOLID WASTE FUND	36.62
Grand Total:	117,494.05

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-64110	LEGAL FEES	2,203.50
001-5-110-1-64316	CONTRACTS	110.00
001-5-110-1-65060	OFFICE SUPPLIES	44.60
001-5-210-2-62100	DUES/SUBSCRIPTIONS	20.60
001-5-210-2-62300	MEETINGS/TRAINING	19.00
001-5-210-2-63320	VEHICLE REPAIRS	2,077.29
001-5-210-2-64322	CONTRACTED SERVICES	5,274.45
001-5-210-2-65325	TREE MAINTENANCE SE...	2,200.00
001-5-210-2-65407	DEPARTMENT SUPPLIES	45.56
001-5-210-2-67621	STREET REHABILITATION	974.50
001-5-410-4-63750	MAINTENANCE	71.23
001-5-410-4-64316	CONTRACTS	182.08
001-5-430-4-64322	CONTRACTED SERVICES	6,337.46
001-5-430-4-64323	COACHES/UMPIRES	2,830.00
001-5-430-4-65410	SOFTBALL PROGRAM SU...	200.00
001-5-445-4-65407	DEPARTMENT SUPPLIES	71.82
001-5-460-4-63710	ELECTRICITY	274.28
001-5-460-4-64322	CONTRACTED SERVICES	350.00
001-5-550-5-64300	ZONING CODE UPDATE	900.00
001-5-620-6-65060	OFFICE SUPPLIES	62.53
001-5-640-6-64110	LEGAL FEES	946.00
001-5-650-6-63100	BUILDING MAINTENANCE	500.00
001-5-650-6-63324	MISC. EXPENDITURES	110.00
001-5-650-6-63710	ELECTRICITY	256.22
001-5-650-6-64322	CONTRACTED SERVICES	8,750.00
001-5-670-6-64316	CONTRACTS	146.48
001-5-670-6-67250	OFFICE EQUIPMENT	751.41
001-5-670-6-67274	CAPITAL IMPROVEMENT...	1,554.00
110-5-210-2-67618	STREET RECONSTRUCTI...	11,794.47
110-5-210-2-67679	STORM SEWER IMPROV...	9,975.81
112-5-460-4-64811	SOCIAL CENTER DEPOSIT...	400.00
301-5-723-8-64063	ENGINEERS FEES	23,011.01
301-5-723-8-64322	CONTRACTED SERVICES	8,747.84
600-5-810-9-62100	DUES/SUBSCRIPTIONS	41.20
600-5-810-9-63320	VEHICLE REPAIRS	39.98
600-5-810-9-63325	WATER MAIN MISC REPA..	4,096.02
600-5-810-9-63710	ELECTRICITY	1,390.82
600-5-810-9-64317	TESTING	175.00
600-5-810-9-64322	CONTRACTED SERVICES	5,010.08
600-5-810-9-64600	IOWA ONE CALL CHARG...	54.25
600-5-810-9-65060	OFFICE SUPPLIES	36.62
600-5-810-9-65407	DEPARTMENT SUPPLIES	1,929.98
600-5-810-9-67812	VALVE REPLACEMENTS	6,400.00
610-5-815-9-62100	DUES/SUBSCRIPTIONS	41.20
610-5-815-9-63320	VEHICLE REPAIRS	566.56
610-5-815-9-63730	TELEPHONE	150.00
610-5-815-9-64317	TESTING	1,157.00
610-5-815-9-64322	CONTRACTED SERVICES	3,686.75

Account Summary

Account Number	Account Name	Expense Amount
610-5-815-9-64600	IOWA ONE CALL CHARG...	54.25
610-5-815-9-65060	OFFICE SUPPLIES	36.62
610-5-815-9-65407	DEPARTMENT SUPPLIES	212.94
610-5-815-9-67250	OFFICE EQUIPMENT	1,186.02
670-5-840-9-65060	OFFICE SUPPLIES	36.62
	Grand Total:	117,494.05

Project Account Summary

Project Account Key	Expense Amount	
None	90,709.52	
30120500339	3,773.52	
30120500382	23,011.01	
	Grand Total:	117,494.05



Dyersville, IA

Expense Approval Register

Item 1.

Packet: APPKT02450 - 10.19.2026 Bills - In House

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 110 - POLICE					
VISA	09.30.2026	CC - Logo Embroidery	001-5-110-1-61817	TUEGEL UNIFORMS	10.00
WEX BANK	115533362	Police - Gas	001-5-110-1-63310	GAS/ETHANOL/DIESEL	3,078.12
ALLIANT ENERGY	09.28.26	Wifi Electricity	001-5-110-1-63710	ELECTRICITY	53.24
BLACK HILLS ENERGY	09.2026	Police - Natural Gas	001-5-110-1-63711	GAS HEAT	43.82
PREFERRED HEALTH CHOICES...	08.2026	HRA Admin	001-5-110-1-64080	INSURANCE PREMIUM	40.00
Department 110 - POLICE Total:					3,225.18
Department: 150 - FIRE					
WEX BANK	115533362	Fire - Gas	001-5-150-1-63310	GAS/ETHANOL/DIESEL	778.34
BLACK HILLS ENERGY	09.2026	Fire Dept - Natural Gas	001-5-150-1-63711	GAS HEAT	43.09
XTREAM / MEDIACOM	10.2026	Cable Service	001-5-150-1-63730	TELEPHONE	96.68
T MOBILE	205797386-19	Mobile Internet	001-5-150-1-63730	TELEPHONE	100.28
Department 150 - FIRE Total:					1,018.39
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	09.28.26	Community Protection Electr...	001-5-180-1-63710	ELECTRICITY	1,706.43
Department 180 - MISC. COMMUNITY PROTECTION Total:					1,706.43
Department: 210 - TRANSPORTATION					
VISA	09.30.2026	CC - APWA Registration	001-5-210-2-62300	MEETINGS/TRAINING	250.00
WEX BANK	115533362	Public Works - Gas	001-5-210-2-63310	GAS/ETHANOL/DIESEL	535.00
ALLIANT ENERGY	10.12.2026	Electricity Street Light Install	001-5-210-2-63710	ELECTRICITY	1,244.98
BLACK HILLS ENERGY	09.2026	Public Works - Natural Gas	001-5-210-2-63711	GAS HEAT	43.82
T MOBILE	205797386-19	Mobile Internet	001-5-210-2-63730	TELEPHONE	100.28
PREFERRED HEALTH CHOICES...	08.2026	HRA Admin	001-5-210-2-64080	INSURANCE PREMIUM	5.95
EMC INSURANCE COMPANIES	7003492075	Insurance Premium	001-5-210-2-64080	INSURANCE PREMIUM	2,454.00
VISA	09.30.2026	CC - Envelopes	001-5-210-2-65407	DEPARTMENT SUPPLIES	379.58
Department 210 - TRANSPORTATION Total:					5,013.61
Department: 410 - LIBRARY					
VISA	09.30.2026	CC - Meeting - Hotel - IPRA	001-5-410-4-62300	MEETINGS/TRAINING	154.10
BLACK HILLS ENERGY	09.2026	Library - Natural Gas	001-5-410-4-63711	GAS HEAT	64.36
PREFERRED HEALTH CHOICES...	08.2026	HRA Admin	001-5-410-4-64080	INSURANCE PREMIUM	15.00
Department 410 - LIBRARY Total:					233.46
Department: 430 - PARKS					
WEX BANK	115533362	Parks - Gas	001-5-430-4-63310	GAS/ETHANOL/DIESEL	146.68
ALLIANT ENERGY	09.28.26	Park Electricity	001-5-430-4-63710	ELECTRICITY	113.77
PREFERRED HEALTH CHOICES...	08.2026	HRA Admin	001-5-430-4-64080	INSURANCE PREMIUM	2.50
TREASURER STATE OF IOWA	09/2026 Sales	Parks Sales Tax	001-5-430-4-64180	SALES TAXES PAID	62.83
TREASURER STATE OF IOWA	09/2026 Sales	Parks Local Sales Tax	001-5-430-4-64181	LOCAL OPTION SALES TAX PA...	10.43
VISA	09.30.2026	CC - Envelopes	001-5-430-4-65060	OFFICE SUPPLIES	379.58
Department 430 - PARKS Total:					715.79
Department: 445 - AQUATIC CENTER					
VISA	09.30.2026	CC - Meeting - Hotel - IPRA	001-5-445-4-62300	MEETINGS/TRAINING	154.10
BLACK HILLS ENERGY	09.2026	Pool - Natural Gas	001-5-445-4-63711	GAS HEAT	43.09
PREFERRED HEALTH CHOICES...	08.2026	HRA Admin	001-5-445-4-64080	INSURANCE PREMIUM	2.50
Department 445 - AQUATIC CENTER Total:					199.69
Department: 460 - COMMUNITY CENTER					
BLACK HILLS ENERGY	09.2026	Social Center - Natural Gas	001-5-460-4-63711	GAS HEAT	47.49
WINDSTREAM / KINETIC BUS...	10.05.26 Soc Ctr	Phone	001-5-460-4-63730	TELEPHONE	129.47
Department 460 - COMMUNITY CENTER Total:					176.96
Department: 620 - CLERK, TREAS & FINANCE					
VISA	09.30.2026	CC - I Phone Case	001-5-620-6-65060	OFFICE SUPPLIES	102.83
VISA	09.30.2026	CC - Battery Back Up / Keybo...	001-5-620-6-65060	OFFICE SUPPLIES	499.98

Expense Approval Register

Packet: APPKT02450 - 10.19.2026

Item 1.

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
VISA	09.30.2026	CC - Envelopes	001-5-620-6-65060	OFFICE SUPPLIES	379.58
Department 620 - CLERK, TREAS & FINANCE Total:					982.39
Department: 650 - CITY HALL & GEN BLDGS					
BLACK HILLS ENERGY	09.2026	City Hall - Natural Gas	001-5-650-6-63711	GAS HEAT	46.76
BLACK HILLS ENERGY	09.2026	Annex - Natural Gas	001-5-650-6-63711	GAS HEAT	43.09
AIRESPRING	08.2026	Phone	001-5-650-6-63730	TELEPHONE	335.85
MAQUOKETA VALLEY ELECTR...	10.202 FOD	Internet- Field of Dreams	001-5-650-6-63730	TELEPHONE	379.55
MAQUOKETA VALLEY ELECTR...	10.2026 Fire	Fiber Optic - Business Ultra	001-5-650-6-63730	TELEPHONE	399.45
AIRESPRING	213096350	Phone	001-5-650-6-63730	TELEPHONE	336.84
IMON COMMUNICATIONS LLC	5304804	Internet Services	001-5-650-6-63730	TELEPHONE	1,005.00
Department 650 - CITY HALL & GEN BLDGS Total:					2,546.54
Department: 660 - TORT LIABILITY					
PREFERRED HEALTH CHOICES...	08.2026	HRA Admin	001-5-660-6-64080	INSURANCE PREMIUM	1.75
Department 660 - TORT LIABILITY Total:					1.75
Department: 670 - OTHER GENERAL GOVT					
VISA	09.30.2026	CC - Apple Busines Subscripti...	001-5-670-6-62100	DUES/SUBSCRIPTIONS	254.70
INTERNATIONAL INSTITUTE ...	10.2026	Membership Dues	001-5-670-6-62100	DUES/SUBSCRIPTIONS	205.00
IOWA LEAGUE OF CITIES	10.2026 Budget	Registration - Budget Workse...	001-5-670-6-62300	MEETINGS/TRAINING	54.00
Department 670 - OTHER GENERAL GOVT Total:					513.70
Fund 001 - GENERAL FUND Total:					16,333.89
Fund: 002 - LIBRARY TRUST FUND					
Department: 410 - LIBRARY					
VISA	09.30.2026	CC - Facebook Ads	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	82.64
VISA	09.30.2026	CC - Kids Can Cook Supplies	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	51.59
VISA	09.30.2026	CC - Paypal LTC Grant	002-5-410-4-67700	LIBRARY TRUST EXPENDITURE	46.58
Department 410 - LIBRARY Total:					180.81
Fund 002 - LIBRARY TRUST FUND Total:					180.81
Fund: 110 - ROAD USE FUND					
Department: 180 - MISC. COMMUNITY PROTECTION					
ALLIANT ENERGY	09.28.26	Road Use Electricity (70%)	110-5-180-1-63710	ELECTRICITY	3,981.66
Department 180 - MISC. COMMUNITY PROTECTION Total:					3,981.66
Fund 110 - ROAD USE FUND Total:					3,981.66
Fund: 600 - WATER FUND					
Department: 810 - WATER					
VISA	09.30.2026	CC - Registration - IA Rural W...	600-5-810-9-62300	MEETINGS/TRAINING	520.00
WEX BANK	115533362	Water - Gas	600-5-810-9-63310	GAS/ETHANOL/DIESEL	710.73
ALLIANT ENERGY	09.28.26	Water Electricity	600-5-810-9-63710	ELECTRICITY	503.33
BLACK HILLS ENERGY	09.2026	Water/Am Legion - Natural G...	600-5-810-9-63711	GAS HEAT	46.02
T MOBILE	205797386-19	Mobile Internet	600-5-810-9-63730	TELEPHONE	100.27
PREFERRED HEALTH CHOICES...	08.2026	HRA Admin	600-5-810-9-64080	INSURANCE PREMIUM	14.78
TREASURER STATE OF IOWA	09/2026 WET	Water Excise Tax	600-5-810-9-64182	WET [WATER EXCISE TAX SE...	6,129.99
VISA	09.30.2026	CC - Envelopes	600-5-810-9-65060	OFFICE SUPPLIES	379.58
Department 810 - WATER Total:					8,404.70
Fund 600 - WATER FUND Total:					8,404.70
Fund: 610 - SEWER FUND					
Department: 815 - SEWER					
WEX BANK	115533362	Sewer - Gas	610-5-815-9-63310	GAS/ETHANOL/DIESEL	1,501.09
ALLIANT ENERGY	09.28.26	Wastewater Electricity	610-5-815-9-63710	ELECTRICITY	167.45
T MOBILE	205797386-19	Mobile Internet	610-5-815-9-63730	TELEPHONE	100.27
PREFERRED HEALTH CHOICES...	08.2026	HRA Admin	610-5-815-9-64080	INSURANCE PREMIUM	10.27
TREASURER STATE OF IOWA	09/2026 Sales	Wastewater Sales Tax	610-5-815-9-64180	SALES TAXES PAID	2,598.90
TREASURER STATE OF IOWA	09/2026 Sales	Wastewater Local Sales Tax	610-5-815-9-64181	LOCAL OPTION SALES TAX PA...	433.15
VISA	09.30.2026	CC - Envelopes	610-5-815-9-65060	OFFICE SUPPLIES	379.58
Department 815 - SEWER Total:					5,190.71
Fund 610 - SEWER FUND Total:					5,190.71

Expense Approval Register

Packet: APPKT02450 - 10.19.2026

Item 1.

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 670 - SOLID WASTE FUND					
Department: 840 - SOLID WASTE					
PREFERRED HEALTH CHOICES...	08.2026	HRA Admin	670-5-840-9-65060	OFFICE SUPPLIES	2.25
				Department 840 - SOLID WASTE Total:	2.25
				Fund 670 - SOLID WASTE FUND Total:	2.25
				Grand Total:	34,094.02

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	16,333.89
002 - LIBRARY TRUST FUND	180.81
110 - ROAD USE FUND	3,981.66
600 - WATER FUND	8,404.70
610 - SEWER FUND	5,190.71
670 - SOLID WASTE FUND	2.25
Grand Total:	34,094.02

Account Summary

Account Number	Account Name	Expense Amount
001-5-110-1-61817	TUEGEL UNIFORMS	10.00
001-5-110-1-63310	GAS/ETHANOL/DIESEL	3,078.12
001-5-110-1-63710	ELECTRICITY	53.24
001-5-110-1-63711	GAS HEAT	43.82
001-5-110-1-64080	INSURANCE PREMIUM	40.00
001-5-150-1-63310	GAS/ETHANOL/DIESEL	778.34
001-5-150-1-63711	GAS HEAT	43.09
001-5-150-1-63730	TELEPHONE	196.96
001-5-180-1-63710	ELECTRICITY	1,706.43
001-5-210-2-62300	MEETINGS/TRAINING	250.00
001-5-210-2-63310	GAS/ETHANOL/DIESEL	535.00
001-5-210-2-63710	ELECTRICITY	1,244.98
001-5-210-2-63711	GAS HEAT	43.82
001-5-210-2-63730	TELEPHONE	100.28
001-5-210-2-64080	INSURANCE PREMIUM	2,459.95
001-5-210-2-65407	DEPARTMENT SUPPLIES	379.58
001-5-410-4-62300	MEETINGS/TRAINING	154.10
001-5-410-4-63711	GAS HEAT	64.36
001-5-410-4-64080	INSURANCE PREMIUM	15.00
001-5-430-4-63310	GAS/ETHANOL/DIESEL	146.68
001-5-430-4-63710	ELECTRICITY	113.77
001-5-430-4-64080	INSURANCE PREMIUM	2.50
001-5-430-4-64180	SALES TAXES PAID	62.83
001-5-430-4-64181	LOCAL OPTION SALES TA...	10.43
001-5-430-4-65060	OFFICE SUPPLIES	379.58
001-5-445-4-62300	MEETINGS/TRAINING	154.10
001-5-445-4-63711	GAS HEAT	43.09
001-5-445-4-64080	INSURANCE PREMIUM	2.50
001-5-460-4-63711	GAS HEAT	47.49
001-5-460-4-63730	TELEPHONE	129.47
001-5-620-6-65060	OFFICE SUPPLIES	982.39
001-5-650-6-63711	GAS HEAT	89.85
001-5-650-6-63730	TELEPHONE	2,456.69
001-5-660-6-64080	INSURANCE PREMIUM	1.75
001-5-670-6-62100	DUES/SUBSCRIPTIONS	459.70
001-5-670-6-62300	MEETINGS/TRAINING	54.00
002-5-410-4-67700	LIBRARY TRUST EXPENDI...	180.81
110-5-180-1-63710	ELECTRICITY	3,981.66
600-5-810-9-62300	MEETINGS/TRAINING	520.00
600-5-810-9-63310	GAS/ETHANOL/DIESEL	710.73
600-5-810-9-63710	ELECTRICITY	503.33
600-5-810-9-63711	GAS HEAT	46.02
600-5-810-9-63730	TELEPHONE	100.27
600-5-810-9-64080	INSURANCE PREMIUM	14.78
600-5-810-9-64182	WET [WATER EXCISE TAX...	6,129.99
600-5-810-9-65060	OFFICE SUPPLIES	379.58
610-5-815-9-63310	GAS/ETHANOL/DIESEL	1,501.09
610-5-815-9-63710	ELECTRICITY	167.45
610-5-815-9-63730	TELEPHONE	100.27

Account Summary

Account Number	Account Name	Expense Amount
610-5-815-9-64080	INSURANCE PREMIUM	10.27
610-5-815-9-64180	SALES TAXES PAID	2,598.90
610-5-815-9-64181	LOCAL OPTION SALES TA...	433.15
610-5-815-9-65060	OFFICE SUPPLIES	379.58
670-5-840-9-65060	OFFICE SUPPLIES	2.25
Grand Total:		34,094.02

Project Account Summary

Project Account Key	Expense Amount
None	33,913.21
410TGRANT	46.58
410TPROG	134.23
Grand Total:	34,094.02



Dyersville, IA

Refund Check Register

Item 1.

Refund Check Detail

UBPKT02863 - Refunds 01 UBPKT02862 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-100028-05	Pledge, Charles Jr.		0	138.21			138.21	Generated From Billing
02-100048-06	Smallins, Jonah		0	57.08			57.08	Generated From Billing
02-100070-04	Scaffidi, David		0	92.90			92.90	Generated From Billing
02-100064-04	Scherbenske, Tad		0	137.35			137.35	Generated From Billing
02-030650-01	Zimmerman, James & Marianne		0	84.81			84.81	Generated From Billing
Total Refunds: 5			Total Refunded Amount:	510.35				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	510.35
Revenue Total:	510.35

Fidelity Bank and Trust
Credit Card Payment

Item 1.

Posting Date	Trans Date	Merchant Name	Description	Amount
XXXX-1290	Shirley Vonderhaar			
9/30/2026	10/1/2026	FACEBK *LT4QY4SW84	Trust - Facebook Marketing Ads	\$ 82.64
9/17/2026	9/18/2026	FAREWAY MEAT AND GROCE	Library - Kids Can Cook Supplies	\$ 51.59
9/14/2026	9/15/2026	PAYPAL *MID AMERICA	Trust - LTC Grant	\$ 46.58
				\$ 180.81
XXXX-0706	Brent Schroeder			
9/29/2026	9/30/2026	USPS.COM POSTAL STORE	[4] Boxes Prestamped Envelopes	\$ 1,897.90
9/14/2026	9/15/2026	IN *HMC SOLUTIONS LLC	Tuegel - Embroderly on Hat	\$ 10.00
				\$ 1,907.90
XXXX-0680	Mick Michel			
9/14/2026	9/14/2026	AMAZON MKTPL*5L7C97B30	Michel - Office Supplies iPhone case	\$ 102.83
9/10/2026	9/11/2026	BUSINESS.APPLE.COM	City - Apple Business Subscription	\$ 254.70
9/5/2026	9/6/2026	AMAZON RETA* 533BC3J92	City Hall - Battery Backup & Keyboard	\$ 499.98
				\$ 857.51
XXXX-1209	John Wandsnider			
9/3/2026	9/4/2026	APWA IOWA CHAPTER FALL	Wandsnider - Conference Registration	\$ 250.00
				\$ 250.00
XXXX-1159	Tricia Maiers			
9/21/2026	9/23/2026	IOWA RURAL WATER ASSOCIAT	Recker & Reicher - Iowa Rural Water Assoc. Conference Registration	\$ 520.00
9/16/2026	9/18/2026	HILTON GARDEN INN	Huehnergath - Hotel for IA Parks & Recreation Conference, Cedar Rapids	\$ 308.20
				\$ 828.20
			City Grand Total	\$ 4,024.42



CITY COUNCIL

Lower Level Council Chambers
Monday, October 05, 2026
6:00 PM

MINUTES

CALL TO ORDER – ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Council Member Oberbroeckling to approve the October 6, 2026 agenda Seconded by Council Member Singsank.

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

ORAL COMMENTS

APPROVAL OF CONSENT AGENDA

Motion made by Council Member English to approve the October 5, 2026 consent agenda Seconded by Council Member Pottebaum.

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

1. Approve Bills; 2. Approve Receipts - May 2026; **3. Approve Receipts** - June 2026; **4. Approve Minutes** City Council Meeting - September 21, 2026; **5. Receive & File** Treasurer's Report - April 2026; **6. Receive & File** Revenue & Expense Report - April 2026; **7. Receive & File** Treasurer's Report - May 2026; **8. Receive & File** Revenue & Expense Report - May 2026; **9. Receive & File** Treasurer's Report - June 2026; **10. Receive & File** Revenue & Expense Report - June 2026; **11. Receive & File** Bi-County Ambulance rent effective October 1, 2026 - \$1,416.54 (3.38% increase); **12. Miscellaneous Correspondence** Keep Iowa Beautiful - September 2026; **13. Miscellaneous Correspondence** Greater Dubuque Development Corporation - September 2026; **14. Miscellaneous Correspondence** John Gallagher regarding Veteran Banners - September 25, 2026; **15. Set date and time** for Trick or Treating in the City of Dyersville for Saturday, October 31, 2026 from 5:30 pm - 7:30 pm. The following bills were approved:

3E	Generator Inspection	\$	5,215.00
Ace Hardware	Bathroom Supplies	\$	10.06
Alliant Energy	Electricity	\$	2,079.77
ASCAP - American Society of Composers	License Fee	\$	467.75
Automatic Systems Co	Contracted Service	\$	1,881.25
Avenarius, Paul	Reimbursement	\$	150.00
Benn, Makyla	Soccer Referees	\$	60.00
Bi-County Disposal Inc	Garbage/Recycling	\$	28,164.24
Boge, Spencer	Soccer Referees	\$	100.00
Brunkan Equipment	Rentals	\$	1,200.00
Central States Radar	Radar Certification	\$	168.00
City of Dubuque - WRRRC	Testing	\$	200.00
Communications Engineering Company	Professional Services	\$	6,182.92
Coyle, Allie	Soccer Referees	\$	15.00
Crescent Electric Supply	Department Supplies	\$	2,062.50
Da Silva, Peyton	Reimbursement	\$	130.00
Dubuque Fire Equipment Inc	Inspection	\$	682.25

Fareway Stores Inc	Supplies	\$ 9.96
FL Krapfl Inc	Manhole Repairs	\$ 7,262.12
Geistkemper, Jeff	Soccer Referees	\$ 140.00
Hawkins Water Treatment	Supplies	\$ 2,087.26
Heiar Fencing & Supply	Supplies	\$ 380.00
Herbers, Tim	Reimbursement	\$ 150.00
HP Inc	Computers	\$ 11,725.53
Huebner, Brynnlee	Soccer Referees	\$ 50.00
IAWEA	Registration	\$ 90.00
Iowa Dept of Natural Resources	Permit Renewal	\$ 120.00
Jasper, Lexi	Refund	\$ 100.00
Jobgen, Nick	Reimbursement	\$ 150.00
Jochum, Rick	Reimbursement	\$ 150.00
John Deere Financial	Supplies	\$ 197.31
Jumbo Visual Projection	Service	\$ 300.00
Kelchen, Halleigh	Refund	\$ 100.00
Kimball Midwest	Supplies	\$ 187.00
Kirkham Michael	Professional Services	\$ 11,200.00
Lamey, Owen	Soccer Referees	\$ 80.00
Lexipol	Supplies	\$ 746.06
Liberty Equipment Rental	Equipment Rent	\$ 1,450.00
Lueck, Tanner	Cell Phone	\$ 150.00
Lynch, Cody	Soccer Referees	\$ 125.00
Macpherson, Joshua	Soccer Referees	\$ 195.00
Macqueen Equipment	Equipment Rent	\$ 15,900.00
Maquoketa Valley Electric Coop	Fiber Optic	\$ 779.00
Mason, James	Soccer Referees	\$ 80.00
Mason, William	Soccer Referees	\$ 45.00
McQuiggin, Lara	Reimbursement	\$ 130.00
Menke, Terry	Reimbursement	\$ 150.00
Microbac Laboratories	Testing	\$ 787.50
Mississippi Valley Tree Experts	Tree Maintenance	\$ 15,210.00
Mitchel, James	Reimbursement	\$ 90.00
Mm Mechanical	Department Supplies	\$ 62.60
Municipal Emergency Services	Equipment	\$ 308.99
Nieman, Tim	Soccer Referees	\$ 120.00
Nosbisch, Lynn	Soccer Referees	\$ 205.00
Origin Design Co	Engineering Fees	\$ 1,742.50
Panton, Lori	Reimbursement	\$ 30.00
Paul's Pest Control	Pest Control	\$ 135.00
Phillips, Alex	Reimbursement	\$ 130.00
Prier, Sharon	Refund	\$ 100.00
Rapids Reproductions	Supplies	\$ 45.60
RDG Planning & Design	Professional Services	\$ 900.00
Recker, Terry	Reimbursement	\$ 150.00
Reliance Standard	Insurance	\$ 723.98
Rowe, McKynlee	Reimbursement	\$ 130.00
Scherbring, Alexis	Soccer Referees	\$ 60.00
Scherbring, Drew	Soccer Referees	\$ 75.00
Segebart, Lucas	Reimbursement	\$ 150.00
Sodawasser, Jon	Reimbursement	\$ 150.00
Three Rivers FS Company	Supplies	\$ 75.90
TJ Cleaning Services	Cleaning Services	\$ 862.50

Tone, Alexander & Gina	Refund	\$ 100.00
Truck Country	Repair	\$ 1,752.64
USA Blue Book	Supplies	\$ 357.31
Werner, Ron	Soccer Referees	\$ 55.00
Wernimont, Evelyn	Soccer Referees	\$ 20.00
WHKS & Co	Engineering Fees	\$ 10,104.27
Williams, Judith	Reimbursement	\$ 130.00
Wilson, Hunter	Soccer Referees	\$ 30.00
Wolf, Jerry	Soccer Referees	\$ 305.00
Wolf, Russ	Soccer Referees	\$ 205.00
Woodward Community Media	Legals/Ads	\$ 1,127.01

001 - General Fund	\$ 40,472.39
110 - Road Use Fund	\$ 578.13
112 - Trust and Agency Fund	\$ 400.00
301 - Capital Projects Fund	\$ 27,487.19
600 - Water Fund	\$ 5,017.84
610 - Sewer Fund	\$ 30,055.13
670 - Solid Waste Fund	\$ 35,418.10
Grand Total:	\$ 139,428.78

April	Treasurer's Report
001 - General Fund	\$ 1,143,409.37
002 - Library Trust	\$ 96,922.84
110 - Road Use Tax	\$ 477,462.62
112 - Trust & Agency	\$ 56,061.00
121 - L.O. Sales Tax Reserve	\$ 1,114,725.30
128 - CDBG / Flood Fund	\$ (474,486.89)
135 - Dyersville TIF Dist Fund	\$ 4,172,200.08
200 - Debt Service	\$ 5,276,175.77
301 - Capital Improvements	\$ (2,077,877.37)
600 - Water Fund	\$ (1,665,426.62)
601 - Water Sinking Fund	\$ 620,268.20
602 - Water Capital Fund	\$ 185,376.92
610 - Sewer Fund	\$ 3,715,662.03
611 - Sewer Sinking Fund	\$ (1,784,767.44)
612 - Sewer Capital Fund	\$ (1,284,415.73)
670 - Solid Waste Fund	\$ (92,428.48)
Totals	\$ 9,478,861.60

May	Receipts	Treasurer's Report
001 - General Fund	\$ 350,818.93	\$ 1,045,273.09
002 - Library Trust	\$ 12,617.95	\$ 107,386.28
110 - Road Use Tax	\$ 59,627.87	\$ 482,394.45
112 - Trust & Agency	\$ (400.00)	\$ 55,261.00
121 - L.O. Sales Tax Reserve	\$ 53,960.54	\$ 1,168,685.84
128 - CDBG / Flood Fund	\$ -	\$ (474,486.89)
135 - Dyersville TIF Dist Fund	\$ 54,056.90	\$ 3,554,034.81
200 - Debt Service	\$ 36,670.02	\$ 4,751,647.66
301 - Capital Improvements	\$ -	\$ (2,998,989.04)
600 - Water Fund	\$ 115,353.31	\$ (1,652,830.03)
601 - Water Sinking Fund	\$ -	\$ 190,963.20
602 - Water Capital Fund	\$ -	\$ 185,376.92

610 - Sewer Fund	\$ 158,122.83	\$ 3,688,797.59
611 - Sewer Sinking Fund	\$ -	\$ (1,995,432.44)
612 - Sewer Capital Fund	\$ -	\$ (1,294,178.97)
670 - Solid Waste Fund	\$ 39,451.04	\$ (90,358.07)
Totals	\$ 880,279.39	\$ 6,723,545.40

June	Receipts	Treasurer's Report
001 - General Fund	\$ 145,455.68	\$ 1,018,840.97
002 - Library Trust	\$ 1,238.43	\$ 99,671.03
110 - Road Use Tax	\$ 62,494.36	\$ 446,404.52
112 - Trust & Agency	\$ 1,900.00	\$ 55,561.00
121 - L.O. Sales Tax Reserve	\$ 46,090.74	\$ 1,214,776.58
128 - CDBG / Flood Fund	\$ -	\$ (474,486.89)
135 - Dyersville TIF Dist Fund	\$ 3,113.24	\$ 5,095,993.01
200 - Debt Service	\$ 4,048.29	\$ 3,988,961.21
301 - Capital Improvements	\$ 464,001.11	\$ (4,207,198.10)
600 - Water Fund	\$ 119,684.51	\$ (1,627,572.13)
601 - Water Sinking Fund	\$ -	\$ 101,499.87
602 - Water Capital Fund	\$ -	\$ 185,376.92
610 - Sewer Fund	\$ 167,843.96	\$ 3,717,123.88
611 - Sewer Sinking Fund	\$ -	\$ (2,394,244.52)
612 - Sewer Capital Fund	\$ -	\$ (1,322,748.47)
670 - Solid Waste Fund	\$ 38,623.80	\$ (91,808.24)
Totals	\$ 1,054,494.12	\$ 5,806,150.64

ACTION ITEMS

16. Resolution No. 84-26 establishing a length of service award program for volunteer firefighters of the Dyersville Fire Department, adopting program guidelines, and authorizing the city administrator to apply for State matching funds and execute program documents

Motion made by Council Member DeSousa to approve Seconded by Council Member Oberbroeckling.
Voting Yea: DeSousa, English, Oberbroeckling, Pottebaum, Singsank Nays: None Motion carried.

17. Resolution No. 85-26 setting forth a proposal to offer certain municipally-owned real property for sale to the general public, and ordering a public hearing on said proposal pursuant to Iowa Code Section 364.7

Motion made by Council Member Oberbroeckling to approve Seconded by Council Member Singsank.
Voting Yea: DeSousa, English, Oberbroeckling, Pottebaum, Singsank Nays: None Motion carried

COUNCIL COMMENTS

ADJOURNMENT

Motion made by Council Member English to adjourn at 6:32 pm Seconded by Council Member Pottebaum.

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

Jeff Jacque, Mayor

Tricia L. Maiers, City Clerk / Treasurer



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 November 1, 2026 through November 30, 2026.

Approved by the City Council of the City of Dyersville, Iowa this 19th day of October, 2026.



November Blasting Permit

From Mike Cole <mcole@bennettexplosives.com>

Date Thu 10/8/2026 8:49 AM

To Sandy Oberbroeckling <soberbroeckling@cityofdymersville.com>

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

Sandy

Bennett Explosives would like to request a Blasting Permit from the City of Dymersville Ia. for the Month of November 2026

Thanks



Mike Cole

General Manager | Bennett Explosives

📍 1951 210th St., Manchester, IA 52057

📞 (563) 363-2131

✉ mcole@bennettexplosives.com

🌐 www.quicksupplyco.com

Business Information

Name of Legal Entity: DYERSVILLE COMMERCIAL CLUB INC

FEIN: XX-XXX5129

Business Type: Corporation

This business is registered with the Secretary of State. Business Number of Secretary of State: 12345

Premises Information

Premises DBA: DYERSVILLE COMMERICAL CLUB PAVILLION

Premises Address: 225TH 11TH ST SE PAVILION ONLY DYERSVILLE IA 52040

Premises Type: Convention Center/Hall

Number of Floors: 1

Control of Premises: Own

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

Has the number of floors of the premises changed?

No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.

No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.

No

License Information

Effective Date: 01-Nov-2026

Length of License Requested: 12 months

Endorsements

Item 4.

Local Authority: City of Dyersville

Dramshop Company: FOUNDERS INSURANCE COMPANY

Ownership Information

Type	Name	Percentage
Individual	DEUTMEYER, MICHAEL	0.00
Individual	AMENT, JANIE	0.00
Individual	BENN, LEVI	0.00
Individual	BENN, JENNIFER	0.00

Privileges Information

Would you like to add or remove any privileges on your license?

No

Privilege(s) Requested

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

Directly outside the doors of the Pavilion area

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: JENN BENN

Phone Number: (563) 451-7814

Email Address: dyersvillecommercialclub@gmail.com

Address: PO BOX 51 DYERSVILLE IA 52040-0051

Attestation Information

Attestation Name: JENNIFER BENN

Attestation Date: 10-Sep-2026



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

www.cityofdyersville.com

CITY OF DYERSVILLE

PARADE PERMIT

This Parade Permit is issued to **Dyersville Downtown Market** 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 **Lighted Christmas Parade** in the City of Dyersville.

The effective date of this permit shall be **December 5, 2026**.

Permit Holder

Jeff Jacque, Mayor

PARADE ROUTE

PARADE ROUTE

PARADE ROUTE

**LINE UP STARTS AT 5 PM
WESTSIDE PARK**

**DYERSVILLE
DOWNTOWN
MARKET**

**LIGHTED CHRISTMAS PARADE
DECEMBER 5 | 6:00 P.M. | DYERSVILLE, IOWA**



SATURDAY, DECEMBER 5

MERRY MINGLE MARKET

**RUN, RUN,
RUDOLPH 5K:
11:30 AM**

**LEGACY SQUARE
MARKET:
12 PM - 4 PM**

**LIGHTED
PARADE:
6 PM**

RACE STARTS AT 11:30 AM

5K ROUTE
TWO LAPS AROUND WESTSIDE PARK AND OVER THE BRIDGE TO CANDY CANE PARK.

1 MILE ROUTE
ONE LAP AROUND WESTSIDE PARK.

RUN, RUN, RUDOLPH 5K & 1-MILE RUN
DECEMBER 5 | 11:30 A.M. | DYERSVILLE, IOWA

DYERSVILLE DOWNTOWN MARKET

DYERSVILLE FAMILY AQUATIC CENTER

SEASON EXPENDITURES / REVENUES

EXPENSES

Personnel Services	2026	2025	2024	2023	2022
Salaries	\$45,639.43	\$44,297.13	\$41,032.67	\$39,223.06	\$31,047.67
Part-time Salaries	\$70,515.10	\$77,674.25	\$74,085.33	\$65,885.88	\$82,814.20
FICA	\$7,088.21	\$7,442.76	\$7,026.90	\$6,429.84	\$6,999.09
Medicare	\$1,657.69	\$1,740.58	\$1,643.46	\$1,503.76	\$1,637.03
IPERS	\$4,308.35	\$4,181.44	\$3,873.44	\$3,702.65	\$2,760.94
S.U.I.	\$160.95	\$180.32	\$171.91	\$181.40	\$178.35
Uniform Allowance	\$312.50	\$883.00	\$1,171.00	\$813.22	\$1,310.06
Meetings/Training	\$1,495.29	\$1,404.41	\$2,115.00	\$1,479.50	\$1,218.00
Dental & Medical Insurance					
Dental, Medical, Group Insurance	\$20,213.79	\$16,970.71	\$14,127.02	\$9,594.58	\$5,878.94
*Total Personnel Services:	\$151,391.31	\$154,774.60	\$145,246.73	\$128,813.89	\$133,844.28
Contractual	2026	2025	2024	2023	2022
Telephone	\$20.00	\$0.00	\$0.00	\$79.13	\$321.90
Electricity	\$10,456.36	\$9,914.33	\$7,316.69	\$9,820.53	\$9,323.78
Gas/Heat	\$3,841.50	\$2,716.74	\$4,653.53	\$2,441.92	\$6,803.70
Registration/Inspection Fees	\$493.00	\$538.00	\$255.00	\$495.00	\$1,054.25
Dues/Subscriptions	\$2,436.00	\$2,252.17	\$90.00	\$0.00	\$0.00
Tests	\$100.00	\$43.00	\$514.50	\$694.25	\$71.75
Insurance Premiums	\$7,263.45	\$7,940.39	\$6,571.95	\$6,306.28	\$5,309.84
Sales Tax	\$4,034.15	\$3,812.06	\$3,527.92	\$3,685.82	\$3,639.23
Local Option Taxes	\$672.37	\$635.34	\$587.99	\$614.30	\$605.87
Contracted Service	\$1,387.98	\$8,747.00	\$1,716.25	\$15,962.35	\$682.00
Refunds	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal Fees	\$0.00	\$0.00	\$0.00	\$250.00	\$231.00
Equipment Repairs	\$3,712.02	\$3,652.36	\$2,601.10	\$11,695.61	\$7,719.01
Capital Improvement/Equipment	\$10,087.33	\$15,560.00	\$12,500.00	\$77,985.89	\$18,250.00
Total Contractual	\$44,854.16	\$55,811.39	\$40,334.93	\$130,031.08	\$54,012.33
Commodities	2026	2025	2024	2023	2022
Supplies	\$13,762.40	\$13,478.48	\$10,657.70	\$14,960.06	\$18,011.78
Concession Stand Supplies	\$9,664.13	\$9,483.27	\$9,911.04	\$9,290.58	\$11,861.92
Maintenance	\$10,276.31	\$8,056.72	\$2,386.08	\$4,246.30	\$5,432.82
Equipment	\$0.00	\$750.00	\$0.00	\$0.00	\$1,049.00
Total Commodities	\$33,702.84	\$31,768.47	\$22,954.82	\$28,496.94	\$36,355.52
TOTAL EXPENDITURES:	\$229,948.31	\$242,354.46	\$208,536.48	\$287,341.91	\$224,212.13

REVENUE

	2026	2025	2024	2023	2022
Pool Admissions/Passes/Parties	\$52,357.12	\$50,358.75	\$44,200.26	\$47,150.46	\$47,085.44
Concession Receipts	\$14,910.24	\$13,175.51	\$14,658.17	\$14,279.90	\$13,297.66
Lessons/Aerobics	\$33,675.00	\$30,805.00	\$29,150.00	\$25,835.00	\$25,381.64
Uniform Reimbursements	\$0.00	\$512.00	\$815.00	\$475.00	\$840.00
TOTAL REVENUE	\$100,942.36	\$94,851.26	\$88,823.43	\$87,740.36	\$86,604.74
NET LOSS	-\$129,005.95	-\$147,503.20	-\$119,713.05	-\$199,601.55	-\$137,607.39

*Personnel Report totals from 4/1

10/1/2026

10/1/2025

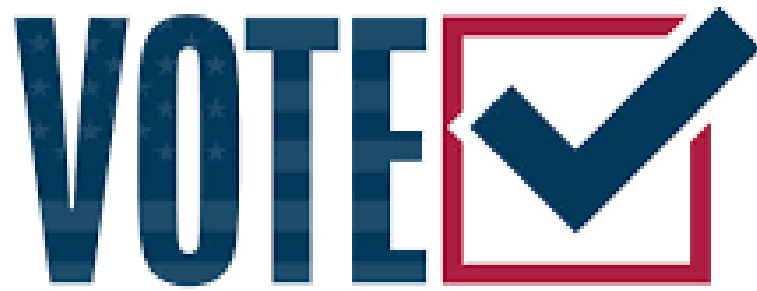
10/3/2024

10/1/2023

10/1/2022

*G/L Accounting # change

10/9/2026



Early Voting

(For any Dubuque County Resident)

Saturday, October 24, 2026

7:30 am – 1:30 pm

Social Center
625 3rd Ave SE



2026 Fall Leaf Pickup

**Leaves will be picked up by Kluesner Sanitation
along with your regular garbage
on October 30th, November 6th, and November 13th.**

Crews will pick up leaves, flowers, bushes, twigs, and branches at your garbage pick-up site on your regular garbage day. Tied bundles of twigs and branches cannot exceed 3 feet in length with a max weight of 40 lbs.

Leaves should be placed at the garbage pick-up site by 7:00 a.m. in the following manner:

- Secured biodegradable PAPER bags
- Open top cardboard boxes
 - o (if you wish to keep your box, put a note on it so the crew leaves it)
- **NO PLASTIC BAGS OR CLOSED CONTAINERS**
- Empty containers (excluding cardboard boxes unless noted) will be left curbside.

**You are welcome to dispose of yard waste at the compost site located at the end of 23rd Avenue SE (near the wastewater treatment facility).
This bin is open 7 days a week for Dyersville residents.**



Dyersville Police Department Monthly Report

September 15th – October 15th, 2026

- 9/17 Beckman Homecoming Parade**
- The homecoming parade needed to be rescheduled to Thursday due to the possibility of unfavorable weather coming in on Friday. Luckily, everyone involved with the parade was flexible and could rearrange their schedules to accommodate the change.
- 9/18 Radar Calibration**
- Once a year radar calibrations were completed on all vehicle radars to keep them in compliance with required certifications.
- 9/18 Beckman Homecoming**
- No major incidents.
- 9/19 Beckman Homecoming Dance**
- No major incidents.
- 9/26 Glow Ball at FOD Movie Site**
- No major incidents
- 9/26 Classic Dreams Car Show**
- The rain held off, and the event was well attended. No major incidents, and no complaints about road closures or access to businesses.
- 10/1 UCR Audit**
- A big Thank-you to Lori Panton for passing our National Incident-Based Reporting System (NIBRS) Certification Review and Audit. Each time an officer responds to a call that requires an incident report to be filled out, that report gets reviewed several times. The final review and submission are one of Lori's duties. This audit covers an entire year, and all of the submissions were error free, which is no easy task when you consider all of the similar codes and data that could be entered by officers in a hurry. These submissions then move on to the State of Iowa, and eventually to the FBI. It is very important to provide accurate data that is free of errors.
- 10/5 Vintage Baseball at FOD Movie Site**
- No major incidents.
- 10/7 Rifle / Night Pistol Qualifications**
- Epworth PD, Farley PD and Peosta Pd combined to do our rifle qualifications and our annual night qualification on handguns. We would like to thank Peosta and Epworth for providing instructors for the training.

10/8**Future Field of Dreams Events Planning**

City Administrator Michels, Sheriff Kennedy and I met to speak about how upcoming events would be managed at the Field of Dreams. This was a preliminary meeting to discuss concerns about staffing and cost. More meetings are to come.

10/10**Iowa Hawkeye Baseball at Field of Dreams Movie Site**

No major incidents.

10/13**AXON Quote Review**

City Administrator Michel, Asst. Chief Tuegel and I met with AXON to talk about renewing our contract for Taser, Car Video, and Body Cam Video.

10/15**Lock Down Drill**

Dyersville Elementary conducted a lock down drill. The Dubuque County Sheriff's Department assisted us.

10/17**Pink Run N Rally**

Raising Bar Fitness held their annual Pink Run N Rally on the NW side of town.

DYERSVILLE POLICE DEPT

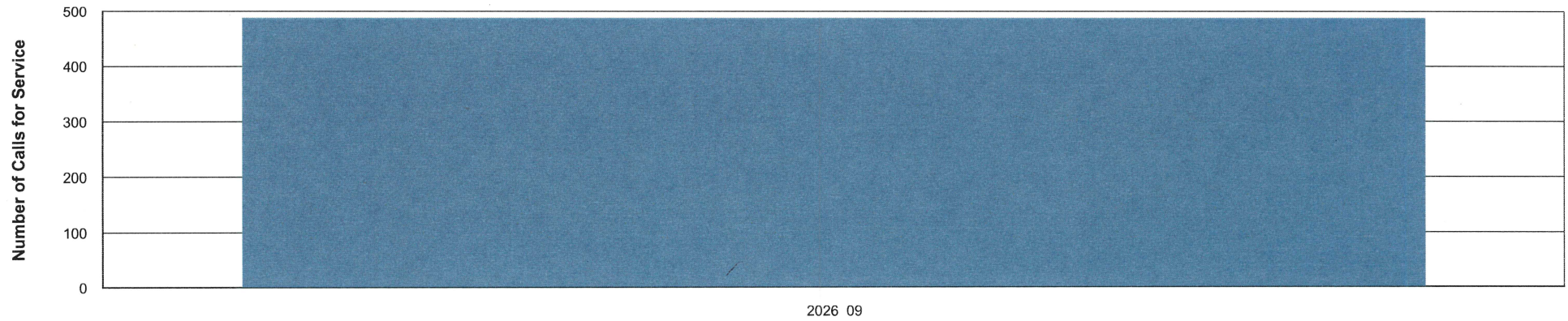
Call Type Monthly Comparison

09/01/2026 thru 09/30/2026

Agency Code: All Agency Type: All

Item 10.

CFS / Month



	2026 Sep	Total
ACCH&R	5	5
ACCPD	4	4
ALARM	3	3
AMB	12	12
ANIMAL	15	15
ASSAULT	1	1
ATL	10	10
BCHK	76	76
BURGLARY	1	1
CAI	12	12

	2026 Sep	Total
CIVIL	1	1
DELASSIS	5	5
DISORDER	3	3
DUBASSIS	8	8
FOLLOWUP	16	16
FOUND	2	2
GUN	1	1
HARASS	2	2
INTOX	1	1
MOTASSIS	7	7
NOISE	5	5
NUI	7	7
OAA	2	2
OPEN	2	2
OTHER	2	2
PARK	7	7
PATROL	124	124
PUBSERV	19	19
RADA	19	19
ROADHAZ	5	5
SCAM	1	1
SEX ASSU	1	1
SUI	1	1
SUSP	13	13

	2026 Sep	Total
TOW	2	2
TRAFFIC	7	7
TS	73	73
VANDAL	1	1
VD	4	4
WELFARE	8	8
Total	488	488

DYERSVILLE POLICE DEPT

Citation Report

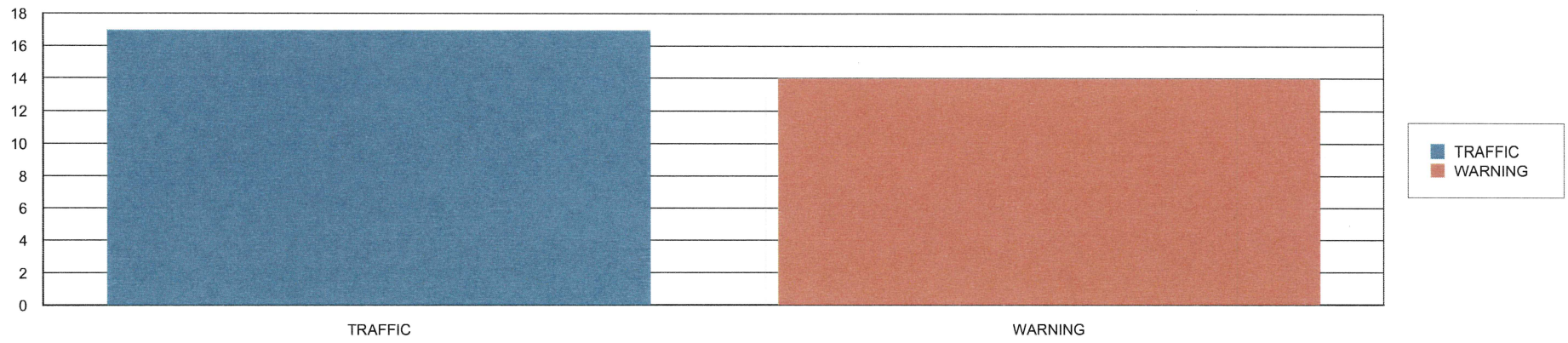
09/01/2026 thru 09/30/2026

Item 10.

Charge Section Code		# of Municipal	# of Traffic	# of Warning	# of Parking	*****SEX*****		*****RACE*****		
						Male	Female	White	Black	Other
321.276	USE ECD WHILE DRIVING>18YOA	0	1	0	0	1	0	1	0	0
321.285	SPEEDING	0	7	1	0	6	2	6	1	1
321.288(1)	FAILURE TO MAINTAIN CONTROL	0	1	0	0	1	0	1	0	0
321.323	UNSAFE BACKING ON HIGHWAY	0	1	0	0	0	1	1	0	0
321.324	FAIL TO YIELD TO EMERGENCY VEH	0	1	0	0	1	0	1	0	0
321.354(1)(A)	321.354(1)(A)	0	1	0	0	1	0	1	0	0
321.381	DRIVING OR TOWING UNSAFE VEH	0	1	0	0	0	1	1	0	0
321.384	FAIL TO USE HEADLAMPS W/REQUIR	0	1	0	0	1	0	1	0	0
321.385	INSUFFICIENT # OF HEADLAMPS	0	0	1	0	0	1	1	0	0
321.387	IMPROPER REAR LAMPS	0	0	6	0	5	1	6	0	0
321.98(1)(a)	OPERATE W/O REGISTRATION/PLATE	0	0	1	0	1	0	1	0	0
321.99	FRAUDULENT USE OF REGISTRATION	0	1	0	0	1	0	1	0	0
63.01 - A	D-SPEEDING 55 OR < (01-05)	0	1	0	0	1	0	1	0	0
DY/62.01(1)	DY/62.01(1)	0	0	1	0	1	0	1	0	0
DY/62.01(109)	DY/62.01(109)	0	0	1	0	1	0	1	0	0
DY/62.01(75)	DY/62.01(75)	0	1	2	0	3	0	3	0	0
DY/63.01-C	DY/63.01-C	0	0	1	0	0	1	1	0	0
Total		0	17	14	0	24	7	29	1	1

CITATION TYPE COUNT

Item 10.

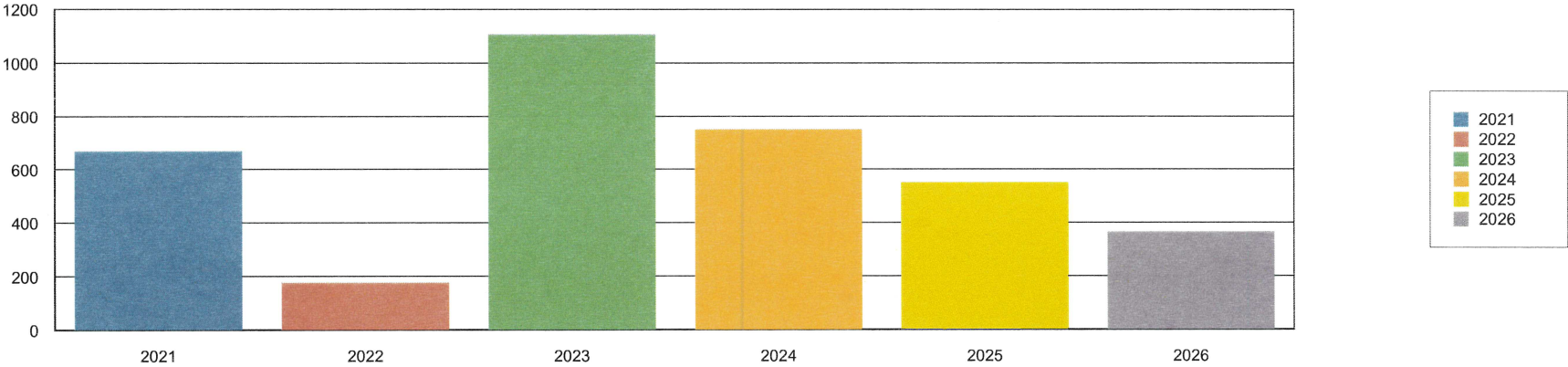


Citations for the last 5 years

	2021	2022	2023	2024	2025	2026	Total
Traffic	277	86	295	292	193	148	1,291
Warning	393	91	813	460	359	218	2,334
Parking	0	0	1	0	0	0	1
Total	670	177	1,109	752	552	366	3,626

Item 10.

CITATIONS PER YEAR



DYERSVILLE POLICE DEPT

Arrest Report

09/01/2026 thru 09/30/2026

Item 10.

IBR Code	# of Arrests	*****SEX*****		*****RACE*****			*****ETHNIC*****	
		Male	Female	Black	White	Other	Hisp	Non
13A-Aggravated Assault	1	1	0	0	1	0	0	1
90Z-All Other Offenses	1	0	1	0	1	0	0	1
Total	2	1	1	0	2	0	0	2

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

IBR Code	Count	%
13A - Aggravated Assault	1	50.00%
90Z - All Other Offenses	1	50.00%
Total	2	

Arrest for the last 5 years	2021	2022	2023	2024	2025	2026	Total
Total	101	67	69	74	54	25	390

DYERSVILLE POLICE DEPT

Arrest Press Log

Item 10.

09/01/2026 @ 00:00 thru 09/30/2026 @ 23:59

Sorted By : Day & Time Juvenile Name & Address: NO

Name: **WRONA,SOPHIE KATHLEEN**

Age: 27 Arrested: 09/06/2026 @ 21:54

Addr: 7046 S 1080 W

Sex: F Arresting Agency: DYERSVILLE POLICE DEPARTMENT

RENSSELAER, IN 47978

Location: 28995 LANSING RD

DYERSVILLE

Code	Charge Description	Incident #	Warrant #
123.46(2)	PUBLIC INTOXICATION	26-003903	

Name: **TEGELER,LUKE DANIEL**

Age: 20 Arrested: 09/29/2026 @ 23:19

Addr: 515 15TH AVE SE

Sex: M Arresting Agency: DYERSVILLE POLICE DEPARTMENT

DYERSVILLE, IA 52040

Location: 640 16TH AVE SE

DYERSVILLE

Code	Charge Description	Incident #	Warrant #
708.2(3)	ASSAULT-DISPLAY DNGRS WEAPON	26-004258	

Total number of Records Selected: 2



Memorandum

TO: City Council, Parks and Recreation Commission
 From: Adam Huehnergath, Parks and Recreation Manager
 RE: Monthly Directors Report September 2026
 CC: Mick Michel, City Administrator
 Date: October 19, 2026

Aquatic Center:

The Aquatic Center financials are included in this packet. Overall, the pool season was a successful one. We had adequate staff all year so open swim, lessons and adult swim were never affected except for weather. From a safety and organizational standpoint everything ran smoothly. The lifeguards had to go into the water only three times to assist a patron all year and the pumps, filtration system and sanitary equipment worked as expected. Terry Recker and Joe Reicher do a great job on winterizing and preventive maintenance on the pool.

Financially, there are many numbers that show a great trend. With a slightly different scheduling scheme for lifeguards and concession workers, we were able to lower variable part-time salaries by 10%. From a revenue standpoint, all three areas saw improvement. We were able to add more individual and group lessons for the summer to boost that up 10% and the trend of having more parties helped admission receipts to go up 4%. The concession stand saw a nice increase in revenue also.

Overall, the Dyersville Aquatic Center shows a net loss but all of the numbers that influence that are trending positive and there are still opportunities to move revenue.

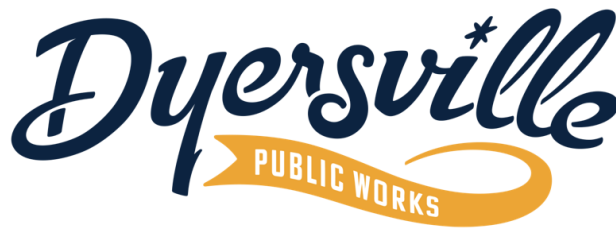
Athletic Fields:

As I put away the equipment and prepare our competition fields for the winter, I replay all the activity our fields have hosted since March. Our seven ball fields have hosted 17 weekend tournaments run by FoD, Dyersville Little League and West Dubuque Youth Baseball. During the week, the 37 Dyersville teams in the Prairie League baseball/softball league played and practiced. The only time the fields were probably not used was Sundays after 5pm. From my estimation, those fields hosted over 1200 games and numerous practices. There are a few improvements and repairs needed this fall but overall, they are in great shape. Special thanks to Russ Bolibaugh and his crew at FoD for keeping the fields in great shape over the weekends.

The soccer fields hosted over 390 matches this summer/fall and some of the fields show that wear. I am working with John at J & J Lawn Care to develop some plans to start the healing this



fall by preparing the worn spots and weed overgrowth. Soccer Saturday will continue to get larger, so more time is needed to care for the fields.



To: Mayor Jacque and City Council Members
Cc: Mick Michel, City Administrator
From: John F. Wandsnider, PE – Public Works Director/City Engineer
Date: October 15, 2026
Subject: Public Works Report: September 17 – October 14, 2026

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

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

The streets and fleets arm of Public Works is doing an excellent job with normal late-summer, early-fall activities in the operations and maintenance of Dyersville's pavement and drainage systems and equipment. We have started sweeping leaves this month and will continue sweeping until a majority of the leaves have fallen, expected sometime in November. As usual, we remind citizens that they are not allowed to rake or blow leaves to the streets.

Streets personnel continue installing and maintaining street-sign assets throughout town. Our normal crack-sealing will be coming in the next week or so.

We have also begun preparing for the upcoming winter season. We have been busy changing oil, wiper blades, checking tires and tire-pressures and other essentials that are involved in preparing the equipment for the upcoming winter months. The two plow/spreader trucks, two plow/dump trucks, the front-end loader, and the skid-loader are all being made ready for the heavier work-load they are needed for over the winter. Our goal every year is to have everything ready by mid-to-late-October.

Public Works staff continues to help Parks and Recreation with a number of maintenance and improvement projects as well as other items.

Operation and Maintenance of Drinking Water Delivery and Wastewater Disposal Systems

The drinking water source, storage, treatment, and distribution systems are serving the city well. The wastewater collection, pumping, treatment, and disposal systems are also operating well. Dyersville's Water and Wastewater operators are doing an excellent job keeping everything functioning smoothly.

We had to replace a couple of important but non-working water valves in the southeast part of town. Also, work has begun on the investigation to see what is causing the water draw-down issues at Well 4 (near 6th Avenue and 8th Street NW).

Please refer to the Water and Wastewater reports for September, below.

Improvement and Expansion Projects (new information in bold)

US-52 / 12th Avenue SE Traffic Signal (added 4/26)

The traffic signal is operational and most everything is complete. The communications cable between 8th and 12th Avenue signals was installed. **Connections are yet to be made and programming will follow.**

Kwik Star Development (added 4/26)

Opening next week.

Stonegate Appartements – Formerly Cardinal Lounge Property (added 4/26)

Work is progressing.

Olde Castle Road Sewer Extension (added 12/25)

This project is nearly complete. It should be done by the end of next week, weather-permitting.

Westlinden Lift Station (added 7/25)

Design is progressing.

1st Street SW Rehabilitation (added 6/25)

Design is moving forward for construction next summer.

3rd Avenue SW Bridge Replacement (added 2/25)

Work continues on the Design. **Bid letting is planned for February, 2027.**

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

The 4th Addition is substantially complete. Street lights, to be installed by Maquoketa Valley Electric, are planned to go in soon – developer is chasing them.

Downtown Streetscape Rehabilitation (Added 4/23)

We are getting quotes for some street pavement repairs/replacements for FY-27.

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

Work was done to correct the issues on the site. We are awaiting the final seeding. A live streaming camera of the site is available for viewing at: <https://video.nest.com/live/G4AGPm8tkR>

- END -

Memorandum

To: Mayor, City Council Members and City Administrator

From: Terry Recker, Water Operator

Date: October 5th, 2026

Subject: **Water Operation September 2026 Report**

Water Pumped

Total Water Pumped for Month	14,429,000 Gallons
Average Pumped per Day	481,000 Gallons
Maximum Daily Pumped	614,000 Gallons

Chlorine Testing

Average Free Chlorine in the System –	1.60 mg/l
Average total Chlorine in the System -	1.67 mg/l

Polyphosphate

Average Residual at Well #4&#5	1.03 mg/l
--------------------------------	-----------

Water Call Outs

0 for the month
Total for the year – 1

Water Main Breaks

0 for the month
Total for the year – 3

Water Activities

99 - Utility Line Locates Completed
35 - Water Work Orders Completed

Operations and Maintenance

Bacteria samples were taken, and the results were negative. The monthly operating report was completed and sent to the DNR. Preventative maintenance was completed at Well#4 and #5, including exercising water valves and doing well draw down at both wells. Daily rounds were completed for the month at both wells. Meter reading was also completed this month.

Water Operator in Charge,
Terry Recker

Memorandum

To: Mayor, City Council Members and City Administrator

From: Wastewater Operator

Date: 10-15-26

Subject: **Wastewater Operations –**

Influent Flows

Total Treated for Month 18,663,000 Gallons
 Average Flow per Day 622,100 Gallons
 Maximum Daily Flow 1,080,000 Gallons
 Average Influent Biochemical Oxygen Demand 145.3mg/l
 Plant loading pounds per day of 696lbs. plant design loading 2400 lbs. per day
 Average Influent Total Suspended Solids 177.9mg/l.
 Plant loading pounds per day 845lbs. plant design loading 3600 lbs. per day.
 Average Influent Total Nitrogen 29 mg/l
 Plant loading pounds per day 141 lbs.
 Average Influent Phosphorous 3.1 mg/l.
 Plant loading pounds per day 13.6lbs.

Effluent Testing

C.B.O.D. Monthly Average	.8mg/l	Limit - 25 mg/l
T.S.S. Monthly Average	2.5mg/l	Limit - 30 mg/l
Ammonia Monthly Average	.02mg/l	Limit – 13 mg/l
Total Nitrogen	30lbs per day	Yearly Average 88lbs per day
Phosphorus	5lbs per day	Yearly Average 24lbs per day E-coli
	12.4mg/l	Limit 126 MPN

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

Total for the year – 19

Things are coming together at the plant as we start the process to get things ready around the plant for winter.

We were able to finish up with the sewer jetting. We ended up with sixty-eight thousand feet of sewer mains cleaned and free of debris. We were able to get through the whole section. And we were able to get through known areas that have caused issues in the past and clean out all the lift stations and we were able to jet all siphon lines.



City of Dyersville
City Administrator's Office

Memorandum

TO: Mayor Jeff Jacque and City Council
From: Mick J. Michel, City Administrator
RE: City Administrator's Report
Date: September 18, 2026

I am pleased to present the monthly report outlining progress on ongoing commitments, priority projects, and initiatives aligned with the goals outlined in our 2026–2027 agenda.

Field of Dreams: Special Events and Public Space Improvements: The City continues to work with Dyersville Events, Inc. and our partners at the Field of Dreams Movie Site on special events scheduled for September and October. Alongside the events themselves, staff are continuing work on street lighting and network connections in and around the Movie Site. Those improvements will support the ballpark and will also strengthen public safety in the City's public streets.

Public Works – Westlinden Lift Station Replacement: Design work on the Westlinden Lift Station Replacement project continues with Origin Design Company. Origin has been coordinating with the Iowa Department of Natural Resources to confirm the floodplain permit requirements that apply to the project site. We have been working with officials from the Environmental Protection Agency and Origin Design to assemble the information the agency requires, and it appears we may request technical modification to the appropriations bill. Stay tune as I work through this process to try to maximize the grant funds available to the City.

Residential Developments: Work on the Southwest Stormwater Improvement project continues in coordination with Eocene Environmental Group. Eocene and I are trying to work through scheduling conflicts to set up a stakeholders meeting. Construction at the Olde Castle Road sanitary sewer extension is substantially completed.

Wage and Compensation Study: I working with the City's consultant to develop a scope of work and an agreement for the study.

Respectfully submitted,

Mick J. Michel,
City Administrator

340 1st Avenue East | Dyersville, IA 52040
563.875.7724 | mmichel@cityofdiersville.com
www.cityofdiersville.com



ECIA Spotlight

EPA Staff Tours Dyersville and Dubuque

Along with staff of our congressional representatives, the EPA visit in August illustrated firsthand how EPA Brownfields funding is helping transform properties and spur economic development in the two cities.

Dyersville – Baseball Building and “If You Build It” Exhibit (completed 2019, pictured below) - Federal and State visitors learned about the property’s history and how ECIA’s EPA Brownfields Assessment grant provided some of the first dollars in, helping identify and address environmental concerns and advance redevelopment. Environmental assessments identified asbestos and lead-based paint, which were abated. Dwier Brown, Field of Dreams star, ultimately purchased the property and invested \$1 million in redevelopment. The project also leveraged Community Catalyst, TIF and local assistance, for a \$1.33 million total investment.

The Landing and Textile Brewery (completed 2018) - The Landing received \$34,077 and Textile Brewery \$2,638 in Brownfields assessment funding. Though relatively small, these investments were critical first steps in addressing vacant, abandoned and deteriorated downtown properties.

At The Landing, two underground storage tanks were removed, contaminated soil was addressed, and the site was capped for public parking. The City brought in approximately 13,000 cubic yards of clean soil, raising the site out of the flood zone, and installed new infrastructure. Two electric vehicle charging stations were also added.

Redevelopment created an 84,000-sq. ft mixed-use structure with 33 apartments and condominiums, four commercial spaces, and 35 ground-level parking spaces. The adjacent building was renovated into Textile Brewery.

Together, the projects represent \$19.9 million in redevelopment investment and 66 jobs created. They also spurred additional downtown investment, including renovated retail space, restaurants, and public parking. The broader downtown area represents approximately \$26 million in total investment.

Three additional Dyersville properties received Brownfields funding in 2017. Across the six sites, ECIA’s EPA Brownfields Assessment grant provided \$46,323 in assessment funding. Collectively, the projects represent approximately \$31.3 million in redevelopment investment, 76 new housing units, nine commercial spaces, and 198 jobs created.

Dubuque – Historic Millwork District, North and South Port, Bee Branch and Comiskey Park (2022–present) - The City shared how it leveraged approximately \$2 million in EPA Brownfields funding into more than \$942 million in total reinvestment. EPA also recognized the City’s recent \$500,000 EPA Community-wide Assessment grant and ECIA’s receipt of additional EPA Supplemental Brownfields Revolving Loan Fund funding.

The visits provided a firsthand look at the lasting impact of EPA’s partnership with Iowa communities and Brownfields funding’s role in transforming challenging properties into revitalization and economic growth opportunities.





Delaware County Receives Grant for **Homeless Prevention**

It may be difficult to believe, but there are people experiencing homelessness in Delaware County, and they need help. Thanks to a recent \$100,000 Community Development Block Grant (CDBG), the County will partner with Community Solutions of Eastern Iowa (CSEI) to provide case management and financial assistance to those who live in the county, who are at risk of losing their permanent night-time residence.

CSEI, staffed through ECIA, regularly helps this vulnerable population through case management and financial assistance, and this grant will do the same. Program outcomes include:

- Provide case management and financial assistance to at least 12 households;
- Provide each household with up to 3 months of rent and/or utility assistance, including arrears;
- Commit to an additional four hours a month of case management support to Delaware County, whether in person or through Helpline contacts.

Targeted financial assistance paired with individualized case management helps citizens both survive crisis and build a

path toward long-term stability. Participants receive support with income growth, employment connection, benefits navigation, budgeting, and landlord mediation tools that strengthen self-sufficiency and reduce future risk.

Mindy Wiley, ECIA Housing Services Supervisor said, "this was the perfect opportunity to partner with CSEI to devote needed time and resources to people who may be experiencing or facing homelessness in Delaware County. This Iowa Economic Development Authority Community Services CDBG program is new and ECIA project partners saw the need and opportunity to provide targeted assistance to this population."

Amanda Dupont, ECIA Project Specialist, wrote the successful grant application, and can be reached at adupont@ecia.org for more information on this and other CDBG programs.



ECIA Secures \$30,000 for Inspiration Stables

Inspiration Stables is a small nonprofit in rural LaMotte, making a huge impact through adaptive horseback riding, serving mostly youth who have autism, Down Syndrome, ADHD, developmental delays, depression, and more. They contracted with ECIA for grant writing this spring and Tricia Wagner, Grant Writer & Program Development Specialist, wrote this successful application.

This boost from the Dubuque Racing Association (DRA) Core grant program will go towards the new indoor riding facility being built on the property, which will allow this organization to offer these wonderful opportunities year-round, not just during the warm months...For people like Brynn (pictured above): When 5-year-old Brynn arrived at Inspiration Stables last year, she had never spoken a word. Diagnosed with nonverbal autism, Brynn's world was full of curiosity—but her ability to express it was locked inside.

Then one sunny spring afternoon, everything changed. Brynn met Max, a gentle therapy horse with a calm presence and kind eyes. With quiet trust, she climbed into the saddle for the very first time. As she settled in, something extraordinary happened. "Go," she said.

One small word—but it broke years of silence.

The new facility will include an arena, community viewing room, six-stall barn, apartment for on-site caretaker, handicap accessible entry to all locations, covered outdoor horse pasture, paved sidewalk around building from parking area, and outdoor storage building. The project will be completed by the end of 2027.

Two ECIA Affiliates Receive **DRA** Core Grants

RTA - \$20,000. DRA funding will go towards implementing the MOVE Initiative (Mobility Outreach, Visibility & Education) through the procurement of a consultant to develop rider education materials, improve passenger information resources, and strengthen community-based outreach efforts across Delaware, Dubuque, and Jackson counties. The project will address persistent misconceptions about public transit and improve public awareness of available transportation options. Through collaboration with human service agencies, healthcare providers, workforce organizations, and other community partners, MOVE will help residents better understand and access transportation needed to reach employment, healthcare, education, and other essential services.

CSEI - \$10,000. This funding will allow CSEI to establish a Lived Experience Advisory Committee (LEAC), which is a formal advisory group who have experienced homelessness and/or housing instability within our community. Committee members will be compensated for their time and expertise and will provide input on program design, service delivery, and strategic priorities. The LEAC will also help strengthen relationships between our organization and the local homeless community by creating consistent, intentional opportunities for dialogue, trust-building, and mutual understanding. The long-term goal is that this committee will be a trusted sounding board for best practices across any and all community services interacting with this population, helping improve coordination, responsiveness, and system-wide effectiveness.





West Branch Named All-Star Community

West Branch was named a 2026 All-Star Community by the Iowa League of Cities for its Heritage Hill redevelopment project. The City was recognized at the League's Annual Conference & Exhibit in Bettendorf, September 23–25.

The All-Star Community Award is the League's most prestigious honor, recognizing innovative efforts in areas such as urban renewal, development, preservation, collaboration, and quality of life. West Branch was one of just three Iowa cities to receive the 2026 award.

For decades, the former Croell cement plant occupied a prominent downtown site, creating noise, dust, truck traffic, and a physical and social divide. Beginning in 2013, City leaders identified relocating the facility and redeveloping the 3.4-acre property as a priority to improve quality of life and strengthen the community's future.

The project required years of planning, environmental review, engineering, and collaboration among local, regional, and state partners. Guided by public input, the City incorporated the redevelopment into its Capital Improvement Plan and comprehensive planning efforts, emphasizing neighborhood connectivity, walkability, and housing opportunities.

ECIA supported the project through an EPA Brownfield Assessment Grant, providing \$72,760 for environmental assessments, cleanup, and reuse planning in 2018 and 2019. ECIA also helped secure a \$50,890 DNR Derelict Building Grant for asbestos abatement and deconstruction. The \$135,563 deconstruction project was completed in June 2020.

Today, Heritage Hill demonstrates the impact of long-term planning, public engagement, and strategic investment.

Maquoketa Named Thriving Community

Maquoketa, Boone, Grinnell, and Le Mars have been selected as Iowa's 2027–2028 Thriving Communities, recognizing their commitment to expanding housing opportunities. The designation, awarded by the Iowa Finance Authority and Iowa Economic Development Authority, provides statewide recognition and scoring advantages for several housing programs. For Maquoketa, the honor recognizes ongoing efforts to increase housing options and strengthen partnerships. City Manager Joshua Boldt said the designation will help attract investment and support housing for workers, families, and seniors.

"This designation reflects the strong commitment our city officials, employers, and community partners share in expanding housing opportunities in Maquoketa," said City Manager Joshua Boldt. "We are proud of the work already underway and look forward to using this recognition to build new partnerships, attract additional investment and create more housing options for our workforce, families, and seniors."

West Branch City Administrator, Adam Kofoed, shown above at the podium, was also named City Administrator of the year at the League's annual conference. Congratulations, Adam!

Staff go **Over the Edge** for a Good Cause

Three brave ECIA staff volunteered to take a gigantic step off the top of Dubuque's tallest building on September 11! Gail Kuhle, RTA Transit Operations Supervisor, Marla Quinn, Municipal Support and Communications Manager, and Tricia Wagner, Grant Writer and Program Development Specialist, were three of 75 people to rappel down 142 feet (12 stories) for United Way of Dubuque Area's Over the Edge annual fundraising event.

Over The Edge is a unique opportunity for individuals and organizations to sign up to participate in an event that culminates in a community-wide celebration. Volunteers raised money to support United Way of Dubuque Area Tri-States (UWDATS) by rappelling off a historic Dubuque building. All funds raised go to UWDATS' Community Impact fund which supports 37 local programs creating healthy communities, youth opportunities, financial security and community resiliency.

Two of ECIA's affiliates, the Regional Transit Authority (RTA) and Community Solutions of Eastern Iowa (CSEI), receive United Way funds for free rides to medical appointments and to help the most vulnerable through CSEI's Housing Helpline. Together, Gail, Marla, and Tricia raised \$3,995 for the UWDATS' Community Impact fund. Way to go, ladies!





Jean Celebrates 40 Years

Jean Dalsing has been a bus driver with the RTA for 40 years. In her own words, Jean reflects on her time.

What do you enjoy most about your work?

I really do enjoy the day-to-day opportunities (challenges). Every day is different, depending on the riders and the weather. There's been a lot of blood, sweat, and tears over the years. I had good bosses and not so good bosses. I'm a people person though, with a lot of connections through my other jobs. I'm proud to be the union steward.

What has your biggest career accomplishment or challenge been over these 40 years?

I was always dealing with new management before ECIA took over in 2006. The Rodeo* stuff is the biggest accomplishment. I enjoy seeing my friends across

the State and at Nationals. I can't keep track of all the contests I've won.

What is your favorite memory of your time here?

My water broke in 1998 at the stock car races, where I had taken a bus load of Sunny Crest Manor residents. I stayed until the end and drove everyone back to Sunny Crest, where four nurses came out and were very concerned. Randi Jo was born the next day.

Any final thoughts?

You get to meet a lot of interesting people. They remember you and look forward to seeing you again. I also work at Luther Manor, the Y, and Good Will's respite care program. Change is hard, especially when the long-term employees retire. I like to keep busy, as you can tell, and I always make time for family.

*The Community Transportation Association of America (CTAA) honors and celebrates the value of rural and community transit operators through an annual national competition on a course that tests skills on every level of the drivers' abilities – Jean (pictured above) placed 2nd this year in the minivan category!

August - September

ECIA Anniversaries



MARIA ELGIN
38 YEARS



CARL REIMER
29 YEARS



MINDY MEYERS
26 YEARS



HOLLY MCPHERSON
24 YEARS



MARK JOBGEN
9 YEARS



TRICIA WAGNER
9 YEARS



LIZ KEMP
9 YEARS



DAWN DANIELSON
7 YEARS



BEN COOPER
4 YEARS



AMBER KELLEY
4 YEARS



SUE SHAULL
3 YEARS



KELLY DAVIS
1 YEAR



RYAN FELLER
1 YEAR

Upcoming Grant Deadlines

- Jones County Community Foundation. October 15.
- Iowans Create Community Mural Program. (get matched with an artist), October 28.
- 2026 Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP). October 30, 4:30 p.m. CT.
- Georgia-Pacific Grant. October 31.
- Trees Forever. November 1.
- GIG Fund - Arts Midwest. November 4.
- Black Hills Energy Power of Trees. November 15.
- Foundation of Cornerstone Communities. November 5.
- RJ McElroy Trust. November 18.
- Walmart - Spark Good Local Grants. November 30.
- Iowa LTAP Work Zone Sign Package Program. Rolling.
- Pedestrian Curb Ramp Construction. Rolling.
- Trees Please. Rolling.

NOTICE OF PUBLIC HEARING

The City Council of the City of Dyersville, Iowa, will meet at the Memorial Building, 340 1st Avenue East, on the 19th day of October, 2026, at 6:00 PM, at which time and place a public hearing will be held on the City Council's proposal to declare surplus and offer for sale to the general public all right, title, and interest of the City in and to the following legally described real property:

Lot 5 of TEGELER SUBDIVISION in the City of Dyersville, Dubuque County, Iowa, according to the recorded Plat thereof.

Local Address: 703 2nd Avenue SW, Dyersville, Iowa 52040

The property will be listed and marketed via a standard MLS brokerage listing at an initial target listing price of \$60,000.00, subject to a minimum baseline valuation threshold as determined by appraisal. Any sale of the property, including the final contract price and the specific purchaser, remains subject to definitive authorization by a subsequent resolution of the City Council, and the City reserves the right to reject any and all offers received.

A copy of the resolution setting forth the proposal is on file in the office of the City Clerk, Memorial Building, 340 1st Avenue East, Dyersville, Iowa, and is available for public inspection during regular business hours.

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, make a final determination on the proposal by resolution.

Tricia L. Maiers, City Clerk

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Lot 5 of TEGELER SUBDIVISION in the City of Dyersville, Dubuque County, Iowa, according to the recorded Plat thereof.

Local Address: 703 2nd Avenue SW, Dyersville, Iowa 52040.

The property will be listed and marketed via a standard MLS brokerage listing at an initial target listing price of \$60,000.00, subject to a minimum baseline valuation threshold as determined by appraisal. Any sale of the property, including the final contract price

and the specific purchaser, subject to definitive authorization by a subsequent resolution of the City Council, and the City reserves the right to reject any and all offers received.

A copy of the resolution setting forth the proposal is on file in the office of the City Clerk, Memorial Building, 340 1st Avenue East, Dyersville, Iowa, and is available for public inspection during regular business hours.

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Tricia L. Maiers, City Clerk

10-14

RESOLUTION NO. 86-26

A RESOLUTION MAKING A FINAL DETERMINATION TO OFFER CERTAIN MUNICIPALLY-OWNED REAL PROPERTY FOR SALE TO THE PUBLIC, AUTHORIZING THE LISTING OF LOT 5 OF TEGELER SUBDIVISION (703 2ND AVENUE SW) FOR SALE, AND AUTHORIZING THE CITY ADMINISTRATOR TO BEGIN THE LISTING AND ENTER INTO AN EXCLUSIVE RIGHT TO SELL LISTING CONTRACT WITH AMERICAN REALTY

WHEREAS, by Resolution No. 85-26, adopted on the 5th day of October, 2026, the City Council of the City of Dyersville, Iowa (the “City”), set forth its proposal to declare surplus and offer for sale to the public all right, title, and interest of the City in and to the real property legally described as Lot 5 of TEGELER SUBDIVISION in the City of Dyersville, Dubuque County, Iowa, according to the recorded Plat thereof, with a local address of 703 2nd Avenue SW, Dyersville, Iowa 52040 (the “Property”), and set a public hearing on said proposal as required by Iowa Code Section 364.7; and,

WHEREAS, notice of the proposal and of the public hearing was published in the Dyersville Commercial Newspaper on the 14th day of October, 2026, in accordance with Iowa Code, and the City Council conducted the public hearing on the 19th day of October, 2026, at the Memorial Building, 340 1st Avenue East; and,

WHEREAS, following the public hearing, the City Council has determined that it is in the best interest of the City to proceed with the offering of the Property for sale on the open market, as proposed in Resolution No. 85-26; and,

WHEREAS, the City has received a proposed Exclusive Right to Sell Listing Contract (the “Listing Contract”) from American Realty (the “Broker”), under which the Broker would list and market the Property through the East Central Iowa Multiple Listing Service at a listing price of \$60,000.00, for a listing period of October 23, 2026, through April 23, 2027, with listing brokerage compensation of three percent (3%) of the sale price and buyer brokerage compensation of up to three percent (3%) of the sale price; and,

WHEREAS, Resolution No. 85-26 provides that the final sale of the Property, the final contract price, and the specific purchaser remain subject to definitive authorization by a subsequent resolution of the City Council.

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

SECTION 1. FINAL DETERMINATION. Following the public hearing held on the 19th day of October, 2026, the City Council hereby makes its final determination under Iowa Code Section 364.7 to proceed with the proposal set forth in Resolution No. 85-26 and to offer the Property for sale to the public on the open market.

SECTION 2. LISTING AUTHORIZED. The City Council hereby authorizes the listing of the Property for sale to the public on the open market through the East Central Iowa Multiple Listing

Service, at a listing price of \$60,000.00, and authorizes the City Administrator to begin the listing of the Property.

SECTION 3. LISTING CONTRACT APPROVED. The City Council hereby approves the Listing Contract with American Realty for the Property, on the terms described above, and authorizes the City Administrator to enter into the Listing Contract, and to sign the agency disclosure forms that accompany it, on behalf of the City of Dyersville, Iowa, as Seller.

SECTION 4. LIMITS OF AUTHORITY. This resolution does not approve a sale of the Property, accept an offer, or authorize the conveyance of any interest in the Property. The final sale, the final contract price, and the specific purchaser remain subject to definitive authorization by a subsequent resolution of the City Council, and the City reserves the right to reject any and all offers received. The City Administrator is not authorized to change the listing price, the listing period, or the brokerage compensation stated in this resolution without further action of the City Council.

SECTION 5. COMPENSATION AND PROCEEDS. Under the Listing Contract, brokerage compensation is payable at the closing of a sale from the sale proceeds, except as the Listing Contract otherwise provides. Net proceeds from the sale of the Property shall be deposited in the General Fund.

SECTION 6. REPEALER. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 7. EFFECTIVE DATE. This resolution shall be in full force and effect upon its adoption.

PASSED AND APPROVED by the City Council of the City of Dyersville, Iowa, this 19th day of October, 2026.

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 a brokerage 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 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-Seller. 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 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. SELF REPRESENTATION.** 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.

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

Seller

Buyer

Seller

Agent for Broker

REQUEST TO COMPLETE FORM DOCUMENTS

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

Buyer

Seller

Buyer

Seller

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”)
Broker compensation is not set by law and is fully negotiable.

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 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		Seller	
Buyer		Seller	

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 703 2nd Avenue Southwest, Dyersville, IA 52040

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		Seller	
Buyer		Seller	
Buyer Agent		Seller Agent	

**LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)**

This Listing Contract is to be used only for properties to be filed with ECIMLS, whose members are subject to the Bylaws and Rules & Regulations of ECIMLS, Inc. and the Bylaws of the East Central Iowa Association of REALTORS®, Inc.

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

For and in consideration of the mutual agreements contained herein, the undersigned Seller and Broker/Agent agree, as follows:

(1) The Seller Michael J. Michel for City of Dyersville

hereby EXCLUSIVELY lists for sale or exchange with American Realty

Brokerage

as sole and exclusive agent, the following described property:

703 2nd Avenue Southwest, Dyersville, IA 52040

Address

City

State

ZIP

Legally described as, or parcel # 0731106001

Seller warrants he/she has the legal right to sell and convey the above described property.

(2) Price \$60,000.00 Terms Cash or Financing

(3) From 10/23/2026 to 04/23/2027 inclusive, and give possession As Agreed

(4) Listing Broker/Agent agrees to use his/her best efforts to sell said property both by Multiple Listing and personal solicitation, and agrees to immediately forward this listing and any status changes/sales information to East Central Iowa Multiple Listing Service, Inc. which shall, in turn, forward the listing information to all members of the East Central Iowa Multiple Listing Service, Inc. at no cost to the Seller.

(5) **Listing Brokerage Compensation:** Broker compensation is not set by law and is fully negotiable. Broker's compensation for services rendered is solely a matter of negotiation between the Broker and their Client and may not be fixed, controlled, recommended or maintained by any person not a party to the Agreement. In consideration of the obligations of the Brokerage, the Seller agrees to pay Listing Brokerage, at the time of closing on the sale of the property or immediately upon breach of the Purchase Contract by Seller, the following compensation (**check one box or, if both boxes are checked, it shall be the greater of**):

☒ Seller agrees to pay to the Listing Brokerage a compensation of 3 % of the Sale price. Sale price shall be defined as the gross sale price represented on the Purchase Contract and any Amendments thereto and shall not be reduced by any allowance, prepaids, or other concessions to Buyer(s).

☐ Seller agrees to pay Listing Brokerage a compensation of \$.

(6) **Buyer Brokerage Compensation:** Seller agrees to pay Buyer Brokerage, at the time of closing on the sale of the property or immediately upon breach of the Purchase Contract by Seller, the following compensation (check one box or, if both boxes are checked, it shall be the greater of):

☒ Seller agrees to pay to the Buyer Brokerage a compensation of up to 3 % of the Sale price. Sale price shall be defined as the gross sale price represented on the Purchase Contract and any Amendments thereto and shall not be reduced by any allowance, prepaids, or other concessions to Buyer(s).

☐ Seller agrees to pay Buyer Brokerage a compensation of up to \$.

The Buyer Brokerage compensation is paid in addition to the Listing Brokerage compensation. Seller agrees to give the Listing Brokerage permission to advertise and/or communicate to Buyer or Buyer Brokerage that Buyer Brokerage Compensation requests, if any, must be included in any offer submitted.

There shall be no mention of compensation on any Multiple Listing Service (MLS), nor shall compensation be included in any document uploaded to the MLS or an MLS adjacent service.

Compensation is a negotiable element of a real estate transaction. If compensation for Buyer Brokerage, as agreed upon in an accepted offer, is less than Buyer Brokerage Compensation, Seller has agreed to pay in this Section Six (6) the remaining difference shall be retained by Seller.

Broker fees are not fixed, controlled, recommended, suggested or maintained by any Association of REALTORS, any listing service, or set by law.

SELLER INITIALS SELLER INITIALS

703 2nd Avenue Southwest, Dyersville, IA 52040

Address

City

State

ZIP

(7) The compensation shall also be paid if the property is sold, conveyed, or otherwise transferred within 120 days after the expiration of this contract or any extension thereof to anyone with whom the Seller, Broker, any of Broker's agents, or any Cooperating Broker negotiated, presented or personally exhibited by showing the property prior to final expiration, provided Seller has received notice in writing, including the name and address of prospective purchasers, before expiration of this contract or any extension thereof. However, Seller shall not be obligated to pay the compensation if a valid listing contract is entered into with another licensed real estate broker during the term of said protection period and the sale, lease or exchange of the property is made during the term of said protection period.

If the event that the undersigned does not elect an option under section 8 or section 9 below by properly checking a box and providing the requested information then said section shall be void and inapplicable.

(8) **Listing Brokerage Compensation – Rent/Lease** - Lessor/Seller agrees to pay Listing Broker the following compensation (check one box or, if both boxes are checked, it shall be the greater of):

- ☐ Lessor/Seller agrees to pay the Listing Brokerage a compensation of \$ _____.
- ☐ Lessor/Seller agrees to pay the Listing Brokerage a compensation of _____% of the total rent due over the life of the lease term
- ☐ Other: _____

The compensation shall be payable whether the real estate is rented or leased by the Lessor/Seller, Broker, any of Broker's agents or any other person during the period of this contract or any extension thereof. Listing Broker is owed compensation as set forth in this paragraph 8 upon execution of the lease or as defined in Section 19 (Other Terms).

(9) **Lessee Brokerage Compensation – Rent/Lease** – Lessor/Seller agrees to pay Lessee Brokerage upon execution of the lease or as defined in Section 19 (Other Terms) (check one box or, if both boxes are checked, it shall be the greater of):

- ☐ Lessor/Seller agrees to pay the Lessee Brokerage a compensation of \$ _____.
- ☐ Lessor/Seller agrees to pay the Lessee Brokerage a compensation of _____% of the total rent due over the life of the lease term
- ☐ Other: _____

The Lessee Brokerage compensation is paid in addition to the Listing Brokerage compensation. Lessor/Seller agrees to give the Listing Brokerage permission to advertise and/or communicate to Lessee or Lessee Brokerage that Lessee Brokerage Compensation requests, if any, must be included in any offer submitted.

There shall be no mention of compensation on any Multiple Listing Service (MLS), nor shall compensation be included in any document uploaded to the MLS or an MLS adjacent service.

Compensation is a negotiable element of a real estate transaction. If compensation for Lessee Brokerage, as agreed upon in an accepted offer, is less than Lessee Brokerage Compensation that Lessor/Seller has agreed to pay in this Section Nine (9), the remaining difference shall be retained by Lessor/Seller.

(10) Seller agrees to immediately refer to Broker all prospective purchasers or Brokers who contact Seller for any reason and to provide Broker with their names and addresses.

(11) The Seller warrants and represents that no government agency has served any notice to Seller requiring repairs, alterations or corrections of any existing conditions EXCEPT (if none state so) None

(12) Seller agrees to provide a seller's disclosure or property condition report, lead based paint disclosure and radon disclosure if required with the listing, unless exempt by law. (Required for residential property one through four units)

(13) Seller authorizes Listing Broker to use earnest funds forfeited by Buyer to pay transaction expenses (such as abstracting, legal fees and/or inspection costs) prior to providing balance of those funds to Seller.

SELLER INITIALS SELLER INITIALS

703 2nd Avenue Southwest, Dyersville, IA 52040

Address

City

State

ZIP

(14) Seller agrees to furnish buyer a warranty deed, or other deed deemed appropriate by buyer's attorney.

(15) Seller permits use of: Keys ☐ Yes ☒ No; Lockbox ☐ Yes ☒ No; Yard Sign ☒ Yes ☐ No; Internet ☒ Yes ☐ No;Interior photos/video ☐ Yes ☒ No;(16) Is there any audio/video surveillance of the property? ☐ Yes ☒ No

(17) Seller of real property is hereby informed that the Lockbox is not designed or intended as a security device. Seller is responsible for notifying any tenants accordingly.

(18) List any personal property included with the sale of the real estate: _____

(19) Other Terms: _____

(20) ☐ Other form(s) attached (please list)(21) Multiple Offers: Authorize listing agent to inform agents with competing offers that there are multiple offers ☒ Yes ☐ No**NOTICE: Any notice required under this Contract shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail.****IF A PURCHASE/LEASE CONTRACT IS ACCEPTED WITHIN THE PERIOD OF THE LISTING, THE TERMS OF THIS LISTING CONTRACT SHALL REMAIN ENFORCEABLE THROUGH SETTLEMENT.****REQUEST TO COMPLETE FORM DOCUMENTS Seller(s) request that Broker select prepare and complete form documents as authorized by Iowa law or rule. (Iowa Supreme Court Rule 118A.3)****THIS PROPERTY IS OFFERED WITHOUT REGARD TO RACE, COLOR, CREED, SEX, AGE, RELIGION, NATIONAL ORIGIN, MENTAL & PHYSICAL DISABILITY, GENDER IDENTITY, FAMILIAL STATUS OR SEXUAL ORIENTATION. IF THIS FORM IS USED FOR AN ILLINOIS TRANSACTION: IT INCLUDES ANCESTRY, AGE, MARITAL STATUS, AND ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.****SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER'S APPOINTED/DESIGNATED AGENT/BROKERAGE ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES HARMLESS (INCLUDING ATTORNEY'S FEES) FROM ALL CLAIMS ARISING FROM ANY AGENT OR PROSPECTIVE PURCHASER BEING INJURED ON THE PROPERTY FOR ANY REASON.****THIS IS A LEGALLY BINDING CONTRACT. If not understood, consult with the lawyer of your choice.**_____
Seller's Signature

Date

Seller's Signature

Date

Michael J. Michel for City of Dyersville

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

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

Address

City

State

ZIP

Phone _____ Seller e-mail mmichel@cityofdyersville.comBroker Office American Realty

Agent Signature: _____

Office Phone 5635999842Agent e-mail: aludwigrealtor@gmail.com

RESOLUTION NO. 87-26**A RESOLUTION APPROVING A GIFT AGREEMENT WITH DELIA ARMSTRONG FOR THE LEGACY PLAYGROUND AT WESTSIDE PARK AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

WHEREAS, the City owns and operates Westside Park, a public park in Dyersville, Iowa, and wishes to build a new inclusive, interactive playground within Westside Park, referred to as the “Legacy Playground”; and,

WHEREAS, Delia Armstrong (the “Donor”) wishes to support the Legacy Playground by making a restricted gift to the City of Two Hundred Fifty Thousand Dollars (\$250,000) (the “Gift”), to be used solely for the Legacy Playground project; and,

WHEREAS, the estimated total cost of the Legacy Playground project is approximately \$750,000, a planning estimate that may change as the design is finalized; and,

WHEREAS, the City Council finds that accepting the Gift and approving the Gift Agreement is in the best interests of the City and its residents and will provide a lasting public recreation facility for children and families of all abilities; and,

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

SECTION 1. Approval of Agreement. The Gift Agreement between the City of Dyersville, Iowa, and Delia Armstrong for the Legacy Playground at Westside Park, in the form attached to this Resolution, is approved, and the Gift is accepted subject to the terms of the Gift Agreement.

SECTION 2. Authorization to Sign. The Mayor is authorized to sign the Gift Agreement on behalf of the City, and the City Clerk is authorized to attest the Mayor’s signature.

SECTION 3. Administration. The City Administrator is authorized and directed to take the actions needed to carry out the Gift Agreement, including receiving the Gift, holding and accounting for it as a restricted fund balance within the General Fund as the Gift Agreement provides, and issuing the written acknowledgment of the Gift to the Donor upon receipt.

SECTION 4. Appreciation. The City Council expresses its sincere appreciation to Delia Armstrong for her generous gift to the Dyersville community.

SECTION 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED this 19th day of October, 2026.

CITY OF DYERSVILLE, IOWA

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

GIFT AGREEMENT LEGACY PLAYGROUND AT WESTSIDE PARK

This Gift Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 2026, by and between Delia Armstrong (“Donor”) and the City of Dyersville, Iowa, a municipal corporation (“City”). The Donor and the City are each a “Party” and, together, the “Parties.”

Recitals

WHEREAS, the City of Dyersville, Iowa, owns and operates Westside Park, a public park in Dyersville, Iowa; and,

WHEREAS, the City wishes to build a new inclusive, interactive playground within Westside Park, which, for purposes of this Agreement, is called the “Legacy Playground”; and,

WHEREAS, the Donor wishes to support the Legacy Playground by making a financial gift of Two Hundred Fifty Thousand Dollars (\$250,000); and,

WHEREAS, the estimated total cost of the Legacy Playground project is approximately \$750,000, a planning estimate used for discussion that may change as the design is finalized; and,

WHEREAS, the Parties wish to set forth the terms of the Donor’s gift and the City’s commitments in return; and,

NOW, THEREFORE, in consideration of the mutual promises set out in this Agreement, the Parties agree as follows:

The recitals set out above are true and correct and are incorporated into and made a part of this Agreement as if fully restated in the body of this Agreement.

1. The Gift

The Donor agrees to give the City the sum of Two Hundred Fifty Thousand Dollars (\$250,000) (the “Gift”). The Donor shall pay the full Gift in a single lump sum on or before December 31, 2026.

2. Restricted Use of the Gift

The Gift is a restricted gift. The City shall use the Gift solely for the Legacy Playground project described in this Agreement and shall not use it for any other purpose.

Upon receipt of the Gift, the City shall hold it as restricted funds within the City’s General Fund. The Gift will be accounted for as a restricted fund balance within the General Fund. The City shall track the Gift separately within the General Fund so that the funds can be clearly identified, tracked, and reviewed. The City shall hold the Gift in this manner until the funds are spent on the Legacy Playground project or until they are handled under Section 7 of this Agreement.

3. The Legacy Playground Project

The Legacy Playground will be an inclusive, interactive playground within Westside Park. “Inclusive” means the playground is designed so children of differing physical, sensory, cognitive, and social abilities can use and enjoy it together consistent with the principles of universal design.

The Legacy Playground project includes the entire playground facility — including the play structures, playground surface, safety surfacing, site preparation, design, permitting, and installation — as well as the donor recognition board described in Section 4. The Gift may be applied to any part of this project.

The City will have absolute discretion to determine the Legacy Playground's design and size to meet the community's needs. The City Council must approve the final design before the City orders any playground materials or equipment.

A conceptual drawing of the Legacy Playground is attached as Exhibit A. The drawing illustrates the general concept of the playground so the Donor understands what the Gift will help create. The drawing is for illustration purposes only and is not the final design. It may change at the City's discretion.

4. Donor Recognition Board

In return for the Gift, the City will provide a donor recognition board (the “Donor Board”) at the Legacy Playground.

The Donor will prepare and approve the content of the Donor Board. The Donor may use the Donor Board to recognize the Donor and the Donor's family members who have contributed to the project. The City's role in the content shall be to review to confirm the content is appropriate for a public park setting and is not unlawful or offensive. The City agrees that it will not unreasonably withhold its approval.

The Donor Board will be a permanent, weather-resistant sign. The City will set the size, materials, and exact placement of the Donor Board as part of the design process. The City will place the Donor Board adjacent to or within the Legacy Playground area.

The cost to design, build, and install the Donor Board is part of the Legacy Playground project and may be paid from the Gift.

The City will maintain the Donor Board for the useful life of the Legacy Playground. If the Legacy Playground is ever removed, replaced, or substantially rebuilt, the City will make a good-faith effort to preserve the Donor Board or to provide comparable donor recognition in its place.

5. Naming

For purpose of this Agreement, the playground is referred to as the “Legacy Playground.” The City does not commit to permanently naming the playground. Any formal or permanent naming of the playground is left to a future City Council to be determined once the project has been completed. The official naming of the playground will be done by a separate resolution.

6. City Commitment to Complete the Project

The City commits to fund and substantially complete the Legacy Playground project on or before June 30, 2030. The City will use its best efforts to secure the remaining funds needed for the project through grants, additional donations, and City budget appropriations.

“Substantially complete” means the Legacy Playground is open and available for public use, although minor punch-list items remain to be finished.

If the City is delayed in completing the Legacy Playground project by causes beyond its reasonable control — such as a natural disaster, severe weather, pandemic, war, labor dispute, or the inability to obtain materials — the delay will extend the June 30, 2030, completion date. The City will give the Donor written notice of the delay and its expected effect on the schedule. This Section does not excuse the City from completing the project; it only extends the time to do so for the period of the delay.

7. Disposition of the Gift if the Project Is Not Completed

If the Legacy Playground project is not substantially completed by June 30, 2030, or before the end of any extension as provided in Section 6 of this Agreement, or if the City formally decides not to move forward with the project, the City will redirect the Gift to a substantially similar public park or playground located at Westside Park. The Donor expressly agrees that this honors the Donor’s intent to support inclusive, public recreation.

The Gift will be returned to the Donor only in the event that the City **through action by the City Council** formally abandons the Legacy Playground project and cannot identify a comparable public park or playground purpose for the funds within one (1) year after such abandonment.

8. The Restroom Facility

The Parties understand that a public restroom facility will be needed near the Legacy Playground to serve park users. The City commits to providing a public restroom facility adjacent to the Legacy Playground.

The restroom facility is a separate City project. It is not part of the Legacy Playground project, and the Gift will not be used to pay for the restroom facility. The City will fund the restroom facility from other funding sources.

9. Design Review and Donor Input

The City will have the absolute discretion to determine the design of the Legacy Playground. After the City completes a preliminary design beyond the conceptual drawing, the City will share that preliminary design with the Donor solely for the Donor’s information.

The Donor may offer comments or input on the preliminary design in the same way and to the same extent as any other member of the public. The Donor does not have the right to approve, reject, or control the final design. The City retains full authority over the design, and the City Council must approve the final design before any materials or equipment are ordered.

10. Ownership and Maintenance

The Legacy Playground and the Donor Board are public infrastructure. The City of Dyersville will own the Legacy Playground and the Donor Board and will be responsible for their maintenance.

11. Tax Acknowledgment

The City of Dyersville is a governmental unit. Upon receipt of the Gift, the City will provide the Donor with a written acknowledgment confirming receipt of the Gift and the restriction on its use. The City will issue this written acknowledgment to the Donor upon receipt of the funds.

The Donor understands that, in return for the Gift, the Donor receives the Donor Board as recognition. The Donor is responsible for determining the value, if any, of that recognition for tax purposes. The City Agrees to Cooperate with Donor and to provide such additional information as maybe reasonably required by Donor as evidence for tax deductibility of the Gift.

The City makes no representation or warranty about whether the Gift is tax-deductible or about any other tax treatment of the Gift. The Donor should consult the Donor's own tax advisor regarding the deductibility of the Gift under the Internal Revenue Code.

12. Notices

Any notice, request, proposed amendment, or other formal communication under this Agreement must be in writing.

Notices to the City shall be sent to:

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

Notices to the Donor shall be sent to: Delia Armstrong, at the following address:

Delia Armstrong
2000 E 12th Avenue, Unit 10
Denver, Colorado 80206.

A notice is effective when delivered in person or five (5) business days after mailing by first-class mail, postage prepaid to the address listed above or as provided by written notice as described in this Section. Either Party may change its address for notice by giving written notice of the new address to the other Party.

13. General Provisions

Entire Agreement. This Agreement is the entire agreement between the Parties about the Gift and the Legacy Playground. It replaces any earlier discussions or understandings.

Amendment. This Agreement may be changed only by a written document signed by both Parties.

Severability. If any part of this Agreement is found to be invalid or unenforceable by a court, the rest of the Agreement will remain in full force and effect.

Binding Effect. This Agreement is binding upon and benefits the Parties and their respective heirs, successors, personal representatives, and assigns.

Governing Law. The laws of the State of Iowa govern this Agreement.

Venue. Any legal action arising from or relating to this Agreement shall be brought in the Iowa District Court for Dubuque County.

No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only. No other person, including any family member recognized on the Donor Board, is a party to this Agreement or has any right to enforce it, other than a lawful agent or attorney-in-fact, executor, or trustee acting on Donor's behalf.

Public Record. The Donor understands that this Agreement is a public record under Iowa Code Chapter 22. The Donor's name and the terms of this Agreement may be released to the public as required by law.

Counterparts. This Agreement may be signed in counterparts. Each counterpart is an original, and all counterparts together form one agreement. Facsimile or electronic signatures shall be deemed to be signatures for all purposes under Iowa Law.

Signatures

The Parties have signed this Agreement on the dates set forth below.

CITY OF DYERSVILLE, IOWA

Jeff Jacque, Mayor

Date: _____

ATTEST:

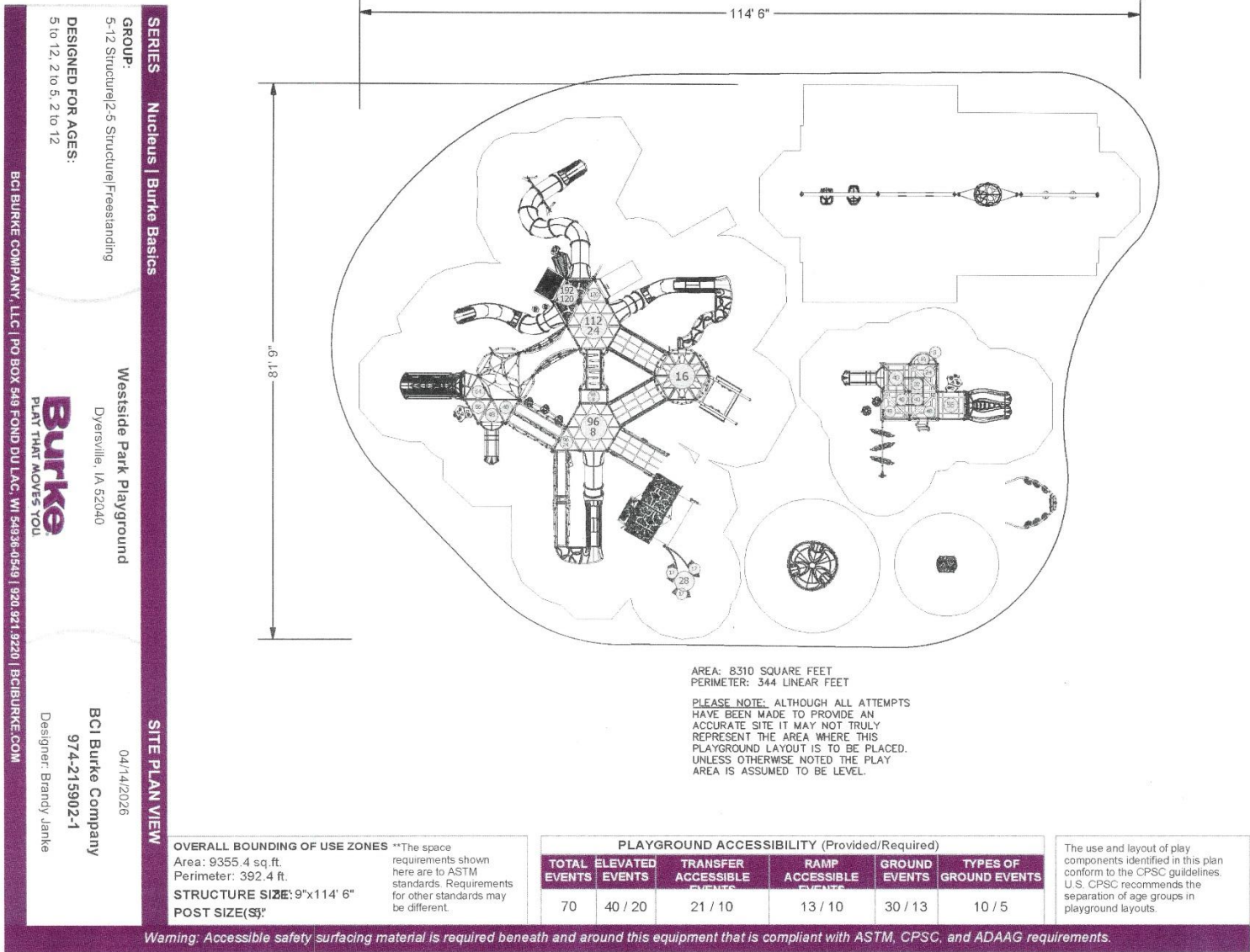
Tricia L. Maiers, City Clerk

DONOR

Delia Armstrong

Date: _____

EXHIBIT A
Conceptual Design — Legacy Playground



PROPOSAL #: 974-215902-1

WESTSIDE PARK PLAYGROUND

Burke
PLAY THAT MOVES YOU
BCIBURKE.COM • 800.266.1250





City of Dyersville
City Administrator's Office

October 14, 2026

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

RE: Resolution Approving the Legacy Playground Gift Agreement with Delia Armstrong

Dear Honorable Mayor Jacque and Council Members:

On the agenda is a resolution to approve a Gift Agreement between the City of Dyersville and Delia Armstrong and to authorize the Mayor to sign it. Under the agreement, Ms. Armstrong will donate \$250,000 to the City to help build the Legacy Playground, a new inclusive, interactive playground at Westside Park.

The agreement makes the gift a restricted gift, meaning the City may use it only for the Legacy Playground project and no other purpose. Ms. Armstrong will pay the full \$250,000 in a single payment on or before December 31, 2026. When the City receives the funds, they will be held as a restricted fund balance within the General Fund and tracked separately so they can be clearly identified and reviewed until they are spent on the project. The project includes the play structures, surfacing, site preparation, design, permitting, installation, and a donor recognition board.

The City keeps full authority over the playground's design and size. The conceptual drawing attached to the agreement as Exhibit A is for illustration only, and the Council must approve the final design before any equipment or materials are ordered. Ms. Armstrong will receive a copy of the preliminary design for her information and may comment on it in the same way as any member of the public. In recognition of the gift, the City will install and maintain a permanent donor recognition board at the playground. Ms. Armstrong will prepare the content, and the City will review it to confirm it is appropriate for a public park. "Legacy Playground" is a working name for this agreement only; any formal naming of the playground is left to a future Council by separate resolution.

In return, the City commits to funding and substantially completing the playground by June 30, 2030, meaning the playground will be open for public use even if minor finishing items remain.

340 1st Avenue East | Dyersville, IA 52040
563.875.7724 | mmichel@cityofdiersville.com
www.cityofdiersville.com



That date extends for delays beyond the City's reasonable control, such as severe weather or the inability to obtain materials.

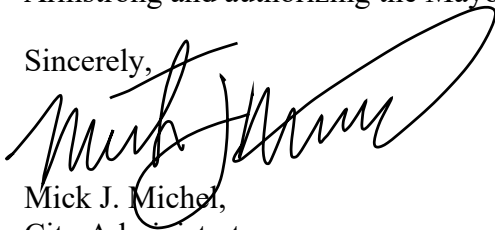
The fiscal picture is important for the Council to understand. The estimated total cost of the playground is approximately \$750,000. That figure is a planning estimate and may change as the design is finalized. Ms. Armstrong's gift covers about one-third of that estimate, leaving approximately \$500,000 to be raised. Those remaining funds have not yet been identified. The agreement commits the City to use its best efforts to secure them through grants, additional donations, and City budget appropriations. Approving the agreement does not appropriate any City funds at this meeting; the City's share will come back to the Council through the regular budget process in future fiscal years.

Ms. Armstrong reviewed the city's draft of the agreement and requested several changes, which are included in the attached final version. The City Attorney has reviewed the final agreement, and we believe Ms. Armstrong will sign following Council approval.

I want to recognize the generosity behind this gift. A contribution of this size is a lasting investment in Dyersville. It will help create a place where children of all abilities can play side by side, and where families will gather for many years to come. On behalf of the city, I thank Ms. Armstrong for her generosity and for the confidence she has shown in our community.

I recommend that the Council adopt the resolution approving the Gift Agreement with Delia Armstrong and authorizing the Mayor to sign it.

Sincerely,

A handwritten signature in black ink, appearing to read "Mick J. Michel", written over a horizontal line.

Mick J. Michel,
City Administrator

RESOLUTION NO. 88-26

A RESOLUTION APPROVING AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR POLICE BODY-WORN CAMERAS, TASER DEVICES, IN-CAR VIDEO, EVIDENCE SOFTWARE, AND TRAINING, AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT

WHEREAS, on June 20, 2022, the City Council authorized the City Administrator to sign Axon Enterprise, Inc. Quote No. Q-387084 for body-worn cameras and TASER devices and Quote No. Q-387066 for an in-car video camera system for the Dyersville Police Department, each for a term of sixty (60) months; and,

WHEREAS, Axon Enterprise, Inc. has issued Quote No. Q-944274-46309JH, dated October 14, 2026, which terminates the Police Department's existing Axon agreements originated by Quote Nos. Q-387084, Q-679289, and Q-387066 effective January 1, 2027, and applies a transfer balance credit of \$2,981.19 to the new agreement; and,

WHEREAS, Quote No. Q-944274-46309JH provides body-worn cameras, TASER 10 energy weapons, in-car video systems, evidence management software and storage, virtual reality training, and related hardware, software, warranties, and services for a term of sixty (60) months beginning January 1, 2027, at a total cost of \$159,230.76, payable in an initial installment of \$100.00 in December 2026 and five annual installments of approximately \$31,826.15 each beginning in July 2027; and,

WHEREAS, the quote expires October 30, 2026, and the City Council finds that approving the agreement now secures the quoted pricing, places the Police Department's body camera, TASER, and in-car video programs under a single agreement with one end date, and is in the best interest of the City.

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

SECTION 1. Approval. The City Council approves Axon Enterprise, Inc. Quote No. Q-944274-46309JH for a term of sixty (60) months beginning January 1, 2027, in the total amount of \$159,230.76, including the termination of the City's existing Axon agreements effective January 1, 2027, as provided in the quote.

SECTION 2. Authorization. The City Administrator is authorized to sign Quote No. Q-944274-46309JH and any related documents necessary to carry out this Resolution on behalf of the City.

SECTION 3. Funding. Payments under the agreement shall be made from the Police Department budget of the General Fund, as appropriated by the City Council in each fiscal year.

SECTION 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 19th day of October, 2026.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-944274 Item 18.

→

Issued: 10/14/2026

Quote Expiration: 10/30/2026

Estimated Contract Start Date: 01/01/2027

Account Number: 449449
Payment Terms: N30
Mode of Delivery: AUTO-GND
Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Dyersville Police Department - IA 338 1st Ave E Dyersville, IA 52040-1203 USA	Dyersville Police Department - IA 338 1st Ave E Dyersville IA 52040-1203 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jonathan Hoebing Phone: Email: jhoebing@axon.com Fax:	Cory Tuegel Phone: 563-875-7724 Email: ctuegel@cityofdyersville.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$159,230.76
ESTIMATED TOTAL W/ TAX	\$159,230.76

Discount Summary

Average Savings Per Year	\$17,533.19
TOTAL SAVINGS	\$87,665.93

Payment Summary

Date	Subtotal	Tax	Total
Dec 2026	\$100.00	\$0.00	\$100.00
Jul 2027	\$31,826.15	\$0.00	\$31,826.15
Jul 2028	\$31,826.15	\$0.00	\$31,826.15
Jul 2029	\$31,826.15	\$0.00	\$31,826.15
Jul 2030	\$31,826.15	\$0.00	\$31,826.15
Jul 2031	\$31,826.16	\$0.00	\$31,826.16
Total	\$159,230.76	\$0.00	\$159,230.76

Quote Unbundled Price:

\$246 Item 18.

Quote List Price:

\$202,866.50

Quote Subtotal:

\$159,230.76

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	Transfer Balance - Software and Services	1	1		\$1.00	(\$4,950.29)	(\$4,950.29)	\$0.00	(\$4,950.29)
100552	Transfer Balance - Goods	1	1		\$1.00	\$1,969.10	\$1,969.10	\$0.00	\$1,969.10
M00049	Officer Safety Plan 10	8	60	\$323.72	\$238.32	\$230.34	\$110,560.85	\$0.00	\$110,560.85
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	4	60	\$120.06	\$139.74	\$115.83	\$27,799.20	\$0.00	\$27,799.20
V00026	Upgrade 2026 TASER Skills to Full VR Plan	8	60	\$29.15	\$13.00	\$13.00	\$6,240.00	\$0.00	\$6,240.00
A la Carte Hardware									
72036	Axon Fleet 3 - Standard 2 Camera Kit	4	1		\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	Axon Body 4 Multi-Bay Dock Bundle	1			\$1,638.90	\$43.90	\$43.90	\$0.00	\$43.90
HWCNAB4	Axon Body 4 Connected Hardware Bundle	8			\$1,049.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
102011	Axon AI Assistant	8	60		\$32.55	\$24.41	\$11,718.00	\$0.00	\$11,718.00
ProLicense	Pro License Bundle	2	60		\$48.82	\$48.75	\$5,850.00	\$0.00	\$5,850.00
A la Carte Services									
102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	1		\$6,400.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$159,230.76	\$0.00	\$159,230.76

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	8	1	12/01/2026
Axon Body 4 Connected Hardware Bundle	100466	Axon Body 4 - Cable - USB-C to USB-C	9	1	12/01/2026
Axon Body 4 Connected Hardware Bundle	100775	Axon Body 4 - Magnetic Disconnect Cable	9	1	12/01/2026
Axon Body 4 Connected Hardware Bundle	11507	Axon Body - Mount - Rapidlock Single MOLLE	4	1	12/01/2026
Axon Body 4 Connected Hardware Bundle	11508	Axon Body - Mount - Rapidlock Double MOLLE	4	1	12/01/2026
Axon Body 4 Multi-Bay Dock Bundle	100206	Axon Body 4 - Dock - Eight-Bay	1	1	12/01/2026
Axon Body 4 Multi-Bay Dock Bundle	70033	Axon Body - Dock Wall Mount - Bracket Assembly	1	1	12/01/2026
Axon Body 4 Multi-Bay Dock Bundle	71019	Axon Body - Dock Powercord - North America	1	1	12/01/2026
Officer Safety Plan 10	100122	Axon VR - Headset - Battery	1	1	12/01/2026
Officer Safety Plan 10	100126	Axon VR - Tactical Bag	1	1	12/01/2026
Officer Safety Plan 10	100390	Axon TASER 10 - Handle - Yellow Class 3R	8	1	12/01/2026
Officer Safety Plan 10	100394	Axon TASER 10 - Magazine - Halt Training Blue	4	1	12/01/2026
Officer Safety Plan 10	100396	Axon TASER 10 - Magazine - Inert Red	8	1	12/01/2026
Officer Safety Plan 10	100399	Axon TASER 10 - Cartridge - Live	120	1	12/01/2026
Officer Safety Plan 10	100400	Axon TASER 10 - Cartridge - Halt	60	1	12/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Officer Safety Plan 10	100401	Axon TASER 10 - Cartridge - Inert	80	1	12/01/2026
Officer Safety Plan 10	100591	Axon TASER - Cleaning Kit	1	1	12/01/2026
Officer Safety Plan 10	100616	Axon TASER 10 - Holster - Blackhawk - RH	6	1	12/01/2026
Officer Safety Plan 10	100617	Axon TASER 10 - Holster - Blackhawk - LH	2	1	12/01/2026
Officer Safety Plan 10	100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1	1	12/01/2026
Officer Safety Plan 10	100748	Axon VR - Controller - TASER 10	1	1	12/01/2026
Officer Safety Plan 10	101124	Axon VR - Holster - TASER 10 Blackhawk Gray - RH	1	1	12/01/2026
Officer Safety Plan 10	101125	Axon VR - Holster - TASER 10 Blackhawk Gray - LH	1	1	12/01/2026
Officer Safety Plan 10	101455	Axon TASER 10 - Replacement Tool Kit - Interposer Bucket	1	1	12/01/2026
Officer Safety Plan 10	101456	Axon TASER 10 - Replacement Interposer Bucket	1	1	12/01/2026
Officer Safety Plan 10	101751	Axon VR - Headset - HTC Focus Vision	1	1	12/01/2026
Officer Safety Plan 10	101755	Axon TASER 10 - Magazine - Live Duty Black	8	1	12/01/2026
Officer Safety Plan 10	101757	Axon TASER 10 - Magazine - Live Training Purple	8	1	12/01/2026
Officer Safety Plan 10	101886	Axon Signal - Signal Sensor (sensor only)	8	1	12/01/2026
Officer Safety Plan 10	101889	Axon Signal - Battery - CR2032 Single Pack	8	1	12/01/2026
Officer Safety Plan 10	102186	Axon TASER 10 - Command Box	1	1	12/01/2026
Officer Safety Plan 10	20018	Axon TASER - Battery Pack - Tactical	1	1	12/01/2026
Officer Safety Plan 10	20018	Axon TASER - Battery Pack - Tactical	8	1	12/01/2026
Officer Safety Plan 10	70033	Axon Body - Dock Wall Mount - Bracket Assembly	1	1	12/01/2026
Officer Safety Plan 10	71019	Axon Body - Dock Powercord - North America	1	1	12/01/2026
Officer Safety Plan 10	74200	Axon TASER - Dock - Six-Bay Plus Core	1	1	12/01/2026
Officer Safety Plan 10	80087	Axon TASER - Target - Conductive Professional Ruggedized	1	1	12/01/2026
Officer Safety Plan 10	80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1	1	12/01/2026
Upgrade 2026 TASER Skills to Full VR Plan	100832	Axon VR - Controller - Handgun VR19H	1	1	12/01/2026
Upgrade 2026 TASER Skills to Full VR Plan	101294	Axon VR - Tablet	1	1	12/01/2026
Upgrade 2026 TASER Skills to Full VR Plan	101300	Axon VR - Tablet Case	1	1	12/01/2026
Upgrade 2026 TASER Skills to Full VR Plan	102389	Axon VR - Multi-User Room Marker	2	1	12/01/2026
Officer Safety Plan 10	100400	Axon TASER 10 - Cartridge - Halt	40	1	12/01/2027
A la Carte	72036	Axon Fleet 3 - Standard 2 Camera Kit	4	1	01/01/2028
Officer Safety Plan 10	100400	Axon TASER 10 - Cartridge - Halt	40	1	12/01/2028
Officer Safety Plan 10	101012	Axon VR - TAP Refresh 1 - TASER Controller	1	1	06/01/2029
Officer Safety Plan 10	20373	Axon VR - TAP Refresh 1 - Headset	1	1	06/01/2029
Officer Safety Plan 10	73309	Axon Body - TAP Refresh 1 - Camera	8	1	06/01/2029
Officer Safety Plan 10	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	1	1	06/01/2029
Upgrade 2026 TASER Skills to Full VR Plan	100210	Axon VR - TAP Refresh 1 - Tablet	1	1	06/01/2029
Upgrade 2026 TASER Skills to Full VR Plan	101009	Axon VR - TAP Refresh 1 - Handgun Controller	1	1	06/01/2029
Officer Safety Plan 10	100400	Axon TASER 10 - Cartridge - Halt	40	1	12/01/2029
Officer Safety Plan 10	100400	Axon TASER 10 - Cartridge - Halt	40	1	12/01/2030
Fleet 3 Basic + TAP Renewal	72040	Axon Fleet - TAP Refresh 1 - 2 Camera Kit	4	1	12/01/2031
Officer Safety Plan 10	73310	Axon Body - TAP Refresh 2 - Camera	8	1	12/01/2031
Officer Safety Plan 10	73688	Axon Body - TAP Refresh 2 - Dock Multi-Bay	1	1	12/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP Renewal	80400	Axon Evidence - Fleet Vehicle License	4	01/01/2027	12/31/2031
Fleet 3 Basic + TAP Renewal	80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	8	01/01/2027	12/31/2031
Officer Safety Plan 10	101180	Axon TASER - Data Science Program	8	01/01/2027	12/31/2031
Officer Safety Plan 10	101703	Axon VR - User Access - TASER Skills	8	01/01/2027	12/31/2031
Officer Safety Plan 10	20248	Axon TASER - Evidence.Com License	8	01/01/2027	12/31/2031
Officer Safety Plan 10	20248	Axon TASER - Evidence.Com License	1	01/01/2027	12/31/2031
Officer Safety Plan 10	73447	Axon Body - License - Fusus Livestream	8	01/01/2027	12/31/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10	73638	Axon Standards - License	8	01/01/2027	12/31/2031
Officer Safety Plan 10	73683	Axon Evidence - Storage - 10GB A La Carte	80	01/01/2027	12/31/2031
Officer Safety Plan 10	73686	Axon Evidence - Storage - Axon Device Unlimited	8	01/01/2027	12/31/2031
Officer Safety Plan 10	73746	Axon Evidence - License - Pro	8	01/01/2027	12/31/2031
Pro License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	6	01/01/2027	12/31/2031
Pro License Bundle	73746	Axon Evidence - License - Pro	2	01/01/2027	12/31/2031
Upgrade 2026 TASER Skills to Full VR Plan	101909	Axon VR - User Access - TASER Skills to Full VR Upgrade	8	01/01/2027	12/31/2031
A la Carte	102011	Axon AI Assistant	8	01/01/2027	12/31/2031

Services

Bundle	Item	Description	QTY
Officer Safety Plan 10	100751	Axon TASER 10 - Replacement Access Program - Duty Cartridge	8
Officer Safety Plan 10	101193	Axon TASER - On Demand Certification	8
A la Carte	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP Renewal	80495	Axon Fleet 3 - Ext Warranty - 2 Camera Kit	4	12/01/2027	12/31/2031
Officer Safety Plan 10	100197	Axon VR - Ext Warranty - Headset	1	12/01/2027	12/31/2031
Officer Safety Plan 10	100704	Axon TASER 10 - Ext Warranty - Handle	8	12/01/2027	12/31/2031
Officer Safety Plan 10	101007	Axon VR - Ext Warranty - TASER Controller	1	12/01/2027	12/31/2031
Officer Safety Plan 10	101686	Axon Signal - Ext Warranty - Signal Sensor	8	12/01/2027	12/31/2031
Officer Safety Plan 10	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	1	12/01/2027	12/31/2031
Officer Safety Plan 10	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	8	12/01/2027	12/31/2031
Officer Safety Plan 10	80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1	12/01/2027	12/31/2031
Officer Safety Plan 10	80464	Axon Body - TAP Warranty - Camera	8	12/01/2027	12/31/2031
Officer Safety Plan 10	80465	Axon Body - TAP Warranty - Multi-Bay Dock	1	12/01/2027	12/31/2031
Upgrade 2026 TASER Skills to Full VR Plan	100213	Axon VR - Ext Warranty - Tablet	1	12/01/2027	12/31/2031
Upgrade 2026 TASER Skills to Full VR Plan	101008	Axon VR - Ext Warranty - Handgun Controller	1	12/01/2027	12/31/2031

Shipping Locations

Item 18.

Location Number	Street	City	State	Zip	Country
1	338 1st Ave E	Dyersville	IA	52040-1203	USA
1	338 1st Ave E	Dyersville	IA	52040-1203	USA

Payment Details

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	102011	Axon AI Assistant	8	\$222.58	\$0.00	\$222.58
Annual Payment 1	72036	Axon Fleet 3 - Standard 2 Camera Kit	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	4	\$528.04	\$0.00	\$528.04
Annual Payment 1	H00002	Axon Body 4 Multi-Bay Dock Bundle	1	\$0.83	\$0.00	\$0.83
Annual Payment 1	HWCNAB4	Axon Body 4 Connected Hardware Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 1	M00049	Officer Safety Plan 10	8	\$2,100.09	\$0.00	\$2,100.09
Annual Payment 1	ProLicense	Pro License Bundle	2	\$111.12	\$0.00	\$111.12
Annual Payment 1	V00026	Upgrade 2026 TASER Skills to Full VR Plan	8	\$118.53	\$0.00	\$118.53
Transfer Value	100552	Transfer Balance - Goods	1	\$1,969.10	\$0.00	\$1,969.10
Transfer Value	100553	Transfer Balance - Software and Services	1	(\$4,950.29)	\$0.00	(\$4,950.29)
Total				\$100.00	\$0.00	\$100.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102011	Axon AI Assistant	8	\$2,299.09	\$0.00	\$2,299.09
Annual Payment 2	72036	Axon Fleet 3 - Standard 2 Camera Kit	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	4	\$5,454.22	\$0.00	\$5,454.22
Annual Payment 2	H00002	Axon Body 4 Multi-Bay Dock Bundle	1	\$8.62	\$0.00	\$8.62
Annual Payment 2	HWCNAB4	Axon Body 4 Connected Hardware Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 2	M00049	Officer Safety Plan 10	8	\$21,692.15	\$0.00	\$21,692.15
Annual Payment 2	ProLicense	Pro License Bundle	2	\$1,147.78	\$0.00	\$1,147.78
Annual Payment 2	V00026	Upgrade 2026 TASER Skills to Full VR Plan	8	\$1,224.29	\$0.00	\$1,224.29
Total				\$31,826.15	\$0.00	\$31,826.15

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	102011	Axon AI Assistant	8	\$2,299.08	\$0.00	\$2,299.08
Annual Payment 3	72036	Axon Fleet 3 - Standard 2 Camera Kit	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	4	\$5,454.25	\$0.00	\$5,454.25
Annual Payment 3	H00002	Axon Body 4 Multi-Bay Dock Bundle	1	\$8.61	\$0.00	\$8.61
Annual Payment 3	HWCNAB4	Axon Body 4 Connected Hardware Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 3	M00049	Officer Safety Plan 10	8	\$21,692.13	\$0.00	\$21,692.13
Annual Payment 3	ProLicense	Pro License Bundle	2	\$1,147.77	\$0.00	\$1,147.77

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	V00026	Upgrade 2026 TASER Skills to Full VR Plan	8	\$1,224.31	\$0.00	\$1,224.31
Total				\$31,826.15	\$0.00	\$31,826.15

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	102011	Axon AI Assistant	8	\$2,299.08	\$0.00	\$2,299.08
Annual Payment 4	72036	Axon Fleet 3 - Standard 2 Camera Kit	4	\$0.00	\$0.00	\$0.00
Annual Payment 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	4	\$5,454.23	\$0.00	\$5,454.23
Annual Payment 4	H00002	Axon Body 4 Multi-Bay Dock Bundle	1	\$8.61	\$0.00	\$8.61
Annual Payment 4	HWCNAB4	Axon Body 4 Connected Hardware Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 4	M00049	Officer Safety Plan 10	8	\$21,692.18	\$0.00	\$21,692.18
Annual Payment 4	ProLicense	Pro License Bundle	2	\$1,147.78	\$0.00	\$1,147.78
Annual Payment 4	V00026	Upgrade 2026 TASER Skills to Full VR Plan	8	\$1,224.27	\$0.00	\$1,224.27
Total				\$31,826.15	\$0.00	\$31,826.15

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102011	Axon AI Assistant	8	\$2,299.09	\$0.00	\$2,299.09
Annual Payment 5	72036	Axon Fleet 3 - Standard 2 Camera Kit	4	\$0.00	\$0.00	\$0.00
Annual Payment 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	4	\$5,454.22	\$0.00	\$5,454.22
Annual Payment 5	H00002	Axon Body 4 Multi-Bay Dock Bundle	1	\$8.62	\$0.00	\$8.62
Annual Payment 5	HWCNAB4	Axon Body 4 Connected Hardware Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 5	M00049	Officer Safety Plan 10	8	\$21,692.14	\$0.00	\$21,692.14
Annual Payment 5	ProLicense	Pro License Bundle	2	\$1,147.77	\$0.00	\$1,147.77
Annual Payment 5	V00026	Upgrade 2026 TASER Skills to Full VR Plan	8	\$1,224.31	\$0.00	\$1,224.31
Total				\$31,826.15	\$0.00	\$31,826.15

Jul 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001XQSz	102011	Axon AI Assistant	8	\$2,299.08	\$0.00	\$2,299.08
aDXRI000001XQSz	72036	Axon Fleet 3 - Standard 2 Camera Kit	4	\$0.00	\$0.00	\$0.00
aDXRI000001XQSz	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	4	\$5,454.24	\$0.00	\$5,454.24
aDXRI000001XQSz	H00002	Axon Body 4 Multi-Bay Dock Bundle	1	\$8.61	\$0.00	\$8.61
aDXRI000001XQSz	HWCNAB4	Axon Body 4 Connected Hardware Bundle	8	\$0.00	\$0.00	\$0.00
aDXRI000001XQSz	M00049	Officer Safety Plan 10	8	\$21,692.16	\$0.00	\$21,692.16
aDXRI000001XQSz	ProLicense	Pro License Bundle	2	\$1,147.78	\$0.00	\$1,147.78
aDXRI000001XQSz	V00026	Upgrade 2026 TASER Skills to Full VR Plan	8	\$1,224.29	\$0.00	\$1,224.29
Total				\$31,826.16	\$0.00	\$31,826.16

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-387084, Q-679289, Q-387066,

Agency is terminating those contracts effective 1/1/2027. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -\$2,981.19

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

10/14/2026





City of Dyersville
City Administrator's Office

October 16, 2026

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

RE: Resolution No. 88-26 – Five-Year Agreement with Axon Enterprise, Inc. for Police Body Cameras, TASERs, In-Car Video, and Related Software

Dear Honorable Mayor Jacque and Council Members:

The October 19 agenda includes Resolution No. 88-26, which would authorize me to sign a five-year agreement with Axon Enterprise, Inc. (Axon) for the Police Department's body-worn cameras, TASER devices, in-car video cameras, evidence storage software, and officer training. The agreement takes the form of Axon Quote No. Q- 944274- 46309JH. It runs 60 months, from January 1, 2027, through December 31, 2031, and totals \$159,230.76 with no sales tax. The quote expires October 30, 2026, so October 19 is the only regular meeting at which the Council can act on this pricing.

On June 20, 2022, the Council authorized me, as part of the consent agenda, to sign two five-year Axon quotes. The first, Quote No. Q-387084 for \$86,630.00, provided body cameras and TASER 7 devices for eight officers, along with the software and cloud storage that hold the video as evidence. That agreement runs through July 31, 2027. The second, Quote No. Q-387066 for \$37,806.60, provided Axon Fleet 3 in-car camera systems for four squad cars and runs through May 31, 2028. Since FY25, the City has paid Axon about \$24,337 a year for the two agreements from the Police Department budget in the General Fund. The new quote also lists a third existing Axon quote, No. Q-679289, which would end on January 1, 2027, along with the other two.

The new agreement replaces all three existing agreements with one. Officers would move to Axon's current equipment: eight Axon Body 4 cameras and eight TASER 10 devices, with the cartridges, holsters, charging docks, and training supplies that go with them. The four in-car camera systems stay in place, and new in-car camera kits are scheduled for 2028. The agreement includes Axon's Technology Assurance Plan, which is Axon's built-in equipment replacement program, so new body cameras are also scheduled for 2029 and 2031. Evidence software,

340 1st Avenue East | Dyersville, IA 52040
563.875.7724 | mmichel@cityofdiersville.com
www.cityofdiersville.com



unlimited storage for camera video, live-streaming licenses, and extended warranties continue for the full term.

Item 18.

The agreement adds two services the department has not had before. The first is a full virtual reality (VR) training plan, which includes a headset, controllers, and a tablet that let officers train on TASER use and other scenarios. It also includes a two-day course to certify a department instructor. The second is the Axon AI Assistant for eight officers, a software feature that works through the Body 4 camera and includes real-time language translation. The AI Assistant costs \$11,718.00 over the five years.

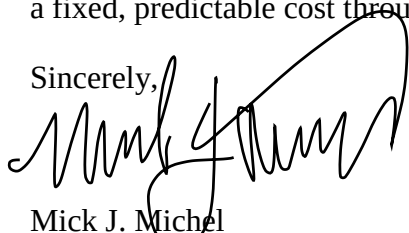
I see two reasons to act now rather than let the 2022 agreements run out. First, the quote locks in pricing for five years. Axon prices the bundle at \$159,230.76, compared with a list price of \$202,866.50 and an unbundled price of \$246,887.30, and the quote shows total savings of \$87,665.93. Those comparisons are Axon's figures. Second, it puts the body camera, TASER, and in-car video programs under one agreement with one end date. That replaces the current staggered end dates in 2027 and 2028 with a single renewal at the end of 2031 and gives the budget one predictable annual payment.

The payment schedule is as follows. After Axon applies a \$2,981.19 credit for the unused value of the existing agreements, the City owes \$100.00 in December 2026, which falls in FY27. The City then pays \$31,826.15 each July from 2027 through 2031, which covers FY28 through FY32. The annual payment is about \$7,489 more than the City pays today. The City already made its July 2026 Axon payment of \$24,337.36 under the existing agreements, so FY27 sees no added cost beyond the \$100.00. Payments will come from the Police Department budget in the General Fund, and the FY28 through FY32 budgets will need to carry the \$31,826.15 annual payment. The quote states that the credit and termination amounts are estimates that may be adjusted if the agreement is not signed when expected.

The Council has two practical choices. It could decline the quote and let the 2022 agreements run to their end dates in 2027 and 2028. That keeps the annual cost at about \$24,337 for now, but it leaves officers on the older equipment and two separate renewals to negotiate at whatever pricing Axon offers then. Alternatively, the Council can approve the quote as presented. That moves the department to current equipment, adds VR training, and fixes the cost for five years under one agreement.

I recommend that the Council adopt Resolution No. 88-26 approving Axon Quote No. Q- 944274- 46309JH and authorizing me to sign it. The agreement keeps the Police Department's camera and TASER programs current, adds training the department has not had, and gives the City a fixed, predictable cost through 2031.

Sincerely,



Mick J. Michel
City Administrator

RESOLUTION NO. 89-26**A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DYERSVILLE AND KIRKHAM, MICHAEL & ASSOCIATES, INC. FOR U-STEP PROJECT NO. UST-052-2(166)--4A-31**

WHEREAS, on January 5, 2026, the City Council adopted Resolution No. 02-26 approving an agreement with the Iowa Department of Transportation under the Urban-State Traffic Engineering Program (U-STEP), U-STEP Project No. UST-052-2(166)--4A-31, Agreement No. 6-25-USTEP-048, for safety and operational improvements on US 52 from 12th Avenue to north of 10th Avenue; and,

WHEREAS, the U-STEP agreement provides that the Iowa Department of Transportation will share eligible construction and right-of-way costs, and that design, inspection, and administration costs are the responsibility of the City; and,

WHEREAS, on February 16, 2026, the City Council adopted Resolution No. 14-26 approving an Agreement for Engineering Services with Kirkham, Michael & Associates, Inc. (the "Base Agreement") for preliminary and final design, construction documents preparation, and letting phase services for U-STEP Project No. UST-052-2(166)--4A-31, with compensation not to exceed \$44,830; and,

WHEREAS, Kirkham, Michael & Associates, Inc. has submitted Supplemental Agreement No. 1 for extra work beyond the scope of the Base Agreement, consisting of additional survey and design for pavement modifications adjacent to the Tauke Motors property, including access to its parking lot; design of a water main connecting a six-inch dead-end main on the west side of US 52 to a twelve-inch main on the east side; and survey and platting of extra right-of-way in front of the Tauke Motors property for submittal to the Iowa Department of Transportation for vacation; and,

WHEREAS, Supplemental Agreement No. 1 increases the compensation payable under the Base Agreement by \$42,670, from \$44,830 to a not-to-exceed amount of \$87,500, payable at standard hourly rates plus reimbursable expenses; and,

WHEREAS, Supplemental Agreement No. 1 provides that, except as specifically amended, all terms and conditions of the Base Agreement remain in full force and effect, and the agreement is governed by the laws of the State of Iowa; and,

WHEREAS, the City Council finds that approving Supplemental Agreement No. 1 is in the best interest of the City because it allows the access, water main, and right-of-way work to be designed together with the U-STEP project on the existing project schedule.

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

SECTION 1. APPROVAL. Supplemental Agreement No. 1 to the Agreement for Engineering Services between the City of Dyersville and Kirkham, Michael & Associates, Inc. for U-STEP

Project No. UST-052-2(166)--4A-31, increasing the not-to-exceed compensation by \$42,670 to a total of \$87,500, is hereby approved.

SECTION 2. EXECUTION. The Mayor and City Clerk are authorized and directed to execute and deliver Supplemental Agreement No. 1 on behalf of the City.

SECTION 3. REPEALER. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 19th day of October, 2026.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

SUPPLEMENTAL AGREEMENT NO. 1

This Agreement is made and entered into this _____ day of _____, _____, by and between the City of Dyersville, hereinafter referred to as “**Owner**,” and Kirkham Michael, & Associates, Inc. a CONSULTING ENGINEERING corporation, hereinafter referred to as “**Engineer**,” as follows:

PREAMBLE:

The parties hereto entered into an agreement dated the 16th day of February 2026, for design services for U-STEP Project No. UST-052-2(166)—4A-31; Dyersville, Iowa. Said contract shall hereinafter be referred to as the Base Agreement.

The Owner desires to have the Consultant perform additional engineering assignments in conjunction with the U-STEP Project. The work to be performed is beyond the scope of the Base Agreement thereby constituting "extra work."

The Consultant is willing to provide said services.

AGREEMENT:

The parties, in consideration of these mutual promises contained herein, agree to the following:

2. SCOPE OF SERVICES

Refer to Attached Scope of Services (Exhibit B)

3. SCHEDULE

Extra work is to commence in October 2026 and the project will remain on existing schedule.

4. COMPENSATION

- A. For full and complete compensation for work, materials, and services furnished for the Scope of services in this Supplemental Agreement No.1, the Consultant shall be paid for direct time charged to the project at Standard Hourly Rates for each employee Classification plus reimbursable expenses up to a limit of: \$42,670.

The Standard Hourly rates are included as part of this supplemental and include salary, additives, overhead and profit. Refer to Exhibit D for estimated hours and rates.

- B. The contract ceiling amount is hereby increased by an amount of \$42,670 from \$44,830 to \$87,500 which shall not be exceeded without written authorization from the Owner.

Except as specifically amended by this Supplemental Agreement No. 1, all the terms and conditions of the Base Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.



ENGINEER:

KIRKHAM, MICHAEL & ASSOCIATES, INC.

Federal ID #470365085

OWNER:

CITY OF DYERSVILLE

BY: _____
Greg Cabalka, P.E., Vice President

BY: _____

Date: _____

Date: _____



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).



General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

Revised: 09-02-11

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.



General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

Exhibit B

SCOPE OF SERVICES

Project Scope

The Owner is interested in the Engineer providing additional engineering services as detailed below. The extra work required will not change the overall project schedule. Extra work will include additional survey and design services for improvements adjacent to the Tauke Motors property, watermain design, and survey and platting for anticipated right-of-way services adjacent to the Tauke Motors property.

Engineering Services to be Provided

The scope of services to be performed shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following tasks:

TASK 1: Project Management

1.1 General Project Management

This task will be ongoing throughout the project period. Anthony Bardgett will serve as the Engineer Project Manager for this project. The Engineer Project Manager will serve as primary point of contact, manage project schedule and budget, and be responsible for coordinating work of design team members. The Engineer Project Manager will provide continuous project administration, management and coordination of tasks and activities, preparation of monthly progress reports, issuing of invoices and billings, ensuring appropriate quality assurance/quality control and other project management related activities deemed necessary to ensure efficient and timely project completion.

1.2 Meetings

1.2.1 The Engineer will prepare for, attend, and document one Kick-Off meeting to review the scope and schedule, and identify line of communications with the Owner. The Engineer will also schedule and conduct progress meetings. The Engineer will prepare an agenda in advance of the meetings and make a record of the meetings. It is estimated that there will be 2 progress meetings in addition to the kick-off meeting.

- The owner provided Concept Layout will be reviewed at the kick-off meeting.
- Preliminary Plans will be reviewed at progress meeting one.
- Final Plans will be reviewed at progress meeting two.

1.2.2 Prepare for, attend, and document up to 2 additional coordination meetings that may be required to discuss the project with the Owner or other identified stakeholders.

1.3 Quality Control / Quality Assurance

The Engineer shall perform ongoing reviews of major design decisions and plan preparation and perform detailed reviews of plans prior to submittals for completeness and quality.

TASK 2: Data Collection and Base Maps

2.1 Data Collection

2.1.1 The Engineer will complete field topographic, utility, and legal surveys of the project area. The Engineer will establish, confirm, and tie to City of Dyersville control points georeferenced to



State-Plane Coordinate (NAD83/Iowa South), and Sea Level Elevation (NAVD88), and reduce the survey data for use in design.

2.1.2 Utility Locations marked in the field by the utility companies will be surveyed. Visible above ground utility appurtenances such as valves, manholes, vaults, and junction boxes will also be located and surveyed. The Engineer will submit design information requests and design locate requests through the One-Call system to get field locates.

2.2 Base Maps

2.2.1 The Engineer shall obtain original plats and research deeds to determine location of existing Right-of-Way lines and property lines and to verify ownership information.

2.2.2 Base maps will be prepared that depict all existing information, topography, right-of-way lines, property lines, property information, utilities, contours, and spot elevations.

2.3 **Plats and Acquisition:** the Engineer shall prepare one plat for the vacation of extra right-of-way in front of the Tauke Motors property. The Engineer will coordinate with the Iowa DOT on the required documents needed for the vacation of right-of-way.

TASK 3: Design

3.1 **Cover Sheet:** Prepare cover sheet conforming to City and Iowa DOT requirements.

3.2 **Typical Sections.** Develop typical sections for all listed improvements. It is anticipated that construction with these public improvements will proceed as described in each project description above.

3.3 **Legend and Utility Contact Information Sheet** shall be prepared

3.4 **General Plan Sheet** depicting the entire project limits for each separate improvement shall be prepared.

3.5 **Horizontal and Vertical Alignments.** The Engineer shall develop horizontal alignments and vertical profiles including width transitions, turn bays, and general geometrics. The Engineer shall prepare horizontal and vertical control sheets. The Engineer shall prepare roadway plan and profile sheets for the needed roadway segments.

3.6 Cross-Sections and Limits of Construction

3.6.1 Roadway cross-sections will be developed according to the roadway geometrics, typical sections, and construction phasing plans and will include any temporary pavement and staging of construction for accommodation of local traffic and access to abutting properties. Cross sections will be finalized that reflect both the final graded section and any temporary grading sections required for construction purposes. These sections will be utilized to define the limits of construction to be reflected on the plans and utilized to design the Right-of-Way and easements.

3.6.2 Limits of construction will be determined using the Digital Terrain Model (DTM) and the approved typical section. The limits of construction will be analyzed and adjustments will be made as necessary to minimize Right-of-Way and easement acquisition.

3.6.3 The Engineer will evaluate the clear zone and limits of construction related to the signal installation and any other items installed within the right-of-way..

3.7 Right-of-Way Platting

This contract will only provide temporary easements based on legal descriptions if required. Should the City require fee title acquisition services, this contract can be amended through a supplemental agreement to provide those services. Temporary easements for this project will be determined by any found right-of-way pins during the Task 2 scope. Should insufficient pins be found to establish relative property



boundaries, additional services will be required by KM.

- 3.8 Traffic Control Sheets** shall be prepared and finalized that depict the required construction signing necessary for construction and to identify any signage required for detour routes.

3.9 Utility Coordination

The Engineer will submit construction plans to all identified utilities in the project area at the completion of preliminary design. The Engineer will coordinate with these utilities to identify any conflicts that may exist. Identified conflicts with the utilities will be coordinated for avoidance or relocation.

- 3.10 Pavement Geometrics and Jointing Sheets** shall be prepared and finalized that identify all critical locations of the horizontal alignments including turn bays, pavement width transitions, curb return radii, median, and intersection geometrics. A detailed pavement jointing plan shall be prepared that identifies locations of the pavement joints and critical elevations at intersections and other cross slope transition areas.

- 3.11 Pavement Marking and Signage Sheets** shall be prepared and finalized that indicate the type and location of signs and pavement markings required for permanent installation.

- 3.12 Storm Sewer Sheets:** the Engineer shall complete the detailed design of all aspects of drainage for the project. The Engineer will complete the final design of all pipes, inlets, manholes, and junction boxes required for the project.

- 3.13 Removal Sheets** shall be prepared and finalized that identify paving, trees, structures, and other items to be removed as part of the project.

- 3.14 Sediment and Erosion Control Sheets** shall be prepared and finalized that identify the location and type of erosion control structures required for the construction of the project.

3.15 Final Tabulations, Quantities, and Specifications

The Engineer will compile the data for all applicable tabulations, final estimates of quantities, and any special provisions for the project(s) in conformance with the Owner's policies, procedures, and supplemental specifications for inclusion in the final plan submittals.

3.16 Opinion of Probable Construction Cost

The Engineer will prepare a final opinion of probable construction cost based on the final estimate of quantities using unit prices for similar construction as a base.

3.17 Watermain Sheets

The Engineer shall complete the detailed design of a new water main between existing mains. Design will include isolation valves as coordinated with local water works. Hydrant spacing to follow SUDAS standards.

TASK 4: Letting Phase Services

- 4.1** The project will be let by the Owner, and the Engineer shall supply the necessary documents for this process using Owner templates for the front-end documents. The Engineer will complete the Quest CDN process for the formal letting.

- 4.2** The Engineer shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during this phase of services.

- 4.3** The Engineer shall attend the meeting at which bids are received, tabulate the bids, and make



recommendations to the Owner regarding the awarding of the construction contract to the lowest qualified bidder. The Engineer shall coordinate obtaining SOQ, contracts, and bonds from the lowest qualified bidder in a timely manner.

OPTION

CONSTRUCTION PHASE SERVICES

The Engineer will perform construction administration / observation services during construction if requested by the Owner. These construction phase services would be contracted through a separate agreement.

Project Schedule

The schedule will be finalized with Client once contract is approved. Plan development milestones will be scheduled according to an approximate Winter 2026 or 2027 bid letting schedule.



City of Dyersville
City Administrator's Office

October 16, 2026

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

RE: Resolution No. 89-26 Approving Supplemental Agreement No. 1 with Kirkham, Michael & Associates, Inc. for the US 52 U-STEP Design Project

Dear Honorable Mayor Jacque and Council Members:

Resolution No. 89-26 approves Supplemental Agreement No. 1 with Kirkham, Michael & Associates, Inc. (Kirkham Michael) for added design work on the US 52 U-STEP project. The supplemental adds \$42,670 to Kirkham Michael's contract and raises its not-to-exceed amount from \$44,830 to \$87,500.

On January 5, 2026, the Council approved Resolution No. 02-26, which accepted an Urban-State Traffic Engineering Program (U-STEP) agreement with the Iowa Department of Transportation. U-STEP is a state program that helps cities pay for safety and traffic improvements on state highways inside city limits. Our project covers US 52 from 12th Avenue to just north of 10th Avenue. It converts the roadside from an open ditch to curb, gutter, and storm sewer; closes the Colonial Inn Motel driveway and combines it with the south Tauke Motors driveway; and clears parked vehicles and other obstacles out of the state right-of-way. On February 16, 2026, the Council approved Resolution No. 14-26, which hired Kirkham Michael to design the project and prepare it for bidding.

As design moved forward, three pieces of work came up that were not in the original scope. First, the pavement changes next to Tauke Motors, including a ramp into the dealership's parking lot, need more survey and design than first planned. Kirkham Michael will also prepare a striping plan for the Tauke Motors parking stalls. That plan will be kept separate from the U-STEP plans because the Iowa DOT does not want private parking improvements shown in them. Second, Kirkham Michael will design a water main crossing US 52 that connects a 6-inch dead-end line on the west side to the 12-inch main on the east side. Third, Kirkham Michael will survey and plat the extra right-of-way in front of Tauke Motors and work with the Iowa DOT on the documents it needs to consider vacating that strip. Vacating means the DOT formally gives up right-of-way it no longer needs. That decision rests with the DOT.

340 1st Avenue East | Dyersville, IA 52040
563.875.7724 | mmichel@cityofdiersville.com
www.cityofdiersville.com



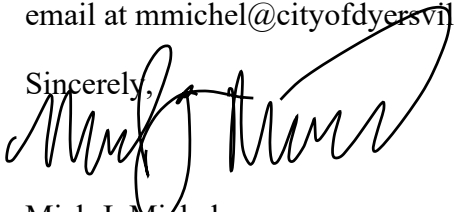
Kirkham Michael bills at its standard hourly rates up to the not-to-exceed amount, so the City pays only for work actually performed. The Council should know that the U-STEP grant does not pay for design. Under paragraph 13 of Exhibit A to the U-STEP agreement, design, inspection, and administration costs are the City's responsibility. The grant shares only eligible construction and right-of-way costs, at 55 percent state and 45 percent City, up to the DOT project maximum of \$159,414.42. The full \$87,500 design fee is therefore a local cost. The added \$42,670 will be paid from the Capital Projects Fund and is included in the Fiscal Year 2027 budget, which proceeds will be paid by the Debt Service Fund.

The supplemental keeps every other term of the February agreement in place, including the provision that Iowa law governs the contract. Kirkham Michael expects to begin the extra work this month without changing the overall project schedule, with bid letting now targeted for winter 2026 or 2027. The U-STEP agreement requires the project to be let within two years of the DOT's approval, a deadline that falls no earlier than January 2028. The current schedule fits within that window. One more requirement is worth noting. If the final construction estimate comes in 20 percent or more above the \$241,537 estimate in the U-STEP agreement, the DOT must approve the increase before the City advertises for bids.

I recommend approval of Resolution No. 89-26.

If you have any questions or concerns, please don't hesitate to contact me at 875.7724 or via email at mmichel@cityofdyersville.com.

Sincerely,



Mick J. Michel,
City Administrator



Dyersville, IA

Item 20.

Expense Approval Register

51 - 10.19.2026 Bills List - Special Purchase Order

Vendor Name	Payable Number	Description (Item)	Account Number	Account Name	Amount
Fund: 001 - GENERAL FUND					
Department: 430 - PARKS					
OBERBROECKLING, SANDY	Jul/Aug/Sep 2026	Cell Phone Reimbursement	001-5-430-4-63730	TELEPHONE	30.00
				Department 430 - PARKS Total:	30.00
				Fund 001 - GENERAL FUND Total:	30.00
				Grand Total:	30.00

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	30.00
Grand Total:	30.00

Account Summary

Account Number	Account Name	Expense Amount
001-5-430-4-63730	TELEPHONE	30.00
Grand Total:		30.00

Project Account Summary

Project Account Key	Expense Amount
None	30.00
Grand Total:	30.00