

ORDINANCE NO. 877

AN ORDINANCE ESTABLISHING A CLEAN ZONE, GRANTING A LEASE TO DYERSVILLE EVENTS, INC., AND REGULATING THE 2026 RAGBRAI OVERNIGHT EVENT WITHIN THE CITY OF DYERSVILLE, IOWA

AN ORDINANCE to provide for the designation of public property within the City of Dyersville (the “City”) as a “Clean Zone” during the time period beginning at 12:01 a.m. on Friday, July 24, 2026, and ending at 3:00 p.m. on Saturday, July 25, 2026, relative to the use of these areas in conjunction with the Des Moines Register’s Annual Great Bicycle Ride Across Iowa™ (RAGBRAI®) overnight stay in the City of Dyersville (hereinafter referred to as the “Event”); to grant a lease of certain city-owned property to Dyersville Events, Inc. for the purpose of hosting and operating the Event; to delegate administrative authority to the City Administrator to carry out and enforce this Ordinance on behalf of the City Council; to provide for the temporary prohibition of unauthorized commercial activity within the Clean Zone; to grant exclusive outdoor beverage authority to Dyersville Events, Inc.; to temporarily suspend certain park regulations and noise regulations for Event-related activities; to provide for the establishment of public participation areas; to provide for the establishment of fines and penalties for violations of this ordinance; to establish the Clean Zone; and to otherwise provide with respect thereto; and,

WHEREAS, the City of Dyersville entered into a 2026 Overnight Town Agreement with Ventures Endurance, LLC d/b/a RAGBRAI (the “Town Agreement”), which was approved by the Dyersville City Council through Resolution No. 09-26 on February 2, 2026, establishing the terms and conditions under which the City will host the RAGBRAI overnight stay on Friday, July 24, 2026; and,

WHEREAS, Dyersville Events, Inc. is a non-profit organization that will serve as the official host and operator of the Event in the City of Dyersville, and will receive the overnight host proceeds provided by RAGBRAI under the Town Agreement to fund the planning, management, and operation of the Event; and,

WHEREAS, the City anticipates that the Event and all related activities will contribute substantially to the general welfare of the City, including increased tourism, economic benefit to the City and surrounding Dubuque County, enhanced goodwill and prestige, and the creation of numerous temporary job opportunities for area residents; and,

WHEREAS, the City desires to encourage similar events in the future; and,

WHEREAS, the City desires to enact this Ordinance to ensure the safety and comfort of riders, patrons, and visitors attending the Event and related activities, as well as the citizens of the City generally during the week of the Event; and,

WHEREAS, the City desires to enact this Ordinance to promote and protect good order and aesthetic quality in the City during the Event; and,

WHEREAS, the City desires to enact this Ordinance to protect the safety and convenience of drivers, cyclists, and pedestrians in and around the City during the Event; and,

WHEREAS, the Dyersville City Council has determined it reasonable and necessary to delegate administrative authority to the City Administrator to carry out and enforce this Ordinance and to

make all operational decisions necessary to ensure a successful Event without requiring further City Council action; and,

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

Section 1. Clean Zone Established. There is hereby established a Clean Zone within the jurisdictional limits of the City of Dyersville.

Section 2. Duration of Clean Zone. The Clean Zone defined in Section 1 shall have a duration beginning at 12:01 a.m. on Friday, July 24, 2026, and ending at 3:00 p.m. on Saturday, July 25, 2026.

Section 3. Lease Granted. The Dyersville City Council hereby leases to Dyersville Events, Inc., a non-profit organization, the following city-owned properties: Westside Park, Candy Cane Park, and Legacy Square, together with any other city-owned property as may be approved by the City Administrator, for the period beginning July 20, 2026, and ending July 27, 2026. The Dyersville City Council hereby grants full authority to Dyersville Events, Inc. to erect, construct, maintain, and operate upon said leased property for the purpose of ensuring a successful 2026 RAGBRAI Event. In consideration of this Section, Dyersville Events, Inc. agrees to pay cash rent in the amount of One Dollar (\$1.00) to the City of Dyersville.

Section 4. Town Agreement Compliance. Dyersville Events, Inc. shall comply with all applicable terms and conditions of the 2026 Overnight Town Agreement between the City of Dyersville and Ventures Endurance, LLC d/b/a RAGBRAI, as approved by Resolution No. 09-26 on February 2, 2026. Dyersville Events, Inc. shall receive the overnight host proceeds provided by RAGBRAI under the Town Agreement for the purpose of funding the planning, management, and operation of the Event. Dyersville Events, Inc. shall be entitled to retain all revenues generated from food sales, beverage sales, vendor fees, and the sale of local non-RAGBRAI-branded merchandise at the Event. Dyersville Events, Inc. shall be responsible for fulfilling the City's obligations under the Town Agreement as they relate to the operation and hosting of the Event, including but not limited to vendor management, volunteer coordination, entertainment, food and beverage service, parking, trash disposal, and compliance with the official RAGBRAI Overnight Town Handbook guide.

Section 5. Delegation of Authority to the City Administrator. The Dyersville City Council hereby delegates to the City Administrator, or his or her designee, full authority to carry out, administer, and enforce the provisions of this Ordinance on behalf of the City Council. Without limiting the generality of this delegation, the City Administrator is hereby authorized to:

- a. Approve the use of additional city-owned property for the Event beyond the properties specifically identified in Section 3;
- b. Coordinate with Dyersville Events, Inc. and RAGBRAI on all matters related to the planning, setup, operation, and breakdown of the Event;
- c. Determine the location, scope, and operational details of Public Participation Areas approved by the police chief as established under Section 13;

- d. Ensure that Dyersville Events, Inc. complies with the terms of this Ordinance, the Town Agreement, the City's Insurance Schedule Policy, and all applicable local, county, state, and federal laws and regulations;
- e. Direct the allocation of city resources, including but not limited to public works, water, sewer, electricity, and public safety personnel, as necessary for the safe and orderly conduct of the Event;
- f. Authorize emergency abatement actions and enforcement of violations as provided in Sections 16 and 17 of this Ordinance;
- g. Execute any supplemental agreements, permits, or administrative documents necessary to carry out the intent of this Ordinance; and
- h. Take any and all other actions reasonably necessary to ensure the successful, safe, and lawful conduct of the Event, without requiring further City Council action.

This delegation of authority shall be effective for the duration of the lease period established in Section 3 and for a reasonable period thereafter necessary to complete breakdown, restoration, and final accounting related to the Event.

Section 6. Regulated Activities Within the Clean Zone. Within the Clean Zone, the activities described below, conducted by any person or entity except those authorized by Dyersville Events, Inc., shall be regulated as follows:

- a. The sale of merchandise, food, beverages, or the transaction of any commercial business by any person, club, group, organization, corporation, or entity of any kind, other than a business existing as of the date of the adoption of this Ordinance with its primary place of business located within the City of Dyersville and operating only from inside its regularly established location, is prohibited on public streets, sidewalks, rights-of-way, or from any temporary outdoor structure, unless such person or entity has been authorized by Dyersville Events, Inc.
- b. The distribution of free samples, promotional materials, or merchandise by any person or business, other than a business existing as of the date of the adoption of this Ordinance with its principal place of business in the City of Dyersville, is prohibited on public streets, sidewalks, rights-of-way, or from any temporary outdoor structure, unless such person or entity has been authorized by Dyersville Events, Inc.
- c. The construction, placement, occupation, or use of any temporary structure (including, but not limited to, tents, canopies, and air-supported, air-inflated, and/or tensioned membranes) on public property shall be prohibited, unless such construction, placement, occupation, or use has been authorized by Dyersville Events, Inc.

Section 7. Vendor Management by Dyersville Events, Inc. Dyersville Events, Inc. shall be solely responsible for all vendor applications, vendor permits, vendor placement, and vendor management associated with the Event. All vendors authorized by Dyersville Events, Inc. to sell or distribute food for public consumption shall comply with all applicable rules and regulations of the Iowa Department of Health and Human Services and the Dubuque County Board of Health pertaining to the sale and dispensing of food.

Section 8. Exclusive Outdoor Beverage Authority. To promote public safety, orderly management, and compliance with the Town Agreement, the Dyersville City Council hereby

grants Dyersville Events, Inc., or its designated agent, exclusive authority over the sale and distribution of all beverages in an outdoor setting open to the public on city-owned property and public rights-of-way within the Clean Zone during the effective period established in Section 2 of this Ordinance. No person, club, group, organization, corporation, or entity of any kind shall sell, distribute, or offer for sale any beverage of any kind in an outdoor setting open to the public within the Clean Zone during the effective period without the prior authorization of Dyersville Events, Inc. Dyersville businesses and churches that operate only from inside their regularly established locations are exempt from the requirements of this Section. Dyersville Events, Inc. shall be responsible for obtaining all licenses and permits required under local, state, and federal law for the sale of alcoholic beverages at the Event.

Section 9. Existing Businesses Exempt. Nothing in this Ordinance shall be construed as a repeal or suspension of any existing laws prohibiting or governing the issuance of permits outside of the Clean Zone geographical boundaries. Dyersville businesses and churches that operate only from inside their regularly established locations are exempt from the restrictions of this Ordinance.

Section 10. Temporary Suspension of Park Regulations. Section 47.05 (Parks Closed) and Section 47.06 (Camping) of the Code of Ordinances of the City of Dyersville are hereby suspended during the lease period established in Section 3 of this Ordinance (July 20, 2026 through July 27, 2026), and only at the following locations: Westside Park, Candy Cane Park, Legacy Square, and any other city-owned property included in the lease as approved by the City Administrator.

Section 11. Temporary Suspension of Noise Regulations. Chapter 44 (Noise Regulations) of the Code of Ordinances of the City of Dyersville is hereby suspended during the Clean Zone effective period established in Section 2 of this Ordinance (12:01 a.m. Friday, July 24, 2026 through 3:00 p.m. Saturday, July 25, 2026) for all Event-related entertainment, amplified sound, music, and related activities conducted by or authorized by Dyersville Events, Inc. at the Event venues and any other locations approved for the Event. This suspension applies only to Event-related activities and does not relieve any person or entity not associated with the Event from compliance with Chapter 44.

Section 12. Street Closings. Streets to be closed for the Event shall be determined by the Dyersville Police Chief for blocking any city streets. Furthermore, the Dyersville Police Chief may cause barricades or road blocks to be placed in any city street, alley, or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the city limits of the City of Dyersville during the Event.

Section 13. Public Participation Areas. One or more Public Participation Areas shall be established within or around the Clean Zone. Each Public Participation Area shall allow the public to express itself in a manner that is not disruptive to the Event and related activities. Public Participation Areas shall be provided during reasonable times and at reasonable locations or in proximity to and/or around the Clean Zone to allow for meaningful and effective public expression. The location and scope of all Public Participation Areas shall be determined by the Police Chief, and the City Administrator pursuant to the authority delegated in Section 5.

Section 14. Insurance. Dyersville Events, Inc. shall procure and maintain special events insurance for the Event in accordance with the City of Dyersville Insurance Schedule Policy, as adopted and amended from time to time. Such insurance shall name the City of Dyersville as an additional insured. Any policy of insurance required hereunder shall be with a carrier authorized to do business in Iowa and shall provide for thirty (30) days' written notice to the City of Dyersville

of any material change in coverage or cancellation of the policy prior to its expiration date. Dyersville Events, Inc. shall furnish certificates of insurance to the City of Dyersville prior to the commencement of the lease period established in Section 3.

Section 15. Mutual Indemnification.

a. Dyersville Events, Inc.'s Indemnification. Unless resulting from the negligent actions or omissions of, or willful misconduct of, the City of Dyersville, its employees, agents, or contractors, Dyersville Events, Inc. agrees to hold the City of Dyersville harmless, indemnify it, and, at the City of Dyersville's option, defend it from and against all liability, damages, losses, costs, causes of action, charges, and expenses, including reasonable attorney fees, which the City of Dyersville may sustain, incur, or be liable for arising out of or related to Dyersville Events, Inc.'s use or occupancy of the leased property or management of the Event.

b. City of Dyersville's Indemnification. Unless resulting from the negligent actions or omissions of, or willful misconduct of, Dyersville Events, Inc., its employees, agents, or contractors, the City of Dyersville agrees to hold Dyersville Events, Inc. harmless, indemnify it, and, at Dyersville Events, Inc.'s option, defend it from and against all liability, damages, losses, costs, causes of action, charges, and expenses, including reasonable attorney fees, which Dyersville Events, Inc. may sustain, incur, or be liable for arising out of or related to the City of Dyersville's actions during the Event.

Section 16. Nuisance and Abatement. The sale of food, beverages, merchandise, or the erection of a temporary facility for the sale of food, beverages, or other merchandise in violation of the provisions of this Ordinance shall be considered a nuisance, as defined in Chapter 50 of the Code of Ordinances of the City of Dyersville, Iowa. If this type of nuisance is determined to exist, an emergency abatement procedure pursuant to Section 50.09 of the City Code is hereby authorized and may be executed by any peace officer or those acting at their direction by dismantling and removing the nuisance without notice. However, if the only violation of this Ordinance is the offender's failure to obtain authorization from Dyersville Events, Inc., the City Administrator or his or her designated agent, in lieu of immediate abatement, may allow the person or organization to come into compliance by obtaining the necessary authorization from Dyersville Events, Inc.

Section 17. Violations – Penalties. The violation of any provision of this Ordinance shall be punishable by a fine not exceeding Five Hundred Dollars (\$500.00), or by imprisonment for not more than six (6) months, or both such fine and imprisonment.

Section 18. Severability. If any of the provisions of this Ordinance are for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions, and those remaining portions shall be and remain in full force and effect.

Section 19. Cumulative Effect. This Ordinance is cumulative of all ordinances of the City of Dyersville. Nothing in this Ordinance shall be construed as repealing any existing ordinance or part thereof except as specifically provided in Sections 10 and 11.

Section 20. Effective Date. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Passed and approved by this Council on the _____ day of _____, 2026.

Jeff Jacque, Mayor

Attest:

Tricia L. Maiers, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2026.