



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
January 6, 2025 at 6:30 PM

**Council meetings are streamed live and archived at
www.cityofdubuque.org/media and broadcast on CityChannel Dubuque
Mediacom cable channel 8 or digital 117.2 and ImOn channel 5.**

PROVIDING VIRTUAL PUBLIC INPUT

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United States (Toll Free): 1-877-568-4106

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Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

Jones, Sprank, Resnick, Farber, Cavanagh, Wethal, Roussell

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- 1. Wahlert Catholic High School 2024 Iowa Class 3A Football Champions**
On behalf of Wahlert Catholic High School.
- 2. Human Trafficking and Modern-Day Slavery Prevention Month (January 2025)**
On behalf of the Tri-State Coalition Against Human Trafficking and Modern-Day Slavery.

CONSENT ITEMS

1. Minutes and Reports Submitted

City Council Proceedings of December 16, 2024; Civil Service Commission of October 18, November 8, and November 13, 2024; Equity and Human Rights Commission of November 12, 2024; Zoning Board of Adjustment of November 21, 2024; Proof of Publication for City Council Proceedings of November 18 and December 2, 2024.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Elijah Callahan for vehicle damage; Daniel Dunne for vehicle damage; Elizabeth Gonner for vehicle damage; Amy Smith for vehicle damage.

Suggested Disposition: Receive and File; Refer to City Attorney

3. Disposition of Claims

City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Lois Kamp for vehicle damage; Amy Smith for vehicle damage.

Suggested Disposition: Receive and File; Concur

4. Approval of City Expenditures

City Manager recommending City Council approval for payment of City expenditures.

RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures

Suggested Disposition: Receive and File; Adopt Resolution(s)

5. 2025 Federal Legislative Priorities

City Manager recommending approval of the 2025 Federal Legislative Priorities.

Suggested Disposition: Receive and File; Approve

6. Request to Change the Scope of Homeowner Assistance Programs Funded by Water Operating Budget

City Manager recommending City Council approval to combine and revise the scope of the homeowner assistance programs offered by the Water Department, and to proceed with the implementation of the Leaking Lead Service Line Replacement Program, as outlined in the attached document.

Suggested Disposition: Receive and File; Approve

7. Finance Department Request for Full-Time Budget/Financial Accounting Analyst Position

City Manager recommending approval to add a full-time budget/financial accounting analyst position.

Suggested Disposition: Receive and File; Approve

8. Signed Contract(s)

CDB Utility Contractors for the Park Hill Fiber Optic Path; CDB Utility Contractors for the Shallow Well Field Fiber Optic Path; Conlon Construction Co. for the Iowa Amphitheater at Schmitt Island Bid Package 2; Racom for the SCADA Security Camera System Upgrade Project 2024.

Suggested Disposition: Receive and File

9. Improvement Contracts / Performance, Payment, and Maintenance Bonds

MDE, LLC for the 2024 SRF Green Alley Project; Portzen Construction Inc. for the Ruby Sutton Building Second Floor Remodel Project; Tschiggfrie Excavating Co. for the Kerper Boulevard Lift Station Replacement.

Suggested Disposition: Receive and File; Approve

10. Acceptance of Dedication of Property for Future Right of Way Purposes from Switch Homes of Dubuque, LLC – The Farm Subdivision

City Manager recommending City Council adopt the attached resolution accepting the dedication of Outlot E from Switch Homes of Dubuque, LLC for future street right of way purposes in The Farm subdivision.

RESOLUTION Accepting The Dedication Of Property, Being Outlot E Of The Farm In The City Of Dubuque, Iowa, From Switch Homes Of Dubuque, LLC, For Future Road Right Of Way Purposes

Suggested Disposition: Receive and File; Adopt Resolution(s)

11. Keymont Drive Pavement Rehabilitation Project - Acceptance of Public Improvement: PROJECT 5521000018

City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$151,191.73 to Eastern Iowa Excavating and Concrete, LLC, of Cascade, IA, for the Keymont Drive Pavement Rehabilitation Project.

RESOLUTION Accepting The Keymont Drive Pavement Rehabilitation Project And Authorizing Final Payment To The Contractor

Suggested Disposition: Receive and File; Adopt Resolution(s)

ITEMS SET FOR PUBLIC HEARING

These agenda items are being scheduled for a future public hearing on the date indicated.

1. Setting a Public Hearing for the Central Avenue and White Street Traffic Study Recommendation

City Manager recommending City Council set a public hearing date for January 21, 2025, for the Central Avenue and White Street Corridor Traffic Study Summary Report completed by Bolton & Menk, Inc.

RESOLUTION Setting Date Of Public Hearing On The Central Avenue And White Street Corridor Traffic Study Summary Report

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public

Hearing for January 21, 2025

BOARDS/COMMISSIONS

1. **Boards and Commission Application Review**

Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

Building Code Advisory and Appeals Board

One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Rep. term of Schoenhard)

Applicant:

Michael Shimkus, 4917 Twilight Dr. (Qualifies for Multidisciplinary Rep.)

Community Development Advisory Commission

One, 3-Year term through February 15, 2027 (Vacant Low/Moderate Income Rep. term of Hammel Jr.)

One, 3-Year term through February 15, 2028 (Expiring At-Large term of Boles)

Applicants:

Dean Boles, 1715 Geraldine Dr. (Qualifies for At-Large)

Dale L. Campbell Jr., 210 Jones St. (Qualifies for At-Large and Low/Moderate Income Rep.)

Equity and Human Rights Commission

Two, 3-Year terms through January 1, 2028 (Expiring terms of Baumhover and Freiburger)

Applicants:

Rick Baumhover, 601 Garfield Ave.

Michaela Freiburger, 1718 Diane Ct.

Traci Phillipson, 2120 Rhomberg Ave.

PUBLIC HEARINGS

Residents are invited to address the City Council on the following agenda items. Please come to the podium and state your name and address when the item you wish to speak to is being considered.

1. **Resolution Approving a Proposed Development Agreement with Dubuque and Jackson County Habitat for Humanity**

Proof of publication on notice of public hearing to consider City Council adopt a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity, and City Manager recommending approval.

RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque And Jackson County Habitat For Humanity, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Grant

Obligations

Suggested Disposition: Receive and File; Adopt Resolution(s)

2. Approving a Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the Sale of City-owned Real Estate

Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving a proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the sale of City-owned real estate, and City Manager recommending approval.

RESOLUTION Approving The Disposal Of An Interest In City Of Dubuque Real Estate By Sale To Theisen's Warehouse, LLC Pursuant To A Purchase Agreement By And Between The City Of Dubuque And Theisen's Warehouse, LLC

Suggested Disposition: Receive and File; Adopt Resolution(s)

3. Proceedings for the Public Hearing on the Issuance of Not to Exceed \$24,250,000 General Obligation Bonds, Series 2025ABC

Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for the public hearing on the issuance of selling not to exceed \$24,250,000 in General Obligation Bonds, and City Manager recommending approval.

RESOLUTION Taking additional action on proposals to enter into Loan Agreements and combining Loan Agreements

Suggested Disposition: Receive and File; Adopt Resolution(s)

PUBLIC INPUT

At this time, anyone in the Council Chambers may address the City Council on the Action Items on the agenda or on matters under the control of the City Council.

Residents are asked to approach the podium and state their name and address before proceeding with their comments. Individual remarks are limited to 5 minutes and the overall Public Input period is limited to 30 minutes. Under the Iowa Open Meetings Law, the City Council can take no formal action on comments given during Public Input which do not relate to Action Items on the Agenda.

ACTION ITEMS

These are items where discussion is held by the City Council - public comments are not allowed except where authorized by the Mayor.

1. DB&T Interest Earnings Press Release

City Manager providing a copy of a press release regarding Dubuque Bank and Trust (DB&T) recently paying the City over \$2 million in interest earnings following a review of a banking services agreement between the City and DB&T from 2007 to present.

Suggested Disposition: Receive and File

2. Code of Ordinances Amendment – Title 2 Chapter 3 Investment Oversight Advisory Commission

City Manager recommending approval to amend Code of Ordinances Title 2 Chapter 3 Investment Oversight Advisory Commission.

ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 3 Investment Oversight Advisory Commission

Suggested Disposition: Receive and File; Motion B; Motion A

3. Mayor and City Council Appointments to Boards and Committees

City Clerk requesting Mayor and City Council review all board and committee appointments for any changes for the 2025 calendar year.

Suggested Disposition: Receive and File; Council

4. HEART Partnership Video

A video on the HEART Partnership will be shown. It can also be viewed on the City of Dubuque YouTube channel at

https://www.youtube.com/watch?v=h_HNnBKFdyY

Suggested Disposition: Receive and File; Video

5. Lincoln Playground CDBG Project Ribbon-Cutting Video

A video summary of the grand opening of Lincoln Elementary School's new playground, a project which received nearly \$630,000 in Community Development Block Grant funds, will be shown. The video can also be viewed on the City of Dubuque YouTube channel at <https://youtu.be/-t43rJIZlhc>

Suggested Disposition: Receive and File; Video

COUNCIL MEMBER REPORTS

CLOSED SESSION

Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa

ADJOURNMENT

The agenda with supporting documents may be accessed at www.cityofdubuque.org or at the City Clerk's Office at cityclerk@cityofdubuque.org or by mail to 50 W. 13th Street, during regular business hours.

This notice is given pursuant to Chapter 21, Code of Iowa, and applicable local regulations of the City of Dubuque, Iowa and/or governmental body holding the meeting.

Written comments regarding the above items may be submitted to the City Clerk's Office at cityclerk@cityofdubuque.org or by mail to 50 W. 13th St., Dubuque, IA 52001, before said time of meeting.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible at (563) 589-4100, cityclerk@cityofdubuque.org. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE:	Wahlert Catholic High School 2024 Iowa Class 3A Football Champions
SUMMARY:	On behalf of Wahlert Catholic High School.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	1. Proclamation



PROCLAMATION

WHEREAS, Wahlert Catholic High School's football team has had a remarkable 2024 season and brought home the Class 3A, 2024 Iowa State Football Championship on Friday, November 22, 2024; and

WHEREAS, that Championship earned Wahlert Catholic their first football championship in the history of Holy Family Catholic Schools and the City of Dubuque's 2nd state football championship since 1979; and

WHEREAS, the Championship was won at the conclusion of a 4-game run within a 16-team field where the Golden Eagles defeated Humboldt by a final score of 49-14 on November 22nd; and

WHEREAS, in achieving this victory, Wahlert Catholic's players and coaches have brought an enormous amount of pride to our community and our city, displaying sportsmanship, exceptional dedication, and commitment. At the conclusion of the championship, Wahlert Catholic ended with a program-best 13-0 record.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY RECOGNIZE THE WAHLERT CATHOLIC FOOTBALL TEAM AS THE

"2024 Iowa Class 3A Football Champions"

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 6th day of January 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, CMC, City Clerk

2024: Submitted by Daniel Thole, Principal at Wahlert Catholic High School and accepted by: Jamie Marshall, Head Football Coach at Wahlert Catholic and high school football players.

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE:	Human Trafficking and Modern-Day Slavery Prevention Month (Janaury 2025)
SUMMARY:	On behalf of the Tri-State Coalition Against Human Trafficking and Modern-Day Slavery.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	1. Proclamation

PROCLAMATION

WHEREAS, by Presidential proclamation each January has been designated National Human Trafficking and Modern-Day Slavery Prevention month. In addition, January 11th has been designated National Human Trafficking Awareness Day; and

WHEREAS, the issues of sex trafficking and labor trafficking are a violation of human rights. The hope of this Proclamation is to raise awareness of this topic; and

WHEREAS, the City of Dubuque wishes to acknowledge the following organization for its tenth anniversary to raise awareness about human trafficking: Tri-State Coalition Against Human Trafficking and Modern Day Slavery; and

WHEREAS, the United Nations Global Plan of Action has three pillars upon which it stands: “protect, prevent, prosecute”. We invite all residents of Dubuque to educate themselves on this issue and to support these three pillars to help eradicate the problem; and

WHEREAS, we invite parents, middle and high school students, teachers and all residents to a free viewing of “Maya” on Wednesday, January 22nd, 2025 at 5:30 pm in the Dubuque Phoenix Theater; and

WHEREAS, human trafficking is a national, state, and local issue. We encourage all businesses to participate in the Iowa Businesses Against Trafficking (I-BAT) initiative as well as involvement in the Coalition’s Lunch and Learn Program to develop advocacy protocols for survivors.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE MONTH OF JANUARY 2025 AS

“HUMAN TRAFFICKING AND MODERN-DAY SLAVERY PREVENTION MONTH”

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 6th day of January 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by Sr. Marilou Irons. Accepted by Sr. Marilou Irons and Mary Lechtenberg.

2024: Submitted and accepted by: Sr. Marilou Irons, PVBM of the Tri-State Coalition against Human Trafficking

2023: Submitted and accepted by: Sr. Marilou Irons, PVBM of the Tri-State Coalition against Human Trafficking

2022: Submitted by Toni Backes and accepted by accepted by Sr. Marilou Irons, PVBM of the Tri-State Coalition against Human Trafficking

2021: Submitted by Toni Backes of the Tri-State Coalition against Human Trafficking and accepted by Sr. Marilou Irons, PVBM, marilou@dbqpbvms.org and Sr. Mary Lechtenberg, OSF lechtenbergm@osfdbq.org

2020: Submitted by Toni Backes of the Tri-State Coalition against Human Trafficking and accepted by Sr. Mary Lechtenburg OSF and Sr. Joy Peterson PVBM. dvingilroy@aol.com, 408-594-8025.

2019: Submitted by Deborah Albert of the Tri-State Coalition against Human Trafficking and accepted by Sr. Mary Lechtenburg OSF and Sr. Joy Peterson PVBM. dvingilroy@aol.com, 408-594-8025.

2018: moved to January 2019.

2017: Submitted by Deborah Albert of the Tri-State Coalition against Human Trafficking and accepted by Sr. Mary Lechtenburg OSF and Sr. Joy Peterson PVBM. dvingilroy@aol.com, 408-594-8025

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of December 16, 2024; Civil Service Commission of October 18, November 8, and November 13, 2024; Equity and Human Rights Commission of November 12, 2024; Zoning Board of Adjustment of November 21, 2024; Proof of Publication for City Council Proceedings of November 18 and December 2, 2024.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 12 16 24 City Council Minutes
2. Civil Service Minutes of 10 18 24
3. Civil Service Minutes of 11 8 24
4. Civil Service Minutes of 11 13 24
5. Equity and Human Rights Commission Minutes
6. Zoning Board of Adjustment Minutes
7. Proof of Publication for City Council Proceedings 11.18.24
8. Proof of Publication for City Council Proceedings of 12.2.24

**CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION**

The Dubuque City Council met in special session at 5:15 p.m. on December 16, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Greater Dubuque Development Corporation and Retail Strategies findings and recommendations.

**WORK SESSION
Greater Dubuque Development Corporation - Retail Strategies Findings and
Recommendations**

Rick Dickinson, President and CEO of Greater Dubuque Development Corporation, and Michael Warsaw, Portfolio Director of Retail Strategies, presented their findings and recommendations on opportunities to enhance the community's retail and hospitality sectors. In response to questions, the presenters explained that the community's makeup influences the types of businesses that can be recruited, noting that it has broadened in recent years. Warsaw discussed the data retailers use to identify new markets and encouraged the City Council to collaborate with developers to reduce lead times.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:27 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

**CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION**

The Dubuque City Council met in regular session at 6:30 p.m. on December 16, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a regular session of the City Council called for the purpose of conducting such business that may properly come before the City Council.

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of December 2, 2024; Five Flags Civic Center Advisory Commission of September 9, 2024; Historic Preservation Commission of October 17, 2024; Long Range Planning Advisory Commission Draft Minutes of November 20, 2024; Park and Recreation Commission of November 12, 2024; Resilient Community Advisory Commission of October 3, 2024; Proof of Publication for City Council Proceedings of November 4, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Lois Kamp for vehicle damage; Laura Schroeder for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Sierra Eversoll for vehicle damage; Bryn Kittle for vehicle damage; Laura Schroeder for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 398-24 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Kohl's Department Store 2023 & 2024 Property Tax Appeal Stipulation of Settlement Approval: Senior Counsel recommended approval of the Stipulation of Settlement for a 2023 and 2024 property tax appeal filed by Kohl's Department Store, Inc. for their property located at 2595 NW Arterial. Upon motion the documents were received, filed, and approved.

6. Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque: Upon motion the documents were received and filed, and Resolution No. 399-24 Approving An Agreement Between The City Of Dubuque And ITC Midwest, LLC To Operate An Electric Transmission System In The City Of Dubuque was adopted.

7. Public, Educational, and Governmental (PEG) Access Equipment Grant Program and PEG Channel Guidelines Updates: City Manager recommended City Council approval of changes to the policies and procedures related to the Public, Educational, and Governmental (PEG) Access Equipment Grant Program and guidelines for Dubuque's PEG channels as attached. Upon motion the documents were received, filed, and approved.

8. FY2025 Main Street Iowa Program Agreement: Upon motion the documents were received and filed, and Resolution No. 400-24 Approving An Agreement By And Among The Iowa Economic Development Authority, Dubuque Main Street, Ltd. And The City Of Dubuque Providing For The Dubuque Main Street Program In The City Of Dubuque was adopted.

9. State of Iowa Business Financial Assistance Contract among Universal Tank & Fabrication Inc., the City of Dubuque, and the Iowa Economic Development Authority: Upon motion the documents were received and filed, and Resolution No. 401-24 Approving The Contract For State Business Financial Assistance By And Among Universal Tank & Fabrication Inc., The City Of Dubuque, Iowa, And The Iowa Economic Development Authority was adopted.

10. FY24/PY23 End-of-Year Review for the Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER): Upon motion the documents were received and filed.

11. Lead & Healthy Home Program Grant Agreement: Upon motion the documents were received and filed, and Resolution No. 402-24 Resolution Authorizing The City Manager Or His Designee To Execute An Agreement And Any Further Documents Required For The Execution Of The Lead And Healthy Homes Grant Award was adopted.

12. Request for Approval of Pet Licensing Service RFP: Upon motion the documents were received, filed, and approved.

13. Acceptance of Certain Subdivision Improvements in Silver Oaks Estates #3 (Phase 2 of Silver Oaks Subdivision): Upon motion the documents were received and filed, and Resolution No. 403-24 Accepting Public Improvements in Silver Oaks Estates # 3 (Silver Oaks Phase 2), in the City of Dubuque, Iowa was adopted.

14. Union at the Marina, LP Property Right of Way Plat and Dedication for Proposed Parking Lot Improvements on Hawthorne Street: Upon motion the documents were received and filed, and Resolution No. 404-24 Approving the Acquisition Plat of Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa was adopted.

15. Approval for Amendment #2 with Vidl Solutions: Upon motion the documents were received, filed, and approved.

16. Signed Contract(s): Tschiggfrie Excavating, Co. for the Broadway Sanitary Sewer Improvements Project. Upon motion the documents were received and filed.

17. Drug and Alcohol Policy - DBA The Jule: Upon motion the documents were received, filed, and approved.

18. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 405-24 Approving applications for retail alcohol licenses, as required by City of Dubuque

Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

19. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 406-24 Approving Applications For Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, And Device Permits, As Required By Iowa Code 453A.47A And Senate File 345 was adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Resolution Setting a Public Hearing on a Proposed Development Agreement with Dubuque and Jackson County Habitat for Humanity: Upon motion the documents were received and filed and Resolution No. 407-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque And Jackson County Habitat For Humanity, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Grant Obligations Relating Thereto And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 6, 2025 in the Historic Federal Building.

2. Setting a Public Hearing on a Proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the Sale of City-owned Real Estate: Upon motion the documents were received and filed and Resolution No. 408-24 Intent To Dispose Of An Interest In City Of Dubuque Real Estate By Sale To Theisen's Warehouse, LLC Pursuant To A Purchase Agreement By And Between The City Of Dubuque And Theisen's Warehouse, LLC And Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Purchase Agreement And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 6, 2025 in the Historic Federal Building.

3. Proceedings to Set Public Hearing on the Issuance of Not to Exceed \$24,250,000 General Obligation Bonds, Series 2025ABC: Upon motion the documents were received and filed and Resolution No. 409-24 Setting The Date For Public Hearings On Proposals To Enter Into General Obligation Loan Agreements And To Borrow Money Thereunder was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 6, 2025 in the Historic Federal Building.

4. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 410-24 Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids For The Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 21, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year term through June 30, 2025 (Vacant Business Professional, lives or works inside cultural district term of Robins); One, 3-Year term through June 30, 2026 (Vacant Public Member 3 term of Riedel); One, 3-Year term through June 30, 2027 (Vacant Business Professional Term of Neuhaus). Applicants: David Barba, 2400 Central Ave. (qualifies for Public Member 3 and Business Professional terms); Gail Chavenelle, 1155 Kelly Ln. (qualifies for Public Member 3 and Business Professional terms); Aaron Hefel, 515 1/2 W. 8th St. (qualifies for Business Professional, lives or works inside cultural district; Public Member 3 and Business Professional terms); Bree Hernandez, 1298 Locust St. (qualifies for Business Professional, lives or works inside cultural district; Public Member 3 and Business Professional terms); and Jessica Ochoa, 1970 Hale St. (qualifies for Public Member 3 and Business Professional terms). Upon roll call vote, Hefel was appointed to the Business Professional, lives or works inside cultural district term; David Barba was appointed to the Public Member 3 term; and Gail Chavenelle was appointed to the Business Professional term. Hefel received 4 votes (Wethal, Roussell, Cavanagh, Resnick) while Hernandez received the remaining 3 votes for the Business Professional, lives or works inside cultural district term. Barba received 4 votes (Roussell, Cavanagh, Sprank, Jones), Ochoa received 2 votes (Farber and Resnick, and Chavenelle received the remaining vote for the Public Member 3 term. Chavenelle received 5 votes (Wethal, Farber, Roussell, Cavanagh, Jones), Bree Hernandez received one vote (Sprank), and Ochoa received the remaining vote for the Business Professional term.

2. Equity and Human Rights Commission: One, 3-Year term through January 1, 2027 (Vacant term of Sampson-Brown). Applicants: DeLano Cain-Watson, 994 Patricia Ann Dr. and Traci Phillipson, 2120 Rhomberg Ave. Upon roll call vote, Cain-Watson was appointed to the term, receiving all 7 votes.

PUBLIC HEARINGS

1. Resolution Approving a Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.3: Motion by Farber to receive and file the documents and adopt Resolution No. 411-24 Approving The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal Area, Version 2024.3. Seconded by Wethal. Motion carried 7-0.

PUBLIC INPUT

Clark Schloz, 2925 Burlington St., spoke about recent increases in city utility rates and the city's transparency in providing requested information.

ACTION ITEMS

1. Adoption of the 2024 Chaplain Schmitt Island Development Plan: Motion by Roussell to receive and file the documents and adopt Resolution No. 412-24 Adopting A Development Plan For Chaplain Schmitt Island. Seconded by Sprank. City Council Members thanked residents for their input on the plan, emphasizing specific suggestions for adding an additional sheet of ice at the ImOn Arena. In response to questions, Van Milligen outlined the hiring process to replace outgoing DRA President and CEO Alex Dixon and stated that implementing the plan will require multiple funding sources and take time. Council Members expressed gratitude to Dixon for his contributions and stressed the importance of partnerships in bringing the plan to fruition. Motion carried 7-0.

2. Iowa Amphitheater on Schmitt Island Project Bid Package No. 2 (Utilities, Paving & Amphitheater Stage) Award Public Improvement Contract Project Code: 5575000022: Motion by Sprank to receive and file the documents and adopt Resolution No. 413-24 Awarding Public Improvement Contract For The Iowa Amphitheater On Schmitt Island Project – Bid Package No. 2 (Utilities, Paving & Amphitheater

Stage). Seconded by Wethal. In response to a question, Dixon explained that alternative add-on amenities were chosen over stage rigging because they were more cost-effective. Motion carried 7-0.

3. Resolution Approving an Amended and Restated Development Agreement with Walter Development, LLC: Motion by Jones to receive and file the documents and adopt Resolution No. 414-24 Approving An Amended And Restated Development Agreement By And Between The City Of Dubuque, Iowa And Walter Development, LLC. Seconded by Resnick. Motion carried 7-0.

4. Ruby Sutton Building 2nd Floor Renovation Project - Award Public Improvement Contract Project No. 5565000021: Motion by Roussell to receive and file the documents and adopt Resolution No. 415-24 Awarding Public Improvement Contract For The Ruby Sutton Building 2nd Floor Renovation Project. Seconded by Wethal. City Council Members expressed satisfaction that the alternative bid could be incorporated. Motion carried 7-0.

5. Leisure Services Comprehensive Master Plan Consultant Selection Approval and Authorization of Contract: Motion by Farber to receive and file the documents and adopt Resolution No. 416-24 Authorizing The City Manager To Negotiate And Execute A Contract With Kimley-Horn For The Leisure Services Comprehensive Master Plan. Seconded by Sprank. City Council Members noted that understanding the status of each park would be valuable. Leisure Services Director Marie Ware explained that the plan will offer feedback for benchmarking the parks and aid in planning for the future. Motion carried 7-0.

6. Hawks Goodmann & Associates Independent Contractor Agreement: Motion by Wethal to receive and file the documents and approve contracting with Hawks Goodmann & Associates to assist with strategic partnerships at the federal level. Seconded by Sprank. City Council Members expressed their enthusiasm for continuing to collaborate with recently retired Director of Strategic Partnerships Teri Goodmann and emphasized the importance of assessing the best ways to engage with federal and state officials following the recent election. Motion carried 7-0.

7. Controlled Livestock Grazing Ordinance Amendment: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Breitfelder and Brumwell addressed questions about the amendment review process and the businesses currently licensed for controlled livestock grazing. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 62-24 Amending City Of Dubuque Code Of Ordinances Title 7 Police, Fire And Public Safety, Chapter 6 Animal Control, Article A Miscellaneous Provisions, Section 7-6A-2 Restrictions On Maintaining Livestock. Seconded by Wethal. Motion carried 7-0.

8. Ordinance No. 52-24-A Correcting the Title of Ordinance No. 52-24: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 52-24-A Amending Ordinance No. 8-22, As Amended, Providing That General Property Taxes Levied And Collected Each Year On All Property Located Within The Greater Downtown Urban Renewal District Of The City Of Dubuque, County Of Dubuque, State Of Iowa, By And For The Benefit Of The State Of Iowa, City Of Dubuque, County Of Dubuque, Dubuque Community School District, And Other Taxing Districts, Be Paid To A Special Fund For Payment Of Principal And Interest On Loans, Monies Advanced To And

Indebtedness, Including Bonds Issued Or To Be Issued, Incurred By Said City In Connection With The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal District, To Correct The Title Of Ord. No. 52-24 By Removing Certain Property From the Division Of Revenues. Seconded by Farber. Motion carried 7-0.

9. Ordinance No. 53-24-A Correcting the Title of Ordinance No. 53-24: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 53-24-A Amending Ordinance No.52-24-A, As Amended, Providing That General Property Taxes Levied And Collected Each Year On All Property Located Within The Greater Downtown Urban Renewal District Of The City Of Dubuque, County Of Dubuque, State Of Iowa, By And For The Benefit Of The State Of Iowa, City Of Dubuque, County Of Dubuque, Dubuque Community School District, And Other Taxing Districts, Be Paid To A Special Fund For Payment Of Principal And Interest On Loans, Monies Advanced To And Indebtedness, Including Bonds Issued Or To Be Issued, Incurred By Said City In Connection With The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal District, To Correct The Title Of Ord. No. 53-24 By Adding The Hawthorne Street And Locust Street Subareas To The Division Of Revenues. Seconded by Sprank. Motion carried 7-0.

10. Proposed Ordinance change to update the rental license cycle to two- years: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. City Council Members commended the updates to the rental license cycle. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 63-24 Amending City Of Dubuque Code Of Ordinances Title 14 Building And Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-3 Rental Licenses. Seconded by Roussell. Motion carried 7-0.

11. Work Session Request: Capital Improvement Projects GIS Application: Motion by Resnick to receive and file the documents and schedule the work session for 6:00 p.m. on January 21, 2025. Seconded by Jones. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Farber highlighted a recent donation from John and Alice Butler to the University of Dubuque (UD) for the creation of a medical school. Farber also reported on attending a recent Federal Communications Commission (FCC) committee meeting.

Council Member Jones also discussed the UD announcement and noted public safety staff's annual holiday visit to Hills and Dales.

Council Member Wethal addressed the recent school shooting in Madison, WI, and commented on the UD announcement.

Council Member Sprank reported on attending neighborhood association meetings, the Merry Millwork Market, and volunteering at a recent food giveaway. Sprank also emphasized the importance of securing a new tenant for the upcoming vacancy on Central Avenue due to Hartig Drug's departure.

Mayor Cavanagh reflected on the Madison school shooting and the UD announcement. He also highlighted the community's current momentum driven by recent projects and initiatives, expressing excitement for the future.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:10 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:57 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:57 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

MINUTES

Government Body: CITY OF DUBUQUE CIVIL SERVICE COMMISSION
Date: October 18, 2024
Time: 1:00 PM
Place of Meeting: City Hall – Conference Room A – 50 W 13th St.

Present: Commissioners Scott Crabill, Dan White (virtually), Carla Heathcote (virtually)
Also present: City Attorney Crenna Brumwell, Police Chief Jeremy Jensen, Assistant Police Chief Joe Messerich, Attorney Kyle McCoy (virtually)

Commissioner Crabill called the meeting to order at 1:09 p.m.

1. Receive and File the Specification of Charges and Civil Service Appeal of Aidan Carr. Motion by Crabill to receive and file the documents. Seconded by White. Motion carried 3-0.
2. Schedule an appeal hearing for Aidan Carr. Civil Service Commissioners, City staff, and attorney McCoy discussed their availability and reached consensus on the hearing date. Motion by Crabill to schedule Aidan Carr's appeal hearing for November 8, 2024, at 9:00 a.m. in City Council Chambers, 2nd Floor of the Historic Federal Building. Seconded by White. Motion carried 3-0.
3. Adjournment. Motion by White to adjourn at 1:14 p.m. Seconded by Heathcote. Motion carried 3-0.

Submitted by Adrienne Breitfelder, City Clerk

MINUTES

Government Body: CITY OF DUBUQUE CIVIL SERVICE COMMISSION
Date: November 8, 2024
Time: 9:30 AM
Place of Meeting: City Hall – Conference Room A – 50 W 13th St.

Present: Commissioners Scott Crabill, Dan White, Carla Heathcote (virtual)

Also present: Chief of Police Jensen (virtual), City Attorney Brumwell (virtual), City Clerk Breitfelder, Kyle McCoy (virtual)

Commissioner White called the meeting to order at 9:33 a.m.

1. Rescheduling the Appeal Hearing for Aidan Carr per agreement of the parties. Motion by White to reschedule the Appeal Hearing for Aidan Carr to Thursday, December 19, 2024 at 1:00 p.m. with a contingency date of Friday, December 20, 2024 at 1:00 p.m. Seconded by Crabill. Motion carried 3-0.
2. Adjournment. Motion by Crabill to adjourn at 9:40 a.m. Seconded by Heathcote. Motion carried 3-0.

Submitted by Pamela McCarron, Permit Clerk

MINUTES

Government Body: CITY OF DUBUQUE CIVIL SERVICE COMMISSION
Date: November 13, 2024
Time: 4:15 PM
Place of Meeting: City Hall – Conference Room A – 50 W 13th St.

Present: Commissioners Carla Heathcote (virtually), Dan White, Scott Crabill
Also present: Police Captain Scott Baxter, Fire Chief Amy Scheller, Assistant Fire Chief Josh Knepper

Commissioner White called the meeting to order at 4:16 p.m.

1. Approval of minutes from the October 2, October 18, and November 8, 2024 meetings. Motion by Crabill to approve the minutes as submitted. Seconded by Heathcote. Motion carried 3-0.
2. Police and Fire Department Reports. Assistant Fire Chief Josh Knepper provided information on staffing numbers, new hires, and future hiring opportunities. Police Captain Scott Baxter spoke about precision policing, new hires and current staffing numbers.
3. Request to schedule an entrance examination for the position of Police Officer. Motion by Heathcote to set the date for Friday, December 13, 2024, as recommended by Chief of Police Jeremy Jensen. Seconded by Crabill. Motion carried 3-0. Commissioner Heathcote to proctor.
4. Request to schedule promotional examinations for the positions of Fire Equipment Operator, Fire Lieutenant, Fire Captain, and Fire Leadership. Motion by Crabill to set the dates for Tuesday, February 18, Wednesday, February 19, and Thursday, February 20, 2025. Seconded by Heathcote. Motion carried 3-0. Proctor to be determined.
5. Adjournment. Motion by White to adjourn at 4:33 p.m. Seconded by Crabill. Motion carried 3-0.

Submitted by Pamela McCarron, Permit Clerk

EQUITY AND HUMAN RIGHTS COMMISSION MEETING MINUTES
November 12, 2024

DATE: Tuesday, November 12, 2024

TIME: 4:30 PM

LOCATION: Multicultural Family Center, 1157 Central Avenue, Dubuque, IA 52001

The meeting was called to order at 4:33 pm.

Commissioners Present: Jake Kurczek, Matthew Zanger, Michaela Freiburger, Theresa Sampson-Brown, Maita Joliet, Nikkole Nutter (virtual)

Commissioners Absent: Dave Heiar, Rick Baumhover

Staff Present: Gisella Aiken Shadle, Chief of Equity and Human Rights; Ann Marie Jannette, Equity and Human Rights Specialist

Approval of Meeting Minutes

Freiburger motioned, Zanger seconded, to approve the minutes from the October 8, 2024. All in favor.

Public Input

No members of the public were present to provide input.

Reports

Caseload Report

- Complaints filed – number of complaints that were signed during the month
 - October amount: 1
- Active investigations – investigations that are currently active but in various stages (active, administrative review, initiated, on hold, etc.)
 - October amount: 18
- Incidents in mediation – complaints currently in mediation
 - October amount: 1
- Incidents in full hearing – complaints in full hearing process
 - October amount: 0
- Inquiries – calls/inquiries that don't result in an official complaint being filed (including outreach events)
 - October amount: 12
- Complaints closed during the month – signed complaints that were closed during the month (doesn't include inquiries or complaints that were never filed)
 - October amount: 0
- Total inquiries and complaints FY25 – signed complaints filed in FY25
 - October amount: 21

Jannette provided an example of a complaint received in October. The complainant reported a possible injury to her Lead and her Trainer who then made a sexual reference to her injury. When she informed her supervisor, he said that he would report it to HR and told

her not to tell anyone else about the incident. After a few weeks, she was suspended without pay, and when pressed for an answer, the supervisor told her it was because she had lied. The complainant feels she was harassed and retaliated against because she reported sexual harassment. Neither of the two male coworkers involved in the incident were suspended.

Director's Report

Aitken-Shadle reported that Enoch Sanchez had submitted his resignation from the commission. It was forwarded to the City Clerk and City Council will appoint a new member within the next month.

The department is working on an updated Language Access Plan which they are hoping to roll out within the next 2-3 months. Consistent language will also now be used on all City of Dubuque department's landing pages and public meeting notices: *TTY/TRS users may dial 711 or 800-735-2942 (RELAY Iowa)*. All reference to TDD will be removed from the website.

Jannette will be attending the Government Alliance on Race and Equity Conference (GARE) in St. Louis next week. Also, internal ICC training has now been completed for the Fall session. Waterloo, IA will be hosting a one-day conference to celebrate International Human Rights Day. Commissioners are asked to notify Jannette if they would like to attend the conference.

Aitken-Shadle reported that the first meeting of the DEIB committee will be meeting this week to discuss what DEIB looks like internally with a focus on retention and recruitment. The committee will include several department heads.

Jannette provided a brief introduction of the Fines and Fees Reform program where low-income individuals, who owe fines or fees for municipal services, can volunteer their time in return for a reduction in the amount they owe. They will earn approximately \$27 an hour which will be applied directly to their owed amount.

Chairperson's Report

Chairperson Kurczek has not received a response yet from the other cities in Iowa he had reached out to regarding their commissions. He will follow up with them again soon.

Old Business:

Requests to change the quorum requirement to be the majority of members who are currently serving, rather than an automatic quorum of five members, was declined by Crenna Brumwell. It was discussed whether to add this provision to the updated ordinance despite not being approved by Brumwell, however it was agreed upon unanimously to not include it.

A vote was held to submit to City Council the updated ordinance as approved by Brumwell. Freiburger motioned, and Zanger seconded the motion. All in favor. Aitken-Shadle will forward to the City Manager for approval and have it added to the City Council agenda.

Freiburger reported that the committee to plan a future DEIB event has not met yet. The committee consists of Freiburger, Heiar, and Baumhover. They plan to hold a meeting soon.

New Business:

Kurczek to send out reminders to the commissioners whose terms are expiring at the end of 2024 and providing them with contact information for the City Clerk so that they can reapply if they so wish. Terms are expiring for Rick Baumhover, Maitha Joliet, and Michaela Freiburger.

Aitken-Shadle requested that the commission meeting for December be moved due to prior commitments. The date of December 17, at 4:30 PM, was proposed. Freiburger motioned, Sampson-Brown seconded the motion. All in favor.

The FY25 Dubuque Equitable Community Grant will be accepting applications between December 1, 2024, and January 31, 2025. Freiburger, Zanger, and Kurczek volunteered to be grant reviewers.

Kurczek provided an update on the state election results and a timetable for the Iowa legislative session. He will invite the elected representatives Lindsay James, Tom Townsend, and Jennifer Smith to attend the December meeting.

Aitken-Shadle reported that the department has not seen any effect so far regarding the election results, however she anticipates receiving more calls after the inauguration in January. Other cities in Iowa were already in the process of restructuring in response to anti-DEIB related State laws.

Kurczek reported on the major concerns of Project 2025. A discussion followed about the possible effects this might have if adopted by President Trump.

Reflections and Updates

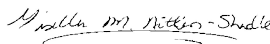
Joliet discussed that the Marshallese community are experiencing discrimination, however they are not reporting it. Reasons vary, but it is partly because they are often distrustful of outside organizations. Aitken-Shadle offered to meet them at their job, at Crescent Community Health Center, or at any other location to discuss possible discrimination. Joliet will pass along this information to others in the Marshallese community.

This was Sampson-Brown's last meeting as a commissioner. We are very grateful for her service and advice over the tenure of her term.

Adjournment:

Motion to adjourn by Sampson-Brown, seconded by Joliet. All in favor. The meeting ended at 5:46 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, December 17, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted: 

Minutes approved as corrected: _____

MINUTES
CITY OF DUBUQUE ZONING BOARD OF ADJUSTMENT
REGULAR SESSION

5:30 p.m.

Thursday, November 21, 2024

City Council Chambers, Historic Federal Building

Board Members Present: Chairperson Jonathan McCoy, Board Members Keith Ahlvin, Gwen Kosel, and Matt Mauss.

Board Members Excused: Rena Stierman

Board Members Unexcused: None

Staff Members Present: Shena Moon and Jason Duba

CALL TO ORDER: The meeting was called to order by Chairperson McCoy at 5:30 p.m.

MINUTES: Motion by Mauss, seconded by Ahlvin, to approve the minutes of the October 24, 2024 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Mauss, and McCoy; Nay – None; Abstain – Kosel.

DOCKET – 37-24: Application of Church of the Resurrection, 4300 Asbury Road, to construct a 5,930 square foot ground mounted solar array totaling 7,440 square feet of detached accessory structures where 100 square feet and 1,000 square feet maximum is permitted in an R-1 Single-Family Residential zoning district.

Melissa Turner, spoke in favor of the request on behalf of the Church of the Resurrection. She explained that this is part of their Green Initiative. She said they are also planning a prairie on the north side of the property. She explained the location is near the ball field, going up the hill, which will allow the panels to be flatter against the hill. She said they intend to plant landscaping around the array and plants and shrubs along the property line. She noted there will also be a water retention pond south of the array.

Chairperson McCoy asked about how they selected this location. Ms. Turner responded that if the array is on flat property it will have to be taller.

Jill Schweikert, 2507 Millstone Drive, expressed opposition to the request, stating her property would be very close to the array and they don't want to see it from their backyard. She stated she had consulted realtors who said the presence of an array would diminish their property value. She expressed support of solar energy, but not this location because the church has other locations on their property where they could locate the array.

Brad Schweikert, 2507 Millstone Drive, expressed opposition to the request, stating the

array would be lurking over his property. He said he considers it a nuisance and an obstruction as it would be visible from the sidewalk. He expressed concern about stormwater runoff onto his property.

Casey Kizzier, 2491 Millstone Drive, expressed opposition to the request, stating that the array would be visible straight out their kitchen window. He said kids play on the hill and field where the array is proposed to go.

Jennifer Schultz, 2523 Millstone Drive, expressed opposition to the request, stating her concern about noise pollution, electromagnetic field radiation, and other health risks. She noted she wouldn't want her granddaughter playing in her backyard in such close proximity to the array. She expressed concern about property value reduction.

Tim Luhart, 3650 Seville Drive, expressed support for the request, stating he has rooftop solar panels, and he feels healthy and hasn't heard noise. He said he is joining with others to protect the environment, and he sees Resurrection as a beacon of hope as the solar array will show environmental stewardship is possible. He noted facts about the electricity generation and carbon reduction potential of the proposed array.

Terry Balk, 2498 Millstone Drive, expressed opposition to the request, stating prairie grass shouldn't be more important than houses and that relocated the array to elsewhere on the property would be better. He asked how tall the screening plants are going to be.

Chairperson McCoy summarized the comments as dealing with variance criteria relating to public interest, property value, and special privilege.

Kent Kraus, Eagle Point Solar, stated that the new location on the hillside allows the array to fit closer to hillside and be lower to the ground. He noted this also allows the distance between rows to be shorter to blend in with the landscape. He referred to academic studies showing that solar arrays have not harmed property values of nearby properties, and that electromagnetic field radiation is not a significant health risk. He explained that the array will be installed with a pier-driven system, so the grass will not be scraped, and runoff should not be significantly different. He stated that noise from the inverter is minimal and displayed a video showing that.

Chairperson McCoy said he thought the noise complaint was about noise reflection from the highway.

Staff Member Duba stated this request was heard last month, tabled, and the applicant was asked to find a more suitable location. He detailed the staff report noting the characteristics of the subject property and the surrounding neighborhood. He said the property is zoned as R-1 Single Family Residential. He noted the area of the church property is over 900,000 square feet, yet it is held to the same 100-square foot array size that a residential property of 5,000 square feet is. He noted the proposed array faces southwest and neighboring homes are to the east. He pointed out this array would generate local electricity, enhancing the sustainability, and resilience of the community.

Staff Member Moon noted the project would require site plan review by the City's Development Review Team and the stormwater runoff would be evaluated through that process.

Chairperson McCoy reviewed the variance criteria, stating that he felt the project does not meet them.

Board Member Ahlvin agreed with Chairperson McCoy that the request doesn't meet the variance criteria, also noting this property is zoned R-1.

Board Member Mauss said he felt the public opposition to the array's visibility is valid. He said he is not totally opposed to it if screening were adequate. He said he understands that putting it elsewhere doesn't work.

Board Member Kosel concurred with Chairperson McCoy and Board Member Ahlvin that the project doesn't meet the variance requirements.

Motion by McCoy, seconded by Ahlvin, to approve the request as submitted. Motion failed by the following vote: Aye – None; Nay – Ahlvin, citing criteria 1-5; Kosel, citing criteria 1-5; Mauss, citing criteria 5; and McCoy, citing criteria 2-5.

Variance Criteria:

1. The particular property, because of size, shape, topography or other physical conditions, suffers singular disadvantage, which disadvantage does not apply to other properties in the vicinity; and
2. Because of this disadvantage, the owner is unable to make reasonable use of the affected property; and
3. This disadvantage does not exist because of conditions created by the owner or previous owners of the property; and
4. Granting the variance requested will not confer on the applicant any special privilege that is denied to other lands, structures, or buildings in the same district; and
5. Granting of the variance will not be contrary to the public interest, will not adversely affect other property in the vicinity, and will be in harmony with the intent and purpose of the provision waived.

DOCKET – 39-24: Application of Andrew McCready, 1701 Central Avenue, to allow a residential use on the first floor where it is only allowed above the first floor in a C-4 Downtown Commercial zoning district.

Andrew McCready, 1268 Locust, spoke in favor of the request. He explained that he is working to purchase the building from Dubuque Initiatives. He noted there is an overstock of commercial space, so to make the project financially viable, he is proposing to split the building to make a front commercial unit and a back residential unit. He stated they would keep the storefront while creating a residential unit in back. He noted it could be an owner-

occupied store and residential unit.

Jon Wegmann, 1710 Jackson Street, noted that he is the owner of 1643 Central Avenue. He stated there is an excess of vacant storefronts on Central, creating the perception of a struggling neighborhood. He expressed that this is not a lack of community potential, but rather shifting economic realities driven by malls and big box retail. He expressed that two characteristics of successful area are density and entrepreneurial immigrants, which Dubuque is lacking here. He said the conversion to residential may help mitigate the housing shortage, blight, and the perception of vacancy. He stated that this approach is not experimental, it has succeeded elsewhere, and it is a step forward.

Ricky Pottebaum, 709 Garfield Avenue, stated that he owns several nearby properties on Central. He noted that there have been talks about allowing first floor residential units for years, that there is too much commercial, and there's a need for more residential and people in the neighborhood.

Staff Member Moon detailed the staff report noting the property has three street frontages. She noted the applicant is working to renovate and convert portion of the ground floor to a studio apartment and they desire to make the unit ADA accessible, and they are working through the design details for this. She noted the request maintains the commercial storefront along Central Avenue.

Board Member Mauss asked if they should define the size of the residential space. Staff Member Moon suggested referring to the site plan and the applicant regarding this. Mr. McCready stated they needed 600 square feet minimum. Chairperson McCoy suggested limiting the residential unit to no more than 650 square feet.

Chairperson McCoy expressed opposition, stating conversion of a commercial space to a residential unit would be more appropriately addressed through a text amendment to the zoning regulations, and that he could not make the finding for granting a variance.

Board Member Ahlvin expressed that he had no issues with the request, since it is maintaining the storefront.

Motion by Ahlvin, seconded by Kosel, to approve the request with the following conditions:

1. The ground floor residential unit shall be no more than 650 square feet in area.

Motion carried by the following vote: Aye – Ahlvin, Kosel, and Mauss; Nay – McCoy, citing criteria 1-5.

Variance Criteria:

1. The particular property, because of size, shape, topography or other physical conditions, suffers singular disadvantage, which disadvantage does not apply to other properties in the vicinity; and
2. Because of this disadvantage, the owner is unable to make reasonable use of the affected property; and
3. This disadvantage does not exist because of conditions created by the owner or previous owners of the property; and

4. Granting the variance requested will not confer on the applicant any special privilege that is denied to other lands, structures, or buildings in the same district; and
5. Granting of the variance will not be contrary to the public interest, will not adversely affect other property in the vicinity, and will be in harmony with the intent and purpose of the provision waived.

DOCKET – 40-24: Application of Mike Lange, 1458 Locust Street, to allow two freestanding signs where one is permitted, to allow one sign to be 8' high and the other to be 7'-9" high where 6' in height is permitted, to allow one sign to be 32 square feet where 8 square feet is permitted, and to allow one sign to be in a visibility triangle in an OR Office Residential zoning district and a historic district.

Magdalene Grace Deane, Master Liturgical Artist, spoke in favor of the request, noting that she also designed the signs for St. John's Episcopal Church, which received a variance two years ago. She showed how the proposed signs for the Community Center are similar in design to the previously approved signed for St. John's, thereby creating continuity and helping to alleviate the confusion people have between the two buildings and where to park. She stated the four existing signs on the property will be removed when the new signs are installed. She explained how she designed the signs to fit the buildings and the neighborhood and provided small model signs for the Board's consideration.

Dave Stuart, 1470 Locust Street, spoke in favor of the request, noting that he has seen many confusions between the church and the community center. He expressed that this building is not historic, that the visibility triangle not a concern due to the one-way street, and that the church is a good neighbor.

Staff Member Duba detailed the staff report noting the characteristics of the property and the neighborhood. He displayed renderings of the signs, detailing their dimensions and the sign regulations for the OR Office Residential zoning district in a historic district. He noted that St. John's received a variance for similar signs at the church building two years ago. He read a statement from Traffic Engineer Justine Hull stating that the sign on the corner should not be an issue for passing vehicles but that it could block visibility for vehicles exiting the parking lot. He noted that the applicant has stated they would remove the four existing signs, and he suggested that be made a condition of approval.

Chairperson McCoy expressed that a condition of approval should be included to removal of the four existing signs and require that they can't be put back up.

Board Member Ahlvin expressed concern for the visibility triangle encroachment for vehicles exiting the parking lot on to Locust. Ms. Deane said that it's a low standing sign, and it would be similar to looking over the hood of a car. Board Member Ahlvin expressed concern for pedestrians, and Board Member Mauss also expressed concern about the sidewalk. Board Member Mauss asked if the church was willing to lose one parking spot to move the sign out of the visibility triangle. Ms. Deane expressed that the sign would be

more difficult to see then, and she pointed to the church where a similar sign was installed without issue. The Board looked at Street View imagery of the location to try to picture how the sign might affect visibility. Ms. Deane said they tested it and did not find a visibility impediment. Staff Member Moon suggested the Board may wish to request diagrams or additional visual information so as to better understand the potential impacts of the sign within the visibility triangle along the driveway. Chairperson McCoy asked if that was something the sign contractor could provide, and Mike Lange replied yes. Chairperson McCoy questioned whether the applicant would wish to table the request so that additional information could be provided. Ms. Deane confirmed that they would like to table the request.

Motion by McCoy, seconded by Kosel, to table the request. Motion carried by the following vote: Aye – Ahlvin, Kosel, Mauss, and McCoy; Nay – None.

DOCKET – 41-24: Application of Jill Barden, 2600 Dodge Street, to allow a sign to extend above the parapet wall where such placement is not permitted in a PC Planned Commercial zoning district.

Mike Barden, 1540 Douglas Street, spoke in favor of the request. He explained that they are seeking to extend the sign one foot above the parapet, noting that it is difficult to see from nearby. He noted that one other business received this type of variance.

There was no public input.

Staff Member Duba detailed the staff report stating the sign has already been installed without a permit. He noted the characteristics of the property and the surrounding area. He noted other signs in the shopping center that extend above the parapet. He explained that under canopy signs are also available to the applicant. He stated that the president of Plaza 20 wrote a letter of support.

The Board had no questions or concerns.

Motion by McCoy, seconded by Mauss, to approve the request as submitted. Motion carried by the following vote: Aye – Ahlvin, Kosel, Mauss, and McCoy; Nay – None.

ITEMS FROM PUBLIC: None.

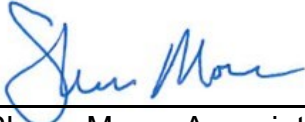
ITEMS FROM BOARD: None.

ITEMS FROM STAFF: Planning Services Director Wernimont discussed the UDC update and outreach to the Zoning Board of Adjustment. Board Member Ahlvin and Chairperson McCoy expressed interest in meeting individually with the consultant working on the update. Chairperson McCoy expressed an interest in clarifying the relationship between historic guidelines and UDC codes. Mr. Wernimont explained that the consultant, Camiros, will be reaching out via email in order to get feedback and input from the Board as well as other stakeholders.

ADJOURNMENT: Motion by McCoy, seconded by Ahlvin, to adjourn the November 21, 2024 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Kosel, Mauss, and McCoy; Nay – None

The meeting adjourned at 6:55 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

December 19, 2024

Adopted

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

I, Kathy Goetzinger, a Billing Clerk for Woodward Communications, Inc., an Iowa corporation, publisher of the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, County of Dubuque and State of Iowa; hereby certify that the attached notice was published in said newspaper on the following dates:

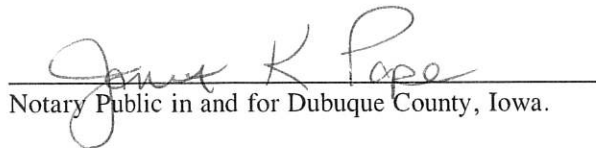
11/27/2024

and for which the charge is 455.43



Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 27th day of November, 2024


Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:15 p.m. on November 18, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Office of Community Impact and the Equitable Fine and Fee Service Program.

WORK SESSION

Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program

Community Impact Director Antonio Mouzon; AmeriCorps Program Director Sarah Berna; Multicultural Family Center Director LaMetra Murdock; Community Service and Outreach Coordinator Brittney Hayes; and Community Diversion and Prevention Coordinator Miranda Onofre presented on the newly established Office of Community Impact and provided an update on the equitable fines and fees service program. In response to questions, Mouzon shared that the department will provide the next update on the program's implementation during its fiscal year 2026 budget presentation. He also noted that the department is collaborating with non-profits to offer diverse opportunities for program participants and plans to engage directly with neighborhoods for outreach. City Council Members voiced their support for the program and the targeted outreach to the census tract most affected by fines and fees. Mayor Cavanagh recommended that any remaining questions be emailed to Van Milligen due to time limitations.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:28 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on November 18, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a regular session of the City Council called for the purpose of conducting such business that may properly come before the City Council.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. The 35th Anniversary Of The Dubuque Branch Of The NAACP (2024) was accepted by RRS Stewart On behalf of the Dubuque Branch of the NAACP.

2. Small Business Saturday (November 30, 2024) was accepted by Mayor Cavanagh on behalf of the Small Business Saturday Coalition and the Dubuque Area Chamber of Commerce. Justine

Paradiso, of the Dubuque Area Chamber of Commerce, attended virtually, but was unable to accept due to technical difficulties. Paradiso provided comments in the GoToMeeting chat that were read by Breitfelder.

CONSENT ITEMS

Mayor Cavanagh requested Item No. 11 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for No. 11. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of September 30, October 7, October 21, and November 4, 2024; Equity and Human Rights Commission of October 8, 2024; Proof of Publication for City Council Proceedings of October 21, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Halanier Holmes for vehicle damage; Jamie Joe Doyle for vehicle damage; Keon Killins for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Halanier Holmes for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 363-24 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Audit Services Recommendation: City Manager recommended the selection of Mauldin & Jenkins Certified Public Accountants, to provide the City's auditing services for the next three fiscal years, Fiscal Year 2024 through 2026, and authorize the City Manager to sign the audit service agreement. Upon motion the documents were received, filed, and approved.

6. Fiscal Year 2024 State Urban Renewal Report: Upon motion the documents were received and filed, and Resolution No. 364-24 Approving The Fiscal Year 2024 Urban Renewal Report For The City Of Dubuque was adopted.

7. Fiscal Year 2024 State of Iowa Annual Financial Report: Upon motion the documents were received, filed, and approved.

8. Fiscal Year 2026 Annual Tax Increment Financing Report: Upon motion the documents were received and filed.

9. Kohl's Department Store, Inc. 2023 & 2024 Property Tax Appeal Stipulation of Settlement Notice: Senior Counsel transmitted notice of a Stipulation of Settlement for a 2023 and 2024 property tax appeal filed by Kohl's Department Store, Inc. for their property located at 2595 NW Arterial. Upon motion the documents were received and filed.

10. Sublease by Dubuque Racing Association (DRA): Upon motion the documents were received and filed, and Resolution No. 365-24 Consenting To The Sublease Between The Dubuque Racing Association Ltd. And Pinseekers Dubuque Re, LLC, And Pinseekers Dubuque Operations, LLC was adopted.

11. Contracted Services Agreement - Crescent Community Health Center: Motion by Jones to receive and file the documents and approve the agreement. Seconded by Wethal. Mayor Cavanagh announced his abstention from the vote due to his wife's employment at the center. Mayor Pro Tem Farber called the vote. Motion carried 6-0 with abstention from Cavanagh.

12. Intent to Apply for National Environmental Health Administration Food and Drug Administration 2025 Track 3 Maintenance and Advancement Base Grant: Upon motion the documents were received, filed, and approved.

13. Proposed Conduit Licensing Authority for Iowa Power & Light/Alliant Energy: City Manager recommended approval to amend the existing Master Co-Location and Shared Services Agreement between the City of Dubuque and Interstate Power and Light (IPL) to provide IPL with authority to license excess conduit in addition to dark fiber presently in their Dubuque conduit system. Upon motion the documents were received, filed, and approved.

14. Acceptance 2024 ADA Sidewalk Curb Ramp Project One: Upon motion the documents were received and filed, and Resolution No. 366-24 Accepting The 2024 ADA Sidewalk Curb Ramp Project One And Authorizing Final Payment To The Contractor was adopted.

15. Acceptance 2024 ADA Sidewalk Curb Ramp Project Two - PROJECT 5421000002: Upon motion the documents were received and filed, and Resolution No. 367-24 Accepting The 2024 ADA Sidewalk Curb Ramp Project Two And Authorizing Final Payment To The Contractor was adopted.

16. Acceptance 2024 ADA Sidewalk Curb Ramp Project Three: Upon motion the documents were received and filed, and Resolution No. 368-24 Accepting The 2024 Ada Sidewalk Curb Ramp Project No. 3 And Authorizing Final Payment To The Contractor was adopted.

17. Acceptance 2024 ADA Sidewalk Curb Ramp Project Four: Upon motion the documents were received and filed, and Resolution No. 369-24 Accepting The 2024 ADA Sidewalk Curb Ramp Project No. 4 And Authorizing Final Payment To The Contractor was adopted.

18. Acceptance 2024 Airport ADA Ramp Replacement Project: Upon motion the documents were received and filed, and Resolution No. 370-24 Accepting The 2024 Airport ADA Ramp Replacement Project And Authorizing Final Payment To The Contractor was adopted.

19. Acceptance Bunker Hill Golf Course Sinkhole Remediation Project: Upon motion the documents were received and filed, and Resolution No. 371-24 Accepting The Bunker Hill Golf Course Sinkhole Remediation Project And Authorizing Final Payment To The Contractor was adopted.

20. Maturity Extensions of Water Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans: Upon motion the documents were received and filed, and Resolution No. 372-24 Extending the maturity date of the City's Water Revenue Capital Loan Note Anticipation Project Note R-1, Series 2022 was adopted.

21. Progress Update: 3000 Jackson Street, Dubuque Brewing and Malting Building: Upon motion the documents were received and filed.

22. Adoption of Supplement Numbers 2024 S-13 and S-14: Upon motion the documents were received and filed, and Resolution No. 373-24 Adopting Supplement Nos. 2024 S-13 And S-14 To The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

23. Signed Contract(s): Origin Design Co. for the Dubuque Well Fields Fiber 408 Permitting. Upon motion the documents were received and filed.

24. Tobacco Permit Refund Request - United Cigar and Tobacco: Upon motion the documents were received, filed, and

approved.

25. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 374-24 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Resolution Setting Public Hearing on a Proposed Development Agreement with Miller Companies, LLC: Upon motion the documents were received and filed and Resolution No. 375-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Miller Companies, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

2. Resolution Setting Public Hearing on a Proposed Development Agreement with Limestone Legacy, LLC: Upon motion the documents were received and filed and Resolution No. 376-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Limestone Legacy, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

3. Resolution Setting Public Hearing on a Proposed Development Agreement with 1400 Central, LLC: Upon motion the documents were received and filed and Resolution No. 377-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And 1400 Central, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

4. Resolution Setting Public Hearing on a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC: Upon motion the documents were received and filed and Resolution No. 378-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Nia Neighborhoods Opportunity Zone Fund, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

5. Resolution Setting a Public Hearing on a Proposed

Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.: Upon motion the documents were received and filed and Resolution No. 379-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Among The City Of Dubuque, Iowa, SJR Properties, L.L.C., And Universal Tank & Fabrication, Inc., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations To SJR Properties, L.L.C., And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

6. Setting a Public Hearing on Proposed Second Amendment to Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society: Upon motion the documents were received and filed and Resolution No. 380-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Second Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 2, 2024 in the Historic Federal Building.

7. Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.3: Upon motion the documents were received and filed and Resolution No. 381-24 Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan, Version 2024.3, For The Greater Downtown Urban Renewal Area And Setting The Date For A Public Hearing And Consultation On The Proposed Amended And Restated Urban Renewal Plan, Version 2024.3, For Said Area was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 16, 2024 in the Historic Federal Building.

BOARDS/COMMISSIONS

Applications were reviewed for the following Boards and Commissions. Applicants were invited to address the City Council regarding their desire to serve on the following Boards/Commissions.

1. Housing Appeals and Mediation Board: One, 3-Year term through January 1, 2027 (Vacant term of Spence). Applicant: Cole Hansen, 408 Burch St. Breitfelder stated that Hansen submitted written input in support of their application.

2. Housing Commission: One, 3-Year term through August 17, 2027 (Vacant term of White). Applicant: Davis Wall, 1710 ? White St.

3. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2026 (Vacant At Large term of Chamberland). Applicant: David McDermott, 919 Kirkwood St. Breitfelder stated that McDermott submitted written input in support of their application.

PUBLIC HEARINGS

1. Approving a Development Agreement with Dubuque Racing Association, Ltd.: Motion by Jones to receive and file the documents and adopt Resolution No. 382-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Dubuque Racing Association, LTD., Including The Issuance Of Urban Tax Increment Revenue Obligations. Seconded by Sprank. Alex Dixon, 251 Hidden Oaks Ct., President and CEO of Q Casino; and Ryan Ranguette, 1105 Park View Cir.,

Waunakee, Wi., made a presentation on the proposed PinSeekers facility. City Council Members expressed support for the facility and encouraged more community input on the redevelopment of Schmitt Island. Motion carried 7-0.

2. Iowa Amphitheater on Schmitt Island - Bid Package 2 (Utilities, Paving & Amphitheater Stage): Motion by Sprank to receive and file the documents and adopt Resolution No. 383-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Iowa Amphitheater On Schmitt Island Project Bid Package No. 2 (Utilities, Paving & Amphitheater Stage). Seconded by Wethal. Responding to a question about desired add-on amenities not included in the base bid estimate, Van Milligen explained that many of these features can be added over time. He noted the project is funded by a Destination Iowa Outdoor Recreation Fund grant, though the full grant amount was not awarded. Additional grants will be pursued to help fund the add-on amenities. Alex Dixon, 251 Hidden Oaks Ct., President and CEO of Q Casino stated that he has advocated to the state for additional funding and prioritized the amenities if additional funding is awarded. He also noted that the project received seven bids and is expected to be cost-effective. City Council Members praised the project and highlighted the importance of certain add-on amenities. Motion carried 7-0.

3. Bunker Hill Irrigation Replacement Project Phase 3 Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 384-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Bunker Hill Irrigation Replacement Project Phase 3. Seconded by Wethal. City Council Members highlighted Bunker Hill as a great amenity that generates revenue. Motion carried 7-0.

PUBLIC INPUT

Felicia Carner, 1591 White St., spoke regarding Action Item No. 1, supporting the preferred alternative and emphasizing the need for equitable amenities.

ACTION ITEMS

1. Central Avenue and White Street Corridor Traffic Study Preferred Alternative Engagement Results: Motion by Sprank to receive and file the documents and approve the preferred alternative for the Central Avenue and White Street Corridor Traffic Study as developed by Bolton & Menk. Seconded by Wethal. Bolton & Menk Senior Traffic Engineer Jennifer McCoy made a presentation. City Council Members emphasized that the vote pertained solely to the traffic alternative. Van Milligen explained that once an alternative is confirmed, staff will develop implementation proposals through the budget process. In response to City Council questions, McCoy clarified that the proposed bike lane on White St. would be fully protected from traffic, whereas relocating it to Jackson St. would result in an unprotected lane due to lower traffic volumes. She also noted that trucking businesses had concerns about two-way traffic and lane width and were open to further discussions on establishing a truck route. Addressing questions about the bike lane, Traffic Engineer Justine Hull highlighted the need for additional analysis and community engagement to evaluate the feasibility of placing the bike lane on Jackson St. City Council members expressed support for the chosen alternative and the broader revitalization of the corridor, including features like a bike lane and green spaces. They also emphasized the importance of timely

implementation of the updates. Motion carried 7-0.

2. Submission of EPA Grant Application for the Dubuque Community Resilience Hub Project: Motion by Sprank to receive and file the documents and approve a grant application to the U.S. Environmental Protection Agency (EPA)s Community Change grant program. Seconded by Wethal. Van Milligen confirmed that no match is required for the grant. Director of Strategic Partnerships Teri Goodmann stated that the site would be owned by the Dubuque Dream Center, with Dubuque County and city staff leading site operations during disasters. The Housing and Community Development Department would co-manage the job training program alongside the Dubuque Dream Center. Goodmann noted that the program is currently in the conceptual stage and would be further developed if the grant is awarded. City Council members expressed support for the program and highlighted the value of collaborative partnerships. Motion carried 7-0.

3. GFOA Distinguished Budget Presentation Award: Motion by Roussell to receive and file the notification of the City of Dubuque receiving the Government Finance Officers Association Distinguished Budget Presentation Award for the 19th consecutive year. Seconded by Wethal. City Council Members congratulated city staff and highlighted the transparency demonstrated through the budget process. Motion carried 7-0.

4. 2025 State Legislative Priorities: Motion by Roussell to receive and file the documents and approve the 2025 State Legislative Priorities. Seconded by Sprank. City Council members highlighted the upcoming legislative dinner and emphasized that these priorities reflect the city's key areas for partnership with the state. Motion carried 7-0.

5. Updated Equity and Human Rights Commission Ordinance: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Resnick. Brumwell and Chief of Equity and Human Rights Gisella Aitken-Shadle noted that the commission aimed to update the city code to more accurately represent their activities and guide their priorities effectively. City Council Members voiced their support for the commissioners' efforts and expressed hope that the amendment would provide greater clarity regarding their responsibilities. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 61-24 Amending City Of Dubuque Code Of Ordinances Title 8 Equity And Human Rights, Chapter 2 Equity And Human Rights Commission. Seconded by Resnick. Motion carried 7-0.

6. Award 2024 SRF Green Alley Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 385-24 Awarding Public Improvement Construction Contract For The 2024 SRF Green Alley Project. Seconded by Sprank. City Council Members emphasized the importance of improving the alleys near Central Avenue as part of the broader effort to revitalize the area. Motion carried 7-0.

7. Award Broadway Sanitary Sewer Improvement Project: Motion by Jones to receive and file the documents and adopt Resolution No. 386-24 Awarding Public Improvement Construction Contract For The Broadway Street Sanitary Sewer Improvement Project. Seconded by Farber. City Engineer Gus Psihoyos stated that the awarded bid amount is 16.33% lower than the estimated

cost and noted that receiving seven bids made the process highly competitive. Motion carried 7-0.

8. Eagle Point Water Plant Supervisory Control and Data Acquisition (SCADA) Upgrade Award Construction Contract: Motion by Sprank to receive and file the documents and adopt Resolution No. 387-24 Awarding Public Improvement Construction Contract For The Eagle Point Water Plant Supervisory Control And Data Acquisition (SCADA) Upgrade Project. Seconded by Wethal. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Farber reported on attending the National League of Cities (NLC) annual conference and the recent publication of NLCs AI Advisory Committees AI Report and Toolkit.

Council Member Jones reported on attending Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Board meetings and the upcoming public hearing regarding their Customer Convenience Center.

Council Member Roussell reported on touring the Sisters of the Presentation of the Blessed Virgin Marys campus in honor of their 150th anniversary.

Mayor Cavanagh also reported on NLCs conference and shared that NLC is celebrating its 100th anniversary. Cavanagh also emphasized the importance of local government services and their continued availability, regardless of the changes brought about by federal and state elections.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:39 p.m. to discuss Purchase or Sale of Real Estate Chapter 21.5(1)(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:57 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:57 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 11/27

STATE OF IOWA
DUBUQUE COUNTY

SS:

CERTIFICATE OF PUBLICATION

I, Kathy Goetzinger, a Billing Clerk for Woodward Communications, Inc., an Iowa corporation, publisher of the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, County of Dubuque and State of Iowa; hereby certify that the attached notice was published in said newspaper on the following dates:

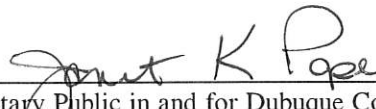
12/12/2024

and for which the charge is 264.48

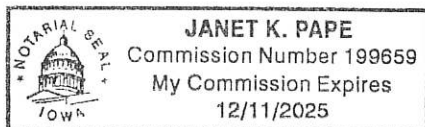


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 12th day of December, 2024



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on December 2, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a regular session of the City Council called for the purpose of conducting such business that may properly come before the City Council.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Eradication of Generational Poverty Day (December 7, 2024) was accepted by Samantha Hastings on behalf of the Fountain of Youth Program.

CONSENT ITEMS

Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: Cable TV Commission of October 23, 2024; City Council Proceedings of November 18, 2024; Community Development Advisory Commission of October 16, 2024; Equity and Human Rights Commission of October 8, 2024; Five Flags Civic Center Advisory Commission of September 9, 2024; Historic Preservation Commission of October 17, 2024; Library Board of Trustees Update of October 24, 2024; Park and Recreation Commission of October 15, 2024; Zoning Advisory Commission of October 2, 2024; Zoning Board of Adjustment of October 24, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Denise Ellison for personal injury; Bryn Kittle for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Jamie Doyle for personal injury and vehicle damage; Denise Ellison for personal injury. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 388-24 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Investment and Debt Management Software Recommendation: City Manager recommended City Council approval of SymPro Treasury Management Solutions for the City's investment and debt management software. Upon motion the documents were received, filed, and approved.

6. Fiscal Year 2024 City Street Financing Report: Upon motion the documents were received and filed.

7. Application for EPA Brownfields Assessment Grant: City Manager recommended City Council approval to apply for a 2025 round of EPA Brownfields Assessment Grant in an amount of

\$500,000. Upon motion the documents were received, filed, and approved.

8. Updated Boards and Commissions Application and Demographic Information: Upon motion the documents were received and filed.

9. 2024 Maintenance Dredging Project No. 1 - Acceptance of Public Improvement Construction Contract - Project Number: 5546000001-304-67990 Harbor Area Dredging: Upon motion the documents were received and filed, and Resolution No. 389-24 Accepting The 2024 Maintenance Dredging Project No. 1 And Authorizing Final Payment To The Contractor was adopted.

10. Seippel Road Water Main Lowering Project - Acceptance of Public Improvement Construction Contract - Project Code: 4281000059: Upon motion the documents were received and filed, and Resolution No. 390-24 Accepting The Seippel Road Water Main Lowering Project And Authorizing Final Payment To The Contractor was adopted.

11. Travel Dubuque Request for Funding for Field of Dreams Project: City Manager recommended City Council approval of the Memorandum Agreement with Travel Dubuque regarding funding for the Field of Dreams Project. Upon motion the documents were received, filed, and approved.

12. Signed Contract(s): Strand Associates, Inc. for Amendment No. 2 to Task Order No. 22-03 for the Water Treatment Plant and Water Distribution System Supervisory Control and Data Acquisition System Upgrade. Upon motion the documents were received and filed.

BOARDS/COMMISSIONS

Applications were reviewed for the following Boards and Commissions. Applicants were invited to address the City Council regarding their desire to serve on the following Boards/Commissions.

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year term through June 30, 2025 (Vacant Business Professional, lives or works inside cultural district term of Robins); One, 3-Year term through June 30, 2026 (Vacant Public Member 3 term of Riedel); One, 3-Year term through June 30, 2027 (Vacant Business Professional Term of Neuhous).

Applicants: David Barba, 2400 Central Ave. (qualifies for Public Member 3 and Business Professional terms); Gail Chavenelle, 1155 Kelly Ln. (qualifies for Public Member 3 and Business Professional terms); Aaron Hefel, 515 1/2 W. 8th St. (qualifies for Business Professional, lives or works inside cultural district; Public Member 3 and Business Professional terms); Bree Hernandez, 1298 Locust St. (qualifies for Business Professional, lives or works inside cultural district; Public Member 3 and Business Professional terms); and Jessica Ochoa, 1970 Hale St. (qualifies for Public Member 3 and Business Professional terms). Briana Thompson, 1268 Locust St., spoke in support of applicants Barba and Hernandez. Hefel spoke in support of his application.

2. Equity and Human Rights Commission: One, 3-Year term through January 1, 2027 (Vacant term of Sampson-Brown). Applicants: DeLano Cain-Watson, 994 Patricia Ann Dr.; Traci Phillipson, 2120 Rhomberg Ave. Cain-Watson spoke in support of his application.

Appointments were made to the following boards/commissions.

1. Housing Appeals and Mediation Board: One, 3-Year term through January 1, 2027 (Vacant term of Spence). Applicant: Cole Hansen, 408 Burch St. Motion by Roussell to appoint

Hansen to the term. Seconded by Sprank. Motion carried 7-0.

2. Housing Commission: Two, 3-Year terms through August 17, 2027 (Vacant terms of White and Wooden). Applicants: Matt Henick, 2115 Golden Eagle Dr. (Additional Applicant); David Wall, 1710 ? White St. Motion by Jones to appoint Henick and Wall to the terms. Seconded by Roussell. Motion carried 7-0.

3. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2026 (Vacant term of Chamberland). Applicant: David McDermott, 919 Kirkwood St. Motion by Jones to appoint McDermott to the term. Seconded by Farber. Motion carried 7-0.

PUBLIC HEARINGS

1. Resolution Approving a Proposed Development Agreement with Miller Companies, LLC: Motion by Resnick to receive and file the documents and adopt Resolution No. 391-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Miller Companies, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Jones. City Council Members expressed excitement about the number of Development Agreements up for consideration at tonights meeting and the positive impact they are expected to have. Motion carried 7-0.

2. Resolution Approving a Proposed Development Agreement with Limestone Legacy, LLC: Motion by Sprank to receive and file the documents and adopt Resolution No. 392-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Limestone Legacy, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. In response to a question about the Downtown Rehabilitation Grant and competition for funding, Van Milligen and Economic Development Director Jill Connors noted the grant's \$200,000 annual budget. While the fa?ade grant is fully allocated, staff have identified additional funds for any projects that may apply for the grant before the fiscal year ends. City Council Members highlighted the grant's positive community impact and expressed concern that future state funding restrictions could limit program support. Motion carried 7-0.

3. Resolution Approving a Proposed Development Agreement with 1400 Central, LLC: Motion by Jones to receive and file the documents and adopt Resolution No. 393-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And 1400 Central, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. Leisha Schumacher, co-owner of 1400 Central LLC, 315 E 5th St., Suite 200, Waterloo, provided an overview of the buildings history and planned updates. Van Milligen confirmed, in response to a question, that the fa?ade grant applies to this project and that developers proposed grant modifications to city staff which were incorporated into recent updates. City Council Members thanked the developers for their input and city staff for acting on the recommendations. Motion carried 7-0.

4. Resolution Approving a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC: Motion by Roussell to receive and file the documents and adopt Resolution No. 394-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Nia Neighborhoods Opportunity Zone Fund, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by

Sprank. Developer Yindra Dixon, 251 Hidden Oaks Ct., provided an overview of the building and commended the updates to the facade grant program. City Council Members noted improvements in the development process and city staff's efforts to address concerns. Motion carried 7-0.

5. Approving a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.: Motion by Farber to receive and file the documents and adopt Resolution No. 395-24 Approving A Development Agreement By And Among The City Of Dubuque, Iowa, SJR Properties, L.L.C., And Universal Tank & Fabrication, Inc., Including The Issuance Of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Jason White, Vice President of Business Services at Greater Dubuque Development Corporation (GDDC), 224 4th Ave. SE, Dyersville, spoke about GDDCs involvement with Universal Tank & Fabrication, Inc. He relayed thanks from Dan Davis, Principal of Universal Tank & Fabrication, Inc., who was unable to attend, for the city's support. In response to a question about the job commitment terms in the Development Agreement, Van Milligen explained that such language is standard. If the company falls below 50 full-time equivalent positions at any point during the 10-year agreement, the rebate is reduced proportionally. Employers must provide annual certification of their employee numbers. Motion carried 7-0.

6. Public Hearing and Approval of Second Amendment to the Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society: Motion by Sprank to receive and file the documents and adopt Resolution No. 396-24 Approving A Second Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society. Seconded by Wethal. Motion carried 7-0.

ACTION ITEMS

1. Kerper Boulevard Lift Station Project - Award Public Improvement Contract - Project No. 5581500047: Motion by Sprank to receive and file the documents and adopt Resolution No. 397-24 Awarding Public Improvement Construction Contract For The Kerper Boulevard Lift Station Project. Seconded by Wethal. In response to questions about the estimated cost, Van Milligen and City Engineer Gus Psihoyos clarified that the estimate represents the maximum amount, excluding change orders. Psihoyos noted that while staff review all potential scenarios when developing project plans and specifications, unforeseen work may still arise for any project. Motion carried 7-0.

2. Council Member Susan Farber Appointment to National League of Cities (NLC) Information Technology and Communications Committee: Motion by Roussell to receive and file the documents and congratulate Farber on her appointment as vice chair of NLC 2025 Information Technology and Communications Federal Advocacy Committee. Seconded by Resnick. City Council Members commended Farber for her service. Farber expressed that it is an honor to represent the City and showcase our use cases. Motion carried 7-0.

3. Work Session Request: Sustainable Dubuque: Motion by Resnick to receive and file the documents and schedule the work session for February 17, 2025, at 5:30 p.m. Seconded by Roussell. Motion carried 7-0.

4. Work Session Request: Iowa Jobs for Americas Graduates (iJAG) City Life Student Presentation to City Council: Motion

by Resnick to receive and file the documents and schedule the work session for May 5, 2025 at 5:30 p.m. Seconded by Jones. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Jones reported on the recent Dubuque Racing Association (DRA) board meeting and the recent opening of Island Social at Q Casino.

Council Member Resnick reported that Cathy Goodman has been performing the annual SnowBiz holiday show for 15 years, and that this years performance will be her last one.

Council Member Wethal reported on Santas recent visit to Bluff St. and encouraged residents to shop local. Mayor Cavanagh commended Dubuque Main Streets efforts to support local businesses on Small Business Saturday.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:30 p.m. to discuss Confidential Records, Pending Litigation, and Purchase or Sale of Real Estate Chapter 21.5(1)(a),(c),(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:19 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:19 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 12/12

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Elijah Callahan for vehicle damage; Daniel Dunne for vehicle damage; Elizabeth Gonner for vehicle damage; Amy Smith for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Elijah Callahan
2. Claim by Daniel Dunne
3. Claim by Elizabeth Gonner
4. Claim by Amy Smith

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

This written report constitutes your claim against the City of Dubuque, Iowa. You should complete this form in full and attach any additional information that supports your claim.

The Claim must be filed with the City Clerk at City Hall, 50 W. 13th St., Dubuque, IA 52001. It will then be referred by the City Council to the appropriate department for investigation. Once that investigation is completed, a report and recommendation will be submitted to the City Council. You will be provided with a copy of that report and recommendation.

THE FINAL DECISION ON ALL CLAIMS IS MADE BY THE CITY COUNCIL. NO EMPLOYEE OF THE CITY OF DUBUQUE HAS THE AUTHORITY TO MAKE ANY REPRESENTATION TO YOU AS TO WHETHER YOUR CLAIM WILL OR WILL NOT BE PAID.

1. Name of Claimant: Elijah Callahan
2. Address: 3339 Arrowwood LN
City: Dubuque State: IA Zip: 52001
3. Telephone Number: (563) 258-1574 or (563) 663-4341 (Tom-Aud)
4. Date of Incident: December 20th, 2024
5. Time of Incident: 0730
6. Location of Incident (Be specific): North Grandview Ave just off
of 32nd Street
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
Vehicle wheel struck a large chunk of pavement that
had been pulled up out of the street by a city plow -
this destroyed the wheel + subsequently the brake.
8. What were weather conditions like? ↓ snow
9. Give name and address of any witnesses: Thomas Callahan - 12831 Noble Ridge
(563) 451-9172
10. Did police investigate? (If so, give names of officers.)
No
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
No

12. Was any damage done to property? (If so, describe property and the extent of damages. Attach estimates of damages or describe basis for ascertaining extent of damage.)

Please see attachment

13. What other damages do you claim, if any? None

14. Have you been compensated for any part or all of your claim by any insurance company? (If so, give name and address of insurance company and amount paid.)

No

15. What amount do you claim from the City of Dubuque?

\$2,231.99

16. Why do you claim the City of Dubuque is responsible?

Dubuque plow was responsible for picking up pavement. The city is responsible for maintaining roads.

17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.)

No

18. If the answer to Question 17 is yes, have you received any payment from that source, and if so, in what amount?

Dated at Dubuque, Iowa this 26 day of December, 2024.

Elijah Callahan

(Signature)

Elijah Callahan

(Print Name)

(Rev. 9/24)

RECEIVED
2024 DEC 27 AM 11:36
City Clerk's Office
Dubuque, IA

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

This written report constitutes your claim against the City of Dubuque, Iowa. You should complete this form in full and attach any additional information that supports your claim.

The Claim must be filed with the City Clerk at City Hall, 50 W. 13th St., Dubuque, IA 52001. It will then be referred by the City Clerk to the appropriate department for investigation. Once that investigation is completed, a report and recommendation will be submitted to the City Council. You will be provided with a copy of that report and recommendation.

1. Name of Claimant: Daniel John Dunne
2. Address: 11899 Rupp Hollow Rd Dubuque, IA 52001
3. Telephone Number: 563-316-9013
4. Date of Incident: 12/14/2024
5. Time of Incident: 12:39 PM
6. Location of Incident (Be specific): 3589 Crescent Ct Dubuque, IA
x-coordinate 00686886 y-coordinate 04706495
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
City snow plow struck my car (2017 Honda CR-V). Due to icy conditions, plow slid downhill into my vehicle, which was parked. Driver Jordan Lamey
8. What were weather conditions like? icy
9. Give name and address of any witnesses: Daphne Dunne + Lauren Foley (minors)
Abby Foley - 3590 Crescent Ct - 563-542-8239
10. Did police investigate? (If so, give names of officers.)
Yes - Harlie Durr
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
No

12. Was any damage done to property? (If so, describe property and the extent of damages. Attach estimates of damages or describe basis for ascertaining extent of damage.)

Yes. Damage to rear fender of 2017 Honda CR-V, passenger side. Officer estimated \$2,000 but may be more. Need to obtain official estimate from body shop.

13. What other damages do you claim, if any? None

14. Have you been compensated for any part or all of your claim by any insurance company? (If so, give name and address of insurance company and amount paid.)

No

15. What amount do you claim from the City of Dubuque? Pending official estimate from body shop

16. Why do you claim the City of Dubuque is responsible? City plow struck our PARKED vehicle

17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.)

No

18. If the answer to Question 17 is yes, have you received any payment from that source, and if so, in what amount?

No

Dated at Dubuque, Iowa this 2 day of January, 2025.

Dan De

(Signature)

Daniel Dunna

(Print Name)

RECEIVED
2025 JAN -2 AM 11:58
City Clerk's Office
Dubuque, IA

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

This written report constitutes your claim against the City of Dubuque, Iowa. You should complete this form in full and attach any additional information that supports your claim.

The Claim must be filed with the City Clerk at City Hall, 50 W. 13th St., Dubuque, IA 52001. It will then be referred by the City Council to the appropriate department for investigation. Once that investigation is completed, a report and recommendation will be submitted to the City Council. You will be provided with a copy of that report and recommendation.

THE FINAL DECISION ON ALL CLAIMS IS MADE BY THE CITY COUNCIL. NO EMPLOYEE OF THE CITY OF DUBUQUE HAS THE AUTHORITY TO MAKE ANY REPRESENTATION TO YOU AS TO WHETHER YOUR CLAIM WILL OR WILL NOT BE PAID.

1. Name of Claimant: Elizabeth Gonner
2. Address: 852 Alpine St.
City: Dubuque State: Iowa Zip: 52001
3. Telephone Number: 563-845-8368
4. Date of Incident: 12/24/24
5. Time of Incident: 11:50 AM (estimated)
6. Location of Incident (Be specific): In front of 852 Alpine St. on the street
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
Car was shot ~~during~~ by police in pursuit of suspect.
8. What were weather conditions like? Clear
9. Give name and address of any witnesses: Unknown.
10. Did police investigate? (If so, give names of officers.)
Yes in relation to shooting. Names unknown.
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
Not in relation to my vehicle.

12. Was any damage done to property? (If so, describe property and the extent of damages. Attach estimates of damages or describe basis for ascertaining extent of damage.)

Yes. Bullet holes to front + back drivers side doors + inside back door panel.

13. What other damages do you claim, if any? None

14. Have you been compensated for any part or all of your claim by any insurance company? (If so, give name and address of insurance company and amount paid.)

No

15. What amount do you claim from the City of Dubuque?

\$1,976.93

16. Why do you claim the City of Dubuque is responsible?

Shots were taken by police officers.

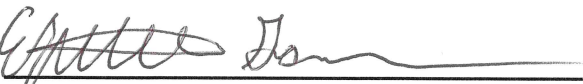
17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.)

No.

18. If the answer to Question 17 is yes, have you received any payment from that source, and if so, in what amount?

NA.

Dated at Dubuque, Iowa this 30th day of December, 2024.

 (Signature)

Elizabeth Gonner (Print Name)

(Rev. 9/24)

RECEIVED
2025 JAN -2 AM 8:29
City Clerk's Office
Dubuque, IA

mvm
Legal
Arielle Swift
Gus Prihoyos

This written report constitutes your claim against the City of Dubuque, Iowa. You should complete this form in full and attach any additional information that supports your claim.

The Claim must be filed with the City Clerk at City Hall, 50 W. 13th St., Dubuque, IA 52001. It will then be referred by the City Council to the appropriate department for investigation. Once that investigation is completed, a report and recommendation will be submitted to the City Council. You will be provided with a copy of that report and recommendation.

THE FINAL DECISION ON ALL CLAIMS IS MADE BY THE CITY COUNCIL. NO EMPLOYEE OF THE CITY OF DUBUQUE HAS THE AUTHORITY TO MAKE ANY REPRESENTATION TO YOU AS TO WHETHER YOUR CLAIM WILL OR WILL NOT BE PAID.

1. Name of Claimant: Amey T. Smith
2. Address: 1740 Mount Vernon Court
City: Dubuque State: Iowa Zip: 52003
3. Telephone Number: 563-599-6682
4. Date of Incident: September 5th or 6th
5. Time of Incident: Morning
6. Location of Incident (Be specific): Tulen Dubuque Drive / Rockvale Road

7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.) I was driving home using the above streets because of the Grandview Ave bridge construction. Later, when I got out of my car, I noticed a white substance splattered on my car. I tried a heavy duty car wash to remove it. The car wash professionals identified it as road paint. I recalled seeing a road paint truck parked on Grandview Ave that day. There were no warning signs of wet paint on the roads I used.

8. What were weather conditions like? Nice day - Sunny

9. Give name and address of any witnesses: X

10. Did police investigate? (If so, give names of officers.)

No

11. Was anyone injured? (If so, give names, addresses, and extent of injuries).

No

12. Was any damage done to property? (If so, describe property and the extent of damages. Attach estimates of damages or describe basis for ascertaining extent of damage.)

My car had wet paint splattered on it - there were No warning signs on the city streets I used. I tried a heavy duty car wash first - but the professionals at Miracle Car Wash identified the problem and further

13. What other damages do you claim, if any?

Worked on removing the "road paint,"

14. Have you been compensated for any part or all of your claim by any insurance company? (If so, give name and address of insurance company and amount paid.)

No

15. What amount do you claim from the City of Dubuque?

\$116.50 + \$33.64 = (\$210.14)

16. Why do you claim the City of Dubuque is responsible?

There were no warning signs of wet paint on the road

17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.)

No

18. If the answer to Question 17 is yes, have you received any payment from that source, and if so, in what amount?

Dated at Dubuque, Iowa this 13 day of December, 2024.

City Clerk's Office
2024 Dec 16 PM 4:38
Received

Amy J Smith

(Signature)

Amy T Smith

(Print Name)

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE:	Disposition of Claims
SUMMARY:	City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Lois Kamp for vehicle damage; Amy Smith for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Concur
ATTACHMENTS:	
	1. ICAP Referral



MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

To: Mayor Brad M. Cavanagh and
Members of the City Council

DATE: 12/18/2024

RE: Claim Against the City of Dubuque by Lois Kamp

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Lois Kamp	12/11/2024	12/5/2024	Vehicle Damage

This is a claim in which Claimant alleges a watermain burst in the street causing water to back up into Claimant's garage and damaging Claimant's vehicle.

This claim has been referred to the Iowa Communities Assurance Pool.

cc: Michael C. Van Milligen, City Manager
Christopher Lester, Water Department Manager
Lois Kamp



MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

To: Mayor Brad M. Cavanagh and
Members of the City Council

DATE: 12/18/2024

RE: Claim Against the City of Dubuque by Amy Smith

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Amy Smith	12/17/2024	12/18/2024	Vehicle Damage

This is a claim in which Claimant alleges that Claimant's vehicle had "a white substance splattered" on it due to wet paint on Grandview, has been referred to the Iowa Communities Assurance Pool.

This claim has been referred to the Iowa Communities Assurance Pool.

cc: Michael C. Van Milligen, City Manager
Gus Psihoyos, City Engineer
Amy Smith]

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE: Approval of City Expenditures

SUMMARY: City Manager recommending City Council approval for payment of City expenditures.
RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Memo Council for 01.06.25
2. Resolution_Approving_Expenditures (40)
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: December 27, 2024

Finance is submitting the following expenses to City Council for approval at the January 6, 2025, meeting. Payments on these expenses will be made January 8, 2025.

In addition, Finance is submitting expenses paid since December 18, 2024 to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

Pursuant to Iowa Code §372.13A *Payments without prior authorization of council*, all expenses are submitted to City Council for approval before payment, except if approved by prior City Council action or are exempt under City Council resolution 142.18.

RESOLUTION NO.

AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-City Treasurer shall keep an accurate account of all disbursements, money, or property, specifying date, to whom, and from what fund paid; and

Whereas, the invoices, presented by those firms and persons providing such goods and services have been pre-audited by Finance Department personnel in accordance with generally accepted internal control procedures and have been determined to have been requisitioned for a lawful municipal purpose; and

Whereas, the Chief Financial Officer-City Treasurer has provided a list of Expenditures attached hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

Whereas, the City Council of the City of Dubuque has heretofore, by Resolution 142-18 adopted May 7, 2018, authorized the Chief Financial Officer-City Treasurer to issue checks in payment of certain expenditures known as Exception Expenditures prior to City Council approval and such list is attached hereto.

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

Section 1. The Chief Financial Officer-City Treasurer is hereby authorized to issue payment for goods and services provided for City purposes in response to the purchase orders and contracts issued in compliance with state and municipal code requirements as requested by designated requisitioning authorities in accordance with approved budget appropriations.

Section 2. In accordance with Iowa Code Section 372.13(6), the City Clerk and Chief Financial Officer are hereby authorized and directed to provide the statement of receipts and disbursements to the City Council, and to publish a summary thereof.

Passed, approved, and adopted this _____ day of _____, 20__.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 01-08-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ACCESS TECHNOLOGIES INC	\$ 8,697.28	FY25 Copy and Print Costs for Malfunctions
ACCESS TECHNOLOGIES INC	8,467.00	FY25 Copy and Print Costs for Malfunctions
ADAMS, DONALD	44.00	Pet license refund for overpayment
AIRGAS USA LLC	7.70	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	20.36	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,437.12	Liquid Oxygen - FY25
AIRGAS USA LLC	3,333.53	Liquid Oxygen - FY25
AIRGAS USA LLC	2,421.94	Liquid Oxygen - FY25
AIRGAS USA LLC	2,993.75	Liquid Oxygen - FY25
AIRGAS USA LLC	72.72	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,147.76	Liquid Oxygen - FY25
AIRGAS USA LLC	3,282.42	Liquid Oxygen - FY25
AIRGAS USA LLC	3,401.20	Liquid Oxygen - FY25
AIRGAS USA LLC	3,180.21	Liquid Oxygen - FY25
AIRGAS USA LLC	2,982.01	Liquid Oxygen - FY25
AIRGAS USA LLC	3,317.64	Liquid Oxygen - FY25
ALLIANT ENERGY	29.30	Energy Costs for Various Locations
ALLIANT ENERGY	223.29	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	1,567.83	Energy Costs for Various Locations
ALLIANT ENERGY	93.71	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	229.91	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	136.70	Dmarc Bld electrical service
ALLIANT ENERGY	170.64	Energy Costs for Various Locations
ALLIANT ENERGY	106.64	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	714.57	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	54.03	Energy Costs for Various Locations
ALLIANT ENERGY	2,057.16	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	105.37	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	2,069.34	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	15,547.22	WRRC Electrical Expense - FY25
ALLIANT ENERGY	17,280.20	WRRC Electrical Expense - FY25
ALLIANT ENERGY	46,432.24	Energy Costs for Various Locations
ALLIANT ENERGY	1,152.74	ELECTRIC BILLS FOR FY25
AT&T Mobility National Accounts, LLC	1,335.51	NOVEMBER 2024 PHONE-IPAD FEES
BLACK HILLS/IOWA GAS UTILITY CO	1,733.22	Utility Expense - Gas
BLACK HILLS/IOWA GAS UTILITY CO	85.92	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	74.63	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	529.68	Utility Expense - Gas
BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	512.02	Utility Expense - Gas
BLACK HILLS/IOWA GAS UTILITY CO	90.51	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	108.46	FY2025 BLANKET PO - GAS COSTS
BLACKSTONE ENVIRONMENTAL INC	1,915.00	NPDES COMPLIANCE PLAN - SALT TERMINAL
Bradley M Cavanagh	252.86	11/13/24 BC NLC City Summit_Tampa FL
Camiros, Ltd	725.00	UDC Professional Services 11-1-24 to 11-30-24
CANTEEN DUBUQUE	300.00	License over payment refund
CHRISTOPHER J LESTER	116.65	DECEMBER 2024 MILEAGE FOR CHRIS LESTER
CINTAS CORP	390.74	Various Maintenance - FY25
CINTAS CORP	193.69	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	395.86	Various Maintenance - FY25
CINTAS CORP	194.11	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	247.98	Various Maintenance - FY25
CINTAS CORP	194.11	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	212.90	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	633.02	Rugs/Towels for the WRRC-FY25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CINTAS CORP	799.07	Various Maintenance - FY25
CINTAS CORP	194.11	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	193.69	FY2025 BLANKET PO - UNIFORMS
COMMUNICATIONS ENGINEERING CO	5,537.56	Schmitt Island Networking
DAN ARENSDORF CONSTRUCTION	1,440.00	Pulverized top soil delivered to MSC 111/04/24
DIETZ ENTERPRISES LLC	454.00	960 Boyer HH Dietz 2
Digitech Computer LLC	9,495.96	Ambulance Billing Cash Receipts
Dinges Partners Group	237.00	Cleaning of One Set of Bunker Gear
Dinges Partners Group	730.50	Tactical gloves, wet shoes & helmets for water res
Dinges Partners Group	85.00	New Lettering on Bunker Gear
DP Associates a division of L3 Technologies, Inc.	19,940.00	Snow Fighter Training 20241030
Drive Line & Company, Inc.	298.70	unit 3246 rubber deflector kit
DUBUQUE HOSE & HYDRAULICS	746.32	unit 2704 power washer parts
DUBUQUE HOSE & HYDRAULICS	35.63	unit 4008 o-ring and hole cutter
DUBUQUE HOSE & HYDRAULICS	220.00	unit 540002 search light/battery
DUBUQUE HOSE & HYDRAULICS	28.50	unit 4008 hose and bushing
DUBUQUE HOSE & HYDRAULICS	23.62	unit 3412 hydraulic leak - fitting
DUBUQUE HOSE & HYDRAULICS	35.00	VACUUM TOOL STORAGE BAGS-PO#CHRISKERF TRANSFER PUM
DUBUQUE HOSE & HYDRAULICS	100.55	Equipment supplies for maintenance
DUBUQUE HUMANE SOCIETY	14,584.00	FY25 Contracted Service Fees
DUBUQUE MAIN STREET LIMITED	24,052.75	FY25 Contracted Svcs-D Main St
EAGLE POINT ENERGY ONE LLC	3,136.60	Solar Production at the MSC - FY25
EAGLE POINT ENERGY ONE LLC	1,881.96	Solar Production at the MSC - FY25
EASTERN IOWA EXCAV & CONCRETE LLC	18,230.91	Key Way Storm Sewer Repair Project
ELLIOTT EQUIPMENT COMPANY	824.76	unit 4002 belts
EverFlow LLC	860.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
FEDEX	23.82	Fed X Shipping Fee-Water Bottle Sample - Lead
FEDEX	25.58	Fed X Shipping Fee-Water Bottle Sample - Lead
FEDEX	9.70	Fed X Shipping Fee-Water Bottle Sample - Lead
FLYNN COMPANY INC	2,804.40	Relocate Taxiway Alpha Construction (Phase 1)
FOUR MOUNDS FOUNDATION	2,050.00	3715 Mt. Alpine OAHMP Four Mounds
GIESE SHEET METAL CO INC	62.50	unit 3246 formed aluminum
GIESE SHEET METAL CO INC	15,360.00	SLUDGE PLANT HOPPER SCHUTE REPLACEMENT
GRAINGER INC	228.26	stock fire hose
GRAINGER INC	198.98	stock fire hose
GRAINGER INC	198.98	stock fire hose
GRAINGER INC	72.80	garage safety glasses
GRAYMONT WESTERN LIME INC	5,200.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,096.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GREATER DUBUQUE DEVELOPMENT CORP	8,135.00	FY25 Contracted Svcs-GDDC/Campaign 2027
GRP & ASSOCIATES INC	83.00	Large Boxes
HDR ENGINEERING INC	2,505.41	FY2025 Annual Services
HENDERSON PRODUCTS INC	87.39	stock magnetic plugs
HENDERSON PRODUCTS INC	339.51	stock latch handle
HENDERSON PRODUCTS INC	615.42	stock mudflap brackets
HODGE COMPANY	192.50	unit 3306 muffler break evaluation
Howmedica Osteonics Corp	805.25	Cardiac Monitors Replacements
Howmedica Osteonics Corp	539.30	Cardiac Monitors Replacements
Howmedica Osteonics Corp	1,328.08	Cardiac Monitors Replacements
I & S Group, Inc.	330.00	Prof Svcs - Pretreatment Program Assistance
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	100.00	Certification Fees
J & R SUPPLY COMPANY	2,835.00	MACRO COUPLING FOR WATER MAIN BREAKS AND REPAIRS
J & R SUPPLY COMPANY	2,750.00	COUPLINGS FOR VALVES OR TEE'S ANCHORING
J & R SUPPLY COMPANY	2,720.00	COUPLINGS FOR WATER MAIN BREAKS AND REPAIRS
J & R SUPPLY COMPANY	360.00	units 420001 & 420002 pipes and caps
J & R SUPPLY COMPANY	1,296.00	Winter Gloves: Sm, Med, Lrg
J & R SUPPLY COMPANY	9,285.00	VALVES FOR REPLACEMENTS, REPAIRS AND TAPS
J & R SUPPLY COMPANY	480.00	24" Manhole Hook
J & R SUPPLY COMPANY	6,740.00	WATER MAIN REPAIR PARTS
J & R SUPPLY COMPANY	5,885.00	HYD. REPAIR KITS, PARTS FOR LG. TAPS - MAINBRK REP

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
J & R SUPPLY COMPANY	1,392.00	PARTS FOR REPAIRS BY CORPS
J & R SUPPLY COMPANY	9,353.93	VALVES & STOP BOXES FOR TAPS AND REPAIRS
Jeffery Alan Burger	450.00	Removal of Skunk, Raccoon, Opossum & Groundhog
KILBURG EQUIPMENT LLC	248.06	unit 3411 switches
Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 12/12/24
LESLEIN TRUCKING	20,336.10	FY2025 BLANKET PO - SLUDGE HAULING SERVICES
Life-Assist, Inc	364.66	Ambulance Supplies
LINK HYDRAULIC & SUPPLY	171.38	unit 3405 cylinder service
MACQUEEN EQUIPMENT GROUP	488.21	3407:: Pin slide PIVOT Freight & Shipping
MACQUEEN EQUIPMENT GROUP	1,814.12	unit 2704 pan, elbow, gasket
MARTIN EQUIPMENT OF IL INC	273.66	unit 3453 pads, breather, pin, retainer, filter ki
MARTIN EQUIPMENT OF IL INC	306.70	unit 3255 kit
MARTIN EQUIPMENT OF IL INC	148.83	unit 3452 pressure s
MARTIN EQUIPMENT OF IL INC	17.64	unit 3476 o-ring and fitting
MARTIN EQUIPMENT OF IL INC	30.51	unit 3452 oil filter
MARTIN EQUIPMENT OF IL INC	43.28	unit 3467 bolts
MCDERMOTT EXCAVATING	6,394.56	VALVE REPLACEMENT-ARBORETUM WATER MAIN AND VALVE
MCGRATH AUTOMOTIVE GROUP INC	138.43	unit 3905 latch
MEDICAL ASSOCIATES	218.48	Employee Physical
MEDLINE INDUSTRIES, LP	530.90	Ambulance Supplies
MID AMERICA METER	413.54	METER TESTING FEE
MIKE FINNIN FORD LLC	75.55	unit 110021 window switch
MORRISON BROTHERS CO	496.77	Landfill 1pc. 7"x4"x3/8" angle 20ft., delivered
MORRISON BROTHERS CO	63.77	New tub stops
MORRISON BROTHERS CO	75.26	new tub safety locks
MSA PROFESSIONAL SERVICES INC	182.50	PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION
MULGREW OIL COMPANY	1,576.31	# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	2,439.09	# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	2,387.75	# 2 PRM DYED WNTR DSL ULS15PPM
NEWT MARINE SERVICE	1,675.80	Close/ Open Flood Gates and Fuel Charges
Nicholas Donald Kunde	428.80	MILEAGE FOR KIRKWOOD COLLEGE TRAINING-CEDAR RAPIDS
ONMEDIA	650.00	Library media campaign
O'REILLY AUTOMOTIVE INC	6.16	unit 2648 radiator cap
O'REILLY AUTOMOTIVE INC	48.99	shop use funnel
O'REILLY AUTOMOTIVE INC	4.99	unit 3252 flush kit
O'REILLY AUTOMOTIVE INC	279.98	unit 110017 semi-met pads and brake rotors
O'REILLY AUTOMOTIVE INC	77.66	unit 4904 coolant hose
O'REILLY AUTOMOTIVE INC	21.98	unit 3223 p/s condition
O'REILLY AUTOMOTIVE INC	16.65	unit 2695 coolant filter
O'TOOLE OFFICE SUPPLY COMPANY	9.00	Name tag for M. FitzPatrick
OVERHEAD DOOR COMPANY	107.00	ST4-Overhead Door Maintenance/HDQ-Transmitter
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
PIGOTT INC.	5,913.59	Furniture for the Fire Marshal's Office
PLUMB SUPPLY COMPANY	68.95	Plumbing supplies for Air Methods Flight Ops Bld
RAM SERVICES LLC	100.00	2900 Brunswick HH RAM pretest
Randett Construction	31.64	Landfill Refund - Per K. Miller
RIVER CITY STONE	567.28	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RIVER CITY STONE	362.37	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
ROWELL CHEMICAL CORP	8,384.11	FY25-26 SODIUM HYPOCHLORITE BLANKET ORDER FOR WATE
SADLER POWER TRAIN INC	274.52	unit 1921 air disc brake chamber
SADLER POWER TRAIN INC	1,433.46	unit 4917 hub and drum kits, brake assemblies
SCHMALZ PRECAST CONCRETE MFG	643.00	3" Manhole Riser
SPAHN & ROSE LUMBER	106.98	Lumber for brining system
STEEL MART	346.72	Metal for airfield brining system tanks
STRAND ASSOCIATES INC	13,500.00	Phase I 2024 MCC & PLC Upgrades-WRRRC
STRAND ASSOCIATES INC	798.72	Masonry Repairs - City Hall, MFC, Old Engine House
STRAND ASSOCIATES INC	904.50	Ruby Sutton Second Floor Structural Engineering
Susan R. Farber	2,286.22	9/24 S Farber FCC & NLC DC
Switch Development, LLC	42,244.47	Reimbursement escrow JFK 32nd
SYDNEY A ALTHOFF	31.56	S Pregler mileage reimbursement
TERRY-DURIN COMPANY	13,020.00	MATERIAL FOR GETTING FIBER TO REMOTE SITES

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THE FISCHER COMPANIES	40.00	December Parking
THE LOCKSMITH EXPRESS	32.70	SPARE KEYS FOR PLANT/PUMP STATIONS
THE LOCKSMITH EXPRESS	125.00	MSC keys and padlock
THE LOCKSMITH EXPRESS	25.50	MSC keys
THOMPSON TIRE & RETREAD	712.00	unit 0909 tires
THOMPSON TIRE & RETREAD	53.00	unit 4001 flat tire repair
THOMPSON TRUCK & TRAILER INC	1,713.50	unit 2682 egr cooler, gasket
THOMPSON TRUCK & TRAILER INC	1,479.31	unit 3408 remanufactured steeri
THOMPSON TRUCK & TRAILER INC	1,012.12	unit 3417 EGR valve
THOMPSON TRUCK & TRAILER INC	(625.00)	201116610 ZRXM100PQM REM Gear Remanufacture
THOMPSON TRUCK & TRAILER INC	(625.00)	Unit 4911- REM Gear, Arm Steering
THREE RIVERS FS INC	936.85	SPECTRA LUBE and GEAR LUBE
THURN SEEDING	3,577.00	Mowing per Acre
TIM WILLIS WINDOW CLEANING LLC	210.00	Monthly MSC Window Cleaning
TOYS DONE RIGHT	2,353.00	unit 1914 right side damage repair
TRICON CONSTRUCTION GROUP	303,944.18	Landfill Scale and Entrance Improvement Project #2
TURPIN DODGE OF DUBUQUE LLC	126.65	unit 1914 sensor
UNIFORM DEN	137.20	Fire Dept. Softshell Jacket-Krapfl
UNIVERSITY OF DUBUQUE	3,843.08	FY2025 Franchise Fees
UNIVERSITY OF DUBUQUE	632.84	FY2025 Franchise Fees
Vaisala Inc	6,500.00	WX Horizon Pro Subscription 2023
Valentine Construction Co LLC	525.00	Pre-Treat/ Snow Removal- Julien DBQ Bridge
VAN METER INDUSTRIAL INC	5,725.93	PARTS TO REPAIR SOFT START FOR PUMP 3
Viterra USA Grain, LLC	6,559.04	FY2025 Unloading Salt Barges
Viterra USA Grain, LLC	6,612.60	FY2025 Unloading Salt Barges
Viterra USA Grain, LLC	860.56	FY2025 Unloading Salt Barges
Viterra USA Grain, LLC	495.04	FY2025 Unloading Salt Barges
Viterra USA Grain, LLC	317.52	FY2025 Unloading Salt Barges
Viterra USA Grain, LLC	2,288.44	FY2025 Unloading Salt Barges
WELU PRINTING COMPANY	46.66	Business cards for Robyn Hosch
WHKS AND COMPANY	4,550.59	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
WHKS AND COMPANY	2,766.30	JEFFERSON PARK RETAINING WALL PROJECT
	<u>\$ 834,039.48</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1012226	1/2/2025	1ST AYD CORP	\$	336.18 Janitorial Supplies - JOTC Garage
516053	1/2/2025	ACCESS TECHNOLOGIES INC	8,379.37	FY25 Copy and Print Costs for Malfunctions
1012186	12/26/2024	ACCURATE ANALYTICAL TESTING	65.00	912 Rhomberg HH Accurate
1012186	12/26/2024	ACCURATE ANALYTICAL TESTING	104.00	550 W 8th LHH21 Dust Wipes 12/13
1012261	1/2/2025	ACCURATE ANALYTICAL TESTING	12.00	815 Harlan HH Accurate Dust Wipes
1012218	1/2/2025	ADDOCO INC	1,280.00	MULCH FOR GREENHOUSE AREAS
1012218	1/2/2025	ADDOCO INC	640.00	MULCH FOR GREENHOUSE AREAS
1012192	12/26/2024	Addy Schober	48.00	FY25 RECREATION CLASS INSTRUCTOR
516038	1/2/2025	ADVANCE DESIGNS	40.00	STAFF UNIFORMS
516038	1/2/2025	ADVANCE DESIGNS	822.36	STAFF UNIFORMS
1012127	12/18/2024	ADVANTAGE SHEET METAL INC	712.50	Iowa St ramp Service Call
1012205	12/26/2024	ADVANTAGE SHEET METAL INC	190.00	No Call from heat from computer
1012205	12/26/2024	ADVANTAGE SHEET METAL INC	187.00	HVAC REPAIRS TO JOTC
1012205	12/26/2024	ADVANTAGE SHEET METAL INC	479.44	HVAC REPAIRS TO JOTC
1012205	12/26/2024	ADVANTAGE SHEET METAL INC	232.50	HVAC REPAIRS TO JOTC
1012205	12/26/2024	ADVANTAGE SHEET METAL INC	58,722.00	HVAC PROJECT 2241 LINCOLN
1012205	12/26/2024	ADVANTAGE SHEET METAL INC	425.00	5th St ramp Service Call
516018	12/26/2024	AJGX3	25.00	Maintenance Uniforms embroidery
516088	1/2/2025	ALEXI WENZEL	551.82	Ambulance Refund
1012128	12/18/2024	A-L-L EQUIPMENT	1,436.00	Air Compressor Maintenance - Bld #20 - 11/14/24
516039	1/2/2025	ALL SEASONS HEATING & COOLING	12,590.00	VFD FOR AIR HANDLER 6
1012174	12/26/2024	ALLENDER BUTZKE ENGINEERS INC	5,950.13	Geotechnical Testing - Borrow Soils Iowa Amphitheater
516002	12/26/2024	ALLIANT ENERGY	326.88	ELECTRIC BILLS FOR FY25
516002	12/26/2024	ALLIANT ENERGY	49.72	431 Rhomberg Electricity - 10-28-24
516002	12/26/2024	ALLIANT ENERGY	43.00	431 Rhomberg Electricity - 11-25-24
516002	12/26/2024	ALLIANT ENERGY	121.54	Energy Costs for Various Locations
516002	12/26/2024	ALLIANT ENERGY	290.45	Energy Costs for Various Locations
516002	12/26/2024	ALLIANT ENERGY	151.55	Energy Costs for Various Locations
516002	12/26/2024	ALLIANT ENERGY	1,273.91	Energy Costs for Various Locations
516002	12/26/2024	ALLIANT ENERGY	160.07	Energy Costs for Various Locations
516002	12/26/2024	ALLIANT ENERGY	3,383.24	Energy Costs for Various Locations
516002	12/26/2024	ALLIANT ENERGY	69,964.55	FY2025 BLANKET PO - ELECTRICITY COSTS
516002	12/26/2024	ALLIANT ENERGY	874.40	ELECTRIC BILLS FOR FY25
516040	1/2/2025	ALLIANT ENERGY	30.31	ELECTRIC BILLS FOR FY25
516040	1/2/2025	ALLIANT ENERGY	2,416.50	ELECTRIC BILLS FOR FY25
516040	1/2/2025	ALLIANT ENERGY	598.36	FBO Jet Center Bld lower level
516040	1/2/2025	ALLIANT ENERGY	48.93	A Lites, T-Hangars 11 - 16 electrical service
516040	1/2/2025	ALLIANT ENERGY	24.78	T-hangar #36 electrical
516040	1/2/2025	ALLIANT ENERGY	272.79	Quonset Hangar Electrical
516040	1/2/2025	ALLIANT ENERGY	102.54	H Lites, T-Hangars 61 - 68 electrical service
516040	1/2/2025	ALLIANT ENERGY	35.97	C Lites, T-Hangars 31 - 38 electrical service
516040	1/2/2025	ALLIANT ENERGY	313.74	Flight Ops Bld electrical service
516040	1/2/2025	ALLIANT ENERGY	204.96	Admin, Jet Center Bld electrical service
516040	1/2/2025	ALLIANT ENERGY	14.57	Self Fueler electrical service
516040	1/2/2025	ALLIANT ENERGY	64.45	Parking Lots 1 & 2 Lites electrical service
516040	1/2/2025	ALLIANT ENERGY	93.21	Parking Lot Lites electrical service
516040	1/2/2025	ALLIANT ENERGY	173.81	SRE Bld electrical service
516040	1/2/2025	ALLIANT ENERGY	41.83	B Lites, T-Hangars 21 - 28 electrical service
516040	1/2/2025	ALLIANT ENERGY	1,524.96	ARFF Bld electrical service
516040	1/2/2025	ALLIANT ENERGY	201.02	Corp Hangar #88 electrical service
516040	1/2/2025	ALLIANT ENERGY	54.47	Old County Garage electrical service
1012168	12/26/2024	ANN C SCHOBBER	192.00	FY25 RECREATION CLASS INSTRUCTOR
516031	12/26/2024	Approved Networks LLC	56.00	Optics for Menards to JFK-NWart link
516027	12/26/2024	AT&T Mobility National Accounts, LLC	1,083.83	AT&T FirstNet - 10/29/24-11/28/24
516082	1/2/2025	AT&T Mobility National Accounts, LLC	2,959.06	Public Works mobile comms services Oct 29/Nov 28
1012147	12/18/2024	A-TEC RECYCLING INC	3,117.81	Recycling of Materials
1012152	12/26/2024	AV FUEL	20,294.43	Aviation fuel for resale
1012220	1/2/2025	AV FUEL	1,515.04	Filters for testing aviation fuel
1012220	1/2/2025	AV FUEL	20,918.30	Aviation fuel for resale
1012220	1/2/2025	AV FUEL	21,292.50	Aviation fuel for resale
1012153	12/26/2024	B & H FOTO & ELECTRONICS CORP	1,669.65	Security cameras and poe switches
1012153	12/26/2024	B & H FOTO & ELECTRONICS CORP	915.36	4 20TB HDDs for local backup array
1012286	1/2/2025	B G BRECKE INC	600.00	Boiler Checks for Central Storage
1012154	12/26/2024	BAKER & TAYLOR CO BOOKS	179.04	Library materials for the adult collection
1012221	1/2/2025	BAKER & TAYLOR CO BOOKS	340.72	Library materials for the adult collection
1012144	12/18/2024	BARD MATERIALS CENTRAL	945.75	Various Concrete Products
1012144	12/18/2024	BARD MATERIALS CENTRAL	2,326.85	Various Concrete Products
1012144	12/18/2024	BARD MATERIALS CENTRAL	957.45	Various Concrete Products
1012144	12/18/2024	BARD MATERIALS CENTRAL	743.60	Various Concrete Products
1012144	12/18/2024	BARD MATERIALS CENTRAL	743.60	Various Concrete Products
1012144	12/18/2024	BARD MATERIALS CENTRAL	260.90	Various Concrete Products
1012144	12/18/2024	BARD MATERIALS CENTRAL	1,126.30	Various Concrete Products
1012144	12/18/2024	BARD MATERIALS CENTRAL	743.60	Various Concrete Products
1012144	12/18/2024	BARD MATERIALS CENTRAL	164.90	Various Concrete Products
1012144	12/18/2024	BARD MATERIALS CENTRAL	164.90	Various Concrete Products
1012144	12/18/2024	BARD MATERIALS CENTRAL	476.50	Various Concrete Products
1012212	12/26/2024	BARD MATERIALS CENTRAL	429.80	CONCRETE PATCH - SHUT OFF CORP TO 2600 BRECHT LANE
1012212	12/26/2024	BARD MATERIALS CENTRAL	1,118.75	1770 Keyway Dr - Storm Repair

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1012269	1/2/2025	Bauer Built Inc	175.00	Bus Tire Repairs/Dismount loose assemblies
1012269	1/2/2025	Bauer Built Inc	174.00	Bus Tire Repairs Gillig #2503
516073	1/2/2025	BERNARD COMMUNICATIONS COMPANY	99.95	Public & Private Wireless Service
1012255	1/2/2025	BERVEN INDUSTRIES LLC	24,625.00	Solid airfield deicing product
516086	1/2/2025	Black Bear Lodge North	774.78	Lodging for Training-Sniper
1012151	12/26/2024	BLACK HILLS/IOWA GAS UTILITY CO	70.59	FY25 Gas Service for 300 Main, Suite 330
1012151	12/26/2024	BLACK HILLS/IOWA GAS UTILITY CO	133.59	514 Angella St - Black Hills Energy (City Owned)
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	698.49	NATURAL GAS FOR FY25
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	184.29	NATURAL GAS FOR FY25
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	165.22	NATURAL GAS FOR FY25
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	35.26	NATURAL GAS FOR FY25
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	363.70	NATURAL GAS FOR FY25
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	208.59	Flight Ops Bld natural gas service
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	711.05	Hangar 105 natural gas service
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	173.01	Corp Hangar #88 natural gas service
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	475.50	SRE Bld natural gas service
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	398.50	ARFF/Maint Bld natural gas service
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	169.55	FBO Office natural gas service
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	429.07	Terminal building natural gas service
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	102.25	Admin, Jet Center Bld natural gas service
1012219	1/2/2025	BLACK HILLS/IOWA GAS UTILITY CO	507.60	FBO Hangar natural gas service
1012155	12/26/2024	BLACKSTONE AUDIO BOOKS	132.09	Adult CD Audio Books 7/1/24 to 6/30/25
250600042	12/12/2024	BLUEFIN PAYMENT SYSTEMS LLC	148.70	Monthly Fees
1012268	1/2/2025	Bolton and Menk Inc.	31,422.56	Central & White - Corridor Traffic Study
1012268	1/2/2025	Bolton and Menk Inc.	27,007.00	Central & White - Corridor Traffic Study
1012196	12/26/2024	Braden Daniels	276.00	12/02 BD GovAI Summit
1012263	1/2/2025	BRENDAN B NUGENT	91.81	Technical Crash Investigation Course II
516003	12/26/2024	BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
516003	12/26/2024	BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
516003	12/26/2024	BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
516015	12/26/2024	CALLAHAN EQUIPMENT SERVICES	631.75	Annual Terminal deice truck, JGL, Genie inspection
516015	12/26/2024	CALLAHAN EQUIPMENT SERVICES	381.75	Annual Terminal deice truck, JGL, Genie inspection
516015	12/26/2024	CALLAHAN EQUIPMENT SERVICES	481.75	Annual Terminal deice truck, JGL, Genie inspection
1012150	12/18/2024	CAPITAL SANITARY	272.01	Janitorial Supplies
1012150	12/18/2024	CAPITAL SANITARY	107.47	Janitorial Supplies - JOTC building
1012216	12/26/2024	CAPITAL SANITARY	35.69	Janitorial Supplies - JOTC building
1012216	12/26/2024	CAPITAL SANITARY	105.86	Janitorial Supplies - JOTC building
1012216	12/26/2024	CAPITAL SANITARY	44.84	Janitorial Supplies - JOTC building
1012216	12/26/2024	CAPITAL SANITARY	100.09	ST6-Janitorial Supplies
1012216	12/26/2024	CAPITAL SANITARY	191.11	HDQ-Janitorial Supplies
1012289	1/2/2025	CAPITAL SANITARY	317.11	Janitorial Supplies
1012289	1/2/2025	CAPITAL SANITARY	636.24	Janitorial Supplies
1012289	1/2/2025	CAPITAL SANITARY	100.09	Janitorial Supplies
1012289	1/2/2025	CAPITAL SANITARY	162.36	ST3-Janitorial Supplies
1012271	1/2/2025	CBRE Inc	3,000.00	Appraisal Agreement for Dubuque Marina and Yacht
1012227	1/2/2025	CENGAGE LEARNING INC	32.79	Adult large print books - materials
1012227	1/2/2025	CENGAGE LEARNING INC	771.74	Adult large print books - materials
1012227	1/2/2025	CENGAGE LEARNING INC	29.59	Adult large print books - materials
1012227	1/2/2025	CENGAGE LEARNING INC	29.59	Adult large print books - materials
1012227	1/2/2025	CENGAGE LEARNING INC	27.99	Adult large print books - materials
516067	1/2/2025	CENTER POINT INC	222.33	large print books for adult collection
250600060	12/30/2024	CENTURY LINK	0.98	FY25 CL PHONE CHARGES
516033	12/26/2024	Chad Sharkey	34.00	REIMBURSEMENT FOR TRIP TO CEDAR RAPIDS
1012180	12/26/2024	CHAMBER DEVELOPMENT LLC	2,223.58	FY25 Rent for 300 Main, Suite 330
1012222	1/2/2025	CINTAS CORP	45.06	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
1012222	1/2/2025	CINTAS CORP	54.48	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
1012156	12/26/2024	CINTAS CORP	35.00	Janitorial Supplies- BHGC
516041	1/2/2025	CINTAS FIRST AID & SAFETY	48.34	FIRST AIDE CABINET RESTOCKED
516075	1/2/2025	CITY OF WATERLOO	80.00	Waterloo Human Rights Conference
1012129	12/18/2024	CLAREY'S SAFETY EQUIPMENT INC	1,139.03	sewers RAE QRAE 3 NON-WIRELESS MONITOR
1012277	1/2/2025	CLAREY'S SAFETY EQUIPMENT INC	10,700.00	Haz Mat Suits
516069	1/2/2025	COBRA PUMA GOLF	485.34	PRO SHOP SPECIALTY ITEMS
1012262	1/2/2025	COHESIVE KNOWLEDGE SOLUTIONS	12,500.00	Microsoft 365 Tech Training for staff
1012149	12/18/2024	COMELEC INTERNET SERVICES	126.45	COMELEC INTERNET SERVICE FY25
1012130	12/18/2024	COMELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units
1012139	12/18/2024	COMMAND SECURITY SOLUTIONS	326.97	Alarm Monitoring - Qtrly Billing (Dec/Jan/ Feb)
1012139	12/18/2024	COMMAND SECURITY SOLUTIONS	78.00	Qtrly Billing- Dec/Jan/ Feb-24/7 Monitoring Packag
1012139	12/18/2024	COMMAND SECURITY SOLUTIONS	135.00	FY25: City Annex - Alarm Monitoring - Quarterly
1012282	1/2/2025	COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY25
1012282	1/2/2025	COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY25
1012282	1/2/2025	COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY25
1012282	1/2/2025	COMMAND SECURITY SOLUTIONS	457.20	ALARM MONITORING FY25
1012157	12/26/2024	COMMUNICATIONS ENGINEERING CO	160.68	Network equipment for English Mill site
1012157	12/26/2024	COMMUNICATIONS ENGINEERING CO	525.00	Schmitt Island Networking
1012223	1/2/2025	COMMUNICATIONS ENGINEERING CO	1,205.00	Network equipment for Airport2 site.
1012223	1/2/2025	COMMUNICATIONS ENGINEERING CO	1,090.00	Network equipment for Airport1 site.
1012223	1/2/2025	COMMUNICATIONS ENGINEERING CO	200.00	Network Equioment for Well Field
1012223	1/2/2025	COMMUNICATIONS ENGINEERING CO	1,811.35	ParkHill Network Equipment
1012157	12/26/2024	COMMUNICATIONS ENGINEERING CO	3,223.50	IT - UPS for Virtualization Central Square
1012223	1/2/2025	COMMUNICATIONS ENGINEERING CO	160.68	Network equipment for Mt. Caramel Site

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1012223	1/2/2025	COMMUNICATIONS ENGINEERING CO	305.00	Soccer WaterTank Network Hub Equipment
1012176	12/26/2024	CONSTELLATION NEW ENERGY GAS DIV	1,051.01	FY2025 BLANKET PO - GAS COSTS
1012276	1/2/2025	Cooper Kay	729.00	Tuition Reimbursement for fall semester
1012163	12/26/2024	CRAIG M SALMONSON	108.20	Per Diem Instructor ILEA Basic Academy
1012179	12/26/2024	CRAWFORD HEATING AND COOLING CO INC	105.00	Dismantled Backflow, Cleaned, Rebuilt, Reassembled
1012131	12/18/2024	CRESCENT ELECTRIC	137.05	FBO Line Shack electrical parts
1012230	1/2/2025	DAVID A NESS	207.00	Travel Reimb - Axis Immerse Workshop - Boston MA
1012170	12/26/2024	DAVIS EQUIPMENT CORP.	1,152.59	Machine Equipment Maintenance
1012234	1/2/2025	DEBRA A SEARLES	35.38	DECEMBER 2024 MILEAGE FOR DEB SEARLES
1012158	12/26/2024	DEMCO INC	1,730.00	Demco Magboxes for library periodicals
1012224	1/2/2025	DEMCO INC	968.44	Processing supplies for library materials
516076	1/2/2025	DIETZ ENTERPRISES LLC	5,072.40	2024 Concrete in the Public ROW - Dietz
516081	1/2/2025	Drive Line & Company, Inc.	4,929.00	Lift Gate for Facility Truck
516042	1/2/2025	DUBUQUE AREA CHAMBER OF COMMERCE	20.00	CHAMBER OF COMMERCE TRI-STATE MAYOR'S BREAKFAST
1012177	12/26/2024	DUBUQUE AREA CONVENTION & VISITORS	1,000,000.00	Field of Dreams Travel Dubuque ARPA Payment
516004	12/26/2024	DUBUQUE COUNTY ABSTRACT & TITLE	145.00	Dubuque County Abstract & Title Company, LLC Blank
516004	12/26/2024	DUBUQUE COUNTY ABSTRACT & TITLE	145.00	Dubuque County Abstract & Title Company, LLC Blank
516065	1/2/2025	DUBUQUE COUNTY E911 BOARD	453.90	FY25: Emergency Radio System Access Fee - 5 Radios
1012225	1/2/2025	DUBUQUE COUNTY HISTORICAL SOCIETY	1,331.89	FY2025 Franchise Fees
1012225	1/2/2025	DUBUQUE COUNTY HISTORICAL SOCIETY	331.13	FY2025 Franchise Fees
516005	12/26/2024	DUBUQUE COUNTY RECORDER	225.00	Preannexation agreements 10270 and 10675 Key West
516043	1/2/2025	DUBUQUE COUNTY RECORDER	99.00	November 2024 Recording Fees
516045	1/2/2025	DUBUQUE COUNTY SHERIFF	20,138.57	Nov 2024 Monthly Expenses
516044	1/2/2025	DUBUQUE COUNTY SHERIFF	5,521.66	Nov 2024 DDTF Shared Expenses
1012206	12/26/2024	DUBUQUE FIRE EQUIPMENT INC	402.50	Annual Fire Equipment Maintenance
1012206	12/26/2024	DUBUQUE FIRE EQUIPMENT INC	294.00	Water Pres Fire Extinguisher
1012278	1/2/2025	DUBUQUE FIRE EQUIPMENT INC	260.00	Hydrotest-PSI Cascade Cylinder
1012159	12/26/2024	DUBUQUE HOSE & HYDRAULICS	229.00	M18 Redlithium High Output Battery
1012159	12/26/2024	DUBUQUE HOSE & HYDRAULICS	46.14	Parts for Truck 8
516020	12/26/2024	DUBUQUE KARATE CLUB INC	75.00	FY25 RECREATION CLASS INSTRUCTION
516046	1/2/2025	DUBUQUE RACING ASSOCIATION LTD	24.75	November 2024 DRA Board Mtg Luncheon
1012247	1/2/2025	DUBUQUE SIGN COMPANY	103.55	Central Ramp Signage Repair
1012145	12/18/2024	DUBUQUELAND DOOR COMPANY	273.53	LF garage door service
1012285	1/2/2025	DUBUQUELAND DOOR COMPANY	221.03	Maintenance Doors Serviced
1012160	12/26/2024	EAST CENTRAL INTERGOVERN ASSOC	1,523.03	Quiet Zone Study DMATS
1012160	12/26/2024	EAST CENTRAL INTERGOVERN ASSOC	1,222.24	Quiet Zone Study DMATS
516070	1/2/2025	EASTERN IOWA ASPHALT MAINTENANCE IN	40,278.10	Asphalt Mastic Pavement Join & Crack Sealing
516070	1/2/2025	EASTERN IOWA ASPHALT MAINTENANCE IN	4,511.00	Lot Crack Filling
516070	1/2/2025	EASTERN IOWA ASPHALT MAINTENANCE IN	8,441.00	Lot Crack Filling
250600055	12/19/2024	ELAVON INC	830.90	BUNKER HILL CC FEES
1012251	1/2/2025	ELECTRONIC PRINT INC	130.00	Trespass Forms
1012256	1/2/2025	ETHAN J LEMBKE	100.00	SFST Instructor Renewal Course
1012188	12/26/2024	EUROFINS ENV TESTING NORTH CENTRAL	912.00	DMASWA Envr. Testing Job J296511-1
1012203	12/26/2024	EverFlow LLC	920.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1012203	12/26/2024	EverFlow LLC	920.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
516047	1/2/2025	FINLEY HOSPITAL	4,496.00	FY2025 Franchise Fees
516047	1/2/2025	FINLEY HOSPITAL	199.80	FY2025 Franchise Fees
250600053	12/16/2024	FIRST DATA CORPORATION	87.90	First Data Mystique Charges
250600054	12/16/2024	FIRST DATA CORPORATION	69.90	First Data Mystique Charges
516063	1/2/2025	FLYNN COMPANY INC	696,287.19	Reconstruct GA Apron Construction (Phase 1)
1012242	1/2/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	26,542.50	Reconstruct GA Apron Const Phase Engineering
1012242	1/2/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	743.27	Relocate Taxiway Alpha Construction Engineering
1012242	1/2/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	6,176.60	Relocate Taxiway A Construction Phase 3
516083	1/2/2025	Full Bohr Concrete	4,665.42	Accessible Ramp-Corner of E. 14th & Washington St
516074	1/2/2025	G & R TREE SERVICE INC	1,800.00	TREE REMOVAL
516074	1/2/2025	G & R TREE SERVICE INC	3,800.00	TREE REMOVAL
516074	1/2/2025	G & R TREE SERVICE INC	3,500.00	TREE REMOVAL
516074	1/2/2025	G & R TREE SERVICE INC	3,000.00	TREE REMOVAL
1012195	12/26/2024	GDB International Inc	6,727.60	POST CONSUMER PAINT RECEIV LBS
516048	1/2/2025	GIESE SHEET METAL CO INC	12,250.00	REPLACEMENT AIR COMPRESSOR
1012193	12/26/2024	Global Flight Solutions, LLC	4,648.60	Air Service Consulting
1012193	12/26/2024	Global Flight Solutions, LLC	4,000.00	Air Service Consulting
1012132	12/18/2024	GOODWIN TUCKER GROUP	710.95	Terminal restaurant kitchen dishwasher repair
1012228	1/2/2025	GOODYEAR TIRE & RUBBER	1,773.26	Goodyear Tires Damaged Tires
1012228	1/2/2025	GOODYEAR TIRE & RUBBER	2,355.70	Goodyear Tires September 24
1012228	1/2/2025	GOODYEAR TIRE & RUBBER	2,391.18	Goodyear Tires November 24
1012228	1/2/2025	GOODYEAR TIRE & RUBBER	3,752.66	Goodyear Damaged Tires 2690 2692
516006	12/26/2024	GRAINGER INC	1,548.85	Backup cameras for fuel trucks
516025	12/26/2024	GRAY MEDIA GROUP, INC	300.00	Denver Air Conn Marketing - New service ORD-DBQ
516025	12/26/2024	GRAY MEDIA GROUP, INC	700.00	Denver Air Conn Marketing - New service ORD-DBQ
516049	1/2/2025	GREATER DUBUQUE DEVELOPMENT CORP	10,500.00	FY25 Contracted Svcs-GDDC/Campaign 2027
1012207	12/26/2024	HEIAR FENCING & SUPPLY INC	670.00	BUNKER HILL TEMP FENCE
1012161	12/26/2024	HILLCREST FAMILY SERVICES INC	277.05	FY2025 Franchise Fees
1012161	12/26/2024	HILLCREST FAMILY SERVICES INC	159.39	FY2025 Franchise Fees
1012240	1/2/2025	HILLS & DALES CHILD DEVELOPMENT	457.60	FY2025 Franchise Fees
1012240	1/2/2025	HILLS & DALES CHILD DEVELOPMENT	87.96	FY2025 Franchise Fees
516050	1/2/2025	HOLY FAMILY CATHOLIC SCHOOLS	340.19	FY2025 Franchise Fees
516050	1/2/2025	HOLY FAMILY CATHOLIC SCHOOLS	1,713.55	FY2025 Franchise Fees
516077	1/2/2025	IMON COMMUNICATIONS LLC	7,420.53	Kerper Blvd at Shiras Ext
1012264	1/2/2025	IMWCA	10,824.16	TPA 411 Payment - November 2024

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1012264	1/2/2025	IMWCA	13,509.23	TPA Payment November 2024
1012178	12/26/2024	INDEPENDENT PUBLIC ADVISORS LLC	4,750.00	Quarterly Retainer Services
1012178	12/26/2024	INDEPENDENT PUBLIC ADVISORS LLC	4,750.00	Quarterly Retainer Services
1012175	12/26/2024	INGRAM LIBRARY SERVICES INC.	1,846.00	Children's books for collection for patrons
1012175	12/26/2024	INGRAM LIBRARY SERVICES INC.	1,970.53	Library books for adult collection for patrons
1012175	12/26/2024	INGRAM LIBRARY SERVICES INC.	144.91	Teen Young Adult Print Materials for collection
1012249	1/2/2025	INGRAM LIBRARY SERVICES INC.	242.49	Children's books for collection for patrons
1012249	1/2/2025	INGRAM LIBRARY SERVICES INC.	1,322.24	Library books for adult collection for patrons
1012249	1/2/2025	INGRAM LIBRARY SERVICES INC.	113.59	Teen Young Adult Print Materials for collection
1012252	1/2/2025	IOWA DEPARTMENT OF HUMAN SERVICES	35,581.85	GEMT Claims for January 2025
516051	1/2/2025	IOWA ONE CALL	608.80	FY25: Iowa One Call - Utility Locates
1012201	12/26/2024	Isabella David	42.00	Parking Spot - Bella David - December 2024
1012202	12/26/2024	ITimothy McFarland	1,100.00	2044 1/2 Clarke Drive - Jennifer Langas- App #5513
516064	1/2/2025	J&R RENTAL LLC	56.87	STIHL CHAINSAW PARTS
516061	1/2/2025	JEFF UPMANN	2,080.00	Library periodicals
1012162	12/26/2024	JEFFREY L BRUCE & CO., LLC	946.00	RE-CERT OF BUNKER IRRIGATION PLANS & PROJECT
1012172	12/26/2024	JOEL C CROSS	60.00	Per Diem NAMI Annual Conference
1012241	1/2/2025	JOHN A LIPHARDT	77.65	Mileage Reimbursement - Oct 17-Nov 26
516026	12/26/2024	JOHNSON PLASTICS PLUS	341.17	Sublimation supplies for patrons and programming
516035	12/26/2024	Joseph Bela	671.84	11/26/24 Offset Double Payment Refund
1012253	1/2/2025	JUSTIN J DURA	140.67	Per Diem SFST Instructor Renewal Course
516078	1/2/2025	Katie Cove Homeowners Association	800.00	2025 Association Dues - Road Fund/"HOA annual fees
1012287	1/2/2025	KIECKS CAREER APPAREL	1,413.79	Uniform for New Officer
516007	12/26/2024	KIM A HERRIG	394.00	FY25 Custodial Services for 300 Main, Suite 330
1012279	1/2/2025	KONE INC	360.00	CoD MSC Maintenance Period 12/01/24-02/28/24
1012133	12/18/2024	KONE INC	2,474.00	FY24 Ramp Elevator Maintenance
1012133	12/18/2024	KONE INC	200.00	Elevator Maintenance - FY25
1012133	12/18/2024	KONE INC	210.00	FY25: 1805 Central Ave - Engine Hse - Elev. Maint
1012208	12/26/2024	KONE INC	2,034.00	FY25: Federal Building - Quarterly Elevator Maint
1012208	12/26/2024	KONE INC	31,686.60	5th St Ramp #2 Elevator Repairs
1012274	1/2/2025	KZIA, Inc.	754.00	Denver Air Conn Marketing - New service ORD-DBQ
1012229	1/2/2025	LANGE SIGN GROUP	9,896.50	Replacement of External Electronic Message Centers
1012229	1/2/2025	LANGE SIGN GROUP	17,241.00	Replacement of External Electronic Message Centers
1012213	12/26/2024	LIBERTY TIRE RECYCLING LLC	4,774.00	Tire Recycling
1012213	12/26/2024	LIBERTY TIRE RECYCLING LLC	3,847.25	Tire Recycling
516071	1/2/2025	LIBRARY IDEAS LLC	43.96	Vox Digital Readers for library collection youth
516008	12/26/2024	LORAS COLLEGE	125.28	FY2025 Franchise Fees
516008	12/26/2024	LORAS COLLEGE	3,666.57	FY2025 Franchise Fees
516084	1/2/2025	Lovewell Fencing Inc	7,900.00	Helen Ridge Guardrail Install
1012183	12/26/2024	LUCAS M GONYIER	2,737.31	Reimbursement for trip to Long Beach CA
1012259	1/2/2025	LUCAS M GONYIER	192.20	REIMBURSEMENT FOR TRIP TO CEDAR RAPIDS
1012182	12/26/2024	MACQUEEN EQUIPMENT GROUP	3,700.03	Parts for Truck 8
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	70.30	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	45.96	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	69.12	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	138.71	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	62.41	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	66.13	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	60.65	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	45.29	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	54.39	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	388.02	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	419.21	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	58.04	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	47.96	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	45.87	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	73.61	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	68.58	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	77.56	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	1,888.95	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	109.27	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	80.00	Energy Costs
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	468.93	FY2025 BLANKET PO - ELECTRICITY COSTS
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	238.95	FY2025 BLANKET PO - ELECTRICITY COSTS
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	434.09	FY2025 BLANKET PO - ELECTRICITY COSTS
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	95.60	Electrical Svc - Airport Lift Station - FY25
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	42.39	Obstruction lite electrical #2
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	42.32	Obstruction lite electrical
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	94.47	Airport Ent Rd & GA Sign electrical
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	627.34	Airfield lighting electrical
1012209	12/26/2024	MAQUOKETA VALLEY ELECTRIC COOP	3,723.33	Terminal Building electrical
1012198	12/26/2024	Marcus Leitzen	167.79	Gas from Academy for new officers
1012272	1/2/2025	Matthew Dressler	8,300.00	2339 Coventry Park HH Dressler
516079	1/2/2025	Maussco, LLC	1,825.00	874 S. Grandview HH Maussco
516080	1/2/2025	Maussco, LLC	1,020.00	874 S. Grandview OAHMP Maussco
1012189	12/26/2024	MAV RESTORATIONS LLC	16,000.00	912 Rhomborg HH MAV
1012189	12/26/2024	MAV RESTORATIONS LLC	12,100.00	3095 Kaufmann HH MAV
1012189	12/26/2024	MAV RESTORATIONS LLC	2,650.00	1467 White LHH21 Change Order
1012266	1/2/2025	MAV RESTORATIONS LLC	13,400.00	912 Rhomborg OAHMP MAV
1012267	1/2/2025	Maxwell Robert Bray O'Brien	333.13	Travel Reimb - IStorm - Ankeny, IA

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516089	1/2/2025	MEDICAL ASSOCIATES	83.51	Ambulance Refund
516009	12/26/2024	MEDICAL ASSOCIATES	505.00	Pre-employ Phy, DS, vaccines, & Resp. exams
516052	1/2/2025	MEDICAL ASSOCIATES	1,752.88	Physicals New Officers
1012275	1/2/2025	Melia Stackis	23.45	Mileage reimb Sept-Oct 2024-Melia Stackis
1012199	12/26/2024	Melia Stackis	42.00	Parking Spot - Melia Stackis - December 2024
516034	12/26/2024	MGI AIR INC	593.59	UB 26088 10920 AIRPORT
1012169	12/26/2024	MICHAEL J MCTAGUE	113.50	Per Diem NAMI Annual Conference
516019	12/26/2024	MICHAEL K SCHMIDT	50,000.00	Yearly Debt Payment for Bowling & Beyond
516022	12/26/2024	MICHAEL W WEIKERT JR	882.00	Collection and proper disposal of appliances
1012173	12/26/2024	MIDWEST TAPE LLC	63.48	DVD, BluRay and CD Audio for adult collection
1012173	12/26/2024	MIDWEST TAPE LLC	733.19	DVD, BluRay and CD Audio for adult collection
1012246	1/2/2025	MIDWEST TAPE LLC	660.18	DVD, BluRay and CD Audio for adult collection
250600041	12/12/2024	MIDWESTONE BANK	670,456.00	December 2024 HAP
250600040	12/12/2024	MIDWESTONE BANK	1,076.35	December 2024 Admin Fee
516023	12/26/2024	MILLWORK HOTEL ASSOCIATES LLC	1,050.21	735 Alpine LHH21 Relocation 2
516030	12/26/2024	Miranda Onofre	42.48	Mileage Reimbursement
516085	1/2/2025	MP Nexlevel LLC	108,562.05	Conduit Install Services - Seippel Rd
1012138	12/18/2024	MR ROOTER PLUMBING	1,211.20	Landfill General Plumbing
1012138	12/18/2024	MR ROOTER PLUMBING	1,141.70	Landfill General Plumbing
1012138	12/18/2024	MR ROOTER PLUMBING	1,820.85	Landfill General Plumbing
1012138	12/18/2024	MR ROOTER PLUMBING	685.20	Landfill General Plumbing
1012210	12/26/2024	MR ROOTER PLUMBING	261.60	Landfill General Plumbing
1012281	1/2/2025	MR ROOTER PLUMBING	2,148.70	Landfill General Plumbing
1012134	12/18/2024	MUTUAL WHEEL COMPANY	24.91	stock battery cable
1012134	12/18/2024	MUTUAL WHEEL COMPANY	32.64	unit 3410 t-bolt
1012135	12/18/2024	NAPA AUTO PARTS & SUPPLY	82.99	Parts for Jet 1
1012248	1/2/2025	NETWORK COMPUTER SOLUTIONS	87.50	Helped Dan with new Time & Attendance logins
1012265	1/2/2025	NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support
1012204	12/26/2024	Nicholas Stroschein	671.39	Travel Reimbursement
1012215	12/26/2024	NORMAN & ASSOCIATES LLC	2,295.00	Chris Vallee Leadership Training
516087	1/2/2025	North American Weapons & Tactical Training Center	2,250.00	Registration Fee Sniper Course
1012136	12/18/2024	NORTHEAST IOWA COMMUNITY COLLEGE	28.46	FY2025 Franchise Fees
1012136	12/18/2024	NORTHEAST IOWA COMMUNITY COLLEGE	336.39	FY2025 Franchise Fees
516054	1/2/2025	NORTHEAST IOWA COUNCIL	516.00	Explorers Program
1012200	12/26/2024	Online Solutions LLC	80,400.00	CITIZENSERVE SOFTWARE
516010	12/26/2024	ONMEDIA	1,450.00	Battery Project
516055	1/2/2025	ONMEDIA	240.00	Library ad campaign
516055	1/2/2025	ONMEDIA	265.00	Library ad campaign
250600048	12/12/2024	OPENEDGE - GLOBAL PAYMENTS	250.00	Port of Dubuque Marina Monthly CC Fees
250600047	12/12/2024	OPENEDGE - GLOBAL PAYMENTS	290.00	Miller Riverview Park Monthly CC Fees
1012146	12/18/2024	OVERDRIVE INC	594.01	downloadable audio and ebooks for adult collection
1012146	12/18/2024	OVERDRIVE INC	840.32	downloadable audio and ebooks for adult collection
516090	1/2/2025	PATRICIA GLANZ	689.81	Ambulance Refund
1012231	1/2/2025	PER MAR SECURITY SERVICES	15.00	AmeriCorps Member Background Checks
1012184	12/26/2024	PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
1012260	1/2/2025	PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
1012280	1/2/2025	POLYDYNE INC	11,385.00	Polymer - 3 totes
1012280	1/2/2025	POLYDYNE INC	23,460.00	Polymer - 6 totes
516011	12/26/2024	PRAIRIE FARMS	467.20	FY2025 Franchise Fees
516011	12/26/2024	PRAIRIE FARMS	2,931.34	FY2025 Franchise Fees
516016	12/26/2024	QUEEN B RADIO WISCONSIN INC	353.00	Denver Air Conn Marketing - New service ORD-DBQ
516016	12/26/2024	QUEEN B RADIO WISCONSIN INC	224.00	Denver Air Conn Marketing - New service ORD-DBQ
1012232	1/2/2025	RACOM CORPORATION	852.00	Repair Vehicle
1012232	1/2/2025	RACOM CORPORATION	199.90	HARD HAT ADAPTER REPAIRS
1012232	1/2/2025	RACOM CORPORATION	2,170.00	Meter Enforcement Radio Maintenance
516056	1/2/2025	RADIO DUBUQUE INC	193.00	Denver Air Conn Marketing - New service ORD-DBQ
1012245	1/2/2025	RAPIDS REPRODUCTION INC	765.40	Ruby Sutton Building Bid Sets
1012233	1/2/2025	RILCO, Inc	885.00	Def, Kit Hornet W85 w/ coupler
1012137	12/18/2024	RIVER CITY PAVING	1,510.73	2024:: JUL-DEC Hot & Cold Mix Asphalt
1012181	12/26/2024	ROBERT G WRIGHT JR	14,350.00	2714 Washington HH Wright 2
250600052	12/16/2024	RXBENEFITS INC	83,449.03	FY25 Prescription Admin & Claims-11/23 - 12/06/24
516057	1/2/2025	SELCO INC	1,589.76	Pavement Marking Removed - 15th st
1012187	12/26/2024	SHANTE S WESTON	783.00	Tuition Reimbursement - Fall 2024 semester
1012273	1/2/2025	Shawn LaChappelle	1,750.00	Ice Arena Dehumidification HVAC
250700001	1/2/2025	SISCO	240.00	FY25 Short Term Disability Ins Prem - January 2025
1012197	12/26/2024	SkyMark Refuelers LLC	329,700.00	5,000 gallon jet aircraft refueler replacement
516017	12/26/2024	SOFTCHOICE CORPORATION	394.25	Local backup storage device for backups.
516068	1/2/2025	SOFTCHOICE CORPORATION	35,494.52	Microsoft licensing required for CentralSquare.
1012190	12/26/2024	SPECIAL MARKETS INSURANCE CONSULTAN	2,580.95	AmeriCorps November Health Insurance
516066	1/2/2025	ST LUKES HEALTH - UNITYPOINT CLINIC	630.00	Drug screens 10/28 to 11/20/24
1012185	12/26/2024	STEARNS, CONRAD, SCHMIDT CONSUL ENG	3,635.88	2025FY Air Quality Services
1012167	12/26/2024	STEPHANIE A VALENTINE	100.77	11/7 WLC Conference_Bettendorf IA_SV
516024	12/26/2024	STEPHANIE J WEHR	68.00	Per Diem Technical Crash Investigation II
1012165	12/26/2024	STRAND ASSOCIATES INC	1,260.70	BUNKER BASEMENT FOUNDATION
1012235	1/2/2025	STRAND ASSOCIATES INC	22,710.25	Schmitt Island Sanitary Project
1012235	1/2/2025	STRAND ASSOCIATES INC	4,710.50	42-Inch Force Main Stabilization Proj
1012235	1/2/2025	STRAND ASSOCIATES INC	411.72	UBBC Railroad Culverts & Sanitary Sewer Crossing
1012235	1/2/2025	STRAND ASSOCIATES INC	5,086.86	Ruby Sutton Second Floor Structural Engineering
1012235	1/2/2025	STRAND ASSOCIATES INC	22,172.56	Ruby Sutton Second Floor Structural Engineering

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1012258	1/2/2025	SUPERIOR, LLC	397,463.99	Central Square 1st payment for hardward
1012283	1/2/2025	SUPERIOR WELDING SUPPLY CO	213.53	shop use heating tip
1012283	1/2/2025	SUPERIOR WELDING SUPPLY CO	162.11	shop use gasses
1012140	12/18/2024	TELEGRAPH HERALD	50.16	LF Public Notice 3C 11/12
1012140	12/18/2024	TELEGRAPH HERALD	66.12	Analysis of Impediments to fair housing public not
1012244	1/2/2025	TERRY-DURIN COMPANY	79,475.00	Fiber Duct Purchase Package w/County
1012244	1/2/2025	TERRY-DURIN COMPANY	36,125.00	Fiber Duct Purchase Package w/County
516072	1/2/2025	THE METRIX COMPANY	183.08	FY2025 Franchise Fees
516058	1/2/2025	THEISENS INC	19.98	SPRAY PAINT FOR PARKS
1012164	12/26/2024	TIMOTHY L SPECHT	9,250.00	950 Wilson LHH21 Construction Pay
1012254	1/2/2025	TONYA S ENGLAND	1,105.50	Tuition Reimbursement for Fall semester 2024
1012236	1/2/2025	TOP GRADE EXCAVATING INC	8,632.60	Seippel Rd Watermain Lowering Project
1012236	1/2/2025	TOP GRADE EXCAVATING INC	24,936.26	Kelly Ln Water Main Valve and Water Service Instal
516021	12/26/2024	TOWNSQUARE MEDIA LLC	1,126.00	Marketing for Denver Air new service
516021	12/26/2024	TOWNSQUARE MEDIA LLC	1,052.00	Marketing for Denver Air new service
516032	12/26/2024	Tracy Schadle	629.75	Tuition Reimbursement - Fall semester 2024
1012141	12/18/2024	TRAFFIC AND PARKING CONTROL	13,311.50	ST2-Blinking Sign for Traffic at Station 2
250600044	12/12/2024	TRANSFIRST	244.40	Intermodal Ramp CC Fees
250600045	12/12/2024	TRANSFIRST	76.81	UB/Parking Tickets CC Fees
250600046	12/12/2024	TRANSFIRST	683.41	Ramps CC Charges
250600050	12/12/2024	TRANSFIRST	375.65	Credit Card Fees
250600049	12/12/2024	TRANSFIRST	2,573.30	Monthly CC Fees for Passport
250600057	12/23/2024	TREASURER STATE OF IOWA	16,055.24	FY25 Metro Sales Tax
250600058	12/23/2024	TREASURER STATE OF IOWA	97,018.54	FY25 UB Sales Tax
250600059	12/23/2024	TREASURER STATE OF IOWA	1,725.92	FY25 Leisure Sales Tax
516012	12/26/2024	TREASURER STATE OF IOWA ILEA	750.00	Telecommunicator Basic Course
1012237	1/2/2025	TRICON CONSTRUCTION GROUP	66,645.66	Construct Hangar #105
1012148	12/18/2024	TRI-STATE PORTA POTTY INC	1,775.00	REFUSE FOR DECEMBER 2024
1012288	1/2/2025	TRI-STATE PORTA POTTY INC	590.00	Rental of units for Landfill and Streets
1012142	12/18/2024	TRUCK COUNTRY OF IOWA INC	1,988.93	unit 3411 diagnose and advise radiator leak
1012142	12/18/2024	TRUCK COUNTRY OF IOWA INC	17.96	unit 3410 washers
1012142	12/18/2024	TRUCK COUNTRY OF IOWA INC	69.09	unit 3410 gaskets, screws
1012142	12/18/2024	TRUCK COUNTRY OF IOWA INC	1,678.48	unit 3407 turbocharger kits
1012142	12/18/2024	TRUCK COUNTRY OF IOWA INC	1,473.93	unit 2698 coolant in oil svc
1012142	12/18/2024	TRUCK COUNTRY OF IOWA INC	292.41	Truck 8 batteries
1012211	12/26/2024	TRUCK COUNTRY OF IOWA INC	2,810.48	Jet 1 truck repair
1012211	12/26/2024	TRUCK COUNTRY OF IOWA INC	97.47	Battery for mini excavator 5765
516059	1/2/2025	TRUCK COUNTRY OF IOWA INC	115,351.00	DUMP TRUCK CHASSIS
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	161.06	stock fuel/water filter
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	16.12	unit 4001 aat sensor
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	54.73	unit 3407 shock kit-seat
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	52.21	unit 540003 mirror glass
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	22.91	unit 2680 gasket
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	37.15	unit 2682 hose
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	18.57	unit 2682 gasket, clamps
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	545.09	unit 3236 header
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	52.70	unit 3412 leveling valve
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	42.50	stock 24-inch black plastic
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	268.75	unit 2680 cooler core, gasket
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	65.00	stock v-belt
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	52.70	unit 3413 leveling valve
1012284	1/2/2025	TRUCK COUNTRY OF IOWA INC	11.88	unit 2681 sealing washer
1012238	1/2/2025	TSCHIGGFRIE EXCAVATING	45,750.67	Twin Ridge Lift Station Abandonment Project
250600039	12/12/2024	UMB BANK	216,900.00	FY25 UMB Semi-Annual Debt Service Payment
250600038	12/12/2024	UMB BANK	98,300.00	FY25 UMB Semi-Annual Debt Service Payment
250600037	12/12/2024	UMB BANK	26,953.14	FY25 UMB Semi-Annual Debt Service Payment
250600036	12/12/2024	UMB BANK	18,000.00	FY25 UMB Semi-Annual Debt Service Payment
250600035	12/12/2024	UMB BANK	37,956.26	FY25 UMB Semi-Annual Debt Service Payment
250600034	12/12/2024	UMB BANK	37,200.00	FY25 UMB Semi-Annual Debt Service Payment
250600033	12/12/2024	UMB BANK	69,900.00	FY25 UMB Semi-Annual Debt Service Payment
250600032	12/12/2024	UMB BANK	18,402.50	FY25 UMB Semi-Annual Debt Service Payment
250600031	12/12/2024	UMB BANK	43,425.00	FY25 UMB Semi-Annual Debt Service Payment
250600030	12/12/2024	UMB BANK	4,342.50	FY25 UMB Semi-Annual Debt Service Payment
250600029	12/12/2024	UMB BANK	30,525.00	FY25 UMB Semi-Annual Debt Service Payment
250600028	12/12/2024	UMB BANK	4,950.00	FY25 UMB Semi-Annual Debt Service Payment
250600027	12/12/2024	UMB BANK	37,350.00	FY25 UMB Semi-Annual Debt Service Payment
250600026	12/12/2024	UMB BANK	137,750.00	FY25 UMB Semi-Annual Debt Service Payment
250600025	12/12/2024	UMB BANK	309,484.38	FY25 UMB Semi-Annual Debt Service Payment
250600024	12/12/2024	UMB BANK	613,125.00	FY25 UMB Semi-Annual Debt Service Payment
250600023	12/12/2024	UMB BANK	24,350.00	FY25 UMB Semi-Annual Debt Service Payment
250600022	12/12/2024	UMB BANK	45,471.88	FY25 UMB Semi-Annual Debt Service Payment
250600021	12/12/2024	UMB BANK	153,816.25	FY25 UMB Semi-Annual Debt Service Payment
250600020	12/12/2024	UMB BANK	145,610.00	FY25 UMB Semi-Annual Debt Service Payment
516060	1/2/2025	UNION HOERMANN PRESS	2,837.88	2025 Goals & Priorities Utility Insert
516091	1/2/2025	UNITED	305.01	Ambulance Refund
516092	1/2/2025	UNITED (CARE HMO)	146.03	Ambulance Refund
1012191	12/26/2024	Valentine Construction Co LLC	550.00	SNOW REMOVAL/SALTING JULIEN DUBUQUE BRIDGE
1012270	1/2/2025	Valentine Construction Co LLC	2,405.00	Valentine Snow/Ice Removal
1012270	1/2/2025	Valentine Construction Co LLC	200.00	Valentine Snow/Ice Removal
516062	1/2/2025	VERIZON WIRELESS SERVICES LLC	100.10	Fixed Route Signs Data

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
516062	1/2/2025	VERIZON WIRELESS SERVICES LLC	256.32	Fixed Route Rangers Data
516013	12/26/2024	VERIZON WIRELESS SERVICES LLC	411.78	Staff cell phones and data for surface tablets
1012171	12/26/2024	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
1012243	1/2/2025	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
1012243	1/2/2025	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
1012194	12/26/2024	Vidl Solutions, Inc	3,150.00	CC Goal-Organizational Culture Continuous Improvem
516028	12/26/2024	Virtual Velocity LLC	140,610.38	1199 Central F&H
1012250	1/2/2025	VRBAN FIRE PROTECTION INC	342.00	ANNUAL INSPECTION INTERMODAL
1012166	12/26/2024	WARTBURG THEOLOGICAL SEMINARY	84.90	FY2025 Franchise Fees
1012166	12/26/2024	WARTBURG THEOLOGICAL SEMINARY	432.33	FY2025 Franchise Fees
516029	12/26/2024	WB McCloud & Co, Inc.	530.00	Pest Prevention - monthly
1012143	12/18/2024	WENZEL TOWING SERVICE	88.40	FY25 Wenzel Towing
1012214	12/26/2024	WOODMAN ELECTRICAL CONTRACTORS	1,293.00	Port Ramp Tech Support
1012239	1/2/2025	WORLD BOOK ENCYCL INC	190.00	World Book Nonfiction Series bookset
1012239	1/2/2025	WORLD BOOK ENCYCL INC	957.00	World Book Nonfiction Series bookset
1012257	1/2/2025	WORLD DIVISION	450.87	Downtown lightpole banners
250600051	12/16/2024	WORLDPAY	80.20	Monthly CC Fees for Port of Dubuque
516014	12/26/2024	ZEPHYR ALUMINUM PRODUCTS	4,197.00	America's Hangar door replacement
			\$	7,240,152.28

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	2025 Federal Legislative Priorities
SUMMARY:	City Manager recommending approval of the 2025 Federal Legislative Priorities.
SUGGESTED DISPOSITION:	Receive and File; Approve

- ATTACHMENTS:**
- 1. MVM Memo
 - 2. 2025 Federal Legislative Priorities FINAL

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: 2025 Federal Legislative Priorities
DATE: December 27, 2024

Before she retired, Director of Strategic Partnerships Teri Goodmann worked with the Department Managers and City of Dubuque strategic partners to develop the set of recommended 2025 Federal Legislative Priorities.

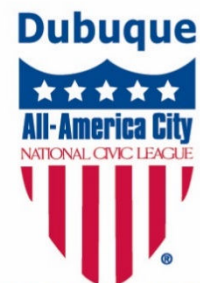
I recommend and respectfully request Mayor and City Council approval of the 2025 Federal Legislative Priorities.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Justin Thiltgen, Technical Grant Analyst/Assistant
Teri Goodmann, former Director of Strategic Partnerships



2007★2012★2013
2017★2019

2025 FEDERAL LEGISLATIVE PRIORITIES

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FEDERAL FOCUS 2022- 2032

GRANT OPPORTUNITIES

The year 2024 finds the City of Dubuque with a laser focus on the unprecedented grant opportunities provided by federal government which will continue for another four years. Since 2021 the City of Dubuque and Dubuque County have realized over \$100 million in recovery funds for both the public and private sectors. The city's past success is only prologue as efforts continue to secure federal funding for City Council goals and priorities.

Federal grant programs were established as an intentional effort to move the country out of the economic downturn brought on by the global COVID-19 pandemic of 2020, Congress passed historic legislation in 2021 and 2022. The American Rescue Plan Act (ARPA) and the Bipartisan Infrastructure Law (BIL) both passed in 2021. This landmark legislation provides trillions of dollars of recurring grant opportunities over six years for local governments. In 2022 the trifecta was complete with the passage of the Inflation Reduction Act (IRA) which provides grant opportunities for a decade.

ARPA fund support was unique in that local governments, for the first time, received a direct subsidy from the federal government to address losses due to the pandemic. ARPA funds targeted personal and public recovery from health and economic hardships caused by the pandemic, BIL seeks to rebuild American infrastructure and restore the nation's competitiveness on a global scale. IRA will invest \$300 billion in deficit reduction and \$369 billion in climate and energy security over the next ten years. IRA brings the city unprecedented opportunities to compete for grants with a focus on mitigation of climate change, addressing public and private health care, and providing affordable housing.

1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS

a. RAISE GRANT

REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT, F/K/A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT

The City of Dubuque has already benefited from this signature US Department of Transportation funding program. A \$5.7 million TIGER grant was received in 2010 to support the reconstruction of utilities and complete streets in the Historic Millwork District. Additionally, Dubuque County in partnership with the City received a \$5.4 million BUILD grant in 2019 to support a series of roadway repairs, intersection capacity and safety improvements, and a trail extension in the vicinity of the John Deere Dubuque Works facility.

The City applied for USDOT TIGER Discretionary Grants in both 2014 and 2017 however our application requests were not selected. City staff were advised by grant review agency staff that our proposed infrastructure project grant applications were strong, however the projects were not advanced far enough in the planning, design, and environmental clearance development phases for selection consideration. Subsequently, the City applied for a 2021 RAISE Infrastructure Planning Grant which was unsuccessful. A formal debrief with USDOT staff in March of 2022 identified ways in which the project, the narrative and additional data could strengthen the application.

As a result, in an effort to be better positioned for future Federal Discretionary Grant opportunities, the City again applied for a 2022 RAISE Infrastructure Planning Grant to assist with the planning and design of a multimodal transportation corridor project for proposed improvements to the Elm Street corridor, the 16th Street corridor, and the proposed 14th Street Railroad Overpass bridge project.

The 2022 RAISE Planning Grant application proposed a project entitled “*Building Bridges to Employment and Equity (B2E2)*”. Through the grant, the City of Dubuque requested \$2,280,000 in USDOT RAISE Planning funds to assist with the planning and design of a multimodal transportation corridors which will connect low-income residents with economic opportunities and key community resources in the Kerper Boulevard Industrial Park, on Chaplain Schmitt Island, in downtown Dubuque and its Historic Millwork District, and on the west side of the city via the downtown Intermodal Transportation Center.

In August of 2022, the City was notified by the US Department of Transportation that the *Building Bridges to Employment and Equity (B2E2)* application was selected to receive RAISE Planning Grant funding. The RAISE grant funding is summarized in the following table:

Fund Description	Percentage	Fund Amount
RAISE Infrastructure Planning Grant	52.1%	\$ 2,280,000
Local Funds - City	47.9%	\$ 2,100,000
Total Project Cost	100%	\$ 4,380,000

PLANNING AND DESIGN FOR MULTIMODAL TRANSPORTATION CORRIDOR

- [illegible]

Fund Description	Percentage	Fund Amount
RAISE Infrastructure Planning Grant	52.1%	\$ 2,280,000
Local Funds - City	47.9%	\$ 1,350,000
Local Funds - DRA Contribution		\$ 750,000
Total Project Cost	100%	\$ 4,380,000



On February 19, 2025, per Resolution NO. 46-24, the Mayor and City Council authorized the City to submit an application to the U.S. Department of Transportation (USDOT) for a RAISE Capital Infrastructure Implementation Grant to assist with funding for proposed improvements to construct specific elements of the Building Bridges to Employment and Equity (B2E2) Project.

On June 26, 2024, the City received an official award notice from the US Department of Transportation for the RAISE Capital Grant in the amount of \$25 Million for the B2E2 project. The total construction cost for the initial phases of the B2E2 project is estimated to be \$38.7 million. In addition to the \$25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute \$9.2 million, the City will contribute \$3.6 million, and the Canadian Pacific Kansas City railroad will contribute \$1 million.

REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving RAISE Planning Grant in the amount of \$ 2,280,000, and the RAISE Capital Grant in the amount of \$25M.

b. SAFE STREETS FOR ALL (SS4A) GRANT

In February 2023, the City, East Central Intergovernmental Association (ECIA), and our regional local partners were notified of our awarded Safe Streets for All Grant. The SS4A grant will assist with developing a regional roadway network comprehensive safety action plan. Iowa State University Institute for Transportation will lead the effort to development of a comprehensive safety action plan for the regional roadway network to achieve the long-term objective of reducing transportation related injuries and working towards zero deaths.

It is the objective of the City, ECIA, and partners to complete an Action Plan so that we have identified potential roadway or intersection improvement projects which will be well positioned to compete for future SS4A Implementation grant opportunities.

SAFE STREETS FOR ALL (SS4A) GRANT

■ ■ Comprehensive Safety Action Plan

FUNDING SUPPORTS LOCAL INITIATIVES TO PREVENT DEATH AND SERIOUS INJURY ON ROADS AND STREETS, COMMONLY REFERRED TO AS "VISION ZERO" OR "TOWARD ZERO DEATHS" INITIATIVES

- **DEVELOPING A COMPREHENSIVE SAFETY ACTION PLAN (ACTION PLAN)**
- **SUPPLEMENTAL PLANNING ACTIVITIES: CONDUCTING PLANNING, DESIGN AND DEVELOPMENT ACTIVITIES FOR PROJECTS AND STRATEGIES IDENTIFIED IN AN ACTION PLAN**

Fund Description	Percentage	Fund Amount
Safe Streets For All (SS4A) Grant	80.0%	\$ 200,000
Local Funds - City	12.7%	\$ 32,000
Partner Funding - Other	7.2%	\$ 18,000
Total Project Cost	100%	\$ 250,000



REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving SS4A Grant in the amount of \$200,000.

c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT

Last offered in FY2012, DOT's Transportation, Community & System Preservation (TCSP) grant program provided \$61 million in funding to plan and implement strategies to improve the efficiency of the transportation system, reduce its environmental impacts, reduce the need for costly future public infrastructure investments, ensure efficient access to jobs and services, boost smart growth development patterns, and leverage private investment. As one of the few direct sources of federal transportation funding available to local governments, the TCSP program should be reintroduced to help meet community infrastructure needs. The City of Dubuque in 2012 received a \$600,000 TCSP grant that helped in the reconstruction of Elm Street from 9th to 11th Streets. This "Complete Street" is adjacent to the Jule Intermodal Transportation Center. This street is a key part of the overall Historic Millwork District which has leveraged this federal funding to help stimulate over \$100 million in private redevelopment.

REQUESTED ACTION

Reestablish the DOT Transportation, Community & System Preservation grant program to \$1 billion annually.

2. INFRASTRUCTURE: SURFACE TRANSPORTATION

The Fixing America's Surface Transportation (FAST) Act is a five-year transportation bill intended to improve and expand the Nation's surface transportation infrastructure, including roads, bridges, transit systems and rail transportation network. This legislation passed in December 2015 and provides direction for transportation activities for five years.

The bill reforms and strengthens transportation programs, refocuses national priorities, provides long term certainty and greater flexibility for states and local governments, streamlines project approval processes, and maintains strong commitment to safety. Reauthorization of the transportation bill builds on and strengthens the innovations begun in MAP-21 in areas such as performance-based planning, safety, design, and freight planning. FAST Act supports policies which expand choices, bolster public health, and strengthen communities.

An extension of the FAST Act passed in 2020 expired in October of 2021. A multi-year surface transportation bill is needed to assure funding for future planning and construction of transportation projects. Support is needed for the Transportation Alternatives Program including the Recreational Trails Program and Safe Routes to Schools. Combined these programs provide for bike and pedestrian projects and safety in our local community. The federal fuel tax was last raised in October of 1993 and is not indexed to inflation, which increased by 77 percent from 1993 until 2020. A long-term fix is also needed for the Highway Trust Fund.

a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY"

Dubuque County was awarded a federal BUILD Grant in the amount of \$5,452,023 for "Improving the Northwest Arterial/John Deere Road Corridor for Freight Mobility" and making capacity and safety improvements to John Deere Road. The Northwest Arterial - State of Good Repair Project was added to the BUILD Grant project because it is a critical freight route that connects to South John Deere Road. The Northwest Arterial - State of Good Repair Project will also provide the non-federal local match to the Dubuque County BUILD Grant.

The Northwest Arterial project was originally anticipated to be completed by the Iowa DOT, however as part of the executed Transfer of Jurisdiction Agreement (TOJ), the City agreed to be the lead local agency responsible for completing the Northwest Arterial - State of Good Repair improvements.

Effective January 29, 2021, the TOJ of the Northwest Arterial was completed from the State of Iowa to the City as part of the Southwest Arterial project. As part of the roadway transfer, the Iowa DOT has issued a state of good repair payment to the City in the amount of \$5,672,000 to complete pavement rehabilitation and reconstruction of the Northwest Arterial from US20 to Central Ave / IA3.

Due to the federal funds associated with the BUILD Grant, the Federal Highway Administration (FHWA) is the lead regulatory agency and responsible for administering the project in coordination with the Iowa DOT. As a result of the Northwest Arterial being incorporated into the BUILD Grant, the FHWA required that both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project be "tied" together through the Iowa DOT's Office of Contracts bid letting process. Additionally, since the BUILD

Grant was awarded to Dubuque County, this required the County to be the lead Contracting Authority for both Projects.

Bids were received on the project by the Iowa Department of Transportation on April 19, 2022 in Ames. Pirc-Tobin Construction, Inc., of Alburnett, IA submitted the low bid in the amount of \$14,416,742.87 for the overall project which includes the City Northwest Arterial Project and the County John Deere Build Grant projects. A summary of the project cost breakdown is as follows:

Bid Summary	Total Bid
City - Northwest Arterial - State of Good Repair Project	\$ 8,541,861.54
Dubuque County - John Deere Road Build Project	5,874,881.33
Bid Total - Pirc-Tobin Construction, Inc.	\$ 14,416,742.87

Work on both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project began in June of 2022 and was completed in the fall of 2023.

REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal, state and local level for supporting the BUILD Grant to allow for capacity and safety improvements to John Deere Road and the Northwest Arterial freight corridors.

b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS

The US Highway 20 corridor is the primary east-west route in the City of Dubuque and future traffic volume projections indicate US Highway 20 alone will not provide sufficient capacity for east-west travel in the City. Capacity along alternate east-west corridors will need to be improved to provide connectivity between the western growth areas and the downtown urban core.

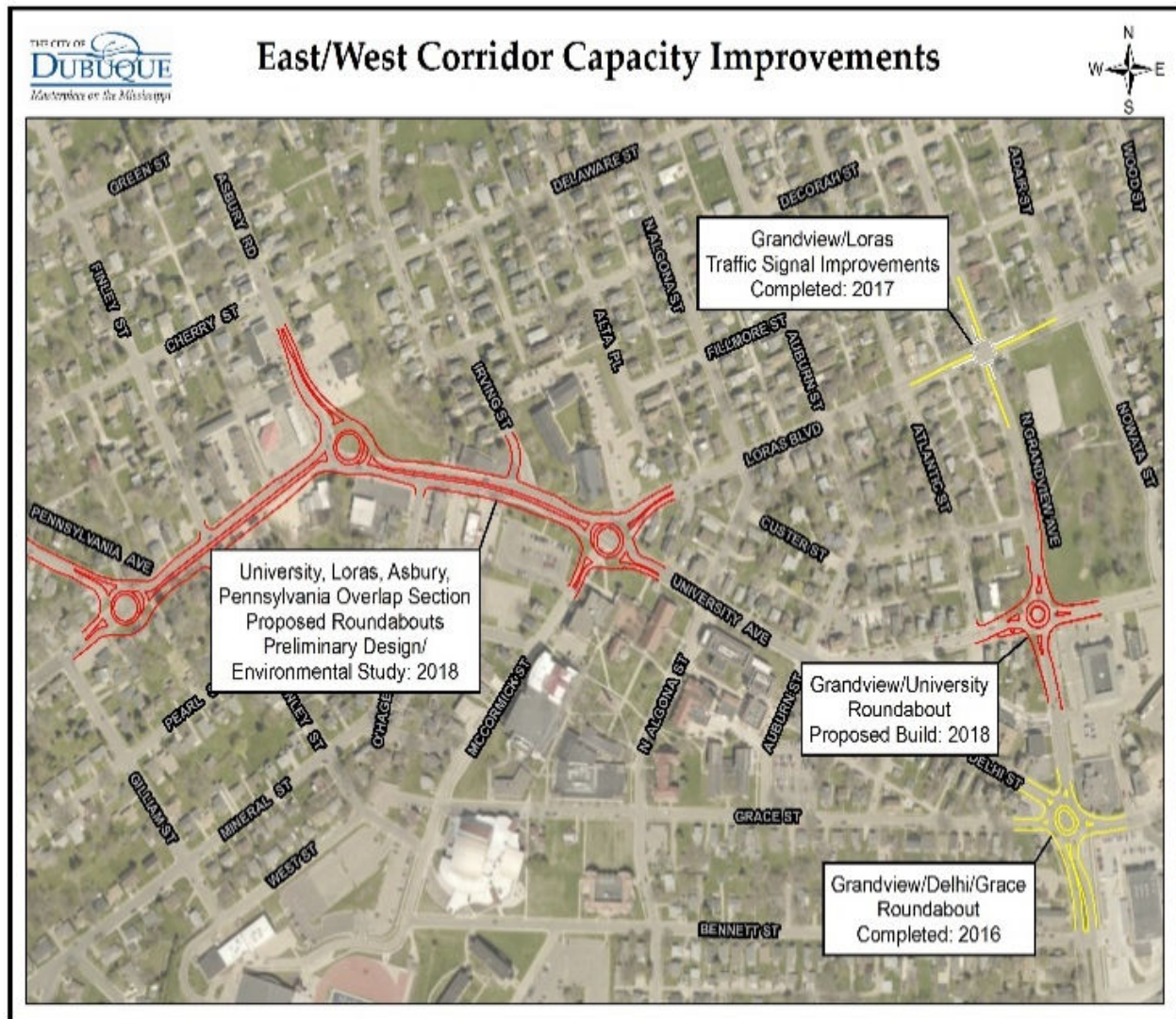
In August 2017, the City Council listed the East-West Corridor Capacity Improvement Implementation as a "Top-Priority" in its 2017-2019 Goals and Priorities and directed City staff to begin implementation plans for the recommendations contained in the East-West Corridor Connectivity Report. The adopted East-West Corridor Connectivity Study report acts as the City's Master Plan for both short-term and long-term capacity improvements or corridor modifications to support growing east-west traffic flow in the City. The study includes recommended improvements supporting complete streets concepts, multi-modal transportation, vehicle, pedestrian, bicycle, and recreational improvements.

In an effort to advance this top priority, the City has already completed the following improvements:

Project	Year	Cost
Property Acquisition	2016	\$ 853,300
Grandview - Delhi Roundabout	2016	\$ 827,000
Loras - Grandview Traffic Signals	2017	\$ 370,300
University - Grandview Roundabout	2018	\$1,200,000

Total Improvements To-Date

\$3,250,300



The section of University Avenue, from Pennsylvania Avenue to Loras Boulevard, referred to as the "Overlap Section" was recommended for converting the three intersections along University Avenue to roundabouts.

In July 2018, the City applied for an \$18.1 million U.S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) grant request to assist in funding both multi-modal and capacity improvements within the identified East-West Corridors. Staff was notified in December 2018 that the City was not selected to receive a BUILD grant.

Following the BUILD grant announcement, the City has an opportunity to move forward and advance the development of East-West Corridor Capacity Improvements utilizing the new Iowa DOT Federal Aid SWAP Policy. Effective October 2018, the new Federal Aid SWAP Policy allows federal funds normally allocated to cities or counties to be replaced with State of Iowa Primary Road funds on a dollar-for-dollar basis. The

goal of the new policy is to increase efficiencies and help local governments reduce the level federal oversight, regulations, and requirements. Additionally, the use of Primary Road funds will be reimbursed at 100% of eligible costs which eliminates the requirement for local governments to provide a 20% local match.

In January 2019, the City began the process to de-federalize the East-West Corridor project by paying back the federal funds previously used for property acquisition. On August 19th, 2019, the City received the FHWA final closure acceptance for the defederalization of funds related to the East - West Corridor project.

With the project defederalization is completed, in December 2020, the SWAP Funding Agreement was executed with the Iowa DOT which will allow the City to utilize both local City funding and SWAP funding to begin the preliminary engineering and environmental study phase for intersection capacity improvements along the University Avenue, Loras Boulevard to Pennsylvania Avenue "Overlap Section".

In December of 2021, the Mayor and City Council approved the selection of HDR, Inc. of Omaha, Nebraska as the Consultant to complete the Preliminary Engineering Design and Environmental Clearance Phase to advance the development of East-West Corridor Capacity Improvements along University Avenue.

In March of 2022, with the Infrastructure Investment and Jobs Act (IIJA) funding allocation to the State of Iowa, the Iowa DOT announced the increase in new federal funds will require additional Primary Road Funds (PRF) to be used as the State's local match, which will impact the Iowa DOT's ability to provide SWAP funds for Local Public Agency (LPA) projects. With the reduced Federal-aid SWAP capacity, the Iowa DOT has informed LPAs that all programs will transition from Federal-aid SWAP to Federal-aid starting in February 2023 for Cities.

Since the East-West Corridor Capacity Improvements are a multi-year, multi-phased project, which transitioned from Federal-aid SWAP (100% funding) to Federal-aid (80%/20% funding), in March 2023, the City was required to identify, and the Mayor and City Council approved as part of the Fiscal Year 2024-2028 adopted budget, the allocation of an additional \$2.5 million as the City's 20% local match.

As a result of the funding shift to Federal Aid, this requires the environmental study phase to be elevated to a Federal NEPA level clearance. Due to the additional level of work to meet the NEPA level regulatory requirements, this added time required to complete the environmental clearance phase by 12 months and added an additional cost to the Consultant design services contract. Once the preliminary engineering and environmental (NEPA) clearance are completed over the next year, corridor impacts will be identified, and property acquisition could begin. Subject to availability of local match funding, property acquisition could take approximately 2 years to complete. Once property acquisition is completed within the Overlap Section, and subject to availability of local match funding, construction to convert the three intersections along University Avenue to roundabouts could begin and would take approximately 2-3 years to complete.

c. 14TH ST RAILROAD OVERPASS

The Canadian Pacific (CP) Railroad travels through the urban core of the city with numerous at-grade crossings on local city streets in the downtown area. With approximately 15-20 trains passing through Dubuque on a daily basis, pedestrians, vehicles, commercial traffic, and emergency responders have interrupted access the northeast segment of the city. This cuts off the most economically sheltered area

of our community from job and shopping opportunities. Rail transport through Dubuque will continue to negatively impact existing at-grade crossings which could potentially be blocked more frequently and for longer periods of time. The City of Dubuque's East – West Corridor flow would also be negatively impacted.

In August of 2022, the City was notified by the US Department of Transportation that the Building Bridges to Employment and Equity (B2E2) application was selected to receive RAISE Planning Grant funding in the amount of \$2,280,000, which will include the planning and design for a proposed 14th Street Railroad Overpass bridge.

A 14th Street Railroad Overpass Bridge would provide an unimpeded elevated crossing over the existing at-grade railroad track crossing and thus provide unimpeded access to the Kerper Boulevard, the redeveloped 16th Street Corridor, tourism and recreational amenities on Chaplain Schmitt Island, Highway 61/151 into Wisconsin, the Washington and North End neighborhoods, the Historic Millwork District and downtown.

On February 19, 2025, per Resolution NO. 46-24, the Mayor and City Council authorized the City to submit an application to the U.S. Department of Transportation (USDOT) for a RAISE Capital Infrastructure Implementation Grant to assist with funding for proposed improvements to construct specific elements of the Building Bridges to Employment and Equity (B2E2) Project.

On June 26, 2024, the City received an official award notice from the US Department of Transportation for the RAISE Capital Grant in the amount of \$25 Million for the B2E2 project. The total construction cost for the initial phases of the B2E2 project is estimated to be \$38.7 million. In addition to the \$25 million RAISE grant, Dubuque Metropolitan Area Transportation Study (DMATS) will contribute \$9.2 million, the City will contribute \$3.6 million, and the Canadian Pacific Kansas City railroad will contribute \$1 million.

REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving the RAISE Capital Grant in the amount of \$25M.

d. 14TH ST AND 16TH ST CORRIDOR – CHAPLAIN SCHMITT ISLAND – CENTRAL AVE/WHITE ST – ELM ST

For the past nearly three decades, Dubuque has engaged in long-term planning and implementation efforts aimed at removing blight, reclaiming abandoned spaces, and redeveloping the City's six-and-a-half-mile riverfront. These efforts have resulted in the redevelopment and success of the Port of Dubuque, Dubuque's Main Street and downtown, and the Historic Millwork District. With the completion of the Bee Branch flood mitigation project, the City continues its focus on redevelopment, turning to the North End neighborhoods, Kerper Blvd and Chaplain Schmitt Island.

Completion of the Bee Branch project provides flood protection to some of Dubuque's oldest and most vulnerable neighborhoods. Building on this significant \$218 million infrastructure investment are several initiatives led by the City and its partners. These include the City of Dubuque Housing department's CHANGE program which focuses on improving affordable housing stock and neighborhoods on the North End. The City's creation of the Office of Shared Prosperity and Neighborhood Support aims to rebuild job

opportunity and entrepreneurship. The Chaplain Schmitt Island Placemaking and Implementation Plan has already prompted an enhanced Veterans' Memorial and reflection pond and will continue to redevelop this tourist amenity through hike/bike trails and additional retail, recreational and entertainment venues for residents and citizens alike, creating another destination attraction on Dubuque's riverfront. Partners at the Dream Center and Steeple Square provide educational programming and event space for residents and other nonprofit organizations of the North End and learning space for students in Dubuque.

None of these initiatives and projects can be successful without connectivity of transportation and broadband infrastructure. Connecting Dubuque's riverfront, downtown and Historic Millwork District with its Intermodal Transportation Center to the North End will require transportation improvements along the 16th Street Corridor, onto and throughout the Chaplain Schmitt Island and to Central Avenue and White Streets.

The 16th Street Corridor approaching the Chaplain Schmitt Island includes the former Dubuque Packing Company site which is envisioned to be redeveloped. Potential retail and mixed-use space are planned and could serve as a regional retail magnet. The 16th Street Corridor transportation access to this space is constrained. Current transportation routes do not meet the needs of the planned mixed-use activities.

Planning envisions the development of a Complete Street along the 16th Street Corridor with roundabout access to the former "Pack" site at Sycamore and Marsh Streets, continuing on to a roundabout at Kerper Blvd and 16th Street and finally the construction of a roundabout on Chaplain Schmitt Island. Transportation infrastructure would also include construction of a separate bike/pedestrian bridge across the Peosta Channel, and creation of a mixed-use trail connecting Chaplain Schmitt Island with the City's transit hub (Intermodal Transportation Center) to better support the movement of workers, tourists, and freight.

In August of 2022, the City was notified by the US Department of Transportation that the *Building Bridges to Employment and Equity (B2E2)* application was selected to receive RAISE Planning Grant funding in the amount of \$2,280,000, which will include the planning and design of a multimodal transportation corridor and Complete Street improvements to the Elm Street corridor, and the 16th Street corridor.

The City has received a B2E2 \$25 million grant to complete the over \$40 million 14th Street Railroad overpass project.

Central Avenue and White Streets corridors are poised for improvements in the coming years. Planning is underway for streetscape and potential building improvements.

REQUESTED ACTION

Dubuque has multiple transportation improvements envisioned in order to continue the community's work enhancing tourism destinations on the riverfront and expanding economic development on the North End and Central Avenue/White Street Corridor. Increased federal funding for existing transportation programs that support all modes of transportation including the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant program, Transportation Alternatives (Trails, Safe Routes to School), Surface Transportation Block Grant Program and Small Starts are requested. The City also needs assistance working through the environmental assessment requirements for the 14th Street Railroad overpass to build the project before the train traffic doubles.

e. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION

The City of Dubuque supports the implementation of capacity improvements along the Highway 20 corridor and the Northwest Arterial intersection. This intersection is experiencing operational challenges which will only be compounded now that the Southwest Arterial/ US52 is completed, and commercial traffic is rerouted from the downtown urban core. The recommended capacity improvements will allow traffic to travel along Highway 20 more efficiently and safely, from the Northwest Arterial to the Southwest Arterial/ US52 interchange. The Iowa DOT has completed a capacity improvements study and has identified the preferred roadway corridor and intersection improvement. The Iowa DOT is currently evaluating alternatives for both funding and phasing the implementation of capacity improvements.

REQUESTED ACTION

Continue to support the Iowa DOT efforts to implement improvements along the Highway 20 corridor and the Northwest Arterial intersection for safe and efficient travel to the Southwest Arterial/ US52 interchange.

f. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH

After nearly 30 plus years in the making, it is with great appreciation in celebrating the completion of the Southwest Arterial / US Highway 52 project, which was opening to vehicular traffic on August 17, 2020.

The final cost projection for the fully completed 4-lane freeway is approximately \$160 Million. This historic milestone achievement would not have been possible without the strong collaborative partnerships with the Iowa department of Transportation and Dubuque County.

Future Initiatives

As part of the 4-lane highway construction, grading was also completed for a future bike pedestrian shared use path from US Highway 20 to US Highway 61/151. To accommodate the future trail - several of the bridges along the corridor incorporated a separated shared use on the bridges. A future initiative will be to pave the 6.1-mile bike pedestrian shared use path which will complete a connection between the Heritage Trail and the Mines of Spain Recreational Area.



REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal and state level for all the support in making the Southwest Arterial, our #1 surface transportation project a reality and now is seeking \$6 million to fund paving the bike and pedestrian shared use trail that has been graded as part of the project.

g. CAPACITY IMPROVEMENTS: US HIGHWAY 20

Transportation infrastructure connectivity is essential to a vibrant economy and thriving community.

REQUESTED ACTION

The City of Dubuque supports completion of four-lane construction on Highway 20 to Chicago. To accomplish this project and other significant highway and interstate capacity improvements, the City supports efforts to identify a long term, sustainable revenue source that keeps the Highway Trust Fund fully funded to be used for rebuilding and maintaining infrastructure.

h. PUBLIC TRANSIT FUNDING

The new infrastructure BIL provides stable formula funding and competitive grant program to address bus and bus facility needs. The BIL is greatly appreciated for increasing operational needs, but supply chain issues are still causing a major delay in technology and equipment leadtimes and cost increases.

The City of Dubuque has received a planning grant to analyze travel patterns in the community and develop a replicable model for responding to travel demand through planning of transportation investment that incorporates all modes - car, bus, bike and pedestrian. The goal of this research is to create a more efficient and cost effective public transit system modeling tool for cities under 100,000 population.

This research effort and integrated approach to addressing community travel needs will provide opportunities to expand public transit service to our citizens. Without additional operating funding to support current services and new operating grant opportunities to expand services, implementation of this project could be limited.

Technical assistance for cities interested in undertaking bus rapid transit projects earlier in the planning stages would also be appreciated. Currently, most planning must be complete and Small Starts funding already secured for a city to be eligible for this type of assistance. Operational funding to support ongoing route analysis and planning at the transit system level would be helpful as well.

Capital funding for vehicles and onboard technology replacement are needed. Many vehicles in Iowa, and Dubuque specifically, are at or near the end of their useful life. Onboard technology provides essential data for management and dispatch personnel as well as drivers and passengers, but to upgrade or replace this technology fleet-wide is costly. Stagnant operational funding and limited capital funding opportunities make developing responsive, cost-effective public transit opportunities difficult.

REQUESTED ACTION

Support increased funding for operational funds through the 5307 program and pursue additional grant funding for bus replacement to include four new transit vehicles, specifically two smaller, heavy duty, thirty-foot GILLIG buses and two mini buses.

3. INFRASTRUCTURE: AIR TRANSPORTATION

a. AVIATION WORKFORCE SHORTAGE

Congress must take immediate action to address the aviation workforce shortage through multiple programs and initiatives. Aviation workforce shortages are creating a strain felt across the industry and is being felt most by the smaller communities who are struggling to maintain their basic service, or have lost service altogether.

REQUESTED ACTION

Appropriate funds toward Aviation Workforce identified in FAA Reauthorization Act 2024:
Aviation Workforce Development Programs, Airport Service Workforce Analysis

b. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE

Modernization of Air Service Development and Essential Air Service to meet today's evolving small community and industry are vitally needed.

REQUESTED ACTION

Appropriate funds for Air Service Development and Essential Air Service Program identified in FAA Reauthorization Act 2024 and include Dubuque in the federal subsidy programs that will help get Dubuque commercial air service.

c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM

Congress can aide airports with liability legislation that holds airports harmless for present and past use of PFOS and PFAS in Aqueous Film Forming Foam as mandated by the FAA.

REQUESTED ACTION

Appropriate Funds toward PFAS Replacement Grant Program identified in FAA Reauthorization Act of 2024.

- a. One-time initial acquisition, disposal, cleaning or disposal of existing equipment, acquisition of equipment.
- b. Replacement of AFFF concentrate relative to total AFFF requirement under 139

d. TSA AIRPORT WORKER SCREENING

The need for Airport Worker Screening remains necessary in the ever-evolving homeland security landscape.

REQUESTED ACTION

Require TSA to retain the roles the agency was created to execute following 9/11, instead of placing that unfunded burden on Airport's. One of TSA's founding purposes was to provide consistent security screening across the National Airspace System, and now critical security screening tasks are being placed back into pre-9/11 processes and programs.

e. CONTRACT TOWER PROGRAM

Safety and common-sense dictates continued funding of the ATC program and the contract tower program or restoration of FAA staffing of these facilities. A United States Department of Transportation Office of Inspector General Report Number AV-2013-009, issued on November 5, 2012, found that “a contract tower cost, on average, about \$1.5 million less to operate than a similar FAA tower.” The report further stated, “contract towers had a significantly lower number and rate of safety incidents compared to similar FAA towers.”

REQUESTED ACTION

We urge Congress to continue to fully fund the Contract Tower program

4. INFRASTRUCTURE: PASSENGER RAIL

Through the Envision 2010 process, Dubuque residents identified the return of passenger rail to Dubuque as one of its top ten priorities. Local passenger rail advocates established a passenger rail citizen group, “Ride the Rail,” to engage the public, secure support and promote the return of passenger rail service between Chicago to Dubuque.

The City has been successful in partnership with DMATS and the local Ride the Rail citizen group in securing state and local funding for the feasibility study of passenger rail return between Chicago and Dubuque. Federal funding support for passenger rail projects provides the critical next step for the return of passenger rail service between Chicago and Dubuque.

REQUESTED ACTION

Encourage Illinois Department of Transportation efforts to obtain federal funding for passenger rail service from Chicago to Dubuque.

5. INFRASTRUCTURE: WATER

a. WASTEWATER & DRINKING WATER

The nation's wastewater and drinking water infrastructure is experiencing an infrastructure need of \$655 billion over the next twenty years. We congratulate Congress on the passage of the Bipartisan Infrastructure Legislation (BIL) which includes \$105 billion in water infrastructure funds.

The City of Dubuque has ongoing funding needs for drinking water and clean water infrastructure. The State Revolving Loan (SRF) program has been very effective in helping the City address water infrastructure needs.

For every federal dollar of SRF spending, 21.4% is returned to the federal government in the form of taxes and on average, 16.5 jobs are created for every 1 million spent through SRF; each job is estimated to bring about \$60,000 in labor income. Infrastructure investments create 16 percent more jobs than equivalent spending on a payroll tax holiday, 40 percent more jobs than an across-the-board tax cut, and more than five times as many jobs as temporary tax cuts.

Every million dollars of SRF spending results in \$2.95 million of input in the U.S. economy. This is a smart investment complimenting a narrow federal role of ensuring modern, efficient infrastructure. Since this is a loan program, SRFs leverage resources from all levels of government and the private sector empowering state and local governments. SRFs are voluntary, thereby reducing regulatory burdens on businesses.

Dubuque has utilized SRF funds for two major projects, the Bee Branch project and the Water and Resource Recovery project. Dubuque is poised to now include lead service line replacement funds through SRF or other federal infrastructure grant funds. The SRF funding source is critical to cities.

REQUESTED ACTION

The City of Dubuque supports the expansion of grant funds and SRF forgivable loans available through the Bipartisan Infrastructure Legislation (BIL) for water infrastructure needs, particularly the city-wide lead service line replacement program, the Catfish Creek sanitary sewer improvements, and other priorities.

b. FLOODWALL IMPROVEMENT & MAINTENANCE

The Senator John C. Culver Flood Wall system was built between 1967 and 1974 at a cost of \$11 million dollars. Over the past nearly fifty years it has provided protection valued in the billions of dollars.

Over the past five years, City staff along with US Army Corps of Engineers staff have continued to monitor the flood resilience of the flood system at Dubuque. It has been determined that a new pumping station should be constructed to replace the current gates and pumps at the Bee Branch which was originally constructed prior to the federal flood control project. The City was fortunate to be awarded a \$2.5 million EDA grant to offset some of the \$14.5 million in estimated construction costs. The City is also looking to take advantage of the SRF program to fund a portion of the project cost. It has also been determined that burying the "I" wall in South Port would strengthen its resilience.

REQUESTED ACTION

Continued support for funding for Dubuque’s critical flood prevention infrastructure, including \$15 million for new flood wall gates and pump station improvements on Kerper Boulevard at the 16th Street Detention Facility and \$14.7 million to bury and strengthen the South Port “I” wall.

6. INFRASTRUCTURE: BROADBAND & TELECOMMUNICATIONS

a. COMMUNICATIONS

As a member of the National League of Cities (NLC), the United States Conference of Mayors, and the National Association of Telecommunications Officers and Advisors (NATOA), the City of Dubuque joins these organizations in acknowledging that the historic transformation of our communications infrastructure is essential to the economic competitiveness of the local governments, states, and the nation.

Preserve local authority to manage public rights of way for the benefit of everyone.

Maintaining public right of way and ensuring shared use, through partnerships and cooperative agreements, benefit the public, not only with monetary payments, but most importantly a maximum investment in broadband and communications for the benefit of the community. This is a win-win for the community and communications providers to get the needed services to residents and businesses in a timely and economically competitive way.

Protect local authority to establish taxes that are consistent with local needs and maintain adequate revenue.

Local governments recognize and support efforts to modernize the collection and administration of local communications taxes, but in a manner that preserves the ability of local government to impose and collect taxes to fund vital services for its citizens consistent with local values.

Protect and enhance local ability to provide for homeland and hometown security.

Local government's first responders need fully deployed E911, access to spectrum and funding for interoperable communications to protect the public.

Recognize local roles in promoting nondiscriminatory access to the full range of communications services.

Municipalities are helping to bring advanced services to individuals and small businesses. Cities must have the autonomy necessary to encourage competition and infrastructure deployment that will lower prices and improve service quality for their citizens.

REQUESTED ACTION

- Do not nationalize cable and video franchising.
- Protect local governments' ability to facilitate or offer advanced communications services to their citizens.

Local Government Principles for Communications Policy Modernization

We believe that Congress and state and local governments can achieve these goals by embracing the following principles:

- **State and Local Authority**

The City of Dubuque supports a balanced federalist approach that encourages new innovation and technology while preserving appropriate authority for state and local governments to protect their citizens — particularly in relation to public safety and homeland security, promoting local competition, promoting economic development,

taxation, expansion of access to advanced networks, rights-of-way management, and consumer protection.

- **Public Safety**

State and local public safety agencies rely heavily on communications services and systems to protect public safety. In order for states and localities to carry out this mission, it is essential that important obligations, such as 911 and CALEA, be applied to all relevant communications platforms, regardless of technology. States and localities must also have sufficient spectrum and funding to obtain interference-free, interoperable emergency communications. In addition, it is important to preserve and strengthen the ability of state and local government to protect and warn the public through emergency alert systems.

- **Use of public property and right-of-way**

State and local governments are the trustees of public property and must retain the power to manage those assets for the benefit and safety of the community.

- **Municipal Broadband**

State and local governments can play an important role in making advanced services, including broadband services, available to their citizens, based on specific local needs and conditions. Federal policy should promote the rights of local governments that choose to offer those services directly to their citizens.

- **Video Franchising**

The federal government should not preempt or restrict local authority to negotiate mutually beneficial agreements and grant franchises to video providers. Public, educational, and governmental channels are important tools citizens use to participate.

City of Dubuque Supports:

Legislation that preserves and extends municipal government authority to provide communications services to their constituents.

Legislation that overturns the FCC cable franchise order and returns to the local franchising scheme set out in the Cable Communications Policy Act of 1984.

The City of Dubuque opposes a wireless tax moratorium.

Ensuring expanded access to multichannel video programming is an important role of local government.

Ensuring digital equity is achieved addressing inequalities of availability, affordability, and accessibility of technology – specifically high-speed internet.

Net neutrality rules require that internet providers treat all internet traffic equally, outlawing practices like traffic throttling or paying for content to be prioritized.

Expanded Access

States and localities support policies and programs that advance access to communications services and ubiquitous broadband deployment in all areas of the country. Current initiatives that promote universal and affordable access to communications services include the federal and state universal service funds,

the ERate program, Affordable Connectivity Program (ACP,) urban and rural infrastructure support mechanisms, and obligations ensuring equitable cable and broadband deployment.

ACP

Galvanized by the pressure of COVID-19, a bipartisan Congress created the ACP with \$14.2 billion in funding in November 2021. The program provides eligible households a discount on Internet services of up to \$30 per month—and up to \$75 per month on qualifying Tribal lands. It also provides a one-time discount of up to \$100 towards a laptop, desktop, or tablet from participating providers.

Since then, the ACP has helped provide Internet to over 20.5 million American families and veterans. Thanks to the ACP, low-income households can afford the access they need for work, education, healthcare, and democratic engagement in the digital age. The data shows that we are making real progress on the affordable access problem that has plagued the U.S. for over a generation. Broadband connectivity is essential to maximizing educational opportunities, stimulating economic growth, lowering healthcare costs, investing in a skilled workforce, and connecting individuals with their loved ones.

The ACP's funding has expired, relegating those Americans to second-class status again unless Congress steps up to replenish the fund. In addition to availability and accessibility, ACP directly addresses the best known factor contributing to the digital divide—price.

REQUESTED ACTION

Government leadership needs to ensure the ACP's continuation and appreciate the urgency. By extending ACP funding, Congress can ensure the program continues to provide enduring opportunities for all Americans.

Taxation

States and localities should retain full flexibility, as does the federal government, to structure their tax policies in ways that best serves their citizens.

REQUESTED ACTION

Any changes to the collection and administration of communications taxes, including extensions or modifications of the Internet Tax Freedom Act, must preserve local authority to collect revenue consistent with local needs.

Consumer Protection

States and localities are best positioned to respond effectively to a wide variety of consumer concerns, including but not limited to complaints related to service quality and affordability, reliability, deceptive practices, billing practices, privacy, and criminal activity.

Wireless Zoning and Siting

It is essential for local communities to be able to address the expansion of wireless facilities to promote the deployment of advanced communications while also protecting the interests of citizens in safety, sound planning, and aesthetic concerns. Cellular carriers have petitioned the FCC to create new, onerous regulations that would make it more difficult for local governments to carry out their responsibilities in this area. The Communications Act prohibits such FCC regulation. Congress should ensure that the balance struck in federal law is not overturned by agency action.

In 2019 the City established a Small Cell Aesthetics guideline which outlined permit procedures, design standards and location preferences. The goal is to encourage preferred locations, collocation, and maintaining the unique community character and distinct aesthetics using “stealth” techniques and, for our residents, providing advance notification of pending applications. Congress should support the City’s efforts in establishing and implementing such standards for the welfare of all.

Local government strongly endorses promoting competition for all consumers and treating like services alike. The elected leaders of our nation’s cities and counties stand ready and willing to welcome video competition in their communities. Centralizing franchising at the federal or state level, however, limits the benefits of head-to-head video competition to a chosen few, and deprives consumers of important protections.

The FCC

Although the courts have upheld the transparency rule but vacated the no-blocking and no-unreasonable-discrimination rules, there is no guarantee from the FCC of net neutrality. The new arrangement stands to benefit large ISPs immensely while potentially harming small start-ups, entrepreneurs, and consumers especially in locations where providers are limited.

Although there is a disclosure requirement and providers are prevented from engaging in unfair, deceptive, and anticompetitive practices, issues will be handled **after** occurring and providers could bypass unfair practices in the name of “reasonable, network management.”

REQUESTED ACTION

1. States where statewide or state-controlled franchising is currently in place do not see greater or faster video competition deployment than states where it is not.
2. Franchises do not just provide permission to offer video services. They are the core tools local government uses to manage streets and sidewalks, provide for public safety, enhance competition, and collect compensation for private use of public land. Eliminating local franchises deprives local government of the power to perform basic functions.
3. Competition is for everyone. Current national policy implemented through franchises encourages competition throughout the country, not just in urban or suburban areas and not just for the wealthy. In less than ten years, under the current system, broadband service has been made available to 91 percent of all homes passed by cable.
4. Neither Congress nor the FCC should try to manage local streets and sidewalks from Washington. National franchising would abrogate a basic tenet of federalism by granting companies access to locally owned property on federally defined terms.
5. Market factors, not local governments, control the pace of new broadband deployment. Telephone companies have not yet seriously dedicated resources to negotiate franchises in many markets. Potential video competitors require relatively few franchises to implement their announced business plans (for AT&T 1,500-2,000 franchises, for Verizon 100-200 franchises).
6. Restore the FCC’s Spectrum Auction Authority. The FCC is responsible for managing and licensing the electromagnetic spectrum for commercial users and for non-commercial users

including: state, county and local governments. This includes public safety, commercial and non-commercial fixed and mobile wireless services, broadcast television and radio, satellite and other services.

7. Immediate necessity for Congress to reauthorize the FCC's authority to auction spectrum licenses, which is vital for the U.S. to remain competitive in wireless and broadcast services.
8. Development of a long-term strategic spectrum pipeline to meet future demand and maintain U.S. leadership in technological innovation.

Tech Entrepreneurship and Competition.

States and localities benefit from, and support, competition and innovation and technology neutrality. When a fully competitive market does not exist, states and localities must retain the authority to ensure nondiscriminatory access to essential facilities, to prevent incumbents from using market power to stifle competition and innovation, and to maintain consumer safeguards when market forces fail.

There are arguments for and against net neutrality. The City of Dubuque supports efforts for Internet to remain a level playing field for all and the FCC to protect an "open internet." Given Dubuque's focus on small business and innovation, Dubuque would likely be impacted by the anti-competitive risks that come with ending net neutrality more than other Iowa communities.

REQUESTED ACTION

The City supports legislation that would restore net neutrality.

Broadband Acceleration Initiative

In 2016 the City of Dubuque launched its Broadband Acceleration Initiative. Operating primarily in public/private collaborations, the Initiative has been a resounding success by increasing broadband access, capacity, speeds, and competitors. Every business center has redundant high-speed access and a five-year fiber-to-the-home build-out is underway. Recently the City has added a strong equity component to the initiative, beginning with free local Wi-Fi and low-cost access options in our lowest income census tracts. Universal, affordable, high-speed access is the goal, and we are making progress. However, that progress is hampered by outdated governmental data, policies, and funding priorities. We believe that the following Federal

Broadband Initiatives/Efforts are critical to the continued success of Dubuque's Broadband Acceleration Initiative.

REQUESTED ACTION

1. Continued efforts to produce Immediate and accurate revision of FCC broadband access maps. It has been acknowledged by industry and both political parties that these maps, which underly both federal policy and funding decisions on broadband, are outdated, use inaccurate information and are subject to manipulation by incumbent carriers.
2. Until consensus mapping and data is available, uncouple federal broadband funding decisions from the current FCC "targeted service area" calculations. As an example, when using ACS census data, Dubuque shows several lower-income census tracts where 25% to 30% of households reporting no consistent internet access. However, the "TSA" map by the FCC shows no (zero) targeted service areas anywhere in the community of Dubuque.

3. Utilize a definition of “served” areas in the realm of broadband connectivity to include the measures of affordability, availability and accessibility. The problems of available, affordable, and accessible connectivity, in light of a growing number of devices, and capacity to deliver a consistent, usable broadband technology in more densely populated areas are significant factors contributing to the digital inequity that exists among residents.

Provide flexibility for the USDA ReConnect Loan and Grant Fund and other broadband access programs to allow rural and small urban areas (under 100,000 in population) to collaborate on broadband infrastructure and costs. These areas are intimately connected via transportation networks, labor-sheds, power systems, and the like. The ability to scale rural efforts via collaboration with small urban areas would accelerate broadband access to both. From a policy perspective, allow municipalities to treat broadband access as an essential corporate purpose and dissuade state policymakers from creating state level barriers for municipal action on broadband.

b. BROADBAND DATA ACT

The availability of accurate and readily accessible data, consistent collection methods across all carriers/providers and data visualization tools provides a potential means of maintaining an open and fair internet. By guaranteeing comprehensive, quality information on broadband access, bandwidth, and speeds across all delivery methods, will result in an ability for cities to monitor services in our communities. The outcome of this initiative results in an ability to identify and respond to telecommunications equity needs in communities serving those most needing broadband services.

REQUESTED ACTION

Support the FCC must collect and disseminate granular broadband service availability data (broadband maps) from wired, fixed-wireless, satellite, and mobile broadband providers. To do this, the FCC is required to establish the Broadband Serviceable Location Fabric (a dataset of geocoded information for all broadband service locations, atop which broadband maps are overlaid) as the vehicle for reporting broadband service availability data. Additionally, the FCC must put forth specified requirements for service availability data collected from broadband providers, and it must create a challenge process to enable the submission of independent data challenging the accuracy of FCC broadband maps within reasonable windows of time.

7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS

a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP)

Land and water conservation fund has been critical to the development of outdoor recreational opportunities in Dubuque. Past grant awards have funded softball field development for youth and adults, open space development in the area of historically significant places along the Mississippi River, and expansion of the E.B. Lyons Interpretive Center at the Mines of Spain State Recreation Area. Each of these developments has been very important to expansion of outdoor recreation. Increased funding of this program is critical to Dubuque as a partnering source for enhancing outdoor recreation for our citizens which increases the health and well-being of the community.

The Outdoor Recreation Legacy Partnership (ORLP) program awards grants through LWCF supporting development of new parks and renovating outdoor recreation infrastructure in underinvested urban communities. Dubuque has leveraged this program twice for a two-phase redevelopment of Dubuque's Comiskey Park. Phase 1 is complete and has been transformational to the neighborhood, and Phase 2 will complete the project in 2026-27. It is a gamechanger. This funding is critical to the efforts where every person, no matter your zip code, can access quality parks and green spaces.

REQUESTED ACTION

Pass the Outdoors for all Act which could codify the Outdoor Recreation Legacy Partnership Program into law. Increase the overall funding of LWCF and support Land and Water Conservation Fund (LWCF) state assistance program receives 40% of LWCF funding as projects are more expensive every year.

8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES

a. COMBINED COMMUNICATION CENTER

The need for a combined 911 Communications Center and Emergency Operations Center (EOC) has been brought to the forefront of the public safety committee after multiple recent events. The current communications center is undersized for the needs of our increased population and calls for service. The center is unable to expand to meet the increasing demands of the emergency calls and for future technologies. The recent disasters that occurred in Dubuque County and the State of Iowa brought the need for a dedicated emergency operations center to the forefront. The city and county now use the classroom areas of the Dubuque County Firefighters Training Center which is converted as needed to an EOC operation. An extended flooding event along the Mississippi River or any other long-term disaster would tax the resources of the city and county and the current set up would hamper our response to disasters. We are experiencing more major weather events and disasters and we have received eight presidential disaster declarations in the past 18 years. With the recent Pandemic, the Communications Center had to split into two rooms because there was not enough room for the dispatchers to be socially distant from one another due to the small size of the Center. Several call takers had to be moved to another room which caused a slowdown in response times due to not being in the same room. The City's 911 center needs to have room available for expansion. A dedicated EOC will allow local government the ability to enhance response and recovery operations following an event it would also assist us in preparing for planned events that overtax our response capabilities.

REQUESTED ACTION

Assist the City of Dubuque and Dubuque County in identifying funding support for a combined 911 Center/EOC estimated to cost \$16-\$19 million dollars.

b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS

In weighing opportunities for future expansion of fire units, the City must support vital federal programs like the Assistance to Firefighters (AFG) grant program. This program can help the City as it seeks to expand firefighter and paramedic numbers in the future.

REQUESTED ACTION

Support federal efforts to maintain and expand the Assistance to Firefighters (AFG) grant program, including the Staffing for Adequate Fire and Emergency Response program.

c. FIRE STATION CONSTRUCTION GRANTS

Fire Station Construction Grants Act authorizes \$1 billion in fire station construction grants to be administered by FEMA. Specifically, it directs FEMA to establish a grant program to modify, upgrade, and construct fire and EMS department facilities. These grants can be used for:

- Building, rebuilding, or renovating fire and EMS department facilities;
- Upgrading existing facilities to install exhaust emission control systems;
- Installing backup power systems;
- Upgrading or replacing environmental control systems, such as HVAC systems;
- Removing or remediating mold;

- Constructing or modifying living quarters for use by personnel; and
- Upgrading fire and EMS stations or building new stations to meet modern building codes and standards as set by the National Fire Protection Association and International Code Council.

REQUESTED ACTION

Support all congressional efforts to introduce and pass the Fire Station Construction Grants Act to provide funds to the City for the purpose of building new fire and EMS facilities.

d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM

The U.S. Department of Justice's (DOJ) Community Relations Services (CRS) office is the only federal agency dedicated to working with community groups to resolve conflict and prevent hate crimes. DOJ CRS provides facilitation, mediation, training, and consultation services to improve communities' abilities to problem solve and build capacity. New resources are necessary to rebuild trust between local police departments and the communities they serve. CRS could launch a mini-grant program (up to \$20,000 per community) to support facilitated discussions among police departments, civic groups and institutions, and residents, seeking to foster community policing approaches and address racial injustice concerns.

REQUESTED ACTION

Expand the DOJ's Community Relations Services program to \$30 million annually.

9. HOUSING

a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

The City of Dubuque relies on CDBG money to fund many of its vital programs. Projects that are at least partially funded by CDBG include rehabilitation of rental and owner-occupied housing, lead paint hazard abatement, commercial and industrial building rehabilitation and economic development, childcare referral services, credit repair programs, to support operations of several non-profits providing direct services to income-eligible individuals and families, as part of the community development/neighborhood strategy program. CDBG can be used to further weatherization efforts, alternative energy efforts, and other initiatives proposed as separate increases in the budget. Preparing additional rules and regulation for new programs, when the outcomes can be met in existing programs causes duplicative administrative efforts and required funding for those duplicated efforts. Focusing on programs that are established and produce stated outcomes will help decrease the overall budget of the United States.

The CDBG formula funding has never been adjusted for inflation (since the inception of the program in 1974), even though construction costs, wages, and other program costs have escalated sharply in the past four decades. Continued funding of CDBG is needed to provide the flexibility for communities to fund a myriad of activities, fill gaps where needed, and attract additional resources to projects.

At this time, Community Development Block Grant (CDBG) is funded at \$3.3 billion (decreased from \$3.47 in the prior year). CDBG resources create economic opportunity, suitable living environments, and provide decent housing. Nearly ½ of the households in the City of Dubuque are considered at or below moderate income by HUD's standards, meaning CDBG resources impact a significant number of our local community members. We strongly encourage the consideration to increase CDBG funding in FY 2024.

REQUESTED ACTION

The City of Dubuque asks our congressional members to support the U.S. Department of Housing and Urban Development's Community Development Block Grant Program (CDBG) and urge you to appropriate \$3.3 billion in formula funding for the program in FY 2024. CDBG has been critical in meeting the public improvement, public services, economic development, and affordable housing needs in our community. Further, there is great opportunity for this program to support the funding needs of the USEPA Lead and Copper Rule and assist with the replacement or rehabilitation of lead water service lines. The City of Dubuque also requests increased funding for the administration of the federal Housing Choice Voucher Program.

b. MOBILE HOME COMMUNITY PROTECTIONS

Legislation related to mobile homes and mobile home communities was adopted at a time when mobile homes were truly mobile. Today, mobile homes are more stationary than they have been historically. However, Iowa laws have not been updated to reflect this important and highly consequential change. Today, some companies are using current law to their financial benefit and to the detriment of mobile home community residents. These predatory practices are putting vulnerable citizens in financially precarious situations and sometimes in financial jeopardy. Mobile home communities can be a viable choice in Iowa's efforts to create affordable housing opportunities across the state. Therefore, review and reform of current law is vital.

REQUESTED ACTION

- Support the Federal Trade Commission’s proposed rulemaking to promulgate a trade regulation rule entitled “Rule on Unfair or Deceptive Fees,” which would prohibit unfair or deceptive practices relating to fees for goods or services, specifically, misrepresenting the total costs of goods and services by omitting mandatory fees from advertised prices and misrepresenting the nature and purpose of fees. The Commission finds these unfair or deceptive practices relating to fees to be prevalent based on prior enforcement, the comments it received in response to an advance notice of proposed rulemaking, and other information discussed in this proposal. Document: 88 FR 77420, 77420-77485 (66 pages) as part of 16 CFR 464.
- Support passage of the introduced bicameral legislation by U.S. Senators Catherine Cortez Masto (D-Nev.), Jeanne Shaheen (D-N.H.), Tina Smith (D-Minn.), and Jon Tester (D-Mont.) , and Representative Suzanne Bonamici (D-Ore.-01) to help preserve and revitalize manufactured housing communities by making the PRICE program permanent, providing funding for home improvements and neighborhood upgrades for thousands of Americans each year.

c. AFFORDABLE HOUSING AND HOMELESSNESS

Homelessness is increasing across the nation due to increased untreated mental health issues, lack of affordable housing, and inflation. Eviction rates in the City of Dubuque are increasing due to the lack of ability to pay rent. Rents are increasing faster than the cost of living due to a low vacancy rate, which is seen across the nation due to a shortage of housing units.

REQUESTED ACTION

- Support a minimum of \$2.1 billion for HUD’s homeless assistance grants, including at least \$250 million for the Emergency Solutions Grant program.
- Support funding of the National Housing Trust Fund and support a direct allocation to local governments once the funds reach \$1 billion.

d. ANCHOR INSTITUTIONS

ANCHOR institutions, including hospitals and healthcare systems, colleges, universities, and cultural institutions, are driving economic development, job creation, and private investments in the struggling communities they serve. Over the past decade, a national ecosystem of professional associations, foundations, networks, and consultants has evolved to develop and implement anchor institution-centered approaches to produce targeted community benefits. With this national network of resources in place, federal investment could play a key role in catalyzing and supporting the power of anchor institutions to create vibrant communities. America’s cities and towns call for the creation of a new Anchoring Neighborhoods, Communities & Housing to Opportunities for Revitalization (ANCHOR) Institutions Initiative at HUD that would provide \$250,000 strategic planning grants to communities to boost economic development and revitalization in neighborhoods through collaboration with key local anchors. These HUD ANCHOR grants would support a local plan and/or pilot program that aligns shared

interests and leverages partners' respective strengths to promote improvement in key impact areas: affordable housing, educational equity, health and wellness, safe and accessible neighborhoods, healthy nutrition, and workforce development.

REQUESTED ACTION

Create a HUD "ANCHOR Institutions Initiative" \$25 million annually.

e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023

The HELPER Act (*S. 1514 / H.R. 3170*) seeks to amend the National Housing Act to create a tailored mortgage insurance program for first responders and teachers. Senator Marco Rubio (R-FL) introduced the bipartisan bill in the Senate, and it is co-sponsored by Senators Jon Ossoff (D-GA), Sherrod Brown (D-OH), Raphael G. Warnock (D-GA), Robert Menendez (D-NJ), Catherine Cortez Masto (D-NV), Richard Blumenthal (D-CT), Rick Scott (R-FL), Tammy Baldwin (D-WI) and Robert Casey Jr. (D-PA). In the House of Representatives, the bill was introduced by Representatives John Rutherford (FL-04), Al Lawson (FL-05), John Katko (NY-24) and Bonnie Watson Coleman (NJ-12), and it enjoys support from 68 bipartisan co-sponsors. The HELPER Act aims to provide favorable mortgage terms and conditions for eligible first responders, including law enforcement officers, firefighters, paramedics, emergency medical technicians (EMTs) and teachers. By establishing a dedicated mortgage insurance program, the bill eliminates the traditional mortgage down payment requirement and monthly mortgage insurance premiums, which can be substantial barriers to homeownership.

REQUESTED ACTION

Support passage of the *HELPER Act (S. 1514 / H.R. 3170)*

10. ECONOMIC DEVELOPMENT

a. EDA GRANT PROGRAMS

The Economic Development Administration's (EDA) grant programs, which are targeted to Census tracts and regions with economic distress, areas impacted by company closures, energy sector disruptions or major disasters, and federal Opportunity Zones, provide matching funding for public infrastructure, workforce development, entrepreneurship, and economic development projects to leverage private sector investment and create jobs. Between FY2012-FY2018, EDA invested over \$1.9 billion in 4,710 economic development projects, leveraging \$15 in private investment plus 1-to-1 local match for every dollar in EDA funding. A look at 11 years of investments shows that EDA-supported projects generated over 622,000 jobs and \$35 billion in wages and salaries. EDA is funded at approximately \$320 million per year, and Congress provided an additional \$1.5 billion to EDA in the CARES Act to support economic development projects to respond to the COVID downturn. These resources are highly oversubscribed, forcing the EDA to turn down many meritorious projects. As the nation seeks to rebuild from the COVID crisis and support business investment and innovation.

REQUESTED ACTION

Boost, broaden, and expedite the review of EDA grants to \$500 million annually Congress should increase annual grant funding to EDA. EDA should also consider new sectors such as tourism, outdoor recreation, and health as additional program priorities and expedite the processing of grant applications to be more reactive to critical funding needs.

b. FEDERAL HISTORIC TAX CREDITS

The Federal Rehabilitation Tax Credit is the nation's largest federal incentive promoting urban and rural revitalization through private investment in reusing historic buildings. The credit encourages reinvestment in downtowns, generates jobs, and is instrumental in preserving the historic places that give cities, towns, and rural areas their unique character. For every one dollar invested through the Federal Historic Preservation tax credit, five dollars are leveraged from the private sector. The credit is not paid until all the restoration work is complete and approved by the US Department of Interior. Dubuque has seen total improvements valued at \$825 million since 1985 in the downtown, on Main Street and on the riverfront.

The City of Dubuque strongly supports the continuation and expansion of the Federal Historic Tax Credit (HTC), recognizing its transformative impact on revitalizing historic communities and driving economic development. As a city deeply committed to preservation, we align with the advocacy efforts of the National Trust Community Investment Corporation and the National Trust for Historic Preservation in emphasizing the HTC's role as a vital tool for fostering public-private partnerships and enhancing the unique character of our neighborhoods. Historic rehabilitation projects supported by the HTC have catalyzed investment in Dubuque, creating jobs, attracting tourism, and maintaining the integrity of our historic architecture. With the 119th Congress poised to address significant tax policy reforms, we urge lawmakers to protect and improve the HTC, ensuring it remains a strong driver of community revitalization nationwide. Dubuque stands ready to collaborate with national preservation organizations, the Historic Tax Credit Coalition, and advocates nationwide to ensure robust congressional support for this critical program.

Of note: The Historic Tax Credit Coalition is working on a legislative proposal to eliminate the basis reduction requirement for the Historic Tax Credit in its entirety. Experts estimate that making this change would almost entirely make up for the lost value from the new requirement that the credit be taken over five years.

c. NEW MARKET TAX CREDIT PROGRAM

The New Markets Tax Credit program provides a potential financing tool for major economic development projects in Dubuque including the Historic Millwork District restoration and revitalization and the Dubuque Pack site redevelopment. Unfortunately, the program has not benefited rural states and communities in the same manner it has benefited larger metro centers. Expanding and streamlining the program and helping to ensure it is accessible to smaller communities in rural states would benefit the City of Dubuque and its partners in the private sector.

Additionally, the flexibility of the program is desirable, but its accompanying complexity increases legal, accounting, and Community Development Entity (CDE) fees since each project is unique and thus requires extensive planning and oversight to achieve and maintain program compliance. These increased fees reduce the amount of equity available for the project, often rather significantly. Finding ways to streamline the program would benefit projects and communities that make use of this funding tool.

REQUESTED ACTION

Continued support of this important program for urban revitalization and support any opportunities to simplify the program for the end user.

d. CHILDCARE

Access to quality affordable childcare supports our economy by allowing parents to participate fully in the workforce. According to the U.S. Bureau of Labor Statistics, 67% of children under the age of 6 in the United States have all available parents in the workforce, and 60% of children under the age of 5 participated in regular weekly care arrangements prior to COVID-19.

In general, today's childcare model is not sustainable for either the parent or the childcare provider – the cost is too high for parents to afford compared to their wages, and simultaneously the wages for the childcare providers are too low to attract and retain quality employees. Creating supports for both parents and childcare providers bolsters our workforce and helps our employers retain employees with children. COVID-19 has exacerbated this issue.

REQUESTED ACTION

- Increase the amount of pretax dollars that families can place in employer-sponsored dependent care assistance plans (DCAPs), therefore providing families with more options and financial tools to keep up with rising childcare costs.”
- Develop legislation/programs to support increased wages and benefits for childcare providers, including increased funding for Childcare Development Block Grants (CCDBG).

e. EPA BROWNFIELDS PROGRAM

The U.S. Environmental Protection Agency's (EPA) Brownfield & Land Revitalization program has been a bipartisan success for 25+ years, created by President Bill Clinton, authorized with the signature of President George W. Bush, and improved through the BUILD Act enacted by Congress and signed by President Donald Trump in 2018. This EPA program provides grants to support environmental investigations, cleanup, reuse planning, and workforce development to revitalize closed factories, abandoned gas stations, and other contaminated sites. To date the program has helped leverage 180,200 jobs, leveraged \$35 billion in investment, cleaned up 2,261 properties, and helped make 144,000+ acres ready for reuse. EPA provides approximately \$80 million annually in brownfield grants, but many highly ranked applications do not receive funding.

REQUESTED ACTION

Congress should permanently fund the EPA brownfield program at its 2017 authorized level of \$250 million annually, and focus on economic recovery, resiliency, renewable energy, and greenspace.

f. "BUILD BACK PLANNING GRANT" PROGRAM

In 2020, cities and counties across the nation faced unprecedented economic instability, social unrest, public health challenges, and climate impacts, with vulnerable populations bearing the brunt. The year 2021 will mark the start of local efforts to build back. However, COVID-19 and its resulting impacts are likely to have long-term effects on how communities operate. Communities must reconsider key issues for progress such as the relationships between housing, mobility, urban space, digital infrastructure, and public health. Federal agencies must work together to help localities develop forward-looking plans that support their evolution to the "next normal." Furthermore, planning efforts should ensure that America's most vulnerable populations (*e.g.*, minorities, working families, low-income households) are central in local recovery strategies. Community-wealth building approaches must be implemented to produce broadly shared economic prosperity, racial equity, and environmental sustainability. An interagency task force, including the White House Office of Intergovernmental Affairs, EPA, the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Transportation (DOT), the U.S. Department of Agriculture (USDA), the U.S. Department of Health and Human Services (HHS), and other federal agencies, should launch a Build Back Planning program, modeled after the successful joint HUD-EPA-DOT "Interagency Partnership for Sustainable Development" launched by the Obama-Biden Administration in 2009, and its Sustainable Communities Challenge Initiative grant program. The Build Back Planning Grants would provide at least 50 pilot grants of \$500,000 each to align federal resources behind local efforts to chart their post-COVID future and provide opportunities for low-income and minority Americans to build wealth.

REQUESTED ACTION

Establish a new intergovernmental agency "Build Back Planning Grant" program \$25 million annually.

g. ARTS & CULTURE

Arts, culture, the creative economy, and related educational opportunities are powerful forces in our nation's economy. The sector drives tourism and arts-related commerce supports American workers – from graphic and software designers to scholars, architects, artists, performers, and curators - while

inspiring our communities in entrepreneurial efforts. Arts and culture institutions and programs allow Americans to dream of fresh possibilities and to expand their horizons as thinkers and citizens in a world of complex ideas and technologies, as well as to contribute to the cultural legacy of the nation. Access to creativity, the arts, and cultural expression is an inherent good; it also can awaken the potential for a better quality of life and advances efforts to preserve and give voice to diverse cultures. Engagement with the arts and cultural experiences allows Americans to fully realize their creative and imaginative potential rooted in cultural heritage as individuals and as communities. This area of legislative consideration also includes funding and support for nationwide humanities work through federal organizations such as the National Endowment for the Humanities (NEH) which supports the research, education, preservation, and public programs in the humanities.

- In 2022, the arts, culture, and creative economy generated over \$1.1 trillion in economic activity, representing 4.3% of the GDP.-In 2022, non-profit arts and culture organizations and their audiences generated \$151.7 billion in economic activity-\$73.3 billion in spending by the, which leveraged an additional \$78.4 billion in event-related expenditures by their audiences.
- The United States has exported more arts and cultural goods and services than it imported since 2006, including during the Great Recession. The US arts and culture trade surplus increased from \$15.5 billion to \$21 billion between 2021 and 2022.
- The arts and culture sector supported 2.6 million jobs in 2022 and provided \$101 billion in personal income to residents and generated \$29.1 billion in tax revenue to local, state, and federal governments.
- The NEH budget serves as a significant leveraging tool that has helped create an entire industry of locally based small business and jobs that cannot be outsourced. The NEH estimates that its 2024 investment in grantees will include \$110.7 million in support of projects in the humanities and \$78.25 million in awards to NEH's partners.
- \$1 of NEA direct funding leveraging up to \$9 in private and other public funds resulting in \$500 million in matching support.
- A significant percentage of NEA grants go to those who have fewer opportunities to participate in the arts. 42% of Arts Endowment grants take place in high-poverty neighborhoods, and 35% of grants reach low-income audiences of underserved populations. The majority of grants go to small and medium sized organizations (with operating budgets of less than \$2 million).

According to Americans for the Arts' reporting, financial losses as a result of COVID-19 for nonprofit arts and cultural organizations on a national level are an estimated \$17.97 billion, as of July 2021. 99% of producing and presenting organizations cancelled events—a loss of \$557 million admissions and \$17.6 billion in audience spending at local businesses (e.g., restaurants, lodging, retail, parking). The total economic impact of organizational and audience-spending losses is \$6.0 billion in lost government revenue and 1.03 million jobs no longer being supported. Arts organizations, artists, and the broader arts workforce are vital contributors to the nonprofit sector, are essential to the economy, vitality, and wellbeing of the communities they serve, and they must be supported by all forms of relief.

The Dubuque City Council prioritizes arts and culture, identifying access to diverse arts and culture experiences for all as one of eight 2037 goals. In 2015, the Arts & Culture Master Plan was commissioned and funded, with the resulting plan adopted in 2016. Since 2005, the City has provided over \$5.04 million dollars in financial support to Dubuque arts and cultural organizations through direct grant programs that support operations and new projects and a rotating public art program. According to a 2022 Arts & Economic Impact Study conducted by Americans for the Arts, Dubuque's non-profit arts and culture sector in Dubuque generates \$ 70.4 million in annual economic activity, supports 1,527 FTE jobs, generates \$6.7 million in local and state tax revenues, and infuses \$41.6 million in household incomes to local residents.

REQUESTED ACTION

1. Support the administration's FY24 budget request of \$215 million for the National Endowment for the Arts (NEA).
2. Support the administration's FY24 increased funding request of \$4 million for the National Endowment for the Humanities (NEH).
3. Support funding for the Corporation for Public Broadcasting (CPB) at or above FY23 levels.
4. Support the administration's FY24 increased funding request of \$55.5 million for the Institute of Museum and Library Sciences (IMLS).
5. Support increased investment in the Elementary and Secondary Education Act (ESSA) and its Assistance for Arts Education (AAE) program.
6. Fully fund the \$2.2 billion Student Support and Academic Enrichment Grants provisions of ESSA under Title IV, Part A, as well as to make explicit the opportunity for the arts to help achieve the equitable access objectives of Title I and the professional development opportunities for arts educators under Title II.
7. Provide at least \$4 million to the Institute of Education Sciences Fast Response Survey System in Arts Education study and to restore and appropriately fund the arts in the National Assessment of Educational Progress (NAEP).
8. Support the Artist-Museum Partnership Act (H.R.1793) which would allow artist to take income tax deductions for the fair market value of their work when they donate it to charitable collecting institutions and enact S.618/H.R. 1704 and pass the Legacy IRA Act (S.243) to expand and strengthen charitable giving to the nonprofit arts sector.
9. Support inclusion and investment in arts in health programs such as the National Initiative for Arts and Health Across the Military led by Americans for the Arts.
10. Support the collection of federal creative economy legislation under consideration. Through public policy, these seven bills can collectively achieve a stronger creative sector, which would drive economic growth and social cohesion, ensuring a better and more creative life for all:
 - a. **CREATIVE:** Bill number: H.R. 9175, sponsored by Congresswoman Suzanne Bonamici (OR-01) -- The CREATIVE Act expands the National Endowment for the Arts' (NEA) grantmaking capabilities by providing necessary funding to local arts agencies,

nonprofit arts organizations, and other arts related institutions. Further, the bill provides funding to underserved and rural populations by reserving a percentage of NEA grant funding for those respective communities.

- b. **PLACE:** Bill numbers: HR 6569 / S.3560, sponsored: Sen. Brian Schatz (D-HI), Rep. Chellie Pingree (D-ME) -- The Promoting Local Arts and Creative Economy Workforce Act (PLACE Act) bolsters local creative economies and workers in creative industries. It amends existing legislation to include the arts, creates new creative economy grants, and directs funding for creative businesses.
- c. **CREATE:** Bill numbers: HR 6381 / S.3521, sponsors: Sen. Brian Schatz (D-HI), Sen. John Cornyn (R-TX), Rep. Debbi Dingell (D-MI) -- The bi-partisan Comprehensive Resources for Entrepreneurs in the Arts to Transform the Economy Act (CREATE Act) aligns policy to serve those that make our creative economy prosper. It expands SBA and EDA loan programs and integrates creative work into support programs.
- d. **CERA:** Bill numbers: HR 5019 / S. 2858, sponsors: Rep. Teresa Leger Fernández (D-NM), Rep. Jay Obernolte (R-CA), Sen. Ben Luján (D-NM) -- The Creative Economy Revitalization Act (CERA), a bi-partisan workforce bill, authorizes \$300m in grants to pay local creative workers through public creative projects like festivals, performances, public art, narrative gathering from first responders and marginalized communities, and arts education work.
- e. **PATPA:** Bill numbers: HR 4750 / S. 2872, sponsors: Rep. Judy Chu (D-CA), Rep. Vern Buchanan (R-FL), Sen. Mark Warner (D-VA), Sen. Bill Hagerty (R-TN) -- The Performing Arts Tax Parity Act (PATPA), a bi-partisan bill in both the House and the Senate, updates the Qualified Performing Artist tax deduction, modernizing a provision that has been on the books since it was signed into law in the 1980's so that middle-class arts workers can deduct common business expenses.

- 11. Incentivize businesses and local/state governments to put creative workers to work by funding creative jobs, fellowships, residencies and commissions in Federal Departments; invest in arts in K-12, higher, and out-of-school education; pass the WORK Now Act (S.740).
- 12. Support legislation to invest in the country's creative economy and promote economic inclusion; to recognize artists, entrepreneurs, and nonprofit arts organizations as contributors to the small business community; improve and revitalize rural, remote, and underserved areas; and support the creative economy through federal programs and actions. Direct the SBA and other agencies to ensure existing economic development programs and tools encompass the creative economy; ensure inclusion of creative fields in vocational education and training supports; increase comprehensive measurement of the impact of the creative economy on the overall US economy.
- 13. Support legislation and programs that improve the health and well-being of the military and veterans' populations through the arts.

11. PUBLIC HEALTH

a. PUBLIC HEALTH FUNDING

For over 20 years, local public health agencies have been creating, refining, updating, and utilizing their Public Health Emergency Preparedness Response Plans (PHEPRP.) Before and soon after the 9/11 attacks, local public health followed the national initiative of preparing for biological, chemical, radiological, weather, and other public health related disasters and emergencies. Simultaneously, we experienced more and more newly emerging infectious diseases, including HIV/AIDS, resistant TB, MRSA, West Nile, Ebola, Zika, Cyclospora, E. coli 0157:H7, SARS, MERS, H1N1 influenza, Toxic Shock Syndrome and COVID-19. These along with re-emerging outbreaks of diseases we thought we had conquered such as mumps, measles and whooping cough continue to persist along with outbreaks from new sources or ways of spread from pathogens such as crypto sporidia, giardia, salmonella, shigella, and Hantavirus. Congress responded to most of these with limited term, disease specific and preparedness planning funding to states, who in turn funded local health departments and public health agencies through grant processes. As the outbreaks subsided and healthcare learned to treat the infectious diseases the funding was reallocated to other priorities or cut entirely. This reactionary, short term public health funding does not create a system or public health agencies are ready to respond to epidemics and pandemics, climate, and weather-related emergencies etc. in a timely and effective manner.

REQUESTED ACTION

1. Public health requires ongoing funding, education, and resources to prepare for and respond to public health emergencies, including those that happen at the state, local, federal and world levels. A robust national disease data collection and analysis system is needed to prepare for future, outbreaks, epidemics and pandemics.
2. ARPA and CARES money is one-time and specifically for COVID relief. Local public health agencies (LPHAs) need dedicated, reliable, and flexible funding to deliver on their community Health Needs Assessments and Health Improvement Plans (CHNA/HIPs) and address the "social morbidities" of COVID that will be seen for years if not generations to come.
3. Strengthen the Public Health Workforce through increased funding for state and local public health infrastructure. Specifically, by supporting incentives to diversify the public health workforce and increase public health and healthcare training and loan forgiveness programs
4. Support the creation of a \$4.5 billion mandatory fund for core public health infrastructure activities at the CDC and state, local, tribal and territorial public health departments. The Public Health Infrastructure Saves Lives Act would establish this funding to support essential activities such as: disease surveillance, epidemiology, laboratory capacity, all-hazards preparedness and response; policy development and support; communications; community partnership development; and organizational competencies. A reliable, long-term funding stream for these activities is essential for anticipating and responding to future public health emergencies like the COVID-19 pandemic.

b. ACCESS TO HEALTH CARE -CRESCENT COMMUNITY HEALTH CENTER

Community Health Centers (CHC's) across the country have consistently demonstrated the value of the care they provide. Community Health Centers are an affordable and accessible source of primary and preventive health care for nearly 29 million underserved individuals, including 253,000 here in Iowa. In

2022, Crescent served 8,216 patients for a total of 29,177 patient visits seeking medical, dental and behavioral health care.

- Federal grant funding for the Health Center program currently comes from two sources:
 - a. \$1.7 billion in annual discretionary appropriations and
 - b. \$4.0 billion in the Community Health Centers Fund (CHCF).
- The 340B Drug Pricing Program is an essential source of support for Community Health Centers, allowing them to stretch increasingly scarce federal resources and reinvest in patient care. The program allows health centers to purchase outpatient drugs at significantly reduced costs. Health centers pass the savings on to their patients through reduced drug prices and invest additional savings to expand access and improve health outcomes. The 340b program is not funded by taxpayers. Drug manufacturers are required to participate if they are in the Medicaid Drug Rebate Program. Community Health Centers, including Crescent, utilize 5% of the entire 340b program to provide additional services and support to patients, including clinical pharmacy, care coordination and lower prescription drug costs.
- NHSC loan repayment and scholar programs are essential recruitment tools for community Health Centers and must be sustained. In Iowa, more than 50 providers working in CHCs are current recipients of NHSC support or have completed their obligations and chose to continue practicing at CHCs.
- The Affordable Care Act allows millions of Americans expanded healthcare coverage, including coverage of preventative care, a prohibition on discriminating against people with pre-existing conditions, an extension of dependent coverage for adult children up to age 26 and progress in closing the Medicare prescription drug coverage gap.

REQUESTED ACTION

1. We ask that Congress act to ensure the future of the National Health Service Corps. Continue funding for the National Health Service Corps and the Teaching Health Centers Graduate Medical Education programs, both of which support the primary care workforce necessary to serve underserved communities with high-quality integrated care AND consider expanding it to other health care professions i.e., nursing, and those working with special populations.
2. Continue support ensuring access to the 340B program to sustain community health center's essential model of care, providing enhanced services to patients
3. Uphold the Affordable Care Act and expand access to health coverage and services. Support for the Prevention and Public Health Fund, the mandatory fund for public health and prevention activities created by the ACA

c. CLIMATE CHANGE & HEALTH

Climate change and rising temperatures expose more Americans to conditions that result in illness and death due to respiratory illness, heat-related stress, vector-borne disease, wildfires, and extreme weather events. Climate change raises temperatures and makes ozone pollution worse, triggering asthma attacks and permanently damaging and reducing lung function and causing or affecting newly emerging infectious diseases. These maladies fall most heavily on our most vulnerable communities including children, seniors, low-income communities, some communities of color and those with chronic disease.

Efforts to address climate change and reduce greenhouse gases should maximize benefits to health and ensure pollution is cleaned up in all communities, including those near polluting sources that have historically borne a disproportionate burden from air pollution.

REQUESTED ACTION

Increase funding to CDC's Climate and Health Program and support other efforts to address the negative public health impacts of climate change, including the Climate Change Health Protection and Promotion Act. This legislation would require the Department of Health and Human Services to develop a national strategic plan to address the health impacts of climate change and would enhance forecasting and modeling, track environmental and disease data and expand the science base to better understand the relationship between climate change and health outcomes. We strongly support both Congressional and agency action to address climate change by cleaning up major sources of pollution in the power, transportation and other sectors.

d. LEAD POISONING

The toxic legacy of lead still impacts over half a million American children under the age of six every year – causing irreversible damage and robbing them from reaching their full potential. In Iowa Exposure occurs through exposures from air, drinking water, food, contaminated soil, and deteriorating paint. An estimated 1.1 million housing units are among the most at-risk for causing childhood lead poisoning across the US. In Dubuque 42% of Housing was built prior to 1960, indicating a large portion of the housing stock contains lead hazards. Lead poisoning robs children of their ability to thrive and contribute. Young children are particularly vulnerable to lead poisoning because they absorb 4-5 times as much ingested lead as adults from a given source. Lead exposure changes the structure and function of children's developing brains, causing damage that cannot be repaired. Lead exposure leads to poorer academic performance, behavioral health problems and lifelong diminished opportunity.

Dubuque has made tremendous strides in lowering the incidence of lead poisoning by reducing lead paint hazards. However, with the revised Centers for Disease Control and Prevention (CDC) blood lead level of concern (5ug/dL), much more lead hazard reduction and remediation are needed, including addressing lead in water/lead service lines.

REQUESTED ACTION

Support the Lead-Free Future Act of 2019, (HF 4416) a bill that will set standards and increase investment to support lead remediation in housing, drinking water, and soil in pre-1978 residential properties in communities across the country.

12. PLANNING

a. CLIMATE CHANGE

From disaster recovery and hazard mitigation efforts to reducing emissions from transportation and buildings, planners across the country are working hard to protect their communities from climate impacts. But to continue moving the needle on climate action at the local, state, and regional levels, planners need support from the federal level.

Federal policy plays an instrumental role in providing the tools, data, resources, and incentives to help plan for reducing emissions, decarbonizing transportation, bolstering community resiliency, and protecting people from natural hazards.

REQUESTED ACTION

- Introduce legislation with incentives for locally led climate planning
- Establish program and funding guidance for PROTECT, and other transportation resilience and carbon emission programs created in the Bipartisan Infrastructure Law
- Incorporate climate planning in transportation regulations to hit greenhouse gas emission targets
- Fully implement Justice40 and environmental justice mapping initiatives across covered transportation, housing, and energy programs

b. ZONING REFORM

Planning-led zoning reform is key to tackling many of the nation's greatest challenges - especially the housing supply crisis. With the right federal support, zoning reform can increase housing choice, lower housing costs, bolster local economies, address inequities in our communities, and connect people to opportunity.

While planners are leading local changes to zoning and working at the state level to enable reform, the federal government has a pivotal role to play in promoting reform by providing essential data, advancing legislation that removes barriers to more inclusive zoning, and strengthening the connection between zoning, housing, and infrastructure investments.

REQUESTED ACTION

- Fund THUD's PRO Housing program for a second year
- Pass legislation for PRO Housing based on the Housing Supply and Affordability Act to make the program more responsive to the housing supply needs of smaller communities.
- Pass the bipartisan Yes in My Backyard Act to increase understanding of and accountability for regulatory barriers to affordable housing.
- Pass the Build More Housing Near Transit Act to ensure federal agencies take housing and land use into account in evaluating infrastructure grant applications.
- Pass the bipartisan Reducing Regulatory Barriers to Housing Act to make HUD a better policy partner for local zoning reform.

- Provide tools, financing, and resources to help communities with emerging and post-pandemic housing challenges, such as commercial to residential conversions, workforce housing, and missing middle housing production.
- Provide incentives and resources for local reform and capacity building to drive local and regional housing planning in our communities.

c. INFRASTRUCTURE

The recent Bipartisan Infrastructure Law (BIL) promises to invest in new and better planning that helps our communities improve safety, increase transportation options, advance equity, and tackle challenges associated with the climate crisis.

With strong regulatory action and guidance driving its implementation, Congress can deliver on the promise of BIL with planning programs and resources that not only enhance mobility and prosperity, but also advance long-term sustainability and equity.

REQUESTED ACTION

Ensure Bipartisan Infrastructure Law (BIL) programs include both clear rules and funding guidance. Ensure full funding for *Safe Streets for All* and other key BIL programs without annual guaranteed funding. Advance airport land use improvements and establish an urban air mobility framework that prioritizes local and regional planning through the Federal Aviation Administration renewal. Secure further guidance and technical assistance on local infrastructure design and deployment to make electric vehicles a more effective mobility solution.

d. CERTIFIED LOCAL GOVERNMENT PROGRAM

The Certified Local Government (CLG) program was established as part of the National Historic Preservation Act of 1966 to create federal, state, and local governmental partnerships, provide historic preservation training and technical assistance, and encourage preservation and wise use of historic resources at the local level.

In Iowa, the Certified Local Government program is one of the historic preservation offerings of the State Historic Preservation Office, part of the State Historical Society of Iowa, a division of the Iowa Department of Cultural Affairs. To participate in the CLG program, a local government must have a local historic preservation program that complies with CLG program requirements. To qualify for or obtain "certified status", the local government must demonstrate that its local historic preservation program meets certain standards.

For the local government, its staff and Historic Preservation Commission, there are some direct benefits of participating in the CLG program. There is free historic preservation training and technical assistance from the State's historic preservation staff. Participating cities and counties receive a start-up preservation reference library for use in developing and administering the program. Cities and counties in the CLG program qualify for a small, competitive, matching CLG grant program that is open only CLG program participants. These federal pass-through grants can be used to underwrite all historic preservation activities except rehabilitation.

In Iowa, the CLG program has helped cities and counties to develop their local historic preservation programs as a tool to help promote downtown revitalization; to protect, stabilize and revive historic neighborhoods; and to provide an authentic foundation for heritage tourism.

REQUESTED ACTION

The City of Dubuque supports continued federal funding for the Certified Local Government (CLG) Program.

13. SUSTAINABLE & RESILIENT COMMUNITIES

The City of Dubuque identified becoming a more sustainable city as one of its top priorities in 2006. Since then, multiple strategies and practices have been implemented to make Dubuque a more sustainable community. In 2016, the City was honored to be recognized as one of the White House's 16 Climate Action Champions. The City is a member of Climate Communities, ICLEI and the Urban Sustainability Directors Network and joins those organizations in supporting local government action on climate change and resiliency as essential for America to achieve energy independence, renew economic prosperity and preserve biodiversity. We are in the middle of an environmental crisis that most acutely impacts those who are already marginalized and vulnerable. Federal policies must empower local governments with the tools and resources to respond to climate and social challenges. We request your support in achieving the following goals:

- Invest in local climate capacity through annual federal appropriations such as the Storm water and Drinking Water funding and Green Infrastructure programs.
- Build self-reliant communities that are prepared for climate impacts.
- Support community revitalization by enacting legislation that enables basic sustainability principles, such as historic preservation, improved energy efficiency, brownfield redevelopment, and community redevelopment.

Local governments rely on the federal government to regulate in sectors where municipalities cannot. This is especially true for environmental regulation, and we advocate for robust federal environmental protections to bolster local governments' climate efforts.

Inflation Reduction Act

Maintain the Inflation Reduction Act and the funding made available to local governments to pay for clean energy, electric vehicles and green building projects; as well as funding for businesses, residents and non-profits. Specifically maintain tax credits and elective pay provisions and continue the home energy efficiency and electrification rebates.

Weatherization Assistance Program

Dubuque, like communities across the country, is striving to increase equitable access to affordable housing for all residents. Excessive energy costs exacerbate the housing cost burden low-income residents experience. On average, low-income households spend 7.8 percent of annual income on energy services, compared to 3 percent of income for all households. Recognizing the increasing cost of energy and the significant impact this required cost has on low- and moderate-income residents, the City advocates for continued sufficient funding of the Weatherization Assistance Program and that funds be used to invest in home improvements wherever possible. By investing in improvements rather than assisting with energy bills, these funds can be used to fix the root of the problem rather than putting a band-aid on it.

National Energy Planning Policy

The City encourages adoption of a long-term, sustainable national energy policy, addressing decreasing availability of petroleum, energy self-sufficiency, economic competitiveness, greenhouse gas emissions, environmental protection, and social equity. This policy should recognize and separate the long-term development of replacement and alternative energy sources from short-term fluctuations in market

prices for energy. This policy should also recognize the impact that energy-efficient land use patterns, building design, and transportation modalities have on the demand for energy.

Data and Measurement

The City recognizes the importance of easy, consistent, and affordable access to energy data at the community level as an integral component of energy, sustainability, healthy communities, and community planning. We advocate for transparent data processes that allow communities to review utility data while also ensuring adequate data security and privacy.

PACE Financing

We encourage federal and state legislation supporting Property Assessed Clean Energy (PACE) financing so that the costs associated with energy efficiency improvements can be shared by the property owners who experience the benefits of those improvements.

Environmental Justice

We support state and federal efforts in striving to attain environmental equity and justice with regard to the siting of energy facilities, resource extraction, energy generation, distribution infrastructure, and energy-related waste disposal.

Distributed Energy Generation

The City supports distributed energy generation systems that utilize community energy generation and "smart grid" public infrastructure that supports both conservation and energy efficiency.

Smart Grid Technology

We support modernization of the nation's electrical grid that will allow for the efficient integration of innovative technologies such as renewable energy systems and electric vehicles and makes it possible to offer dynamic electricity pricing options that can reduce strain on the grid while benefitting consumers. Advances in metering technology also create opportunities to provide consumers with access to more information about their electricity usage and costs, which can inform their decisions about energy consumption.

Research and Development

The City recognizes that in the short-term, oil, coal, and natural gas will continue to be significant sources of energy for the United States and other nations until other forms of energy can be developed at a scale to adequately replace the world's reliance on fossil fuels. Therefore, continued focused research and development in improving the efficient use of these sources while reducing the environmental costs must be a high priority for the United States. We support expanded research and development funding and efforts to create and improve alternative and renewable energy sources and the development of energy transition scenarios for use by local officials and the general public.

14. INDIAN GAMING REGULATIONS

The City is concerned about the uncontrolled growth of Indian Casinos on off premises (reservation) lands. The City supports legislation that places safeguards on the growth of Indian casinos.

REQUESTED ACTION

1. Rewrite Section 20 of the Indian Gaming Regulatory Act (IGRA), which authorizes reservation shopping. This means that under no circumstances can a tribe that already has land in trust acquire more land that is not contiguous to its reservation and use it for gaming. This will put a permanent end to reservation shopping.
2. Give local communities a seat at the table during the process to mitigate impacts of casinos proposed by newly recognized or restored tribes. This means the tribe and local community must enter into a memorandum of understanding where the tribe must pay the community for mitigation of direct effects of the casino on infrastructure and services like transportation and public safety.
3. Ban any attempts to establish off-reservation casinos outside of the state where the tribe presently resides.
4. Allow States to regulate Fantasy Sports and internet gambling.

15. EQUITY

The City of Dubuque's Imagine Dubuque Comprehensive Plan is premised in the three legs of sustainability – having a viable, livable, and equitable community. As the plan notes, “[a]n equitable community is welcoming, fair, and just with the opportunity for people to have the realistic hope of achieving their goals.” Yet locally, regionally, and nationally we continue to see the continuing effects of historical discrimination against African Americans and additional communities of color. Across all indicators of wellbeing – health, education, employment, housing, criminal justice – race can still be used as a predictor of negative life outcomes in the aggregate. The City is a member of the Government Alliance on Race and Equity and joins communities across the nation in supporting local government action on advancing equity, leading with race. Federal policies must empower local governments with the tools and resources to advance racial equity. We request your support through the following legislative actions.

a. MANDATORY MINIMUM SENTENCING

Mandatory minimum sentences are punishments ordered by judges with terms set by Congress to those who have been convicted of crime; they dictate that certain crimes require, by law, a set amount of time in prison. Mandatory minimum sentencing laws effectively strip judges of their authority to take the circumstances of a crime into account and shift sentencing power to prosecutors who often use the threat of these laws to intimidate defendants into pleading guilty in order to receive a reduced sentence (Written Submission of the American Civil Liberties Union on Racial Disparities in Sentencing, 2014). In theory, mandatory minimum sentencing laws are “race neutral” and should affect everyone who has been convicted of a crime equally regardless of race. In practice, however, this is very much not the case. Judges are more likely to levy heavier sentences against people of color in general than they are against whites, while federal prosecutors are over *twice* as likely to charge black defendants with offenses that carry a mandatory minimum than white defendants (Report to the United Nations on Racial Disparities in the U.S. Criminal Justice System, 2018).

REQUESTED ACTION

Support striking mandatory minimum sentencing provisions, allowing judges to apply the federal sentencing guidelines with individualized reviews that take facts into consideration in determining the appropriate sentence.

b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS

The Earned Income Tax Credit (EITC) and Child Tax Credit (CTC) are useful antipoverty measures that still leave too many people out. In the case of the EITC, the beneficiaries are largely families with dependent children. Childless adults generally find that their EITC is severely inadequate compared to families with children; childless adults receive an average of \$219 in EITC compared to adults with children who receive several thousand more depending on the number of qualifying children (Williams, 2019). The result is that over 5 million Americans are unable to escape poverty or are further impoverished. As for the CTC, although it was increased by \$1000 for each child, the 2017 tax law that changed it excluded tens of millions of working families getting the full increase (Marr, Huang, & Palacios, 2020). Expanding the EITC for childless adults would lift an estimated 5 million Americans out of poverty (Marr & Huang, Childless Adults Are Lone Group Taxed Into Poverty, 2020). Making the CTC fully refundable would have similar effects for over 27 million children from low-income families (Marr, Hingtgen, Arloc, Windham, & Cox, 2020). For tax year 2021, the EITC has been made more generous on a temporary basis. These changes should be made permanent and expanded even further.

REQUESTED ACTION

Support legislation to permanently expand the Earned Income Tax Credit and/or the Child Tax Credit.

c. INCREASE THE FEDERAL MINIMUM WAGE

At \$7.25 an hour, the federal minimum wage has not changed since 2009. Because it has not received any adjustments since that time, the buying power of a minimum wage job has decreased drastically over the years to the point where the federal minimum wage of \$7.25 was worth 10% less in 2014 than it was in 2009 (Cooper, Raising the Minimum Wage to \$12 by 2020 Would Lift Wages for 35 Million American Workers, 2015). The current wage is not enough to support working families. An individual working 40 hours a week would only make \$15,000 a year and put them \$11,200 below the poverty threshold for a family of four (Poverty Guidelines, 2020). Raising the minimum wage would lift over 4 million people out of poverty and would result in tens of millions more getting a wage increase (Cooper, Raising the Minimum Wage to \$12 by 2020 Would Lift Wages for 35 Million American Workers, 2015). According to David Cooper (2019) of the Economic Policy Institute, gradually raising the minimum wage to \$15 would increase the buying power of minimum wage jobs and would lead to greater wage equality between low and middle wage workers as well as lift wages for 33.5 million workers.

REQUESTED ACTION

Support legislation to gradually raise the minimum wage to \$12 an hour or more.

d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON

Inmates who learn trades in prison often have difficulty in finding employment when they leave, partially because they have been prevented from getting the licenses, they need to work certain jobs. While inmates may learn useful skills and receive training in prison programs, they are effectively banned from getting a license when they leave. This has far-reaching ripple effects on other issues, such as housing, for ex-offenders. If they are unable to attain steady employment, ex-offenders are much less likely to be able to access housing services. In turn, this can lead to homelessness and a host of additional economic implications.

REQUESTED ACTION

Support legislation that places restrictions on the use of criminal records to disqualify individuals from receiving occupational licenses for jobs such as hairdressers, taxi drivers, trades learned in prison, etc.

e. REAUTHORIZE THE VOTING RIGHTS ACT

In 2013, the Supreme Court gutted Section 5 of the Voting Rights Act, which mandated that jurisdictions with histories of discriminatory voter-suppression practices be precleared before they could pass new voting laws. Much of the court's opinion was premised in the rationale that the mechanisms from the original Voting Rights Act were outdated, with Justice Roberts noting that "While any racial discrimination in voting is too much, Congress must ensure that the legislation it passes to remedy that problem speaks to the current conditions." In the immediate aftermath of the court's decision, 8 states implemented voter-suppression laws and made it harder for people to vote. By 2016, 17 states had passed some form of voting restriction. These new restrictions included requiring a photo ID in order to vote, ending same-

day registration, shortening early voting, and closing down polling places in minority communities. Restrictive voting measures at the state level have only increased in the wake of false claims that the 2020 election was marred by widespread voter fraud – claims that have been rejected by numerous courts and state election officials. See [Brennan Center for Justice](#)

REQUESTED ACTION

Support legislation to amend the Voting Rights Act to modernize the formula that determines which jurisdictions have shown patterns of discriminatory voter-suppression practices, mandate that all voting changes must be announced in public half-a-year before an election, expand the federal government’s authority to send observers to the polls, modernize voter registration with automatic, online, and same-day voter registration, restore voting rights to the previously incarcerated after they complete their sentence, restrict the ability to purge voters from the rolls, reform campaign finance transparency and strength FEC oversight, reform redistricting with independent commissions, standardized criteria and transparency.

f. TUITION ASSISTANCE FOR EX-OFFENDERS

Students with drug convictions will find that they must complete a drug rehabilitation program or pass random drug tests in order to receive aid from the Free Application for Federal Student Aid (FAFSA) (Leonhardt, 2019). Beyond that, students who were convicted of drug possession will be ineligible for aid for an entire year; an additional drug possession conviction adds another year of ineligibility, and a third drug possession conviction permanently prevents them from receiving aid through FAFSA. According to Betsy Pearl of the Center for American Progress, “One-fifth of the incarcerated population—or 456,000 individuals—is serving time for a drug charge. Another 1.15 million people are on probation and parole for drug-related offenses” (Pearl, 2018). Moreover, black people are more likely to be arrested, convicted, and serve longer sentences than white people for similar crimes. Marijuana possession charges are particularly problematic, as black people are almost eight times as likely to be arrested as white people despite roughly equal usage rates. Removing existing financial aid restrictions on individuals with drug convictions would make college viable for hundreds of thousands of people.

REQUESTED ACTION

Support legislation that repeals provisions that prevent individuals with drug convictions from receiving financial aid through FAFSA or, at a minimum, support legislation that allows a student who is convicted of a drug offense involving marijuana possession, without the intent to distribute, to resume or retain federal student aid eligibility while completing a drug rehabilitation program.

g. FULLY FUND HOUSING CHOICE VOUCHER PROGRAM BASED ON ACTUAL NEED

Ensuring safe, affordable housing is the most cost-effective strategy for reducing childhood poverty, increasing economic mobility, and lifting people out of poverty. U.S. housing costs have been rising faster than incomes for some time. According to the Out of Reach Report, affordable rent for a two-bedroom apartment in Dubuque requires an hourly wage of \$15.75. Nearly one-third of all Dubuque households are cost burdened, with 1 in 4 renters spending more than 50% of their income on housing costs. Families of color, single mother households, the elderly, and people with disabilities are disproportionately cost burdened. There are approximately 5300 families who would meet income eligibility for vouchers but

currently there is a budget for only about 900 families (16% of those eligible) and only 796 are being served. This is a national problem with only 23% of eligible renter households actually receiving a voucher.

REQUESTED ACTION

Support legislation that fully funds housing choice vouchers at the level of community need. Alternatively, support a legislative rider to the funding bill that restores Dubuque's funding levels to those that were in place prior to the reduction in vouchers to 900.

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE:	Request to Change the Scope of Homeowner Assistance Programs Funded by Water Operating Budget
SUMMARY:	City Manager recommending City Council approval to combine and revise the scope of the homeowner assistance programs offered by the Water Department, and to proceed with the implementation of the Leaking Lead Service Line Replacement Program, as outlined in the attached document.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Leaking Lead Service Line Program Request MVM Memo 12.16.2024
3. Leaking Lead Service Line Replacement Program 01.06.2025

TO: The Honorable Mayor and City Council Members

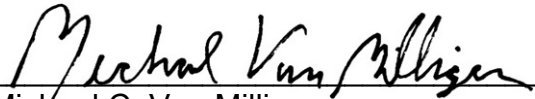
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request to Change the Scope of Homeowner Assistance Programs
Funded by Water Operating Budget

DATE: December 19, 2024

Water Department Director Christopher Lester is recommending City Council approval to combine and revise the scope of the homeowner assistance programs offered by the Water Department, and to proceed with the implementation of the Leaking Lead Service Line Replacement Program, as outlined in the attached document.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Carl Plumley, Water Distribution Supervisor
Darrin Homb, Lead Distribution Maintenance Worker
Deb Searles, Confidential Account Clerk

TO: Micheal C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

SUBJECT: Request to Change the Scope of Homeowner Assistance Programs Funded by Water Operating Budget

DATE: December 16, 2024

INTRODUCTION

This memorandum requests review and approval to combine and revise the scope of the homeowner assistance programs offered by the Water Department for the replacement of damaged or leaking lead service lines.

BACKGROUND

The Water Department's annual operating budget includes \$35,000 allocated for homeowner assistance programs aimed at replacing lead water service lines impacted by resiliency infrastructure projects or improving water services, by means such as replacement. These programs previously provided zero-interest, three-year forgivable loans and deferred payment loans for residents earning up to 80% of the area median income, with assistance of up to \$4,999 per household. These programs were originally managed by the Housing & Community Development Department but have since been transferred back to the Water Department for administration.

DISCUSSION

As awareness of the City of Dubuque's Private Lead Service Line Replacement Pilot Program increases, Water Department staff have observed a rise in requests for assistance with lead service line replacements. In response, the Water Department has drafted a new Leaking Lead Service Line Replacement Program. This program will provide a forgivable grant of up to \$4,999 to eligible residents who are pre-approved to replace a verified lead service line. The grant payment will be made after Water Department staff have verified that the line has been replaced with copper piping and confirm that the interior plumbing meets the requirements outlined in City Ordinance 14-1H-1. The program was reviewed by Barry Lindahl from the Legal Department, who found no legal issues with offering a forgivable grant, recognizing it as a legitimate public purpose. Additionally, Water Department staff received income verification training from Madeline Haverland, Urban Development & Housing Rehabilitation Project Manager with the Housing and Community Development Department, enabling them to administer the program effectively within the Water Department.

BUDGET IMPACT

The Fiscal Year 2025 Operating Budget includes \$35,000 in available funding under account 600-42-0000-81-810-4231-00-01-64135 Leak Repair Grant. This funding can provide assistance for up to seven (7) lead service line replacements this fiscal year and each fiscal year funding is made available going forward.

REQUEST

I respectfully request your review and approval to combine and revise the scope of the homeowner assistance programs offered by the Water Department, and to proceed with the implementation of the Leaking Lead Service Line Replacement Program, as outlined in the attached document.

Attachment: Leaking Lead Service Line Program

cc: Jennifer Larson, Chief Financial Officer
Carl Plumley, Water Distribution Supervisor
Darrin Homb, Lead Distribution Maintenance Worker
Deb Searles, Confidential Account Clerk

LEAKING LEAD SERVICE LINE REPLACEMENT PROGRAM

This program provides a forgivable grant to homeowners to assist with the **replacement** of a leaking lead service line that has been confirmed by City of Dubuque Water Department staff. This program is designed to assist income-qualified homeowners mitigate hazards to health, safety, and violations of City Ordinance that need immediate attention.

Requirements

1. Location
 - Any owner-occupied single-family or duplex home, within the City of Dubuque.
2. Income
 - A household is eligible if total household income does not exceed 80% of area median income, adjusted for family size, as follows:

<u>Household Size</u>	<u>Income Max.</u>	<u>Household Size</u>	<u>Income Max.</u>
1	\$51,900	5	\$80,050
2	\$59,300	6	\$86,000
3	\$66,700	7	\$91,900
4	\$74,100	8	\$97,850
3. Terms
 - This is a forgivable grant.
 - Grants are awarded based on available funding.
 - Reimbursement must be obtained **prior to** replacement of lead service line.
 - New service line material must be copper, and interior plumbing must be brought up to code per City Ordinance 14-1H-1.
 - Payment is subject to in-home verification of replacement by City of Dubuque Water Department staff.
4. Loan Amounts
 - A maximum of \$4,999 may be awarded per dwelling.
5. Eligible Costs
 - Excavation, plumber and plumbing materials, permits and tapping fees and restoration of are eligible costs.

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE:	Finance Department Request for Full-Time Budget/Financial Accounting Analyst Position
SUMMARY:	City Manager recommending approval to add a full-time budget/financial accounting analyst position.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Finance Department Budget Financial Accounting Analyst Recommendation_MVM Memo_2024_12_19
2. Finance Budget Financial Accounting Analyst Recommendation_Staff Memo_2024_12_21

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Finance Department Request for Full-Time Budget/Financial Accounting Analyst Position

DATE: December 19, 2024

Chief Financial Officer Jennifer Larson is recommending approval to add a full-time budget/financial accounting analyst position. The full-time budget/financial accounting analyst will support the Finance Manager with audit processes, reporting, and alleviate the growing workload pressures. This change would increase the Finance Department personnel complement by 1.00 full-time equivalent.

The estimated cost increase includes a recurring cost of \$50,055 for Fiscal Year 2025 for six months which would be funded by the Fiscal Year 2025 unbudgeted interest revenue. In Fiscal Year 2026, the twelve-month cost of \$100,109 would be funded two-thirds from Fiscal Year 2025 unbudgeted interest revenue and one-third from the general fund. In Fiscal year 2027, one-third would be funded from the Fiscal Year 2025 unbudgeted interest revenue and two-thirds from the general fund. In Fiscal Year 2028, full funding would be from the general fund.

I concur with the recommendation and respectfully request Mayor and City Council approval.



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jenny Larson, Chief Financial Officer
Shelley Stickfort, Human Resources Director
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Chief Financial Officer
SUBJECT: Request for Budget/Financial Accounting Analyst Position
DATE: December 21, 2024

INTRODUCTION

The purpose of this memorandum is to provide a Finance Department needs assessment and to propose potential solutions to address critical gaps and increasing demands in the department.

BACKGROUND

The recent discussion regarding the Banking Services award has underlined significant capacity issues within the Finance Department, despite the majority of the Enterprise Resource Planning (ERP) financial system's implementation being complete.

DISCUSSION

Several organizational changes and external factors have contributed to the heightened workload within the Finance Department:

Payroll and Compensation Responsibilities

In March 2024, the City implemented a new payroll system, which significantly expanded the Finance Department's role in payroll processing and oversight. This adjustment has resulted in a heavier workload, particularly for the Finance Manager, who now oversees payroll audits and resolves departmental payroll issues. Furthermore, the Finance Department now manages wage plan updates and collective bargaining cost calculations, adding to our responsibilities.

Audit Management

Transitioning to Mauldin & Jenkins for audit services creates a need for staff to spend more time on the transition. The Finance Manager's role has expanded to ensure compliance with new Governmental Accounting Standards each year, creating additional resource demands. Implementations of standards such as GASB Statement No. 87 (Leases) and GASB Statement No. 96 (Subscription-Based Technology Arrangements) have required substantial staff time for research and implementation. The upcoming GASB Statement No. 103 (Financial Reporting Model Improvements) will further impact financial reporting components.

Key Staffing Changes

Over the last ten years, the Finance Department has faced considerable pressure from the turnover of key staff in departments. Many new key staff in departments need to be brought up to speed with existing financial policies. Although Finance/Budget staff provide training for new personnel in other city departments and conduct annual comprehensive training, competing priorities often impede detailed engagement with financial matters.

Budget

The turnover among key staff in departments has contributed to inefficiencies in the budget preparation process. The resulting knowledge gaps prolong completion times and require Budget Financial Analysts to work additional hours, which can lead to further turnover in that position.

Safety Program

In 2021, the Finance Department assumed responsibility for the organization-wide safety program, with the Purchasing and Risk Manager chairing the Safety Committee. The responsibilities include developing safety manuals, performing safety audits, enforcing safety regulations, and conducting committee meetings.

Legislation

Ongoing discussions surrounding Iowa property tax reform and TIF reform have necessitated increased analytical efforts from Finance staff, leading to additional workload pressures.

Request for Proposals

Periodically, Finance staff must issue requests for proposals (RFPs) for services such as software, banking services, financial advisory services, investment management, custodial management, and outsourced printing. It is vital that the Finance Department has adequate staffing to issue and review comprehensive RFPs effectively.

REQUEST

Considering these challenges, I propose the addition of a Budget/Financial Accounting Analyst Position. This role will support the Finance Manager with audit processes, reporting, and alleviate the growing workload pressures. This position is classified as GE-34A, with an annual salary range of \$69,778.80 - \$91,313.04.

Funding Plan:

- In FY 25: \$50,055 from FY25 unbudgeted interest revenue.
- In FY 26: Two-thirds (\$67,073) from FY25 unbudgeted interest revenue and one-third (\$33,036) from the general fund.
- In FY 27: One-third (\$33,036) from FY25 unbudgeted interest revenue and two-thirds (\$67,073) from the general fund.
- In FY 28: Full funding from the general fund.

Adding this position will not only distribute the workload more effectively but also enhance the overall operational efficiency and effectiveness of the Finance Department, enabling the City to better manage its financial responsibilities.

City of Dubuque
City Council

CONSENT ITEMS # 8.

ITEM TITLE:	Signed Contract(s)
SUMMARY:	CDB Utility Contractors for the Park Hill Fiber Optic Path; CDB Utility Contractors for the Shallow Well Field Fiber Optic Path; Conlon Construction Co. for the Iowa Amphitheater at Schmitt Island Bid Package 2; Racom for the SCADA Security Camera System Upgrade Project 2024.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

- 1. Iowa Amphitheater on Schmitt Island Bid Pkg 2 Signed Contract
- 2. Shallow Well Field Fiber Optic Path
- 3. SCADA Security Camera System Upgrade Project 2024
- 4. Park Hill Fiber Optic Path

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 17th day of December in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Dubuque
50 W. 13th Street, Dubuque, IA 52001
PH: 563.589.1734

and the Contractor:
(Name, legal status, address and other information)

Conlon Construction Co.
501 Bell Street, Suite 402, Dubuque, IA 52001
PH: 563.583.2162

for the following Project:
(Name, location and detailed description)

Iowa Amphitheater at Schmitt Island
Bid Package 2: Utilities, Paving & Amphitheater Stage

The Architect:
(Name, legal status, address and other information)

RDG Planning & Design, Inc. (R3002.227.01)
301 Grand Avenue, Des Moines, IA 50309
515.288.3141

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than (not applicable) (N/A) calendar days from the date of commencement of the Work.

☒ By the following date: December 19, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<u>Water, Sanitary Utilities, and intermediate foundations</u>	<u>April 1, 2025</u>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Million, Two Hundred and Seventy-Three Thousand, Five Hundred and Thirty-Eight Dollars (\$9,273,538.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>Alternate 1 = Entrance Cut Walls</u>	<u>\$657,238</u>
<u>Alternate 2 = Parking Lot Enhancements</u>	<u>\$335,400</u>
<u>Alternate 3 = Decomposed Granit Pathways</u>	<u>\$38,300</u>
<u>Alternate 4 = Replace Seeding with Sod</u>	<u>\$38,100</u>
<u>Alternate 7 = Concrete Pavement Reinforcing</u>	<u>\$35,500</u>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
<u>Alternate 5 = Stage Rigging</u>		
<u>Alternate 6 = Drum Lighting</u>		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity Included in Lump Sum Base Bid</u>	<u>Unit</u>	<u>Add / Deduct</u>	<u>Bid Unit Price</u>	<u>Total Bid Price Included in Lump Sum Base Bid</u>
<u>1</u>	<u>Maintenance Building</u>	<u>1</u>	<u>LUMP SUM</u>	<u>Add (Required)</u>	<u>\$450,000</u>	<u>\$450,000</u>
<u>2</u>	<u>IDOT Gradation No. 14, Section No. 4123 Modified Subbase</u>	<u>500</u>	<u>TONS</u>	<u>Add (Required)</u>	<u>\$25.00</u>	<u>\$12,500</u>
<u>3</u>	<u>Concrete-Filled Steel Pipe Piles</u>	<u>6,160</u>	<u>LINEAR FEET</u>	<u>Add (Required)</u>	<u>\$68.40</u>	<u>\$421,344</u>
<u>4</u>	<u>Remove Topsoil from Site</u>	<u>1,500</u>	<u>CUBIC YARDS</u>	<u>Add</u>	<u>\$10</u>	<u>\$15,000</u>
<u>5</u>	<u>Remove Fill from Site</u>	<u>1,000</u>	<u>CUBIC YARDS</u>	<u>Add</u>	<u>\$11</u>	<u>\$11,000</u>

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item
Not applicable.

Units and Limitations
Not applicable.

Price per Unit (\$0.00)
Not applicable.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

In accordance with Section 9.11 of AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not applicable.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not applicable.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ Wednesday before the last Tuesday of the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than on or before the 1st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not applicable.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not applicable.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Not applicable.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Within 30 days of Acceptance of the Public Improvement Contract by Dubuque City Council.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

 % In accordance with Iowa Code 573.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not applicable.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not applicable.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nathan Steffen, PE
Civil Engineer I, Engineering Department
City Hall
50 W. 13th Street, Dubuque, IA 52001
PH: 563.589.1734

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Matthew Mulligan
Conlon Construction Co.
501 Bell Street, Suite 402, Dubuque, IA 52001
PH: 563.583.2162

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not applicable.

§ 8.7 Other provisions:

Not applicable.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

Not applicable.

- .5 Drawings

See Exhibit B.

- .6 Specifications

See Exhibit C.

- .7 Addenda, if any:

Number	Date	Pages
<u>01</u>	<u>11/21/2024</u>	<u>32</u>
<u>02</u>	<u>11/26/2024</u>	<u>44</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Not applicable.

- ☐ The Sustainability Plan:

Title	Date	Pages
<u>Not applicable.</u>	<u>Not applicable.</u>	<u>Not applicable.</u>

- ☐ Supplementary and other Conditions of the Contract:

Not Applicable.

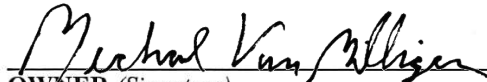
Document	Title	Date	Pages
<u>Not applicable.</u>	<u>Not applicable.</u>	<u>Not applicable.</u>	<u>Not applicable.</u>

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Insurance Schedule F – City of Dubuque Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub-Subcontractors (attached as Exhibit A).

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Michael C. Van Milligen, City Manager
(Printed name and title)


CONTRACTOR (Signature)

Matthew Madsen, President
(Printed name and title)

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00 61 13.01

KNOW ALL BY THESE PRESENTS:

That we Conlon Construction Co., as Principal (hereinafter the "Contractor" or "Principal") and Fidelity and Deposit Company of Maryland, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Nine million, two hundred seventy-three thousand five hundred thirty-eight dollars and zero cents (\$ 9,273,538.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 17th of December, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for Iowa Amphitheater at Schmitt Island, Bid Package 2: Amphitheater Site Development Project detail the following described improvements:

The project includes the construction of a tensile fabric canopy, site paving, site lighting, building structures, fencing, landscaping, deep foundations, cast in place concrete, utility work and additional constructed elements.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the

Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 5575000022

Witness our hands, in triplicate, this 19th day of December, 2024.

SURETY COUNTERSIGNED BY:

Not Required

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Conlon Construction Co.

Contractor

By: Matthew Mulligan
Signature

MATTHEW MULLIGAN
Printed Name

PRESIDENT
Title

FORM APPROVED BY:

Michael Van Allen
Representative for Owner

SURETY:

Fidelity and Deposit Company of Maryland

Surety Company

By: Sara Huston
Signature Attorney-in-Fact Officer

Sara Huston, Attorney-in-Fact & IA Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Craig E. HANSEN, Dione R. YOUNG, Jay D. FREIERMUTH, Brian M. DEIMERLY, Anne CROWNER, Mark R. DEWITT, Timothy MCCULLOH, Cindy BENNETT, John CORD, Ginger HOKE, Seth ROOKER, Kate ZANDERS, Sara HUSTON, Keeton WELCH, Taylor P. FOGLE, of Dallas, Texas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

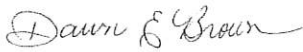
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of July, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Thomas O. McClellan*
Vice President



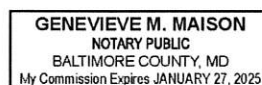
By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 10th day of July, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of December, 2024.

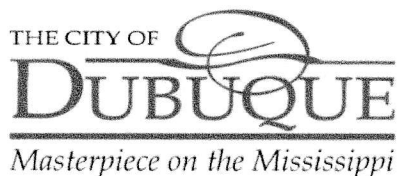


Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



City of Dubuque
Engineering Dept.
50. W. 13th Street
Dubuque, IA 52001
(563) 589-4270

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

CDB Utility Contractors

(Vendor) of the City of

(Vendor Name)

11029 136th Street Davenport, IA 52804

(Vendor Address - City and State)

PROJECT TITLE: SHALLOW WELL FIELD FIBER OPTIC PATH

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):
Install fiber duct from a fiber vault at the intersection of Hawthorne St and Kerper Blvd. to
The shallow well field building in A.Y. McDonald Park

The work described above shall be completed at the following location(s):
1902 Hawthorne Street. Dubuque, IA 52001 to the Shallow Well Field at A.Y. McDonald
Park

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
December 31 2025
(DATE)
7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.
9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.
10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT \$ \$25,735

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF 0 % OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/01/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

CDB UTILITY CONTRACTORS
Company Name
By: Jeff Hensley 12/30/24
Signature Date
JEFF HENSLEY
Printed Name
SR PROJECT MANAGER
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: Jeff Hensley 12/30/24
Signature Date
JEFF HENSLEY
Printed Name
SR PROJECT MANAGER
Title

[illegible]



City of Dubuque
Engineering Dept.
50. W. 13th Street
Dubuque, IA 52001
(563) 589-4270

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Racom (Vendor) of the City of
(Vendor Name)

201 West State St. Marshalltown, IA 50158

(Vendor Address - City and State)

PROJECT TITLE: SCADA SECURITY CAMERA SYSTEM UPGRADE PROJECT 2024

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):
RACOM to provision setup and install server, create views and provision users for security
Camera system.

The work described above shall be completed at the following location(s):
1902 Hawthorne Street. Dubuque, IA 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
December 31 2025
(DATE)
7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.
9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.
10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor’s Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT \$ \$64,215.66

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF 0 % OF THE ABOVE LISTED ESTIMATED AMOUNT

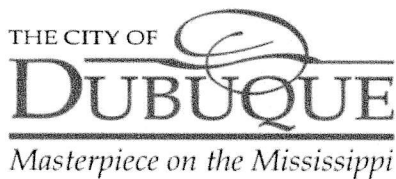
CITY OF DUBUQUE, IOWA
By: Michael Van Milligen 01/01/2025
Michael C. Van Milligen Date
City Manager

VENDOR:
RACOM Corporation
Company Name
By: Alec Metz 12/30/2024
Signature Date
Alec Metz
Printed Name
Service Manager
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:
By: Alec Metz 12/30/2024
Signature Date
Alec Metz
Printed Name
Service Manager
Title

The following Special Conditions shall apply to this Project:

NO CAMERA INSTALLATION LABOR INCLUDED. CAMERAS TO BE INSTALLED BY MIKE REINERT, WATER DEPARTMENT STAFF.



City of Dubuque
Engineering Dept.
50. W. 13th Street
Dubuque, IA 52001
(563) 589-4270

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

CDB Utility Contractors

(Vendor) of the City of

(Vendor Name)

11029 136th Street Davenport, IA 52804

(Vendor Address - City and State)

PROJECT TITLE: PARK HILL FIBER OPTIC PATH

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):
Install fiber duct from a fiber vault at the intersection of 28th St and Central Ave. to
The Park Hill pump station building at the intersection of Muscatine and Gay St.

The work described above shall be completed at the following location(s):
Central Ave., 28th St, Muscatine St, and Gay St, Park Hill Pump Station

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
December 31 2025
(DATE)
7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.
9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.
10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT \$ \$30,124.80

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF 0 % OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/01/2025
Michael C. Van Milligen
City Manager
Date

VENDOR:

CDB UTILITY CONTRACTORS
Company Name
By: [Signature] 12/30/24
Signature Date
JEFF HENSLEY
Printed Name
SR PROJECT MANAGER
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: [Signature] 12/30/24
Signature Date
JEFF HENSLEY
Printed Name
SR. PROJECT MANAGER
Title

[illegible]

City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	Improvement Contracts / Performance, Payment, and Maintenance Bonds
SUMMARY:	MDE, LLC for the 2024 SRF Green Alley Project; Portzen Construction Inc. for the Ruby Sutton Building Second Floor Remodel Project; Tschiggfrie Excavating Co. for the Kerper Boulevard Lift Station Replacement.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

- 1. 2024 SRF Green Alley Project - Signed Contract Bond
- 2. Kerper LS Replacement Project - Signed Contract Bond
- 3. Ruby Sutton Building Second Floor Remodel Project - Signed Contract Bond

PUBLIC IMPROVEMENT CONTRACT**SECTION 00500****2024 SRF GREEN ALLEY PROJECT**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 22nd day of November 2024 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and MDE, LLC aka McDermott Excavating (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the **2024 SRF GREEN ALLEY PROJECT** (Project).
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. _____(Bond Name)____ (pages __ to __ , inclusive).
 - b. _____(Bond Name)____ (pages __ to __ , inclusive).
 - c. _____(Bond Name)____ (pages __ to __ , inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings –Sheet No. **A.01** through No. **W1.03 (60 pages)** or drawings consisting of sheets bearing the following general title: ALL SHEETS
 12. Addenda (numbers 1 to 1 , inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).
 16. Construction Schedule and Agreed Cost of Delay (Section 00800).

SECTION 00500

Page 2 of 6

17. Erosion Control Certificate (Section 00900).
18. Consent Decree (Section 01000).
19. SRF Additional Requirements (Sections 01100).
20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____ inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - d. Contractor Background Information Form (Section 00471)
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.
8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from

and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - B. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

**CONSENT DECREE
RELATING TO THE PROJECT**

14. ☒ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

___ x ___ CITY ___ CONTRACTOR

- ☐ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

MDE, LLC aka McDermott Excavating

Contractor

By: Kevin P. Donovan

Signature

Kevin P. Donovan

Printed Name

Superintendent

Title

11/25/2024

Date

SECTION 00500

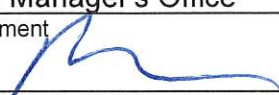
Page 6 of 6

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 1,202,512.00

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department
By: 
Signature
Michael C. Van Milligen
Printed Name
City Manager
Title
12/13/24
Date

CONTRACTOR:

MDE, LLC aka McDermott Excavating
Contractor
By: 
Signature
Kevin P. Donovan
Printed Name
Superintendent
Title
11/25/2024
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, MDE, LLC aka McDermott Excavating, as Principal (hereinafter the "Contractor" or "Principal") and West Bend Insurance Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of one million, two hundred two thousand, five hundred twelve dollars and zero cents (\$1,202,512.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 22nd day of November, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for **2024 SRF GREEN ALLEY PROJECT** detail the following described improvements:

2024 SRF GREEN ALLEY PROJECT CIP # 5586500018

This project will include the reconstruction of three alleys in downtown Dubuque into permeable alleys. The alleys are located between Iowa street and Central Avenue from 15th to 17th streets (2 alleys) and between Central Avenue and White Street from 17th to 18th Street (1 alley). All three alleys will have all pavement removed, complete reconstruction of the water main and sanitary sewer with associated private services. excavation to allow for 3 feet of porous stone, installation of a subdrain, connections to storm sewer, concrete bands and brick pavers suited for permeable pavement. There is an existing Lumen fiber duct bank that needs to be worked around on the alley between Central Avenue and White Street. The alley between Central Avenue and Iowa Street from 15th to 16th Street will have permeable pavers installed in a unique design pattern. Some of the project quantities include the following:

Excavation: 2780 CY
7" PCC Pavement: 550 SY
Permeable Brick Pavers: 13360 SF
ASTM 57 Stone: 285 Ton
ASTM 2 Stone: 4020 Ton
8" PVC C900 Sanitary Sewer: 805 LF
6" DIP Water main: 610 LF
12" DIP water main: 260 LF

SECTION 00600

Page 2 of 4

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;

- B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount

SECTION 00600

Page 4 of 4

guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 5586500018

Witness our hands, in triplicate, this 22nd day of November, 2024.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

MDE LLC dba McDermott Excavating
Contractor

By: Kevin P. Donovan
Signature

Kevin P. Donovan
Printed Name

Title

FORM APPROVED BY:

[Signature]
Representative for Owner

SURETY:

West Bend Insurance Company
Surety Company

By: Hannah Kuhse
Signature Attorney-in-Fact Officer

Hannah Kuhse
Printed Name of Attorney-in-Fact Officer

TRICOR
Company Name

600 Star Brewery Dr Ste: 110
Company Address

Dubuque, IA 52001
City, State, Zip Code

563-556-5441
Company Telephone Number



Bond No. 2630907

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Hannah Kuhse

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 22nd day of November, 2024.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

PUBLIC IMPROVEMENT CONTRACT**SECTION 00500****KERPER BOULEVARD LIFT STATION REPLACEMENT**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 4 day of December, 2024 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Tschiggfrie Excavating Co. (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the Kerper Boulevard Lift Station Replacement (Project).
2. **CONTRACT DOCUMENTS**
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds: N/A
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Drawings consisting of sheets bearing the following general title:
Kerper Boulevard Lift Station Replacement.
 11. Addenda (numbers 1 to 2, inclusive).
 12. Insurance Provisions and Requirements (Section 00700).
 13. Sales Tax Exemption Certificate (Section 00750).
 14. Site Condition Information (Section 00775).
 15. Construction Schedule and Agreed Cost of Delay (Section 00800).
 16. Erosion Control Certificate (Section 00900).
 17. Consent Decree (Section 01000).
 18. Other Project Information and Permits (Technical Specification Divisions 03, 05, 08, 09, 26, 40, 43).

19. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____ inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00471)
20. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.
8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract,

provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - B. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

CONSENT DECREE RELATING TO THE PROJECT

14. ☒ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

☒ CITY ☐ CONTRACTOR

- ☐ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

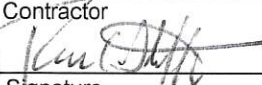
The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Tschiggfrie Excavating Co.
Contractor
By: 
Signature
Randy C. Steffes
Printed Name
General Supt / Estimator
Title
12/13/24
Date

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 1,843,385.90

CITY OF DUBUQUE, IOWA:

City Manager's Office
 Department
 By: [Signature]
 Signature
Michael C. Van Milligen
 Printed Name
City Manager
 Title
12/13/24
 Date

CONTRACTOR:

Tschiggfrie Excavating Co.
 Contractor
 By: [Signature]
 Signature
Randy C. Steffen
 Printed Name
Gen. Mgr / Supt / Estimator
 Title
12/13/24
 Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Tschiggfrie Excavating Co., as
Principal (hereinafter the "Contractor" or "Principal") and Employers Mutual Casualty Company
, as Surety are held and firmly bound unto the
City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of One
million, eight hundred forty-three thousand, three hundred eighty-five dollars and ninety cents
(\$1,843,385.90), lawful money of the United States, for the payment of which sum, well and truly
to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a
contract with the Owner, bearing date the 4th day of December, 2024,
(hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the
following project in accordance with the Contract Documents, and to faithfully perform all the
terms and requirements of said Contract within the time therein specified, in a good and
workmanlike manner, and in accordance with the Contract Documents. The Contract
Documents for Kerper Boulevard Lift Station Replacement Project detail the following described
improvements:

The extent of work involved consists of replacing the existing Kerper Boulevard Lift Station
with a new facility located north of the existing site. The proposed lift station will be a
triplex lift station capable of a rated flow of 1,420 gpm with two operating pumps. Sanitary
sewer will be extended from the existing lift station site to the proposed site location. A
force main will direct pumped flow to the existing receiving manhole within the median of
Kerper Boulevard. Utility piping will be routed under the traveled lanes of Kerper
Boulevard. Following construction and operation of the proposed lift station, the existing lift
station will be demolished.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following
provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and
abide by each and every covenant, condition, and part of said Contract and Contract
Documents, by reference made a part hereof, for the project, and shall indemnify and save
harmless the Owner from all outlay and expense incurred by the Owner by reason of the
Contractor's default of failure to perform as required. The Contractor shall also be
responsible for the default or failure to perform as required under the Contract and Contract
Documents by all its subcontractors, suppliers, agents, or employees furnishing materials
or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just
claims submitted by persons, firms, subcontractors, and corporations furnishing materials

for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 10th day of December, 2024.

SURETY COUNTERSIGNED BY:

N/A

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Tschiggfrie Excavating Co.

Contractor

By:

Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

Employers Mutual Casualty Company

Surety Company

By:

Signature Attorney-In-Fact Officer

Kate Zanders, Attorney-in-Fact/Iowa Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marino, Ben Williams, Sara Huston, Kate Zanders, John Cord, Joe Tiernan, Jamie Gifford, Grace Dickinson

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

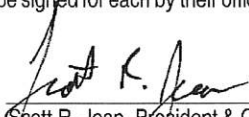
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

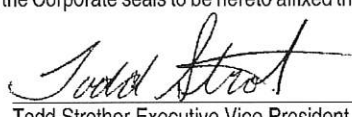
AUTHORITY FOR POWER OF ATTORNEY

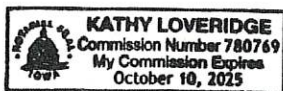
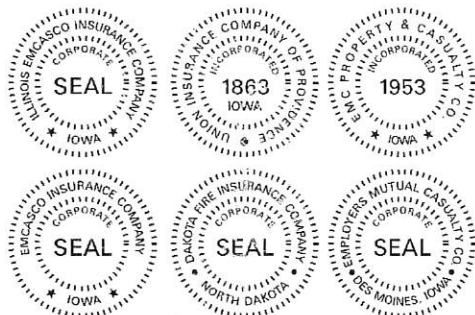
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

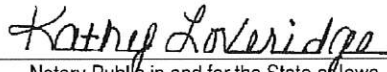

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

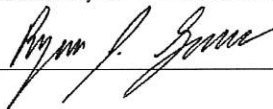
My Commission Expires October 10, 2025.


Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of December, 2024.


Vice President

PUBLIC IMPROVEMENT CONTRACT
SECTION 00500

RUBY SUTTON BUILDING SECOND FLOOR REMODEL PROJECT

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 17th day of December, 2024 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Portzen Construction Inc. (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the RUBY SUTTON BUILDING SECOND FLOOR REMODEL PROJECT (Project).
2. **CONTRACT DOCUMENTS**
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. _____(Bond Name)____ (pages __ to __ , inclusive).
 - b. _____(Bond Name)____ (pages __ to __ , inclusive).
 - c. _____(Bond Name)____ (pages __ to __ , inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings –Sheet No. 1 through No. 30 (30 pages) or drawings consisting of sheets bearing the following general title:
 12. Addenda (numbers 1 to 1 , inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).

16. Construction Schedule and Agreed Cost of Delay (Section 00800).
17. Erosion Control Certificate (Section 00900).
18. Consent Decree (Section 01000).
19. Other Project Information and Permits (Sections 00000 - XXXXX).
20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____ inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00470/00471)
 - ii. _____
 - iii. _____
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, and Strand Associates, Inc.; and 563 Design PLLC, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - B. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

- C. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

**CONSENT DECREE
RELATING TO THE PROJECT**

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City

must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Contractor

By: N/A
Signature

Printed Name

Title

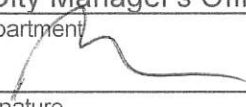
Date

THE CITY AGREES:

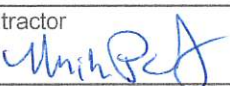
15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 1,034,000.00

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department
By: 
Signature
Michael C. Van Milligen
Printed Name
City Manager
Title
12/17/24
Date

CONTRACTOR:

Portzen Construction, Inc.
Contractor
By: 
Signature
Michael J. Portzen
Printed Name
President
Title
12-17-24
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Portzen Construction Inc
 (hereinafter the "Contractor" or "Principal") and United Fire & Casualty
Company, as Surety are held and firmly bound unto the City
 of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be
 injured by any breach of any of the conditions of this Bond in the penal sum of
One million thirty four thousand dollars dollars (\$ 1,034,000.00),
 lawful money of the United States, for the payment of which sum, well and truly to be made, we bind
 ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract
 with the Owner, bearing date the 16th day of December, 2024, (hereinafter the
 "Contract") wherein said Contractor undertakes and agrees to construct the following project in
 accordance with the Contract Documents, and to faithfully perform all the terms and requirements of
 said Contract within the time therein specified, in a good and workmanlike manner, and in accordance
 with the Contract Documents. The Contract Documents for RUBY SUTTON BUILDING SECOND
FLOOR REMODEL PROJECT detail the following described improvements:

The scope of the Project is as follows: Second floor remodel includes structural
 modifications to the existing roof structure, installation of an elevator, installation
 of a skylight and creation of enclosed offices and open work areas.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following
 provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide
 by each and every covenant, condition, and part of said Contract and Contract Documents,
 by reference made a part hereof, for the project, and shall indemnify and save harmless the
 Owner from all outlay and expense incurred by the Owner by reason of the Contractor's
 default of failure to perform as required. The Contractor shall also be responsible for the
 default or failure to perform as required under the Contract and Contract Documents by all
 its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in
 the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims
 submitted by persons, firms, subcontractors, and corporations furnishing materials for or
 performing labor in the performance of the Contract on account of which this Bond is given,
 including but not limited to claims for all amounts due for labor, materials, lubricants, oil,
 gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor
 or any subcontractor, wherein the same are not satisfied out of the portion of the contract
 price the Owner is required to retain until completion of the improvement, but the Contractor
 and Surety shall not be liable to said persons, firms, or corporations unless the claims of said
 claimants against said portion of the contract price shall have been established as provided

by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract.
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase.
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

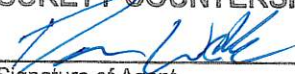
NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No.

Witness our hands, in triplicate, this 16th day of December, 2024.**SURETY COUNTERSIGNED BY:**


 Signature of Agent
 Dan Wellik
 Printed Name of Agent
 501 Bell Street
 Company Address
 Dubuque, Iowa 52001
 City, State, Zip Code
 563-556-0272
 Company Telephone Number

PRINCIPAL:

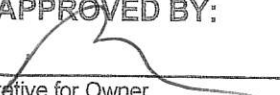
Portzen Construction Inc
 Contractor
 By: 
 Signature
 Michael J Portzen
 Printed Name
 President

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

Title

FORM APPROVED BY:


 Representative for Owner

SURETY:

United Fire & Casualty Company
 Surety Company
 By: 
 Signature Attorney-in-Fact Officer
 Jena Wilwert
 Printed Name of Attorney-in-Fact Officer
 AssuredPartners Great Plains LLC
 Company Name
 501 Bell Street
 Company Address
 Dubuque, Iowa 52001
 City, State, Zip Code
 563-556-0272
 Company Telephone Number

==== END OF SECTION 00600 =====



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SCOTT A. DESOUSA, MARK J. PHALEN, DAN WELLIK, ERIC DESOUSA, LAUREN MOSER, JENA WILWERT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of October, 2024



UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
Vice President

State of Iowa, County of Linn, ss:

On 17th day of October, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
Notary Public
My commission expires 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 16th day of December, 20 24



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

This paper has a colored background and void pantograph.

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: Acceptance of Dedication of Property for Future Right of Way Purposes from Switch Homes of Dubuque, LLC – The Farm Subdivision

SUMMARY: City Manager recommending City Council adopt the attached resolution accepting the dedication of Outlot E from Switch Homes of Dubuque, LLC for future street right of way purposes in The Farm subdivision.

RESOLUTION Accepting The Dedication Of Property, Being Outlot E Of The Farm In The City Of Dubuque, Iowa, From Switch Homes Of Dubuque, LLC, For Future Road Right Of Way Purposes

**SUGGESTED
DISPOSITION:** Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 accept outlot E memo 12232024
3. 2 resolution accepting outlot E 12232024
4. 3 the farm final plat recorded

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

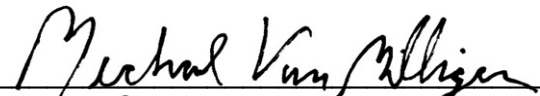
SUBJECT: Acceptance of Dedication of Property for Future Right of Way Purposes
from Switch Homes of Dubuque, LLC – The Farm Subdivision

DATE: December 27, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution accepting the dedication of Outlot E from Switch Homes of Dubuque, LLC for future street right of way purposes in The Farm subdivision.

Due to a scrivener's error, the dedication of said Outlot E was not accepted by the City of Dubuque in City Council Resolution No. 132-24. In order to correct said scrivener's error, the City of Dubuque wishes to now accept the dedication of Outlot E from Switch Homes of Dubuque, LLC for future street right of way purposes.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PE/PLS



TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: December 26, 2024

SUBJECT: Acceptance of Dedication of Property for Future Right of Way Purposes
from Switch Homes of Dubuque, LLC – The Farm Subdivision

INTRODUCTION

The purpose of this memorandum is to seek acceptance of the dedication of Outlot E from Switch Homes of Dubuque, LLC to the City of Dubuque for future street right of way purposes in The Farm subdivision.

BACKGROUND

In May of 2024 the City Council approved the Final Plat of The Farm subdivision located between Tiffany Court and the Northwest Arterial. The plat was recorded as Instrument Number 2024-00004916 in the Dubuque County Recorder's Office. The final plat included the dedication of Outlot E by Switch Homes of Dubuque, LLC to the City of Dubuque for future street right of way purposes. This future roadway will someday serve the property adjacent to the south.

DISCUSSION

Due to a scrivener's error, the dedication of said Outlot E was not accepted by the City of Dubuque in City Council Resolution No. 132-24. In order to correct said scrivener's error, the City of Dubuque wishes to now accept the dedication of Outlot E from Switch Homes of Dubuque, LLC for future street right of way purposes.

RECOMMENDATION

I would, therefore, recommend that the City Council accept the dedication of Outlot E from Switch Homes of Dubuque, LLC for future street right of way purposes.

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution accepting the dedication of Outlot E from Switch Homes of Dubuque, LLC for future street right of way purposes.

Prepared by Nate Kieffer, PE/PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO. - 25

**A RESOLUTION ACCEPTING THE DEDICATION OF PROPERTY,
BEING OUTLOT E OF THE FARM IN THE CITY OF DUBUQUE, IOWA, FROM
SWITCH HOMES OF DUBUQUE, LLC, FOR FUTURE ROAD RIGHT OF WAY
PURPOSES**

Whereas, the Final Plat of The Farm was recorded as Instrument Number 2024-00004916 in the Dubuque County Recorder's Office; and

Whereas, said Final Plat includes the dedication of Outlot E by Switch Homes of Dubuque, LLC to the City of Dubuque for future street right of way purposes; and

Whereas, due to a scrivener's error, the dedication of said Outlot E was not accepted by the City of Dubuque in City Council Resolution No. 132-24; and

Whereas, in order to correct said scrivener's error, the City of Dubuque wishes to now accept the dedication of Outlot E by Switch Homes of Dubuque, LLC for future street right of way purposes.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts, and consents to the dedication of Outlot E by Switch Homes of Dubuque, LLC for future street right of way purposes.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. The City Clerk is hereby authorized to and directed to record this resolution with the Dubuque County Recorder.

Passed, approved and adopted this _____ day of _____, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Doc ID: 011229140020 Type: GEN
Kind: SUBDIVISION PLAT
Recorded: 06/04/2024 at 03:05:33 PM
Fee Amt: \$102.00 Page 1 of 20
Dubuque County Iowa
Karol Kennedy Recorder
File 2024-00004916

FINAL PLAT THE FARM DUBUQUE, IOWA

LEGAL DESCRIPTION:

MOZENA FARM SOUTH AS RECORDED FILE 2005-00017498 OF THE
DUBUQUE COUNTY RECORDER'S OFFICE

AND

LOT 2 OF DONDELINGER PLACE AS RECORDED FILE 1991-11917 OF THE
DUBUQUE COUNTY RECORDER'S OFFICE,

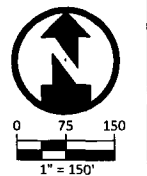
ALL IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA.

DESCRIBED AREA CONTAINS 81.33 ACRES AND IS SUBJECT TO EASEMENTS
AND OTHER RESTRICTIONS OF RECORD.

FOR RECORDER'S USE ONLY

RECORDER'S INDEX

COUNTY: DUBUQUE
SECTION: 10-89-2 AND 15-89-2
QUARTER SECTION: SE 1/4 SEC. 10 & NE 1/4 SEC. 15
CITY: DUBUQUE
SUBDIVISION: THE FARM
BLOCK: NA
LOT(S): NA
PROPRIETOR: SWITCH HOMES, LLC
REQUESTED BY: MATT MULLIGAN
AXIOM CONSULTANTS, LLC
PREPARED BY: 300 S. Clinton Street, Unit 200
Iowa City, IA 52240 - PH# 319.519.5220

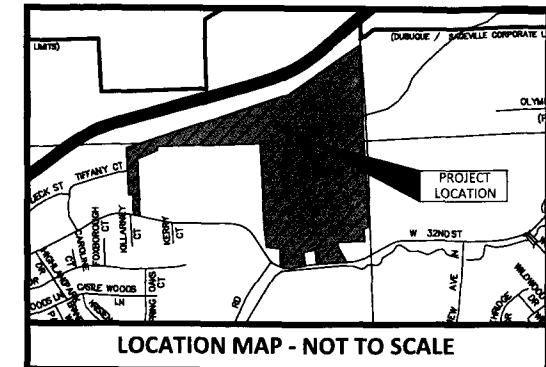


REV	DATE	DESCRIPTION OF CHANGES
A	03-20-2023	FINAL PLAT SUBMITTAL
B	05-24-2023	RESPONSE TO CITY COMMENTS
C	06-15-2023	RESPONSE TO CITY COMMENTS #2
	04-25-2024	RESPONSE TO CITY COMMENTS

PROJECT NAME:
THE FARM
DUBUQUE, IA
CLIENT NAME:
SWITCH HOMES

SHEET NAME:
FINAL PLAT
SHEET NUMBER:
21-0199
DESIGN PROFESSIONAL:
BRADLEY R. GEATER

1 OF 5



APPROVED BY:

CITY OF DUBUQUE

BY:

DATE:

ATTEST:

CITY PLANNING & ZONING COMMISSION

BY:

ALLIANT ENERGY

DATE:

BLACK HILLS ENERGY

DATE:

CENTURYLINK

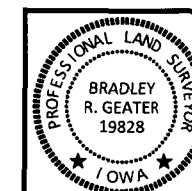
DATE:

MEDIA/COM

DATE:

LEGEND

- SET 3/4" Ø PIPE OPC #19828
- × SET CUT X
- ★ SET PK/MAG NAIL
- FOUND-AS LABELED
- OPC ORANGE PLASTIC CAP
- YPC YELLOW PLASTIC CAP
- RPC RED PLASTIC CAP
- PROPOSED BOUNDARY
- - - - - PROPOSED RIGHT OF WAY
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- - - - - PROPOSED EASEMENT
- PROPOSED SETBACKS
- (R) PREVIOUSLY RECORDED AS
- OL OUTLOT



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE
RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL
SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS
OF THE STATE OF IOWA.
BRADLEY R. GEATER, P.L.S., P.E.
LICENSE NUMBER 19828
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025.
PAGES OR SHEETS COVERED BY THIS SEAL: 5 SHEETS

OUTLOT E FOR
FUTURE STREET
RIGHT OF WAY
PURPOSES

SUBDIVISION BREAKDOWNS BY SECTION QUARTER			
SE 1/4 SEC. 10	SW 1/4 SEC. 10	NE 1/4 SEC. 15	NW 1/4 SEC. 15
24.71	9.97	43.73	2.92

PARCEL:

PARCEL	SIZE (AC)	INTENDED USE
OUTLOT A	23.69	COMMON OPEN SPACE
OUTLOT B	1.25	STORMWATER MANAGEMENT
OUTLOT C	8.25	FUTURE DEVELOPMENT
OUTLOT D	9.31	STORMWATER MANAGEMENT
OUTLOT E	0.24	FUTURE CITY RIGHT OF WAY
OUTLOT F	0.21	COMMON OPEN SPACE
OUTLOT G	0.80	CITY PARK
OUTLOT H	1.72	COMMON OPEN SPACE
OUTLOT I	0.36	COMMUNITY GARDEN/OPEN SPACE
OUTLOT J	0.98	WATERMAIN EASEMENT/OPEN SPACE
OUTLOT K	0.88	COMMUNITY GARDEN/OPEN SPACE
OUTLOT L	1.59	COMMUNITY GARDEN/OPEN SPACE
LOT A	8.55	CITY RIGHT OF WAY
LOT B	0.25	CITY RIGHT OF WAY
LOT C	0.29	CITY RIGHT OF WAY

- OUTLOTS B, D, AND K ARE TO BE OWNED AND MAINTAINED BY THE HOA FOR STORMWATER MANAGEMENT.
- OUTLOTS I, K AND L TO BE OWNED AND MAINTAINED BY THE HOA FOR COMMUNITY GARDEN SPACE.
- OUTLOT G TO BE DEDICATED TO CITY FOR PARK SPACE.
- OUTLOTS A, F, H AND J TO BE OWNED AND MAINTAINED BY THE HOA FOR COMMON OPEN SPACE.
- OUTLOT C TO BE OWNED AND MAINTAINED BY THE HOA FOR FUTURE PHASE 3 DEVELOPMENT.
- OUTLOT E TO BE DEDICATED TO CITY FOR FUTURE STREET RIGHT OF WAY.
- LOTS A, B, AND C TO BE DEDICATED TO THE CITY FOR STREET RIGHT OF WAY.
- OUTLOT J TO HAVE BLANKET WATERMAIN EASEMENT.
- ACCESS TO NORTHWEST ARTERIAL IS PROHIBITED FOR LOTS 12-18 INCLUSIVE, 19-27 INCLUSIVE, OUTLOT L AND OUTLOT C OF SWITCH HOMES OF DUBUQUE.

OWNER / APPLICANT:
SWITCH HOMES, LLC
C/O MATT MULLIGAN
1167 HUNTERS RIDGE
DUBUQUE, IA 52003
563-227-7132
MATT@SWITCH-HOMES.COM

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE: Keymont Drive Pavement Rehabilitation Project - Acceptance of Public Improvement: PROJECT 5521000018

SUMMARY: City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$151,191.73 to Eastern Iowa Excavating and Concrete, LLC, of Cascade, IA, for the Keymont Drive Pavement Rehabilitation Project.

RESOLUTION Accepting The Keymont Drive Pavement Rehabilitation Project And Authorizing Final Payment To The Contractor

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 Memo Acceptance Keymont Drive Pavers
3. 2 Acceptance Resolutions Keymont Drive Pavers
4. 3 Engineer's Certificate of Completion

TO: The Honorable Mayor and City Council Members

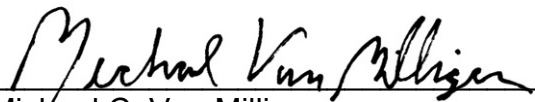
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Keymont Drive Pavement Rehabilitation Project
Acceptance of Public Improvement
PROJECT 5521000018

DATE: December 27, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$151,191.73 to Eastern Iowa Excavating and Concrete, LLC, of Cascade, IA, for the Keymont Drive Pavement Rehabilitation Project.

I concur with the recommendation and respectfully request Mayor and City Council approval.



Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jon Dienst, Civil Engineer II
Arielle Swift, Public Works Director
Bob Schiesl, Assistant City Engineer
Nate Steffen, Civil Engineer
Phil Grommet, Engineering Technician

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: December 26, 2024

RE: Keymont Drive Pavement Rehabilitation Project
Acceptance of Public Improvement
PROJECT 5521000018

INTRODUCTION

The attached resolution provides for the acceptance of the public improvement construction contract for the Keymont Drive Pavement Rehabilitation Project.

BACKGROUND

Keymont Drive east of Keyway Drive was previously constructed in 2009 as a sustainable subdivision. All of the pavement was constructed using permeable pavers. The homes were constructed using sustainable and energy efficient practices. The subdivision was developed in two phases. Keymont Drive was the first phase of the subdivision. Keymont Court was the second phase that was developed a couple of years later. Recently, the existing street pavers on Keymont Drive have been degrading and breaking down. Public Works has done a lot of maintenance of the pavers to maintain the street. The pavers have degraded to the point that the complete replacement of all the pavers in this phase is the most cost-effective way of fixing the pavement. The permeable pavers are an integral part of the storm water management of the street.

Abutting property owners had complained about the state of the street pavement. Many chips and depressions had formed due to the degrading brick. This resulted in concerns for potential tripping hazards.

Engineering staff talked to multiple contractors that install permeable pavers. This paver brand that was originally installed on Keymont Drive had material breakdown issues and is no longer produced. Other cities had similar issues with this paver. The contractors recommended using the same paver manufacturers the City of Dubuque uses in its green alleys.

DISCUSSION

The Keymont Drive Pavement Rehabilitation Project was completed by Eastern Iowa Excavating and Concrete, LLC. in the final contract amount of \$151,191.73 which is a 5.9% increase above the original contract amount of \$142,733.36.

The additional cost is due to adding golf cart rental to the project to facilitate resident access to their properties during construction. Many of the residents have mobility issues and it was discovered during the door-to-door conversations with residents they would need assistance getting to their cars parked on Keyway Drive. The overall cost of the project was much lower than originally budgeted because of lower-than-normal engineering costs related to design and construction administration.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorized the payment of \$151,191.73 to Eastern Iowa Excavating & Concrete, LLC for the Keymont Drive Pavement Rehabilitation Project.

BUDGET IMPACT

The project cost for the Keymont Drive Pavement Rehabilitation Project is as follows:

Description		Award	Final
Construction Contract		\$ 142,733.36	\$ 151,191.73
Contingency		25,900.00	0.00
Construction Engineering & Inspection		42,735.00	15,119.17
	Total	\$ 211,368.36	\$ 166,310.90

The project funding summary is as follows:

CIP No.	Fund Description	Fund Amount
5521000018	Pavement Rehabilitation	166,310.90
	Total Project Funding	\$ 166,310.90

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$151,191.73 to Eastern Iowa Excavating and Concrete, LLC, of Cascade, IA, for the Keymont Drive Pavement Rehabilitation Project.

Prepared By: Jon Dienst, Civil Engineer II
cc: Arielle Swift, Public Works Director
Bob Schiesl, Assistant City Engineer
Nate Steffen, Civil Engineer
Phil Grommet, Engineering Technician

RESOLUTION NO. -25

**ACCEPTING THE KEYMONT DRIVE PAVEMENT REHABILITATION PROJECT AND
AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

WHEREAS, the Public Improvement Contract for the Keymont Drive Pavement Rehabilitation Project (the Project) has been completed by the contractor, Eastern Iowa Excavating and Concrete LLC (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$151,191.73;

WHEREAS, the Contractor has previously been paid \$143,632.14, leaving a balance of \$7,559.59; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved and the Project is hereby accepted.

Section 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$7,559.59 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved and adopted this 6th day of January 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE KEYMONT
DRIVE PAVEMENT REHABILITATION PROJECT**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Keymont Drive Pavement Rehabilitation Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$166,310.90.

Dated this 26th day of December 2024.

A handwritten signature in blue ink, appearing to read "Gus Psihoyos", written over a horizontal line.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 26th day of December 2024.

A handwritten signature in blue ink, appearing to read "Adrienne N. Breitfelder", written over a horizontal line.

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE: Setting a Public Hearing for the Central Avenue and White Street Traffic Study Recommendation

SUMMARY: City Manager recommending City Council set a public hearing date for January 21, 2025, for the Central Avenue and White Street Corridor Traffic Study Summary Report completed by Bolton & Menk, Inc.
RESOLUTION Setting Date Of Public Hearing On The Central Avenue And White Street Corridor Traffic Study Summary Report

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for January 21, 2025

ATTACHMENTS:

1. MVM Memo
2. 1 Central White Traffic Study Summary Report - Set Date Public Hearing Staff
MEMO FINAL
3. 2 Central White Traffic Study Summary Report - Council Set Date PH
RESOLUTION FINAL
4. 3 Central White Traffic Study Summary Report - Notice of Hearing_Hybrid Format

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Date for Public Hearing
Central Avenue and White Street Corridor Traffic Study Summary Report

DATE: December 31, 2024

City Engineer Gus Psihoyos is recommending City Council set a public hearing date for January 21, 2025, for the Central Avenue and White Street Corridor Traffic Study Summary Report completed by Bolton & Menk, Inc.

This Summary Report will be a technical report that will document the analysis, conceptual design layouts, planning-level cost estimates, preferred alternative conceptual design, the potential implementation / phasing plan, and funding proposals for Central Avenue and White Street corridors.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Justine Hull, Traffic Engineer
Robert Schiesl, Assistant City Engineer
Dave Ness, Traffic Engineer
Duane Richter, Traffic Engineer
Jill Connors, Economic Development Director
Anderson Sainci, Director Office of Shared Prosperity and Neighborhood Development
Arielle Swift, Public Works Director
Wally Wernimont, Planning Services Director
Jason Duba, Assistant Planner
Kristin Hill, Communication Specialist
Ryan Knuckey, Transportation Services Director
Russ Stecklein, Transit Department

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: December 30, 2024

SUBJECT: Setting a Date for Public Hearing
Central Avenue and White Street Corridor Traffic Study Summary Report

INTRODUCTION

This memorandum requests the City Council set a public hearing date for January 21, 2025, for the Central Avenue and White Street Corridor Traffic Study Summary Report completed by Bolton & Menk, Inc.

BACKGROUND

Bolton and Menk, Inc. was hired by the City of Dubuque to study the one-way corridors that are Central Avenue and White Street to create a design plan to reinvent the corridor with a holistic lens. Engagement with the public and key stakeholders was crucial in understanding the needs of the corridors, community and City Council. In November 2024, Bolton and Menk's preferred alternative, the Multi-Modal Alternative, that addressed most of the priorities along the two corridors was supported by the City Council. Bolton & Menk is now finalizing the Summary Report for the public hearing on January 21, 2025.

DISCUSSION

This Summary Report will be a technical report that will document the analysis, conceptual design layouts, planning-level cost estimates, preferred alternative conceptual design, the potential implementation / phasing plan, and funding proposals for Central Avenue and White Street corridors.

RECOMMENDATION

I respectfully request the City Council set a public hearing for January 21, 2025, for the Central Avenue and White Street Corridor Traffic Study Summary Report.

Prepared by: Justine Hull, Traffic Engineer

cc: Robert Schiesl, Assistant City Engineer
Dave Ness, Traffic Engineer
Duane Richter, Traffic Engineer
Jill Connors, Economic Development Director
Anderson Sainci, Office of Shared Prosperity and Neighborhood Development
Arielle Swift, Public Works Director
Jason Duba, Assistant Planner
Kristin Hill, Communication Specialist
Russ Stecklein, Transit Department

RESOLUTION NO. -25

SETTING DATE OF PUBLIC HEARING ON THE CENTRAL AVENUE AND WHITE STREET CORRIDOR TRAFFIC STUDY SUMMARY REPORT

WHEREAS, Bolton and Menk, Inc. was hired by the City of Dubuque to study the one-way corridors that are Central Avenue and White Street; and

WHEREAS, Engagement with the public and key stakeholders was crucial in understanding the needs of the corridors and the community; and

WHEREAS, the Central Avenue and White Street Corridor Traffic Study Summary Report presented at the Public Hearing will be a technical report that will document the analysis, conceptual design layouts, planning-level cost estimates, preferred alternative conceptual design, the potential implementation / phasing plan, and funding proposals for Central Avenue and White Street corridors.

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

SECTION 1. That the City Council shall conduct a public hearing on the Central Avenue and White Street Corridor Traffic Study Summary Report in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 21st day of January 2025, beginning at 6:30 PM.

SECTION 2. That the City Clerk is hereby authorized and directed to publish notice of the Public Hearing in the form attached hereto, according to law.

Passed, adopted and approved this the 6th day of January 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breittfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 21st day of January 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council at which time interested persons may appear and be heard for or against the Central Avenue and White Street Corridor Traffic Study Summary Report.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 6th day of January 2025.

Adrienne N. Breittfelder, CMC, City Clerk

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 1.

ITEM TITLE:

Boards and Commission Application Review

SUMMARY:

Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

Building Code Advisory and Appeals Board

One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Rep. term of Schoenhard)

Applicant:

Michael Shimkus, 4917 Twilight Dr. (Qualifies for Multidisciplinary Rep.)

Community Development Advisory Commission

One, 3-Year term through February 15, 2027 (Vacant Low/Moderate Income Rep. term of Hammel Jr.)

One, 3-Year term through February 15, 2028 (Expiring At-Large term of Boles)

Applicants:

Dean Boles, 1715 Geraldine Dr. (Qualifies for At-Large)

Dale L. Campbell Jr., 210 Jones St. (Qualifies for At-Large and Low/Moderate Income Rep.)

Equity and Human Rights Commission

Two, 3-Year terms through January 1, 2028 (Expiring terms of Baumhover and Freiburger)

Applicants:

Rick Baumhover, 601 Garfield Ave.

Michaela Freiburger, 1718 Diane Ct.

Traci Phillipson, 2120 Rhomberg Ave.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview sheet
2. Building Code Advisory and Appeals Board Applicant
3. Community Development Advisory Commission Applicants

4. Equity and Human Rights Commission Applicants
5. Details and Openings

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, January 6, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Building Code Advisory and Appeals Board

One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Rep. term of Schoenhard)

Applicant:

- Michael Shimkus, 4917 Twilight Dr. (Qualifies for Multidisciplinary Rep.)

Community Development Advisory Commission

One, 3-Year term through February 15, 2027 (Vacant Low/Moderate Income Rep. term of Hammel Jr.)

One, 3-Year term through February 15, 2028 (Expiring At-Large term of Boles)

Applicants:

- Dean Boles, 1715 Geraldine Dr. (Qualifies for At-Large)
- Dale L. Campbell Jr., 210 Jones St. (Qualifies for At-Large and Low/Moderate Income Rep.)

Equity and Human Rights Commission

Two, 3-Year terms through January 1, 2028 (Expiring terms of Baumhover and Freiburger)

Applicants:

- Rick Baumhover, 601 Garfield Ave.
- Michaela Freiburger, 1718 Diane Ct.
- Traci Phillipson, 2120 Rhomberg Ave.

14-1A-6: BUILDING CODE ADVISORY AND APPEAL BOARD:

- A. Board Created: There is hereby created the building code advisory and appeal board.
- B. Purpose: The purpose of the board is to review proposed code adoptions and amendments for recommendation to the city council and to serve as an appeal body for the decisions of the code official.
- C. Internal Organization And Rules: The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.
- E. Membership:
1. The board comprises seven (7) residents of the city, appointed by the city council.
 2. Special experience and training qualifications:
 - a. One member must be a residential construction professional.
 - b. One member must be a commercial construction professional.
 - c. One member must be an electrical construction professional.
 - d. One member must be a plumbing construction professional.
 - e. One member must be a heating, ventilation, and air conditioning (HVAC) construction professional.
 - f. Two (2) multi-disciplinary representatives, which could be an architect, engineer, building designer, or general construction professional.
 3. Alternates: Alternate representatives shall be appointed for the residential construction professional, commercial construction professional, electrical construction professional, plumbing construction professional, and HVAC construction professional positions and shall be called upon to participate in the event of a conflict of interest or unavailability of the primary appointee.
- F. Oath: Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the City Clerk's Office any time prior to the first meeting of the board.
- G. Terms: The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified.
- H. Vacancies: Vacancies must be filled in the same manner as original appointments.
- I. Officers/Organization: The board must choose annually a Chairperson and Vice Chairperson, each to serve a term of one (1) year. The code official or the code official's designee shall serve as secretary of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.
- J. Meetings:
1. Regular Meetings: The board must meet upon call of the Chairperson, the City Manager, or the City Manager's designee.
 2. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the members.
 3. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
 4. Appeals: The board shall meet upon notice from the Chairman, within not less than ten (10) days and not more than ninety (90) days of the filing of an appeal, at stated periodic meetings, or at the written request of a majority of the members.
 5. Attendance:

a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the Chairperson, such absence will be grounds for the board to recommend to the City Council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

6. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the City Council within ten (10) working days after approval by the board, or by the next regularly scheduled City Council meeting, whichever is later.

7. Quorum: Four (4) members of the board must be in attendance to constitute a quorum for the transaction of business. An affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution.

K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the City administrative policies and budget.

L. Removal: The City Council may remove any member for cause upon written charges and after a public hearing.

M. Powers: The board has the following powers, duties, and responsibilities:

1. To review proposed code adoptions and amendments for recommendation to the City Council.

2. To serve as an appeal body for the decisions of the Code official based upon the codes adopted by the City under Title 14 of this code.

3. When hearing an appeal:

a. The board may reverse or modify a decision of the code official only upon finding that:

(1) The true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted by the Code official; or

(2) The provisions of the applicable code do not fully apply; or

(3) An equal or better form of construction has been proposed and is appropriate.

b. The board shall require sufficient evidence or proof be submitted to substantiate any claims that an equal or better form of construction is appropriate.

c. In order to make a finding that an equal or better form of construction is appropriate the board must find the proposed material or method of construction is satisfactory for the use intended and complies with the provisions of this Code, and that the material, method, or work offered is, for the purpose intended, at least equivalent to that prescribed by this Code in suitability, strength, effectiveness, durability, fire resistance, and safety.

d. All appeal hearings shall be conducted in accordance with the procedures specified in this Code.

e. The board shall have no authority relative to interpretation of the administrative provisions of this Code nor shall the board be empowered to waive requirements of this Code.

N. Application For Appeal:

1. Any person affected by a decision of the code official or a notice or order issued under this Code shall have the right to appeal, provided a written application for appeal is filed within twenty (20) days after the decision, notice, or order was served.

2. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equal or better form of construction is proposed. The board may find a proposed form of construction to be equal or better.

O. Disqualification Of Member: A member shall not hear an appeal in which that member has a personal, professional, or financial interest.

P. Postponed Hearing: Either the City or the appellant may request a postponement of a hearing subject to the approval of the Code official. In no event may a postponement exceed ninety (90) days beyond the date of the appeal. (Ord. 21-16, 6-6-2016, eff. 7-1-2016; amd. Ord. 44-20, 12-7-2020; Ord. 25-24, 6-17-2024)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Michael Belmont](#); [Jeff Zasada](#); [Jean Noel](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 12/24/2024 9:23:02 AM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

Note: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

- * Residency within the corporate city limits
- * Minimum age of 18
- * Can not be employed by the City of Dubuque

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Building Code Advisory and Appeals Board
Commission, or
Committee
applying for:

Name: Michael R Shimkus

Pronunciation: *Field not completed.*

Street Address: 4917 Twilight Dr
You must live
within the
Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52002

Preferred Phone Number: 5152036842

Email Address(es): mshimkus@whks.com

How did you hear about City of Dubuque Boards and Commission?

If other, please specify: I was invited to participate on the board by Ben Pothoff - Deputy Code Official

Have you participated in the City of Dubuque City Life Program Life program? No

If so, when? *Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees? No

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or Committee before? No

If yes, which? Not at the City of Dubuque

Why are you interested in applying for this Board or Commission? I have both construction and engineering design experience and feel like this Board is a good way to use my experience to contribute to the Dubuque Community.

Describe your I have 10 years of residential construction experience (primarily in

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

Ames, IA) prior to receiving my Master's degree in Structural Engineering from Iowa State University. I have worked on numerous bridge and building design projects in the Dubuque area including historical structures and structural evaluations. I am a licensed Professional Engineer in the State of Iowa.

Share your experience working in diverse environments:

I have worked with, and managed, construction crews with very diverse backgrounds, both personal and cultural. Currently, I am the Dubuque office manager for a civil engineering firm (WHKS) and work with municipalities, commercial and residential clients, contractors, state organizations, and other engineering firms to design projects that involve public and private infrastructure. Some of these projects have substantial impacts on communities. I regularly meet with clients, the impacted public, City councils, and many other community groups to hear about community needs; explain project options, designs, and budgets; and answer questions from the public.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Travis Freese - (563) 239-9388 - coworker
Bob Schiesl - City of Dubuque Engineering - (563) 589-4270 - Project manager for many engineering projects I work on with the City, professional collaborator, and friend.

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Michael R Shimkus

Date:

12/24/2024

Email not displaying correctly? [View it in your browser.](#)

ARTICLE C. COMMUNITY DEVELOPMENT ADVISORY COMMISSION

SECTION:

2-5C-1: Commission Created

2-5C-2: Purpose

2-5C-3: Internal Organization And Rules

2-5C-4: Procedures For Operation

2-5C-5: Membership

2-5C-6: Oath

2-5C-7: Terms

2-5C-8: Vacancies

2-5C-9: Officers/Organization

2-5C-10: Meetings

2-5C-11: Compensation

2-5C-12: Removal

2-5C-13: Powers

2-5C-14: Grievance Procedure; Review Standards; Appeal Process

2-5C-15: Procedures For Operations

2-5C-1: COMMISSION CREATED:

There is hereby created the Community Development Advisory Commission. (Ord. 33-19, 7-15-2019)

2-5C-2: PURPOSE:

The purpose of the commission is to provide for citizen participation in the development and evaluation of the City's Community Development Block Grant (CDBG) program. (Ord. 33-19, 7-15-2019)

2-5C-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code or the Iowa Code. (Ord. 33-19, 7-15-2019)

2-5C-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the commission in all its operations. (Ord. 33-19, 7-15-2019)

2-5C-5: MEMBERSHIP:

A. Composition: The commission comprises nine (9) residents of the City, appointed by the City Council.

B. Qualifications:

1. Four (4) members must be residents of census tracts and block groups where at least fifty one percent (51%) of the residents are low/moderate income persons as determined by the United States Department of Commerce, Bureau of the Census.

2. Four (4) members must be residents of the community at-large.

3. One member must be appointed by and from the membership of the Housing Commission, with City Council approval. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the City Clerk's Office any time prior to the first meeting of the commission. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-7: TERMS:

The term of office for Commissioners is three (3) years or until such Commissioner's successor is appointed and qualified, provided, however, that the term of the cross-representative appointee from the City of Dubuque Housing Commission must coincide with their term on the Housing Commission. (Ord. 33-19, 7-15-2019)

2-5C-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 33-19, 7-15-2019)

2-5C-9: OFFICERS/ORGANIZATION:

The Commissioners must choose annually a Chairperson and Vice- Chairperson, each to serve a term of one year. The Chairperson must appoint a Secretary, who need not be a member of the commission. The Commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 33-19, 7-15-2019)

2-5C-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
- D. Attendance:
 - 1. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.
- F. Quorum: Five (5) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies budget. (Ord. 33-19, 7-15-2019)

2-5C-12: REMOVAL:

Except as provided in subsection 2-5C-10D1 of this article, the City Council may remove any Commissioner for good cause. (Ord. 33-19, 7-15-2019)

2-5C-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To conduct public hearings in accordance with the minimum standards established in the CDBG program's Citizen Participation Plan to ensure meaningful citizen input in the planning, implementation, and assessment of the CDBG program;
- B. To provide for and encourage the participation of low/moderate income persons who reside in designated areas of slum and blight and residents of low/moderate income neighborhoods, as defined by the City Council, in the planning, implementation, and assessment of the CDBG program;
- C. To identify community development needs, particularly the needs of persons of low/moderate income;
- D. To serve in an advisory role upon the request of the City Council in policy decisions regarding funding priorities and program development and implementation;
- E. To monitor and evaluate program activities to advise whether identified community development objectives have been met;
- F. To undertake public information efforts to educate the citizenry of the availability of CDBG funded programs and to provide for a greater understanding of the City's community development efforts;
- G. To assist in the preparation of the statement of community development objectives, assess needs, priorities, and projected use of funds, amendments thereto, and required reports, including but not limited to, the Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and the five-year Consolidated Plan;
- H. To serve in an advisory role to the City Manager in the review of complaints and grievances received in accordance with the procedures established in this Code; and,
- I. To support, upon request, the efforts of the City Council and other City commissions in the assessment of the general development needs of the community. (Ord. 33-19, 7-15-2019)

2-5C-14: GRIEVANCE PROCEDURE; REVIEW STANDARDS; APPEAL PROCESS:

The grievance procedure for the CDBG program is as follows:

- A. Any aggrieved person may file a grievance with the City Manager.
- B. Grievances must contain a concise statement of the grievance and an explanation of the action desired.
- C. The City Manager must forward the grievance to the commission within seven (7) business days of its receipt.
- D. The commission, within fifteen (15) working days of the receipt of the grievance, must set a time for a hearing. The complainant must be notified in writing of the time and place of the hearing. If a grievance is resolved prior to the date of the hearing, the aggrieved party must request in writing that the grievance be withdrawn.
- E. The commission must conduct a hearing to review the grievance. The grievant may appear in person, by agent, or by attorney. All persons wishing to appear before the commission have an opportunity to be heard regarding the grievance. Minutes must be kept of the proceedings of the hearing.
- F. The commission must forward its recommendation, in writing, to the City Manager within ten (10) business days following the hearing.

G. The City Manager must receive and review the recommendation of the commission and respond to the grievant within ten (10) business days of the receipt of the recommendation. The commission must be advised of the action of the City Manager.

H. The recommendations of the commission must comply with the regulations established by the U.S. Department of Housing and Urban Development for the CDBG program under title I of the Housing and Community Development Act of 1974 and this Code.

I. If the grievant is unsatisfied with the response of the City Manager, an appeal may be filed with the City Clerk. The appeal must be forwarded by the City Clerk to the City Council. The City Council may, at its discretion, hold a hearing to consider the concerns of the grievant.

J. Upon review of the appeal, the City Council must:

1. Accept the response of the City Manager;
2. Modify the response of the City Manager; or,
3. Return the grievance to the City Manager for further review.

If the outcome of such appeal is unsatisfactory, the complainant may file a written appeal with the U.S. Department of Housing and Urban Development. (Ord. 33-19, 7-15-2019)

2-5C-15: PROCEDURES FOR OPERATIONS:

The commission must operate in accordance with the standards and procedures set forth in the City's CDBG program's Citizen Participation Plan. (Ord. 33-19, 7-15-2019)

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To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Alexis Steger](#); [Mary Bridget Corken Deutsch](#);
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General Eligibility Requirements for All Boards and Commissions

Note: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

- * Residency within the corporate city limits
- * Minimum age of 18
- * Can not be employed by the City of Dubuque

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Community Development Advisory Commission
Commission, or
Committee
applying for:

Please identify At-Large
which opening on
the Community
Development
Advisory
Commission your

qualifications
represent:

Name: Dean Boles

Pronunciation: deen bowlz

Street Address: 1715 Geraldine Dr

You must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52003

Preferred Phone Number: 5638457041

Email Address(es): dkb@mediacombb.net

How did you hear about City of Dubuque Boards and Commission? City Life or another City of Dubuque Program

If other, please specify: *Field not completed.*

Have you participated in the City of Dubuque City Life Program Life program? Yes

If so, when? 2015

Are you currently serving on other Boards, Commissions, or Committees? Yes

If yes, which? Resilient Community Advisory Commission term ends 2/15/25

Have you served on a Board, Commission, or

Committee
before?

If yes, which?	Community Development Advisory Commission and Resilient Community Advisory Commission
----------------	---

Why are you interested in applying for this Board or Commission?	I am reapplying for this commission to leverage my previous commission experience, as well as my management and analysis expertise, in support of Dubuque's community development goals. As a volunteer income tax preparer since 2005 I have come to understand the housing struggles faced by low-to-moderate income families. I would like to continue to help advocate for them by serving on this commission.
--	--

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have served on the Community Development Advisory Commission since 2016. My 30-years of experience in analysis, government contracting, operations and program management as a 20-year USAF officer and former division director with a defense contractor (Rincon Research Corp, Tucson, AZ) has prepared me to effectively serve as a member of this commission. Additionally, I have served on the Resilient Community Advisory Commission since 2017.
---	---

Share your experience working in diverse environments:	Before moving to Dubuque in 2013, I spent most of my career working and living in diverse environments. During my 20-year career in the Air Force, I lived in Japan (3 years), United Kingdom (3 years) and Australia (2 years) while working in multi-national and multi-service organizations. And, of course, the Air Force itself strives to be representative of our country. Prior to living in Dubuque, when not overseas, I've lived and worked in Maryland, Virginia and Arizona.
--	--

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Whitney Sanger, HACAP, Volunteer Income Tax Assistance (VITA) Program, (563) 556-5130 - I've volunteered with VITA since 2020 with HACAP (from 2005 overall). Laura Rousell, Dubuque Trees Forever, (563) 231-1137 - I've volunteered with Dubuque Trees Forever since 2020.
--	---

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here)	Dean Boles
---------------------------------	------------

as electronic
verification):

Date: 12/12/2024

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To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Alexis Steger](#); [Mary Bridget Corken Deutsch](#);
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General Eligibility Requirements for All Boards and Commissions

Note: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

- * Residency within the corporate city limits
- * Minimum age of 18
- * Can not be employed by the City of Dubuque

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Community Development Advisory Commission

Please identify which opening on the Community Development Advisory Commission your At-Large, Housing Commission Representative, Low to Moderate Income Area Representative

qualifications
represent:

Name: Dale L. Campbell Jr

Pronunciation: *Field not completed.*

Street Address: 210 JONES ST STE 100

You must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001-7672

Preferred Phone Number: 5635817360

Email Address(es): dalecampbelljr@positiveproductionsplus.com

How did you hear about City of Dubuque Boards and Commission? City Life or another City of Dubuque Program, Through a Friend

If other, please specify: *Field not completed.*

Have you participated in the City of Dubuque City Life Program Life program? Yes

If so, when? It was the very first one at MFC hosted Temwa Phiri

Are you currently serving on other Boards, Commissions, or Committees? No

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or

Committee
before?

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission?

I live in the 4th Ward and I want to be a part of change and impact in my community. I also want to be more aware of the needs and situations in my community. As a black man who has been a part of this community for some time now, I feel I have something to offer; to bring to the table if you.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I am the founder and CEO of Positive Productions Plus LLC, a black-owned business. I am also a 3D animator and producer for film and corporate work. As a black man who has lived in Dubuque for just short of 40 years, that alone should suffice. As a creative in Dubuque, it has opened doors to work in diverse environments through and with The MFC, The Voices Studio, Dubuque Museum of Art, and others.

Share your experience working in diverse environments:

As a black-owned business and a creative in Dubuque, it has opened doors to work in diverse businesses like The MFC, The Voices Studio, and the Dubuque Museum of Art. I have produced various videos, websites, and marketing for these organizations as well as others.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Alex Dixon
Brad Cavanagh
Gene Tully
Sam Mulgrew
Bob Woodward
Tom Woodward

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Dale L. Campbell Jr

Date:

12/11/2024

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CHAPTER 2

EQUITY AND HUMAN RIGHTS COMMISSION

SECTION:

8-2-1: Commission Created

8-2-2: Purpose

8-2-3: Internal Organization And Rules

8-2-4: Procedures For Operation

8-2-5: Membership

8-2-6: Oath

8-2-7: Terms

8-2-8: Vacancies

8-2-9: Officers; Organization

8-2-10: Meetings

8-2-11: Compensation

8-2-12: Removal

8-2-13: Powers

8-2-14: Records To Be Public; Exceptions

8-2-15: Confidentiality Of Complaints

8-2-16: Subpoenas

8-2-1: COMMISSION CREATED:

There is hereby created the equity and human rights commission. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-2: PURPOSE:

The purpose of the commission is to hold hearings, compel the production of evidence, and determine the merits of complaints alleging unfair or discriminatory practices in housing, employment, education, credit, or places of public accommodation; to investigate and study the existence, character, causes, and extent of inequity and discrimination and to attempt to eliminate inequity and discrimination by educating the public and promoting equity and human rights in the community; and to take action in the community to promote equitable and inclusive behavior and to eliminate discrimination and advance equity based on age, race, creed, color, sex, national origin, religion, ancestry, disability, marital status, familial status, sexual orientation, or gender identity. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 45-15, 7-20-2015)

8-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 45-15, 7-20-2015)

8-2-5: MEMBERSHIP:

The commission comprises nine (9) residents of the city, appointed by the city council from various racial, religious, cultural, and social groups within the city. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 45-15, 7-20-2015)

8-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 45-15, 7-20-2015)

8-2-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 45-15, 7-20-2015)

8-2-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 45-15, 7-20-2015)

8-2-13: POWERS:

The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

- A. To investigate and study the existence, character, causes, and extent of inequity and discrimination in public accommodations, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such inequity and discrimination through education, conciliation, and recommended changes to policy and practice.
- B. To hold hearings upon any complaint made against a person, an employer, an employment agency, a labor organization, or the employees or members thereof, to subpoena witnesses and compel their attendance at such hearings, to administer oaths and take the testimony of any person under oath and to compel such person, employer, employment agency, labor organization, or employees or members thereof, to produce for examination any books and papers relating to any matter involved in such complaint. The commission will issue subpoenas for witnesses in the same manner and for the same purpose on behalf of the respondent upon the respondent's request. Such hearings may be held by the commission, by any commissioner, or by any hearing examiner appointed by the commission. If a witness either fails or refuses to obey a subpoena issued by the commission, the commission may petition the district court having jurisdiction for issuance of a subpoena and the court must, in a proper case, issue the subpoena. Refusal to obey such subpoena is subject to punishment for contempt.
- C. To develop recommendations for actions to strengthen policies, practices, services and programs that will, in the judgment of the commission, promote equitable and inclusive behavior that tends to eliminate inequity and discrimination.
- D. To prepare and transmit to the Mayor and City Council from time to time, but not less often than once each year, reports describing its proceedings, hearings conducted, and the outcome thereof, decisions rendered, and the other work performed by the commission.
- E. To make recommendations to the City Council concerning advancing equity, promoting inclusion, and addressing discrimination in order to improve quality of life, livability and equity for all residents.
- F. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, in the planning and conducting of programs designed to advance equity or eliminate discrimination or cultural and intergroup tensions.
- G. To adopt, publish, amend, and rescind regulations consistent with and necessary for the civil rights enforcement provisions of this chapter.
- H. To receive, administer, dispense, and account for any restricted funds that may be voluntarily contributed to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-14: RECORDS TO BE PUBLIC; EXCEPTIONS:

All records of the commission are public except charges, complaints, reports of investigations, statements, and other documents or records obtained in investigation of any charges. (Ord. 45-15, 7-20-2015)

8-2-15: CONFIDENTIALITY OF COMPLAINTS:

No member of the commission or its staff will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a

charge or complaint or the matter therein complained of. (Ord. 45-15, 7-20-2015)

8-2-16: SUBPOENAS:

The commission may issue subpoenas and order discovery in aid of investigations under this title. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas. (Ord. 45-15, 7-20-2015)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
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General Eligibility Requirements for All Boards and Commissions

Note: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

- * Residency within the corporate city limits
- * Minimum age of 18
- * Can not be employed by the City of Dubuque

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Equity and Human Rights Commission
Commission, or
Committee
applying for:

Name: Rick Baumhover

Pronunciation: *Field not completed.*

Street Address: 601 Garfield avenue; apartment 103
You must live
within the
Dubuque city
limits to

apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone (563) 495-1444
Number:

Email dbqhawk@yahoo.com
Address(es):

How did you hear Other:
about City of
Dubuque Boards
and
Commission?

If other, please informed my term was expiring
specify:

Have you No
participated in the
City of Dubuque
City Life Program
Life program?

If so, when? *Field not completed.*

Are you currently Yes
serving on other
Boards,
Commissions, or
Committees?

If yes, which? housing commission, housing trust fund committee, equity and
human rights commission

Have you served Yes
on a Board,
Commission, or
Committee
before?

If yes, which? housing commission, housing trust fund committee, equity and
human rights commission

Why are you i am just completing a current term on this commission and i would
interested in very much wish to continue.
applying for this
Board or
Commission?

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	i am very passionate about human rights for ALL and i enjoy the diverse membership that we have, we always have great discussions.
Share your experience working in diverse environments:	i am a proud member of the dubuque pride executive board and i am 1000% open to everyone regardless of their background, i always look forward to meeting people from all walks of like.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Bryce Parks, 563-590-3840, owner /publisher of 365 magazine and toys for tots organizer Father Steve Garner, 563-542-5038, Pastor of Holy Spirit Parish
Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.	
Signature (type your name here as electronic verification):	rick j baumhover
Date:	december 6, 2024

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To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
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Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Equity and Human Rights Commission

Name: Michaela Marie Freiburger

Please enter the best way to pronounce your name below: *Field not completed.*

Street Address: 1718 Diane Ct

PLEASE NOTE:
you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.

City Dubuque

State IA

Zip Code:	52003
Preferred Phone Number:	5635995633
Email Address(es):	michaela.freiburger@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City of Dubuque Website
If other, please specify:	<i>Field not completed.</i>
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Equity and Human Rights
Place of Employment:	Scouting America
Business Phone Number:	<i>Field not completed.</i>
Job Title/ Duties:	<i>Field not completed.</i>
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I currently serve on this commission. I was appointed to fill a role that was not a full term and would like to fill a full term.
What contributions can you make or state reason for applying?	There are a number of trainings which have equipped me to lead with confidence in this field. I also have experience in how the rules commissions have to follow, which is currently being used on the commission.
Describe your experience working in diverse environments:	My resume notes that I continue to find ways to bring communities together, the right way. My community involvement demonstrates my willingness to show up in spaces and places.

Describe your experience engaging other community members to gather their input and opinions:	Currently, I would like to continue to work on building a plan for expanding the E&HRC to do this the correct way.
List two references: (Include their name and phone number)	Gisella Aitken- Shadle or Ann Marie Jannette, 563.589.4192 Jason Neises or Alex Baum, 563.588.2700
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Equity and Human Rights, County Dubuque County Food Policy Council.
Have you participated in the City Life program?	No
If so, when?	<i>Field not completed.</i>
This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.	
Signature (type your name here as electronic verification):	Michaela Marie Freiburger
Date:	12/5/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/9/2024 6:15:28 PM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Equity and Human Rights Commission

Name: Traci Phillipson

Please enter the best way to pronounce your name below: tray-see fill-up-son

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: Field not completed.

Gender (choose all that apply) Woman

If trans or transgender please specify: Field not completed.

If another identity please specify: *Field not completed.*

Street Address: 2120 Rhomberg Ave

PLEASE NOTE:

you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.

City Dubuque

State IA

Zip Code: 52001

Preferred Phone Number: 9144507722

Email Address(es): traci.phillipson@gmail.com

Place of Employment: Loras College

Business Phone Number: *Field not completed.*

Job Title/ Duties: Assistant Professor

Please list your experience, skills and or education that have prepared you for service on this board/commission:

I have studied and taught on issue of social and political philosophy, including philosophy related to race and gender. I have taken a professional development course at Loras as part of our DEI initiative

What contributions can you make or state reason for applying?

I am interested in learning more about the Equity and human rights issues in Dubuque and helping to alleviate those issues. I would like to use my training and knowledge in the philosophical side of these issues to make a practical difference in the community

Describe your experience working in

I worked in diverse environments and an adjunct and visiting instructor in various colleges in WI and NY before coming to Dubuque. I grew up in a relatively diverse NYC suburb and was able

diverse environments:	to gain experience with a lot of difference cultures in that environment
Describe your experience engaging other community members to gather their input and opinions:	while I have little experience in this area directly, I often ask my students for input in how our class community is run and sometimes make changes based upon their feedback
List two references: (Include their name and phone number)	Felicia Carner 563-212-5885 Susan Crook 865-386-4497
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>
Have you participated in the City Life program?	No
If so, when?	<i>Field not completed.</i>
Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
If yes to the above question, please list the	<i>Field not completed.</i>

organization that
offered the
program and the
date of
completion:?

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification): Traci Ann Phillipson

Date: 07/09/2024

Email not displaying correctly? [View it in your browser.](#)

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 25

Indicates openings within 2025

Open

Indicates Current Opening

**

Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Douglas	Brotherton	9/14/25
Public Member 2	Marianne	Kurtz-Weber	9/14/25
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Open	Open	9/14/28

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

County Rep.	Laurie	Guy	2/15/26
County Rep.	Mary	Goebel	2/15/26
Public Member 1	Open	Open	Unknown
ZBA Rep.	Rena	Stierman	3/25/27
ZBA Rep.	Jonathan	McCoy	3/25/26

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

County Rep.	Open	Open	12/31/26
County Rep.	Mary	Goebel	12/31/26
Public Member 1	Open	Open	12/31/26
ZAC Rep.	Richard	Russell	7/1/27
ZAC Rep.	Matthew	Mulligan	7/1/25

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

At-Large - Outside Cultural Dist. 1	Franco	Menchaca	6/30/27
Business Prof - In Cultural Dist. 1	#REF!	#REF!	#REF!
Business Prof 2	Gail	Chavenelle	6/30/27
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	David	Barba	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Open	Open	1/1/27
Multidisciplinary Rep. 2	Open	Open	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Open	Open	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1 **	Open	Open	7/16/28
Public Member 2	William	Hindricks	7/16/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month,

3:30 p.m., Five Flags

Public Member 1	Danielle	Jacobs	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Brenda	Christner	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Open	Open	6/29/25

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Daniel	White	4/6/25

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/27
Low/Moderate Income Rep. 1	Open	Open	2/15/26
Low/Moderate Income Rep. 2	Open	Open	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Dominique	Jeter	2/15/25
Public Member 1	Open	Open	2/15/27
Public Member 2 **	Dean	Boles	2/15/25
Public Member 3	Michelle	Hinke	2/15/25
Public Member 4	Julie	Woodyard	2/15/26

Equity and Human Rights Commission**3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2**

Public Member 1	Rick	Baumhover	1/1/25
Public Member 2	Luselena	Bravo	1/1/26
Public Member 3	Matt	Zanger	1/1/26
Public Member 4	Jake	Kurczek	1/1/26
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	DeLano	Cain-Watson	1/1/27
Public Member 7	Maitha	Jolet	1/1/25
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/25

HISTORIC PRESERVATION COMMISSION**3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.**

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/25
Langworthy District 1	Open	Open	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/25
Interim District Rep. 1	Open	Open	No Appointment Needed

HOUSING APPEALS AND MEDIATION BOARD**3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.**

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Cole	Hansen	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION**3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.**

Public Member 1 **	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/25
Public Member 4	Matt	Henick	8/17/27
Public Member 5	David	Wall	8/17/27
Public Member 6	Cathy	Dickens	8/17/25
Public Member 7	Julietta	Scott	8/17/26
Public Member 8 **	Rick	Baumhover	8/17/25
Public Member 9 ** **	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HOUSING TRUST FUND ADVISORY COMMITTEE**3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/26
Public Member 1	Open	Open	8/17/25
Public Member 2	Jim	Holz	8/17/27
Public Member 3	Michelle	Becwar	8/17/27

INVESTMENT OVERSIGHT ADVISORY COMMISSION**3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall**

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Open	Open	7/1/27
Public Member 4	Joshua	Merritt	7/1/25
Public Member 5	Gary	Ruden	7/1/25

LONG RANGE PLANNING ADVISORY COMM.**3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Merfeld	8/17/25
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Cliff	Conrad	7/1/25
Public Member 6	Open	Open	7/1/25

PARKS AND RECREATION ADVISORY COMMISSION**3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations**

Public Member 1 **	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/25
Public Member 6	Josh	Jorgenson	6/30/25
Public Member 7	Jason	Henkel	6/30/25

RESILIENT COMMUNITY ADVISORY COMMISSION**3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center**

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Dean	Boles	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	David	Mc Dermott	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD**3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.****Intermodal Transit Station**

Public Member 1	Open	Open	7/30/25
Public Member 2	Open	Open	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Open	Open	7/30/27

ZONING ADVISORY COMMISSION**3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..**

Public Member 1 **	Matthew	Mulligan	7/1/25
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/25

ZONING BOARD OF ADJUSTMENTS**5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..**

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2 **	Keith	Ahlvin	3/25/25
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE:	Resolution Approving a Proposed Development Agreement with Dubuque and Jackson County Habitat for Humanity
SUMMARY:	Proof of publication on notice of public hearing to consider City Council adopt a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity, and City Manager recommending approval. RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque And Jackson County Habitat For Humanity, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Grant Obligations
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Proposed Development Agreement with Dubuque and Jackson County Habitat for Humanity

DATE: December 23, 2024

Economic Development Director Jill Connors is recommending City Council adopt a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity.

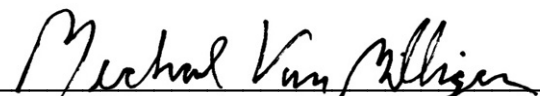
The Developer is proposing to create 14 single family homes adjacent to Mount Pleasant Home. The project is located within the Mount Pleasant Place Urban Renewal Area which has been designated by City Council Resolution No. 250-24 as an economic development area. The Developer has indicated the project will be conducted in phases with Phase I representing the creating of six low- and moderate-income housing units. Overall, the project represents a unique opportunity to create affordable, single-family homes within the City of Dubuque.

Key elements of the Development Agreement are as follows:

1. Developer to create 14 single family homes, two detached garage structures, 15 covered parking spaces, and 18 surface parking spaces by December 31, 2028.
2. City to award 15 years of tax increment financing incentives in the form of semi-annual rebates. The tax increment rebates are not anticipated to exceed \$500,000.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Alexis Steger, Housing & Community Development Director
Wally Wernimont, Planning Services Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Proposed Development Agreement with Dubuque and Jackson County Habitat for Humanity

DATE: December 20, 2024

INTRODUCTION

This memorandum presents for City Council review and approval a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity.

BACKGROUND

Dubuque and Jackson County Habitat for Humanity (Developer) is a 501(c)(3) non-profit organization that works to provide affordable housing solutions in Dubuque and Jackson Counties. Since founding in 1991, the Developer has built 23 homes to help families working to improve their living situations. The Developer is committed to building, rehabilitating, and maintaining safe and affordable homes.

DISCUSSION

The Developer is proposing to create 14 single family homes adjacent to Mount Pleasant Home. The project is located within the Mount Pleasant Place Urban Renewal Area which has been designated by City Council Resolution No. 250-24 as an economic development area. The Developer has indicated the project will be conducted in phases with Phase I representing the creating of six low- and moderate-income housing units. Overall, the project represents a unique opportunity to create affordable, single-family homes within the City of Dubuque.

Key elements of the Development Agreement are as follows:

1. Developer to create 14 single family homes, two detached garage structures, 15 covered parking spaces, and 18 surface parking spaces by December 31, 2028.
2. City to award 15 years of tax increment financing incentives in the form of semi-annual rebates. The tax increment rebates are not anticipated to exceed \$500,000.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION

I recommend adopting the attached resolution approving the Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity.

**AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE AND JACKSON COUNTY HABITAT FOR HUMANITY**

This Agreement, dated for reference purposes the _____ day of _____, 2024, by and between the City of Dubuque, Iowa, a municipality (City), established pursuant to Iowa Code and acting under authorization of Iowa Code Chapter 489, as amended (Urban Renewal Act), and Dubuque and Jackson County Habitat for Humanity, an Iowa Nonprofit Corporation with its principal place of business in Dubuque, Iowa (Developer).

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken an urban renewal project to advance the community's ongoing economic development efforts; and

WHEREAS, Developer is the owner of the following described real property:

Lot 2 of Mount Pleasant Place, Lots 55, 56, 57, and 58 in Rosedale Addition, and, Lots 8, 9, 10, and 11 of the Subdivision of Lot 3 of the Subdivision of Mineral Lot No. 178, all in the City of Dubuque, Iowa, according to the respective recorded Plats thereof

(the Property)

; and

WHEREAS, the Developer plans a development of single-family homes designated for low and moderate income families as defined by Iowa Code Section 403.17(12) and needed public infrastructure on lots all of which are owned by Developer as of the date of this Agreement (the Project) which is located in the Project Area, and thereafter to cause the same to be operated in accordance with this Agreement; and

WHEREAS, the Project is located within the Mount Pleasant Place Housing Urban Renewal Area (the Project Area); and

WHEREAS, as of the date of this Agreement an urban renewal plan for the Project Area consisting of the Urban Renewal Plan for the Mount Pleasant Place Housing Urban Renewal Area, was approved by the City Council of City on the 5th day of August 2024, (the Urban Renewal Plan); and

WHEREAS, a copy of the Urban Renewal Plan, as constituted on the date of this Agreement, attached hereto as Exhibit A, is on file with the Clerk for the City; and

WHEREAS, the City intends to assist the Project through economic development grants; and

WHEREAS, City believes that the Project and the development of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of City and in accord with the public purposes and provisions of the applicable federal, state, and local laws and the requirements under which the Project has been undertaken and is being assisted.

NOW THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES.

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery, and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit E.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.
- (6) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if

such representations and warranties had been made on and as of the Closing Date.

1.2 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is duly organized and validly existing or authorized under the laws of the State of Iowa and have all requisite power and authority to own and operate their properties, to carry on their respective business as now conducted and as presently proposed to be conducted, and to enter into and perform their obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer, and assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to the City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit C.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state, and federal laws and regulations.

(6) Developer will use good faith efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has commitments for permanent financing for the Development Project and all of their respective obligations under this Agreement in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Closing Date.

1.3 Conditions to Closing. The closing of the transaction (the Closing) contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the Closing, City shall deliver a certificate in the form of Exhibit D.

(2) Developer has obtained any and all necessary governmental approvals, including without limitations approval of zoning, subdivision, or platting which might be necessary or desirable in connection with the development of the Property. Any conditions imposed as a part of the zoning, platting or subdivision must be satisfactory to Developer, in its sole opinion. City shall cooperate with Developer in attempting to obtain any such approvals and shall execute any documents necessary for this purpose, provided that City shall bear no expense in connection therewith. In connection therewith, City agrees (a) to review all of Developer's plans and specifications for the Project and to either reject or approve the same in a prompt and timely fashion; (b) to issue a written notification to Developer, following City's approval of same, indicating that City has approved such plans and specifications, and that the same are in compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, this Agreement and any other applicable City or affiliated agency requirements, with the understanding that Developer and its lenders shall have the right to rely upon the same in proceeding with the project; (c) to identify in writing within ten (10) working days of submission of said plans and specifications, any and all permits, approvals and consents that are legally required, and the construction, use and occupancy of the Project with the intent and understanding that Developer and its lenders and attorneys will rely upon same in establishing their agreement and time frames for construction, use and occupancy, lending on the project and issuing legal opinions in connection therewith; and (d) to cooperate fully with Developer to streamline and facilitate the obtaining of such permits, approvals and consents.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with

equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of such party's financial ability as in the reasonable judgment of City is required.

(5) Receipt of an opinion of counsel to Developer in the form attached hereto as Exhibit C.

(6) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied to the full satisfaction of such party in such party's sole and unfettered discretion. Upon the giving of notice of termination by such terminating party to the other parties to this Agreement, this Agreement shall be deemed null and void.

(7) Developer shall have recorded a final plat of the Property.

1.4 Closing. The closing shall take place on the Closing Date which shall be the 13th of February, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the February 28, 2025. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.5 City's Obligations at Closing. At or prior to Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. INFRASTRUCTURE IMPROVEMENTS.

2.1 Required Improvements. City acknowledges that Developer is developing a residential development on the Property as shown on the Conceptual Development Plan attached hereto as Exhibit B. Developer agrees as follows (the Required Improvements):

(1) To construct fourteen (14) single-family owner-occupied residences, two (2) detached garage structures containing a total of fifteen (15) covered parking spaces, and eighteen (18) surface parking spaces.

(2) To construct a 26-foot-wide private drive that will extend throughout the site providing access to all the residences. The private driveway location has been reviewed and approved by the City of Dubuque Engineering Department to ensure adequate visibility for safe entry and exit from the development.

2.2 Plans for Construction of Required Improvements. Plans and specifications with respect to the Property and the construction of the Required Improvements thereon (the Construction Plans) shall be in conformity with the Urban Renewal Plan, this Agreement,

and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens, and charges applicable to the Property, in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the Required Improvements to be constructed by Developer on the Property. All work with respect to the Required Improvements shall be in substantial conformity with the Construction Plans approved by City. Developer specifically acknowledges and understands the requirements and limitations of Iowa Code §403.22 (6).

2.3 Timing of Required Improvements. Developer hereby agrees that construction of Required Improvements, shall be commenced by March 31, 2025, and completed by December 31, 2028. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

SECTION 3. CITY PARTICIPATION.

3.1 Economic Development Grants. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make twenty (20) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043
November 1, 2043	May 1, 2044
November 1, 2044	May 1, 2045

The foregoing grants will be made pursuant to Iowa Code §403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code §403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code §403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six (6) month period in respect of the Property and improvements constructed by Developer (the Developer Tax Increments), and no Grant may exceed such Developer Tax Increment nor may the total of such Grants exceed the total Developer Tax Increments. Developer recognizes and agrees that the Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

The foregoing schedule is subject to change based upon Developer's actual date of completion of the Minimum Improvements. Developer must inform City of any need to amend the schedule of the Economic Development Grants based on the date of Minimum Improvement completion.

A. To fund the Economic Development Grants, City shall certify to the County prior to December 1 of 2029 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer during the period such tax increment revenues accrue, on November 1 and May 1 of that fiscal year. (Example: If City so certifies by December 2029, the Economic Development Grants in respect thereof would be paid to Developer on November 1, 2030 and May 1, 2031.)

B. The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Mount Pleasant Housing TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term and to apply the incremental taxes collected in respect of the Property and improvements and allocated to the Mount Pleasant Housing TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.3(A) hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City

timely applies the Developer Tax Increments actually collected and held in the Mount Pleasant Housing TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.2 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation. Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grant due and payable in that future fiscal year, then City shall have no further obligation to Developer for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other

provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER.

5.1 Books and Records. During the term of this Agreement, Developer shall keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.2 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.3 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve, and keep, or cause others to maintain, preserve, and keep, the improvements in good repair and working order, except for ordinary wear and tear, and from time to time shall make all necessary repairs, replacements, renewals, and additions. Nothing in this Agreement, however, shall be deemed to alter any agreements between Developer or any other party including, without limitation, any agreements between the parties regarding the care and maintenance of the Property.

5.4 Non-Discrimination. In carrying out the Project, Developer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.5 Conflict of Interest. Developer agrees that no member, officer, or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.6 Non-Transferability. Until such time as the improvements are complete this Agreement may not be assigned by Developer to another party without the prior written consent of City, which shall not be unreasonably withheld. Thereafter, Developer shall

have the right to assign this Agreement and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.7 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

A. Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a residential development is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

B. Not discriminate upon the basis of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation in the sale, lease, rental, use, or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.8 Release and Indemnification Covenants.

A. Developer releases City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Section, the Indemnified Parties) from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or resulting from any defect in the improvements.

B. Except for any gross negligence, willful misrepresentation, or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising from:

(1) Developer's violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand, or other proceeding brought by Developer against City based on an alleged breach of any representation, warranty, or covenant of City under this Agreement and/or to enforce its rights under this Agreement); or

(2) The acquisition, construction, installation, ownership, and operation of the improvements in accordance with the Final Plat and Improvement Plans as approved by the City Council Resolution with Developer Acknowledgment until such time as Developer's warranty of the improvements has expired or, for individual lots, upon sale of a lot to a new owner; or

(3) the condition of the Property and any hazardous substance or environmental contamination located in or on the Property, caused by Developer and occurring after Developer takes possession of the Property.

C. The Indemnified Parties shall not be liable to Developer for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be on, in or about the improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

D. All covenants, stipulations, promises, agreements, and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of City, and not of any governing body member, officer, agent, servant, or employee of City in their individual capacity thereof.

E. The provisions of this Section shall survive the termination of this Agreement.

5.9 Compliance with Laws. Developer shall comply with all laws, rules, and regulations relating to its businesses, other than laws, rules, and regulations for which the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial, or otherwise, of Developer.

5.10 Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property, no residential rental unit shall be leased to any tenant for an initial term of fewer than 30 days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES.

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- A. Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the improvements and the Property. After the issuance of the Certificate of Completion, however, such event shall not entitle City to the remedy provided in Section 6.2.
- B. Failure by Developer to cause the construction of the Required Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of the Final Plat and Improvement Plans as approved by the City Council Resolution with Developer Acknowledgment and this Agreement.
- C. Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

6.2 Remedies on Default by Developer. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- A. City may suspend its performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by City, that the defaulting party will cure its default and continue its performance under this Agreement;
- B. City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. Except as otherwise provided in this Agreement, no remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable, or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS.

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Dubuque and Jackson County Habitat for Humanity
 Attn: Hillary Dalton
 900 Jackson Street STE LL5-2E
 Dubuque IA 52001
 Phone: (563) 556-2195

With copy to: Kane, Norby, and Reddick, P.C.
 Joseph P. Kane
 2100 Asbury Road, Suite 2
 Dubuque, Iowa 52001
 Phone: (886) 493-0667

If to City: City of Dubuque
 Attn: City Manager
 50 W. 13th Street

Dubuque, Iowa 52001

With copy to: City Attorney's Office
300 Main Street, Suite 330
Dubuque, IA 52001

or at such other address with respect to any party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 30, 2045 following the last payment for Grants (the Termination Date) pursuant to Iowa Code §403.22.

7.4 Execution by Facsimile or Email. The parties agree that this Agreement may be transmitted among them by facsimile machine or email. The parties intend that the faxed or scanned signatures constitute original signatures and that a faxed or scanned Agreement containing the signatures (original, faxed, or scanned) of all the parties is binding on the parties.

7.5 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit F in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

CITY OF DUBUQUE, IOWA

**DUBUQUE AND JACKSON COUNTY
HABITAT FOR HUMANITY**

By: _____
Brad M. Cavanagh, Mayor

By: Hilary Dalton

Hilary Dalton, Executive Director

Adrienne N. Breitsfelder, City Clerk

LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B	Conceptual Site Plan
Exhibit C	Opinion of Developer's Counsel
Exhibit D	City Certificate
Exhibit E	Opinion of City's Counsel
Exhibit F	Memorandum of Development Agreement

EXHIBIT A
URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN

**LOT 2 OF
MOUNT PLEASANT PLACE,
LOTS 8, 9, 10, & 11 OF
SUB OF LOT 3 OF ML 178,
AND LOTS 55, 56, 57, & 58
OF ROSEDALE ADD.
CITY OF DUBUQUE, IOWA.**

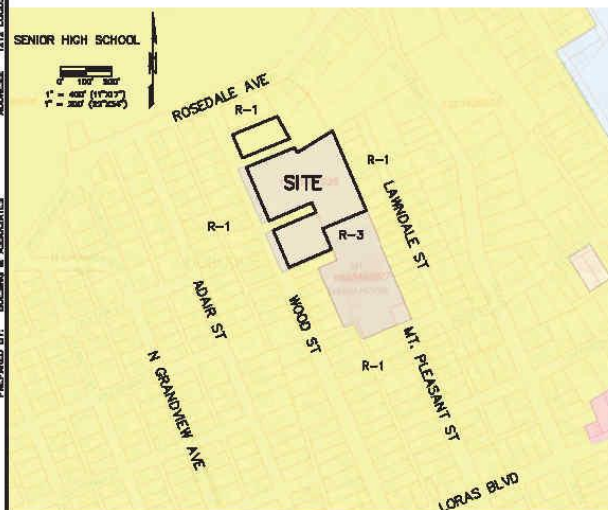
EXHIBIT A

SHEET INDEX

1/8 MSG. (TITLE, LOCATION MAP, LEGEND...)
2/8 OVERALL & NOTES
3/8 - 4/8 DETAIL W/ NOTES & DBL
5/8 - 6/8 DETAIL W/ XTG LIDAR CONT. & SPOT ELEV.

OWNER:
DUBUQUE & JACKSON COUNTY HABITAT FOR HUMANITY INC.
900 JACKSON ST. SUITE 115-2E
DUBUQUE, IA 5200

OWNER'S REP.:
ERIC DREGNE
NEXT LEVEL
408 PARK AVE
GALENA, IL 61038



PRELIMINARY
NOT FOR CONSTRUCTION

STILNER[illegible]

BOONE
CITY OF DANBURG
ENGINEERING DIVISION
200 E 10TH ST.
DANBURG, IA
(505) 388-4274

WATER
CITY OF DANBURG
WATER DIVISION
200 E 10TH ST.
DANBURG, IA
(505) 388-4300

ELECTRIC
ALLIANT ENERGY
3000 CHAMBERLAIN RD.
DANBURG, IA
(505) 387-0643
NATE BUCKNER

GAZ
BLACK HILLS ENERGY
1910 CHASE CROSS ST.
DANBURG, IA
(505) 388-3011
JUSTIN LEBMAN

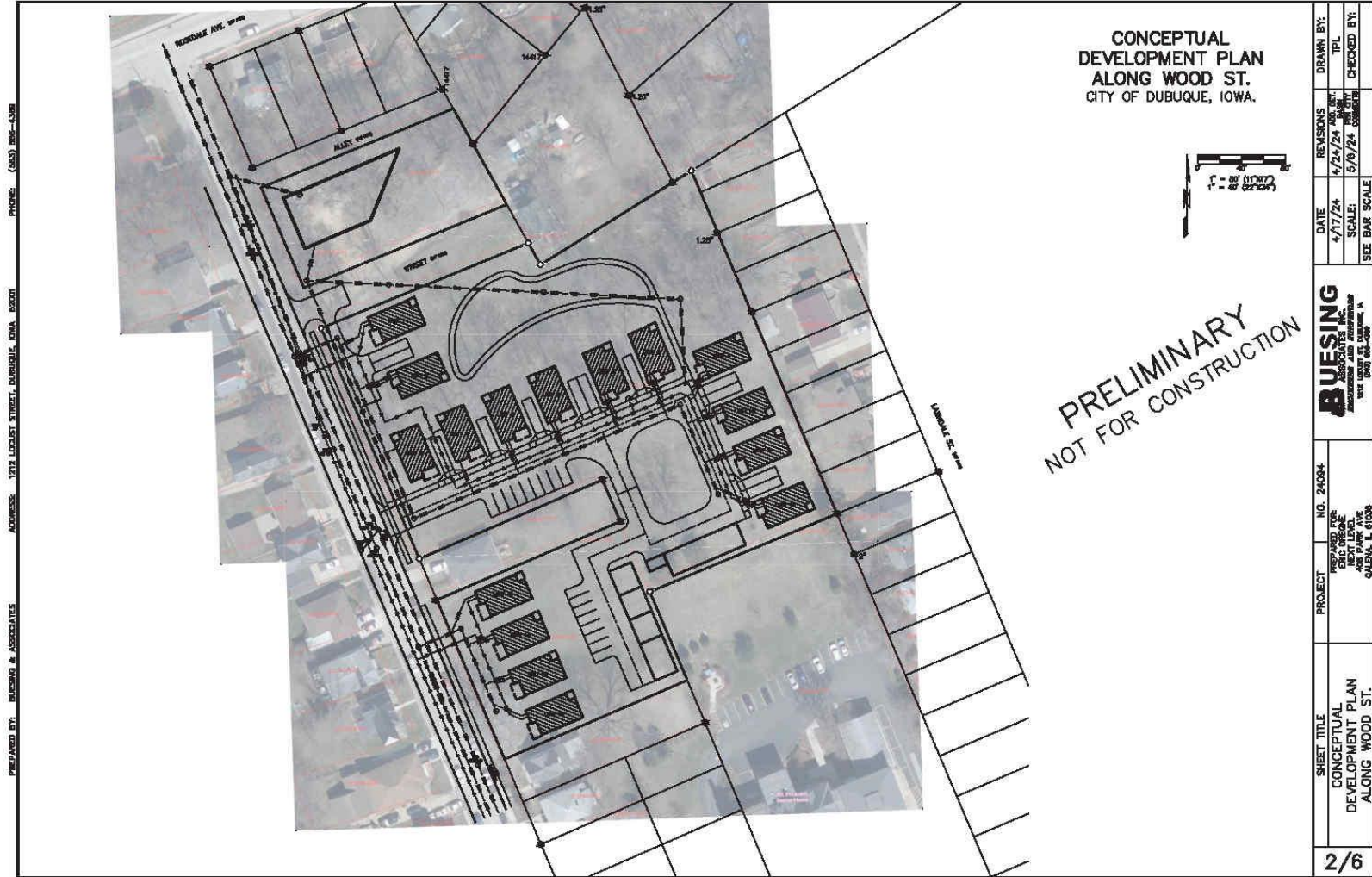
**THE JOURNAL OF
COMPARATIVE LAW**
3008 Union Road
Baltimore, MD
(410) 528-2200
JCL@JCL.UMD.EDU

**CARLE TY
SERVICES
3000 JOHNSON
BLVD., LA
(504) 884-0000
BOB McDONALD**

LEGEND

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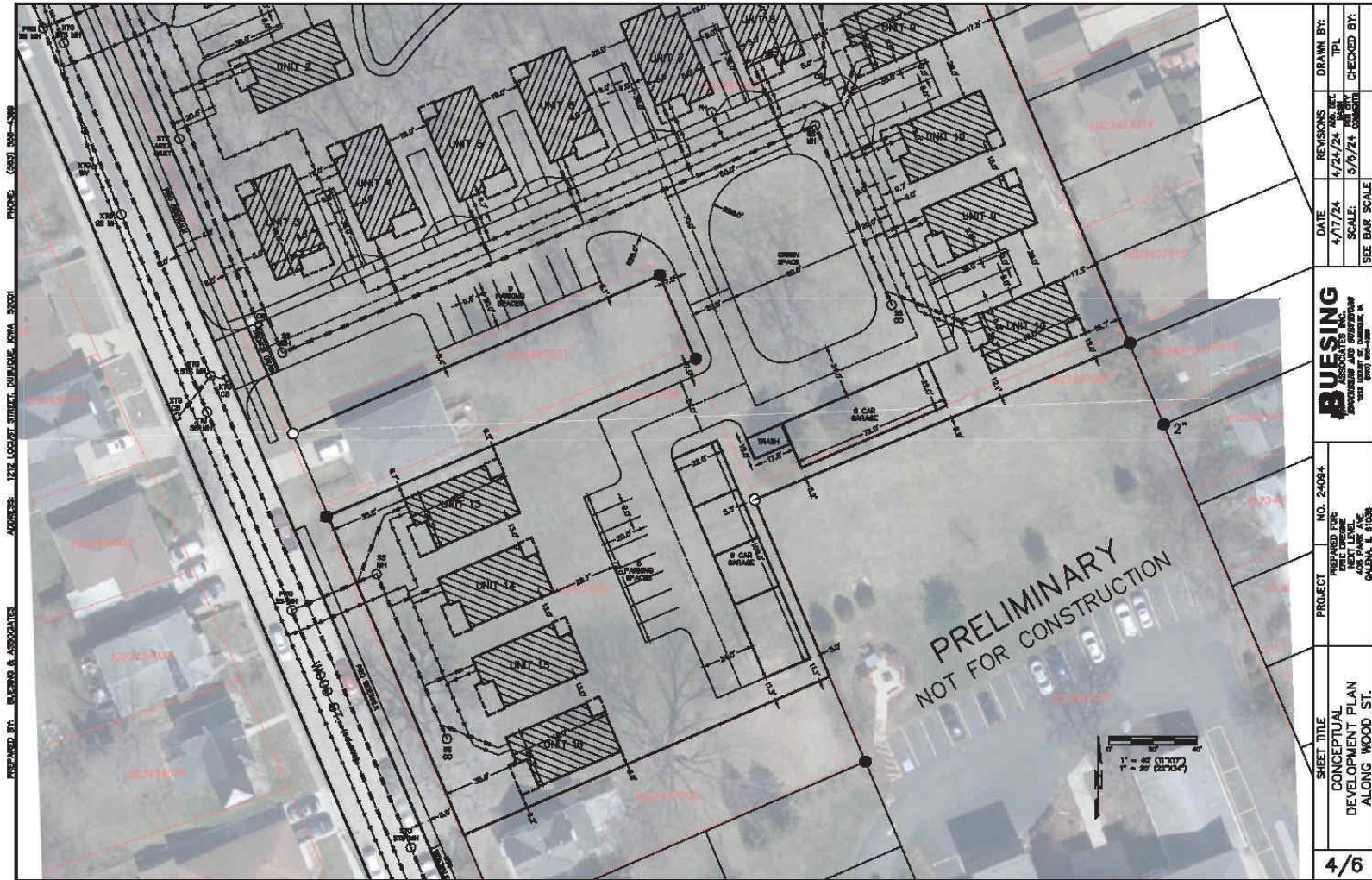
1/6	SHEET TITLE CONCEPTUAL DEVELOPMENT PLAN ALONG WOOD ST.	PROJECT ERIC DRENE NEXT LEVEL WOOD ST. ALEXANDRIA, VA CLENA, L 61038	NO. 24094	 BUESING ASSOCIATES INC. ARCHITECTS AND INTERIORS 1000 SOUTH 10TH AVE. SUITE 200 ALEXANDRIA, VA 22304				DATE 4/7/74	REVISIONS 4/24/74 NO. 24094	DRAWN BY: TPL
				SCALE: SEE BAR SCALE	CHECKED BY:					





PREPARED BY: BUESING & ASSOCIATES
ADDRESS: 1174 LOCUST STREET, KANSAS CITY, MO 64105
PHONE: (816) 524-4300

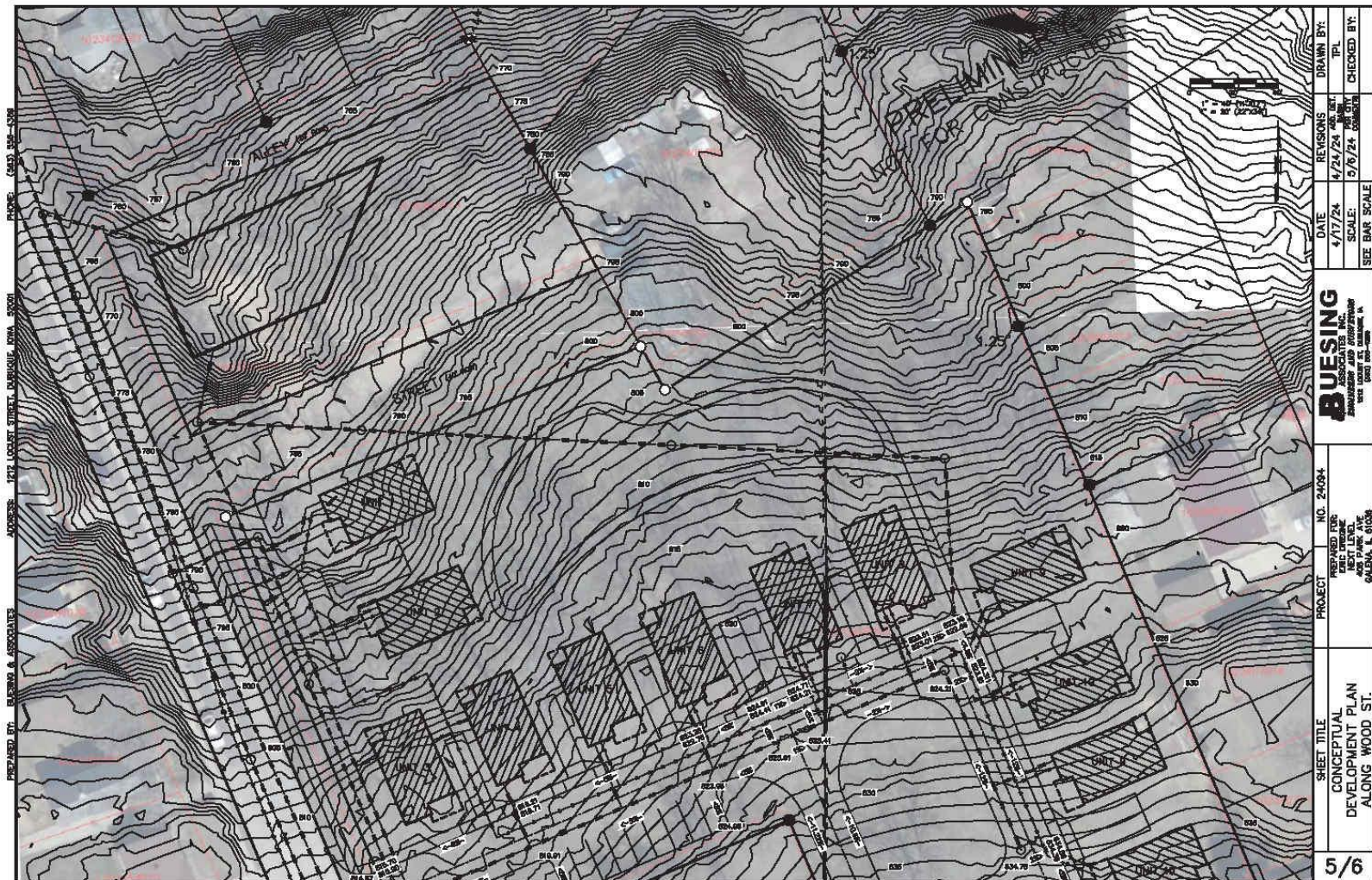
3/6	SHEET TITLE CONCEPTUAL DEVELOPMENT PLAN ALONG WOOD ST.	PROJECT NO. 24004	PREPARED FOR ERIC LEMMON 1511 E. 15TH AND GALVANA, L. 61026	BUESING ASSOCIATES, INC. 200 WEST 10TH AVENUE KANSAS CITY, MO 64105 (816) 524-4300				DATE 4/17/24	REVISIONS 4/24/24 NO. 1	DRAWN BY: TPL
				SCALE: 1" = 30'	5/9/24 COMPLETED	CHECKED BY:				
				SEE BAR SCALE						

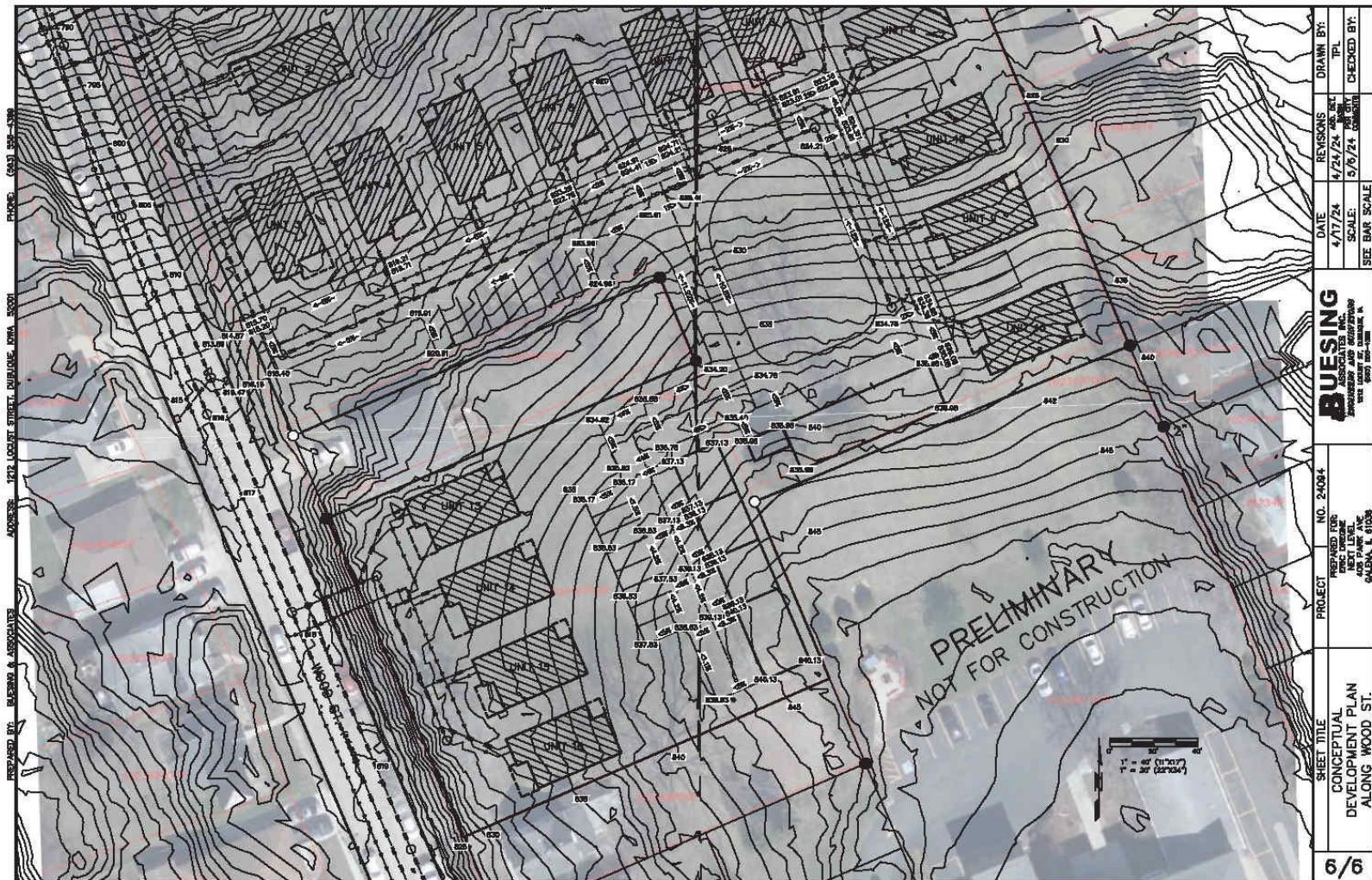


PREPARED BY: BUESING & ASSOCIATES, INC. ADDRESS: 1774 LOCUST STREET, KILBOURNE, OHIO 43001 PHONE: (614) 891-1300

4/6	SHEET TITLE CONCEPTUAL DEVELOPMENT PLAN ALONG WOOD ST.	PROJECT NO. 24004 PREPARED FOR: ERIC DORNE KILBOURNE COMMUNITY DEVELOPMENT AUTHORITY KILBOURNE, OHIO 43001	BUESING ASSOCIATES INC. 1774 LOCUST STREET KILBOURNE, OHIO 43001 TEL: (601) 891-1300 FAX: (601) 891-1301	DATE	REVISIONS	DRAWN BY:		
				4/17/24	4/24/24	TPL		
				SCALE:			5/5/24	CHECKED BY:
				SEE BAR SCALE				

4/6





6/6	SHEET TITLE CONCEPTUAL DEVELOPMENT PLAN ALONG WOOD ST.	PROJECT NO. 24004 PREPARED FOR: ERIC URENGE NEXT LEVEL DEVELOPMENT ALONG WOOD ST. GALVESTON, TEXAS CALL: 1. 813.08	BUESING ASSOCIATES, INC. ENGINEERS AND ARCHITECTS 1000 10TH AVENUE, SUITE 100 GALVESTON, TEXAS 77550			DATE 4/17/24	REVISIONS 4/24/24 4/
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EXHIBIT C
OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa, and Dubuque and Jackson County Habitat for Humanity

Dear Mayor and City Councilmembers:

We have acted as counsel for Dubuque and Jackson County Habitat for Humanity (Developer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2024.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is an Iowa Nonprofit Corporation with its principal place of business at Dubuque, Iowa and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To the best of our knowledge, there are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

We have examined such documents and certificates of public officials and officers of the Developer as we have deemed necessary for the purposes of this opinion. As to the existence of facts which are material to this opinion, we have relied upon certificates of public officials, statements by officers and resolutions of the Members of the Developer. In rendering our opinion, we have assumed (i) the legal capacity of all natural persons and the capacity and corporate power of all parties to the documents examined by us other than the Developer, (ii) the due authorization, execution and delivery of each document examined by us, by all parties to such documents other than the Developer, (iii) the genuineness of all signatures other than the signatures of the representatives of the Developer, (iv) the authenticity of all documents submitted to us as originals; (v) the conformity to original documents of all documents submitted to us as copies; and (vi) the City has no knowledge, direct or through their counsel, which would render any of the representations set forth herein inaccurate or incorrect. We have not made any independent investigation to verify any assumptions made herein, and have not undertaken any factual investigation into the business, properties, agreements or litigation of the Developer for the purpose of rendering the opinions expressed herein. There may exist matters of a factual nature which could have a bearing on our opinions expressed herein, with respect to which we have not been consulted or are otherwise unaware. Where used herein, the language "to the best of our knowledge" or language of similar nature means to our actual knowledge with no duty to inquire further of any person or document. Said language is intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Developer, or whom we reasonably believe have knowledge of the affairs of the Developer. We have assumed that all representations and warranties made by any party to the Development Agreement are true and correct. We have examined the law, the resolutions of the members of Developer, the Development Agreement, and such company proceedings of the Developer and such other documents, certificates, instruments and matters as we deem necessary to render this opinion.

The foregoing opinions are subject to:

(a) Equitable principles of general applicability (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, public policy, equitable subordination and the possible unavailability of specific performance or injunctive relief), regardless of whether considered in a proceeding in equity or at law or whether codified by statute;

(b) The unenforceability of provisions purporting to waive rights, claims, demands, liabilities or defenses to obligations, known or unknown, suspected or unsuspected, where such waivers are contrary to any applicable law or against public policy;

(c) The unenforceability, under certain circumstances, of provisions of agreements to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or

remedy, or that the election of some particular remedy or remedies does not preclude recourse to one or another remedy;

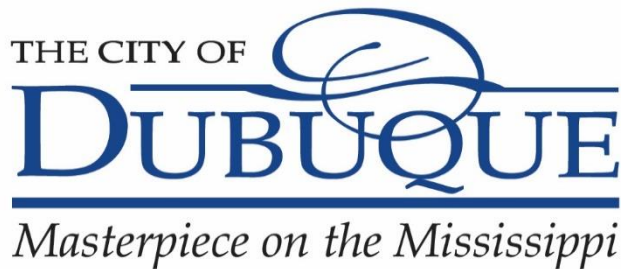
(d) The unenforceability under certain circumstances, of provisions which purport to govern forum selection or consent to jurisdiction; and

(e) The potential to vary the terms of the Development Agreement on the basis of parol evidence.

The opinions set forth herein are given as of the date hereof. We disclaim any obligation to notify you or any other person after the date of this letter if any change in fact and/or law should change our opinion with respect to any matters set forth herein. This opinion is for your benefit only and may not be quoted in whole or in part or otherwise referred to in any documents, or delivered to or filed with any person or entity, or relied upon by any other person or entity, without our prior written consent.

Very truly yours,

EXHIBIT D
CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Re: Development Agreement between the City of Dubuque, Iowa, and Dubuque and Jackson County Habitat for Humanity

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Dubuque and Jackson County Habitat for Humanity (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2024.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement do not and shall not result in any material breach of any terms or conditions of any mortgage, bond, indenture, agreement, contract, license, or other instrument or obligation to which City is a party or by which either the City or the Property being conveyed are bound, nor shall the execution, delivery and performance of this Agreement violate any statute, regulation, judgment, writ, injunction or decree of any court threatened or entered in a proceeding or action in which City may be bound or to which either City or the Property being conveyed may be subject.
- (2) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement, and has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit E.
- (3) City shall exercise its best efforts to assist with Developer in the development process.
- (4) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(5) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:jh

EXHIBIT E
OPINION OF CITY'S COUNSEL

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Dubuque and Jackson County Habitat for Humanity (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2024.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 2024, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

BAL:JLM

EXHIBIT F
MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement between the **City of Dubuque, Iowa**, an Iowa municipal corporation, of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity was made regarding the following described premises:

Lot 2 of Mount Pleasant Place, Lots 55, 56, 57, and 58 in Rosedale Addition, and, Lots 8, 9, 10, and 11 of the Subdivision of Lot 3 of the Subdivision of Mineral Lot No. 178, all in the City of Dubuque, Iowa, according to the respective recorded Plats thereof

(the Property)

The Development Agreement is dated for reference purposes the ____ day of _____, 2024, and contains covenants, conditions, and restrictions concerning the use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 2024.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA

DUBUQUE COUNTY : **SS:**

On this ____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa and that said instrument was signed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

Prepared by Ian C. Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-25

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE AND JACKSON COUNTY HABITAT FOR HUMANITY, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS

WHEREAS, Dubuque and Jackson County Habitat for Humanity is the owner of the property legally described as follows:

The South Half of the South one-fifth of Out Lot 441, in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

(the Property); and

WHEREAS, the City Council by Resolution No. 407-24, dated December 16, 2024 declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Dubuque and Jackson County Habitat for Humanity including the issuance of Urban Renewal Tax Increment Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on January 6, 2025 at 6:30 p.m.; and

WHEREAS, it is the determination of the City Council that approval of the Development Agreement for development of the Property by Dubuque and Jackson County Habitat for Humanity, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF DUBUQUE, IOWA:

Section 1. The Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved and adopted this 6th day of January, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE: Approving a Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the Sale of City-owned Real Estate

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving a proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the sale of City-owned real estate, and City Manager recommending approval.

RESOLUTION Approving The Disposal Of An Interest In City Of Dubuque Real Estate By Sale To Theisen's Warehouse, LLC Pursuant To A Purchase Agreement By And Between The City Of Dubuque And Theisen's Warehouse, LLC

**SUGGESTED
DISPOSITION:** Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Purchase Agreement
4. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approving a Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the Sale of City-owned Real Estate

DATE: December 23, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving a proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the sale of City-owned real estate.

City staff desire to reacquire 0.74 acres of the Expansion Area to create additional right of way for South Heacock Road, as well as utilizing soil from the Expansion Area and an approximately 2.54-acre City-owned parcel (to be platted within 30 days of execution of the Purchase Agreement) immediately south of the Expansion Area to facilitate City infrastructure improvements immediately east of these parcels. The soil would be used to grade South Heacock Road, as well as a future development pad immediately north of 5955 Chavenelle Road. Concurrently, Theisen has expressed interest in the 2.54-acre parcel south of the Expansion Area for its operations.

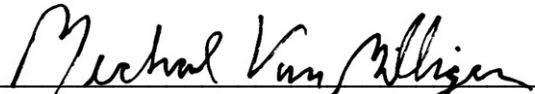
Staff have negotiated an agreement with Theisen's Warehouse, LLC which would be of benefit to both the City and Theisen through the sale of the 2.54-acre City-owned parcel to Theisen in exchange for revestment of the 0.74-acre portion of the Expansion Area to the City.

The parties have agreed on the following:

1. City will convey the 2.54-acre adjacent parcel to Theisen for \$1.00 for the future expansion of its corporate office/industrial facility.
2. Theisen will convey the 0.74-acre portion of the Expansion Property to City for \$1.00.
3. City will grade the Expansion Property, the 2.54-acre adjacent parcel, and the 0.74-acre portion of the Expansion Property as part of a mass grading project at no cost to Theisen. Per the agreement, this grading project must be completed within 5 years of closing. A funding request for this project has been drafted to be included in a future CIP budget request, as current TIF flows are not yet known.

4. City will take possession of the graded fill from this grading project from the aforementioned parcels with no payment from either party to the other.
5. Theisen will grant City an access easement for the grading project.
6. City intends to construct a roundabout adjacent to the 2.54-acre parcel. City will hold Theisen harmless from and against any and all claims for any property damage arising out of the construction of the roundabout.
7. The Purchase Agreement termination date will be June 30 following the completion of the mass grading project by City.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Gus Psihoyos, City Engineer
Bob Schiesl, Assistant City Engineer



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Approving a Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the Sale of City-owned Real Estate

DATE: December 20, 2024

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution approving a proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the sale of City-owned real estate.

BACKGROUND

On June 19, 2006 the City of Dubuque entered into a Development Agreement with Theisen Supply, Inc. and Chavenelle Warehouse Development, LLC (together, "Theisen") for the sale of City-owned property for the construction of an office and distribution facility. Part of that sale included a 2.45-acre Expansion Area to accommodate future development. The Development Agreement provided a property acquisition grant to Theisen as well as an economic development grant to incentivize the construction of the facility, the maintenance of 48 full time jobs, and the addition of 10 full time jobs.

The Development Agreement required the expansion of the facility onto the Expansion Area. Theisen did construct an addition to its facility, but that increased footprint did not extend onto the Expansion Area. Per the terms of the Development Agreement, failure to utilize the Expansion Area would require Theisen to repay the City the acquisition grant for the area not improved.

DISCUSSION

City staff desire to reacquire 0.74 acres of the Expansion Area to create additional right of way for South Heacock Road, as well as utilizing soil from the Expansion Area and an approximately 2.54-acre City-owned parcel (to be platted within 30 days of execution of the Purchase Agreement) immediately south of the Expansion Area to facilitate City infrastructure improvements immediately east of these parcels. The soil would be used to grade South Heacock Road, as well as a future development pad immediately north of 5955 Chavenelle Road. Concurrently, Theisen has expressed interest in the 2.54-acre parcel south of the Expansion Area for its operations.

Staff have negotiated an agreement with Theisen's Warehouse, LLC which would be of benefit to both the City and Theisen through the sale of the 2.54-acre City-owned parcel to Theisen in exchange for revestment of the 0.74-acre portion of the Expansion Area to the City.

The parties have agreed on the following:

1. City will convey the 2.54-acre adjacent parcel to Theisen for \$1.00 for the future expansion of its corporate office/industrial facility.
2. Theisen will convey the 0.74-acre portion of the Expansion Property to City for \$1.00.
3. City will grade the Expansion Property, the 2.54-acre adjacent parcel, and the 0.74-acre portion of the Expansion Property as part of a mass grading project at no cost to Theisen. Per the agreement, this grading project must be completed within 5 years of closing. A funding request for this project has been drafted to be included in a future CIP budget request, as current TIF flows are not yet known.
4. City will take possession of the graded fill from this grading project from the aforementioned parcels with no payment from either party to the other.
5. Theisen will grant City an access easement for the grading project.
6. City intends to construct a roundabout adjacent to the 2.54-acre parcel. City will hold Theisen harmless from and against any and all claims for any property damage arising out of the construction of the roundabout.
7. The Purchase Agreement termination date will be June 30 following the completion of the mass grading project by City.

RECOMMENDATION

I recommend the City Council adopt the attached resolution approving the proposed Purchase Agreement providing for the sale of City-owned property to Theisen's Warehouse, LLC.

**REAL PROPERTY EXCHANGE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
THEISEN'S WAREHOUSE, LLC**

This Real Property Exchange Agreement is entered into as of the Effective Date (as defined herein), between THE CITY OF DUBUQUE, IOWA, ("City") and THEISEN'S WAREHOUSE, LLC ("Theisen"), an Iowa limited liability company with its principal place of business in Dubuque, Iowa.

Recitals

A. City is the owner of undeveloped real property located in Dubuque, Dubuque County, Iowa legally described as **Lot 1-2 McFadden Farm Place No. 4** ("City Property").

B. City intends to survey and convey a portion of the City Property, which shall consist of the balance of the parcel of land remaining after reserving an area for future construction of a traffic "roundabout", totaling approximately 2.54 acres ("City Exchange Property").

C. Theisen is the owner of undeveloped real property located in Dubuque, Dubuque County, Iowa legally described as **Lot 2 of Dubuque Industrial Center West 9th Addition** ("Theisen Property").

D. Theisen intends to survey and convey a portion of the Theisen Property to be known as **Lot 2A of Dubuque Industrial Center West 9th Addition**, to accommodate City's intent to widen the roadway improvements along Heacock Road, such parcel to consist of approximately 0.74 total acres along the eastern boundary of the parcel ("Theisen Exchange Property").

E. The fair market value of the City Exchange Property and the Theisen Exchange Property, combined with the additional consideration exchanged herein, is comparable.

F. City has determined that the Theisen Exchange Property has use for its future development plans of the Industrial Park in which the property is located and would benefit the residents of the City of Dubuque.

G. City has also determined that the additional consideration recited in this Agreement would benefit the mass grading project for the adjacent Dubuque Industrial Center parcels.

H. Theisen desires and intends to acquire the City Exchange Property for purposes of developing and constructing future expansion of business operations in conjunction with the existing industrial facility operations on the adjacent property by Theisen Supply, Inc., and its related and affiliated entities.

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CT
CT

I. City has determined that Theisen's proposed use of the City Exchange Property, in conjunction with the proposed real estate exchange set forth in this Agreement, will constitute a benefit to the residents of Dubuque.

J. City desires to exchange the City Exchange Property for the Theisen Exchange Property, and Theisen desires to exchange the Theisen Exchange Property for the City Exchange Property, all in accordance with the terms and conditions set forth in this Agreement.

K. A diagram of each parcel, for general reference, and subject to final survey, is attached hereto as Exhibit C and D.

Therefore, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

SECTION 1. REAL PROPERTY EXCHANGE.

1.1 Subject to the contingencies set forth in this Agreement, and in accordance with the terms of this Agreement, City will transfer to Theisen the City Exchange Property, together with any easements and appurtenant servient estates, in exchange for the Theisen Exchange Property.

1.2 Subject to the contingencies set forth in this Agreement, and in accordance with the terms of this Agreement, Theisen will transfer the Theisen Exchange Property to City in exchange for the City Exchange Property.

SECTION 2. CONSIDERATION.

2.1 The Purchase Price for the City Exchange Property shall be \$1.00 together with the conveyance by Theisen of the Theisen Exchange Property to City for \$1.00.

2.2 The Purchase Price of the Theisen Exchange Property shall be \$1.00 together with the conveyance of the City Exchange Property to Theisen for \$1.00.

2.3 As further consideration for this Agreement, the Parties agree as follows:

2.3.1 Theisen agrees to allow City to (i) regrade the City Property and the Theisen Property as described in Section 7 herein and (ii) retain the fill from such regrading for its use; and

2.3.2 City agrees that such regrading and removal of fill from such regrading set forth in Section 2.3.1 shall be completed within five (5) years of Closing.

The Parties agree to exchange their respective exchange properties, and the other recitals of consideration stated herein, without further remuneration to the other, and they acknowledge that the consideration for the exchange will be the value of the property received by each Party under this Agreement and the covenants set forth in this Agreement.

SECTION 3. CONTINGENCIES. The Parties respective obligations under this Agreement will be subject to the following contingencies:

3.1. City's Contingencies: City's obligations under this Agreement are expressly contingent on City, in its sole discretion, determining to waive each of the following contingencies. City will have the following time periods from the date of mutual execution of this Agreement to waive and remove its contingencies:

3.1.1. Condition of Title: On mutual acceptance of this Agreement, Theisen will update and provide City with an Abstract of Title in accordance with Section 5. City will have fifteen (15) days after delivery of the Abstract of Title within which to notify Theisen, in writing, of City's disapproval of any exceptions or defects to title shown on the Abstract of Title.

If City disapproves any of the exceptions or defects set forth in the Abstract of Title, Developer will have 30 days from delivery of City's notice to eliminate any disapproved exceptions. Provided, however that all monetary encumbrances and liens, if any, will be deemed automatically disapproved and will be paid by Theisen at Closing; and provided further that, if such exceptions or defects cannot be eliminated within the 30-day period, Theisen may notify City in writing of Theisen's agreement to remove such exceptions or defects, in which case such exceptions or defects will be removed from title prior to Closing.

If disapproved exceptions are not eliminated within the 30-day period, or if Theisen fails to notify City within 30 days of its willingness to remove the exceptions prior to Closing, or if Theisen notifies City in writing that Theisen will not eliminate the same, then this Agreement will terminate, and neither City nor Theisen will have any further rights, duties or obligations under this Agreement, unless within 10 days after the earlier of (1) the expiration of the 30-day period, or (2) the date that Theisen notifies City that Theisen will not eliminate the disapproved exceptions, City waives its prior disapproval and elects to proceed with Closing subject to the disapproved exceptions.

3.1.2. Inspection: City has 30 days from the date of mutual execution of this Agreement within which to fully examine all aspects and conditions of the Theisen Property and to determine that the Theisen Property and the conditions of the Theisen Property are fully acceptable for City's intended use. If City does not notify Theisen of its disapproval of the inspection or environmental assessments within the deadline set forth in this Agreement, this contingency will be deemed waived.

3.1.3. Approval by City Council: This Agreement is subject to the approval of the City of Dubuque City Council prior to Closing.

3.1.4. Waiver of Contingencies: If City notifies Theisen in writing that the contingencies set forth in this Agreement have been waived, or if the contingencies otherwise are satisfied or expire on their own terms, Closing of this transaction will thereafter proceed in accordance with the terms of this Agreement.

3.1.5. The conditions contained in Subsection 3.1 of this Agreement are intended solely for the benefit of City. Except as otherwise expressly provided in this Agreement, if any of the foregoing conditions are not satisfied, City will have the right as its sole election either to waive the condition in question and proceed with the exchange, or to waive the condition in question and proceed with the exchange, or in the alternative to terminate this Agreement by the delivery of timely written notice to Theisen, at which time, except as otherwise provided in this Agreement, neither party to this Agreement will have any further rights, duties or obligations under this Agreement.

3.2. Theisen's Contingencies: Theisen's obligations under this Agreement are expressly contingent on Theisen, in its sole discretion, determining to waive each of the following contingencies. Theisen will have the following time periods from the date of mutual execution of this Agreement to waive and remove its contingencies:

3.2.1. Condition of Title: On mutual acceptance of this Agreement, City will cause Title Company to prepare an updated Abstract of Title in accordance with Section 6. Theisen will have 15 days after delivery of the Abstract of Title within which to notify City, in writing, of Theisen's disapproval of any exceptions shown in the Abstract of Title.

3.2.2. Survey. On mutual acceptance of this Agreement, City shall order a survey to identify the boundaries and legal description of the City Exchange Property and the Theisen Exchange Property pursuant to this Agreement, at its cost and expense, and shall deliver to Theisen for review and approval. Theisen shall have 15 days after delivery of the Survey within which to notify City, in writing, of Theisen's disapproval of any portion or aspect of the Survey, including any exceptions shown thereon.

3.2.3. Objections Procedure. If Theisen disapproves any of the exceptions or defects set forth in Theisen's Abstract of Title, City will have 30 days from delivery of Theisen's notice to eliminate any disapproved exceptions. Provided, however that all monetary encumbrances and liens, if any, will be deemed automatically disapproved and will be paid by City at Closing; and provided, further that, if such exceptions or defects cannot be eliminated within the 30-day period, City may notify Theisen in writing of City's agreement to remove such exceptions or defects, in which case the exceptions or defects will be removed from title prior to Closing.

If disapproved exceptions are not eliminated within the 30-day period, or if City fails to notify Theisen within 30 days of its willingness to remove the exceptions prior to Closing, or if City notifies Theisen in writing that City will not eliminate the same, then this Agreement will terminate, and neither City nor Theisen will have any further rights, duties or obligations under this Agreement, unless within 10 days after the earlier of (1) the expiration of the 30-day period, or (2) the date City notifies Theisen that City will not eliminate the disapproved exceptions, Theisen waives its prior disapproval and elects to proceed with Closing subject to the disapproved exceptions.

3.2.4. Inspection: Theisen has 30 days from the date of the mutual execution of this Agreement within which to fully examine all aspects and conditions of the City Exchange Property and to determine that the City Exchange Property and the conditions thereof are fully acceptable for Theisen's intended use.

3.2.5. Zoning Confirmation: This Agreement is contingent on Theisen's receipt prior to Closing of confirmation from City, on proper application to City and in accordance with City's normal practices and procedures, that (1) zoning laws, ordinances and regulations applicable to City Exchange Property permits the construction, development and use of the City Exchange Property for industrial and general commercial uses on the City Exchange Property; and (2) no extraordinary circumstances exist that would prevent the development of the City Exchange Property for Theisen's intended use and plans. Theisen will diligently pursue the confirmation contemplated in this Agreement, if any, and will provide City with all documentation and information necessary for City to make such a determination.

3.2.6. Waiver of Contingencies: If Theisen notifies City in writing that the contingencies set forth in this Agreement have been waived, or if the contingencies otherwise are satisfied or expire on their own terms, Closing of this transaction will thereafter proceed in accordance with the terms of this Agreement.

3.2.7. The conditions contained in Subsection 3.2 of this Agreement are intended solely for the benefit of Theisen. Except as otherwise expressly provided in this Agreement, if any of the foregoing conditions are not satisfied, Theisen will have the right at its sole election either to waive the condition in question and proceed with the exchange, or in the alternative to terminate this Agreement by delivery of timely written notice to City, at which time, except as otherwise provided in this Agreement, neither party to this Agreement will have any further rights, duties or obligations under this Agreement.

SECTION 4. CLOSING.

4.1 The exchange transaction set forth in this Agreement must be closed as soon as reasonably possible following review and approval of the transaction by the City Council of Dubuque, subject only to the satisfaction of the contingencies set forth in this

Agreement. The Parties will endeavor to close on or before the 30th day of January, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 28th day of February, 2025 without written consent of City in its sole discretion. The Closing will occur through an escrow closing or at an office of one of the parties, or their legal representatives, as mutually agreed to by the Parties. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

4.2. Closing Obligations of City: At Closing, City will deliver the following duly executed and acknowledged documents (where appropriate):

4.2.1. The special warranty deed sufficient to convey fee simple title to City Exchange Property, subject only to the title exceptions approved by Theisen pursuant to this Agreement.

4.2.2. A Closing Statement in form and content reasonably satisfactory to Theisen.

4.3. Closing Obligations of Theisen: At Closing, Theisen will deliver the following duly executed and acknowledged documents (where appropriate):

4.3.1. A warranty deed sufficient to convey fee simple title to the Theisen Exchange Property, subject only to the title exceptions approved by City pursuant to this Agreement.

4.3.2. A Closing Statement in form and content reasonably satisfactory to the City.

4.3.3. Approved Survey of the City Exchange Property and the Theisen Exchange Property to be recorded.

4.4. Possession. City will be entitled to possession of Theisen Exchange Property and Theisen will be entitled to possession of the City Exchange Property on Closing.

SECTION 5. CONVEYANCE OF THE CITY EXCHANGE PROPERTY.

5.1. Real estate taxes. City shall pay prorated real estate taxes for the fiscal year in which the closing takes place to the date of possession and any unpaid real estate taxes payable in prior years. Theisen shall pay all subsequent real estate taxes.

5.2. Special assessments. City shall pay in full at time of closing all special assessments which are a lien on the City Exchange Property as of the date of closing.

5.3. Abstract and title. City, at its expense, shall promptly obtain an abstract of title to the City Property continued through a date within 30 days of the Closing and deliver it to Theisen's attorney for examination. It shall show merchantable title in City in conformity

with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. City shall make every reasonable effort to promptly perfect title. If closing is delayed due to City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party. The abstract shall become the property of Theisen when the conditions of this Agreement have been met. City shall pay the costs of any additional abstracting and title work due to any act or omission of City.

5.4. Environmental matters.

5.4.1. City represents, to the best of its knowledge and belief, that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, underground storage tanks, burial sites, or private wastewater disposal systems. City represents and warrants that the City Exchange Property is not subject to any local, state, or federal judicial or administrative action, investigation or order regarding any environmental matter. City shall provide Theisen with a properly executed Groundwater Hazard Statement, if required by applicable law, showing no wells, solid waste disposal sites, hazardous wastes, underground storage tanks, private burial sites or private wastewater disposal systems on the City Exchange Property which shall be considered a representation and warranty made by City to Theisen.

5.4.2. Within fourteen (14) days after acceptance of this Agreement, City will make available for Theisen's review, at no cost to Theisen all documents in the possession of City, including but not limited to as-built drawings, site plans, maps, historical records showing past use of the City Property and storage of petroleum products or other products, reports, studies, investigations, audits, actions, or tests, relating in any way with the environmental condition of the City Property, to the compliance of the City Property with the federal and state environmental laws or the presence of hazardous substances on, at, or about the City Property, including but not limited to those that were: (a) prepared for City or any related party or affiliate or predecessor in interest; or (b) prepared for other persons or entities, and are in the possession, custody or control of City or any related party or affiliate or predecessor in interest (collectively, the "Environmental Documents"). Theisen shall be entitled to make copies of all such documents, at Theisen's cost. City authorizes Theisen to speak to any person involved in the preparation of the Environmental Documents. At no cost to Theisen, City shall cooperate with Theisen in obtaining reliance agreements, if permitted under the law, for any previous environmental site assessments or other reports.

5.4.4. Following the execution hereof by both parties, Theisen may, at Theisen's expense, but no later than thirty (30) calendar days before closing, obtain an environmental site assessment from a qualified environmental professional regarding the existence or nature of any hazardous materials, substances, conditions, or wastes located on the City Property. If any recognized environmental concerns are identified by the environmental professional,

Theisen's obligations hereunder shall be contingent upon City removing such materials, substances, conditions, wastes, or other concerns identified in the report from the City Property in a matter reasonably satisfactory to Theisen. Following any testing or inspections conducted pursuant to this paragraph, Theisen agrees to restore the premises to its prior condition, ordinary and reasonable wear and tear excepted.

5.4.3. Theisen, its counsel, accountants, agents and other representatives, shall have full and continuing access to the City Property and all parts thereof, upon reasonable notice to City for the purpose of inspecting, surveying, engineering, test boring, performance of environmental tests and such other work as Theisen shall consider appropriate, provided that Theisen shall hold City harmless and fully indemnify City against any damage, claim, liability or cause of action arising from or caused by the actions of Theisen, its agents, or representatives upon the real estate (except for any damage, claim, liability or cause of action arising from conditions existing prior to any such entry upon the real estate), and shall have the further right to make such inquiries of governmental agencies and utility companies, etc. and to make such feasibility studies and analysis as Theisen considers appropriate.

Notwithstanding anything to the contrary herein, until 10 days prior to the Closing Date, Theisen shall have the right to terminate this Agreement if environmental issues exist on the real estate that Theisen determines in its sole discretion do not permit Theisen to use the City Exchange Property for its intended use. Prior to terminating this Agreement pursuant to this section, Theisen shall offer City the opportunity to remediate the City Exchange Property to the satisfaction of Theisen in its sole discretion and at City's sole costs.

5.5. Deed. At the Closing, City shall convey the City Exchange Property to Theisen by Special Warranty Deed free and clear of all liens, restrictions and encumbrances, subject only to exceptions to title approved by Theisen, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants, and mineral reservations of record, if any, including but not limited to zoning ordinances and agreements entered under them, and easements and restrictions of record or noted in the attached exhibits, which constitutes merchantable title for purposes of this transaction. Any general warranties of title shall extend only to the time of acceptance of this Agreement, with special warranties as to acts of City continuing up to time of delivery of the Deed.

5.6. Costs at Closing. With respect to the City Property, City will pay any and all real estate transfer taxes and any other taxes or costs associated with the transfer of the City Exchange Property, costs associated with the exchange, and the costs of abstracting of the City Exchange Property. Theisen will pay the cost of any other title review or title insurance, including any extended coverage and any endorsement thereto that Theisen may require.

SECTION 6. CONVEYANCE OF THEISEN EXCHANGE PROPERTY.

6.1 Real Estate Taxes. Theisen shall pay prorated real estate taxes for the fiscal year in which the closing takes place to the date of possession and any unpaid real estate taxes payable in prior years. City shall pay all subsequent real estate taxes.

6.2 Special Assessments. Theisen shall pay in full at time of closing all special assessments which are a lien on the Theisen Exchange Property as of the date of closing.

6.3 Abstract and Title. Theisen, at its expense, shall promptly obtain an abstract of title to the Theisen Property continued through a date within 30 days of the Closing and deliver it to City's attorney for examination. It shall show merchantable title in Theisen in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. Theisen shall make every reasonable effort to promptly perfect title. If closing is delayed due to Theisen inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party. The abstract shall become the property of City when the conditions of the Agreement have been met. Theisen shall pay the costs of any additional abstracting and title work due to any act or omission of Theisen.

6.4 Environmental Matters.

6.4.1. Theisen represents, to the best of its knowledge and belief, that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, underground storage tanks, burial sites, or private wastewater disposal systems located on the Theisen Property. Theisen represents and warrants that the Theisen Property is not subject to any local, state, or federal judicial or administrative action, investigation or order regarding any environmental matter. Theisen shall provide City with a properly executed Groundwater Hazard Statement, if required by applicable law, showing no wells, solid waste disposal sites, hazardous wastes, underground storage tanks, private burial sites or private wastewater disposal systems on the Theisen Exchange Property which shall be considered a representation and warranty made by Theisen to City.

6.4.2. Within fourteen (14) days after acceptance of this Agreement, Theisen will make available for City's review, at no cost to City all documents in the possession of Theisen which are not publicly available, including but not limited to as-built drawings, site plans, maps, historical records showing past use of the Theisen Property and storage of petroleum products or other products, reports, studies, investigations, audits, actions, or tests, relating in any way with the environmental condition of the Theisen Property, to the compliance of the Theisen Property with the federal and state environmental laws or the presence of hazardous substances on, at, or about the Theisen Property, including but not limited to those that were: (a) prepared for Theisen or any related party or affiliate or predecessor in interest; or (b) prepared for other persons or entities, and are in the possession, custody or control of Theisen or any related party or affiliate or predecessor in interest

(collectively, the "Environmental Documents"). City shall be entitled to make copies of all such documents, at City's cost. Theisen authorizes City to speak to any person involved in the preparation of the Environmental Documents. At no cost to City, Theisen shall cooperate with City in obtaining reliance agreements, if permitted under the law, for any previous environmental site assessments or other reports.

6.4.3. Following the execution hereof by both parties, City may, at City's expense, but no later than thirty (30) calendar days before closing, obtain an environmental site assessment from a qualified environmental professional regarding the existence or nature of any hazardous materials, substances, conditions, or wastes located on the Theisen Exchange Property. If any new recognized environmental concerns not already identified are identified by the environmental professional, City's obligations hereunder shall be contingent upon the Theisen removing such materials, substances, conditions, wastes, or other concerns identified in the report from the Theisen Exchange Property in a matter reasonably satisfactory to City. Following any testing or inspections conducted pursuant to this paragraph, City agrees to restore the premises to its prior condition, ordinary and reasonable wear and tear excepted.

6.4.4. City, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Theisen Property and all parts thereof, upon reasonable notice to Theisen for the purpose of inspecting, surveying, engineering, test boring, performance of environmental tests and such other work as City shall consider appropriate, provided that City shall hold Theisen harmless and fully indemnify Theisen against any damage, claim, liability or cause of action arising from or caused by the actions of City, its agents, or representatives upon the Theisen Property (except for any damage, claim, liability or cause of action arising from conditions existing prior to any such entry upon the Theisen Property), and shall have the further right to make such inquiries of governmental agencies and utility companies, etc. and to make such feasibility studies and analysis as City considers appropriate.

Notwithstanding anything to the contrary herein, until 10 days prior to the closing date, City shall have the right to terminate this Agreement if environmental issues exist on the real estate the City determines in its sole discretion do not permit City to use the Theisen Exchange Property for its intended use. Prior to terminating this Agreement pursuant to this section, City shall offer Theisen the opportunity to remediate the Theisen Exchange Property to the satisfaction of City in its sole discretion and at Theisen's sole costs.

6.5 Deed. At the Closing, Theisen shall convey the Theisen Exchange Property to City by Special Warranty Deed, free and clear of all liens, restrictions and encumbrances, except: zoning ordinances and agreements entered under them, and easements and restrictions of record, which constitutes merchantable title for purposes of this transaction.

6.6 Costs at Closing. With respect to the Theisen Exchange Property, Theisen will pay any and all real estate transfer taxes, and taxes associated with the transfer of the Theisen Exchange Property, costs associated with the exchange, and the cost of abstracting of the Theisen Exchange Property. City will pay the cost of any other title review or title insurance, including any extended coverage and any endorsement thereto that City may require.

SECTION 7. GRADING.

7.1 Description. The City shall grade, as shown in Exhibit B, and be permitted to remove fill from the City Exchange Property and the Theisen Property as provided herein. The grading of each parcel will remove the excess material to an elevation and slope that is a general continuance of the elevation and slope of Lot 1 of 2, Dubuque Industrial Center West 5th Addition. Graded slopes will be provided to tie into the existing grade of the adjacent parcel to the north, along Chavenelle Road to the south, and along the proposed South Heacock Road to the east. The building pad, within the City Exchange Property and the Theisen Property, will be located to provide for the potential future extension of the existing building, to the east, without deviation from the existing building lines. The building pad, within the City Exchange Property and the Theisen Property, will be graded to a finished surface elevation that is FOURTEEN INCHES (14") below the existing building's finished floor elevation. If City conducts the grading of the City Exchange Property and/or the Theisen Property prior to Theisen's request, the site will be seeded in accordance with SUDAS Division 9, Section 9010.2.02-B (Type 2 Seed Mixture).

7.2 Timing. City shall grade City Exchange Property and the Theisen Property as part of a mass grading project for the adjacent Dubuque Industrial Center parcels to the east. City shall perform all such grading activity and removal of fill within five (5) years of the date of Closing ("Re-Grade Period"). If Theisen requires City Exchange Property or the Theisen Property to be graded prior to City's mass grading, but before expiration of the Re-Grade Period, Theisen must provide City with written notice not less than 24 months prior to when the grading of the City Exchange Property and the Theisen Property needs to be completed. Notwithstanding anything to the contrary herein, and subject to the remedies of Theisen under Sections 7.3 and 13, in the event the City fails to complete the grading within the Re-Grade Period, the City's right to grade and remove any fill shall expire and shall automatically become void and of no further effect, without the express written approval of Theisen for an extension thereto.

7.3 Remedy. In recognition of the fact that the re-grading herein is a valuable component of consideration being exchanged herein, in the event of the City's failure or inability to complete the grading as provided in this Section 7 within the Re-Grade Period, Theisen may, but is not required to, perform to completion such work to the standards set forth in this Section 7, and City shall reimburse Theisen for all such costs to complete. This remedy is not exclusive and Theisen may also exercise any remedy under Section 13, including breach of contract damages or specific performance.

7.4 Site Access. Theisen agrees to grant to City, prior to commencement of grading, a temporary easement for full access to City Exchange Property during mass grading operations of the City Exchange Property; provided that such access shall not interfere with Theisen's current business operations on adjoining property.

7.5 Cost. There will be no payment made by City to Theisen, nor Theisen to City, for the grading and removal of excess material from the City Property.

7.6 Survive Closing. The obligations of this Section 7 will survive Closing.

SECTION 8. SECURITY CAMERAS. Theisen shall install security cameras on the exterior of all newly-constructed buildings on the City Exchange Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>; provided that the number, specifications, and registration of such cameras does not exceed the total cost of \$2,000 for initial installation, and no recurring or ongoing costs thereafter.

SECTION 9. ROUNDABOUT. City intends to construct a roundabout as shown in Exhibit A, and shall do so in compliance with all laws and the grading requirements stated herein free of piles, depressions, or refuse, and shall not create or constitute a nuisance or burden of water on any real estate or improvements owned by Theisen or an affiliated entity. City agrees to indemnify, defend, and hold Theisen harmless from and against any and all claims, of any kind or nature, for property damage or personal injury arising out of the construction of the roundabout. For the avoidance of doubt, City shall remain liable to Theisen for any damages to property that may occur as a result of the construction of the roundabout. The obligations of this Section 9 will survive Closing.

SECTION 10. HEACOCK ROAD ACCESS. City agrees to provide Theisen with a curb cut and road and pedestrian access, and if necessary an easement, to and from Theisen Property, including all adjoining real estate to the Theisen Property owned by Theisen or an affiliate or related party to Theisen, directly onto Heacock Road. The obligations of this Section 9 will survive Closing.

SECTION 11. COVENANTS PRIOR TO CLOSING. Risk of loss or damage to the respective properties will rest with each owner until the time of delivery of possession. After the date of this Agreement, but prior to Closing, neither Party will dedicate, gift, transfer, mortgage or convey any interest in its respective Property without written consent from the other Party, which may be withheld for any reason.

SECTION 12. TAX CONSEQUENCES. To the extent that the value of the Theisen Exchange Property is greater than the value of the City Exchange Property, Theisen will have the right, but not the obligation, to claim the difference between the fair market value of the properties as a tax deductible charitable contribution from Theisen. However, City makes no representation as to the tax consequences of the exchange contemplated by this Agreement, including but not limited to any 26 U.S.C.A. § 1031 exchange issues, and Theisen has not relied on the advice of City and/or its officers, agent or consultants with

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respect to any tax issues arising from this transaction. Theisen will obtain independent tax counsel and will be solely responsible for compliance with all applicable tax regulations and requirements. To the extent that the appraised value of the City Exchange Property is ever deemed to be below the appraised value of the Theisen Exchange Property, the Parties agree that this difference does not reflect the existence of the other performance obligations and consideration exchanged herein.

SECTION 13. REMEDIES OF THE PARTIES. In the event either party fails to comply with any of the material terms of this Agreement, then the other party may declare a default, and such party is entitled to utilize any and all remedies or actions at law or in equity available to them, without notice or demand, including specific performance.

SECTION 14. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

SECTION 15. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. Neither party may assign this Agreement without the other party's prior written consent, which may be withheld for any reason. This Agreement contains the entire agreement of the parties with respect to the exchange of real property and related performance obligations, and supersedes all prior agreements and understandings, oral or written, between the Parties relating to the subject matter of this Agreement and shall not be amended except by a written instrument duly signed by City and Theisen. If any noneconomic mutual term or provision of this Agreement or the application thereof to any person or circumstances are invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. This Agreement will be governed and construed in accordance with the laws of the State of Iowa. Venue for any dispute arising under this Agreement will be Dubuque, Iowa.

SECTION 16. COUNTERPARTS. The Agreement may be executed in any number of counterparts and by different parties to this Agreement, each of which counterpart when so executed, by original, facsimile or electronic (i.e. pdf or using e-signature technology) will have the same force and effect as if that party had signed all other counterparts.

SECTION 17. ADDITIONAL ACTS. Except as otherwise provided in this Agreement, in addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed and/or delivered by any party to this Agreement, the Parties agree

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to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all further acts, deeds and assurances which may reasonably be required to effect the transactions described in this Agreement.

SECTION 18. SURVIVAL. All representations and warranties made in this Agreement are intended to survive Closing and will not be merged in the deed unless otherwise stated in this Agreement. This Agreement will not be canceled at Closing.

SECTION 20. AUTHORIZATION. Each of the individuals executing this Agreement warrants and represents to the others that he, she, or they has or have the full power and authority to enter into this Agreement on behalf of the entity that such party purports to represent.

SECTION 21. CITY APPROVAL. This Agreement is subject to final approval of the City Council of the City of Dubuque, Iowa.

SECTION 22. DEVELOPMENT AGREEMENT AND MEMORANDUM OF DEVELOPMENT AGREEMENT. The parties acknowledge that the City of Dubuque, Iowa and Leo A. Theisen (as Developer), and Theisen Supply, Inc. (as Employer), entered a Development Agreement dated February 20, 2012, and also recorded a Memorandum of Development Agreement dated August 28, 2012, in the Dubuque County Land Records on August 31, 2012, as Instrument No 2012-00015308. The City of Dubuque acknowledges and agrees that the Development Agreement has expired on its own terms as of May 1, 2022, with no further obligations owed on the part of either of Leo A. Theisen, as Developer, or Theisen Supply, Inc., as Employer. City agrees to file an instrument removing the Memorandum of Development Agreement and acknowledging the full discharge of the Development Agreement by the Developer and Employer described therein.

SECTION 23. ACCEPTANCE AND EFFECTIVE DATE. When accepted, this Agreement shall become a binding contract. The Effective Date of this Agreement shall be the date in which both parties have fully signed this Agreement.

CITY OF DUBUQUE, IOWA

THEISEN WAREHOUSE, LLC

Dated: _____

Dated: 10/12/24

By: _____

By: *Chris Theisen*
Chris Theisen (Dec 10, 2024 21:34 CST)

Brad Cavanagh

Chris Theisen
Name: _____

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Mayor

Manager
Its:

12092024

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EXHIBITS

EXHIBIT A ROUNABOUT
EXHIBIT B FUTURE GRADING
EXHIBIT C CITY EXCHANGE PROPERTY
EXHIBIT D THEISEN EXCHANGE PROPERTY

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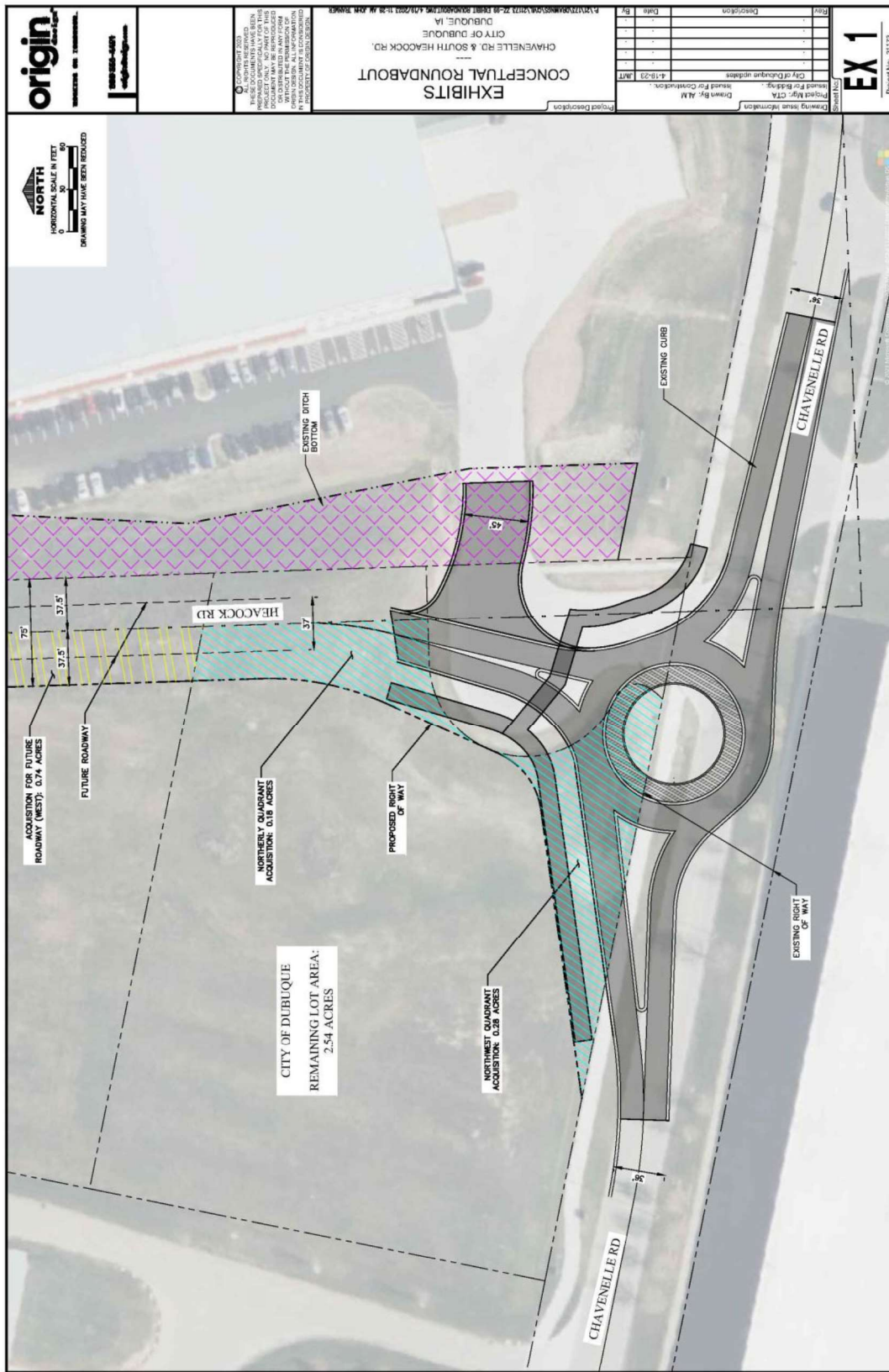
EXHIBIT A
ROUNDAABOUT

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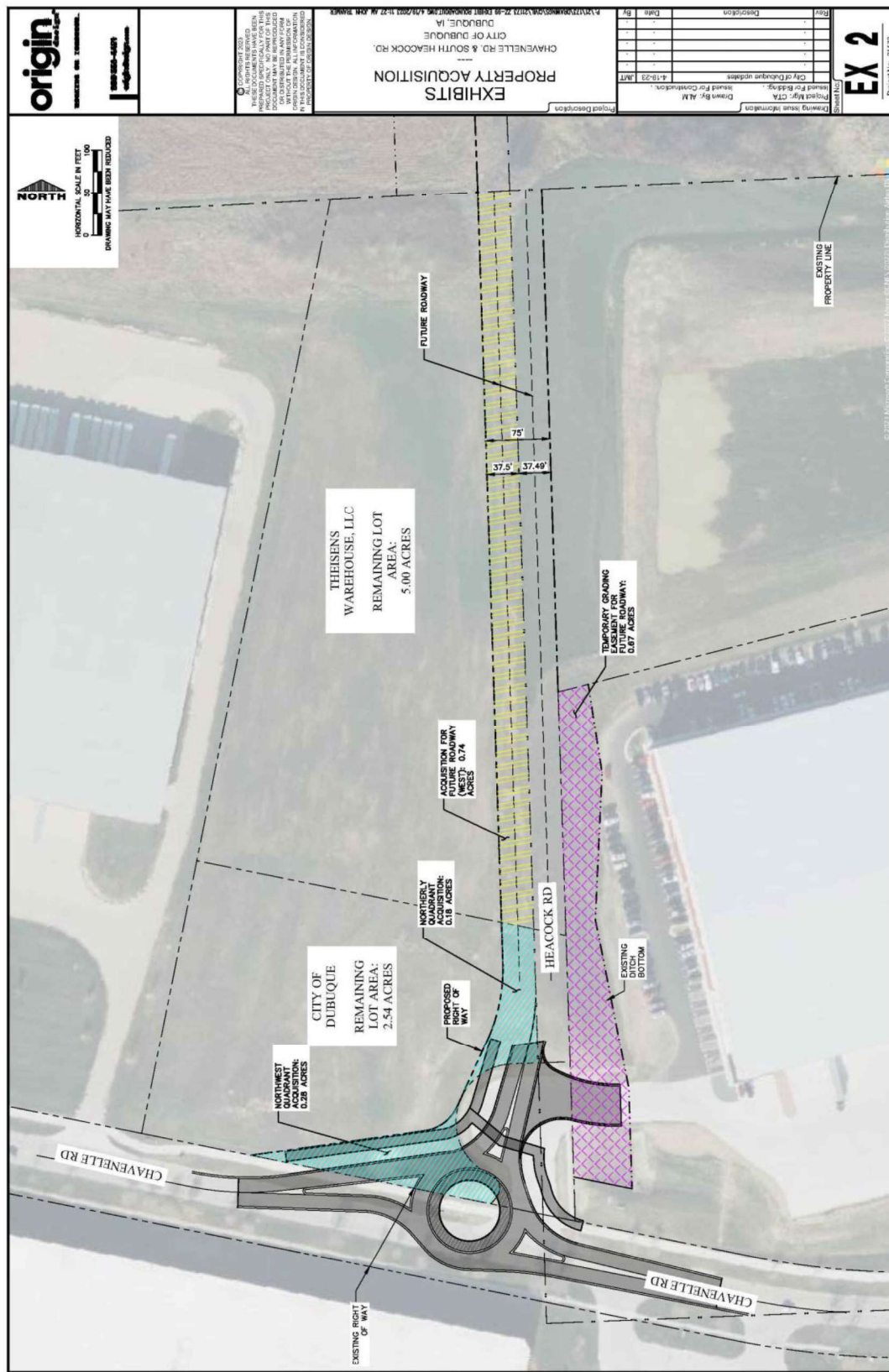


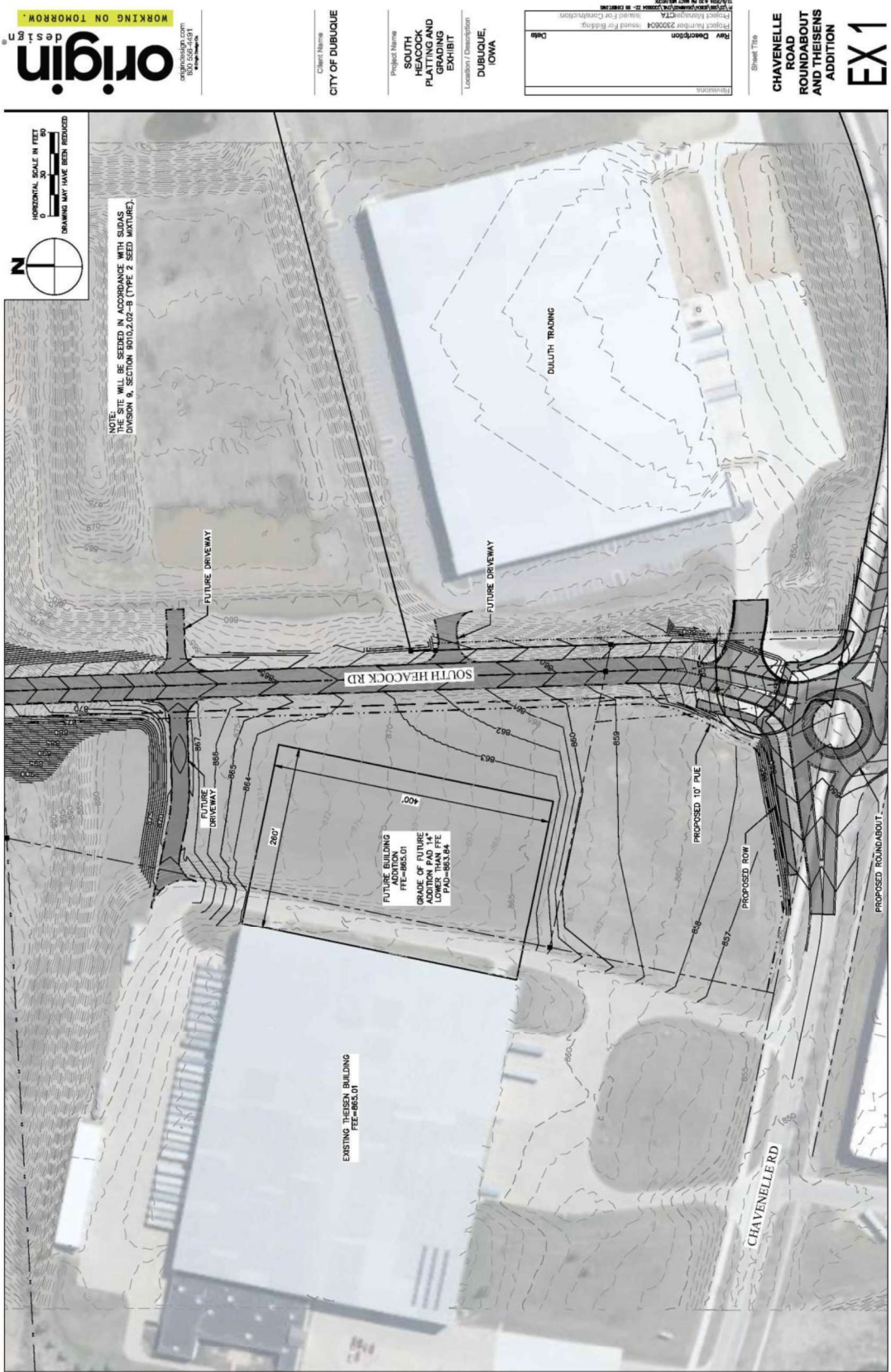
EXHIBIT B
FUTURE GRADING

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Rev	Description	Date
1	Initial Design	12/10/2024
2	Revised For Building	12/10/2024
3	Revised For Construction	12/10/2024

Project Name
SOUTH HEACOCK PLATTING AND GRADING EXHIBIT

Location / Description
DUBUQUE, IOWA

Client Name
CITY OF DUBUQUE

Sheet Title
CHAVANELLE ROAD ROUNDABOUT AND THESEY'S ADDITION

EX1

EXHIBIT C
CITY EXCHANGE PROPERTY

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EXHIBIT
CITY EXCHANGE PROPERTY



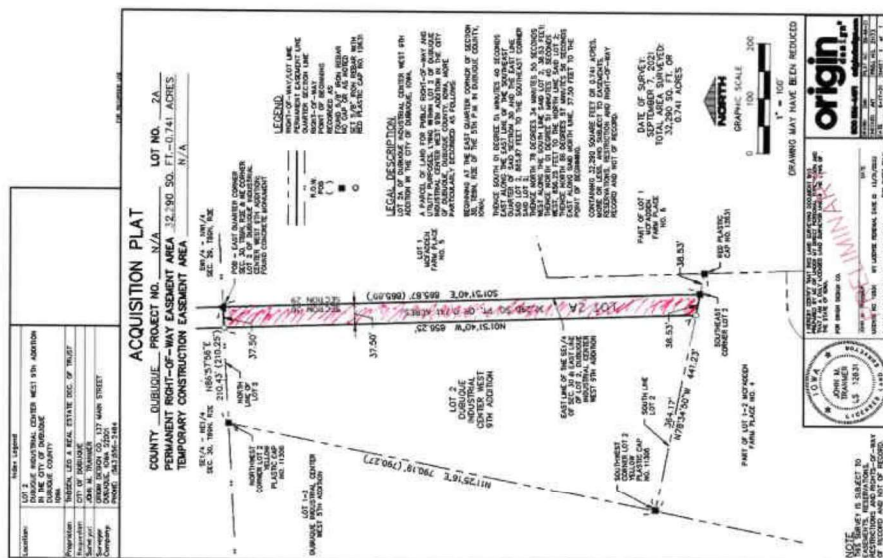
EXHIBIT D
THEISEN EXCHANGE PROPERTY

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Theisens Purchase Agreement_12102024bal - Clean

Final Audit Report

2024-12-11

Created:	2024-12-10
By:	Paul Sigwarth (psigwarth@octhomaslaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7oPKH6SSNx7mTqhbSEvrQErvuTS4eZFy

"Theisens Purchase Agreement_12102024bal - Clean" History

-  Document created by Paul Sigwarth (psigwarth@octhomaslaw.com)
2024-12-10 - 11:05:25 PM GMT
-  Document emailed to Chris Theisen (chris@theisens.com) for signature
2024-12-10 - 11:05:31 PM GMT
-  Email viewed by Chris Theisen (chris@theisens.com)
2024-12-10 - 11:06:10 PM GMT
-  Document e-signed by Chris Theisen (chris@theisens.com)
Signature Date: 2024-12-11 - 3:34:47 AM GMT - Time Source: server
-  Agreement completed.
2024-12-11 - 3:34:47 AM GMT

Prepared by: Ian C. Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105
Return to: Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4121

RESOLUTION NO. ____-25

APPROVING THE DISPOSAL OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE BY SALE TO THEISEN'S WAREHOUSE, LLC PURSUANT TO A PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND THEISEN'S WAREHOUSE, LLC

WHEREAS, the City of Dubuque, Iowa (City), by Resolution No. 40-24 dated February 19, 2024, adopt an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Urban Renewal Area (the Plan) for the Urban Renewal Area described therein; and

WHEREAS, the City of Dubuque, Iowa, is interested in stimulating reinvestment in the Dubuque Industrial Center Urban Renewal Area; and

WHEREAS, the Plan provides, among other things, for the disposition of properties for private development purposes; and

WHEREAS, City is the owner of approximately 2.54 acres at the corner of Chavenelle Road and South Heacock Road as shown on Exhibit A (the Property); and

WHEREAS, City and Theisen's Warehouse, LLC have entered into a Purchase Agreement, pursuant to which City will convey the Property to Theisen's Warehouse, LLC; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of City to approve the Purchase Agreement, including the conveyance of the Property to Theisen's Warehouse, LLC; and

WHEREAS, the monetary and non-monetary consideration provided in the Purchase Agreement constitutes "fair value" to the City in exchange for the property as required by

Iowa Code Section 403.8(1).

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

Section 1. The City Council finds that the transfer of the Property will promote the purposes of the urban renewal law, Iowa Code Ch. 403 in the City and, together with the other consideration provided for in the Purchase Agreement, that these benefits constitute fair value for the City's disposal of interests in the Property under Iowa Code Section 403.8.

Section 2. The Purchase Agreement by and between the City of Dubuque, Iowa and Theisen's Warehouse, LLC including the transfer of property as provided therein, is hereby approved.

Section 3. The Mayor is authorized and directed to execute said Purchase Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this 6th day of January, 2025.

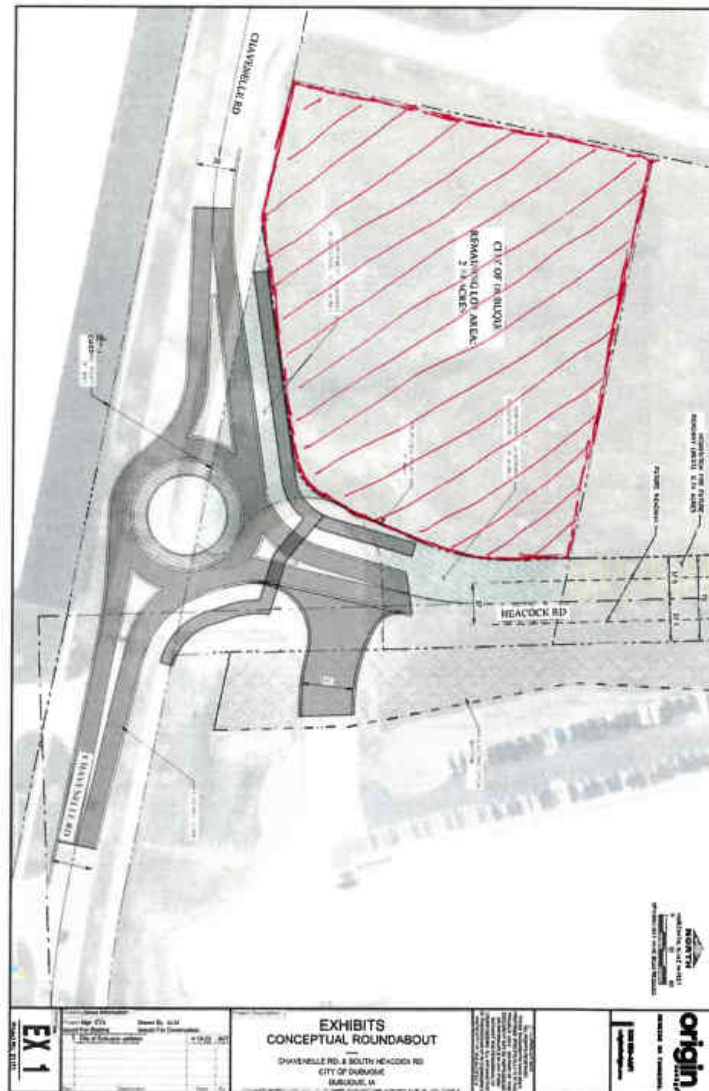
Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

EXHIBIT A

EXHIBIT CITY EXCHANGE PROPERTY



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City of Dubuque
City Council

PUBLIC HEARINGS # 3.

ITEM TITLE:	Proceedings for the Public Hearing on the Issuance of Not to Exceed \$24,250,000 General Obligation Bonds, Series 2025ABC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for the public hearing on the issuance of selling not to exceed \$24,250,000 in General Obligation Bonds, and City Manager recommending approval. RESOLUTION Taking additional action on proposals to enter into Loan Agreements and combining Loan Agreements
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

- 1. MVM Memo Series 2025 General Obligation Bonds - Public Hearing - MVM Memo_2024_12_25
- 2. Series 2025 General Obligation Bonds - Public Hearing - Staff memo_2024_12_25
- 3. Hrgs (part rr) Combine (Dubuque 423705-NEW) 2025-v4

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings for the Public Hearing on the Issuance of Not to Exceed
\$24,250,000 General Obligation Bonds, Series 2025ABC

DATE: December 25, 2024

Chief Financial Officer Jennifer Larson recommends City Council approval of the suggested proceedings for the public hearing on the issuance of selling not to exceed \$24,250,000 in General Obligation Bonds. \$23,640,000 of the proceeds are intended for projects in the City budget previously approved by the City Council which include Fire Ambulance Replacements, Fire Cardiac Monitors, Fire Outdoor Warning Signals, Fire Portable Radio Replacements, Fire Wireless Headsets, Fire Boat Replacement, Fire Community Automated External Defibrillator Implementation, Solid Waste Collection Vehicles, Airport Taxiway Improvements, Fire Station Generators, Fire Station 6 Roof Replacement, Fire Station Tuck Pointing, Fire Administrative Office Update, Fire Bunk Rooms, Fire Mechanical and Electrical Systems, Fire HVAC Replacement, Fire Station Improvements, Fire Training Burn Tower Improvements, Fire Ladder/Pumper Truck Replacements, ABC Supply Building Deconstruction, Ice Arena Dehumidification, Smart Parking System, Parking Ramp Major Maintenance Repairs, Federal Building Renovations, and Iowa Amphitheater on Schmitt Island. \$610,000 is intended to provide funds for bond issuance costs and contingency for fluctuations in the bond market for interest rates, bond issuance costs, capitalized interest, and change in project costs.

Although the City is selling General Obligation Bonds to support the projects, repayments of the debt will be local option sales tax, Refuse Collection Fund, Dubuque Racing Association, and Greater Downtown TIF.

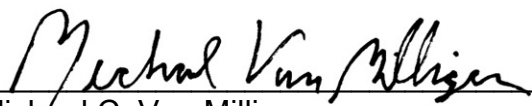
As to the non-urban renewal essential corporate purpose portion of the issue, the proceedings are prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Council to issue the Bonds. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered, if the Council decides not to abandon the proposal to issue the Bonds, a form of resolution follows that should be introduced and adopted, entitled "Resolution taking additional action on proposals to enter into Loan Agreements and combining Loan Agreements."

As to the general corporate purpose and urban renewal essential corporate purpose portions of the issue, the proceedings have been prepared on the basis that no petition will be filed asking that the question of issuing the Bonds be submitted to the qualified electors of the City. The proceedings refer to the fact that the hearing was held and that no petition had been filed. The Mayor will then declare the hearing on the issuance of the Bonds to be closed. Immediately following each hearing, a resolution is to be introduced and adopted taking additional action for the issuance.

If a valid petition is filed, Bond Counsel should be notified as soon as possible since the hearing proceedings will have to be revised to cover the action taken by the Council in either abandoning the proposal to issue the Bonds or directing the County Commissioner to call a special election upon the question of issuing the Bonds.

The Code of Iowa provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Bonds to the District Court of a county in which any part of the City is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the Council exceeded its authority. In the event an appeal is filed by any resident or property owner, Bond Counsel must be notified as soon as possible.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager
Alex Dixon, President and CEO Dubuque Racing Association

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings for the Public Hearing on the Issuance of Not to Exceed
\$24,250,000 General Obligation Bonds, Series 2025ABC

DATE: December 25, 2024

INTRODUCTION

The purpose of this memorandum is to provide the suggested proceedings for the public hearing on the proposal to issue General Obligation Bonds, the proceeds of which will be used for essential and general corporate purposes of the City for projects in the City budget previously approved by the City Council.

DISCUSSION

Tax Exempt Series 2025A will provide proceeds for the following:

- \$588,810 is intended to provide funds to pay the costs of Fire Ambulance Replacements with repayment from local option sales tax.
- \$590,000 is intended to provide funds to pay for the costs of Fire Cardiac Monitors with repayment from local option sales tax.
- \$52,020 is intended to provide funds to pay the costs related to Fire Outdoor Warning Signals with repayment from local option sales tax.
- \$90,000 is intended to provide funds to pay the costs of Fire Portable Radio Replacements with repayment from local option sales tax.
- \$53,822 is intended to provide funds to pay the costs of Fire Wireless Headsets with repayment from local option sales tax.
- \$340,000 is intended to provide funds to pay the costs of Fire Boat Replacement with repayment from local option sales tax.
- \$33,500 is intended to provide funds to pay the costs of Fire Community AED Implementation with repayment from local option sales tax.
- \$1,021,700 is intended to provide funds to pay the costs of Solid Waste Collection Vehicles with repayment from Refuse Collection Fund.
- \$632,875 is intended to provide funds to pay the costs of Airport Taxiway Improvements with repayment from local option sales tax.
- \$100,000 is intended to provide funds to pay the costs of Fire Station Generators with repayment from local option sales tax.
- \$193,000 is intended to provide funds to pay the costs of Fire Station 6 Roof Replacement with repayment from local option sales tax.

- \$200,000 is intended to provide funds to pay the costs of Fire Station Tuck Pointing with repayment from local option sales tax
- \$300,000 is intended to provide funds to pay the costs of Fire Administrative Office Update with repayment from local option sales tax
- \$625,000 is intended to provide funds to pay the costs of Fire Bunk Rooms with repayment from local option sales tax
- \$54,961 is intended to provide funds to pay the costs of Fire Mechanical and Electrical systems with repayment from local option sales tax
- \$200,000 is intended to provide funds to pay the costs of Fire HVAC Replacement with repayment from local option sales tax
- \$442,645 is intended to provide funds to pay the costs of Fire Station Improvements with repayment from local option sales tax
- \$466,676 is intended to provide funds to pay the costs of Fire Training Burn Tower improvements with repayment from local option sales tax
- \$105,770 is intended to provide funds for bond issuance costs.
- \$185,000 is intended to be a contingency for fluctuations in the bond market for interest rates, bond issuance costs and change in project costs.

Taxable Series 2025B will provide proceeds for the following:

- \$2,090,000 is intended to provide funds to pay the costs of Fire Ladder/Pumper truck replacements with payment from local option sales tax.
- \$457,000 is intended to provide funds to pay the costs of the ABC Supply Building Deconstruction with repayment from Greater Downtown TIF.
- \$1,147,065 is intended to provide funds to pay the costs of Ice Arena Dehumidification with payment from local option sales tax.
- \$3,215,196 is intended to provide funds to pay the costs of Smart Parking System with payment from Greater Downtown TIF.
- \$700,000 is intended to provide funds to pay the costs of Parking Ramp Major Maintenance Repairs with payment from Greater Downtown TIF.
- \$615,000 is intended to provide funds to pay the costs of Federal Building Renovations with payment from Greater Downtown TIF.
- \$135,739 is intended to provide funds for bond issuance costs.
- \$140,000 is intended to be a contingency for fluctuations in the bond market for interest rates, bond issuance costs and change in project costs.

Taxable Series 2025C will provide proceeds for the following:

- \$8,784,961 is intended to provide funds to pay the costs of Iowa Amphitheater on Schmitt Island with payment from Dubuque Racing Association and Greater Downtown TIF.
- \$155,039 is intended to provide funds for bond issuance costs.
- \$310,000 is intended to be a contingency for fluctuations in the bond market for interest rates, bond issuance costs and change in project costs.

Although the City is selling General Obligation Bonds to support the projects, repayment of the debt will be local option sales tax, refuse collection fund, Dubuque Racing Association, and Greater Downtown TIF.

As to the non-urban renewal essential corporate purpose portion of the issue, the proceedings are prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Council to issue the Bonds. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered, if the Council decides not to abandon the proposal to issue the Bonds, a form of resolution follows that should be introduced and adopted, entitled "Resolution taking additional action on proposals to enter into Loan Agreements and combining Loan Agreements."

Additionally, as to the General Corporate Purpose and Urban Renewal portions of the issuance, at any time before the date of the hearing, a petition may be filed with the City Clerk requesting that the issuance of the bonds be submitted to an election. To qualify, a petition must be signed by eligible electors equal to at least ten percent of the number who voted at the last regular municipal election (but not less than ten persons).

If a valid petition is filed, Bond Counsel should be notified as soon as possible since the hearing proceedings will have to be revised to cover the action taken by the Council in either abandoning the proposal to issue the Bonds or directing the County Commissioner to call a special election upon the question of issuing the Bonds.

The Code of Iowa provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Bonds to the District Court of a county in which any part of the City is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the Council exceeded its authority. In the event an appeal is filed by any resident or property owner, Bond Counsel must be notified as soon as possible.

RECOMMENDATION

I respectfully recommend the adoption of the enclosed resolutions instituting the proceedings to take additional action.

JML

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

December 23, 2024

Via Email

Jenny Larson
Chief Financial Officer/City Hall
Dubuque, Iowa

Re: General Obligation Loan Agreements
Our File No. 430411-NEW

Dear Jenny:

We have prepared and attach proceedings related to the action to be taken on the City's General Obligation Loan Agreements (the "Loan Agreements") at the January 6, 2025 City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearings, followed by the resolution taking additional action in connection with the Loan Agreements and combining the Loan Agreements into a single loan agreement (the "Loan Agreement"). This resolution simply sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the statute.

2. Attestation Certificate with respect to the validity of the transcript.

The minutes as drafted assume that no petitions will be filed asking that the question of entering into any of the Loan Agreements be submitted to the registered voters of the City. If any such petition is filed, please contact us right away.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

David D. Grossklaus

Attachments

cc: Adrienne Breitfelder
Crenna Brumwell
Tionna Pooler
Natalie Lawless

MINUTES TO HOLD HEARING AND
ADDITIONAL ACTION ON LOAN
AGREEMENTS AND TO COMBINE
LOAN AGREEMENTS

430411-NEW

Dubuque, Iowa

January 6, 2025

The City Council of the City of Dubuque, Iowa, met on January 6, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St., Dubuque, Iowa.

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

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into the Essential Purpose Loan Agreement, as defined in the attached resolution, and to borrow money thereunder in a principal amount not to exceed \$6,190,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

This also being the time and place specified for taking action on the proposal to enter into a certain Exterior and Office Renovations Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$890,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement.

This also being the time and place specified for taking action on the proposal to enter into a certain Bunk Room and Systems Improvements Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$910,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement.

This also being the time and place specified for taking action on the proposal to enter into a certain Fire Station Improvements Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$910,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement.

This also being the time and place specified for taking action on the proposal to enter into a certain Ice Arena Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$1,185,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement.

This also being the time and place specified for taking action on the proposal to enter into a certain Parking System Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$4,045,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement.

This also being the time and place specified for taking action on the proposal to enter into a certain Federal Building Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$870,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement.

This also being the time and place specified for taking action on the proposal to enter into a certain Amphitheater Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$9,250,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement.

Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearings.

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

Ayes: _____

Nays: _____

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

• • • • •

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

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution taking additional action on proposals to enter into Loan Agreements and combining Loan Agreements

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”) pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed \$6,190,000 for the purpose of paying the costs, to that extent, of (a) acquiring ambulances, fire protection vehicles, a fire protection boat, EMS equipment and fire safety radios and equipment; (b) acquiring solid waste collection vehicles and equipment; (c) undertaking improvements to the municipal airport; and (d) undertaking demolition/deconstruction of a dangerous and dilapidated property, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 6, 2025; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Exterior and Office Renovations Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$890,000 for the purpose of paying the costs, to that extent, of (a) acquiring and installing fire station generators; (b) undertaking fire station roof replacement and repairs; (c) undertaking fire station tuck pointing and related exterior repairs; and (d) undertaking fire department administrative office renovations, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Exterior and Office Renovations Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Bunk Room and Systems Improvements Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station bunk room renovations; (b) undertaking fire station mechanical and electrical systems improvements; and (c) undertaking fire station HVAC replacement, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Bunk Room and Systems Improvements Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Fire Station Improvements Loan Agreement,” and together with the Exterior and Office Renovations Loan Agreement and the Bunk Room and Systems Improvements Loan Agreement, the “General Purpose Loan Agreements”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station facilities improvements; and (b) undertaking improvements to the fire department burn tower training facility, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of

the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Fire Station Improvements Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the “Ice Arena Loan Agreement”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$1,185,000 for the purpose of undertaking the Ice Arena Dehumidification Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Ice Arena Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Parking System Loan Agreement”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$4,045,000 for the purpose of undertaking the Smart Parking System Enhancement Project and the Parking Ramp Major Maintenance Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Parking System Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Federal Building Loan Agreement” and together with Ice Arena Loan Agreement and the Parking System Loan Agreement, the “Urban Renewal Loan Agreements”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$870,000 for the purpose of undertaking the Federal Building Renovation Project and the Central Avenue Streetscape Improvements Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Federal Building Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Amphitheater Loan Agreement”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,250,000 for the purpose of undertaking the Iowa Amphitheater on Schmitt Island Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that

the question of entering into the Amphitheater Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine authority to enter into the loan agreements described above in the manner hereinafter set forth;

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

Section 1. The Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements are hereby combined into a common “Loan Agreement”. The City’s authority to enter in the Loan Agreement shall be further divided by subsequent action of the City Council into a Tax Exempt Series 2025A Loan Agreement and a Taxable Series 2025B Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that General Obligation Corporate Purpose Bonds, Series 2025A and Taxable General Obligation Corporate Purpose Bonds, Series 2025B Bonds be issued at such time, in evidence of the City’s respective obligations thereunder.

Further, the City Council hereby determines to enter into the Amphitheater Loan Agreement in the future and orders that Taxable General Obligation Urban Renewal Bonds, Series 2025C be issued at such time, in evidence of the City’s obligations thereunder.

The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa with respect to the Loan Agreement, and all combined borrowing proposals thereunder, and the Amphitheater Loan Agreement.

Section 2. Further action with respect to the Loan Agreement is hereby adjourned to the City Council meeting scheduled for January 21, 2025.

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

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

Passed and approved January 6, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to a public hearing and additional action on the proposals to enter into certain Loan Agreements, combining Loan Agreements and to issue General Obligation Bonds in the future, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this _____ day of _____, 20 ____.

City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	DB&T Interest Earnings Press Release
SUMMARY:	City Manager providing a copy of a press release regarding Dubuque Bank and Trust (DB&T) recently paying the City over \$2 million in interest earnings following a review of a banking services agreement between the City and DB&T from 2007 to present.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Joint Statement from City of Dubuque and DBT

12/31/2024

DB&T Pays City Over \$2 Million in Interest

The City of Dubuque and Dubuque Bank and Trust (DB&T) have collaborated to successfully resolve issues related to interest earnings owed to the City.

DB&T recently paid the City \$2,053,691 in interest earnings following a review of a banking services agreement between the City and DB&T from 2007 to present and the City's accounts covered by that agreement.

An analysis conducted by the City Finance Department and DB&T confirmed the 2007 agreement required DB&T to pay the City an interest rate based on the Federal Reserve rate. When Federal Reserve interest rates declined in 2020, DB&T paid a fixed rate higher than called for by the agreement. However, DB&T did not adjust the City's interest rate when the Federal Reserve interest rates began rising after a prolonged period of decline. Due to changes in personnel at DB&T and the City of Dubuque, this oversight was not identified at the time.

Following a competitive selection process that included eight different banking proposals, the City recently awarded a new banking services agreement to DB&T. It was during the preparation of the new banking services recommendation for the November 18, 2024, City Council meeting that City staff identified the discrepancy from the agreement in place. It was brought to DB&T's attention and quickly resolved.

City staff and DB&T are now finalizing the terms of the new agreement, which will include additional policies and procedures to ensure agreement compliance, including:

- The City Finance Department has assigned a staff member to closely monitor accounts to ensure the correct rates are applied per the agreement.
- The purpose of the City's Investment Oversight Advisory Commission is being amended to include cash management responsibilities, providing another layer of review.
- The implementation of quarterly meetings between DB&T and City Finance staff will be scheduled to discuss City accounts and any new financial opportunities within the City's accounts.

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	Code of Ordinances Amendment – Title 2 Chapter 3 Investment Oversight Advisory Commission
SUMMARY:	City Manager recommending approval to amend Code of Ordinances Title 2 Chapter 3 Investment Oversight Advisory Commission. ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 3 Investment Oversight Advisory Commission
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A

- ATTACHMENTS:
- 1. MVM Memo Ordinance 2-3 Investment Oversight Advisory Commission Amendment _MVM Memo_2024_12_19
 - 2. Ordinance 2-3 Investment Oversight Advisory Commission Amendment _Staff Memo_2024_12_19
 - 3. Ordinance

TO: The Honorable Mayor and City Council Members

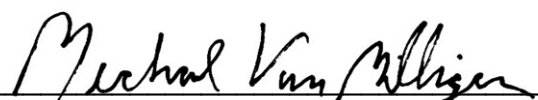
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Code of Ordinances Amendment – Title 2 Chapter 3 Investment Oversight Advisory Commission

DATE: December 19, 2024

Chief Financial Officer Jennifer Larson is recommending approval to amend Code of Ordinances Title 2 Chapter 3 Investment Oversight Advisory Commission. This amendment would change the title of the commission to the Investment and Cash Management Advisory Commission, add to review internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits; and to recommend, as needed, changes in the cash management practices to the city council to the purposes section 2-3-2, and add to review the City's internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits for compliance with agreement terms and conditions to the powers section 2-3-13.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jenny Larson, Chief Financial Officer
Brian DeMoss, Finance Manager
Tony Breitbach, Purchasing & Risk Manager

TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Chief Financial Officer
SUBJECT: Code of Ordinances Amendment – Title 2 Chapter 3 Investment Oversight Advisory Commission
DATE: December 19, 2024

INTRODUCTION

The purpose of this memorandum is to recommend amending Code of Ordinances Title 2 Chapter 3 Investment Oversight Advisory Commission.

BACKGROUND

The recent discussion regarding the Banking Services award has underlined an opportunity for the Investment Oversight Advisory Commission to broaden responsibilities to include cash management oversight.

DISCUSSION

It is recommended to add cash management responsibilities to the Investment Oversight Advisory Commission. This change would result in the following revisions to the Investment Oversight Advisory Commission ordinance:

1. Add “and Cash Management” to the title of Title 2, Chapter 3.
2. Add “to review internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits; to recommend, as needed, changes in the cash management practices to the city council” to the purpose 2-3-2.
3. Add “To review the City’s internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits for compliance with agreement terms and conditions” to the powers 2-3-13.

RECOMMENDATION

I respectfully request your approval of the amendment to the Code of Ordinances Title 2 Chapter 3 Investment Oversight Advisory Commission.

cc: Crenna Brumwell, City Attorney
Brian DeMoss, Finance Manager

JML

ORDINANCE NO. _____ - 25

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 3 INVESTMENT OVERSIGHT ADVISORY COMMISSION

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

Section 1. Title 2, Chapter 3 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

**CHAPTER 3
INVESTMENT AND CASH MANAGEMENT OVERSIGHT ADVISORY COMMISSION**

2-3-1: COMMISSION CREATED:

There is hereby created the investment and cash management oversight advisory commission.

2-3-2: PURPOSE:

The purpose of the commission is to review the actions and decisions of the city's investments and all money managers for compliance with the city's investment policy and to report any noncompliance to the city council; to review internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits; to review the investment performance of the City's investments and money managers and to report to the City Council concerning such investment at least quarterly; and to recommend, as needed, changes in the investment policy or cash management practices to the city council.

. . . .

2-3-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To review the actions and decisions of the Finance Department and the city's money managers for compliance with the city's investment policy and report any noncompliance to the city council;
- B. To recommend, as needed, changes in the city's investment policy to the city manager and the city council;
- C. To review the investment performance of the city and the city's money managers and report to the city council concerning same at least quarterly; and

D. To review the City's internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits for compliance with agreement terms and conditions.

2-3-14: REPORTS PROVIDED:

The Finance Department must provide the commission with monthly, quarterly, and annual reports prepared by the Finance Department and the city's financial advisors.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this ____ day of _____, 2025.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

EFFECT OF AMENDMENT

CHAPTER 3

INVESTMENT AND CASH MANAGEMENT OVERSIGHT ADVISORY COMMISSION

2-3-1: COMMISSION CREATED:

There is hereby created the investment and cash management oversight advisory commission.

2-3-2: PURPOSE:

The purpose of the commission is to review the actions and decisions of the city's investments and all money managers for compliance with the city's investment policy and to report any noncompliance to the city council; to review internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits; to review the investment performance of the City's investments and money managers and to report to the City Council concerning such investment at least quarterly; and to recommend, as needed, changes in the investment policy or cash management practices to the city council; ~~and to review the investment performance of the city's investments and money managers and to report to the city council concerning such investment performance at least quarterly.~~

....

2-3-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To review the actions and decisions of the Finance Department~~director of finance and budget~~ and the city's money managers for compliance with the city's investment policy and report any noncompliance to the city council;
- B. To recommend, as needed, changes in the city's investment policy to the city manager and the city council; ~~and~~
- C. To review the investment performance of the city and the city's money managers and report to the city council concerning same at least quarterly; and
- D. To review the City's internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits for compliance with agreement terms and conditions.

2-3-14: REPORTS PROVIDED:

The Finance Department~~director of finance and budget~~ must provide the commission with monthly, quarterly, and annual reports prepared by the Finance Department~~director of finance and budget~~ and the city's financial advisors.

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Mayor and City Council Appointments to Boards and Committees
SUMMARY:	City Clerk requesting Mayor and City Council review all board and committee appointments for any changes for the 2025 calendar year.
SUGGESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. Staff Memo
2. Council Boards and Committees Agenda Notes
3. Council Board and Committees by Name
4. Council Latest Listings
5. DRA Correspondence



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Mayor Brad M. Cavanagh and City Council Members

FROM: Adrienne N. Breitfelder, City Clerk

DATE: December 18, 2024

SUBJECT: Mayor and City Council Appointments to Boards and Committees

At the first regular City Council meeting of each year, the Mayor and City Council are requested to review their appointments to various boards and committees for any changes. The enclosed documents show the current Mayor and City Council board and committee appointments.

After all board and committee appointments are confirmed, the City Clerk's Office will notify all board and committee administrative staff of any changes to appointments

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Conference Board	Cavanagh	Length of Term	Mayor and All Council members	Virtue of Position	State Code 441.2	Meetings called by City Assessor
	Sprank					
	Roussell					
	Jones					
	Farber					
	Resnick					
	Wethal					
Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	Cavanagh	1 year term - July to June	Mayor	City Council	By-Laws	2nd Tuesday of each month at 4:00 pm
	Jones		1 Council member			
	Van Milligen		City Manager	Virtue of Position		
Convention and Visitors Bureau - Travel Dubuque - Outreach Committee	Wethal	1 year term July to June	2 Council members	City Council with Convention and Visitor's Bureau Board of Directors approval	By-Laws	Meets quarterly
	Roussell					
Convention & Visitors Bureau - Travel Dubuque - Sister City Committee	Farber	3 year term - January 2025	1 Council member	City Council	Contracted Services Agreement	Meetings called by Travel Dubuque
	Breitfelder		1 City staff representative	City Council		
County Resource Enhancement and Protection Act (REAP) Committee	Sprank	1 year term - August to July	1 Council member	City Council	Letter sent to Planning Services Manager each year requesting appointment	2nd Tuesday in August at 3:00 p.m.
Dubuque County Early Childhood Board	Wethal	3 year term - Jan 1, 2027	1 Council member	City Council with DCEC board approval	By-Laws and Iowa Code 256I	4th Wednesday of each month at Noon (Except July and December)
Dubuque County Emergency Management Commission	Scheller	1 year term Jan. to Dec.	Mayor or it's representative	Mayor or appointee	By-Laws Updated January 2018 and Iowa Code 29C.9	1st Tuesday of May, August and November, 6:30 pm
Dubuque Initiatives	Cavanagh	For Length of Term	Mayor	Virtue of Position	By-Laws	2nd and 4th Monday of each month at Noon

	Resnick	For Length of Term	2 Council members	City Council		
	Farber					
	Van Milligen			City Manager	Virtue of Position	
Dubuque Main Street Board of Directors	Roussell	1 year term Jan. to Dec.	1 Council member	City Council	By-Laws	4th Wednesday of Jan., Feb., March, April, May, June, Sept. and Oct. and the 1st Wednesday of Aug. and Dec. at 8:00 a.m.
	Connors		1 City staff representative	1 member appointed by the City Manager		
Dubuque Main Street Executive Committee	Roussell	1 year term Jan. to Dec.	1 Council member	City Council	By-Laws	3rd Thursday of each month at 11:30 am
	Connors		1 City staff representative	1 member appointed by the City Manager		
Dubuque Metropolitan Area Solid Waste Agency Board	Jones	For Length of Term	2 Council members	City Council	28E Agreement and 455B Iowa	3rd Wednesday of each month at Noon
	Resnick					
Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	Cavanagh	For Length of Term	Mayor - Chair	Virtue of Position	By-Laws and Articles of Agreement	2nd Thursday of each month at Noon
	Sprank		6 Council members			
	Roussell					
	Jones					
	Farber					
	Resnick					
	Wethal					
Dubuque Metropolitan Area Transportation Study (DMATS) Technical Advisory Committee	Cavanagh	For Length of Term	Mayor	Virtue of Position	By-Laws and Articles of Agreement	2nd Thursday of each month at 10:30
Dubuque Racing Association - Board of Directors	Cavanagh	1 year term - May to April	3 Council members	City Council	By-Laws	4th Tuesday of each month at Noon
	Jones					
	Sprank					
	Van Milligen					
Dubuque Racing Association - Executive Committee	Van Milligen		City Manager	Dubuque Racing Association - Board of Directors	By-Laws	3rd Tuesday of each month at Noon

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East Central Intergovernmental Association (ECIA) Council	Burbach	Length of Term	Mayor or it's alternate	Virtue of Association jurisdiction	Articles of Agreement	3rd Wednesday of every other month at 5:00 p.m.
East Central Intergovernmental Association (ECIA) Executive Council	Burbach	Length of Term	Mayor or it's alternate	Membership of the ECIA Council	Articles of Agreement and By-Laws	3rd Wednesday of every other month at 4:30 p.m.
East Central Development Corporation (ECDC)	Burbach	Length of Term	Mayor or it's alternate	Open to all sitting ECIA Executive Committee Members	By-Laws	3rd Wednesday of every other month at 4:00 p.m.
Examining Board	Lindahl	6 year term - May 2027	One person who is a resident of the assessor jurisdiction	Each voting unit of the conference board appoints a member to the examining board. Members of the Examining board shall not be a member of the Conference Board, a body which selects a member of the conference board, or the local board of review	State code 701-72.14 (441.3)	Upon receipt of the report of the examining Board a written notice to call a meeting to appoint an assessor
Four Mounds Foundation Board of Trustees	Resnick	1 year term - Jan. to Dec. with no limitations	1 City representative	City Council	By-Laws	3rd Monday of each month
Friends of the Mines of Spain Advisory Board	Wethal	1 year term - Jan. to Dec.	1 person designated by the City	City Council	28 E Agreement	No Less than one time a year. On average meets quarterly.
	Van Milligen		City Manager - Project Manager	Virtue of Position		
Greater Dubuque Development Corp. (GDDC) Board of Directors	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	By-Laws	3rd Tuesday (March, June, Sept, Dec.) 8:30 a.m.
	Sprank		2 Council members	City Council		
	Roussell					
	Van Milligen		City Manager	Virtue of Position		
	Connors		Economic Development Director	Virtue of Position		

Greater Dubuque Development Corp. (GDDC) Executive Committee	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	By-Laws	3rd Tuesday of each month at 8:30 a.m. (March, June, Sept. and Dec. are conjunction with Board of Directors)
	Van Milligen		City Manager	Virtue of Position		
Pre-Disaster Mitigation Plan Committee (PDMP)	Sprank	5 year term - January 2029	Up to 2 Council members	City Council	FEMA requirements	Meets once every 5 years to update the PDMP and review appointments
	Jones					
River Valley Initiative Foundation Board of Directors	Sprank	3 year term - January 2025	1 member from the City Council not currently on the GDDC Board	self-perpetuating, meaning the board members themselves recruit new members	By-Laws	Meets quarterly 7:30 AM

Cavanagh	Conference Board
	Convention & Visitor's Bureau - Travel Dubuque - Board of Directors
	Dubuque Initiatives
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Dubuque Metropolitan Area Transportation System (DMATS) Technical Advisory Committee
	Dubuque Racing Association - Board of Directors
	Greater Dubuque Development Corp. (GDDC) Board of Directors
	Greater Dubuque Development Corp. (GDDC) Executive Committee
Farber	Conference Board
	Convention & Visitors Bureau - Travel Dubuque - Sister City Relationships Advisory Commission
	Dubuque Initiatives
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
Jones	Conference Board
	Convention & Visitor's Bureau - Travel Dubuque - Board of Directors
	Dubuque Metropolitan Area Solid Waste Agency Board
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Dubuque Racing Association - Board of Directors
	Pre-Disaster Mitigation Plan Committee (PDMP)
Resnick	Conference Board
	Dubuque Initiatives
	Dubuque Metropolitan Area Solid Waste Agency Board
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Four Mounds Foundation Board of Trustees
Roussell	Conference Board
	Convention and Visitors Bureau - Travel Dubuque - Outreach Committee
	Dubuque Main Street Board of Directors
	Dubuque Main Street Executive Committee
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Greater Dubuque Development Corp. (GDDC) Board of Directors
Sprank	Conference Board
	County Resource Enhancement and Protection Act (REAP) Committee
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Dubuque Racing Association Board of Directors
	Greater Dubuque Development Corp. (GDDC) Board of Directors
	Pre-Disaster Mitigation Plan Committee (PDMP)
	River Valley Initiative Foundation Board of Directors
Wethal	Conference Board
	Convention and Visitors Bureau - Travel Dubuque - Outreach Committee
	Dubuque County Early Childhood Board
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Friends of the Mines of Spain Advisory Board
Van Milligen	Convention & Visitor's Bureau - Travel Dubuque - Board of Directors
	Dubuque Initiatives
	Dubuque Racing Association - Board of Directors
	Dubuque Racing Association - Executive Committee
	Greater Dubuque Development Corp. (GDDC) Board of Directors
	Greater Dubuque Development Corp. (GDDC) Executive Committee
	Friends of the Mines of Spain Advisory Board
Burbach	East Centeal Intergovernmental Association (ECIA) Council
	East Central Intergovernmental Association (ECIA) Executive Council
	East Central Development Corporation (ECDC)

Breitfelder	Convention & Visitors Bureau - Travel Dubuque - Sister City Committee
Lindal	Examining Board
Scheller	Dubuque County Emergency Management Commission
Connors	Dubuque Main Street Board of Directors
	Dubuque Main Street Executive Committee
	Greater Dubuque Development Corp. (GDDC) Board of Directors

Mayor and City Council Members Latest Listings

Calendar Year 2025

Conference Board	
Meetings called by City Assessor	
Cavanagh	Length of Term
Sprank	Length of Term
Roussell	Length of Term
Jones	Length of Term
Farber	Length of Term
Resnick	Length of Term
Wethal	Length of Term

Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	
3rd Tuesday of each month at 4:00 pm except July and December	
Cavanagh	1 year term - July to June
Jones	1 year term - July to June

Convention and Visitors Bureau - Travel Dubuque - Outreach Committee	
Meets quarterly	
Wethal	1 year term July to June
Roussell	1 year term July to June

Convention & Visitors Bureau - Travel Dubuque - Sister City Committee	
Meetings called by Travel Dubuque	
Farber	1 year term - August to July

County Resource Enhancement and Protection Act (REAP) Committee	
Annually on the 2nd Tuesday in August at 3:00 p.m.	
Sprank	1 year term - August to July

Dubuque County Early Childhood Board	
4th Wednesday of each month at Noon (Except July and December)	
Wethal	3 year term - Jan 1, 2027

Dubuque Initiatives	
2nd and 4th Monday of each month at Noon	
Cavanagh	For Length of Term
Resnick	For Length of Term
Farber	For Length of Term

Dubuque Main Street Board of Directors	
4th Wednesday of Jan., Feb., March, April, May, June, Sept. and Oct. and the 1st Wednesday of Aug. and Dec. at 8:00 a.m.	
Roussell	1 year term Jan. to Dec.

Dubuque Main Street Executive Committee	
3rd Thursday of each month at 11:30 am	
Roussell	1 year term Jan. to Dec.

Dubuque Metropolitan Area Solid Waste Agency Board	
3rd Wednesday of each month at Noon	
Jones	For Length of Term
Resnick	For Length of Term

Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	
2nd Thursday of each month at Noon	
Cavanagh	For Length of Term
Sprank	For Length of Term
Roussell	For Length of Term
Jones	For Length of Term
Farber	For Length of Term
Resnick	For Length of Term
Wethal	For Length of Term

Dubuque Metropolitan Area Transportation Study (DMATS) Technical Advisory Committee	
2nd Thursday of each month at 10:30	
Cavanagh	For Length of Term

Dubuque Racing Association - Board of Directors	
4th Tuesday of each month at Noon	
Cavanagh	1 year term - May 1 to April 30
Jones	1 year term - May 1 to April 30
Sprank	1 year term - May 1 to April 30

Four Mounds Foundation Board of Trustees	
3rd Monday of each month	
Resnick	1 year term - Jan. to Dec. with no limitations

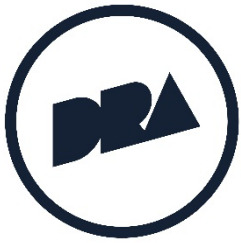
Friends of the Mines of Spain Advisory Board	
No Less than one time a year. On average meets quarterly.	
Wethal	1 year term - Jan. to Dec.

Greater Dubuque Development Corp. (GDDC) Board of Directors	
4th Tuesday (March, June, Sept., Dec.) at 8:30 a.m.	
Cavanagh	1 year term - July to June
Sprank	1 year term - July to June
Roussell	1 year term - July to June

Greater Dubuque Development Corp. (GDDC) Executive Committee	
4th Tuesday of each month at 8:30 a.m. (March, June, Sept. and Dec. are in conjunction with Board of Directors)	
Cavanagh	Virtue of Position

Pre-Disaster Mitigation Plan Committee (PDMP)	
Meets once every 5 years to update the PDMP and review appointments	
Sprank	5 year term - January 2029
Jones	5 year term - January 2029

River Valley Initiative Foundation Board of Directors	
Meets quarterly 7:30 AM	
Sprank	3 year term - January 2025



December 9, 2024

Adrienne Breittfelder, City Clerk
City of Dubuque
50 W. 13th St.
Dubuque, IA 52001-4805

RE: Appointment to the Dubuque Racing Association Board of Directors and the Dubuque Racing Association Executive Committee

Greetings Adrienne,

I am reaching out to you on behalf of the Dubuque Racing Association's (DRA) Board of Directors. Our Annual Meeting is scheduled for Tuesday, January 28, 2025 at noon in the Reflections event space located within Q Casino + Resort. Per our bylaws, the Board of Directors shall include:

Three (3) members of the Dubuque City Council as appointed by the Dubuque City Council in consultation with the Association's Board of Directors.

The City Manager or his or her designee. At any time the City Manager may appoint a designee to serve on the Board of Directors for such period of time as the City Manager determines. Such designation shall be made by the City Manager in writing.

Governmental appointees shall be nominated on a yearly basis by the respective governmental bodies on or before the Association's annual meeting date.

Currently, the appointees are Mayor Cavanagh, Council members Ric Jones and Danny Sprank, and City Manager Mike Van Milligen.

The DRA Board of Directors meets on the 4th Tuesday of each month at noon at Q Casino + Resort. Additionally, the DRA Executive Committee meets the 3rd Tuesday of each month at noon in the Boardroom at Q Casino + Resort. Members of the DRA Board who are not appointed to the Executive committee are invited to attend one Executive Committee meeting annually. That date will be provided upon their appointment.

Please provide a written response in regards to the city assignment to these seats on or before January 28, 2025. If there are any questions, please feel free to reach out to me via phone (563-599-6472) or email (mandym@dradubuque.com)

Thank you for your attention to this matter.

Sincerely,

Mandy Miller
Manager of Strategic Philanthropy

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE:	HEART Partnership Video
SUMMARY:	A video on the HEART Partnership will be shown. It can also be viewed on the City of Dubuque YouTube channel at https://www.youtube.com/watch?v=h_HNnBKFdyY
SUGGESTED DISPOSITION:	Receive and File; Video
ATTACHMENTS:	None

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Lincoln Playground CDBG Project Ribbon-Cutting Video
SUMMARY:	A video summary of the grand opening of Lincoln Elementary School's new playground, a project which received nearly \$630,000 in Community Development Block Grant funds, will be shown. The video can also be viewed on the City of Dubuque YouTube channel at https://youtu.be/-t43rJlZlhc
SUGGESTED DISPOSITION:	Receive and File; Video
ATTACHMENTS:	None