



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
February 3, 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

Log into GoToMeeting using the information listed below. If you are joining by computer, use the chat function to indicate the item you would like to speak on or state your intention to speak during the appropriate section. If you are joining by phone, indicate the item you would like to speak on during the appropriate section. All comments, whether audio or written, must include your name and address.

Use the following link to join the meeting from your computer, tablet or smartphone.

www.CityOfDubuque.org/VirtualMeeting

You can also dial in using your phone:

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

United States: +1 (571) 317-3129

Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

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

WORK SESSION

6:00 PM - Travel Dubuque Annual Update

Travel Dubuque President and CEO Keith Rahe will provide the organization's annual presentation.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

1. Minutes and Reports Submitted

City Council Proceedings of January 21, 2025; Airport Commission of October 22, 2024; Arts and Cultural Affairs Advisory Commission of October 22, 2024; Civil Service Commission of January 17, 2024; Historic Preservation Commission of November 21, 2024; Park and Recreation Commission of December 10, 2024; Zoning Board of Adjustment of December 19, 2024; Proof of Publication for City Council Proceedings of January 6, 2025.

Suggested Disposition: Receive and File

2. 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)

3. Letter of Interest: Community Foundation of Greater Dubuque Press Forward Infrastructure Grant

City Attorney recommending City Council approval to sign the letter of interest for The Community Foundation of Greater Dubuque (CFGD) and TH Media for the Press Forward Infrastructure grant.

Suggested Disposition: Receive and File; Approve

4. Notification of Arts & Cultural Affairs Advisory Commission Grants Application Modification

City Manager recommending City Council approve the FY26 modifications to the grant application and review process as recommended by the Arts & Cultural Affairs Advisory Commission and the Arts & Cultural Affairs Advisory Commission Grant Committee.

Suggested Disposition: Receive and File; Approve

5. March/April 2025 City News Newsletter

City Manager providing a copy of the March/April issue of the City News newsletter.

Suggested Disposition: Receive and File

6. Updated Handout - New Housing Creation

City Manager providing a copy of the updated handout on new housing units approved, under review, under construction, or recently completed in Dubuque.

Suggested Disposition: Receive and File

7. First Amendment to Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank Fabrication, Inc.

City Manager recommending City Council approval of the First Amendment to Development Agreement with City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank Fabrication, Inc.

RESOLUTION Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And SJR Properties, L.L.C., And Universal Tank & Fabrication, Inc.

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

8. Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condo, LLC

City Manager recommending City Council approval of the attached Assignment of Development Agreement by and among Novelty Iron Landlord, LLC, GT Novelty, LLC and GT Novelty Condo, LLC.

RESOLUTION Approving An Assignment Of Development Agreement By Novelty Iron Landlord, LLC To GT Novelty, LLC And GT Novelty Condo, LLC

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

9. Acceptance of Public Off-site Roadway and Utility Improvements at the Intersection of Seippel Road and Airborne Road Adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa

City Manager recommending City Council adopt the resolution accepting the public water main, sanitary sewer main, and turning lane improvement adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa.

RESOLUTION Accepting Public Off-Site Roadway And Utility Improvements At The Intersection Of Seippel Road And Airborne Road Adjacent To Lot 1 Of Airborne Place, In The City Of Dubuque, Iowa

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

10. Acceptance of Certain Subdivision Improvements in North Grandview Estates No. 2, in the City of Dubuque, Iowa

City Manager recommending City Council adopt a resolution accepting the public improvements in North Grandview Estates No. 2, except for storm water detention facilities and associated outfall pipes.

RESOLUTION Accepting Public Improvements In North Grandview Estates No. 2, In The City Of Dubuque, Iowa

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

11. Bunker Hill Irrigation Replacement Phase 3 Project-Reject Bid

City Manager recommending City Council reject the bid received for the Bunker Hill Irrigation Phase 3 Project.

RESOLUTION Rejection Of Competitive Bid Proposal For The Bunker Hill Irrigation Replacement Project Phase 3

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

12. Analysis of Impediments to Fair Housing

City Manager recommending City Council adopt a resolution adopting the Analysis of Impediments to Fair Housing.

RESOLUTION Adopting The FY2025 Analysis Of Impediments To Fair Housing

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

13. Signed Contract(s)

Usage Agreement with Clarke University for Veterans Memorial Park Field 2;
Peerless Well and Pump, Incl for the Well 2 Emergency Repairs.

Suggested Disposition: Receive and File

14. Adoption of Supplement Number 2025 S-15 to the City of Dubuque Code of Ordinances

City Clerk recommending approval of the resolution adopting Supplement Number 2025 S-15 as part of the Code of Ordinances of the City of Dubuque.

RESOLUTION Adopting Supplement No. 2025 S-15 To The Code Of Ordinances Of The City Of Dubuque, Iowa

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

15. Approval of Retail Tobacco, Alternative Nicotine, and Vapor Product Permit Applications

City Manager recommending City Council approval of tobacco, alternative nicotine, and vapor product permits as submitted.

RESOLUTION Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A

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. Southgate Drive Sanitary Sewer Improvements Project - Initiate Public Bidding Process and Setting Date for a Public Hearing - Project No. 5581500048

City Manager recommending City Council authorize the public bidding process and set a public hearing for February 17, 2025, and to preliminary approve the plans, specifications, form of contract and estimated cost of \$193,600.00 for the Southgate Drive Sanitary Sewer Improvements Project through the adoption of the attached resolution.

RESOLUTION Southgate Drive Sanitary Sewer Improvement Project: 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

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for February 17, 2025

2. Fuel Island Rehabilitation Project - Initiate Public Improvement Bidding Process - Project Number 5429900018

City Manager recommending City Council approval granting preliminary approval of the plans, specifications; form of contract, and estimated cost of \$1,355,888 and

establishing February 17, 2025, as the date of the public hearing; and hereby authorize Public Works staff to advertise for bid proposals for the Fuel Island Rehabilitation Project through adoption of the attached resolution.

RESOLUTION Fuel Island Rehabilitation Project: 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

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for February 17, 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.

Airport Commission

One, 4-Year term through September 14, 2028 (Vacant term of Clemenson)

Applicant:

Bob Woodward, 1048 Bonnie Ct.

Cable Television Commission

One, 3-Year term through July 1, 2027 (Vacant term of Baumhover)

Applicant:

Tom Eckermann, 642 N Burden Ave

Community Development Advisory Commission

One, 3-Year term through February 15, 2026 (Vacant Low/Moderate Income Rep. term of Fox)

One, 3-Year term through February 15, 2028 (Expiring term of Hinke)

Applicants:

Talma Brown, 2004 Windsor Ave. (Qualifies for At-Large and Low to Moderate Income Area Representative)

Michelle Hinke, 973 Patricia Ann Dr. (Qualifies for At-Large)

Equity and Human Rights Commission

One 3-Year term through January 1, 2028 (Expired term of Jolet)

Applicants:

Talma Brown, 2004 Windsor Ave.

Traci Phillipson, 2120 Rhomberg Ave.

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2027 (Vacant term of Heim)

Applicant:

Lucian Paucean, 3145 Arbor Oaks Dr.

Long Range Planning Advisory Commission

One, 3-Year term through July 1, 2025 (Vacant term of Gross)

Applicant:

Jason Davis, 3363 Kimberly Dr.

Transit Advisory Board

One, 3-Year term through July 30, 2026 (Vacant term of Heidenreich)

Applicant:

Talma Brown, 2004 Windsor 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. ImOn Ice Arena Dehumidification System Upgrade Project- Public Hearing - Project No. 2849900004

Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$1,265,800.00 for the ImOn Ice Arena Dehumidification System Upgrade Project through adoption of the attached resolution, and City Manager recommending approval.

RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The ImOn Ice Arena Dehumidification System Upgrade Project
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. Dubuque Police Department 2024 Awards and Recognition Program

Captain Brendan Welsh will present on the Police Department's 2024 awards and recognition program which occurred on January 16, 2025.

Suggested Disposition: Receive and File; Presentation

2. Proceedings for Directing Sale of not to exceed \$6,500,000 Tax Exempt

General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and Awarding Bonds to Best Bidder

City Manager recommending City Council approval of the suggested proceedings for directing sale of the not to exceed \$6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, and \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and awarding the bonds to the best bidder.

RESOLUTION Awarding General Obligation Corporate Purpose Bonds, Series 2025A

RESOLUTION Awarding Taxable General Obligation Corporate Purpose Bonds, Series 2025B

RESOLUTION Awarding Taxable General Obligation Urban Renewal Bonds, Series 2025C

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

3. Banking Services Agreement

City Manager recommending City Council approval of the Banking Services Agreement with Dubuque Bank & Trust.

Suggested Disposition: Receive and File; Approve

4. City Focus Magazine - February 2025 Issue

City Manager providing a copy of the February 2025 issue of the City of Dubuque's "City Focus" magazine, which was mailed to all postal addresses within city limits the week of January 27, 2025.

Suggested Disposition: Receive and File

5. Work Session Requests: Greater Dubuque Development Corporation Updates

Greater Dubuque Development Corporation (GDDC) President and CEO Rick Dickinson requests that the City Council schedule work sessions for GDDC updates on the following dates, all starting at 6:00 p.m.: April 21, 2025; July 21, 2025; October 20, 2025; and January 20, 2026.

Suggested Disposition: Receive and File; Council

COUNCIL MEMBER REPORTS

CLOSED SESSION

Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(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 ctyclerk@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, ctyclerk@cityofdubuque.org. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

**City of Dubuque
City Council**

WORK SESSION #

ITEM TITLE:

6:00 PM - Travel Dubuque Annual Update

SUMMARY:

Travel Dubuque President and CEO Keith Rahe will provide the organization's annual presentation.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Presentation

TRAVEL DUBUQUE

WHERE  STARTED



KEITH RAHE
President & CEO



SARA HANTEN
Vice President of
Operations



JULIE KRONLAGE
Vice President of Sales



TAYLOR KELLOGG
Vice President of
Marketing



CARRIE KOELKER
Vice President of
Community Engagement



JOHN SUTTER
Vice President - Field of
Dreams Operations



BECKY CARKEEK
Sales Manager



WILLIE TIGGES
Content Marketing
Manager



MICHELLE RAHE
Director of Guest Services



NOAH WESTHOFF
Sports & Events Manager

**+ MANY DEDICATED PART-TIME
EMPLOYEES WHO HELP
WELCOME GUESTS
THROUGHOUT THE YEAR**

**WHAT HAS
HAPPENED AND
WHAT WE ARE
EXCITED ABOUT.**



TAYLOR KELLOGG
VICE PRESIDENT OF
MARKETING



DUBUQUE IS
**WHERE
IOWA
STARTED**

Being the place where Iowa started offers a unique mash-up of old & new, quirky & quaint, traditional & unconventional. Dubuque is a place unlike any other, and we can't wait to show you around.

TRAVEL
Dubuque
.COM

LEISURE

AD BUY

Travel Dubuque continues to share out content (Travel Guide, Adventure Guide, and traveldubuque.com) to targeted audiences via paid advertising.

The results are continued growth on social media, increased guide requests, and increased website hits.

(Demonstrated in following slides.)

AD BUY

**SOCIAL MEDIA CAMPAIGNS, GOOGLE AD WORDS,
SPOTIFY (MUSIC & PODCASTS), PRINT ADS**

PICTURED LEFT: TRAVEL IOWA TRAVEL GUIDE AD 2025



TAYLOR KELLOGG
VICE PRESIDENT OF
MARKETING

...day trip discoveries and weekend excursions.
...coming artists alongside world-renowned
...local boutiques that create and sell heirloom
...restaurants thrive generation after generation
...de eateries that have made a mark in just a
...Baseball's most famous field and the most
...ned it all. Our neck of the woods is layered
...and tradition yet celebrates innovation and
...inking. Dubuque is a place unlike any other
...ed we can't wait to show you around.



LEISURE

TRAVEL GUIDE

Travel Dubuque's annual Travel Guide is produced as a resource for all visitors to Dubuque. This guide is mailed out by request either via phone, email, or online form, as well as available as a digital download. Travel Dubuque distribution program delivers guides all across the Tri-State area as well as within approximately 100 miles.

2024 TRAVEL GUIDE RESULTS

DIGITAL REQUESTS 1,048 TRAVEL GUIDES

PRINTED REQUESTS 17,077 TRAVEL GUIDES

DISTRIBUTED ~40,000 TRAVEL GUIDES



TAYLOR KELLOGG
VICE PRESIDENT OF
MARKETING

LEISURE

ADVENTURE GUIDE

Travel Dubuque launched its first Adventure Guide in Fall of 2022. These seasonal guides are mailed out by request, with Travel Guide requests, to existing mailing lists and distributed in the Welcome Center and with brochure distribution. Fall + Winter '24/25 is currently in circulation.

SPRING + SUMMER '24 14,817 MAILED
FALL + WINTER '24/'25 11,940 MAILED TO DATE *

TOTAL OF 48,385 MAILED TO DATE * SINCE 2022

* AS OF 1/15/25



WILLIE TIGGES
CONTENT MARKETING
MANAGER

LEISURE

CONTENT STRATEGY

SPONSORED CONTENT CREATOR VISITS: 6

Alexa (@wildlynorth), Bikabout, Katie (@gall_adventures), Melissa (@witandfolly), Patricia (@winnieluwanders), Tiffany (@goingandexploring)

NEW ARTICLES ON WEBSITE: 11

Highlights: 9 Accessible Attractions, 12 Food Trucks to Track, 12 Can't-Miss Fall Festivals & Markets, & Hidden Gems of Dubuque County

#GOINGVIRAL: A short Instagram Reel from the Melissa (@witandfolly) collaboration compared Dubuque's destinations to other global destinations and went viral, amassing 22K likes and 1.1M views.



SCAN QR CODE
TO VIEW IG REEL.



WILLIE TIGGES
CONTENT MARKETING
MANAGER



LEISURE

CONTENT STRATEGY

(1/1/ 2024-12/31/2024)

FACEBOOK

VIEWS 719.9K REACH 710.5K
CONTENT INTERACTIONS 18.2K
FOLLOWERS 12.7K
NEW FOLLOWS 1K
FOLLOWER GROWTH RATE 35.7%

INSTAGRAM

VIEWS 235.5K REACH 115K
CONTENT INTERACTIONS 9.9K
FOLLOWERS 5.7K
LINK CLICKS 2.1K
POSTS 246 + STORIES 164



MICHELLE RAHE
DIRECTOR OF GUEST
SERVICES

LEISURE

WELCOME CENTER

VISITORS IN 2024: 7055

BUSIEST MONTHS: JUNE, JULY, AUGUST, OCTOBER

Visitors came from all 50 states and 34 countries, including Argentina, Australia, Belgium, Bulgaria, Brazil, Canada, Denmark, England, Finland, France, Germany, Holland, Hungary, India, Ireland, Italy, Japan, Luxembourg, New Zealand, Norway, Paraguay, Peru, Poland, Puerto Rico, Russia, Scotland, South Korea, Spain, Sweden, Switzerland, Taiwan, Tasmania, Venezuela, and Wales.



BECKY CARKEEK
SALES MANAGER

SALES **GROUP TOURS**

This year, we had the pleasure of working with 87 groups, welcoming approximately 2,959 visitors—and handing out an impressive 5,918 caramels along the way! While the number of groups remained steady compared to 2023, motorcoach groups have been rolling in with slightly fewer passengers.

2024 RECAP

2,959 GUESTS

5,918 CARAMELS DISTRIBUTED

TOP ORIGIN STATES WERE WI, IL, & MN

VISITORS CAME FROM AS FAR AWAY AS CANADA



JULIE KRONLAGE
VICE PRESIDENT OF SALES

SALES MEETINGS

Driftless Beef Conference	January 23-24, 2025
Pony of the America's Club	February 20-23, 2025
IA Association for Alternative Education	March 13-14, 2025
Growing Sustainable Communities Conference	April 1- 2, 2025
Iowa Knights of Columbus	April 4-6, 2025
Circle WI Midwest Marketplace	April 6-8, 2025
GrainCo	Sept 12-14, 2025
Iowa Credit Union League	Sept 18-20, 2025
Landlords of Iowa	October 16-17, 2025

*The first week of April is going to be busy in Dubuque for convention business!

THE COOLEST 24 HOURS

In 2025, meeting efforts will strongly focus on meeting planners in the Chicago market by encouraging them to hop on the plane at O'Hare to experience Dubuque on the coolest 24-hour FAM tour.



JULIE KRONLAGE
VICE PRESIDENT OF SALES

SALES

RIVERBOATS

In 2024, river conditions impacted riverboat stops, with high waters in July preventing American Cruise Lines and Viking from cruising, a bridge closure in September limiting traffic, and low waters in October. American Queen Voyages did not stop in Dubuque for the first time in over a decade due to bankruptcy.

As a result, Dubuque saw a decrease of 6,165 passengers compared to 2023. However, 2025 forecasts include 10 dockings by Viking Mississippi and 28 by American Cruise Lines at the Port of Dubuque.

Riverboat Twilight, Celebration Belle, and American Lady reported a successful year in 2024.



NOAH WESTHOFF
SPORTS & EVENTS
MANAGER

SPORTS & EVENTS

UPCOMING EVENTS

Vette City Volleyball Tournament	February 7-9, 2025
Dubuque on Ice Brewfest	February 22, 2025
Mississippi River Gymnastics Vacation Classic	March 7-9, 2025
Julien Dubuque Film Festival	April 21-27, 2025
Vintage Torque Fest	May 2-3, 2025
Grandview Gallop	June 7, 2025
Ghost Saturdays	July 5 & 19, 2025
Dubuque County Fair	July 22-27, 2025
Ghost Saturdays	August 2 & 16, 2025
Eleventh Frame Open	August 15-17, 2025
Tim McGraw at the Field of Dreams Movie Site	August 30, 2025
Dubuque Dragon Boat Festival	September 6-7, 2025
Cardinals Fantasy Camp	September 21-24, 2025
Mines of Spain 100	October 17-18, 2025
DockDogs & DuelingDogs World Championships	November 3-9, 2025



JOHN SUTTER

**VICE PRESIDENT - FIELD
OF DREAMS OPERATIONS**



FIELD OF DREAMS MOVIE SITE

YOUTH TOURNAMENTS

The Field of Dreams Movie Site facilitated youth sports tournaments in 2024 and hosted 453 teams across 10 weekends. Overall, 20 states plus Canada were represented. In 2025, an anticipated 500+ teams will play at the site over 12 weekends. Additional softball and senior baseball tournaments will be held this year.

FIELD OF DREAMS MOVIE SITE

2024 YOUTH TOURNAMENTS

453 TEAMS

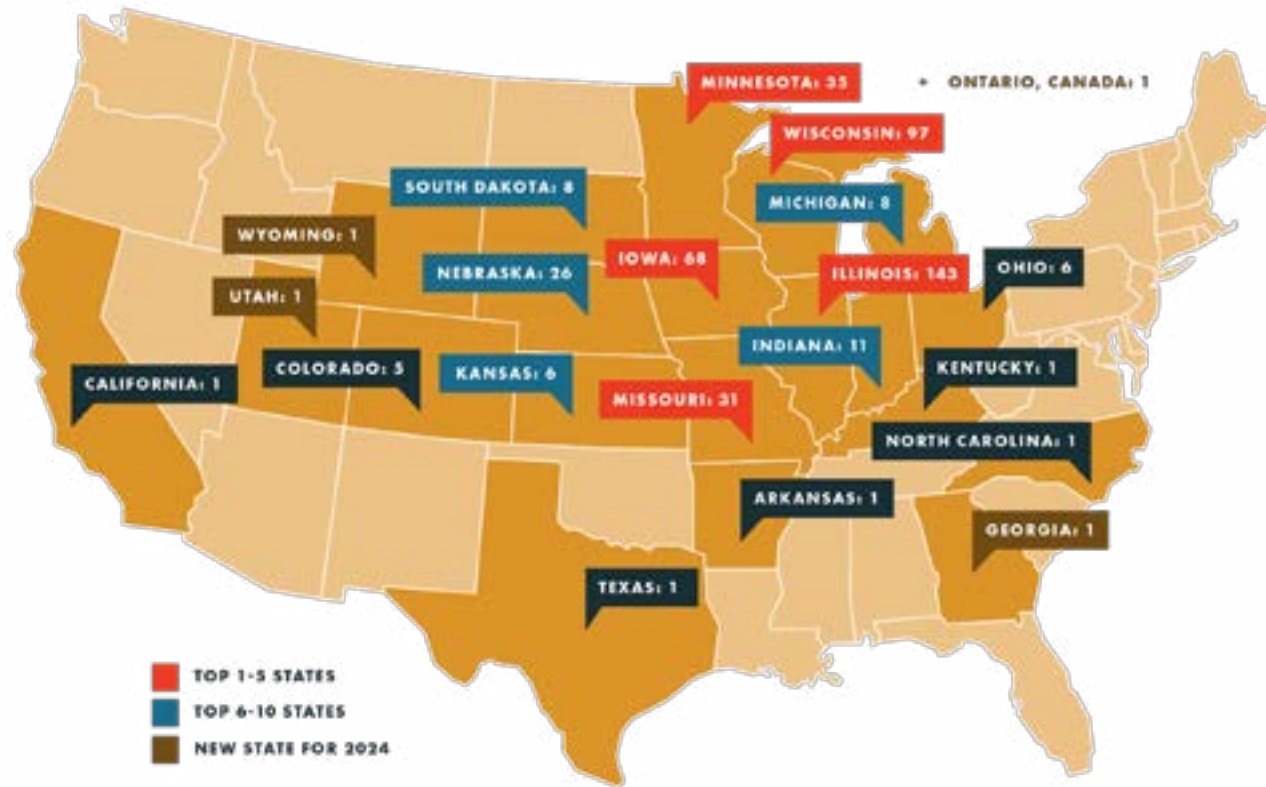
participated in 2024 tournaments,
an increase of 21% over 2023.

857 GAMES

with rain delays 9 of 10 weekends.

\$6,805,833

estimated total visitor spending
on tournament weekends, with
\$1,546,104 spent on lodging and
93 jobs created.





SARA HANTEN
VICE PRESIDENT OF
OPERATIONS

INDUSTRY

OUTREACH COMMITTEE

The Travel Dubuque Outreach Committee is an evolution of the former, Advisory Committee. This committee meets quarterly at partner attractions to learn a little more about what is happening in the travel industry locally and regionally as well as provide an opportunity for partners to network. In 2024, meetings were hosted at the Field of Dreams Movie Site, Convivium Urban Farmstead, and Holiday Inn Dubuque.



BECKY CARKEEK
SALES MANAGER



PARTNERSHIPS

SISTER CITY

The Sister City Committee has been bustling with activity, including hosting ICMA dinners and welcoming a Luxembourg delegate interested in establishing an educational exchange program with local high schools.

LOOKING AHEAD:

Making updates to the Sister City International Park to enhance its appeal and functionality.

Increasing community engagement by identifying opportunities to participate more actively in local events.

Increasing communication between our Sister Cities featuring a yearly newsletter showcasing some of our international events, such as the Growing Sustainable Conference and Julien Dubuque International Film Festival, to name a few.



TAYLOR KELLOGG
VICE PRESIDENT OF
MARKETING



INVITING
WATERS

head west
**DELAWARE
COUNTY**

*Home to an abundance
of outdoor recreation,
including the largest
whitewater park in the
Midwest.*

A little farther west on your road trip, you'll find Delaware County. Rich with natural wonder, it is the perfect place to get outside and explore. Mammoth Whitewater Park is the largest in town and the Midwest. Bring a kayak, paddleboard, or take for a spin one up at a local store, and spend the day riding the rapids. Looking for something a little slower-paced? Visit Backbone State Park in Dundas and picnic, hike, or explore some of the caves.

For those who want to learn more about the area, Sandrock Farm Preschool offers public (and family-oriented) tours of the largest and oldest in town. Shearn's Pumpkin Farm in Manchester is the perfect way to spend a fall day. From a walk to photo ops to World's Largest Dugout in Ryan or the Lake Bell Mural in downtown Dell, and you'll have memories to last a lifetime. For more to explore, visit out the Laramie College Campus tour in Hagston or the Veterans Living Memorial in Ryan.

where the locals say

GRAB A BIT OF BREW
Olive West Deli for tasty sandwiches, soups, and salads. **MANICOTA**
Franklin Street Brewery for the craft beer drinker. **MANICOTA**
The Pines Place for one of the famous sandwiches in town. **MANICOTA**
Casper's Place Pubs & Grill for elevated bar food and live local music. **WISN**
The Bread Basket for a quick treat, custom doughnuts. **MANICOTA**

SNACK & DRINK
Buckel & A local gouda, venison, and sausage. **MANICOTA**
Off the Hook meats, home and grab & go. **MANICOTA**
Hartwick's for American goods. **MANICOTA**
Real Deals place & more. **MANICOTA**
The Market to find local experiences. **MANICOTA**

PHOTO COURTESY OF THE DELAWARE COUNTY TOURISM BOARD

INDUSTRY
**COUNTY
PARTNERS**

Travel Dubuque has renewed its partnership with Jones, Delaware, and Jackson Counties for region marketing. Thanks to a DRA grant and support of the project by ECIA, these counties, along with the efforts already taking place with Dubuque County, this initiative will once again position this area as a regional destination.

THE RESULTS & IMPACT REPORTED TO DATE.

TRAVEL RELATED

EXPENDITURES

YEAR	EXPENDITURES	EMPLOYMENT	STATE TAX	LOCAL TAX
	MILLIONS	THOUSANDS	MILLIONS	MILLIONS
2019	\$391.00	3.23	\$30.03	\$31.97
2020	\$281.02	2.43	\$23.03	\$25.90
2021	\$403.21	2.79	\$29.15	\$29.64
2022	\$439.15	2.92	\$30.75	\$30.08
2023	\$461.70	3.01	\$32.09	\$30.75
	5.13% GROWTH SINCE 2022	3.08% GROWTH SINCE 2022	4.36% GROWTH SINCE 2022	2.22% GROWTH SINCE 2022

ACCORDING TO THE ECONOMIC IMPACT OF TRAVEL
ON IOWA COUNTIES REPORT RELEASED BY IOWA
ECONOMIC DEVELOPMENT AUTHORITY IOWA
TOURISM OFFICE.

HOTEL / MOTEL TAX RECORDS

FY	Q4	Q1	Q2	Q3	TOTAL	% CHANGE FROM PREVIOUS YEAR
2021	404,586.56	449,115.14	588,357.21	848,825.50	\$2,290,784.41	2.16%
2022	631,492.82	194,054.14	443,233.28	526,966.16	\$1,795,746.40	-21.60%
2023	407,306.41	326,568.27	775,203.73	921,984.35	\$2,431,062.76	35.38%
2024	691,149.72	584,393.42	718,326.73	899,392.95	\$2,893,262.82	19.01%
2025	595,447.08	854,435.34	722,583.12	1,062,079.37	\$3,234,544.91	11.80%
2026	737,331.79	523,666.89	999,442.57	1,258,940.03	\$3,519,381.28	8.81%

FISCAL YEAR 2026 BUDGET

FISCAL YEAR 2026

BUDGET

	ACTUALS THROUGH DEC. 31, 2025	FY25 BUDGET	PROPOSED FY26 BUDGET
INCOME			
Dubuque County	17,342.69	50,000.00	50,000.00
Grants	81,309.00	75,000.00	85,000.00
Gift Shop/Welcome Center	16,872.99	25,000.00	25,000.00
Co-op Programs	5,000.00	25,000.00	25,000.00
Bureau Services	147,299.00	227,250.00	214,500.00
Contracted Mgmt Services	93,750.00	225,000.00	225,000.00
CVB Events	51,687.15	10,000.00	10,000.00
Hotel/Motel Tax	808,636.00	1,617,272.00	1,759,691.00
Brochure Distribution	750.00	2,000.00	2,000.00
Progressive Dinners	32,135.00	45,000.00	35,000.00
Interest	4,379.68	6,000.00	6,000.00
TOTAL INCOME	1,259,161.51	2,307,522.00	2,437,191.00

FISCAL YEAR 2026

BUDGET

	ACTUALS THROUGH DEC. 31, 2025	FY25 BUDGET	PROPOSED FY26 BUDGET
Expense			
Convention Marketing			
Tri-State Champion	891.28	2,500.00	3,500.00
Bid Process	9,053.91	14,000.00	16,300.00
Corporate Marketing	17,651.24	39,000.00	63,750.00
Associate Marketing	3,882.53	4,500.00	6,500.00
Convention Services	635.58	6,000.00	6,300.00
Growing Sustainable Conf.	9,629.00	52,000.00	52,000.00
Total Convention Marketing	41,743.54	118,000.00	148,350.00
Sports Commission	148,415.29	130,000.00	135,000.00
Group Tour Marketing			
Group Tour Sales	5,099.83	7,300.00	6,250.00
Riverboat Tours	45,332.06	59,000.00	59,000.00
Tradeshows	9,003.76	44,000.00	18,000.00
Progressive Dinners	23,886.73	35,000.00	30,000.00
Total Group Tour Marketing	83,322.38	145,300.00	113,250.00

FISCAL YEAR 2026

BUDGET

	ACTUALS THROUGH DEC. 31, 2025	FY25 BUDGET	PROPOSED FY26 BUDGET
Marketing			
Media Buys	145,703.67	278,000.00	338,000.00
Website	7,454.76	7,000.00	10,000.00
Total Marketing	153,158.43	285,000.00	348,000.00
Awareness Development			
Local Awareness	3,204.98	16,000.00	16,000.00
Education/Staff Development	16,037.33	40,000.00	40,000.00
Hospitality		5,000.00	8,000.00
CVB Events	3,918.40	35,000.00	35,000.00
Gift Shop/Welcome Center	10,376.13	20,000.00	20,000.00
Brochure Distribution	183.53	500.00	500.00
Sister City	1,022.25	5,000.00	5,000.00
Community Partners	1,000.00	10,000.00	10,000.00
Air Service Grant	7,279.60		
Total Awareness Development	43,022.22	131,500.00	134,500.00

FISCAL YEAR 2026

BUDGET

	ACTUALS THROUGH DEC. 31, 2025	FY25 BUDGET	PROPOSED FY26 BUDGET
Salaries & Benefits			
Salaries	484,812.89	996,514.00	1,032,630.00
Payroll Tax Expense	37,971.81	79,500.00	82,500.00
Health & Dental Insurance	51,495.06	103,000.00	105,000.00
Life/STD & LTD Insurance	3,100.02	7,000.00	7,500.00
Pension Contribution	26,754.19	47,750.00	49,500.00
Total Salaries & Benefits	604,133.97	1,233,764.00	1,277,130.00
Administrative			
Insurance	8,004.00	7,500.00	8,200.00
Postage	5,453.44	35,000.00	35,000.00
Accounting & Legal Services	26,928.26	27,000.00	30,000.00
Parking	5,486.00	12,000.00	12,000.00
Total Administrative	45,871.70	81,500.00	85,200.00

FISCAL YEAR 2026

BUDGET

Operations

Telephone, Telecommunications	8,430.64	17,000.00	18,000.00
Computer Software/Equipment	13,768.27	25,000.00	20,000.00
Supplies	3,035.87	8,000.00	8,000.00
Total Operations	25,234.78	50,000.00	46,000.00

Facilities

Welcome Center Rent	17,820.00	37,000.00	37,000.00
Storage Space Rent	2,100.00	4,200.00	4,200.00
3rd & Main Condo Association	2,482.14	5,000.00	7,500.00
Utilities	1,867.88	6,300.00	6,300.00
Office Maintenance	3,428.72	6,500.00	6,800.00
Dyersville Office	14,391.05	20,000.00	20,000.00
Total Facilities	42,089.79	79,000.00	81,800.00

Depreciation Expense

Interest Expense	8,936.47	20,000.00	17,000.00
		250.00	0.00

TOTAL EXPENSE

1,195,928.57	2,274,314.00	2,386,230.00
63,232.94	33,208.00	50,961.00
63,232.94	33,208.00	50,961.00



THANK YOU

TRAVEL
Dubuque

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of January 21, 2025; Airport Commission of October 22, 2024; Arts and Cultural Affairs Advisory Commission of October 22, 2024; Civil Service Commission of January 17, 2024; Historic Preservation Commission of November 21, 2024; Park and Recreation Commission of December 10, 2024; Zoning Board of Adjustment of December 19, 2024; Proof of Publication for City Council Proceedings of January 6, 2025.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. City Council Proceedings of 1 21 25
2. Airport Commission Minutes
3. Arts and Cultural Affairs Minutes
4. Civil Service Commission Minutes
5. Historic Preservation Commission Minutes
6. Park and Recreation Commission Minutes
7. Zoning Board of Adjustment Minutes
8. Proof of Publication for 1.6.25 Proceedings

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

The Dubuque City Council met in special session at 6:00 p.m. on January 21, 2025, 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 Capital Improvement Project GIS Application.

WORK SESSION

Capital Improvement Project GIS Application

GIS Coordinator/Analyst Nikki Rosemeyer introduced the Capital Improvements Project GIS application. In response to questions, Rosemeyer explained that the application is publicly accessible and will be promoted through the Public Information Office (PIO). She noted that the City Council's suggestions to create a template and integrate Media Services videos could be incorporated. City Council Members praised the application for its effectiveness in communicating information.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:19 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 January 21, 2025, 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

Council Member Wethal requested Item No. 19 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except Item No. 19. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of January 6, 2025; Civil Service Commission of December 11 and December 19, 2024; Community Development Advisory Commission of November 20, 2024; Equity and Human Rights Commission of December 17, 2024; Library Board of Trustees Update of December 19, 2024; Resilient Community Advisory Commission of November 7, 2024; Zoning Advisory Commission of November 6, 2024; Proof of Publication for City Council Proceedings of December 16, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: David Rupp for property damage. Upon motion the documents were received, filed, and referred to the 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: Elijah Callahan for vehicle damage; Daniel Dunne for vehicle damage; Elizabeth Gonner for vehicle damage; David Rupp for property 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. 8-25 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. First Amendment to Development Agreement between the City of Dubuque and HG APT LLC for the Rehabilitation of 2901 Central Avenue: Upon motion the documents were received and filed, and Resolution No. 9-25 Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And HG Apt LLC was adopted.

6. John F. Kennedy Road and W. 32nd Street Intersection Improvement Project - Acceptance of Public Improvement Construction Contract - PROJECT 5521000048: Upon motion the documents were received and filed, and Resolution No. 10-25 Accepting The John F. Kennedy Road And W. 32nd Street Intersection Improvement Project And Authorizing Final Payment To The Contractor was adopted.

7. Acceptance of a Quit Claim Deed for Highway Access Rights from Switch Homes, LLC: Upon motion the documents were received and filed, and Resolution No. 11-25 Accepting A Quit Claim Deed From Switch Homes, LLC, For Certain Highway Access Rights Across Part Of The Farm Subdivision, In The City Of Dubuque, Iowa was adopted.

8. Acceptance of Certain Public Subdivision Improvements in Phase I of The Farm Subdivision: Upon motion the documents were received and filed, and Resolution No. 12-25 Accepting Public Improvements In Phase 1 Of The Farm Subdivision, In The City Of Dubuque, Iowa was adopted.

9. Acceptance of a Storm Water Detention Basin and Berm Easement from Ehrlich Properties, LLC over Lot 2-10 of North Grandview Estates No. 2, in the City of Dubuque Iowa: Upon motion the documents were received and filed, and Resolution No. 13-25 Accepting A Grant Of Permanent Easement For Storm Water Detention Basin And Berm, Over And Across Part Of Lot 2-10 Of North Grandview Estates No. 2, In The City Of Dubuque, Iowa was adopted.

10. Iowa Department of Transportation Bridge Cleaning Project Notification Correspondence from Jesse Tibodeau, Assistant District Engineer with the Iowa Department of Transportation, notifying the City Council of bridge cleaning on US- 20 over the Mississippi River. Upon motion the documents were received and filed. Upon motion the documents were received and filed.

11. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 14-25 Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

12. Electric Fuel Excise Tax and Charging Fee Increase Recommendation: Upon motion the documents were received and filed, and Resolution No. 15-25 Establishing Rates And Charges For Electric Vehicle Charging was adopted.

13. Approval of Tree City USA application: Upon motion the documents were received and filed, and Resolution No. 16-25 Retroactively Authorizing The Filing Of An Application For Designation As A Tree City USA With The Arbor Day Foundation was adopted.

14. Five Flags Civic Center Operations Management Services RFP: Upon motion the documents were received, filed, and approved.

15. US Census Boundary and Annexation Survey: Upon motion the documents were received and filed.

16. Final Plat of North English Estates: Upon motion the documents were received and filed, and Resolution No. 17-25 Approving The Final Plat Of North English Estates, Dubuque County, Iowa was adopted.

17. Final Plat of Sandman Homestead: Upon motion the documents were received and filed, and Resolution No. 18-25 Approving the Final Plat of Sandman Homestead, Dubuque County, Iowa was adopted.

18. City of Dubuque and Theisen's Warehouse, LLC Property Right of Way Plats and Dedications – for Future Intersection Improvements at Chavenelle Road and South Heacock Road and Future Extension of South Heacock Road: Upon motion the documents were received and filed, and

Resolution No. 19-25 Approving The Acquisition Plats Of Lot A Of Lot 1-2 McFadden Farm Place No. 4, Lot 1a Of McFadden Farm Place No. 5, And Lot 2a Of Dubuque Industrial Center West 9th Addition, All In The City Of Dubuque, Dubuque County, Iowa was adopted.

19. Public Works Staffing Request - Project and Facilities Manager: Motion by Wethal to receive and file the documents and approve a full-time Project and Facilities Manager (G-18) increasing the Public Works personnel complement by +1.00 FTE, or 2080 hours. Seconded by Sprank. When asked about staff additions outside the budget cycle, Van Milligen explained that certain positions are identified as immediate needs. After evaluating the Public Works Department's various demands and current capacity, this position was deemed essential and should be filled immediately. City Council Members stated that the annual budget is fixed and will not increase by adding this position. They also agreed on the necessity of additional staff for the department. Motion carried 7-0.

20. Civil Service Certified Lists - Firefighter-Paramedic / Firefighter-EMT and Police Officer: Civil Service Commission submitted the certified lists for the positions of Firefighter-Paramedic / Firefighter-EMT and Police Officer. Upon motion the documents were received, filed, and made a Matter of Record.

21. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 20-25 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 hearing as indicated. Seconded by Sprank. Motion carried 7-0.

1. ImOn Ice Arena Dehumidification System Upgrade Project - Initiate Public Bidding Process and Setting Date for a Public Hearing Project No. 2849900004: Upon motion the documents were received and filed and Resolution No. 21-25 ImOn Ice Arena Dehumidification System Upgrade Project: 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 3, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. 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.). Motion by Roussell to appoint Shimkus to the term. Seconded by Wethal. Motion carried 7-0.

2. Community Development Advisory Commission: One, 3-Year term through February 15, 2027 (Vacant Low/Moderate Income Rep. term of Hammel Jr.) and 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.). Motion by Jones to appoint Campbell to the Low/Moderate Income Rep. term. Seconded by Resnick.

Motion carried 7-0. Motion by Jones to appoint Boles to the At-Large term. Seconded by Resnick. Motion carried 7-0.

3. 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. Upon roll call vote, Baumhover and Freiburger were appointed to the terms. Baumhover received all 7 votes from the City Council. Phillipson received 1 vote (Resnick), and Freiburger received the remaining 6 votes for the other term.

PUBLIC HEARINGS

1. Central Avenue and White Street Corridor Traffic Study Summary Report Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 22-25 Approval Of The Central Avenue And White Street Corridor Traffic Study Summary Report. Seconded by Wethal. A video summary of the Multi-Modal Alternative as the selected alternate for Central Avenue and White Street was shown. City Council Members commended the video and expressed enthusiasm for the future amenities in the corridor. Van Milligen confirmed that the City Council will need to allocate funding for each component of the master plan. Additionally, they will approve the plans and specifications for the projects that will carry out the plan, which will require public hearings. Motion carried 7-0.

2. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 23-25 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin). Seconded by Jones. City Council Members expressed their enthusiasm for the project. Motion carried 7-0.

ACTION ITEMS

1. Grand River Center Presentation of FY 2024 Annual Report: Motion by Farber to receive and file the documents and hear the presentation. Seconded by Wethal. OVG 360 Grand River Center General Manager Ryan Bonifas made a presentation on the Fiscal Year 2024 Annual Report. City Council Members praised OVG 360's initiatives for the center. In response to questions, Bonifas summarized the areas' competitors and highlighted the importance of local air service and hotel expansion. Motion carried 7-0.

2. Proceedings to Complete Action on the Issuance of \$26,221,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I: Motion by Roussell to receive and file the documents and adopt Resolution No. 24-25 Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of \$26,221,000 Sewer Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions. Seconded by Jones. Motion carried 7-0.

3. Proceedings to Direct Advertisement for Sale of \$6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, Approval of the Preliminary Official Statements, and Approval of Electronic Bidding Procedures: Motion by Jones to receive and file the documents and adopt Resolution No. 25-25 Setting The Date For The Sale Of General Obligation Corporate Purpose Bonds, Series 2025A And Authorizing The Use Of A Preliminary Official Statement In Connection Therewith; Resolution No. 26-25 Setting The Date For The Sale Of Taxable General Obligation Corporate Purpose Bonds, Series 2025B And Authorizing The Use Of A Preliminary Official

Statement In Connection Therewith; and Resolution No. 27-25 Setting The Date For The Sale Of Taxable General Obligation Urban Renewal Bonds, Series 2025C And Authorizing The Use Of A Preliminary Official Statement In Connection Therewith. Seconded by Farber. In response to questions, Van Milligen summarized the work of the city's municipal advisor throughout this process. Chief Financial Officer Jennifer Larson stated the bonds will mature in 20 years. Motion carried 7-0.

4. Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management Consultant Selection Approval and Authorization of Contract: Motion by Wethal to receive and file the documents and adopt Resolution No. 28-25 Authorizing The City Manager To Negotiate And Execute A Contract With Confluence For Historic Millwork District Outdoor Community Space Engagement, Design, And Construction Management. Seconded by Sprank. City Council Members expressed enthusiasm for the project. Motion carried 7-0.

5. Work Session Request: Travel Dubuque Annual Update: Motion by Roussell to receive and file the documents and schedule the work session for February 3, 2025, at 6:00 p.m. Seconded by Wethal. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Farber reported on a recently published Federal Communications Commission (FCC) Committee report on best practices to facilitate FCC programs.

Council Member Roussell reported on attending Greater Dubuque Development Corporation's (GDGC) day-long planning session, National Incident Management Training, and the Police Department's annual awards ceremony.

Council Member Jones also reported on the Police Department's awards ceremony, along with the recent departure of Dubuque Racing Association (DRA) President and CEO Alex Dixon, DRA's sports center presentation on Chaplain Schmitt Island, a soup luncheon fundraiser hosted by the Iowa Association of Women Police, and performing music at a Carnegie Stout Public Library event.

Mayor Cavanagh reported on the Iowa Special Olympics opening ceremony, the Dubuque Racing Association and GDGC events, and the U.S. Conference of Mayors meeting.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:54 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 8:34 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:34 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

**DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING**

Tuesday, October 22, 2024

4:00 p.m.

Dubuque Regional Airport
Terminal Conference Room

PRESENT: RJ Blocker, Sue Clemenson, Mariann Kurtz Weber, Mike Phillips

ABSENT: Doug Brotherton

STAFF: Todd Dalsing, Dan Klaas (on phone), Cheryl Sheldon

GUESTS: Two University of Dubuque students, Eric Scott (on phone)

PUBLIC INPUT

None.

AIRPORT COMMISSION MINUTES

Commissioner Clemenson moved to approve the minutes of the September 24, 2024, meeting, and Commissioner Blocker seconded the motion. This motion passed unanimously.

OLD BUSINESS

01. REVIEW AIRPORT STATISTICS

Director Dalsing mentioned that aviation fuel sales were down slightly from the previous year, but aircraft operations increased.

NEW BUSINESS

ACTION ITEMS

02. ICAIF CONSTRUCT HANGAR 105 CLOSEOUT RESOLUTION

Commissioner Blocker made a motion to accept Resolution No. A1400-1-2024 Accepting the Airport Construct Hangar 105 Construction Project and Submit Closeout Documentation to the Iowa Department of Transportation. Commissioner Brotherton seconded the motion. This motion passed unanimously.

The Dubuque Regional Airport received funding from the State of Iowa to construct an aircraft hangar. This project was awarded to general contractor Tricon Construction Group. Construction is now completed, and the hangar is being occupied by the University of Dubuque.

03. ENGINEERING DESIGN AGREEMENT TAXIWAY A CONSTRUCTION PHASE 4 RESOLUTION

Commissioner Kurtz Weber made a motion to accept Resolution No. A1500-1-2024 Authorizing an Agreement for Engineering Services for Relocate Taxiway A – Phase 4 Construction Project Design and Bidding Phase Services. Commissioner Clemenson seconded the motion. This motion passed unanimously.

This will continue the design and bidding process for phase 4 of the Taxiway A multi-year construction project with Foth Infrastructure, the Airport engineer on retainer.

DISCUSSION

04. AIRPORT PROJECTS UPDATE

Terminal exit lane design is currently underway. The GA Apron construction project is on schedule with a late November completion date. TSA held another precheck event over the past two weeks. The first daily flight on Denver Air was completed on November 4th. Commissioner Kurtz Weber noted that for this to be successful, “We need people to fly out of Dubuque and be ambassadors for DBQ.”

05. CORRESPONDENCE RECEIVED SINCE SEPTEMBER 24, 2024, COMMISSION MEETING

The Airport Part 139 annual inspection will be November 19th - 20th.

NEXT COMMISSION MEETING

The next scheduled Commission meeting tentative date is December 17, 2024.

Commissioner Blocker moved to adjourn the meeting, and the motion was seconded by Commissioner Clemenson. This motion passed unanimously.

The meeting was adjourned at 4:33 p.m.

Minutes respectfully submitted by Cheryl Sheldon.

ARTS & CULTURAL AFFAIRS ADVISORY COMMISSION MEETING MINUTES

DATE: Tuesday, October 22, 2024

TIME: 3:34 PM

LOCATION: Multicultural Family Center, 1157 Central Ave., Dubuque, IA 52001

Regular Meeting

Commissioners Present: Nicholas HALDER (chair); Shirley DAVIS-ORWOLL; Tom ROBBINS; Doug DONALD; Sue RIEDEL;

Commissioners Absent: Franco MENCHACA;

Staff Present: Bonnie SPURLING (Arts & Cultural Affairs Manager); Mike WILLIAMS (Intern)

Public Present: Ali Levasseur;

HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:34 PM.

Roll Call & Review of Minutes

Roll call was skipped due to familiarity with commissioners, City staff and public present.

DONALD motions to accept minutes from September with changes, DAVIS-ORWOLL seconds. Vote unanimously passed. No further discussion.

Officer and Committee Appointments

Committee appointments for MENCHACA skipped due to his absence.

Status Reports from Staff

SPURLING reports for Office of Arts & Cultural Affairs:

Creatives Café committee recently met and decided on four quarterly dates in 2025. Location for dates have not yet been determined.

Art on the River committee has upcoming meeting to discuss the theme for next years exhibit.

Updates From Master Plan Working Groups

None

Old Business Updates from Grants Subcommittee

Grants committee had recent meeting, continues to work on finetuning grant guidelines, which they will then bring back to the full commission for review. Proper NTE code will remain an eligibility guideline for upcoming year.

New Business

SPURLING recently met with the City Manager to continue to discuss a public temporary Art policy.

Public Comment/Correspondence

Levasseur advises she will share open commission seats with an email list she has for the Bluff Street corridor.

Events and Engagement Reporting from Commissioners

Tom Robbins announced his resignation from the Commission as he has accepted a new position in Minnesota and will be relocating soon.

Adjournment motioned by ROBBINS seconded by RIEDEL at 4:27 PM.

Next Regular Meeting: Tuesday, November 26, 2024, at 3:30 PM at the Multicultural Family Center

Respectfully submitted:

Bonnie Spurling

Arts & Cultural Affairs Manager, City of Dubuque

These minutes were passed and approved on _____ January 21, 2025

Witnessed By _____ *Nick Halder* (signature)

Nick Halder (printed)

Chair (officer position)

MINUTES

Government Body: CITY OF DUBUQUE CIVIL SERVICE COMMISSION
Date: January 8, 2025
Time: 4:15 PM
Place of Meeting: City Hall – Conference Room A – 50 W 13th St.

Present: Commissioners Carla Heathcote, Dan White (virtual), Scott Crabill
Also present: Police Captain Scott Baxter, Bureau Chief Josh Knepper, Talent Acquisition Diversity Coordinator Kristen Dietz

Commissioner Heathcote called the meeting to order at 4:26 p.m.

1. Approval of minutes from the December 11 and December 19, 2024 meetings. Motion by Crabill to approve the minutes as submitted. Seconded by White. Motion carried 3-0.
2. Police and Fire Department Reports. Bureau Chief Josh Knepper provided information on promotional testing. Police Captain Scott Baxter spoke about current staffing numbers.
3. Certify the list for the position of Police Officer. Motion by Crabill to certify the list for the position of Police Officer as recommended by Chief of Police Jeremy Jensen. Seconded by White. Motion carried 3-0.
4. Certify the list for the position of Firefighter/Paramedic/EMT. Motion by White to certify the list for the position of Firefighter/Paramedic/EMT as recommended by Bureau Chief Josh Knepper. Seconded by Crabill. Motion carried 3-0.
5. Request to schedule and examination of the position of Police Officer. Motion by Crabill to set the examination date as March 8, 2025. Seconded by Heathcote. Commissioner Crabill to proctor. Motion carried 3-0.
6. Adjournment. Motion by Crabill to adjourn at 4:39 p.m. Seconded by Heathcote. Motion carried 3-0.

Submitted by Pamela McCarron, Permit Clerk

MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION
5:30 p.m.
Thursday, November 21, 2024
City Council Chambers, Historic Federal Building

Commissioners Present: Acting Chairperson Tim Gau; Commissioners, Bill Doyle, Christina Monk, Heidi Pettitt and Rick Stuter

Commissioners Excused: Janice Esser

Commissioners Unexcused : None

Staff Members Present: Wally Wernimont and Chris Happ Olson.

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

MINUTES: Motion by Monk, seconded by Doyle, to approve the minutes of October 17, 2024 meeting as submitted. Motion carried by the following vote: Aye –Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

ACTION ITEMS:

DESIGN REVIEW

Applicant: Brandon Bauer
Owner: Brandon Bauer/Arrow Homes
Address: 586 Loras Blvd.
Project: Window Replacement
District: West 11th Street Historic District

Staff Member Happ Olson presented the staff report for the project. She explained that this is a request to replace a window at the rear of the structure to meet Emergency Egress and Rescue Opening (EERO) standards in order to allow the owner to continue to use that area as a sleeping room. The desire is to change a row of banded windows into a T shape by enlarging and lowering the middle window. Happ Olson reviewed the history of the property, referring to survey results, a range of imagery provided, and background information. She noted that the Commission shall use the Architectural Guidelines, to which she provided an evaluation, and noted the EERO policy (included in the packet) shall also be used to consider changes to the opening. She noted that the Commission has given her ability to sign off on some EERO changes, but this was a larger change that she did not have authority to approve. She stressed that due to the

fact that is at a tertiary façade, it should not be considered with the same lens as the primary or secondary facades.

Nikki and Brandon Bauer, owners of 586 Loras, said that the existing window is a vinyl window that was installed after a 2019 fire, and the new window would match it.

Commissioner Doyle suggested that the new trim and sill should match the existing trim and sill. Commissioners discussed overall design of the three windows (i.e. L plan vs. T plan), and whether this modified window would benefit from a muntin to mimic a meeting rail, but in the end did not require either consideration.

Motion by Doyle, seconded by Stuter, to approve the application as submitted with the condition that the new window have a matching sill and trim as the existing windows. Motion carried by the following vote: Aye –Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

ITEMS FROM PUBLIC: none

ITEMS FROM COMMISSION: none

ITEMS FROM STAFF:

- Staff member Wernimont noted that the north half of the property, the remaining structure, at the Dubuque Brewing & Malting building is up for sale for \$1.5 million. The south section is cleared.
- Staff Member Happ Olson said the Black Heritage Survey report has been received by staff and the State Historic Preservation Office (SHPO). She anticipates the next draft will be the one that comes to the Commission.
- Happ Olson said the 20th century neighborhood surveys for Voelker Highlands and Deereville are delayed, due to leadership changes at Heritage Works. She and Commissioner Doyle, as Heritage Works staff person, are meeting on Monday to discuss how to complete the surveys and move forward with a working partnership between the City and the non-profit, given the recent changes.
- Wernimont updated the Commission that staff have been meeting with other communities to share preservation practices, including:
 - a discussion with Iowa City on how we train staff and commissioners, as training is a requirement of being a Certified Local Government (CLG) and related upcoming opportunities,
 - and a meeting between staff, the SHPO CLG coordinator and the communities of Iowa City and Council Bluffs to discuss how conservation districts are utilized in various ways.
- Happ Olson noted that the Commission should be thinking about candidates for the Ken Kringle Historic Preservation Awards in May, and that Janice Esser already nominated the project at 1047 Bluff Street.
- Staff noted to commissioners that we have 6 of 9 positions currently open, and

thanked commissioners for their dedication to the Commission. They noted that if one commissioner is unavailable, which is understandable, that it requires all of the other commissioners to come in order to meet our quorum and that staff appreciates commissioners’ service. A discussion of recruitment for the open positions ensued.

ADJOURNMENT: Motion by Gau, seconded by Monk to adjourn the November 21, 2024 Historic Preservation Commission meeting. Motion carried by the following vote: Aye –Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

The meeting adjourned at 6:05 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

January 16, 2025

Adopted

PARK AND RECREATION COMMISSION MEETING
Tuesday, December 10, 2024
Bunker Hill Golf Course
2200 Bunker Hill Road, Dubuque, Iowa 52001

PRESENT: Jennifer Tigges, Robin Kennicker, Ron Axtell, Jessica Ochoa and Lori Ollendick, Josh Jorgensen, Jason Henkel

ABSENT: None

STAFF PRESENT: Steve Fehsal, Dan Kroger, Jared Charland, Marie Ware, Wally Wernimont, and Angie Metcalf.

CALL TO ORDER: Jennifer called meeting to order at 4:35 pm.

MINUTES APPROVED; VOTE:

It was moved by Kennicker seconded by Axtell, to approve the minutes of the November 12th, 2024 meeting. Unanimous.

PUBLIC INPUT:

Chuck Isenhardt with Dubuque Audubon Society sent a letter to the Parks and Recreation commission regarding the review and selection of bids for the Parks and Recreation Master Plan. Audubon Society offered input based on the RFP for the project.

CHAPLAIN SCHMITT ISLAND DEVELOPMENT PLAN REVIEW AND RECOMMENDATION:

Leisure Services Director, Marie Ware, provided a brief overview of Chaplain Schmitt Island Development Plan and the public input received regarding the development plan. The City of Dubuque's Planning Services Director, Wally Wernimont, spoke about the public input received during the Chaplain Schmitt Island Development plan Open House held on November 12th 2024. Kennicker made a motion to recommend Council approval of the Champlain Schmitt Island plan.. Henkel seconded. Unanimous.

DIVISION MANAGER REPORTS:

Project Facilities Manager, Jared Charland provided an update on Eagle Velly Park, English Ridge Park, Westbrook Park Development. He advised due to delay in the receipt of playground equipment. The three mini parks should be completed spring of 2025. Charland also provided an update on the Jefferson Retaining wall Replacement.

COMMISSION COMMUNICATIONS/QUESTIONS:

Ochoa asked for an update on retaining wall at Cancer Survivor Park as it looked like bricks were falling, possible car accident. Fehsal advised he would

look into that because the retaining wall is complete, and bricks should not be falling.

ADJOURNMENT:

It was moved by Kennicker, seconded by Axtell, to adjourn the meeting 5:47 p.m. Unanimous.

**MINUTES
CITY OF DUBUQUE ZONING BOARD OF ADJUSTMENT
REGULAR SESSION**

5:30 p.m.

Thursday, December 19, 2024

City Council Chambers, Historic Federal Building

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

Board Members Excused: None

Board Members Unexcused: None

Staff Members Present: Shena Moon, Travis Schrobilgen, and Jason Duba

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

Board Member Kosel stepped out of the meeting.

MINUTES: Motion by Mauss, seconded by Ahlvin, to approve the minutes of the November 21, 2024 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Mauss, Stierman and McCoy; Nay – None.

Board Member Kosel rejoined the meeting.

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, 333 Bluff Street, spoke in favor of the request on behalf of St. John's Episcopal Church and Lange Sign Company. She shared photos, beginning with the existing sign at St. John's with people standing next to it. This was to demonstrate proportion and coloration, since the proposed sign would be the same size and design. She then showed photos of other signs in the downtown area that are also close to the property corner. She responded to concerns submitted by a neighboring property owner regarding traffic safety and historic preservation. She displayed photos of a cardboard mock-up of the proposed sign in order to show that the sign would have a negligible impact on visibility for vehicles and pedestrians from both the street and parking lot.

Dave Stuart, 1470 Locust Street, spoke in favor of the request. He noted that he owns

and operates a historic business and has observed accidents at this intersection. He stated that he has no concerns with this sign because it is not in the view path for vehicles or pedestrians, and is setback sufficiently.

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. He referred to the opposition letter and explained that the applicant had addressed the Board's concerns with additional information and photos, including a cardboard mock-up of the proposed sign.

Board Members Kosel, Mauss, and Stierman stated their concerns had been addressed with the additional information and photos.

Board Member Ahlvin stated he was still concerned about the private visibility triangle and its potential obstruction of visibility of pedestrians for vehicles exiting the parking lot.

Chairperson McCoy asked Ms. Deane if she was amenable to the condition of requiring the four existing signs to be removed, and she replied yes.

Motion by McCoy, seconded by Mauss, to approve the request with the following condition:

1. The four existing signs on the property shall be removed.

Motion carried by the following vote: Aye – Kosel, Mauss, Stierman, and McCoy; Nay – Ahlvin, citing criteria 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 – 42-24: Application of R and E Enterprise, LLC, 3370 Central Avenue, to conduct vehicle sales on a 9,210 square foot lot where 20,000 square feet of lot area is required in a C-3 General Commercial zoning district.

Randy Davis, 3370 Central Avenue, spoke in favor of the request. He explained that they are looking to sell antique cars and muscle cars. He shared photos of the subject property with the Board.

Staff Member Schrobilgen detailed the staff report noting that the requirements for vehicle sales include a 20,000 square foot minimum lot, whereas this lot is approximately 9,200 square feet. He noted that the applicant will need to work with the Iowa Department of Transportation to satisfy their requirements before vehicle sales could commence.

Chairperson McCoy asked if this request was similar to another recent vehicle sales variance and Staff Member Schrobilgen replied yes, there was recently a similar request for the property directly across the alley. He noted that there was no public input.

Board Member Ahlvin noted he was not concerned with the request because this location has parking, and the sidewalk would remain clear. Mr. Davis noted that customer parking would be in the front of the building, and vehicles for sale would be on the side and/or indoor.

There were no other concerns or questions from the Board.

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

ITEMS FROM PUBLIC: None

ITEMS FROM BOARD: None

ITEMS FROM STAFF: Staff Member Moon wished the Board a Happy Holidays and New Year and thanked them for their work and time over the past year.

ADJOURNMENT: Motion by McCoy, seconded by Ahlvin, to adjourn the December 19, 2024 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Kosel, Mauss, Stierman and McCoy; Nay – None

The meeting adjourned at 5:58 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

January 23, 2025

Adopted

**STATE OF IOWA
DUBUQUE COUNTY**

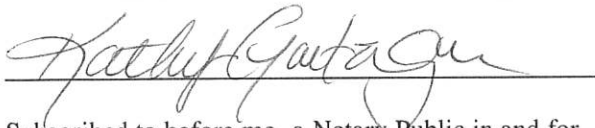
SS:

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:

01/15/2025

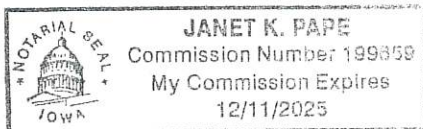
and for which the charge is 243.39



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

this 15th day of January, 2025


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 January 6, 2025 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. Wahlert Catholic High School 2024 Iowa Class 3A Football Champions was accepted by Assistant Principal and Football Coach Jamie Marshall and members of the football team on behalf of Wahlert Catholic High School.

2. Human Trafficking and Modern-Day Slavery Prevention Month (January 2025) was accepted by Mary Lechtenberg on behalf of the Tri-State Coalition Against Human Trafficking and Modern-Day Slavery.

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 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. Upon motion the documents were received and filed.

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. 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: Lois Kamp for vehicle damage; Amy Smith 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. 1-25 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. 2025 Federal Legislative Priorities: Upon motion the documents were received, filed, and approved.

6. Request to Change the Scope of Homeowner Assistance Programs Funded by Water Operating Budget: City Manager recommended 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. Upon motion the documents were received, filed, and approved.

7. Finance Department Request for Full-Time Budget/Financial Accounting Analyst Position: Upon motion the documents were received, filed, and approved.

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. Upon motion the documents were received and filed.

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. Upon motion the documents were received, filed, and approved.

10. Acceptance of Dedication of Property for Future Right of Way Purposes from Switch Homes of Dubuque, LLC The Farm Subdivision: Upon motion the documents were received and filed, and Resolution No. 2-25 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 was adopted.

11. Keymont Drive Pavement Rehabilitation Project - Acceptance of Public Improvement: PROJECT 5521000018: Upon motion the documents were received and filed, and Resolution No. 3-25 Accepting The Keymont Drive Pavement Rehabilitation Project And Authorizing Final Payment To The Contractor was adopted.

ITEMS SET FOR PUBLIC HEARING

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

1. Setting a Public Hearing for the Central Avenue and White Street Traffic Study Recommendation: Upon motion the documents were received and filed and Resolution No. 4-25 Setting Date Of Public Hearing On The Central Avenue And White Street Corridor Traffic Study Summary Report 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

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. 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.). Shimkus spoke in support of their application.

2. 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.)

3. 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. Baumhover spoke in support of their application.

PUBLIC HEARINGS

1. Resolution Approving a Proposed Development Agreement with Dubuque and Jackson County Habitat for Humanity: Motion by Roussell to receive and file the documents and adopt Resolution No. 5-25 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. Seconded by Wethal. In response to a question, Van Milligen cited Greater Dubuque Development Corporations (GDDC) housing study, which identified a shortage of 1,100 units in Dubuque. Following the study, the City Council implemented various incentives to promote housing development, which many recent developers have utilized. The City Council expressed enthusiasm for the progress of this project. Motion carried 7-0.

2. Approving a Purchase Agreement by and between the City of Dubuque and Theisens Warehouse, LLC providing for the Sale of City-owned Real Estate: Motion by Jones to receive and file the documents and adopt Resolution No. 6-25 Approving The Disposal Of An Interest In City Of Dubuque Real Estate By Sale To Theisens Warehouse, LLC Pursuant To A Purchase Agreement By And Between The City Of Dubuque And Theisens Warehouse, LLC. Seconded by Farber. Motion carried 7-0.

3. Proceedings for the Public Hearing on the Issuance of Not to Exceed \$24,250,000 General Obligation Bonds, Series 2025ABC: Motion by Farber to receive and file the documents and adopt Resolution No. 7-25 Taking additional action on proposals to enter into Loan Agreements and combining Loan Agreements. Seconded by Sprank. In response to a question, Chief Financial Officer Jennifer Larson outlined the next steps, noting that the bond sale is scheduled for March 3, with the results to be presented at the City Council meeting that evening. Larson stated that the bond sale is not anticipated to impact the city's bond rating. Larson also stated that, although the city typically issues debt annually, no debt was issued in 2024, with the issuance deferred to 2025. The City Council recommended including the city's debt reduction policy in future memorandums on bond sales. Van Milligen confirmed that this information will be incorporated when this bond sale is next presented to the City Council. Motion carried 7-0.

PUBLIC INPUT

Rick Dickinson, President and CEO of Greater Dubuque Development Corporation, thanked the City Council for supporting Public Hearings No. 2 and 3 and thanked Dubuque Bank and Trust (DB&T) for their cooperation with the City regarding Action Item No. 1.

ACTION ITEMS

1. DB&T Interest Earnings Press Release: Motion by Jones to receive and file the documents. Seconded by Resnick. City Council Members expressed gratitude to city staff and DB&T for collaborating to resolve the interest earnings discrepancy. This effort led to DB&T recently paying the City over \$2 million in interest earnings following a review of the banking services agreement between the City and DB&T from 2007 to the present. The City Council confirmed that the amount paid by DB&T is accurate and clarified that earlier figures cited by

others were incorrect due to unknown variables at the time. The City Council also highlighted steps to prevent a recurrence, including assigning a city staff member to monitor accounts and modifying the scope of the Investment Oversight Advisory Commission through Action Item No. 2. Motion carried 7-0.

2. Code of Ordinances Amendment Title 2 Chapter 3 Investment Oversight Advisory Commission: 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. City Council members commended the change, emphasizing its importance in enhancing oversight of the city's cash management practices. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 1-25 Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 3 Investment Oversight Advisory Commission. Seconded by Resnick. Motion carried 7-0.

3. Mayor and City Council Appointments to Boards and Committees: Motion by Roussell to receive and file the documents and refer to the City Council for discussion. Seconded by Sprank. No changes were made to any board or committee appointments. Motion carried 7-0.

4. HEART Partnership Video: Motion by Sprank to receive and file the documents and view the video. Seconded by Wethal. A video on the HEART Partnership was shown. It can also be viewed on the City of Dubuque YouTube channel at https://www.youtube.com/watch?v=h_HNnBKFdyY. Motion carried 7-0.

5. Lincoln Playground CDBG Project Ribbon-Cutting Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Jones. 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, was shown. The video can also be viewed on the City of Dubuque YouTube channel at <https://youtu.be/-t43rJIZIhc>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Jones reflected on the recent passing of Former President Jimmy Carter, Loras alum Greg Gumbel, Former Heritage Works President and CEO Duane Hagerty, Cynthia Louise Nelms Byrne, Morgan Frazer, George Holland, and Lloyd Gudenkauf. Jones reported on a recent Dubuque Main Street event, William Intrilligator being awarded the Telegraph Herald's 2024 First Citizen Award, and a recent Dubuque 365ink article about upcoming initiatives in Dubuque. Jones also mentioned the upcoming Special Olympics Iowa Winter Games and the posthumous induction of Paul Gorrell and John Powers to their hall of fame.

Council Member Sprank reported on upcoming neighborhood association meetings.

Council Member Wethal reported on visiting Island Social and the New Years Day hike at Mines of Spain.

Mayor Cavanagh reported on the Special Olympics Iowa Winter Games, the Dubuque Racing Associations (DRA) upcoming celebration of their 40th anniversary, and the upcoming state legislative session.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:51 p.m. to

discuss Purchase or Sale of Real Estate Chapter 21.5(1)(j)
Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for
the record that the attorney who will consult with the 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 8:09 p.m.
stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the
meeting adjourned at 8:09 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 1/15

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

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 02.03.25
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: January 27, 2025

Finance is submitting the following expenses to City Council for approval at the February 3, 2025, meeting. Payments on these expenses will be made February 5, 2025.

In addition, Finance is submitting expenses paid since January 22, 2025 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 02-05-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 160.00	Coats for John G & Jim H
1800TShirts	50.00	3 Year Stripes for Uniforms
1800TShirts	72.00	COP Shirts
1ST AYD CORP	193.22	SHOP ITEM# 51E Grey Oil & Water Sorbent Pads-Med W
3M	4,791.94	3M reflective sheeting (Signs)
A & G ELECTRIC COMPANY	4,246.37	Install new lighting removal of old Data Center
A & G ELECTRIC COMPANY	486.70	Fix Heater and Move Smoke Det Head
ACCURATE ANALYTICAL TESTING	104.00	876 Clarke LHH Accurate
ACCURATE ANALYTICAL TESTING	104.00	733 Alpine LHH Accurate
ADVANCE DESIGNS	75.00	Bomber Jacket II
AIRGAS USA LLC	4.03	LF Cylin Rental Acetylene, Argon, and Oxy 08/2023
AIRGAS USA LLC	3.90	LF Cylin Rental Acetylene, Argon, and Oxy 09/23
AIRGAS USA LLC	3,500.65	Liquid Oxygen - FY25
AIRGAS USA LLC	3,392.92	Liquid Oxygen - FY25
AIRGAS USA LLC	23.55	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,410.87	Liquid Oxygen - FY25
AIRGAS USA LLC	3,398.44	Liquid Oxygen - FY25
AIRGAS USA LLC	2,517.93	Liquid Oxygen - FY25
AIRGAS USA LLC	3,164.33	Liquid Oxygen - FY25
AIRGAS USA LLC	3,354.94	Liquid Oxygen - FY25
AIRGAS USA LLC	9.57	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,309.36	Liquid Oxygen - FY25
AIRGAS USA LLC	3,277.59	Liquid Oxygen - FY25
AIRGAS USA LLC	3,460.60	Liquid Oxygen - FY25
ALL STAR ENVIRONMENTAL LLC	511.00	980 Thomas Nuisance Clean Up
ALLIANCE FOR INNOVATION	3,980.00	Alliance for Innovation 2025 Annual Membership
ALLIANT ENERGY	29.42	Energy Costs for Various Locations
ALLIANT ENERGY	100.32	Energy Costs for Various Locations
ALLIANT ENERGY	837.23	Corp Hangar #105 electrical service
ALLIANT ENERGY	1,634.45	Energy Costs for Various Locations
ALLIANT ENERGY	106.96	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	225.80	Dmarc Bld electrical service
ALLIANT ENERGY	921.74	FY25: 1503 W. 3rd St - Cell Tower Electricity
ALLIANT ENERGY	175.22	Energy Costs for Various Locations
ALLIANT ENERGY	5,015.38	Electrical Service for building
ALLIANT ENERGY	62.46	Energy Costs for Various Locations
ALLIANT ENERGY	2,519.38	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	107.15	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	124.26	Energy Costs for Various Locations
ALLIANT ENERGY	34.58	FY25: 2543 White St - SCADA Flow Meter Electricity
ALLIANT ENERGY	2,589.42	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	12,475.93	WRRC Electrical Expense - FY25
ALLIANT ENERGY	15,661.62	WRRC Electrical Expense - FY25
ALLIANT ENERGY	46,972.17	Energy Costs for Various Locations
ALTORFER INC	867.50	TROUBLESHOOT LOW COOLANT TEMP ALARM Hawthorne St
ALYSSA N KLAUITTER	33.19	Gas for DesMoines Psychologist
AMERICAN LEGAL PUBLISHING CORP	243.71	supplement pages
AMERICAN RESPONSE VEHICLES INC	200.00	Service-Labor on Ambulance
AMERICAN SOCIETY OF COMPOSERS	892.87	MUSIC LICENSE RENEWAL FOR MFC
Approved Networks LLC	402.00	SFP+ 10gbaseT modules for Jail CentralSquare Serve
AT&T Mobility National Accounts, LLC	5,822.33	AT&T Monthly First Net Charges Dec-Jan
AT&T Mobility National Accounts, LLC	2,830.25	Cellular Service for Department Plus Equipment
AT&T Mobility National Accounts, LLC	279.45	Traffic: FirstNet Charges Nov 29-Dec 28
ATG, LLC	11,763.00	Nextivity -1000 Network booster install-Bld 75
ATW CORPORATION	454.18	MSC reader/station svc
AUSTIN T RODDY	124.87	UB 23853 1353 BLUFF
AUTOMOTIVE ENTERPRISES (AIH)	51.60	FY2025 Franchise Fees
AV FUEL	23,484.04	Aviation fuel for resale

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
AV FUEL	23,380.22	Aviation fuel for resale
BERNARD COMMUNICATIONS COMPANY	99.95	Public & Private Wireless Service
BILL MILLER LOGGING INC	90.00	MULCH FOR PARK AREAS
BILL MILLER LOGGING INC	846.00	MULCH FOR PARK AREAS
BILL MILLER LOGGING INC	180.00	MULCH FOR PARK AREAS
BILL MILLER LOGGING INC	2,175.00	MULCH FOR PARK AREAS
BILL MILLER LOGGING INC	435.00	MULCH FOR PARK AREAS
BILL MILLER LOGGING INC	435.00	MULCH FOR PARK AREAS
BLACK HILLS/IOWA GAS UTILITY CO	2,023.38	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	689.03	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	678.08	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	644.21	Locust Ramp Electricity FY25
Bolton and Menk Inc.	40,651.34	Central & White - Corridor Traffic Study
Bradley M Cavanagh	270.20	1/22/25 Mayor Mileage Reimbursement-Des Moines
BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
CARLISLE RYAN DIGITAL SERVICES	181.81	Award Banquet Programs 2025
CES COMPUTERS INC	4,115.00	Replacement computers for CM and ACM
CHAVENELLE STUDIO METALWORKS	96.00	Sheldon Award
CINTAS CORP	54.48	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	212.90	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	90.30	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	54.48	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	289.13	Mats, Cloths, shop towels JOTC FY25
CINTAS CORP	333.20	Various Maintenance - FY25
CINTAS CORP	212.90	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	194.11	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	208.14	Cintas Ramp Rugs FY25
CINTAS CORP	633.02	Rugs/Towels for the WRRC-FY25
CINTAS CORP	180.45	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	Janitorial Supplies- BHGC
CINTAS CORP	193.69	FY2025 BLANKET PO - UNIFORMS
CINTAS FIRST AID & SAFETY	60.94	FIRST AIDE CABINET RESTOCKED
CITY OF DAVENPORT	5,370.03	IA Metro Coalition-FY25 Assessment
City of Dubuque	500.00	2025 Recognition Event
CITY OF DUBUQUE - UB	1,241.84	COMMUNITY IMPACT SERVICE PROGRAM FRM 1/9/25-1/27/2
CLARKE UNIVERSITY	701.04	FY2025 Franchise Fees
CLARKE UNIVERSITY	2,453.06	FY2025 Franchise Fees
COMMUNICATIONS ENGINEERING CO	6,208.88	Network Switch 3rd Street Fiber-Milestone Intercon
COMMUNICATIONS ENGINEERING CO	11,511.41	Asbury Water Tower Building Networking
COMMUNICATIONS ENGINEERING CO	12,533.81	Penn Tank Pump Building Networking
COMMUNICATIONS ENGINEERING CO	8,525.60	Cables at new Data Center
COMMUNICATIONS ENGINEERING CO	1,644.06	Schmitt Island Networking
COMMUNICATIONS ENGINEERING CO	1,896.00	Network Switch 3rd Street Fiber-Milestone Intercon
COMMUNICATIONS ENGINEERING CO	11,436.09	Network Equioment for connecting Bunker Well Site
COMMUNICATIONS ENGINEERING CO	12,159.79	Network equipment for Mt. Caramel Site
COMMUNICATIONS ENGINEERING CO	8,513.42	Network equipment for Airport2 site.
COMMUNICATIONS ENGINEERING CO	10,063.37	ParkHill Network Equipment
COMMUNICATIONS ENGINEERING CO	5,873.55	Chavenelle Network Drops
COMMUNICATIONS ENGINEERING CO	8,478.24	Network equipment for Airport1 site.
COMMUNICATIONS ENGINEERING CO	925.00	SWITCH FOR GREENHOUSE/MAINT SHOP
COMMUNICATIONS ENGINEERING CO	215.00	CISCO HARDENED SWITCH FOR MCALEECE
COMMUNICATIONS ENGINEERING CO	14,284.89	Fiber Switches for Virtualization Project
COMMUNITY FOUNDATION OF GREATER DBQ	18,750.00	FY25 Contracted Svcs-Inc Dbq/CommF
COMMUNITY FOUNDATION OF GREATER DBQ	21,250.00	FY25 Contracted Svcs-Project HOPE/CommF
CONLON CONSTRUCTION CO	113,586.75	Iowa Amphitheater Schmitt Island Bid Pkg 2
CONNOLLY CONSTRUCTION	28,700.45	LEACHATE SEEP REPAIR PROJECT 2025-29
CONNOLLY CONSTRUCTION	1,510.55	LEACHATE SEEP REPAIR PROJECT 2025-29
CONSTELLATION NEW ENERGY GAS DIV	120.10	2401 Central Ave C&I NOV 2024 BHE Transp Chrg
ConvergeOne Inc	11,401.02	Move to Medline - Services - Milestone 1
CRAWFORD HEATING AND COOLING CO INC	1,526.22	Annual Domestic Backflow Inspection

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DAN ARENSDORF CONSTRUCTION	11,425.00	Snow Removal 12/18/24
DIETZ ENTERPRISES LLC	1,594.00	22 Collins HH Dietz
Digitech Computer LLC	11,662.72	Ambulance Billing Cash Receipts
DITTMER RECYCLING INC	25.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	25.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	50.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DIXON ELECTRICAL CONTRACTORS INC	242.50	Shop Equipment Maintenance
DreamSeats, LLC	4,300.49	ST5-Recliners, Kitchen table & Chairs
Drive Line & Company, Inc.	453.00	UNIT#540001 Rubber Defector Kit, 9.0'
DUBUQUE COMMUNITY SCHOOL DIST	2,370.58	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	974.19	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	4,934.80	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	970.23	FY2025 Franchise Fees
DUBUQUE COUNTY ABSTRACT & TITLE	150.00	ABSTRACT FEES
DUBUQUE COUNTY ABSTRACT & TITLE	175.00	ABSTRACT FEES
DUBUQUE COUNTY ABSTRACT & TITLE	150.00	ABSTRACT FEES
DUBUQUE COUNTY ABSTRACT & TITLE	135.00	abstract fees
DUBUQUE COUNTY ABSTRACT & TITLE	135.00	ABSTRACT FEES
DUBUQUE COUNTY ABSTRACT & TITLE	145.00	ABSTRACT FEES
DUBUQUE COUNTY ABSTRACT & TITLE	95.00	abstract fees
DUBUQUE COUNTY ABSTRACT & TITLE	175.00	ABSTRACT FEES
DUBUQUE COUNTY ABSTRACT & TITLE	150.00	ABSTRACT FEES
DUBUQUE COUNTY ABSTRACT & TITLE	125.00	abstract fees
DUBUQUE COUNTY FIRE ASSOCIATION	50.00	2024 & 2025 Membership Fees
DUBUQUE COUNTY FIRE ASSOCIATION	50.00	2024 & 2025 Membership Fees
DUBUQUE COUNTY RECORDER	79.00	December 2024 Recording Fees
DUBUQUE COUNTY SHERIFF	5,441.65	DDTF Dec2024 Shared Expenses
DUBUQUE COUNTY SHERIFF	22,227.19	December 2024 Monthly Expenses
DUBUQUE COUNTY SHERIFF	221.87	MediaCom Oct2024-Dec2024
DUBUQUE HOSE & HYDRAULICS	18.67	UNIT#3405 H08ST16GA Tube HYD Steel 16 GA 1/2
DUBUQUE HOSE & HYDRAULICS	95.71	UNIT#3404 WH28012-250R Eaton 3/4 Hose
DUBUQUE HOSE & HYDRAULICS	71.32	UNIT#3404 H12ST13GA Tube HYD Steel
DUBUQUE HOSE & HYDRAULICS	179.17	UNIT#3411 AGW09-16X16 Female JIC Hose X 16F
DUBUQUE HOSE & HYDRAULICS	84.71	Unit#3412 Engine Replacement Parts
DUBUQUE HOSE & HYDRAULICS	367.64	UNIT# 3413 Replacement Parts
DUBUQUE HOSE & HYDRAULICS	26.96	UNIT# 2694 Replacement Parts
DUBUQUE VISITING NURSE ASSOCIATION	1,502.85	VNA December LHH21 Billing
EASTERN IOWA EXCAV & CONCRETE LLC	333,025.18	Iowa Amphitheater Schmitt Island Bid Pkg 1
EASTERN IOWA EXCAV & CONCRETE LLC	14,554.00	JEFFERSON WALL REPLACEMENT PROJECT
Eco Logic	1,250.00	Keynote speaker at GSCC 2025-Rozina Kanchwala
EDWARDS CAST STONE COMPANY	1,551.37	FY2025 Franchise Fees
EDWARDS CAST STONE COMPANY	173.77	FY2025 Franchise Fees
ELLIS APPLIANCE & SERVICE INC	129.00	ST5-Labor to Repair Washer
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 10/11/24
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 12/27/24
EXPRESS EMPLOYMENT PROFESSIONALS	1,273.38	Charge for Temp Lab Tech - ending 1/12/25
EXPRESS EMPLOYMENT PROFESSIONALS	1,576.06	Charge for Temp Lab Tech - ending 1/19/25
FAST LANE MOTOR PARTS LLC	121.00	JOTC shop supplies
FAX A FORM INC	87.73	1098 forms
FEDEX	27.95	Fed X Shipping Fee-Water Bottle Sample - Lead
FEDEX	35.88	Fed X Shipping Fee-Water Bottle Sample - Lead
FOTH INFRASTRUCTURE & ENVIRO LLC	1,606.37	Install PV System Construction-AIP #77
FOTH INFRASTRUCTURE & ENVIRO LLC	4,015.08	Relocate Taxiway Alpha Construction Engineering
FOTH INFRASTRUCTURE & ENVIRO LLC	16,791.94	Reconstruct GA Apron Const Phase Engineering
FOTH INFRASTRUCTURE & ENVIRO LLC	1,407.90	Relocate Taxiway A Construction Phase 3
FOTH INFRASTRUCTURE & ENVIRO LLC	63,509.55	Relocate Taxiway A Construction Phase 4 Design
GEISLER BROTHERS COMPANY	110.00	Intermodal floor heat repairs
GEISLER BROTHERS COMPANY	1,956.00	WRRC maintenance - 01/06/25
GENE C ROKUSEK	85.00	Squad Car 11-00-29 Repair Cracks in Windshield
GERMAINE ELECTRIC	85.00	HDQ-Cords for ladder truck lost power
GIESE SHEET METAL CO INC	1,089.54	MSC Learning and Repairs

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
GIESE SHEET METAL CO INC	225.00	HDQ-Maintenance on Heater in Bay
GILLIG LLC	929.44	UNIT#2501 PANEL, ASM, RADIATOR DOOR
GILLIG LLC	341.52	STOCK 54-15729-044 BULB, 12 VOLT, 12 MB
GILLIG LLC	1,849.95	UNIT#2681 Radiator ASM , E Coated 83-00362-000
GILLIG LLC	2,377.96	UNIT#2681 Brake Kit, FH94RX175 or Newer
GILLIG LLC	21.60	STOCK ITEM Wellnut Insert #8
GILLIG LLC	803.50	UNIT#2501 Sensor ASM, DEF Tank, NON TRANSIT
GOODYEAR TIRE & RUBBER	347.02	Goodyear Tires Damaged
GRAYMONT WESTERN LIME INC	5,238.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,234.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,298.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,184.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GS SYSTEMS INC	13,516.00	Update SCADA Software
HANLEY AUTO BODY INC	3,963.00	UNIT#530002 Prep-Mask, Prep and Paint cab and roof
HANLEY AUTO BODY INC	3,963.00	UNIT#530003 Prep Mask and Paint Vehicle
HAUSERS WATER SYSTEMS INC	141.00	9" Mixed Bed Exch Tank - 01/22/25
HAWKINS INC	7,312.67	Sodium Hydroxide -(Calcium Carbonate)
HDR ENGINEERING INC	9,933.26	E/W Corridor Capacity Improv-University Overlap
HDR ENGINEERING INC	3,160.75	E/W Corridor Capacity Improv-University Overlap
Heartland Business Systems, LLC	938.38	Xima Care Support Contract
HENDERSON PRODUCTS INC	2,778.84	STOCK ITEM# 117981 Cylinder, Air, Hi Lift, MB2
HENDERSON PRODUCTS INC	4,448.84	UNIT#3208P Hitch Assembly Replacement
HENRY SCHEIN INC	1,408.42	Various Medical Supplies
HERBST UPHOLSTERY	475.00	NEW FOAM SEAT COVER #4422
HILLS & DALES CHILD DEVELOPMENT	474.59	FY2025 Franchise Fees
HODGE COMPANY	23,620.00	SKYJACK SCISSOR LIFT
HOLIDAY INN	2,092.16	733 Alpine LHH Holiday Inn Relocation
HOLY FAMILY CATHOLIC SCHOOLS	1,872.20	FY2025 Franchise Fees
ICLEI	1,200.00	Membership ICLEI-Local Gov for Sustainability
IIMC	135.00	IIMC MEMBERSHIP - PERMIT CLERK
IMWCA	16,787.61	TPA 411 Payments December 2024
IOWA ASSOCIATION BUILDING OFFICIALS	450.00	Registration fee for IABO Training & Annual Event
IOWA DEPT OF INSPECTIONS & APPEALS	95.00	Boiler Inspection - 12/05/24
IOWA GOLF ASSOCIATION	750.00	HANDICAPS- MEMBERSHIP FEES
Iowa Legal Aid	5,000.00	FY2025 Agreement
IOWA NAHRO	1,875.00	Registration for Iowa NAHRO 2025 Annual Conference
Iowa Sex Crimes Investigator's Association	175.00	Iowa Sex Crimes Investigator Course Registration
iProjectSolutions LLC	22,958.15	(2) FM IPlan Table Workstations: FM-EL T554k
J & R SUPPLY COMPANY	1,990.00	N. Grandview Estate Basin Overflow Grates
J & R SUPPLY COMPANY	(1,106.00)	Storm Sewer- 24x20 N12 Dual Wall WT/ 18x14 HW Pipe
J & R SUPPLY COMPANY	4,250.00	HYDRANT COLLISION REPAIR KITS
J & R SUPPLY COMPANY	2,495.00	TAPPING SADDLE FOR TAP ON UNION @ MARINA
J & R SUPPLY COMPANY	85.00	2 Manhole Hooks
J & R SUPPLY COMPANY	1,140.00	SUPPLIES FOR MAIN BREAK REPAIRS
J&R RENTAL LLC	43.98	SAW SUPPLIES
J&R RENTAL LLC	913.98	SAFETY CONES FOR TREE CREW
JAMES J GRAVES	15.00	Jule Bus decals 2504
JAMES J GRAVES	250.00	STOCK Fleet Decals All American City (2) Sizes
Jared Michael Charland	152.72	MILEAGE REIMBURSEMENT-CHARLAND
Jared Ostwinkle	61.49	Gas from Academy for new officers
JEFFREY W ZASADA	80.00	Reimbursement for Per Diem for IABO Conference
Jeremy S Hoffman	1,250.00	Keynote speaker at GSCC 2025-Jeremy Hoffmann
JESSICA M GEORGE-RETHWISCH	385.52	Jessica George Mileage
JUSTINE HULL	207.00	Travel Reimb - ITE Leadership Session 1-Wash D.C.
Kara Maxwell	240.00	Reimbursement for ICC Property Maint/Inspector Exa
KILBURG EQUIPMENT LLC	2,750.52	UNIT# 3412 & 3413 Parts Purchased
KILBURG EQUIPMENT LLC	1,879.25	Unit#3685 PNJ01500-127 Joystick
KILBURG EQUIPMENT LLC	422.58	STOCK 165521 Strap
KILBURG EQUIPMENT LLC	5,943.79	UNIT#3407 Bayne Thinline Tipper
KLUESNER CONSTRUCTION INC	600.00	Wood Chips for DMASWA
KLUESNER CONSTRUCTION INC	200.00	Wood Chips for DMASWA

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Kluesner Sanitation LLC	60.00	Scrap steel from DMSWA to Alter 01/17/25
KRUSER SEPTIC SERVICE INC	3,495.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	1,402.50	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	1,860.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	2,500.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	475.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	2,267.50	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	210.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	322.50	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
LANGE SIGN GROUP	106.25	electronic message center/sign repair
Leadership Dots, LLC	1,600.00	q
LESLEIN TRUCKING	21,295.35	FY2025 BLANKET PO - SLUDGE HAULING SERVICES
LIFE INSURANCE OF NORTH AMERICA	1,000.00	2024 BTA Renewal
LINK HYDRAULIC & SUPPLY	448.27	STOCK - Rebuilt Cylinder from Garage Inventory
LINK HYDRAULIC & SUPPLY	4.73	Garage Stores Finance Charge (Overdue Invoice)
LINK HYDRAULIC & SUPPLY	563.38	UNIT#3241 Cylinder Reseal Labor
LINK HYDRAULIC & SUPPLY	198.72	Unit# 3471 16 Clear LED Squares
Lotus Engineering and Sustainability	365.00	Greenhouse gas inventory work
MACQUEEN EQUIPMENT GROUP	561.78	Globe Shadow Pull One Fire Boot
MARTIN EQUIPMENT OF IL INC	2,500.00	UNIT#3452 Install New Brush Kit
MARTIN EQUIPMENT OF IL INC	50.41	UNIT#3279 AT443669 325G Antenna
MARTIN EQUIPMENT OF IL INC	1,220.09	UNIT#3244 Fender Replacement
MARTIN EQUIPMENT OF IL INC	102.53	UNIT#3279 Parts for Repair
MARTIN EQUIPMENT OF IL INC	114.92	UNIT# 3480 Support Bracket
MARTIN EQUIPMENT OF IL INC	148.86	UNIT#3453 Repair Engine Hose and Components
Maxwell Robert Bray O'Brien	170.63	Travel Reimb - APWA Fall Conf-IA Chapter
MEDICAL ASSOCIATES CLINIC PC	1,450.00	REIMBURSEMENT FOR DUPLICATE PAYMENT
MERCY MEDICAL CENTER	615.00	EMS Pharmacy Fees
MERGENT INC	204.00	2024 Harris IA Manuf. Directory
MICHAEL C VAN MILLIGEN	5.40	1/24 Business luncheon with ECIA Chandra Ravada
MICHAEL J SIEVERS	80.00	Reimbursement for Per Diem - West Des Moines
MICS CONSTRUCTION	3,850.00	733 Alpine LHH Mics CO
MIKE FINNIN FORD LLC	977.96	UNIT#3252 Replacement Parts:
MIRACLE CAR WASH CORP	139.40	FY25 Miracle Car Wash Corp
MI-T-M EQUIPMENT SALES & SERVICE	742.54	Unit 3307 REPAIRS FOR WSHBAY POWER WASHER
MODERN PIPING INC	18,784.83	Contractor Svcs for Emergency response
MODERN PIPING INC	8,860.00	POD Sevice Call
MOLO OIL COMPANY	19,250.16	FUEL FOR CITY VEHICLES 12/20/24-01/19/25
MOLO OIL COMPANY	432.10	FUEL FOR CITY VEHICLES 12/20/24-01/19/25
MOLO PETROLEUM LLC	301.45	Landfill fluids- Mobil SHC 629-5gal
MORRISON BROTHERS CO	581.25	5 pcs. 12" 20.7# channel cut 42"
MORRISON BROTHERS CO	132.94	UNIT# 3451 Custom Metal Fabrication for Repairs
MSA PROFESSIONAL SERVICES INC	195.00	PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION
MULGREW OIL COMPANY	19,558.54	MSC #2 PRM CLR WNTR DSL ULS15PPM
MULGREW OIL COMPANY	1,930.03	# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	827.16	#1 DYED DIESEL ULS15PPM
MULGREW OIL COMPANY	620.37	# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	455.22	#1 DYED DIESEL ULS15PPM
MULGREW OIL COMPANY	929.16	LF- #1 DYED DIESEL ULS15PPM
NAN MCKAY & ASSOCIATES, INC	419.00	PIH Alert Subscription
NAN MCKAY & ASSOCIATES, INC	239.00	Model Administrative Plan Digital Revision Service
NEAL REPAIR LLC	350.00	UNIT#3453 Install Blade Bearings, Adjust Shims,
NEAL REPAIR LLC	300.00	UNIT #3453 and #3455 Check Air Con, Alternator
NEAL REPAIR LLC	1,300.00	UNIT#3453 Install New Undercarriage
NEAL REPAIR LLC	200.00	UNIT#3471 Repair Wire Harness
NEAL REPAIR LLC	425.00	UNIT#3471 Repair Coolant Leak, Weld Latch
NEAL REPAIR LLC	1,200.00	UNIT#3455 Sprockets and Hardware
NEAL REPAIR LLC	100.00	UNIT#3455 Install new joystick Travel and Labor
NOVELTY IRON LANDLORD LLC	98,356.91	TIF Fall Nov 2024/FY25
O'CONNOR & ENGLISH INSURANCE AGENCY	55,046.08	2025 Cyber Insurance
O'REILLY AUTOMOTIVE INC	538.14	Unit#130010 Red34 Battery

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
O'REILLY AUTOMOTIVE INC	(557.94)	unit 4908 semi-met pads and rotors
O'REILLY AUTOMOTIVE INC	510.18	Unit#2691 8D3ST Battery
O'REILLY AUTOMOTIVE INC	255.09	Unit#2683 8D3ST Battery
O'REILLY AUTOMOTIVE INC	11.79	SHOP Item#14-101 Bead Sealer
O'REILLY AUTOMOTIVE INC	185.18	UNIT#2114 90EXT Battery
O'REILLY AUTOMOTIVE INC	111.74	UNIT#2705 OEX784 Brake Pads
O'REILLY AUTOMOTIVE INC	(22.00)	58ECO Battery & Core
O'REILLY AUTOMOTIVE INC	234.94	UNIT#3858 Ceramic Brake Pads
O'REILLY AUTOMOTIVE INC	78.98	Unit#2903 Bracketed Calipers (Brakes)
O'REILLY AUTOMOTIVE INC	39.08	Unit #2616 Vehicle Engine Belts
O'REILLY AUTOMOTIVE INC	35.98	Unit#4442 1 Gallon Anti-Freeze
O'REILLY AUTOMOTIVE INC	23.91	UNIT# 4103 Engine Belt Replacement
O'REILLY AUTOMOTIVE INC	19.40	STOCK - Copper Plugs for Inventory
O'REILLY AUTOMOTIVE INC	42.96	UNIT# 1783 Replacement Parts
ORIGIN DESIGN CO	3,394.25	ReBidding BBranch Pumping Station Project
ORIGIN DESIGN CO	2,616.00	ReBidding BBranch Pumping Station Project
ORIGIN DESIGN CO	5,158.00	ReBidding BBranch Pumping Station Project
ORIGIN DESIGN CO	925.75	ReBidding BBranch Pumping Station Project
ORIGIN DESIGN CO	9,276.00	ReBidding BBranch Pumping Station Project
ORIGIN DESIGN CO	9,652.17	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORKIN LLC	145.00	FY25 PEST CONTROL JOTC
ORKIN LLC	85.00	FY25 PEST CONTROL INTERMODAL
O'TOOLE OFFICE SUPPLY COMPANY	164.50	PARTS AND LABOR FOR MAIL FOLDING MACHINE
OVERHEAD DOOR COMPANY	50.00	HDQ-Overhead Door Transmitter
OVERHEAD DOOR COMPANY	224.50	JOTC - replace operator release cord
OVERHEAD DOOR COMPANY	626.00	HDQ-Overhead Door Maintenance at Headquarters
PARKSON CORPORATION	7,815.10	Parts for Drum Thickener Repair/Replacement
PASSPORT LABS INC	1,406.75	Passport Parking Meter App FY25
PETDATA	3,324.01	Pet Data Fees 2025
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
PIGOTT INC.	1,101.26	Mirra Chair & Installation - Nikki Rosemeyer
PITNEY BOWES GLOBAL FINANCIAL	824.94	Lease for Postage Meter 2024-12-06 to 2024-03-05
PLANET TECHNOLOGIES INC	49.32	Power BI Pro GCC Annual licenses
PLANET TECHNOLOGIES INC	2,376.00	CoPilot Licensing for the Implementation and IT
Plants Etc Inc	587.50	FRANK LLOYD PLANTER FOR EPP
Randy Rosa	34.00	REIMBURSEMENT FOR IOWA ACE CONFERENCE
RILCO, Inc	525.00	Fleet DEF-BULK
RIVER CITY STONE	579.96	River City Stone 2024 closeout blanket LF
RIVER CITY STONE	2,278.98	River City Stone 2024 closeout blanket LF
RIVER CITY STONE	179.96	River City Stone 2024 closeout blanket LF
RIVER CITY STONE	2,352.07	River City Stone 2024 closeout blanket
RIVER CITY STONE	3,341.59	River City Stone 2024 closeout blanket
RIVER CITY STONE	1,281.59	River City Stone 2024 closeout blanket
RIVER CITY STONE	103.82	River City Stone 2024 closeout blanket
RIVER CITY STONE	222.09	River City Stone 2024 closeout blanket
RIVER CITY STONE	1,121.72	River City Stone 2024 closeout blanket
RIVER CITY STONE	457.05	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RIVER CITY STONE	990.22	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
ROBERT G WRIGHT JR	650.00	876 Clarke LHH Wright CO
ROEDER OUTDOOR POWER EQUIPMENT	1,018.60	Unit#47509858 Cable Elect
ROEDER OUTDOOR POWER EQUIPMENT	776.00	Unit#4002 ZAEVOM719WP Monitor
ROEDER OUTDOOR POWER EQUIPMENT	538.60	STOCK 47509858 Cable Elect
ROEDER OUTDOOR POWER EQUIPMENT	1,321.60	UNIT#4002 ZAEVOSHDL2BHD Monitor
RUSSELL N KIEFFER	193.76	Travel Reimb - APWA Fall Conf-IA Chapter
RUSSELL N KIEFFER	105.46	Travel Reimb - Iowa Section ASCE - Cedar Rapids
SADLER POWER TRAIN INC	47.20	STOCK 405BZ Pair Galvanized Anti-Sail Bracket
SADLER POWER TRAIN INC	59.92	UNIT# 1921 Replace 7/8 U-Bolt Assembly
SADLER POWER TRAIN INC	108.64	STOCK - Purchase Truck Lamps (Tail Lights)
SAUNDERS OIL CO INC	19,596.49	MSC fuel island 87E-NL w/10% Ethanol
SECRETARY OF STATE	30.00	FY25 Notary Renewals/New
SECRETARY OF STATE	30.00	FY25 Notary Renewals/New

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
SECRETARY OF STATE	30.00	FY25 Notary Renewals/New
SECRETARY OF STATE	30.00	FY25 Notary Renewals/New
SPX CORPORATION	143.25	Genfare Mobile Ticketing
SPX CORPORATION	153.97	Genfare Mobile Ticketing
State of Iowa Dept of Inspections and Appeals	80.00	1 year certification fee
State of Iowa Dept of Inspections and Appeals	175.00	Elevator Permit #12780 (#1) - Fed Bldg
State of Iowa Dept of Inspections and Appeals	225.00	Elevator Permit #12779 (#2-Freight) - Fed Bldg
State of Iowa Dept of Inspections and Appeals	225.00	Elevator Permit #12778 (#3) - Fed Bldg
STONE HOLLOW	200.00	Boarding K9 Axel
STRAND ASSOCIATES INC	2,800.00	WTP & Water Dist.Sys SCADA Upgrade
STRAND ASSOCIATES INC	3,962.27	WRRRC Assistance - Post 12/4/24 Event
STRAND ASSOCIATES INC	3,469.52	Development of a SWPPP for the WRRRC
STRAND ASSOCIATES INC	5,728.42	WRRRC SCADA Assistance-Tsk 24-06, 1154-053
STRAND ASSOCIATES INC	23,950.00	Terminal St Pumping Station - 1154.105
STRAND ASSOCIATES INC	5,280.00	Terminal St Pumping Station - 1154.105
TANDEM TIRE & AUTO SERVICE	1,272.44	Tires for Truck #3907
TEAM BUILDING BLOCKS LLC	300.00	AmeriCorps Four Mounds Training Deposit
TENNANT SALES & SERVICE CO	444.30	UNIT#1783 Vehicle Replacement Parts
TENNANT SALES & SERVICE CO	311.30	UNIT# 1783 Squeegee Blade Replacements
THE FISCHER COMPANIES	120.00	FY25 Parking Murphy Link Althoff
THE FISCHER COMPANIES	40.00	Parking Spot for Animal Control Officer
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE LOCKSMITH EXPRESS	18.00	KEYS FOR ROOSEVELT WATER TOWER
THEISENS INC	9.99	GLOVES FOR STAFF
THEISENS INC	53.99	Tranist Uniform shoes
THOMPSON TIRE & RETREAD	615.74	UNIT#3222 Replace Bad Wheel
THOMPSON TIRE & RETREAD	826.00	UNIT#4929 Replace Steering Tires
THOMPSON TIRE & RETREAD	437.40	UNIT#4915 Wheel Replacement -
THOMPSON TIRE & RETREAD	1,031.48	UNIT# 4001 Tire Replacement (4)
THOMPSON TIRE & RETREAD	143.00	UNIT#3402 Tire Repair
THOMPSON TIRE & RETREAD	76.00	UNIT#3405 Med Truck Tire Repair (2)
THOMPSON TRUCK & TRAILER INC	13.04	STOCK ITEM# 3103015 Seal, Grommet
THOMPSON TRUCK & TRAILER INC	16.53	UNIT#3401 BOLT M10X1.5x25MM HEX F
THOMPSON TRUCK & TRAILER INC	557.42	UNIT#3405 2888173NX Injector, Doser
THOMPSON TRUCK & TRAILER INC	55.04	UNIT#3401 Switch Out Headlight
THOMPSON TRUCK & TRAILER INC	219.27	UNIT#3405 ITEM#3900706C1 Gasket Exh Pipe Flange
THOMPSON TRUCK & TRAILER INC	52.13	Unit #3405 Hose Air Compressor
THOMPSON TRUCK & TRAILER INC	106.51	UNIT# 2682 Replace Temperature Sensor
THOMPSON TRUCK & TRAILER INC	(652.17)	unit 3408 remanufactured steeri
THREE RIVERS FS INC	1,784.86	LF BIO #2 DYED
THREE RIVERS FS INC	809.01	LF #1 Dieselelex Dyed
THREE RIVERS FS INC	345.44	LF- Diesel exhaust fluid bulk 01/17/25
THREE RIVERS FS INC	65.48	LF LP Gas 33 # Cylinder
TIMOTHY J WITTSTOCK	96.00	Police Supplies
TOTAL MAINTENANCE INC	3,098.44	Replace burner ring, fire bricks in boiler
TREASURER STATE OF IOWA ILEA	20.00	MMPI -Braden Wink
TURPIN DODGE OF DUBUQUE LLC	701.75	UNIT#1914 68227486AB Sensor Nihold
TURPIN DODGE OF DUBUQUE LLC	437.25	UNIT# 2702 Frame - Frohold
TURPIN DODGE OF DUBUQUE LLC	33.15	UNIT#4909 Troubleshoot Parts Installation
UNION HOERMANN PRESS	2,936.25	January/February 2025 City News
UNION HOERMANN PRESS	629.00	Housing Flyer
UNIVERSITY OF DUBUQUE	150.00	2025 Spring Career Connections Fair
VAN METER INDUSTRIAL INC	1,644.16	MOTOR CONTROL VARIABLE FREQUENCY DRIVE
VAN METER INDUSTRIAL INC	2,016.52	ELECTRICAL AND FIBER PARTS TO COMPLETE CONNECTIONS
VAN METER INDUSTRIAL INC	75.68	ELECTRICAL AND FIBER PARTS TO COMPLETE CONNECTIONS
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data
Viterra USA Grain, LLC	925.48	FY2025 Unloading Salt Barges
Viterra USA Grain, LLC	1,727.32	FY2025 Unloading Salt Barges
WATER SOLUTIONS UNLIMITED INC	12,644.00	FY2025 BLANKET PO - PHOSPHATE FOR WATER TREATMENT
WELTER STORAGE EQUIPMENT CO INC	23,780.00	new furniture for IT new office space - Chavenelle
WELU PRINTING COMPANY	986.57	#10 Black Finance Security Envelopes

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
WELU PRINTING COMPANY	373.00	6000 TOTAL #10 ENVELOPES
WESTPHAL & COMPANY, INC	17,340.00	Equipment and labor for fiber termination at old-m
WESTPHAL & COMPANY, INC	410.00	Data Center Access System
WESTPHAL & COMPANY, INC	597.50	Data Center Access System
WESTPHAL & COMPANY, INC	8,710.00	Data Center Access System
WESTPHAL & COMPANY, INC	2,700.00	Data Center Access System
WESTPHAL REPORTING LLC	773.35	transcript from appeal hearing
WILLENBORG PLUMBING	484.31	HDQ-Maintenance on urinal and drain
	<u>\$ 1,793,569.11</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
516283	1/29/2025	ADVANCE DESIGNS	\$ 5,056.75	Reflective L/S Shirts (lime)
516283	1/29/2025	ADVANCE DESIGNS	195.00	Bomber Jackets
1012612	1/29/2025	AIRGAS USA LLC	14.88	Landfill Cylinder Rental DEC 2024
516323	1/29/2025	Allegiant Oil	256.65	Citrol 5 Gal Pail
1012633	1/29/2025	Allen Media Broadcasting Evansville, Inc.	243.36	Denver Air Conn Marketing - New service ORD-DBQ
516284	1/29/2025	ALLIANT ENERGY	668.92	Energy Costs for Various Locations
516284	1/29/2025	ALLIANT ENERGY	69.45	Energy Costs for Various Locations
516285	1/29/2025	ALLIANT ENERGY	26.77	Energy Costs for Various Locations
516284	1/29/2025	ALLIANT ENERGY	114.39	Energy Costs for Various Locations
516284	1/29/2025	ALLIANT ENERGY	14,236.75	Energy Costs for Various Locations
516284	1/29/2025	ALLIANT ENERGY	831.01	Energy Costs for Various Locations
516285	1/29/2025	ALLIANT ENERGY	34.45	Energy Costs for Various Locations
516285	1/29/2025	ALLIANT ENERGY	28.91	Energy Costs for Various Locations
516284	1/29/2025	ALLIANT ENERGY	591.52	Energy Costs for Various Locations
516284	1/29/2025	ALLIANT ENERGY	136.89	Energy Costs for Various Locations
516285	1/29/2025	ALLIANT ENERGY	34.65	ELECTRIC BILLS FOR FY25
516284	1/29/2025	ALLIANT ENERGY	2,699.30	ELECTRIC BILLS FOR FY25
516284	1/29/2025	ALLIANT ENERGY	134.78	FY25: 411 E. 15th St - Blum Site Electricity
516284	1/29/2025	ALLIANT ENERGY	728.95	FY25: 535 E. 16th St - Pump Station Electricity
516284	1/29/2025	ALLIANT ENERGY	161.99	Energy Costs for Various Locations
516284	1/29/2025	ALLIANT ENERGY	315.95	Energy Costs for Various Locations
516284	1/29/2025	ALLIANT ENERGY	156.26	Energy Costs for Various Locations
516284	1/29/2025	ALLIANT ENERGY	183.26	Energy Costs for Various Locations
516284	1/29/2025	ALLIANT ENERGY	1,172.59	FBO Jet Center Bld lower level
516284	1/29/2025	ALLIANT ENERGY	55.02	A Lites, T-Hangars 11 - 16 electrical service
516285	1/29/2025	ALLIANT ENERGY	34.83	T-hangar #36 electrical
516284	1/29/2025	ALLIANT ENERGY	586.82	Quonset Hangar Electrical
516284	1/29/2025	ALLIANT ENERGY	145.49	H lites, T-Hangars 61 - 68 electrical service
516285	1/29/2025	ALLIANT ENERGY	40.14	C Lites, T-Hangars 31 - 38 electrical service
516284	1/29/2025	ALLIANT ENERGY	364.64	Flight Ops Bld electrical service
516284	1/29/2025	ALLIANT ENERGY	226.31	Admin, Jet Center Bld electrical service
516285	1/29/2025	ALLIANT ENERGY	14.70	Self Fueler electrical service
516284	1/29/2025	ALLIANT ENERGY	75.77	Parking Lots 1 & 2 Lites electrical service
516284	1/29/2025	ALLIANT ENERGY	112.85	Parking Lot Lites electrical service
516284	1/29/2025	ALLIANT ENERGY	178.81	SRE Bld electrical service
516285	1/29/2025	ALLIANT ENERGY	46.27	B Lites, T-Hangars 21 - 28 electrical service
516284	1/29/2025	ALLIANT ENERGY	1,802.80	ARFF Bld electrical service
516284	1/29/2025	ALLIANT ENERGY	216.45	Corp Hangar #88 electrical service
516285	1/29/2025	ALLIANT ENERGY	28.51	Old County Garage electrical service
1012576	1/29/2025	ALTORFER INC	212.76	Replace cracked Fuel Supply Line
516306	1/29/2025	ATHENS TECHNICAL SPECIALISTS INC	1,680.14	Conflict Monitor- Calibration Service
1012578	1/29/2025	AV FUEL	23,404.93	Aviation fuel for resale
1012578	1/29/2025	AV FUEL	35.00	Avfuel hub online POS
1012579	1/29/2025	BAKER & TAYLOR CO BOOKS	150.30	Continuations and Serials 7/1/24 to 6/30/25
1012570	1/22/2025	BARD MATERIALS CENTRAL	426.74	BARD Materials finance charge payment
1012570	1/22/2025	BARD MATERIALS CENTRAL	1,213.40	Various Concrete Products
1012570	1/22/2025	BARD MATERIALS CENTRAL	476.50	Various Concrete Products
1012570	1/22/2025	BARD MATERIALS CENTRAL	1,520.10	Various Concrete Products
1012570	1/22/2025	BARD MATERIALS CENTRAL	663.25	Various Concrete Products
1012570	1/22/2025	BARD MATERIALS CENTRAL	1,013.40	Various Concrete Products
1012570	1/22/2025	BARD MATERIALS CENTRAL	437.80	Various Concrete Products
1012570	1/22/2025	BARD MATERIALS CENTRAL	476.50	Various Concrete Products
1012570	1/22/2025	BARD MATERIALS CENTRAL	569.38	Various Concrete Products
1012570	1/22/2025	BARD MATERIALS CENTRAL	1,165.50	Various Concrete Products
1012570	1/22/2025	BARD MATERIALS CENTRAL	618.70	Various Concrete Products
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	832.41	NATURAL GAS FOR FY25
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	403.10	NATURAL GAS FOR FY25
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	240.14	NATURAL GAS FOR FY25
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	209.61	NATURAL GAS FOR FY25
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	39.60	NATURAL GAS FOR FY25
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	294.22	FY25: 1101 Central Ave - Colts Building Natural Ga
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	147.52	FY25: 1157 Central Ave - MFC Building Natural Gas
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	35.95	FY25: 1805 Central Ave Suite 2 - Natural Gas
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	170.21	FY2025 BLANKET PO - GAS COSTS
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	39.40	FY2025 BLANKET PO - GAS COSTS
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	166.32	FY2025 BLANKET PO - GAS COSTS
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	176.44	FY2025 BLANKET PO - GAS COSTS
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	105.09	FY25 Gas Service for 300 Main, Suite 330
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	324.39	Flight Ops Bld natural gas service
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	840.13	Hangar 105 natural gas service
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	277.66	Corp Hangar #88 natural gas service
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	699.72	SRE Bld natural gas service
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	778.37	ARFF/Maint Bld natural gas service
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	199.03	FBO Office natural gas service
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	573.82	Terminal building natural gas service
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	131.28	Admin, Jet Center Bld natural gas service
1012577	1/29/2025	BLACK HILLS/IOWA GAS UTILITY CO	877.27	FBO Hangar natural gas service
1012580	1/29/2025	BLACKSTONE AUDIO BOOKS	43.44	Adult CD Audio Books 7/1/24 to 6/30/25
1012580	1/29/2025	BLACKSTONE AUDIO BOOKS	116.74	Adult CD Audio Books 7/1/24 to 6/30/25
516287	1/29/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
516287	1/29/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
1012574	1/22/2025	CAPITAL SANITARY	95.94	Janitorial Supplies
1012574	1/22/2025	CAPITAL SANITARY	22.12	ST4-Toilet Brushes
516288	1/29/2025	CAROLINA SOFTWARE INC	450.00	WasteWORKS support for quarter ending 03/31/25
1012586	1/29/2025	CENGAGE LEARNING INC	590.20	Adult large print books - materials
250700022	1/28/2025	CENTURY LINK	0.20	FY25 CL PHONE CHARGES
1012614	1/29/2025	CHAMBER DEVELOPMENT LLC	2,223.58	FY25 Rent for 300 Main, Suite 330
1012581	1/29/2025	CHEMSEARCH	421.45	LF FIRE UP 12x16 NAC CL and YIELD AEROSOL DZ NAC F
1012582	1/29/2025	CINTAS CORP	247.98	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	395.86	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	17.22	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	17.22	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	52.24	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	17.22	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	52.24	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	52.24	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	730.54	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	507.96	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	730.54	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	730.54	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	816.22	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	730.54	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	730.54	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	395.86	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	52.24	Various Maintenance - FY25
1012582	1/29/2025	CINTAS CORP	19.45	Various Maintenance - FY25
516289	1/29/2025	CINTAS FIRST AID & SAFETY	192.80	FY2025 First Aid Supplies
1012554	1/22/2025	CLAREY'S SAFETY EQUIPMENT INC	276.30	Sewer- Cal Gas, 10 HS, 50 CO, 2 M, 18 O2
1012554	1/22/2025	CLAREY'S SAFETY EQUIPMENT INC	652.63	Rae Sensor, Oxygen
1012634	1/29/2025	CLAREY'S SAFETY EQUIPMENT INC	755.27	Rae Toxi Rae Pro HCN for HazMat
1012634	1/29/2025	CLAREY'S SAFETY EQUIPMENT INC	306.63	Rae Sensor Module LEL
1012555	1/22/2025	COMIELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units
1012611	1/29/2025	CONSTELLATION NEW ENERGY GAS DIV	2,291.76	Utility gas for library
1012611	1/29/2025	CONSTELLATION NEW ENERGY GAS DIV	642.29	Dubuque City Garage C&I Service for NOV 2024
1012556	1/22/2025	CONTINENTAL RESEARCH CORP	332.10	Surge Lift Station Grease Treatment
1012635	1/29/2025	CRESCENT ELECTRIC	182.66	Street Light Components
1012557	1/22/2025	CRESCENT ELECTRIC	349.30	Flight Ops Bld electrical supplies
1012635	1/29/2025	CRESCENT ELECTRIC	41.16	DMX DRIVER FOR LIGHT FIXTURES
516286	1/29/2025	DAN ARENSDORF CONSTRUCTION	2,337.50	Snow Removal at Port of Dubuque Lots 12/18/24
516317	1/29/2025	DIETZ ENTERPRISES LLC	4,476.00	960 Boyer HH Dietz 3
516318	1/29/2025	Drive Line & Company, Inc.	7,377.27	units 3252/3241 salt spreader installs
516318	1/29/2025	Drive Line & Company, Inc.	22,833.70	Snow & Ice Control Salt Boxes
1012558	1/22/2025	DUBUQUE FIRE EQUIPMENT INC	980.00	LF- Service Suppression System
1012636	1/29/2025	DUBUQUE FIRE EQUIPMENT INC	305.40	Annual Terminal fire suppression system service
1012583	1/29/2025	DUBUQUE HOSE & HYDRAULICS	4.21	unit 3405 tipper cart repair
1012583	1/29/2025	DUBUQUE HOSE & HYDRAULICS	45.00	LF Gloves Cut 2 Nitrile Gloves XL
1012583	1/29/2025	DUBUQUE HOSE & HYDRAULICS	289.65	Supplies for airfield brining system
1012583	1/29/2025	DUBUQUE HOSE & HYDRAULICS	71.60	Hammer drill part
1012572	1/22/2025	DUBUQUELAND DOOR COMPANY	126.03	Maintenance Doors Serviced (Door 15)
1012572	1/22/2025	DUBUQUELAND DOOR COMPANY	7,700.00	New Overhead Door at Station 6 (Rhombberg)
1012572	1/22/2025	DUBUQUELAND DOOR COMPANY	221.03	Maintenance Doors Serviced
1012572	1/22/2025	DUBUQUELAND DOOR COMPANY	1,538.51	ST6-Motor for new overhead door
516290	1/29/2025	DUKES ROOT CONTROL INC	12,562.11	SAN SEWER ROOT FOAM
516291	1/29/2025	DYERSVILLE COMMERCIAL	62.00	dyersville commercial annual sub fy 25
1012622	1/29/2025	DYNAMIC LIFECYCLE INNOVATIONS INC	1,941.48	Electronics Scrap Management Services
1012597	1/29/2025	EAGLE POINT ENERGY ONE LLC	940.98	Solar Production at the MSC - FY25
1012617	1/29/2025	EPG COMPANIES INC	1,225.67	LF- Submersible level sensor
1012632	1/29/2025	EverFlow LLC	335.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
516315	1/29/2025	FACTUAL DATA	164.70	Factual Data- Blanket PO
516319	1/29/2025	Fitzgerald Enterprizes LL	36,389.84	Blum Site Property Maintenance
1012606	1/29/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	600.00	FY2025 Engineering Services
1012585	1/29/2025	FOUR MOUNDS FOUNDATION	4,450.00	787 Valentine OAHMP Four Mounds
1012585	1/29/2025	FOUR MOUNDS FOUNDATION	1,300.00	1686 Wisconsin
1012585	1/29/2025	FOUR MOUNDS FOUNDATION	5,000.00	2532 Broadway
1012585	1/29/2025	FOUR MOUNDS FOUNDATION	5,000.00	395 Kaufmann OAHMP Four Mounds
1012620	1/29/2025	FOUR OAKS FAMILY & CHILDREN'S SERVI	1,856.81	Four Oaks_Purchase of Services Grant FY2025
1012587	1/29/2025	GALENA GAZETTE PUBLICATIONS INC	58.00	Annual subscription to Galena Gazette
1012588	1/29/2025	HARTIG DRUG COMPANY	1,151.29	Refund - Landfill Per K. Miller
1012589	1/29/2025	HDR ENGINEERING INC	856.15	Waste Diversion Project
1012589	1/29/2025	HDR ENGINEERING INC	1,588.49	DMASWA TO 20 - Horiz Exp Permitting
1012589	1/29/2025	HDR ENGINEERING INC	2,953.03	PFAS Pilot HDR Task Order #21
1012589	1/29/2025	HDR ENGINEERING INC	12,888.04	FY2025 Annual Services
1012571	1/22/2025	HEIMAN INC	430.13	2 Box Lights for Suppression Units
1012590	1/29/2025	HENDRICKS FEED & SEED CO INC	99.50	Sewer- Straw per Bale
1012590	1/29/2025	HENDRICKS FEED & SEED CO INC	339.00	Port- 13-13-13 Sulphur 50 Bag
1012590	1/29/2025	HENDRICKS FEED & SEED CO INC	77.45	Street- Pasture/ Waterway Mixture 25 Bag/ Rye Grai
516292	1/29/2025	HOLY FAMILY CATHOLIC SCHOOLS	568.34	FY2025 Franchise Fees
1012621	1/29/2025	IMWCA	3,250.00	FY25 Quarterly Fees - Third Party Admin- Dec 2024
1012621	1/29/2025	IMWCA	3,250.00	FY25 Quarterly Fees - Third Party Admin- Sept 2024
1012610	1/29/2025	INGRAM LIBRARY SERVICES INC.	1,837.03	Library books for adult collection for patrons
1012610	1/29/2025	INGRAM LIBRARY SERVICES INC.	607.05	Children's books for collection for patrons

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1012610	1/29/2025	INGRAM LIBRARY SERVICES INC.	159.82	Teen Young Adult Print Materials for collection
516293	1/29/2025	IOWA DEPT OF TRANSPORTATION	480.00	PCC Level II Certification
516294	1/29/2025	IOWA FINANCE AUTHORITY	328,186.65	Payoff Sanitary SRF P&D Loans C1161P & C1163P
516294	1/29/2025	IOWA FINANCE AUTHORITY	75,285.80	Payoff Sanitary SRF P&D Loans C1161P & C1163P
1012592	1/29/2025	J & R SUPPLY COMPANY	799.15	Safety Vests: S, M, L, XL, 2X, 3X
1012592	1/29/2025	J & R SUPPLY COMPANY	192.80	Cold Weather Gloves LRG (RWG17-L)
1012592	1/29/2025	J & R SUPPLY COMPANY	30.80	Safety Vests: Class 2 Medium
1012592	1/29/2025	J & R SUPPLY COMPANY	259.80	Cold Weather Gloves Med (RWG28-M)
1012592	1/29/2025	J & R SUPPLY COMPANY	1,456.00	Storm Sewer- 24x20 N12 Dual Wall WT/ 18x14 HW Pipe
516309	1/29/2025	JA-MAR PATTERN INC	50.00	Add "O" Ring to suction tube
1012616	1/29/2025	KENNETH M MILLER	85.00	ISOSWO Board Meeting Strategic Planning Session
516295	1/29/2025	KLUESNER CONSTRUCTION INC	2,600.00	Wood Chips for DMASWA
1012559	1/22/2025	KONE INC	271.84	FY25: City Hall & City Annex - Monthly - Elev. Mai
1012559	1/22/2025	KONE INC	2,072.52	Elevator Maintenance -SERVICE 01/01/2025 - 12/31/2
1012559	1/22/2025	KONE INC	200.00	Elevator Maintenance - FY25
1012599	1/29/2025	KRAEMERS WATER STORE INC	32.05	Bottled Water Service for the Landfill
516296	1/29/2025	KRAMER PEST CONTROL	1,881.00	Terminal, ARFF and FBO Bld. annual pest control
516321	1/29/2025	Kwik Trip Inc	19,392.79	Fuel Charges- Nov 2024
516297	1/29/2025	LAMAR TEXAS LIMITED PARTNERSHIP	2,100.00	Denver Air Conn Marketing - New service ORD-DBQ
1012629	1/29/2025	LaMetra Murdock	100.00	Travel Reimbursement
1012560	1/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	539.69	FY2025 BLANKET PO - ELECTRICITY COSTS
1012560	1/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	250.23	FY2025 BLANKET PO - ELECTRICITY COSTS
1012560	1/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	554.74	FY2025 BLANKET PO - ELECTRICITY COSTS
1012560	1/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	2,461.92	Energy Costs
1012560	1/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	80.00	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	155.33	Energy Costs
1012560	1/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.50	Obstruction lite electrical #2
1012560	1/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.34	Obstruction lite electrical
1012560	1/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	99.15	Airport Ent Rd & GA Sign electrical
1012560	1/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	4,638.27	Terminal Building electrical
1012560	1/22/2025	MAQUOKETA VALLEY ELECTRIC COOP	87.87	Electrical Svc - Airport Lift Station - FY25
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	71.77	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	46.25	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	70.01	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	149.55	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	64.60	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	68.50	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	62.52	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	45.99	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	55.67	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	418.38	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	461.10	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	60.01	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	48.39	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	46.74	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	77.43	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	71.52	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	81.35	Energy Costs
1012637	1/29/2025	MAQUOKETA VALLEY ELECTRIC COOP	780.93	Airfield lighting electrical
516298	1/29/2025	MARTIN EQUIPMENT OF IL INC	428.06	unit 3455 final drive svc
1012630	1/29/2025	Matthew Dressler	5,000.00	1059 Center Place HH Dressler
1012613	1/29/2025	MH LOGISTICS CORP	143.03	Pad Driver
516313	1/29/2025	MICHAEL W WEIKERT JR	621.00	Collection and proper disposal of appliances
1012605	1/29/2025	MICS CONSTRUCTION	36,376.00	735 Alpine 21 Lead Work
1012605	1/29/2025	MICS CONSTRUCTION	28,600.00	733 Alpine
1012594	1/29/2025	MID AMERICAN SIGNAL INC	12,420.00	AGM Battery: Traffic Backup System Battery
1012608	1/29/2025	MIDWEST TAPE LLC	1,006.53	DVD, BluRay and CD Audio for adult collection
1012584	1/29/2025	MIKE FINNIN FORD LLC	145.07	L1MZ 8310 F Deflector - Air Unit 1821
516316	1/29/2025	MILLWORK HOTEL ASSOCIATES LLC	750.15	550 W. 8th LHH Towneplace
516316	1/29/2025	MILLWORK HOTEL ASSOCIATES LLC	150.03	550 W. 8th LHH Towneplace 2
516316	1/29/2025	MILLWORK HOTEL ASSOCIATES LLC	1,050.21	735 Alpine LHH Towneplace 3
516316	1/29/2025	MILLWORK HOTEL ASSOCIATES LLC	150.03	735 Alpine LHH Towneplace 4
516316	1/29/2025	MILLWORK HOTEL ASSOCIATES LLC	1,050.21	950 Davis LHH Towneplace 2
516316	1/29/2025	MILLWORK HOTEL ASSOCIATES LLC	759.11	950 Davis LHH Towneplace 3
516299	1/29/2025	MOLO OIL COMPANY	23,323.26	FUEL FOR CITY VEHICLES 11/20/24-12/19/24
516299	1/29/2025	MOLO OIL COMPANY	719.07	FUEL FOR CITY VEHICLES 11/20/24-12/19/24
1012563	1/22/2025	MR ROOTER PLUMBING	1,451.72	Landfill General Plumbing
1012563	1/22/2025	MR ROOTER PLUMBING	870.12	Landfill General Plumbing
1012563	1/22/2025	MR ROOTER PLUMBING	870.12	Landfill General Plumbing
1012563	1/22/2025	MR ROOTER PLUMBING	962.44	Landfill General Plumbing
1012563	1/22/2025	MR ROOTER PLUMBING	321.42	replace vacuum breakers womens restrooms
1012639	1/29/2025	MR ROOTER PLUMBING	1,209.69	replace flush valve
1012595	1/29/2025	MSA PROFESSIONAL SERVICES INC	2,500.00	Analysis of Impediments to Fair Housing
1012561	1/22/2025	MUTUAL WHEEL COMPANY	126.36	unit 3401 lights, pigtails
1012638	1/29/2025	NAPA AUTO PARTS & SUPPLY	450.73	Parts for Red 3
1012596	1/29/2025	NORTHLAND PRODUCTS CO INC	199.95	Garage 8808E Service DM 30 8 Week 12/26/24
516300	1/29/2025	ONMEDIA	1,450.00	Battery Project
516300	1/29/2025	ONMEDIA	3,900.00	Denver Air Conn Marketing - New service ORD-DBQ
1012609	1/29/2025	O'REILLY AUTOMOTIVE INC	139.99	unit 3463 brake parts
1012591	1/29/2025	ORIGIN DESIGN CO	2,662.50	City of Dubuque Fueling Station Improvements
1012591	1/29/2025	ORIGIN DESIGN CO	2,662.50	City of Dubuque Fueling Station Improvements

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1012591	1/29/2025	ORIGIN DESIGN CO	1,250.00	Project 21173 AMENDED [Roundabout]
1012591	1/29/2025	ORIGIN DESIGN CO	11,250.00	Project 21173 AMENDED [Roundabout]
516301	1/29/2025	ORKIN LLC	167.03	Pest Control for the MSC
516314	1/29/2025	OUR IOWA MAGAZINE	24.98	annual our iowa mag sub fy 25
1012642	1/29/2025	OVERDRIVE INC	1,890.07	Teen ebooks and eaudio for digital collection
1012642	1/29/2025	OVERDRIVE INC	2,187.06	Downloadable ebooks and eaudio for children collec
1012642	1/29/2025	OVERDRIVE INC	779.79	downloadable audio and ebooks for adult collection
1012642	1/29/2025	OVERDRIVE INC	1,607.54	downloadable audio and ebooks for adult collection
1012642	1/29/2025	OVERDRIVE INC	931.34	downloadable audio and ebooks for adult collection
1012642	1/29/2025	OVERDRIVE INC	1,032.37	downloadable audio and ebooks for adult collection
1012618	1/29/2025	PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
516305	1/29/2025	PLUMB SUPPLY COMPANY	38.68	Water heater parts for UD America's Hangar
1012625	1/29/2025	Presentation Lantern	5,000.00	Presentation Lantern_Purchase of Serv Grant FY2025
1012598	1/29/2025	RACOM CORPORATION	382.50	Charger for Radio (MSC)
1012628	1/29/2025	Rarestep Inc	50,457.60	Prem 800 Plan Annual Dec 1, 2024-Dec 1 2025
1012562	1/22/2025	RIVER CITY PAVING	4,412.86	2024:: JUL-DEC Hot & Cold Mix Asphalt
1012562	1/22/2025	RIVER CITY PAVING	5,847.24	2024:: JUL-DEC Hot & Cold Mix Asphalt
1012562	1/22/2025	RIVER CITY PAVING	6,922.90	2024:: JUL-DEC Hot & Cold Mix Asphalt
1012615	1/29/2025	ROCHESTER ARMORED CAR CO INC	355.72	DMASWA Armored Car Service
1012627	1/29/2025	RSM US LLP	11,724.72	Financial statement preparation assistance
250700008	1/22/2025	RXBENEFITS INC	70,054.10	FY25 Pres Admin & Claims - 12/21/24 to 1/3/25
1012600	1/29/2025	SAINT MARK YOUTH ENRICHMENT	2,976.44	St Marks_Purchase of Services Agreement FY2025
1012623	1/29/2025	Save On SP, LLC	1,015.01	Savings on specialty drugs - January 2025
1012623	1/29/2025	Save On SP, LLC	1,190.29	Savings on specialty drugs - Dec 2025
250700020	1/23/2025	SISCO	240.00	FY25 Short Term Disability Ins Prem -Feb 2025
1012624	1/29/2025	SPECIAL MARKETS INSURANCE CONSULTAN	1,548.57	AmeriCorps December Health Insurance
1012619	1/29/2025	STEARNS, CONRAD, SCHMIDT CONSUL ENG	2,716.11	2025FY Air Quality Services
516307	1/29/2025	STEVEN J SCHILLING	94.09	Mileage Reimbursement
1012602	1/29/2025	STRAND ASSOCIATES INC	42,118.44	WELL NO. 11 SOURCE WATER
1012602	1/29/2025	STRAND ASSOCIATES INC	1,092.39	PROFESSIONAL SERVICES-THEATER ASSESSMENT
1012564	1/22/2025	SUPERIOR WELDING SUPPLY CO	352.75	stores abrasives
1012565	1/22/2025	TELEGRAPH HERALD	417.81	PUBLICATION EXPENSES
1012640	1/29/2025	TELEGRAPH HERALD	1,524.00	Denver Air Conn Marketing - New service ORD-DBQ
1012566	1/22/2025	TERMINAL SUPPLY	834.12	stock
1012593	1/29/2025	THE LOCKSMITH EXPRESS	605.00	Lock replacements for Flight Ops Bld (Foth Offices
1012593	1/29/2025	THE LOCKSMITH EXPRESS	75.00	Lock replacements for Flight Ops Bld (Foth Offices
516311	1/29/2025	THOMPSON TIRE & RETREAD	270.00	stock wheel weights
516311	1/29/2025	THOMPSON TIRE & RETREAD	651.12	unit 110012 wheel/tire svc
516311	1/29/2025	THOMPSON TIRE & RETREAD	760.00	unit 3102 wheel/tire svc
516311	1/29/2025	THOMPSON TIRE & RETREAD	570.74	unit 3222 wheel/tire svc
516311	1/29/2025	THOMPSON TIRE & RETREAD	310.72	unit 3404 tire/wheel svc
516311	1/29/2025	THOMPSON TIRE & RETREAD	1,122.88	unit 3417 wheel/tire svc
516311	1/29/2025	THOMPSON TIRE & RETREAD	1,062.00	unit 3252 wheel/tire svc
516311	1/29/2025	THOMPSON TIRE & RETREAD	1,062.00	unit 3246 wheel/tire svc
516311	1/29/2025	THOMPSON TIRE & RETREAD	5,861.04	unit 1921 wheel/tire svc
516311	1/29/2025	THOMPSON TIRE & RETREAD	4,271.84	unit 1916 wheel/tire svc
516311	1/29/2025	THOMPSON TIRE & RETREAD	1,122.88	unit 3417 wheel/tire svc
516312	1/29/2025	THOMPSON TRUCK & TRAILER INC	270.75	unit 3401 idler pulley bearing bad
516312	1/29/2025	THOMPSON TRUCK & TRAILER INC	22.46	unit 3402 dust cover and bolt
516312	1/29/2025	THOMPSON TRUCK & TRAILER INC	10,856.25	unit 2691 overhaul engine
1012603	1/29/2025	THREE RIVERS FS INC	35.70	LF Finance Charge
1012603	1/29/2025	THREE RIVERS FS INC	405.65	LF Spectra Lube Red Grease/ Dsl Exhaust Fluid 1224
1012603	1/29/2025	THREE RIVERS FS INC	308.80	LF Spectra Lube Red Grease/ Dsl Exhaust Fluid 0113
516310	1/29/2025	TIM WILLIS WINDOW CLEANING LLC	210.00	MSC window cleaning
1012601	1/29/2025	TIMOTHY L SPECHT	10,500.00	2665 White HH Specht
250700021	1/16/2025	TREASURER STATE OF IOWA	749.68	Electric Fuel Dealer Sales Tax
250700023	1/28/2025	TREASURER STATE OF IOWA	14,978.13	FY25 Metro Sales Tax
250700024	1/28/2025	TREASURER STATE OF IOWA	2,244.67	FY25 Leisure Sales Tax
250700025	1/29/2025	TREASURER STATE OF IOWA	109,833.24	FY25 UB Sales Tax
516302	1/29/2025	TREASURER STATE OF IOWA ILEA	100.00	ILEA class at Academy
516303	1/29/2025	TRICOR INC	3,500.00	Confined Space Training- awareness and hands-on, 2
516322	1/29/2025	Tri-State Building Systems, LLC	2,119.00	Salt Building Repair
1012573	1/22/2025	TRI-STATE PORTA POTTY INC	1,480.00	PORT A POTTIES DEC 2024
1012643	1/29/2025	TRI-STATE PORTA POTTY INC	240.00	Rental of units for Landfill
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	9,117.14	unit 2683 chk head gasket, oil cooler leaks
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	1,042.47	unit 3236 diagnose codes
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	678.46	stock air springs
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	63.36	unit 3241 caps
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	75.60	unit 3403 marker lamp
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	153.47	unit 3403 clamp, gasket
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	82.68	stock tube
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	82.16	stock mudflaps
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	187.67	unit 3206 bracket
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	44.04	unit 3206 air tank
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	106.92	unit 3412 gaskets and clamps
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	25.37	unit 2682 gaskets
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	113.04	unit 3403 v band clamp
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	3.21	stock sealing washer
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	113.59	unit 3403 clamp, gasket
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	255.09	unit 3403 sensor
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	334.64	unit 3412 air tank

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	63.15	unit 3407 gasket
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	4,865.21	unit 3403 module
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	3,699.55	unit 2682 fuel pump, core
1012567	1/22/2025	TRUCK COUNTRY OF IOWA INC	6,215.79	unit 3403 modules and kits
516320	1/29/2025	Tuktara LLC	72,500.00	2527 Washington St - Construction
516304	1/29/2025	UNIVERSITY OF DUBUQUE	6,250.00	Univ of Dubuque: DNASWA Steward & Sustain Coord.
1012626	1/29/2025	Valentine Construction Co LLC	1,965.00	Pre-Treat/ Snow Removal/ Salting- Julien DBQ Bridg
1012607	1/29/2025	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
1012607	1/29/2025	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
516308	1/29/2025	Viterra USA Grain, LLC	236.64	FY2025 Unloading Salt Barges
516308	1/29/2025	Viterra USA Grain, LLC	4,372.32	FY2025 Unloading Salt Barges
1012631	1/29/2025	Waypoint Services for Women, Children and Families	3,442.54	Waypoint_Purchase of Services Agreement FY2025
1012569	1/22/2025	WENZEL TOWING SERVICE	312.00	unit 3409 tow to MSC
1012641	1/29/2025	WENZEL TOWING SERVICE	234.00	unit 3401 tow to MSC
1012569	1/22/2025	WENZEL TOWING SERVICE	1,300.00	Hauling fee for the South Centrifuge to WRRC
1012604	1/29/2025	WHKS AND COMPANY	176.97	JEFFERSON PARK RETAINING WALL PROJECT
1012604	1/29/2025	WHKS AND COMPANY	187.70	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
			<u>\$</u>	<u>1,346,579.76</u>

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE:	Letter of Interest: Community Foundation of Greater Dubuque Press Forward Infrastructure Grant
SUMMARY:	City Attorney recommending City Council approval to sign the letter of interest for The Community Foundation of Greater Dubuque (CFGD) and TH Media for the Press Forward Infrastructure grant.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. CB Cover Memo Letter of Interest_ CFGD Press Forward Infrastructure Grant cb memo
2. MEMO Letter of Support CFGD Press Foward
3. Letter of Interest - CFGD Press Foward Grant

TO: The Honorable Mayor and City Council Members

FROM: Crenna Brumwell, City Attorney

SUBJECT: Letter of Interest: CFGD Press Forward Infrastructure Grant

DATE: January 28, 2025

Office of Shared Prosperity and Neighborhood Support Director Anderson Sainci is recommending City Council approval to sign the letter of interest for The Community Foundation of Greater Dubuque (CFGD) and TH Media for the Press Forward Infrastructure grant.

Press Forward is a coalition of funders committed to revitalizing local news across the country. The CFGD and TH Media have included multiple higher educational institutions and the Office of Shared Prosperity and Neighborhood Support (OSPNS) in their grant proposal to experiment with different content, formats and platforms to meet the local news and information needs for underserved population.

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

CB:sv

Attachment

cc: Michael Van Milligen, City Manager
Cori Burbach, Assistant City Manager
Anderson Sainci, Director Office of Shared Prosperity and Neighborhood Support



TO: Michael C. Van Milligen, City Manager
FROM: Anderson Sainci, Director, Office of Shared Prosperity and
Neighborhood Support
SUBJECT: Letter of Interest: CFGD Press Forward Infrastructure Grant
DATE: January 15, 2025

DISCUSSION

The Community Foundation of Greater Dubuque (CFGD) and TH Media is seeking a letter of interest for the Press Forward Infrastructure grant. Press Forward is a coalition of funders committed to revitalizing local news across the country.

The CFGD and TH Media have included multiple higher educational institutions and the Office of Shared Prosperity and Neighborhood Support (OSPNS) in their grant proposal to experiment with different content, formats and platforms to meet the local news and information needs for underserved population.

ACTION REQUIRED

I am requesting your approval to sign the letter of interest for The Community Foundation of Greater Dubuque (CFGD) and TH grant application.

CC: Crenna Brumwell, City Attorney



Office of Shared Prosperity &
Neighborhood Support
Engine House No. 1
1805 Central Ave
Dubuque, IA, 52001-3601
Office (563) 690-6054
www.cityofdubuque.org

Wednesday, January 15, 2025

RE: City of Dubuque's Office of Shared Prosperity & Neighborhood Support for Community Foundation of Greater Dubuque Press Forward Grant Request

Dear Press Forward Infrastructure Grant Committee:

On behalf of the City of Dubuque Office of Shared Prosperity and Neighborhood Support, we hereby express our interest in working with the Community Foundation of Greater Dubuque, along with other grant co-applicants, in the local news and information infrastructure grant proposal and request.

We have existing relationships and successful track records with each of the co-applicants and look forward to exploring this opportunity more fully with the full proposal, should we be selected to move on.

Best regards,

Anderson Sainci

Director, Office of Shared Prosperity and Neighborhood Support

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE: Notification of Arts & Cultural Affairs Advisory Commission Grants Application Modification

SUMMARY: City Manager recommending City Council approve the FY26 modifications to the grant application and review process as recommended by the Arts & Cultural Affairs Advisory Commission and the Arts & Cultural Affairs Advisory Commission Grant Committee.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff memo
3. FY26 Special Projects Guidelines
4. FY26 Operating Support Guidelines

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Notification of Arts & Cultural Affairs Advisory Commission Grants
Application Modification

DATE: January 28, 2025

Arts & Cultural Affairs Manager Bonnie Spurling is recommending City Council approve the FY26 modifications to the grant application and review process as recommended by the Arts & Cultural Affairs Advisory Commission and the Arts & Cultural Affairs Advisory Commission Grant Committee.

The following changes reflect the recommendations of the Arts & Culture Advisory Commission:

FY26 Grant Guideline Modifications for Operating Support and Special Projects Grants

- Rubric will be scored on a 5-point scale to allow jurors more flexibility. The previous rubric was a 3-point scale. This change is in correlation with the Iowa Arts Council Grant Programs and allows the reviewers more flexibility in scoring.
- Business PO box no longer a reason for ineligibility provided all business is conducted within the Dubuque city limits. This change was discussed and approved with the City of Dubuque Legal Department.
- Organizations with a **delinquent** City of Dubuque Arts and Culture Grant Program Final Report will be ineligible for one grant cycle. The previous guidelines did not specify the length of ineligibility.
- Current fiscal year awarded grant funds will be released after the previous cycle final report is received. This is an incentive for organizations to complete their final reports in a timely manner.

FY26 Grant Guideline Modifications for Organizational Support Grant

- "Overall Case for Support" has been removed from the rubric. All FY25 volunteer reviewers felt the lack of objectivity in this question could lead to inconsistent scoring results.

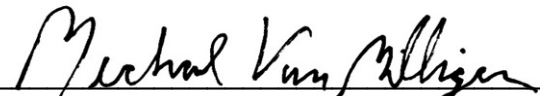
FY26 Grant Guidelines Modifications for Special Projects Grant

- Applicant must demonstrate a 50% cash match. Previous was a 1:1 match which consisted in a 50% cash match and a 50% in-kind match. Financially this is not a change for applicants.

- Partnership requirement was removed to allow more autonomy in decision-making and opens the possibility for collaboration with a wider range of stakeholders.
- 100% of grant funds will be paid upfront. Previous funding was 80% upfront and 20% payment upon completion of the final report. This will allow more flexibility in project budgeting and management.

There are no budget impacts.

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
Bonnie Spurling, Arts & Cultural Affairs Manager



Economic Development Department
Office of Arts & Cultural Affairs
1300 Main St
Dubuque, IA 52001
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Bonnie Spurling, Arts & Cultural Affairs Manager

SUBJECT: Notification of Arts & Cultural Affairs Advisory Commission Grants Application Modification

DATE: January 23, 2025

INTRODUCTION

The purpose of this memorandum is to provide notification that the Arts & Cultural Affairs Advisory Commission Grants Committee has proposed changes to the grant application and review process.

BACKGROUND

The Grants Committee of the Arts & Cultural Affairs Advisory Commission is engaged in activities that align with the Commission's Strategic Plan Priority 3 to "Continually strengthen and evaluate Arts & Culture Grant programs to maximize community impact." In 2024, a survey was selected as a data collection tool to inform the evaluation, re-envisioning, and potential revisions for the FY25 Arts & Culture annual grant program(s). The intention of which was to receive constructive feedback from invited arts and culture sector organizations within the city limits of Dubuque. The results of the survey revealed that the majority of applicants desire a simpler application and reporting process as well as increased clarity of instruction on the process. The collected feedback was strategically used to guide the Grants Committee in advising on courses of action to refine and/or revise the annual Arts & Culture grant programs to prioritize relevant funding needs and support the future growth of the local arts and culture sector.

DISCUSSION

The Arts & Cultural Affairs Commission Grants Committee determined that some adjustments were necessary to better align the Operating Support and Special Projects Grant programs with the current needs and priorities of the arts and culture community. These adjustments were made with the goal of ensuring that the Operating Support and

Special Projects Grant programs are responsive to the evolving needs of the arts and culture community, while also fostering a more inclusive and vibrant cultural landscape in our city.

The following changes reflect the recommendations of the Arts & Culture Advisory Commission:

FY26 Grant Guideline Modifications for Operating Support and Special Projects Grants

- Rubric will be scored on a 5-point scale to allow jurors more flexibility. The previous rubric was a 3-point scale. This change is in correlation with the Iowa Arts Council Grant Programs and allows the reviewers more flexibility in scoring.
- Business PO box no longer a reason for ineligibility provided all business is conducted within the Dubuque city limits. This change was discussed and approved with the City of Dubuque Legal Department.
- Organizations with a **delinquent** City of Dubuque Arts and Culture Grant Program Final Report will be ineligible for one grant cycle. The previous guidelines did not specify the length of ineligibility.
- Current fiscal year awarded grant funds will be released after the previous cycle final report is received. This is an incentive for organizations to complete their final reports in a timely manner.

FY26 Grant Guideline Modifications for Organizational Support Grant

- “Overall Case for Support” has been removed from the rubric. All FY25 volunteer reviewers felt the lack of objectivity in this question could lead to inconsistent scoring results.

FY26 Grant Guidelines Modifications for Special Projects Grant

- Applicant must demonstrate a 50% cash match. Previous was a 1:1 match which consisted in a 50% cash match and a 50% in-kind match. Financially this is not a change for applicants.
- Partnership requirement was removed to allow more autonomy in decision-making and opens the possibility for collaboration with a wider range of stakeholders.
- 100% of grant funds will be paid upfront. Previous funding was 80% upfront and 20% payment upon completion of the final report. This will allow more flexibility in project budgeting and management.

BUDGET IMPACT

There are no budget impacts.

RECOMMENDATION/ACTION STEP

I respectfully submit this notification to the City Council to approve the FY26 modifications as recommended by the Arts & Cultural Affairs Advisory Commission and the Arts & Cultural Affairs Advisory Commission Grants Committee.

Cc: Jill Connors, Economic Development Director



City of Dubuque, Iowa FY26 ARTS & CULTURE GRANT PROGRAM

SPECIAL PROJECTS FY 2026 FUNDING

GUIDELINES

PURPOSE

The City of Dubuque Arts & Culture Special Projects Grant program provides funds to cultivate unique and innovative creative arts and cultural experiences that serve the residents of Dubuque. The Special Projects grant program is funded, administered, and managed by the City of Dubuque's Department of Economic Development, Office of Arts & Cultural Affairs. This program is intended to increase the Dubuque community's access to a wide range of diverse arts and culture experiences that cultivate creativity, learning, and participation in Dubuque's arts and culture landscape.

CULTURAL EQUITY STATEMENT

The City of Dubuque Arts & Culture Grants Program commits to equity within the arts and culture sector by evaluating its programs and practices. The city recognizes the multiple benefits that arts and culture exploration provide, regardless of race, color, religion, age, disability, national origin, sex, sexual orientation, and gender identity/expression.

ELIGIBLE APPLICANTS

- Applicants must meet the following eligibility requirements:
- Applicant is a Dubuque-based organization who operate as a nonprofit, tax-exempt under Section 501(c)(3) of IRS Organizations, or
- Applicant is a Dubuque-based group with their own specific mission, governing structure and budget, operating under the incorporated status of a Dubuque-based fiscal agent
- Applicant serves residents of the city of Dubuque and programming occurs within the city of Dubuque limits
- Applicant will have a clean record of compliance and be in good standing with the City of Dubuque's Arts and Culture Grant program(s)
- Only 1 application per eligible applicant will be accepted; an applicant can be identified as a partnering entity within another application, but that application cannot be for the same project

INELIGIBLE APPLICANTS

- Any organization or group based outside of Dubuque city limits
- For-profit organizations, businesses, or sole proprietors
- Educational institutions including private or public K-12 schools, colleges, universities, and community colleges
- Individual artists
- Organizations with a delinquent FY24 Special Projects Grant Final Report or FY25 Operating Support Grant Final Report will be ineligible for one grant cycle

FUNDING GUIDELINES

- Minimum Request: \$1,000
- Maximum Request: \$8,000
- 50% Cash Match

Applicants must demonstrate investment in a project by providing a 50% cash match to the grant request for project expenses. For example, an applicant that requests \$2,000 in grant funds must have at least \$1,000 in matching funds of cash match expenses or a minimum total project budget of \$3,000.

ELIGIBLE ACTIVITIES

Projects should create unique and innovative arts and cultural experiences or arts and cultural learning opportunities that stand out from the applicant's previous offerings in significant ways. Applicants may apply for support of an annual event or series only if they can demonstrate how the event or series is unique to the eligible funding period and worthy of support. Project content must change from year to year.

Proposed public activities requesting grant funding must be conducted within Dubuque city limits; eligible expenses may be paid to vendors based outside of Dubuque.

Projects may include the creation, performance, exhibition, publication, or presentation of arts and cultural experiences or arts and cultural learning opportunities related to:

- Cultural and Historic Resources
- Folk and Traditional Arts
- Theater, Performing Arts
- Spoken Word
- Literature
- Dance

- Music
- Film
- Visual Art: 2D or 3D, Digital, New Media, Installation Art, Murals or

- Public Art, Performance Art
- Other Arts and Cultural Learning Opportunities

ELIGIBLE EXPENSES

Eligible expenses are those dedicated specifically to the project and can include:

- Artist or Contractor Fees
- Licensing or Subscription Fees
- Supplies and Materials
- Space and Equipment Rental
- Domestic Travel
- Marketing and Publicity
- Equipment purchases under \$500
- Employee or volunteer costs essential to meeting project outcome

INELIGIBLE ACTIVITIES AND EXPENSES

- Projects that occur prior to or after the funding period
- Ongoing projects or programs with arbitrary beginning and end dates
- Projects or activities not available to the public
- General operating expenses
- Religious, political, and sports activities
- Fundraising or benefit events
- Competitions, contests, or awards to honor or recognize achievement
- Food, beverage, or catering costs
- International travel
- Capital projects, i.e. construction, property renovation
- Major equipment purchases (over \$500)
- Regranting
- Lobbying activities
- Acquisition or purchase of artwork for permanent collections

ONLINE APPLICATION SUBMISSION

Applicants must submit applications via the City of Dubuque's SlideRoom, an online application portal, by 11:59PM on April 25, 2025. Applications will not be accepted in any other format. Late, incomplete, or ineligible applications will not be accepted. Applicants can access the current online application requirements at: [FY26 Arts & Culture Special Projects](#)

TIMELINE

Application Open: FY26 application available at www.cityofdubuque.org/artsgrants	March 17, 2025
Application Deadline:	April 25, 2025, by 11:59 PM
Grant Review Panel Meeting	June 10, 2025
Grants Subcommittee Meeting – Funding Recommendations	June 19, 2025
A&C Affairs Commission Meeting – Funding Recommendations Approval	June 24, 2025
City Council – Approval of Funding	July 7, 2025
Award Notification:	July 2025
Disbursement of Funds (anticipated):	August 2025
Period of Performance:	July 1, 2025 – June 30, 2026
Final Report Due	August 31, 2026

IMPORTANCE OF DIVERSITY, EQUITY & INCLUSION (DEI)

The City of Dubuque strives to be an equitable community of choice and prioritizes support to organizations that intentionally apply an equity lens, explicit of but not limited to race, to program and inclusion. It is important that grantees are able to share examples of their commitment to welcoming and serving any and all Dubuque residents by presenting diverse and culturally aware experiences, representing diverse voices, and expanding access.

REVIEW OF APPLICATIONS

Department Eligibility Review

Submitted applications are reviewed by staff for completion, eligibility, and adherence to published funding priorities and guidelines. New application information or subsequent application clarification submitted after a program deadline is not considered. Staff will also review an applicant's record of compliance and good standing with City of Dubuque's Office of Arts & Cultural Affairs. Applications or applicants determined by staff to be ineligible or incomplete will not move forward to panel review and are specifically denied any appeals process.

Competitive Panel Review

Eligible applications will be referred to a competitive review by a volunteer citizen panel of regional arts and culture professionals with appropriate expertise commensurate to the purpose of the grant program.

Funding Recommendations

Scoring and allocation recommendations are presented, reviewed, and voted upon by the Arts and Cultural Affairs Advisory Commission before advancing to Dubuque City Council for final approval.

Decision Notification

Applicants will be notified of Special Projects funding decisions via email by July 10, 2025. Applicants are notified of the status of their application whether they *are* or *are not* awarded funding. Applicants will be contacted if any additional information is required and are encouraged to refrain from contacting staff for application status updates until funding decisions are made.

Application Questions & Scoring Rubric

The Special Projects Grant Program Scoring Rubric will be used by the panel to evaluate grant applications. Application questions are provided for reference only. Applicants must review and complete application requirements in the SlideRoom portal. Each section has criteria and corresponding point values to ensure a fair review process. The rubric is on a scale of 30 points.

RATING CRITERIA

- Applicant overview
- Project description
- Public value
- Project timeline
- Goals and evaluation
- Project Budget

ACKNOWLEDGEMENT

If awarded funding, the applicant must acknowledge the City of Dubuque's support in appropriate communications pertaining to this grant. Recognition guidelines and logos are [available for download at the City's website](#).

REPORTING

Applicants must submit a performance report within 60 days of the end of the funding cycle no later than August 31, 2026. The applicant agrees to retain all financial records, reporting documents, and all other records pertinent to the City of Dubuque grant program for a period of three calendar years beyond the contract. Failure to complete the final report by the deadline will result in the applicant being deemed ineligible for the next cycle of Arts & Culture grant funding.

ACCESSIBILITY AND QUESTIONS

We are committed to making our programs and services accessible to everyone. Please contact the Office of Arts & Cultural Affairs at 563.690.6059 or artsculture@cityofdubuque.org to request any accommodations, translation, interpretation, or other assistance you need in completing this process. The applicant is solely responsible for the content and timely submission of this grant.

SCORING RUBRIC

1. APPLICANT OVERVIEW: Describe applicant's organization and a broad overview of the programs and services the organization offers. Highlight in more detail one recent arts focused program or service applicant has offered that demonstrates applicant's ability to accomplish the proposed project. Describe why applicant felt the highlighted program or service was a success. (5 points)

5	3	1
Applicant demonstrates exceptional programs and services and has successfully managed relevant arts projects in the past.	Applicant offers programming or services. A relevant past program or service has been identified that may demonstrate applicant's ability to accomplish the proposed project.	Applicant's programming or services are not clearly described. It is unclear if applicant has experience in managing projects like the one proposed in the grant application.

2. PROJECT DESCRIPTION: Describe the proposed project, including:

- What the project activities are and how they will be accessible by the public.
- Where the project activities will take place.
- Why applicant is proposing to do this project.
- Who will be involved with the project and their roles and responsibilities.

(5 points)

Is the project part of regular ongoing programming, such as an annual event or exhibit/performing arts series?
If yes, describe why this particular year or project is unique and worthy of funding.

5	3	1
Project description is clear. Key artistic and logistical partners and responsibilities are well-defined and enhance the project. Project activities that engage the public are exemplary, clearly defined, and accessible.	Project description is satisfactory. Key artistic and logistical partners and responsibilities are identified. Project activities that engage the public are described and accessibility is considered.	Project description is inadequate. Artistic or logistical partners and responsibilities are not identified. Project activities that engage the public are not described or accessibility is unclear.

3. PUBLIC VALUE: Describe why the proposed project is important to the public, including:

- The intended communities, participants, and/or audiences involved in the project activities, and how they will benefit from this project.
- Specific plans to engage these groups in the project activities.
- Plans to provide equitable access to project activities. (5 points)

5	3	1
Target population for the project is well-defined. Exemplary plans are in place to engage the public. Community members will clearly benefit from project activities.	Target population for the project is identified. Plans are in place to engage the public. Community members will benefit from project activities.	Target population for the project is not clearly identified. Plans to engage the public are unclear or inadequate. Community members may not benefit from project activities.

4. PROJECT TIMELINE: Provide a timeline of project activities. Be sure to include when key artistic decisions will be made, project phases, and events, as applicable. (5 points)

5	3	1
Confident project will successfully happen through a clear, detailed timeline of tasks.	Project is achievable through the identified timeline of tasks.	Multiple concerns about project achievability. Timeline of tasks is insufficient.

5. GOALS AND EVALUATION: State at least one distinct and measurable goal for the project. Effective goals are specific, measurable, achievable, and relevant to the project. Describe how the applicant will monitor and evaluate progress toward the stated goal. Examples of evaluation activities include, but are not limited to, surveys of program participants, measuring attendance and third-party program evaluations. If applicable, include plans to share learnings and outcomes. (5 points)

5	3	1
Applicant has clearly identified a project goal that is specific, measurable and can be achieved by the proposed activities. Applicant has clear methods in place to collect necessary data to analyze achievement of project goal.	Applicant has identified a project goal that is measurable and is likely to be achieved by the proposed activities. Evaluation methods and measures are satisfactory and may help applicant to collect the necessary data to determine if the project goal was achieved.	Project goal is unclear and/or the identified goal is not likely to be achieved by proposed activities. Evaluation methods and measures are inadequate.

6. PROJECT BUDGET: Budget Narrative-Provide information to clarify any line item included in the project budget or provide further details on the scope of the project budget. If cash match sources are pending, describe the timeline for securing the funds and the level of certainty in securing them. If you intend to purchase any equipment, provide justification for this expenditure and how it relates to the project. (5 points)

5	3	1
Budget and intended use of requested funds are clear, appropriate and will help the applicant to achieve intended outcome.	Budget and the intended use of requested funds are identified. It is unclear if they will help the applicant to achieve the intended outcome.	Budget and the intended use of requested funds are unclear or inadequate

FOR REFERENCE

CITY OF DUBUQUE ARTS AND CULTURE GOALS FROM THE ARTS AND CULTURE MASTER PLAN

1. **Economic Development:** Encouragement and support of arts and culture are not only quality of life issues, but also a serious economic development strategy. The contributions of the arts and artists are supported and leveraged for economic development, boosting the city's brand and aiding talent attraction and retention.
2. **Inclusivity:** Arts and culture in Dubuque promote inclusivity, diversity, harmony and understanding.
3. **Integration of Arts and Cultural Community into City Leadership:** The arts and cultural community – artists, performers, administrators, and so on – are fully integrated into the City's decision-making conversations. They are incorporated into economic development, planning, commercial, education strategies. Leadership in these sectors communicate well with the arts community and vice-versa. In addition, the contributions of the arts and of artists to the city's prosperity are recognized.
4. **Opportunity and Accessibility:** Dubuque is a city with participatory cultural opportunities in all corners of the community. Barriers to participation, whether physical, intellectual, economic or other, are minimized or removed to encourage equitable opportunities for cultural engagement.
5. **Involvement and Participation:** Residents of Dubuque actively participate in the arts and culture. Arts and cultural entities and other sectors enable greater involvement and participation among Dubuque's citizens and visitors.
6. **Clear Policies and Strong Management:** Clear policies, guidelines and procedures enable governance of the city's arts and cultural sector and the municipality's involvement with it.

PRIORITIES AND STRATEGIES TOWARDS THE GOALS OF THE ARTS AND CULTURE MASTER PLAN

Priority A: Promote and support arts and culture as Dubuque's competitive edge.

- a. Establish multiple funding streams to support arts and cultural activity.
- b. Develop, attract and retain creative talent.
- c. Develop a regulatory or business incentive framework that promotes and protects Dubuque's arts and cultural assets.
- d. Undertake a strategic branding, marketing and communications campaign promoting awareness of Dubuque's arts and cultural community at home and in other markets and attracting participants from outside Dubuque.

Priority B: Boost capacity for arts and culture to thrive

- a. Designate and empower an individual or entity to lead development of the cultural sector.
- b. Clarify roles, responsibilities and guidelines for the Arts and Cultural Affairs Advisory Commission to best leverage their energy and knowledge to the benefit of arts and culture in Dubuque.
- c. Establish a public art policy framework conducive to the arts and cultural activity.
- d. Facilitate communication and coordination among the arts and cultural sector.
- e. Right-size facilities to meet capacity needs for rehearsal, exhibition/performance, education and administration.
- f. Develop organizational and professional capacity.

Priority C: Foster engagement at all levels

- a. Deepen appreciation for arts and culture among the general public.
- b. Provide arts education opportunities to people of all ages, skill levels, and income levels.
- c. Increase availability and accessibility of arts and cultural offerings.
- d. Nurture individual artists, from student to amateur to professional.

- e. Stimulate volunteerism.
- f. Inspire and diversify leadership.

Priority D: Cultivate connections

- a. Ensure arts and culture in Dubuque is inclusive and welcoming of people of all backgrounds and interests.
- b. Develop ties among the arts and the broader community, increasing visibility and relevance of arts and culture.
- c. Integrate leadership of the arts and cultural sector with leaders in other sectors of Dubuque by forging new relationships and strengthening existing ones between the arts and cultural sector and the business, public, non-profit and educational sectors.

Additional sub-strategies are outlined in the City of Dubuque Arts and Culture Master Plan at <https://www.cityofdubuque.org/DocumentCenter/View/36680/Master-Plan-Priorities-and-Strategies>.

Additional documents for consideration when discussing how your organization advances the City of Dubuque's goals, priorities, and plans:

- [City Council Goals and Priorities](#)
- [Imagine Dubuque Plan](#)
- [50% by 2030 Community Climate Action and Resiliency Plan](#)

[Equitable Poverty Reduction & Prevention Plan](#)



City of Dubuque, Iowa ARTS & CULTURAL AFFAIRS FY26 GRANT PROGRAM OPERATING SUPPORT FY2026 FUNDING

GUIDELINES

PURPOSE

The City of Dubuque Arts & Culture Grant Program supports operational expenses of nonprofit arts and culture organizations that pursue arts and cultural strategic initiatives that serve the residents of Dubuque. The Arts & Cultural Affairs Operating Support (OS) grant program is funded, administered, and managed by the City of Dubuque's Department of Economic Development, Office of Cultural Affairs. This program is intended to increase the Dubuque community's access to a wide range of diverse arts and culture experiences that cultivate creativity, learning, and participation in Dubuque's arts and culture landscape.

ARTS & CULTURE ORGANIZATION DEFINITION

An arts and culture organization is defined as an entity with a **primary purpose** to create, produce, present, or provide arts and culture programs, experiences, or activities for public audiences. Organizations must offer programs in an artistic discipline, operate as a museum, or provide informal learning in arts and culture disciplines.

The organization's **primary purpose** is assessed and verified by staff using the organization's website, mission, core activities, and IRS National Taxonomy of Exempt Entities (NTEE) codes. Assessment ruling(s) are final. Organizations determined by staff to be ineligible will not move forward and are specifically denied any appeals process.

CULTURAL EQUITY STATEMENT

The City of Dubuque Arts & Culture Grants Program commits to equity within the arts and culture sector by evaluating its programs and practices. The City recognizes the multiple benefits that arts and culture exploration provide, regardless of race, color, religion, age, disability, national origin, sex, sexual orientation, and gender identity/expression.

ELIGIBLE APPLICANTS

Applicants must meet all the following eligibility requirements:

- Applicant is an arts and culture organization as defined by grant guidelines
- Applicant is a nonprofit 501(c)(3) organization with at least two years of programming documentation (IRS determination letter)
- Applicant serves residents of the city of Dubuque and programming occurs within the city of Dubuque limits
- Applicant will have a clean record of compliance and be in good standing with the City of Dubuque's Arts and Culture Grant Program(s)

INELIGIBLE APPLICANTS

- For-profit organizations, businesses, or sole proprietors
- Educational institutions including private or public K-12 schools, colleges, universities, and community colleges
- City of Dubuque government departments or entities
- Individual artists
- Nonprofit organizations that are not arts and cultures organizations (for example, social service, nonprofits, religious institutions, athletic groups, etc.)

- Organizations with a **delinquent** FY25 City of Dubuque Arts and Culture Grant Program Final Report will be ineligible for one grant cycle
- The use of a fiscal agent/sponsor is not allowed.

GRANT AWARD

- Funding is calculated at 6% of certified operating expenses, not to exceed \$30,000.
- Awards may be less than requested
- No match is required
- A total of \$250,000 in funding will be distributed.

ONLINE APPLICATION SUBMISSION

Applicants must submit applications via the City of Dubuque’s SlideRoom, an online application portal, by 11:59PM on April 11, 2025. Applications will not be accepted in any other format. Late, incomplete, or ineligible applications will not be accepted. Applicants can access the current online application requirements at: [FY26 Arts & Culture Operating Support](#)

TIMELINE

Application Open: FY26 application available at www.cityofdubuque.org/artsgrants	March 3, 2025
Informational Webinar:	Available on the City website
Application Deadline:	April 11, 2025, 11:59 PM
Grant Review Panel Meeting	June 3, 2025
Grants Subcommittee Meeting – Funding Recommendations	June 19, 2025
A&C Affairs Commission Meeting – Funding Recommendations Approval	June 24, 2025
City Council – Approval of Funding	July 7, 2025
Award Notification:	July 2025
Disbursement of Funds: Funds will be released after FY25 final report is received	(anticipated) August 2025
Period of Performance:	July 1, 2025 – June 30, 2026
Final Report Due	August 31, 2026

IMPORTANCE OF DIVERSITY, EQUITY & INCLUSION (DEI)

The City of Dubuque strives to be an equitable community of choice and prioritizes support to organizations that intentionally apply an equity lens to program access and inclusion. It is important that grantees can share examples of their commitment to welcoming and serving any and all Dubuque residents by presenting diverse and culturally aware experiences, representing diverse voices, and expanding access.

REVIEW PROCESS

Department Eligibility Review

Submitted applications are reviewed by staff for completion, eligibility, and adherence to published funding priorities and guidelines. New application information or subsequent application clarification submitted after a program deadline is not considered. Staff will also review an applicant’s record of compliance and good standing with City of Dubuque’s Office of Arts & Cultural Affairs. Applications or applicants determined by staff to be ineligible or incomplete will not move forward to panel review and are specifically denied any appeals process.

Competitive Panel Review

Eligible applications will be referred to a competitive review by a volunteer citizen panel of regional arts and culture professionals with appropriate expertise commensurate to the purpose of the grant program.

Funding Recommendations

Scoring and allocation recommendations are presented, reviewed, and voted upon by the Arts and Cultural Affairs Advisory Commission before advancing to Dubuque City Council for final approval.

Decision Notification

Applicants will be notified of Operating Support funding decisions via email by July 8, 2025. Applicants are notified of the status of their application whether they *are* or *are not* awarded funding. Applicants will be contacted if any additional information is required and are encouraged to refrain from contacting staff for application status updates until funding decisions are made.

Application Questions & Scoring Rubric

The Operating Support Program Scoring Rubric will be used by the panel to evaluate grant applications. Application questions are provided for reference only. Applicants must review and complete application requirements in the SlideRoom portal. Each section has criteria and corresponding point values to ensure a fair review process. The rubric is on a scale of 25 points.

Rating Criteria

- Programs & Services
- Management, Financial, & Strategic Planning
- Community Support
- Community Engagement & Inclusion
- Key Initiative(s) in FY26

ACKNOWLEDGEMENT

If awarded funding, the organization must acknowledge the City of Dubuque's support in appropriate communications pertaining to the grant. Recognition guidelines and logos are available for [on the City's website](#).

REPORTING

Applicants must submit a performance report within 60 days of the end of the funding cycle no later than August 31, 2026. Applicant agrees to retain all financial records, reporting documents, and all other records pertinent to the City of Dubuque grant program for a period of three calendar years beyond the contract.

ACCESSIBILITY AND QUESTIONS

We are committed to making our programs and services accessible to everyone. Please contact the Office of Arts & Cultural Affairs at (563) 690-6059 or bspurlin@cityofdubuque.org to request any accommodations, translation, interpretation, or other assistance you need in completing this process. The applicant is solely responsible for the content and timely submission of this grant.

SCORING RUBRIC

Programs & Services

Provide overview of the organization and the programs and services the organization offers, including:

- How do the programs and services fulfill and advance the organization's stated mission and vision, and uphold the organization's values? (5 Points)

5	3	1
Applicant demonstrates a record of programs and services that clearly advance the organization's vision, mission, and values. Community impact is strong.	Applicant offers average programming or services that relate to its mission and serve its community or target audience. Community impact is clear.	Applicant's programs and services are limited. It is unclear how they relate to mission, vision, and values. Community impact is unclear and/or inadequate.

Management Structure, Financial Health, & Strategic Plan

Describe management structure, its financial health, and strategic planning efforts. (5 Points)

5	3	1
Applicant demonstrates management practices that support and advance the organization's mission. Financial review indicates no potential concerns. Planning efforts reflect sustainability, growth, and includes regular review.	Applicant's management structure is identified but is unclear if it advances the organization's mission. Financial health is stable with some areas of concern. Planning efforts are minimal or out of date.	Applicant's management appears inconsistent or ineffectual in advancing the organization's mission. Applicant is in poor financial health or financial health cannot be determined. Long-term planning efforts are not evident.

Community Support

How does the community demonstrate support and investment in the applicant organization and its programs? (5 Points)

5	3	1
Applicant identifies specific and varied ways in which the community supports and invests in the organization.	Applicant has adequately described general community support.	Minimal evidence of community support or investment is indicated.

Community Engagement & Inclusion

Describe the organization's involvement within their community, including:

- Detailed description of the target audience that the organization currently serves. Be specific, including overall demographics and the number of people the organization serves each year (e.g. patrons, visitors, students)
- Current programmatic and community engagement activities which demonstrate how the organization proactively seeks to reach out and be inclusive of diverse persons and communities in the planning, design, and implementation of programs.
- Target audience the organization would like to serve in the future and why reaching them is a priority. Be specific about the target audience by including demographics.
- How the organization plans to proactively reach the identified target audience.

(5 Points)

5	3	1
Applicant demonstrates a record of community outreach and engagement activities that are connected to the mission. Organization seeks to reflect and be inclusive of the broader community through its programmatic activities.	Applicant demonstrates sporadic community outreach and engagement efforts and/or limited programmatic activities that reflect and include the broader community.	Applicant demonstrates weak or little community engagement. Programmatic activities do not reflect or include the broader community.

Key Initiative(s) in FY26

Describe how OS funding support will advance a strategic goal for the organization in FY26. (5 Points)

5	3	1
Applicant has a clear plan in place to utilize funds to achieve and or advance a strategic goal(s).	Applicant has an adequate plan in place to utilize funds to achieve and or advance a strategic goal(s).	Unclear how the grant funds will assist the applicant in achieving and or advancing a strategic goal(s).

FOR REFERENCE

CITY OF DUBUQUE ARTS AND CULTURE GOALS FROM THE ARTS AND CULTURE MASTER PLAN

1. **Economic Development:** Encouragement and support of arts and culture are not only quality of life issues, but also a serious economic development strategy. The contributions of the arts and artists are supported and leveraged for economic development, boosting the city's brand and aiding talent attraction and retention.
2. **Inclusivity:** Arts and culture in Dubuque promote inclusivity, diversity, harmony and understanding.
3. **Integration of Arts and Cultural Community into City Leadership:** The arts and cultural community – artists, performers, administrators, and so on – are fully integrated into the City's decision-making conversations. They are incorporated into economic development, planning, commercial, and education strategies. Leadership in these sectors communicate well with the arts community and vice-versa. In addition, the contributions of the arts and of artists to the city's prosperity are recognized.
4. **Opportunity and Accessibility:** Dubuque is a city with participatory cultural opportunities in all corners of the community. Barriers to participation, whether physical, intellectual, economic or other, are minimized or removed to encourage equitable opportunities for cultural engagement.
5. **Involvement and Participation:** Residents of Dubuque actively participate in the arts and culture. Arts and cultural entities and other sectors enable greater involvement and participation among Dubuque's citizens and visitors.
6. **Clear Policies and Strong Management:** Clear policies, guidelines and procedures enable governance of the city's arts and cultural sector and the municipality's involvement with it.

PRIORITIES AND STRATEGIES TOWARDS THE GOALS OF THE ARTS AND CULTURE MASTER PLAN

Priority A: Promote and support arts and culture as Dubuque's competitive edge.

- a. Establish multiple funding streams to support arts and cultural activity.
- b. Develop, attract and retain creative talent.
- c. Develop a regulatory or business incentive framework that promotes and protects Dubuque's arts and cultural assets.
- d. Undertake a strategic branding, marketing and communications campaign promoting awareness of Dubuque's arts and cultural community at home and in other markets and attracting participants from outside Dubuque.

Priority B: Boost capacity for arts and culture to thrive.

- a. Designate and empower an individual or entity to lead development of the cultural sector.
- b. Clarify roles, responsibilities and guidelines for the Arts and Cultural Affairs Advisory Commission to best leverage their energy and knowledge to the benefit of arts and culture in Dubuque.
- c. Establish a public art policy framework conducive to the arts and cultural activity.
- d. Facilitate communication and coordination among the arts and cultural sector.
- e. Right-size facilities to meet capacity needs for rehearsal, exhibition/performance, education and administration.
- f. Develop organizational and professional capacity.

Priority C: Foster engagement at all levels

- a. Deepen appreciation for arts and culture among the general public.
- b. Provide arts education opportunities to people of all ages, skill levels, and income levels.
- c. Increase availability and accessibility of arts and cultural offerings.
- d. Nurture individual artists, from student to amateur to professional.
- e. Stimulate volunteerism.
- f. Inspire and diversify leadership.

Priority D: Cultivate connections.

- a. Ensure arts and culture in Dubuque is inclusive and welcoming of people of all backgrounds and interests.
- b. Develop ties among the arts and the broader community, increasing visibility and relevance of arts and culture.
- c. Integrate leadership of the arts and cultural sector with leaders in other sectors of Dubuque by forging new relationships and strengthening existing ones between the arts and cultural sector and the business, public, non-profit and educational sectors.

Additional sub-strategies are outlined in the City of Dubuque Arts and Culture Master Plan at <https://www.cityofdubuque.org/DocumentCenter/View/36680/Master-Plan-Priorities-and-Strategies>

Additional documents for consideration when discussing how your organization advances the City of Dubuque's goals, priorities, and plans:

- City Council Goals and Priorities

- Imagine Dubuque Plan
- 50% by 2030 Community Climate Action and Resiliency Plan
- Equitable Poverty Reduction & Prevention Plan

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	March/April 2025 City News Newsletter
SUMMARY:	City Manager providing a copy of the March/April issue of the City News newsletter.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. March - April 2025 City News

City of Dubuque CITY NEWS

March/April 2025

Inside This Issue

2 | Battery Recycling Locations

Sustainable Dubuque
Grant Applications
Due March 15

City Awarded \$5.2 million
to Continue Lead Paint
Removal Efforts

Branching Out Dubuque:
Free Trees Available

3 | A Message from the City Manager: Partnerships

FY2026 Budget Public
Meetings: Provide Your Input!

4 | New Faces & Retirements

Events Calendar

Youth Climate Action Fund:
Call for Applications

Yard Waste/Food Scrap
Collection Resumes
March 31

Let's Be Social!



www.cityofdubuque.org

Get news and info by email or text:
Check out all the options at
www.cityofdubuque.org/notifyme

City News is produced by the City
of Dubuque Public Information
Office. Comments are welcome at
publicinfo@cityofdubuque.org
or 563-589-4151.

NOW HIRING SEASONAL POSITIONS

Summer jobs for ages 15 and up!

Now is the time to find your summer job! The City of Dubuque offers more than 250 summer and seasonal positions with the Recreation Division, Parks Division, City pools, Bunker Hill Golf Course, Port of Dubuque Marina, AmeriCorps, and Multicultural Family Center. A seasonal job with the City can be a great fit for many people:

- For high school students age 15 and up or college students on summer break, a seasonal job can provide on-the-job experience as well as the opportunity to make money.
- If you have little to no job experience, a summer job can help boost your resume for future employers.
- Seasonal jobs can also be a good way for retirees and other professionals or former professionals to earn extra income.

AVAILABLE POSITIONS INCLUDE:

- Lifeguard
- Playground leader
- Marina attendant
- Pool manager
- Pool cashier
- Pool laborer
- Concessions worker
- AmeriCorps member
- Bunker Hill clubhouse staff
- Groundskeeper
- Equipment operator
- Park ranger
- Forestry laborer
- Landscape crew member
- Park fee collector
- Tennis instructor



See job descriptions, hourly rates, and apply at
www.cityofdubuque.org/seasonaljobs or scan the QR code.



TAKE CHARGE

WATT TO DO WITH BATTERIES

BATTERY RECYCLING

The Dubuque Metropolitan Area Solid Waste Agency has placed special collection containers at the following locations to offer a convenient way to recycle batteries, tablets, phones, and cords.

- City of Dubuque Municipal Services Center, 925 Kerper Court
- Carnegie-Stout Public Library, 360 West 11th Street
- Dubuque County Library – Asbury Branch, 5290 Grand Meadow Drive

In addition to these locations, the Regional Collection Center located at the landfill accepts batteries and battery containing devices.

For more information, visit www.dmaswa.org/wastesearch or call 563-557-8220.



Free Trees Available!

The City, in partnership with Dubuque Trees Forever, was awarded a U.S. Forest Service grant for \$1.5 million to be used to plant thousands of trees over the next five years.

Residents interested in receiving one or more free trees are invited to check the eligibility area and fill out an interest form at www.cityofdubuque.org/branchingout or call 563-690-6038.

City Awarded Nearly \$5.2 Million to Continue Lead Paint Removal Efforts

Everyone deserves a safe and healthy home.

The U.S. Housing and Urban Development Department has awarded the City nearly \$5.2 million dollars to support the City's ongoing lead-based paint reduction program.

The Lead & Healthy Homes Program provides financial assistance, in the form of a three-year forgivable loan, to single-family and rental residential properties built before 1978. To be eligible, occupants must meet income guidelines and children under the age of six must reside at or visit the home. Properties that have previously participated in the program can still be eligible for additional grant funding.

The program addresses lead hazards and other environmental health and safety hazards, which may include moisture intrusion, allergens, contaminants, pests, carbon monoxide, radon, fall protection, security, and more.

If your house or apartment was built before 1978, you may have

lead paint in your home. Ask yourself: is the air in your home clean and healthy? Do your children have breathing problems, like asthma? Is there chipping or peeling paint in your home?

Program participants may qualify for up to \$30,000 for lead remediation plus an additional \$5,000 for other household hazards.

If you think you may have lead paint, or other hazards throughout your home, submit an interest form at www.cityofdubuque.org/healthyhomes and City staff will follow up with you. For questions, call 563-589-1724.



Sustainable Dubuque Grant Applications Due March 15

Sustainable Dubuque Community Grant applications are being accepted until March 15. Grants for up to \$2,500 are available to assist non-profits, businesses, clubs, organizations, and groups of passionate residents in implementing their ideas to make Dubuque a more sustainable place and to support community leadership in the Sustainable Dubuque initiative.

Grants may be awarded to any group or individuals to implement a project that helps to achieve the Sustainable Dubuque vision and includes a component of community education and/or engagement.



Review the grant guidelines, application form, and scoring rubric at www.cityofdubuque.org/sustainability or call 563-690-6038.



A Message from the CITY MANAGER

Michael C. Van Milligen

Partnerships are not a new concept for Dubuque. "Planning, Partnerships and People" have been the hallmark of success in this community for decades and some say they are the "secret sauce" for Dubuque's progress.

The following quote from Mayor Brad Cavanagh's presentation at the December 13, 2024, announcement by the University of Dubuque that they are opening an 800-student new medical school in downtown Dubuque, the John and Alice Butler School of Osteopathic Medicine, illustrates the success that these partnerships have enabled:

"With the Field of Dreams project, Chaplain Schmitt Island redevelopment, over 2,400 new housing units being proposed, numerous industrial expansion projects, redevelopment of the Central Avenue corridor, major expansion projects proposed by the Dubuque Museum of Art, the Dubuque Community Y, the National Mississippi River Museum and Aquarium, the Historic Millwork District projects, three new hotels under construction, the recent announcement by University of Dubuque of a major expansion of their aviation program, and now this, our region is experiencing a major renaissance. When, in the 1980s, they asked, 'Will the last person to leave Dubuque please turn out the lights,' could they have envisioned this 40 years later?"

I am convinced Dubuque has taken partnerships to a new level and is reaching "escape velocity" thanks to the strength and diversity of a variety of collaborations formed to foster growth and enhance quality of life.

What do I mean by "escape velocity?" When a rocket is launched, a tremendous amount of fuel (energy) is needed during the liftoff stage. As the rocket continues to climb and gain speed, it eventually breaches Earth's atmosphere and is no longer affected by gravity – it has reached escape velocity and advanced to the next stage of the mission.

I believe Dubuque is approaching the critical point where the community will no longer be affected by "gravitational" forces and is instead in control of its own destiny and ready for its continued evolution as an equitable community of choice.

I whole heartedly agree with the statement Mayor Cavanagh made at a Dubuque Area Chamber of Commerce event in December, when he said, "We are in the midst of a renaissance in the Tri-State region. We've got our foot on the gas, and we aren't looking back at this point."

Dubuque is experiencing a renaissance 40 years in the making, let's all go together on this awe-inspiring journey!

Fiscal Year 2026 Budget **Public Meetings**

The City's annual budget public input meetings provide an opportunity for residents and stakeholders to learn more about the recommended budget and share their input. Meetings are held at City Council Chambers, Historic Federal Building, 350 W. 6th Street. Public input is accepted after each department's presentation. Residents can also provide input at www.cityofdubuque.org/FY2026budget.

Schedule

The recommended budget materials will be available at www.cityofdubuque.org/FY2026budget in March, before budget meetings begin, and at the Reference Desk at the Carnegie-Stout Public Library at 360 W. 11th St. For more information, call 563-589-4398.

- **Tuesday, March 25, 6:30 p.m.**
Public hearing to establish maximum FY2026 Property Tax Levy
- **Monday, March 31, 6:30 p.m.**
FY2026 budget document presentation
- **Wednesday, April 2, 6:30 p.m.**
City Manager's Office, City Council, City Attorney's Office, City Clerk, Public Information Office, Human Resources
- **Thursday, April 3, 6:30 p.m.**
Health Services, Library, Airport, Office of Shared Prosperity & Neighborhood Support, Office of Equity and Human Rights, Finance
- **Tuesday, April 8, 6:30 p.m.**
Housing & Community Development, Purchase of Services, Planning Services, Economic Development
- **Wednesday, April 9, 6:30 p.m.**
Parks, Recreation, Grand River Center, Ice Center, Five Flags Civic Center
- **Thursday, April 10, 6:30 p.m.**
Emergency Management, Emergency Communications, Police, Fire
- **Tuesday, April 22, 6:30 p.m.**
Information Technology, Water, Water & Resource Recovery, Public Works
- **Thursday, April 24, 6:30 p.m.**
Community Impact, Transportation Services, Engineering
- **Monday, April 28, 6:30 p.m.**
Public Hearing to Adopt FY2026 Budget

New Faces & Retirements

New City Employees

Jared Ostwinkle	Police
Scott Smith	Transit
Nathan Dunker	Airport
Kannon Still	Airport
Kyle Feckler	Airport
Roberto Colorado	Public Works
Hector Hernandez-Gutierrez	Information Technology

Recent Retirees

Deb Stephenson	Library
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New Board/Commission Members

Arts and Cultural Affairs Advisory Commission:

David Barba
Gail Chavenelle
Aaron Hefel

Equity and Human Rights Commission:

DeLano Cain-Watson

Youth Climate Action Microgrants

CALL FOR APPLICATIONS

Microgrants of \$1,000 – \$5,000 are available for youth ages 15–24 to design and oversee climate action initiatives. From mobilizing tree-planting or public education campaigns to launching recycling or waste reduction initiatives to participating in preparedness programs, projects can vary in scope and must align with Dubuque's 50% by 2030 Climate Action Plan. Written applications may be submitted online by Tuesday, March 4, or Friday, March 28. Following each deadline, a selection committee will review applications and choose microgrant recipients.



Ideas can also be presented in person at Earth Tank, a Shark Tank-style event on March 4. All projects presented will be considered for microgrant funding. In addition, two projects will receive a cash prize: one chosen as the audience favorite and another selected for best aligning with Dubuque's Climate Action Plan.

Learn more and apply at sustainabledubuque.org/ycaf or call 563-845-8591 to discuss your climate action idea!

Calendar

March

- 3 City Council Meeting, 6:30 p.m.
- 17 City Council Meeting, 6:30 p.m.
- 25 Public hearing to establish maximum FY2026 Property Tax Levy, 6:30 p.m.
- 31 FY2026 Budget Document Presentation, 6:30 p.m.

April

- 2 FY2026 Budget Public Hearing #1, 6:30 p.m.
- 3 FY2026 Budget Public Hearing #2, 6:30 p.m.
- 7 City Council Meeting, 6:30 p.m.
- 8 FY2026 Budget Public Hearing #3, 6:30 p.m.
- 9 FY2026 Budget Public Hearing #4, 6:30 p.m.
- 10 FY2026 Budget Public Hearing #5, 6:30 p.m.
- 21 City Council Meeting, 6:30 p.m.
- 22 FY2026 Budget Public Hearing #6, 6:30 p.m.
- 24 FY2026 Budget Public Hearing #7, 6:30 p.m.
- 28 Final Hearing to Adopt FY2026 Budget, 6:30 p.m.

Unless otherwise noted, all meetings are held at City Council Chambers, Historic Federal Building, 350 W. 6th St.

The public has the option to view and participate in City Council meetings in person at City Council Chambers or virtually (see agenda for details). Meetings are aired live on CityChannel Dubuque (Mediacom cable channels 8 and 1172 and ImOn channel 5), streamed live and archived on the City's website at www.cityofdubuque.org/media, and streamed live on the City's Facebook page at www.facebook.com/cityofdubuque.

Yard Waste/Food Scraps Collection Resumes March 31

Regular yard waste and food scraps collection for current subscribers starts Monday, March 31. Customers have the following options for curbside collection of yard waste and food scraps (these items can be combined):

- 64-gallon City-issued cart – \$10/month
- Annual Yard Waste Decal – \$40
- Single-use yellow stickers for cans, bags, or bundles – \$1.50 each (or sold on sheets of five for \$7.50) Sold at most discount and hardware stores in Dubuque

Visit www.cityofdubuque.org/yardwaste for a complete list of retailers.



**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE:	Updated Handout - New Housing Creation
SUMMARY:	City Manager providing a copy of the updated handout on new housing units approved, under review, under construction, or recently completed in Dubuque.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Housing Incentives - New Units - Jan 27 2025

CREATING HOUSING OPPORTUNITIES

New Housing Units Approved,
Under Review, Under
Construction, or Completed

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

2,406 Total Lots/Units Proposed
as of January 27, 2025, including
392 Affordable Units

Residential Subdivision Lot Availability

Development	Location	Lots/Units Available	Use
North Grandview Estates	North Grandview/32nd Street	32 Lots/Units	Single-Family/Apartment
Rustic Point Estates #2	Derby Grange/Kennedy Roads	40 Units	Single-Family/Duplex
Sky Blue Estates*	Sky Blue Drive	4 Lots	Single-Family
Silver Oaks Subdivision	Elmwood/Silver Oaks Drive	127 Lots	Single-Family/Duplex
South Pointe Estates*	Rockdale Road/South Pointe Drive	37 Units	Single-Family/Duplex
Timber-Hyrst Estates	Creekwood Drive/Cherry Ridge	21 Lots	Single-Family/Duplex/Townhomes

*Subdivision has additional phases

TOTAL: 261

Residential Development - Under Review

Development	Location	# of Lots/Units	Use
Visitation/AHNI	900 Alta Vista Street	25 Units	Affordable Apartments
Carter Road Apartments	Carter Road	40 Units	Market-Rate Apartments
Union Park Place Apartments & Townhomes	North of NW Arterial	152 Units	Market-Rate Apts/Townhomes
Farley & Loetscher, LLC	801 Jackson Street	126 Units	Market-Rate Apartments
1701 Central Ave Apartments	1701 Central Avenue	4 Units	Market-Rate Apartments
35 Locust Street Apartments	35 Locust Street	81 Units	Market-Rate Apartments/Mixed Use
Iowa Street Lofts	1248 Iowa Street	17 Units	Market Rate Apartments
Millwork Flats	1065 Jackson Street	62 Units	Market-Rate Apartments
Plastic Center, Inc.	408 W. Fifth Street	9 Units	Market-Rate Apartments
Corridor DBQ	1527 Central Avenue	10 Units	Market-Rate Apartments

TOTAL: 526

Residential Subdivision - Under Construction

Development	Location	# of Units	Use
Switch Homes of Dubuque	End of Tiffany Court	84 Lots	Single-Family
South Pointe Phase 2	South Pointe Drive	21 Lots	Single-Family
		22 Units	Duplex

TOTAL: 127

ADDITIONAL DETAILS ON BACK

CONTINUED FROM PAGE 1

Residential Development - Approved			
Development	Location	# of Lots/Units	Use
The Stacks	Ice Harbor Drive	187 Units	Market-Rate Apartments
Habitat for Humanity	Wood Street	16 Units	Affordable Single-Family Homes
Fox Hills Apartments	End of Plaza Drive	390 Units	Market-Rate Apartments
South Point Rowhouse	Autumn Ridge	4 Units	Market-Rate Townhomes

TOTAL: 597

Multi-Family Development - Under Construction			
Development	Location	# of Units	Use
Carich Property LLC Apartments	1734-36 Central Avenue	8 Units	Affordable/Market-Rate Apartments
Cedar Lake Apartments	Lake Ridge Drive	42 Units	Market-Rate Apartments
HG Apt LLC Apartments	2901 Central Avenue	18 Units	Market-Rate Apartments
799 Main Street Apartments	799 Main Street	36 Units	Market-Rate Apartments
St. Anthony's School	2175 Rosedale Avenue	22 Units	Market-Rate Apartments
Callahan Apartments	Bies Drive	56 Units	Market-Rate Apartments
1706 Central Apartments	1706 Central Avenue	11 Units	Market-Rate Apartments
Emri Apartments	Radford Road	48 Units	Affordable Family Housing Apartments
Union at the Marina	1860 Hawthorne Street	201 Units	Affordable Family Housing

TOTAL: 442

Cooperative Community Development - Under Construction			
Development	Location	# of Units	Use
Estates of Dubuque	Barnwood Lane/Lasso Court	35 Units	Single-Family/Cooperative Community

TOTAL: 35

Residential Development - Completed/Constructed			
Development	Location	# of Units	Use
Gardens of Dubuque	1895 Radford Road	50 Units	Affordable Family Housing Apartment
Kretschmer Lofts	895 Washington Street	48 Units	Market-Rate Apartments
Roosevelt West	1865 Radford Road	44 Units	Affordable Senior Housing Apartment
Miller 4-Plex	3545 East Gate Court	4 Units	Market-Rate Apartments
Mount Carmel - Sisters of Charity Phase 1	1100 Carmel Drive	60 Units 46 Units 22 Units	Skilled Nursing Assisted Living Memory Care
Mount Carmel - Sisters of Charity Phase 2	1100 Carmel Drive	116 Units	Independent Living
Chadwick Block Apartments	249 W. 1st Street	4 Units	Market-Rate Apartments
Old Prescott School	1199 Central Avenue	12 Units	Market-Rate Apartments
1047 Bluff Street Apartments	1047 Bluff Street	2 Units	Market-Rate Apartments
1398 White Street Apartments	1398 White Street	2 Units	Market-Rate Apartments
South Pointe Rowhouses	Rolling Creek Lane	6 Units	Market-Rate Townhomes
744 Main Street	744 Main Street	2 Units	Market-Rate Apartments

TOTAL: 418

www.cityofdubuque.org/incentives



SCAN ME

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: First Amendment to Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank Fabrication, Inc.

SUMMARY: City Manager recommending City Council approval of the First Amendment to Development Agreement with City of Dubuque, Iowa, SJR Properties, L.C.C., and Universal Tank Fabrication, Inc.

RESOLUTION Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And SJR Properties, L.L.C., And Universal Tank & Fabrication, Inc.

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

ATTACHMENTS:

1. MVM Memo
2. MVM_First Amendment _ 01242025
3. First Amendment Resolution_ SJR Universal _ 01242025
4. 8025 Chavenelle Dr Development agreement amendment

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

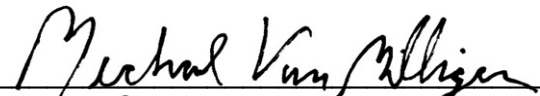
SUBJECT: First Amendment to Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank Fabrication, Inc.

DATE: January 29, 2025

Senior Counsel Barry Lindahl is recommending City Council approval of the First Amendment to Development Agreement with City of Dubuque, Iowa, SJR Properties, L.C.C., and Universal Tank Fabrication, Inc.

The Development Agreement provided for a closing date not later than December 31, 2024. The parties were not able to close on that date and therefore are requesting that the closing date be rescheduled as set forth in the attached First Amendment.

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
Barry Lindahl, Esq Senior Counsel

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

M E M O

To: Michael C. Van Milligen
City Manager

DATE: February 3, 2025

RE: First Amendment to Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank Fabrication, Inc.

On December 2, 2024, the City of Dubuque, Iowa, SJR Properties, L.L.C. and Universal Tank Fabrication, Inc. entered into a Development Agreement for the development for the following property:

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa according to the recorded plat thereof locally known as 8025 Chavenelle Road.

The Development Agreement provided for a closing date not later than December 31, 2024. The parties were not able to close on that date and therefore are requesting that the closing date be rescheduled as set forth in the attached First Amendment.

I recommend that the attached Resolution approving the First Amendment to Development Agreement by submitted to the City Council for consideration and adoption.

BAL:JLM

RESOLUTION NO. ____-25

APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND SJR PROPERTIES, L.L.C., AND UNIVERSAL TANK & FABRICATION, INC.

WHEREAS, the City of Dubuque (City), SJR Properties, L.L.C. (Developer), and Universal Tank Fabrication, Inc. (Employer), entered into a Development Agreement dated December 2, 2024; and

WHEREAS, City and Developer desire to amend the Development Agreement as set forth in the attached First Amendment to Development Agreement.

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

Section 1. The First Amendment to Development Agreement by and between the City of Dubuque, Iowa, SJR Properties, L.L.C. (Developer), and Universal Tank Fabrication, Inc. (Employer), copy of which is attached hereto, in hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the First Amendment to 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 First Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this _____ of January, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF DUBUQUE, IOWA,
SJR PROPERTIES, L.L.C.,
AND
UNIVERSAL TANK & FABRICATION, INC.**

This First Amendment to Development Agreement, dated for reference purposes the 21 day of JANUARY, 2025, is made and entered into by the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (the Urban Renewal Act), SJR Properties, L.L.C., and Iowa limited liability company with its principal place of business at Dubuque, Iowa (Developer), and Universal Tank & Fabrication, Inc., a Delaware corporation with its principle place of business in Dubuque, Iowa (Employer).

WHEREAS, City, Developer, and Employer entered into a Development Agreement dated December 2, 2024; and

WHEREAS, City, Developer, and Employer desire to amend the Development Agreement as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS AND COVENANTS CONTAINED HEREIN, CITY, DEVELOPER, AND EMPLOYER AGREE AS FOLLOWS:

Section 1. Section 1.4 of the Development Agreement is hereby amended to read as follows:

1.3 Closing. The closing shall take place on the Closing Date which shall be the 31st day of January, 2025, or other such 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. 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.

Section 2. Except as modified herein, the Development Agreement shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

SJR PROPERTIES, L.L.C.

By:  _____

**UNIVERSAL TANK & FABRICATION,
INC.**

By:  _____
Dan Davis, CEO

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE: Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condo, LLC

SUMMARY: City Manager recommending City Council approval of the attached Assignment of Development Agreement by and among Novelty Iron Landlord, LLC, GT Novelty, LLC and GT Novelty Condo, LLC.
RESOLUTION Approving An Assignment Of Development Agreement By Novelty Iron Landlord, LLC To GT Novelty, LLC And GT Novelty Condo, LLC

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

ATTACHMENTS:

1. MVM Memo
2. Novelty Assignment _ Memo _ 01292025
3. Novelty Assignment Resolution_01282025
4. Letter to Council re Assignment of Development Agreement
5. Assignment of Development Agreement

TO: The Honorable Mayor and City Council Members

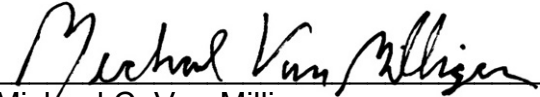
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condo, LLC

DATE: January 29, 2025

Senior Council Barry Lindahl is recommending City Council approval of the attached Assignment of Development Agreement by and among Novelty Iron Landlord, LLC, GT Novelty, LLC and GT Novelty Condo, LLC.

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
Barry Lindahl, Esq. Senior Counsel

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

M E M O

To: Michael C. Van Milligen
City Manager

DATE: February 3, 2025

RE: Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condo, LLC

Attached is a letter from Attorney Flint Drake requesting City Council approval of the attached Assignment of Development Agreement by and among Novelty Iron Landlord, LLC, GT Novelty, LLC and GT Novelty Condo, LLC.

Background

A Development Agreement was entered into in 2013 by and between the City of Dubuque and Warehouse Trust, LLC, now Novelty Iron Landlord, LLC, for the development of the Novelty Ironwork Building in the Millwork District (the Property). The Development Agreement Minimum Improvements required the construction of seventy-six market rate apartments and not less than 34,000 square feet of retail space. A Certificate of Completion for the Minimum Improvements was issued by the City in 2016.

The Development Agreement was amended a number of times for matters that are not relevant to the current request for approval of the Assignment.

The Property was placed in a condominium form of ownership in 2014, with 3 units:

- Unit 1 is the apartments
- Unit 2 is the commercial space
- Unit 3 is undeveloped and currently vacant

In 2022, Novelty Iron Landlord, LLC entered into a Purchase Agreement with Dubuque Hotel L.L.C. for the sale of the Property. A Sixth Amendment, approved by the City Council in 2022, provided that the condominium units would be amended to 2 units:

- Unit A includes the original apartments and retail space
- Unit B was to be improved as a hotel

The Development Agreement was also assigned by Novelty Iron Landlord, LLC to Hotel L.L.C. contingent on the closing on the Purchase Agreement.

An Eighth Amendment by the parties attempted to further revise the Purchase Agreement and Assignment. However, the parties were not able to close on the Purchase Agreement and as a result the Purchase Agreement and Assignment never took effect.

Purchase by GT Novelty, LLC

GT Novelty, LLC recently purchased Units 1 and 2 and GT Novelty Condo, LLC purchased Unit 3. They are now requesting City approval of the attached Assignment of Development Agreement by Novelty Iron Landlord, LLC to GT Novelty, LLC and GT Novelty Condo, LLC. GT Novelty Condo, LLC intends to request a revised Development Agreement with the City to allow Unit 3 to be constructed as condominium units.

Requested Action

I respectfully request that the Assignment of Development Agreement be submitted to the City Council for consideration and approval.

BAL:JLM

Attachments

cc: Crenna Brumwell, City Attorney
Flint Drake, Esq.

RESOLUTION NO. ____ - 25

APPROVING AN ASSIGNMENT OF DEVELOPMENT AGREEMENT BY NOVELTY IRON LANDLORD, LLC TO GT NOVELTY, LLC AND GT NOVELTY CONDO, LLC

WHEREAS, a Development Agreement was entered into in 2013 by and between the City of Dubuque and Warehouse Trust, LLC, now Novelty Iron Landlord, LLC, for the development of the Novelty Ironwork Building in the Millwork District (the Property); and

WHEREAS, GT Novelty, LLC and GT Novelty Condo, LLC recently purchased the Property and are now requesting City approval of the attached Assignment of Development Agreement; and

WHEREAS, the City Council finds that the Assignment of Development Agreement should be approved.

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

Section 1. The Assignment of Development Agreement is hereby approved.

Section 2. The City Manager is hereby authorized and directed to take such action as may be necessary to implement the Assignment of Development Agreement.

Passed, approved and adopted this ____ day of _____, 2025.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breitfelder



Drake Law Firm, P.C.
ATTORNEYS

D. Flint Drake*
fdrake@drakelawpc.com

300 Main Street, Suite 323
Dubuque, IA 52001

Samuel M. DeGree
sdegree@drakelawpc.com

Both admitted in Iowa
*Also admitted in Wisconsin

Telephone: (563) 582-2000
Facsimile: (563) 583-5225

January 29, 2025

City Council
City of Dubuque, Iowa
50 W. 13th St.
Dubuque, Iowa 52001

Re: Request for Council Approval of Assignment of Development Agreement

Dear Members of the City Council:

We represent GT Novelty, LLC and GT Novelty Condos, LLC in connection with, among other things, the acquisition of the Novelty Iron Works Building in Dubuque (the "Building"). GT Novelty, LLC has acquired Units 1 (apartments) and 2 (commercial space) in the Building and the parking lot. GT Novelty Condos, LLC has acquired Unit 3 (undeveloped and vacant space). As part of the acquisition the seller, Novelty Iron Landlord, LLC, agreed to assign its rights and obligations under the existing Development Agreement, as amended, to GT Novelty, LLC and GT Novelty Condos, LLC. The transaction has now closed. With this letter we request that the City Council consider and approve an assignment, in the form provided, of the existing Development Agreement, as amended, from Novelty Iron Landlord, LLC to GT Novelty, LLC and GT Novelty Condos, LLC. GT Novelty Condos, LLC plans to approach the city regarding a separate Development Agreement related to development of Unit 3.

If you have any questions, please do not hesitate to contact us. Thank you.

Best Regards,

DRAKE LAW FIRM, P.C.

By

Flint Drake

cc

Michael C. Van Milligen, City Manager
Crenna Brumwell, City Attorney
Barry Lindahl, Senior Counsel
Jill Connors, Economic Development Director

ASSIGNMENT OF DEVELOPMENT AGREEMENT

RE: Lot 2 of Lot 1 of CENTER CITY PLACE #2, in the City of Dubuque, Iowa, according to the recorded Plat thereof,

AND

Unit 1, Unit 2 and Unit 3 of NOVELTY IRON WORKS CONDOMINIUMS located on Lot 1 of Lot 1 of CENTER CITY PLACE #2, in the City of Dubuque, Iowa, according to Declaration of Submission to Horizontal Property Regime, Instrument #2014-2934 and the recorded Plat thereof;

This Assignment of Development Agreement is made effective on the date executed by the City of Dubuque, Iowa, by and between NOVELTY IRON LANDLORD, LLC ["Assignor"], and GT NOVELTY, LLC and GT NOVELTY CONDOS, LLC ["Assignees"].

RECITALS

- A. Assignor is the Developer under a Development Agreement with the City of Dubuque, Iowa ["City"] reflected in a Memorandum of Development Agreement filed March 11, 2014 as Instrument No. 2014-2311, as amended (the "Development Agreement");
- B. The Development Agreement specifies various rights and obligations of the Assignor and the City of Dubuque related to the development of the former Novelty Iron building located on the land described above, known locally as 333 E. 10th St., Dubuque, Iowa, 52001;
- C. Assignor desires to assign all of its interest in and to the Development Agreement to Assignees (to Assignee GT Novelty, LLC as to Units 1 and 2 and to GT Novelty Condos, LLC as to Unit 3) and Assignees desires to accept such assignment and agrees to be bound by the terms thereof;

- D. The assignment by Assignor to Assignee hereunder is permanent and complete and Assignor retains no rights under the Development Agreement whatsoever as of the date hereof, with the exception of rights to Economic Development Grant (tax increment financing) payments due for real taxes to be paid in March, 2025 and September, 2025. The Grant payments due to Developer in May and November, 2025 (the "Retained TIF Payments") shall be paid directly from City to Assignor. All such Grant payments due thereafter shall be paid to GT Novelty, LLC;
- E. The City of Dubuque, Iowa has authorized this Assignment in the Development Agreement as amended; and,
- E The parties desire to reduce this Assignment to writing.

THEREFORE, Assignor hereby assigns to Assignees the Development Agreement pursuant to the following terms and conditions:

1. Assignment. Assignor hereby assigns to Assignee GT Novelty, LLC as to Units 1 and 2, and to Assignee GT Novelty Condos, LLC as to Unit 3, and Assignees hereby accept from Assignor, this assignment of the Development Agreement, which assignment includes all rights and obligations of any sort whatsoever of Assignor thereunder such that, upon acceptance hereof by Assignees, Assignor shall have no right or interest whatsoever in and to the Development Agreement as of the date hereof with the exception of the Retained TIF Payments and Assignees shall carry out all obligations of, and be entitled to all rights of, Assignor thereunder.
2. Law/Binding Effect. This Assignment shall be governed by and construed in accordance with the laws of the State of Iowa. This Assignment shall be binding upon the parties hereto and their respective successors in interest and assigns. In the event of a breach of this Assignment the non-breaching party shall be entitled to all rights and remedies at law or equity and shall be entitled to recover reasonable attorneys' fees incurred due to the breach.
3. Affirmation. The parties hereby affirm the Development Agreement in all respects, except that hereafter the Developer thereunder shall be the Assignees; in all other respects, the Development Agreement shall remain in full force and effect according to its terms.

Novelty Iron Landlord, LLC

By: Sustainable Neighborhood Builders, Inc., Its Manager

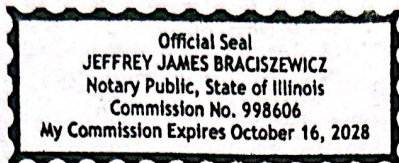
By: _____

2 | Page

John Stoltz, Managing Member

STATE OF IL)
COUNTY OF Cook) ss:

This instrument was acknowledged before me on 1-29-25, by John Stoltz, Managing Member of Sustainable Neighborhood Builders, Inc., manager of Novelty Iron Landlord, LLC.



Jeffrey Braciszewicz
Notary Public in and for
State of IL

GT Novelty, LLC

By: _____
Tom Kelzer, President

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

This instrument was acknowledged before me on _____, by Tom Kelzer, as President of GT Novelty, LLC.

Notary Public in and for
State of Iowa

GT Novelty Condos, LLC

By: _____
Tom Kelzer, President

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

This instrument was acknowledged before me on _____, by Tom Kelzer, as President of GT Novelty Condos, LLC.

Notary Public in and for
State of Iowa

City of Dubuque, Iowa
Consenting to the Assignment Herein

By: _____
Its _____

This instrument was acknowledged before me on _____, by
_____, as _____ of the City of Dubuque, Iowa.

Notary Public in and for
State of Iowa

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE:	Acceptance of Public Off-site Roadway and Utility Improvements at the Intersection of Seippel Road and Airborne Road Adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa
SUMMARY:	City Manager recommending City Council adopt the resolution accepting the public water main, sanitary sewer main, and turning lane improvement adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa. RESOLUTION Accepting Public Off-Site Roadway And Utility Improvements At The Intersection Of Seippel Road And Airborne Road Adjacent To Lot 1 Of Airborne Place, In The City Of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. 1 kt at as pub imp accept memo 3. 2 kt at as pub imp accept resolution 4. 3 2025-01-24 Airborne at Seippel Utilities and Roadway

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Acceptance of Public Off-site Roadway and Utility Improvements at the Intersection of Seippel Road and Airborne Road Adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa

DATE: January 28, 2025

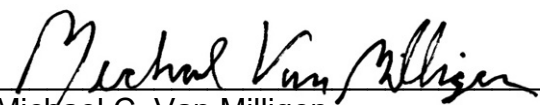
Per a Public Improvements Agreement between the City of Dubuque and Kwik Trip, Inc., approved by the City Council via Resolution 411-23, the developer was to construct water main, sanitary sewer main, and turning lane improvements on Airborne Road, all adjacent the future Kwik Trip Convenience Store/Gas Station site at the intersection of Airborne and Seippel.

The public sanitary sewer extension, water main extension, and turning lane improvements were recently completed by the owner as per the agreement. The new public improvements have been inspected and approved by Engineering Department staff. The City of Dubuque will own and maintain said water main, sanitary sewer main, and turning lane improvements as shown on the attached exhibit.

The owners have requested City's acceptance of the improvements adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa. Upon inspection by the City, it has been determined that the public improvements required by said agreement have been completed in accordance with plans approved by the City Staff and in conformance with City specifications.

City Engineer Gus Psihoyos is recommending City Council adopt the resolution accepting the public water main, sanitary sewer main, and turning lane improvement adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa.

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Acceptance of Public Off-site Roadway and Utility Improvements at the Intersection of Seippel Road and Airborne Road Adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa

DATE: January 15, 2025

INTRODUCTION

The enclosed material provides for City Council acceptance of public water main, sanitary sewer main, and turning lane improvements that the developer, Kwik Trip, Inc. has recently completed adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa. Said Lot 1 is the future Kwik Trip Convenience Store/Gas Station site at the intersection of Airborne and Seippel Road.

BACKGROUND

Per a Public Improvements Agreement between the City of Dubuque and Kwik Trip, Inc., approved by the City Council via Resolution 411-23, the developer was to construct water main, sanitary sewer main, and turning lane improvements on Airborne Road, all adjacent the future Kwik Trip Convenience Store/Gas Station site at the intersection of Airborne and Seippel.

The public sanitary sewer extension, water main extension, and turning lane improvements were recently completed by the owner as per the agreement. The new public improvements have been inspected and approved by Engineering Department staff. The City of Dubuque will own and maintain said water main, sanitary sewer main, and turning lane improvements as shown on the attached exhibit.

DISCUSSION

The Subdivision Ordinance requires that upon completion of all the required public improvements, the developer shall notify the City in writing of the completion of the improvements, requesting that the City either approve or reject the acceptance of the improvements, together with a statement of reasons for any rejection.

The owners have requested City's acceptance of the improvements adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa. Upon inspection by the City, it has been

determined that the public improvements required by said agreement have been completed in accordance with plans approved by the City Staff and in conformance with City specifications.

RECOMMENDATION

I would, therefore, recommend that the City Council accept the public improvements as described above.

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution accepting the public water main, sanitary sewer main, and turning lane improvement adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa.

Prepared by Nate Kieffer, PLS, PE

cc. Arielle Swift, Public Works Director
Christopher Lester, Water Department Director
Maxwell O'Brien, CE II

RESOLUTION NO. -25

ACCEPTING PUBLIC OFF-SITE ROADWAY AND UTILITY IMPROVEMENTS AT THE INTERSECTION OF SEIPPEL ROAD AND AIRBORNE ROAD ADJACENT TO LOT 1 OF AIRBORNE PLACE, IN THE CITY OF DUBUQUE, IOWA

Whereas, per a Public Improvements Agreement between the City of Dubuque and Kwik Trip, Inc., approved by the City Council via Resolution 411-23, the parties wished to set forth terms for the extension of certain public water main and sanitary sewer main utilities and the installation of turning lane improvements on Airborne Road, all adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa; and

Whereas, pursuant to said agreement, certain public improvements including public water main, sanitary sewer main, and turning lane, were installed by Kwik Trip, Inc.; and

Whereas, the improvements have been completed and the City Manager has examined the work and has filed a certificate stating that the same has been completed in accordance with the plans approved by the City Council and in conformance with City specifications, and has recommended that the improvements be accepted by the City Council.

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

Section 1. That the recommendation of the City Manager be approved and that said public water main, sanitary sewer main, and turning lane improvements on Airborne Road, all adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa, as shown on the attached Exhibit, be and the same are hereby accepted.

Section 2. That a maintenance guarantee covering said public improvements shall be provided by the owners, Kwik Trip, Inc., until February 3, 2027.

Passed, approved and adopted this 3rd day of February 2025.

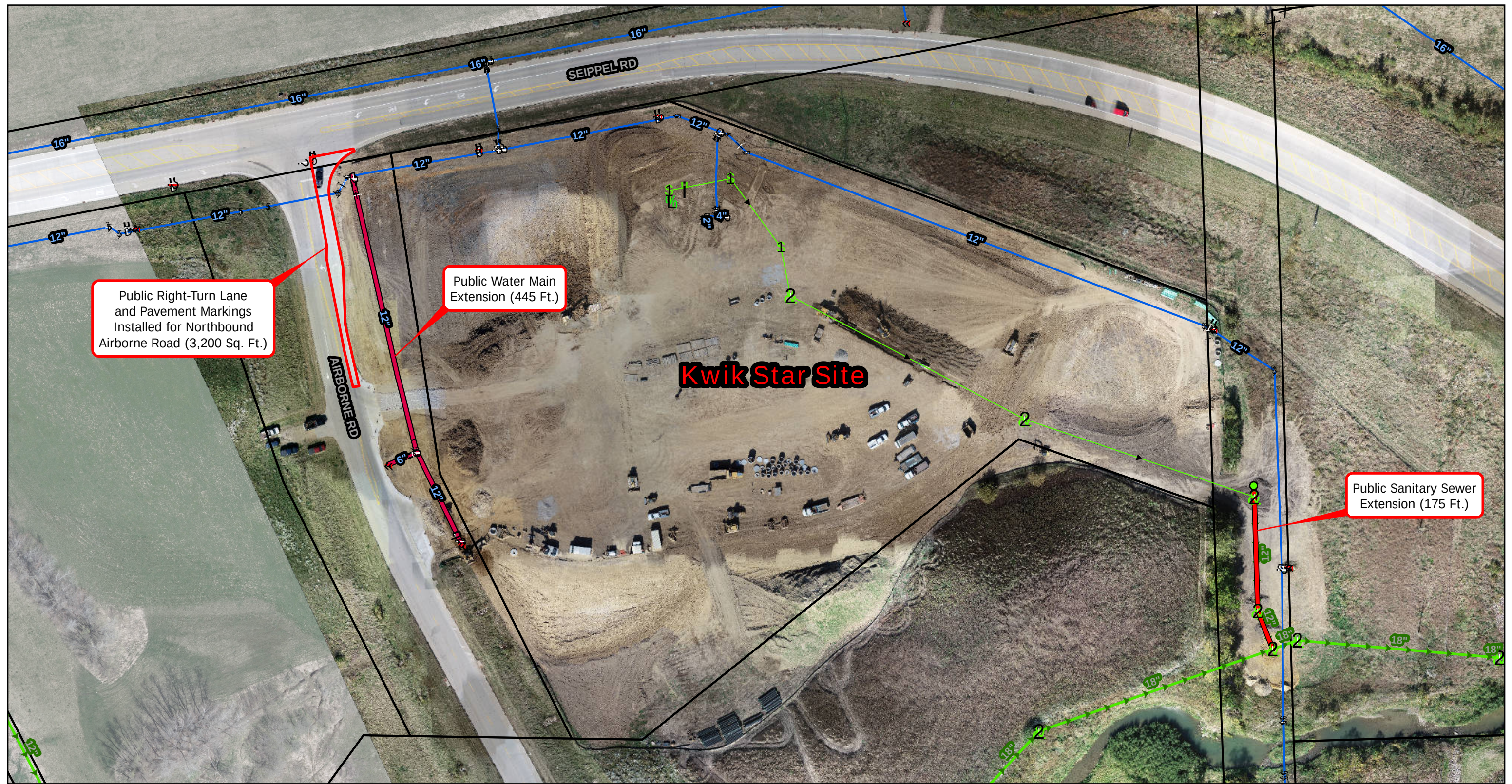
Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

Area Map

Improvements to be Dedicated to City of Dubuque



DISCLAIMER: This information was compiled using various data sources from third parties or maintained by the City of Dubuque (the City). By use of this information, the user acknowledges that, while the City utilizes the most current and accurate information available, the City does not warrant the accuracy or currency of the information or data contained therein. By use of this information, the user agrees the City is not responsible for the misuse or misinterpretation of any information displayed in this map and that the user will not hold the City liable for any loss, damage, or inconvenience caused as a result of reliance on the information.

17" x 11" Sheet
1 inch equals 100 feet
0 50 100
Feet

DRONE IMAGERY DATE: 10/03/2024

Map Prepared by: TWK
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: Acceptance of Certain Subdivision Improvements in North Grandview Estates No. 2, in the City of Dubuque, Iowa

SUMMARY: City Manager recommending City Council adopt a resolution accepting the public improvements in North Grandview Estates No. 2, except for storm water detention facilities and associated outfall pipes.
RESOLUTION Accepting Public Improvements In North Grandview Estates No. 2, In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. 1 nge imp accept memo
3. 2 nge imp accept resolution
4. 3 nge cc area map

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Acceptance of Certain Subdivision Improvements in North Grandview Estates No. 2, in the City of Dubuque, Iowa

DATE: January 28, 2025

As a condition of the subdivision plat approval through Resolution No. 308-06 and Resolution No. 8-21, the developer of in North Grandview Estates No. 2 was required to install certain public improvements including street paving with curb, sanitary sewer main, water main, storm sewers and catch basins, street lighting, fiber optic conduit, accessible sidewalk ramps, and storm water detention facilities and to dedicate said improvements to the City upon completion.

On January 27, 2025, the developer requested City's acceptance of the improvements in North Grandview Estates No. 2. Upon inspection by the City, it has been determined that the public improvements required by Resolution 308-06 and Resolution No. 8-21, except for storm water detention facilities and associated outfall pipes, have been completed in accordance with plans approved by the City Council and in conformance with City specifications.

City Engineer Gus Psihoyos is recommending City Council adopt a resolution accepting the public improvements, except for storm water detention facilities and associated outfall pipes, as described above. Maintenance guarantees for said public improvements shall be provided by the owners, Ehrlich Properties, LLC, for a period of two (2) years from the date of acceptance by City Council.

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: January 27, 2025

SUBJECT: Acceptance of Certain Subdivision Improvements in North Grandview Estates No. 2, in the City of Dubuque, Iowa

INTRODUCTION

The enclosed material provides for City Council acceptance of certain public improvements that the developer, Ehrlich Properties, LLC, has recently completed in in North Grandview Estates No. 2 subdivision.

BACKGROUND

As a condition of the subdivision plat approval through Resolution No. 308-06 and Resolution No. 8-21, the developer of in North Grandview Estates No. 2 was required to install certain public improvements including street paving with curb, sanitary sewer main, water main, storm sewers and catch basins, street lighting, fiber optic conduit, accessible sidewalk ramps, and storm water detention facilities and to dedicate said improvements to the City upon completion.

DISCUSSION

The Subdivision Ordinance requires that upon completion of all the required public improvements, the subdivider shall notify the City in writing of the completion of the improvements, requesting that the City either approve or reject the acceptance of the improvements, together with a statement of reasons for any rejection.

On January 27, 2025, the developer requested City's acceptance of the improvements in in North Grandview Estates No. 2. Upon inspection by the City, it has been determined that the public improvements required by Resolution 308-06 and Resolution No. 8-21, except for storm water detention facilities and associated outfall pipes, have been completed in accordance with plans approved by the City Council and in conformance with City specifications.

RECOMMENDATION

I would, therefore, recommend that the City Council accept the public improvements, except for storm water detention facilities and associated outfall pipes, as described above. Maintenance guarantees for said public improvements shall be provided by the

owners, Ehrlich Properties, LLC, for a period of two (2) years from the date of acceptance by City Council.

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution accepting certain public improvements in North Grandview Estates No. 2.

Prepared by Nate Kieffer, Land Surveyor

CC. Arielle Swift, Public Works Director
Chris Lester, Water Department Director
Carl Plumley, Water Distribution Maintenance Supervisor
Maxwell O'Brien, Civil Engineer II

RESOLUTION NO. -25

**ACCEPTING PUBLIC IMPROVEMENTS IN NORTH GRANDVIEW ESTATES NO. 2,
IN THE CITY OF DUBUQUE, IOWA**

Whereas, pursuant to Resolution 308-06 and Resolution 8-21, certain public improvements including street paving with curb, sanitary sewer main, water main, storm sewers and catch basins, street lighting, fiber optic conduit, accessible sidewalk ramps, and storm water detention facilities were installed by the developer of North Grandview Estates No. 2, in the City of Dubuque, Iowa; and

Whereas, the improvements, except for storm water detention facilities and associated outfall pipes, have been fully completed and the City Manager has examined the work and has filed a certificate stating that the same has been completed in accordance with the plans approved by the City Council and in conformance with City specifications, and has recommended that the improvements be accepted by the City Council.

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

Section 1. That the recommendation of the City Manager be approved and that said public improvements in North Grandview Estates No. 2, except for storm water detention facilities and associated outfall pipes, be and the same is hereby accepted.

Section 2. That a maintenance guarantee covering said public improvements shall be provided by the owners, Ehrlich Properties, LLC, for a period of two (2) years from the date of this resolution.

Passed, approved and adopted this ____ day of _____, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE: Bunker Hill Irrigation Replacement Phase 3 Project-Reject Bid

SUMMARY: City Manager recommending City Council reject the bid received for the Bunker Hill Irrigation Phase 3 Project.
RESOLUTION Rejection Of Competitive Bid Proposal For The Bunker Hill Irrigation Replacement Project Phase 3

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Bunker Hill Irrigation Replacement Phase 3 Project-Reject Bid

DATE: January 28, 2025

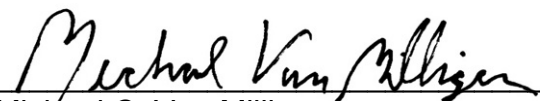
Leisure Services Director Marie Ware is recommending City Council reject the bid received for the Bunker Hill Irrigation Phase 3 Project.

The estimated cost provided by the consultant of the project was \$360,000. There was 1 bid received for the Bunker Hill Irrigation Phase 3 Project. Leibold Irrigation Inc. submitted a bid of \$520,000 which is substantially over the estimated project cost.

Recreation Division Manager, Dan Kroger is working with staff and the consultant to review the rejected bid to determine the best strategy moving forward. Currently there are 3 options being considered:

1. Determine where the breakdown was in estimate vs. bid, provide a revised estimate, find the funding and re-bid the project as currently structured with an enhanced effort on attracting additional vendors.
2. Determine the feasibility of creating more phases and bid out a new phase 3 based on a clear estimate fitting within current available budget.
3. Request additional funding through the capital request process in FY27.

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
Marie Ware, Leisure Services Director
(list continued on next page)

Dan Kroger, Recreation Division Manager
Andy Unrau, Golf Course Superintendent
Jenny Larson, Chief Financial Officer
Jason Lehman, Assistant City Attorney

TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Leisure Services Director
SUBJECT: Bunker Hill Irrigation Replacement Phase 3 Project-Reject Bid
DATE: January 28, 2025

INTRODUCTION

The enclosed resolution is in reference to the public bidding for the Bunker Hill Irrigation Phase 3 Project authorizing rejection of the bid.

BACKGROUND

At the November 4, 2024 meeting, the City Council approved to initiate the bid process for Phase 3 of the irrigation project. The estimated cost provided by the consultant of the project was \$360,000.

DISCUSSION

There was 1 bid received for the Bunker Hill Irrigation Phase 3 Project. Leibold Irrigation Inc. submitted a bid of \$520,000 which is substantially over the estimated project cost. The other “local” vendor Midwest Irrigation chose not to bid the project.

Recreation Division Manager, Dan Kroger is working with staff and the consultant to review the rejected bid to determine the best strategy moving forward. Currently there are 3 options being considered:

1. Determine where the breakdown was in estimate vs. bid, provide a revised estimate, find the funding and re-bid the project as currently structured with an enhanced effort on attracting additional vendors.
2. Determine the feasibility of creating more phases and bid out a new phase 3 based on a clear estimate fitting within current available budget.
3. Request additional funding through the capital request process in FY27.

RECOMMENDATION

I respectfully recommend rejecting the bid received for the Bunker Hill Irrigation Phase 3 Project.

Prepared by: Dan Kroger, Recreation Division Manager

cc: Andy Unrau, Golf Course Superintendent
 Jenny Larson, Chief Financial Officer
 Jason Lehman, Assistant City Attorney

RESOLUTION NO. ____-25

**REJECTION OF COMPETITIVE BID PROPOSAL FOR THE BUNKER HILL
IRRIGATION REPLACEMENT PROJECT PHASE 3**

Whereas, one (1) competitive sealed bid was submitted for the Bunker Hill Irrigation Phase 3 Project pursuant to Resolution No. 350-24 and Notice to Bidders published the City of Dubuque Website www.cityofdubuque.org/bids on the 5th day of November 2024; and

Whereas, the one (1) competitive sealed bid was opened and read on the 27th day of November 2024;

Whereas, the City Council has deemed it advisable to reject the one (1) competitive bid proposal for the Project.

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

Section 1. The one (1) competitive sealed bid proposal for the Bunker Hill Irrigation Phase 3 Project is hereby rejected.

Section 2. The Recreation Division Manager is authorized and instructed to return the bid deposit of the unsuccessful bidder for the Bunker Hil Irrigation Phase 3 Project.

Passed, adopted and approved this 3rd day of February, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE: Analysis of Impediments to Fair Housing

SUMMARY: City Manager recommending City Council adopt a resolution adopting the Analysis of Impediments to Fair Housing.
RESOLUTION Adopting The FY2025 Analysis Of Impediments To Fair Housing

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. Analysis of Impediments to Fair Housing
5. Analysis of Impediments to Fair Housing Goals and Actions

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

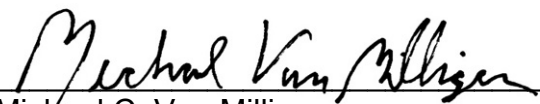
SUBJECT: Analysis of Impediments to Fair Housing

DATE: January 29, 2025

Housing & Community Development Director Alexis Steger is recommending City Council adopt a resolution adopting the Analysis of Impediments to Fair Housing.

The Final Analysis of Impediments was out for another 30-day public comment period from November 21, 2024 to January 2, 2025. The Community Development Advisory Commission held a public hearing for the Final Analysis of Impediments to Fair Housing on January 15, 2025. The Community Development Advisory Commission unanimously approved the Final Analysis of Impediments at the Public Hearing. Additionally, the Housing Commission reviewed the Final Analysis of Impediments again on January 28th and unanimously approved the City Council adopt the Analysis of Impediments.

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
Alexis Steger, Housing & Community Development Director
Gina Hodgson, Assisted Housing Supervisor
Anderson Sainci, Director of the Office of Shared Prosperity & Neighborhood Support
Dr. Gisella Aitken-Shadle, Chief of Equity and Human Rights

TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

DATE: January 28, 2025

RE: Analysis of Impediments to Fair Housing

INTRODUCTION

The Housing & Community Development Department is submitting the attached Analysis of Impediments to Fair Housing for the City Council to adopt at the February 3, 2025 meeting. This memo transmits a resolution to approve the Analysis of Impediments to Fair Housing.

BACKGROUND

An Analysis of Impediments to Fair Housing is required to be completed every 5-years in conjunction with the 5-year Community Development Block Grant (CDBG) Consolidated Plan as well as the 5-year Public Housing Authority Plan. The City of Dubuque last completed the Analysis of Impediments to Fair Housing in FY2020 and therefore, the city is required to complete an Analysis prior to FY 2026.

DISCUSSION

The Analysis of Impediments to Fair Housing is a report that is culminated through the analysis of census data, local data, community and staff input. MSA Professional Services was contracted to complete the Analysis. The Housing Commission reviewed the draft Analysis of Impediments to Fair Housing on October 22, 2024. Additionally, the draft Analysis of Impediments was out for a 30-day public comment period from October 17, 2024 to November 17, 2024. The Community Development Advisory Commission held a public hearing for the Draft Analysis of Impediments to Fair Housing on November 20, 2024.

The Final Analysis of Impediments was out for another 30-day public comment period from November 21, 2024 to January 2, 2025. The Community Development Advisory Commission held a public hearing for the Final Analysis of Impediments to Fair Housing on January 15, 2025. The Community Development Advisory Commission unanimously approved the Final Analysis of Impediments at the Public Hearing. Additionally, the Housing Commission reviewed the Final Analysis of Impediments again on January 28th and unanimously approved the City Council adopt the Analysis of Impediments.

The goals identified in the Analysis of Impediments to Fair Housing intentionally remain the same from 2020. They are:

1. Advance equity with fair housing advocacy, education, and enforcement
2. Implement local government policies that encourage equity and decrease disparate impacts.
3. Increase and promote safe, affordable housing.
4. Increase access to opportunity and the building of social capital.

Some key actions identified to further these goals:

- Continue working with landlords in Dubuque to educate them on the benefits and importance of Housing Choice Vouchers in order to expand the program throughout Dubuque.
- Look into partnering with schools or other organizations to provide more public activities, amenities, and programs to children in underserved parts of Dubuque.
- Implement policies to protect, maintain, and grow current affordable housing stock, including working with homeowners, landlords, and tenants.
- Use assessments from the Equitable Poverty Prevention Plan and any other relevant plans regarding the nonprofit services array and gaps to make necessary improvements that increase access to opportunity and coordinated entry.

The Analysis of Impediments to Fair Housing also reviews progress on past goals in the last analysis completed in FY2020 (Assessment of Past Goals, page 13). Overall,

- Four fair housing goals were established in FY2020.
- Of those goals, there has been solid progress made with 15 of the 18 actions. Two action steps from the goal “Increase access to opportunity and the building of social capital” and one from “Advance equity and fair housing advocacy, education, and enforcement” were not completed.
- The action step “Use assessments currently underway (Equitable Poverty Prevention Plan process and another group’s review) regarding the nonprofit services array and gaps to make necessary improvements that increase access to opportunity” was still deemed relevant and carried over to the 2025 goals and actions.

Progress made on the last Analysis of Impediments to Fair Housing largely resides with the Housing & Community Development Department’s pursuit of advancing equity with fair housing advocacy, education, and enforcement, increasing and promoting safe, affordable housing, and implementing local government policies that encourage equity and decrease disparate impacts.

RECOMMENDATION

I respectfully request the City Council approve the attached resolution adopting the Analysis of Impediments to Fair Housing.

Cc: Cori Burbach, Assistant City Manager
Crenna Brumwell, City Attorney
Alexis Steger, Housing & Community Development Director

Gina Hodgson, Assisted Housing Supervisor
Anderson Sainci, Director of the Office of Shared Prosperity & Neighborhood
Support
Dr. Gisella Aitken-Shadle, Chief of Equity and Human Rights

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RESOLUTION NO. ____2025

A RESOLUTION ADOPTING THE FY2025 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING.

Whereas, the U.S. Department of Housing and Urban Development requires an Analysis of Impediments to Fair Housing to be completed every 5-years in conjunction with the 5-year Community Development Block Grant (CDBG) Consolidated Plan as well as the 5-year Public Housing Authority Plan; and

Whereas, the draft Analysis of Impediments to Fair Housing was available for a 30-day public comment period from October 17, 2024 to November 17, 2024 and the final Analysis of Impediments to Fair Housing was available for a 30-day public comment period from November 21, 2024 to January 2, 2025; and

Whereas, the City of Dubuque has, through a series of public meetings and public hearings held on November 20, 2024 and January 15, 2025, finalized the Analysis of Impediments to Fair Housing; and

Whereas, the Community Development Advisory Commission and the Housing Commission reviewed the Analysis of Impediments to Fair Housing and recommended adoption of the Plan.

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

Section 1. The Analysis of Impediments to Fair Housing is hereby approved and adopted.

Section 2. The City Manager, or his designee of the City of Dubuque, is hereby authorized to direct staff to submit to the U.S. Department of Housing and Urban Development the Analysis of Impediments to Fair Housing in conjunction with the 5-year Community Development Block Grant (CDBG) Consolidated Plan as well as the 5-year Public Housing Authority Plan.

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk



Impediments to Fair Housing 2025 - 2030

Acknowledgements

The development of this AI was a collaborative effort involving numerous individuals who generously contributed their time, expertise, and insights on Fair Housing in the City of Dubuque.

Special Thanks To:

Residents of Dubuque

Community Partners who participated in Focus Groups

Housing Commission Members

Community Development Advisory Commission Members

Housing and Community Development

Office of Shared Prosperity and Neighborhood Support

Equity and Human Rights

Mayor Cavanagh

City Council

Prepared By:

MSA Professional Services, Inc.



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Executive Summary

This document outlines the Analysis of Impediments to Fair Housing Choice (AI) for the City of Dubuque, Iowa. The U.S. Department of Housing and Urban Development (HUD) requires an AI for communities that receive federal housing and community development funds. These funds come from the Community Development Block Grant (CDBG) program, which supports affordable housing, anti-poverty efforts, and infrastructure development. Dubuque must perform this analysis as part of their Five-Year CDBG Consolidated Plan. This is also required for Section 8 Housing Choice Voucher Program.

This Executive Summary highlights key findings from the 2025 Analysis of Impediments to housing and access to opportunities in Dubuque. It also proposes action items to overcome these obstacles. The AI consists of four main sections that include data, trends, maps, and analysis. Generally, the AI is structured to reflect on past conditions and efforts, examine the current environment, and anticipate future developments.

This Analysis of impediments aims to advance upon previous efforts made by the City through its comprehensive plan, Imagine Dubuque, which has already set forth strategies to expand affordable housing and improve the conditions of the aging housing stock. Additionally, the City's Equitable Poverty Prevention Plan provides best practice approaches to address poverty that impacts Dubuque's youngest and oldest residents, women, and communities of color the most. These plans, along with the 2019 Impediments to Fair Housing Plan set a stage for this AI to build from.

Along with the importance of previous plans, HUD's Fair Housing Planning Guide highlights the importance of public engagement. Community members possess the deepest understanding of their own community and input from over 450 Dubuque residents, gathered through focus groups and a community-wide survey, played a crucial role in the development of this AI. Their insights, along with data from the U.S. Census Bureau and other relevant sources, shaped the proposed five-year fair housing goals and actions.

The key barriers identified throughout this AI were as follows:

- Lack of available, affordable, quality housing.
- The Housing Choice Voucher Program is still not accepted city-wide; current locations of HCVs show higher usage in concentrated areas of poverty and older housing stock.
- Unequal access to opportunities and resources within Dubuque such as school quality, food, and transportation.
- More affordable childcare, activities, and programming.

The matrix below is to be used as a guide to help prioritize actions that should be taken to help address these barriers and continue to foster the growth and development of Dubuque in regard to fair housing and opportunities for all residents.

The Dubuque community has a history of coming together to address challenges collaboratively. By building on the foundation of Imagine Dubuque and aligning with the Equitable Poverty Prevention Plan, this analysis not only fulfills federal requirements but also supports the City of Dubuque in its mission to foster a more equitable, sustainable, and livable community for all its residents.

Proposed Fair Housing Plan

Goal #1: Advance equity with fair housing advocacy, education, and enforcement.		
Barrier	Action	Status (Upcoming, In Progress, On Hold, Complete)
Housing Choice Vouchers are not being protected as a source of income for many rental units and many landlords do not accept them. This limits where individuals and families are able to live and the type of housing available to them.	Continue working with landlords in Dubuque to educate them on the benefits and importance of Housing Choice Vouchers in order to expand the program throughout Dubuque.	
	Create more educational opportunities for first time homebuyers and renters on topics like financial literacy and home maintenance.	
	Enhance education and training for landlords through the Successful Property Maintenance course that the PHA presents regarding the Housing Choice Voucher Program.	
	Provide educational resources about pets in Housing Choice Voucher units.	

Goal #2: Implement local government policies that encourage equity and decrease disparate impacts.		
Barrier	Action	Status (Upcoming, In Progress, On Hold, Complete)
While childcare has grown over the past few years, there is still a need for more, affordable childcare and activities for children in Dubuque. (Noted in Focus Groups).	Look into partnering with schools or other organizations to provide more public activities, amenities, and programs to children in underserved parts of Dubuque.	
	Continue to grow affordable childcare and consider care for special needs children and children whose parents work the 2nd or 3rd shift.	

Goal #3: Increase and promote safe, affordable housing.		
Barrier	Action	Status (Upcoming, In Progress, On Hold, Complete)
Lack of quality, affordable housing stock.	Allocate more resources and work with Iowa Finance Authority (IFA) and other agencies to grow affordable housing development and provide incentives for developers to include affordable units in their projects.	
	Implement policies to protect, maintain, and grow current affordable housing stock, including working with homeowners, landlords, and tenants.	
	Investigate to ensure that current affordable housing is not at risk of being converted to higher-end units.	
Home ownership in Dubuque for non-white residents can be challenging as they tend to face more barriers such as denied loans, language barriers, and general lack of awareness of the materials and resources available to them.	Develop a policy for regular review of City administered lending practices for fair housing issues. Include, at a minimum, loans for home purchase, home improvement, and refinancing.	
	Consider creating an independent fair housing testing program to ascertain if prohibited discriminatory practices are occurring.	

	Ensure translations are available for all important documents and applications and easily accessible both online and in physical form.	
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Goal #4: Increase access to opportunity and the building of social capital.		
Barrier	Action	Status (Upcoming, In Progress, On Hold, Complete)
The nonprofit service array is confusing to consumers.	Use assessments from the Equitable Poverty Prevention Plan and any other relevant plans regarding the nonprofit services array and gaps to make necessary improvements that increase access to opportunity and coordinated entry.	
Unequal access to opportunities and resources such as food, quality education, and transportation.	Increase regional cooperation among service providers.	
	Consider community gardens or incentivize grocery store development within food-insecure neighborhoods of Dubuque.	
	Identify transportation gaps throughout Dubuque for those that may not have their own vehicles and rely on walking, biking, or public transportation.	

Introduction

This section provides the context for the Analysis of Impediments document with a brief overview of Fair Housing Law and the methodology used to develop this AI.

The City of Dubuque is the lead agency responsible for preparing the analysis (AI), the Community Development Block Grant (CDBG) 5-Year Consolidated Plan and subsequent Annual Action Plans. The City's Housing & Community Development Department (HCD) is responsible for managing CDBG activities, funding, and policies. The City contracted with MSA Professional Services to assist in the AI development. The U.S. Department of Housing and Urban Development (HUD) has not issued regulations defining the scope of analysis and the format to be used by CDBG grantees when they prepare their AIs.

HUD does provide a Fair Housing Planning Guide which includes a 'Suggested AI Format' which was used in the development of this report. Fair Housing Choice is equal opportunity housing. It is the right of all people to obtain housing, of their choice, without discrimination. To complement this, Title VIII of the United States Civil Rights Act of 1968, more commonly known as the Fair Housing Act (FHA), was passed by Congress to prohibit discrimination concerning the sale, rental and financing of housing based on race, religion, national origin, gender, or sexual orientation. The FHA was amended in 1988 to provide stronger penalties, establish an administrative enforcement mechanism and to expand its coverage to prohibit discrimination because of familial status and disability.

"Impediments to fair housing choice" is anything that impedes equal opportunity housing, the ability of individuals and families to have the information, opportunity, and option to live where they choose without unlawful discrimination and other barriers related to race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, or disability. Impediments to fair housing choice encompasses:

1. Actual choice, which is the existence of realistic housing options;
2. Protected choice, which is housing that can be accessed without discrimination; and
3. Enabled choice, which is the realistic access to sufficient information regarding options so that any choice is informed. For persons with disabilities, fair housing choice and access to opportunity include access to accessible housing and housing in the most integrated setting appropriate to an individual's needs as required under Federal civil rights law, including disability-related services that an individual needs to live in such housing.

The Fair Housing Act

The Fair Housing Act safeguards certain groups from discrimination in securing and keeping housing. This law covers the rental or sale of residential units, with exceptions for single-family homes (provided the owner has no more than three such homes) and buildings with up to four units where one unit is owner-occupied

Discrimination based on the following characteristics is prohibited under the act:

- Race
- Color
- Religion
- National Origin
- Sex (including sexual orientation and gender identity)
- Familial Status
- Disability

HUD generally defines impediments to fair housing to include acts or omissions in three categories:

1. Actions which constitute violations or potential violations of the Fair Housing Act;
2. Actions which are counter-productive to fair housing choice such as resistance to the introduction of minority, immigrant, disabled, or low-income populations into a community;
3. Actions which have the effect of restricting housing opportunities on the basis of protected class membership.

As an entitlement city that receives a direct allocation from HUD, the City must also certify that it completes required actions to affirmatively further fair housing. These actions entail:

- Analyzing and eliminating housing discrimination within the City's jurisdiction;
- Promoting fair housing choice for all persons;
- Creating opportunities for diverse racial and ethnic groups to live in inclusive housing communities;
- Promoting housing that is physically accessible to persons with disabilities; and
- Fostering compliance with the nondiscrimination provisions of the FHA.

There are two types of discrimination:

- Intentional discrimination against a protected class; and
- Disparate impact, practices not necessarily intended to discriminate but that have a disproportionately adverse effect on a protected class.

AI Methodology

The AI development process involved looking at a variety of data sources related to housing and persons who are in protected classes under civil rights law. The U.S. Census Bureau's American Community Survey 5-year estimates (2018-2022) is the primary dataset used consistently throughout the AI unless noted as unavailable or where other reliable data sources were utilized. Data was collected and evaluated through a mixed-method approach:

1. Primary Research – the collection and analysis of raw data that did not previously exist;
2. Secondary Research – the review of existing data and studies;
3. Quantitative Analysis – the evaluation of objective, measurable, and numerical data;
4. Qualitative Analysis – the evaluation and assessment of subjective data such as people's beliefs, feelings, attitudes, opinions, and experiences

Community Participation

HUD encourages meaningful citizen participation in the AI development process. This section outlines Dubuque’s initiatives to involve the community in addressing barriers to fair housing.

- Methodology
- Participants
- Summary of Input and Potential Solutions

Methodology

A variety of engagement methods were used to obtain information for the AI, including focus groups, a community-wide survey, and other public meetings.

Participants

Focus Groups

Four focus groups were held to collect input from groups of residents and professionals with specific backgrounds and unique perspectives on fair housing impediments. In most cases, the City worked with local agencies and organizations to host and promote the focus groups to respective members or clients. The core community engagement guide for focus groups, stakeholder interviews, and survey questions may be found in the Appendix to this study.

Groups engaged

It was important to engage the following groups to get a diverse range of input from those with a vested interest in the topic:

- Homeless Advisory Coalition
 - Friends of the Family
 - CSEI – Community Solutions of Eastern Iowa
 - Rescue Mission
 - Almost Home
 - St. Vincent DePaul
 - Crescent Community Health Center
 - Four Oaks
 - Hillcrest Path
 - Iowa Works
 - Almost Home
 - Opening Doors
 - Operation Empower
 - Dubuque Veterans
 - Dubuque Food Pantry
 - Dubuque County Public Health

- Fountain of Youth
- DCSD School Staff
- Project Hope
 - Community Foundation of Greater Dubuque
 - ECIA – East Central Intergovernmental Association
 - GDDC – Greater Dubuque Development Corporation

Focus Groups Input Themes

The focus group participants provided invaluable input. Barriers to fair housing choice shared were a wide and deep range, from affordability to living wages, the need for job search assistance, and the lack of permanent supportive housing as well as the following topics were discussed:

- Challenges with Landlords:
 - Reluctance to Take Risks:
 - Individuals with limited rental history,
 - Those with poor or no credit,
 - Funding to maintain properties.
 - Non-Acceptance of Vouchers
- The cost to rent or buy is too high for many.
- Multigenerational households are not understood.
- Cultural and communication barriers.
- More educational opportunities for house buyers, renters, and landlords.
- More expansive public transportation throughout Dubuque.

Survey

The City of Dubuque implemented the Housing and Community Development Survey, which asked residents a variety of questions ranging from what they believed the needs of the community were, to what major barriers make housing difficult in the City.

Four hundred and fifty one people took the Housing and Community Development Survey provided by the City of Dubuque. Of those 451, 76% said that they believe that some services are less available or accessible to some people in the community.

Key Themes from Survey

- More shelter/housing.
- More jobs and higher wages.
- More access and availability of childcare, healthcare for children, and programming for children.

- Better food access/security.

Top Barriers to Access:

- Income level
- Physical Ability
- Brain Health
- Age
- Race

Abused and neglected children were also seen as a major concern by 62% of survey respondents, although there was no data to support this as an active problem in Dubuque.

It should be noted that the key themes taken from the Focus Groups and Survey may not match those identified in this AI due to them being based on opinion and personal experience as opposed to data collection and analysis.

Assessment of Past Goals

This section examines Dubuque’s past goals and the actions taken:

- Four fair housing goals were established in FY2020.
- Of those goals, there has been progress with respect to three action steps. Two action steps from the goal “Increase access to opportunity and the building of social capital” and one from “Advance equity and fair housing advocacy, education, and enforcement” were not completed.
- The action step “Use assessments currently underway (Equitable Poverty Prevention Plan process and another group’s review) regarding the nonprofit services array and gaps to make necessary improvements that increase access to opportunity” was still deemed relevant and carried over to the 2025 goals and actions.

FY2020 Fair Housing Goals: Progress & Action

Action	Success or Completed Steps
Goal: Advance equity with fair housing advocacy, education, and enforcement.	
Continue obtaining accurate Housing Choice Voucher data from landlords as to the number of units, location of units, vacancies, and denials of rental applications; identify landlords unwilling to accept HCVs and conduct targeted outreach and education.	Data collected on ~90% (10,601 units) of licensed rental units indicates approximately 32% (3,386 units) of landlords would consider renting to an HCV tenant if there was a vacancy.
Publish HCV program information, particularly vacancies, in real time via a website	The Vacant Unit Listing is updated on the City's Website weekly (every Tuesday) once property owners notify the City of vacancy. On that same page, other resources are listed that may have units listed to aid in the search for a rental unit. Collect voucher acceptance & vacancy data for every licensed rental property in the city. https://cityofdubuque.org/726/Housing-Choice-Voucher-Section-8
Implement communication and trust-building activities for landlords and HCV program participants such as “Meet and Lease” events or other national promising approaches	The City of Dubuque has increased landlord education about the HCV program as well as created a landlord education video to be shared among that specific group to clarify how HCV benefits the entire community. PHA also implemented a new, easier to use software that aids owners and tenants in communication and document transmittal. The City of Dubuque meets monthly with the Landlord Association to further connection and collaboration efforts. FY24 was focused on recruitment of landlord participation through the Successful Property Maintenance Course and through the networking of individuals through the Landlord Association

Assess Human Rights Commission and support capacity building efforts, including publication of a strategic plan	Action not taken.
Review the inventory of fair housing education materials (e.g., fact sheets), and update to reflect the languages spoken in the community and what community members say they most want and need	Efforts continue to translate all necessary documents into Spanish and Marshallese to break down communication barriers and allow easier accessibility to programs and information for the entire community. PHA is focusing efforts on translation services and interpreter needs and accessibility. Assessed & revised our HCV general forms for readability and adapted them all to a 6-7th grade level. PHA is also working on reducing our applications/forms of asking for unneeded information in order to make the processes less burdensome on participants. Efforts increased to create more social media presence to engage the community through education and awareness. A landlord education video was released in Spring of 2022. City staff are also researching the potential benefits of offering a tenant education course and other ways to lessen the burden of moving and unit damage.
Establish an external fair housing testing program for residential, accessibility, sales and lending or insurance discrimination to identify the problems members of protected classes face when seeking housing in Dubuque.	Grant awarded to Iowa Legal Aid to create testing program.

Actions	Successes or Completed Actions
Goal: Increase and promote safe, affordable housing.	
Continue implementation of the Imagine Dubuque strategies, and the City Housing and Community Development Department's efforts to affirmatively further fair housing through licensing and tiered inspections, making decisions more transparent	Inspections cycle has been reduced to <4 years between routine inspections and Council recently approved moving to a 2-year license and inspection cycle with the ability for properties in good standing to self-certify code compliance every other cycle.
To build community trust, publish short (e.g., one pagers or data dashboard if possible) updates regarding the increase in safe, affordable housing	Adoption of the 2016 International Property Maintenance Code to hold units to a higher standard with the goal of providing quality, healthy, and safe environments for citizens to choose to live in. Code enforcement policies structured to give more attention to properties & owners that persistently fail inspections. Proactively address nuisance property owners through more frequent inspections, better maintenance, and safer units.
The City Council should take any and all appropriate action to protect the residents in mobile home communities. This protection may come in the form of	Application submitted for the PRICE Grant.

an ordinance or other action that promotes safe, affordable housing for the over 800 Dubuque residents who live in mobile homes	
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Action	Successes or Completed Actions
Goal: Implement local government policies that encourage equity and decrease disparate impacts.	
Audit the background check process required by local Ordinance for disparate impact.	Audited background check process from local ordinance requirements. City runs free background checks for landlords on prospective tenants for the HCV program. Arrest records were removed from the landlord background checks provided by the city – reviewed in April 2021 to ensure compliance with new forms.
Implement quarterly review of eviction data to evaluate for disparate impact.	Implement quarterly review of eviction data for disparate impacts. (We are unable to track this data due to lack of capability in the County Offices to support reporting. We continue to work with individuals and complaints about wrongful evictions.)
Educate regarding the impact of the state's minimum wage and conduct activities to increase wages.	See the 23-24 Annual Report from Greater Dubuque Development Corporation. https://www.greaterdubuque.org/pdfs/23-24_Annual_Report_final_for_web.pdf
Continue exploring a Source of Income Ordinance.	Continue efforts of re-branding the HCV Program adopted by City Council as an alternative to a Source of Income Ordinance–In fiscal year 2020 the city focused on researching ways to incentivize landlords to accept HCV Program vouchers. We are still implementing efforts to increase landlord education surrounding the HCV program, a landlord education video was released in Spring of 2022. Despite efforts to promote landlord incentives in fiscal year 2021, we learned that they were not successful in increasing landlord participation. Fiscal year 2023 will focus more on the landlord/PHA communication to ensure those landlords that do participate in the HCV program continue to accept vouchers. Fiscal Year 2024 aims to enhance education and training for landlords through the Successful Property Maintenance course that the PHA presents regarding the HCV Program.
Evaluate the potential for including childcare proximity into housing development proposals and assess the feasibility of a local subsidy to support	See the 23-24 Annual Report from Greater Dubuque Development Corporation.

childcare and/or preschool accessibility, affordability, and quality.	https://www.greaterdubuque.org/pdfs/23-24_Annual_Report_final_for_web.pdf
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Action	Successes or Completed Actions
Goal: Increase access to opportunity and the building of social capital.	
Assess, develop, and implement metrics and strategies to reduce the Gender Wage Gap.	See the 23-24 Annual Report from Greater Dubuque Development Corporation. https://www.greaterdubuque.org/pdfs/23-24_Annual_Report_final_for_web.pdf
Increase community awareness about the impact of poverty and toxic stress on the brain; develop measurable equity and inclusion metrics.	OSPNS working to automate and visualize EPRPP data in a way that is accessible to the public.
Evaluate disparities in arrest rates by race and detail metrics and actions to decrease racially disproportionate arrest rates.	Action not taken.
Use assessments currently underway (Equitable Poverty Prevention Plan process and another group's review) regarding the nonprofit services array and gaps to make necessary improvements that increase access to opportunity.	Action not taken.
Assess the need for public transit to Northeast Iowa Community College programs in Peosta and make improvements as indicated	See the 23-24 Annual Report from Greater Dubuque Development Corporation. https://www.greaterdubuque.org/pdfs/23-24_Annual_Report_final_for_web.pdf

Fair Housing Activities

This section describes the City's fair housing activities and provides suggested ways to strengthen fair housing in Dubuque. The list below are the five areas of focus related to discrimination or acts deemed unfair that have taken place over the past 5 years within the City of Dubuque regarding housing.

- Fair Housing Complaints
- Lawsuits
- Inspections
- Resources/Materials
- Fair Housing Initiative Program

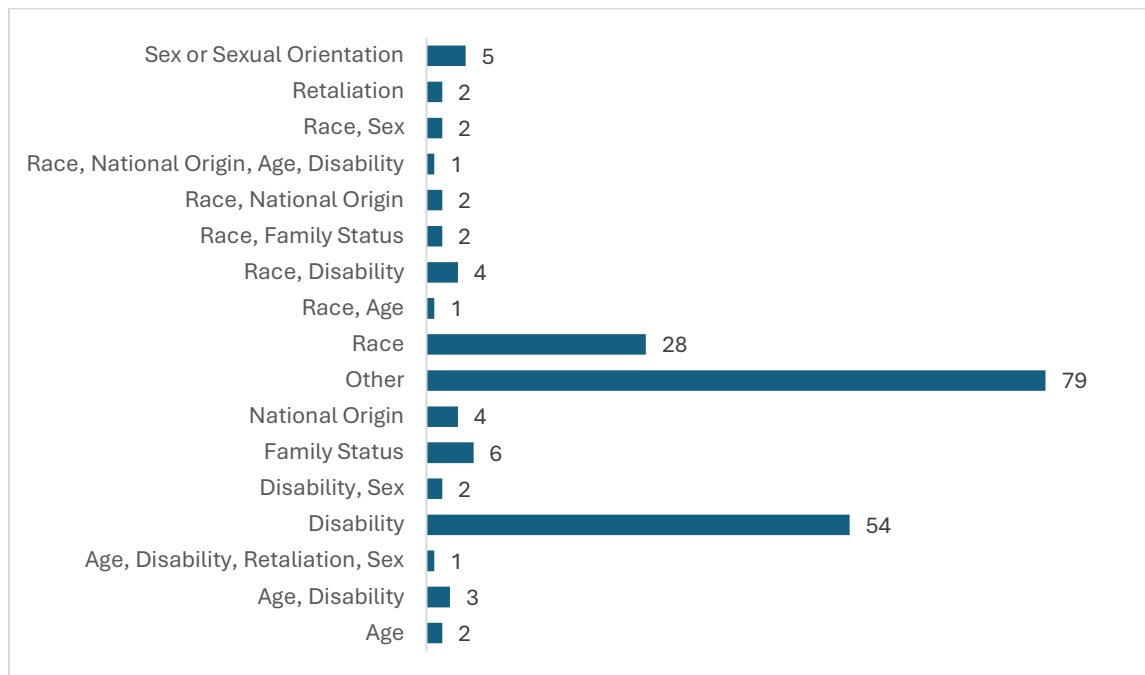
Under Iowa law, a city with a population of twenty-nine thousand, or greater, must maintain an independent local civil rights agency or commission. As a qualifying community, the City of Dubuque's Human Rights Commission (HRC), is comprised of 9 members appointed by the City Council for 3-year terms, holds the powers and duties that are detailed in Title 8 Dubuque Code of Ordinance. The City's fair housing ordinances comply with the Iowa Civil Rights Act (ICRA) provisions, per Section 8-2-12.

The City of Dubuque's Equity & Human Rights Department (HRD) reports to HUD, staffs the Human Rights Commission, and is responsible for enforcing City ordinances that include fair housing reports and complaints. The HRD forwards formal complaints to the Dubuque City Attorney's Office for investigation. The HRC sees its role as one of education with the City Attorney's Office providing investigation and enforcement.

Fair Housing Complaints

The department of Equity & Human Rights for the City of Dubuque has received 198 discriminatory complaints or inquiries about rights related to housing since 2019:

Figure 1: Fair Housing Complaints Since 2019.



Source: The City of Dubuque

The top three complaints received were based on disability, race, and “other”. The category “other” is generally used for inquiries about their rights rather than claims of discrimination based on a specific type of discrimination.

Lawsuits

Table 1: Lawsuits Filed Related to Fair Housing.

Date Filed	Area	Basis	Department	Outcome
ICRC				
10/12/2020	Housing and Retaliation	Race, Skin Color, National Origin, Sex, Disability, Religion, Familial Status, Retaliation	Housing	Administrative Closure
10/16/2020	Housing	Reasonable Accommodation and Disability	Housing	No Probable Cause
9/24/2021	Housing	Reasonable Accommodation and Disability	Housing	No Probable Cause

1/15/2023	Public Accommodation and Housing	Retaliation, Race, Skin Color	Housing	Administrative Closure
5/3/2024	Housing	Reasonable Accommodation and Disability	Housing	Pending
9/10/2024	Housing	Race	Housing	Pending
HUD				
7/8/2022	Housing	Reasonable Accommodation and Disability	Housing	Pending

Source: The City of Dubuque

Housing Inspections

The City of Dubuque adopts the International Property Maintenance Code (IPMC) along with local amendments and policies related to rental licensing and inspections which includes a tiered inspection policy. The IPMC has a new edition published by the International Code Council (ICC) every three years and the City currently adopts the 2021 version of the IPMC.

Currently (2024), inspections are being conducted on an approximate 4-year cycle. Beginning in 2025, rental licensing periods will be changed from an annual license to a biennial license and there will be an inspection required in each licensing period, so every two years, however properties in good standing will have the opportunity to self-certify code compliance every other cycle.

Fair Housing Resources/Materials

The City of Dubuque's website hosts a comprehensive collection of materials and resources for the City's Housing Programs. Currently, the City offers four types of housing programs: Housing Choice Voucher/Section 8, Home Improvement, Homebuyer, and Security Deposit Assistance. Applications for the Housing Choice Voucher Program/Section 8 and Security Deposit Assistance Program are available in both English and Spanish, along with staff contact information.

[Housing Programs | Dubuque, IA - Official Website](#)

[Equity & Human Rights | Dubuque, IA - Official Website](#)

Fair Housing Initiative Program

The City of Dubuque ended mandatory Fair Housing Training in 2021, as the program was terminated at that time. It continued Fair Housing Training in the housing department through a focus on it once a year.

Demographic Data

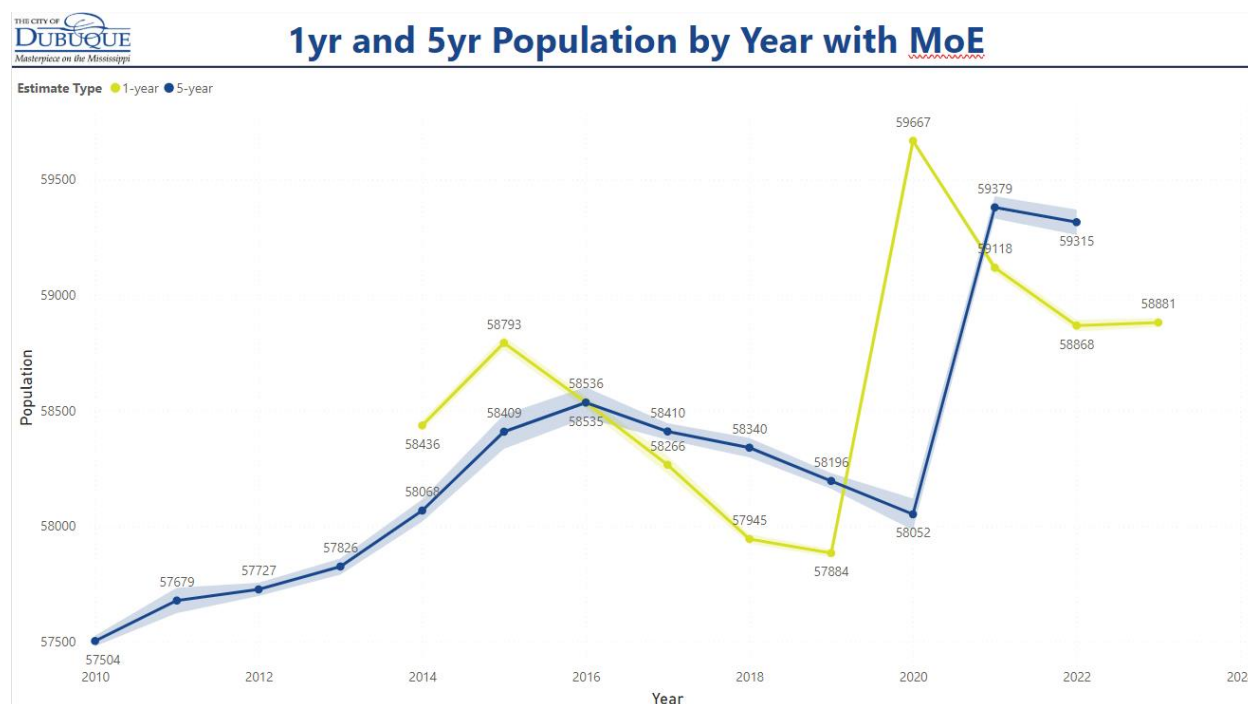
This section provides a look at demographics trends and analyzes the interplay between demographics and housing,

- Population
- Age
- National Origin
- Familial Status
- Other Vulnerable Populations
- Educational Attainment
- Race and Ethnicity
- Sex
- Persons With Limited English Proficiency
- Disability
- Poverty
- Employment

Population Trends

Since 2019, Dubuque has seen an increase in population. In 2021, the population of Dubuque rose to a high of 59,379 and over the past two years decreased by .08%.

Figure 2: City of Dubuque Population.



Source: 2014-2019, 2021-2023. 1-year ACS Supplemental Estimates.

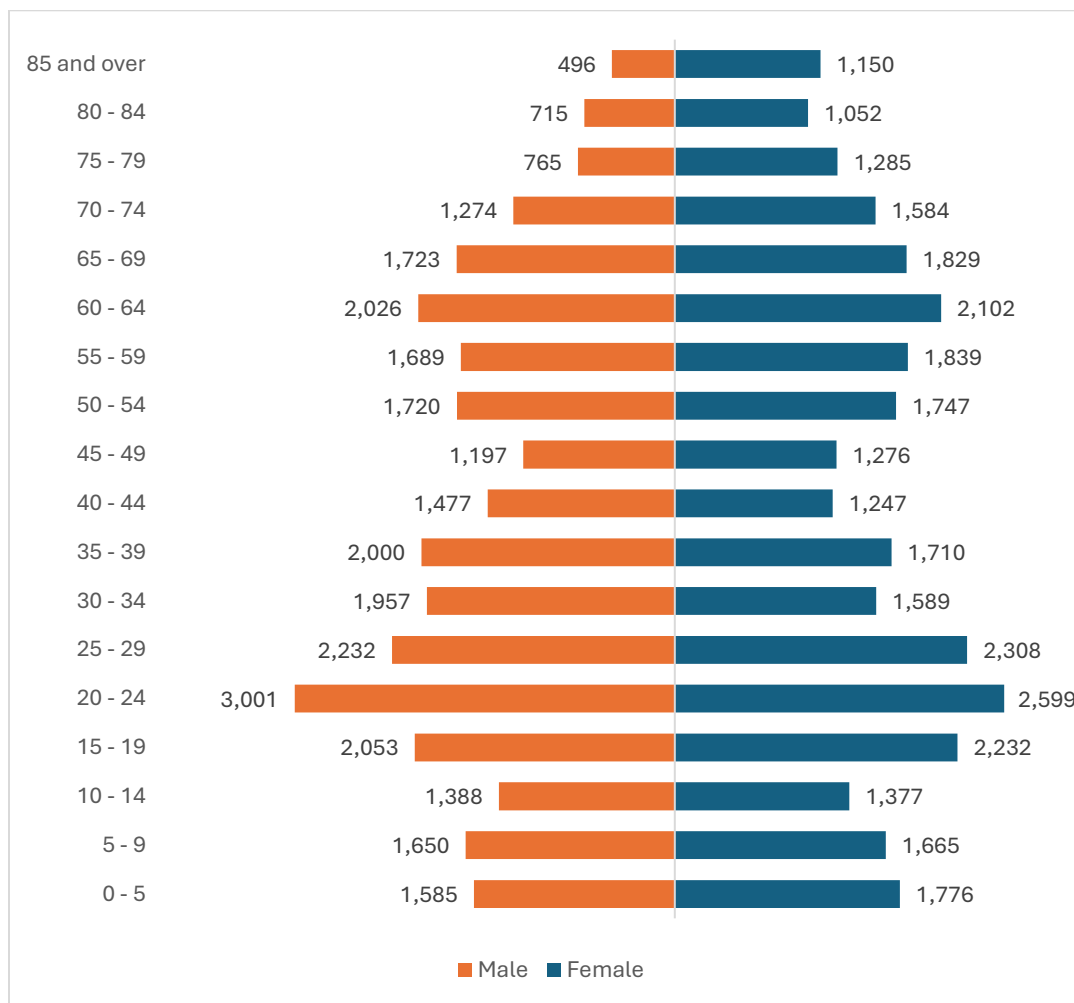
<https://data.census.gov/table?q=population&g=160XX00US1922395&d=ACS%201-Year%20Supplemental%20Estimates>

Age & Sex

Today, the growing disparity between income and home values, coupled with a housing shortage, makes homeownership increasingly unattainable for younger generations. Millennials face housing challenges unlike any previous generation.

The largest age group in the population is 25 to 34 years old, comprising 13.6%. The median age of the population is 37.9, but, this is not a statistically significant difference. The national median is 38.9.

Figure 3: Age & Sex.



Source: ACS 2018-2022 5-Year Estimates, Census Bureau

Females represent the majority of residents in Dubuque at over 51% of the population. They also account for 60% of the population of 65 years and older and make up a greater share of the community's lower income (15% female, 10.0% male) group.

Race & Ethnicity

The population in Dubuque is predominantly White non-Hispanic with the second largest group in the community being Black or African American. Dubuque also has a large Marshallese population from the Marshall Islands.

Table 2: Race and Ethnicity

Race	2022 ACS Estimates	
White	54,733	92.3%
Black or African American	3,883	6.5%
American Indian and Alaska Native	342	0.6%
Asian	1,321	2.2%
Native Hawaiian and Other Pacific Islander	671	1.1%
Some Other Race	1,043	1.8%
Hispanic or Latino (of any race)	1,685	2.8%

Source: ACS 2018-2022 5-Year Estimates, Census Bureau <https://www.census.gov/newsroom/blogs/random-samplings/2024/04/updates-race-ethnicity-standards.html>

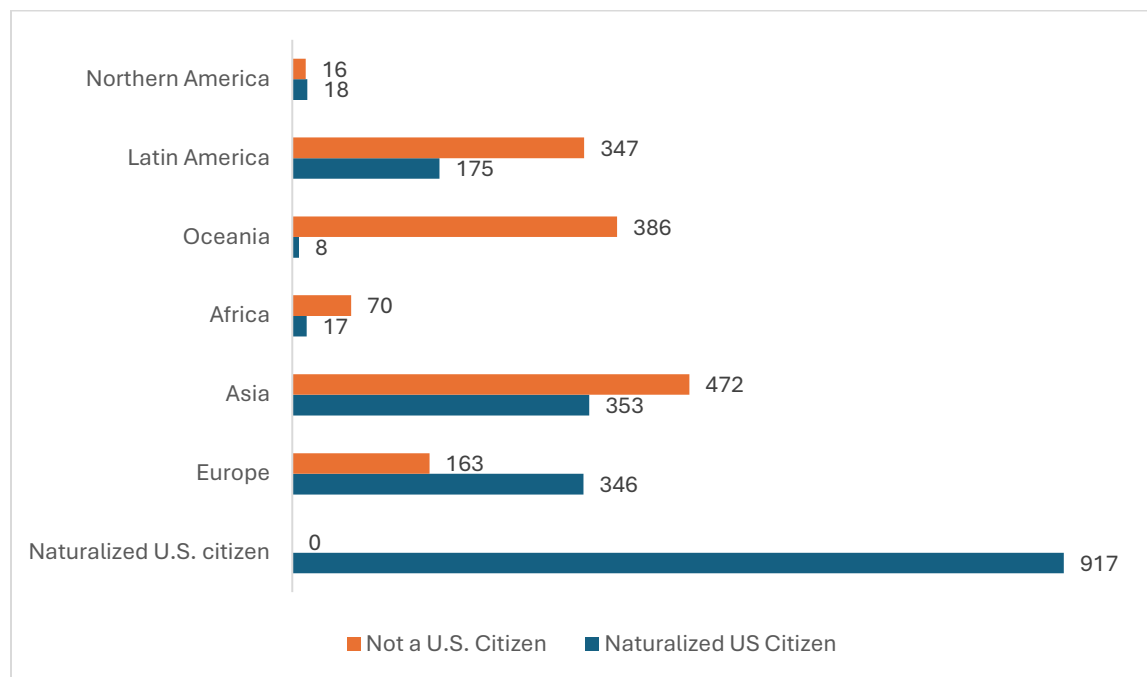
National Origin

In 2022, an estimated 4% of the people living in Dubuque are foreign-born, which is lower than the national percentage at 16%. In 2021, 2.78% of the population in Dubuque was foreign-born, which shows that the rate has been increasing slightly. Of the 2,371 residents who are foreign born, 917 are now naturalized US citizens and 1,454 are not US citizens.

Table 3: Foreign Born Population & Non-Citizens.

	Foreign born Population	Not a U.S. citizen
Naturalized U.S. citizen	917	0
Europe	346	163
Asia	353	472
Africa	17	70
Oceania	8	386
Latin America	175	347
Northern America	18	16
TOTAL	2,371	1,454

Figure 4: Foreign Born Population & Non-Citizens.



Source: ACS 2018-2022 5-Year Estimates, Census Bureau

Persons with Limited English Proficiency

The vast majority of Dubuque residents, 94.6%, speak only English. An estimated 2.4% of the population speaks Spanish, followed by 1.6% Asian and Pacific Island languages spoken while at home. Following English, Spanish is the second most common language spoken at home by Dubuque residents (2.4% of households or 1.6% of the total population). The language demographics of Dubuque have remained virtually unchanged between 2017 and 2022.

Familial Status

“Familial status” refers to the presence of at least one child under 18 years old and protects prospects and tenants who are pregnant or in the process of adopting a child. More than 6,000 (23.8%) households fit this profile in the City of Dubuque.

Table 4: Families and Households with Children.

2022 American Community Survey 5-Year Estimates	Total	Married-couple family household	Male householder, no spouse present, family household	Female householder, no spouse present, family household	Non-family household
Total households	25,198	10,596	1138	2438	11026
Average household size	2.2	2.89	2.96	3.14	1.26
FAMILIES					
Total families	14,172	10596	1138	2438	N/A
Average family size	2.87	2.87	2.66	2.95	N/A
SELECTED HOUSEHOLDS BY TYPE					
Households with one or more people under 18 years	23.8%	33.9%	49.9%	71.7%	0.8%
Households with one of more people 60 years and over	42.4%	47.8%	23.0%	26.1%	42.8%
Householder living alone	34.9%	N/A	N/A	N/A	79.7%
65 years and over	13.8%	N/A	N/A	N/A	31.6%
UNMARRIED-PARTNER HOUSEHOLDS					
Same sex	1.6%	N/A	N/A	N/A	N/A
Opposite sex	98.4%	N/A	N/A	N/A	N/A

Source: ACS 2018-2022 5-Year Estimates, Census Bureau

Disability

The Census Bureau defines “disability” as a long-term physical, mental, or emotional condition that hinders a person’s ability to perform daily activities, go outside alone, or work outside the home. Among the civilian noninstitutionalized population, 12.9% reported a disability. The disability rate for females was 12.9%, compared to 12.8% for males. The likelihood of having a disability varies significantly by age. As is generally the case, adults aged 75 and older have the highest rate (39.4%) of disabilities, something for Dubuque to continually assess as Boomers in the community age.

More than 7,000 residents (across all age groups) reported a disability in the City of Dubuque. In terms of disabilities by type, Ambulatory (6.6%) followed by Cognitive (4.7%) and Independent Living (5.3%) were the most common. Approximately 1,000 (32.6%) of Dubuque’s veterans also reported having a disability.

Race and Poverty

Minority groups living in Dubuque have the highest numbers of individuals experiencing poverty, with the highest percentage being Black or African American.

Table 5: Poverty Status by Race.

Race	Below Poverty Level	Percent Below Poverty Level
White alone	5,551	11.3%
Black or African American alone	914	42.7%
American Indian and Alaska Native alone	0	0.0%
Asian alone	37	4.1%
Native Hawaiian and Other Pacific Islander alone	259	38.7%
Some other race alone	84	18.0%
Two or more races	435	17.6%
Hispanic or Latino origin (of any race)	193	13.0%
White alone, not Hispanic or Latino	5,456	11.2%

Source: ACS 2018-2022 5-Year Estimates, Census Bureau.

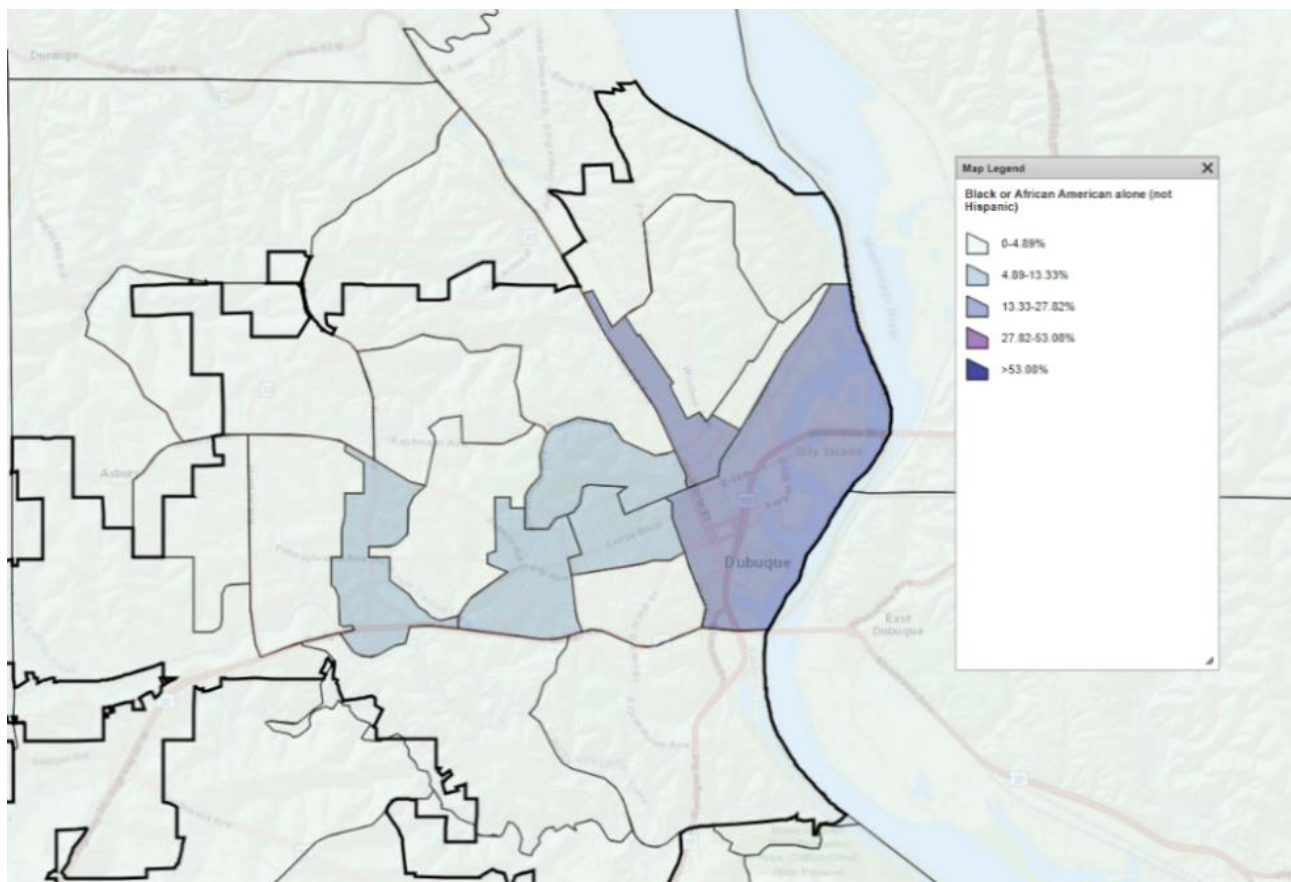
<https://data.census.gov/table/ACSST5Y2017.S1701?q=dubuque%20city%20poverty>

<https://data.census.gov/table/ACSST5Y2022.S1701?q=dubuque%20city%20poverty>

The largest community of color in Dubuque is African Americans. The poverty rate for Black or African American alone was 42.7% according to the 2018-2022 ACS 5-yr estimate. The 2013-2017 ACS 5-yr estimate showed 60.1%. This data however, had a large margin of error, indicating that there is not a significant statistical difference between the data collected in the 2013-2017 estimates and those of the 2018-2022 estimates.

The following maps show the concentrations of poverty in the City of Dubuque for Black or African Americans.

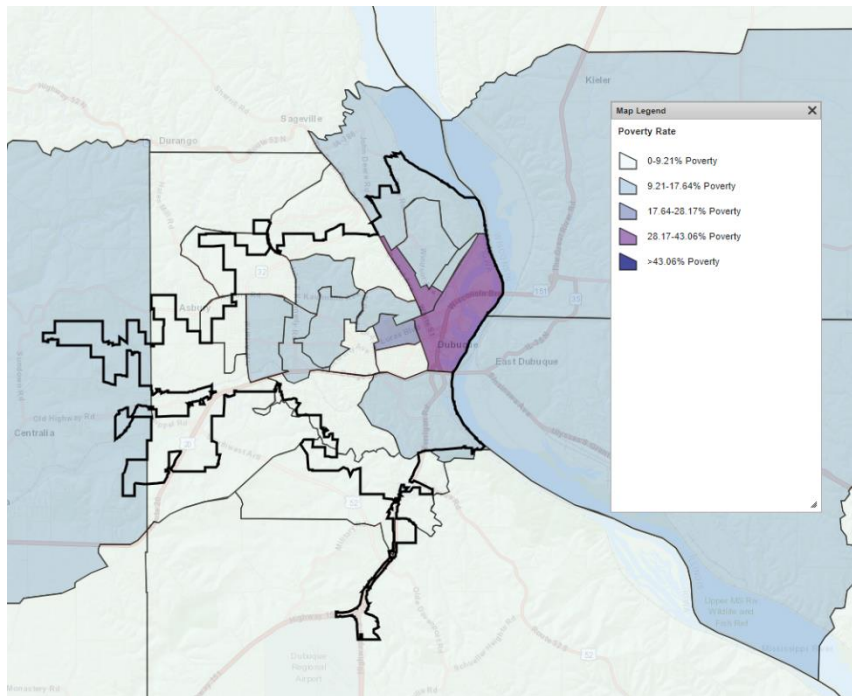
Figure 5: Map of Black or African American Alone.



Source: [CPD Map https://egis.hud.gov/cpdmaps/s](https://egis.hud.gov/cpdmaps/s)

Black or African American residents of Dubuque are most likely to live in the Downtown, easternmost part of the City in census tracts 1 and 5.

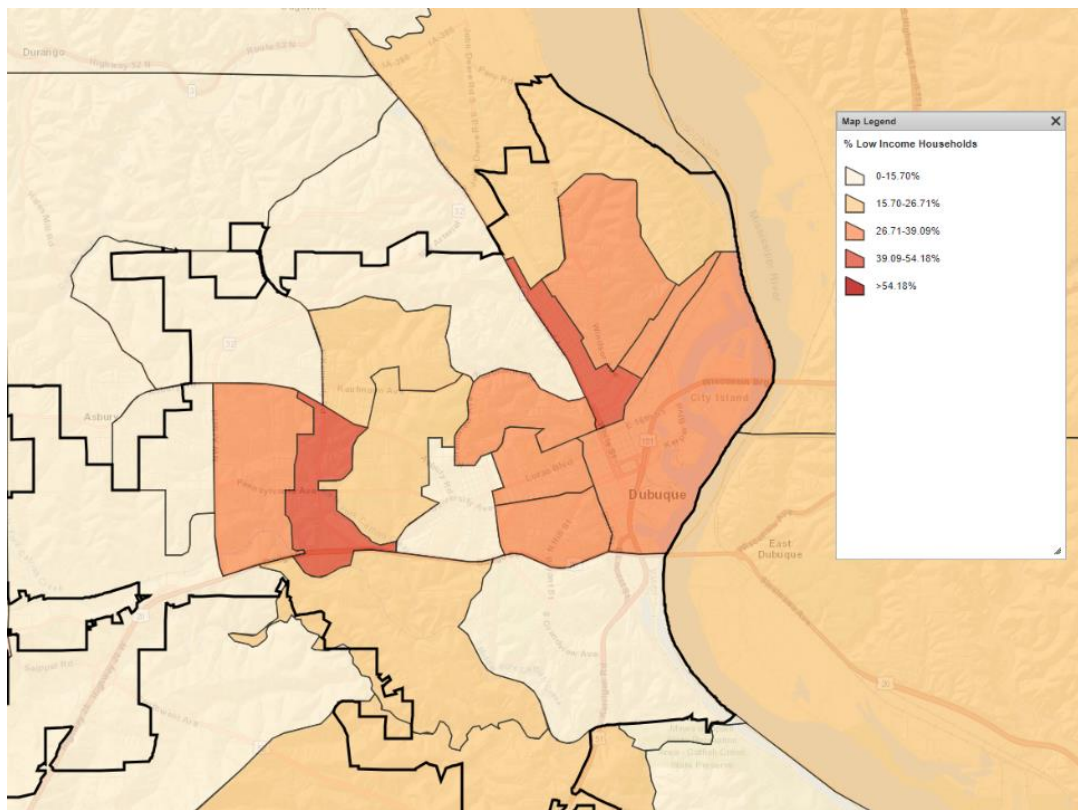
Figure 6: Map of Poverty Rate.



Source: [CPD Map https://egis.hud.gov/cpdmaps/s](https://egis.hud.gov/cpdmaps/s)

As can be seen in Figure 6, tracts 1 and 5 which have the highest poverty rate in the City are also home to the most Black or African American residents.

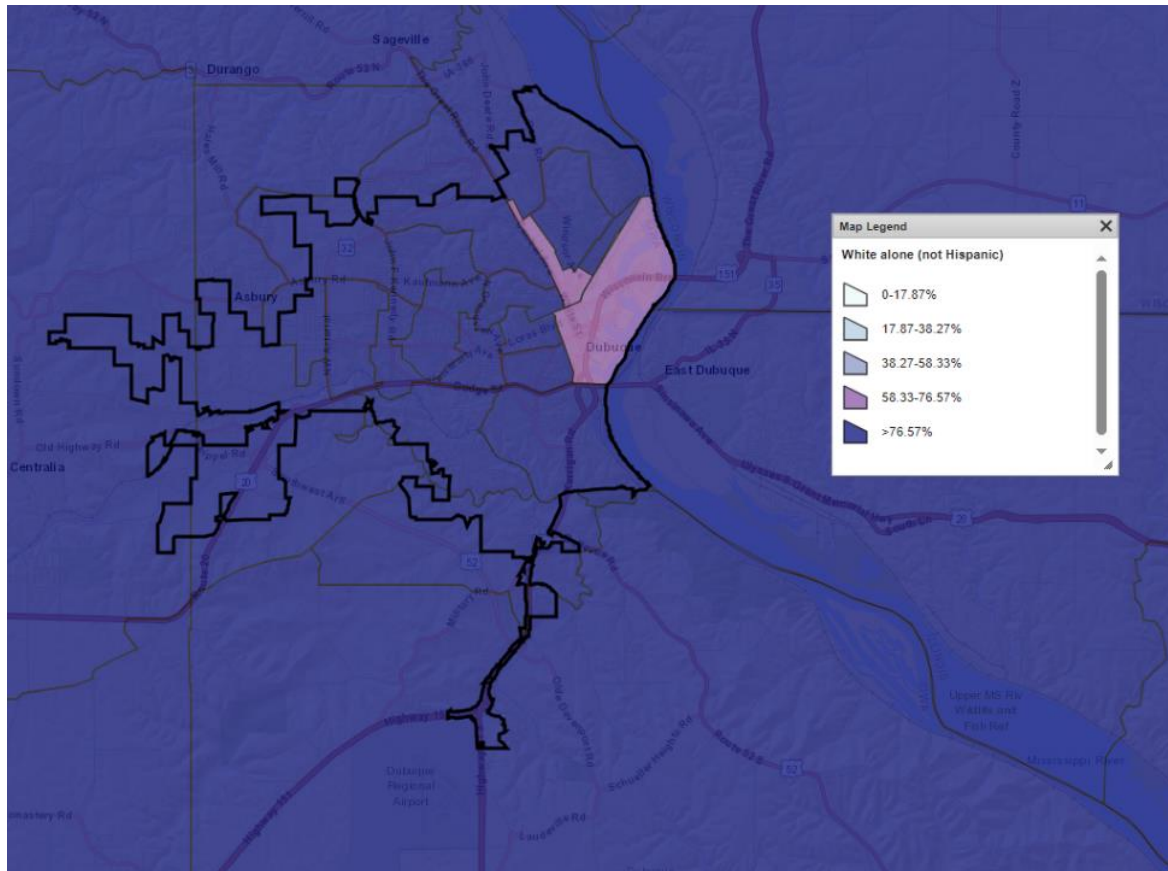
Figure 7: Map of Low-Income Households.



Source: CPD Map <https://egis.hud.gov/cpdmaps/s>

Low-income households are predominantly located in the eastern side of the City in census tracts 1, 3, 4, 5, 7.01, and 7.02. These tracts are also home to older housing stock and higher concentrations of rental units. Poverty rate and low income are similar, but different in the fact that poverty rate measures those below the poverty threshold, while low incomes is more broad and covers a range of individuals and families that are above the poverty threshold, but still face financial difficulties.

Figure 8: Map of White Population Alone.



Source:

CPD Map <https://egis.hud.gov/cpdmaps/s>

The majority of White residents live predominantly in northwestern areas of Dubuque. Those familiar with the City will note that these areas are located on top of the large hill that splits the City of Dubuque in half. As highlighted in Figure 8, the only parts of the City with lower numbers of White residents are tracts 1 and 5, which are neighborhoods lower in income and higher in poverty.

Homeless

High housing costs, low vacancies for affordable housing, and poor-quality housing are most associated with instability and increased risk of homelessness. Single female heads of households are more likely to be cost-burdened. According to Dubuque census data, 93% (708) of single head households that reported being below poverty status in the past 12 months were female, while only 7% (49) were male.

In June 2024, Community Solutions of Eastern Iowa (CSEI) counted 23 unsheltered residents in Dubuque, which was 7 more than counted in January 2023.

The homeless population, while not a protected class per se, is often disproportionately comprised of persons of color. The Consolidated Plan provides more information about homeless and the Continuum of Care.

Educational Attainment

Educational attainment is crucial for sustainable development, influencing an individual's economic status and determining their place of residence. The data reveals that 93.3% of residents in Dubuque had a high school education. 33.1% of Dubuque residents earned a bachelor's degree or higher, which is slightly less than the national level of 36.2%. 21% of residents aged 25 and older hold a bachelor's degree, matching the national average.

Table 6: Dubuque Educational Attainment.

Population 18 to 24	Estimate	Percent
Less than high school graduate	516	6.7
High school graduate (includes equivalency)	2131	27.5
Some college or associate's degree	3722	48.1
Bachelor's degree or higher	1376	17.8
Less than high school graduate	516	6.7
Population 25 and Over	Estimate	Percent
Less than 9th grade	791	2.0
9th to 12th grade, no diploma	1871	4.7
High school graduate (includes equivalency)	12957	32.4
Some college, no degree	7155	17.9
Associate's degree	3976	9.9
Bachelor's degree	8612	21.5
Graduate or professional degree	4627	11.6
High school graduate or higher	37327	93.3
Bachelor's degree or higher	13239	33.1

Source: ACS 2018-2022 5-Year Estimates, Census Bureau

Table 7: Degree Status by Race.

Race/Ethnicity	High School Graduate or Higher	Bachelor's Degree or Higher
White Alone	34,467	12,438
White Alone, Not Hispanic or Latino	34,241	12,268
Black Alone	1,120	232
American Indian or Alaska Native Alone	52	0
Asian Alone	454	189
Native Hawaiian and Other Pacific Islander Alone	269	0
Some Other Race Alone	143	19
Two or More Races	822	361
Hispanic or Latine Origin	468	229

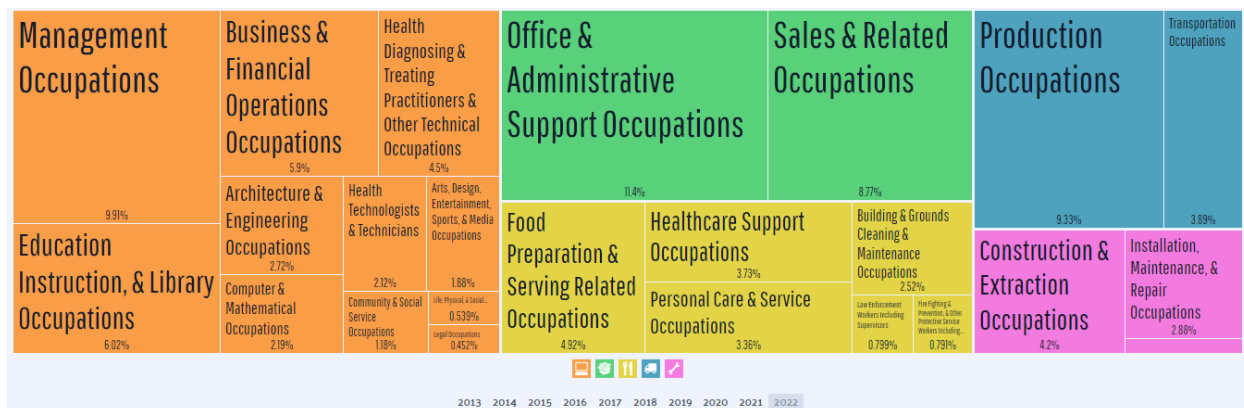
Source: ACS 2018-2022 5-Year Estimates, Census Bureau

The table above shows that in proportion to how many individuals of color live in Dubuque. On average less than 40% graduated High School or went on to graduate with a degree from higher education, compared to 62% of White residents.

Employment

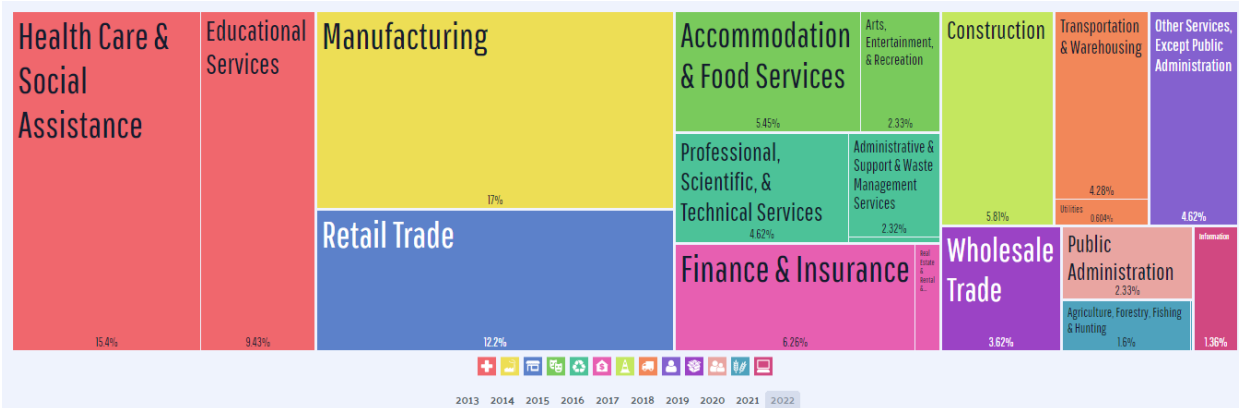
Dubuque's economy employs approximately 32,000 people. The largest industries are Manufacturing, Health Care & Social Assistance, and Retail Trade. The highest paying industries are Management of Companies and Enterprises and Public Administration. The income of males in Iowa is 1.34 times higher than the average income of females.

Figure 9: Employment by Occupation.



Source: <https://datausa.io/profile/geo/dubuque-county-ia>

Figure 10: Employment by Industry.



Source: <https://datausa.io/profile/geo/dubuque-county-ia>

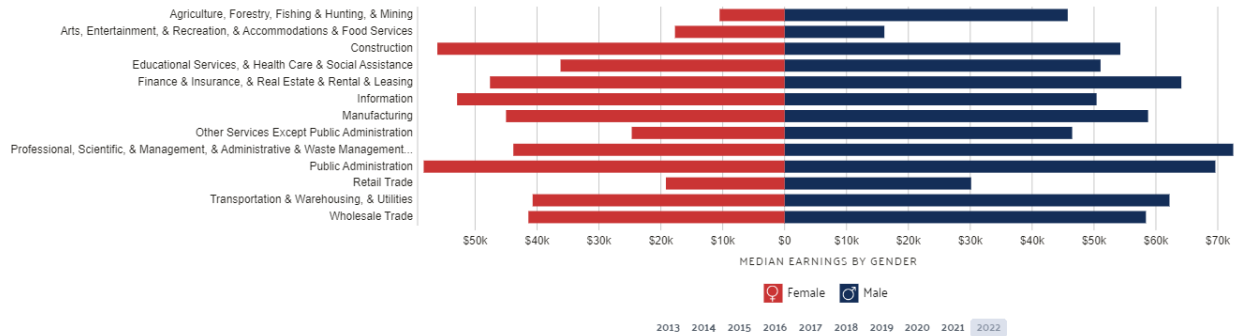
Table 8: Employment Status.

Race	Total	Labor Force Participating Rate	Employment/Population Rate
White alone	44,523	63.3	61.0
Black or African American alone	1,662	83.5	55.6
American Indian and Alaska Native alone	94	55.3	40.4
Asian alone	783	82.2	81.2
Native Hawaiian and Other Pacific Islander alone	402	57.7	57.7
Some other race alone	367	77.4	77.4
Two or more races	1,529	79.7	74.2
Hispanic or Latino origin (of any race)	1,151	70.9	70.1
White alone, not Hispanic or Latino	44,028	63.2	60.9
Poverty Status			
Below poverty level	4,174	59.6	47.2
At or above the poverty level	27,829	88.6	85.4
Disability Status			
With any disability	3,575	48.6	43.1

Source: ACS 2022 5-Year Estimates, Census Bureau

The table above shows that the Labor Force of Dubuque is quite diverse, with all but American Indian and Alaska Natives having an employment rate above 50.

Figure 11: Median Earnings by Industry.



Source: <https://datausa.io/profile/geo/dubuque-county-ia>

In Dubuque, median earnings for men and women differ across various industries. Women earn the most in public administration, construction, and information sectors. On the other hand, men have the highest median incomes in management, public administration, and finance, insurance, and real estate. Notably, both genders have high earnings in public administration, but men's median income in this field is ten thousand dollars higher than that of women.

Table 9: Means of Transportation to Work by Race.

	White	Black or African American Alone	American Indian and Alaska Native Alone	Asian Alone	Native Hawaiian and Other Pacific Islander Alone
Car, truck, or van - drove alone	21,020	636	38	400	98
Car, truck, or van - carpooled	1,791	71	0	88	126
Public transportation (excluding taxicab)	262	58	0	64	0
Walked	765	84	0	77	0
Taxicab, motorcycle, bicycle, or other means	270	51	0	7	0
Worked from home	2,576	22	0	1	0

Source: ACS 2018-2022 5-Year Estimates, Census Bureau

Most residents in Dubuque travel to and from work alone by car. A larger percentage of Black or African American (10%), Asian (18%), and Native Hawaiian or Pacific Islander (56%) residents carpool to work in comparison to White commuters (8%).

Over 20% of Black or African American and Asian commuters also either walk, bike, or use some sort of public transportation to get to work in the City, while 5% or less White, American Indian, and Native Hawaiian or Pacific Islanders do.

Additional Iowa Protected Class Members and Other Vulnerable Populations

Under Iowa law, protected classes include Sexual Orientation and Gender Identity. Members of these protected classes and other vulnerable populations should also be acknowledged as residents likely to face greater challenges in securing safe, stable, and affordable housing.

Dubuque is making progress to address the affordable housing needs of Veterans and is home to 3,369 veterans of whom 1,888 are age 65 years or over and 184 are female Veterans.

The majority of Dubuque's veterans served during Vietnam War Era 1964-1975 (1,333). Dubuque is home to veterans who served during World War II, 1941-1946 (66), Korean War, 1950-1955 (290), First 1990-2001 (572) and Second Gulf Wars 2001 or later (576). Dubuque is also home to 3,369 veterans of whom 1,888 are age 65 years or over and 184 are female Veterans.

Note: The Second Gulf War era is more commonly called the Post 9/11 era to describe the world-wide scope of the Global War on Terror.

Housing Profile

This section provides an overview of housing, types, and locations of units. The four HUD-defined housing problems are addressed in several subsections, chief of which is the cost burden impediment.

Housing Overview

Since 2019, Dubuque’s total housing units have increased from 23,620 to 25,198 in 2022, adding 1,578 units. However, vacancy rates remain a significant barrier, especially for those seeking affordable housing (housing that a household can pay for while still having money left over for other necessities). Vacant units are scattered throughout Dubuque, with the largest concentrations on the east side and downtown—areas noted in this document for high poverty and racial/ethnic diversity. Imagine Dubuque, the City of Dubuque’s Comprehensive Plan includes strategies for expanding land use, the preservation of historic housing stock, and developing new housing units.

Housing Choice Voucher Program

The Housing and Community Development Act of 1974 created Section 8 rental assistance programs. Section 8, also referred to as the Housing Choice Voucher (HCV) program. Tenant-based vouchers are the process by which voucher recipients can find and receive help paying for rental housing on the private market. The City, as the Public Housing Authority, makes monthly housing assistance payments to landlords to help the voucher-holder households pay their rent each month. Participating households pay a minimum of 30% of their adjusted income for rent and utilities. Inadequate federal funding to meet the HCV need negatively affects Dubuque residents too, which is a barrier in itself.

Also, a nationwide issue, few landlords in Dubuque are willing to accept vouchers as rental applicants “*source of income*.” In 2015, the City reported just 17% of property owners accepted HCVs; however, this data was found to be an unreliable assumption based on poor data. To obtain accurate data, the City of Dubuque passed an Ordinance January 22, 2019, that requires landlords report if and where they will accept HCVs to receive a rental license. In 2023, 32% landlords accept HCVs. Eighty landlords stated that they would need more information on the HCV program in order to decide whether they would be for or against it.

The Housing Choice Voucher Program in Dubuque offers affordable housing options for low (<50%) AMI and very low income (<30%) households.

Housing Types

Table 10: Units in Structure.

Number of Units	Estimate
1, detached	16,306
1, attached	1,110
2 apartments	1,381
3 or 4 apartments	1,821
5 to 9 apartments	1,379
10 or more apartments	3,747
Mobile home or other type of housing	9,471

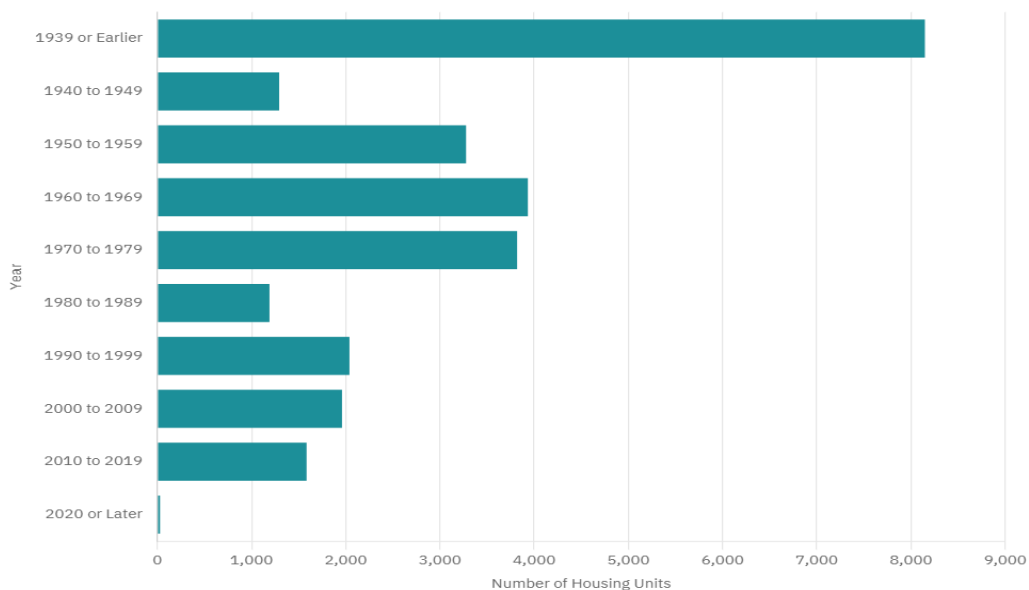
Source: Selected Housing Characteristics DP04 ACS 2018-2022 5-Year Estimates, Census Bureau

The majority of housing in the City of Dubuque is single-family detached. The City also has a large mobile home community.

Age of Housing Built

Dubuque's historic structures contribute to the community's charm and beauty. However, the aging housing stock presents challenges, with nearly 30% of the city's housing built in 1939 or earlier.

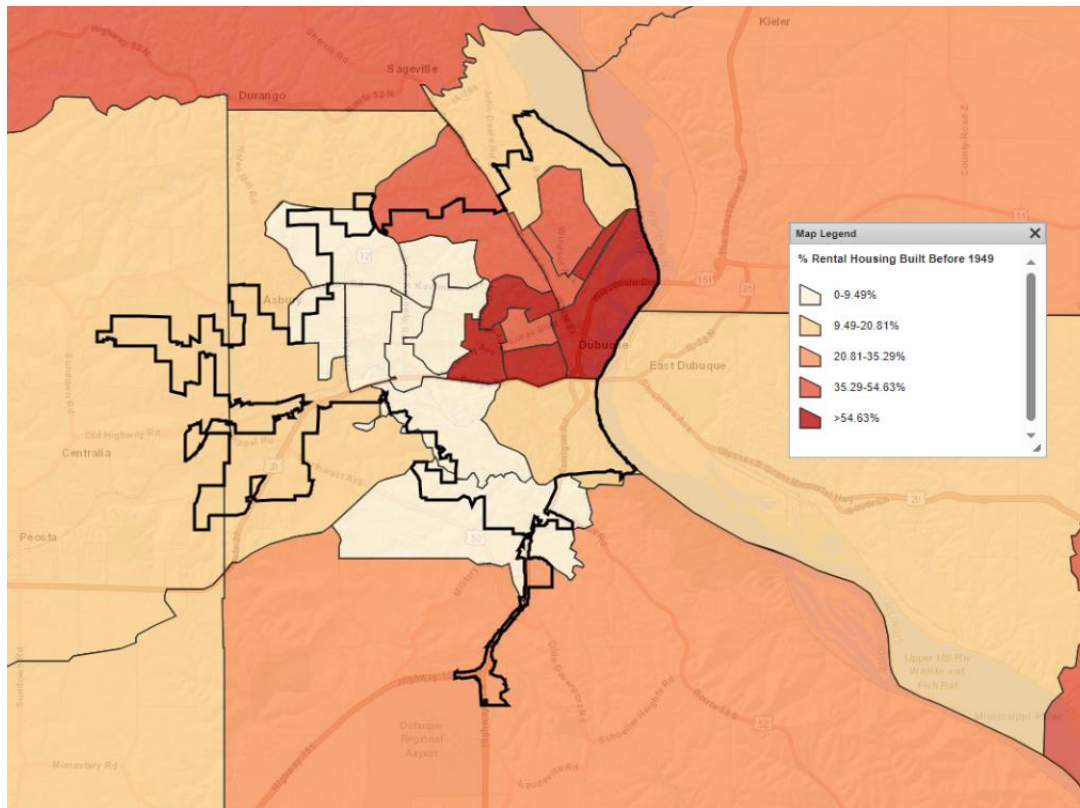
Figure 12: Year Structure Built.



Source: ACS 2018-2022 5-Year Estimates, Census Bureau

<https://data.census.gov/table/ACSDP5Y2022.DP04?q=dubuque%20city%20housing%20units&moe=false>

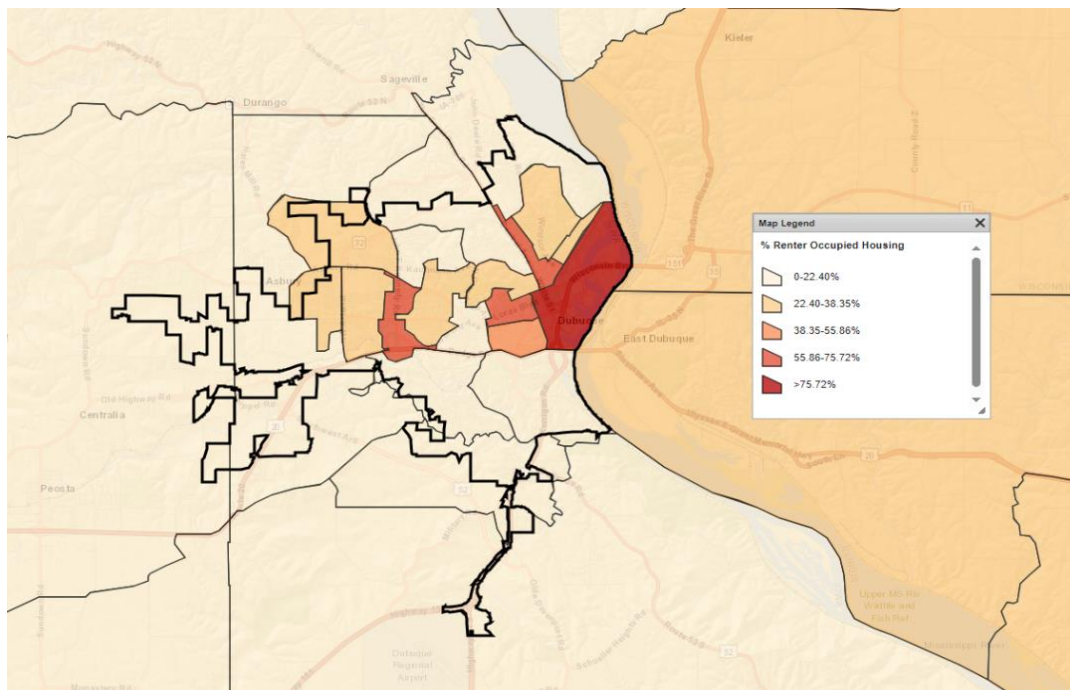
Figure 13: Rental Housing Built Before 1949.



Source: [CPD Maps \(hud.gov\)](http://CPD Maps (hud.gov))

Over 50% of the rental units in census tracts 1, 3, and 7.02 were built before 1949. This does not immediately mean that they are in poor condition, but they are more prone to having issues due to their age and require more maintenance, which can be expensive for both the owner and renters.

Figure 14: Renter Occupied Housing.



Source: [CPD Maps \(hud.gov\)](https://cpdmaps.hud.gov/)

The majority of renter occupied housing is located within tracts 1,5, and 7.01 in Downtown Dubuque.

Ownership by Race

Table 11: Number of Owner-Occupied Housing Units by Race.

Race	Owner-occupied Housing Units	Owner-Occupied by Race Percentage
White	15817	68%
Black or African American	147	16%
American Indian and Alaska Native	16	42%
Asian	110	32%
Native Hawaiian and Other Pacific Islander	16	14%
Some other race	29	30%
Two or more races	186	39%
Hispanic or Latino origin	126	43%

Source: ACS 2018-2022 5-Year Estimates, Census Bureau

Table 11 shows that there is a much higher number of White owner-occupied housing units than any other race in Dubuque. While the population of Dubuque is predominantly White, when the total population for other races is compared to these numbers, the percentage of home ownership for people of color is very low in comparison.

Housing Problems

The four HUD-defined housing problems are: (1) Incomplete kitchen facilities, (2) Incomplete plumbing facilities, (3) more than 1 person per room (overcrowding), and (4) cost burden greater than 30%. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.

The cost burden is the ratio of housing costs to household income. For renters, housing costs are measured by gross rent (contract rent plus utilities). For homeowners, housing costs (select monthly owner costs) are mortgage payments, utilities, association fees, insurance, and real estate/property taxes. HUD defines cost-burdened families as those who pay more than 30% of their income for housing and may have difficulty affording necessities such as food, clothing, transportation, and medical care. A severe cost burden is defined as paying more than 50% of one's income on rent.

HUD includes overcrowding as a housing problem as it correlates to more health issues and accidents. In Dubuque, 99% of owner-occupied units and 98.2% of renter-occupied units have one person per room.

Table 12: Housing Problems.

Housing Problems Overview 1	Owner	Renter	Total
Household has at least 1 of 4 Housing Problems	2,725	4,385	7,110
Household has none of 4 Housing Problems or cost burden not available, no other problems	13,420	4,320	17,740
Total	16,145	8,705	24,850
Severe Housing Problems Overview	Owner	Renter	Total
Household has at least 1 of 4 Severe Housing Problems	880	2,825	3,705
Household has none of 4 Housing Problems or cost burden not available, no other problems	15,265	5,880	21,145
Total	16,145	8,705	24,850

Source: [Consolidated Planning/CHAS Data](#) | HUD USER

The CHAS data in Table 12 reveals that 28% of both owners and renters in the City of Dubuque live in a household with at least 1 of 4 housing problems identified by HUD. These problems are

identified as: (1) Incomplete kitchen facilities, (2) Incomplete plumbing facilities, (3) more than 1 person per room (overcrowding), and (4) cost burden greater than 30%.

Cost Burden and Income

HUD Area Median Family Income (HAMFI) Classification

Extremely Low – Income <30%
Very Low – Income <50%
Low – Income <80%
Low – and Moderate Income <100%

An owner or renter's income is closely correlated to housing problems. Inherently, cost burden is going to affect those in poverty more readily. HUD's Area Median Family Income (HAMFI) is the measure of median income by household calculated by HUD-determined housing markets, largely based on metropolitan statistical areas. While HAMFI does not provide the precision of a County Median Income or City Median Income, HAMFI offers HUD the ability to adjust median income by known household size in the Comprehensive Housing Affordability Strategy (CHAS) tabulations, providing more consistent data metrics across demographics.

Table 13: Housing Problems for Renters.

Income by Housing Problems (Renters only)	At least 1 of 4	None of 4 housing problems or cost burden not available, no other problems	Total	Percentage of Renters with At Least 1 of 4 Housing Problems
<= 30% HAMFI	1,940	400	2,340	82%
>30% <=50% HAMFI	1,380	375	1,755	78%
>50% <=80% HAMFI	745	1,185	1,930	38%
>80% <=100% HAMFI	105	745	850	12%
>100% HAMFI	215	1,620	1,835	11%
Total	4,385	4,320	8,705	50%

Source: [Consolidated Planning/CHAS Data | HUD USER](#)

The table above shows that about 50% of rental households in Dubuque have at least one of four problems: (1) Incomplete kitchen facilities, (2) Incomplete plumbing facilities, (3) more than 1 person per room (overcrowding), and (4) cost burden greater than 30%. Of these renters that are facing one or more of these housing problems, 75% of them would be classified as being low to extremely low income and make less than 50% of the area median family income.

Table 14: Housing Problems for Owners.

Income by Housing Problems (Renters only)	At least 1 of 4	None of 4 housing problems or cost burden not available, no other problems	Total
<= 30% HAMFI	795	175	970
>30% <=50% HAMFI	670	665	1,330
>50% <=80% HAMFI	880	2,110	2,990
>80% <=100% HAMFI	200	1,710	1,910
>100% HAMFI	180	8,765	8,945
Total	2,725	13,420	16,145

Source: [Consolidated Planning/CHAS Data | HUD USER](#)

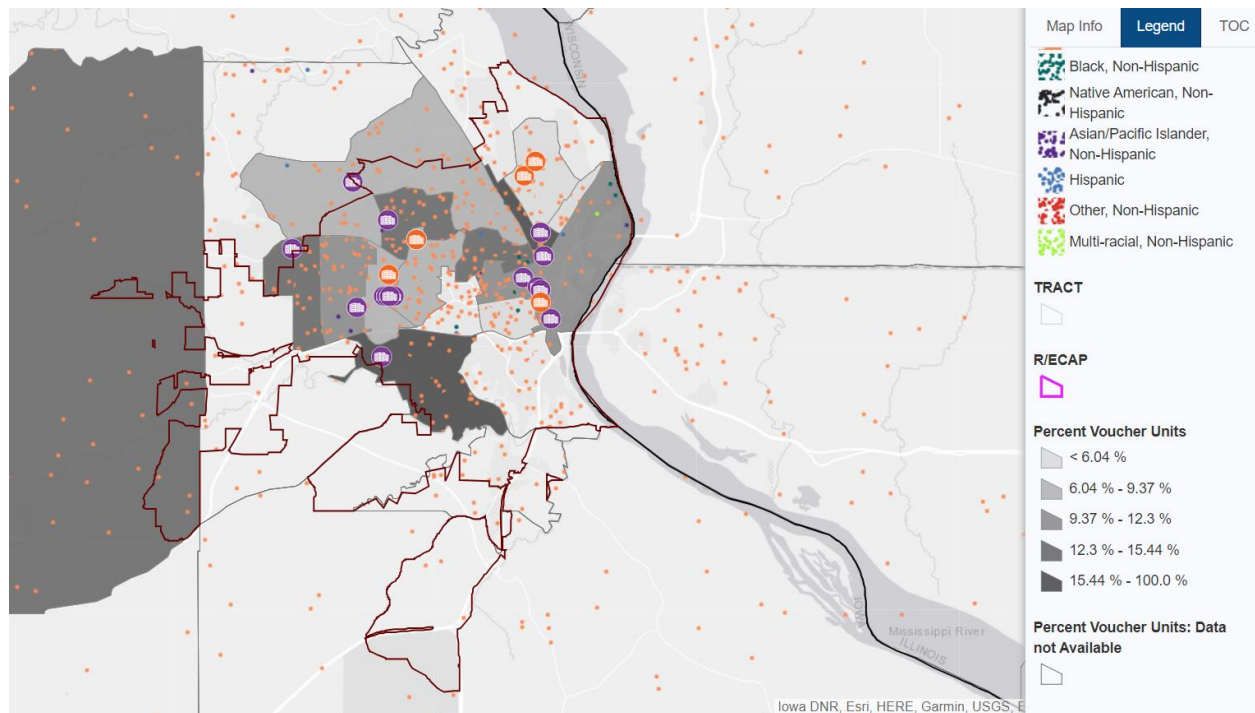
Table 14 shows that about 17% of owner-occupied households struggle with at least one of the following problems: (1) Incomplete kitchen facilities, (2) Incomplete plumbing facilities, (3) more than 1 person per room (overcrowding), and (4) cost burden greater than 30%.

Housing problems are most prevalent in areas with the highest poverty levels. This places significant financial strain on residents, making it difficult to afford basic necessities. The situation worsens when large, unexpected expenses, such as car repairs, arise.

The City has been addressing the aging housing stock issue through CDBG funds and partnerships. Additionally, for over a decade significant investments have been made in the Washington Neighborhood. Investment and preservation strategies, including the use of CDBG funds, Low Income Housing Tax Credit (LIHTC) and other funding is a community strength.

An example of this would be the Housing Investment Pilot Program, part of the Central Avenue Corridor Initiative, which aims to create more upper story residential units along the corridor. The City of Dubuque's Central Avenue Corridor Housing Investment Pilot Program incentivizes housing improvement and creation along the Central Avenue corridor by offering 10-year forgivable loans of \$10,000 per unit for projects that enhance or create quality, affordable residential housing on Central Ave. from 11th to 22nd Streets.

Figure 15: Map of project-based and LIHTC properties.



Source: [Public Housing Developments | HUD Open Data Site \(arcgis.com\)](https://publichousingdevelopments.hud.gov/open-data-site)

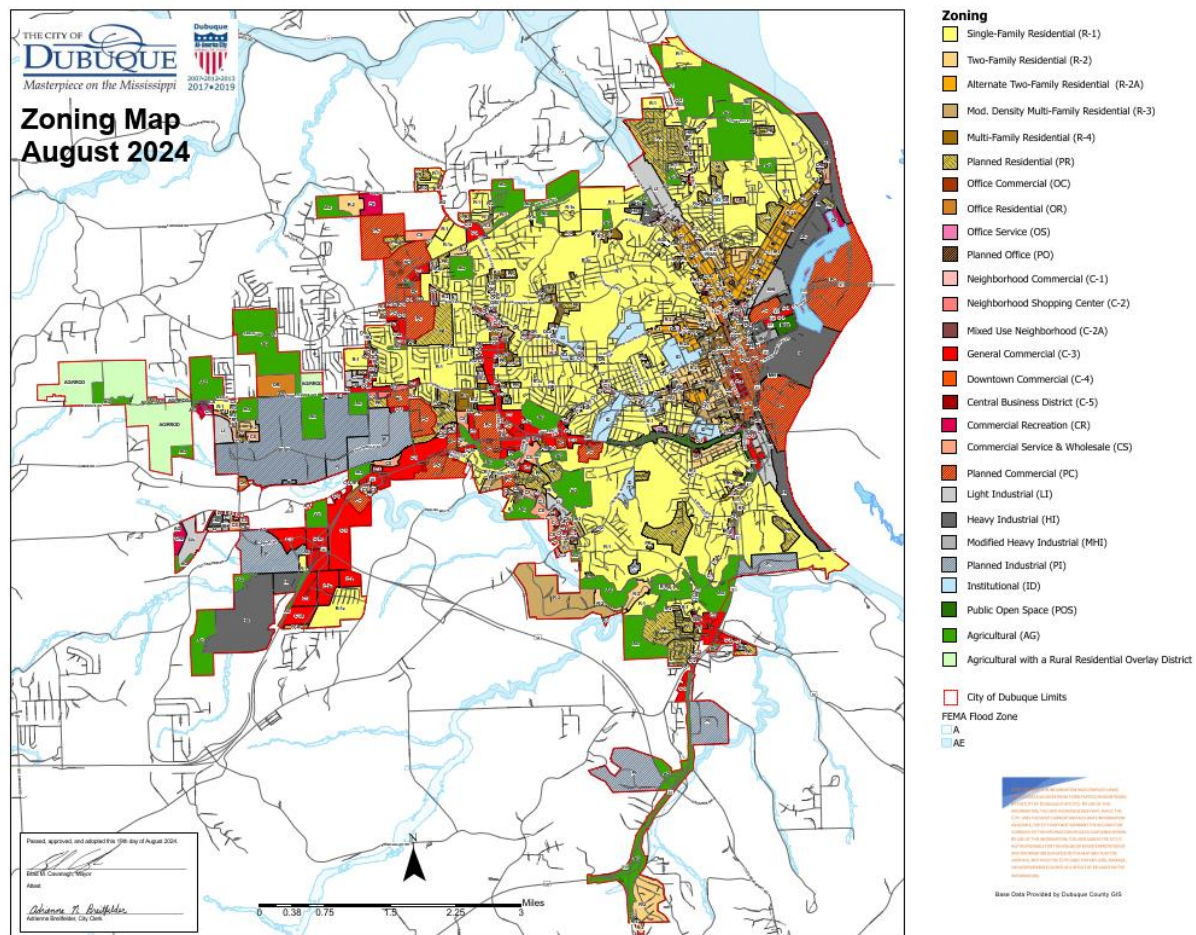
Figure 15 highlights the locations of project-based and LIHTC properties (in purple). Note that there is no public housing in Dubuque.

The mapping patterns reveal that publicly assisted housing, especially for Housing Choice Voucher program tenants, remains concentrated in older housing stock. As consistently highlighted in this document, the most vulnerable residents are found living in the oldest and most at-risk housing in the City.

Zoning

Within Dubuque city limits, the Zoning map highlights areas currently vacant and developable for residential use based on the 2024 zoning designation. Because there are fewer units available than households in need for those who make less than 30% Household Area Median Family Income, land use and development decisions will make affordable housing a priority. The following map details the City Council-approved future land use map that Imagine Dubuque strategies build upon.

Figure 16: Dubuque Zoning Map.



Source: [Zoning Map | Dubuque, IA - Official Website \(cityofdubuque.org\)](https://cityofdubuque.org)

Imagine Dubuque Strategies for Expanding Affordable Housing

The following are recommendations taken from Imagine Dubuque and show their completion status.

Figure 17: Imagine Dubuque Housing Recommendations.

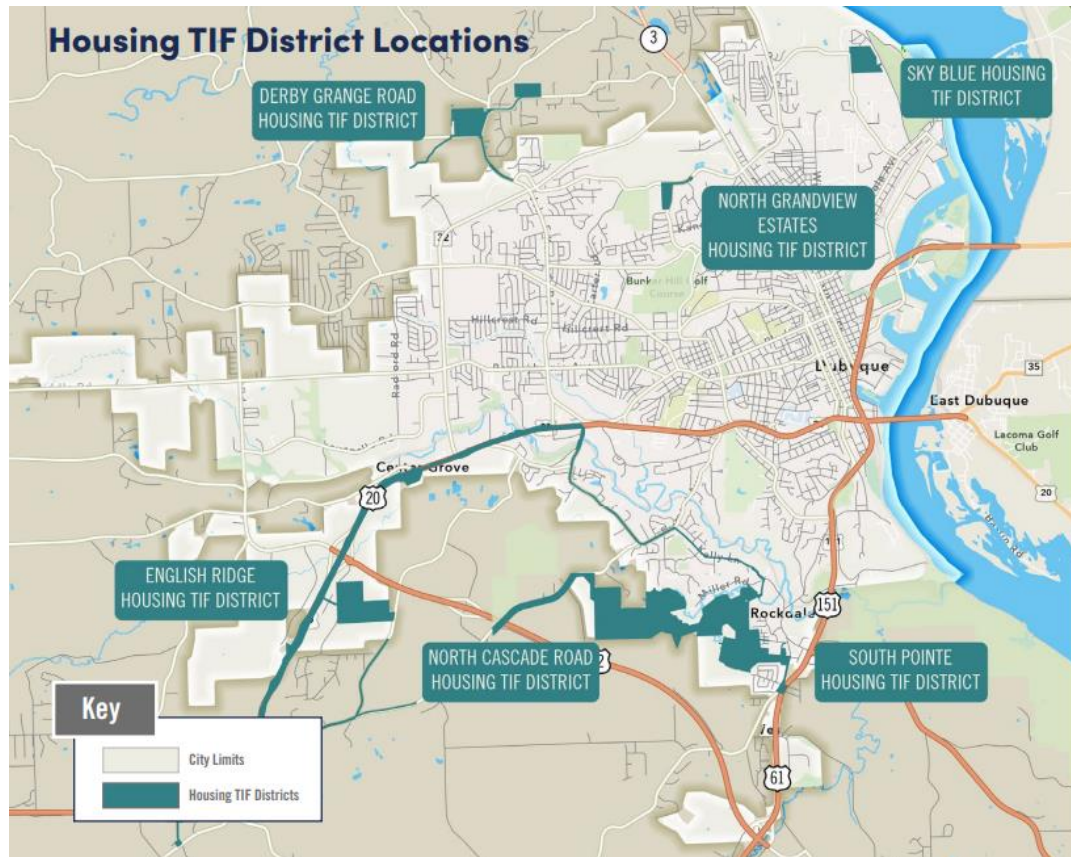
Housing Recommendations	
Name	Status
Support the City's inspection programs as well as the Green and Healthy Homes Initiative.	On Track
Monitor affordability and housing stress, an important health indicator, annually.	On Track
Look to increase wages and self-sufficiency opportunities in the community to make housing more attainable.	Off Track
Adopt and implement a mix of educational/outreach programs to increase housing provider participation in Housing Choice Voucher program.	On Track
Adopt and implement a mix of financial incentives/policies for creation of Housing Choice Voucher units throughout community.	On Track

Source: [Imagine Dubuque | Dubuque, IA - Official Website \(cityofdubuque.org\)](https://www.cityofdubuque.org/)

TIF Districts

Dubuque has six TIF districts. Each district has an Urban Renewal Plan that describes the specific use of tax increment funds, such as providing tax rebates, installing public infrastructure, or other planned expenditures. These Housing TIF Districts, consistent with state law, currently set aside approximately 38 percent of project cost increment, thus providing funding for the benefit of low- and moderate-income family housing opportunities anywhere in the City of Dubuque.

Figure 18. Dubuque Housing TIF Districts.



Source: [Tax-Increment Financing | Dubuque, IA - Official Website \(cityofdubuque.org\)](https://www.cityofdubuque.org/tax-increment-financing)

More information about these districts can be found on the Dubuque City website: [Tax-Increment Financing | Dubuque, IA - Official Website \(cityofdubuque.org\)](https://www.cityofdubuque.org/tax-increment-financing)

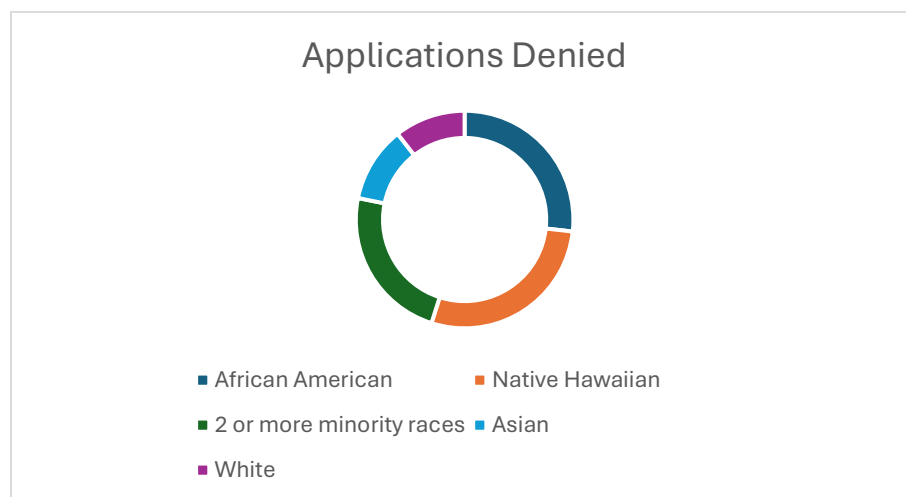
Potential Private Sector Discrimination

The following prohibited practices may not currently be occurring in Dubuque, but they are important to be vigilant about:

- Redlining, refusing to extend home loans/insurance or offering less favorable terms to someone based on the race of their neighborhood.
- Blockbusting, persuading owners to sell property cheaply based on fear that people of another race will move into the neighborhood, and thus profiting by reselling at a higher price.
- Steering, housing providers guide prospective buyers/renters towards or away from certain neighborhoods based on race.

Among home loan applicants of color, the ability to achieve homeownership is impeded by higher rates of mortgage application denials. Black and Hispanic households in Iowa were denied mortgages at higher rates than White households, even when controlling for income. Higher cost loans were more prevalent among lower income households than upper income households. According to Home Mortgage Disclosure Act (HMDA) nationwide data (2023), 5 out of every 1000 people have their Home Mortgage application denied in Dubuque County. In 2023, 38% of African American applications were denied, 40% of Native Hawaiian were denied, 33% of persons 2 or more minority races were denied, and 16% of Asian applications were denied. In comparison, 15% of White applications were denied.

Figure 19. Loan Application Denial by Race

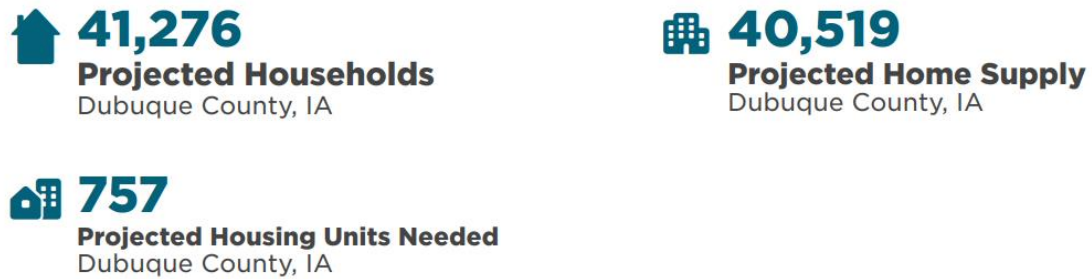


The data does not include some legitimate credit risk considerations for loan approval and loan pricing decisions. There is a large significant percentage of loans where race and ethnicity data is not available, although race and ethnicity data is reported for the majority of loan types.

Housing Forecast

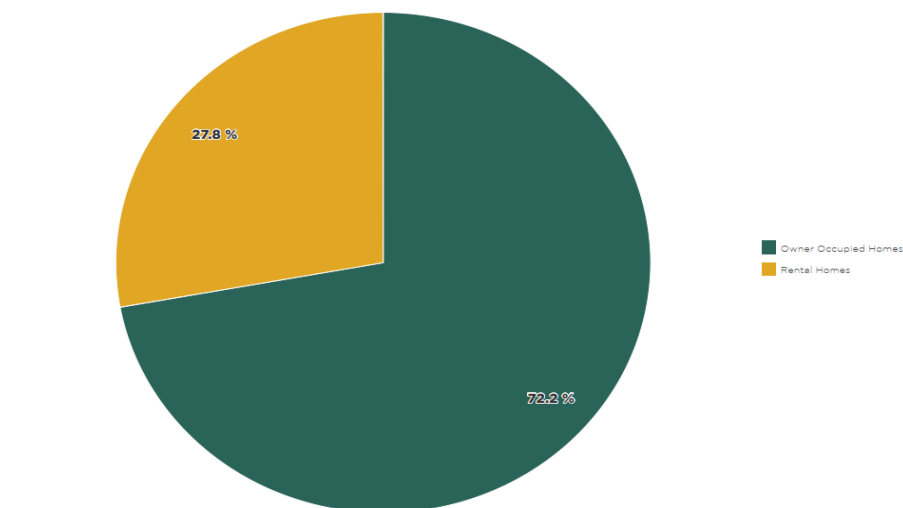
The Dubuque, Iowa Housing Needs Forecast Model predicts that in 2030 there will be a projected 41,275 households.

Figure 20. 2030 Dubuque County Housing Forecast



Sources: Housing Needs Forecast Model 2030

Figure 21. 2030 Projected Home Demand by Category

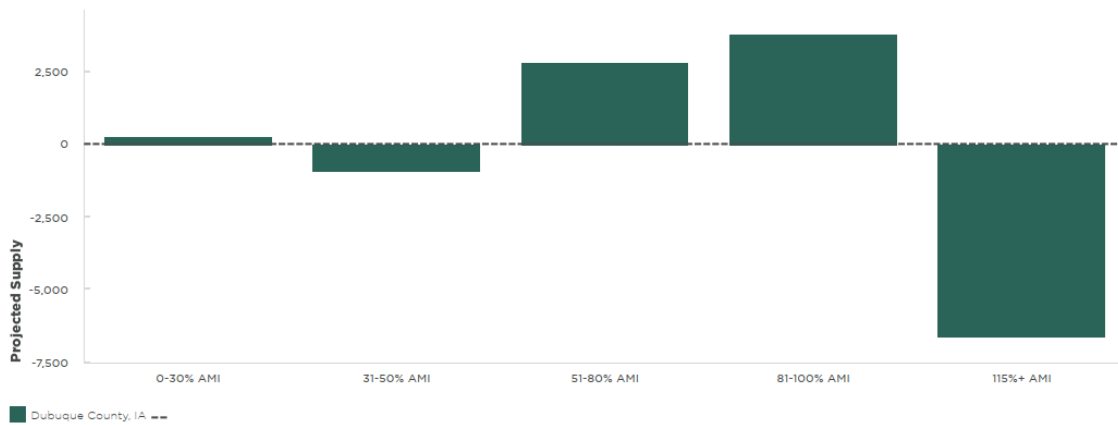


Dubuque County, IA

Sources: Housing Needs Forecast Model 2030

The owner and renter-occupied housing split in Dubuque is expected to stay about the same, at around 30% rental units and 70% owner units being supplied.

Figure 22. 2030 Projected Owner-Occupied Home Supply by AMI



Sources: Housing Needs Forecast Model 2030

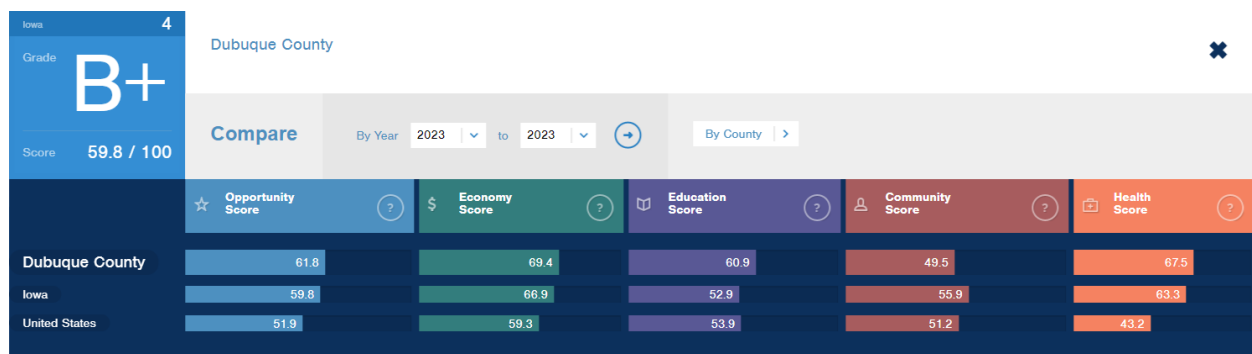
The forecast predicts an increase in homes that would fall between 51-100% AMI (area median income) and a decrease in those above 100%. This means Dubuque would be looking to develop more affordable housing that would fall between 31-50% AMI and more expensive options for those that fall into the 115%+ AMI column.

Access to Opportunity

Among the many factors that drive housing choice for individuals and families are neighborhood factors. HUD refers to these factors within communities as ‘areas of opportunity.’ To thrive one needs living wages, good schools, affordable housing, efficient public transportation, safe streets, good services, adequate parks, and full-service grocery stores. While not mentioned by HUD, childcare has increasingly become a factor that impacts one’s ability to thrive.

HUD has developed a series of indices to help inform communities about segregation in their jurisdiction and region, as well as about disparities in access to opportunity. Each opportunity index is percentile ranked on a 0–100 scale, with a score closer to 100 indicating a higher level of opportunity.

Figure 23: Dubuque County Opportunity Index.



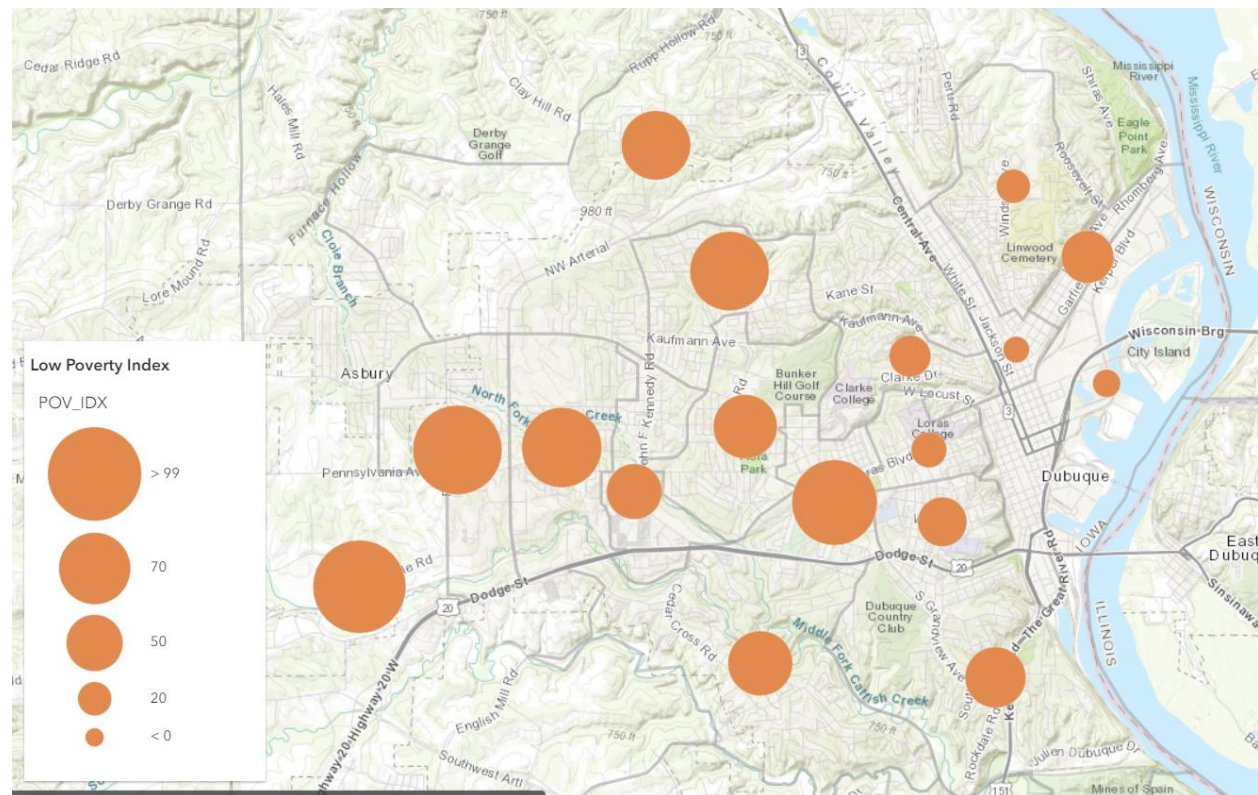
Source: <https://opportunityindex.org/>

According to HUD Exchange, “The Opportunity Index is an annual report developed by Opportunity Nation, a campaign of the Forum for Youth Investment, and Child Trends.” The Opportunity Index shows how Dubuque County is doing in terms of economy, education, community, and health in comparison to the State of Iowa and United States as a whole. Dubuque County scored a B plus and beat out the United States and State of Iowa in every category except for community, where it fell short due to having less grocery store and produce vendors per 10,000 people and having no data available for voter registration and volunteering.

Low Poverty Index & Income

Poverty significantly impacts access to opportunity. Dubuque’s poverty rate of 13% is both higher than the county (9.2%) and the state (11.3%). The Low Poverty Index is based on the poverty rate and captures poverty in a given neighborhood with the poverty rate determined at the census tract level. Poverty Index values are inverted meaning the higher the score, the less exposure to poverty in a neighborhood.

Figure 24: Low Poverty Index Map.

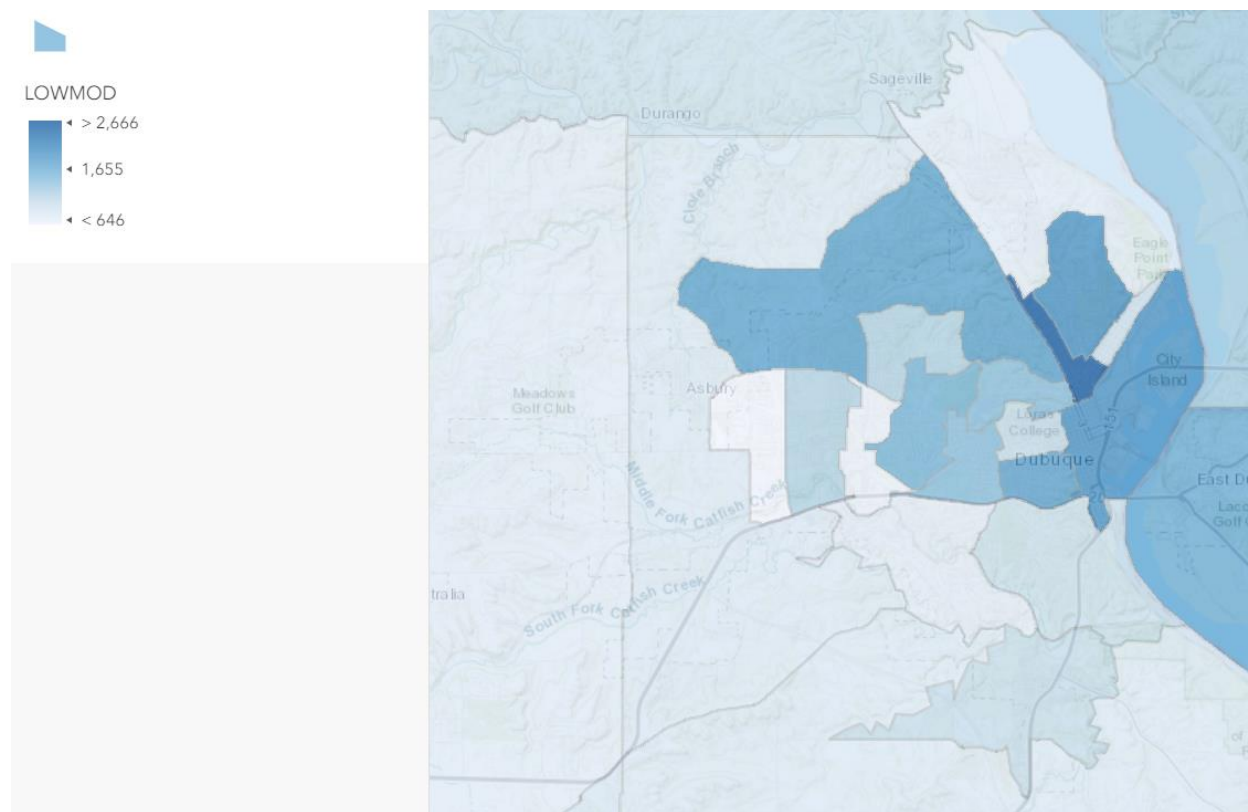


Source: [Low Poverty Index | HUD Open Data Site \(arcgis.com\)](#)

The Poverty Index map above shows the poverty rate in each tract of Dubuque. The smaller circles indicate where areas of poverty are present. As can be seen here, tracts 1 and 5 in Downtown Dubuque have the highest rates of poverty in the City.

The median income for the City of Dubuque is \$59,317 (ACS 2022). For White Alone householders, the median income is \$ 64,949 and for African American householders it is \$ 38,262. The 20% Gender Income Gap (females less than males) disparately impacts all households but especially female-led households (5,946) which are nearly 42% of the percent of total family households (14,172) in Dubuque. Female-led households with no spouse present had a median income of \$41,411 and \$38,180 for those with children under the age of 18.

Figure 25: Low to Moderate Income Population by Tract.



Source: [Low to Moderate Income Population by Tract | HUD Open Data Site \(arcgis.com\)](#)

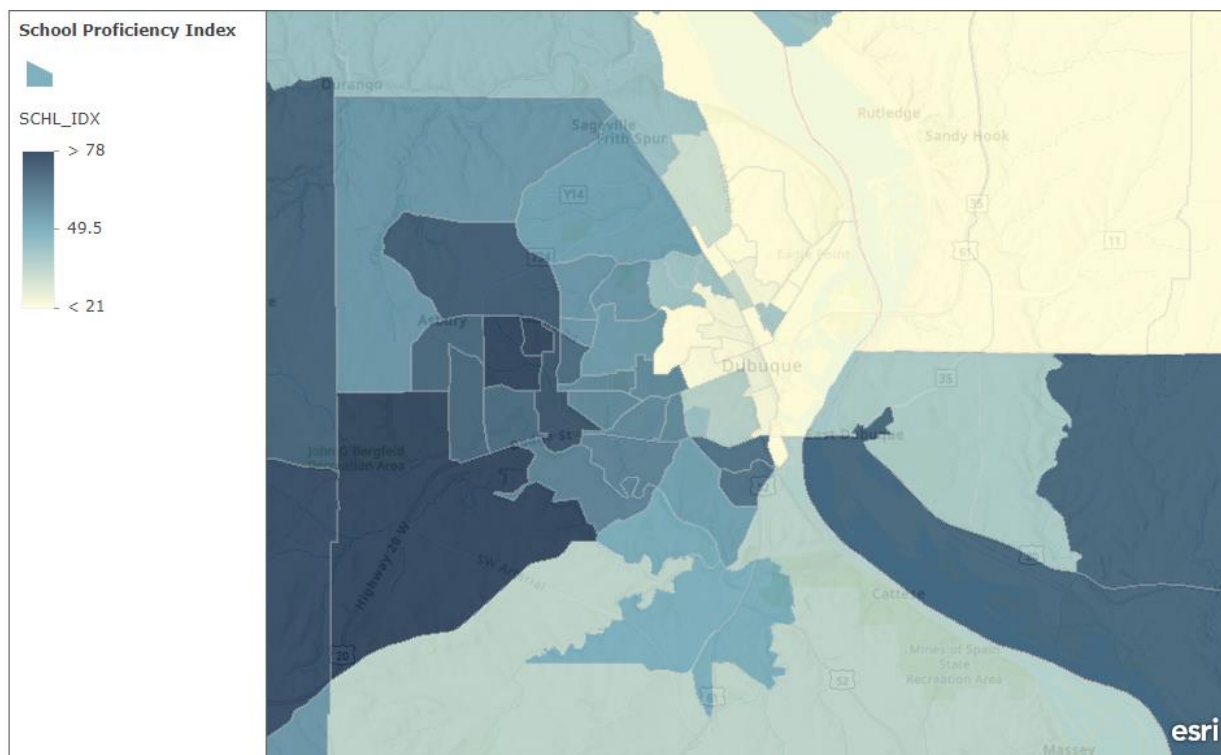
Areas of lowest income (dark blue) in Dubuque are found in Tract 5, which also reflects Figure 24 that showed this area being the highest in poverty. Low and moderate income tracts show us where the median family income is less than 50% (Low) or 50%-80% (Moderate) less than the Area Median Income in Dubuque.

School Proficiency Index

School proficiency is viewed by HUD as an indication of the quality of education that is available to residents of an area. High quality education is thought to be a vital community resource that may lead to more opportunities and improved quality of life. Importantly, Dubuque uses a neighborhood schools' model, meaning that schools are typically populated with children from surrounding residences and neighborhoods.

The school proficiency index uses school-level data on the performance of 4th grade students on state exams to describe which neighborhoods have high-performing elementary schools nearby and which are near lower performing elementary schools. The index ranges in value from 0 to 100. The higher the score, the higher the school system quality is in a neighborhood.

Figure 26: School Proficiency Index.



This dataset denotes values of the School Proficiency Index. The index illustrates school-level data to describe neighborhoods relative to nearby school performance. Specifically, the data is on the performance of 4th grade students on state exams to describe which neighborhoods have high-performing elementary schools nearby and which are near lower performing elementary schools.

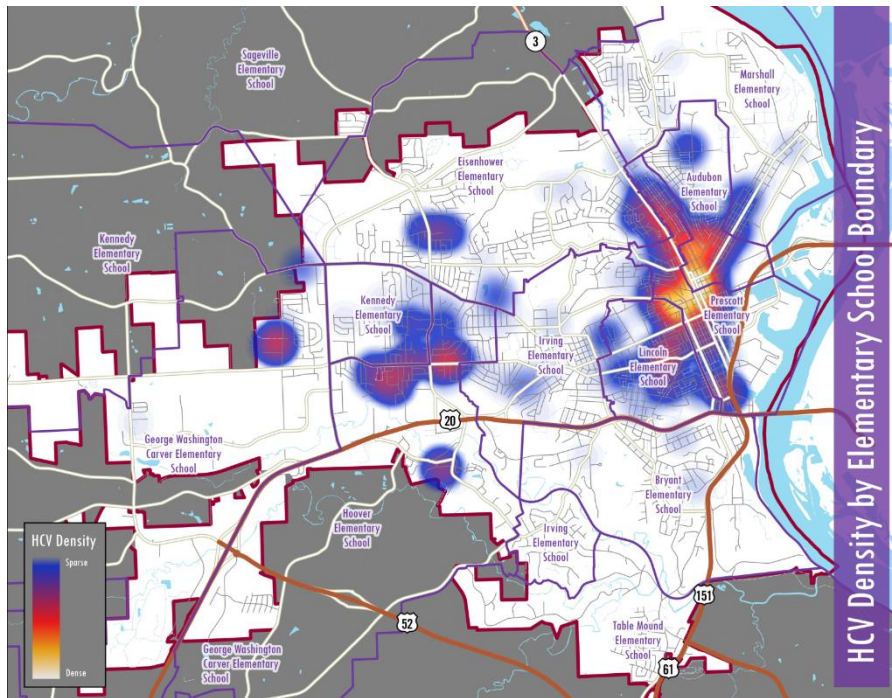
Esri, NASA, NGA, USGS | City of Dubuque, IA, Iowa DNR, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS | U.S. Department of Housing and Urban Development

Source: [School Proficiency Index | HUD Open Data Site \(arcgis.com\)](#)

The map above shows the proficiency of the schools located within the City of Dubuque. The darker the color, the better the performance. Based on the map, the schools located outside of the Downtown (Tracts 1, 4, 5, 6) have a higher performance and quality than those located within Downtown Dubuque. This shows that while all schools across the community are providing the same level of education, the outcomes have been different in these locations.

HCV Density in Relation to Schools

Figure 27: HCV Density by Elementary School.



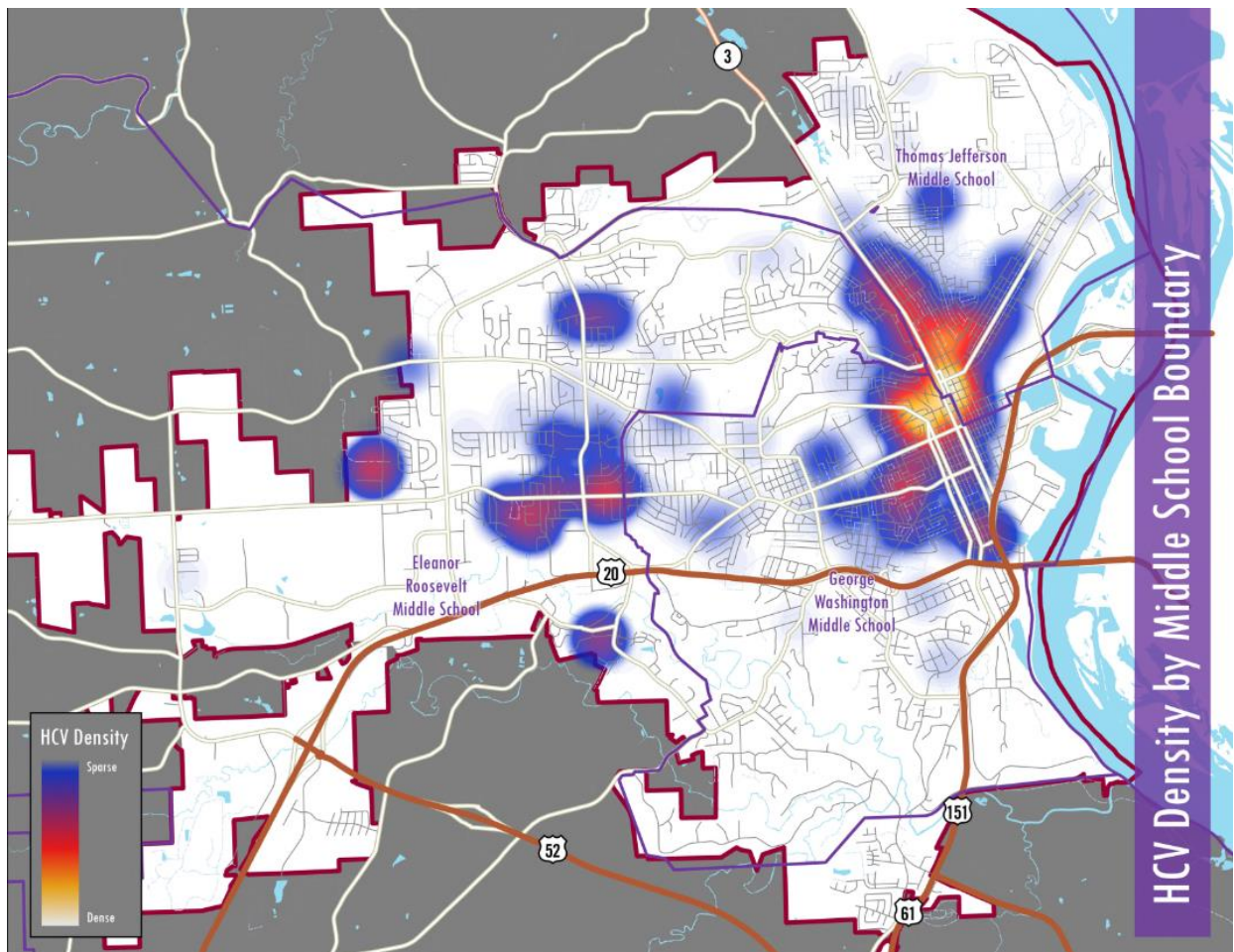
Source: City of Dubuque.

The following maps indicate the level of Housing Choice Voucher usage around the City in relation to the schools. The lighter the color, the denser the HCV usage and accessibility. Areas with more color are sparse or lacking in this program.

The City of Dubuque has 12 Elementary Schools scattered throughout the community. Of these, two of them are located within neighborhoods that have very dense Housing Choice Voucher density, meaning that the residents in these areas actively partake in the program to help provide for their housing. The schools located in these neighborhoods are in Downtown Dubuque (tracts 1 and 7.02). It should be noted that these areas are more commercial and retail based due to them being Downtown, but this map still highlights the lack of HCV in these areas.

It is interesting to note that these tracts are also areas with low income, old housing stock, and high poverty rates.

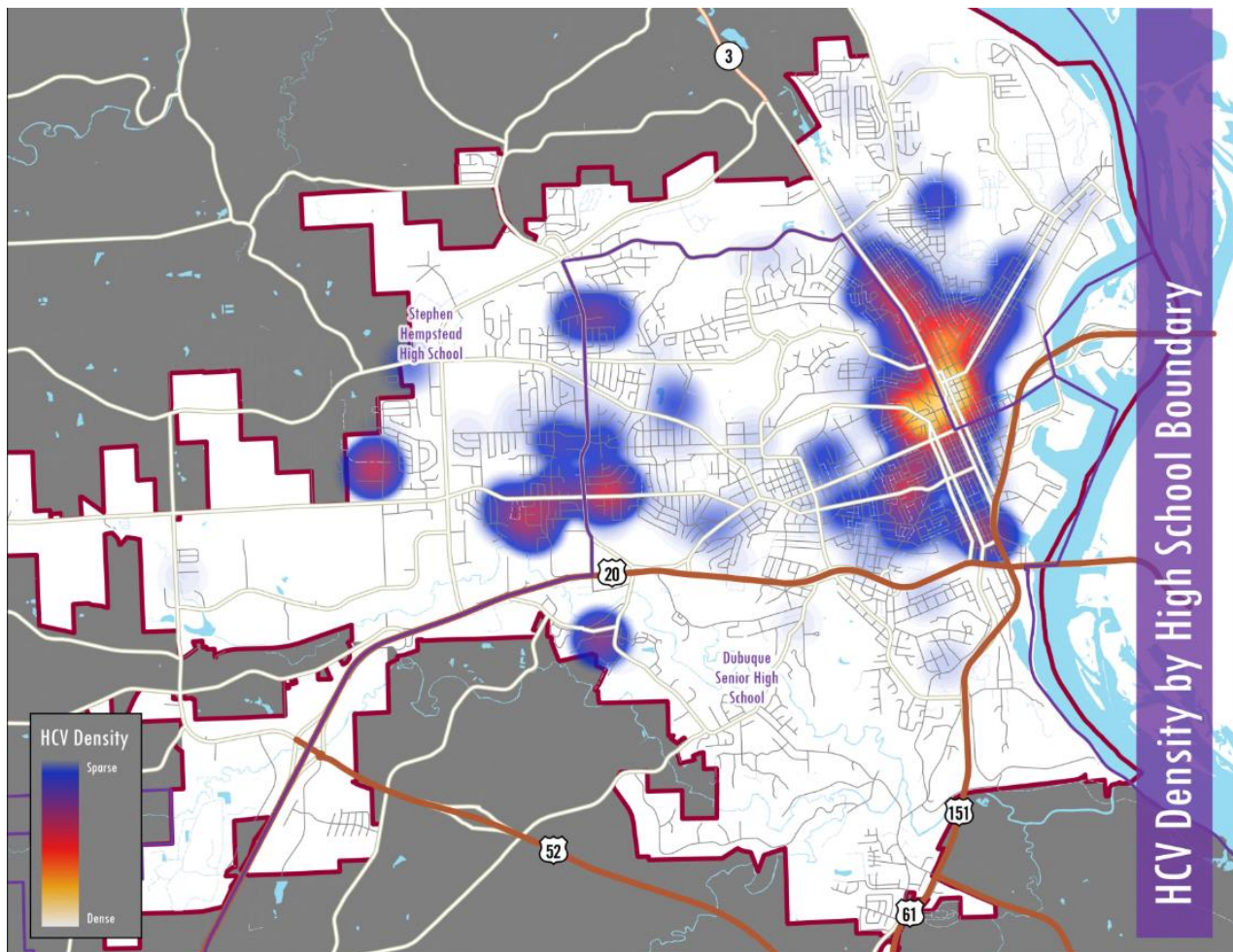
Figure 28: HCV Density by Middle School.



Source: City of Dubuque.

Three middle schools are located within the City of Dubuque. All of them are in neighborhoods with quite sparse Housing Choice Voucher usage and accessibility.

Figure 29: HCV Density by High School.

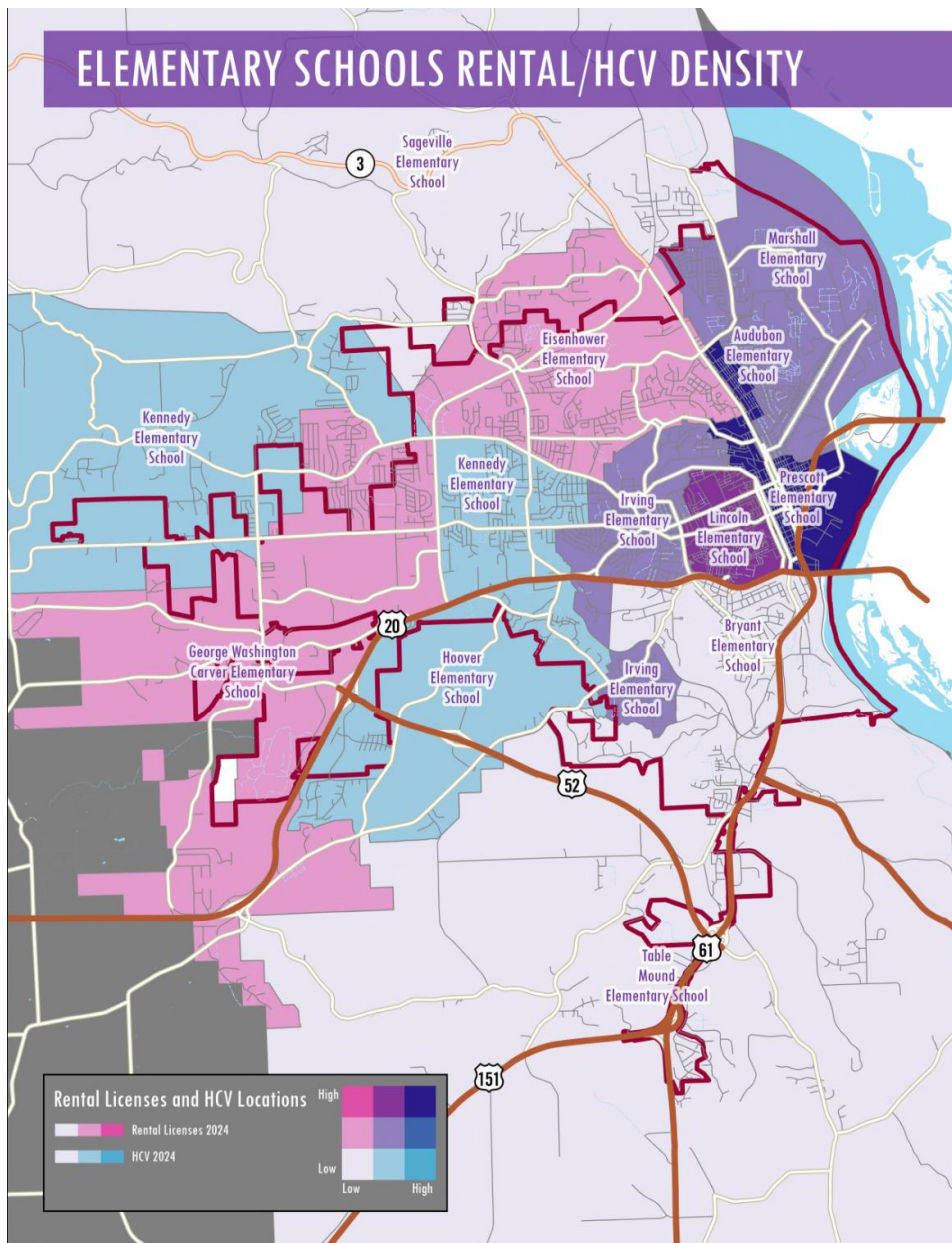


Source: City of Dubuque.

Dubuque has two High Schools and both of are located in Housing Choice Voucher sparse areas.

Schools in Relation to Rental Units

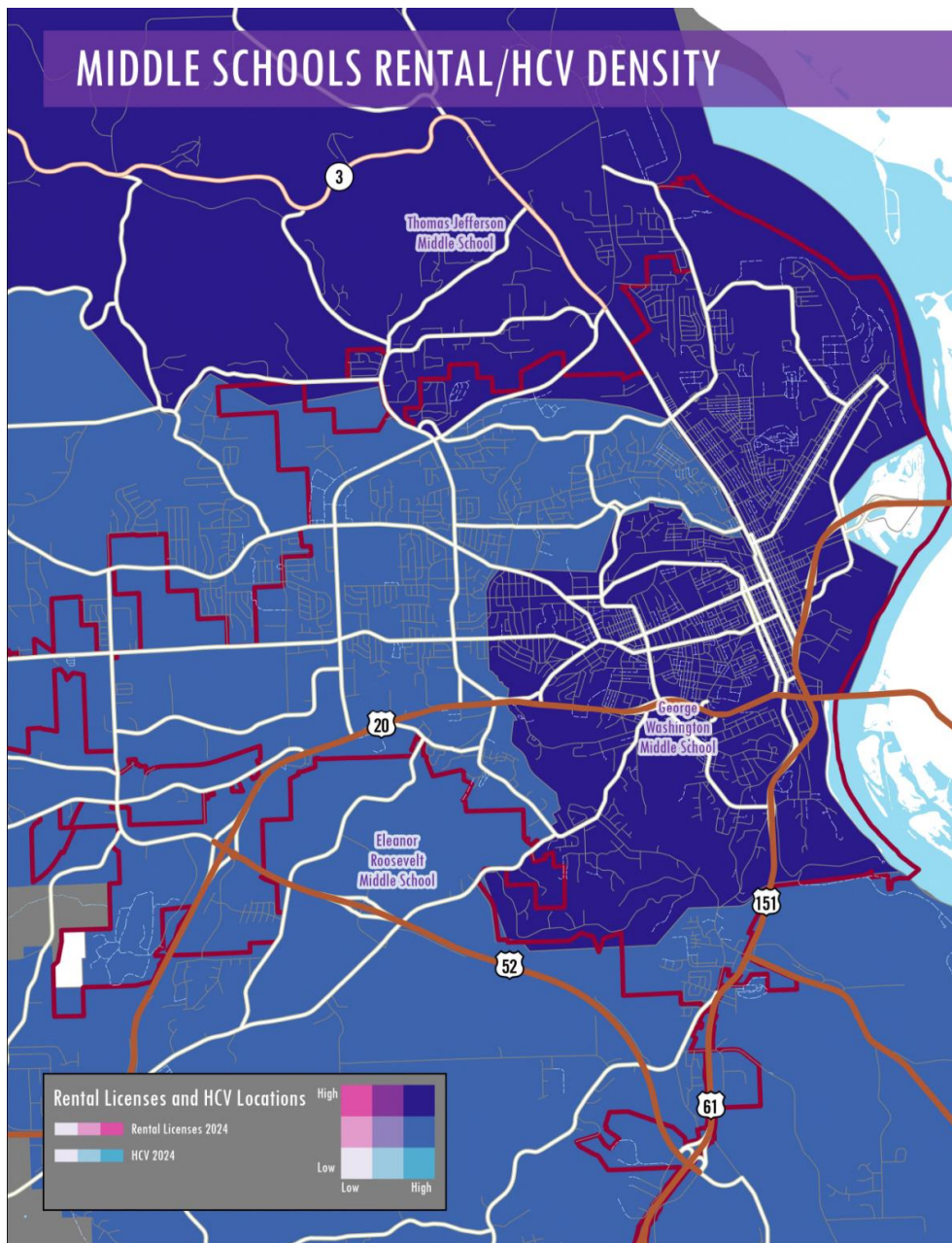
Figure 30: Elementary Schools vs. Rental/HCV Density.



Source: City of Dubuque.

The following maps show where rental licenses and Housing Choice Voucher density meet within the City of Dubuque. Prescott Elementary school sits in a neighborhood with high rental licenses and high Housing Choice Voucher presence. Figure 23 indicated the neighborhood was dense in Housing Voucher Usage compared to the rest of the City and appears to be high in renter-occupied housing.

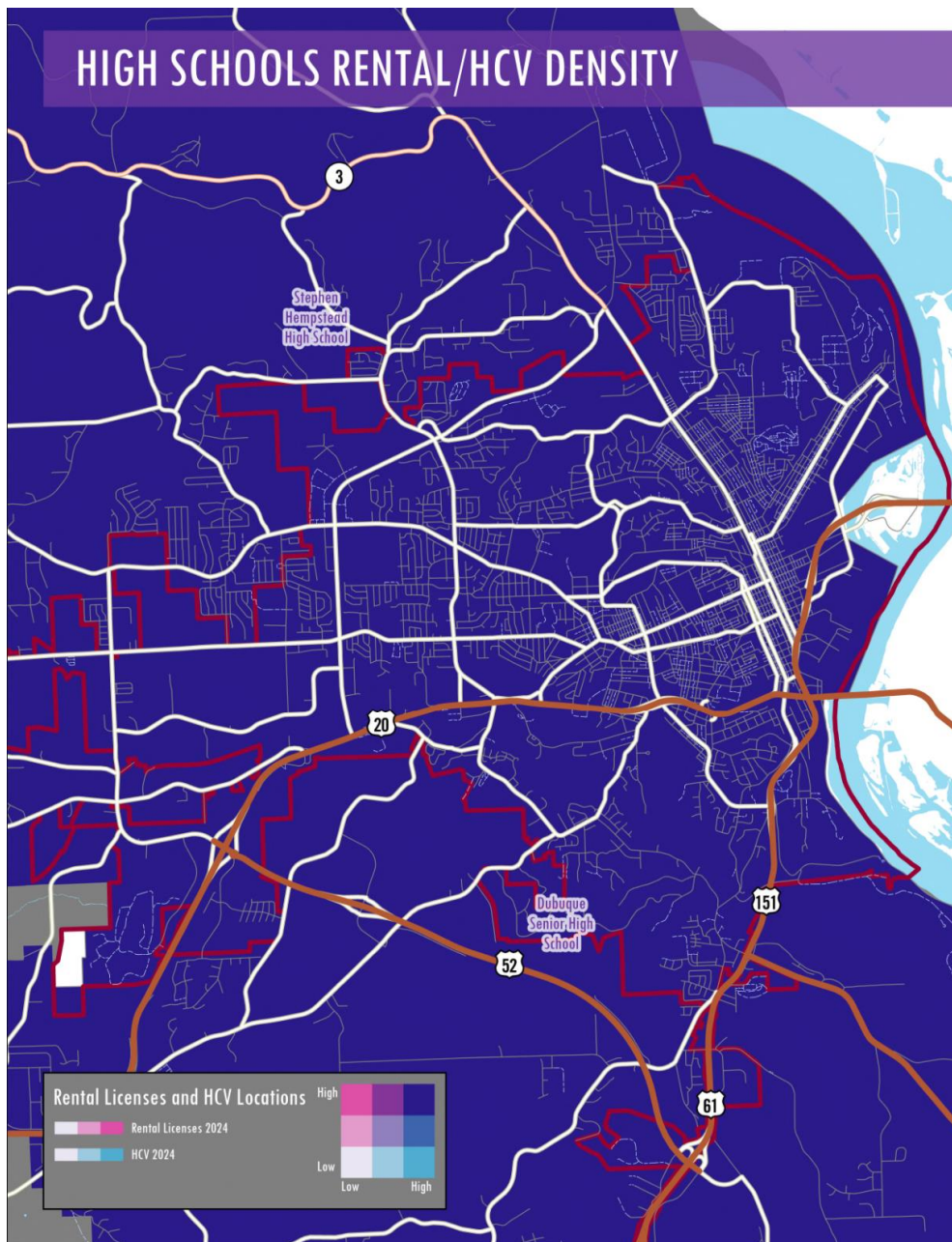
Figure 31: Middle Schools vs. Rental/HCV Density.



Source: City of Dubuque.

The Middle Schools in Dubuque are in areas that are both higher in rental licenses and dense in Housing Choice Voucher recipients.

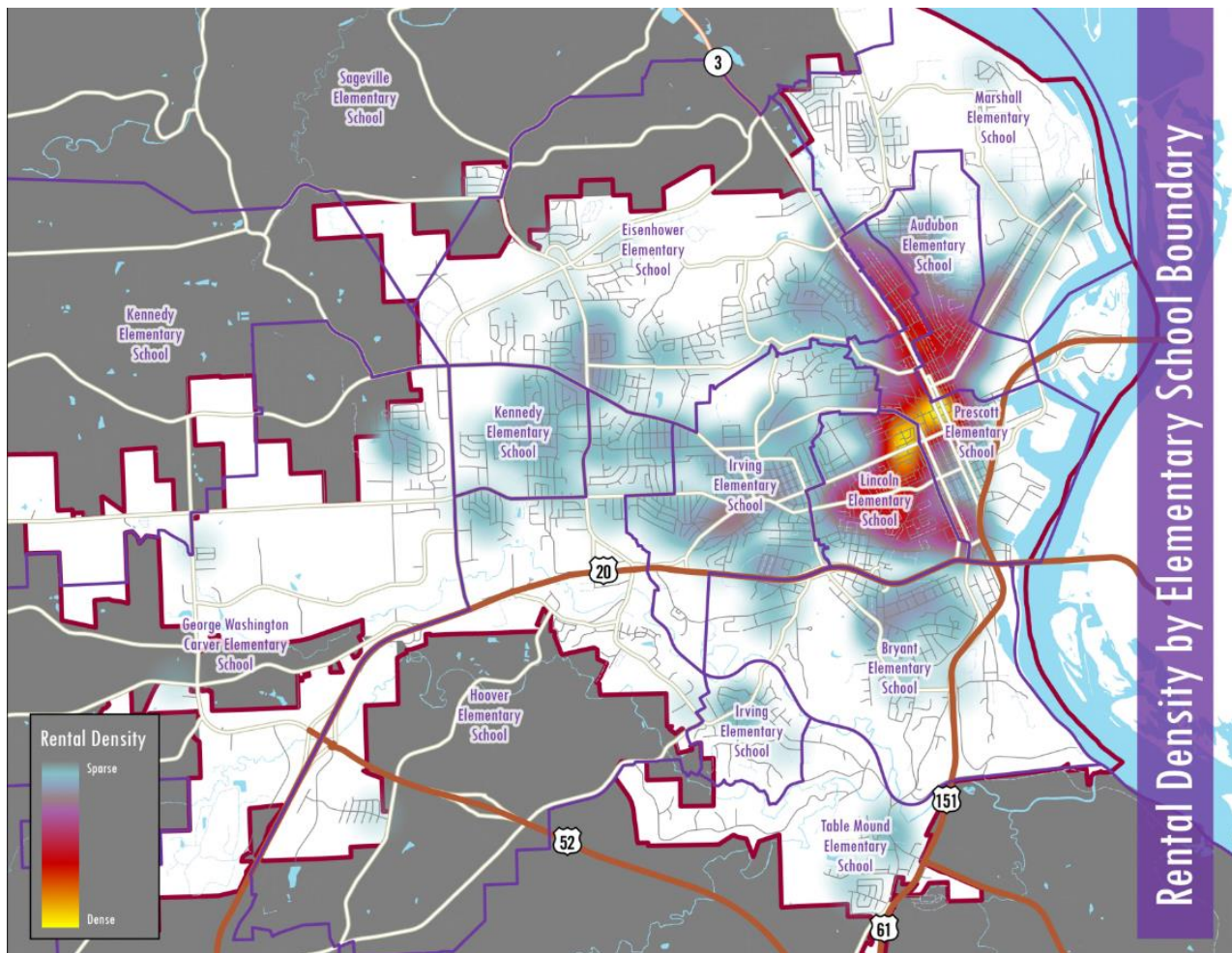
Figure 32: High Schools vs. Rental/HCV Density.



Source: City of Dubuque.

The High Schools in Dubuque are also located in areas that are high in rental licenses and Housing Choice Voucher recipients.

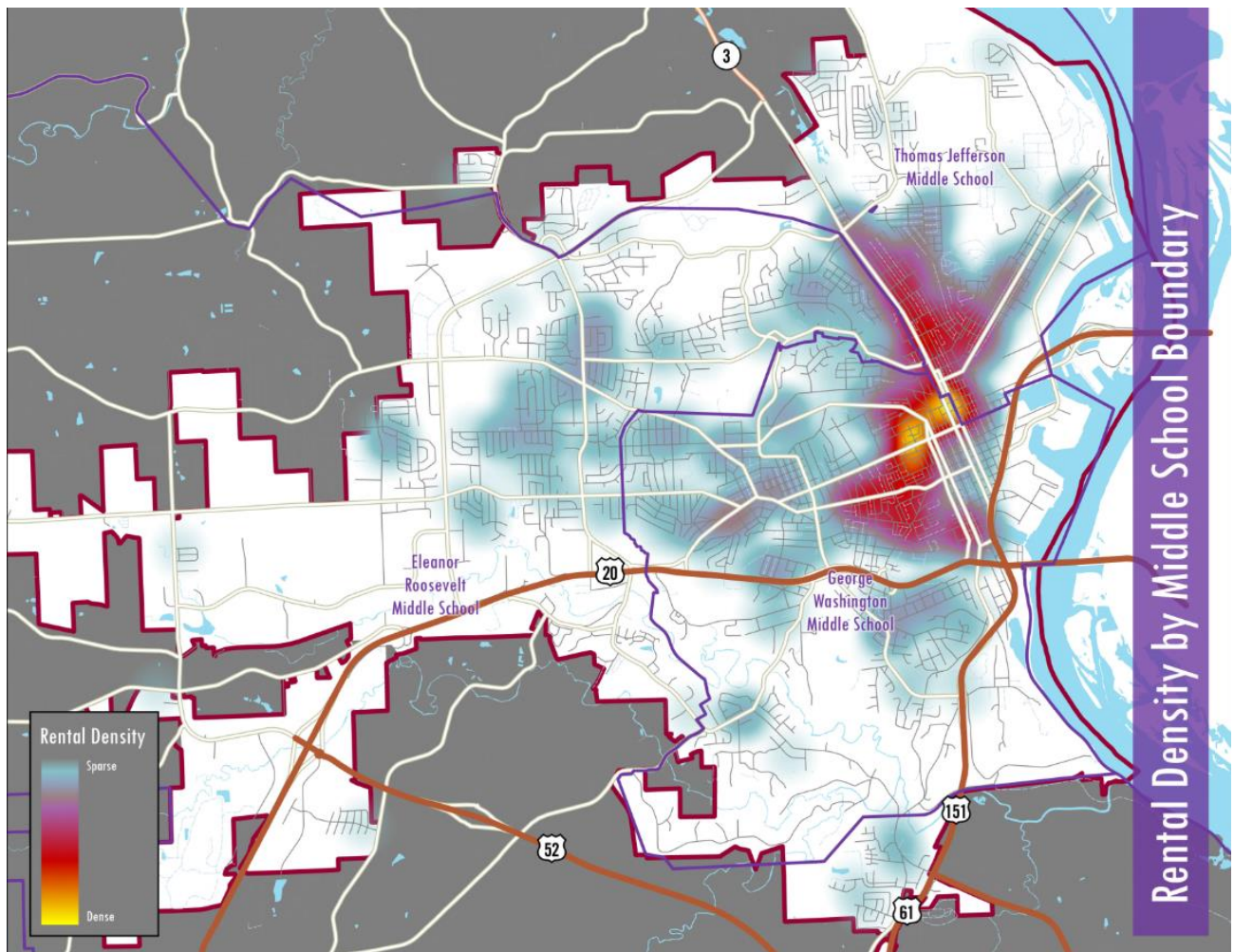
Figure 33: Rental Density by Elementary School Boundary.



Source: City of Dubuque.

As can be seen in Figure 29, rental density is highest in Downtown Dubuque (Tracts 3, 5, 7.01, 7.02) where Prescott and Lincoln Elementary Schools are located.

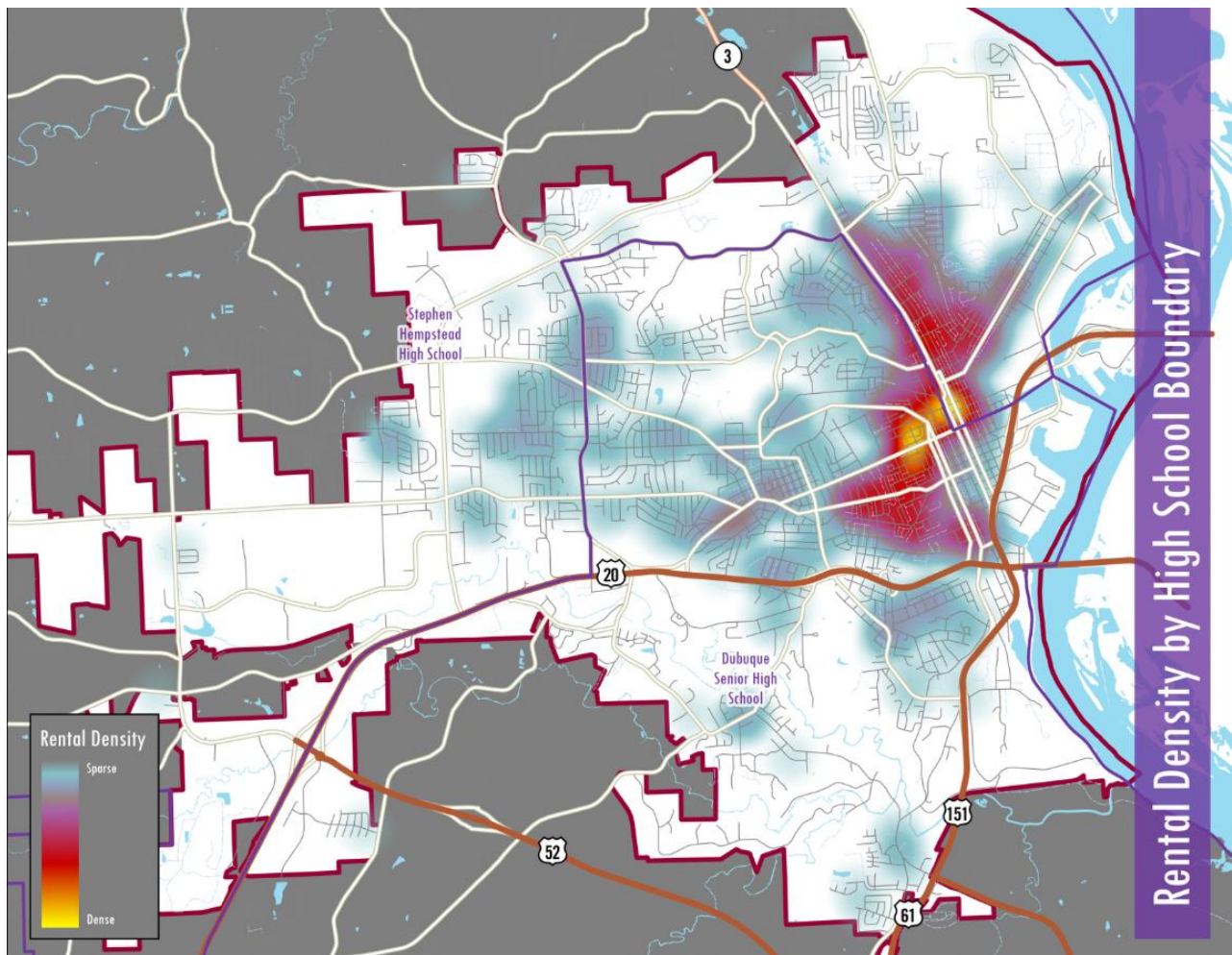
Figure 34: Rental Density by Middle School Boundary.



Source: City of Dubuque.

Both Middle Schools are located on the fringe of the dense rental neighborhoods.

Figure 35: Rental Density by High School Boundary.



Source: City of Dubuque

Dubuque's High Schools are also located in parts of the City heavy in owner-occupied housing and far from areas of rental density.

Transit Access

According to the Center for Neighborhood Technology's Housing + Transportation Affordability Index, Dubuque housing and transportation combined costs consume 44% of the families' total incomes. Single occupancy driving of car, truck or van is the most common form of commuting (80.3%) and the average work commute for City residents is 14.5 minutes. Compared to the rest of the country, Dubuquers spend much less time in their cars going to and from work.

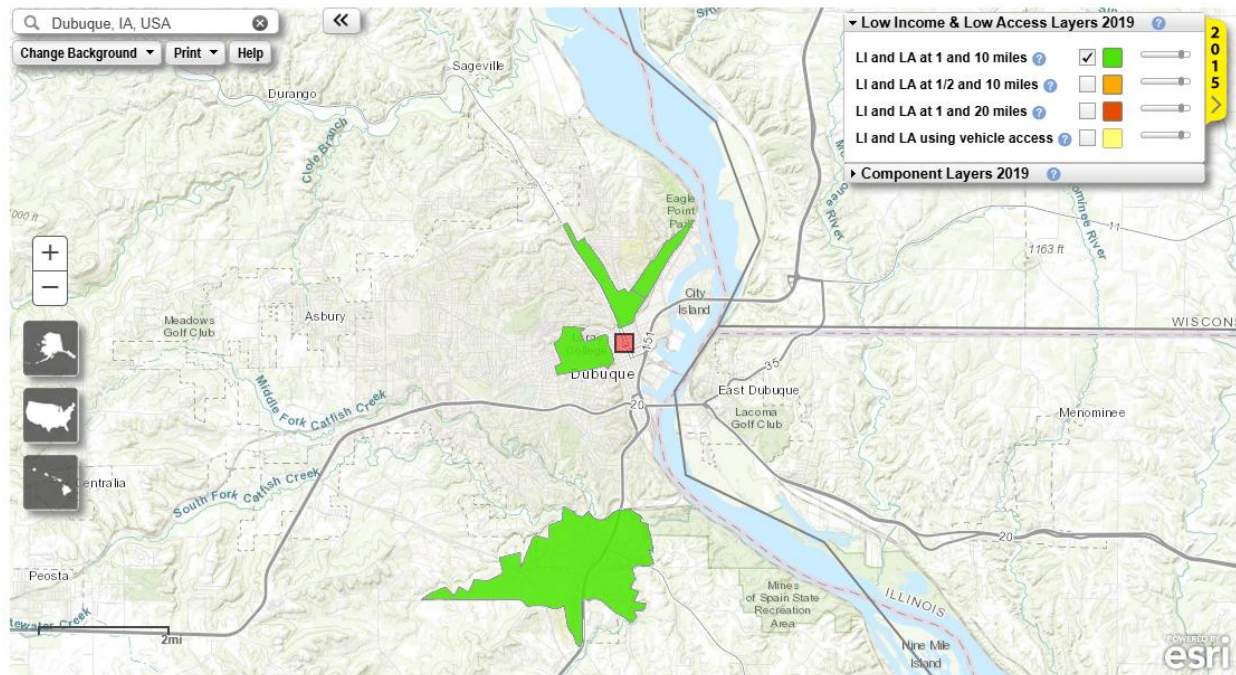
The city reports that over the past 5 years, the public transportation system has been expanded to increase accessibility for individuals with disabilities and low-income populations. Routes have also been changed. The Jule now offers two fixed-route busses and door-to-door paratransit mini-bus service throughout the city:

- Rack & Ride. All Jule buses are equipped with bike racks for passengers to use free of charge with the purchase of a regular bus fare ticket.
- Accessibility. All Jule buses are equipped with ramps and/or lifts to accommodate mobility devices. All Jule facilities and bus stops are accessible in compliance with the Americans with Disabilities Act (ADA).

Additionally, a door-to-door service for seniors is provided by a local nonprofit: DuRide. DuRide offers private car service 365 days a year and all DuRide volunteers complete a background check, hold a valid driver's license, and proof of insurance.

Food Access

Figure 36: Low Income and Low Access Map.



Last updated: Thursday, July 06, 2023

For more information, contact: [Alana Rhone](#)

Source: [USDA ERS - Food Access Research Atlas](#)

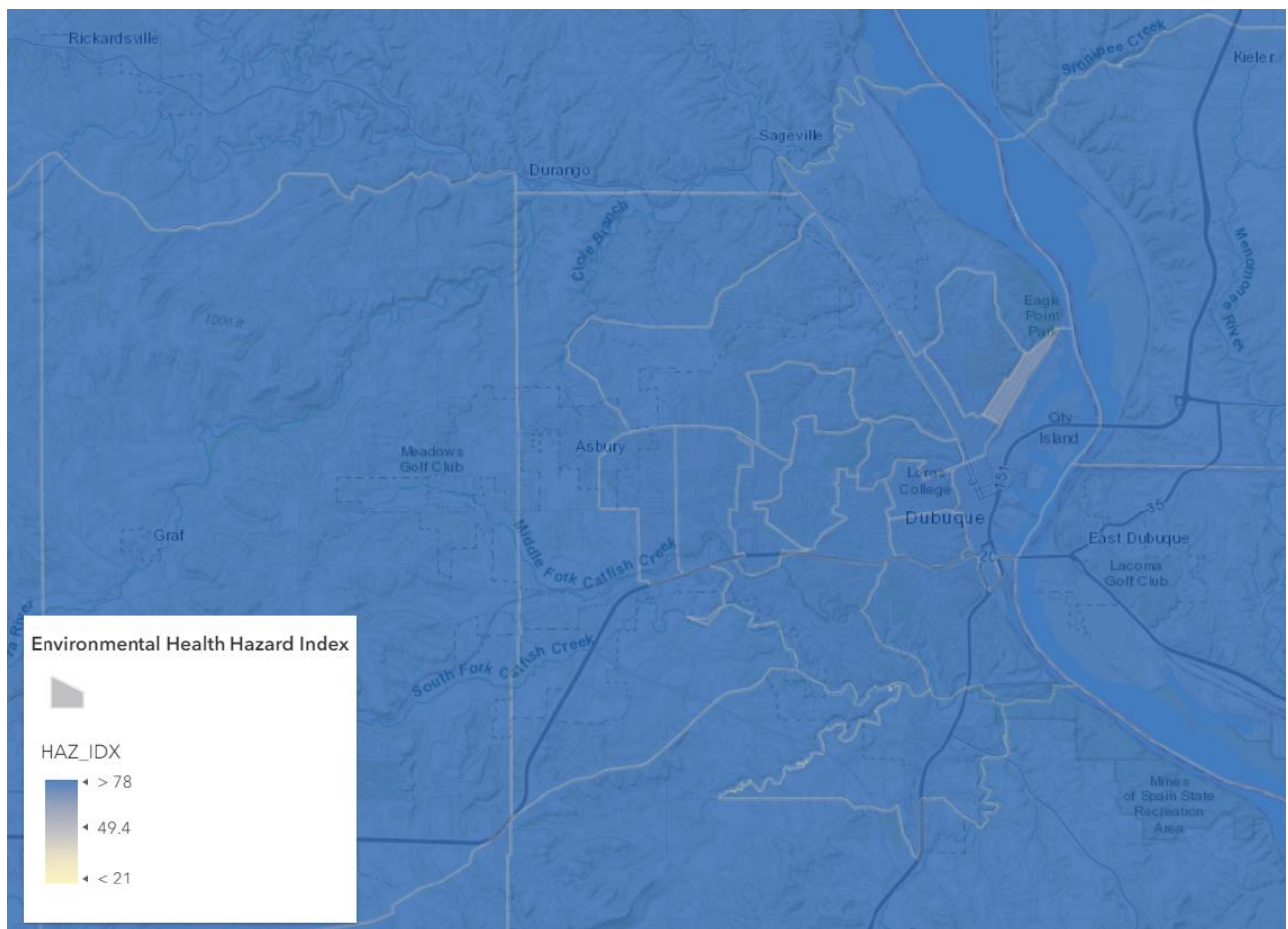
While slightly older data, the U.S. Department of Agriculture’s Food Access Research Atlas map above gives a spatial overview of food access indicators for low-income and other census tracts using different measures of supermarket accessibility. The map shows food access by census tract based on 2019 data (which was then updated July 6, 2023) and the distance one would need to travel to reach a full-service grocery store – the same areas within Dubuque where residents are more likely to live in poverty and rely upon public transit.

Figure 32 shows that Tracts 3, 5, and 7.01 within the City of Dubuque have lower levels of food access than other areas in the community. The average person would have to travel at least a mile in order to reach a full-service grocery store.

Environmental Health Index

The Environmental Health Index measures exposure based on EPA estimates of air quality carcinogenic, respiratory, and neurological toxins by neighborhood. Values are inverted and then percentile ranked nationally. Values range from 0 to 100. The higher the index value, the less exposure to toxins harmful to human health. Therefore, the higher the value, the better the environmental quality of a neighborhood, where a neighborhood is a census block-group. Unfortunately, large parts of Iowa do not have any data, and there is little to no variance among the areas that do have data available. For Dubuque, there are variances again in the tracts where poverty is most concentrated.

Figure 37: Environmental Health Hazard Index.



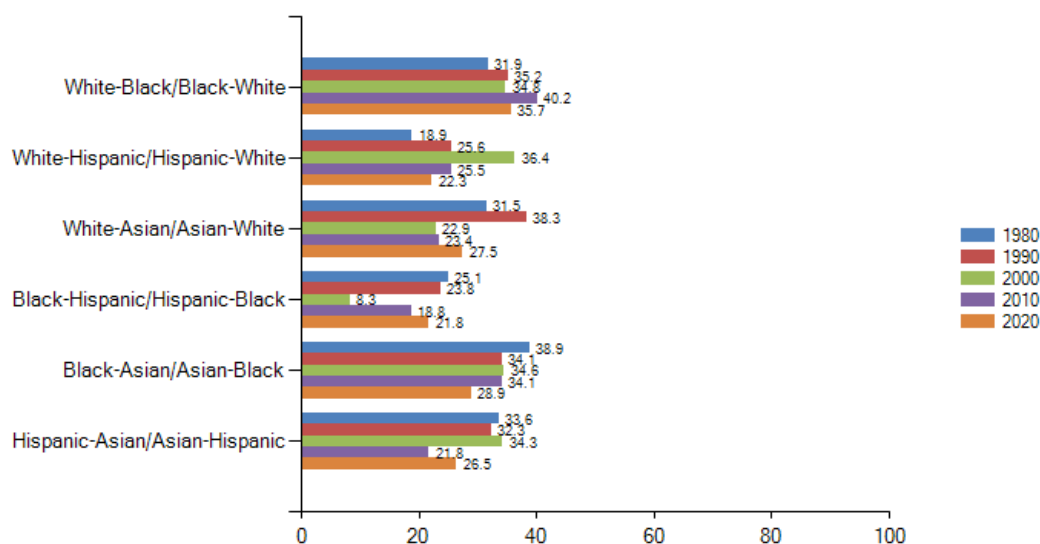
Source: [Environmental Health Hazard Index | HUD Open Data Site \(arcgis.com\)](#)

The map above shows that the City of Dubuque does not have high levels of exposure to toxins. Tract 3 is the only census tract in the City to have a lower level of environmental quality. The tract itself is predominantly residential but is next to a heavy industrial neighborhood along the river.

Dissimilarity Index

The dissimilarity index is a commonly used measure of community-level segregation. The dissimilarity index represents the extent to which the distribution of any two groups (frequently racial or ethnic groups) differs across census tracts or block-groups. Index values range from 0 to 100. A high value indicates that the two groups tend to live in different tracts. A value of 60 (or above) is considered very high. It means that 60% (or more) of the members of one group would need to move to a different tract for the two groups to be equally distributed. Values of 40 or 50 are usually considered a moderate level of segregation, and values of 30 or below are fairly low. The chart below shows how the values have changed over time between 1980 and 2020.

Figure 38: Dissimilarity Index.



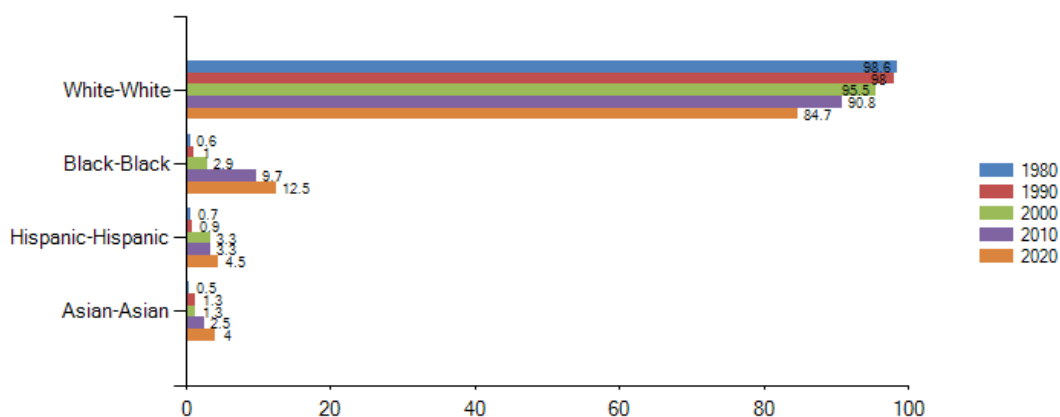
Source: <https://s4.ad.brown.edu/projects/diversity/index.htm>

The Dissimilarity Index for Dubuque shows that there is a moderate to low level of segregation. This means that in most tracts throughout the City are diverse and consist of at least two racial or ethnic groups.

Isolation Index

The isolation index is the percentage of the same-group population in the census tract where the average member of a racial/ethnic group lives. It has a lower bound of zero (for a very small group that is quite dispersed) to 100 (meaning that group members are entirely isolated from other groups). It should be kept in mind that this index is affected by the size of the group - it is almost inevitably smaller for smaller groups, and it is likely to rise over time if the group becomes larger. This chart illustrates that the isolation index of white individuals is consistently higher than that of its black, Hispanic, and Asian counterparts.

Figure 39: Isolation Index.



Source: [Diversity and Disparities \(brown.edu\)](https://brown.edu/diversity-and-disparities)

The Isolation Index for Dubuque shows that White individuals are widely dispersed throughout the City, while Black, Hispanic, and Asian groups are significantly more limited in what tracts they live in. The data shows that there has been growth and expansion each decade in where minority groups in Dubuque are living, but due to the size of these groups in comparison to White residents these numbers may seem more extreme than they are.

2025 And Forward

The fair housing barriers identified through AI research are provided in the table below. A priority ranking of actions, per HUD's AFH tool, are assigned based on:

- The significance of the barrier in limiting housing choice,
- The significance of the barrier in contributing to segregation, and
- Ease of implementation (12-24 months).

This plan and its activities span a five-year period.

Key themes that serve as the foundation for 2025 plan include:

- Lack of available, affordable, quality housing.
- The Housing Choice Voucher Program is still not accepted city-wide; current locations of HCVs show higher usage in concentrated areas of poverty and older housing stock.
- Unequal access to opportunities and resources within Dubuque such as school quality, food, and transportation.
- More affordable childcare, activities, and programming.

The following goals and action items were derived from both the data collected and analyzed within this document as well as the feedback received from the Focus Groups and Survey.

2025 Fair Housing Plan

Goal #1: Advance equity with fair housing advocacy, education, and enforcement.		
Barrier	Action	Status (Upcoming, In Progress, On Hold, Complete)
Housing Choice Vouchers are not being protected as a source of income for many rental units and many landlords do not accept them. This limits where individuals and families are able to live and the type of housing available to them.	Continue working with landlords in Dubuque to educate them on the benefits and importance of Housing Choice Vouchers in order to expand the program throughout Dubuque.	
	Create more educational opportunities for first time homebuyers and renters on topics like financial literacy and home maintenance.	

	Enhance education and training for landlords through the Successful Property Maintenance course that the PHA presents regarding the Housing Choice Voucher Program.	
	Provide educational resources about pets in Housing Choice Voucher units.	

Goal #2: Implement local government policies that encourage equity and decrease disparate impacts.		
Barrier	Action	Status (Upcoming, In Progress, On Hold, Complete)
While childcare has grown over the past few years, there is still a need for more, affordable childcare and activities for children in Dubuque. (Noted in Focus Groups).	Look into partnering with schools or other organizations to provide more public activities, amenities, and programs to children in underserved parts of Dubuque.	
	Continue to grow affordable childcare and consider care for special needs children and children whose parents work the 2nd or 3rd shift.	

Goal #3: Increase and promote safe, affordable housing.		
Barrier	Action	Status (Upcoming, In Progress, On Hold, Complete)
Lack of quality, affordable housing stock.	Allocate more resources and work with Iowa Finance Authority (IFA) and other agencies to grow affordable housing development and provide incentives for developers to include affordable units in their projects.	
	Implement policies to protect, maintain, and grow current affordable housing stock, including working with homeowners, landlords, and tenants.	
	Investigate to ensure that current affordable housing is not at risk of being converted to higher-end units.	

Home ownership in Dubuque for non-white residents can be challenging as they tend to face more barriers such as denied loans, language barriers, and general lack of awareness of the materials and resources available to them.	Develop a policy for regular review of City administered lending practices for fair housing issues. Include, at a minimum, loans for home purchase, home improvement, and refinancing.	
	Consider creating an independent fair housing testing program to ascertain if prohibited discriminatory practices are occurring.	
	Ensure translations are available for all important documents and applications and easily accessible both online and in physical form.	

Goal #4: Increase access to opportunity and the building of social capital.		
Barrier	Action	Status (Upcoming, In Progress, On Hold, Complete)
The nonprofit service array is confusing to consumers.	Use assessments from the Equitable Poverty Prevention Plan and any other relevant plans regarding the nonprofit services array and gaps to make necessary improvements that increase access to opportunity and coordinated entry.	
Unequal access to opportunities and resources such as food, quality education, and transportation.	Increase regional cooperation among service providers.	
	Consider community gardens or incentivize grocery store development within food-insecure neighborhoods of Dubuque.	
	Identify transportation gaps throughout Dubuque for those that may not have their own vehicles and rely on walking, biking, or public transportation.	

Conclusion

Housing is an essential asset to the community and a key indicator of the health and quality of life of Dubuque. The City of Dubuque is an award-winning community that has earned positive recognition to be proud of over the past few years:

- Score of 100 on 2023 Municipal Equality Index
- America in Bloom – Growing Vibrant Communities 2022
 - Over 35,000 Population Category Award
- Named an Iowa Thriving Community 2023
- Named one of 24 selected cities to participate in Cities Forward Program 2023
- Iowa Community of Character 2024

Despite these accolades, 13% of Dubuque’s population still lives in poverty. Although this figure has improved since 2018, it remains a significant issue. The close connection between poverty and housing reveals several barriers to fair housing, including a shortage of affordable housing, substandard living conditions, and high housing costs. A major concern is the reluctance of landlords to accept housing vouchers as a source of income for renters. Additionally, residents’ housing options are limited by poverty and a state minimum wage that has not kept pace with the rising costs of housing and living expenses.

The City aims to attract new businesses while ensuring that current residents can thrive. Its comprehensive plan, Imagine Dubuque, outlines strategies to enhance housing options and neighborhood livability. Additionally, the Equitable Poverty Prevention Plan offers further strategies to increase equity within the jurisdiction.

This analysis highlights that some previous fair housing actions have not seen as much progress. Specifically, the action to streamline the nonprofit services array and to make necessary improvements to increase access to opportunity and coordinated entry. This action carries over from the 2019 Impediments to Fair Housing Plan.

These actions remain relevant and are included in the proposed five-year fair housing plan. Specifically, fair housing enforcement and expanding safe and affordable housing units is essential for Dubuque’s future. By addressing fair housing impediments and related contributing factors, in conjunction with Imagine Dubuque and the Equitable Poverty Prevention Plan, the community can be transformed, ultimately achieving Dubuque’s vision of a viable, livable, and equitable community.

Appendix

Definitions

Affirmatively Furthering Fair Housing

Taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all program participant's activities and programs relating to housing and urban development.

Affordable Housing

Affordability of housing is relative to income generated per household. The most used statistic for gauging affordability is 30% of a household's income, meaning that a household spending up to 30% of their income towards housing related expenses equates to affordability. Renter's housing costs, for example, may include utilities. Homeowner costs may include things like insurance, mortgage payment and anticipated costs of repair, taxes, and utilities.

American Community Survey (ACS)

ACS is an ongoing survey conducted by the US Census Bureau that provides data estimates every year. ACS data is used to show characteristics and trends in populations, not hard counts. In this AI, five-year data is used when available to increase the accuracy and readers' understanding of trends; ACS five-year estimates 2019-2014 are the primary data source in the City's 2025 Analysis of Impediments.

Community Development Block Grant (CDBG)

CDBG is a federal grant program administered by the US Department of Housing and Urban Development (HUD) that provides funding for community development opportunities. For municipalities with populations over 50,000 are called entitlement communities. The goal of the CDBG program is to provide benefit to low- and medium income households to ensure affordable housing opportunities, provide services to vulnerable populations, and support economic development opportunities.

Comprehensive Housing Affordability Strategy (CHAS)

CHAS data is a US Department of Housing and Urban Development (HUD) custom tabulation of ACS data from the US Census Bureau that are not available through standard Census products. Datasets are typically released a year behind ACS tabulations, but have increased precision of

tabulations, especially among housing-related data. This data is meant to demonstrate the extent of housing problems and housing needs, particularly for low-income renter households.

Disability

(1) The term "disability" means, with respect to an individual:

- (i) A physical or mental impairment that limits one or more major life activities of such individual;
- (ii) A record of such an impairment; or
- (iii) Being regarded as having such an impairment.

(2) The term "disability" as used herein shall be interpreted consistent with the definition of such term under section 504 of the Rehabilitation Act of 1973, as amended by the Americans with Disabilities Act Amendments Act of 2008. This definition does not change the definition of "disability", or "disabled person" adopted pursuant to a HUD program statute for purposes of determining an individual's eligibility to participate in a housing program that serves a specified population.

Home Mortgage Disclosure Act (HMDA)

The HMDA is a data source supplied in part by mandatory reporting of loan applications within metropolitan statistical areas. HMDA data is used in this report to show loan originations and denials only, by race, for first liens on owner-occupied housing.

Housing Choice Voucher (HCV)

HCV is a major program by the federal government to assist the very low-income families, the disabled and the elderly to access safe, sanitary, and decent housing available in the private market. Often referred to as "Section 8."

Housing Cost Burden

When a household spends more than 30% of adjusted gross household income on housing, they are considered cost burdened. Households that spend more than 50% of their household income on housing are considered severely cost burdened.

HUD Area Median Family Income (HAMFI)

HAMFI is a measure of median income by household calculated by HUD determined housing markets, based on metropolitan statistical areas. While HAMFI does not provide the precision of a County Median Income or City Median Income, HAMFI offers HUD the ability to adjust median income by known household size in CHAS tabulations, providing more consistent data metrics across demographics.

CDBG programs define "low-income" households as earning below 50% of the Area Median Income, while under Section 8 Housing Assistance Payments a household earning 50% of the Area

Median Income or under would be considered “very low-income”. These income definitions vary by program across all income levels. For this report's purposes, a variation of the most common definitions is used to describe the income levels of households of various sizes.

Iowa Finance Authority (IFA)

IFA administers statewide affordable housing programs including mortgage and down payment assistance, as well as programs that assist in the development and preservation of affordable rental properties. IFA also offers programs to assist in community development and maintains a searchable database—Iowa Interactive Dashboard—a key data source for this AI.

U.S. Department of Housing and Urban Development (HUD)

The federal government agency that implements law, policies and programs related to housing and community development. HUD was created to strengthen the housing market and fair access to it.

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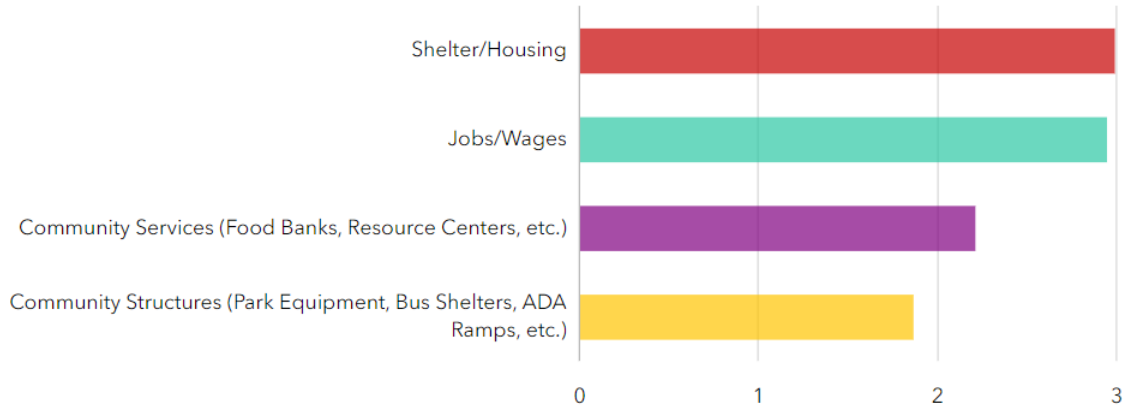
CDBG Survey Questions and Results

● What are the highest needs in our community? *



Column

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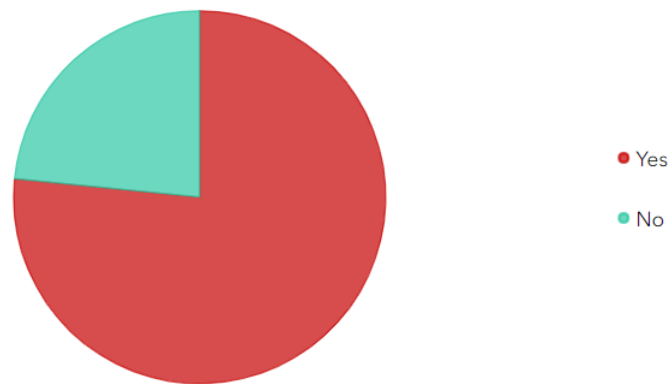
● Do you feel some services are less available or accessible to some people? *

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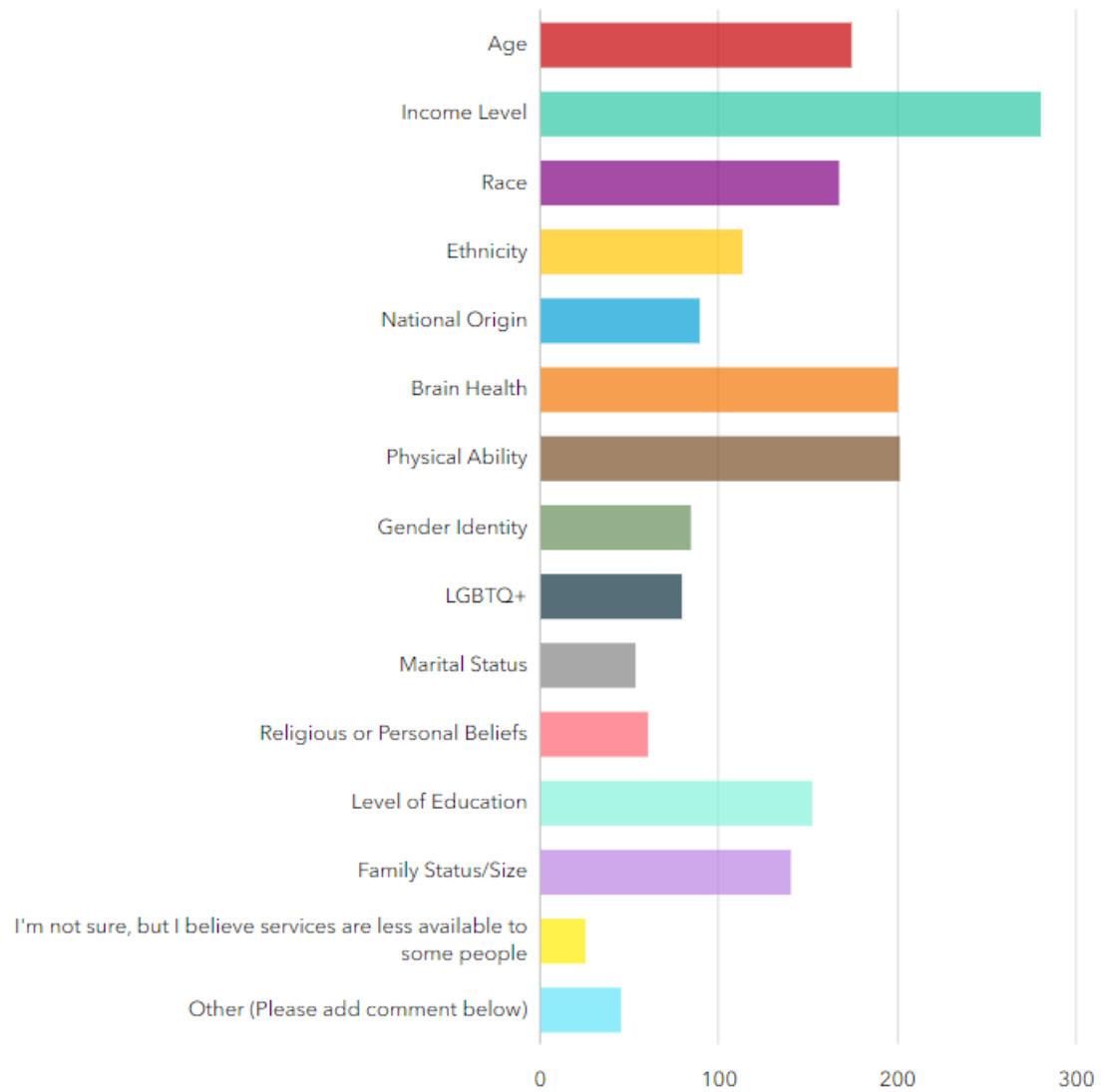
Pie

Map



● Select which characteristics may create barriers to access

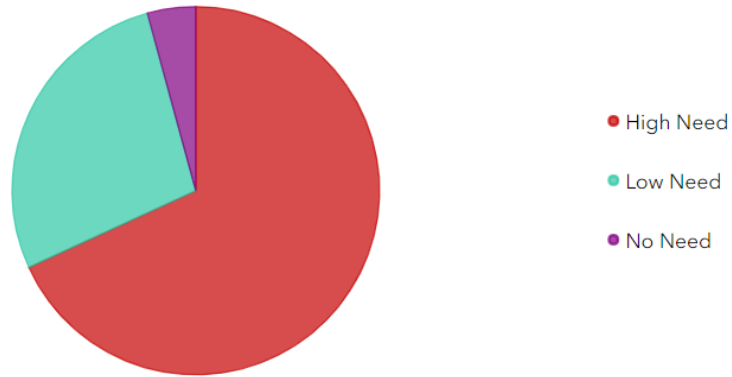
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Access to Services > Please rate the level of need for each activity or group in the Dubuque Community

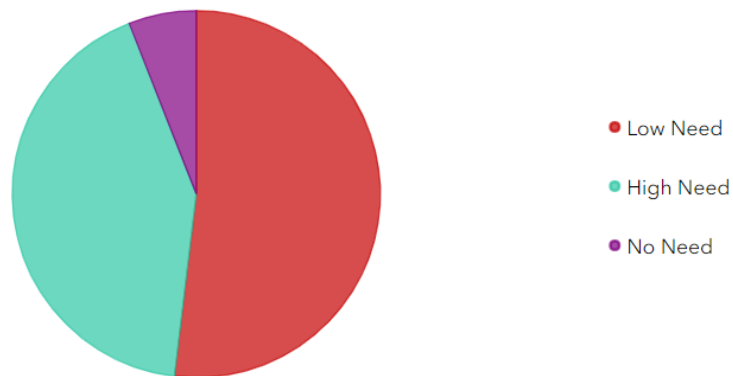
● ● Abused and/or Neglected Children

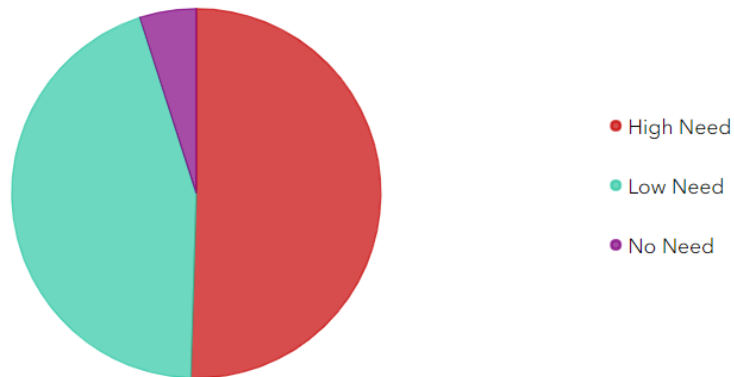
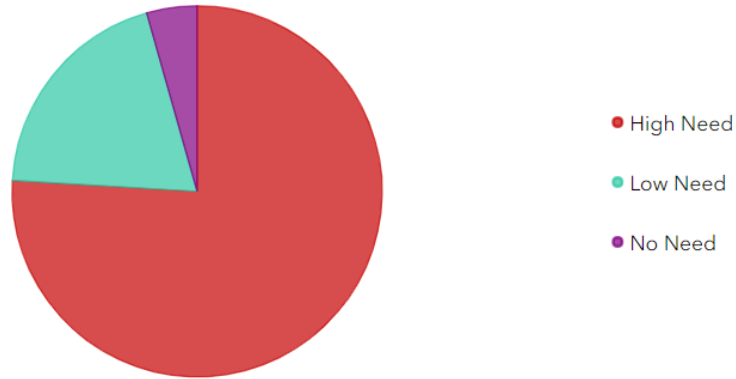
Column Bar Pie Map

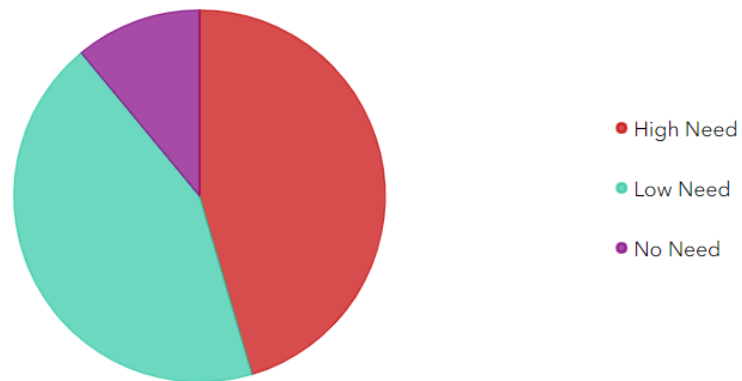
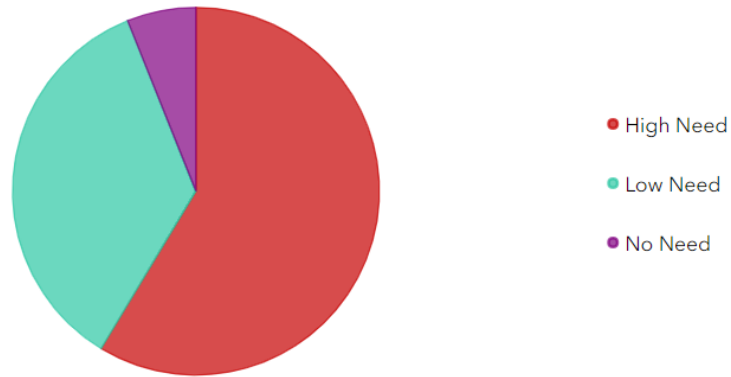


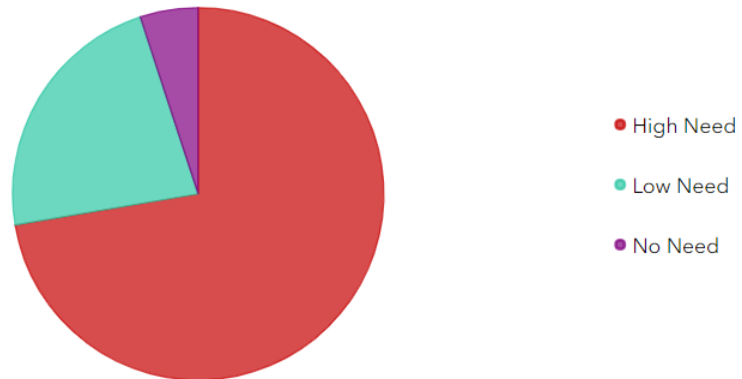
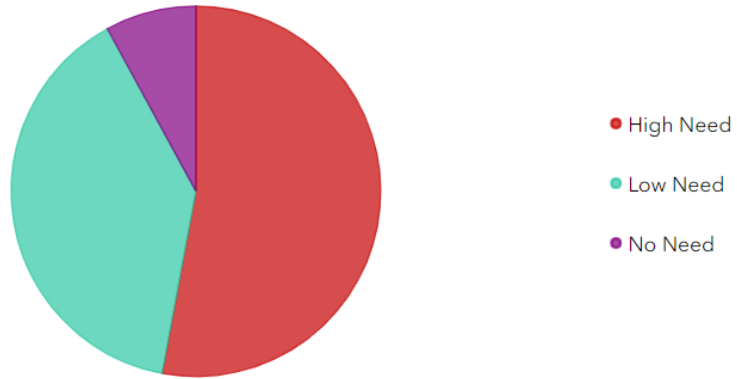
● ● Buildings for Persons with Disabilities

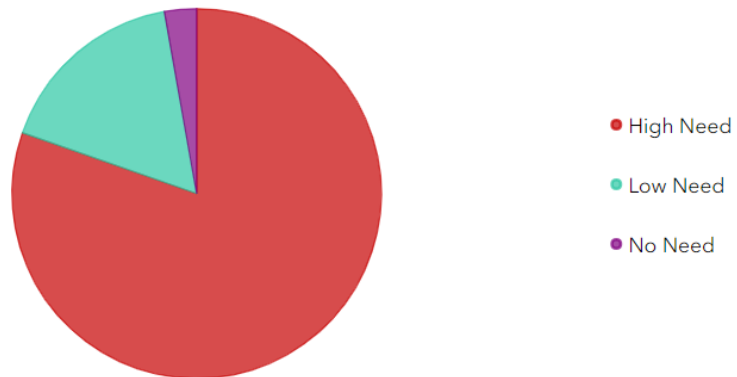
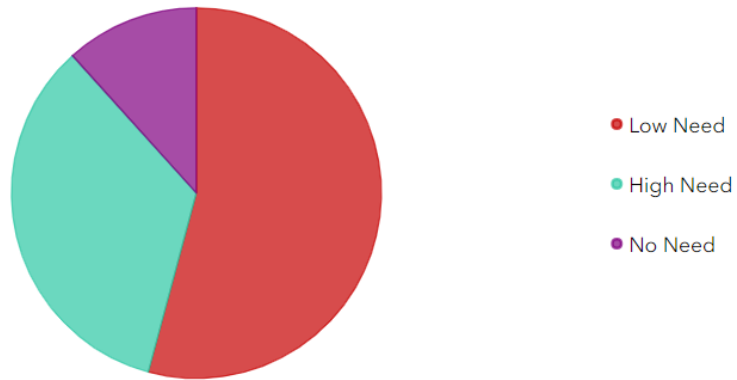
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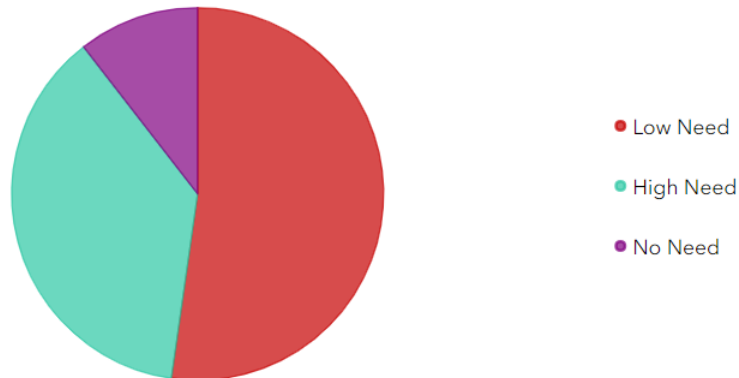
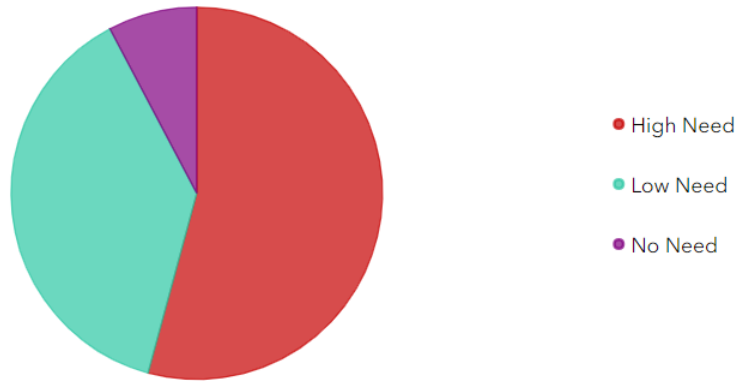


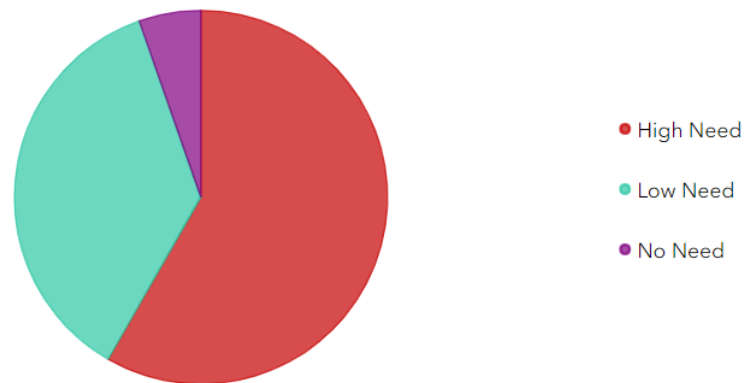
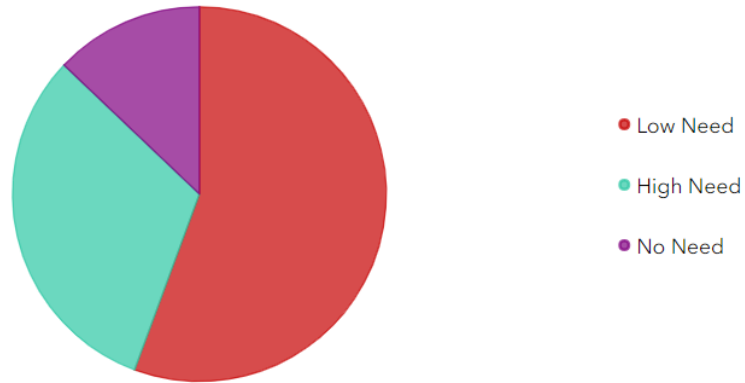


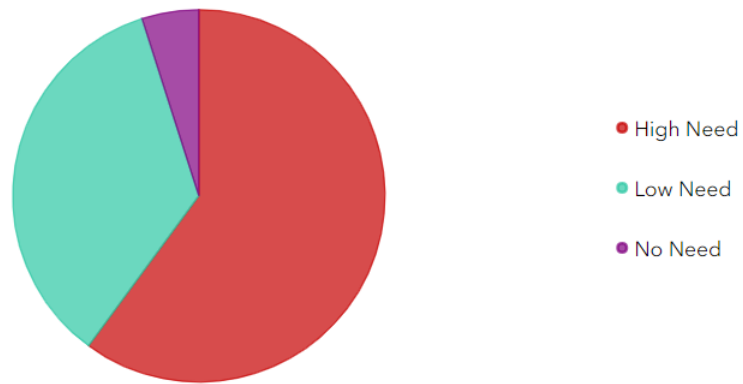












Impediments to Fair Housing

2025 - 2030

Goals and Actions

Goal #1: Advance equity with fair housing advocacy, education, and enforcement.

1. Continue working with landlords in Dubuque to educate them on the benefits and importance of Housing Choice Vouchers in order to expand the program throughout Dubuque.
2. Create more educational opportunities for first time homebuyers and renters on topics like financial literacy and home maintenance.
3. Enhance education and training for landlords through the Successful Property Maintenance course that the PHA presents regarding the Housing Choice Voucher Program.
4. Provide educational resources about pets in Housing Choice Voucher units.

Goal #4: Increase access to opportunity and the building of social capital.

1. Use assessments from the Equitable Poverty Prevention Plan and any other relevant plans regarding the nonprofit services array and gaps to make necessary improvements that increase access to opportunity and coordinated entry.
2. Increase regional cooperation among service providers.
3. Consider community gardens or incentivize grocery store development within food-insecure neighborhoods of Dubuque.
4. Identify transportation gaps throughout Dubuque for those that may not have their own vehicles and rely on walking, biking, or public transportation.

Goal #2: Implement local government policies that encourage equity and decrease disparate impacts.

1. Look into partnering with schools or other organizations to provide more public activities, amenities, and programs to children in underserved parts of Dubuque.
2. Continue to grow affordable childcare and consider care for special needs children and children whose parents work the 2nd or 3rd shift.

Goal #3: Increase and promote safe, affordable housing.

1. Allocate more resources and work with Iowa Finance Authority (IFA) and other agencies to grow affordable housing development and provide incentives for developers to include affordable units in their projects.
2. Implement policies to protect, maintain, and grow current affordable housing stock, including working with homeowners, landlords, and tenants.
3. Investigate to ensure that current affordable housing is not at risk of being converted to higher-end units.
4. Develop a policy for regular review of City administered lending practices for fair housing issues. Include, at a minimum, loans for home purchase, home improvement, and refinancing.
5. Consider creating an independent fair housing testing program to ascertain if prohibited discriminatory practices are occurring.
6. Ensure translations are available for all important documents and applications and easily accessible both online and in physical form.

**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE:	Signed Contract(s)
SUMMARY:	Usage Agreement with Clarke University for Veterans Memorial Park Field 2; Peerless Well and Pump, Incl for the Well 2 Emergency Repairs.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 25_01_16 Usage Agreement with Clarke University for Veterans Fully Executed
2. Well No 2 Emergency Repairs Contract Peerless Pump (34)

**USAGE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
CLARKE UNIVERSITY**

THIS USAGE AGREEMENT (the Agreement), dated for reference purposes the 15 day of January 16, 2025, is made and entered into by and between the City of Dubuque, Iowa, a municipal corporation (City) and Clarke University (University).

SECTION 1. PREMISES AND TERM.

1.1. In consideration of the terms, covenants, conditions and agreements set forth in this Agreement, City hereby permits University to use the Veterans' Memorial Park, Softball Field #2, shown on Exhibit A, together with any and all easements and appurtenances thereto and subject to any easements and restrictions of record (the Premises), for a term of three (3) years commencing on January 1, 2025 and terminating at 11:59 p.m. on December 31, 2027 subject to all of the terms, covenants, conditions and agreements contained herein.

1.2. Termination. Either party may terminate this Agreement for any reason with or without cause upon thirty (30) days written notice delivered to the other party. Upon termination, City shall have the right to enter the Premises and to assume exclusive use and control of the Premises. Upon termination of this Agreement, University agrees to surrender possession of the Premises in its condition as when first permitted use, or to restore the Premises to substantially the same condition, ordinary wear and tear excepted.

1.3. Condition of Premises. City shall deliver and University accepts the Premises in its "as is" condition.

SECTION 2. FEE; UTILITIES AND OTHER COSTS. University shall not be required to pay City a fee for the use of the Premises but shall pay all costs of supplies, utilities, fuel and any other costs and expenses associated with University's use of the Premises.

SECTION 3. IMPROVEMENTS.

3.1 University Improvements. University shall not construct any improvements on the Premises without the prior written approval of City. City at its option and upon written notice may require University to remove any improvements constructed by University from the Premises at University's sole expense and University shall have ninety (90) days after such notice or the termination of this Agreement to complete such removal. If University fails to remove the improvements within such ninety-day period, City may cause the improvements to be removed and University shall pay the costs of such removal within thirty (30) days of receipt of a statement therefore from City. Any improvement requested by University shall be at University's sole expense.

3.2. Signage. University shall not place any signage on the Premises without the prior written approval of the City Manager which approval shall be in the City Manager's sole discretion. Signage shall only be displayed during times when University is using the Premises.

SECTION 4. STORAGE. Storage is an issue at Veteran's Memorial Park, Softball Field #2 acknowledged by both parties and will be addressed during the term of this Agreement as follows:

4.1. During the softball season as outlined in Section 8.1, City will rent and provide access to University to a bay in the Storage Facility shown on Exhibit B.

4.2. University agrees to pay City \$600.00 on the first day of March, 2025, and on the first day of March of each year of the Term as rent for the use of the Storage Facility. City shall invoice University and provide supporting documentation for the reimbursement request.

4.3. University agrees to insure the Storage Facility and the contents of the Storage Facility as described in Section 9 and acknowledges City will not carry insurance on the contents and that City will have no liability of any kind for damage to the contents.

4.4. University shall have the right to enter onto and travel across Veteran's Memorial Park for purposes of accessing the Storage Facility. Material and equipment shall be limited to items necessary and pertinent to operations and maintenance of a college softball facility.

4.5. University agrees that it shall not store or process any hazardous material on the Premises and in the Storage Facility.

SECTION 5. UTILITIES. University shall pay all utilities for the use of the Premises.

SECTION 6. REPAIRS / MAINTENANCE. University shall at all times during the term of this Agreement, at University's own cost and expense, keep the Premises free of litter, in good order, condition and repair, and shall repair any damage done as a result of University's use of the Premises.

SECTION 7. COMPLIANCE WITH LAW. During the term of this Agreement, University shall comply with all applicable laws applicable to University's use of the Premises, the breach of which might result in any penalty on City or forfeiture of City's title to the Premises, and including but not limited to the following:

- 1) During the performance of this Agreement, University, for itself, its officers and employees, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of th
- h) e Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- i) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- j) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- k) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, winch ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- l) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION 8. USE OF LICENSED PREMISES.

8.1. University agrees that during the term of this Agreement, the use of the Premises shall be exclusively for University softball games and practices. University shall observe the following conditions:

- 1) All games and practices shall be scheduled through City's Leisure Services Department.
 - i. Use will be from March 1st through May 15th in the spring, and September 1st through October 15th in the fall.
- 2) University's usage may not be exclusive.

SECTION 9. INSURANCE.

9.1. University shall at all times during the term of this Agreement maintain insurance as set forth in the City's standard Insurance Schedule A for Lessees of City Property, as such uniform, standardized schedule may from time to time be amended. The current Insurance Schedule A is included with this Agreement.

9.2 University shall insure its personal property in the Storage Facility for the full replacement value of such property.

9.2. University shall deliver to City promptly after the execution and delivery of this Agreement the original or duplicate policies or certificates of insurers satisfactory to City evidencing all the insurance which is then required to be maintained by University hereunder, and University shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance.

SECTION 10. INDEMNIFICATION.

10.1. Indemnification of City. Except as otherwise provided herein, University shall protect, indemnify, and save harmless City, its officers, and employees (the "Indemnified Parties"), from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnified Parties by reason of (a) any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Premises during the term of this Agreement and resulting from any act or omission of University or anyone claiming by, through, or under University during the term of the Agreement; and (b) any failure on the part of University to perform or comply with any of the terms of this Agreement. In case any action, suit, or proceeding is brought against the Indemnified Parties by reason of such occurrence, University will, at University's expense, resist and defend such action, suit, or proceeding.

10.2. Indemnification of University. Except as otherwise provided herein, City shall protect, indemnify, and save harmless University from and against all liabilities,

obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnified Parties by reason of (a) any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Premises during the term of this Agreement and resulting from any act or omission of City or anyone claiming by, through, or under City during the term of the Agreement; and (b) any failure on the part of City to perform or comply with any of the terms of this Agreement. In case any action, suit, or proceeding is brought against the University by reason of such occurrence, City will, at City's expense, resist and defend such action, suit, or proceeding.

SECTION 11. ASSIGNMENT AND SUBLETTING. University shall not assign or transfer this Agreement without the prior written consent of City.

SECTION 12. NOTICES.

12.1. All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO CITY: City Manager
City of Dubuque, Iowa
50 West 13th Street
Dubuque, Iowa 52001

TO UNIVERSITY: CLARKE UNIVERSITY
1550 Clarke Drive
Dubuque, IA 52001

12.2. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

CITY OF DUBUQUE, IOWA

By: Michael C. Van Milligen
Michael C. Van Milligen, City Manager

Attest:

Adrienne N. Breitfelder
Adrienne Breitfelder, City Clerk

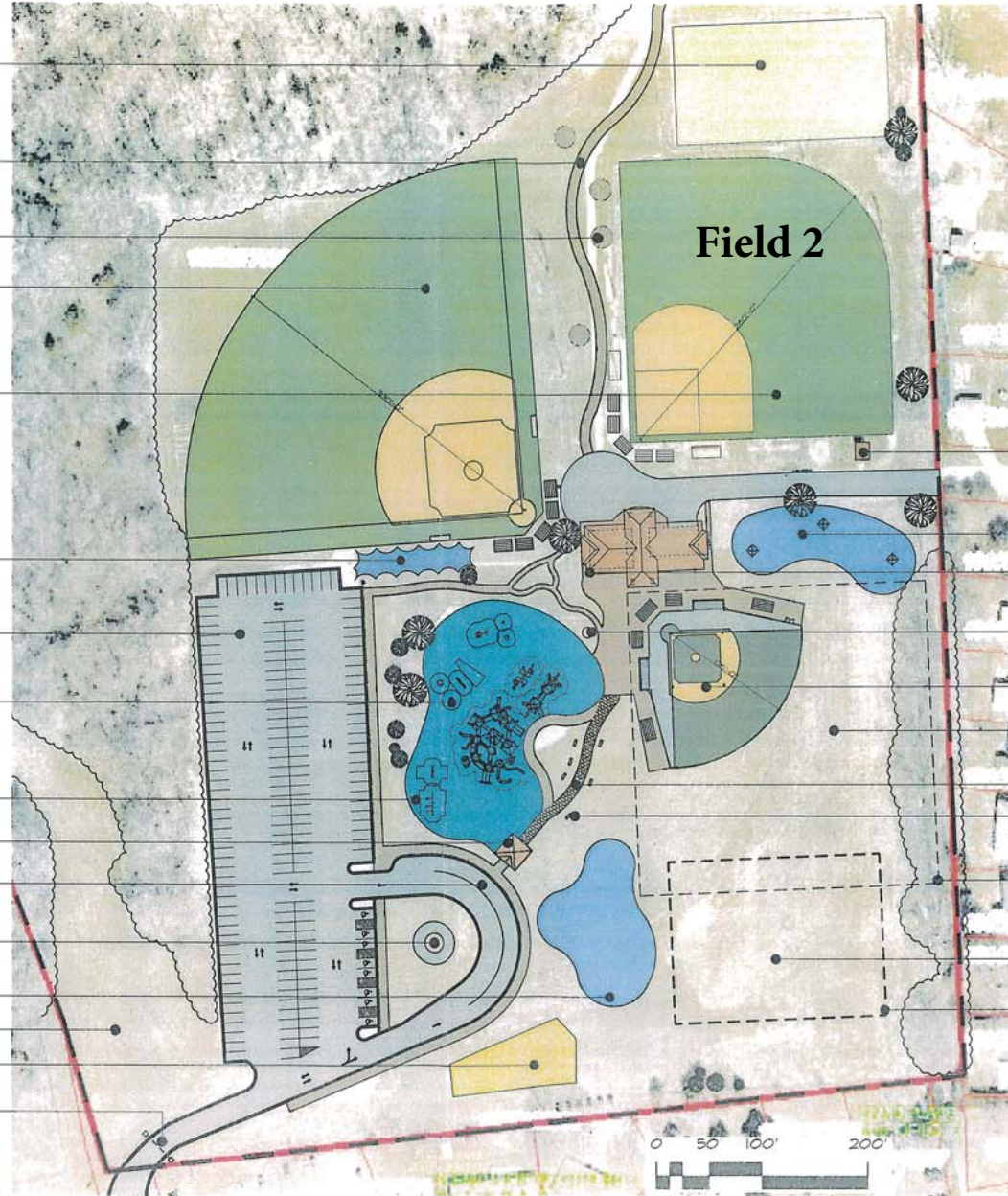
CLARKE UNIVERSITY

By: Elizabeth McGrath

Elizabeth McGrath, VP for Business & Finance
Printed Name and Title

CONCEPTUAL SITE PLAN SCALE = 1" = 50'-0"

- PICKLE BALL/EXISTING TENNIS - BY OTHERS
- FUTURE PATH
- FUTURE SEATING/SHADE
- BASEBALL FIELD TO MATCH FIELD #3 - RELOCATE EXISTING FIELD LIGHTING
- CLARKE FIELD #2 TO REMAIN
- HILLSIDE SPECTATOR SEATING
- PARKING (180 STALLS)
- *INCLUSIVE PLAYGROUND
- 6 - 23 MONTHS PLAY
- *ENTRY PAVILION
- *DROP OFF
- ENTRY SIGN & VIEWING PLAZA
- FAMILY PLAZA
- DISC GOLF
- JAYCEES RAISED GARDEN
- GATEWAY ARCH



- STORAGE SHED TO REMAIN
- *PICNIC/SHADE PARK
- *REST ROOM, CONCESSION, STORAGE BUILDING
- HOMER STATUE
- *MIRACLE LEAGUE FIELD
- NEW FIELD LIGHTING
- *HALL OF FAME BLVD. DONOR BENCHES
- POSSIBLE FUTURE YEAR ROUND INDOOR SPORTS ADAPTIVE FACILITY
- GREEN SPACE PLAY AREA
- FUTURE INSTRUCTIONAL FACILITY (MULTI-GYM)

THIS IS A REVISED DOCUMENT AND IS NOT TO SCALE

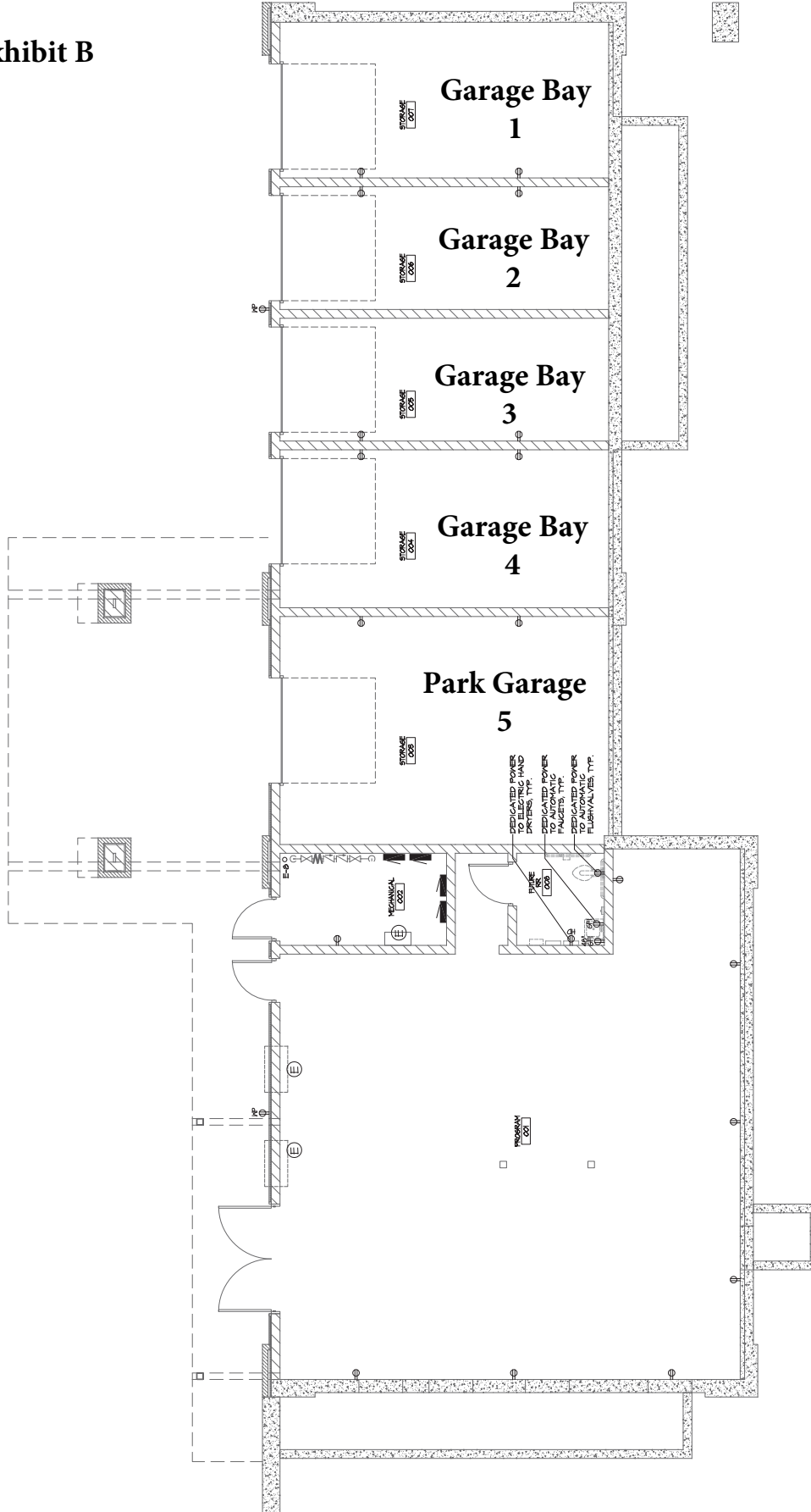
Straka Johnson Architects
1111 1st Avenue
Dubuque, IA 52001
(563) 928-0800
www.strakajohnson.com

THE MIRACLE LEAGUE DUBUQUE
VETERANS MEMORIAL PARK
DUBUQUE, IOWA 52001

Revision: 13-15-16
Drawn By: DJS
Project Number: 16048
Sheet Number: A1

PRELIMINARY DOCUMENTS - NOT FOR CONSTRUCTION

Exhibit B



① LOWER LEVEL ELECTRICAL POWER PLAN
SCALE = 1/4" = 1'-0"

THIS IS A PRELIMINARY DRAWING AND SHALL BE
COORDINATED BY RESPECTIVE CONTRACTORS
ALL MEASUREMENTS ARE CONCEPTUAL ONLY
COORDINATE WITH ALL OTHER CONTRACTORS

THE CONTRACT DOCUMENTS, INCLUDING ALL DRAWINGS, SPECIFICATIONS, AND ADDENDUMS ARE
CONSIDERED TO BE THE SOLE BASIS FOR THE PROJECT. NO OTHER DOCUMENTS, INCLUDING
CONTRACT DOCUMENTS FOR WORK THAT MAY BE SHOWN ON THIS LOCATION, BUT NOT ANOTHER,
CONTRACT DOCUMENTS, SHALL BE USED TO INTERPRET OR MODIFY THE CONTRACT DOCUMENTS
OR OTHERWISE INTERFERE WITH THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Straka Johnson Architects
Architects
5555 13th Avenue
Dubuque, Iowa 52003
Phone (563) 556-5971
Fax (563) 556-0967

The use of these drawings shall be restricted to the project for which they were prepared. No part of these drawings shall be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the architect. The use of these drawings for any other project without the prior written permission of the architect is prohibited. The architect shall not be responsible for the construction of the project or for the safety of the project.

THE MIRACLE LEAGUE OF DUBUQUE
VETERANS MEMORIAL PARK
2740 MIRACLE LEAGUE PARK
DUBUQUE, IOWA 52001

Revision	
Date	1/6/2011
Drawn By	DLB
Checked By	
Project Number	160445
Sheet Number	4 of 5

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☐ Yes ☐ No

Evidence of property coverage provided: ☐ Yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS	\$1,000,000
------------------------	--------------------

☐ Yes ☐ No

The General Liability, Automobile Liability and Workers Compensation insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

☐ Yes ☐ No

If Required Coverage \$_____

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



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

Peerless Well and Pump, Inc. (Vendor) of the City of

(Vendor Name)

15602 W Key Dr, Peosta, IA 52068

(Vendor Address - City and State)

PROJECT TITLE: WELL 2 EMERGENCY REPAIRS

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):
All work to be completed on well 2, Televise, brush and bail, air shock, acidize, set and pull
Temporary pump for flushing sediment and reinstall permanent pump.

The work described above shall be completed at the following location(s):
At well 2 located in A.Y. McDonald Park off of Hawthorne St.

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
5/2/2025
(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:

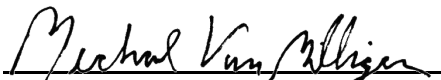
Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less 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.

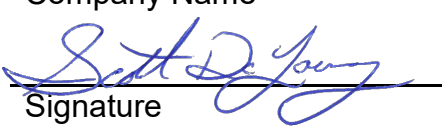
CONTRACT AMOUNT \$ \$76,742

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF _____% OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

VENDOR:

By:  01/29/2025
Michael C. Van Milligen Date
City Manager

Peerless Well & Pump, Inc.
Company Name
By:  01/23/2025
Signature Date
Scott De Young
Printed Name
President
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By:  01/23/2025
Signature Date
Scott De Young
Printed Name
President
Title

The following Special Conditions shall apply to this Project:

DUE TO THE EMERGENT NATURE OF THIS PROJECT, THERE WAS NO RFP.

INSURANCE SCHEDULE G APPLIES TO THIS PROJECT.

PRICING IS BASED OFF OF PEERLESS PROPOSAL PROVIDED 11/26/2025

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE: Adoption of Supplement Number 2025 S-15 to the City of Dubuque Code of Ordinances

SUMMARY: City Clerk recommending approval of the resolution adopting Supplement Number 2025 S-15 as part of the Code of Ordinances of the City of Dubuque.
RESOLUTION Adopting Supplement No. 2025 S-15 To The Code Of Ordinances Of The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. Staff Memo
2. Resolution
3. Supplement No. 2025 S-15



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4120 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

SUBJECT: Adoption of Supplement Number 2025 S-15 to the City of Dubuque Code of Ordinances

DATE: January 21, 2025

The attached resolution provides for the adoption of Supplement Number 2025 S-15 to the City of Dubuque Code of Ordinances, which codifies all ordinances through 60-24 as adopted by the City Council through November 4, 2024.

Section 380.8 of the Iowa Code outlines cities code of ordinance requirements:

380.8 Code of ordinances published

1. a. A city shall compile a code of ordinances containing all the city ordinance in effect, except grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.
- b. A city may maintain a code of ordinances either by compiling at least annually a supplement to the code of ordinances consisting of all new ordinances and amendments to ordinances which became effective during the previous year and adopting the supplement by resolution or by adding at least annually new ordinances and amendments to ordinances to the code of ordinances itself.

....

Since August 17, 2009, the city has compiled supplements to the City of Dubuque Code of Ordinances consisting of all new ordinances and amendments to ordinances and adopted the supplements by resolution. Supplements are prepared on a quarterly basis by American Legal Publishing of Cincinnati, Ohio.

I respectfully request City Council approval of the resolution adopting Supplement Number 2025 S-15 as part of the Code of Ordinances of the City of Dubuque.

RESOLUTION NO. -25

ADOPTING SUPPLEMENT NO. 2025 S-15 TO THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

Whereas, on August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City of Dubuque, Iowa has compiled supplements to the Code of Ordinances consisting of all new ordinances and amendments to ordinances; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, adopted by resolution, become part of the Code of Ordinances; and

Whereas, Code Supplements are prepared by American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque, Iowa.

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

Section 1. That Supplement No. 2025 S-15 to the City of Dubuque Code of Ordinances, which codifies all ordinances through 60-24 as passed by the City Council through November 4, 2024, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

DUBUQUE, IOWA
Instruction Sheet
January 2025 - S-15 Supplement

REMOVE OLD PAGES

INSERT NEW PAGES

VOLUME I

Cover Page

Cover Page

Preface

Preface

VOLUME II

Cover Page

Cover Page

14-1J-2, Section 304.14. Insect
Screens, through 14-1J-2 Section 702.4.
Emergency escape..., b. (2 Pages)

14-1J-2, Section 304.14. Insect
Screens, through 14-1J-2, Section 702.4.
Emergency escape..., b. (3 Pages)

14-1J-2, Exception, through
14-1J-3 (1 Page)

14-1J-2, Exception, through
14-1J-3 (1 Page)

14-2-3, vided, that a fee is paid..., through
14-2-6, B. (2 Pages)

14-2-3, vided, that a fee is paid..., through
14-2-6, B. (2 Pages)

CITY CODE
of
DUBUQUE
IOWA

Code current through:
Ord. 60-24, passed 11-4-2024

Published by:

AMERICAN LEGAL PUBLISHING
525 Vine Street ✧ Suite 310 ✧ Cincinnati, Ohio 45202
1-800-445-5588 ✧ www.amlegal.com

PREFACE

This code of the City of Dubuque, as supplemented, contains ordinances up to and including ordinance 60-24, passed November 4, 2024. Ordinances of the City adopted after said ordinance supersede the provisions of this code to the extent that they are in conflict or inconsistent therewith. Consult the City office in order to ascertain whether any particular provision of the code has been amended, superseded or repealed.

American Legal Publishing
Cincinnati, Ohio

January 2025

City of Dubuque

CITY CODE
of
DUBUQUE
IOWA

Code current through:
Ord. 60-24, passed 11-4-2024

Published by:

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1-800-445-5588 ✧ www.amlegal.com

Section 304.14. Insect Screens. Insert: May 1 to November 1.

Section 304.18.1. Doors. Amended to read:

304.18.1. Doors. Doors providing access to a dwelling unit, rooming unit, or housekeeping unit that is rented, leased or let shall be equipped with a lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge, or special effort. Such locks shall be installed according to the manufacturer's specifications and maintained in good working order.

Section 305.3. Interior Surfaces. Amended to read:

305.3. Interior Surfaces.

A. Interior surfaces, including windows and doors, shall be maintained in good, clean, and sanitary condition. Peeling, chipping, loose, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.

B. All residential properties receiving federal assistance must be in compliance with the Lead Safe Housing Rule at 24 CFR 35 and the Lead-Based Paint Poisoning Prevention Act at 42 USC 4822. The owner of federally assisted units must provide certification that the dwelling is in accordance with said regulations. If the federally assisted unit was constructed prior to 1978, upon occupancy a notice must be provided which outlines the lead-based paint regulations, the hazards of lead-based paint poisoning, the symptoms and treatment of lead poisoning, and the precautions to be taken against lead poisoning.

C. All residential property must comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, requiring the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of certain housing built before 1978.

Section 308.2.1. Rubbish Storage Facilities. Amended to add:

Exception: Pursuant to Iowa Code §562A.15 a landlord may enter into an agreement, in certain circumstances, with a tenant for maintenance in which case the tenant will be responsible for compliance with this provision. Upon request of the city, a landlord must provide a copy of the written agreement. Responsibility for a violation will default to the property owner if the requested documentation is not provided within five (5) days of the date of service of the notice of violation.

January 2025

Section 309. Pest Elimination. Amended to read:

309.1 Infestation. Structures shall be kept free from the infestation of insects, rodents, or other pests. Structures in which insects, rodents, or other pests are found shall be promptly treated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.1.1 Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.1.2 Occupant. The occupant of any structure shall cooperate with the reasonable pest elimination efforts of the owner or owner's authorized agent.

309.2 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

Exception: Where the infestation is caused by defects in the structure the owner shall be responsible for pest elimination.

309.3 Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house, or a nonresidential structure shall be responsible for pest elimination. If infestation is caused by failure of an occupant of a single dwelling unit to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

Section 404.4.2. Deleted.

Section 404.4.3. Water Closet Accessibility. Amended to read as follows:

404.4.3. Water Closet Accessibility. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.

Section 602.3. Heat Supply. Insert: September 15 to May 15.

Section 602.4. Occupiable Work Spaces. Insert: September 15 to May 15.

Section 602.5. Room Temperature Measurement. Amended to read:

602.5. Room Temperature Measurement. The required room temperatures shall be measured three (3) feet (914 mm) above the floor, at an interior wall.

January 2025

Section 605.2. Receptacles. Amended to add:

Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. All receptacle outlets within six feet (6') of any water source shall have ground fault circuit interrupter (GFCI) protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

Exception: In lieu of every habitable space in a dwelling containing two separate and remote receptacle outlets, one receptacle and a separate permanently installed light fixture is allowable.

Section 702.4. Emergency escape openings. Amended to read:

702.4. Emergency escape and rescue openings. Basements, habitable attics, and every sleeping room shall not have less than one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, an emergency escape and rescue opening shall be required in each sleeping room. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court having a minimum width of 36 inches (914 mm) that opens to a public way. Emergency escape and rescue openings shall have minimum dimensions in accordance with 702.4.1 through 704.2.3 of this code.

Exception: Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:

- a. Window was permitted as required by the City of Dubuque
- b. Window was approved as code compliant as documented by the City of Dubuque.

January 2025

Exception: The nonremovable, nonreplaceable battery requirements do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as a part of a centrally monitored or supervised alarm system; that uses a low-power, radio frequency wireless communication signal.

704.6.3.4 Battery-Powered Smoke Alarm Compliance Date. On January 1, 2030 all existing battery-powered smoke alarms must be powered by a nonremovable, nonreplaceable battery that powers the alarm for at least ten (10) years.

Appendix A - Do not adopt

Appendix B - Do not adopt

(Ord. 30-16, 6-20-2016, eff. 7-1-2016; amd. Ord. 34-17, 7-5-2017; Ord. 45-19, 9-3-2019; Ord. 35-20, 9-21-2020; Ord. 17-21, 5-3-2021; Ord. 36-21, 10-18-2021; Ord. 19-22, 5-2-2022; Ord. 25-23, 5-15-2023; Ord. 49-24, 9-3-2024; Ord. 60-24, 11-4-2024)

14-1J-3: **RENTAL LICENSES:**

- A. Rental License Required: No property owner, manager, or licensed real estate professional may let to another for rent and/or occupancy any dwelling, dwelling unit, housekeeping unit, rooming house, rooming unit, or sleeping unit, as defined by the Property Maintenance Code and hereinafter cumulatively referred to as "rental unit" in the City unless such person holds a current rental

January 2025

vided, that a fee is paid for each renewal in the same amount as the original demolition permit fee.

4. Every permit for the use of streets or public property shall expire on the last day for which the permit was issued, as described on said permit, and shall be renewed upon the payment of an additional fee to the Building Department, as established by the City Manager. Failure to renew the permit for the use of streets or public property shall be considered as due cause for the City Manager to order all barricades or fences removed and the public property returned to public availability and use.

D. Suspension Or Revocation: The City Manager may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error, on the basis of incorrect information supplied, failure to comply with permit conditions, or in violation of any ordinance. (Ord. 21-10, 3-15-2010)

E. Conditions Of Permit: The permit shall outline the conditions under which the permit was issued and may include, but is not limited to:

1. Storage requirements; permit issuance through day one hundred seventy nine (179): Storage of construction materials must comply with all City ordinances.

2. Storage requirements; day one hundred eighty (180) and beyond: The permit will contain requirements for the storage of construction materials and maintenance of the site. The conditions will continue upon a renewal/extension of a building permit until such time as the project is complete. The City Manager may require additional storage and maintenance requirements upon the issuance of a renewal and/or extension of a building permit. (Ord. 61-12, 11-19-2012)

14-2-4: MORATORIUM FOR CONSTRUCTION OR OTHER WORK ON CERTAIN STREETS, AREAS OR FACILITIES:

A. East-West Corridor Study Area: The City Manager may not issue any permit for any new construction or substantial enlargement, alteration, repair or remodeling of any structure, building, or sign in the east-west corridor study area as shown on the map on file in the Office of the City Clerk, but not to include demolition or emergency repairs without the approval of the City Council, from the effective date hereof to August 1, 2025, except where a vested right to the issuance of such permit accrued prior to the effective date hereof.

B. Off-Premises Sign Study Area: The city manager may not issue any permit for any new off-premises sign in the corporate limits of the city of Dubuque from the effective date hereof to March 1, 2026, except where a vested right

January 2025

to the issuance of such permit accrued prior accrued prior to the effective date hereof. (Ord. 37-19, 9-3-2019; amd. Ord. 26-22, 7-18-2022; Ord. 58-24, 10-7-2024)

14-2-5: FEES:

- A. Generally: A fee for each moving permit, demolition permit, or permit for the use of streets or public property shall be paid to the City Manager, as established by the City Manager.
- B. Starting Work Prior To Obtaining Permit: Where the moving of a building, the demolition of a building or the use of public property for which a permit is required by this chapter is started prior to obtaining said permit, the fees above specified shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this chapter and the Building Code in the execution of the work nor from other fees or penalties. (Ord. 21-10, 3-15-2010)

14-2-6: SPECIAL PROVISIONS:

- A. Transfer Of Permits Prohibited: Each moving permit, demolition permit or permit for use of public property shall not be transferable from one building or building site to another building or building site nor from one person to another.
- B. Moving Buildings:
 - 1. A building being moved shall follow the route prescribed on the permit by the city manager. The mover shall coordinate the route with the utility companies.
 - 2. A police escort shall be required for all buildings moved from one location to another within the jurisdictional limits of the city, or moved out of or into the jurisdictional limits of the city, utilizing public streets or alleys or when, in the opinion of the chief of police, such escort is necessary to protect the general welfare.
 - 3. The chief of police shall determine the required number of personnel and vehicles for escort service.
 - 4. The fee established by the city manager shall be paid prior to issuance of a permit to move a building or structure.
 - 5. The permit applicant shall pay all costs for the trimming of trees and replacement of natural obstructions or official signs and signals or other public or private property required to be removed during the movement of a vehicle and load.

January 2025

**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE:	Approval of Retail Tobacco, Alternative Nicotine, and Vapor Product Permit Applications
SUMMARY:	City Manager recommending City Council approval of tobacco, alternative nicotine, and vapor product permits as submitted. RESOLUTION Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. Tobacco Staff Memo 3. Tobacco Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

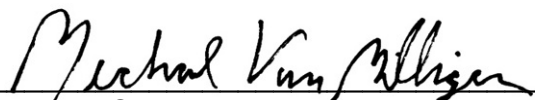
SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: January 29, 2025

City Clerk Adrienne Breitfelder is recommending City Council approval of the retail permits for Tobacco, Device, Alternative Nicotine, and Vapor Products for the following retailers.

Business Name	Business Address	Permit Type
Beecher Liquor	1691 Asbury Rd	Device Retailer
BSj 786 LLC	1248 Iowa St	Device Retailer
Casey's #5135	4900 Old Highway Rd	Retail Permit
Downtown Gas and Grocery	1401 Central Ave	Device Retailer
Dubuque Fine Liquor and Tobacco	2196 White St.	Retail Permit
Dubuque Wine & Spirit LLC	3305 Asbury Rd	Device Retailer
Greenleaf Tobacco & Vape	1620 John F Kennedy Rd	Device Retailer
Liquor Tobacco and Grocery	1998 Jackson St	Device Retailer
Northside Liquor	2013 Central Ave	Device Retailer
Pink Clouds Smoke Shop	4835 Asbury Rd	Device Retailer

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
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk



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: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: January 27, 2025

Pursuant to Iowa Code §453A.47A, a retail permit is required to sell tobacco, tobacco products, alternative nicotine products, or vapor products at any place of business or through delivery sales. All permits provided for in Iowa Code §453A.47A expire on June 30 of each year and require payment of the applicable fee established in Iowa Code §453A.47A(7). The Iowa Department of Revenue implements the retail permit requirements of Iowa Code §453A.47A. The City Clerk's Office issues all permits for retailers located within city limits. As part of the retail permit process, the Iowa Department of Revenue requires applications be approved by the city council once the city receives the completed application and appropriate fee.

During the 2024 legislative session, the Iowa legislature enacted Senate File 345, which regulates and taxes the sale of devices effective January 1, 2025. Per the legislation, a "device" is defined as any equipment or product, made in whole or in part of glass or metal, that is designed for use in inhaling through combustion tobacco, hemp, other plant materials, or a controlled substance. Based on this legislation, we have included 'device' in the permit approval resolution and will indicate the permit type for which each business has applied.

Upon confirmation that the City Clerk's Office has received the completed applications through the State of Iowa's GovConnectIowa portal, I recommend approving retail permits for Tobacco, Device, Alternative Nicotine, and Vapor Products for the following retailers.

Business Name	Business Address	Permit Type
Beecher Liquor	1691 Asbury Rd	Device Retailer
BSj 786 LLC	1248 Iowa St	Device Retailer
Casey's #5135	4900 Old Highway Rd	Retail Permit
Downtown Gas and Grocery	1401 Central Ave	Device Retailer
Dubuque Fine Liquor and Tobacco	2196 White St.	Retail Permit
Dubuque Wine & Spirit LLC	3305 Asbury Rd	Device Retailer
Greenleaf Tobacco & Vape	1620 John F Kennedy Rd	Device Retailer

Liquor Tobacco and Grocery	1998 Jackson St	Device Retailer
Northside Liquor	2013 Central Ave	Device Retailer
Pink Clouds Smoke Shop	4835 Asbury Rd	Device Retailer

Prepared by: Trish Gleason, Assistant City Clerk

RESOLUTION NO.

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

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Products/Device retail permits have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be approved the following named applicants and locations for Cigarette / Device / Tobacco / Nicotine / Vapor retail permit and or Device Retailer Permit to the Iowa Department of Revenue.

Business Name	Business Address	Permit Type
Beecher Liquor	1691 Asbury Rd	Device Retailer
BSj 786 LLC	1248 Iowa St	Device Retailer
Casey's #5135	4900 Old Highway Rd	Retail Permit
Downtown Gas and Grocery	1401 Central Ave	Device Retailer
Dubuque Fine Liquor and Tobacco	2196 White St.	Retail Permit
Dubuque Wine & Spirit LLC	3305 Asbury Rd	Device Retailer
Greenleaf Tobacco & Vape	1620 John F Kennedy Rd	Device Retailer
Liquor Tobacco and Grocery	1998 Jackson St	Device Retailer
Northside Liquor	2013 Central Ave	Device Retailer
Pink Clouds Smoke Shop	4835 Asbury Rd	Device Retailer

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE: Southgate Drive Sanitary Sewer Improvements Project - Initiate Public Bidding Process and Setting Date for a Public Hearing - Project No. 5581500048

SUMMARY: City Manager recommending City Council authorize the public bidding process and set a public hearing for February 17, 2025, and to preliminary approve the plans, specifications, form of contract and estimated cost of \$193,600.00 for the Southgate Drive Sanitary Sewer Improvements Project through the adoption of the attached resolution.

RESOLUTION Southgate Drive Sanitary Sewer Improvement Project: 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

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for February 17, 2025

ATTACHMENTS:

1. MVM Memo
2. Southgate Drive Sanitary Sewer Improvements Project - Set Public Hearing Initiate Bidding
3. Southgate Drive Sanitary Sewer Improvement Project - Council Initiate Set PH RESOLUTION
4. Southgate Drive Sanitary Sewer Improvement Project - Notice of Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

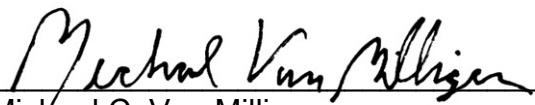
SUBJECT: Southgate Drive Sanitary Sewer Improvements Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5581500048

DATE: January 29, 2025

City Engineer Gus Psihoyos is recommending City Council authorize the public bidding process and set a public hearing for February 17, 2025, and to preliminarily approve the plans, specifications, form of contract and estimated construction cost of \$193,600.00 for the Southgate Drive Sanitary Sewer Improvements Project through the adoption of the attached resolution.

The existing sewer located along Southgate Drive is damaged in several locations. Sewer pipe defects prevent crews from inspecting or adequately maintaining the existing sewer, increasing the risk of sanitary sewer overflows. The existing sewer is in need of replacement.

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: January 27, 2025

SUBJECT: Southgate Drive Sanitary Sewer Improvements Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5581500048

INTRODUCTION

This memorandum requests the City Council authorize initiating the bidding process and set a public hearing on February 17, 2025, for the Southgate Drive Sanitary Sewer Improvements Project.

BACKGROUND

The existing sewer located along Southgate Drive is damaged in several locations. Sewer pipe defects prevent crews from inspecting or adequately maintaining the existing sewer, increasing the risk of sanitary sewer overflows. Existing sewer is in need of replacement.

DISCUSSION

The project will provide for the replacement of 276 linear feet of 8-inch diameter sanitary sewer main having a depth of fourteen to twenty-one feet, including the replacement of two sanitary sewer manholes, restoring sanitary service lines, crossing water main and other utilities, and pavement removal and restoration.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	February 3, 2025
Publish Notice to Bidders, Advertise for Bids	February 4, 2025
Public Hearing on Plans & Specifications	February 17, 2025
Receipt of Bid Proposals (Bid-Letting)	February 20, 2025
Award Construction Contract	March 3, 2025
Final Project Completion Date	June 27, 2025

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Southgate Drive Sanitary Sewer Improvements Project. I further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Southgate Drive Sanitary Sewer Improvements Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>
Construction	\$ 193,600.00
Contingency	\$ 29,040.00
Total Project Cost	<u>\$ 222,640.00</u>

Southgate Drive Sanitary Sewer Improvements Project Construction Funding		
5581500048	Southgate Sanitary Sewer Reconstruction	\$ 205,000.00

Any project construction overages would be covered through a future budget amendment request through the CIP and amounts shown below, if needed.

Southgate Drive Sanitary Sewer Improvements Future Budget Amendment Project Contingency Funding		
5581500017	General Sanitary Sewer Repairs	\$ 17,640.00

ACTION TO BE TAKEN

I respectfully request the City Council authorize the public bidding process and set a public hearing for February 17, 2025, and to approve the preliminary plans, specifications, form of contract and estimated cost for the Southgate Drive Sanitary Sewer Improvements Project through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer

RESOLUTION NO. _____ -25

SOUTHGATE DRIVE SANITARY SEWER IMPROVEMENT PROJECT

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

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

The proposed plans, specifications, form of contract and estimated cost for the Southgate Drive Sanitary Sewer Improvement Project in the estimated construction amount of \$193,600.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 17th day of February, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Southgate Drive Sanitary Sewer Improvement Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 20th day of February 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 3rd day of March 2025, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 3rd day of February 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, 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 proposed plans, specifications, form of contract and estimated cost for the Southgate Drive Sanitary Sewer Improvements Project, in accordance with the provisions of Chapter 26, Code of Iowa, on the 17th day of February, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa.

Said proposed plans, specifications, form of contract and estimated cost are now on file in the office of the City Clerk.

The scope of the Project is as follows:

This project provides for the replacement of 276 linear feet of 8-inch diameter sanitary sewer main having a depth of fourteen to twenty-one feet, including the replacement of two sanitary sewer manholes, restoring sanitary service lines, crossing water main and other utilities, and pavement removal and restoration.

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 3rd day of February 2025.

Adrienne N. Breittfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE: Fuel Island Rehabilitation Project - Initiate Public Improvement Bidding Process - Project Number 5429900018

SUMMARY: City Manager recommending City Council approval granting preliminary approval of the plans, specifications; form of contract, and estimated cost of \$1,355,888 and establishing February 17, 2025, as the date of the public hearing; and hereby authorize Public Works staff to advertise for bid proposals for the Fuel Island Rehabilitation Project through adoption of the attached resolution.
RESOLUTION Fuel Island Rehabilitation Project: 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

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for February 17, 2025

ATTACHMENTS:

1. MVM Memo
2. Fuel Island Rehabilitation - Council Staff Initiate MEMO
3. Fuel Island Rehabilitation - Council Initiate RESOLUTION
4. Fuel Island Rehabilitation - 95 Percent Completion Consultants Documentation
5. Public Hearing Notice

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fuel Island Rehabilitation Project
Initiate Public Improvement Bidding Process
Project Number 5429900018

DATE: January 30, 2025

Public Works Director Arielle Swift is recommending City Council approval granting preliminary approval of the plans, specifications; form of contract, and estimated cost of \$1,355,888 and establishing February 17, 2025, as the date of the public hearing; and hereby authorize Public Works staff to advertise for bid proposals for the Fuel Island Rehabilitation Project through adoption of the attached resolution.

In January 2024, during a historical week-long snowfall, the fuel island kiosk was rendered out of order due to snow entering the card readers. When trying to replace the current kiosk, the hardware was found to be obsolete.

Public Works is recommending a full rehabilitation of the fuel island. This will include:

1. Replacing the three (3) 12,000-gallon underground fuel tanks with three (3) 15,000-gallon underground fuel tanks.
2. Adding a diesel exhaust fluid (DEF) utilization meter a. There are no current metrics on this, and it is recharged through the garage overhead rate instead of only vehicles utilizing DEF.
3. Replacing the two (2) fuel pumps with four (4) fuel pumps and extending the canopy to include greater overhang. 2 a. When the fuel island was installed, it was created for a fleet the City had twenty (20) years ago. Staff and consultant considered the current fleet, frequency of fill ups, future fleet expansion over the next 40 years, dimensions of new fire trucks, curbside collection vehicles, and busses to determine the fuel island future needs.
4. Ensuring the bulk water sales operation continues to be metered and recharged through water distribution operations.
5. Compatibility with current Fleet Management Information Systems software.
6. Compatibility to add a streamlined radio frequency identification (RFID) fuel system in the future without additional rehabilitation.

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
Arielle Swift, Public Works Director
Jenny Larson, Chief Financial Officer
Tony Breitbach, Purchasing and Risk Manager
Chris Lester, Water Department Director
Chris Kohlmann, Chief Information Officer

TO: Michael C. Van Milligen, City Manager
FROM: Arielle Swift, Public Works Director
DATE: January 28, 2025
SUBJECT: Fuel Island Rehabilitation Project
Initiate Public Improvement Bidding Process
Project Number 5429900018

INTRODUCTION

This memorandum requests the City Council approval and authorize the initiation of the public improvement construction bidding process and set a public hearing date for February 17, 2025, for the Fuel Island Rehabilitation project.

BACKGROUND

In January 2024, during a historical week-long snowfall, the fuel island kiosk was rendered out of order due to snow entering the card readers. When trying to replace the current kiosk, the hardware was found to be obsolete.

This caused city operations to pay retail prices for fuel to continue operations until an alternative method was determined. This increased the operational fuel cost by around \$25,000 - \$35,000 per quarter. In July 2024, Public Works and Informational Services staff identified a way to continue fuel island operations utilizing key fobs. Key fobs are being issued to the following fleets: snow & ice control, solid waste resource management, police, and fire.

While the fuel island is down, staff is working with Origin Design, an engineering consulting firm to identify needs for a new fuel rehabilitation project. Taking into account a comprehensive approach including life expectancy of current underground tanks, fleet expansion since initial fuel island was implemented, future fleet growth, electric vehicle initiatives, and water operations currently linked with the fuel system.

Public Works is recommending a full rehabilitation of the fuel island. This will include:

1. Replacing the three (3) 12,000-gallon underground fuel tanks with three (3) 15,000-gallon underground fuel tanks.
2. Adding a diesel exhaust fluid (DEF) utilization meter
 - a. There are no current metrics on this, and it is recharged through the garage overhead rate instead of only vehicles utilizing DEF.
3. Replacing the two (2) fuel pumps with four (4) fuel pumps and extending the canopy to include greater overhang.

- a. When the fuel island was installed, it was created for a fleet the City had twenty (20) years ago. Staff and consultant considered the current fleet, frequency of fill ups, future fleet expansion over the next 40 years, dimensions of new fire trucks, curbside collection vehicles, and busses to determine the fuel island future needs.
4. Ensuring the bulk water sales operation continues to be metered and recharged through water distribution operations.
5. Compatibility with current Fleet Management Information Systems software.
6. Compatibility to add a streamlined radio frequency identification (RFID) fuel system in the future without additional rehabilitation.

PROJECT SCHEDULE

The schedule for the project will be as follows:

Initiate Bidding	February 3, 2025
Publish Notice to Bidders, Advertisement for Bids	February 7, 2025
Publish Notice of Hearing on Plans & Specifications	February 7, 2025
Public Hearing	February 17, 2025
Receipt of Bids	February 27, 2025
Award of Contract	March 4, 2025
Completion Date	June 28, 2025

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Fuel Island Rehabilitation Project. I further recommend establishing the date of the public hearing and authorizing the Public Works Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Fuel Island Rehabilitation Project is summarized in the following table:

Description	Cost Estimate
Construction Cost	\$ 1,083,233
Construction Contingency (15%)	176,855
Engineering Consultant Services	95,800
Total Construction Cost Estimate	\$ 1,355,888

The proposed project funding is summarized as follows:

Project Number	Fund Description	Fund Amount
5429900018	FY24 Snow & Ice c/o reallocation (RUT)	\$ 300,000

	FY25 Snow & Ice c/o estimation (RUT)	250,000
	FY26 CIP – Fuel Rehabilitation (ST30%)	805,888
Total Project Funding		\$ 1,355,888

REQUESTED ACTION

I respectfully request that the City Council grant preliminary approval of the construction plans and specifications; and establish February 17, 2025, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Fuel Island Rehabilitation Project through adoption of the attached resolution.

CC: Jenny Larson, Chief Financial Officer
Tony Breitbach, Purchasing and Risk Manager
Chris Lester, Water Department Director
Chris Kohlmann, Chief Information Officer

Enclosure(s) Resolution: Initiate Bid Process
Fuel Island Preliminary Specifications

AES/rs

RESOLUTION NO. -25

FUEL ISLAND REHABILITATION PROJECT

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

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

The proposed plans, specifications, form of contract, and estimated cost for the Fuel Island Rehabilitation Project in the estimated amount \$1,355,888.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 17th day of February, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Fuel Island Rehabilitation Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The Public Works Director is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 27th day of February 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 4th day of March 2025, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, approved and adopted this 3rd day of February 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

<u>LEGAL DESCRIPTION:</u> LOT 2-2 KERPER INDUSTRIAL PARK LOT C & D KERPER INDUSTRIAL PARK <u>PROPERTY ADDRESS:</u> 925 KERPER CT <u>PROPERTY OWNER:</u> CITY OF DUBUQUE 50 W 13TH ST. DUBUQUE, IA 52001 <u>BUILDING HEIGHT:</u> N/A <u>IMPERVIOUS AREA:</u> 1.09 <u>TOTAL AREA:</u> 1.48 <u>ZONING CLASSIFICATION:</u> MHI <u>GOVERNING AUTHORITY:</u> CITY OF DUBUQUE	<u>UTILITY NOTE:</u> THE LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY. THE UTILITIES PRESENT MAY NOT EXIST AS SHOWN. ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN MAY BE PRESENT. IT SHALL BE THE RESPONSIBILITY OF ANYONE USING THIS DOCUMENT TO ASCERTAIN THE EXACT LOCATION, SIZE, TYPE, MATERIAL, AND ELEVATION OF ALL UTILITIES THAT MAY BE PRESENT. <u>UTILITY PROVIDERS:</u> SEWER: CITY OF DUBUQUE GUS PSIHOOYOS (563) 589-4270 gpsihoyo@cityofdubuque.org GAS: BLACK HILLS ENERGY DUBUQUE JUSTIN LEHMAN (563) 585-4011 justin.lehman@blackhillscorp.com ELECTRICAL POWER: ALLIANT ENERGY (800) 255-4268 locate_IPL@alliantenergy.com TELECOMMUNICATIONS: CENTURYLINK SADIE HULL (918) 547-0147 sadie.hull@lumen.com MEDIACOM CHRIS MINARD (815) 597-5103 cminard@mediacomcc.com IMON COMMUNICATIONS, LLC ENGINEERING GROUP (319) 200-7740 imonengineering@imon.net WATER: CITY OF DUBUQUE WATER DIVISION CHRISTOPHER LESTER (563) 589-4291 clester@cityofdubuque.org
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	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA												
	FOR ORIGIN DESIGN CO.												
	<table border="1"> <tr> <td>CODY T. AUSTIN</td> <td>DATE</td> </tr> <tr> <td>PE 19027</td> <td>12/31/2025</td> </tr> <tr> <td>LICENSE #</td> <td>RENEWAL DATE</td> </tr> <tr> <td colspan="2">ALL SHEETS IN SHEET SET</td> </tr> <tr> <td colspan="2">PAGES OR SHEETS COVERED BY THIS CERTIFICATION:</td> </tr> <tr> <td colspan="2">ALL SHEETS IN INDEX</td> </tr> </table>	CODY T. AUSTIN	DATE	PE 19027	12/31/2025	LICENSE #	RENEWAL DATE	ALL SHEETS IN SHEET SET		PAGES OR SHEETS COVERED BY THIS CERTIFICATION:		ALL SHEETS IN INDEX	
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ALL SHEETS IN INDEX													

CODY T. AUSTIN, PE, LEED AP
ORIGIN DESIGN CO.
137 MAIN ST, SUITE 100
DUBUQUE, IA 52001
V. (563)556-2464
F. (563)556-7811
E. cody.austin@origindesign.com

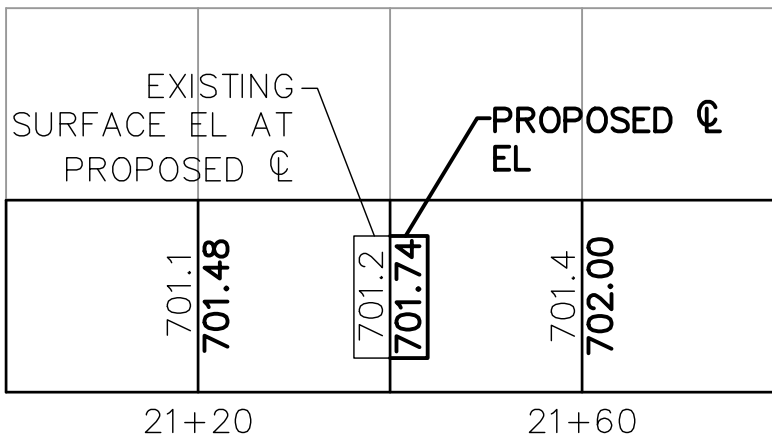


Revisions	Rev	Description	Date
	Project Number	24132	Issued For Bidding:
	Project Manager	LNR	Issued For Construction:
	P:\24132\DRAWINGS\DWG\24132-ZZ--00.CDWG		

G0.01

ABBREVIATIONS

Δ	CENTRAL ANGLE	FD	FLOOR DRAIN	R	RADIUS
A/C	AIR CONDITIONING(ER)	FDN	FOUNDATION	R&R	REMOVE & REPLACE
AC	ACRES	F.E.	FIELD ENTRANCE	R&S	REMOVE & SALVAGE
A.F.F.	ABOVE FINISHED FLOOR	FES	FLARED END SECTION	RCB	REINFORCED CONCRETE BOX
AGG	AGGREGATE	F-F	FACE TO FACE	RCAP	REINFORCED CONCRETE ARCH PIPE
AOH	ARROW ON HYDRANT	FFE	FINISH FLOOR ELEVATION	RCP	REINFORCED CONCRETE PIPE
ARCH	ARCHITECTURAL	FG	FORM GRADE	RD	ROAD
ASPH	ASPHALT	FIN GR	FINISHED GRADE	REBAR	REINFORCING BAR
AVG	AVERAGE	FL	FLOWLINE	REF	REFERENCE
		FLG	FLANGE	REINF	REINFORCING/REINFORCED
		FLR	FLOOR	REV	REVISION
B-B	B/C - B/C	FM	FORCE MAIN	RIM	RIM ELEVATION
B/C, BOC	BACK OF CURB	FND	FOUND	ROW	RIGHT OF WAY
B/DITCH	BOTTOM OF DITCH	FT	FOOT/FEET	RP	RADIUS POINT
BFP	BACKFLOW PREVENTOR	FTG	FOOTING	RS	RESILIENT SEAT
B/L	BASE LINE	FUT	FUTURE	RT	RIGHT
B/S	BOTTOM OF SLOPE	FV	FIELD VERIFY		
BLDG	BUILDING			S	SOUTH
B.M.	BENCH MARK	G	GUTTER	S=	SUPERELEVATION
BOP	BEGINNING OF PROJECT	GC	GENERAL CONTRACTOR	SAN	SANITARY
BOT	BOTTOM	GALV	GALVANIZED	SANS	SANITARY SEWER
BSMT	BASEMENT	GND	GROUND	SB	SOIL BORING
BV	BUTTERFLY VALVE	GRAN	GRANULAR	SCH	SCHEDULE
		GRD	GRADE	SD	SUB DRAIN
		GV	GATE VALVE	SEC	SECTION
C&G	CURB AND GUTTER			SE'LY	SOUTHEASTERLY
CATV	CABLE TELEVISION	HMA	HOT MIX ASPHALT	SF	SQUARE FOOT
CB	CATCH BASIN	HORIZ	HORIZONTAL	S.F.D.	STEP FOOTING DOWN
C-C	CENTER TO CENTER	HPT	HIGH POINT	SHT	SHEET
CF	CUBIC FEET	HSD	HEADLIGHT STOPPING DISTANCE	SIG.	SIGNAL
CH	CHORD	HYD	HYDRANT	SIM.	SIMILAR
CH BRG	CHORD BEARING			S'LY	SOUTHERLY
CIP	CAST IRON PIPE	ID	INSIDE DIA/INSIDE DIM	SOG	SLAB ON GRADE
C-I-P	CAST-IN-PLACE	IE	INVERT ELEVATION	SPEC	SPECIFICATION
CISP	CAST IRON SOIL PIPE	IMP	IMPROVEMENTS	SS	STAINLESS STEEL
CJ	CONTROL JOINT	IN	INCHES	SSD	STOPPING SIGHT DISTANCE
℄ OR CL	CENTERLINE	INV	INVERT	ST	STREET
CLR	CLEAR	IP	IRON PIPE	STA	STATION
CMP	CORRUGATED METAL PIPE			STD	STANDARD
CMU	CONCRETE MASONRY UNIT	JB	JUNCTION BOX	STL	STEEL
CO	CLEAN OUT	JT	JOINT/JOINT LENGTH	STM	STORM
COL	COLUMN	K	RATE OF VERT CURVATURE	STMS	STORM SEWER
COMP	COMPACTED			SW'LY	SOUTHWESTERLY
CONC	CONCRETE			SY	SQUARE YARD
CONN	CONNECTION				
CONST	CONSTRUCTION	L	LENGTH OF CURVE	T	TANGENT LENGTH
CONT	CONTINUOUS	LAT	LATERAL	T/B	TOP OF BANK
COR	CORNER	LF	LINEAL FOOT	T/DITCH	TOP OF DITCH
CP	CONTROL POINT	LONG	LONGITUDINAL	T/C, TC	TOP OF CURB
CPE	CORRUGATED POLYETHYLENE PIPE	LP	LIGHT POLE	T/GRAV	TOP OF GRAVEL
CRST	CRUSHED STONE	LPT	LOW POINT	T/WALL	TOP OF WALL
CSP	CORRUGATED STEEL PIPE	LT	LEFT	T/P, TP	TOP OF PAVEMENT
CTRD	CENTERED			T/S	TOP OF SLOPE
CTR	CENTER	MAX	MAXIMUM	T/SUB	TOP OF SUBGRADE
CULT	CULTIVATED	ME	MATCH EXISTING	T/W, TW	TOP OF WALK
CV	CHECK VALVE	MH	MANHOLE	T/WM	TOP OF WATER MAIN
CY	CUBIC YARD	MIN	MINIMUM	T & B	TOP AND BOTTOM
		MISC	MISCELLANEOUS	T.O.B.	TOP OF BEAM
D	DEGREE OF CURVE	MON	MONUMENT	T.O.B.L.	TOP OF BRICK LEDGE
DIA (ø)	DIAMETER	MP	MILE POST	T.O.C.	TOP OF CONCRETE
DIP	DUCTILE IRON PIPE			T.O.E.F.	TOP OF EXISTING FOOTING
DN	DOWN	N	NORTH	T.O.F.	TOP OF FOOTING
DRWY	DRIVEWAY	N/A	NOT APPLICABLE	T.O.M.	TOP OF MASONRY
DS	DOWNSPOUT	NE'LY	NORTHEASTERLY	T.O.P.	TOP OF PIER
DWG(S)	DRAWING(S)	N'LY	NORTHERLY	T.O.S.	TOP OF STEEL
DWL(S)	DOWEL(S)	NO/#	NUMBER	TCE	TEMP CONSTRUCTION EASEMENT
		NIC	NOT IN CONTRACT	TEL	TELEPHONE
E	EAST	NTS	NOT TO SCALE	TEMP	TEMPORARY
E'LY	EASTERLY	NW'LY	NORTHWESTERLY	THK	THICK / THICKNESS
EA	EACH			TWP	TOWNSHIP
EJ	EXPANSION JOINT			TYP	TYPICAL
EL	ELEVATION				
ELEC	ELECTRICAL	OC	ON CENTER	U	UTILITY
ELEV	ELEVATOR	OD	OUTSIDE DIAMETER	UAC	USE AS CONSTRUCTED
EMBED	EMBEMENT			UE	UTILITY EASEMENT
ENGR	ENGINEER	PC	POINT OF CURVE	UL	UNDERWRITERS LABORATORIES, INC.
ENTR	ENTRANCE	PERF	PERFORATED	ULFM	UNDERWRITERS LABORATORIES FACTORY MUTUAL
EOP	END OF PROJECT	PI	POINT OF INTERSECTION	UNO	UNLESS NOTED OTHERWISE
EOR	END OF RADIUS	P/L	PROPERTY LINE		
E/P	EDGE OF PAVEMENT	PM	PRINCIPAL MERIDIAN	VAR	VARIES
EQ	EQUAL	POB	POINT OF BEGINNING	VC	VERTICAL CURVE
E/S	EDGE OF SHOULDER	POC	POINT OF CURVE	VCP	VITRIFIED CLAY PIPE
ESMT	EASEMENT	POT	POINT OF TANGENT	VER	VERIFY
EST	ESTIMATE	PRC	POINT OF REVERSE CURVE	VERT	VERTICAL
EX	EXISTING	PRELIM	PRELIMINARY	VOL	VOLUME
EXC	EXCAVATE/EXCAVATION	PROP	PROPOSED	VPC	VERT POINT OF CURVE
EXP	EXPANSION	PRV	PRESSURE REDUCING VALVE	VPI	VERT POINT OF INTERSECTION
EXT	EXTERIOR	PT	POINT OF TANGENCY	VPT	VERT POINT OF TANGENCY
EXTD	EXTEND	PVC	POLYVINYL CHLORIDE		
EW	EACH WAY	PVMT	PAVEMENT	W	WEST
		QTY	QUANTITY	W/	WITH
				W'LY	WESTERLY
				WM	WATER MAIN
				W/O	WITHOUT
				W.P.	WORKING POINT
				WD	WOOD
				WSO	WATER SHUT OFF
				WV	WATER VALVE
				WWF	WELDED WIRE FABRIC
				YD	YARD



LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED
— — — —	PROPERTY LINE/ R.O.W.		CATCH BASIN
— . . . — . . .	EASEMENT		AREA INTAKE
— . —	SECTION LINE		STORM MANHOLE
— .. —	QUARTER SECTION LINE		SANITARY MANHOLE
— ... —	QUARTER QUARTER SECTION LINE		UTILITY MANHOLE
— — — —	CENTERLINE		WATER VALVE MANHOLE
— D —	STORM SEWER		FIRE HYDRANT
— SD —	SUB DRAIN		WATER SHUT OFF
— S —	SANITARY SEWER		WATER VALVE
— FM —	FORCE MAIN		YARD HYDRANT
— W —	WATER LINE		GAS VALVE
— G —	GAS LINE		SIGN
— OHE —	OVERHEAD ELECTRIC		UTILITY POLE
— E —	UNDERGROUND ELECTRIC		UTILITY POLE WITH LIGHT
— OHT —	OVERHEAD TELEPHONE		TRAFFIC SIGNAL POLE
— T —	UNDERGROUND TELEPHONE		GUY ANCHOR
— OHTV —	OVERHEAD TELEVISION		LIGHT POLE
— TV —	UNDERGROUND TELEVISION		UTILITY PEDESTAL
— FIB —	FIBER OPTIC		WELL
— X —	WIRE FENCE		MAILBOX
— O —	CHAINLINK FENCE		WATER LEVEL
— □ —	WOOD FENCE		BOLLARD
— 000 —	CONTOUR LINE		SOIL BORING
	RAILROAD TRACKS		POST INDICATOR VALVE
	GUARD RAIL		DECIDUOUS TREE W/ TRUNK DIA.
	SPOT ELEVATION		CONIFEROUS TREE W/ TRUNK DIA.
	DIRECTION OF FLOW		SHRUB OR BUSH
	TREE LINE		

UTILITY LINES WITH DESIGNATORS WRAPPED IN PARENTHESIS SUCH AS (W) or (G) ARE LOCATED BASED ON MAP OR GIS DATA

EROSION CONTROL LEGEND

TEMPORARY	TEMPORARY	PERMANENT	PERMANENT
— SF —	SILT FENCE (STRAW WATTLES, FILTER SOCKS & SILT FENCE ARE GENERALLY INTERCHANGEABLE)		SEEDING
— PC —	PERIMETER CONTROL		SODDING
	CONCRETE WASHOUT		SEED, FERTILIZER & MULCH
	CONSTRUCTION ENTRANCE		OUTLET PROTECTION
	MULCHING		REVTMENT SLOPE PROTECTION
	SEEDING		SOD DROP INLET PROTECTION
	COMPOST BLANKET		CHECK DAM
	DITCH CHECK (ROCK DAM)		STONE CHECK
	SEDIMENT TRAP		SEDIMENT BASIN
	INLET PROTECTION		SURFACE ROUGHENING
			TURF REINFORCEMENT MAT (TRM)
		— SD —	SLOPE DRAIN
		→ PD —	PERMANENT DIVERSION
		— I —	LEVEL SPREADER

SURVEY

■	FOUND REBAR
●	FOUND IRON PIPE
○	SET REBAR

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Client Name
CITY OF DUBUQUE

Project Name
FUELING STATION
IMPROVEMENT
PROJECT

Location / Description
925 KERPER CT.
DUBUQUE, IA

Revisions	Rev	Description	Date
		Project Number 24132 Project Manager LNR P:\V\13\20\13\20\132\24132\24132-00-00.WG 1/28/2025 2:51 PM JANGK MAREK	

Sheet Title

ABBREVIATIONS
AND LEGEND

G0.02

ALL CONSTRUCTION SHALL BE PER APPLICABLE SECTIONS OF THE 2023 EDITION OF SUDAS STANDARD SPECIFICATIONS, 2023 EDITION OF CITY OF DUBUQUE SUPPLEMENTAL SPECIFICATIONS, AND STANDARD PLANS FOR PRODUCTS AND EXECUTION EXCEPT AS MODIFIED OR SUPERCEDED BY THESE PLANS. REMOVE SECTIONS 1.08 FROM EACH DIVISION AND FOLLOW PAYMENT INFORMATION WITHIN SECTION 00401.

SITE RELATED QUANTITIES

THE CITY OF DUBUQUE Masterpiece on the Mississippi																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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Client Name
CITY OF DUBUQUE

Project Name

FUELING STATION
IMPROVEMENT
PROJECT

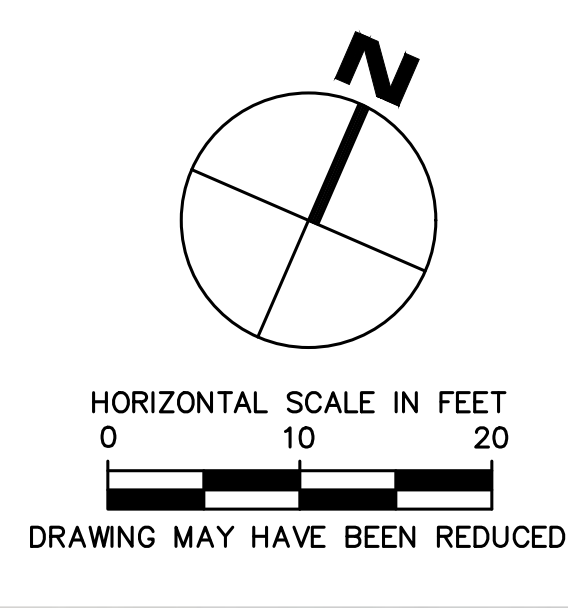
Location / Description
925 KERPER CT.
DUBUQUE, IA

Revisions		
Rev	Description	Date
	Project Number 24132	Issued For Bidding:
	Project Manager LNR	Issued For Construction:

Sheet Title

NOTES

G0.03



Client Name
CITY OF DUBUQUE

Project Name
**FUELING STATION
IMPROVEMENT
PROJECT**

Location / Description
**925 KERPER CT.
DUBUQUE, IA**

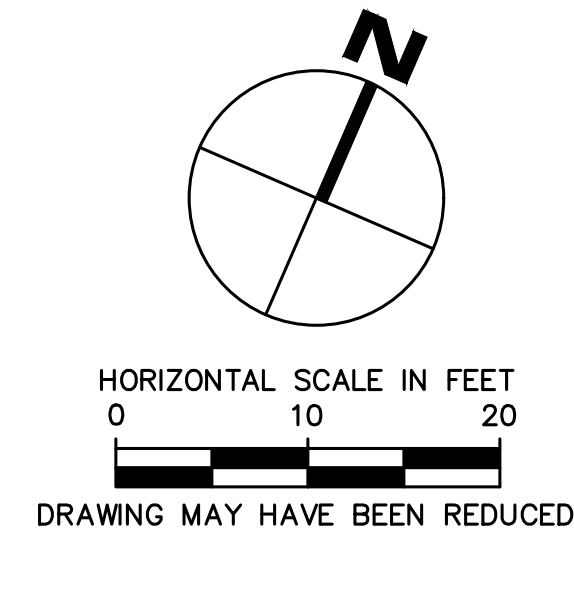
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			Project Number 24132	Issued For Bidding:
			Project Manager LNR	Issued For Construction:
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Sheet Title

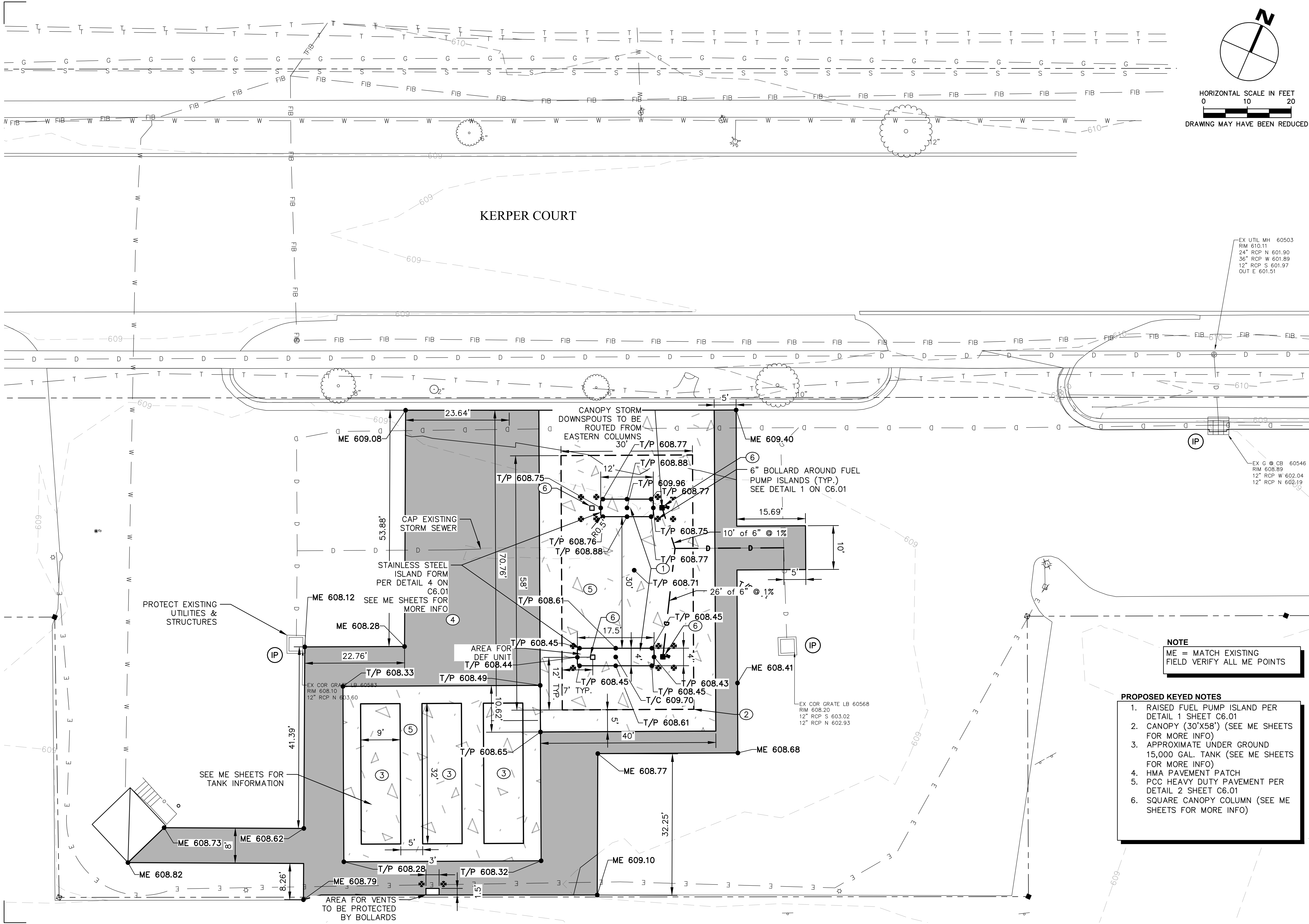
**EXISTING
CONDITIONS**

C1.10

- EXISTING KEYED NOTES**
- A. 3 BELOW GRADE FUEL TANKS
 - B. CANOPY FOOTING ISLAND AND PUMPS
 - C. PUMP CANOPY
 - D. WATER HOUSE
 - E. PCC PAVEMENT
 - F. STORM SEWER
 - G. WATER MAIN
 - H. SANITARY SEWER
 - I. GAS LINE
 - J. ELECTRIC
 - K. ELECTRICAL BOX
 - L. LIGHT POLE
 - M. FIBER OPTIC
 - N. UTILITY MANHOLES
 - O. TELECOMMUNICATION LINE
 - P. SIGN
 - Q. MANUAL COMPOST LOADING PILE



Revisions	
Rev	Description
	Project Number 24132
	Project Manager LNR
	Issued For Bidding:
	Issued For Construction:
	Date



Client Name
CITY OF DUBUQUE

Project Name
FUELING STATION
IMPROVEMENT
PROJECT

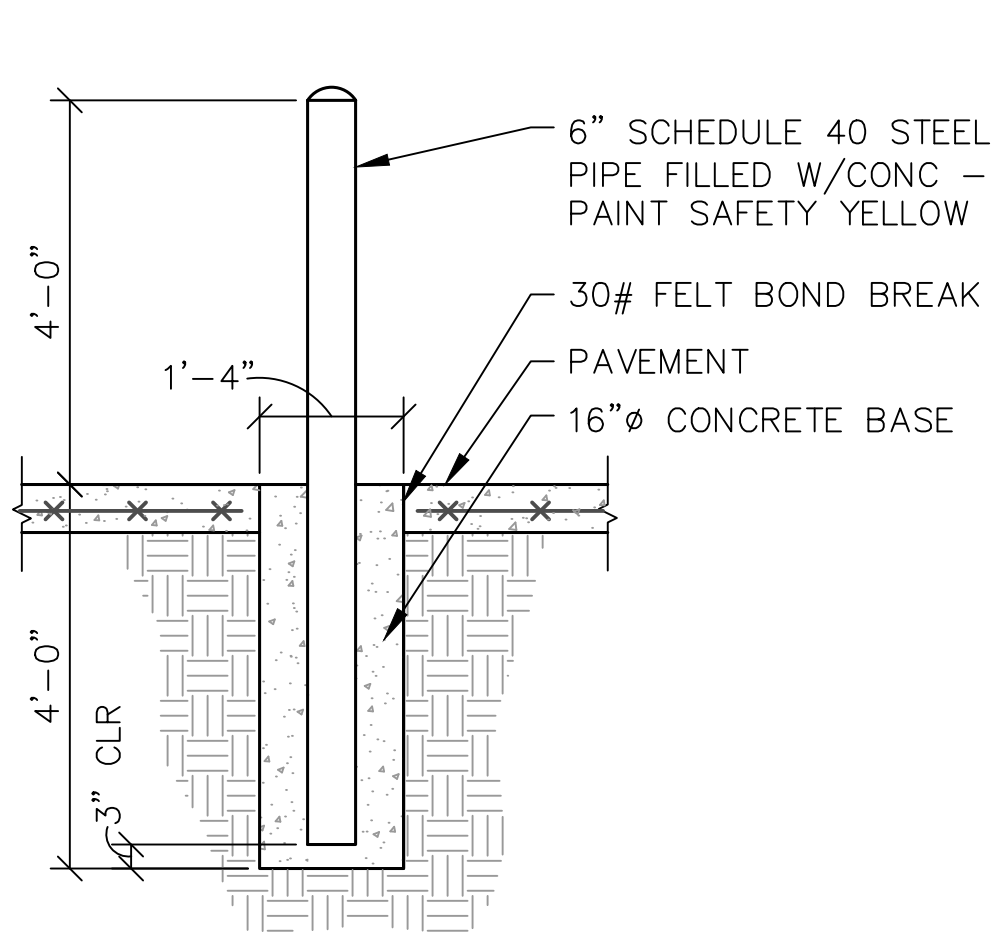
Location / Description
925 KERPER CT.
DUBUQUE, IA

Revisions	Rev	Description	Date
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	2	Project Manager LNR	Issued For Construction:
	3	P:\V\132\00\REV\00\24132-2Z-01.DWG	1/28/2025 2:51 PM ANGE MAREK

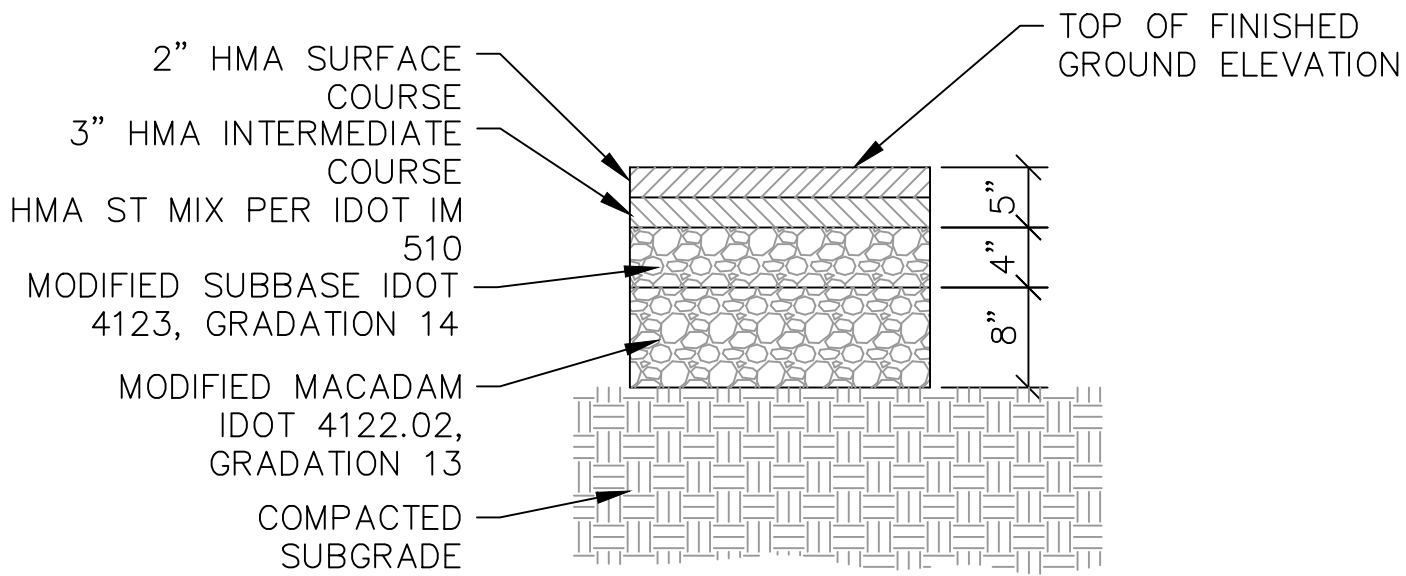
Sheet Title

PROPOSED
CONDITIONS

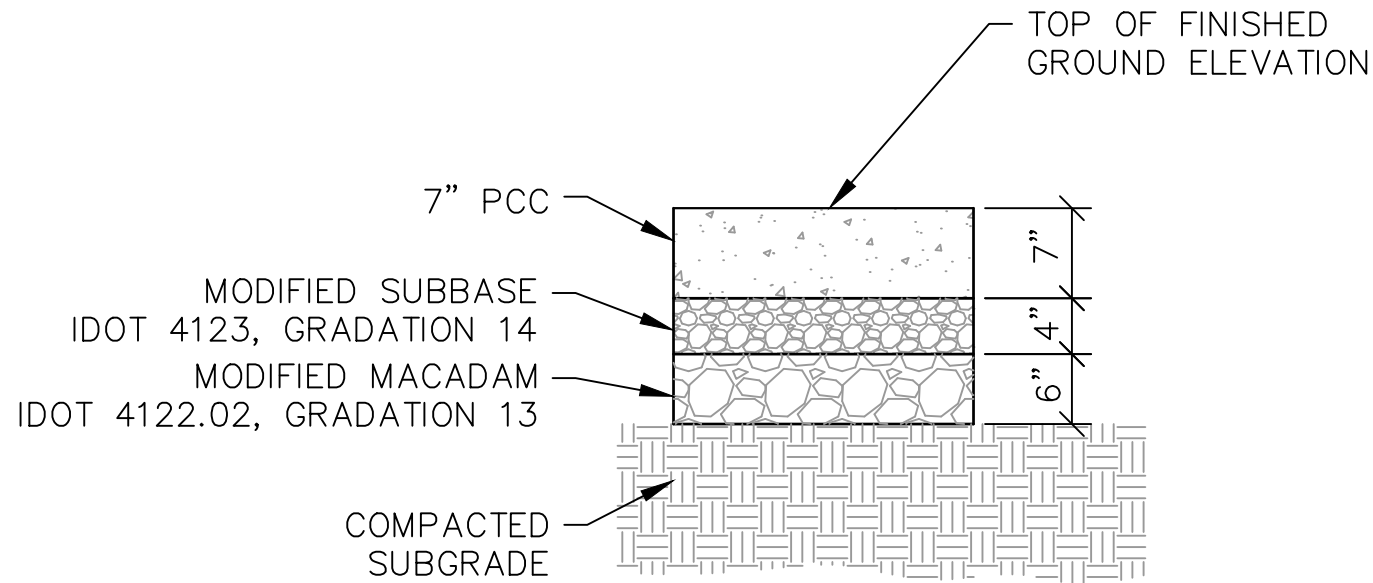
C1.20



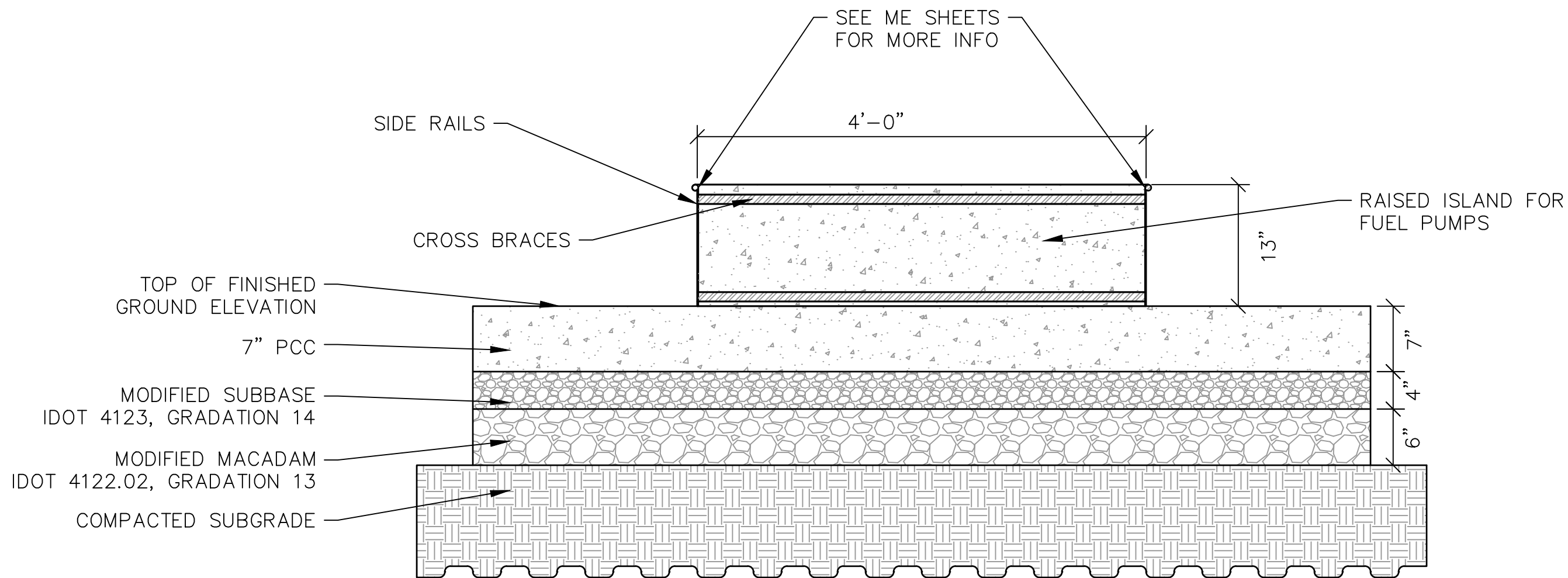
1 BOLLARD
C6.01 NOT TO SCALE



3 HMA HEAVY DUTY PAVEMENT
C6.01 NOT TO SCALE



2 PCC HEAVY DUTY PAVEMENT
C6.01 NOT TO SCALE



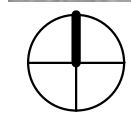
4 STAINLESS STEEL FULL RADIUS ISLAND FORM
C6.01 RAISED FUEL PUMP ISLAND NOT TO SCALE

Revisions	Rev	Description	Date
	1	Project Number 24132 Project Manager LNR P:\V\13\20\PAVING\STORM\24132_ZZ-06.DWG 1/28/2025 2:51 PM JANGIE MAREK	Issued For Bidding: Issued For Construction:

CITY OF DUBUQUE FUELING STATION IMPROVEMENTS

925 KERPER CT. DUBUQUE, IA



 PROJECT LOCATION

ELECTRICAL SYMBOLS LIST

NOTE: NOT ALL SYMBOLS SHOWN MAY BE REQUIRED FOR THIS PROJECT

WIRING DEVICES

-  DUPLEX WALL RECEPTACLE
-  EMERGENCY PUSH BUTTON (FUEL SYSTEM)

EQUIPMENT WIRING

-  DISCONNECTING MEANS
-  WEATHERPROOF DISCONNECTING MEANS
-  FUSED DISCONNECTING MEANS
-  MOTOR RATED SWITCH
-  VARIABLE FREQUENCY DRIVE W/INTEGRAL DISCONNECT

SWITCHES - LOW VOLTAGE (DIGITAL)

(REFER TO LIGHTING SEQUENCE OF OPERATION FOR ADDITIONAL INFORMATION)

-  EXTERIOR PHOTOCELL

LUMINAIRES

-  2'x2' SURFACE MOUNT TROFFER FIXTURE W/TYPE NUMBER
-  SURFACE MOUNT LINEAR FIXTURE W/TYPE NUMBER
-  WALL MOUNT LINEAR FIXTURE W/TYPE NUMBER
-  SURFACE/CEILING MOUNT STRIP FIXTURE W/TYPE NUMBER
-  SURFACE MOUNT FIXTURE W/TYPE NUMBER
-  RECESSED DOWNLIGHT FIXTURE W/TYPE NUMBER
-  PENDANT MOUNT FIXTURE W/TYPE NUMBER
-  WALL MOUNT FIXTURE W/TYPE NUMBER
-  POLE MOUNT FIXTURE W/TYPE NUMBER

DISTRIBUTION

-  SURFACE-MOUNT PANEL
-  FLUSH-MOUNT PANEL
-  TRANSFORMER
-  C/T CABINET
-  METER

MISCELLANEOUS

-  EXISTING - TO REMAIN
-  EXISTING - TO BE RELOCATED
-  EXISTING - TO BE REMOVED
-  CONDUIT
-  POINT OF NEW CONNECTION
-  WEATHERPROOF

SHEET INDEX

SHEET NUMBER	SHEET NAME	PRINCIPAL IN-CHARGE
ME0.01	COVER SHEET	MIKE BROCKA MBROCKA@MODUS-ENG.COM
MED1.10	MECHANICAL AND ELECTRICAL DEMOLITION PLAN	MECHANICAL ENGINEER ANDREW NEWLON ANEWLON@MODUS-ENG.COM
ME1.20	MECHANICAL AND ELECTRICAL PLAN	ELECTRICAL ENGINEER DAVID JORDAN DJORDAN@MODUS-ENG.COM
ME2.10	MECHANICAL AND ELECTRICAL DETAILS	
ME3.10	MECHANICAL AND ELECTRICAL SCHEDULES	
E2.20	CANOPY LIGHTING PLAN	

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. My license renewal date is December 31, 2026.

Michael J. Brocka Date

Pages or sheets covered by this seal:
Specification Div.: 22, 23, 26, 27
Drawings: SEE SHEET INDEX.



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CITY OF DUBUQUE

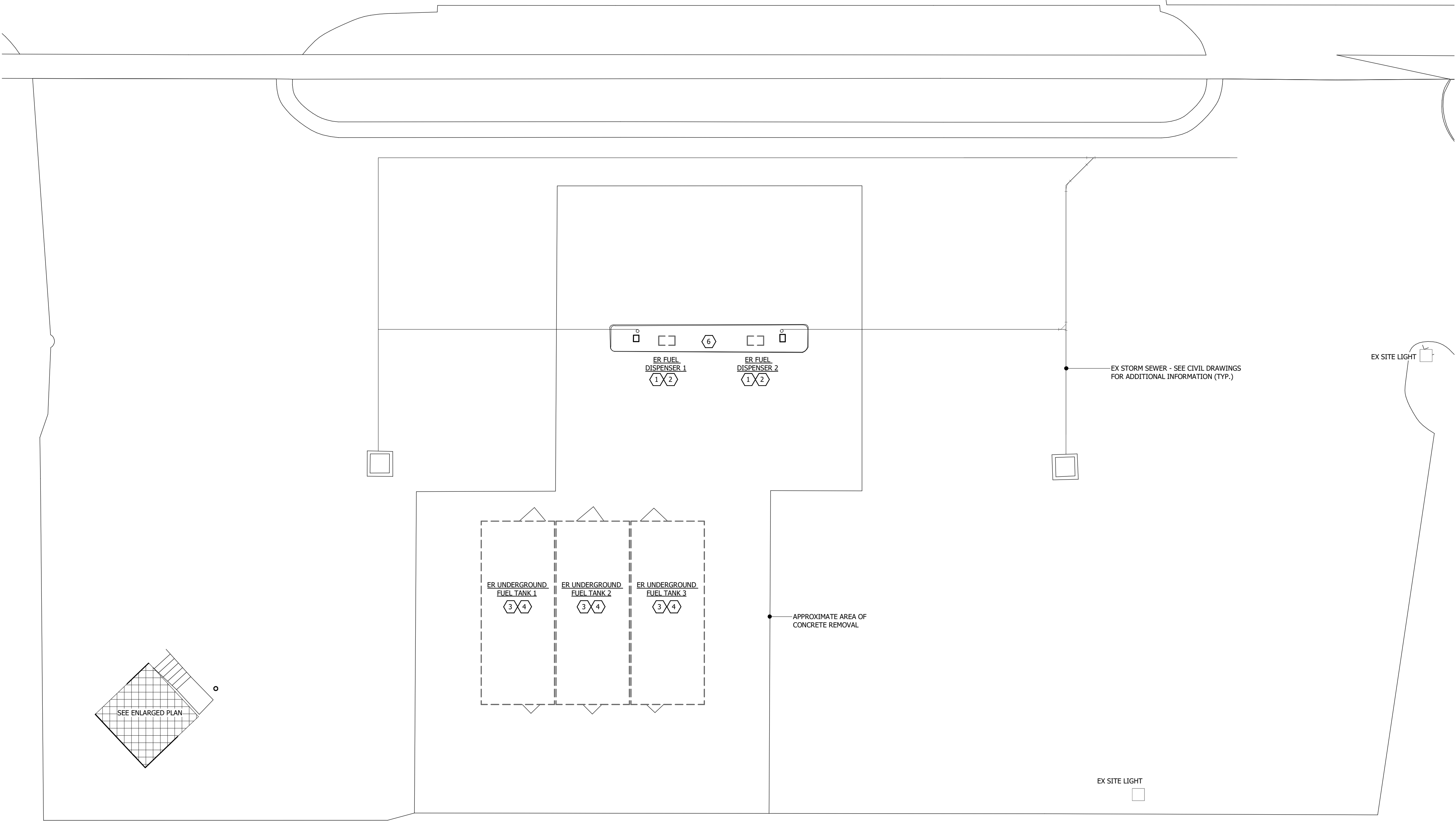
CITY OF DUBUQUE
FUELING STATION
IMPROVEMENTS

Location / Description

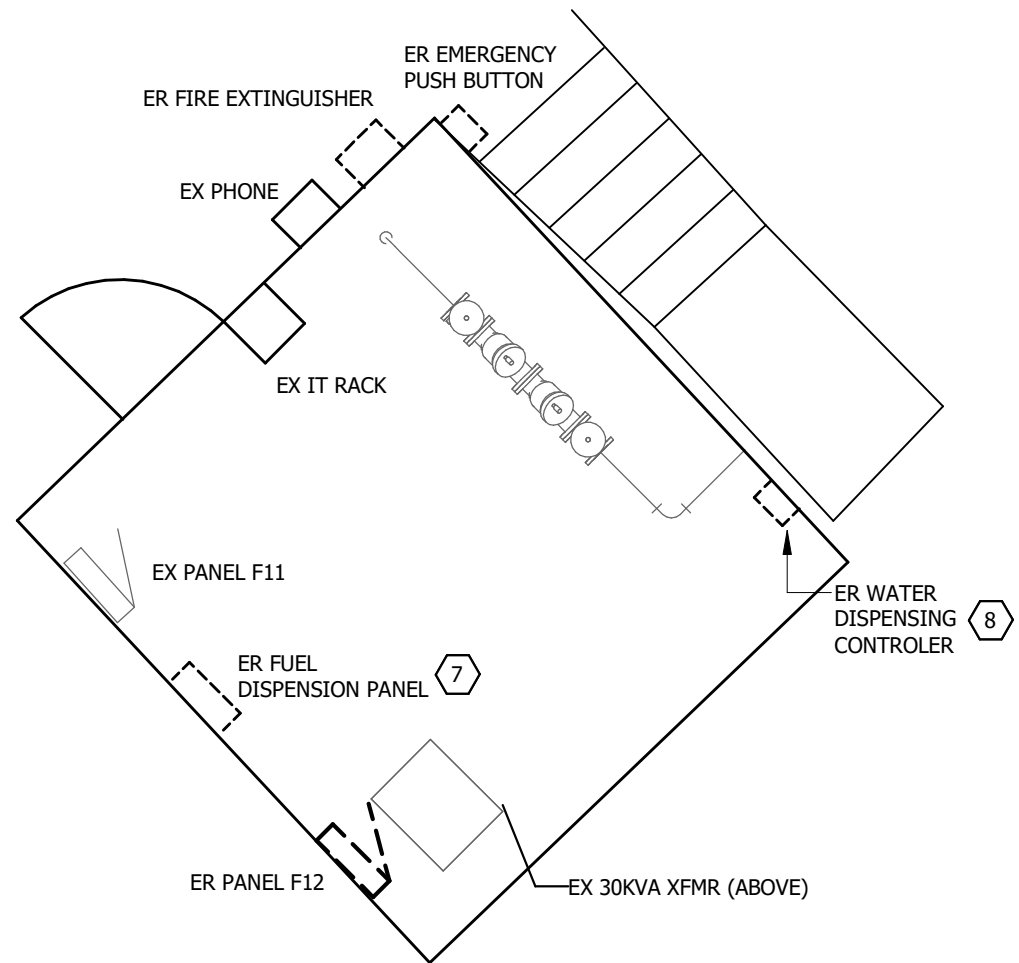
Revisions	Rev	Description	Project Number	Project Manager	Issued For Bidding:	Issued For Construction:	Date

COVER SHEET

ME0.01



1 MECHANICAL AND ELECTRICAL DEMOLITION PLAN
1" = 10'-0"



3 PUMPHOUSE MECHANICAL AND ELECTRICAL DEMOLITION PLAN
1/4" = 1'-0"



ER FUEL DISPENSION PANEL AND ASSOCIATED POWER SUPPLY IN PUMP HOUSE



EX WATER SERVICE ENTRANCE IN PUMP HOUSE

DEMOLITION GENERAL NOTES:

- DEMOLITION DRAWINGS ARE BASED ON EXISTING AVAILABLE DRAWINGS AND CASUAL FIELD OBSERVATION. ELECTRICAL CONTRACTORS SHALL FIELD VERIFY THE SITE AND INCLUDE ALL REQUIRED DEMOLITION IN THE BID.
- ALL REQUIRED DEMOLITION IS NOT INDICATED. IT IS THE INTENT OF THESE DOCUMENTS THAT ALL MECHANICAL AND ELECTRICAL SYSTEMS (NOT TO BE REUSED OR EXTENDED) BE REMOVED. COORDINATE WITH ARCHITECTURAL DRAWINGS.
- REFER TO SPECIFICATIONS AND OTHER SHEETS FOR ADDITIONAL DEMOLITION REQUIREMENTS.
- REMOVE ALL ELECTRICAL CONNECTIONS, WIRING, AND CONDUIT SERVING ALL FUEL SYSTEM EQUIPMENT TO BE REMOVED.
- REFER TO CIVIL DRAWINGS FOR DETAILS ON FLOOR CUTTING. CONTRACTOR SHALL COORDINATE WORK TO BE CONSISTENT WITH SCOPE OF GENERAL CONTRACTOR'S DEMOLITION.

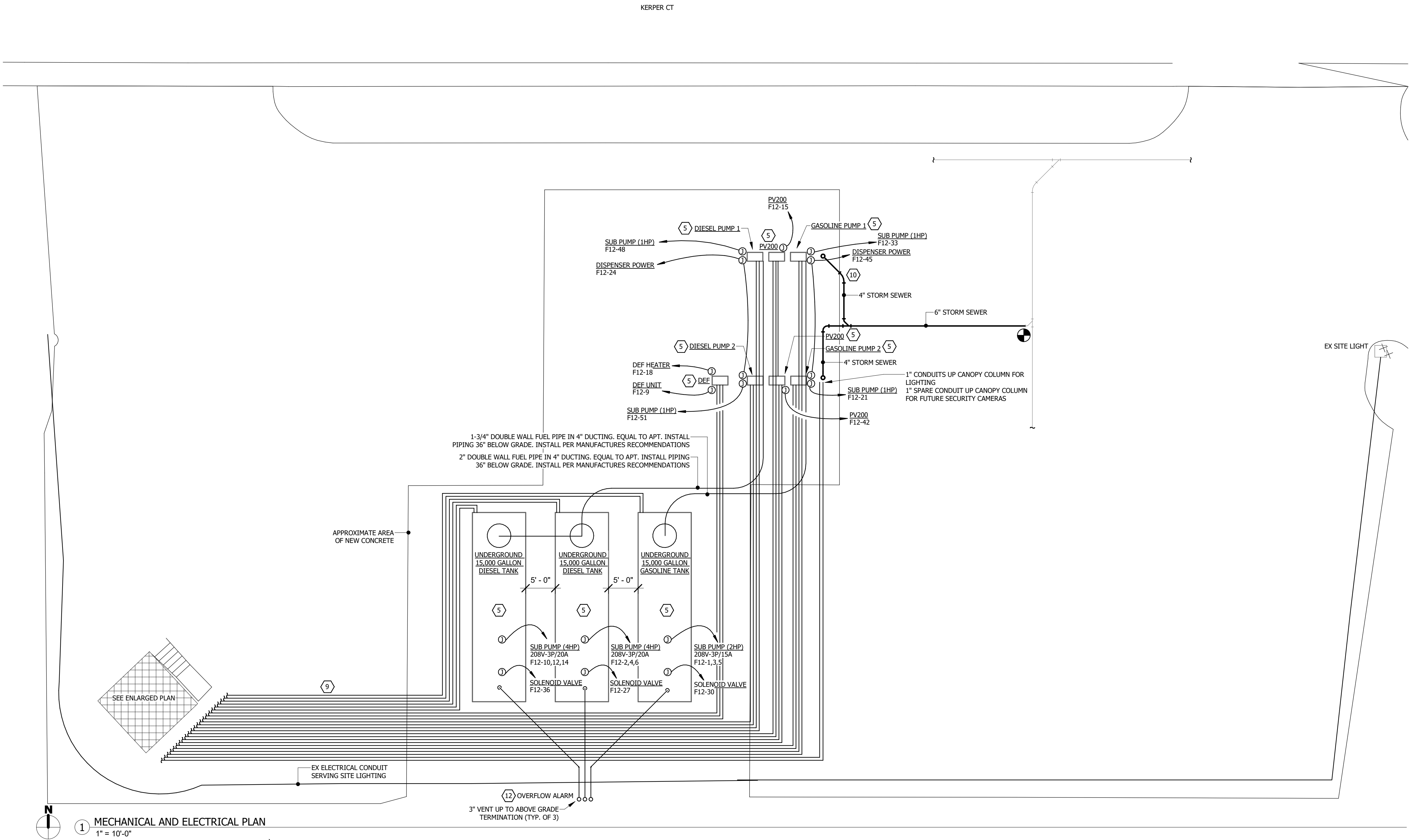
DEMOLITION REFERENCED NOTES: (7)

(NOT ALL NOTES MAY BE APPLICABLE TO THIS SHEET)

- ELECTRICAL CONTRACTOR SHALL REMOVE ALL ELECTRICAL DEVICES SERVING FUEL PUMP AND ASSOCIATED CONDUCTORS. REMOVE ALL CONDUIT BELOW GRADE AND ABOVE GRADE.
- CONTRACTOR TO REMOVE AND DISPOSE OF FUEL DISPENSER AND ASSOCIATED EQUIPMENT/ PIPING.
- ELECTRICAL CONTRACTOR SHALL REMOVE ALL ELECTRICAL DEVICES AND ASSOCIATED CONDUCTORS/CONDUITS SERVING FUEL TANK PUMPS. REMOVE ALL CONDUIT BELOW GRADE AND ABOVE GRADE. COORDINATE REMOVAL WITH GENERAL CONTRACTOR.
- REFER TO CIVIL DRAWINGS FOR DEMOLITION OF UNDERGROUND FUEL TANKS.
- CONTRACTOR TO REMOVE AND DISPOSE OF ALL ELECTRICAL CONDUIT BETWEEN PUMP HOUSE AND PUMP ISLANDS.
- CONTRACTOR TO REMOVE AND DISPOSE OF PUMP ISLAND.
- REMOVE FUEL TANK MONITOR CONTROL PANEL AND ALL ASSOCIATED CONDUIT AND WIRING. PATCH TO MATCH EXISTING.
- REMOVE WATER DISPENSING CONTROLLER. PREPARE LOCATION FOR NEW EQUIPMENT.

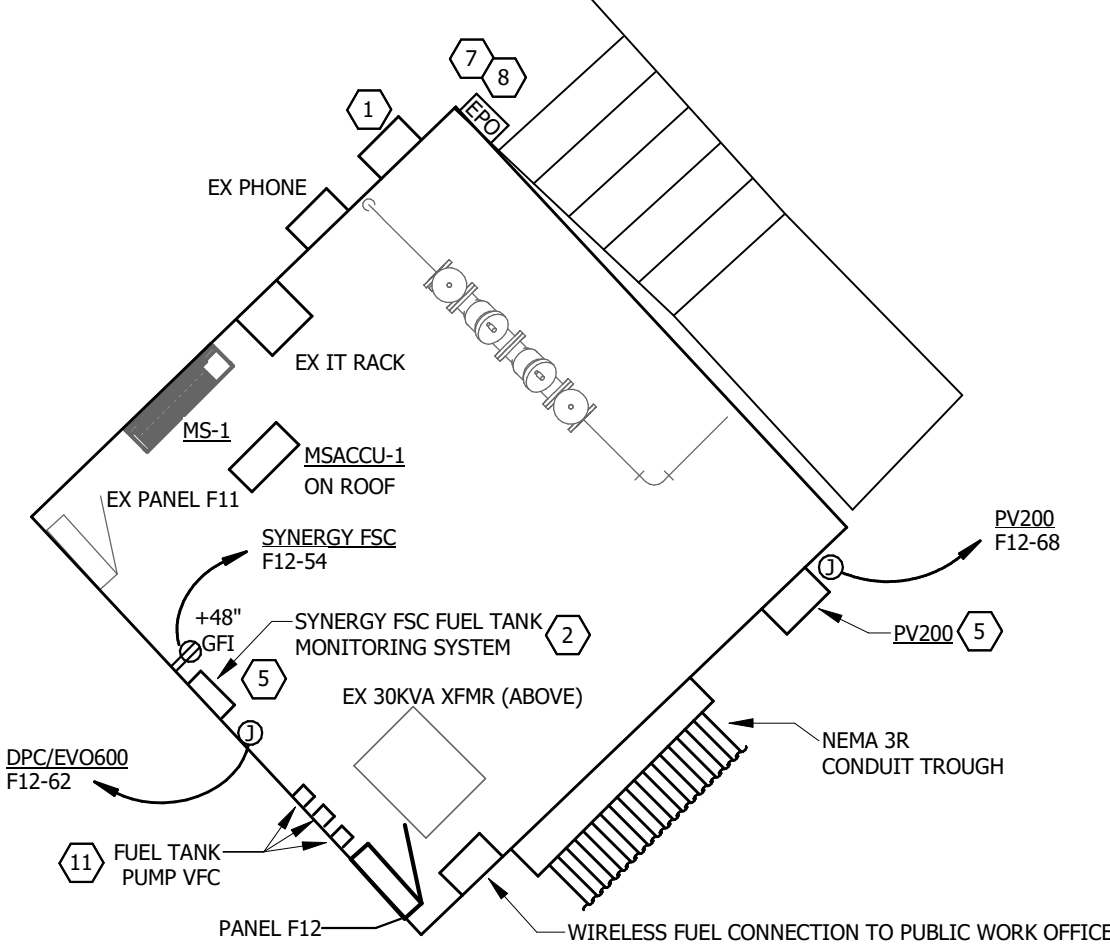
Revisions	Date		
	Rev	Description	Issued For
Project Number		Project Manager	Issued For Construction:





- GENERAL NOTES:**
- A. ALL DISCONNECTS ON MECHANICAL EQUIPMENT SHALL BE MOUNTED ON STRUCTURE TO ALLOW REMOVAL OF THE EQUIPMENT FOR MAINTENANCE WITH A MINIMUM OF WIRING WORK. VERIFY NEC CLEARANCE REQUIREMENTS ARE MET PRIOR TO ROUGH-IN.
 - B. MAINTAIN SERVICE CLEARANCE AROUND ALL MECHANICAL & ELECTRICAL EQUIPMENT. DO NOT ROUTE PIPING OR CONDUIT IN CLEARANCE SPACE.
 - C. ALL RECEPTACLE CIRCUITS SHALL HAVE DEDICATED NEUTRALS.
 - D. PROVIDE PVC SCH 40 CONDUIT WITH RIGID TURN UP WITHIN EQUIPMENT UNLESS OTHERWISE NOTED.
 - E. INSTALL ALL FUEL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.
 - F. CONDUIT LAYOUT IS SCHEMATIC IN NATURE, NOT ALL OFFSETS OR SPACING MAY BE SHOWN. CONTRACTOR SHALL SITE VERIFY.

- REFERENCED NOTES:** (#)
- (NOT ALL NOTES MAY BE APPLICABLE TO THIS SHEET)
- 1. PROVIDE FIRE EXTINGUISHER AND EXTERIOR RATED CABINET IN ACCORDANCE TO THE STATE FIRE MARSHAL REQUIREMENTS.
 - 2. COORDINATE PANEL LOCATIONS WITH DESIGN TEAM.
 - 3. 4" PVC SCH 40 ROOF DRAIN WITHIN COLUMN. CONNECT TO UNDER GRADE STORM SEWER.
 - 4. ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL STEM SWIVEL MOUNT PHOTOCELL EQUAL TO #EK4236S TO CONTROL EXTERIOR LIGHTING. COORDINATE FOR NORTH FACING INSTALLATION.
 - 5. DC POWER SHALL BE 18 GAUGE 2 CONDUCTOR TWISTED AND SHIELDED WITH DRAIN AND TEFLON COATING. ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL DC WIRING SERVING FLOAT SENSORS, SUMP SENSORS, AND PROBES AS REQUIRED FOR A COMPLETE AND WORKING SYSTEM.
 - 6. ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL BREAKAWAY T-BASE TO SERVE TYPE SA FIXTURE. PROVIDE LIGHT POLE BASE PLATE ADAPTOR TO UTILIZE THE CANOPY COLUMN FOUNDATION FOR LIGHT FIXTURE POLE BASE.
 - 7. EMERGENCY PUSH BUTTON SHALL DISCONNECT POWER TO ALL DISPENSING DEVICES; TO ALL REMOTE PUMPS SERVING THE DISPENSING DEVICES; TO ALL ASSOCIATED POWER, CONTROL, AND SIGNAL CIRCUITS; AND TO ALL OTHER ELECTRICAL EQUIPMENT IN THE HAZARDOUS (CLASSIFIED) LOCATIONS SURROUNDING THE FUEL DISPENSING DEVICES.
 - 8. ELECTRICAL CONTRACTOR SHALL ROUGH-IN FOR FUEL PUMP EMERGENCY STOP. COORDINATE FINAL LOCATION WITH OWNER PRIOR TO ROUGH-IN. REFER TO EMERGENCY FUELING STATION SHUTOFF WITH COVER ON SHEET ME2.10 FOR MORE INFORMATION.
 - 9. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL CONDUITS WITH EXPLOSION PROOF SEAL OFFS AS PER NEC REQUIREMENTS. SEE DETAILS ON SHEET ME2.10 FOR MORE INFORMATION REGARDING SEAL OFF INSTALLATION AND STUB UP SPACING.
 - 10. CANOPY STORM DOWNSPOUTS SHALL BE ROUTED FROM THE EASTERN COLUMNS TO THE EXISTING UNDERGROUND STORM SEWER.
 - 11. COORDINATE VARIABLE FREQUENCY CONTROLLERS (VFC) LOCATIONS WITH DESIGN TEAM.
 - 12. OVERFLOW ALARM. COORDINATE LOCATION WITH OWNER.



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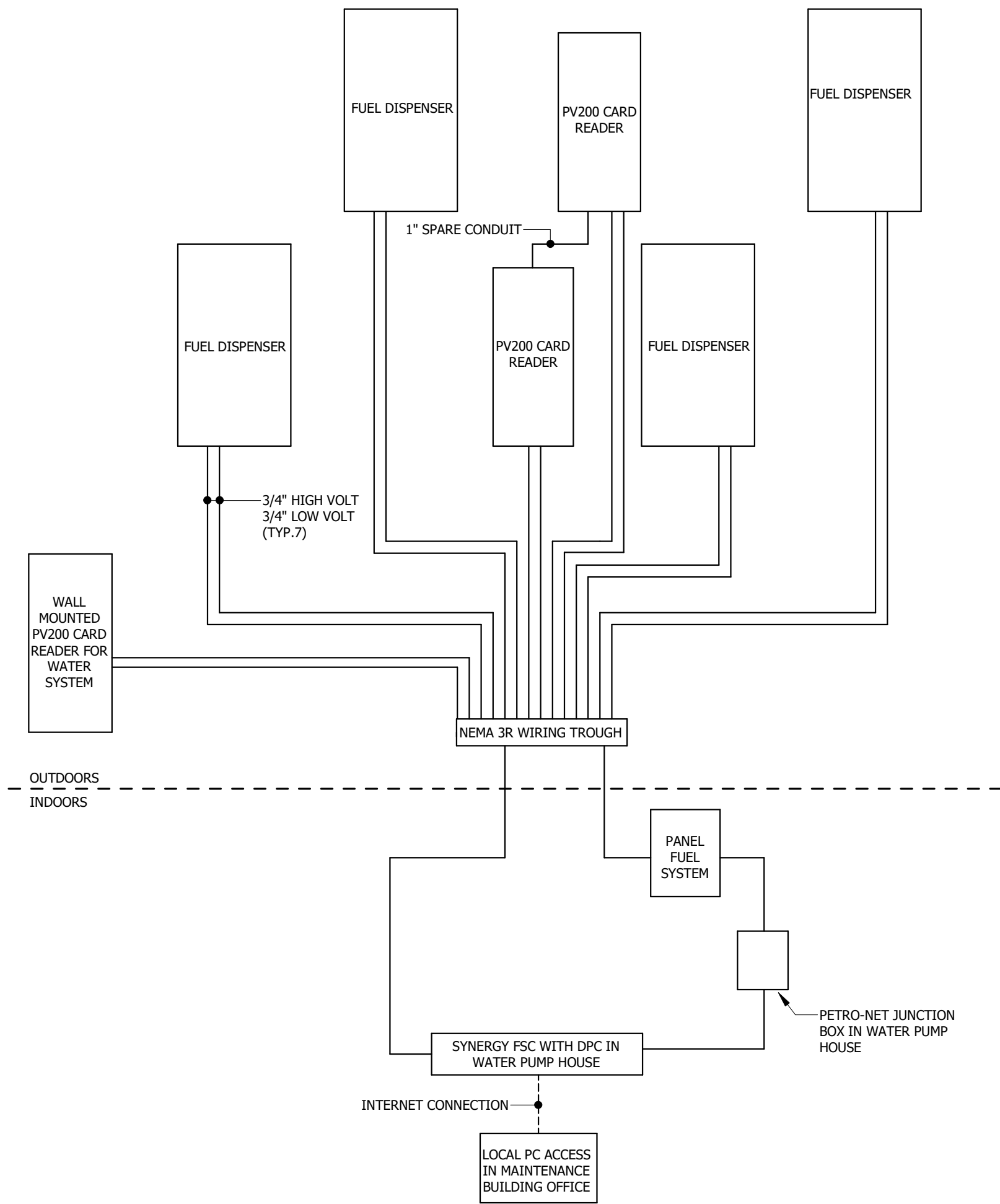
Location / Description

Revisions	Rev	Description	Project Number	Project Manager	Issued For Bidding	Issued For Construction	Date

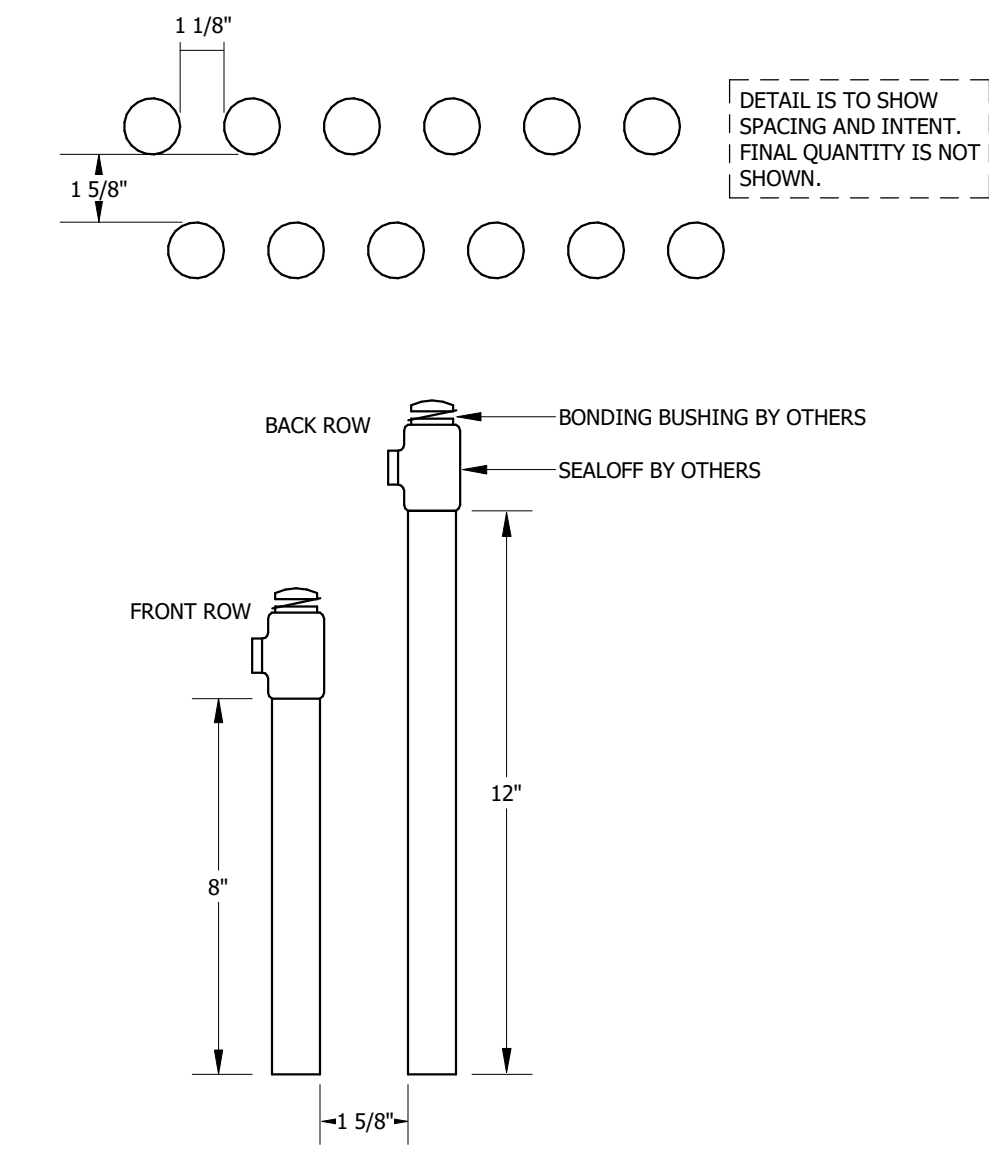
COVER SHEET



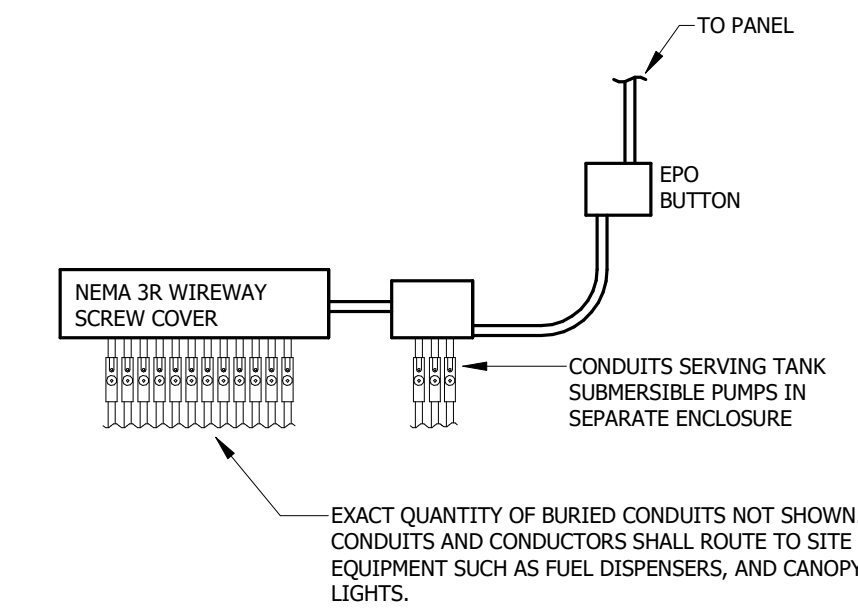
ME1.20



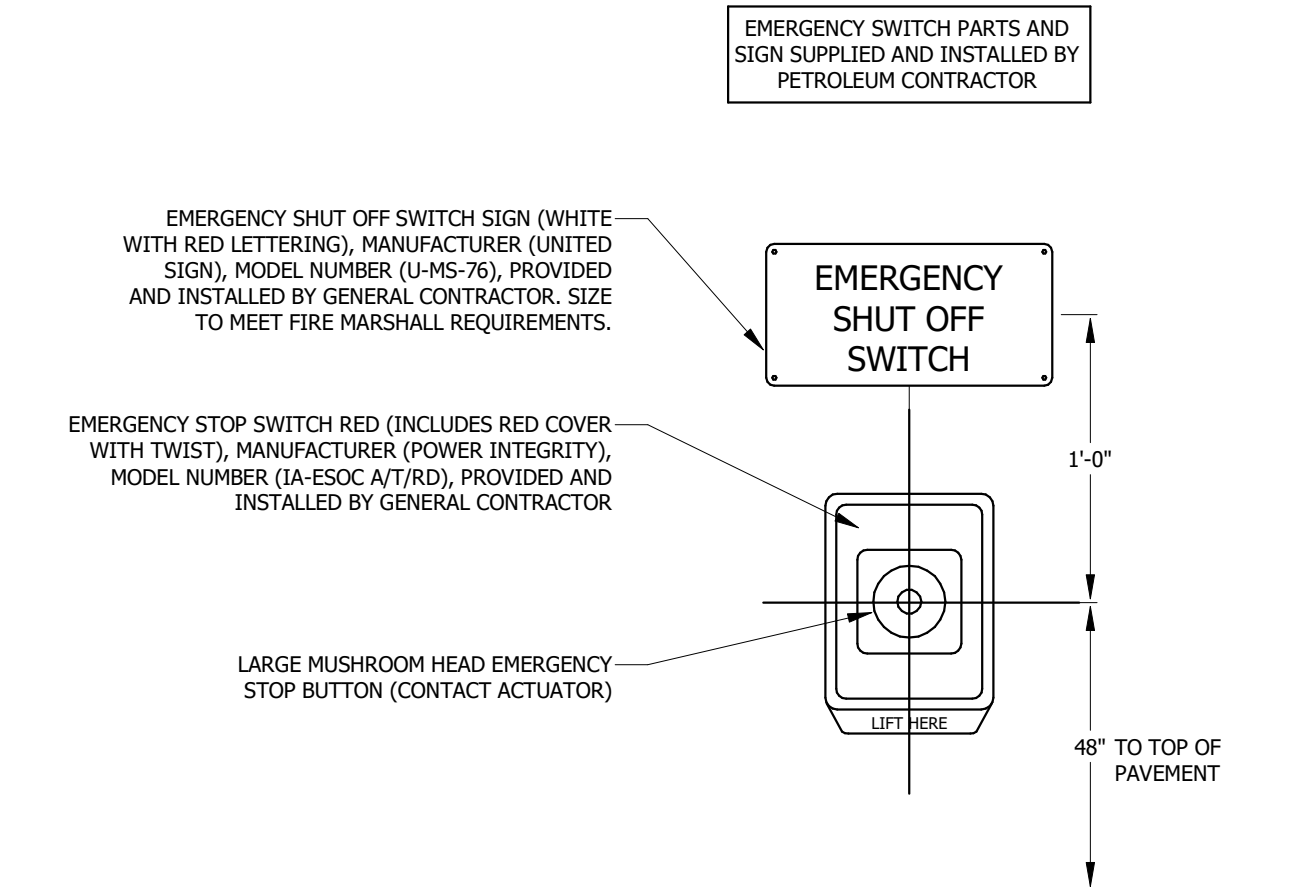
1 GENERAL SYSTEM WIRING SCHEMATICS
No Scale



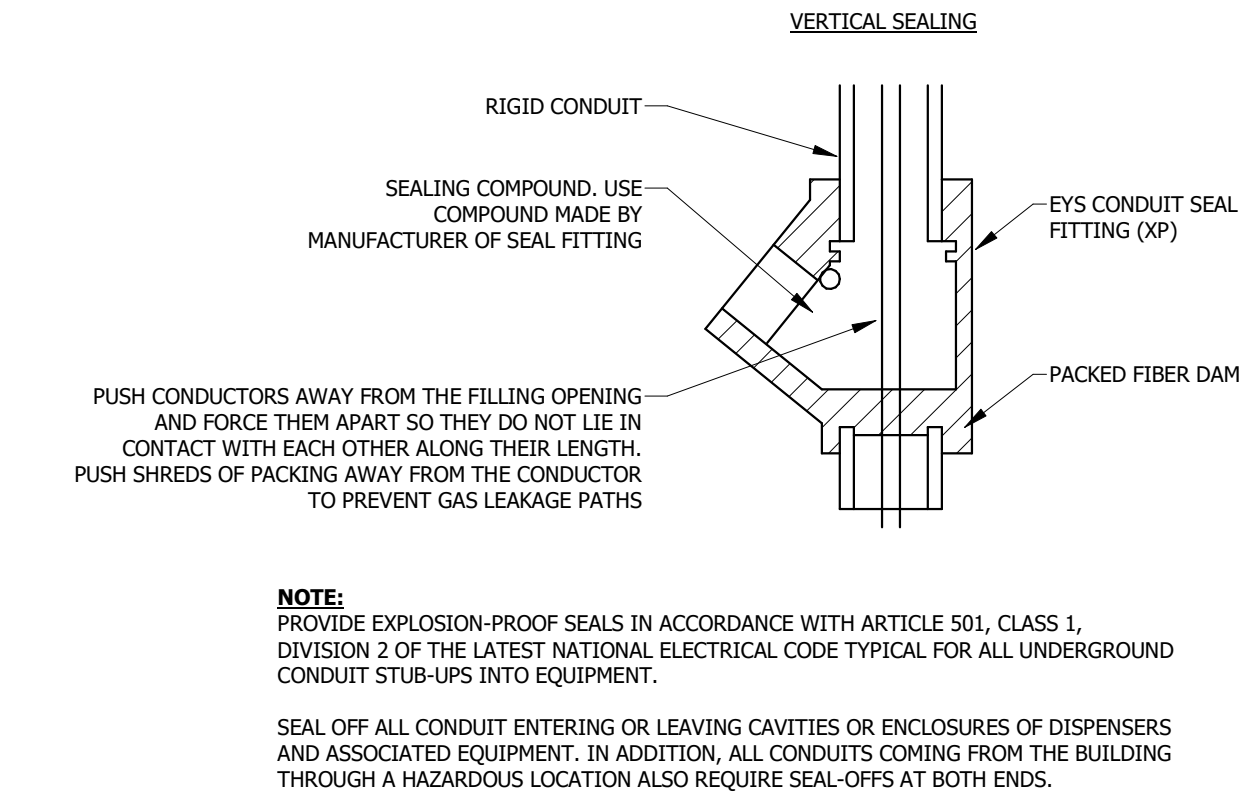
2 FUEL CONDUITS STUB UP AND SPACING
No Scale



3 EXTERIOR ROUTING ELEVATIONS SCHEMATIC
No Scale



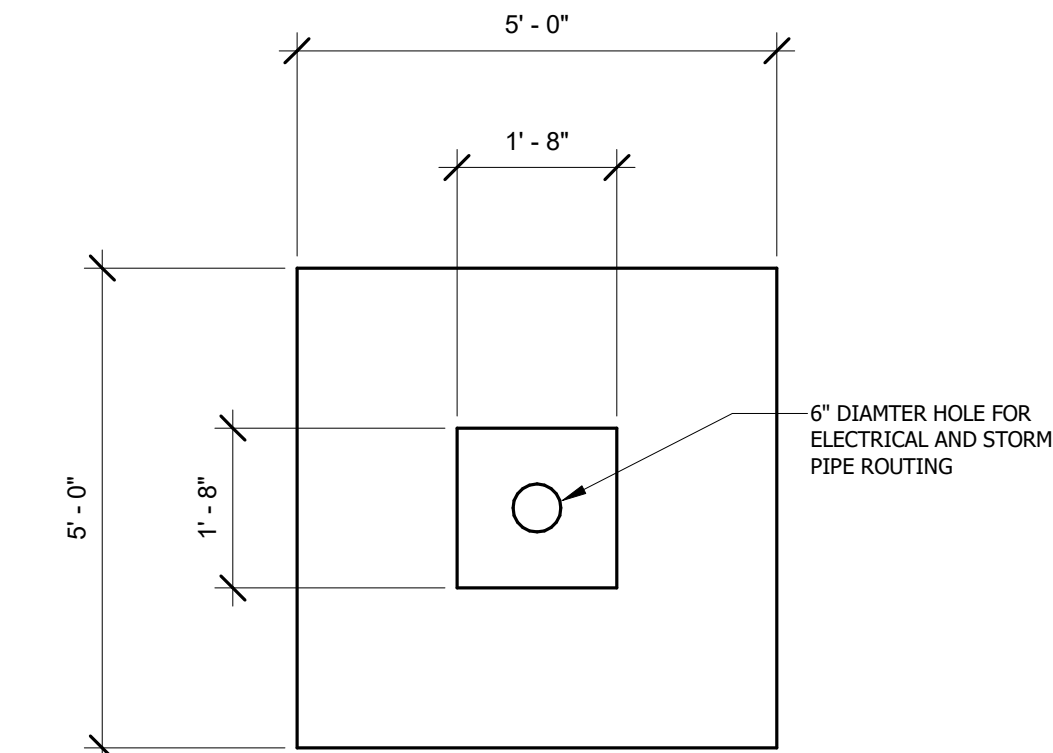
5 EMERGENCY SHUTOFF WITH COVER
No Scale



8 SEAL FITTING INSTALLATION
No Scale

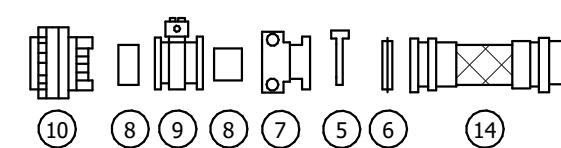
COPPER CONDUCTOR AND CONDUIT SIZING CHART

	CONDUCTORS (THWN-2)			CONDUIT		PARALLEL RUNS
	PHASE	NEUTRAL	GROUND	EMT	SCH 40	
15/4	(3) #12 AWG	#12 AWG	#12 AWG	3/4"	3/4"	1
20/4	(3) #12 AWG	#12 AWG	#12 AWG	3/4"	3/4"	1
25/4	(3) #10 AWG	#10 AWG	#10 AWG	3/4"	3/4"	1
30/4	(3) #10 AWG	#10 AWG	#10 AWG	3/4"	3/4"	1
35/4	(3) #8 AWG	#8 AWG	#10 AWG	3/4"	3/4"	1
40/4	(3) #8 AWG	#8 AWG	#10 AWG	3/4"	3/4"	1
45/4	(3) #8 AWG	#8 AWG	#10 AWG	3/4"	3/4"	1
50/4	(3) #8 AWG	#8 AWG	#10 AWG	3/4"	3/4"	1
60/4	(3) #6 AWG	#6 AWG	#10 AWG	1"	1"	1
70/4	(3) #4 AWG	#4 AWG	#8 AWG	1-1/4"	1-1/4"	1
80/4	(3) #4 AWG	#4 AWG	#8 AWG	1-1/4"	1-1/4"	1
100/4	(3) #3 AWG	#3 AWG	#8 AWG	1-1/4"	1-1/4"	1

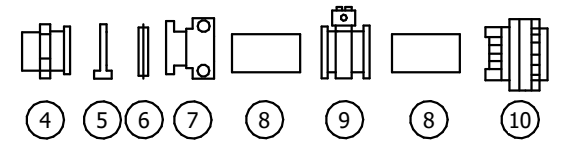


4 CANOPY FOOTER DETAIL
No Scale

TANK SUMP PIPEWORK DETAIL



TRANSITION SUMP PIPEWORK DETAIL



- | | | | | | | | |
|---|---|--|---|--|---|---|--|
| 1 UNIVERSAL LIQUID SUMP SENSOR | 6 EZ FIT GASKET | 11 BLACK STEEL REDUCING ELBOW (1-1/2" TO 1") | 16 EZ FIT 90° ELBOW FLANGE X MALE ADAPTER | 21 ENTRY BOOT (4") | 26 SWIVEL ADAPTER KIT | 31 ELECTROFUSION COUPLER (2") | 36 MAIN TANK (DOUBLE WALL) |
| 2 SENSOR CAP INSTALLATION KIT | 7 QUICK RELEASE FITTING (1-1/2") | 12 BOLT-DOWN MANWAY (24") | 17 DISCRIMINATING SUMP SENSOR | 22 PROBE CAP AND ADAPTER (FOR 4" RISERS) | 27 OVERFILL PREVENTION VALVE (5' TOP 8' BOTTOM) | 32 UPP 2" SEMI-RIGID PIPE (19" STICK) | 37 HIGH LEVEL SENSOR |
| 3 ELECTRICAL CONDUIT ENTRY BOOT (3/4") | 8 XP FLEXIBLE DOUBLE WALL PIPE (1-1/2") | 13 WATER RESISTANT TANK SUMP | 18 SUBMERSIBLE PUMP (3/4 HP) | 23 INVENTORY CONTROL PROBE | 28 TANK BOTTOM PROTECTOR | 33 ELECTROFUSION 90° ELBOW | 38 3/8" CHIP OR 3/8" PEA GRAVEL BACKFILL |
| 4 EZ FIT FLANGE X HEX MALE ADAPTER (1-1/2") | 9 SPLIT TEST BOOT (1-1/2") | 14 FLEXIBLE CONNECTOR (EZ FLANGE X MALE) | 19 ELECTRONIC LINE LEAK DETECTION | 24 DIESEL DENSITY FLOAT KIT (4") | 29 EXTRACTOR VENT VALVE (4" x 4" x 2") | 34 FEMALE TERMINATION FITTING (2") | 39 DOUBLE WALL VAPOR SPILL CONTAINER |
| 5 EZ FIT CLAMP | 10 ENTRY BOOT | 15 BALL VALVE (2") | 20 PROBE ACCESS MANHOLE | 25 DOUBLE WALL SPILL CONTAINER | 30 MALE TERMINATION FITTING (2") | 35 P/V VENT WITH IN-LINE VAULT WITH US P/V AND RAIN CAP | 40 VAPOR SWIVEL ADAPTER KIT |

7 15,000 GALLON GLASS STEEL II FUEL TANK DETAIL
No Scale

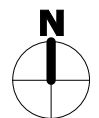
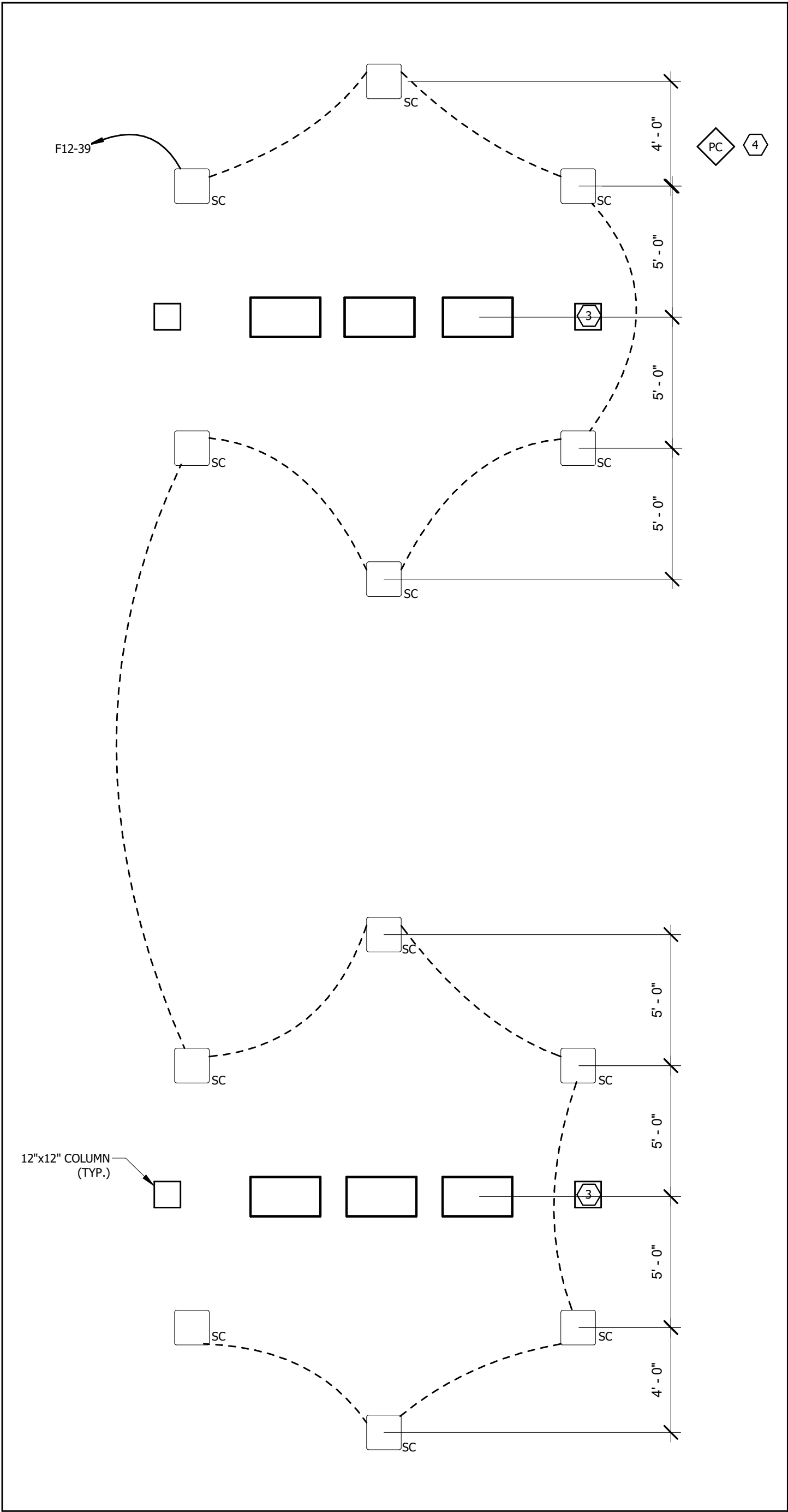
Revisions	Rev	Description	Project Number	Project Manager	Date					
Issued For Bidding:										
Issued For Construction:										



FUEL STATION EQUIPMENT SCHEDULE											
	UNDERGROUND TANKS DOUBLE WALL										
1	(3) 15,000 GLASS STEEL II, UNDERGROUND TANKS (32' LONG x 108" DIAMETER)										
	FUEL CONTROL SYSTEM										
2	PV ENTERPRISE INCLUDES PV200 WITH SYNERGY FSC AND FUEL ISLAND TERMINAL...										
3	DPC REMOTE MOUNT INTERFACE MODULE AND SOFTWARE										
4	VEHICLE MONITORING SYSTEM VEHICLE IDENTIFICATION CARDS										
5	VEHICLE MONITORING SYSTEM DRIVER IDENTIFICATION CARDS										
	TANK AND SUMP MONITORING										
6	INVENTORY ONLY PROBE, LEAK DETECTION PROBE, ELECTRIC LINE LEAK, AND ACCESSORIES										
7	FRANKLIN EVO600 WITH DISPLAY, HARDWIRED PRINTER, AND NECESSARY MODULES										
8	UNIVERSAL LIQUID SUMP SENSOR AT TANKS, PIPING TANK SUMP, AND EACH DISPENSER SUMP										
	SUMPS AND MANHOLES										
9	SINGLE WALL FIBERGLASS TANK SUMP										
10	SINGLE WALL FIBERGLASS DISPENSER SUMP										
11	DISPENSER SUMP COMPATIBLE FOR WAYNE SELECT DISPENSER										
	WAYNE DISPENSERS										
12	50 GPM, 3/G7232D SHC DIESEL, 1 PRODUCT, 2 HOSES, 4 METERS										
13	22 GPM, E3/G72021 PRODUCT, 2 HOSES, 2 METERS										
14	HOSE MAST AND SPRING LOAD 3/4" EXPLOSION PROOF FLEX (NO SPRING REQUIRED)										
	ISLAND FORMS AND ACCESSORIES										
15	15' X 48" X 13" X 6" RADIUS STAINLESS STEEL										
16	SHEAR VALVES										
	TESTING										
17	DIESEL SYSTEM TESTING										
18	GAS SYSTEM TESTING										
19	SUMP HYDRO TESTING- TRANSITION AND DISPENSER SUMPS										
	DISPENSING ACCESSORIES										
20	(3) 1" DIESEL NOZZLE HIGH SPEED HUSKEY 1 + 8 (DIESEL COMMERCIAL NOZZLE)										
21	(1) 3/4" DIESEL HIGH PRESSURE NOZZEL										
22	MAGNETIC BREAKAWAY NOZZLES										
22	1" BREAKAWAY HOSE										
23	1" X 14' CURB HOSE										
24	3/4" NOLEAD NOZZLE										
25	3/4" SWIVEL										
26	3/4" BREAKAWAY HOSE										
27	3/4" X 14' CURB HOSE										

	PUMP ACCESSORIES										
28	(1) 2HP VARIABLE SPEED SUBMERSIBLE PUMP FOR GAS MODEL STPMVS2-YL2-12										
29	(2) 4HP VARIABLE SPEED SUBMERSIBLE PUMP FOR DIESEL MODEL STPMVS4-VL2-12										
30	MAG VFC CONTROLLER FOR EACH PUMP										
	DIESEL EXHAUST FLUID (DEF) UNIT										
31	500 GALLON DEF UNIT MODEL SBD KB5080POHR										
32	BACKUP HEATER										
33	DEF COUPLER										
34	INSIDE LED LIGHT MODEL S8DADD-LEDLIT										
35	25' HOSE REWIND										
36	DEF COUPLER										
37	DRYBREAK (CONFIRM TYPE WITH CITY OF DUBUQUE)										
38	PCM MASTER (PUMP CONTROL MODULE IN PV200)										
39	PCM MOUNTING BRACKET										
	CANOPY AND CANOPY LIGHTS										
40	30' X 58' 4 SQUARE COLUMN CANOPY WITH 15' CLEARANCE										
41	SPACING (WIDE) 7.5 - 15 - 7.5										
42	SPACING (LONG) 13 - 34 - 13										
43	36" TALL WHITE LAMINATED PANEL FASCIA										
44	DECKING 3" X 12" X 20 GA. SMOOTH WHITE										
45	SNOW LOAD: 30 PSF, WIND LOAD: 30 PSF										
46	INTERNAL 3" SCH. 40 PVC ROOF LEADERS										
47	REFER TO PLANS FOR LIGHTING INFORMATION										
48	WHITE PAINT TO FIELD PAINT CANOPY COLUMNS										
	SIGNAGE NECESSARY IN ACCORDANCE WITH FIRE MARSHALL REGULATIONS										
49	GASOLINE DECALS 4" X 25"										
50	FLAMMABLE DECALS 4" X 25"										
51	NO SMOKING DECALS 4" X 25"										
52	DIESEL DECALS 4" X 25"										
53	COMBUSTABLE DECALS 4" X 25"										
	BULK WATER DISPENSION										
54	WALL MOUNTED PV200										

BRANCH PANEL F12															
Location:					Volts: 120/208 Wye					S.C.C.R. Rating:					
Supply From:					Phases: 3					Mains Type: [MLO] or [MCB]					
Mounting: Surface					Wires: 4					Mains Rating: [225 A][400 A]					
Enclosure: Type 1										MCB Rating:					
Available Isc: rr										SPD: NONE					
Notes:															
CKT	Circuit Description	Type	Trip	Poles	A		B		C		Poles	Trip	Type	Circuit Description	CKT
F12-1	SUB PUMP (2HP)		15 A	3	0	0					3	20 A		SUB PUMP (4HP)	F12-2
F12-3	--		--	--			0	0			--	--		--	F12-4
F12-5	--		--	--					0	0	--	--		--	F12-6
F12-7	SPACE		--	1	--	--					1	--		SPACE	F12-8
F12-9	DEF UNIT		20 A	1			0	0			3	20 A		SUB PUMP (4HP)	F12-10
F12-11										0	--	--		--	F12-12
F12-13	SPACE		--	1	--	0					--	--		--	F12-14
F12-15	PV200		20 A	1			0	--			1	--		SPACE	F12-16
F12-17										0	1	20 A		DEF HEATER	F12-18
F12-19	SPACE		--	1	--										F12-20
F12-21	SUB PUMP (1HP)		20 A	1			0	--			1	--		SPACE	F12-22
F12-23										0	1	20 A		DISPENSER POWER	F12-24
F12-25	SPACE		--	1	--										F12-26
F12-27	SOLENOID VALVE		20 A	1			0	--			1	--		SPACE	F12-28
F12-29										0	1	20 A		SOLENOID VALVE	F12-30
F12-31	SPACE		--	1	--										F12-32
F12-33	SUB PUMP (1HP)		20 A	1			0	--			1	--		SPACE	F12-34
F12-35										0	1	20 A		SOLENOID VALVE	F12-36
F12-37	SPACE		--	1	--										F12-38
F12-39	Lighting		20 A	1			153	--			1	--		SPACE	F12-40
F12-41										0	1	20 A		PV200	F12-42
F12-43	SPACE		--	1	--										F12-44
F12-45	DISPENSER POWER		20 A	1			0	--			1	--		SPACE	F12-46
F12-47										0	1	20 A		SUB PUMP (1HP)	F12-48
F12-49	SPACE		--	1	--										F12-50
F12-51	SUB PUMP (1HP)		20 A	1			0	--			1	--		SPACE	F12-52
F12-53										180	1	20 A		SYNERGY FSC	F12-54
F12-55	SPARE		20 A	1	0	0					1	20 A		SPARE	F12-56
F12-57	SPARE		20 A	1			0	0			1	20 A		SPARE	F12-58
F12-59	SPARE		20 A	1					0	0	1	20 A		SPARE	F12-60
F12-61						0					1	20 A		DPC/EVO600	F12-62
F12-63															F12-64
F12-65											--	1	--	SPACE	F12-66
F12-67						0					1	20 A		PV200	F12-68
F12-69															F12-70
F12-71															F12-72
Total Load:					0 VA		153 VA		180 VA						
Total Amps:					0 A		1 A		2 A						
Type Legend: N=NORMAL G=GFI M=MOTORIZED E=EXISTING ST=SHUNT TRIP A=ARC FAULT H=HANDLE LOCK															
Load Classification					Connected Load		Demand Factor		Estimated Demand		Panel Totals				
Power					180 VA		100.00%		180 VA						
Equipment					0 VA		0.00%		0 VA		Total Conn. Load: 0.3 kVA				
Lighting					153 VA		125.00%		191 VA		Total Est. Demand: 0.4 kVA				
											Total Conn. Current: 1 A				
											Total Est. Demand Current: 1 A				
Notes:															



1 CANOPY LIGHTING PLAN
1/4" = 1'-0"

LIGHTING FIXTURE SCHEDULE

TYPE	BOD MANUFACTURER	MODEL NUMBER	DESCRIPTION	LAMP/CCT/CRI	CONTROL	DELIVERED LUMENS	WATTS	VOLTS	EQUALS
SC	LST INDUSTRIES	SCV LED 10L SC UNV DIM 50 XX ALBCS1	LED PETROLEUM CANOPY LED LUMINAIRE. DIE CAST ALUMINUM CONSTRUCTION WITH FLAT GLASS LENS. WET LOCATION RATED. INTEGRAL 0-10V DIMMABLE DRIVER. ARCHITECT TO SELECT FINISH DURING SUBMITTALS. INTEGRAL WIRELESS MOTION AND PHOTOSENSOR CONTROL. ELECTRICAL CONTRACTOR SHALL ACCOUNT FOR FIXTURE WITH CUSTOM LUMEN PACKAGE FOR PRICING PURPOSES.	LED/5000K/70+	0-10V	10,317	67	UNV	ENGINEER APPROVED EQUALS

LIGHTING FIXTURE SCHEDULE NOTES:
1. PROVIDE ALL PARTS AND PIECES FOR A COMPLETE AND FULLY FUNCTIONAL LIGHTING SYSTEM.
2. CONTRACTOR SHALL INSTALL ALL FIXTURES PER MANUFACTURER RECOMMENDATIONS IN LOCATIONS SHOWN ON DRAWING AND NOTIFY DESIGN TEAM IF THIS IS NOT POSSIBLE FOR ROUGH IN.
3. ARCHITECT SHALL SELECT ALL FINISHES/COLORS AT THE TIME OF SUBMITTAL.
4. COORDINATE ALL DRIVERS WITH CONTROLS TO INSURE FULL COMPATIBILITY.
LIGHTING FIXTURE SCHEDULE BY: DAVID JORDAN 319-433-1478

GENERAL NOTES:

- ALL DISCONNECTS ON MECHANICAL EQUIPMENT SHALL BE MOUNTED ON STRUCTURE TO ALLOW REMOVAL OF THE EQUIPMENT FOR MAINTENANCE WITH A MINIMUM OF WIRING WORK. VERIFY NEC CLEARANCE REQUIREMENTS ARE MET PRIOR TO ROUGH-IN.
- MAINTAIN SERVICE CLEARANCE AROUND ALL MECHANICAL & ELECTRICAL EQUIPMENT. DO NOT ROUTE PIPING OR CONDUIT IN CLEARANCE SPACE.
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- INSTALL ALL FUEL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.
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 - OVERFLOW ALARM. COORDINATE LOCATION WITH OWNER.



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CITY OF DUBUQUE

CITY OF DUBUQUE
FUELING STATION
IMPROVEMENTS

Location / Description

Revisions	Rev	Description	Project Number	Project Manager	Date
Issued For Bidding:					
Issued For Construction:					

CANOPY LIGHTING PLAN



E2.20

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE FUEL ISLAND REHABILITATION PROJECT

NOTICE IS HEREBY GIVEN: The City Council of the City of Dubuque, Iowa will hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Fuel Island Rehabilitation project, in accordance with the provisions of Chapter 26, Code of Iowa, at 6:30 p.m., on the 17th day of February 2025, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa. Said proposed plans, specifications, form of contract and estimated cost are now on file in the office of the City Clerk. At said hearing any interested person may appear and file objections thereto.

The scope of the Project is as follows: The City of Dubuque Fueling Station Improvements project consists of the design and replacement of a fueling system including diesel fuel and gasoline island dispensers, canopy with cast-in-place concrete foundations, below ground fuel tanks, piping, controls, PCC paving, and electrical system to support the fuel system replacement.

Copies of supporting documents for the public hearing are on file in the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, Iowa. Documents can be viewed at <https://www.cityofdubuque.org/Agendas> or by contacting the City Clerk's Office at 563-589-4100.

Written comments regarding the above public hearing should be submitted to the City Clerk's Office, 50 W. 13th St., Dubuque, IA 52001, ctyclerk@cityofdubuque.org, on or before said time of public hearing. At said time of public hearing all interested citizens and parties will be given an opportunity to submit online written comments for or against said proposal.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD/TTY (563) 690-6678, ctyclerk@cityofdubuque.org 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 3rd day of February 2025.

Adrienne N. Breitfelder, 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.

Airport Commission

One, 4-Year term through September 14, 2028 (Vacant term of Clemenson)

Applicant:

Bob Woodward, 1048 Bonnie Ct.

Cable Television Commission

One, 3-Year term through July 1, 2027 (Vacant term of Baumhover)

Applicant:

Tom Eckermann, 642 N Burden Ave

Community Development Advisory Commission

One, 3-Year term through February 15, 2026 (Vacant Low/Moderate Income Rep. term of Fox)

One, 3-Year term through February 15, 2028 (Expiring term of Hinke)

Applicants:

Talma Brown, 2004 Windsor Ave. (Qualifies for At-Large and Low to Moderate Income Area Representative)

Michelle Hinke, 973 Patricia Ann Dr. (Qualifies for At-Large)

Equity and Human Rights Commission

One 3-Year term through January 1, 2028 (Expired term of Jolet)

Applicants:

Talma Brown, 2004 Windsor Ave.

Traci Phillipson, 2120 Rhomberg Ave.

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2027 (Vacant term of Heim)

Applicant:
Lucian Paucean, 3145 Arbor Oaks Dr.

Long Range Planning Advisory Commission

One, 3-Year term through July 1, 2025 (Vacant term of Gross)

Applicant:
Jason Davis, 3363 Kimberly Dr.

Transit Advisory Board

One, 3-Year term through July 30, 2026 (Vacant term of Heidenreich)

Applicant:
Talma Brown, 2004 Windsor Ave.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview sheet
2. Airport Commission Applicant
3. Airport Commission Written Input
4. Cable Television Commission Applicant
5. Community Development Advisory Commission Applicants
6. Community Development Advisory Commission Written Input
7. Equity and Human Rights Commission Applicants
8. Investment and Cash Management Oversight Advisory Commission Applicant
9. Long Range Planning Advisory Commission Applicant
10. Long Range Planning Advisory Commission Written Input
11. Transit Advisory Board Applicant
12. Details and Openings
13. CDAC, Equity, and Transit Input

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, February 3, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Airport Commission

One, 4-Year term through September 14, 2028 (Vacant term of Clemenson)

Applicant:

- Bob Woodward, 1048 Bonnie Ct.

Cable Television Commission

One, 3-Year term through July 1, 2027 (Vacant term of Baumhover)

Applicant:

- Tom Eckermann, 642 N Burden Ave.

Community Development Advisory Commission

One, 3-Year term through February 15, 2026 (Vacant Low/Moderate Income Rep. term of Fox)

One, 3-Year term through February 15, 2028 (Expiring term of Hinke)

Applicants:

- Talma Brown, 2004 Windsor Ave. (Qualifies for At-Large and Low to Moderate Income Area Representative)
- Michelle Hinke, 973 Patricia Ann Dr. (Qualifies for At-Large)

Equity and Human Rights Commission

One 3-Year term through January 1, 2028 (Expired term of Jolet)

Applicants:

- Talma Brown, 2004 Windsor Ave.
- Traci Phillipson, 2120 Rhomberg Ave.

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2027 (Vacant term of Heim)

Applicant:

- Lucian Paucean, 3145 Arbor Oaks Dr.

Long Range Planning Advisory Commission

One, 3-Year term through July 1, 2025 (Vacant term of Gross)

Applicant:

- Jason Davis, 3363 Kimberly Dr.

Transit Advisory Board

One, 3-Year term through July 30, 2026 (Vacant term of Heidenreich)

Applicant

- Talma Brown, 2004 Windsor Ave.

CHAPTER 4

AIRPORT COMMISSION

SECTION:

12-4-1: Commission Created

12-4-2: Purpose

12-4-3: Internal Organization And Rules

12-4-4: Procedures For Operation

12-4-5: Membership

12-4-6: Oath

12-4-7: Terms

12-4-8: Vacancies

12-4-9: Officers; Organization

12-4-10: Meetings

12-4-11: Compensation

12-4-12: Removal

12-4-13: Powers

12-4-14: Annual Report

12-4-1: COMMISSION CREATED:

There is hereby created the airport commission. (Ord. 51-14, 8-4-2014)

12-4-2: PURPOSE:

The purpose of the commission is to manage, control, and operate the Dubuque Regional Airport. (Ord. 51-14, 8-4-2014)

12-4-3: INTERNAL ORGANIZATION AND RULES:

The commission shall promulgate and put in force such rules and regulations as shall be deemed necessary and appropriate for the order, operation, management, control and supervision of the Dubuque Regional Airport. (Ord. 51-14, 8-4-2014)

12-4-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations, except where the policies are in conflict with the regulations of the federal aviation administration, the transportation security administration, or the Iowa department of transportation. (Ord. 51-14, 8-4-2014)

12-4-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-6: 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. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-7: TERMS:

The term of office for commissioners is four (4) years or until such member's successor is appointed and qualified. (Ord. 51-14, 8-4-2014)

12-4-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 51-14, 8-4-2014)

12-4-9: 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 commissioner. The commission must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 51-14, 8-4-2014)

12-4-10: MEETINGS:

- A. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- C. 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.

D. 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.

E. Quorum: Three (3) members of the commission 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. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-11: 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. 51-14, 8-4-2014)

12-4-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 51-14, 8-4-2014)

12-4-13: POWERS:

A. The commission has all of the powers in relation to airports granted to cities and counties under state law, except powers to sell the airport.

B. All funds derived from taxation or otherwise for airport purposes are under the control of the commission for the purposes of management, operation, and control of the airport and must be deposited with the director of finance and budget to the credit of the commission and must be disbursed only on the written warrant or order of the commission including the payment of all indebtedness arising from the acquisition and construction of airports and the maintenance, operation, and extension thereof. (Ord. 51-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

12-4-14: ANNUAL REPORT:

An annual report will be prepared, submitted, and distributed in accordance with Iowa Code chapter 330. (Ord. 51-14, 8-4-2014)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Todd Dalsing](#); [Cheryl Sheldon](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/3/2025 3:37:11 PM

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, Airport Commission
Commission, or
Committee
applying for:

Name: Bob Woodward

Pronunciation: Bahb WOOD-ward

Street Address: 1048 Bonnie Ct., Dubuque, Iowa
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: 5635432194

Email Address(es): bob.woodward312@gmail.com

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: *Field not completed.*

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? *Field not completed.*

Why are you interested in applying for this Board or Commission? I am interested in helping maintaining and grow the airport, air transportation services, etc. in the Dubuque area. This includes general aviation, commercial passenger service, corporate aviation, and flight education. (In general, the more awareness and usage - in all its forms - the better!

Describe your experiences My degree (BA, Loras College) is in business. I have run multi-million dollar business divisions (with extensive budgeting work) in retail,

(professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	research and publishing. My major skill set includes business development, marketing, and technology skills. I've served on numerous for-profit and non-profit boards, including Woodward Communications, my own research business, Dubuque Chamber, Iowa Newspaper Association, Key City Fliers, EAA, Junior Achievement, DBQ Rotary, Ice Arena, JDIFF, Creative Adventure Lab, and others.
Share your experience working in diverse environments:	I've worked in gender-, age-, racial- and ethnic-diverse work and volunteer positions, including management. While Dubuque is not as racially-diverse as some communities, it is getting more so all the time. In addition, while in Iowa City (20 years) I had much more exposure and opportunity to work with diverse community members as well.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Mariann Kurtz-Weber 202-247-7836 friend and current commission member , Rick Dickinson, 563-557-9049 business acquaintance Molly Grover, 563-557-9200 business acquaintance Andy Butler. 563-587-5041 business acquaintance
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):	F. Robert (Bob) Woodward III
Date:	1/3/2025

Email not displaying correctly? [View it in your browser.](#)

Adrienne Breitfelder

From: Citizen Support Center <dubuqueia@mycusthelp.net>
Sent: Thursday, January 30, 2025 9:49 AM
To: Adrienne Breitfelder
Subject: "Contact Us" inquiry from City of Dubuque website

This sender is trusted.

Contact Us

Name: Bob Woodward

Address: 1048 Bonnie Ct.

Ward:

Phone: 5635432194

Email: bob.woodward312@gmail.com

City Department: City Council

Message: Dear City Council members,

I have applied for the Dubuque Airport Commission because of my life-long association with aviation (both commercial and private) as well as my interest in seeing the Airport continue to grow and be successful.

While I have a private pilot's license and fly regularly, my airport interest is more than General Aviation. I also look to see the airport succeed with corporate, educational, and commercial aviation here in Dubuque.

Dubuque has a long history of successful airport ownership, development and management, with many initiatives realized and under development. I feel the airport commission can and should be an integral part of those initiatives - but, to be clear, I have no specific agenda or concern. Just an interest in helping any way I am able.

As I shared in my application, I have a long history of business leadership experience, as well as both for-profit and non-profit board membership experience - leading many of the groups I am, or have been, involved with. Specific skills include strategic planning, budgeting, marketing, sales, and technology. I also understand the respective roles of both boards/commissions and those of management.

While I have some familiarity with the airport and its operations from afar, my initial goal in any new involvement is to learn and I anticipate that will be my focus here as well.

I am certainly available to answer any questions the Council may have and appreciate your consideration.

- Bob Woodward

CHAPTER 11

CABLE TELEVISION COMMISSION

SECTION:

2-11-1: Commission Created

2-11-2: Purpose

2-11-3: Internal Organization And Rules

2-11-4: Procedures For Operation

2-11-5: Membership

2-11-6: Oath

2-11-7: Terms

2-11-8: Vacancies

2-11-9: Officers/Organization

2-11-10: Meetings

2-11-11: Compensation

2-11-12: Removal

2-11-13: Powers

2-11-1: COMMISSION CREATED:

There is hereby created the cable television commission. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-2: PURPOSE:

The purpose of the commission is:

A. To develop, in respect to community programming, policies that will govern:

1. The use and protection of equipment and facilities;
2. The priorities and scheduling for use of channel time; and
3. Other matters pertaining to community programming or cable services in Dubuque which may arise.

B. To develop policies and procedures regarding the public community programming channels that will promote its nondiscriminatory, first come, first served and equitable use in conformity with all applicable regulations and requirements and limit such use to residents of Dubuque and their own productions.

C. To encourage interest in and development of decidedly local community programming.

D. To encourage cooperation and cordial relations between community programmers, cable subscribers, and the local cable manager and the local cable manager's staff.

E. To identify and support organizations interested in the channels reserved for public, education, and government programming.

F. To advise the following:

1. The city manager or the city manager's designee (collectively "the city manager") on matters relating to community programming; and

2. The city council on expenditure of any funds designated by a franchise for PEG equipment and facilities.

G. To promulgate and administer through the city manager all policies, rules, and procedures relating to community programming.

H. To keep abreast of developments in cable technologies, services, and programming.

I. To evaluate its own proceedings and actions and all community programming and cable related activities. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-3: 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. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its

operations. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-5: MEMBERSHIP:

A. The commission comprises five (5) residents of the city, appointed by the city council.

B. Special Qualifications: In its appointments, the city council will endeavor to achieve a broad representation of the community and public interests which can take advantage of dedicated channels to benefit the residents of the city of Dubuque and to develop a commission versed and competent in telecommunication administration, finances, and regulation. The city council will attempt to give preference to applicants who are actively interested in promoting community cable programming who possess, or are willing to acquire, video production background, and who will relate to the spectrum of informational and cultural needs of cable viewers of the city of Dubuque and applicants who possess professional or experiential backgrounds in law, finances, administration, public relations, or telecommunication technologies. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-6: 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. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-9: 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. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-10: MEETINGS:

A. Meetings: The commission shall meet as needed. Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

C. 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.

D. 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.

E. Quorum: Three (3) 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. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-11: 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. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-12: REMOVAL:

Except as provided in subsection 2-11-10C1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-13: POWERS:

The commission shall have the power, duty, and responsibility to assure that cable channels, equipment, and resources dedicated and reserved for community programming are used effectively, efficiently, and economically to afford the community and individuals of the city of Dubuque the opportunity to express opinions and provide information to cable users, and that such programming is characterized by appropriateness, quality, and continuity. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Randy Gehl](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/7/2025 12:08:35 PM

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, Cable Television Commission
Commission, or
Committee
applying for:

Name: Tom Eckermann

Pronunciation: Tom EK-er-man

Street Address: 642 N Burden Ave
You must live
within the
Dubuque city
limits to

apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 646.460.3700

Email Address(es): tom.eckermann@thmedia.com

How did you hear about City of Dubuque Boards and Commission?

If other, please specify: Telegraph Herald

Have you participated in the City of Dubuque City Life Program Life program?

If so, when? *Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?

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've always had a passion for television and film production. I've worked the industry for over 25 years, and I'd love to offer a helping hand to local aspiring producers and content creators with programming incentivized by the PEG Access Equipment grants.

Describe your experiences I have worked with CityChannel 4 in Iowa City. I currently work as the Mutlimedia Specialist for TH Media. I have worked in Film and TV for

(professional, over 25 years.
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

Share your experience working in diverse environments:

I have lived and worked in the following cities:

Los Angeles, CA (3yrs two different times)
New York, NY(3yrs in Greenwich Village)
London, England(1/2yr in Piccadilly Circus)
Miami, FL(3yrs on Miami Beach)
New Orleans, LA(1yr-2010)
Baton Rouge, LA(6mo)
Austin, TX(1yr while attending UT RTF)

List two professional references:
(Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Dave Kettering - Photo Editor(my immediate boss)
dave.kettering@thmedia.com t-563.588-5715

Bob Woodward - Director of Journalism Philanthropy and College Student Partnerships
bob.woodward@thmedia.com t-563.588-5749

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):

Thomas Eckermann

Date:

01/07/2025

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](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/23/2025 6:52:19 PM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

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 Low to Moderate Income Area Representative
which opening on
the Community
Development
Advisory
Commission your

qualifications
represent:

Name: Talma Brown

Pronunciation: *Field not completed.*

Street Address: 2004 Windsor Ave

You must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 406-249-1367

Email Address(es): Stargazerlily1963@gmail.com

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Social Media

If other, please specify: *Field not completed.*

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?

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 am a low income person who lives in one of the targeted districts.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I know what its like to be a low-income homeowner in the targeted districts for this Board.

Share your experience working in diverse environments:

I have many years of experience assisting people in diverse population groups.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

I do not have employment-related references.

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):

TALMA M BROWN

Date:

01/23/2025

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Alexis Steger](#); [Mary Bridget Corken Deutsch](#);
Subject: Online Form Submittal: Board/Commission Application Form
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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

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: Michelle Hinke

Pronunciation: *Field not completed.*

Street Address: 973 Patricia Ann Dr, Dubuque, Iowa
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: 5634514739

Email Address(es): shelly@hammerlawoffices.com

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: Currently serve on Community Development Advisory Commission

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

Yes

Committee
before?

If yes, which? Currently serve on Community Development Advisory Commission

Why are you
interested in
applying for this
Board or
Commission?

To continue to serve on the Commission and Vice Chair. I take part in assisting helping the members of our community,

Describe your
experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

I am a paralegal at a local law firm. I obtained a degree in Paralegal Studies. I also am a member of the Iowa and Illinois Paralegal Associations. I am the secretary for the Pastoral Council at my parish.

Share your
experience
working in
diverse
environments:

I believe working in the field of law daily provides a diverse environment.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Susan Hess
Sahil Kumar

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):

Michelle Hinke

Date: January 13, 2025

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Adrienne Breitfelder

From: Citizen Support Center <dubuqueia@mycusthelp.net>
Sent: Thursday, January 30, 2025 10:02 AM
To: Adrienne Breitfelder
Subject: "Contact Us" inquiry from City of Dubuque website

This sender is trusted.

Contact Us

Name: Shelley Hinke

Address: 973 PATRICIA ANN DR

Ward: 1

Phone: 5634514739

Email: shelly@hammerlawoffices.com

City Department: City Council

Message: Greetings:

I have submitted an application to be reappointed to the Community Development Advisory Commission. I have served on this Commission for many years and have been Chair and I am currently serving as Vice Chair. I believe this Commission serves to better the community our citizens reside in. It has been a pleasure serving on this Commission and I request my application be approved so I can continue to serve the community. Thank you for your consideration.

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)

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To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

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: Talma Brown

Pronunciation: *Field not completed.*

Street Address: 2004 Windsor Ave

You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 406-249-1367

Email Address(es): Stargazerlily1963@gmail.com

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Social Media

If other, please specify: *Field not completed.*

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? *Field not completed.*

Why are you interested in applying for this Board or Commission? It sounds like it makes policies that are related to issues I care about.

Describe your I have worked in jobs that assist low-income people, Seniors,

experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

Disabled People.

Share your
experience
working in
diverse
environments:

I have worked in jobs that assist people of all racial and ethnic groups, varying religions, income levels, past jail/prison incarcerations, etc.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

I have not yet lived in Dubuque long enough to able to acquire professional employment references.

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):

TALMA M BROWN

Date:

01/23/2025

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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

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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: 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

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CHAPTER 3

INVESTMENT OVERSIGHT ADVISORY COMMISSION

SECTION:

2-3-1: Commission Created

2-3-2: Purpose

2-3-3: Internal Organization And Rules

2-3-4: Procedures For Operation

2-3-5: Membership

2-3-6: Oath

2-3-7: Terms

2-3-8: Vacancies

2-3-9: Officers; Organization

2-3-10: Meetings

2-3-11: Compensation

2-3-12: Removal

2-3-13: Powers

2-3-14: Reports Provided

2-3-1: COMMISSION CREATED:

There is hereby created the investment oversight advisory commission. (Ord. 52-14, 8-4-2014)

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 recommend, as needed, changes in the investment policy 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. (Ord. 52-14, 8-4-2014)

2-3-3: 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. 52-14, 8-4-2014)

2-3-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 52-14, 8-4-2014)

2-3-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council, who have knowledge about investments and finance but with no affiliation with a firm or corporation which does now or during the term of a commissioner provides investment or financial advice or services to the city. (Ord. 52-14, 8-4-2014)

2-3-6: 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. 52-14, 8-4-2014; amd. Ord. 35-24, 6-17-2024)

2-3-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 52-14, 8-4-2014)

2-3-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 52-14, 8-4-2014)

2-3-9: 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. 52-14, 8-4-2014)

2-3-10: MEETINGS:

A. Regular Meetings: The commission must meet quarterly.

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: Three (3) 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. 52-14, 8-4-2014; amd. Ord. 35-24, 6-17-2024)

2-3-11: 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. 52-14, 8-4-2014)

2-3-12: REMOVAL:

Except as provided in subsection 2-3-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 29-15, 5-18-2015)

2-3-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To review the actions and decisions of the 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. (Ord. 52-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

2-3-14: REPORTS PROVIDED:

The director of finance and budget must provide the commission with monthly, quarterly, and annual reports prepared by the director of finance and budget and the city's financial advisors. (Ord. 52-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Kaia Humpal](#); [Jenny Larson](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/6/2025 5:04:03 PM

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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, Investment Oversight Advisory Commission
Commission, or
Committee
applying for:

Name: Lucian Paucean

Pronunciation: *Field not completed.*

Street Address: 3145 Arbor Oaks Drive
You must live
within the
Dubuque city
limits to

apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 5636635835

Email Address(es): lucianpaucean@gmail.com

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Website

If other, please specify: *Field not completed.*

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? *Field not completed.*

Why are you interested in applying for this Board or Commission? Interested in helping using my overall experience in various areas.

Describe your experiences Holding a bachelor's in engineering and an associate in networking and working for more than 15 years for a fortune 100 company (IBM)

(professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

Share your experience working in diverse environments:

Coming from Europe, I was able to adapt to a new society, further my education and succeed professionally. This journey demonstrates activities in a diverse environments and a gradual buildup of a wealth of knowledge and experience.

List two professional references:
(Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

William Derby - 319.560.5548 - friend
Nicolae Ilie - 563.845.9523 - 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):

Lucian Paucean

Date:

01/06/2025

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CHAPTER 2

LONG RANGE PLANNING ADVISORY COMMISSION

SECTION:

15-2-1: Commission Created

15-2-2: Purpose

15-2-3: Internal Organization And Rules

15-2-4: Procedures For Operation

15-2-5: Membership

15-2-6: Oath

15-2-7: Terms

15-2-8: Vacancies

15-2-9: Officers/Organization

15-2-10: Meetings

15-2-11: Compensation

15-2-12: Removal

15-2-13: Powers

15-2-1: COMMISSION CREATED:

There is hereby created the long range planning advisory commission. (Ord. 62-15, 9-21-2015)

15-2-2: PURPOSE:

The purpose of the commission is to foster the community planning process, develop policies, goals, plans, and management tools based on a consensus of community values, and help guide the community's future development, public policies, and decision making. (Ord. 62-15, 9-21-2015)

15-2-3: 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. 62-15, 9-21-2015)

15-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 62-15, 9-21-2015)

15-2-5: MEMBERSHIP:

A. Composition: The commission comprises seven (7) residents of the city, appointed by the city council.

B. Qualifications:

1. All members must be qualified by their knowledge, experience, and ability to contribute to the city's long range planning and development efforts.

2. Cross-Representation: One (1) member must be appointed by and from the membership of the Housing Commission, with city council approval. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021; Ord. 36-24, 6-17-2024)

15-2-6: 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. 62-15, 9-21-2015; amd. Ord. 36-24, 6-17-2024)

15-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The term of the cross-representative appointee to the Long Range Planning Advisory Commission must coincide with their term on the Housing Commission. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021)

15-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 62-15, 9-21-2015)

15-2-9: 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. 62-15, 9-21-2015)

15-2-10: MEETINGS:

A. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

B. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

C. 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.

D. 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.

E. Quorum: Four (4) 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. 46-16, 9-19-2016; amd. Ord. 36-24, 6-17-2024)

15-2-11: 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. 62-15, 9-21-2015)

15-2-12: REMOVAL:

Except as provided in subsection 15-2-10C1 of this chapter, the City Council may remove any Commissioner for good cause. (Ord. 62-15, 9-21-2015)

15-2-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To provide a leadership role in the planning, coordinating, and sponsoring of a periodic community planning process;

B. To coordinate and supervise the preparation and maintenance of the Comprehensive Plan;

C. To provide input to the City Manager in the preparation of the City Manager's recommended multiyear Capital Improvement Program;

D. To make comprehensive studies of the present condition and the future growth of the City to provide input into the community planning process and to guide and accomplish a coordinated, consistent, and harmonious development in accordance with the present and future needs thereof to the end that the health, safety, morals, order, convenience, prosperity, and general welfare may be promoted;

E. To make or cause to be made such surveys, studies, maps, plans, or charts of the City with due regard to its relation to neighboring territory as may be determined as necessary to carry out the purposes of the commission;

F. To recommend amendments to all or parts of the Comprehensive Plan in response to the community planning process, upon its own initiative or upon recommendation presented by the Zoning Advisory Commission, but only after a public hearing;

G. To review proposed urban renewal plans and urban revitalization plans for consistency with the Comprehensive Plan;

H. To undertake public information efforts to enhance public understanding of the community planning process generally and the Comprehensive Plan specifically; and

I. To undertake from time to time other specific long range planning projects which may be referred to the commission by the City Council. (Ord. 41-17, 9-5-2017)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Jason Duba](#); [Wally Wernimont](#); [Christine Happ Olson](#); [Matt O'Brien](#); rblosch@cityofdubque.org;
Subject: Online Form Submittal: Board/Commission Application Form
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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Long Range Planning Advisory Commission
Commission, or
Committee
applying for:

Name: Jason B Davis

Pronunciation: *Field not completed.*

Street Address: 3363 Kimberly 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: 563-564-7751

Email Address(es): jbdavis275@outlook.com

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: *Field not completed.*

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? *Field not completed.*

Why are you interested in applying for this Board or Commission? I am excited about the opportunity to serve on the Long Range Planning Advisory Commission because I am deeply invested in shaping Dubuque's future. As someone who grew up in this community, I have a personal connection to its history and a strong desire to see it thrive for generations to come. I believe the

Commission's work, fostering sustainable development, addressing social and economic challenges, and guiding long-term planning, is vital to creating a city that serves all its residents equitably.

My professional experience in nonprofit leadership has shown me the importance of aligning strategy with community needs, while my personal commitment as a father of two school-aged children drives me to ensure our city's growth provides ample opportunities for the next generation. I am eager to contribute my skills and insights to help create a shared vision for Dubuque's future, one that balances innovation, equity, and sustainability.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

My background combines professional expertise, academics, and personal commitment, all of which have prepared me to serve effectively on this Commission. I am currently pursuing a Master of Science in Nonprofit Administration, where I have gained a deeper understanding of strategic planning, community engagement, and organizational leadership. This education complements my role with the Alzheimer's Association, where I focus on engaging diverse stakeholders, building partnerships, and driving initiatives that align with community needs.

In addition to my professional experience, I have volunteered extensively on equity and accessibility-focused initiatives, which has strengthened my understanding of the importance of inclusive planning. My background in business development has also equipped me with the analytical tools needed to evaluate data, identify growth opportunities, and develop strategies that achieve meaningful outcomes. Together, these experiences have given me the perspective and skills necessary to help guide the city's physical, social, and economic development through this Commission.

Share your experience working in diverse environments:

I have had the privilege of working in diverse environments throughout my career, which has shaped my ability to collaborate effectively with people from a variety of backgrounds. In my current role with the Alzheimer's Association, I engage with a wide range of community and business leaders across Eastern Iowa, including caregivers, healthcare professionals, and individuals from different cultural and socioeconomic environments. This work requires sensitivity to the unique challenges faced by various communities and the ability to craft solutions that address those challenges equitably.

Earlier in my career, my time in the U.S. Army, serving in the 75th Ranger Regiment a Special Operations Unit, provided invaluable experience working in high-pressure environments with individuals from diverse cultural and professional backgrounds. I learned how to foster mutual respect, build trust, and work collaboratively toward shared goals. These skills continue to guide me today.

These experiences, combined with my academic focus on service to my community, have reinforced my commitment to ensuring that every voice is heard in the decision-making process. I am confident

that this perspective will allow me to bring valuable insights into the Commission's work in planning for Dubuque's future.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Justine Paradiso 563-357-8874 Community Partner
Todd Bauer 563-580-4697 Organization Collaboration

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):

Jason B Davis

Date: 01/09/2025

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Subject: Introduction & Interest in the Long Range Planning Advisory Commission

Dear Mayor and City Council Members,

My name is Jason Davis, and I am writing to introduce myself as an applicant for the **Long Range Planning Advisory Commission**. As a lifelong Dubuquer, I have a strong connection to this community and a deep commitment to its long-term growth and development.

My background includes nonprofit leadership, community engagement, and business development, with nearly 20 years of experience working in and advocating for diverse communities. Currently, I serve as Manager of the Walk to End Alzheimer's for the Alzheimer's Association, where I work closely with families, local organizations, and businesses to improve access to resources and strengthen community initiatives. I am also pursuing a Master of Science in Nonprofit Administration, which has provided me with valuable insights into strategic planning, policy, and governance.

I am also a proud military veteran, having served eight years in the U.S. Army Special Operations with the 75th Ranger Regiment. My time in service instilled in me the values of leadership, teamwork, and dedication to service, qualities that I believe would contribute positively to the Long Range Planning Advisory Commission.

I believe my experience working with diverse populations, my ability to bring people together, and my strong understanding of Dubuque's strengths and challenges would allow me to contribute meaningfully to the Commission's work. I am particularly passionate about ensuring sustainable development, economic growth, and equitable opportunities for all residents, especially as Dubuque continues to plan for its future.

Unfortunately, I am unable to attend the City Council meeting on Monday, February 3, 2025, as I will be at the Iowa State Capitol with the Alzheimer's Association, speaking with our local legislators to advocate for funding for a Dementia Services Specialist to support our local communities. However, I appreciate your time and consideration of my application and would welcome any opportunity to further discuss my interest in serving on this commission.

Thank you for your dedication to our community, and I look forward to your decision on February 17th.

Best Regards,

Jason B. Davis
Jbdavis275@outlook.com
563-564-7751

TITLE 5

TRANSIT SYSTEM

CHAPTER 1

TRANSIT ADVISORY BOARD

SECTION:

5-1-1: Board Created

5-1-2: Purpose

5-1-3: Internal Organization And Rules

5-1-4: Procedures For Operation

5-1-5: Membership

5-1-6: Oath

5-1-7: Terms

5-1-8: Vacancies

5-1-9: Officers; Organization

5-1-10: Meetings

5-1-11: Compensation

5-1-12: Removal

5-1-13: Powers

5-1-14: Fare Increase Or Reduction In Service, Procedure

5-1-1: BOARD CREATED:

There is hereby created the Transit Advisory Board. (Ord. 50-14, 7-21-2014)

5-1-2: PURPOSE:

The purpose of the board is to recommend the establishment of routes, schedules, and changes in fare structure and/or rates. (Ord. 50-14, 7-21-2014)

5-1-3: 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. (Ord. 50-14, 7-21-2014)

5-1-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the board in all its operations. (Ord. 50-14, 7-21-2014)

5-1-5: MEMBERSHIP:

The board comprises five (5) residents of the City, appointed by the City Council. (Ord. 50-14, 7-21-2014)

5-1-6: 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. (Ord. 50-14, 7-21-2014; amd. Ord. 39-24, 6-17-2024)

5-1-7: TERMS:

The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified. (Ord. 50-14, 7-21-2014)

5-1-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 50-14, 7-21-2014)

5-1-9: OFFICERS; ORGANIZATION:

The board 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 board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 50-14, 7-21-2014)

5-1-10: MEETINGS:

A. Regular Meetings: The board will meet bimonthly, September through May, meeting no less than four (4) times per year.

B. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the members.

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 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.

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 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.

F. Quorum: Three (3) members of the board constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution. (Ord. 11-18, 3-19-2018; amd. Ord. 39-24, 6-17-2024)

5-1-11: 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. (Ord. 50-14, 7-21-2014)

5-1-12: REMOVAL:

Except as provided in subsection 5-1-10D1 of this chapter, the City Council may remove any member for good cause. (Ord. 32-15, 5-18-2015)

5-1-13: POWERS:

The board has the following powers, duties, and responsibilities:

A. Advise the City Council on executing agreements and grants relating to the transit system operation and the purchase of new equipment.

B. Advise the City Council on rates, fares, or charges for the transportation of passengers and any incidental services and the rates or charges to be made for advertising in buses or any other facility. (Ord. 50-14, 7-21-2014)

5-1-14: FARE INCREASE OR REDUCTION IN SERVICE, PROCEDURE:

A. Definitions: The following words and phrases, when used in this title shall, for the purpose of this title, have the meanings respectively ascribed to them in this section:

SUBSTANTIAL REDUCTION IN SERVICE: 1. Routes: Elimination of a route;

2. Service Hours: Reduction of ten percent (10%) of service hours of a route;

3. Service Miles: Reduction of ten percent (10%) of service miles of a route; and/or

4. Bus Stops: Elimination of one or more stops on a route that would result in a greater than one-fourth $\frac{1}{4}$ mile walking distance between bus stops.

B. Public Hearing: Prior to the adoption of any fare increase or a substantial reduction in service by the City Council, the City Council must set a time and place for public hearing on such proposed fare increase or reduction in service, and must cause a notice of the time and place of such hearing to be published in a newspaper of general circulation in the City not less than four (4) nor more than twenty (20) days prior to such hearing. All notices must comply with all Federal, State, and local regulations.

C. Contents Of Notice: The notice must state the time and place of hearing, include a summary of the proposed fare increase or reduction in service level, indicate who the increase or reduction will affect, indicate the date the increase or reduction will take effect, and request that interested persons comment, in writing filed with the City Clerk prior to the time of the public hearing or in person at the public hearing, on the proposed increase or reduction. The notice must also state that any comments submitted will be considered by the City Council, and that following the public hearing, the City Council will act to adopt, modify or reject the proposed fare increase or reduction in service. All notices must comply with all Federal, State, and local regulations. (Ord. 60-14, 10-6-2014)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Ryan Knuckey](#);
Subject: Online Form Submittal: Board/Commission Application Form
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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Transit Advisory Board
Commission, or
Committee
applying for:

Name: Talma Brown

Pronunciation: *Field not completed.*

Street Address: 2004 Windsor Ave
You must live
within the
Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 406-249-1367

Email Address(es): Stargazerlily1963@gmail.com

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Social Media

If other, please specify: *Field not completed.*

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? *Field not completed.*

Why are you interested in applying for this Board or Commission?

I am a frequent rider on the Jule bus and occasional rider on the Jule paratransit bus.

Describe your I am a disabled person with a disabled family member. We depend

experiences upon the Jule for transportation.
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

Share your
experience
working in
diverse
environments:

My status as a disabled person has required me to work in and be assisted by people with various backgrounds.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

I have not worked in Dubuque. I do not have employment references.

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):

TALMA M BROWN

Date:

01/23/2025

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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

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

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Jonathan	McCoy	3/25/26
Public Member 1	Open	Open	1/1/01

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

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Matthew	Mulligan	7/1/25
Public Member 1	Open	Open	12/31/26

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

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	Aaron	Hefel	6/30/25
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

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	Dale	Campbell Jr.	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	2/15/28
Public Member 3	Michelle	Hinke	2/15/28
Public Member 4	Julie	Woodyard	2/15/26

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	Michael	Shimkus	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

EQUITY AND HUMAN RIGHTS COMMISSION

3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2

Public Member 1	Rick	Baumhover	1/1/28
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	Open	Open	1/1/28
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/28

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	Open	Open	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 AND CASH MANAGEMENT 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 BOARD3 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

Adrienne Breitfelder

From: Citizen Support Center <dubuqueia@mycusthelp.net>
Sent: Monday, February 3, 2025 9:36 AM
To: Adrienne Breitfelder
Subject: "Contact Us" inquiry from City of Dubuque website

This sender is trusted.

Contact Us

Name: Talma Brown

Address:

Ward:

Phone: 406-249-1367

Email: Stargazerlily1963@gmail.com

City Department: City Council

Message: Hello, City Council members. I've expressed interest in being a part of the three City Boards which most significantly align with my experiences and impact my family. You will be reviewing my applications soon. I applied for three, not knowing how many other people would be doing the same. While I am interested in all three, I didnt expect to be chosen for all of them. My family moved to Dubuque in May 2024. Most of the "Dubuque" we know about or see, is within our neighborhood or from the bus routes. My son is looking for a job. I'm hoping to do more volunteer work in the city.

In accordance with what rules I've read, I am disclosing that I have applied for, have been interviewed for a job at the Multi-Cultural Center. I do not know if I will be selected for the job. I'm aware that I cannot be a City employee and a Board member at the same time.

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE:	ImOn Ice Arena Dehumidification System Upgrade Project- Public Hearing - Project No. 2849900004
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$1,265,800.00 for the ImOn Ice Arena Dehumidification System Upgrade Project through adoption of the attached resolution, and City Manager recommending approval. RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The ImOn Ice Arena Dehumidification System Upgrade Project
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. ImOn Ice Arena Dehumidification Project - Council Staff Public Hearing MEMO 3. ImOn Ice Arena Dehumidification Project - Council Staff Public Hearing RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: ImOn Ice Arena Dehumidification System Upgrade Project
Public Hearing
Project No. 2849900004

DATE: January 28, 2025

Assistant City Engineer Robert Schiesl is recommending City Council approve the plans, specifications, form of contract and estimated cost of \$1,265,800.00 for the ImOn Ice Arena Dehumidification System Upgrade Project through adoption of the attached resolution.

The ImOn Ice Arena Dehumidification System Upgrade Project will include the installation of a new, secondary dehumidification unit on the lower roof of the southeast side of the facility. The new dehumidification system will require structural support modifications to the roof trusses; will include installation of circular fabric air dispersion ductwork routed the length of the arena; new gas piping, new electrical pulls; and a new automated control system that will control both the existing and the new dehumidification systems. The new dehumidification equipment will be installed in a location that would not be impacted by the installation of a potential future 2nd ice sheet.

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
Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Jared Charland, Project & Facilities Manager Leisure Services

TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

SUBJECT: ImOn Ice Arena Dehumidification System Upgrade Project
Public Hearing Project
Project No. 2849900004

DATE: January 27, 2025

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the ImOn Ice Arena Dehumidification System Upgrade Project.

BACKGROUND

The Imon Ice Arena is owned by the City of Dubuque and managed by the Schmitt Island Development Corporation.

The existing air conditioning HVAC for the arena consists of six individual rooftop unit air handling systems which provide air conditioning to various parts of the offices and front entry areas of the facility. The most critical climate control ventilation equipment within the Ice Arena is the centralized Munters BRR dehumidification system located in the refrigeration plant mechanical room that services the entire facility. The current 16,000 CFM Munters BRR dehumidification system is undersized and does not provide the dehumidification that is needed for the facility during the summer months.

DISCUSSION

The City has retained Nelson-Rudie & Associates, Inc., to complete a feasibility study and provide design services for the development of an originally contemplated project for the installation of a new dehumidification system, a new arena HVAC and emergency generator system at the Imon Ice Arena. As part of the initial feasibility study, Nelson-Rudie evaluated the existing dehumidification system, ventilation systems, and ice plant system of the arena.

As part of the mechanical systems assessment, in collaboration with Nelson-Rudie, the City retained an independent 3rd party mechanical system Commissioning Agent to test and recalibrate the existing dehumidification and ventilation systems to ensure the systems are operating at optimal performance and efficiency.

Following the mechanical systems assessment, Nelson-Rudie observed that the existing dehumidification system is operating as designed and has an estimated 10-15 years of service life remaining.

Based on historical seasonal operational performance data, Nelson-Rudie concluded that the existing dehumidification system performs well during the winter months when outside humidity and dew points are low. However, the unit is undersized and does not have the capacity for proper ventilation of the arena space during warmer times of the year when outdoor humidity and dew points are much higher.

Nelson-Rudie is recommending adding a new, secondary dehumidification system that will provide 7,500 CFM of supplemental dehumidification and ventilation to the arena space.

The ImOn Ice Arena Dehumidification System Upgrade Project will include the installation of a new, secondary dehumidification unit on the lower roof of the southeast side of the facility. The new dehumidification system will require structural support modifications to the roof trusses; will include installation of circular fabric air dispersion ductwork routed the length of the arena; new gas piping, new electrical pulls; and a new automated control system that will control both the existing and the new dehumidification systems. The new dehumidification equipment will be installed in a location that would not be impacted by the installation of a potential future 2nd ice sheet.

IMPROVEMENTS NOT RECOMMEND - AT THIS TIME

The City was initially planning to include and develop a larger scale project for the design and installation of a new dehumidification system, a new air conditioning HVAC and emergency generator system at the Imon Ice Arena. However, due to higher cost projections that exceeded available budgeted funding, the scope of improvements had to be reduced.

As part of the initial feasibility study, Nelson-Rudie evaluated the addition of new air conditioning equipment to provide conditioned air for the arena to support dry floor events during summer months. To support the dehumidification system, Nelson-Rudie recommended adding four (4) 50-ton air conditioning roof top units.

Not Recommended Improvement	Cost Estimate
Full Arena Air Conditioning Units (HVAC)	\$ 3,900,000

As part of the feasibility study, Nelson-Rudie also evaluated the energy loads of the ice arena facility to determine capacity requirements for an emergency generator system. Based on the operations of the ice arena, Nelson-Rudie recommended the following two (2) generator system options for consideration.

Not Recommended Improvement	Cost Estimate
Full Building Generator (1 Mega Watt)	\$ 760,000
Critical Systems ONLY Generator (500 KW)	\$ 549,000

Based on updated cost estimates and current available funding for the Ice Arena improvements, there is insufficient funding available at this time to add the air

conditioning HVAC improvements or the emergency generator system as part of the original contemplated project.

Staff are recommending that the prioritization of improvements to the arena include only the dehumidification system as a Phase 1 project. The air conditioning HVAC and emergency generator system could be budgeted in a future fiscal year or include with a future potential 2nd ice sheet. The generator system could also then be sized to serve both arena spaces.

PROJECT SCHEDULE

The project development schedule for the project will be as follows:

Initiate Public Bidding Process	January 21, 2025
Publish Notice to Bidders, Advertise for Bids	January 24, 2025
Notice of Public Hearing on Plans and Specs	January 24, 2025
Public Hearing on Plans and Specs	February 3, 2025
Receipt of Bid Proposals	February 20, 2025
Award Construction Contract	March 3, 2025
Completion Date	August 29, 2025

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the ImOn Ice Arena Dehumidification System Upgrade Project.

BUDGET IMPACT

The estimate of probable cost for the ImOn Ice Arena Dehumidification System Upgrade Project is summarized in the following table:

PROJECT COSTS	ESTIMATE
Construction Contract - Dehumidification Upgrade	\$ 1,053,000
Contingency	47,000
Consultant Services Design - Nelson Rudie	112,640
Consultant Services Construction - Nelson Rudie	28,160
City Staff Services	25,000
Total Project Cost	\$ 1,265,800

The proposed funding for the project is summarized in the following table:

Project No.	Fund Description	Fund Amount
2849900004	Ice Center Dehumidification	\$ 1,265,800
Total Project Funding		\$ 1,265,800

ACTION TO BE TAKEN

I respectfully request the City Council conduct a public hearing and approve the plans, specifications, form of contract and estimated cost for the ImOn Ice Arena Dehumidification System Upgrade Project through adoption of the attached resolution.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Jared Charland, PM Leisure Services
Mark Plantery, ImOn Ice Arena Manager
Rob Korman, Q Director of Facilities

F:\PROJECTS\ImOn (Mystique) Ice Arena\Dehumidification HVAC System\Council & Staff Documents\Public Hearing

RESOLUTION NO. -25

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST FOR THE IMON ICE ARENA DEHUMIDIFICATION SYSTEM
UPGRADE PROJECT**

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

That the attached plans, specifications, form of contract and estimate of total cost
for the ImOn Ice Arena Dehumidification System Upgrade Project in the estimated
amount \$1,265,800.00, are hereby approved.

Passed, approved, and adopted this 3rd day of February 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Dubuque Police Department 2024 Awards and Recognition Program
SUMMARY:	Captain Brendan Welsh will present on the Police Department's 2024 awards and recognition program which occurred on January 16, 2025.
SUGGESTED DISPOSITION:	Receive and File; Presentation

ATTACHMENTS:

1. MVM Memo
2. Memo to MVM ref 2024 Awards and Recognition Program 011725
3. Awards and Recognition Program 2025_FINAL
4. Presentation-Uploaded 2.3.25



TO: The Honorable Mayor and City Council Members

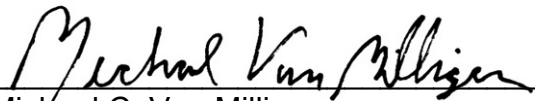
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Dubuque PD 2024 Awards and Recognition Program

DATE: January 28, 2025

Chief of Police Jeremy Jensen is sharing information on the Dubuque Police Department awards and recognition program which occurred on January 16, 2025.

Captain Brendan Welsh will conduct a short presentation



Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police



TO: Michael C. Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police

DATE: January 17, 2025

RE: Dubuque PD 2024 Awards and Recognition Program

Introduction

The purpose of this memo is to provide information on the Dubuque Police Department awards and recognition program which occurred on January 16, 2025.

Background

In 2010, Police Chief Mark Dalsing, implemented an awards and recognition program. The purpose of the program was to formally recognize past and present department personnel for their service to the community, for acts which are above and beyond the call of duty, for acts which by their nature are such that the employee places his/her life in jeopardy, or for acts that bring public acclaim to an employee, the department, and the law enforcement profession.

Discussion

Attached is the Dubuque Police Department Policy reference the Awards and Recognition Program. The policy is comprehensive and covers how to nominate someone, the vetting process, final approval of awards and then the display of such awards. Additionally, employees are recognized in front of their peers during unit meetings, or shift briefings, through a presentation, certificate, and a commendation/citation bar that they can wear on their uniforms. Additionally, officers are allowed to wear a bar that shows specialty units or programs they have been a part of.

The first awards and recognition night was held in January 2022 and has been held annually since. The most recent Awards and Recognition Program was held on January 16, 2025. Employees (both sworn and non-sworn), family (to include children), friends and supporters were in attendance. Officers were encouraged to wear their uniforms with their citation/commendation bar as part of this formal event.

The night also focuses on employee and family wellness. The Dubuque Police Department has a long-standing partnership with Dr. Nicole Keedy and Dr. Thomas Ottavi of Medical Associates. Dr. Keedy and Dr. Ottavi provide brain health care for officers of the Dubuque Police Department and were instrumental in the Dubuque Police Dept. recently being awarded

an over \$100,000 wellness grant. As part of the awards night they presented on what the implementation of this grant would look like with officer wellness checks.

It should be noted that the formal awards and recognition night is only a small portion of what goes on with the employees of the Dubuque Police Department. The employees of the department have many milestones throughout a year. Whether it be promotions, lateral transfers into another division, or selected to be an instructor, are just a few of those accomplishments. Additionally, employees continue their formal education, obtain certifications and participate in the community.

Recommendation

Captain Brendan Welsh will conduct a short presentation on the February 3rd City Council meeting. No further action is needed.

4TH ANNUAL
DUBUQUE POLICE
DEPARTMENT

**AWARDS &
RECOGNITION
NIGHT**

JANUARY 16, 2025



CELEBRATING THE AWARDS,
PROMOTIONS, AND
RETIREMENTS OF 2024

Welcome & Opening Statements

Chief Jeremy Jensen

Presentation of the Colors

Dubuque Police Department Honor Guard

Moment of Silence

National Anthem

Amelia Jones

Invocation

Mark Smith, Dubuque Police Department Chaplain

Recognition of 2024 DPD Retirees & Anniversaries

Chief Jeremy Jensen



WORK ANNIVERSARIES

5 years

Officer Brendan Nugent
Officer Mark Portz
Officer Sage Schroeder
Officer Stephanie Wehr

10 years

Corporal Matthew Levin
Corporal Nathan Wall
Officer Nicole Brehm
Officer Brandon Gudenkauf
Officer Nathan Goedken

15 years

Lieutenant Ann Dauderman

20 years

Captain Brendan Welsh
Lieutenant Michael McTague
Lieutenant Craig Salmonson
Corporal Brian Wullweber
Officer Michael Hernandez
Officer Nicholas Schlosser

25 years

Corporal Chris Gorrell
Corporal Scott Koch
Corporal Travis Kramer
Corporal Justin Stair
Officer Phillip Friedman

30 years

Chief Jeremy Jensen
Lieutenant David Hauptert
Officer Christopher Skorupski
Officer Jeffrey Tupper

RETIREES

Captain James Lembke
Lieutenant David Hauptert
Officer Jeremy Slight

PROMOTION

City Manager Mike Van Milligen
& Chief Jeremy Jensen
Captain Brendan Welsh
Lieutenant Chad Crabill
Lieutenant Billy Dieujuste
Lieutenant Kane Hoffmann
Corporal Nathan Lech
Corporal Nathan Wall
Corporal Austin Weitz

POLICE SUPPORTER
RECOGNITION

Assistant Chief
Joseph Messerich
Dr. Robin Mundt

AWARD PRESENTATION

Presented by DPD Awards and Recognition Committee members:

Captain Jason Pace, Lieutenant Bruce Deutsch, Corporal Travis Kramer, and Officer Dane Bakken

POLICE COMMENDATION



Presented to a member of the Dubuque Police Department in recognition of unique or superior leadership skills or meritorious service beyond what is expected while performing an extraordinary task that involves problem solving, initiative, thoroughness, and sound decision making while in the performance of his or her duty. This award honors those whose service to the community is noteworthy.

Lieutenant Ann Dauderman
Lieutenant Rick Fullmer
Lieutenant Craig Salmonson
Lieutenant Ryan Scherrman

CERTIFICATE OF MERIT



Presented to a member of the Dubuque Police Department who demonstrates personal initiative or performs above normal requirements in the course of his or her duties.

Lieutenant Chad Crabill
Lieutenant Kane Hoffmann
Corporal Nathan Lech
Corporal Austin Weitz
Officer Eugene Hingtgen
Officer Jason Hoerner

LIFE SAVING



Presented to a member of the Dubuque Police Department for an act performed in the line of duty which through prompt and alert reaction, results in saving a life.

Officer Rylee Leitzen

Benediction

Jeffrey Durham, Dubuque Police Department Chaplain

Closing Remarks

Chief Jeremy Jensen



ADDITIONAL AWARDS & ACCOMPLISHMENTS OF 2024

Patriot Award

Officer Brandon Barbour
Officer SerJon Bennett
Officer Dakota Bierer
Officer Dustin Brant
Officer Ashley Hahnbaum
Officer Sierra Hooper
Officer Drew Lattner
Officer Rylee Leitzen
Officer Joshua Vauthier

Instructor Ribbon

Officer Allison Bailey
Officer Joseph Conley
Corporal Justin Dura
Officer Bryce Eberly
Officer Calvin Harridge
Officer Ethan Lembke
Officer Carter Meyer
Officer Nick Soppe
Officer Stephanie Wehr

Specialty I

K9

Officer Gary Pape

MARKSMAN OBSERVER

Officer Mark Portz

MFF

Officer Dakota Bierer
Officer Joshua Vauthier

TAC

Officer Ryan Cole
Officer Bryce Eberly
Officer Evan Hingten

Specialty II

ARMORER

Officer Thomas Warner

CIT

Officer Allison Bailey
Officer Dakota Bierer
Officer Emiliano Gomez
Officer Ashley Hahnbaum
Officer Kara Pender
Officer Sage Schroeder

Drone

Officer Joseph Conley
Officer William Yeo

Specialty III

DDTF

Officer Nick Soppe

CID

Officer Thomas Warner

COP & SRO

Officer Stephanie Wehr



CLASS I AWARDS

LEGION OF HONOR



Presented to a member of the Dubuque Police Department, who in the line of duty, distinguishes himself/herself by performing an act of bravery or valor, which involved imminent personal hazards or risks to life, having full knowledge of the risks, with a subject armed with a dangerous weapon. The Legion of Honor is the highest award presented by the Dubuque Police Department.

GALLANTRY STAR



Presented to a member of the Dubuque Police Department, who in the line of duty, distinguishes himself/herself by performing an act of bravery or valor, which involved imminent personal hazards or risks to life, having full knowledge of the risk while using sound judgement and tactics. The Gallantry Star is the second highest award presented by the Dubuque Police Department.

WOUNDED IN COMBAT



Presented to a member of the Dubuque Police Department, who receives a wound, in the line of duty, which was inflicted intentionally by an adversary, with a weapon or with the intent to inflict serious or life threatening injury.

CLASS II AWARDS

SIGNIFICANT INJURY ON DUTY



Presented to a member of the Dubuque Police Department who, in the line of duty, receives an injury caused by criminal or negligent actions of another person which causes severe or aggravated bodily injury involving apparent broken bones, loss of teeth, possible internal injury, severe laceration, loss of consciousness, or other illness or injury determined significant by the Chief of Police, Chief's designee, or the awards committee and overcomes the injury to return to full duty.

DISTINGUISHED SERVICE MEDAL



Presented to a member of the Dubuque Police Department who distinguishes himself/herself by an act of extraordinary achievement, or unwavering dedication to duty and meritorious service which contributed to the overwhelming success of the department's mission and future wellbeing.

POLICE COMMENDATION



Presented to a member of the Dubuque Police Department in recognition of unique or superior leadership skills or meritorious service beyond what is expected while performing an extraordinary task that involves problem solving, initiative, thoroughness, and sound decision making while in the performance of his or her duty. This award honors those whose service to the community is noteworthy.

CERTIFICATE OF MERIT



Presented to a member of the Dubuque Police Department who demonstrates personal initiative or performs above normal requirements in the course of his or her duties.

LIFE SAVING



Presented to a member of the Dubuque Police Department for an act performed in the line of duty which through prompt and alert reaction, results in saving a life.

CLASS II AWARDS (CONT.)

FIELD TRAINING OFFICER



Worn by a member of the Dubuque Police Department that is active in the Field Training and Evaluation Program of the Dubuque Police Department.

SPECIALTY 1 – TACTICAL AWARD



Worn by a member of the Dubuque Police Department who is assigned to any of the following specialty units of the Dubuque Police Department in good standing: Tactical Entry Team, Marksman/Observer Team, Negotiators, Canine Handler, and Mobile Field Force. To remain eligible to wear this citation bar, an officer must be actively utilized in any of the aforementioned capacities by the

Dubuque Police Department.

SPECIALTY 2 – ADVANCED SKILLS AWARD



Worn by a member of the Dubuque Police Department who is assigned to a specialty unit including: Underwater Search and Rescue, Departmental Armorer, Drug Recognition Expert, DARE, Accident Reconstructionist, Police Explorer Advisor, Auxiliary Advisor, or Drone Team.

SPECIALTY 3 – FULL TIME SPECIALTY UNIT AWARD



Worn by a member of the Dubuque Police Department who is assigned to a departmental permanent, full-time, multi-officer specialty unit including: Criminal Investigations Division (CID), Community Oriented Policing Unit (COP), School Resource Officer (SRO), Dubuque Drug Task Force (DDTF), Traffic Unit, or the Neighborhood Response Team (NRT). Former members of the specified

units who left in good standing are eligible for this award.

INSTRUCTOR / FIREARMS INSTRUCTOR



Instructor Worn by a member of the Dubuque Police Department that is certified as a Police Instructor and is actively being utilized in this capacity by the DPD.

Firearms Instructor – Worn by a member of the Dubuque Police Department who is a certified firearms instructor and is actively being utilized in that capacity by the Dubuque Police Department.

HONOR GUARD



Worn by a member of the Dubuque Police Department who is assigned as a member of the department's Honor Guard Unit and is actively serving in that capacity.

PHYSICAL FITNESS AWARD



Awarded to those officers that successfully complete the physical fitness standards in which the sit and reach, push-ups, sit-ups and the mile and a half run are scored. Those officers who meet the minimum standards as set forth by the Iowa Law Enforcement Academy will be awarded the left pin and those officers who meet the preferred standards as set forth by the Iowa Law

Enforcement Academy will be awarded the right pin.

MILITARY SERVICE



Worn by a member of the Dubuque Police Department who has honorably served in any branch of the United States Military, including reserve and National Guard status, completed their tour of duty and received an Honorable Discharge.

THE PATRIOT



Worn by members of the Dubuque Police Department for their continued dedication in the defense and protection of the United States. (Officers are eligible for this award after their first year of honorable service.)

SERVICE MEDAL



Awarded to those officers as recognition to their dedication to the City of Dubuque, the Dubuque Police Department and the police profession. This citation will be awarded in 5 year service increments.

PAST RECIPIENTS

(Class I and Class II Awards)

Gallantry Star

2017

Rick Fullmer
Jason Pace

2016

Andrew Harden
Brad Hesselbacher

Significant Injury on Duty

2022

Jordan Waddick
David Lois

2021

Evan Armour

2019

Jonathan Brokens

Distinguished Service

2023

Dawn Dempsey
Brian Wullweber

2021

Mark Dalsing
Steve Eastvedt
Becky Steiber

2020

John Digman

2016

Russell Stecklein

Police Commendation

2022

Ann Dauderman
Jason Pace
Brendan Welsh

2019

Jay Murray
Sadé Pointer

2017

Brian Jobgen

2016

Rick Fullmer

Certificate of Merit

2023

Allison Bailey
Luke Bock
Joel Cross
David Hauptert
Nathan Lech
Sage Schroeder
Jordan Waddick

2022

Nicole Brehm
Tyler Breitbach
Joel Cross
Clark Egdorf
Brandon Gudenkauf
Kimberly Hoover
Jason Hoerner
Matt Levin
Mark Lorenzen
Brianna Marzette
Sadé Pointer
Casey Smith
Nathan Wall
Brian Wullweber

2021

Dane Cox
Scott Koch
Carter Meyer
Steve Radloff
Nick Soppe
Marty Steil
Nate Wall
Brendan Welsh

2020

Scott Baxter
Joel Cross
Gary Pape

2017

Paul Avenarius
Luke Bock
Chad Crabill
Sadé Pointer
Ryan Scherrman
Sam White

2016

Brandon Bauer
Jeff Bellis
Nicholas Jobgen
Michael McTague

Certificate of Merit (cont.)

Jay Murray
Jason Pace
Craig Salmonson

2015

Luke Bock
Kurt Rosenthal
Nicholas Schlosser

Life Saving

2023

Brandon Barbour
Jake Humpal
Austin Manders
Nathan Wall

2022

Joel Cross
Bryce Eberly
Phillip Friedman
Matt Gamperl
Brandon Gudenkauf
Mark Lorenzen
Cody Schwocher

2021

Dane Bakken-Drinkall
Clark Egdorf

2020

Evan Armour
Nathan Wall

2018

Michael Hernandez
Jay Murray
Casey Smith

2017

Chad Caszatt
Dane Cox
Justin Dura
Riley Fairchild
Gabriel Kalkbrenner
Kurt Rosenthal
Stan Ryan

2016

Chad Crabill
Jason Dura
Thomas Pregler

2015

Kurt Rosenthal



| SPECIAL THANKS |



Wes Schilling
PHOTOGRAPHY



A close-up, slightly blurred image of a police officer's hat, featuring a badge with the words "OFFICER" and "POLICE" and a central emblem. The hat is dark with a light-colored band.

4TH ANNUAL
**DUBUQUE POLICE
DEPARTMENT**

**AWARDS &
RECOGNITION
NIGHT**

JANUARY 16, 2025



Dubuque Police Department Awards and Recognition Program

- Awards and Recognition program - 2010
- Recognize past and present DPD personnel
 - Service to the community
 - Above and beyond the call of duty
- Bring acclaim to the employee and Department



Dubuque Police Department Awards and Recognition Program

- Established the types of awards, committee makeup, duties and procedures leading to officer selection and award presentation
- Initial Committee identified two “classes” of awards as well as the actual design and manner of display on uniform
- Committee consists of one officer from each rank and can include civilian employees if one is nominated



Dubuque Police Department Awards and Recognition Program

CLASS I AWARDS

LEGION OF HONOR



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Dubuque Police Department Awards and Recognition Program

CLASS II AWARDS

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SPECIALTY 1 – TACTICAL AWARD



Dubuque Police Department.

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SPECIALTY 2 – ADVANCED SKILLS AWARD



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SPECIALTY 3 – FULL TIME SPECIALTY UNIT AWARD



units who left in good standing are eligible for this award.

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Firearms Instructor – Worn by a member of the Dubuque Police Department who is a certified firearms instructor and is actively being utilized in that capacity by the Dubuque Police Department.



4th Annual Event

January 16th

- Formal event including Honor Guard, Presentation of Colors
- National Anthem performance by a local Dubuque area student
- Invocation and Benediction from Dubuque Police Chaplains
- Professional family photos
- Recognition of 2024 Retirees and Promotions by Chief Jensen and City Manager Van Milligen
- Review of the 2024 Award recipients, presentation of their awards
- Recognition of the 2024 Citizen Support Award, Dr. Robin Mundt DVM
- Wellness presentation from Doctors Ottavi and Keedy
- Family and friends social time at Old Chicago following the event



Dubuque Police Department Awards and Recognition of 2024

RETIREMENTS OF 2024

Captain James Lembke
Lieutenant David Hauptert
Officer Jeremy Slight



Dubuque Police Department Awards and Recognition of 2024

ANNIVERSARIES OF 2024

5 years

Officer Carter Meyer
Officer Brendan Nugent
Officer Mark Portz
Officer Sage Schroeder
Officer Stephanie Wehr

10 years

Corporal Matthew Levin
Corporal Nathan Wall
Officer Nicole Brehm
Officer Brandon Gudenkauf
Officer Nathan Goedken

15 years

Lieutenant Ann Dauderman

20 years

Captain Brendan Welsh
Lieutenant Michael McTague
Lieutenant Craig Salmonson
Corporal Brian Wullweber
Officer Michael Hernandez
Officer Nicholas Schlosser

25 years

Corporal Chris Gorrell
Corporal Scott Koch
Corporal Travis Kramer
Corporal Justin Stair
Officer Phillip Friedman

30 years

Chief Jeremy Jensen
Lieutenant David Hauptert
Officer Christopher Skorupski
Officer Jeffrey Tupper



Dubuque Police Department Awards and Recognition of 2024

PROMOTIONS OF 2024

Corporal Austin Weitz
Corporal Nathan Wall
Corporal Nathan Lech
Lieutenant Kane Hoffmann
Lieutenant Billy Dieujuste
Lieutenant Chad Crabill
Captain Brendan Welsh



Dubuque Police Department Awards and Recognition of 2024

AWARDS OF 2024

POLICE COMMENDATION

Lt. Ann Dauderman
Lt. Rick Fullmer
Lt. Craig Salmonson
Lt. Ryan Scherrman

CERTIFICATE OF MERIT

Lt. Chad Crabill
Lt. Kane Hoffmann
Cpl. Nathan Lech
Cpl. Austin Weitz
Ofc. Eugene Hingtgen
Ofc. Jason Hoerner

LIFE SAVING

Ofc. Rylee Leitzen



Dubuque Police Department Awards and Recognition Program

Gallantry Star

2017

Rick Fullmer
Jason Pace

2016

Andrew Harden
Brad Hesselbacher

Significant Injury on Duty

2022

Jordan Waddick

2019

Jonathan Brokens

Distinguished Service

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Steve Eastvedt
Becky Steiber

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Brendan Welsh

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Sadé Pointer

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Certificate of Merit

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Tyler Breibach
Joel Cross
Clark Egendorf
Brandon Gudenkauf
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Casey Smith
Nathan Wall
Brian Wullweber

Certificate of Merit (cont.)

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Carter Meyer
Steve Radloff
Nick Soppe
Marty Steil
Nate Wall
Brendan Welsh

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Scott Baxter
Joel Cross
Gary Pape

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Paul Avenarius
Luke Bock
Chad Crabill
Sadé Pointer
Ryan Scherrman
Sam White

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Brandon Bauer
Michael McTague
Jay Murray
Jason Pace
Craig Salmonson

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Luke Bock
Kurt Rosenthal
Nicholas Schlosser

Life Saving

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Joel Cross
Phillip Friedman
Matt Gamperl
Brandon Gudenkauf
Mark Lorenzen
Cody Schwocher

2021

Dane Bakken-Drinkall
Clark Egendorf

2020

Evan Armour
Nathan Wall

Life Saving (cont.)

2018

Michael Hernandez
Jay Murray
Casey Smith

2017

Dane Cox
Justin Dura
Kurt Rosenthal
Stan Ryan

2016

Chad Crabill
Jason Dura

2015

Kurt Rosenthal



Thank You For Your Support!



Honor Integrity Pride
Since 1837

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE:	Proceedings for Directing Sale of not to exceed \$6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and Awarding Bonds to Best Bidder
SUMMARY:	City Manager recommending City Council approval of the suggested proceedings for directing sale of the not to exceed \$6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, and \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and awarding the bonds to the best bidder. RESOLUTION Awarding General Obligation Corporate Purpose Bonds, Series 2025A RESOLUTION Awarding Taxable General Obligation Corporate Purpose Bonds, Series 2025B RESOLUTION Awarding Taxable General Obligation Urban Renewal Bonds, Series 2025C
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Series 2025ABC - Sale - Staff memo_2025_01_28
3. 2025A Sale Only GO CP LA (Dubuque 430411-13) 2025-v3
4. 2025B Sale Only Taxable GO CP LA (Dubuque 430411-13) 2025-v3
5. 2025C Sale Only Taxable GO UR LA (Dubuque 430411-13) 2025-v2
6. Rating_Action-Moodys-Ratings-assigns-Aa2-to-23Jan2025-PR_908977029

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings for Directing Sale of not to exceed \$6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and Awarding Bonds to Best Bidder

DATE: January 30, 2025

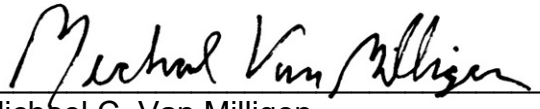
Chief Financial Officer Jennifer Larson recommends City Council approval of the suggested proceedings for directing sale of the not to exceed \$6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, and \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and awarding the bonds to the best bidder.

The bond sale will be held on February 3, 2025, at 10:00 a.m. The results will be brought to the February 3rd City Council meeting. A letter from attorneys John Danos and David Grossklaus detailing information on the bond sale is enclosed.

In conjunction with the bond sale, the City of Dubuque was issued a credit opinion by Moody's Investors Service. Moody's Investors Service has affirmed the City of Dubuque, IA's issuer rating and outstanding general obligation unlimited tax (GOULT) bonds to Aa2. The credit strengths include the City's role as a regional economic center, with solid resident income and full value per capita. Financial operations are strong and will remain so despite declines in fund balance over the new few years, as it expends funds from the pandemic. Long-term liabilities and fixed cost ratios are moderate and will remain so despite future borrowing needs.

Moody's upgraded the City's rating to Aa2 in July 2023. The improved rating assists the City in securing the best terms for financial products like loans, which can provide substantial savings for the City and taxpayers. According to Moody's, the issuer rating was upgraded to Aa2 because the City has strong financial operations and ample revenue-raising flexibility, which has resulted in steadily improved available fund balance and cash. The city serves as a regional economic center and its regional economic growth rate has outpaced the nation over the past five years. The city's local economy is likely to remain strong because of its mix of commercial and industrial industries, stable population and steady tax base growth.

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

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings for Directing Sale of not to exceed \$6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and Awarding Bonds to Best Bidder

DATE: January 30, 2025

INTRODUCTION

The purpose of this memorandum is to recommend the sale of the not to exceed \$6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and awarding the bonds to the best bidder.

DISCUSSION

The bond sale will be held on February 3, 2025, at 10:00 a.m. The results will be brought to the February 3rd City Council meeting. A letter from attorneys John Danos and David Grossklaus detailing information on the bond sale is enclosed.

In conjunction with the bond sale, the City of Dubuque was issued a credit opinion by Moody's Investors Service. Moody's Investors Service has affirmed the City of Dubuque, IA's issuer rating and outstanding general obligation unlimited tax (GOULT) bonds to Aa2. The credit strengths include the City's role as a regional economic center, with solid resident income and full value per capita. Financial operations are strong and will remain so despite declines in fund balance over the new few years, as it expends funds from the pandemic. Long-term liabilities and fixed cost ratios are moderate and will remain so despite future borrowing needs.

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RECOMMENDATION

I respectfully recommend the adoption of the enclosed resolutions to award the sale of the bonds.

JML

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

January 28, 2025

Via Email

Jenny Larson
Chief Financial Officer/City Hall
Dubuque, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2025A
Our File No. 430411-13

Dear Jenny:

We have prepared and attached the necessary proceedings to be used at the February 3, 2025 City Council meeting to report the bids received and to adopt the resolution approving the sale of General Obligation Corporate Purpose Bonds, Series 2025A (the “Tax Exempt Series 2025A Bonds”) to the best bidder.

The attached resolution must be completed with the name of the purchaser of the Tax Exempt Series 2025A Bonds. Independent Public Advisors, LLC will tabulate the bid results and provide that name to you.

The proceedings attached include the following items:

1. Resolution awarding the sale of the Tax Exempt Series 2025A Bonds and providing for the adjournment of action on the Tax Exempt Series 2025A Bonds to February 17, 2025 for adoption of the issuance resolution.
2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office. If you have any questions, please contact Dave Grossklaus, Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Adrienne Breitfelder
Crenna Brumwell
Tionna Pooler
Natalie Lawless

MINUTES TO RECEIVE BIDS AND
SELL TAX EXEMPT SERIES 2025A
BONDS

430411-13

Dubuque, Iowa

February 3, 2025

The City Council of the Dubuque, Iowa, met on February 3, 2025, at _____ o'clock
____.m., at the _____, Dubuque, Iowa.

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

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for
the purchase of the City's General Obligation Corporate Purpose Bonds, Series 2025A, the
Mayor announced that bids had been received and canvassed on behalf of the City at the time
and place fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in
the minutes, as follows:

Name and Address of Bidder

Final Bid
(interest cost)

(ATTACH BID TABULATION)

After due consideration and discussion, Council Member _____
introduced the resolution next hereinafter set out 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.

RESOLUTION NO. _____

Resolution Awarding General Obligation Corporate Purpose Bonds, Series 2025A

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, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, the City has determined to split its authority under the Loan Agreement and to enter into a tax-exempt loan agreement (the “Tax Exempt Series 2025A Loan Agreement”) and a taxable loan agreement; and

WHEREAS, the City intends to issue General Obligation Corporate Purpose Bonds, Series 2025A (the “Tax Exempt Series 2025A Bonds”) in evidence of its obligations under the Tax Exempt Series 2025A Loan Agreement; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as bond and disclosure counsel to the City to facilitate the sale of the Tax Exempt Series 2025A Bonds, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Tax Exempt Series 2025A Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the Tax Exempt Series 2025A Bonds;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Tax Exempt Series 2025A Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the “Sale Agreement”) of the Tax Exempt Series 2025A Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Tax Exempt Series 2025A Bonds is hereby adjourned to the City Council meeting to be held on February 17, 2025.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 3, 2025.

Mayor

Attest:

City Clerk

• • • •

Upon motion and vote, the meeting was adjourned.

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 City Clerk 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 in relation to the sale of General Obligation Corporate Purpose Bonds, Series 2025A of the City evidencing the City's obligation under a certain Loan Agreement 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 _____, 2025.

City Clerk

(Attach here a copy of the bid of the successful bidder.)

January 28, 2025

Via Email

Jenny Larson
Chief Financial Officer/City Hall
Dubuque, Iowa

Re: Taxable General Obligation Corporate Purpose Bonds, Series 2025B
Our File No. 430411-13

Dear Jenny:

We have prepared and attached the necessary proceedings to be used at the February 3, 2025 City Council meeting to report the bids received and to adopt the resolution approving the sale of Taxable General Obligation Corporate Purpose Bonds, Series 2025B (the “Taxable Series 2025B Bonds”) to the best bidder.

The attached resolution must be completed with the name of the purchaser of the Taxable Series 2025B Bonds. Independent Public Advisors, LLC will tabulate the bid results and provide that name to you.

The proceedings attached include the following items:

1. Resolution awarding the sale of the Taxable Series 2025B Bonds and providing for the adjournment of action on the Taxable Series 2025B Bonds to February 17, 2025 for adoption of the issuance resolution.
2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office. If you have any questions, please contact Dave Grossklaus, Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Adrienne Breitfelder
Crenna Brumwell
Tionna Pooler
Natalie Lawless

MINUTES TO RECEIVE BIDS AND
SELL TAXABLE SERIES 2025B BONDS

430411-13

Dubuque, Iowa

February 3, 2025

The City Council of the Dubuque, Iowa, met on February 3, 2025, at _____ o'clock
____.m., at the _____, Dubuque, Iowa.

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

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for
the purchase of the City's Taxable General Obligation Corporate Purpose Bonds, Series 2025B,
the Mayor announced that bids had been received and canvassed on behalf of the City at the time
and place fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in
the minutes, as follows:

Name and Address of Bidder

Final Bid
(interest cost)

(ATTACH BID TABULATION)

After due consideration and discussion, Council Member _____
introduced the resolution next hereinafter set out 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.

RESOLUTION NO. _____

Resolution Awarding Taxable General Obligation Corporate Purpose Bonds, Series 2025B

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, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, the City has determined to split its authority under the Loan Agreement and to enter into a tax-exempt loan agreement and a taxable loan agreement, (the “Taxable Series 2025B Loan Agreement”); and

WHEREAS, the City intends to issue Taxable General Obligation Corporate Purpose Bonds, Series 2025B (the “Taxable Series 2025B Bonds”) in evidence of its obligations under the Taxable Series 2025B Loan Agreement; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as bond and disclosure counsel to the City to facilitate the sale of the Taxable Series 2025B Bonds, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Taxable Series 2025B Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the Taxable Series 2025B Bonds;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Taxable Series 2025B Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the “Sale Agreement”) of the Taxable Series 2025B Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Taxable Series 2025B Bonds is hereby adjourned to the City Council meeting to be held on February 17, 2025.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 3, 2025.

Mayor

Attest:

City Clerk

• • • •

Upon motion and vote, the meeting was adjourned.

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 City Clerk 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 in relation to the sale of Taxable General Obligation Corporate Purpose Bonds, Series 2025B of the City evidencing the City's obligation under a certain Loan Agreement 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 _____, 2025.

City Clerk

(Attach here a copy of the bid of the successful bidder.)

January 28, 2025

Via Email

Jenny Larson
Chief Financial Officer/City Hall
Dubuque, Iowa

Re: Taxable General Obligation Urban Renewal Bonds, Series 2025C
Our File No. 430411-13

Dear Jenny:

We have prepared and attached the necessary proceedings to be used at the February 3, 2025 City Council meeting to report the bids received and to adopt the resolution approving the sale of Taxable General Obligation Urban Renewal Bonds, Series 2025C (the “Taxable Series 2025C Bonds”) to the best bidder.

The attached resolution must be completed with the name of the purchaser of the Taxable Series 2025C Bonds. Independent Public Advisors, LLC will tabulate the bid results and provide that name to you.

The proceedings attached include the following items:

1. Resolution awarding the sale of the Taxable Series 2025C Bonds and providing for the adjournment of action on the Taxable Series 2025C Bonds to February 17, 2025 for adoption of the issuance resolution.
2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office. If you have any questions, please contact Dave Grossklaus, Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Adrienne Breitfelder
Crenna Brumwell
Tionna Pooler
Natalie Lawless

MINUTES TO RECEIVE BIDS AND
SELL TAXABLE SERIES 2025C BONDS

430411-13

Dubuque, Iowa

February 3, 2025

The City Council of the Dubuque, Iowa, met on February 3, 2025, at _____ o'clock
____.m., at the _____, Dubuque, Iowa.

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

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for
the purchase of the City's Taxable General Obligation Urban Renewal Bonds, Series 2025C, the
Mayor announced that bids had been received and canvassed on behalf of the City at the time
and place fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in
the minutes, as follows:

Name and Address of Bidder

Final Bid
(interest cost)

(ATTACH BID TABULATION)

After due consideration and discussion, Council Member _____
introduced the resolution next hereinafter set out 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.

RESOLUTION NO. _____

Resolution Awarding Taxable General Obligation Urban Renewal Bonds, Series 2025C

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, heretofore 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, the City Council previously determined to enter into the Amphitheater Loan Agreement in the future and ordered that Taxable General Obligation Urban Renewal Bonds, Series 2025C (the “Taxable Series 2025C Bonds”) be issued at such time, in evidence of the City’s obligations thereunder; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as bond and disclosure counsel to the City to facilitate the sale of the Taxable Series 2025C Bonds, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Taxable Series 2025C Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the Taxable Series 2025C Bonds;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Taxable Series 2025C Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the “Sale Agreement”) of the Taxable Series 2025C Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Taxable Series 2025C Bonds is hereby adjourned to the City Council meeting to be held on February 17, 2025.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 3, 2025.

Mayor

Attest:

City Clerk

• • • •

Upon motion and vote, the meeting was adjourned.

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 City Clerk 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 in relation to the sale of Taxable General Obligation Urban Renewal Bonds, Series 2025C of the City evidencing the City's obligation under a certain Loan Agreement 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 _____, 2025.

City Clerk

(Attach here a copy of the bid of the successful bidder.)

MOODY'S

RATINGS

Rating Action: Moody's Ratings assigns Aa2 to City of Dubuque, IA's GO Bonds

23 Jan 2025

New York, January 23, 2025 -- Moody's Ratings (Moody's) has assigned Aa2 ratings to the City of Dubuque, IA's General Obligation Corporate Purpose Bonds, Series 2025A, Taxable General Obligation Corporate Purpose Bonds, Series 2025B, and Taxable General Obligation Urban Renewal Bonds, Series 2025C, with an estimated par amounts of \$6.4 million, \$8.4 million and \$8.9 million respectively. We maintain the city's Aa2 issuer rating and Aa2 rating on the outstanding general obligation unlimited tax (GOULT) debt. Following the sale, the city will have about \$218 million of total debt outstanding.

RATINGS RATIONALE

The Aa2 issuer rating reflects the city's healthy economic base, which serves as a regional economic center. Full value per capita and adjusted resident income are solid at around \$109,000 and 98% respectively, though weaker than Aa peers, in part because of a large student population. Available fund balance was strong at around 60% of revenue at the close of fiscal 2023 (year-end June 30), and cash was stronger at 85% of revenue. The city's available fund balance will likely remain well over 45%, despite some planned draws in fiscal 2024 and fiscal 2025 to spend down federal funds from the pandemic. Despite the state adopting new property tax restrictions, revenue raising flexibility remains strong because the city maintains significant margin in its employee benefits fund and is not utilizing its emergency levy. The long-term liabilities ratio will likely remain well under 300% inclusive of the current issuances and future borrowing plans, and fixed-costs ratio will remain well below 20%.

The Aa2 rating on the GOULT bonds is at the same level as the city's Aa2 issuer rating because the city has pledged its full faith, credit and taxing power for repayment of the bonds.

RATING OUTLOOK

We do not assign outlooks to local governments with this amount of debt.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Decrease in long-term liabilities ratio nearing 150% of revenue
- Significant strengthening of resident income and full value per capita in line with peers

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Increase in the long-term liabilities ratio to above 350% of revenue
- Substantial declines in available fund balance levels below 35% of revenue

LEGAL SECURITY

Debt service on the city's outstanding GOULT debt, as well as the 2025A, 2025B and 2025C bonds, is backed by a dedicated property tax levy, unlimited as to rate and amount.

USE OF PROCEEDS

The bonds will finance various infrastructure projects within the city, including fire station facility improvements (Series 2025A), parking ramp and ice arena projects (Series 2025B), and the Schmitt Island Amphitheater project (Series 2025C).

PROFILE

The City of Dubuque is located in northeastern Iowa, bounded by Wisconsin on the northeast and Illinois on the southeast. The city is roughly 63 miles northeast of Cedar Rapids and has a population of around 60,000. Governmental services include public safety (police and fire), community development, culture and recreation, regional airport, and other governmental services. The city's business-type activities include sewage disposal, water, stormwater, solid waste and parking facilities.

METHODOLOGY

The principal methodology used in these ratings was US Cities and Counties published in July 2024 and available at <https://ratings.moodys.com/rmc-documents/425429>. Alternatively, please see the Rating Methodologies page on <https://ratings.moodys.com> for a copy of this methodology.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on <https://ratings.moodys.com/rating-definitions>.

For any affected securities or rated entities receiving direct credit support/credit substitution from another entity or entities subject to a credit rating action (the supporting entity), and whose ratings may change as a result of a credit rating action as to the supporting entity, the associated regulatory disclosures will relate to the supporting entity. Exceptions to this approach may be applicable in certain jurisdictions.

For ratings issued on a program, series, category/class of debt or security, certain regulatory disclosures applicable to each rating of a subsequently issued bond or note of the same series, category/class of debt, or security, or pursuant to a program for which the ratings are derived exclusively from existing ratings, in accordance with Moody's rating practices, can be found in the most recent Credit Rating Announcement related to the same class of Credit Rating.

For provisional ratings, the Credit Rating Announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating.

Moody's does not always publish a separate Credit Rating Announcement for each Credit Rating assigned in the Anticipated Ratings Process or Subsequent Ratings Process.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Please see <https://ratings.moodys.com> for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

Please see the issuer/deal page on <https://ratings.moodys.com> for additional regulatory disclosures for each credit rating.

Jennifer Bernhardt
Lead Analyst

Gera McGuire
Additional Contact

Releasing Office:
Moody's Investors Service, Inc.
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New York, NY 10007
U.S.A
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

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**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Banking Services Agreement
SUMMARY:	City Manager recommending City Council approval of the Banking Services Agreement with Dubuque Bank & Trust.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Agreement
3. Agreement Signature Page
4. Previously Issued Press Release
5. Previous Recommendation on Amendment to Investment Oversight Advisory Commission
6. Previous Recommendation on Commercial Banking Services RFP

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Banking Services Agreement

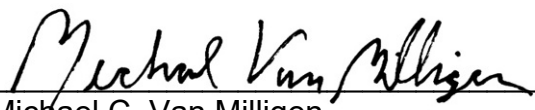
DATE: January 30, 2025

At the November 4, 2024, City Council meeting the City Council approved the recommendation to award Banking Services for the City of Dubuque to Dubuque Bank & Trust.

City Attorney Crenna Brumwell has negotiated a Banking Services Agreement with Dubuque Bank & Trust, effective September 1, 2024.

While Dubuque Bank & Trust could have taken the position that the new Banking Services Agreement did not take effect until the date the City Council approved the award, November 4, 2024, they chose to select September 1, 2024. By choosing this earlier date, the City received over \$300,000 in additional interest.

I respectfully recommend Mayor and City Council approval of the Banking Services Agreement with Dubuque Bank & Trust.



Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager
Tony Breitbach, Purchasing and Risk Manager

Request for Proposal (“RFP”) Provisions Incorporated — note that any provisions of this agreement in conflict with the RFP will be governed by the RFP.

Signature Agreement to Master Treasury Management Services Agreement

This Signature Agreement to Master Treasury Management Services Agreement (“Signature Agreement”) is entered into by and among the undersigned Customer (“Customer”) and the division of HTLF Bank shown below in the “Contact Us” section (“Bank”) as of the date accepted and agreed by Bank below (“Effective Date”). The Bank is an approved depository under Iowa Code Chapter 12C (2024), as amended. By executing this Signature Agreement or enrolling in and using any of the Services, Customer hereby agrees to the terms of the Master Treasury Management Services Agreement, including the Service Terms for each Service enrolled in and/or used by Customer, and any corresponding Documentation implemented for use of the Services, which collectively establish the terms of the Master Treasury Management Services Agreement, as amended from time to time (the “Agreement”). The Agreement hereby amends and replaces in full any prior agreements between the Customer and Bank with regard to the Services and the Agreement shall apply to all Services used by Customer, whether such Services are being enrolled in and used by Customer as of the Effective Date or in the future. The Customer and Bank agree that the **prior** Master Treasury Management Services Agreement between Customer and Bank, is effective until **August 31, 2024**. Customer may be required to sign additional agreements or Documentation and is required to designate at least one Administrator to execute such Documentation and implement the Services before certain Services will be made available to Customer. Any capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

Affiliates. By executing this Signature Agreement, Customer, each Affiliate of Customer listed (if any), and Bank agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under the Agreement as a “Customer.” An “Affiliate” is any entity that is directly or indirectly controlled by, controlling, or under common control with the Customer. Customer represents, warrants and covenants to Bank that (i) each entity executing this Signature Agreement as an Affiliate meets the definition of “Affiliate” and shall continue to meet such definition as long as the entity receives or uses the Services in connection with Customer, (ii) the individual executing this Signature Agreement is duly authorized to execute this Signature Agreement on behalf of each Affiliate, and (iii) each Affiliate hereby agrees to be bound by the terms of this Signature Agreement and the Agreement for the use of the Services.

Additional Services. If Customer adds or implements Services in the future, those Services will also be covered by the terms and conditions contained in the Agreement. Bank may change the terms and conditions of Services provided under the Agreement from time to time, and Customer’s continued use of the Service constitutes Customer’s acceptance of the change.

Execution. This Signature Agreement may be executed in two or more identical counterparts (whether by electronic signature, in facsimile, in PDF or original), each of which shall constitute an original as against the party whose signature appears thereon, and all of which together shall constitute one and the same instrument. If Customer executed this Agreement in electronic format using an electronic signature, Customer agrees that Customer’s electronic signature on this Agreement demonstrates Customer’s intent that this Agreement be legally valid and enforceable in accordance with its terms, and that Customer’s electronic signature will have the same effect as Customer’s signature on a paper document.

IN WITNESS WHEREOF, this Signature Agreement and the Agreement is agreed to and executed by the Customer, each Affiliate, if any, and Bank as of the date first set forth above and shall be deemed to be effective as of such date ("Effective Date"); provided, that any Service shall not be effective or provided until Bank has notified Customer that the Services are implemented and active for use.

CUSTOMER: **City of Dubuque**

TIN: **42-6004596**

Authorized Officer Signature: _____

Name:

Title:

Email:

This Agreement includes the following Affiliates:

If authorized officer of the Affiliate listed below, is different than Customer listed above, obtain signature from authorized officer from Affiliate below.

Affiliate Name:	Tax ID No.:	Authorized Officer different than Customer Signer:
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐

Signing as a duly authorized officer or agent of each of the Affiliates listed above:

Authorized Signature: _____

Print name: _____

Print title: _____

BANK: **Dubuque Bank & Trust**

Authorized Officer Signature: _____

Name: Drew Townsend

Title: President & CEO

Email: dtownsend@dubuquebank.com

[Signature Page to Signature Agreement to Master Treasury Management Services Agreement]

MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

Accepted and Agreed by Bank as of January 31, 2025.

This Master Treasury Management Services Agreement ("**Agreement**") is made by and between the "Bank" and the "**Customer**" identified on the **Signature Agreement**. The Bank and Customer shall also be referred to herein as a "**Party**" or collectively as the "**Parties**".

The General Terms and Conditions and the Services of the Agreement are governed and set forth in the following Schedules:

Contents

Affiliate Name:	Tax ID No.:
Authorized Officer different than Customer Signer: 2	
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and any applicable Documentation (collectively, the "**Treasury Management Services Terms and Conditions**"). Customer hereby agrees to be bound by,

and any reference to this Agreement shall be deemed to include, the Treasury Management Services Terms and Conditions. To the extent any terms or provisions of this Agreement directly conflict with the terms or provisions of such additional agreements or Documentation, the terms and provisions of this Agreement shall control with respect to the Services described herein. Unless otherwise provided, to the extent any provisions of the terms set forth in Schedule 1 directly conflict with any other Schedule, the provisions of such other Schedule shall control with respect to the Services covered by that Schedule.

Schedule 1: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions shall apply to the terms of the Services provided under this Agreement in the following Schedules or other addendum or schedule incorporated herein by reference. Customer also agrees that the Accounts to which the Services apply are governed by the agreement entitled "Business Deposit Account Agreement and Disclosure" (the "**Account Terms**"). Customer agrees to maintain an Account during the Term of this Agreement with an adequate Available Balance for the Services used by Customer. Customer expressly agrees that any dual or multiple signature requirements established for any Account shall not apply to the use of any Services. Except as otherwise provided herein, where any terms and conditions contained in the Account Terms or any other agreement between the Parties conflict with the terms of this Agreement, the terms of this Agreement shall control unless such separate agreement to which Bank is a party expressly provides that its terms shall prevail over the terms of this Agreement.

- 1. Services.** Subject to the terms and conditions of this Agreement and upon Bank's receipt of the required Documentation and final approval and implementation by Bank, the Bank will provide Customer with those Services as requested by Customer. Except as otherwise specifically provided in this Agreement, any changes requested by Customer shall not be effective unless the Bank has a reasonable amount of time to implement the requested amendments, revisions or modifications. Customer shall only use the Services, including the

origination of any wire or other electronic funds transfers, as principal, and shall not execute Transactions of any Services as agent on behalf of a third party that is not party to this Agreement (including any Affiliate) unless otherwise agreed by Bank in writing.

2. Authority of Administrator(s); Authorized Persons.

Any Administrator(s) designated by Customer in the Documentation shall have access to all of Customer's Accounts, and full authority to access and use the Services and System (defined below) on behalf of Customer, including adding and removing Services; the authority to select and change Security Procedures (defined below); request the issuance or re-issuance of Administrator usernames, passwords, access devices and other Security Procedures; access and use all of the features of the System and the Services; enable, set parameters for the use of or disable any Customer controlled features of the System and each Service; use the System and Services to issue, activate, limit, or de-activate one or more usernames, passwords and other Security Procedures which may be used to access and use one or more features of the System and the Services. Any Administrator shall also have the authority to authorize other persons to access and use one or more features of the System and the Services, up to and including the same rights granted to an Administrator named in this Agreement and described herein, including, but not limited to replacement of any Administrator, (each such person provided or given access to any such username or password collectively referred to as "Authorized Persons"). Bank may, in its sole discretion, limit the authority of an Administrator to change, remove or adopt alternative Security Procedures and may require a separate waiver or agreement be signed by another authorized individual at Customer. Bank may rely upon and act upon Instructions submitted over the System as well as oral or written Instructions and requests reasonably believed by the Bank to be from any designated Administrator and any Authorized Person. Bank has no duty to monitor the addition or removal of Administrators or an Authorized person as such authority and actions are within the authority granted to an Administrator to manage Services on behalf of Customer.

3. Term, Termination.

This Agreement shall remain in effect until 11:59 p.m. on August 31, 2029 (the "**Term**"). This Agreement may be renewed for one additional term of three (3) years from 12:01 a.m. September 1, 2029, through 11:59 p.m. on August 31, 2032.

Either Party may terminate this Agreement or any or all Services upon one-hundred eight (180) calendar day's prior written notice to the other Party.

Upon termination of this Agreement, Customer may no longer use the Services and the Bank may decline any Services to be used by or on behalf of Customer or by any Authorized Person to initiate any transactions with respect to Customer's Accounts. Following termination, neither Party shall have any further obligations under this Agreement, except that: (i) Customer shall remain liable for any Transactions initiated by Customer using any Service and any other liabilities or obligations arising out of Customer's use of any Service that have not been paid, satisfied or otherwise performed prior to termination, and any Transactions that are permitted after the effective date of termination; in each case to the extent provided by the terms of this Agreement; and (ii) the rights, duties, obligations and liabilities of the Parties pursuant to Sections 10, 15, 23, 24 and 27 shall survive and remain in effect following termination.

4. Systems and Access to Services.

(a) Systems. Each Service may be provided using a System as offered by Bank from time to time, and Customer will access through the internet using Customer's own computers, Customer's own internet browser software and Customer's own internet service provider or other internet access point selected by Customer. Each Customer computer and internet browser used with any Service or to access the System must meet or exceed the specifications set forth on the Bank's website and other Implementation Materials made available to Customer, if any. Customer is solely responsible for the selection, purchase, license or lease, maintenance, upgrade, security, and any error, failure or malfunction of Customer's computers, operating systems, internet browser software, virus software, firewalls, internet service providers or other internet access points, and internal and external communication lines and wireless communication systems, none of which shall be deemed part of the System made available by the Bank. Customer is solely responsible for the security of and access to any such computers, systems and Security Procedures used by Customer to access the Services and Customer's Accounts. Customer acknowledges that computer, operating system and internet browser specifications may change from time to time and that Customer is solely responsible for maintaining or upgrading its computer, operating system and internet browser software in response to any changes in specifications. While Bank will use commercially reasonable efforts to make the Systems available at all times, one or more of the Systems may be temporarily unavailable for a variety of reasons (e.g., maintenance, periods of high volume, system outages, unauthorized activity or other events beyond Bank's control) and Customer agrees that Bank will not be liable if a System is not available for use at any time. Customer shall select in the Documentation for a particular Service the System(s) used as a means of communicating with Bank.

Information and Instructions may be sent and received by Customer using such System.

(b) Third Party Links. *Third-Party Links*. The System may contain links to the websites of third parties ("**Linked Sites**") or provide the opportunity to use or access third-party software or services that are not part of the Services ("**Third-Party Software**") offered by a third party other than a Vendor (a "**Third-Party Vendor**"). Bank does not endorse or assume any responsibility for any Linked Sites or Third-Party Software and makes no representations or warranties whatsoever with respect thereto. Customer is solely responsible for its use of any Linked Sites or Third-Party Software and agrees that it must look to the Third-Party Vendor, and not Bank, for any content, services and any problems or claims related to its use of the Linked Sites or Third-Party Software, including any security or data breach.

(c) Mobile Apps. Bank may offer applications that Customer and its Users can download to access certain Systems through the use of a supported wireless device, such as a smartphone or tablet device ("**Mobile Apps**"). Customer agrees that, where required, the acceptance by its Users of terms of use or software associated with the use of a Mobile App is authorized by Customer and will be binding on Customer and each User. Bank is not responsible for any charges that Customer or its Users may incur from their telecommunications carrier in connection with use of a Mobile App. Customer acknowledges that the use of Mobile Apps presents unique risks, including the loss or compromise of a mobile device with a Mobile App and increased exposure to potential unauthorized access and to malware and similar software. Customer assumes all risks arising from the use of Mobile Apps by its Users and accepts responsibility for managing the security of its Users' mobile devices to combat these risks.

5. License, Representations and Warranties of Bank.

During the Term of this Agreement, Customer has a non-exclusive License to use the System and all related System software ("**Software**"), and all Implementation Materials, as in effect from time to time (collectively, "**Proprietary Data**") solely for the purpose of using the System and related Services in accordance with the terms and conditions of the Agreement. Customer acknowledges that the System

may be operated by or include Software or other Proprietary Data owned and copyrighted by third parties and is being made available or sub-licensed to Customer by the Bank, subject to the terms, conditions and limitations of the Bank's service and license agreement with such third parties. Customer acknowledges that it is not purchasing title to any Software or Proprietary Data, that such Software and Proprietary Data may not be copied or used independently of the System or related Service, and that no third party provides any support services, upgrades or technical assistance in connection with the software owned by it. Customer agrees not to decompile or reverse engineer any code contained in any Software. The Bank shall not be responsible for any computer virus or related problems that may be associated with the use of the System.

BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SYSTEM, EACH SERVICE AND ANY SOFTWARE AND PROPRIETARY DATA; WHICH ARE PROVIDED "AS IS." EXPRESS, IMPLIED OR STATUTORY INCLUDING WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO THIRD PARTY PROVIDER OF THE SYSTEM OR ANY SERVICE, SOFTWARE OR PROPRIETARY DATA MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THE AGREEMENT, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO STATEMENT MADE BY ANY REPRESENTATIVE OF BANK OR A SUPPLIER IN CONNECTION WITH THE SERVICES, ANY SOFTWARE OR SYSTEM OR THE AGREEMENT, SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

- 6. Fee Schedule.** Unless otherwise agreed by Bank with Customer in writing, Customer agrees to compensate the Bank for each Service in accordance with the Bank's Fee Schedule, subject to the fee waivers provided in the Response to the Request for Proposals incorporated herein and attached as Exhibit A . (collectively, the "**Fees**").

Customer hereby acknowledges receipt of the Bank's

Fee Schedule in effect as of the Effective Date. The Bank and Customer agree that the Bank's Fee Schedule in effect as of the Effective Date are to be applied retroactively to all accounts dating back to September 1, 2024. Unless other arrangements are made for payment of the Fees, Bank will automatically debit an Account in the amount thereof when due. Unless otherwise agreed in writing with Bank, any amendments to the Fee Schedule or new Fee Schedule provided by Bank shall be effective upon notice to Customer including notice sent electronically or posted to the System for the use of Services and view Account information. Customer understands that utilization of Services may cause Customer to incur charges and fees imposed by third parties, including, without limitation, charges imposed by any third-party telecommunication provider. Customer agrees that Customer will pay all additional charges in connection with or otherwise resulting from Customer's use of the Services. Bank agrees its Fees are reasonable and not greater than what Bank customarily requires from other customers for similar services.

7. Security Procedures.

(a) Commercially Reasonable Security Procedures. Customer will use the System, Services, and Software in accordance with the terms of the Agreement, including any Security Procedures offered and implemented by Bank in connection with the Services and as may be set forth in the applicable Product Enrollment form and Assignment of Security Procedures. Customer has reviewed the Security Procedures offered and recommended by Bank and agrees that such Security Procedures are commercially reasonable and suitable for Customer with respect to authentication of Customer's Payment Orders and other Instructions based upon Customer's intended use of the Services as communicated to Bank, including the size, type, frequency and volume of Customer's Payment Orders. The Security Procedures are designed to verify the authenticity of, not to detect errors in, Customer's Payment Orders and other Instructions, and Bank has no obligation to detect errors in Customer's Payment Orders and other Instructions. Any Payment Orders or other Instructions communicated to Bank in Customer's name in compliance with the Security Procedures, and all access to and use of Channels and other Services using the Security Procedures assigned to Customer, are considered authorized by Customer and

enforceable under the terms of the Agreement if accepted by Bank in good faith. Customer agrees that failure by Bank to use or comply with any Security Procedure shall not excuse Customer from its obligation to pay Bank the amount of any Payment Order made or authorized by the Customer or for which Customer is otherwise liable. Bank may implement different or additional Security Procedures for use by Customer from time to time upon notice to Customer, and Customer's continued use of the Services and implementation of those additional Security Procedures shall be Customer's agreement to such Security Procedures. Unless expressly stated otherwise in the Documentation, Bank will have no obligations under the Security Procedures and Customer agrees that failure by Bank to use any Security Procedures shall not excuse Customer from its obligation to pay Bank for the amount of any Payment Order made or authorized by Customer or for which Customer is otherwise liable.

(b) Rejection or Waiver of Security Procedures. If Customer chooses to communicate any Payment Order to Bank in a manner that varies from the Security Procedures, then Customer agrees to be bound by and pay for such Payment Order accepted by Bank in good faith, whether or not authorized, and Customer will be deemed to have refused the Security Procedures that Bank offers and recommends as commercially reasonable. However, Bank has no obligation to accept any Payment Order that is not communicated in compliance with the Security Procedures, and Bank shall not be responsible for refusal to act upon any Payment Order received which does not comply with the Security Procedures. Customer agrees that requesting that all or any part of any Security Procedure be curtailed, deactivated or otherwise modified, it has elected not to use other commercially reasonable Security Procedures or Security Procedures that are commercially reasonable if used without curtailment, deactivation or modification. Except as otherwise required by Applicable Laws, Customer agrees to be bound by and liable for all Transactions initiated using the Services and Security Procedures selected by Customer in the Schedules to this Agreement, including Transactions initiated using a Security Procedure that has been curtailed, deactivated, or otherwise modified or adopted by or at the request

of Customer, and all such Transactions shall be deemed authorized regardless of whether such Transaction was initiated by Customer or any other person authorized to act by or on behalf of Customer. Customer acknowledges and agrees that Security Procedures are in addition to and do not limit or otherwise revoke or restrict any separate Customer authority of any Authorized Person, any Administrator or other person (whether by course of dealing or otherwise) to authorize any action, Transaction or communication or otherwise act on behalf of Customer. Bank may also, from time to time, implement additional verification and identification steps, factors or procedures as it may deem necessary or appropriate, as an amendment to any Security Procedure selected by Customer or as an additional Security Procedure available to Customer; provided, that, no such amendment or adoption of a Security Procedure shall constitute an admission or other evidence that a Security Procedure was not commercially reasonable as and when previously selected by Customer.

(c) Safeguarding Security Procedures. Customer will establish and maintain the confidentiality of and security and control over those aspects of each Security Procedure communicated or entrusted to or created, established or selected by Customer, including but not limited to any identification codes, usernames, voice retrieval codes, passwords, access cards, access devices or code or password generating devices; all electronic, paper or other media on which any of the foregoing are maintained, recorded or stored, and each computer used to access the System or any Service. Customer further agrees that each person that is provided access or control over any of the foregoing shall be an Authorized Person and fully authorized to initiate Funds Transfers and other Transactions and use the, System, Services, and related Security Procedures as an authorized agent of Customer. If Customer believes that any Security Procedures have become lost, compromised or known to any unauthorized person, Customer shall immediately disable such Security Procedures and provide telephone notice to the Bank, followed by written notice.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF OR PROVIDING ACCESS TO INFORMATION OVER THE INTERNET AND THERE CAN

BE NO ASSURANCE THAT INQUIRIES OR TRANSACTION ACTIVITY WILL BE COMPLETELY SECURE OR FREE FROM DELAYS, MALFUNCTIONS, OR OTHER INCONVENIENCES GENERALLY ASSOCIATED WITH THIS ELECTRONIC MEDIUM. THE BANK MAKES NO REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT THAT A SECURITY PROCEDURE WILL BE EFFECTIVE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAWS AND PUBLISHED INDUSTRY BEST PRACTICES AND STANDARDS, THE BANK SHALL NOT HAVE ANY LIABILITY FOR THE BREACH OF A SECURITY PROCEDURE OR THE INTEGRITY OF ANY SYSTEM, OR ANY SERVICE.

(d) Transaction Monitoring. Bank may, in its sole discretion, implement internal monitoring systems to evaluate Customer Transactions and the risk of possible fraudulent activity. Such Transaction monitoring is part of Bank's internal processing and is not a component of the Security Procedures, and Customer agrees that the Security Procedures will be considered commercially reasonable regardless of whether they incorporate information from Transaction monitoring. Customer agrees that Bank may process Payment Orders and other Instructions verified by the Security Procedures and Bank will be considered to have acted in good faith and in compliance with the Security Procedures, regardless of the results of Transaction monitoring, including the detection of possible fraudulent activity; provided that Bank does not have actual knowledge that the Transaction is unauthorized and a reasonable opportunity to act on that knowledge. However, Bank reserves the right to reject Payment Orders and other Instructions verified by the Security Procedures in the event Bank identifies a risk of possible fraudulent activity and Bank shall not be responsible for its refusal to act upon any Payment Order or other Instructions based upon the results of Transaction monitoring.

(e) Access Through Third-Party Vendor. In certain instances, Bank may allow Customer to access the System, and other Services accessible to Customer through the System, by signing on through a Third-Party Vendor's internet site without logging in using the Security Procedures (referred to as "**Single Sign-On**" or "**SSO**"). Any SSO will be subject to the Third-Party Vendor's terms of use. In the event Customer accesses the System using SSO, Customer agrees that it has waived use of the Security Procedures to access the System, and that Bank may accept and act upon Instructions received using Security Procedures assigned to Customer following Customer's use of SSO. All use of the System and Instructions submitted

subsequent to SSO from a Third-Party Vendor's internet site will be deemed to have been authorized by Customer. Bank is entitled to rely upon, and treat as authorized and binding on Customer, each Instruction sent to Bank through the System by a User using the Security Procedures assigned to a User subsequent to SSO from a Third-Party Provider's internet site.

8. Protection Against Fraud and Unauthorized Transactions. It is Customer's responsibility to protect: (i) Customer's Account number(s) and other information related to Customer's Account; (ii) any access device or Security Procedures Bank provides for Customer's Account (such as a debit card) or equipment that may allow access to an Account; and (iii) Check stock and other paper Items. An unauthorized person's access to Customer's Account number may alone be sufficient to allow that person to initiate Unauthorized Transactions. Customer acknowledges that there is a growing risk of Losses resulting from Unauthorized Transactions. Bank offers services that help control the risk from unauthorized Items. Additionally, Bank strongly recommends that Customer impose a dual-control environment, maintain up-to-date virus protection software and firewalls, update employee access when employment is terminated or an employee is reassigned. If Bank has expressly recommended that Customer implement one or more of the services or controls listed above (or any other Service or control related to fraud prevention that Bank offers after the Effective Date of the Agreement) and Customer either decides not to use the recommended Service or fails to use the recommended Service in accordance with the applicable Service description or other documentation applicable to the Service, Customer will be treated as having assumed the risk of any Losses that could have been prevented if Customer had used the recommended Service in accordance with the applicable Service description or applicable documentation. As a result: (1) Customer will be precluded from asserting any claims against Bank with respect to any Unauthorized Transactions occurring in Customer's Accounts that the product or Service was designed to detect or deter, and (2) Bank will not be required to re-credit Customer's Account

or otherwise have any liability for such Unauthorized Transactions.

9. Electronic Statements; Email Communication; Reconciliation; Error Reporting.

(a) Electronic Statements. Customer will notify the Bank immediately upon detection of any incorrect or erroneous transmission, Unauthorized Transaction, dispute, irregularity, signature issues, alterations, discrepancy or other communication or similar matter (each, an **"Error"**) request or other unauthorized communication. If Customer has elected to receive statements electronically (**"Electronic Statements"**) for any Accounts used with any Service or has selected a Service that gives Customer access to Account statement and Transaction information, Customer must promptly and regularly access and review each Electronic Statement and accompanying items and other Account statement and Transaction information and immediately notify the Bank in writing of any Error. The Bank may, at the Bank's option, deliver disclosures, notices and other information to Customer electronically as part of an Electronic Statement or otherwise using the Service. Any applicable time period within which Customer must notify the Bank of Errors, shall begin on the earlier of (a) the date an e-mail is sent notifying the Customer of the availability of the Electronic Statement or other on-line Transaction confirmation or acceptance that first includes the Transaction or item in question, or (b) if the Customer has selected a service that allows Customer access to daily Transaction information, the first date on which the Transaction information or item is available on the System. Customer agrees to notify Bank immediately of any change to the e-mail address to which Electronic Statement notices are to be delivered. Customer should not rely on e-mail to communicate with the Bank immediately – for example, if Customer needs to report an Error from one of its Accounts or if Customer needs to stop a payment that is scheduled to occur. If Customer sends the Bank an e-mail message at the email address provided by Bank for the receipt of such notices, the Bank will be deemed to have received it on the following Business Day. Once received, the Bank will have a reasonable time to act on Customer's e-mail. Customer agrees that the Bank may respond to it by electronic mail with regard to any matter

related to a Service, including responding to any claim of unauthorized electronic funds transfer that Customer makes. Customer acknowledges that unencrypted e-mail is not a secure form of communication and that Customer's complete Account numbers, tax identification numbers or other confidential information should not be included in any unencrypted e-mail transmissions to the Bank.

(b) Customer Information Review. Customer is responsible for monitoring its use of the Services and all activity in its Accounts with Bank. Information regarding Transactions with the Services is reported on Customer's periodic Account statement and is available through any online reporting or inquiry functionality or Services. Depending upon the Services that Customer uses, Customer will have access to Account and Transaction information on a prior day, intraday and/or real time basis. Account and Transaction information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Customer's reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected. Customer understands and agrees to: (i) regularly review the Account and Transaction information (including Electronic Statements) that Bank makes available to Customer; and (ii) notify Bank as soon as reasonably possible of any Error

(c) Error Reporting. Customer understands that the nature of certain Transactions and Applicable Laws relating to certain Services require that Customer provide Timely Notice (defined below) of an Error in order to preserve or exercise rights against third parties that may have been the beneficiary of such Error. **"Timely Notice"** is defined as notice provided to Bank: (a) on the same Business Day with respect to any Payment Order (including any electronic funds transfer and any form of real-time payments), (b) the next Business Day for other Transfers, or (c) within fourteen (14) days for any other Instruction, transaction or Service (ninety (90) days in the case of Fees), following the date on which such information is sent by Bank or otherwise made available to Customer. If Customer fails to provide Timely Notice to Bank of any Error, then Customer shall be precluded from asserting such Error against Bank.

The Timely Notice requirement does not limit Bank's or Customer's rights to attempt to collect on unauthorized or fraudulent Transactions from other banks. Notwithstanding the forgoing, Bank reserves the right, in its sole discretion, to adjust Transaction records for good cause after the expiration of the Timely Notice time periods.

(d) Unauthorized Requests or Instructions. The Customer is solely responsible for all requests received by the Bank. If at any time the Customer suspects that an unauthorized request has been made or that Security Procedures assigned to Customer have or may have become known to any unauthorized person or party, THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE PHONE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT. BANK MAY REQUIRE WRITTEN CONFIRMATION AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS AS SET FORTH ON THE CONTACT US PAGE BELOW.

10. Limitations of Liability and Indemnification.

Notwithstanding any provisions of the Agreement providing to the contrary the Bank's liability to Customer for any loss or damage arising from or relating to the Agreement or any of the Services that are outside the scope of Article 4A of the UCC, regardless of the form of action, shall be limited to direct damages attributable to Bank's willful misconduct or negligence in performing the Services, and in no event shall Bank be liable for (i) any punitive, indirect, incidental, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages, (ii) the acts or omissions of a third party servicer or vendor used by Customer, or any loss, cost, damage or expense incurred by any person or entity in connection therewith, (iii) any loss, cost, expense, or damage to Customer in connection with any Communication Device, System or Customer's use thereof, excepting damages attributable to

Bank's negligence or willful misconduct, (iv) any interception of any information relating to the Customer or its transactions as a result of (A) Customer communicating information to the Bank, excepting damages attributable to Bank's negligence or willful misconduct or (B) use of the Internet or other System, or (v) any other matter, including without limitation, any act or omission by any other financial institution, funds transfer system, or any other third party, or for the inaccuracy or omission in a notice or communication received by Bank from Customer or any other third party. The Bank will be deemed to have exercised ordinary care if its actions or failure to act have been in conformity with this Agreement, the applicable Security Procedure and the Bank's then current procedures. Bank's liability hereunder for interest excess of the loss sustained by the Customer except to the extent otherwise required by UCC Article 4A or other Applicable Laws. In the event that Customer is entitled to interest on any unauthorized or erroneously executed Payment Order under UCC Article 4A, the Bank will not be liable for interest unless Customer notifies Bank in writing that such Payment Order was not authorized or properly executed within twenty (20) calendar days following Customer's receipt of notification either of the acceptance of such Payment Order or the debiting of such order to one of Customer's Accounts losses will be calculated in accordance with the RFP response as incorporated herein and attached as Exhibit A.

Customer shall indemnify and hold the Bank (including its officers, directors, employees, agents and Processors) harmless from and against any Losses, directly or indirectly, arising out of or related to (a) any claim by a third party alleging that any transaction or other activity contravenes or compromises the rights, title or interest of any third party, or violates any Applicable Laws, court order or other mandate or prohibition, (b) the breach of any representation, warranty, or covenant made by Customer to the Bank in this Agreement ("**Claim**"), or (c) any act or omission in any way relating to or arising out of this Agreement or any Transaction, except to the extent the Claim is caused directly by the Bank's negligence or willful misconduct, failure to

act in accordance with Customer's Instructions given pursuant to and in the manner required by this Agreement (provided that reliance, without further investigation, on any oral, telephonic, telegraphic, electronic, or written request, notice, or Instructions believed in good faith to have been given or signed by Customer will in no event constitute bad faith or willful misconduct by the Bank). This Section shall survive termination of this Agreement with respect to acts or omissions occurring during its Term.

11. Recording and Use of Communications. Customer acknowledges and agrees that all telephone conversations and data transmissions through or using the System or among or between Customer, Bank, and any third parties used by Customer or the Bank and their respective employees and agents and relating to the Services, may be recorded and retained by the Bank and the Bank's third-party service providers by use of any reasonable means.

12. Setoff and Security Interest. In addition to all rights provided by Applicable Laws, Customer agrees that any and all amounts on deposit in any Account maintained by Customer with Bank or any Bank Affiliate may be set off and applied against any liability in any currency Customer owes Bank under the Agreement, and any liability that any Customer Affiliate owes Bank or any Bank Affiliate. Customer further grants Bank a first priority security interest in all Accounts held by Customer now or in the future with Bank or any of its Affiliates to secure payment of any and all obligations under the Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by Bank.

13. Delivery of Financial Information. At least once every twelve (12) months Customer shall provide the Bank with such financial statements and other information as the Bank may reasonably request, including for purposes of evaluating Bank's risk of nonpayment under this Agreement.

14. Representations and Warranties of Customer.

Customer represents and warrants to Bank that (i) the execution and delivery of the Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to the Customer, or any

provision of the Customer's organizational documentation charter, articles of incorporation or by-laws or any other agreement binding upon the Customer, (ii) the officers executing and delivering the Agreement and the Documentation for and on behalf of Customer, are duly authorized to do so, (iii) the Customer and its Transactions will comply with all Laws and the authority granted by Customer to its officers, employees or Vendors executing such transactions, (iv) Customer will engage in Transactions as principal (or, if agreed in writing, including for any Affiliate as provided under the terms of this Agreement, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), and (v) each of Customer's Transactions has a business or commercial purpose and each Account is maintained by Customer for a business or commercial purpose. Bank, in accepting the Agreement, is acting and relying upon the foregoing representations and warranties. When Customer and Bank enter into any amendment or supplement to the Agreement, the Customer shall be deemed to re make the above representations and warranties as of the date of each and any such document. Bank has no responsibility with respect to any matter warranted by Customer.

15. Binding Nature and Assignment. This Agreement shall be binding on the Parties and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

16. Heading and Interpretation. The Schedule and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

17. Relationship of Parties. The Bank, in furnishing Services to Customer, is providing Services only as an independent contractor. The Bank does not undertake by this Agreement or otherwise to pay, perform or satisfy any obligation of Customer, whether regulatory or contractual.

18. Approvals Consents. Where agreement, approval, acceptance or consent by either Party is required by

any provision of this Agreement such action shall not be unreasonably delayed or withheld.

19. Use of Third Parties.

(a) Third Parties and Suppliers. Certain Services are provided by Bank through access and availability of third party networks. Customer agrees that Bank may disclose to any third party any information, including Confidential Information, regarding Customer as necessary to provide any Service and related support to Customer. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network and shall have no liability should such network become unavailable. Bank shall be entitled to perform any of its obligations and any of the Services offered under this Agreement through third-party subcontractors and/or agents (each, a **“Supplier”**) without the assignment or delegation of its rights and obligations hereunder. A third party network that is not hired by Bank to perform its obligations shall not be considered a Supplier. All expenses associated with hiring a Supplier shall be the responsibility of Bank. The performance of Services through a Supplier shall not relieve Bank of its obligations to perform fully under this Agreement

(b) Customer’s Vendors. If Customer hires, employs or engages any third party contractors, processor, a Third Party Service Provider, and/or agents (a **“Vendor”**) in connection with any Service, such Vendor is agent. Customer shall notify Bank of the name of any Vendor to whom it delegates its duties or responsibilities under this Agreement before that Vendor initiates any transactions or performs an obligation authorized or required under this Agreement. Customer agrees that it shall be solely responsible for ensuring its Vendor complies with Customer’s obligations under this Agreement (including the Security Procedures). Customer is bound by all acts and omissions of such Vendor. Customer confirms that it grants authority to those Vendors, whether or not so identified in accordance with this Section, to legally bind Customer with respect to its use of the Services. Customer is liable for (i) Vendor’s actual failure to comply with any of Customer’s obligations under this Agreement, (ii) all fees, costs and expenses owed to each Vendor for its services on Customer’s behalf, and (iii) any claims, damages, costs and expenses incurred by Customer

or Bank as a result of Vendor’s failure to perform, delay or error in performing services on Customer’s behalf. Vendor shall not have any claim against Bank for any Services provided on behalf of Customer. Notwithstanding the foregoing, Customer understands and agrees that Bank may refuse in its sole good faith discretion to accept any Instructions from such Vendor for any reason, but in no event shall Customer or Vendor have a cause of action, legal or equitable, against Bank for such refusal and Customer shall hold Bank harmless for such refusal.

Customer shall provide information, including financial information or information demonstrating the security procedures used by Customer or such Vendor or either such party’s compliance with Applicable Laws, which Bank may, in its sole discretion, require from time to time regarding Customer or any Vendor that Customer hires, employs, or retains in any manner, to initiate transactions or assume any of Customer’s duties under this Agreement. Customer understands and agrees that because of the risks involved in certain Services that Customer may utilize, Bank may refuse, in its sole discretion, to provide such Services to Customer if Customer or Vendor retained by Customer does not meet Bank’s qualification criteria. Neither Customer nor any other person or entity have the right to rely upon the determination made by Bank nor have a cause of action against Bank for or as a result of Bank’s determination. Customer agrees that it shall not allow any third party (including any Affiliates) to use a Service under this Agreement or to process such third party transactions through Customer or its Accounts without Bank’s prior written consent.

20. Amendments; Waivers. No delay or omission by either Party to exercise any right or power accruing upon noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power, or be construed as a waiver thereof. The terms and conditions of this Agreement, i may be amended or changed by the parties upon mutual written agreement No amendment or modification of this Agreement and no waiver of its terms will be valid unless set forth in a writing executed or delivered by the Bank. A waiver by either of the Parties of any of the covenants, conditions, or agreements to be performed by the

other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

21. Entire Agreement. This Agreement (including the Signature Agreement, Business Deposit Account Agreement and Disclosure, exhibits, and Schedules) constitutes the full and complete agreement between Bank and Customer regarding the Services and supersedes any other agreements expressed or implied. There are no understandings or agreements relative hereto which are not fully expressed herein and no change, waiver or discharge shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Agreement supersedes any and all previous agreements relating to the Services entered

into between Customer and the Bank.

22. Governing Law, ; Jurisdiction. Governing Law.

The Agreement shall be governed by and construed in accordance with federal law and the laws of the state where your Account was opened, without regard to the conflict of law provisions thereof (the "State"). This is generally the state of the banking office where we opened your Account, but we may transfer your Account to another banking office in the same state.

23. Arbitration Agreement.

(a) Disputes Subject to Arbitration. Customer and Bank agree that upon the election of either of the

parties, any dispute relating in any way to Customer's Account or transactions on the Account, or otherwise arising under this Agreement (a "**Dispute**") will be resolved by the dispute resolution procedures described herein, including binding arbitration in accordance with the terms of this Section (the "Arbitration Agreement"). A "**Dispute**" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this Agreement, Customer's Account, any transactions therein, and Customer's deposit relationship with Bank. A "**Dispute**" also includes any disagreement about whether the terms of this Arbitration Agreement are enforceable or valid, the meaning of this Arbitration Agreement, and whether a claim or disagreement is a Dispute subject to binding arbitration hereunder. A "**Dispute**" does not include our collection of a credit obligation.

(b) How to Resolve a Dispute. If a Dispute cannot be settled through informal discussions or negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If a Dispute cannot be resolved informally or through mediation, Customer and Bank agree to submit to binding arbitration as described herein; provided, however, that any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction. Arbitration may be demanded by either party before the institution of the judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and

expenses incurred by such other party in compelling arbitration of any Dispute.

(c) Governing Rules. Any arbitration proceeding will be: (i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict choice of law provision in any of the documents between the parties; and (ii) conducted by the American Arbitration Association ("AAA") in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). Rules and forms may be obtained from the AAA at adr.org or by calling (800) 778-7879 or such other toll-free support phone number as is posted on the AAA's website from time to time. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Dispute. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.

(d) No Waiver of Provisional Remedies; Self Help. This Arbitration Agreement does not limit Customer's or Bank's rights with respect to, and each party can exercise any lawful rights or use other available

remedies to do any the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctive relief, garnishment or attachment; whether before, during, or after the pendency of any arbitration proceeding. This paragraph does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

(e) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other Applicable Laws. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by Applicable Laws or regulation.

(f) Conflicts; Survival. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision in the document that is most directly related to the subject matter of the Dispute shall control. This Arbitration Agreement shall survive the closing of any Account(s) and the termination, amendment, or expiration of

any Service or this Agreement or any relationship between the parties.

24. Compliance with Applicable Laws. Customer represents, warrants, and covenants to the Bank that: (a) at the time each Transaction request (or any related adjustment, reversal or stop payment or posting requested or initiated by Customer) or any cancellation is executed, made or transmitted by the Bank, the information regarding it provided by Customer to the Bank is accurate and complies with the format and content specifications of the applicable funds transfer system rules and this Agreement, (b) if a transaction request requires the authorization of a third party, Customer will keep a copy of any required authorizations on file and make them available to the Bank upon request, (c) each transaction request initiated by Customer is in compliance with the Applicable Laws, including, without limitation, economic sanctions maintained by the United States Treasury Department's Office of Foreign Asset Control. Without limiting the generality of the foregoing, Customer agrees to be bound by the Operating Rules of Nacha and Subpart B of Federal Reserve Board Regulation J, as applicable and in effect from time to time. If the accounts to be debited and credited by a Transaction are both maintained by the Bank, the intra-bank transfer or related cancellation may be made by a book transfer rather than through a funds transfer system. If a Transfer request or cancellation relates to or is part of a Transaction, portions of which are subject to the Electronic Funds Transfer Act of 1978 and Federal Reserve Board Regulation E (the "**EFTA Act**"), as may be in effect from time to time, all actions and disputes between Customer and the Bank concerning that transfer or cancellation request shall be determined pursuant to Article 4A of the Uniform Commercial Code, except to the extent the EFTA Act otherwise requires. Customer agrees that its breach of this Agreement may cause irreparable injury to the other party, and agrees that the other party shall be entitled to seek temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation

25. Bank's Right to Audit. Upon Bank's request, Customer agrees to: (a) provide Bank with the records Customer maintains with respect to

Customer's use of the Services as required by Applicable Laws and the Agreement; (b) provide Bank with internal and external audit reports relating to Customer's use of the Services and operational processes and procedures; (c) provide Bank with such financial information and statements and other documentation Bank reasonably determines to be necessary or appropriate to enable Bank to evaluate its exposure or risk; and (d) permit Bank (including its regulators and auditors) reasonable access to the locations where Customer uses any of the Services during normal business hours to audit Customer's (including Customer's Vendors') compliance with the terms of the Agreement and Applicable Laws. Customer will cooperate with any such audit and provide, at Customer's expense, any information or documents as may be reasonably requested by Bank in the course of such audit. Customer shall provide Bank with any information necessary to conduct such audit (e.g. receiver authorizations, policies, procedures, etc.) within 10 calendar days from a date of a written request. The Customer's provision of information requested by the Bank is subject to Iowa Code section 22.7 (2024), as amended.

26. Force Majeure. Notwithstanding any other provision of this Agreement, the Bank shall not be liable for delays or failures in the performance or completion of any of its obligations under or with respect to this Agreement beyond its reasonable control, including without limitation, delays or failure directly or indirectly caused by fire, flood, storm, earthquake, strikes, lockouts, labor difficulties, sabotage, war, insurrection, military operation, national emergency, mechanical, electrical or computer system breakdown, riot or civil commotion; failures of transportation, communications or power supply; any regulation, order, requisition, request or recommendation of any governmental agency or acting governmental authority or the Bank's compliance therewith; or other acts of God or causes beyond Bank's reasonable control, whether similar or dissimilar to the foregoing.

- **Notices.** Except as otherwise provided in the Agreement, all notices concerning the administration of the terms of the Agreement between Customer and Bank (e.g.,

termination, breach, or waiver of rights) that are sent by either Customer or Bank shall be in writing and, if to Customer, addressed to Customer's primary mailing address as shown on Bank's records at such time, and if to Bank, addressed to "Treasury Management Administration" at the address(es) of the Bank set forth on the "Contact Us" page at the end of this Agreement, or at such other address as Bank may specify in writing from time to time. Any such notice will be effective either on the date it is actually received by the receiving party or five (5) days after it is mailed by first class mail whichever is earlier; provided, however, that any notice sent by Customer terminating the Agreement or a Service shall be rendered ineffective if Customer uses or avails itself of any such terminated Service after the date of termination contained in any such notice.

Notwithstanding the forgoing requirements, Bank may amend the terms of this Agreement (excluding the fees and pricing or any other terms in this Agreement) by providing written notice to Customer.. Additionally, Customer and Bank each acknowledge and agree that certain notices and communications, as specifically set forth in the Agreement or the Documentation, concerning the operation of Services and the communication of Transaction and other information with respect to the Services and Accounts, may be provided by the Customer or the Bank to the other party by telephone, fax or electronic transmission (including e-mail) in accordance with the information provided by the receiving party. Any such notice or communication provided by fax or electronic transmission will be effective upon transmission thereof to the receiving party, and any such notice given by telephone will be effective upon the receiving party's receipt thereof. Unless specifically stated otherwise, each party may rely on such notices or communications given by fax or electronic transmission as though they are originals. Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Documentation or Services requested by the Customer must be submitted in a form acceptable to the Bank, and no such requested addition, deletion or change will become operative or effective until the Bank confirms to Customer that such addition,

deletion or change has been implemented, which the Bank agrees to do within a reasonable period of time.

Each party is entitled to treat as authentic any notice, communication or Instructions believed by it in good faith to be genuine or to have been signed or authorized by an Authorized Person(s) of the sending party

27. Confidential Information. Bank acknowledges that it may obtain or have access to non-public personal information regarding Customer or its customers, and agrees to (i) maintain the confidentiality, integrity and security of such information, (ii) use such information only for the purposes set forth in this Agreement and the Account Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder, (iii) disclose such information only to its employees, Affiliates, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law, and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of Bank business) to ensure the security, integrity and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information.

28. Notice of Funds Transfers; Provisional Credits. The periodic Account statements and/or electronic reporting information, if subscribed to by Customer, provided to the Customer by the Bank will notify the Customer of funds transfer payments received by Bank for credit to one or more Accounts. Customer agrees that Bank will not be required to provide to Customer any other notice of such receipt of payments. All credits to any Account for funds transfers are provisional until Bank receives final settlement for the funds according to the rules of the funds transfer system by which such funds have been transmitted. Customer acknowledges and agrees that if Bank does not receive such final settlement, Bank is entitled to a refund and may debit the Account in the amount of such funds transfer credited to such Account.

29. Definitions. The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms. All references to “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.” “Unless otherwise defined herein, capitalized terms shall have the following meanings:

- a. **“Account”** means any deposit account maintained with Bank by Customer and any other account with Bank over which Customer has access to and control over any funds on deposit therein, and loans or other products you have with us.
- b. **“Applicable Laws”** means, as applicable to the Services, a party, or the activities of a party, any declaration, decree, directive, legislative enactment, order, ordinance, law, rule or regulation, or other binding restriction of or by any governmental authority (including any federal, State, municipal, local, territorial, or other governmental department, whether domestic or foreign), and the rules of the association or organization through which transactions are processed, including the Operating Rules. References to “Applicable Laws” shall mean such laws as they may be amended, modified or otherwise exist from time to time.
- c. **“Act of Insolvency”** means **“Act of Insolvency”** means, with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an

appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due.

- d. **"Affiliate"** shall have the meaning as set forth in the Signature Agreement.
- e. **"Authorized Person"** shall have the meaning as set forth in Section 2 above.
- f. **"Available Balance"** means the funds in your Account that are available to you to withdraw or transfer; to pay Checks and other Items; Payment Orders, and for all other use of the Services permitted under the Agreement in accordance with the Bank's Funds Availability Policy.
- g. **"Business Day"** means any day other than a Saturday, Sunday, holidays observed by the Federal Reserve Bank or other day on which Bank is required or authorized to be closed.
- g. **"Check"** means a draft that is payable on demand, drawn on, or payable through a United States financial institution, whether negotiable or not, and in whatever medium including an imaged or substitute check.
- h. **"Collected Funds"** means the positive balance, if any, of an Account, after settlement and processing of all other debits and credits to the Account at the close of each Business Day.
- j. **"Cut-Off Time"** means the time on any Business Day when Bank will no longer accept Payment Orders or other Instructions or process Transactions for that Business Day and any such Payment Orders or other Instructions received after such time, if accepted, will be processed as of the next Business Day.
- k. **"Documentation"** means any Set up Form(s), Implementation Materials or other documentation provided by Bank to Customer addressing the use of the Services.
- l. **"Error"** has the meaning as set forth in Section 9 of these General Terms and Conditions.
- m. **"Implementation Materials"** means all materials that explain or facilitate the use of a Service or System, including, without limitation, s, user booklets, operational manuals, Security Procedures, instruction and training materials,

and information provided by Bank relating to the Services.

- n. **"Instructions"** means any instruction (including any Payment Order or an application for credit), request, instrument, or other communication provided using Customer's Security Procedures, or otherwise provided by or on behalf of Customer to Bank to perform a Service or take action on behalf of Customer or its Accounts.
- o. **"License"** means the non-exclusive, non-transferable right to use, during the term of the Agreement, the Software, System or other intellectual property provided by Bank to use a particular Service.
- p. **"Losses"** means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) and all costs of settlement of claims.
- q. **"Nacha"** means the National Automated Clearing House Association.
- r. **"Operating Rules"** means the operating rules and guidelines of Nacha.
- s. **"Payment Order"** has the meaning as set forth in Article 4A of the UCC.
- t. **"Security Procedures"** means the Treasury Management Security Procedures provided by the Bank to Customer describing the procedure, access codes, passwords or other security devices required to access and use the Services securely, which may be provided in either a hard copy or electronic format, as may be amended by Bank from time to time.
- u. **"Services"** means the treasury management services described in the Schedule to the Agreement or otherwise incorporated herein.
- v. **"Set up Form"** means the forms completed by Customer or Bank at the direction of Customer requesting specific Services and may include: the Product Enrollment Form and Assignment of Security Procedures, Service specifics, such as procedures, specifications, Instructions, names of Authorized Persons, Accounts, and Cut-Off Times or deadlines, and any guides or materials describing to use of any Services or System, and shall include any other Customer election document all of which may be amended from time to time
- w. **"Software"** shall have the meaning in Section 4 of the General Terms and Conditions.

- x. **"Supplier"** has the meaning in Section 19 of the General Terms and Conditions.
- y. **"System"** means any method by which Customer may communicate with Bank for use of the Services, which may include, but not be limited to, Internet (including InBusiness , Remote Check Processing, and Lockbox) or other Web Browser, direct transmission File Transfer Protocol ("FTP"), Mobile App, SWIFT or other payment network offered by Bank from time to time.
- z. **"Transfer"** or **"Funds Transfer"** means an electronic transfer of funds from Customer's Account.
- aa. **"Transaction"** means executing an Instructions, including any Payment Order, on behalf of Customer as part of the Services.
- bb. **"Unauthorized Transactions"** means any unauthorized, altered, counterfeit, or to other fraudulent transactions or other transaction not originated, initiated or signed (if necessary) by Customer or an Authorized Person.
- cc. **"Uniform Commercial Code"** or **"UCC"** means the Uniform Commercial Code as adopted in the State.
- dd. **"Vendor"** shall have the meaning as set forth in Section 19 of the General Terms and Conditions.

Schedule 2 : INTERNET BANKING SERVICES

1. **System Access.** Customer may elect to use a Service and communicate with Bank with respect to such Service using one of Bank's Internet Banking Services (or **"IBS"**). Internet Banking Services may include from time to time when offered by Bank for a particular Service include, but are not limited to, Services such as In Business, Remote Check Processing, direct transmission (e.g., FTP), SWIFT or other payment network or association. IBS shall be deemed a **"System"** as defined in this Agreement. After completion of the required Set Up Form, completing the required testing, and upon notice from Bank, Customer may communicate instructions and other information, enter into Transactions and access certain Services as described in within this Agreement, by accessing IBS as assigned to or made available by Bank and selected by Customer for such Service. The IBS with respect to a Service may be mentioned within the Service Schedule or Set Up

Form and more than one IBS may be available for such Service. Customer and Bank agree that each IBS shall be considered a System under the terms of this Agreement and any applicable Schedule. Bank offers multiple methods for accessing IBS, including through the Mobile App and through a web browser ("Web Browser"). Customer may request to communicate with the Bank by sending messages via one of the Systems that Bank offers and supports for the use of the Services from time to time. These messages may include Instructions with respect to the Services (including Payment Orders), payment advices, and information reporting. Customer agrees to send and receive messages as set forth in the Set Up Form and in the format required by the Bank. Customer agrees to not send Instructions or other messages to the Bank that are not part of the Documentation or Service and will not send notices regarding the administration of this Agreement as set forth in the General Terms and Conditions. Customer agrees to comply with any applicable rules applicable to the type of IBS. Customer agrees with and authorizes Bank to debit and credit the applicable Account to provide the Services, and to execute the Instructions in connection with Customer's use of the IBS and such Service. The Services available through each of these methods may be limited. Not all IBS services are available from mobile devices and some IBS services may not be available from mobile devices that do not meet the hardware and software requirements established by Bank from time to time. At the discretion of Bank, IBS access via the Mobile App may not be available for certain types of Accounts, or Services due to security concerns or due to other Account restrictions.

2. **Security Procedures.** Customer agrees to comply with the Security Procedures required for each IBS. Customer acknowledges that the security procedures are for the verification of authenticity and not to detect errors in Transactions or Instructions. Customer warrants that no Authorized Person will be allowed to initiate Transfers without proper supervision and safeguards and agree to take all reasonable steps to maintain confidentiality of security procedures and any related security features.

Customer agrees to designate Authorized Persons to act on Customer's behalf, who shall have authority to

authorize all action necessary in the use of IBS or other System. Any Administrator or other Authorized Person authorized by an Administrator may designate the access and authority of Authorized Persons. Customer agrees that the Bank shall not be under a duty to inquire as to the authority or propriety of any Transaction made by Authorized Persons. Bank shall be entitled to act upon the Instructions of any person whom the Bank reasonably believes to be an Authorized Person, whether or not Customer has authorized such Instructions when received through IBS or other System. The Bank shall not be liable for any Losses arising out of any such Instructions.

Customer further agrees that the Bank will not be responsible or liable to Customer in any way if information is intercepted by an unauthorized person, either in transit or at Customer's place of business. Customer agrees to: (1) keep Customer's password(s) secure and strictly confidential, providing password(s) only to Authorized Persons on Customer's Account(s); (2) instruct each person to whom Customer gives password(s) that he or she is not to disclose it to any unauthorized person; and (3) immediately notify the Bank and select a new password(s) if Customer believes a password may be known to an unauthorized person.

BANK WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING CUSTOMER'S PASSWORD(S) THAT OCCUR BEFORE CUSTOMER HAS NOTIFIED BANK OF POSSIBLE UNAUTHORIZED USE AND BANK HAS HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. Bank may suspend or cancel Customer's password(s) even without receiving notice from Customer, if Bank suspects a password is being used in an unauthorized or fraudulent manner.

Customer acknowledges receipt of the Security Procedures for IBS and agrees that they are considered commercially reasonable Security Procedures as set forth in the Agreement for the instructions, Transactions, communications and Services accessed by Customer using IBS. Customer agrees to be responsible for each request, Transaction, or other communication initiated using the Security Procedures issued by Bank to Customer.

3. Customer Requirements. In connection with Customer's use of IBS, Customer must use a Web Browser or Mobile App, hardware, software and encryption that complies with the Bank's specifications therefore, which may be specified by Bank from time to time in the Documentation. Bank recommends that Customer have appropriate security measures for Internet use, including a proxy server and/or firewalls to control and protect Internet access. In no event will Bank have any liability in connection with and shall not be responsible for (i) inability to connect to or use IBS or any Service via the Internet or inability to communicate with Bank via the Internet or any website resulting from a problem with an Internet service provider or online service provider, failure of Customer's systems or otherwise, (ii) unknown hazards of Internet use, including, but not limited to interception of any information relating to Customer or its Transactions, which may include, but not be limited to, the use of spyware or "man in the middle" interception of information, or any application errors in or security breaches of any Internet browser, or (iii) any data that is lost or destroyed in connection with Customer's use of IBS.

Customer will (a) manage and administer the security of all communications from Customer to Bank, (b) designate employees of Customer authorized to use IBS to access information or transact business on behalf of Customer, (c) create user profiles, (d) enable or disable user identification, (e) enable, disable, or distribute access mechanisms, and (f) complete, execute, and modify any forms or Service-related Documentation deemed necessary by Bank to provide IBS. Bank may rely on all designations made by Customer until such time as Bank receives notice that such designations have been changed. Bank is not responsible for detecting errors in transmissions made by Customer using IBS

Schedule 3:

ELECTRONIC INFORMATION REPORTING

In connection with the Electronic Information Reporting Service (the "**Reporting Service**"), Bank will collect certain information with respect to Accounts (and/or accounts maintained with other financial institutions), the Service provided under this Agreement and Transactions involving Accounts, and Bank will make such information

available to Customer to be viewed electronically via an IBS or transmitted electronically, all as more specifically elected by Customer and described in the Documentation.

1. Interest Rate Reports. As part of its Reporting Service, Bank shall provide to customer a monthly Interest Rate Report (the ***“Interest Rate Report”***) that includes: (1) the interest rate used to calculate monthly interest on the Accounts and (2) interest rate calculations for interest earned on each individual Account. The Interest Rate Report can be provided electronically.

2. Balance and Transaction Electronic Transmission. Customer may elect to receive or have the Bank send Account balance and Transaction activity information reporting via electronic transmission directly to Customer or through other Systems offered by Bank from time to time as described in the Documentation; which may include, but not be limited to, SWIFT and elected by Customer in the Documentation. The Bank is not responsible for the content of balance or Transaction information received from third parties, even if such content or information is provided by Bank through a System.

3. Electronic Statements and Regulatory Information. Customer may elect to receive Account statements, account analysis and other information relating to Account activity or services, Transactional activity and/or Services used with the Bank and/or its Affiliates (***“Statements”***) electronically. Statements with respect to which Customer opts for electronic delivery (***“Electronic Statements”***) will be selected by Customer on the Documentation. By selecting electronic delivery of Statements, Customer consents both to electronic delivery of such Statements and to electronic delivery of regulatory information that the Bank or its affiliates would typically include in mailings of paper Statements, such as mandated disclosures (***“Regulatory Information”***). Electronic Statements and Regulatory Information will be made available for viewing and printing through Customer’s access via IBS or other System. Bank will make the Electronic Statements available after the Account’s Statement cycle. The Bank recommends that Customer enroll for email notifications offered through IBS in connection with Electronic Statements, which provide notice to the Customer that the Electronic Statements are available for viewing, however, the Bank will have no liability or responsibility for any failure or delay in such email notifications being provided. **Selecting electronic delivery of Statements and Regulatory Information will result in only electronic**

delivery (and NO paper delivery) thereof. Customer represents and warrants that it has the ability to receive, access and view the Electronic Statements and Regulatory Information by using IBS or other System and acknowledges that Customer’s receipt of the Electronic Statements and Regulatory Information is subject to the

terms of Schedule 2 of the Agreement. Notwithstanding the foregoing, the Bank may, at its option, deliver paper Statements and/or Regulatory Information at any time. In addition, Customer may request a paper Statement and/or Regulatory Information by contacting Customer's service representative. A fee may apply for such Customer requests. Email and IBS shall constitute a "System" and Electronic Statements shall constitute a "Service" for purposes of the Agreement.

4. Updating Information. Customer understands that certain information available to it in connection with the Electronic Information Reporting Service is updated periodically and therefore, at any point in time may not reflect the information on Bank's records at such time, as more fully described in the Documentation. Customer acknowledges and agrees that the Electronic Information Reporting Service does not include any recommendation, guaranty, representation or warranty whatsoever by the Bank. Bank shall not be responsible for errors in, or delays regarding, information provided to Bank by other financial institutions or other non-Bank sources. Customer understands and acknowledges that balances on all accounts and other information will be reported by Bank in United States Dollars (USD), regardless of whether the source Account or information is maintained

in USD or other currency.

Schedule 4: WIRE TRANSFER SERVICES

Subject to the terms and conditions of this Agreement, the Bank will execute Funds Transfers using the Wire Transfer Services (or "**Wire Services**") described in this Schedule in the amount and from one of Customer's Accounts, for credit or payment to another Account, or to an account at another financial institution (including such transfer made by Fedwire, SWIFT, or other electronic funds transfer system – excluding any ACH system) or internal Bank transfer, all as specified in each Payment Order (each a "**Transfer**" or "**Wire Transfer**"). Each Instruction submitted by Customer shall be considered Customer's Payment Order. Each instruction to initiate a Transfer shall be deemed Customer's "**Payment Order**"

1. Customer's origination of Payment Orders. Customer may use the Security Procedures assigned to Customer to originate Payment Orders for Bank to initiate Wire Transfers on Customer's behalf through a System as offered and permitted by Bank from time to time. Each

Payment Order must (a) be submitted in the format and contain the information required by Bank and actually received by the Bank; (b) designate the Customer Account from which it is to be paid; (c) not exceed the amount of the Available Balance in the designated Customer Account, or any applicable daily limits, or other restrictions or limitations established by the Bank or Customer; (d) is accepted by the Bank; and (e) otherwise complies with the terms of this Agreement. Any Payment Orders received after the Cut-Off Time on any Business Day may be treated as if they were received at the opening of the next Business Day. These Cut-Off Times are subject to change by the Bank from time to time in the Bank's sole discretion.

2. Right of Refusal. The Bank reserves the right to refuse processing of any Payment Order for any reason in our sole good faith discretion, including those issued against uncollected or insufficient balances. Nothing in this Schedule shall prohibit the Bank from debiting any Customer Account for any Wire Transfer executed by the Bank, even if the amount of the Wire Transfer creates or increases an overdraft in the Account. In the event an overdraft is created or increased, Customer shall deposit or transfer into the Account sufficient immediately available funds to pay the amount of the overdraft by the close of that Banking Day. Any overdraft existing at the close of a Banking Day is immediately due and payable without notice or demand. Nothing in this Agreement nor any course of dealing between Customer and the Bank constitutes a commitment or obligation of the Bank to lend money, allow the creation or increase of an overdraft, or otherwise extend any credit or advance funds to Customer to pay for any Transaction or Transfer made hereunder.

3. Notice of Failure or Rejection. The Bank will notify Customer if the Bank, any funds transfer system, or any other bank rejects or fails to execute a Wire Transfer. Bank will also notify Customer of the reason for the rejection or failure after the Bank receives notice of the reason. The notices provided under this paragraph shall be deemed commercially reasonable and effective when given or otherwise made available to Customer through its regular Account statement, any Electronic Statement or any System or other Service used by Customer, and Customer agrees that Bank shall have no liability for any failure or delay in providing such notice. Bank has no obligation to re-send a Payment Order that

is returned to us if we complied with terms of the original Payment Order.

4. Cancellation or Amendment of Payment Order. The Customer has no right to cancel or amend any Payment Order after it has been received by the Bank. However, to the extent permitted by Applicable Laws, the Bank will use its reasonable efforts to act on the Customer's request to cancel any such Payment Order before the Bank processes it, but the Bank will have no liability if such cancellation is not affected.

5. Processing Payment Orders. Following Bank's receipt and acceptance of a Payment Order, Bank will execute such Payment Order subject to the terms of the Agreement, including, but not limited to, the requirement that: (i) such Payment Order is received containing all information required by Bank; (ii) such Payment Order is received in the format and through the Channels or other transmission method required or permitted by Bank; and (iii) if required by Bank, Customer has paid Bank for the amount of the Payment Order, including Bank's Fees and any other applicable charges.

In the event of any inconsistency between the name and account number or identifying number in a Payment Order or other Instruction, Bank may, in its discretion, make the electronic funds transfer based solely upon the account number or identifying number set forth in such Payment Order or other Instruction, and Customer shall be responsible for any and all Losses incurred as a result of any such inconsistency. Customer is solely responsible for the content of each Payment Order and the accuracy and completeness of the information contained therein. Bank will rely on the information contained in the Payment Order in carrying out your instructions. No instructions or other restrictions accompanying your Payment Order shall be effective unless expressly accepted and agreed to in writing by Bank. Bank may in its sole discretion, but is not obligated to, require evidence of the authority of the person submitting the Payment Order to act on your behalf before accepting it for processing.

6. Security Procedures. Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the Wire Transfer Services and Payment Orders and that Customer's use of the Wire Transfer Services constitutes the Customer's acceptance of those Security Procedures

as commercially reasonable and otherwise subject to the terms addressing use of Security Procedures in Schedule 1 of this Agreement.

7. Unauthorized Payment Orders. Customer agrees to notify the Bank of any unauthorized Payment Order, any payment to a Beneficiary not intended by the Customer, any payment in an amount greater than the amount intended by the Customer and any Payment Order duplicative of a Payment Order previously sent by the Customer, along with the relevant facts relating to the error, immediately but no later than the next Business Day after the Customer receives notice from the Bank (or its Provider) with information that the Payment Order was accepted by the Bank or that an Account was debited with respect to the Payment Order. The Customer shall be liable to the Bank for any losses Bank incurs as a result of the Customer's failure to discover the error and notify the Bank. This duty on the part of the Customer to discover errors and notify the Bank shall also apply to amendments to Payment Orders.

8. Payment by Customer. Customer authorizes the Bank to debit its Account(s) as designated in the Set Up Form and Assignment of Security Procedures to initiate wire transfers based on the Payment Orders received by Bank and Customer agrees to pay to the Bank the amount of each Transfer no later than the date the Transfer is processed by the Bank even if sufficient funds are not in the Account and it otherwise creates an overdraft of each wire transfer. The Customer expressly acknowledges and agrees that for purposes of this Section, future dated wire transfers and international wire transfers are "processed" by the Bank on the date the Payment Order is received by the Bank, even though the date on which the related Transfer is affected may be a later date. If any Transfer creates an overdraft in an Account, then Customer agrees to promptly pay Bank on demand and in immediately available funds, the amount of any such overdraft with interest thereon at Bank's then existing overdraft rate for the period involved until such overdraft is paid in full, and Customer further agrees that Bank may debit any other Customer Account for such payment. The foregoing payment obligations will survive termination of the Agreement and this Article.

9. Intermediary Banks. Customer shall specify routing Instructions for wire transfers in any Payment Order communicated to Bank. If no such specification is made, Customer hereby instructs Bank to send Transfers

through such correspondent(s) as deemed appropriate by Bank in its sole discretion after consulting standard bank references as to correspondent relationships. In executing any wire transfers, the Bank shall use whatever funds transfer system, communications system, and intermediary bank is designated by the Customer, except where the Bank in good faith concludes that use of such funds transfer system, communication system, or intermediary is not feasible or would involve undue delay, in which case the Bank shall use such of the funds transfer systems and communications systems in which Bank participates, and such intermediaries, agents or sub-agents as Bank determines to be appropriate in connection with any such wire transfers. To the fullest extent permitted by law, (i) any such funds transfer system, communications system, or intermediary, agent or sub-agent shall not be a Supplier, and shall be deemed to be the agent of the Customer, and the Bank shall not be liable for any errors, negligence, suspension or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and (ii) Bank shall not be liable for any errors, mutilations, delay, misdelivery or failure of delivery in the transmission of any Transfers in connection with such Transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by the Customer.

10. Returned Wires (Incoming and Outgoing). In the case where wire detail (i.e. the information in the Payment Order received) does not match account information for any incoming Transfer, the funds will be returned to the originator and you may be subject to Fees

for such return. In the case where your outgoing wire detail (i.e. the information in the Payment Order that you originate to pay to a third party) does not match account information for any outgoing Transfer, the receiving bank may return the Payment Order and you may be charged Fees by Bank and/or a fee by the receiving bank.

Schedule 5: ACH ORIGATION SERVICES

ACH Origination is a Service that permits Customer (or its TPSP (defined below) as permitted by Bank) to initiate credit or debit ACH Transfers. Unless otherwise defined in this Agreement, capitalized terms used in this Schedule shall have the meanings provided in the Operating Rules. The term "**Entries**" shall have the meaning provided in the Operating Rules and shall also mean the data received from Customer hereunder from which Bank prepares Entries, each of which shall be deemed Customer's Payment Order. Customer (as "Originator") has requested to initiate Entries through the Bank (as "Originating Depository Financial Institution" or "ODFI") for the deposit ("**Credit**") and/or payment ("**Debit**") of money to and from the accounts of Receivers maintained

at Bank and at other Depository Financial Institutions ("**RDFIs**"), by means of the Automated Clearing House system ("**ACH System**"). Unless otherwise agreed by Bank in writing all such ACH Transfers shall settle in the United States.

1. Operating Rules/Regulations. Customer will comply with the Operating Rules in existence as of the date of this Agreement and as amended from time to time. The duties of the Customer set forth in the following paragraphs of this Agreement in no way limit the requirements of complying with the Operating Rules.

2. Customer Authorizations and Records Retention. Before the initiation by Customer of the first Credit Entry or Debit Entry to a Receiver's account, the Customer will obtain from each of its Receiver's an authorization to make one or more Entries to the Receiver's account. Each Entry thereafter will be made pursuant to such authorization, and Customer will not initiate any Entry after such authorization has been revoked or the arrangement between Customer and such Receiver has terminated. Customer will retain the original or a copy of each authorization, notice and other document required to be given to the Receiver under the

Operating Rules and will, upon request of Bank, furnish such original or copy to Bank within three (3) days of Bank's request, which shall be at the sole cost and expense of Customer.

3. Delivery of Entry Information.

- a. Customer delivery of Entries. Customer or a Customer Vendor may transmit Entries to Bank either via IBS, Direct File Transfer or other System as permitted by Bank from time to time. For the purposes of this Schedule any Customer Vendor shall be deemed a Third Party Service Provider as defined in the Operating Rules (a "**TPSP**"). Customer may also use IBS or other System to provide the information to create the Entries based upon the Applications made available to the Customer via IBS or other System. "**Applications**" are the features of the ACH Origination Services that allow a Customer to provide via IBS or other System the information relating to an Entry that Bank may then use to generate the ACH File. The Entries transmitted by Customer shall (i) be to the location and in compliance with the formatting requirements set forth by the Bank and as may be changed from time to time by Bank; (ii) not have an Effective Entry Date that is more than five (5) Business Days from the receipt of the Entry by Bank (with Collected Funds remaining in the Account until such future settlement date); and (iii) be in compliance with the requirements of this Agreement including, but not limited to, the Security Procedures and the Operating Rules. Entries shall be deemed received by Bank, in the case of Electronic Transmission, when the transmission in compliance with the Agreement is completed.
- b. Future Dated ACH Origination. The Customer will deliver each Entry or file of Entries to Bank no later than the established Cut-Off Time. All Entry information so delivered shall be in the medium required by the Bank and the format required by the Operating Rules. Unless otherwise agreed by Bank in writing:
 - i. **Credit Entries.** The Bank may require Credit Entries to be delivered on or before two Business Days prior to the effective date of the Entries contained within the file. Bank currently allows Entries to be received from Customer on the last Business Day prior to

the effective entry date; provided, that Bank reserves the right to change this procedure at its sole discretion upon notice to Customer.

- ii. **Debit Entries.** Debit Entries are to be delivered on or before one Business Day prior to the effective Entry Date of the Entries within the file.
 - iii. **Delays.** If Entries are not timely delivered by Customer as set forth above there may be a delay in settlement, and in such event, Customer agrees that Bank will be held harmless in the event settlement does not occur on the effective Entry Date.
- c. Same Day ACH Origination. Customer will deliver each same day ACH Entry or file of same day ACH Entries to Bank no later than the Cut-Off Time on the settlement date. Same day ACH Entries must comply with the Operating Rules and Bank's requirements and restrictions as disclosed to Customer from time to time.
4. **Effective Date for Entries.** The effective date with respect to an Entry shall mean the Business Day upon which the Entry is to be posted to the account of Customer's customer.
 5. **Rejection of Entries.** Bank may reject any Entry for any reason in good faith, including, but not limited to those Entries that either; (i) do not comply with the Agreement, (ii) exceeds the amount of the Available Balance in Customer's Account or exceeds the daily ACH limits established by Bank for Customer from time to time, or (iii) Bank reasonably believes violates Applicable Laws. Bank shall notify Customer by of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any Entry or the fact that such notice is not given or not given at an earlier time than that provided for herein.
 6. **Cancellation of Amendment of Entries.** Customer agrees that it has no right to cancel or amend an Entry after it has been submitted to Bank. However, if a request for cancellation or amendment is received by Bank prior to transmitting the Entry to the ACH Operator, Bank may use reasonable efforts to act on

such a request but shall have no liability if such request is delayed or not executed.

7. Reversal of Entries. Customer may initiate a Reversing Entry to correct an Erroneous Entry ("**Reversal**") and the Reversal must be transmitted to the Bank within twenty-four (24) hours of the discovery of such duplication or error so that it may be timely transmitted to the ACH Operator. Notwithstanding the foregoing, the Reversal must be transmitted to the Receiving ACH Operator in such time as to be transmitted or made available to the RDFI by midnight of the fifth (5th) Business Day following the Settlement Date of the Erroneous Entry. Bank may charge Customer and Customer shall reimburse Bank for any expenses, including internal employee time, legal expenses, losses, or damages that Bank may incur in effecting or attempting to affect Customer's request for the Reversal.

8. Inconsistency of Name and Account Number Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Customer, even if it identifies a person or entity not consistent with the named Receiver, and Customer remains obligated to pay the amount of the Entry to Bank notwithstanding the inconsistent nature of the information provided to Bank.

9. Security Procedures.

Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the ACH Origination Services and Payment Orders and that Customer's use of the ACH Origination Services constitutes the Customer's acceptance of those Security Procedures as commercially reasonable and otherwise subject to the terms addressing use of Security Procedures in Schedule 1 of this Agreement.

10. Settlement by Customer for Entries. Customer will maintain an Account at Bank to be used as a "**Settlement Account**" with balances sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited. Bank will either charge or credit Customer's Settlement

Account for any Credit or Debit Entry initiated by Customer on the Settlement Date. Customer will reimburse with good and immediately available funds in the amount required by Bank if, after settlement has been made by Bank, any Debit Entry is rejected, if any adjustment memorandum that relates to any such Debit Entry is received by Bank, or if an overdraft is created in any of Customer's Accounts to pay for any of Customer's Entries. Such reimbursement will be made on the date such rejection or memorandum is received by Bank. Customer shall maintain a sufficient Available Balance to pay Bank the amount of each Entry transmitted by Bank on the date the Entry is transmitted by Bank to the ACH Operator. In the event Customer does not have sufficient funds in the designated Account, Bank may debit any other Customer Account or create an overdraft in Customer's Account to pay for such Entries. Bank may provisionally credit Customer for Debit Entries on the Effective Entry Date of such Debit Entry, *provided, however*, that Bank may reverse such Entry if final payment is not received by Bank by the next Business Day. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT IT HAS RECEIVED NOTICE OF THE OPERATING RULE REGARDING PROVISIONAL PAYMENT AND OF THE FACT THAT, IF SUCH SETTLEMENT IS NOT RECEIVED, THE RDFI SHALL BE ENTITLED TO A REFUND FROM THE RECEIVER OF THE AMOUNT CREDITED OR DEBITED AND CUSTOMER SHALL NOT BE DEEMED TO HAVE SETTLED THE RECEIVER THE AMOUNT OF THE ENTRY.

11. Pre-Funding. Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date, or in the case of a Same Day ACH Credit Entry on the Settlement Date, of the ACH File for payment of any ACH Entries ("**Pre-Funding**"). Customer will provide immediately available funds sufficient to pay all Credit Entries initiated by Customer prior to initiating any Entries for which pre-funding is required. Bank will not be obligated to process, transmit, or settle for the Credit Entries received from Customer if an Available Balance is not on deposit if Customer is put on Pre-Funding. Bank may require Pre-Funding at any time without notice to Customer, provided, that Bank shall endeavor to provide notice to Customer prior to placing Customer's ACH Service on Pre-Funding. In the case of ACH Credit Entries originated by Customer, sufficient Available Funds must be in the Pre-Funding Account before Customer transmits the ACH File to Bank, and, in all instances, a minimum of

two (2) Business Days prior to Settlement Date, or Customer's ACH Credit Entries may not be processed. In the case of ACH Debit Entries originated by Customer, sufficient Available Funds must be in the Pre-Funding Account before Customer transmits the ACH File to Bank, and, in all instances, prior to Settlement Date, or Customer's ACH Debit Entries may not be processed. Bank is under no obligation to hold the ACH File until Available Funds are in the Account and then process same ACH File, although Bank may do so at its discretion. When the Bank holds the ACH File until the account is funded, if the account is funded after the effective date of the original file transmission, the effective date will be changed by the Bank to the earliest available Business Day and the ACH File will be processed. Bank is under no obligation to contact Customer in the event of insufficient Available Funds to process Customer's requested Entry. Should Bank process an ACH File against an Account with insufficient Available Funds, Bank is under no obligation to process subsequent ACH Files against an Account with insufficient Available Funds

12. Erroneous Entry. If the Customer discovers that any Entry it has initiated was in error, it must notify the Bank in writing of such error and must comply with the security procedures. The Bank will utilize its best efforts on behalf of Customer, consistent with the Operating Rules to correct the Entry, subject to the terms of Schedule 1 of this Agreement. In all such cases, it shall be the responsibility of the Customer to notify its affected customers that an Entry has been made, which is at variance with the customer's authorization or is otherwise erroneous. The Customer is responsible for the creation of reversing entries.

13. Rejected or Returned Entry. In the event any Entries are rejected or returned by the ACH Operator for any reason whatsoever, it shall be the responsibility of Customer to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Operating Rules, provided, however, the Bank shall remake such Entries in any case where rejection by the ACH Operator was due to mishandling of such Entries by the Bank and sufficient data is available to the Bank to permit it to remake such Entries. The Customer shall retain and provide the Bank on request all information necessary to

remake any files of Entries for three (3) Business Days after midnight from the day Entries are made to Customer's Account. In all other instances, Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to the Customer.

14. Representations, Warranties and Indemnification.

With respect to each and every Entry initiated by Customer, the Customer represents and warrants, and will be deemed to have made the same at the time each Entry is initiated by Customer, that a) each Entry complies with this Agreement and the Operating Rules, b) no warranties of an Originator and ODFI have been or shall later be breached, c) each Entry shall in no way violate any Applicable Laws, including the Electronic Fund Transfer Act and Regulation E, d) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry as required by the Operating Rules, (e) such authorization is operative at the time of transmittal or settlement by Bank as provided herein, (f) Entries transmitted to Bank by Customer are limited to those types of Debit Entries or Credit Entries given by Customer at the time of Set Up for ACH Services, and (g) Customer shall be bound by and comply with the Operating Rules as in effect from time to time, including, without limitation, the rule regarding making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry.

15. Bank's Responsibilities. In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof.

16. Customer's Rights to Refund for Debit Entries.

Customer acknowledges the right of a Receiver to obtain a refund of the funds debited from Receiver's account by such customer's sending of a notice to the Receiving Bank within applicable regulatory timeframes Such Receiver's notice must state the error, and demand that the amount of the Debit Entry be credited back to Receiver's account. Customer

agrees to promptly reimburse Bank for all funds Customer has received when Receiver follows the procedures described in this Section.

17. THIRD PARTY SERVICE PROVIDERS. If Customer hires, employs or engages a TPSP in connection with any ACH Service, such Customer Vendor is Customer's agent. Customer shall notify Bank of the name of any Customer Vendor to whom it delegates its duties or responsibilities under this Agreement before Customer's Vendor initiates any Transactions or performs an obligation authorized or required under this Agreement. Customer agrees that it shall be solely responsible for ensuring its' Vendor complies with Customer's obligations under this Agreement (including Security Procedures). Customer is bound by all acts of such Customer Vendor. Customer confirms that it grants authority to those Customer Vendors so identified in accordance with this Section to legally bind Customer with respect to its use of the ACH Origination Services. Customer is liable for (i) Customer Vendor's actual failure to comply with any of Customer's obligations under this Agreement, (ii) all fees, costs and expenses owed to each Customer Vendor for its services on Customer's behalf, and (iii) any claims, damages, costs and expenses incurred by Customer or Bank as a result of Customer Vendor's failure to perform, delay or error in performing services on Customer's behalf or comply with the Operating Rules. Notwithstanding the foregoing, Customer understands and agrees that Bank may refuse to accept any Instructions from such Customer Vendor for any reason, but in no event shall Customer or Customer Vendor have a cause of action, legal or equitable, against Bank for such refusal.

18. TERMINATION OF ACH ORIGINATION SERVICES. In addition to Bank's right to terminate Services under this Agreement, Bank reserves the right to immediately terminate in its sole good faith discretion, all or part of the ACH Services upon providing written notice to Customer, including, but not limited to, if the Customer in Bank's sole good faith discretion has an excessive number of Return Entries

19. Unauthorized Requests. The Customer is solely responsible for all requests received by the Bank. If at any time the Customer suspects that an unauthorized request has been made or that Customers access codes and/or login information

have or may have become known to any unauthorized person or party, **THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT, TO BE FOLLOWED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS INDICATED IN CONTACT US PAGE BELOW.**

20. ACH Daily Limits and Restrictions. The maximum daily ACH limit equals the amount of Credit Entries and Debit Entries transmitted by customer to Bank on a Business Day as well as the aggregate value of limits that may be transmitted with a common settlement day. This limit is subject to review at a minimum annually by Bank and may be changed at any time by Bank in its sole discretion. Bank may restrict the type of Entries that Customer may originate by Standard Entry Class ("SEC") Code in Bank's sole discretion. Customer can request the limit be reviewed at any time.

21. Provisions Applicable to ACH Third Party Senders. With respect to each and every Entry initiated by Customer, Customer represents and warrants to Bank and agrees that (a) Customer shall initiate Entries as a Third-Party Sender only in compliance with the provisions of this section after prior written approval by Bank, (b) in any case in which Customer acts as a Third-Party Sender with respect to the initiation of Entries on behalf of other Originators or Third-Party Senders, the Originator has agreed to assume the responsibilities of an Originator under the Operating Rules, and Customer makes the warranties and assumes the liabilities of an Originating Depository Financial Institution as provided in the Operating Rules, (c) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the debiting or crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (d) such authorization is operative at the time of transmittal or at the time of debiting or crediting by Bank as provided herein, (e) Entries transmitted to Bank by Customer are limited to PPD and CCD unless separately approved by Bank in writing, (f) Customer shall perform its obligations under this Agreement in accordance with all Applicable Laws, (g) Customer

shall be bound by and comply with the Operating Rules as in effect from time to time. Customer specifically acknowledges that it has received notice of the Operating Rules. Customer shall indemnify Bank against any claim, loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements, (h) Customer shall comply with Operating Rule requirements related to annual compliance audits and risk assessments and will implement a risk management program based on the results of those assessments, and (i) Customer will establish data security policies, procedures and systems with commercially reasonable authentication, authorization and encryption protocols.

23.1 Customer Acting as Third-Party Sender.

Due Diligence; Bank Approval of Originators. In any case in which Customer proposes to act as a Third-Party Sender with respect to the initiation of Entries on behalf of other Originators, Customer shall perform due diligence on each proposed Originator and provide a summary of the results of the due diligence to Bank upon such form, and in such format, as Bank may from time to time require. Customer's responsibilities shall include, but not be limited to, the following:

- a. Performing an initial check on the name of the proposed Originator against the OFAC List prior to entering into any agreement to provide ACH services to such Originator and repeating such check monthly, or as often as the OFAC List is updated, to ensure no match is found;
- b. Implementing and administering the requirements of Bank's Customer Identification Program ("**CIP**") for ACH Originators as may be adopted and provided to Customer from time to time;
- c. Obtaining general information on the proposed Originator including name, address, taxpayer identification or social security numbers, copies of corporate organization documents, identity of owners, type of business, purpose for the Transactions and similar general information. This information must be compiled and provided to Bank as required by Bank;

- d. Obtaining sample copies of ACH authorizations, customer contracts and related materials to be used by the Originator;
- e. Setting and enforcing Transaction exposure limits;
- f. Auditing and testing Originator authorization processes and quality;
- g. Monitoring forward and return Transaction volumes, dollars and rates; and
- h. SEC Code specific risk management requirements and warranties as required by the Operating Rules.

Bank will review the due diligence information provided by Customer and approve, deny or request additional information regarding the proposed Originator in a timely fashion. Customer will not transmit Entries from the proposed Originator until receipt of Bank's written approval.

Contract Requirements. Customer shall enter into an agreement with each Originator pursuant to which the Originator is bound by the Operating Rules and assumes the responsibilities of an Originator under the Operating Rules. Such agreement must contain an acknowledgment that Entries that violate the laws of the United States may not be initiated. Customer shall provide Bank with the form of agreement to be used by Customer with respect to this requirement, and Customer shall provide Bank with any amendments to such form agreement.

23.2 Customer Agreements with Others Acting as Third-Party Senders.

Due Diligence; Bank Approval of Third-Party Sender and Originators. In any case in which Customer proposes to act as a Third-Party Sender with respect to the initiation of Entries on behalf of another Third-Party Sender with whom the bank does not have a direct contractual relationship ("A Nested Third Party Sender"), Customer shall perform due diligence on each proposed Third-Party Sender and provide a summary of the results of the due diligence to Bank upon such form, and in such format, as Bank may from time to time require. Customer's responsibilities shall include, but not be limited to, the following:

- a. Performing an initial check on the name of the proposed Third-Party Sender against the OFAC List prior to entering into any agreement to

provide ACH services to such Third-Party Sender and repeating such check monthly, or as often as the OFAC List is updated, to ensure no match is found;

- b. Implementing the requirements of Bank's CIP for ACH Originators, as may be adopted and provided to Customer from time to time, with respect to the proposed Third-Party Sender;
- c. Obtaining general information on the proposed Third-Party Sender including name, address, taxpayer identification or social security numbers, copies of corporate organization documents, identity of owners, type of business, purpose for the transactions and similar general information. This information must be compiled and provided to Bank as required by Bank;
- d. Obtaining sample copies of Agreement between Customer and the additional Third-Party Sender;
- e. Ensuring that the Nested Third-Party Sender complies with annual Nacha Audit and Risk Assessment requirements. The Nested Third-Party Sender may not rely on an audit or risk assessment performed by another Third-Party Sender; it must conduct its own;
- f. Setting and enforcing transaction exposure limits;
- g. Auditing and testing Originator authorization processes and quality;
- h. Monitoring forward and return transaction volumes, dollars and rates; and
- i. SEC Code specific risk management requirements and warranties as required by the Operating Rules.

Bank will review the due diligence information provided by Customer and approve, deny, or request additional information regarding the proposed Third-Party Sender in a timely fashion. Customer will not transmit Entries from the proposed Third-Party Sender until receipt of Bank's written approval.

Contract Requirements. In any case in which Customer acts as a Third-Party Sender with respect to the initiation of entries for another Third-Party Sender, including instances in which there are multiple Third-Party Senders in the chain between Customer and the Originator, Customer shall require that (i) an agreement be entered into by each party in the chain pursuant to which each such party agrees to be bound by the Operating Rules, (ii) each Third-Party Sender shall agree in writing to

assume the responsibilities and make the warranties of an Originating Depository Financial Institution as provided in Sections 5.3 and 5.5 of the Operating Rules, and (iii) the Third-Party Sender whose relationship is with the Originator enters into an agreement, containing the provisions set forth in (a)(ii). Each of the aforementioned agreements must contain an acknowledgment that Entries that violate the laws of the United States may not be initiated. Furthermore, each of the agreements shall require the Third-Party Sender having a contract with the ultimate Originator to perform the due diligence required under (a)(i) and provide the results of the same to Bank for Bank's review and approval or denial of each proposed Originator. Customer shall provide Bank with the form of agreement to be used by Customer with respect to other Third-Party Senders, which must be agreed upon for use by Bank. Customer shall provide Bank with any amendments to any such form agreements prior to their use. Customer shall obtain the prior consent of Bank with respect to any Third-Party Sender or Originator on behalf of whom Customer intends to initiate any Entries.

Schedule 6: Business Bill Pay

You may use Business Bill Pay (the "Bill Pay Service") to direct Bank to make payments from your designated checking account to the Payees (anyone you designate to pay and, Bank chooses to accept, as a recipient of a bill pay transaction).

1. Administration and Authorized Persons. The Administrator will be granted access to Business Bill Pay. The Administrator may request Business Bill Pay access for additional Authorized Persons. Access rights for Authorized Persons may be modified by the Administrator once the Authorized Persons are granted access in Business Bill Pay. The Administrator will select desired levels of authority for each Authorized Person.

2. Managing Payees. Authorized Persons are permitted to add a new payment to a Payee by accessing the service and entering the appropriate information or add a new Payee. The Bank reserves the right to refuse the designation of a Payee for any reason. You may pay any Payee within the United States (including U.S. territories). The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

3. Bill Payment Daily Limits and Restrictions. Transfer Limitations: All services and transfers offered through this Agreement may incorporate restrictions on the dollar-value of transactions. The maximum daily limits are subject to review and may be changed at any time by Bank in its sole discretion. Customer can request the limit be reviewed at any time. Bank may restrict the type of payments that the Customer may originate.

4. Payment Processing Dates. Business Bill Pay functions on a "Due Date Model" wherein you will select the due date for your payment and Business Bill Pay will calculate the appropriate processing date based on whether your Payee is designated to receive payment electronically or by check. The system will display a calendar indicating the soonest available due date for your desired payment. Payments made electronically will result in a debit to your account on the due date. Draft checks are encoded with your account number and your account will not be debited until the check has been presented for payment by the Payee. The Cut-off time for scheduling of payments is on the business day immediately preceding the processing day.

5. Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules: If the recurring payment "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date. If the recurring payment "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees." **Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated

processing date, then the last calendar day of that month is used as the calculated processing date.

6. Cancelling a Payment. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. Once processed, you may not cancel or stop bill or payroll payments delivered electronically. You may place a stop payment on bill payments issued by check by contacting the Bank before the check is presented for payment. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Available Funds. Bank reserves the right to refuse or cancel any payment(s) if the full dollar value of any individual payment or of all outstanding payments submitted for processing is not fully supported by collected available balances at any point from the time the payment(s) is scheduled until funds are deducted from the Customer account.

8. Security Procedures. Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the Bill Payment Service and that Customer's use of the Bill Payment Service constitutes the Customer's acceptance of those Security Procedures as commercially reasonable, and subject to the terms Schedule 1 of this Agreement addressing Security Procedures.

9. Unauthorized Bill Payment Requests.

The Customer is solely responsible for all Bill Pay Service requests received by the Bank. If at any time the Customer suspects that an unauthorized Bill Pay Service request has been made or that access codes and/or login information have or may have become known to any unauthorized person or party, **THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT, TO BE FOLLOWED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS INDICATED IN CONTACT US PAGE BELOW.** CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF OR PROVIDING ACCESS TO INFORMATION OVER THE INTERNET AND THERE CAN BE NO ASSURANCE THAT INQUIRIES OR TRANSACTION ACTIVITY WILL BE COMPLETELY SECURE OR FREE FROM DELAYS,

MALFUNCTIONS, OR OTHER INCONVENIENCES GENERALLY ASSOCIATED WITH THIS ELECTRONIC MEDIUM. THE FINANCIAL INSTITUTION MAKES NO REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT THAT A SECURITY PROCEDURE WILL BE EFFECTIVE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE FINANCIAL INSTITUTION SHALL NOT HAVE ANY LIABILITY FOR THE BREACH OF A SECURITY PROCEDURE OR THE INTEGRITY OF THE SYSTEM OR ANY SERVICE.

Schedule 7: POSITIVE PAY AND ACH BLOCK / FILTER

The Bank strongly recommends that all of its customers take precautions to decrease the risk of unauthorized Transactions, including but not limited to, the use Services designed to detect and/or deter check and ACH fraud, such as Check Positive Pay and ACH Positive Pay which are automated fraud detection tools that match Check and/or ACH Transaction information provided by Customer with Transactions presented to Bank for payment.

1. Check Positive Pay

a. Issued Checks File for Positive Pay. Each time Customer issues Checks drawn on its Account(s) enrolled in Positive Pay, Customer will transmit a file with information about such Checks to Bank via IBS or other System (the ***“Issued Checks File”***). The Issued Checks File shall accurately state the Check number, Check date, and the exact dollar amount of each Check issued, and any other information required by Bank from time to time (collectively, the ***“Check Information”***). **The Issued Checks File must be transmitted and received by the Bank no later than the Cut-Off Time on the Business Day Customer issues the first Check included in the Issued Checks File.** Positive Pay is a next day process, which means the Exception Checks (defined below) being presented actually cleared Customer’s Account the night before as Checks are presented to the Bank through regular banking payment systems and provisionally paid.

b. Issues Checks File for Payee Positive Pay. If Customer subscribes to the Payee Positive Pay Service as indicated on the Set Up Form, the Issued Checks File must also include the Payee as it appears on the face of the Check, and the Payee shall be deemed included as part of

the ***Check Information***. Customer shall transmit the Issued Checks File to the Bank in a format and medium as specified by the Bank. **The Issued Checks File must be transmitted and received by the Bank no later than the Cut-Off Time on the Business Day Customer issues the first Check included in the Issued Checks File.** In the event of a failure of either Customer’s system or the Bank’s System and the Issued Checks File cannot be received by the Bank or the Bank cannot process the Issued Checks File, the Issued Checks File shall not be considered received, even if the Bank is in possession of the Issued Checks File.

c. Checks subject to Positive Pay and Payee Positive Pay Services. The Positive Pay and Payee Positive Pay Services apply to Checks that are presented for payment to us through normal interbank clearings. They are not designed to compare your Issued Checks File against Checks that are presented in any other manner (e.g., at a teller window, through an automated teller machine, or by mail). At our sole discretion, we may attempt to compare your Issued Checks File with such Checks; however, we will not be liable for our failure or refusal to do so. We may pay stale-dated and post-dated Checks unless you timely submit a stop payment order or notice of postdating for such Checks.

d. Processing, Exception Checks File. As Eligible Checks (defined below) are presented to the Bank for payment, the Check number, date, and dollar amount, and, if Payee Positive Pay is selected in the Set Up Form, the Payee, will automatically be compared to information in the Issued Checks File. Customer acknowledges that the read rate for payee positive pay is influenced by the Customer’s check stock and printing methods. Customer may be required to adhere to formatting requirements provided by the Bank in order ensure accuracy. Customer agrees that the Bank will pay Eligible Checks that exactly match the ***Check Information*** in the Issued Checks File without further inspection. If the Check number, Check date or dollar amount (and payee name as applicable) of an Eligible Check does not exactly match the information in the Issued Checks File, that Check (each, an ***“Exception Check”***) will appear on an Exception Report made available by Bank for review by Customer. Customer must then decision each of the Exception Checks presented and provide an Instructions to Bank whether to pay or return such Exception Check. ***“Eligible Checks”*** are defined as those checks appearing on their face to be drafted on Customer’s Account and presented to the

Bank through in clearings and at one of the Bank's branches.

d. Decision of Exception Checks. Subject to System availability, Customer will receive notice to review for Exception Checks at the email address established by an Administrator or other Users as designated by Customer and as posted by Bank to the System. In the event of the delay or failure of the ability of the Bank to deliver notice of review for Exception Checks, Customer remains responsible for reviewing the information on the System and reconciling its own Account records on a daily basis. No later than Cut-Off Time on the same Business Day that Customer receives notification or information is posted regarding an Exception Check, Customer must use IBS, or other System made available by Bank, to make a decision whether to pay or return the Exception Check. Any Exception Checks not decided by the Cut-Off Time will be handled according to the default decision type listed on the Set Up Form.

If Bank receives timely notification from Customer to return an Exception Check, Bank will stamp the front of the check with the appropriate reason code and return the check unpaid through the banking system. Customer may be required to submit additional documentation regarding the suspect item (e.g. an Affidavit of Forgery). In the event that IBS is not operational, alternative modes of communication will be utilized, including another System.

e. Failure to use Services. Customer the Bank's Positive Pay Services are intended to be used to identify and return Items which Customer suspects, in good faith, are fraudulent. The Positive Pay services are not intended to be used as a substitute for Customers placing stop payment orders on Items which Customer does not wish to be paid and which are not suspected as being fraudulent. If the Bank suspects or concludes, in its sole discretion, that Customer is using the Positive Pay services in violation of this condition, the Bank may require Customer to provide evidence that items the Bank returns pursuant to its instructions were in fact fraudulent. The Bank will hold Customer liable for losses the bank sustains on Items returned under the Positive Pay services which are not established as fraudulent items.

2. *Customer Liability for Issued Checks File.* Customer represents, warrants and agrees that each

Issued Checks File constitutes Customer's statement that all Checks listed on the Issued Checks File are properly payable by Bank. By transmitting an Issued Checks File to Bank, Customer represents and warrants that all Eligible Checks that match the ***Check Information*** on the Issued Checks File or for which Bank receives an Instructions to pay (by the default selected or otherwise) constitutes Customer's acceptance of such Eligible Check as properly payable and Customer agrees that Bank exercises ordinary care whenever it pays such Check and Bank may charge the Authorized Account and shall have no liability in connection with such Eligible Check. Customer understands that Customer will be liable under this provision for Checks fraudulently listed on the Issued Check File, and for Checks that may not be detected under the procedures identified by this Agreement, such as Checks with forged signatures or altered payee names, and Customer agrees to accept such risk of liability. Customer hereby assumes sole responsibility for determining if Checks presented for payment from the enrolled Account(s) are authorized to be paid from such enrolled Account(s), however, the foregoing is not intended to relieve the Bank of its obligation to compare ***Check Information*** under Section 1 above.

3. *Over the Counter Check Cashing.* The Customer acknowledges and agrees that the Bank may follow its normal check cashing procedures for any Check which is presented for payment in cash over the counter and drawn on an enrolled Account; provided that a teller may, but is not obligated to, determine whether Customer has authorized a Check for payment using the Positive Pay Service. Customer further acknowledges and agrees that Bank has no obligation to cash over the counter any Presented Check that is an Exception Check, and the Bank's refusal to do so shall not be deemed the wrongful dishonor thereof.

4. *ACH Positive Pay/Blocks*

a. Description of Services. The ACH Positive Pay Service allows Customer to establish the criteria under which Automated Clearing House Transactions ("ACH Transactions") associated with Customer's Accounts (each, an "Enrolled Account") will be paid or rejected by Bank based upon the initial setup of Customer's configuration and as such criteria is changed by Customer from time to time. Any Administrator or, at the designation of the any Administrator, other Authorized Persons, will configure approval criteria for ACH

Transactions or as to ACH Transactions for approved senders (collectively, "*Approved Criteria*"). In the event an ACH Transaction which does not conform to Customer's Approval Criteria posts to Customer's Account (an "Exception Item"), Customer will receive a notice to review (including via email to any Administrator or Other User) and decision the ACH Transaction through IBS. Notice of Exception Items will be produced on the Business Day in which any Exception Items are received and otherwise be posted to the System. In the event of the delay or failure of the ability of the Bank to deliver notice of review for Exception Items, Customer remains responsible for reviewing the information on the System and reconciling its own Account records. Customer acknowledges and agrees that it is Customer's responsibility to access the System or the applicable Services in order to view ACH Transactions and information regarding activity in the System or an Account, and otherwise take appropriate action in reaction to any such Notice of an Exception Item and in compliance with the terms of the applicable Service. Customer's receipt or lack of receipt of any notice has no effect on the validity of ACH Transactions or information.

b. Customer Responsibilities. Customer is responsible for reviewing all ACH Transaction activity and for decisioning Exception Items by the Cut-Off Time each Business Day ("**Pay/Return Decision**"). Customer will be required to complete a Written Statement of Unauthorized Debit for each Exception Item Customer designates for return and non-payment. Customer's Account will be credited by the opening of the Business Day following the return. ACH Transactions for which the Customer is the ACH Originator (i.e., ACH Origination Offsets) may not be returned. In the event Customer does not communicate the Pay/Return Decision on an Exception Item in accordance with the Cut-Off Time, Bank shall pay or return the ACH Debit in accordance with Customer's Instructions. All ACH Debits paid by Bank shall be posted to Customer's designated Account. Customer agrees that the return of any ACH Debits posting to an Account shall not be deemed a wrongful dishonor.

c. ACH Block. An ACH Block permits Customer to place a block on an Account where Customer may not want ACH Transactions allowed. ACH Debit Entries received prior to the setup of the ACH Block service (including ACH Positive Pay) may be posted to Customer's deposit account(s) in accordance with the Operating Rules.

5. **Customer Information.** Customer understands and acknowledges that, in order for Bank to perform the Services hereunder, Customer must provide all information required by Bank, including without limitation, the Instructions, in a timely manner, and such information must be accurate and complete. In the event that any such information is not timely, accurate and/or complete, Bank may be unable to reject an ACH Debit Entry (as defined in the Operating Rules) in accordance with Customer's Instructions, and, in this event and notwithstanding anything to the contrary in the Agreement, Bank shall not be liable for its failure to return such ACH Debit Entry or ACH Credit Entry.

6. **Entries not Subject to Debit Protection Services.** This Schedule in no way restricts Bank from charging the Enrolled Account for (i) the settlement activity related to the origination of ACH Credit Entries (as defined in the Operating Rules) authorized by Customer, (ii) any fees or other amounts owed by Customer to Bank or to a third party selected by Bank from time to time to provide specific services; or (iii) internal ACH Debit Entries originated through and by Bank.

7. **Limitation on Liability; Indemnification.**

In addition to the limits on Bank's liability as set forth in the Agreement, in no event shall Bank be liable for any Losses relating to paying a Check that was not properly payable, wrongful dishonor of a Check or Bank's or Customer's actions with respect to payment or return of any Check (under the UCC or otherwise) in accordance with the terms of this Schedule. Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the terms of the Agreement or Customer's Instructions. Customer expressly agrees that Customer's failure to timely direct Bank to return any Eligible Checks in accordance with the terms hereof will constitute acceptance by Customer of such Eligible Checks and each such Eligible Check will be properly charged against the Account on which it is drawn; the Bank shall have no liability in connection with such Eligible Checks. In addition to Customer's indemnification obligations in the Agreement, Customer agrees to indemnify and hold harmless the Bank against any and all Losses resulting directly or indirectly from: (a) claims or actions by third parties arising out of Customer's use of the Positive Pay Services, including any claim by a third party arising out of Bank's dishonor of Check as part

of performing the Positive Pay Services as directed by Customer, and (b) as a result of Bank's failure to honor any ACH Entry (as defined in the Operating Rules), including return or rejection of any ACH Debit Entry, to an Enrolled Account in accordance with Customer's Instructions.

Customer acknowledges that its failure to use services included in Schedule 6 above could substantially increase the likelihood of undetected fraudulent activity on Customer's Account(s) and that it is not unreasonable under the circumstances for the Bank to require Customer to use these services as appropriate upon request. Customer agrees that if it fails to implement these services following the Bank's request that it do so, Customer will be precluded from asserting any claim against the Bank for paying an unauthorized altered, counterfeit, or other fraudulent item that these services are designed to detect or deter, and the Bank will not be required to re-credit Customer's Account(s) or otherwise be liable to Customer for paying such item.

Third Party Suppliers – The Bank may use third Suppliers to provide some or all of the Services under the terms of this schedule. To the extent any Services in this Schedule are dependent on the Bank's ability to obtain or provide access to a third party network or distribution system and in addition to Banks limits on liability above, Customer agrees that if the network or system is not available for any reason, or in the event the Bank determines in its sole discretion that it is unable to continue providing third party network or system access, the Bank may discontinue the Services related to such networks or systems, or it may provide the Services through an alternative third party network or system. The Bank shall have no liability for any errors or the unavailability of any Supplier network or system used in providing the Services contemplated under this Schedule.

Schedule 7: SWEEP SERVICES

If Customer has elected to receive Sweep Services as set forth in this Schedule in more detail below (each, and collectively, referenced to as the "**Sweep Services**") Customer authorizes Bank and Bank agrees to automatically transfer money from one or more of Customer's Accounts designated in the Set up Form ("Sweep Account(s)") as follows: (i) using the Dynamic Business Sweep to sweep funds to a separate interest-

bearing account (the "**Deposit Account**") held by Customer with Bank; (ii) to and/or from a loan account maintained by Customer with Bank (the "**Loan Account**"); or (iii) for investment in a **Repurchase Agreement** (defined below) in accordance with the terms of this Agreement. If Customer has elected to receive, and Bank has agreed to provide, the Dynamic Business Sweep or the Repurchase Agreement Sweep Service, Customer has designated the balance it wants to maintain in Customer's Sweep Account(s) on the Set Up Form (the "**Target Balance**") and specific to the Repurchase Agreement Sweep Service on the Set Up Forms, the maximum daily investment amount (the "**Investment Amount**" which Investment Amount is subject to Bank's prior approval). Bank, without notice to Customer, shall have the right to increase or decrease the Target Balance and the Investment Amount without notice to Customer (including over IBS or other System), and, with the prior written consent of Bank and after completing new Set Up Forms, Customer may change the Target Balance and/or the Investment Amount. Any amount of Collected Funds in the Sweep Account that exceeds the Target Balance ("**Excess Funds**") shall automatically be earmarked for transfer. A Master Account under the terms of a ZBA relationship may be used as the Sweep Account. The Sweep Services described herein are provided by Bank to Customer solely as bona fide treasury management services. Bank does not undertake any fiduciary obligation to Customer with respect to Sweep Services. Bank's duties to act for Customer are solely mechanical and administrative in nature.

1. Loan Sweep

1. Applicability. The Loan Sweep may be available when customer maintains a Sweep Account at Bank and Bank also has extended a loan to Customer that is eligible for participation in the Loan Sweep Service. Following completion of the required Documentation and acceptance and approval of the Service by Bank, at the end of each Business Day, after giving effect to all debits and credits to the Sweep Account, there may remain in any or all Sweep Accounts a balance of Collected Funds that is either (a) less than the Target Balance or (b) in excess of Target Balance. Accordingly, Customer will desire to borrow and the Bank will desire to lend funds under the terms of the Loan Agreement ("**Loan Advance**") in an amount (which is the lesser of (i) the amount by which the Collected Funds balance is less than the Target

Balance or (ii) the amount which is available to be borrowed under the Loan each, the “**Loan Amount**”). There may be Excess Funds remaining in the Sweep Account(s) which Customer desires to remit to the Bank for application against the outstanding balance of the Loan (“**Repayment Transaction**”). Customer must select either of the Loan Sweep Service options on the Implementation Materials:

- (i) **One Way Sweep** – Loan Account to Sweep Account or Sweep Account to Loan Account, or
- (ii) **Two Way Sweep** – Loan Account to Sweep Account and Sweep Account to Loan Account.

If there are Excess Funds in the Sweep Account, Customer desires to remit to the Bank for application against the outstanding balance of the Loan (a “**Repayment Transaction**”). For purposes of this Service, the term “Transaction” shall mean either a Loan Advance Transaction or a Repayment Transaction, as applicable.

2. Initiation of Transactions.

- a. After the close of business of each Business Day, the Bank will determine (following the movement of an ZBA transactions) whether the amount of Collected Funds in the Sweep Account is less than or greater than the Target Balance.
- b. If the Bank determines that the amount of Collected Funds in the Sweep Account is less than the Target Balance, the Bank will initiate a Loan Advance Transaction, by charging the Loan in the Loan Amount and by crediting the Sweep Account in the Loan Amount, but only if all of the following are true: (i) Customer has not repaid or canceled the Loan; (ii) no default has occurred under the provisions of any Loan Agreement or this Agreement; (iii) no Act of Insolvency has occurred; (iv) the Bank has not made demand for payment under the Loan; (v) the Bank is not otherwise excused or prohibited under the provisions of any Credit Agreement or applicable law from making an advance to Customer; and (vi) there is available credit under the terms of the Loan.
- c. If the Bank determines that there are Excess Funds, the Bank will initiate a Repayment Transaction by debiting the Account and crediting the Loan in the lesser of: (i) the amount

of the Excess Funds; or (ii) the outstanding principal balance of the Loan.

- d. If Customer and the Bank have entered into any other agreement that authorizes the Bank to transfer any or all of the Excess Funds from the Account to another deposit or investment account, the provisions of this Agreement shall supersede the provisions of such other agreement.
- e. Customer hereby authorizes Bank to originate the Transactions as set forth above.

3. Incorporation. All Representations and Warranties that are included in any documentation of all previous Loan agreements between the Bank and Customer are hereby affirmed and remade by Customer upon each Loan Advance Transaction made under the terms of this Agreement. Customer agrees that all conditions precedent in the Loan Agreement must be satisfied prior to making any Loan Advance.

2. Dynamic Business Sweep

1. Definitions. For the purpose of this Dynamic Business Sweep Service, the terms have the following meaning:

- a. “**Dynamic Business Sweep**” – Product consists of two components, a Transaction DDA Account for check writing purposes, and an investment sweep account with an objective to provide a return on investment.
- b. “**Transaction DDA**” means a demand Account maintained at the Bank by Customer for check writing and other transaction oriented purposes.
- c. “**Investment Sweep Account**” means Customer balances in the Dynamic Business Sweep Program in excess of the Transaction DDA Target Balance, which have been swept from the Transaction DDA in accordance with Section 3 below.

2. Terms of Dynamic Business Sweep

- a. Authorization to establish Accounts. Upon completion of the Set Up Form and implementation by Bank, Customer authorizes the Bank to open an Investment Sweep Account for Customer.
- b. Authorization to process sweep Transactions.
 - i. Customer authorizes the Bank as its agent to debit or credit Customer’s

Transaction DDA for any debit or credit Transactions into or from the Transaction DDA in accordance with the terms of this Agreement and this Schedule. Should the Transaction DDA lack an Available Balance to cover presentments made, Customer authorizes the Bank to transfer funds from the Investment Sweep Account to cover such presentments.

- ii. Customer authorizes the Bank to invest balances in excess of Customer's Target Balance into the Investment Sweep Account. All such Transactions for the Investment Sweep Account shall be made in accordance with the sweep procedures described in sub-section 3 below.
- iii. Customer agrees that it will otherwise not have any access to the Investment Sweep Account.

3. Sweep Procedure. Customer authorizes the Bank to transfer funds between the Transaction DDA and the Investment Sweep Account as described below:

- a. Review of Account: The Bank shall review the balance of Collected Funds in the Transaction DDA after the Cut-Off Time each Business Day to calculate necessary transfers to or from the Transaction DDA.
- b. Collected Funds balance Above Target Balance: If, upon review of the Transaction DDA, the Bank determines that the Collected Funds in the Transaction DDA exceed the Target Balance, the Bank shall transfer from the Transaction DDA to the Investment Sweep Account, in minimum increments of one cent (\$.01), an amount of funds equal to the excess of the Transaction DDA Account balance over the Target Balance.
- c. Collected Funds balance Below Target Balance: If, upon review of the Transaction DDA, the Bank determines that the balance of Collected Funds is less than the Target Balance, the Bank shall transfer from the Investment Sweep Account, in minimum increments of one cent (\$.01), an amount of funds equal to the difference between the Transaction DDA balance and the Target Balance or the entire balance in Customer's Investment Sweep Account, whichever is less.

- d. Termination: Upon termination of the Service, all of the funds in the Investment Sweep Account will be transferred to the Transaction DDA.

4. FDIC Insurance. Funds in Customer's Transaction DDA and Investment Sweep Account are deposits insured by the FDIC up to the maximum amount permitted by law for funds held in transaction Accounts in the same ownership capacity.

3. Repurchase Sweep

- 1. **Applicability.** This Repurchase Sweep Service (or, for purposes of this Section, the "**Services**") sets forth the terms and conditions on which the Bank ("**Seller**") will from time to time sweep funds from Customer's ("**Buyer's**") designated Sweep Account and use such funds to purchase securities owned by Seller ("**Securities**"), with a simultaneous agreement by Buyer to transfer to Seller such Securities on the next Business Day, against the transfer of funds by Seller to Buyer's account. For purposes of this Section, each such transaction shall be referred to herein as a "**Transaction**" and, unless otherwise agreed in writing, shall be governed by this Agreement. **The terms of this Agreement, together with this Schedule 7, supersede and replace any existing agreements between the parties containing terms and conditions for sweep repurchase transactions, including any "Master Repurchase Sweep Agreement" entered into by and between Buyer and Seller.**

- 2. **Definitions.**

- a. "**Confirmation**" has the meaning specified in Paragraph 3(c) hereof;
- b. "**Income**" means, with respect to any Security at any time, any principal thereof and all interest, dividends, or other distributions thereon;
- c. "**Price Differential**" means, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously

paid by Seller to Buyer with respect to such Transaction). The Pricing Rate is not necessarily related to the yield on the Purchased Securities;

- d. **"Pricing Rate"** means, the per annum percentage rate disclosed by the Seller from time to time on each Confirmation and is subject to change on a daily basis;
- e. **"Purchase Date"** means, each date on which Purchased Securities are to be transferred by Seller to Buyer;
- f. **"Purchase Price"** means on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer;
- g. **"Purchased Securities"** means, the Securities transferred by Seller to Buyer in a Transaction hereunder;
- h. **"Repurchase Agreement"** means an agreement whereby Buyer purchases undivided fractional ownership interests in Securities owned by Seller, and Seller agrees to repurchase such Securities at the Repurchase Price.
- i. **"Repurchase Date"** means, the date on which Seller is to repurchase the Purchased Securities from Buyer;
- j. **"Repurchase Price"** means, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction.

3. Sweep Procedures; Confirmation; Transaction Termination.

- a. Buyer authorizes and instructs Seller to initiate a Transaction after the Cut-Off Time each Business Day to purchase Securities with an aggregate Purchase Price equal to the sum of (i) the amount equal to the Excess Funds, plus (ii) the amount of any Price Differentials payable to Buyer but not otherwise included in such Collected Funds. The Repurchase Date for each Transaction shall be the next Business Day following the Purchase Date. Buyer authorizes Seller to transfer the Purchase Price for each Transaction from the Sweep Account as described above. Seller shall not be obligated to sell an interest in Securities to Buyer or otherwise sweep the Investment Amount on any Business Day, even if the balance in the Sweep Account contains Excess Fund and without notice to Customer, shall have the right to increase or decrease the Investment Amount that will be allowed to be invested in Securities.

- b. On the Purchase Date for each Transaction, the Purchased Securities shall be noted on the books of the Seller's Custodian as securities sold under an agreement to repurchase.
- c. Seller shall promptly deliver to Buyer a written confirmation of each Transaction (a **"Confirmation"**). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth: (i) the Purchase Date, (ii) the Purchase Price, (iii) the Investment Amount, (iv) the Repurchase Date, (iv) the Pricing Rate or Repurchase Price and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation will be delivered by United States Mail as directed by Customer in the Set Up Form; provided, that Bank may deliver the Confirmation electronically to any Administrator or by posting on the site for the Service. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.
- d. At the opening of business each Repurchase Date, all outstanding Transactions shall terminate and Seller shall repurchase all Purchased Securities. At that time, Seller shall pay Buyer, by credit to the Sweep Account, the Purchase Price of the Purchased Securities repurchased, which shall be the same as the Purchase Price paid under Paragraph 3(a).

4. Handling of Purchased Securities. The Purchased Securities in each Transaction will have a market value that equals or exceeds the Purchase Price and shall be held by Seller or maintained through an account at another institution under the control of Seller and will not be delivered out to Buyer.

5. Price Differential. On each Business Day, Seller will pay to Buyer, by credit to the Sweep Account or by inclusion in the Purchase Price for Transactions initiated that day, the aggregate amount of all accrued and unpaid Price Differentials for repurchases of Purchased Securities.

6. Income Payments. Seller shall be entitled to receive an amount equal to Income paid or distributed on or in respect of the Securities, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall receive a payment of Income upon repurchase of the Securities from Buyer paid to the Sweep Account.

7. Security Interest. Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

8. Payment and Transfer. Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be transferred on the book-entry system of a Federal Reserve Bank or other custodian appointed by Bank from time to time, or (ii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

9. Segregation of Purchased Securities. To the extent required by Applicable Laws, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to a Transaction. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary, custodian or a clearing corporation.

10. Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities. Seller is not to substitute other securities for those subject to this Agreement and therefore must keep Purchased Securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Purchased Securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Purchased Securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and

may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy any lien or to obtain substitute securities.

11. Intent. The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

12. Disclosure Relating to Certain Federal Protections. The parties acknowledge that they have been advised that:

- a. in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("**SEC**") under Section 15 of the Securities Exchange Act of 1934 ("**1934 Act**"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("**SIPA**") do not protect the other party with respect to any Transaction hereunder;
- b. in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and
- c. **FDIC INSURANCE. Customer acknowledges that Bank is a bank with its deposits insured by the Federal Deposit Insurance Corporation ("**FDIC**").** Buyer acknowledges that the Transactions and Purchased Securities are:
 - Not FDIC Insured;
 - Not deposits of Seller; and
 - Subject to investment risks, including the possible loss of the principal amount invested.

In the event of the failure of the Bank or Bank closure, the availability of FDIC insurance will be determined

after giving effect to all sweeps scheduled to occur under this Agreement before the cut-off time established by the FDIC, which may be earlier than the Cut-Off Time specified in this Agreement. Any funds remaining in the Sweep Account after the FDIC's Cut-Off time will be deposits insured up to the maximum amount permitted by law for deposits in the same type of account and same ownership capacity. The Buyer will have a secured claim against the Seller for the value of any Purchased Securities that have not been repurchased by the Seller as of the FDIC's cut-off time. Buyer may become an unsecured creditor of Bank if the market value of the Securities purchased falls below the purchase price plus the amount of Income due to Buyer.

- d. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

3. Bank Discretion; Limitation on Liability. The authority granted to Buyer by Seller to perform any of the Sweep Services in this Schedule shall continue until the termination of the Agreement or this Schedule. The Seller may perform the Sweep Services each Business Day or at some other frequency selected by the Seller. Notwithstanding any terms in the Agreement to the contrary, the Seller shall not be liable for the Customer's loss of any interest income or payment of interest resulting from the Seller's failure or delay in (i) investing the Buyer's funds in a Repurchase Agreement, the Purchased Securities, interest bearing deposit account or other Sweep Service or (ii) repayment of any loans or extension of credit to Customer using a Sweep Service. The Seller shall not be obligated to sell an interest in Securities to the Buyer or otherwise sweep the amount of Collected Funds to another Sweep Service on any Business Day, even if the balance of Collected Funds in the Sweep Account or other Account exceeds the Target Balance.

4. Termination. In addition to the termination rights set forth in the Agreement, either party may terminate any or all of the Sweep Services under this Schedule immediately by either: (a) giving prior notice in writing to the other party, and (b) in the event of the unavailability

of any of the Sweep Services options described above, including Seller discontinuing offering any of the Sweep Services. Notice is effective upon receipt; *provided, however*, that the Seller shall have a reasonable amount of time to act on such notice.

Schedule 8: REMOTE CHECK PROCESSING

- 1. Background.** Under the terms of this Schedule, Bank offers Customer the ability to remotely deposit checks to an Account, including through IBS, (or other online System as offered from time to time) the use of Scanner Equipment, (defined below) or through a Mobile App (collectively, the **"Remote Deposit Services"** or **"Services"**) or through the use and delivery of an X9.37 file. Bank will notify Customer if and when the Remote Deposit Services become available for use.
- 2. Customer Obligations.** Customer represents and warrants that with respect to each Check processed by Customer hereunder and the corresponding Electronic Item: (i) the Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Electronic Item; (ii) the Electronic Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and (iii) the Electronic Items are submitted with all transfer and presentment warranties made under Applicable Laws and the Account Agreement.

3. Definitions. For purposes of this Schedule, the terms below are defined as follows:

a. **"Authorized Equipment"** means equipment that has been approved by Bank for use with the Software and Service to scan Checks for deposit, and which may include a Mobile Device.

b. **"Check"** means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, U.S. Treasury Checks, money orders and travelers cheques, and payable or endorsed to Customer, and specifically does not include any Ineligible Items. Note: Bank processing of items that do not meet this definition

shall not constitute a waiver by Bank or obligate it to process nonconforming items in the future. Bank may discontinue processing of nonconforming items at any time, without cause or prior notice.

c. **“Electronic Item”** means a digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item (such as items processable through the automated clearinghouse (ACH) system) approved by Bank for processing through the Services. Bank reserves the right to review and approve any Electronic Items that are designed in the future.

d. **“Image Exchange Item”** means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

e. **Ineligible Items:** means each of: Checks that are not payable to you or third party checks (checks not payable to the legal business name and/or trade name for the business checking account where the funds are being deposited); Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; U.S. savings bonds and other non-check items, Items drawn on banks outside the U.S., Items drawn in a foreign currency, paper draft without MICR printing, remotely created checks, Checks drawn against a line of credit; and substitute checks.

f. **“Payor Financial Institution”** means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

g. **“Regulation CC”** means 12 C.F.R. Part 229, as it may be amended from time to time.

h. **Scanner Equipment** means the scanner identified in the Documentation for use with the **Services**.

i. **“Substitute Check”** means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

j. **“United States Financial Institution”** means (i) a bank chartered by any state government located in the United States or under the National Bank Act any person; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury or the U.S. Postal Service.

4. SERVICE TERMS AND CONDITIONS

1. Bank’s Responsibilities.

- a. As part of the Services, Bank will accept for deposit to the designated Account those Electronic Items that are transmitted to Bank in compliance with this Agreement and this Service Schedule. Electronic Items shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the specifications set forth in the Documentation. If the Electronic Items are not complete, are not useable, or do not adhere to such specifications, the images may not be processed by Bank, in which event Customer's deposit will be adjusted and notification will be provided. Customer agrees that the Bank may limit the dollar amount or number of Electronic Items that may be deposited on any day or a monthly basis, and that such limits may differ depending on the Authorized Equipment used by Customer.
- b. For all Electronic Items processed by Bank for Customer pursuant to the Services, Bank may act as the reconverting bank, converting digitized images of Electronic Items into Substitute Checks and presenting the Substitute Checks to established endpoints for payment.
- c. Bank will provide Customer an e-mail notification of Customer's transmission of Electronic Items as outlined in the Documentation; provided, that Bank shall have no liability for any failure or delay in providing such notification.
- d. Customer's Electronic Items will be processed after Bank has received Customer's transmission of the Electronic Items and verified that the specifications are met as required above. Unless Bank notifies Customer otherwise, Bank will provide same day credit to the Account for all Electronic Items transmitted by Customer and received by Bank in accordance with the requirements of this Agreement and the Documentation, and prior to the Cut-Off Time established by Bank; which may be modified by Bank from time to time.
- e. If a Payor Financial Institution returns an Electronic Item to Bank, Bank will charge the Account for the amount such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Electronic Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties.

If a Payor Financial Institution or other third party makes a claim against Bank or seeks a re-credit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

- f. Bank may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if Bank has reason to believe that there has been a breach in the security of the Services, fraud involving Customer's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. Bank reserves the right at any time to process Electronic Items on a collection basis.

2. Customer Responsibilities.

- a. Customer is solely responsible for the quality, completeness, accuracy, validity and integrity of the image. Customer is solely responsible if Customer, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to Bank or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to Bank.
- b. Customer will implement Security Procedures so that no individual will be allowed to initiate electronic transmissions or submit Electronic Items using the Services without proper authorization, supervision, and safeguards, and agrees to take all reasonable steps to maintain the confidentiality of the Security Procedures and any related security features.
- c. Customer may use only Authorized Equipment in connection with the Software. Unless otherwise provided in an addendum to this Agreement or in a separate agreement, Customer, and not Bank, shall be responsible for ordering, obtaining and maintaining all Authorized Equipment.
- d. Customer will use the Authorized Equipment and the Services, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all Security Procedures described in the Documentation, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Services. Customer will be responsible for cost of equipment and/or replacement of such, if

authorized equipment is damaged due to negligence on their part.

- e. Customer will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check, corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such person will be asked to make payment based on an item that it already has paid.
- f. Customer will retain each Check for a reasonable period of time, but in no event fewer than 30 days after such Check has been digitized and processed. Customer will store the Checks in a secure container located in an area that restricts the possibility that the non-public information contained in the Checks can be accessed by unauthorized persons, or that the Checks could be accidentally reprocessed and deposited at a future date. Customer will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Subsequent to the aforementioned retention period, but no later than 60 days after processing, it is the responsibility of Customer to destroy the original Checks in a manner that will prevent the disclosure of the non-public information (e.g., Account numbers) contained in the Checks and prevent redeposit.
- g. In the event of lost, mistaken, incomplete or unusable Electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate fully with Bank in providing information, including access to such records.
- h. In the event that communication, equipment or software outages prevent Customer from electronically transmitting Electronic Items to Bank, whether or not the fault of Customer, Bank, or a third party, the Customer will physically transport Checks and deposits to the closest office of Bank and make such deposits until such time that the outage can be identified and resolved. Customer agrees to bear all of its expenses associated with this contingency plan.

- i. Upon request, Customer will grant Bank the opportunity to conduct audits of Customer's compliance with this agreement. Such audits may include, when appropriate, onsite evaluations of Customer's physical and information security controls. In the event Customer security controls do not meet commercially reasonable standards, Bank reserves the right to provide notice to Customer immediately terminating the Service.
 - j. If a file contains items ineligible for the service, the Bank will reject those items, i.e.: illegible checks, foreign checks, items previously converted to Substitute Checks, unreadable MICR, etc. The Bank will notify Customer of any such exception items when they occur.
- 3. Requirements:** Each Check image must provide all information on the front and back of the original Check at the time presented to Customer by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- 4. Endorsements and Procedures:** Customer agrees to restrictively endorse any items transmitted through the Service as "For Remote Deposit Only to *"Insert Bank Name"*" or "For Mobile Deposit Only" or as otherwise instructed by Bank. If Customer does not endorse deposits as requested, Customer's item may be rejected. If Customer's deposit is rejected Customer will not be able to resubmit the deposit via Remote Deposit and must deposit it at a branch location. Customer agrees to follow any and all other procedures and Instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by Customer will be Customer's responsibility. The Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.
- 5. Receipt of Deposit:** All images processed for deposit through Mobile Deposit will be treated as "deposits" under Customer's current Deposit Account Agreement and Disclosure with us and will be subject to all terms of the Deposit Account Agreement and Disclosure. When we receive an image, we will confirm receipt via email to Customer. We shall not be deemed to have received the Electronic Item for deposit until we have confirmed receipt to Customer by email. Confirmation does not mean that the image contains no errors. Bank is not responsible for any image that Bank does not receive. Following receipt, Bank may process the image by preparing a Substitute Check or clearing the item as an image. Bank reserves the right, at Bank's sole and absolute discretion, to reject any Electronic Item for remote deposit into Customer's Account. Customer should check the status of Customer's items within Online Banking.
- 6. Original Checks:** After Customer receives confirmation that Bank has received an image, Customer must securely store the original Check for 30 days after transmission to us and make the original Check accessible to us at Bank's request. Upon our request from time to time, Customer will deliver to us within 3 business days, at Customer's expense, the requested original Check in Customer's possession. If not provided in a timely manner, such amount will be reversed from Customer's Account. Within 60 days of deposit, Customer must destroy the original Check **by destroying it by cross-cut shredding or another commercially acceptable means of destruction**. After destruction of an original Check, the image will be the sole evidence of the original Check. Customer agrees that Customer will never re-present the original Check. Customer understands that Customer is responsible if anyone is asked to make a payment based on an original Check that has already been paid.
- 7. Limitation on Liability; Indemnification.**
In addition to other limitations on Bank's liability in the Agreement, in no event shall Bank be liable for (i) Customer loss or destruction of data in connection with the use of the Services, Software or transmitting a File, Checks or Electronic Images to Bank, (ii) the Customer's inability to use the Services, Software or transmit a File to Bank due to a mechanical failure of the Customer's hard drives,

personal computers, servers or other systems or hardware, (iii) the Customer's inability to communicate with Bank via the Internet resulting from a problem with an Internet Service Provider or Online Service Provider or otherwise or any files or transmissions not received by Bank, or (iv) unknown hazards of Internet use, including, but not limited to interception of any information relating to the Customer or its Transactions. Bank recommends that the Customer have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. Customer acknowledges that in addition to any other damages Bank may be entitled to collect from Customer under the Agreement this Schedule or Applicable Laws, Bank will be entitled to consequential damages for Customer's breach of its obligations set out in the Customer Obligations section of this Schedule, including Customer's obligation to securely safe keep and subsequently destroy the Checks which Customer deposits through the Service. Bank strongly recommends that the Customer take the necessary measures to ensure that the Customer performs daily back-ups of data used in connection with the Services. In addition to its indemnification obligations elsewhere in the Agreement, Customer agrees to indemnify and hold Bank harmless from and against any and all Losses relating to or arising in connection with Bank accepting and/or processing for deposit any Check based on electronic Images and MICR Data in File received by Bank, including, without limitation any missing or improper endorsement or endorsement by Bank of any such Check or Substitute Check as contemplated by this Agreement, any Losses due to an accepted Check having previously been paid or any check or item not properly payable to Customer; provided, however, that Customer shall not be obligated to indemnify Bank for claims, losses or damages attributable to Bank's negligence or willful misconduct. This indemnity will survive the termination of the Agreement.

8. Representation and Warranties.

BANK DOES NOT WARRANT THAT THE USE OF THE SERVICES, SCANNER PRODUCT OR MOBILE APP WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER EXPRESSLY AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION AGAINST BANK OR ANY PROCESSOR, AND BANK SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER, FOR ANY BREACH BY ANY MANUFACTURER OF ANY MANUFACTURER'S WARRANTY AVAILABLE FOR THE SCANNER EQUIPMENT OR MOBILE APP.

9. Returned Deposits

Any credit to Customer's Account for Checks deposited using Mobile Deposit is provisional. If original Checks deposited through Mobile Deposit are dishonored, rejected, returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, Customer agrees that an original Check will not be returned to Customer and that we may charge back the amount of the original Check and provide Customer with an image of the original Check, a paper reproduction of the original Check, or a Substitute Check. Customer will reimburse Bank for all Losses caused by, or relating to, the processing of the returned item. Without Bank's approval, Customer shall not attempt to deposit or otherwise negotiate an original Check if it has been charged back to Customer. Bank may debit any of Customer's Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. **Unless otherwise agreed in writing by Bank and Customer, Bank will process any returned Electronic Items as described in Section 229.31 of Regulation CC.**

10. Funds Availability

Funds from using the Services are not available for immediate withdrawal and are subject to the Bank's Funds Availability Policy. Electronic Items are considered deposited with Bank after they have been received and processed pursuant to the terms of these Remote Deposit Services.

11. Holds on Deposits. In addition to any other rights Bank may have with respect to Customer's Accounts, Bank may hold and use funds in any Customer Account following termination of the Agreement and these Services for such time as Bank reasonably determines that any Electronic Item processed by Bank prior to termination may be returned, charged back or otherwise cause Losses or other action for which Bank may be responsible. Without limitation of the forgoing, Customer acknowledges that under Regulation CC, the UCC, and the Rules of any Network that the Image Exchange Items and Substitute Checks may expose the Bank to claims for several years following the processing of an Image Exchange Item or Substitute Check.

Schedule 9: LOCKBOX SERVICES

1. **Services.** Following execution of the appropriate Set Up Form accepted by Bank and implementation of the Services by Bank, Customer shall instruct those of its clients whom Customer desires to use the Services to forward Checks, drafts, money orders, and other negotiable instruments, remittances, including invoices and instruments for the payment of money (collectively, "**Remittances**"), to a post office box or other lockbox established and maintained by Bank for Customer (a "**Lockbox**"). Customer shall instruct such clients not to forward cash or other items of intrinsic value to the Lockbox, and as between Customer and the Bank, Customer assumes full responsibility for all cash and other items of intrinsic value forwarded to the Lockbox.

2. **Access to the Lockbox.** The Bank shall have sole access to the Lockbox and shall, on each day that both the Bank and U.S. Postal Service are open for business to conduct substantially all of their usual business, collect mail (including Remittances) from the Lockbox. Unless otherwise notified in writing by Customer as stated below, the Bank shall process all Remittances received in the Lockbox for deposit to an Account of Customer which designates as payee(s) any name or names which appear on the Lockbox Implementation Questionnaire (or such other Set Up Form that Bank may provide Customer from time to time) completed between the Bank and Customer or which, in the Bank's sole judgment and discretion, appropriately resemble such names. The Bank shall return cash remittances to Customer's Account at the Bank that is stated on the Lockbox Implementation Questionnaire and forward other items of intrinsic value received in the Lockbox to Customer; provided, that Bank shall have no liability for any items of intrinsic value that Customer or any of Customer's clients claim have been sent to or received in the Lockbox. The Bank shall also forward at Customer's expense, in accordance with Customer's written notification, items specifically described in the Lockbox Implementation Questionnaire which are received in the Lockbox and which Customer does not wish to have processed, provided, however, that in no event shall Bank be liable to Customer or any third party for Losses resulting from its failure to honor Instructions enclosed with or appearing on an item asserting, in substance, that such item represents payment of a specific part or all of an obligation, or which states that it corresponds to any particular invoice or like document not enclosed with the item.

3. **No Examination of Items.** Bank will not be responsible for examining an Item to determine whether the item includes a notation such as "paid in full", "payment in full", "without recourse" or any similar statements or other instructive endorsements. Bank shall process and forward for presentment all Remittances received in the Lockbox other than those forwarded to Customer pursuant to Section 2 above or otherwise excluded from the terms of this Agreement; provided that Bank may remove from processing and forward to Customer any such Remittance which includes notations as indicated above (or similar notations or directions on such Remittance). The Remittances, which are processed and forwarded for presentment by Bank, are referred to hereinafter as "Items of Payment". In the event that an invoice does not accompany an Item the Bank shall forward the Item to the Customer.

4. **Endorsement.** Bank shall endorse all Items of Payment as follows, or in such form as the Bank may deem necessary to perform this Service:

>Bank of First Deposit Routing Number<
CREDIT TO WITHIN NAMED PAYEE
ABSENCE OF ENDORSEMENT GUARANTEED
>Bank of First Deposit Routing Number<

5. **Deposit to Customer's Account.** All Items of Payment shall be credited to the Account in accordance with Bank's funds availability schedule then in effect, a copy of which has been provided to Customer. An Item of Payment shall not be deemed to have been received or deposited with Bank until it has been removed from the Lockbox and processed pursuant to Bank's current processing procedures ("**Procedures**"). Notwithstanding anything herein to the contrary, in the event that any Item of Payment credited to the Account is returned unpaid to Bank, or is dishonored by Bank upon which it is drawn, Bank will debit the Account for the entire amount credited to the Account in respect of such Item of Payment together with any applicable service charge. Items of Payment returned unpaid will not be re-deposited and will be forwarded to Customer and the applicable service charge will be imposed, unless otherwise instructed in writing by Customer. Customer's relationship to the Bank as a depositor will commence only when Items are credited to Customer's Account. Prior to such time, Bank will be a bailee as to the Items in Bank's possession.

6. Instructions. Bank shall use due and ordinary care to follow Customer's Instructions as reflected in the Lockbox Implementation Questionnaire, or any amendment thereto, with respect to the processing and forwarding of copies of Items, invoices, correspondence, envelopes, advices and item listings. In order to become effective, Customer's written Instructions intended to alter information made part of the Lockbox Implementation Questionnaire must (i) be received by Bank in writing pursuant to the notice provisions herein, (ii) make specific reference to the Lockbox Implementation Questionnaire, and (iii) give Bank a reasonable period of time to act thereon.

7. Online Images. If Customer wants to include in the Services the ability to view over the internet (including over IBS or other System) items and related invoices that have been received at the Lockbox and a report of exception items and instruct Bank over the internet to accept or reject exception items, then Customer will elect Image Lockbox on the Lockbox Implementation Questionnaire and the Services will include Image Lockbox.

8. Copies of Documentation. All Items forwarded to Customer by Bank for any reason whatsoever shall be directed to Customer's designated address as provided to Bank. Bank will maintain a copy of Remittances for a period designated by Customer on the Lockbox Implementation Questionnaire. Bank shall endeavor upon receipt of Customer's written request and payment of Bank's costs and expenses, to make available to Customer such microfilm or microfiche records or reproductions thereof. Bank shall not be responsible for any inability to provide Customer such records for any reason.

9. Limitations of Liability; Indemnity. In addition to the terms elsewhere in the Agreement limiting Bank's liability, the Bank shall not incur any liability whatsoever for or in connection with any cash or other property (collectively, "**Property**") received in any Lockbox, and Customer agrees to indemnify and hold the Bank harmless from and against any Losses relating to the receipt or alleged receipt by Bank of any such Property. Bank shall have no liability for mail not bearing the complete address designated by Bank to Customer.

10. Termination. In the event of termination in accordance with the applicable provisions of this agreement, Customer shall notify Customer's clients to discontinue use of the Lockbox, and Bank shall forward to Customer, at Customer's expense, all unprocessed Remittances, items, related invoices and correspondence received or in possession of Bank following termination. The PO Box may not be assigned to Customer. Any mail received in the Lockbox addressed to Customer after the termination date will be sent to the address specified by Customer for a period of 60 days after the termination date. Customer agrees to pay Bank's fees and charges for forwarding any mail. Thereafter the obligations of Bank pursuant hereto shall terminate.

Schedule 10 : ZERO BALANCE ACCOUNTING ("ZBA") SERVICES

Each Affiliate joined to this Agreement as a Customer hereby designates the Customer identified as "Customer" in this Agreement as its agent (in such capacity, such Customer shall also be referred to in this Schedule as the "*Agent*") to undertake the actions, duties and responsibilities of Agent under this Schedule. This Schedule will govern the Multiple Entity Zero Balance Account Services described below (the "*ZBA Services*").

1. ZBA Relationships. In connection with the ZBA Services, the Agent may establish one or more Zero Balance Accounting relationships (each, a "*ZBA Relationship*") between the Accounts of one or more of the Customers (which may include interest-bearing Accounts if permitted by Bank), as further described in the schedule for the ZBA Services. Each ZBA Relationship shall consist of a single master Account maintained with the Bank in the name and tax identification number of a Customer (such Account, the "*Master Account*", and the designated owner thereof, the "Master Account Customer" for the related ZBA Relationship) and one or more sub Accounts maintained by any Customer (which may include the Master Account Customer) with the Bank in the name and tax identification number of such Customer (each such sub Account, a "*Child Account*", and the designated owner of each Child Account, a "ZBA Customer" for the related ZBA Relationship). Each ZBA Customer for a ZBA Relationship hereby grants the Master Account Customer for such ZBA Relationship the unconditional and irrevocable authority to (i) add to

such ZBA Relationship new Child Accounts in the name of and under the tax identification number of any other Customer and (ii) remove any existing Child Account from such ZBA Relationship. Only the Agent may establish a new ZBA Relationship. Only the Agent, on behalf of the related Master Account Customer and ZBA Customer(s), or the related Master Account Customer, on behalf of the related ZBA Customer(s), may modify an existing ZBA Relationship, including establishing and modifying the amount of the Target Balance (as defined below).

2. ZBA Services. At the close of each Business Day following the day on which the ZBA Services commence, (i) if the balance in any Child Account exceeds the Target Balance (i.e., the balance that the Customer wants to maintain in the Child Account at the end of each Business Day), then the Bank will transfer the amount of the balance in excess of the Target Balance from such Child Account to the related Master Account, and (ii) if the balance in any Child Account is less than the Target Balance, then the Bank will transfer funds from the related Master Account to such Child Account in an amount which will increase the balance in such Child Account to the Target Balance. Each Customer agrees that each transfer of funds described in the foregoing sentence from a Child Account or Master Account shall constitute an authorized funds transfer by the related ZBA Customer or Master Account Customer owning such Child Account or Master Account, respectively. Each Customer acknowledges and agrees that the Bank shall have no obligation or responsibility regarding the application or use of any funds transferred in accordance with the terms of this Schedule.

3. Representations and Warranties. Each Customer (including the Agent) hereby represents and warrants to Bank that the transfer of funds described herein, and the commingling of funds resulting therefrom, does not violate any law or regulation applicable to the Agent, such Customer or the funds in the Master Account(s) and Child Account(s). Bank, in providing the ZBA Services, is acting and relying upon the foregoing representations and warranties, and the Customers agree that the Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct.

4. Indemnity, Covenant Not to Sue. In addition to the other indemnities set forth in this Agreement, with

respect to each ZBA Relationship, the Agent, the related Master Account Customer and the related ZBA Customer(s) each agree, jointly and severally, to indemnify the Bank for any and all overdrafts in the related Master Account or other liabilities incurred by the Bank, resulting from any transfers from such Master Account to the related Child Account(s) as described in this Schedule. Each Customer and the Agent covenant with the Bank that neither will sue the Bank in connection with any disputes between themselves or amongst any of the Customers in connection with the ZBA Services or this Schedule. The provisions of this Section will survive termination of the Agreement.

5. Termination. Any ZBA Relationship may be terminated by the Agent or Bank at any time by providing 10 days' prior written notice of termination to the other parties. The Bank may immediately terminate the ZBA Services or any ZBA Relationship upon written notice to the Agent (including email or other electronic notice) (i) upon the occurrence of an overdraft in the related Master Account, after giving effect to any transfer required hereunder from such Master Account to any related Child Account after notice and a reasonable opportunity to cure, or (ii) as otherwise provided in this Agreement.

6. Guaranty by Agent. To induce the Bank to provide the ZBA Services to the Customers, the Agent absolutely, irrevocably and unconditionally guaranty to the Bank the full and prompt performance and payment when due (by acceleration or otherwise), of all obligations, agreements, covenants, liabilities, expenses, representations and warranties of any Customer to Bank, whether now existing or hereafter arising, under or in connection with this Schedule (collectively, the "Obligations"). The liability of the Agent under this guaranty shall be absolute and unconditional irrespective of any lack of genuineness, validity, legality or enforceability of any document, agreement or instrument relating thereto or any assignment or transfer thereof. This is a continuing guaranty and shall remain in full force and effect and be binding upon the Agent and its successors and permitted assigns, if any. This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Obligations of any Customer, or any part thereof, is, upon the insolvency, bankruptcy or reorganization of such Customer or otherwise pursuant to applicable law, rescinded or reduced in amount or

must otherwise be restored or returned by Bank, all as though such payment or performance had not been made. Agent authorizes Bank, without notice or demand and without affecting the Agent's liability hereunder, from time to time to renew, extend, accelerate, compromise, settle, restructure, refinance, refund or otherwise change the amount and time for payment or performance of the Obligations, or otherwise change the terms of the Obligations or any part thereof. The obligations of the Agent hereunder are those of a primary obligor, and not merely a surety, and are independent of the Obligations. Agent unconditionally waives any right to require the Bank to (a) proceed against any Customer or any other obligor in respect of the Obligations provided the Bank has first given notice of default to the Customer and the Agent and the Customer has failed to cure such default within two (2) days of the date of such notice; (b) proceed against or exhaust any security held directly or indirectly on account of the Obligations; or (c) pursue any other remedy in the Bank's powers whatsoever. Agent hereby waives (i) notice of acceptance of this guaranty and of any extension of any loan or other financial accommodation by Bank to any Customer; (ii) presentment and demand for payment of any of the Obligations; (iii) protest and notice of dishonor or default to the Agent or to any other party with respect to any of the Obligations; and (iv) all other notices to which Agent might otherwise be entitled. Agent agrees to pay all reasonable attorneys' fees and charges, the reasonable allocated cost of internal legal services, and all other reasonable costs and expenses which may be incurred by the Bank in the enforcement of this guaranty.

7. General Provisions. Each Customer hereby authorizes the Agent to request and consent to any waiver or assignment hereunder for and on behalf of such Customer. Agent and each Customer agree to advise Bank promptly of any consolidation, merger, sale or conveyance of Agent or such Customer or any principal part of its assets, or the sale or conveyance of any controlling interest in Agent or such Customer to the extent Agent or such Customer is no longer affiliated with Agent and the remaining Customers (either by common ownership or control), and upon any such occurrence, Bank shall have the right to immediately terminate this Schedule and the ZBA Services with respect to such Customer upon receipt of such notice. In addition to the amendment provision in Schedule 1 of

the Agreement, it is agreed that this Schedule may be amended in writing signed by Bank and Agent. In addition, Agent may, on behalf of all Customers, add additional Customers to the ZBA Services (each, a "New Customer") via an amendment, in a form and substance acceptable to Bank, binding each such New Customer hereto, and to otherwise act for and on behalf of each Customer as described in this Schedule.

Schedule 11: Currency Vault Services.

These Currency Vault Service terms set forth how Customer may place orders with Bank for United States coin and currency ("**Cash Orders**") and deliver coin and currency for deposit with Bank ("**Deposits**"), and contract with a third party to maintain a smart safe for to hold deposits and Cash Orders, each as described further below (collectively, the "**Services**").

Armored Deposit Services. Armored Deposit Services allow customers to make deposits of US currency & coin (collectively, "Currency") to Customer's Account(s) by delivery to one or more designated cash vault locations approved by the Bank (each, a "Vault").

Implementation of Services. Customer must separately contract with an approved third-party armored courier ("Courier") to deliver deposits consisting of coin and currency to Bank's cash vault from Customer's designated locations which are approved through to Set Up Forms (each, a "Location"). Bank reserves the right to approve all Customer Locations. The courier acts as the Customer's legal agent; and Vendor, and is not a Supplier of Bank.

Submitting Deposits. Customer will provide any deposits in tamper proof bags. Bank assumes no liability arising from the pick-up and delivery of these bags by the Courier. Except for deposits made in a Smart Safe (defined below) upon pick-up by the Courier the contents within the deposit bag remain the property of the Customer and are not considered Deposits until received at a Vault. Customer agrees that all Currency that is in the possession of the Courier legally remains in the Customer's possession until it is physically released to and accepted by one of the Bank's Vaults.

Credit to Customer's Account. Customer will work with its Courier to resolve any discrepancy between what Customer believes it delivered to the Courier and what was accepted by the Bank. Credit to Customer's

Account will not be provided prior to verification of Deposits. The Courier will verify funds provided in the deposit bag and will be capable of providing electronic information regarding the amount of Currency deposited. This information will be provided to Bank by the Courier. Customer agrees that any discrepancy between Customer's records and the Bank's records is waived and the Bank is released from liability for the discrepancy unless the claim is made by Customer within thirty (30) days of the date of the disputed Deposit. Bank agrees to credit Customer's banking Account upon receipt of electronic information from the Courier. Amounts received prior to the Bank's cutoff will be credited same day. Amounts received after cutoff or on a non-Business day will be credited on the next Business Day.

Verification of Deposits. Bank's acceptance of a Deposit constitutes signing for a declared amount; therefore, the Deposit will not be processed until the contents have been verified. Bank's findings with respect to the contents of the Deposit shall be conclusive and binding. Furthermore, to the extent there is a conflict between the Bank's records regarding the Deposit and verified amount and the Customer's records regarding the Deposit and declared amount, the Bank's records shall control. Customer acknowledges and agrees that any credits to the Account based on the declared amount of the Deposit are provisional until verified by Bank. Bank will notify Customer if there is a discrepancy between the declared amount and the verified amount. The Account will be adjusted accordingly (up or down as the circumstances require) by Bank. Bank reserves the right to refuse to provide provisional credit for any Deposits at its reasonable discretion. Until Bank acknowledges acceptance of a Deposit by signing Carrier's receipt book, Bank incurs no liability for loss of any Deposit Bag or other pouches or bags that are delivered. Bank shall not be liable to Customer as an insurer of such property.

Change Order Delivery. Change Order Services allow Customer to order Currency for pick-up by a Courier at a Vault (a "Change Order") to deliver to one of Customer's locations.

Ordering Currency. Customer will use an approved third-party Change Order system ("Change Order System"), established and maintained by Loomis or some other Courier, to place Change Orders with Bank. Customer agrees to the responsibilities contained in this

Agreement with respect to the Change Order System and Bank may act and rely upon any Instruction received over the Change Order System that is apparently originated by Customer. All Orders must be submitted by the designated Cut-off time for delivery on the next Business Day. This information will be provided to Bank from the Courier. Any Order is subject to approval by Bank dependent on funds available in Customer's Account at the time of request. When the Courier or other third-party Servicer communicates a Change Order to Bank, Bank then agrees to debit Customer's Account for the amount of the Change Order.

Upon receipt of Customer's Change Order request, Bank will physically count and bundle the Currency ordered by Customer and make the Change Order available to the Courier or any person the Courier has certified is authorized to act on its behalf for delivery to Customer's designated Location. Bank shall not be liable for any loss resulting from any fraud or misrepresentation with respect to any person's purported authority to act on behalf of Customer or Courier. A signed receipt or scan of the shipping manifest by the Courier or its representative at the Vault will serve as acknowledgement of their acceptance of the Change Order on Customer's behalf, which receipt shall, in each instance, be conclusive evidence of the amount received by the Courier or its representative and a complete discharge of Bank as to the amount delivered or said to be delivered by Bank to the Courier or its representatives, without regard to whether the Courier or its representative makes actual physical delivery of the Change Order to Customer

Discrepancies; Reliance on Courier. Customer must promptly notify Bank of any discrepancies in the Change Order, missing Change Orders or other problems with the Change Order, within one (1) Business Day after receipt of the Change Order (or date on which such Change Order was to be received), and provide documentation to support any such discrepancy as requested by Bank. Customer agrees that, absent manifest error, Bank's count of the Change Order is final and conclusive. In the event that Bank duplicates a Change Order, it is Customer's responsibility to refuse delivery of the duplicate Change Order. If delivery of a duplicate Change Order is accepted, Customer assumes all liability for the protection of the funds in the duplicate Cash Order until such time as said funds are returned to Bank for credit. Bank assumes no liability

whatsoever in connection with the loss of any duplicated Change Order. Bank assumes no liability for actions of the Courier. Any disputes arising from the Courier's actions will be handed directly between Customer and the Courier. In the event an error occurs regarding the amount of cash withdrawn and Bank reports the misstated amount on Customer's Account, Bank will subsequently adjust the balance to reflect the true amount which was withdrawn.

Smart Safe (SafePoint).

The SafePoint service allows Customer to receive provisional credit for Currency placed in a validated safe (provided by Customer's Courier) (a "**Smart Safe**" or "**Safe**") installed at Customer's specified Locations to facilitate the deposit of Currency into Customer's Accounts with Bank (each, a "**Deposit**").

Courier Contract. Customer will lease an approved Safe from Loomis or other Courier approved by Bank. Customer must enter into a contract with Loomis or other approved Courier is fully responsible for: The acquisition by lease or purchase of the Safe; Delivery of Currency in the Safe to Bank's cash vault; The installation and servicing of the Safe and any necessary building modifications or enhancements; Any subsequent removal of the Safe; Registering the Safe's Location with Bank; Preparing Deposits to the Safe; and Maintaining insurance coverage for the Safe and its contents.

Bank assumes no liability arising from the purchase, installation or maintenance of the Safe by Customer and Bank assumes no liability for the Customer's relationship with Loomis or other Courier who maintains the Safe or delivers Safe contents to Bank's Vault.

Deposits into Smart Safe. Customer shall place Currency into the Vault to be held in a secure segregated cassette to hold for further credit and deposit into Customer's Accounts at Bank (the "Deposit Cassette"). Customer understands and agrees that Customer will not have any access to the Deposit Cassette in the Safe that is installed at the Location. Loomis (including its successors and assigns, "Loomis"), or a Courier retained by Loomis, shall have the only access to the Currency placed into the Deposit Cassette of each Safe. Customer

acknowledges and agrees that the amount of the Deposit shall not be considered final unless and until the amount of Currency is received by Bank and reconciled as set forth below. Customer shall indicate to Bank on the Set Up Forms those Locations that will use the Services, either the receipt of Currency or the site of a Safe, and agrees to provide Bank with no less than thirty (30) days prior written notice of any addition, change or removal of a Location. Customer acknowledges and agrees that Courier will include the address of each of Customer's Locations using the Services in the Safe File Totals (defined below).

Information from Safes, Deposit Schedule. The Safe will be capable of providing electronic information regarding the amount of Currency deposited and will confirm the amount of currency contained within in a file sent to Bank at the end of each Business Day (the "Safe File Total"). Such Currency amounts are subject to limitations imposed at the Bank's discretion and Customer will adopt a Courier transport schedule necessary to maintain the value of Safe contents within these limitations. The transport of Currency from Customer's Locations to Bank's cash vault will occur no less frequently than once every week unless specifically agreed to by Bank in writing.

When Loomis or other Courier communicates the Safe File Total to Bank, upon receipt of the Safe File Total Bank agrees to provisionally credit Customer's Account. When Bank grants such credit to Customer, the Currency in the Safe then becomes the property of Bank. In the event an error occurs regarding the amount of Currency and Bank reports the misstated amount on Customer's Account, Bank will subsequently adjust the balance to reflect the true amount which was deposited into the Safe upon receipt of the Currency by Bank. Customer agrees to indemnify Bank for any Losses sustained by Bank as the result of any adjustments made to Customer's Account.

Customer has access to a third-party system to review SafePoint activity and any such system shall be deemed a System under the terms of this Agreement.

Delivery of Currency to Bank. Customer shall have the responsibility with Loomis to deliver the amount of the Currency placed into the Deposit Cassette at the frequency agreed upon by Bank and Customer; provided, that Currency shall be delivered from each

Location to Bank no less than weekly, unless specifically agreed to by Bank in writing. Currency in the Safe that is reported to the Bank prior this cutoff time will be provisionally credited to the Customer's banking account the next Business Day. Currency in the Safe that is reported after the Cutoff Time, or on a non-Business Day, will be provisionally credited the next Business Day. The amount of the Currency received by Bank will be verified against the amount reported by the Safe File Total(s) to reconcile the amount of the Deposit. Customer waives any discrepancy between its records and Bank's records if a claim is not made within (10) calendar days from the original deposit date. Customer agrees that, notwithstanding Bank's participation in the verification process, Customer must resolve with Loomis or other Courier, and not Bank, any amounts due to Customer for either: (a) a discrepancy in the amount of Currency received by Bank in the Deposit and the amount reported in the Safe File Total(s) pursuant to the verification process above, and (b) any failure of Bank to receive Currency removed from any Vault. In the event of a discrepancy between the amount of the Currency received for the Deposit and the amount reported in the Safe File Total(s), the amount of Currency in the Deposit shall control. Bank will debit from Customer's Account the amount of any shortage in the amount of Currency received in the Deposit, or any failure of Bank to receive the Currency removed from any Vault by the next Business Day after such Currency is removed.

Funds Availability of Vault Currency. Notwithstanding the terms of Bank's Funds Availability Policy, Bank will make available to Customer the amount of funds that are reported to Bank by Loomis in the Safe File Totals prior to the Cut-Off Time on the next Business Day. The amount of the Deposit will be equal to the information received by Bank as reported in the Safe File Totals for each of the Locations. Bank shall not be obligated to credit to an Account or make available any amounts to Customer in the event of a failure or delay of Loomis to deliver the Safe File Totals. Any information received in the Safe File Totals after the Cut-Off Time shall be deemed to be received as a Deposit on the next Business Day.

Limitations on Liability and Indemnification. In addition to any limits on liability set forth in the General Terms and Conditions, Customer acknowledges and agrees that Customer and its Courier, not Bank, shall be liable and hold the Bank harmless for (a) the amount of any

Change Order that Customer alleges is unauthorized, in an amount not requested by Customer, or does not arrive to the Customer's Location specified in the Change Order, (b) in the event the amount of any Currency in a Deposit is either not received by Bank, or the amount of Currency received by Bank is in an amount different than the amount Customer records as placed into the Bags, Deposit Cassette or is set forth in the Safe File Total(s) transmitted to Bank with the totals in the Safe, and (c) action or omissions on behalf of Customer by Courier.

Termination; Suspension. In addition to the rights of termination or suspension set forth in the General Terms and Conditions, Bank may terminate the Services at any time that the agreement between Bank and Loomis, or between Customer and Courier is terminated or suspended.

Schedule 12: TERMS FOR MULTI-ENTITY CUSTOMER RELATIONSHIPS

1. General Authority. Each Affiliate that is party to this Agreement as a Customer hereby authorizes the entity signing as the "Customer" on the Signature Agreement (for purposes of this Schedule, the "Primary Customer") to act as agent for each such Customer in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating Transactions (i.e., ACH, wire or check), issuing Instructions, transmitting deposit data, executing Set Up Forms, terminating the Agreement, agreeing to modifications and amendments to the Agreement, and receiving notices under the Agreement (which will be effective against the Customers, even if such notices and communications are sent only to Primary Customer); any and all such actions by the Primary Customer shall be binding on the Affiliate Customers. Bank may conclusively rely on Primary Customer's authority to act for itself and to bind the Affiliate Customers with respect to the foregoing. Primary Customer agrees to notify the Affiliate Customers of any such notices received, agreements made and actions taken on behalf of any such Affiliate Customer.

2. Collections. Each Customer hereby agrees that if any of its Collections (as defined below) are received through or in any Lockbox or Account now or hereafter established in the name of Primary Customer or any

Affiliate Customer (each, a “**Commingled Lockbox**” or “**Commingled Account**”, respectively), then the Primary Customer or such Affiliate Customer is authorized to receive, endorse, negotiate, deposit, withdraw, transfer and apply such Customer’s Collections and take any and all other actions with respect thereto, all as the Primary Customer or such Affiliate Customer deems appropriate. Each Customer understands that such Collections may be commingled with the funds of other entities. Therefore, each Customer hereby disclaims and releases all right, title and interest in its Collections, and hereby waives any and all legal claims such Customer may have against Bank based on conversion or any other legal theory, regulation or statute, due to such commingling. Each Customer represents and warrants to Bank that no Collections of a type that, by virtue of a statutory, regulatory, contractual or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Commingled Lockbox or Commingled Account. For purposes of this paragraph, “**Collections**” shall mean all Checks and other items (including remotely deposited Checks), electronic funds transfers, credit card payments and other amounts payable to or for the benefit of a Customer and all proceeds thereof.

3. Centralized Electronic Access. Under the terms of the Agreement, Bank may provide each Customer with electronic access to the designated Services using IBS or other System. The Primary Customer has requested, and subject to the terms hereof the Bank agrees that the customer identifier used for IBS or other System assigned by Bank to Primary Customer and other access credentials for use of an IBS or other System assigned to or designated as belonging to Primary Customer (collectively, the “**IBS ID**”) may be used by Primary Customer and the Affiliate Customers for purposes of conducting Transactions and using the designated Services. Each Customer acknowledges and agrees that (a) the Bank may rely on and act upon any and all communications or Instructions it receives through IBS (or other IBS) under Primary Customer’s IBS ID or IBS ID with respect to such Customer’s Accounts as communications or Instructions of such Customer, and Bank’s reliance shall not constitute negligence or willful misconduct, (b) such Customer shall be bound by (i) the use of the Services made through the Primary Customer’s IBS ID with respect to the Accounts of such Customer, (ii) all communications or Instructions Bank receives through IBS under Primary Customer’s IBS ID

with respect to the Accounts of such Customer, (iii) all Transactions resulting from such communications or Instructions, including, without limitation, electronic funds transfers and other disbursements from such Customer’s Accounts, and (iv) all other actions taken by the Bank with respect to such communications or Instructions, (c) Bank shall have no liability or responsibility to notify an Affiliate Customer of any other entities with which Primary Customer shares its IBS ID, and (d) only the employees or other Authorized Persons of each Customer will use the Services and conduct Transactions using the IBS ID with respect to the Accounts of such Customer. Each Customer understands and agrees that the use of the Services affecting each of such Customer’s Accounts may be reflected on certain records of the Bank as initiated by Primary Customer using the IBS ID assigned to Primary Customer and not as having been initiated by such Customer.

4. Primary Customer Special Obligations. In addition to any other indemnification obligations set forth herein, Primary Customer agrees to indemnify and hold the Bank harmless for any and all Losses that the Bank may suffer or incur in connection with providing the Services to the Affiliate Customers or any other matters related to the Agreement, except for Losses attributable to the Bank’s negligence or willful misconduct. In addition, the Primary Customer agrees that it is liable to Bank for each Affiliate Customer’s performance under, and compliance with, the terms of the Agreement (including, without limitation, the payment of Fees and any overdrafts of any kind or other amounts owed to Bank for the initiation of any ACH, wire or other electronic funds transfer), and with regard to such performance and compliance by any Affiliate Customer, the Bank may enforce the Agreement directly against Primary Customer without first being required to seek enforcement against any Affiliate Customer.

5. Representations; Warranties and Covenants. The Primary Customer hereby represents and warrants to Bank that each Affiliate Customer is an Affiliate of Primary Customer, and that Primary Customer has all necessary power and authority to act for and on behalf of each Affiliate Customer in connection with the Agreement, the Services and Accounts. Each Affiliate Customer hereby represents and warrants to Bank that it is an Affiliate of Primary Customer, and that all necessary action was taken by the Affiliate Customer’s governing body to provide Primary Customer all

necessary power and authority to act on behalf of Affiliate Customer in connection with the Services and Accounts of such Affiliate Customer as contemplated by the Agreement. Each Customer represents and warrants to Bank that (a) the execution and delivery of this Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to such Customer, or any provision of such Customer's organizational documentation or any other agreement binding upon such Customer, and (b) the person(s) executing and delivering this Agreement for and on behalf of such Customer are duly authorized to do so. Each Customer agrees that Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct. Further, each Customer hereby agrees that the Bank will not be liable and such Customer shall not sue or otherwise make claims against the Bank for or on Account of any claim for damages arising out of or relating to the Bank allowing the arrangements contemplated by this Agreement, including any fraudulent activity or Instructions resulting from or relating thereto.

6. Customers; Additional Affiliate Customers and new Services. Each Affiliate Customer hereby acknowledges and agrees that, from time to time, the Primary Customer may, without notice to or consent of the Affiliate Customers (i) join additional entities ("**Additional Affiliate Customers**") as parties to the Agreement by duly completing and executing (on behalf of itself and the Affiliate Customers) an agreement substantially in the form hereof and acceptable to the Bank, at which time, such Additional Affiliate Customers shall have the same rights and obligations as the Affiliate Customers, and Primary Customer shall have the same obligations with respect to such Additional Affiliate Customers as it has for the Affiliate Customers and/or (ii) subscribe to additional services ("**New Services**") via an Additional Services Supplement in a form acceptable to the Bank signed by the Primary Customer (on behalf of itself and the Affiliate Customers, including any Additional Affiliate Customers), at which time such New Services shall also constitute Services under the Agreement and hereunder.

CONTACT US

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EXHIBIT A

**REQUEST FOR PROPOSALS
FOR
COMMERCIAL BANKING SERVICES**



**Issue Date
August 6, 2024**

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1.0 Introduction

1.1 Purpose

The City of Dubuque, Iowa (the “City”), is requesting proposals from qualified Financial Institutions (“Financial Institutions”) for depository, cash management, and general banking services. Through this Request for Proposals (this “RFP”), the City intends to evaluate its banking opportunities, including costs analysis, as well as explore new services that could benefit the financial security and efficiencies of City operations.

1.2 Background Information

This RFP is designed to provide firms with the information necessary for the preparation of a competitive bid proposal. The RFP process is for the City’s benefit and is intended to provide the City with competitive information to assist in the selections process.

The City constitutes a political subdivision of the State of Iowa (the “State”). Dubuque 2038 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome. The City’s Vision Statement is: Dubuque 2038 has preserved our Masterpiece on the Mississippi, has a strong, diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyles; have choices of quality, affordable, livable neighborhoods; have an abundance of diverse, fun things to do; and are successfully and actively engaged in the community. The City’s Mission Statement is: Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government’s mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community’s future; and facilitate access to critical human services.

A High-Performance Organization (and Community) with Engaged Employees and Residents that is Data-Driven and Outcome-Focused built on the five pillars of: Creating an Equitable Community (and Organization) of Choice, Resiliency, Sustainability, Equity, Compassion, and Transparency.

Creating an Equitable Community (and Organization) of Choice

A High-Performance Organization (and Community) with
Engaged Employees and Residents that is Data-Driven and
Outcome-Focused built on the five pillars of:

Resiliency

Sustainability

Equity

Transparency

Compassion

Through Partnerships, Planning, & People

www.cityofdubuque.org

Adopted by City Council on January 16, 2024

Because the City is a local governmental unit of the State, the City is exempt from federal excise taxes and state and local sales and use taxes on the services requested within this RFP. The successful Financial Institution shall be responsible for paying any taxes incurred by the Financial Institution in connection with its performance should it be awarded the contract.

2.0 Administrative Information

2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Financial Institution.

Jenny Larson
Chief Financial Officer
City of Dubuque
50 W. 13th St.
Dubuque, IA 52001
E-mail: Jlarson@cityofdubuque.org

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful Financial Institution, Financial Institutions shall not discuss the RFP with or contact any other representative of the City or any of the Selection Committee members except as expressly authorized by the Issuing Officer. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Financial Institution's proposal.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted on the City's website at www.cityofdubuque.org/bids. Financial Institutions are advised to check periodically for addenda to this RFP, particularly if the Financial Institution downloaded the RFP from the Internet as the Financial Institution may not automatically receive addenda. It is the Financial Institution's sole responsibility to check as frequently as the Financial Institution deems prudent for addenda to posted documents.

2.4 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the City reserves the right to change the dates to meet the City's needs.

Post notice of RFP on City website	August 6, 2024
Questions and Requests for Clarification due	August 27, 2024 4:00 PM CDT
Response to Questions	August 28, 2024 4:00 PM CDT
Closing Date for Receipt of Proposals	September 3, 2024 4:00 PM CDT
Anticipated Date to issue Notice of Intent to Award:	October 7, 2024
Anticipated Date to Begin Services:	To Be Determined

2.5 Questions and Requests for Clarification

Financial Institutions are invited to submit questions and requests for clarifications regarding the RFP. Questions or requests for clarifications must be submitted via email and received by the Issuing Officer before 4:00 PM CDT on August 27, 2024. Verbal questions will not be

permitted. If the questions or requests for clarifications pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be posted as needed to the City's website via an addenda at www.cityofdubuque.org/bids on or before 4:00 PM CDT on August 28, 2024. The written responses will be considered part of the RFP.

2.6 Amendment to the RFP

The City reserves the right to amend the RFP at any time. Financial Institutions shall acknowledge receipt of any and all amendments in its proposal. If an amendment occurs after the closing date for receipt of bid proposals, the City may, in their sole discretion, allow Financial Institutions to amend their bid proposals in response to the amendment if necessary.

Financial Institutions may amend their bid proposals If the amendment is in writing, signed by an authorized representative of the Financial Institution, and received by the City by the time set for the receipt of proposals. Financial Institutions who submit proposals in advance of the deadline may withdraw, modify, or resubmit proposals at any time prior to the deadline for submitting proposals. Financial Institutions must notify the Issuing Officer in writing if they wish to withdraw their proposals.

2.7 Submission of Proposals

The bid proposal must be a PDF attachment **submitted via ShareFile** provided to <https://cityofdubuque.sharefile.com/r-r28e8cc4444b48228> and must be received by 4:00 PM CDT on September 3, 2024. **This is a mandatory requirement and will not be waived by the City. Any bid proposal received after this deadline will be rejected. The City is under no obligation to confirm receipt.** Each Financial Institution must furnish all information necessary for the City to evaluate its proposal by the submission deadline. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information and general marketing material will not be considered by the City and shall not be submitted as part of any proposal.

2.8 Costs of Preparing the Proposal

The costs of preparation and delivery of the proposal are solely the responsibility of the submitting Financial Institution.

2.9 Rejection of Proposals

The City reserves the right to reject any or all proposals, in whole and in part, received in response to this RFP. Issuance of this RFP in no way constitutes a commitment by the City to award a contract.

2.10 Disqualification

The City may reject proposals outright for any one of the following reasons:

- 2.10.1** The Financial Institution fails to deliver the proposal by the due date and time.
- 2.10.2** The Financial Institution states that a service requirement cannot be met.
- 2.10.3** The Financial Institution's response materially changes a service requirement.
- 2.10.4** The Financial Institution's response limits the rights of the City.
- 2.10.5** The Financial Institution fails to include information necessary to substantiate that it will be able to meet a service requirement.
- 2.10.6** The Financial Institution fails to respond to the City's request for

information, documents, or references.

- 2.10.7** The Financial Institution fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in Section 4 of this RFP.
- 2.10.8** The Financial Institution presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- 2.10.9** The Financial Institution initiates or continues unauthorized contact regarding the RFP.
- 2.10.10** The Financial Institution provides any misleading or inaccurate response.
- 2.10.11** The Financial Institution does not, as of the date of issuance of this RFP, have a fully staffed, physical location within the corporate limits of the City. For purposes of this subsection, “fully staffed” means (a) one or more employees of the Financial Institution being physically present at the physical location during normal banking hours; and (b) such physical location is open to the public during normal banking hours.

2.11 Nonmaterial Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the proposal if, in the judgment of the City, it is in the City’s best interest to do so. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Financial Institution from full compliance with RFP specifications or other contract requirements if the Financial Institution is awarded the contract. The determination of materiality is in the sole discretion of the City.

2.12 Reference Checks

The City reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, or to otherwise discuss the Financial Institution’s qualifications.

2.13 Information from Other Sources

The City reserves the right to obtain and consider information from any other source concerning a Financial Institution, such as the Financial Institution’s capability and performance under other contracts.

2.14 Bid Proposal Clarification Process

The City reserves the right to contact a Financial Institution after the submission of proposals for the purpose of clarifying a proposal and ensuring mutual understanding. The City will not consider information received during the clarification process if the information materially alters the content of the proposal. An individual authorized to legally bind the Financial Institution shall sign all responses to any request for clarification. Responses shall be submitted to the City within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the proposal as noncompliant.

2.15 Public Records and Requests for Confidential Treatment

The City shall treat all information submitted by a Financial Institution as public records unless the Financial Institution properly requests that specific parts of the proposal be treated as confidential at the time of submission AND, in the opinion of the City or the City’s counsel,

the information is in fact confidential under Iowa or other applicable law. The City's release of public records is governed by Iowa Code Chapter 22. Financial Institutions are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The City will copy and produce public records as required to comply with Chapter 22 or other applicable laws, and no prior notice of the release of any public record will be provided to any Financial Institution.

Any request for confidential treatment of information must be included in the transmittal letter with the Financial Institution's proposal. For each confidentiality request, the Financial Institution must (1) enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the material as confidential; (2) provide adequate justification as to why the material should be maintained in confidence; (3) explain why disclosure of the material would not be in the best interest of the public; and (4) set forth the name, address, telephone number, and email address for the person authorized by the Financial Institution to respond to inquiries by the City concerning the confidential status of such material. Requests to maintain an entire proposal as confidential will result in the entire proposal being rejected as non-responsive. A request for confidentiality that does not comply with this section or a request for confidentiality of information or material which cannot be held in confidence as set forth herein are grounds for rejecting a proposal as non-responsive.

Any proposal submitted which contains information for which the Financial Institution is requesting confidential treatment must be conspicuously marked by the Financial Institution as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific information as confidential shall be deemed to constitute the Financial Institution's consent to public disclosure of part or all of any such information.

If the Financial Institution designates any portion of its proposal as confidential, the Financial Institution must submit a version of its proposal labeled as "Public Copy" and from which the confidential information has been excised. The confidential information must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as reasonably possible.

If the City receives a request for information that includes information the Financial Institution has marked as confidential and the City believes it is required to release the information so intends to release such information, the City will give written notice to the Financial Institution at least seven calendar days prior to the release of the information to allow the Financial Institution to seek injunctive relief pursuant to Iowa Code § 22.8. The City shall not be required to seek injunctive relief or otherwise take any legal action for or on behalf of any Financial Institution. After seven (7) calendar days, the City may release the information marked confidential unless a court of competent jurisdiction determines the information to be exempt from disclosure under Iowa Code Chapter 22 or other applicable law.

Except as otherwise provided herein: if the Financial Institution fails to comply with the request process set forth herein; if the Financial Institution's request for confidentiality is unreasonable, as determined in the sole discretion of the City or the City's counsel; or if the Financial Institution rescinds its request for confidential treatment, then the City may release such information or material with or without providing advance notice to the Financial Institution and with or without affording the Financial Institution the opportunity to obtain an order restraining its release.

The Financial Institution's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Financial Institution may have had.

2.16 Copyrights

By submitting a proposal, the Financial Institution agrees that the City may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. The Financial Institution consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The City shall have the right to use ideas or adaptations of ideas which are presented in the proposals.

2.17 Release of Claims

By submitting a proposal, the Financial Institution agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, whether negligent or otherwise, to provide the Financial Institution with pertinent information as intended by this RFP.

2.18 Presentations

Financial Institutions may be asked to make a presentation of their proposal. The presentation, if necessary, will occur at the City's offices. The determination as to need for presentations, including the location, order, and schedule of the presentations, shall be at the sole discretion of the City.

2.19 Evaluation of Proposals Submitted

Proposals which are timely submitted and are not subject to disqualification will be evaluated in accordance with Section 7 of this RFP.

2.20 Definition of Contract

The full execution of a separate written contract shall constitute the making of a contract for services, and no Financial Institution shall acquire any legal or equitable right relative to the goods or services to be provided in connection with this RFP unless and until a separate written contract, with terms and conditions acceptable to the City, has been fully executed by the City and the successful Financial Institution. By submitting a proposal, each Financial Institution acknowledges that any selection of a successful Financial Institution by the City under this RFP, including, without limitation, any verbal or written notice thereof provided by or on behalf of the City, shall not create any contractual rights or other obligations between the City and the successful Financial Institution.

2.21 Choice of Law and Forum

This RFP and any contract resulting therefrom shall be governed by the laws of the State of Iowa, without regard to its conflicts of laws provisions or applications. Changes in applicable laws and rules may affect the award process or the resulting contract. Financial Institutions are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the state courts of the Iowa District Court in and for Dubuque County, Iowa or the federal courts of the Northern District of Iowa, Eastern Division, and the parties hereby irrevocably consent to the exclusive jurisdiction of said courts.

2.22 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by public employees and requires certain individuals to disclose information concerning their activities with public government. Financial Institutions are responsible to determine the applicability of the law to their activities and to comply with all relevant requirements. Pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.23 No Minimum Guaranteed

The City anticipates that the selected Financial Institution will provide services as requested by the City. The City will not guarantee any minimum compensation will be paid to the Financial Institution or any minimum level of usage of the Financial Institution's services.

3.0 Contract

3.1 Contract

The Financial Institutions proposed contract for services must be included in the submittal. It should include the City of Dubuque's Standard Terms and Conditions found in the Appendix A. The City reserves the right to either award a contract without further negotiation with the successful Financial Institution or to negotiate contract terms with the selected Financial Institution, if the City determines, in the City's sole discretion, the best interests of the City would be served by doing so.

The City reserves the right to refuse to enter into a contract with the successful Financial Institution for any reason.

3.2 Resulting Contract

The contract between the City and the Financial Institution shall be a combination of:

- 3.2.1** The specifications, terms, and conditions of this RFP.
- 3.2.2** The Financial Institutions mutually agreed upon contract.
- 3.2.3** The contents of the Financial Institution's proposal.
- 3.2.4** Any written changes or clarifications made in accordance with the provisions herein.

3.3 Contract Length

The City currently anticipates the duration of any resulting contract will be for an initial period of five (5) years. The City anticipates having the option to extend the contract upon the same or more favorable terms and conditions for up to one (1) additional three (3) year period following expiration of the initial five-year period, by providing the selected Financial Institution with written notice of its exercise of such option. The resulting contract may be terminated at the City's discretion, with or without cause, after thirty (30) days' written notice to the Financial Institution.

4.0 Format and Content of Proposals

4.1 Proposal Format

The proposal shall be submitted as a PDF document using a page size of 8.5" x 11".

4.2 Technical Proposal

The following documents and responses shall be included in the proposal in the order given below:

4.2.1 Transmittal Letter: An individual authorized to legally bind the Financial Institution shall sign the transmittal letter. The letter shall include the Financial Institution's mailing address, email address, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter, in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address, and telephone number of the individual authorized to respond to the City about the confidential nature of the information. The Financial Institution shall guarantee in writing the availability of the services offered and that all proposal terms, including price, will remain firm a minimum of one hundred eighty days (180) days following the deadline for submitting proposals.

4.2.2 Table of Contents: The Financial Institution shall include a table of contents of its proposal.

4.2.3 Responses to Mandatory Service Requirements: The Financial Institution shall address each mandatory service requirement under Section 6 in this RFP. In the response, please reference each section, e.g.: 6.1, 6.2, 6.3, etc.

4.2.3.1 Describe any order, judgment, or decree of any federal, state, tribal, local, or other governmental authority barring, suspending, or otherwise limiting the right of the Financial Institution to engage in any business, practice, or activity.

4.2.3.2 A list and summary of all actual and threatened litigation, administrative or regulatory proceedings, or similar matters to which the Financial Institution or its officers have been a party.

Failure to disclose these matters may result in rejection of the proposal as non-responsive or termination of any subsequent contract. The above disclosures are a continuing requirement of each Financial Institution during this RFP process and of the successful Financial Institution during the term of any resulting contract. The Financial Institution shall also provide written notification to the City of each such matter commencing or occurring after submission of a proposal, and with respect to the successful Financial Institution, following execution of the contract.

4.2.4 Fee Proposal – Attachment B: The Financial Institution shall submit a fully detailed fee proposal as Attachment B.

4.2.4.1 There shall be no reimbursable expenses. The Financial Institution shall be solely responsible for all costs and expenses, including, but not limited to, travel, mileage, meals, lodging, supplies, training, long distance telephone, and all other costs and expenses of the Financial Institution.

4.2.4.2 The fees proposed in Attachment B shall be fixed for five (5) years from the effective date of the agreement. Thereafter, fees may be increased by no more than three percent (3%) per year; provided,

however, that new fees may be introduced upon the written mutual agreement for new services not addressed in Attachment F, or fees attributable to new statutory or regulatory requirements. **The City shall not be obligated to pay any other fee, charge, or other amount to the Financial Institution other than the fees set forth in Attachment B.**

4.2.5 Interest Earnings Proposal – Attachment D: The Financial Institution shall submit a fully detailed interest earnings proposal as Attachment D.

4.2.5.1 The interest proposed in Attachment D shall be computed using the “Sample Month Data to Compute Interest Earnings” in Attachment D. The total Interest Earnings for the month shall be provided. The calculation shall assume no change in the Federal Funds rate during the month.

4.2.5.2 Please describe your policy for crediting interest earned to demand accounts.

4.2.5.3 Daily interest should be paid on the investible balance (defined as all monies on hand each night, less minimum float if required) of the City’s interest-bearing accounts. All proposals shall state the current interest rate the Financial Institution will pay on the assumptions cited above. Please include in the proposal submission the index the Financial Institution uses as the basis for the interest rate. In addition, please provide information on whether the interest rate changes if more funds are invested with the Financial Institution and at what levels it changes.

4.2.5.4 It is important to describe the types of accounts the bank is willing to provide (i.e. market based interest checking account, sweep account, etc.) and the calculation of interest rate as a percentage of the federal funds rate and note the current rate when the bid is submitted. Please describe how the Federal fund rate is determined.

4.2.5.5 Include a minimum interest rate or floor rate the Financial Institution is willing to provide for the City.

4.2.6 Insurance Requirements – Attachment E: The Financial Institution will provide insurance which meets all requirements on the attached insurance schedule J, if selected as the Financial Institution of choice by the City. Any deviation from such requirements shall be specifically identified on the acknowledgment.

5.0 Current Commercial Banking Services

5.1 Current Accounts and Services

The City currently maintains twenty-one (21) accounts, including thirteen (13) commercial checking accounts, in order to segregate and report on funds related to its various services and programs. The average monthly balance for all 21 accounts was approximately \$48.96 million during the period of November 2023 through April 2024, as presented more thoroughly in Attachment C. A full list of all current accounts which are part of this RFP, as well as balance, volume, and count trends is included in Attachment C. All 962 current active payroll

employees (except 4) are paid via direct deposit and are allowed up to three (3) direct deposit accounts per employee. City accounts do require cash and coin operations.

6.0 Mandatory Service / Proposal Requirements

6.1 Personnel and Account Servicing

The Financial Institution must provide a dedicated relationship manager and staff capable of training and supporting all products. The dedicated relationship manager should have a strong understanding of the City's operations and sufficient decision-making authority within the Financial Institution to resolve issues.

6.1.1 Please provide a profile of the proposed assigned relationship manager and bios of all product specialists to be assigned to the City's account, including the implementation manager. Describe how the staff is organized and how the Financial Institution will meet the City's customer service needs when it needs immediate assistance with wires or other account issues.

6.1.2 Describe the availability of user guides (both for administrators and regular users), training, and customer support on an on-going basis.

6.2 General Banking Information

6.2.1 City of Dubuque Presence – Indicate if the Financial Institution has, as of the date of issuance of this RFP, a fully staffed, physical location within the corporate limits of the City. For purposes of this subsection, "fully staffed" means (a) one or more employees of the Financial Institution being physically present at the physical location during normal banking hours; and (b) such physical location is open to the public during normal banking hours.

6.2.2 Federal Reserve – The Financial Institution must have direct access to the check clearing, collection, and wire transfer services of the Federal Reserve. Please affirm.

6.2.3 Ratings – Provide ratings information from a recognized credit rating agency (e.g. Moody's, S&P Global, etc.) or financial institution rating agencies (e.g. Veribanc, Highline, etc.)

6.2.4 Financial Statements – Provide audited financial statements for the most recent three fiscal years.

6.2.5 Community Reinvestment Act (CRA) rating and rating authority – include information on the Financial Institution's CRA activity within the State and specifically within the City of Dubuque.

6.2.6 Public depository – Provide proof of current standing as an eligible public depository.

6.2.7 Collateral Policy – Provide confirmation the Financial Institution will adhere to the State's public funds collateral requirements. Iowa Code Chapter 12C, "Deposit of Public Funds", requires institutions to pledge collateral to the State Treasurer when they accept public deposits. The amount of collateral must equal or exceed the difference between the institution's public funds deposits and its total capital. The institution must also pledge eligible collateral with a custodian approved by the

State Treasurer. The institution must determine whether circumstances require it to pledge securities on a given day. The institution must also grant the State Treasurer a perfected security interest in the collateral to secure the repayment of uninsured public funds and any future assessments. The institution must ensure the State Treasurer has a valid, enforceable, first priority security interest in the collateral. The institution's acceptance of public funds also means it consents to the disposition of the collateral, assessments by the State Treasurer, and providing accurate information. The State Treasurer's Office can answer questions about Iowa's pledging process and instructions.

6.3 Compensating Balance Credit / Interest Earnings on Account

As noted in Section 5.1, the twenty-one (21) City commercial accounts had an average monthly collected balance of approximately \$48.96 million during the period of November 2023 through April 2024, as detailed more thoroughly in Attachment C. The Financial Institution must provide credit for average collected balances on deposit in all accounts to offset the Financial Institution charges for fees. Please describe how the interest rate is established and applied and **provide the monthly interest rates proposed and the calculated net interest earnings on each account listed in Attachment C from November 2023 through April 2024** which would have applied to the City.

6.4 On-Line Platform Status & Future Upgrades

Maintenance of software platforms utilized in providing services to the City is a priority. Please describe the status of the on-line banking platform to be used in providing banking services for the City, how often updates are carried out, and the timeline for planned future system upgrades.

6.5 On-Line Access & Cyber Security

The Financial Institution must provide a high level of on-line and cyber security. Please describe the security features of the Financial Institution's on-line access and cyber security protocols.

6.6 On-Line User Administration

The Financial Institution must have on-line user account set-up and maintenance for all services provided. If a City administrator(s) cannot manage access to all services, please provide a description of the services which can and cannot be managed on-line by such an administrator. The City is looking for on-line user administration functions which allow for user set-ups to be cloned and slightly modified, instead of having to set up each new user from scratch.

6.7 On-Line Check Deposit Services

The Financial Institution must provide the capability for the City to scan and deposit checks into specified accounts remotely using a digital scanner or similar device. Please describe the remote deposit process, including the deadline for same day credit deposit. Please attach availability schedules.

6.8 On-Line Wire Transfer Origination Services

The Financial Institution must provide the capability for the City to originate and manage wire transfer transactions individually and to upload multiple wire transfer transactions in batches.

Briefly describe the Financial Institution's various wiring functionalities and include the Financial Institution's deadline for accepting wiring instructions. See Attachment C for current account activity trends.

6.9 On-Line Automated Clearing House (ACH) Services

The Financial Institution must provide the capability for the City to originate and manage ACH debit and credit transactions individually and to upload multiple ACH transactions in batches. See Attachment C for current account activity trends.

6.9.1 Briefly describe the Financial Institution's ACH processing windows and deadlines.

6.9.2 Briefly describe all the ways to initiate ACH on the Financial Institution's online platform and the available security measures related to the ACH initiation.

6.9.3 Briefly describe the security measures utilized by the Financial Institution to ensure ACH debits are authorized.

6.9.4 Briefly describe the account verification services provided by the Financial Institution.

6.10 ACH Debit Filter

The Financial Institution must have the ability to set up either an ACH debit block or a debit filter on each account, as may be requested from time-to-time by the City and allow certain ACH company IDs to bypass the ACH debit blocks, if requested. Financial Institution must have the ability to set up a check clearing block on an account, as may be requested from time-to-time by the City. Please affirm.

6.11 Positive Pay Services

The Financial Institution must provide for the daily, automated receipt of payment data, including check number, issue date, amount, and payee from the City, then only clear checks which match check number, issue date, amount, and payee. Please affirm.

6.12 Fraud Monitoring

Please describe in detail the Financial Institution's fraud monitoring capabilities and protocols to identify transactions which are out of the norm or suspicious, the software and other tools used to monitor transactions, expected customer notification timelines for potential issues, and the support provided to customers to investigate potential fraud and minimize loss.

6.13 On-Line Account Information / Reporting (1,095-day or 3 year minimum)

Provide a brief description of these capabilities.

6.13.1 Same day reporting of ACH and wire receipts

6.13.2 Date range / transaction type search feature

6.13.3 Access to images of cleared checks

6.13.4 Detail of wire transfers and ACHs

6.13.5 Access to on-line deposits and check images

6.14 Account Analysis Services

The Financial Institution must document all transaction volumes and charges on an analysis

statement and provide an internal review of the analysis statements for accuracy each month prior to assessing fees. The Financial Institution must make these analyses available to the City. Please affirm.

6.15 On-Line user defined alerts and messages

The Financial Institution must provide on-line user-defined alerts and messages for critical events. Please describe how these features function.

6.16 Implementation/Conversion Plan

The Financial Institution must provide an implementation/conversion plan for the transition of services from the City's current service provider. Please provide a listing of steps, responsible parties, and the approximate duration of each step. Any one-time set-up fees, consulting fees, support fees, and other fees charged for such a transition should be included in Attachment B – Fee Proposal.

6.17 Other Financial Institution Relationships with the City

Please highlight any current relationships the Financial Institution has with the City and how each such relationship helps support the City's Vision Statement, Mission Statement, and Equitable Community of Choice, as stated in Section 1.2.

6.18 Other Services and Strategies

Please describe in narrative form those services or strategies that are not covered in Sections 6.1 through 6.16 which may benefit the City, such as process improvements and/or more efficient new technologies. This response may not exceed one single-spaced page in length.

6.19 References

Provide the entity name, contact person, telephone number, and email address for at least three (3) clients the Financial Institution currently serves. Please include references for public entities or entities of comparable size, if any.

7.0 Evaluation of Bid Proposals

7.1 Introduction

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the City. The evaluation process is designed to award the contract to the Financial Institution with the best combination of attributes to best perform the required services at the greatest benefit of the City, not necessarily to the Financial Institution of least cost.

7.2 Evaluation Committee

The City intends to conduct a comprehensive, fair, and impartial evaluation of bid proposals received in response to this RFP. An Evaluation Committee will review and evaluate the proposals. The Evaluation Committee will make a recommendation to the City Manager. No debriefing or scoring information shall be released before the City Manager or City Council has recommended that an agreement be negotiated with the recommended Financial Institution. However, after authorization has been granted to negotiate an agreement, all contents of the submitted proposals (except those properly subject to the confidentiality provisions of this RFP) shall become public information.

7.3 Evaluation Criteria

The Evaluation Committee will evaluate all proposals and make an award recommendation to the City Manager using the following criteria and general considerations:

- 7.3.1 Availability and Quality of Service (35%)** - the ability to meet the City's current and projected service requirements, capacity to provide a wide range of on-line services, the experience of assigned staff, and quality of references.
- 7.3.2 Cost (25%)** – cost per identified activity and aggregate service costs, earnings credit rate, availability of funds schedule.
- 7.3.3 Technology/Innovation (20%)** – the manner in which the Financial Institution's proposal has addressed the required items included in this RFP, including conversion/implementation plans.
- 7.3.4 Financial Strength and Stability (15%)** – the ability to demonstrate favorable capital adequacy ratio (CAR), asset quality ratio, net interest margin (NIM), and return on assets (ROA).
- 7.3.5 Completeness and Conciseness of Response (5%)** – the manner in which the Financial Institution's proposal has addressed the required items included in this RFP.
- 7.3.6 Local Purchasing Preference** - As required by Iowa Code § 23A.3, it shall be City policy to consider purchasing equipment, materials, supplies, and services from locally owned businesses located within the City of Dubuque, when the cost and other considerations are relatively equal.

8 Disputes/Exceptions

Any prospective proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, any notice of award, or any notice of rejection shall set forth the specific reason(s) and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the Issuing Officer set forth in Section 2.1, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

Attachment A – City of Dubuque Standard Terms and Conditions

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the bid submittal page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

ASSIGNMENT - The City and the Contractor each are hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each bidder must submit an original bid and additional copies as required on the forms attached. The bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC – The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and

formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

CONTRACT DOCUMENTS – The Contract Documents are this Contract, the Request for Bids, the Contractor's Bids, and the following additional documents, if any:

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Bids, the Contractor's Bids, and the following additional documents, if any:

DISPUTES - Should any disputes arise with respect to the Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

INDEMNIFICATION - To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the 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 the Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Dubuque County, Iowa.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item-by-item basis. However, if Contractor's bid is based on an "all or none" condition, the City may consider its bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or

orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the Work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the Contract must do so in writing in accordance with the City's Protest by bidders which is found in the City's purchasing policy

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - All Subcontractors shall be listed in the Contract or in a written amendment to the Contract.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa.

TAXES - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

TERMINATION OF CONTRACT - The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

WARRANTIES - WORK - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

WARRANTIES - INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials and Work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials and work. The Contractor represents and warrants that the materials and Work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The Contractor further represents and warrants that the materials and Works does not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Work contemplated by the Contract.



REQUEST FOR PROPOSAL Banking Services

Please note that this proposal is for discussion purposes only, is subject to formal credit approval by the Bank and does not constitute a commitment to lend on the part of the Bank. No legal rights or obligations shall exist until all final documentation evidencing the Loan (the "Loan Documents") are signed and delivered by the parties.

Transmittal Letter

Jenny Larson
Chief Financial Officer
City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

Mrs. Larson,

We have read the City of Dubuque RFP for Banking Services and fully understand its intent. We certify that we have adequate personnel, equipment, technology, and facilities to fulfill the requirements. We understand that our ability to meet the criteria and provide the required services shall be evaluated solely by the City of Dubuque.

Contract Length

The City currently anticipates the duration of any resulting contract will be for an initial period of five (5) years. The City anticipates having the option to extend the contract upon the same or more favorable terms and conditions for up to one (1) additional three (3) year period following expiration of the initial five-year period, by providing the selected Financial Institution with written notice of its exercise of such option. The resulting contract may be terminated at the City's discretion, with or without cause, after thirty (30) days' written notice to the Financial Institution.

We have enclosed the following:

1. 10K – Annual Audited Financial Statement
2. Insurance Certificate
3. KBRA Rating Report
4. Quarterly Filing Receipt Protection of Public Funds
5. All required information entailed in the RFP

Submitted by:

Dubuque Bank & Trust, division of HTLF Bank
Financial Institution

Kevin Finke

Authorized Signature/Title

Kevin Finke - Commercial Banker III, VP

Alma Mrzljak

Authorized Signature/Title

Alma Mrzljak - CTP, AAP / Senior Treasury Management Sales III, VP

August 30, 2024
Date

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A. Bank Profile

Dubuque Bank & Trust was founded in 1935 as an independent Iowa chartered bank. DB&T owners formed Heartland Bancorp in 1981. DB&T remained the only bank in the holding company until 1992. The holding company re-branded in 1991, with DB&T remaining as the flagship bank of a growing consortium of separately chartered state banks. In 2023, DB&T was the final bank to consolidate its charter to become a division of HTLF Bank.

Dubuque Bank & Trust, division of HTLF Bank (the “Bank”), is committed to delivering community banking at scale by powering our geographically diverse group of banks with technology, efficiency, and strength. The Bank is deeply invested in the community it serves.

Dubuque Bank & Trust has a total of nine (10) banking centers:

- Dubuque Community – seven branch locations
- Farley – one branch location
- Galena, IL – one branch location
- Clive (Clive Banking Center) – one branch location

City of Dubuque will have access to all branch locations noted, but the relationship will be managed by the Dubuque Commercial Banking team located in the Roshek Building on Locust.

Key Bank Metrics

Core Belief in Community – 2023 DB&T Metrics

- Served 40 organizations through civic support and board leaderships.
- DB&T employees donated over 2,000 volunteer hours.
- Over \$250K donated in sponsorships and donations.

HTLF Bank

\$19.41B
Total Assets

74.5%
Loan to Deposit

<1%
Net Charge Offs

Geographic Footprint – HTLF Bank Divisions



B. Personnel and Account Servicing

Please provide a profile of the proposed assigned relationship manager and bios of all product specialists to be assigned to the City's account, including the implementation manager. Describe how the staff is organized and how the Financial Institution will meet the City's customer service needs when it needs immediate assistance with wires or other account issues.



Drew Townsend
President & CEO

(563) 587-4251
dtownsend@dubuquebank.com



Kevin Finke
VP, Commercial Banker

(563) 584-2588
kfinke@dubuquebank.com



Alma Mrzljak, CTP, AAP
VP, Senior Treasury Management Sales III

(515) 771-9968
amrzljak@dubuquebank.com

Elite Business Services

Division	Dedicated Rep	Local #	Email Address
Dubuque Bank & Trust	Melinna Becarra-Robles	563.564.4004	Elite@dubuquebank.com

Andrew E. (Drew) Townsend – Drew has worked for Heartland Financial, USA (HTLF) since August 1993 in a variety of roles. Since March 2023, he has served as President & CEO of Dubuque Bank & Trust, a division of HTLF. Prior to that he was the Executive Vice President, Head of Commercial Banking for First Bank & Trust based in Lubbock, Texas and oversaw the commercial business integration of the recently acquired Aim Bank which closed and was merged into First Bank & Trust in December 2020. Prior to that role, Mr. Townsend served as Executive Vice President, Chief Credit Officer, and Deputy Chief Credit Officer from January 2013 to March 2020. From 1996 to 2013, he served as Head of Lending and then President and CEO of Galena State Bank & Trust and served on the bank's board of directors for 12 years. Mr. Townsend's first role with Heartland was from 1993 to 1996 as a Loan Review Officer. Prior to joining Heartland, he worked as a Loan Review Officer for Bank One (n/k/a JP Morgan Chase) in Milwaukee, Wisconsin, and was a bank examiner for the State of Iowa from 1988 to 1993.

Through the various roles Drew has held in his 36 years in banking, he has come to have a strong understanding of credit risk management as well as solid knowledge of all the deposit products and related services offered by the bank. He values his team and is driven to see them be successful and grow in their own careers.

Kevin Finke – Kevin Finke is a Vice President/Commercial Banker III with Dubuque Bank & Trust and has been with the Bank for five years, with fifteen years of experience as a Commercial Banker. Kevin has a demonstrated history of working in the banking industry regarding commercial lending, retail banking, and credit analysis. Kevin focuses on building strong relationships with his clients and excels at understanding the borrowing needs of businesses and delivers solutions that are best for the client and their company. Kevin graduated from Winona State University with a bachelor's degree in business administration and business management with a minor in Finance.

Outside of his working career, Kevin and his wife, April, have three kids and enjoy spending time outdoors golfing, hanging by their pool, traveling to their cabin in Wisconsin, and enjoying the beautiful summers Iowa has to offer.

Alma Mrzljak – Alma Mrzljak, CTP, AAP is a Senior Treasury Management Sales III, VP with 20 years of banking industry experience. Her expertise is in the Payments & Treasury Management space. Alma's focus is primarily in the field of working capital optimization and process efficiencies related to treasury and payment functions. Alma has a strong passion for helping customers and creating strong relationships.

She takes a holistic approach to solving problems. Currently, Alma manages DB&T's Treasury Management team. Alma is a Certified Treasury Professional (CTP) and an Accredited ACH Professional (AAP) since 2017. She also holds an MBA in Corporate Finance from Upper Iowa University. Alma resides in Grimes, IA with her husband and two daughters. She offices out of DB&T's Clive Banking Center.

Describe the availability of user guides (both for administrators and regular users), training, and customer support on an on-going basis.

- I. City of Dubuque has a full access to DB&T's [Resource Center](#). Resource Center portal houses user guides and short videos / demos that demonstrate how certain functions are performed within bank's Commercial Online Banking portal. In addition, the city has access to the bank's Elite Business Services ('EBS') that can provide a customized day-to-day support and service to the City's team.

Describe any order, judgment, or decree of any federal, state, tribal, local, or other governmental authority barring, suspending, or otherwise limiting the right of the Financial Institution to engage in any business, practice, or activity.

- I. None.

A list and summary of all actual and threatened litigation, administrative or regulatory proceedings, or similar matters to which the Financial Institution or its officers have been a party.

- I. As a large financial institution, HTLF Bank experiences numerous litigations in the normal course of business, none of which bear a significant impact upon its daily business activities. As a publicly traded entity, HTLF Bank's assets and liabilities are reported on its Form 10K, which you can find at: [htlf-20211231 \(sec.gov\)](http://htlf-20211231.sec.gov).

C. General Banking Information

City of Dubuque Presence – Indicate if the Financial Institution has, as of the date of issuance of this RFP, a fully staffed, physical location within the corporate limits of the City. For purposes of this subsection, “fully staffed” means (a) one or more employees of the Financial Institution being physically present at the physical location during normal banking hours; and (b) such physical location is open to the public during normal banking hours.

Dubuque Bank & Trust has a total of nine (10) banking centers:

- Dubuque Community – seven branch locations
- Farley – one branch location
- Galena, IL – one branch location
- Clive (Clive Banking Center) – one branch location

Branch banking hours are as follows:

- Monday – Thursday until 5:00pm CT.
- Fridays until 5:30pm CT.
- Saturdays are considered Mondays business day.
- Branch lobbies are open to public from 9:00am CT.
- Drive up is open from 8:30am CT.

Federal Reserve – The Financial Institution must have direct access to the check clearing, collection, and wire transfer services of the Federal Reserve. Please affirm.

- I. Dubuque Bank & Trust has a direct access to the Federal Reserve Bank for check clearing, collection, and wire transfer services.

Ratings – Provide ratings information from a recognized credit rating agency (e.g., Moody’s, S&P Global, etc.) or financial institution rating agencies (e.g., Veribanc, Highline, etc.)

- I. **New York (April 25, 2024)** KBRA affirms the senior unsecured debt rating of BBB+, the subordinated debt rating of BBB, the preferred shares rating of BBB-, and the short-term debt rating of K2 for Denver, Colorado-based Heartland Financial USA, Inc. (NASDAQ: HTLF) ("Heartland" or "the company"). In addition, KBRA affirms the deposit and senior unsecured debt ratings of A- and the short-term deposit and debt ratings of K2 for its subsidiary, HTLF Bank. The Outlook for all long-term ratings is Stable.

II. For additional details, please refer to the enclosed KBRA Rating Report.

Financial Statements – Provide audited financial statements for the most recent three fiscal years.

- I. Enclosed is the 10K (Annual audited Financial Statements) of HTLF. Per SEC guidance, the Bank is audited as a whole company (holding company vs bank divisions).
 - a. Unaudited call report of HTLF Bank is also available upon request.

II. For additional details, please refer to the enclosed 10K (Annual Audited Financial Statements).

Community Reinvestment Act (CRA) rating and rating authority – include information on the Financial Institution’s CRA activity within the State and specifically within the City of Dubuque.

- I. HTLF Bank has a satisfactory CRA rating. Rating authority - The Federal Deposit Insurance Corporation.

Public depository – Provide proof of current standing as an eligible public depository.

- I. The bank affirms that we are in compliance with the State of Iowa Public Funds requirements. The Bank does a filing each quarter with the State of Iowa to show that our public fund deposits in the State of Iowa do not exceed the capital requirements. Currently, we are not required to pledge collateral as our capital exceeds the public funds we hold. We do have an account set up at FHLB Des Moines on behalf of the State for the event we do need to pledge collateral.

III. Quarterly filing receipt protection of public funds enclosed.

Collateral Policy – Provide confirmation the Financial Institution will adhere to the State's public funds collateral requirements. Iowa Code Chapter 12C, "Deposit of Public Funds", requires institutions to pledge collateral to the State Treasurer when they accept public deposits. The amount of collateral must equal or exceed the difference between the institution's public funds deposits and its total capital. The institution must also pledge eligible collateral with a custodian approved by the State Treasurer. The institution must determine whether circumstances require it to pledge securities on a given day. The institution must also grant the State Treasurer a perfected security interest in the collateral to secure the repayment of uninsured public funds and any future assessments. The institution must ensure the State Treasurer has a valid, enforceable, first priority security interest in the collateral. The institution's acceptance of public funds also means it consents to the disposition of the collateral, assessments by the State Treasurer, and providing accurate information. The State Treasurer's Office can answer questions about Iowa's pledging process and instructions.

- I. The bank affirms that we are in compliance with the State of Iowa Public Funds requirements. The Bank does a filing each quarter with the State of Iowa to show that our public fund deposits in the state of Iowa do not exceed the capital requirements. Currently, we are not required to pledge collateral as our capital exceeds the public funds we hold. We do have an account set up at FHLB Des Moines on behalf of the state for the event we do need to pledge collateral.

II. Quarterly filing receipt protection of public funds enclosed.

D. Compensating Balance Credit / Interest Earnings on Account

Please describe how the interest rate is established and applied and **provide the monthly interest rates proposed** and the calculated net interest earnings on each account listed in Attachment C from **November 2023 through April 2024** which would have applied to the City.

- I. Interest will be compounded and credited to the account monthly.
- II. We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- III. Interest begins to accrue no later than the business day we receive credit for the deposit to noncash items (e.g., checks).
- IV. Customer interest rates are established based on the market rate environment and offerings with consideration for the full customer relationship and services.

November 2023 through April 2024 (Interest Income Applied to the City)

Account Nickname	Type	Current Rate
City of Dubuque General	330 PF Checking w/Int	0.25
City of Dubuque TTEE for DBQ Solid Waste Disposal	330 PF Checking w/Int	0.05
City of Dubuque Credit Card/Merchant Services	330 PF Checking w/Int	0.05
Dubuque Initiatives	200 Analyzed Bus Ckg	0.36
Dubuque Initiatives Dynamic Sweep (\$100,000 Peg Balance in Mstr Acct)	298 Dynamic Sweep	0.05
City of Dubuque Ambulance Billing Lockbox	200 Analyzed Bus Ckg	0.49
City of Dubuque Utility Billing	330 PF Checking w/Int	0.05
City of Dubuque Cable Franchise Equip Fund	700 Savings	0.05
City of Dubuque Housing Services Pop Fund	600 Business Savings	0.05
City of Dubuque Street & Garage Charity Fund	600 Business Savings	0.05
City of Dubuque Street & Garage Charity Fund	387 PF MMIA	0.05
City of Dubuque Police Forfeiture Fund	700 Savings	0.05
City of Dubuque Employees Lounge Committee	387 PF MMIA	0.05
City of Dubuque Tyler Credit Card	330 PF Checking w/Int	0.05
Dubuque Initiatives Childcare Wage Enhancement Pro	200 Analyzed Bus Ckg	0.12
City of Dubuque Fire Station 4	212 Business Checking	0.00
City of Dubuque Police Unclaimed Funds	300 PF Analyzed Bus Ckg	0.12
City of Dubuque Oakview 360 Event	330 PF Checking w/Int	0.05
City of Dubuque Oakview 360 Operating	330 PF Checking w/Int	0.05
City of Dubuque Oakview 360 Capital	330 PF Checking w/Int	0.05
City of Dubuque Switch Escrow	330 PF Checking w/Int	0.05
Individual Account Balance & Interest Totals:		
Avg. Account Balance & Combined 6 Mo. Interest Totals: \$ 48,956,762 \$ 32,244		

Apr-24	INT PAID	Mar-24	INT PAID	Feb-24	INT PAID	Jan-24	INT PAID	Dec-23	INT PAID	Nov-23	INT PAID
\$ 14,204,579	\$ 2,893.59	\$ 11,794,695	\$ 2,479.44	\$ 13,001,766	\$ 2,553.44	\$ 12,813,226	\$ 2,690.35	\$ 17,428,544	\$ 3,686.15	\$ 22,270,999	\$ 4,563.49
\$ 10,327,336	\$ 422.24	\$ 9,797,827	\$ 414.40	\$ 9,249,182	\$ 365.31	\$ 10,848,299	\$ 458.64	\$ 12,440,985	\$ 527.83	\$ 11,969,190	\$ 491.19
\$ 7,214,848	\$ 295.53	\$ 6,882,528	\$ 291.36	\$ 6,472,564	\$ 256.21	\$ 6,249,428	\$ 264.57	\$ 5,995,249	\$ 254.45	\$ 5,745,561	\$ 236.03
\$ 100,047	\$ 29.51	\$ 100,026	\$ 30.57	\$ 106,409	\$ 28.53	\$ 99,949	\$ 30.55	\$ 96,051	\$ 29.32	\$ 94,201	\$ 27.87
\$ 198,581	\$ 8.14	\$ 200,665	\$ 8.50	\$ 111,713	\$ 4.43	\$ 19,620	\$ 0.83	\$ 8,131	\$ 0.35	\$ 2,483	\$ 0.10
\$ 2,750,717	\$ 1,104.65	\$ 2,548,649	\$ 1,060.45	\$ 2,313,198	\$ 900.36	\$ 2,032,946	\$ 845.90	\$ 1,779,299	\$ 740.28	\$ 1,545,410	\$ 622.28
\$ 12,291,879	\$ 502.18	\$ 10,433,633	\$ 440.01	\$ 8,200,423	\$ 323.02	\$ 9,799,608	\$ 413.30	\$ 9,550,080	\$ 403.74	\$ 7,545,586	\$ 308.37
\$ 1,210,241	\$ 49.60	\$ 1,210,190	\$ 51.25	\$ 1,210,166	\$ 47.94	\$ 1,210,170	\$ 51.25	\$ 1,210,119	\$ 51.39	\$ 1,210,069	\$ 49.73
\$ 512	\$ 0.02	\$ 512	\$ 0.02	\$ 512	\$ 0.02	\$ 512	\$ 0.02	\$ 512	\$ 0.02	\$ 512	\$ 0.02
\$ 550	\$ 0.02	\$ 550	\$ 0.02	\$ 550	\$ 0.02	\$ 550	\$ 0.02	\$ 550	\$ 0.02	\$ 550	\$ 0.02
\$ 419	\$ 0.02	\$ 436	\$ 0.02	\$ 400	\$ 0.01	\$ 269	\$ 0.01	\$ 334	\$ 0.01	\$ 349	\$ 0.02
\$ 150,270	\$ 6.16	\$ 150,263	\$ 6.36	\$ 150,257	\$ 5.95	\$ 150,251	\$ 6.36	\$ 150,245	\$ 6.38	\$ 150,239	\$ 6.17
\$ 660	\$ 0.03	\$ 676	\$ 0.03	\$ 692	\$ 0.03	\$ 708	\$ 0.03	\$ 725	\$ 0.03	\$ 741	\$ 0.03
\$ 3,898,088	\$ 159.76	\$ 3,099,453	\$ 131.26	\$ 2,093,413	\$ 82.93	\$ 1,278,455	\$ 54.14	\$ 549,992	\$ 23.35	\$ 27,755	\$ 1.10
\$ 229,798	\$ 22.60	\$ 228,524	\$ 22.63	\$ 96,358	\$ 9.18	\$ 66,290	\$ 6.67	\$ 11,290	\$ 1.01	\$ -	\$ -
\$ 205	\$ -	\$ 156	\$ -	\$ 153	\$ -	\$ 102	\$ -	\$ 218	\$ -	\$ 264	\$ -
\$ 106,535	\$ 10.48	\$ 116,421	\$ 11.86	\$ 130,101	\$ 12.40	\$ 138,564	\$ 14.12	\$ 256,104	\$ 32.62	\$ 351,142	\$ 43.29
\$ 83,445	\$ 3.42	\$ 83,442	\$ 3.53	\$ 83,438	\$ 3.31	\$ 83,435	\$ 3.53	\$ 83,431	\$ 3.54	\$ 83,428	\$ 3.43
\$ 263,040	\$ 10.71	\$ 258,915	\$ 10.70	\$ 413,597	\$ 16.09	\$ 327,645	\$ 13.81	\$ 240,893	\$ 10.02	\$ 289,224	\$ 11.77
\$ 256,978	\$ 10.53	\$ 256,967	\$ 10.88	\$ 256,957	\$ 10.18	\$ 258,643	\$ 10.95	\$ 263,511	\$ 11.19	\$ 263,500	\$ 10.83
\$ 399,754	\$ 16.38	\$ 399,811	\$ 16.93	\$ 399,872	\$ 15.84	\$ 399,917	\$ 16.94	\$ 399,971	\$ 16.98	\$ 400,006	\$ 16.44
\$ 53,688,482	\$ 5,545.57	\$ 47,564,339	\$ 4,990.22	\$ 44,291,721	\$ 4,635.20	\$ 45,778,587	\$ 4,881.99	\$ 50,466,234	\$ 5,798.68	\$ 51,951,209	\$ 6,392.18
\$ 5,374 Average Mo. Interest Paid											

E. On-Line Platform Status & Future Upgrades

Maintenance of software platforms utilized in providing services to the City is a priority. Please describe the status of the on-line banking platform to be used in providing banking services for the City, how often updates are carried out, and the timeline for planned future system upgrades.

- I. The planned cadence plan for online banking (UUX) upgrades is intended to be annually, with mobile releases each quarter. *Please note the release schedule may change due to upcoming UMB merger.*
 - a. For online & mobile banking upgrades, those are being managed “as necessary” through UMB system conversion.
 - b. The bank has a planned mobile upgrade for August. Second mobile upgrade is forecasted for Q4 2024.
 - c. No upgrades after the Q4 2024 are scheduled at this time.
 - d. Outside of the planned online banking (UUX) releases, the bank does have adapter/feature maintenance releases that occur as needed.
 - e. Upgrades usually take place during non-business hours – unless the platform requires an urgent patch due to a security issue that has been identified.
- I. For Centrix Positive Pay, the bank is upgrading as needed as we prepare for the UMB transition.
 - a. There is not a current targeted upgrade, but we are considering need as it relates to remediating issues/incidents.
 - b. The bank may forecast an upgrade to ensure we are on a comparable version to UMB ahead of system conversion.

F. On-Line Access & Cyber Security

The Financial Institution must provide a high level of on-line and cyber security. Please describe the security features of the Financial Institution’s on-line access and cyber security protocols.

- I. HTLF follows NIST and FFIEC protocols in deploying and managing Cybersecurity protection and online access for HTLF facilities, equipment and users.
- II. HTLF’s protocols and processes are tested and audited annually, and HTLF’s Security function is examined by the FDIC and state regulators each year.

G. On-Line User Administration

The Financial Institution must have on-line user account set-up and maintenance for all services provided. If a City administrator(s) cannot manage access to all services, please provide a description of the services which can and cannot be managed on-line by such an administrator. The City is looking for on-line user administration functions which allow for user set-ups to be cloned and slightly modified, instead of having to set up each new user from scratch.

InBusiness Online Banking

Conveniently and securely manages your finances online. Key benefits include:

- Robust alerts (transactional or account level).
- Dual factor authentication for payments.
- Ability to set admin permissions, control access and assign payment levels per user.
- Conveniently manage ACH, Wires, Bill Pay, Positive Pay and more.

- Customizable reporting to streamline daily processes.
 - Stop payment check submissions.
 - Check images available for downloading.
 - [Demonstration Videos – Click Here](#)
- I. Whether you're an enterprise, large corporation or small organization, our flexible InBusiness can efficiently serve you.
 - II. Company Policy is a list of allowed actions and limits that applies to the whole business. All created user rights fit within the Company Policy.
 - III. Depending on your number of employees, owners and company policies, InBusiness Online Banking lets you set up multiple users with different responsibilities. After establishing a Company Policy, new users can be created with their own unique login IDs and passwords. Authorized users with the **Manage Users** right can make changes to existing users at any time, including but not limited to cloning of existing users. Each user is assigned a set of user rights that permits or prevents them from performing certain actions such as:
 - Sending or drafting payments and creating templates for certain transaction types.
 - The number of approvals that can be completed in a day or the dollar amount in a specific transaction.
 - Accessing specific accounts.
 - Managing recipients, users, subsidiaries, and templates.
 - Authorized users can set up the features, accounts and rights each user needs to do their job. Establishing these rights gives users permission to perform specific tasks, helping you manage your business and keep it running as smooth as Possible.
 - IV. Dubuque Bank & Trust's online platform includes the ability to tailor user access levels by a super user or "administrator" based on needed access and approval controls for each user. Daily cash limits are set at both the company as well as the user level.
 - V. Dual control is required for originating and approving both ACH and wire transactions. Different alerts can be set up to notify a user when certain activity has occurred, including but not limited to, an external transfer has been authorized, new user created, wire transfer originated etc.

Users

If your business only needs one person with access to InBusiness Online Banking, you can set up a single login ID and password. This is typical for small companies who primarily use basic online banking tools with occasional business transactions. For larger organizations, our system lets you establish multiple login IDs and passwords for authorized employees. After setting up a company policy with a bank representative, you can organize which employees get access to different features within InBusiness Online Banking by establishing user rights.

Recipients

Recipients are people or businesses to whom you send money using a payment feature offered

through InBusiness Online Banking. After creating a profile for each recipient, you can choose the method to send them money and the respective transaction details. Each created recipient is saved so you can quickly and easily make future payments.

Transaction History Archive & Data Storage

Transaction History

- eDeposit — one year history of checks deposited and deposit activity reports
- Check Images and Deposited Items — 18-month history in InBusiness Online Banking
- Online eStatements — 24 months (statement cycles)
 - If your account receives a monthly statement, you will have the ability to access up to 24 months.
 - If your account receives statements more frequently than monthly, you will have the ability to access 24 statements total, rather than 24 months' worth.
- Wire/ACH Activity Center — minimum of 18-months history
 - Originated Wire
 - Originated ACH
 - Funds Transfers
 - Stop Payment

H. On-Line Check Deposit Services

The Financial Institution must provide the capability for the City to scan and deposit checks into specified accounts remotely using a digital scanner or similar device. Please describe the remote deposit process, including the deadline for same day credit deposit. Please attach availability schedules.

- I. Dubuque Bank & Trust offers eDeposit services. Clients can use a scanner to image / scan the paper remittances for further processing by the bank.
- II. Various scanners are available for purchase by client, both, multi-feed, and single-feed types of scanners.
- III. In addition to standard eDeposit service, bank can also accommodate Image Cash Letter (ICL) solution, which enables imaging and electronic transmission of paper items for clearing via a standard X9 file.
- IV. Bank can also accommodate Mobile Business Deposit.
- V. eDeposit (aka Remote Deposit Capture) & Mobile Business Deposit Processing Deadlines

eDeposit

Type	Time
Same Day Ledger Deposit	6:00 p.m. local time
Deposits will batch post in InBusiness Online Banking at the following times:	10:00 a.m. CT 12:00 p.m. CT 3:00 p.m. CT

Mobile Remote Deposit

Type	Time
Same Day Ledger Deposit	6:00 p.m. local time
NOTE: Mobile deposits may be subject to holds, but funds are generally made available the next business day.	

I. On-Line Wire Transfer Origination Services

The Financial Institution must provide the capability for the City to originate and manage wire transfer transactions individually and to upload multiple wire transfer transactions in batches. Briefly describe the Financial Institution's various wiring functionalities and include the Financial Institution's deadline for accepting wiring instructions. See Attachment C for current account activity trends.

Online Wire Origination (Domestic and International)

- Wires can be sent through our online banking channel (both domestic and international). These can be sent with templates and file uploads.
- Telephone / PIN Wires are also available and can be utilized in place of online wire origination.
- Dual Control is required on all outgoing payments for your security.

I. Wire Transfer Processing Deadlines

Wire Transfers

Type	Time
In-person	3:00 p.m. CT
Online	4:00 p.m. CT
Via phone with secure PIN	4:00 p.m. CT
Incoming Wire posting	5:00 p.m. CT

J. On-Line Automated Clearing House (ACH) Services

The Financial Institution must provide the capability for the City to originate and manage ACH debit and credit transactions individually and to upload multiple ACH transactions in batches. See Attachment C for current account activity trends.

I. Briefly describe the Financial Institution's ACH processing windows and deadlines.

ACH Origination

Type	Time
Online	7:00 p.m. CT, the day prior to effective file date
Same Day ACH	12:00 p.m. CT, the day of the transaction
NOTE: Recurring ACH — if you schedule a recurring payment and the date falls on a weekend or holiday, the payment will be made on the next business day.	

- III. Briefly describe all the ways to initiate ACH on the Financial Institution's online platform and the available security measures related to the ACH initiation.
- a. Dubuque Bank & Trust provides the ability to originate ACH credits/debits by uploading a NACHA or CSV file or using a template within our InBusiness online banking platform. We can also receive a NACHA or CSV file, via sFTP.
 - b. We offer same day, next business day, future dated and recurring processing options.
 - c. Addenda information is available through a custom report in InBusiness Online Banking for all transactions.

- IV. Briefly describe the security measures utilized by the Financial Institution to ensure ACH debits are authorized.
 - a. As part of the ACH Origination services, the approval of any ACH transaction within commercial online banking requires a Symantec VIP soft token (downloaded to a smart device or computer) or a Symantec physical token that is assigned to the user approving the transaction(s). ACH transactions then move through the fraud monitoring workflow as described.
- V. Briefly describe the account verification services provided by the Financial Institution.
 - a. HTLF recommends following the NACHA guidelines of submitting a pre-notification (pre-note) transaction at least 3 days prior to a live transaction of any new account that is to be delivered an ACH. This allows the receiving financial institution to submit a Notice of Change (NOC) or a Return report that is delivered to an ACH Originator to manage and make the necessary changes or review that may be needed.

Online Banking Transaction Types

Type	Description
ACH Pass-Thru	Upload a NACHA-formatted file.
ACH Payment-Single	Send a payment to one recipient.
ACH Payments	Send a payment to several recipients.
ACH Receipt-Single	Receive a payment from one recipient.
ACH Collection	Receive a payment from several recipients.
Domestic Wire	Send a wire to a recipient within the US.
International Wire	Send a wire to a recipient in a different country.
Payroll	Send payroll to several recipients. If a recipient has more than one account, you can split that payment into several accounts.
Tax Payment	Send federal, state or local tax authority payments.

K. ACH Debit Filter

The Financial Institution must have the ability to set up either an ACH debit block or a debit filter on each account, as may be requested from time-to-time by the City and allow certain ACH company IDs to bypass the ACH debit blocks, if requested. Financial Institution must have the ability to set up a check clearing block on an account, as may be requested from time-to-time by the City. Please affirm.

- I. The Bank affirms its ability to set up a check clearing block on an account. The Bank can also setup up ACH blocks, both debits and credits.

L. Positive Pay Services

The Financial Institution must provide for the daily, automated receipt of payment data, including check number, issue date, amount, and payee from the City, then only clear checks which match check number, issue date, amount, and payee. Please affirm.

- I. Dubuque Bank & Trust offers both, Check Payee Positive Pay as well as ACH Positive Pay. File upload or manual entering of checks are available through Dubuque Bank & Trust InBusiness Online Banking platform.
- II. Acceptable file formats include the following: Excel, CSV and .txt. Dubuque Bank & Trust will map your file format to our system to make uploading convenient. Email notifications are sent at 7:00 am CT to approved users when exceptions occur. Cut off time for a review and approval of exception items is 1:00pm CT. Those exceptions (includes images of check items) will be posted in InBusiness to be decisioned. Issued checks can be deleted or voided in the system at any time.
- III. ACH Positive Pay can be set up as a filter (only approved originators and payment values are accepted as dictated by the client) or it can be set up as a full block (all items are returned). Both options can be managed by the client.
- IV. ACH and Check Positive Pay Processing Deadlines

Check and ACH Positive Pay

- Upload check issue file to InBusiness Online Banking or via secure file transfer by 11:59 p.m. CT the business day before issuing your checks.
- Decisions must be made by 1:00 p.m. CT.
- When uploading a check file, items are available next business day for teller verification.

M. Fraud Monitoring

Please describe in detail the Financial Institution's fraud monitoring capabilities and protocols to identify transactions which are out of the norm or suspicious, the software and other tools used to monitor transactions, expected customer notification timelines for potential issues, and the support provided to customers to investigate potential fraud and minimize loss.

- I. HTLF uses monitoring software to monitor suspicious activity and fraudulent transactions for all transaction channels, including wire, ACH, card, and checks. The bank also offers fraud protection services with Check and ACH Positive Pay, as described above.
- II. When fraudulent activities are identified, attempts are made to notify customers as soon as possible. If there is a fraudulent activity identified, investigators are assigned to the case to assist in addressing the issue and recovering funds when possible.

N. On-Line Account Information / Reporting

Provide a brief description of these capabilities.

- I. Dubuque Bank & Trust offers a vast array of reporting that can easily be downloaded from our InBusiness online banking platform and uploaded to City's accounting software or ERP platform.
- II. Reports include the following: Prior Day/Intra Day, Account Detail/Summaries, ACH and

Wire Detail, Company Entitlements and User Role reporting for audit purposes. Most reports can be downloaded in PDF, CSV and/or BAI file formats. Check and deposit slip images, statements, transaction history and deposited items are all available through InBusiness Online Banking. Customized reporting can be provided as needed.

Account Reconciliation

- III. Dubuque Bank & Trust offers partial ARP reconciliation services through our Positive Pay system. Additional specialized reporting is available upon client needs. We have a dedicated department who will work with client based on those needs.
- IV. Same day reporting of ACH and wire receipts
 - a. Current day reporting is available for both ACH and Wires via InBusiness Online Banking.

ACH Activity Report - Current Day

By creating an ACH Activity Report, you can see all the ACH transactions within a specific account. You can select a specific date range and how often to run the report.

New ACH Activity Report
This report will generate the following file formats: PDF, CSV Change report type

1. Do you want this report to be private or shared?
☐ Private
☒ Shared
2. What do you want to name the report?
3. What account(s) do you want to include?
☐ All Accounts (2)
☐ Select specific account(s)
4. What dates do you want to include?
5. How often do you want this report to run?
☒ On Demand
☐ Every Business Day
☐ Every Calendar Day
☐ Weekly
☐ Monthly
6. What transaction types do you want to include?
 Select All | Clear All
☐ B2BPS ☐ Payroll
☐ ACH Collection ☐ ACH Batch
☐ ACH Payment ☐ ACH Receipt
7. Cancel Create and Run Create

Wire Transfer Report - Current Day

- V. Date range / transaction type search feature.
 - a. Date range / transaction type search feature is available either through Reporting – creating a report to run OR using search in the transaction details screen.
 - b. 18-month history is available in InBusiness Online Banking
- VI. Access to images of cleared checks
 - a. Available via InBusiness – 18-months history
- VII. Detail of wire transfers and ACHs
 - a. ACH Online Origination Reporting (minimum of 18-months history)
 - i. ACH Activity Report is available through InBusiness Banking. User can select accounts, frequency of the report and the transaction types. Much like an ACH Activity Report, you can generate a similar report for the last business day or last week. This helps you keep track of your payments on a daily basis.
 - ii. Current daily report is also available.
 - b. Wire Online Origination Reporting (minimum of 18-months history)
 - i. No matter how many Wires your business sends, the Wire Online Origination Report can help you track your transactions. You can also choose the date range and how often to run the report.
 - ii. With the Company User Activity Report, you can create a report to view all transactions drafted and approved by a specified user. You can select the date range and how often to run the report.
 - iii. User can also schedule / run Wire Transfer Previous Day(s) Report
- VIII. Access to on-line deposits and check images
 - a. Available via InBusiness / eDeposit feature – one year history of checks deposited and deposit activity reports.

O. Account Analysis Services

The Financial Institution must document all transaction volumes and charges on an analysis statement and provide an internal review of the analysis statements for accuracy each month prior to assessing fees. The Financial Institution must make these analyses available to the City. Please affirm.

- I. Account Analysis (A/A) statements are available and mailed out on the 3rd of each

month. A/A statements are also available online through eStatements feature. Billing errors should be reported before the 15th of each month to ensure proper correction prior to the account being charged.

- II. Monthly statements are mailed out on the 3rd of each month or the next business day following a weekend or bank holiday. eStatements can be set up through InBusiness Online Banking and are generally available no later than the 5th of the month. A copy of both paper statements and eStatements are available upon request. Statements and images are retained for 7 years.

P. On-Line User Defined Alerts and Messages

The Financial Institution must provide on-line user-defined alerts and messages for critical events. Please describe how these features function.

- I. Having peace of mind is critical when it comes to your Online Banking experience. When you create an alert through Online Banking, you specify the conditions that trigger that alert, so you can stay on top of what's important to you.
- II. Customer can create Account Alerts, History Alerts, Non-Online Transaction Alerts, Online Transaction Alerts, Security Alerts, and Reminders. Push Notifications are also available for your mobile device.

Q. Implementation / Conversion Plan

The Financial Institution must provide an implementation/conversion plan for the transition of services from the City's current service provider. Please provide a listing of steps, responsible parties, and the approximate duration of each step. Any one-time set-up fees, consulting fees, support fees, and other fees charged for such a transition should be included in Attachment B – Fee Proposal.

- I. Since City of Dubuque is an existing client of Dubuque Bank & Trust, conversion planning does not apply. Should the City decide to implement other services (e.g., commercial payments), the timeline and conversion will be reviewed outside of this RFP response.
- II. Even though the City is an existing client, the bank is committed to providing ongoing trainings and overviews of our systems and platforms. The bank has TM Support teams dedicated to customer trainings and answering customers questions and emails daily.
- III. City of Dubuque has access to bank's Treasury Management Client Support, Elite Business Services (EBS). The Treasury Management Client Support Team is a group of dedicated representatives to help clients with their existing Commercial & TM products and services. With new implementations, client will receive training from their dedicated support representative and will continue to grow the relationship with guidance, troubleshooting, and problem resolution.
- IV. Should City's issue need be escalated, both, Relationship Manager and the Treasury Management Sales Officer will get involved and help expedite the issue resolution.
- V. Elite Business Services Team can be reached anytime between 8:00am and 7:00pm CST Monday – Friday.

R. Other FI Relationships with the City

Please highlight any current relationships the Financial Institution has with the City and how each such relationship helps support the City's Vision Statement, Mission Statement, and Equitable Community of Choice, as stated in Section 1.2

- (The City's Vision Statement is: Dubuque 2038 has preserved our Masterpiece on the Mississippi, has a strong, diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyles; have choices of quality, affordable, livable neighborhoods; have an abundance of diverse, fun things to do; and are successfully and actively engaged in the community. The City's Mission Statement is: Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government's mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community's future; and facilitate access to critical human services).

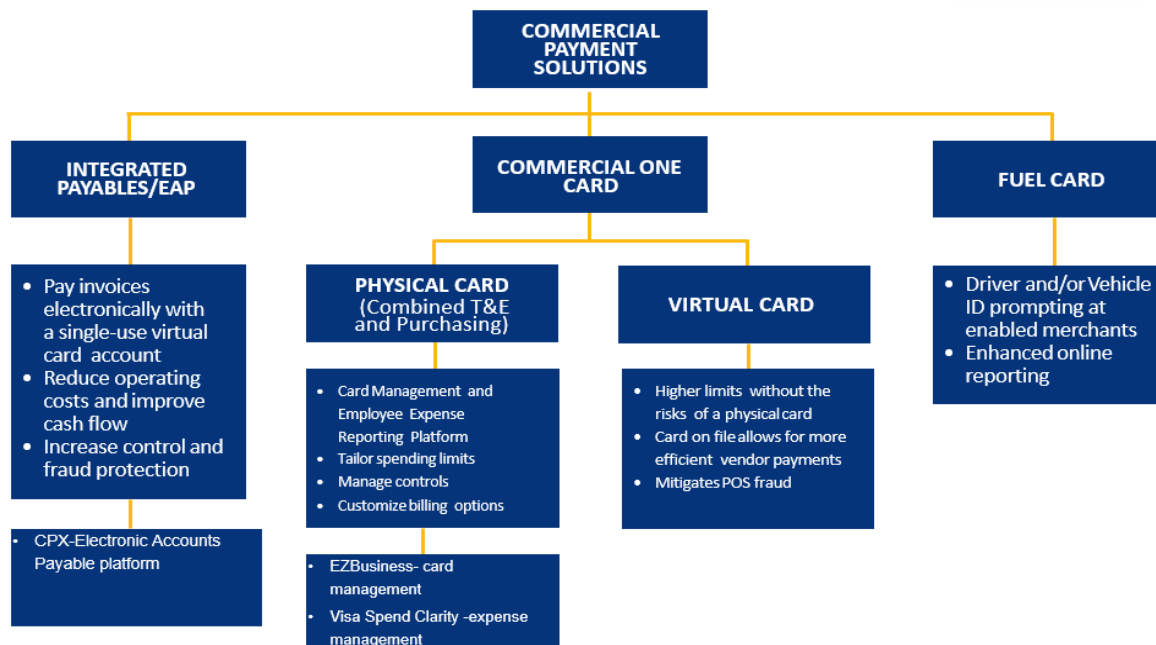
- DB&T's Wealth Management Department serves as an investment advisor to the City of Dubuque, managing the "City of Dubuque DB&T Management Agency" account, which has been open since June 29, 1989, and holds a value of approximately \$7.5 million. The account is currently invested into a Fixed Income investment strategy, with DB&T supervising and directing investments in line with the City's established investment guidelines. The funds are held in custody at MidwestOne Bank.

S. Other Services and Strategies

Please describe in narrative form those services or strategies that are not covered in Sections 6.1 through 6.16 which may benefit the City, such as process improvements and/or more efficient new technologies. This response may not exceed one single-spaced page in length.

Commercial Payments Suite

Dubuque Bank & Trust offers a robust Commercial Payment Suite of Solutions that can be used as Travel & Entertainment Card, Purchasing Card, Virtual Card and Fuel Card.



manage the following:

- View current authorizations, declines and transaction activity.
- Make card account credit line adjustments, either temporary or permanent.
- Order new employee cards or create new virtual (“vendor”) card accounts.
- Access to view virtual card full card number, expiration and CVV (static use card numbers).
- Ability to download legal PDF statements.
- Company reporting for transaction downloads by statement cycle and by cardholder.
- Manage merchant category code restrictions, auto-pay accounts, and one-time payments.
- Communicate with our internal support team through platform’s secure messaging portal.
- All Commercial One cards are covered under Visa’s Liability Waiver which covers every card up to \$100,000 for external and internal fraud.

VISA Spend Clarity

The eZBusiness platform can be used in conjunction with our expense management and reporting platform, Visa Spend Clarity. Visa Spend Clarity is custom built to your accounting codes, descriptions, and accounting string segments to automate and streamline manual processes.

- Option to include out of pocket expenses.
- Advanced receipt imaging.
- Approval process hierarchy and management.
- Automated email notifications to employees, approvers, and Program Administrators.
- Enhanced reporting, data analysis tools and data/image extract management.
- Integration with ERP via interface files.
- Visa Spend Clarity supports desktop and mobile access.
- If you have invested in a third-party accounting software (i.e., Expensify, Concur, Certify, etc.) that has an expense reporting module, we can provide a VCF file that contains transaction data to be passed directly into your software from Visa through SFTP.

Commercial Payment Exchange

Commercial Payments Exchange (“CPX”) is a payment strategy delivered either as a complete Integrated Payables or a Single Use Virtual Card Solution.

- Electronic Account Payables (“EAP): Single-Use Generated Dynamic Limit Virtual Accounts
 - Enables clients to create and manage supplier relationships that mirror their internal ERP or AP platform.
 - Reconciliation/Cost Allocation- ahead of the payment similar to the check or ACH invoice process.
 - Upload AP payment instruction files or enter one-off payments with consolidated invoices for each supplier.
 - Platform creates a Visa Single Use card account for the specific dollar amount and detailed remittance information for the supplier.
 - Supplier receives payment notification via email to take payment. Typical settlement is within 24-48 hours.
 - Separate Billing and Statement Cycle.

- Implementation Process:
 - Work with bank to tailor a payables analysis on your master vendor file for annual payables to partner in creating an overall payment strategy to optimize working capital and better streamline payment processes.
 - Leverage us for your Calling/Email Campaign and supplier enrollments with our supplier enablement team building initial suppliers within the CPX portal.

Integrated Payables

Adding ACH and/or Check Supplier Payments to the EAP payment instruction file for one streamlined payables process.

- Payment instruction file Includes ACH supplier payments and/ or check supplier payments in the same file as the EAP supplier payments.
- Allows you to incorporate TM payment processes with your commercial card program.

Merchant Processing

Dubuque Bank & Trust partners with Heartland Payments, a Global Payments Company, to offer clients merchant processing solutions.

T. References

Provide the entity name, contact person, telephone number, and email address for at least three (3) clients the Financial Institution currently serves. Please include references for public entities or entities of comparable size, if any.

Reference #1 – Western Dubuque Community Schools

- Mark Frasher, Business Manager
 - Address: 310 4th Street SW Farley, IA 52046
 - Phone: (563) 663-9472
 - Email: Mark.Frasher@wdbqschools.org

Reference #2 – Rockford Park District

- Penny Christians, Chief Financial Officer
 - Address: 401 S Main Street Rockford, IL 61101
 - Phone: (815) 987-8882
 - Email: PennyChristians@rockfordparkdistrict.org

Reference #3 – Winnebago County

- Susan Goral, Treasurer
- Address: 404 Elm Street Ste 205 Rockford, IL 61101
- Phone: (815) 319-4406
- Email: SGoral@treasurer.wincoil.gov

The Bank provides banking services to almost twenty different municipalities within the boundaries of Dubuque and Galena. Additional references can be provided upon request.

Attachment A – City of Dubuque Standard Terms and Conditions

Attachment A – City of Dubuque Standard Terms and Conditions

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the bid submittal page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

ASSIGNMENT - The City and the Contractor each are hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each bidder must submit an original bid and additional copies as required on the forms attached. The bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC – The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and

formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

CONTRACT DOCUMENTS – The Contract Documents are this Contract, the Request for Bids, the Contractor's Bids, and the following additional documents, if any:

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Bids, the Contractor's Bids, and the following additional documents, if any:

DISPUTES - Should any disputes arise with respect to the Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

INDEMNIFICATION - To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the 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 the Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Dubuque County, Iowa.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item-by-item basis. However, if Contractor's bid is based on an "all or none" condition, the City may consider its bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or

orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the Work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the Contract must do so in writing in accordance with the City's Protest by bidders which is found in the City's purchasing policy

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - All Subcontractors shall be listed in the Contract or in a written amendment to the Contract.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa.

TAXES - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

TERMINATION OF CONTRACT - The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

WARRANTIES - WORK - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

WARRANTIES - INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials and Work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials and work. The Contractor represents and warrants that the materials and Work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The Contractor further represents and warrants that the materials and Works does not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Work contemplated by the Contract.

Attachment B – Fee Proposal

Financial Institution to prepare and submit as Attachment B a full detailed schedule of all proposed specific fees based on information provided in this Request for Proposals. Please submit fees for the accounts provided in Attachment C that have transaction analysis provided and provide a schedule of overall fees for each service requested below.

- I. Attachment B below encompasses pricing for **all** accounts the City has in place with Dubuque Bank & Trust.
- II. For the month of April 2024 activity, the Bank waived 100% of **all** Treasury Management & Depository fees, totaling **\$11,142.21.**
- III. The Bank agrees to honor the following pricing for the five (5) year contract:
 - a. Waive Treasury Management & Depository fees for all existing services and accounts.
 - b. Any new accounts or Treasury Management services requested by the City outside of this RFP, will be negotiated at that time. The Bank and the City will mutually agree on the pricing of any new accounts and services with the understanding that there may be some cost that the City may need to cover for new accounts/services.
- IV. The Bank's offering is relationship-based, and the City is expected to maintain both, balances and accounts, in order to continue to enjoy an existing suite of Treasury Management services at no charge.

ATTACHMENT B - APRIL 2024 DDA ACTIVITY

COMBINED TOTALS

Item	Unit	Price	Total Monthly Fees	Explanation
Ongoing Current Services:				
Account Maintenance (Each Account)	9	30.00	270.00	Waived
Account Maintenance (Each Account)	1	15.00	15.00	Waived
Account Maintenance (Each Account)	4	25.00	100.00	Waived
Paper Credits	469	1.25	586.25	Waived
Paper Debits	431	0.22	94.82	Waived
Electronic Credits	757	0.23	174.11	Waived
Electronic Debits	109	0.23	25.07	Waived
Deposited Items - On Us	1,011	0.16	161.76	Waived
Deposited Items - Local Other	6,164	0.17	1,047.88	Waived
Deposited Items Returned	10	15.00	150.00	Waived
Coin Deposits	0	0.0025	0.00	Waived
Currency Deposits	155,689	0.0025	389.22	Waived
Returned Check Image Copy	0	0.00	0.00	Included in OLB
Account inquiry	0	0.00	0.00	
Overdraft Fees	0	35.00	0.00	
Account Reconciliation Services				
Positive Pay Maintenance	4	30.00	120.00	Waived
Positive Pay per item	408	0.06	24.48	Waived
Positive Payee per item	349	0.05	17.45	Waived
Positive Pay – Exception Items	0	0.00	0.00	
File Confirmation Per Email	0	0.00	0.00	
Online Banking				
ACH Received Item Report-Accts	0	0.00	0.00	Included in OLB
Returned Item Report	0	0.00	0.00	Included in OLB
Online Banking	1	75.00	75.00	Waived
Online Banking Current Day Detail	0	0.00	0.00	Included in OLB
Online Banking Prior Day Account	0	0.00	0.00	Included in OLB
Online Banking Prior Day Module	0	0.00	0.00	Included in OLB
Online Banking Prior Day Detail	0	0.00	0.00	Included in OLB
Online Banking Online DDA Statement	0	0.00	0.00	Included in OLB
Book Transfer Monthly Maint	0	0.00	0.00	Included in OLB
Acct/Internal Transfers	0	0.00	0.00	Included in OLB
Stop Payments Monthly Maint	0	0.00	0.00	Included in OLB
Stop Payments – Per Stop	0	20.00	0.00	Waived
ACH Monthly Maintenance	0	30.00	0.00	Waived
Image Monthly Acct. Maint	0	0.00	0.00	Included in OLB
Wire Transfers				
Wire Monthly Maintenance	1	25.00	25.00	Waived
Incoming Domestic Wire	5	12.00	60.00	Waived
Domestic Repetitive	1	15.00	15.00	Waived
Outgoing Domestic Wire	10	15.00	150.00	Waived
Internal Transfers	0	0.00	0.00	Included in OLB
ACH Service				
ACH Monthly Maintenance	1	30.00	30.00	Waived
ACH Process Run	0	0.00	0.00	Included in OLB
ACH Originated Item	7,997	0.20	1,599.40	Waived
ACH Received Item	0	0.23	0.00	Electronic Credits
PC ACH Direct Monthly Maint				

Ongoing Current Services:				
PC ACH Direct Process Run				
PC ACH Direct Item				
ACH Block Monthly Maint Per Acct		n/a		
ACH Filter Monthly Maint Per Acct	4	22.00	88.00	Waived
ACH Return Per Item	19	10.00	190.00	Waived
ACH Return/NOC Emailed	0	0.00	0.00	Available via OLB
Positive Pay				
# of Check Runs: Weekly (52)		0.00	0.00	Included in OLB
Safekeeping (incl. reporting):				
Interest Received				
Maturities/Calls				
Investment Settlement (DVP)				
Account Maintenance				
Price to Market Report				
Banking Supplies:				
Coin Wrappers		Varies		
Standard Deposit Slip Books		Varies		
Standard business checks		Varies		
Check Stock		Varies		
Locking Bank Bags		Varies		
Miscellaneous Services:				
Night Depository Service				
Safe Deposit Box (LG)				Availability Per Branch
Courier Service				
Fee for audit confirmations				
Other Items Not Mentioned: Deposit Prot Assessment	51,967	0.10	5,196.70	Waived
Other Items Not Mentioned: Dynamic Sweep	1	100.00	100.00	Waived
Other Items Not Mentioned: Cash Vault Loc	1	50.00	50.00	Waived
Other Items Not Mentioned: Bill Pay	1	10.00	10.00	Waived
Other Items Not Mentioned:x937 ICL File Processing	1	50.00	50.00	Waived
Other Items Not Mentioned:x937 ICL File Processing	1	50.00	50.00	Waived
Other Items Not Mentioned: Lockbox Mtnce	1	200.00	200.00	Waived
Other Items Not Mentioned:Lockbox Basic Item	39	0.48	18.72	Waived
Other Items Not Mentioned:Lockbox Image Arch 7yr	165	0.01	1.65	Waived
Other Items Not Mentioned:Lockbox Image Backup	127	0.07	8.89	Waived
Other Items Not Mentioned:Remote Deposit Mo	1	50.00	50.00	Waived
Other Items Not Mentioned:Remote Deposit Per Item	46	0.08	3.68	Waived

11,142.21 April 11,148.08 FEES TOTAL ACTUAL
 -5.87 April 0.00 CHARGED
 April 11,142.21 WAIVED Monthly

Attachment C – Current City Account Analysis Data

Account	Type	Apr-24	Mar-24	Feb-24	Jan-24	Dec-23	Nov-23
City of Dubuque General	Checking w/int	\$ 14,204,579	\$11,794,695	\$13,001,766	\$12,813,226	\$17,428,544	\$22,270,999
City of Dubuque TTEE for DBQ Solid Waste Disposal	Checking w/int	\$10,327,336	\$9,797,827	\$9,249,182	\$10,848,299	\$12,440,985	\$11,969,190
City of Dubuque Credit Card/Merchant Services	Checking w/int	\$7,214,848	\$6,882,528	\$6,472,564	\$6,249,428	\$5,995,249	\$5,745,561
Dubuque Initiatives	Analyzed Bus Ckg	\$100,047	\$100,026	\$106,409	\$99,949	\$96,051	\$94,201
Dubuque Initiatives Dynamic Sweep	Dynamic Sweep	\$198,581	\$200,665	\$111,713	\$19,620	\$8,131	\$2,483
City of Dubuque Ambulance Billing Lockbox	Analyzed Bus Ckg	\$2,750,717	\$2,548,649	\$2,313,198	\$2,032,946	\$1,779,299	\$1,545,410
City of Dubuque Utility Billing	Checking w/int	\$12,291,879	\$10,433,633	\$8,200,423	\$9,799,608	\$9,550,080	\$7,545,586
City of Dubuque Cable Franchise Equip Fund	Savings	\$1,210,241	\$1,210,190	\$1,210,166	\$1,210,170	\$1,210,119	\$1,210,069
City of Dubuque Housing Services Pop Fund	Business Savings	\$512	\$512	\$512	\$512	\$512	\$512
City of Dubuque Street & Garage Charity Fund	Business Savings	\$550	\$550	\$550	\$550	\$550	\$550
City of Dubuque Street & Garage Charity Fund	Money Market	\$419	\$436	\$400	\$269	\$334	\$349
City of Dubuque Police Forfeiture Fund	Savings	\$150,270	\$150,263	\$150,257	\$150,251	\$150,245	\$150,239
City of Dubuque Employees Lounge Committee	Money Market	\$660	\$676	\$692	\$708	\$725	\$741
City of Dubuque Tyler Credit Card	Checking w/int	\$3,898,088	\$3,099,453	\$2,093,413	\$1,278,455	\$549,992	\$27,755
Dubuque Initiatives Childcare Wage Enhancement Pro	Analyzed Bus Ckg	\$229,798	\$228,524	\$96,358	\$66,290	\$11,290	\$0
City of Dubuque Fire Station 4	Business Checking	\$205	\$156	\$153	\$102	\$218	\$264
City of Dubuque Police Unclaimed Funds	Checking w/int	\$106,535	\$116,421	\$130,101	\$138,564	\$256,104	\$351,142
City of Dubuque Oakview 360 Event	Checking w/int	\$83,445	\$83,442	\$83,438	\$83,435	\$83,431	\$83,428
City of Dubuque Oakview 360 Operating	Checking w/int	\$263,040	\$258,915	\$413,597	\$327,645	\$240,893	\$289,224
City of Dubuque Oakview 360 Capital	Checking w/int	\$256,978	\$256,967	\$256,957	\$258,643	\$263,511	\$263,500
City of Dubuque Switch Escrow	Checking w/int	\$399,754	\$399,811	\$399,872	\$399,917	\$399,971	\$400,006
		\$ 53,688,482	\$ 47,564,339	\$ 44,291,721	\$ 45,778,587	\$ 50,466,234	\$ 51,951,209

Account	Apr-24					Mar-24				
	# of Checks		Wires			# of		Wires		
	Checks Written	Deposited	ACH Credits	ACH Debits		Checks Written	Deposited	ACH Credits	ACH Debits	
City of Dubuque General	333	1628	115	42	4	340	806	118	45	1
City of Dubuque TTEE for DBQ Solid Waste Disposal	0	168	29	1	0	0	124	26	1	0
City of Dubuque Credit Card/Merchant Services	2	280	348	38	0	2	266	306	22	0
Dubuque Initiatives	11	2	2	1	0	6	1	2	1	0
City of Dubuque Ambulance Billing Lockbox	0	32	65	9	0	0	39	79	18	0
City of Dubuque Fire Station 4	0	0	0	2	0	0	0	0	2	0
City of Dubuque Police Unclaimed Funds	2	0	0	0	6	1	0	0	0	0
City of Dubuque Oakview 360 Operating	59	11	22	17	0	60	23	17	15	0
City of Dubuque Utility Billing	0	5054	29	0	0	1	5737	28	0	0

Attachment D – Sample Month Data to Compute Interest Earnings

- I. The Bank has agreed to pay the City an indexed interest rate. **The deposit rate will be indexed to a 13-week T-bill plus 5bps (currently at 5.03%).**
- II. The deposit rate is set to reprice monthly.
- III. Most of the City of Dubuque’s accounts are interest-bearing except for the four (4) noted below:
 - a. The Bank has agreed to update the product type (P/T) on the four (4) accounts noted below to interest-bearing accounts and to apply the same deposit rate indexed to a 13-week T-Bill plus 5bps (currently at 5.03%).
- IV. Sample monthly data noted below shows total interest income with a new deposit rate applied.

Account #	Account Name	Account Officer	LOB	Product Type	Product Number	Open Date	Current Balance	Current Avg Balance
105678	DUBUQUE INITIATIVES	KEVIN FINKE	Commercial Core	BUSINESS ANALYSIS CHECKING	200	12/15/1999	\$27,378	\$ 44,660
17326289	DUBUQUE INITIATIVES	KEVIN FINKE	Commercial Core	BUSINESS ANALYSIS CHECKING	200	11/30/2023	\$10,144	\$ 197,032
9888170138	CITY OF DUBUQUE	KEVIN FINKE	Commercial Core	BUSINESS ANALYSIS CHECKING	200	1/4/2022	\$161,038	\$ 2,888,126
9888183126	CITY OF DUBUQUE	KEVIN FINKE	Commercial Core	PUBLIC FUNDS ANALYSIS CHECKING	300	7/20/2022	\$103,544	\$ 103,659

Weekday	Day of Month	Daily Collected Balance	
Beginning:		\$16,368,697	
Monday	1	\$15,038,675	
Tuesday	2	\$15,905,344	
Wednesday	3	\$14,762,252	
Thursday	4	\$14,762,252	
Friday	5	\$14,595,070	
Saturday	6	\$14,595,070	
Sunday	7	\$14,595,070	
Monday	8	\$13,188,615	
Tuesday	9	\$11,910,004	
Wednesday	10	\$11,214,668	
Thursday	11	\$11,077,292	
Friday	12	\$9,877,863	
Saturday	13	\$9,877,863	
Sunday	14	\$9,877,863	
Monday	15	\$9,235,461	
Tuesday	16	\$9,818,215	
Wednesday	17	\$9,568,634	
Thursday	18	\$8,554,194	
Friday	19	\$23,124,360	
Saturday	20	\$23,124,360	
Sunday	21	\$23,124,360	
Monday	22	\$7,900,452	
Tuesday	23	\$8,331,324	
Wednesday	24	\$7,547,764	
Thursday	25	\$15,453,562	
Friday	26	\$13,619,129	
Saturday	27	\$13,619,129	
Sunday	28	\$13,619,129	
Monday	29	\$14,575,261	
Tuesday	30	\$14,575,261	
Wednesday	31	\$13,980,247	
Average Collected Balance:		\$13,356,795.00	RFP Example
Interest Rate		5.03%	13-Week T-Bill + 5bps dtd 8/27/24
Days In Month		31	
Total Interest earnings for month:		\$57,061	
Assumes no change in Federal Funds rate during the month			
Average Collected Balance:		\$50,000,000.00	Balance closer to actual
Interest Rate		5.03%	13-Week T-Bill + 5bps dtd 8/27/24
Days In Month		31	
Total Interest earnings for month:		\$213,603	

Attachment E – Insurance Requirements

- I. **For additional details, please refer to the enclosed COI showing the Bank's insurance coverage (Cyber, Professional Liability, excess coverage, etc.).**

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #__or Project Location at _____or construction of_____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub- subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to certificate of insurance.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits, then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:

The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa Coverage	
B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement. Coverage B

limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE J (continued)

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY

1) Directors and Officers \$20,000,000

Provide evidence of coverage for 5 years after completion of project.

F) CYBER LIABILITY \$20,000,000

Coverage for First- and Third-Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

G) FINANCIAL INSTITUITOIN BOND \$20,000,000

H) WIRE TRANSFER LIABILITY \$20,000,000

IN WITNESS WHEREOF, this Signature Agreement and the Agreement is agreed to and executed by the Customer, each Affiliate, if any, and Bank as of the date first set forth above and shall be deemed to be effective as of such date ("Effective Date"); provided, that any Service shall not be effective or provided until Bank has notified Customer that the Services are implemented and active for use.

CUSTOMER: **City of Dubuque**

TIN: **42-6004596**

Authorized Officer Signature: _____

Name:

Title:

Email:

This Agreement includes the following Affiliates:

If authorized officer of the Affiliate listed below, is different than Customer listed above, obtain signature from authorized officer from Affiliate below.

Affiliate Name:

Tax ID No.:

Authorized Officer different than Customer Signer:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____

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Signing as a duly authorized officer or agent of each of the Affiliates listed above:

Authorized Signature: _____

Print name: _____

Print title: _____

BANK: **Dubuque Bank & Trust**

Authorized Officer Signature: _____

Name: Drew Townsend

Title: President & CEO

Email: dtownsend@dubuquebank.com

[Signature Page to Signature Agreement to Master Treasury Management Services Agreement]

07.19.2024

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.

TO: The Honorable Mayor and City Council Members

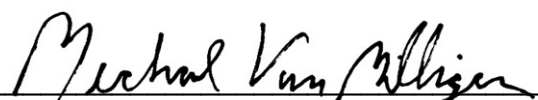
FROM: Michael C. Van Milligen, City Manager

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.

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Commercial Banking Services Recommendation

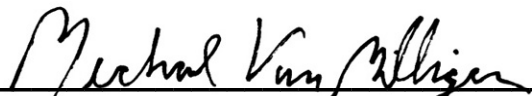
DATE: October 28, 2024

Chief Financial Officer Jennifer Larson recommends City Council approval of Dubuque Bank and Trust as the bank to provide financial services to the city of Dubuque for a five-year period. With increased interest earnings and continued reduced costs, the City is estimated to increase interest earnings by approximately \$747,427 annually.

This selection is based on their competitive fee structure, potential for high interest revenue, robust online banking capabilities, proactive fraud prevention measures, exceptional customer service, and local accessibility through multiple branch locations.

Chief Financial Officer Jennifer Larson will make a presentation and be available to answer questions.

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

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Commercial Banking Services Recommendation

DATE: October 28, 2024

INTRODUCTION

The purpose of this memorandum is to recommend Dubuque Bank & Trust for the City's commercial banking services.

BACKGROUND

The City of Dubuque has maintained bank accounts with Dubuque Bank & Trust since a request for proposals (RFP) for banking services was issued in 2007. To reassess our banking options, including a detailed analysis of costs, interest revenues, and potential enhancements to our financial operations, the City released a new RFP on August 6, 2024. Interested financial institutions were invited to submit their proposals by the closing date of September 3, 2024, following a Q&A period.

DISCUSSION

A total of eight financial institutions submitted proposals, including:

- U.S. Bank
- MidWest One Bank
- JP Morgan Chase
- Green State Credit Union
- Fidelity Bank
- Dubuque Bank & Trust
- Collins Community Credit Union
- Capra Bank

The RFP required a comprehensive submission addressing several criteria, including fee and interest earnings proposals, account structures, compliance with regulations, online platform capabilities, and customer support options.

The Banking Services RFP review committee consisted of the following members:

Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager
Keith Strey, Finance Project Manager
Kate Weidemann, Finance Accountant
Joe Pregler, Chief Security Officer

After a thorough review, the committee invited three institutions—Green State Credit Union, Dubuque Bank & Trust, and Capra Bank—for onsite interviews, conducted between October 1 and October 3, 2024. JP Morgan Chase was excluded from consideration as they do not have a physical branch within city limits.

On October 10, 2024, after evaluating the interviews and demonstrations, the committee unanimously selected Dubuque Bank & Trust for the following reasons:

- Fee Waivers: All existing account fees would be waived.
- Interest Rate: Proposed interest rate based on the 13-Week T-Bill plus five basis points.
- No FDIC Assessment: Waiving the FDIC insurance assessment for the City's accounts.
- No Deposit Ticket Costs: Continuation of waived costs for deposit tickets.
- Online Banking Platform: Access to either the existing Q2 online banking platform or the upgraded DragonFly platform post-conversion in January 2025, featuring extensive transaction history and secure messaging capabilities.
- Fraud Prevention: Proactive fraud alerts through Elite Business Services that contact City finance staff when discrepancies in vendor payments arise.
- Customer Service Availability: Customer support beyond standard hours (Monday – Friday, 8 a.m. – 7 p.m.).
- Accessibility: Four branch locations within the corporate limits of the City of Dubuque.

Based on an average monthly collected balance of \$17,293,835 and the proposed interest rate of 4.52% (plus five basis points), the estimated annual interest revenue generated from Dubuque Bank & Trust would amount to \$790,328. This represents a significant increase of approximately \$747,427 compared to the current interest rate of 0.248%.

Dubuque Bank & Trust has consistently waived fees since 2007, ensuring no cost changes for the City.

RECOMMENDATION

I respectfully recommend awarding a five-year banking services agreement to Dubuque Bank & Trust. This selection is based on their competitive fee structure, potential for high interest revenue, robust online banking capabilities, proactive fraud prevention measures, exceptional customer service, and local accessibility through multiple branch locations.

JML

Attachment

cc: Crenna Brumwell, City Attorney
Brian DeMoss, Finance Manager
Keith Strey, Finance Project Manager
Joe Pregler, Chief Security Officer

REQUEST FOR PROPOSALS FOR COMMERCIAL BANKING SERVICES



**Issue Date
August 6, 2024**

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1.0 Introduction

1.1 Purpose

The City of Dubuque, Iowa (the “City”), is requesting proposals from qualified Financial Institutions (“Financial Institutions”) for depository, cash management, and general banking services. Through this Request for Proposals (this “RFP”), the City intends to evaluate its banking opportunities, including costs analysis, as well as explore new services that could benefit the financial security and efficiencies of City operations.

1.2 Background Information

This RFP is designed to provide firms with the information necessary for the preparation of a competitive bid proposal. The RFP process is for the City’s benefit and is intended to provide the City with competitive information to assist in the selections process.

The City constitutes a political subdivision of the State of Iowa (the “State”). Dubuque 2038 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome. The City’s Vision Statement is: Dubuque 2038 has preserved our Masterpiece on the Mississippi, has a strong, diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyles; have choices of quality, affordable, livable neighborhoods; have an abundance of diverse, fun things to do; and are successfully and actively engaged in the community. The City’s Mission Statement is: Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government’s mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community’s future; and facilitate access to critical human services.

A High-Performance Organization (and Community) with Engaged Employees and Residents that is Data-Driven and Outcome-Focused built on the five pillars of: Creating an Equitable Community (and Organization) of Choice, Resiliency, Sustainability, Equity, Compassion, and Transparency.

Creating an Equitable Community (and Organization) of Choice

A High-Performance Organization (and Community) with
Engaged Employees and Residents that is Data-Driven and
Outcome-Focused built on the five pillars of:

Resiliency

Sustainability

Equity

Transparency

Compassion

Through Partnerships, Planning, & People

www.cityofdubuque.org

Adopted by City Council on January 16, 2024

Because the City is a local governmental unit of the State, the City is exempt from federal excise taxes and state and local sales and use taxes on the services requested within this RFP. The successful Financial Institution shall be responsible for paying any taxes incurred by the Financial Institution in connection with its performance should it be awarded the contract.

2.0 Administrative Information

2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Financial Institution.

Jenny Larson
Chief Financial Officer
City of Dubuque
50 W. 13th St.
Dubuque, IA 52001
E-mail: Jlarson@cityofdubuque.org

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful Financial Institution, Financial Institutions shall not discuss the RFP with or contact any other representative of the City or any of the Selection Committee members except as expressly authorized by the Issuing Officer. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Financial Institution's proposal.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted on the City's website at www.cityofdubuque.org/bids. Financial Institutions are advised to check periodically for addenda to this RFP, particularly if the Financial Institution downloaded the RFP from the Internet as the Financial Institution may not automatically receive addenda. It is the Financial Institution's sole responsibility to check as frequently as the Financial Institution deems prudent for addenda to posted documents.

2.4 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the City reserves the right to change the dates to meet the City's needs.

Post notice of RFP on City website	August 6, 2024
Questions and Requests for Clarification due	August 27, 2024 4:00 PM CDT
Response to Questions	August 28, 2024 4:00 PM CDT
Closing Date for Receipt of Proposals	September 3, 2024 4:00 PM CDT
Anticipated Date to issue Notice of Intent to Award:	October 7, 2024
Anticipated Date to Begin Services:	To Be Determined

2.5 Questions and Requests for Clarification

Financial Institutions are invited to submit questions and requests for clarifications regarding the RFP. Questions or requests for clarifications must be submitted via email and received by the Issuing Officer before 4:00 PM CDT on August 27, 2024. Verbal questions will not be

permitted. If the questions or requests for clarifications pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be posted as needed to the City's website via an addenda at www.cityofdubuque.org/bids on or before 4:00 PM CDT on August 28, 2024. The written responses will be considered part of the RFP.

2.6 Amendment to the RFP

The City reserves the right to amend the RFP at any time. Financial Institutions shall acknowledge receipt of any and all amendments in its proposal. If an amendment occurs after the closing date for receipt of bid proposals, the City may, in their sole discretion, allow Financial Institutions to amend their bid proposals in response to the amendment if necessary.

Financial Institutions may amend their bid proposals If the amendment is in writing, signed by an authorized representative of the Financial Institution, and received by the City by the time set for the receipt of proposals. Financial Institutions who submit proposals in advance of the deadline may withdraw, modify, or resubmit proposals at any time prior to the deadline for submitting proposals. Financial Institutions must notify the Issuing Officer in writing if they wish to withdraw their proposals.

2.7 Submission of Proposals

The bid proposal must be a PDF attachment **submitted via ShareFile** provided to <https://cityofdubuque.sharefile.com/r-r28e8cc4444b48228> and must be received by 4:00 PM CDT on September 3, 2024. **This is a mandatory requirement and will not be waived by the City. Any bid proposal received after this deadline will be rejected. The City is under no obligation to confirm receipt.** Each Financial Institution must furnish all information necessary for the City to evaluate its proposal by the submission deadline. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information and general marketing material will not be considered by the City and shall not be submitted as part of any proposal.

2.8 Costs of Preparing the Proposal

The costs of preparation and delivery of the proposal are solely the responsibility of the submitting Financial Institution.

2.9 Rejection of Proposals

The City reserves the right to reject any or all proposals, in whole and in part, received in response to this RFP. Issuance of this RFP in no way constitutes a commitment by the City to award a contract.

2.10 Disqualification

The City may reject proposals outright for any one of the following reasons:

2.10.1 The Financial Institution fails to deliver the proposal by the due date and time.

2.10.2 The Financial Institution states that a service requirement cannot be met.

2.10.3 The Financial Institution's response materially changes a service requirement.

2.10.4 The Financial Institution's response limits the rights of the City.

2.10.5 The Financial Institution fails to include information necessary to substantiate that it will be able to meet a service requirement.

2.10.6 The Financial Institution fails to respond to the City's request for

information, documents, or references.

2.10.7 The Financial Institution fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in Section 4 of this RFP.

2.10.8 The Financial Institution presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

2.10.9 The Financial Institution initiates or continues unauthorized contact regarding the RFP.

2.10.10 The Financial Institution provides any misleading or inaccurate response.

2.10.11 The Financial Institution does not, as of the date of issuance of this RFP, have a fully staffed, physical location within the corporate limits of the City. For purposes of this subsection, “fully staffed” means (a) one or more employees of the Financial Institution being physically present at the physical location during normal banking hours; and (b) such physical location is open to the public during normal banking hours.

2.11 Nonmaterial Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the proposal if, in the judgment of the City, it is in the City’s best interest to do so. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Financial Institution from full compliance with RFP specifications or other contract requirements if the Financial Institution is awarded the contract. The determination of materiality is in the sole discretion of the City.

2.12 Reference Checks

The City reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, or to otherwise discuss the Financial Institution’s qualifications.

2.13 Information from Other Sources

The City reserves the right to obtain and consider information from any other source concerning a Financial Institution, such as the Financial Institution’s capability and performance under other contracts.

2.14 Bid Proposal Clarification Process

The City reserves the right to contact a Financial Institution after the submission of proposals for the purpose of clarifying a proposal and ensuring mutual understanding. The City will not consider information received during the clarification process if the information materially alters the content of the proposal. An individual authorized to legally bind the Financial Institution shall sign all responses to any request for clarification. Responses shall be submitted to the City within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the proposal as noncompliant.

2.15 Public Records and Requests for Confidential Treatment

The City shall treat all information submitted by a Financial Institution as public records unless the Financial Institution properly requests that specific parts of the proposal be treated as confidential at the time of submission AND, in the opinion of the City or the City’s counsel,

the information is in fact confidential under Iowa or other applicable law. The City's release of public records is governed by Iowa Code Chapter 22. Financial Institutions are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The City will copy and produce public records as required to comply with Chapter 22 or other applicable laws, and no prior notice of the release of any public record will be provided to any Financial Institution.

Any request for confidential treatment of information must be included in the transmittal letter with the Financial Institution's proposal. For each confidentiality request, the Financial Institution must (1) enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the material as confidential; (2) provide adequate justification as to why the material should be maintained in confidence; (3) explain why disclosure of the material would not be in the best interest of the public; and (4) set forth the name, address, telephone number, and email address for the person authorized by the Financial Institution to respond to inquiries by the City concerning the confidential status of such material. Requests to maintain an entire proposal as confidential will result in the entire proposal being rejected as non-responsive. A request for confidentiality that does not comply with this section or a request for confidentiality of information or material which cannot be held in confidence as set forth herein are grounds for rejecting a proposal as non-responsive.

Any proposal submitted which contains information for which the Financial Institution is requesting confidential treatment must be conspicuously marked by the Financial Institution as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific information as confidential shall be deemed to constitute the Financial Institution's consent to public disclosure of part or all of any such information.

If the Financial Institution designates any portion of its proposal as confidential, the Financial Institution must submit a version of its proposal labeled as "Public Copy" and from which the confidential information has been excised. The confidential information must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as reasonably possible.

If the City receives a request for information that includes information the Financial Institution has marked as confidential and the City believes it is required to release the information so intends to release such information, the City will give written notice to the Financial Institution at least seven calendar days prior to the release of the information to allow the Financial Institution to seek injunctive relief pursuant to Iowa Code § 22.8. The City shall not be required to seek injunctive relief or otherwise take any legal action for or on behalf of any Financial Institution. After seven (7) calendar days, the City may release the information marked confidential unless a court of competent jurisdiction determines the information to be exempt from disclosure under Iowa Code Chapter 22 or other applicable law.

Except as otherwise provided herein: if the Financial Institution fails to comply with the request process set forth herein; if the Financial Institution's request for confidentiality is unreasonable, as determined in the sole discretion of the City or the City's counsel; or if the Financial Institution rescinds its request for confidential treatment, then the City may release such information or material with or without providing advance notice to the Financial Institution and with or without affording the Financial Institution the opportunity to obtain an order restraining its release.

The Financial Institution's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Financial Institution may have had.

2.16 Copyrights

By submitting a proposal, the Financial Institution agrees that the City may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. The Financial Institution consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The City shall have the right to use ideas or adaptations of ideas which are presented in the proposals.

2.17 Release of Claims

By submitting a proposal, the Financial Institution agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, whether negligent or otherwise, to provide the Financial Institution with pertinent information as intended by this RFP.

2.18 Presentations

Financial Institutions may be asked to make a presentation of their proposal. The presentation, if necessary, will occur at the City's offices. The determination as to need for presentations, including the location, order, and schedule of the presentations, shall be at the sole discretion of the City.

2.19 Evaluation of Proposals Submitted

Proposals which are timely submitted and are not subject to disqualification will be evaluated in accordance with Section 7 of this RFP.

2.20 Definition of Contract

The full execution of a separate written contract shall constitute the making of a contract for services, and no Financial Institution shall acquire any legal or equitable right relative to the goods or services to be provided in connection with this RFP unless and until a separate written contract, with terms and conditions acceptable to the City, has been fully executed by the City and the successful Financial Institution. By submitting a proposal, each Financial Institution acknowledges that any selection of a successful Financial Institution by the City under this RFP, including, without limitation, any verbal or written notice thereof provided by or on behalf of the City, shall not create any contractual rights or other obligations between the City and the successful Financial Institution.

2.21 Choice of Law and Forum

This RFP and any contract resulting therefrom shall be governed by the laws of the State of Iowa, without regard to its conflicts of laws provisions or applications. Changes in applicable laws and rules may affect the award process or the resulting contract. Financial Institutions are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the state courts of the Iowa District Court in and for Dubuque County, Iowa or the federal courts of the Northern District of Iowa, Eastern Division, and the parties hereby irrevocably consent to the exclusive jurisdiction of said courts.

2.22 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by public employees and requires certain individuals to disclose information concerning their activities with public government. Financial Institutions are responsible to determine the applicability of the law to their activities and to comply with all relevant requirements. Pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.23 No Minimum Guaranteed

The City anticipates that the selected Financial Institution will provide services as requested by the City. The City will not guarantee any minimum compensation will be paid to the Financial Institution or any minimum level of usage of the Financial Institution's services.

3.0 Contract

3.1 Contract

The Financial Institutions proposed contract for services must be included in the submittal. It should include the City of Dubuque's Standard Terms and Conditions found in the Appendix A. The City reserves the right to either award a contract without further negotiation with the successful Financial Institution or to negotiate contract terms with the selected Financial Institution, if the City determines, in the City's sole discretion, the best interests of the City would be served by doing so.

The City reserves the right to refuse to enter into a contract with the successful Financial Institution for any reason.

3.2 Resulting Contract

The contract between the City and the Financial Institution shall be a combination of:

3.2.1 The specifications, terms, and conditions of this RFP.

3.2.2 The Financial Institutions mutually agreed upon contract.

3.2.3 The contents of the Financial Institution's proposal.

3.2.4 Any written changes or clarifications made in accordance with the provisions herein.

3.3 Contract Length

The City currently anticipates the duration of any resulting contract will be for an initial period of five (5) years. The City anticipates having the option to extend the contract upon the same or more favorable terms and conditions for up to one (1) additional three (3) year period following expiration of the initial five-year period, by providing the selected Financial Institution with written notice of its exercise of such option. The resulting contract may be terminated at the City's discretion, with or without cause, after thirty (30) days' written notice to the Financial Institution.

4.0 Format and Content of Proposals

4.1 Proposal Format

The proposal shall be submitted as a PDF document using a page size of 8.5" x 11".

4.2 Technical Proposal

The following documents and responses shall be included in the proposal in the order given below:

4.2.1 Transmittal Letter: An individual authorized to legally bind the Financial Institution shall sign the transmittal letter. The letter shall include the Financial Institution's mailing address, email address, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter, in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address, and telephone number of the individual authorized to respond to the City about the confidential nature of the information. The Financial Institution shall guarantee in writing the availability of the services offered and that all proposal terms, including price, will remain firm a minimum of one hundred eighty days (180) days following the deadline for submitting proposals.

4.2.2 Table of Contents: The Financial Institution shall include a table of contents of its proposal.

4.2.3 Responses to Mandatory Service Requirements: The Financial Institution shall address each mandatory service requirement under Section 6 in this RFP. In the response, please reference each section, e.g.: 6.1, 6.2, 6.3, etc.

4.2.3.1 Describe any order, judgment, or decree of any federal, state, tribal, local, or other governmental authority barring, suspending, or otherwise limiting the right of the Financial Institution to engage in any business, practice, or activity.

4.2.3.2 A list and summary of all actual and threatened litigation, administrative or regulatory proceedings, or similar matters to which the Financial Institution or its officers have been a party.

Failure to disclose these matters may result in rejection of the proposal as non-responsive or termination of any subsequent contract. The above disclosures are a continuing requirement of each Financial Institution during this RFP process and of the successful Financial Institution during the term of any resulting contract. The Financial Institution shall also provide written notification to the City of each such matter commencing or occurring after submission of a proposal, and with respect to the successful Financial Institution, following execution of the contract.

4.2.4 Fee Proposal – Attachment B: The Financial Institution shall submit a fully detailed fee proposal as Attachment B.

4.2.4.1 There shall be no reimbursable expenses. The Financial Institution shall be solely responsible for all costs and expenses, including, but not limited to, travel, mileage, meals, lodging, supplies, training, long distance telephone, and all other costs and expenses of the Financial Institution.

4.2.4.2 The fees proposed in Attachment B shall be fixed for five (5) years from the effective date of the agreement. Thereafter, fees may be increased by no more than three percent (3%) per year; provided,

however, that new fees may be introduced upon the written mutual agreement for new services not addressed in Attachment F, or fees attributable to new statutory or regulatory requirements. **The City shall not be obligated to pay any other fee, charge, or other amount to the Financial Institution other than the fees set forth in Attachment B.**

4.2.5 Interest Earnings Proposal – Attachment D: The Financial Institution shall submit a fully detailed interest earnings proposal as Attachment D.

4.2.5.1 The interest proposed in Attachment D shall be computed using the “Sample Month Data to Compute Interest Earnings” in Attachment D. The total Interest Earnings for the month shall be provided. The calculation shall assume no change in the Federal Funds rate during the month.

4.2.5.2 Please describe your policy for crediting interest earned to demand accounts.

4.2.5.3 Daily interest should be paid on the investible balance (defined as all monies on hand each night, less minimum float if required) of the City’s interest-bearing accounts. All proposals shall state the current interest rate the Financial Institution will pay on the assumptions cited above. Please include in the proposal submission the index the Financial Institution uses as the basis for the interest rate. In addition, please provide information on whether the interest rate changes if more funds are invested with the Financial Institution and at what levels it changes.

4.2.5.4 It is important to describe the types of accounts the bank is willing to provide (i.e. market based interest checking account, sweep account, etc.) and the calculation of interest rate as a percentage of the federal funds rate and note the current rate when the bid is submitted. Please describe how the Federal fund rate is determined.

4.2.5.5 Include a minimum interest rate or floor rate the Financial Institution is willing to provide for the City.

4.2.6 Insurance Requirements – Attachment E: The Financial Institution will provide insurance which meets all requirements on the attached insurance schedule J, if selected as the Financial Institution of choice by the City. Any deviation from such requirements shall be specifically identified on the acknowledgment.

5.0 Current Commercial Banking Services

5.1 Current Accounts and Services

The City currently maintains twenty-one (21) accounts, including thirteen (13) commercial checking accounts, in order to segregate and report on funds related to its various services and programs. The average monthly balance for all 21 accounts was approximately \$48.96 million during the period of November 2023 through April 2024, as presented more thoroughly in Attachment C. A full list of all current accounts which are part of this RFP, as well as balance, volume, and count trends is included in Attachment C. All 962 current active payroll

employees (except 4) are paid via direct deposit and are allowed up to three (3) direct deposit accounts per employee. City accounts do require cash and coin operations.

6.0 Mandatory Service / Proposal Requirements

6.1 Personnel and Account Servicing

The Financial Institution must provide a dedicated relationship manager and staff capable of training and supporting all products. The dedicated relationship manager should have a strong understanding of the City's operations and sufficient decision-making authority within the Financial Institution to resolve issues.

6.1.1 Please provide a profile of the proposed assigned relationship manager and bios of all product specialists to be assigned to the City's account, including the implementation manager. Describe how the staff is organized and how the Financial Institution will meet the City's customer service needs when it needs immediate assistance with wires or other account issues.

6.1.2 Describe the availability of user guides (both for administrators and regular users), training, and customer support on an on-going basis.

6.2 General Banking Information

6.2.1 City of Dubuque Presence – Indicate if the Financial Institution has, as of the date of issuance of this RFP, a fully staffed, physical location within the corporate limits of the City. For purposes of this subsection, “fully staffed” means (a) one or more employees of the Financial Institution being physically present at the physical location during normal banking hours; and (b) such physical location is open to the public during normal banking hours.

6.2.2 Federal Reserve – The Financial Institution must have direct access to the check clearing, collection, and wire transfer services of the Federal Reserve. Please affirm.

6.2.3 Ratings – Provide ratings information from a recognized credit rating agency (e.g. Moody's, S&P Global, etc.) or financial institution rating agencies (e.g. Veribanc, Highline, etc.)

6.2.4 Financial Statements – Provide audited financial statements for the most recent three fiscal years.

6.2.5 Community Reinvestment Act (CRA) rating and rating authority – include information on the Financial Institution's CRA activity within the State and specifically within the City of Dubuque.

6.2.6 Public depository – Provide proof of current standing as an eligible public depository.

6.2.7 Collateral Policy – Provide confirmation the Financial Institution will adhere to the State's public funds collateral requirements. Iowa Code Chapter 12C, "Deposit of Public Funds", requires institutions to pledge collateral to the State Treasurer when they accept public deposits. The amount of collateral must equal or exceed the difference between the institution's public funds deposits and its total capital. The institution must also pledge eligible collateral with a custodian approved by the

State Treasurer. The institution must determine whether circumstances require it to pledge securities on a given day. The institution must also grant the State Treasurer a perfected security interest in the collateral to secure the repayment of uninsured public funds and any future assessments. The institution must ensure the State Treasurer has a valid, enforceable, first priority security interest in the collateral. The institution's acceptance of public funds also means it consents to the disposition of the collateral, assessments by the State Treasurer, and providing accurate information. The State Treasurer's Office can answer questions about Iowa's pledging process and instructions.

6.3 Compensating Balance Credit / Interest Earnings on Account

As noted in Section 5.1, the twenty-one (21) City commercial accounts had an average monthly collected balance of approximately \$48.96 million during the period of November 2023 through April 2024, as detailed more thoroughly in Attachment C. The Financial Institution must provide credit for average collected balances on deposit in all accounts to offset the Financial Institution charges for fees. Please describe how the interest rate is established and applied and **provide the monthly interest rates proposed and the calculated net interest earnings on each account listed in Attachment C from November 2023 through April 2024** which would have applied to the City.

6.4 On-Line Platform Status & Future Upgrades

Maintenance of software platforms utilized in providing services to the City is a priority. Please describe the status of the on-line banking platform to be used in providing banking services for the City, how often updates are carried out, and the timeline for planned future system upgrades.

6.5 On-Line Access & Cyber Security

The Financial Institution must provide a high level of on-line and cyber security. Please describe the security features of the Financial Institution's on-line access and cyber security protocols.

6.6 On-Line User Administration

The Financial Institution must have on-line user account set-up and maintenance for all services provided. If a City administrator(s) cannot manage access to all services, please provide a description of the services which can and cannot be managed on-line by such an administrator. The City is looking for on-line user administration functions which allow for user set-ups to be cloned and slightly modified, instead of having to set up each new user from scratch.

6.7 On-Line Check Deposit Services

The Financial Institution must provide the capability for the City to scan and deposit checks into specified accounts remotely using a digital scanner or similar device. Please describe the remote deposit process, including the deadline for same day credit deposit. Please attach availability schedules.

6.8 On-Line Wire Transfer Origination Services

The Financial Institution must provide the capability for the City to originate and manage wire transfer transactions individually and to upload multiple wire transfer transactions in batches.

Briefly describe the Financial Institution's various wiring functionalities and include the Financial Institution's deadline for accepting wiring instructions. See Attachment C for current account activity trends.

6.9 On-Line Automated Clearing House (ACH) Services

The Financial Institution must provide the capability for the City to originate and manage ACH debit and credit transactions individually and to upload multiple ACH transactions in batches. See Attachment C for current account activity trends.

6.9.1 Briefly describe the Financial Institution's ACH processing windows and deadlines.

6.9.2 Briefly describe all the ways to initiate ACH on the Financial Institution's online platform and the available security measures related to the ACH initiation.

6.9.3 Briefly describe the security measures utilized by the Financial Institution to ensure ACH debits are authorized.

6.9.4 Briefly describe the account verification services provided by the Financial Institution.

6.10 ACH Debit Filter

The Financial Institution must have the ability to set up either an ACH debit block or a debit filter on each account, as may be requested from time-to-time by the City and allow certain ACH company IDs to bypass the ACH debit blocks, if requested. Financial Institution must have the ability to set up a check clearing block on an account, as may be requested from time-to-time by the City. Please affirm.

6.11 Positive Pay Services

The Financial Institution must provide for the daily, automated receipt of payment data, including check number, issue date, amount, and payee from the City, then only clear checks which match check number, issue date, amount, and payee. Please affirm.

6.12 Fraud Monitoring

Please describe in detail the Financial Institution's fraud monitoring capabilities and protocols to identify transactions which are out of the norm or suspicious, the software and other tools used to monitor transactions, expected customer notification timelines for potential issues, and the support provided to customers to investigate potential fraud and minimize loss.

6.13 On-Line Account Information / Reporting (1,095-day or 3 year minimum)

Provide a brief description of these capabilities.

6.13.1 Same day reporting of ACH and wire receipts

6.13.2 Date range / transaction type search feature

6.13.3 Access to images of cleared checks

6.13.4 Detail of wire transfers and ACHs

6.13.5 Access to on-line deposits and check images

6.14 Account Analysis Services

The Financial Institution must document all transaction volumes and charges on an analysis

statement and provide an internal review of the analysis statements for accuracy each month prior to assessing fees. The Financial Institution must make these analyses available to the City. Please affirm.

6.15 On-Line user defined alerts and messages

The Financial Institution must provide on-line user-defined alerts and messages for critical events. Please describe how these features function.

6.16 Implementation/Conversion Plan

The Financial Institution must provide an implementation/conversion plan for the transition of services from the City's current service provider. Please provide a listing of steps, responsible parties, and the approximate duration of each step. Any one-time set-up fees, consulting fees, support fees, and other fees charged for such a transition should be included in Attachment B – Fee Proposal.

6.17 Other Financial Institution Relationships with the City

Please highlight any current relationships the Financial Institution has with the City and how each such relationship helps support the City's Vision Statement, Mission Statement, and Equitable Community of Choice, as stated in Section 1.2.

6.18 Other Services and Strategies

Please describe in narrative form those services or strategies that are not covered in Sections 6.1 through 6.16 which may benefit the City, such as process improvements and/or more efficient new technologies. This response may not exceed one single-spaced page in length.

6.19 References

Provide the entity name, contact person, telephone number, and email address for at least three (3) clients the Financial Institution currently serves. Please include references for public entities or entities of comparable size, if any.

7.0 Evaluation of Bid Proposals

7.1 Introduction

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the City. The evaluation process is designed to award the contract to the Financial Institution with the best combination of attributes to best perform the required services at the greatest benefit of the City, not necessarily to the Financial Institution of least cost.

7.2 Evaluation Committee

The City intends to conduct a comprehensive, fair, and impartial evaluation of bid proposals received in response to this RFP. An Evaluation Committee will review and evaluate the proposals. The Evaluation Committee will make a recommendation to the City Manager. No debriefing or scoring information shall be released before the City Manager or City Council has recommended that an agreement be negotiated with the recommended Financial Institution. However, after authorization has been granted to negotiate an agreement, all contents of the submitted proposals (except those properly subject to the confidentiality provisions of this RFP) shall become public information.

7.3 Evaluation Criteria

The Evaluation Committee will evaluate all proposals and make an award recommendation to the City Manager using the following criteria and general considerations:

- 7.3.1 Availability and Quality of Service (35%) - the ability to meet the City's current and projected service requirements, capacity to provide a wide range of on-line services, the experience of assigned staff, and quality of references.
- 7.3.2 Cost (25%) – cost per identified activity and aggregate service costs, earnings credit rate, availability of funds schedule.
- 7.3.3 Technology/Innovation (20%) – the manner in which the Financial Institution's proposal has addressed the required items included in this RFP, including conversion/implementation plans.
- 7.3.4 Financial Strength and Stability (15%) – the ability to demonstrate favorable capital adequacy ratio (CAR), asset quality ratio, net interest margin (NIM), and return on assets (ROA).
- 7.3.5 Completeness and Conciseness of Response (5%) – the manner in which the Financial Institution's proposal has addressed the required items included in this RFP.
- 7.3.6 Local Purchasing Preference - As required by Iowa Code § 23A.3, it shall be City policy to consider purchasing equipment, materials, supplies, and services from locally owned businesses located within the City of Dubuque, when the cost and other considerations are relatively equal.

8 Disputes/Exceptions

Any prospective proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, any notice of award, or any notice of rejection shall set forth the specific reason(s) and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the Issuing Officer set forth in Section 2.1, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

Attachment A – City of Dubuque Standard Terms and Conditions

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the bid submittal page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

ASSIGNMENT - The City and the Contractor each are hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each bidder must submit an original bid and additional copies as required on the forms attached. The bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC – The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and

formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

CONTRACT DOCUMENTS – The Contract Documents are this Contract, the Request for Bids, the Contractor’s Bids, and the following additional documents, if any:

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Bids, the Contractor’s Bids, and the following additional documents, if any:

DISPUTES - Should any disputes arise with respect to the Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

INDEMNIFICATION - To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the 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 the Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Dubuque County, Iowa.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item-by-item basis. However, if Contractor's bid is based on an "all or none" condition, the City may consider its bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or

orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the Work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the Contract must do so in writing in accordance with the City's Protest by bidders which is found in the City's purchasing policy

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - All Subcontractors shall be listed in the Contract or in a written amendment to the Contract.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa.

TAXES - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

TERMINATION OF CONTRACT - The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

WARRANTIES - WORK - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

WARRANTIES - INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials and Work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials and work. The Contractor represents and warrants that the materials and Work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The Contractor further represents and warrants that the materials and Works does not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Work contemplated by the Contract.

Attachment B – Fee Proposal

Financial Institution to prepare and submit as Attachment B a full detailed schedule of all proposed specific fees based on information provided in this Request for Proposals. Please submit fees for the accounts provided in Attachment C that have transaction analysis provided and provide a schedule of overall fees for each service requested below.

Item	Unit Price	Total Monthly Fees	Explanation
Ongoing Current Services:			
Account Maintenance (Each Account)			
Paper Credits			
Paper Debits			
Electronic Credits			
Electronic Debits			
Deposited Items			
Deposited Items Returned			
Coin Deposits			
Currency Deposits			
Returned Check Image Copy			
Account inquiry			
Overdraft Fees			
Account Reconciliation Services			
Positive Pay Maintenance			
Positive Pay per item			
Positive Pay – Exception Items			
File Confirmation Per Email			
Online Banking			
ACH Received Item Report-Accts			
Returned Item Report			
Online Banking Current Day Detail			
Online Banking Prior Day Account			
Online Banking Prior Day Module			
Online Banking Prior Day Detail			
Online Banking Online DDA Statement			
Book Transfer Monthly Maint Acct/Internal Transfers			
Stop Payments Monthly Maint			
Stop Payments – Per Stop			
ACH Monthly Maintenance			
Image Monthly Acct. Maint			

Item	Unit Price	Total Monthly Fees	Explanation
Wire Transfers			
Wire Monthly Maintenance			
Incoming Domestic Wire			
Domestic Repetitive			
Outgoing Domestic Wire			
Internal Transfers			
ACH Service			
ACH Monthly Maintenance			
ACH Process Run			
ACH Originated Item			
ACH Received Item			
PC ACH Direct Monthly Maint			
PC ACH Direct Process Run			
PC ACH Direct Item			
ACH Block Monthly Maint Per Acct			
ACH Filter Monthly Maint Per Acct			
ACH Return Per Item			
ACH Return/NOC Emailed			
Positive Pay			
# of Check Runs: Weekly (52)			
Safekeeping (incl. reporting):			
Interest Received			
Maturities/Calls			
Investment Settlement (DVP)			
Account Maintenance			
Price to Market Report			
Banking Supplies:			
Coin Wrappers			
Standard Deposit Slip Books			
Standard business checks			
Check Stock			
Locking Bank Bags			
Miscellaneous Services:			
Night Depository Service			

Item	Unit Price	Total Monthly Fees	Explanation
Safe Deposit Box (LG)			
Courier Service			
Fee for audit confirmations			
Other Items Not Mentioned:			

Attachment C – Current City Account Analysis Data

Account	Type	Apr-24	Mar-24	Feb-24	Jan-24	Dec-23	Nov-23
City of Dubuque General	Checking w/Int	\$ 14,204,579	\$11,794,695	\$13,001,766	\$12,813,226	\$17,428,544	\$22,270,999
City of Dubuque TTEE for DBQ Solid Waste Disposal	Checking w/Int	\$10,327,336	\$9,797,827	\$9,249,182	\$10,848,299	\$12,440,985	\$11,969,190
City of Dubuque Credit Card/Merchant Services	Checking w/Int	\$7,214,848	\$6,882,528	\$6,472,564	\$6,249,428	\$5,995,249	\$5,745,561
Dubuque Initiatives	Analyzed Bus Ckg	\$100,047	\$100,026	\$106,409	\$99,949	\$96,051	\$94,201
Dubuque Initiatives Dynamic Sweep	Dynamic Sweep	\$198,581	\$200,665	\$111,713	\$19,620	\$8,131	\$2,483
City of Dubuque Ambulance Billing Lockbox	Analyzed Bus Ckg	\$2,750,717	\$2,548,649	\$2,313,198	\$2,032,946	\$1,779,299	\$1,545,410
City of Dubuque Utility Billing	Checking w/Int	\$12,291,879	\$10,433,633	\$8,200,423	\$9,799,608	\$9,550,080	\$7,545,586
City of Dubuque Cable Franchise Equip Fund	Savings	\$1,210,241	\$1,210,190	\$1,210,166	\$1,210,170	\$1,210,119	\$1,210,069
City of Dubuque Housing Services Pop Fund	Business Savings	\$512	\$512	\$512	\$512	\$512	\$512
City of Dubuque Street & Garage Charity Fund	Business Savings	\$550	\$550	\$550	\$550	\$550	\$550
City of Dubuque Street & Garage Charity Fund	Money Market	\$419	\$436	\$400	\$269	\$334	\$349
City of Dubuque Police Forfeiture Fund	Savings	\$150,270	\$150,263	\$150,257	\$150,251	\$150,245	\$150,239
City of Dubuque Employees Lounge Committee	Money Market	\$660	\$676	\$692	\$708	\$725	\$741
City of Dubuque Tyler Credit Card	Checking w/Int	\$3,898,088	\$3,099,453	\$2,093,413	\$1,278,455	\$549,992	\$27,755
Dubuque Initiatives Childcare Wage Enhancement Pro	Analyzed Bus Ckg	\$229,798	\$228,524	\$96,358	\$66,290	\$11,290	\$0
City of Dubuque Fire Station 4	Business Checking	\$205	\$156	\$153	\$102	\$218	\$264
City of Dubuque Police Unclaimed Funds	Checking w/Int	\$106,535	\$116,421	\$130,101	\$138,564	\$256,104	\$351,142
City of Dubuque Oakview 360 Event	Checking w/Int	\$83,445	\$83,442	\$83,438	\$83,435	\$83,431	\$83,428
City of Dubuque Oakview 360 Operating	Checking w/Int	\$263,040	\$258,915	\$413,597	\$327,645	\$240,893	\$289,224
City of Dubuque Oakview 360 Capital	Checking w/Int	\$256,978	\$256,967	\$256,957	\$258,643	\$263,511	\$263,500
City of Dubuque Switch Escrow	Checking w/Int	\$399,754	\$399,811	\$399,872	\$399,917	\$399,971	\$400,006
		\$ 53,688,482	\$ 47,564,339	\$ 44,291,721	\$ 45,778,587	\$ 50,466,234	\$ 51,951,209

Account	Apr-24						Mar-24					
	# of Checks				Wires		# of				Wires	
	Checks Written	Deposited	ACH Credits	ACH Debits	Initiated		Checks Written	Deposited	ACH Credits	ACH Debits	Initiated	
City of Dubuque General	333	1628	115	42	4		340	806	118	45	1	
City of Dubuque TTEE for DBQ Solid Waste Disposal	0	168	29	1	0		0	124	26	1	0	
City of Dubuque Credit Card/Merchant Services	2	280	348	38	0		2	266	306	22	0	
Dubuque Initiatives	11	2	2	1	0		6	1	2	1	0	
City of Dubuque Ambulance Billing Lockbox	0	32	65	9	0		0	39	79	18	0	
City of Dubuque Fire Station 4	0	0	0	2	0		0	0	0	2	0	
City of Dubuque Police Unclaimed Funds	2	0	0	0	6		1	0	0	0	0	
City of Dubuque Oakview 360 Operating	59	11	22	17	0		60	23	17	15	0	
City of Dubuque Utility Billing	0	5054	29	0	0		1	5737	28	0	0	

Attachment D – Sample Month Data to Compute Interest Earnings

Weekday	Day of Month	Daily Collected Balance
Beginning:		\$ 16,368,697
Monday	1	15,038,675
Tuesday	2	15,905,344
Wednesday	3	14,762,252
Thursday	4	14,762,252
Friday	5	14,595,070
Saturday	6	14,595,070
Sunday	7	14,595,070
Monday	8	13,188,615
Tuesday	9	11,910,004
Wednesday	10	11,214,668
Thursday	11	11,077,292
Friday	12	9,877,863
Saturday	13	9,877,863
Sunday	14	9,877,863
Monday	15	9,235,461
Tuesday	16	9,818,215
Wednesday	17	9,568,634
Thursday	18	8,554,194
Friday	19	23,124,360
Saturday	20	23,124,360
Sunday	21	23,124,360
Monday	22	7,900,452
Tuesday	23	8,331,324
Wednesday	24	7,547,764
Thursday	25	15,453,562
Friday	26	13,619,129
Saturday	27	13,619,129
Sunday	28	13,619,129
Monday	29	14,575,261
Tuesday	30	14,575,261
Wednesday	31	13,980,247

Total Interest earnings for month: \$ _____

Assumes no change in Federal Funds rate during the month

Attachment E – Insurance Requirements

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #__ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub- subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to certificate of insurance.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits, then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:

The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa Coverage	
B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement. Coverage B

limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE J (continued)

D)	UMBRELLA/EXCESS LIABILITY	\$1,000,000
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The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY

- | | | |
|----|------------------------|--------------|
| 1) | Directors and Officers | \$20,000,000 |
|----|------------------------|--------------|

Provide evidence of coverage for 5 years after completion of project.

F)	CYBER LIABILITY	\$20,000,000
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Coverage for First- and Third-Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

G)	FINANCIAL INSTITUITOIN BOND	\$20,000,000
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H)	WIRE TRANSFER LIABILITY	\$20,000,000
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PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

Signature Agreement to Master Treasury Management Services Agreement

This Signature Agreement to Master Treasury Management Services Agreement (“Signature Agreement”) is entered into by and among the undersigned Customer (“Customer”) and the division of HTLF Bank shown below in the “Contact Us” section (“Bank”) as of the date accepted and agreed by Bank below (“Effective Date”). By executing this Signature Agreement or enrolling in and using any of the Services, Customer hereby agrees to the terms of the Master Treasury Management Services Agreement, including the Service Terms for each Service enrolled in and/or used by Customer, and any corresponding Documentation implemented for use of the Services, which collectively establish the terms of the Master Treasury Management Services Agreement, as amended from time to time (the “Agreement”). The Agreement hereby amends and replaces in full any prior agreements between the Customer and Bank with regard to the Services and the Agreement shall apply to all Services used by Customer, whether such Services are being enrolled in and used by Customer as of the Effective Date or in the future. Customer may be required to sign additional agreements or Documentation and is required to designate at least one Administrator to execute such Documentation and implement the Services before certain Services will be made available to Customer. Any capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

Affiliates. By executing this Signature Agreement, Customer, each Affiliate of Customer listed (if any), and Bank agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under the Agreement as a “Customer.” An “Affiliate” is any entity that is directly or indirectly controlled by, controlling, or under common control with the Customer. Customer represents, warrants and covenants to Bank that (i) each entity executing this Signature Agreement as an Affiliate meets the definition of “Affiliate” and shall continue to meet such definition as long as the entity receives or uses the Services in connection with Customer, (ii) the individual executing this Signature Agreement is duly authorized to execute this Signature Agreement on behalf of each Affiliate, and (iii) each Affiliate hereby agrees to be bound by the terms of this Signature Agreement and the Agreement for the use of the Services.

Additional Services. If Customer adds or implements Services in the future, those Services will also be covered by the terms and conditions contained in the Agreement. Bank may change the terms and conditions of Services provided under the Agreement from time to time, and Customer’s continued use of the Service constitutes Customer’s acceptance of the change.

Execution. This Signature Agreement may be executed in two or more identical counterparts (whether by electronic signature, in facsimile, in PDF or original), each of which shall constitute an original as against the party whose signature appears thereon, and all of which together shall constitute one and the same instrument. If Customer executed this Agreement in electronic format using an electronic signature, Customer agrees that Customer’s electronic signature on this Agreement demonstrates Customer’s intent that this Agreement be legally valid and enforceable in accordance with its terms, and that Customer’s electronic signature will have the same effect as Customer’s signature on a paper document.

IN WITNESS WHEREOF, this Signature Agreement and the Agreement is agreed to and executed by the Customer, each Affiliate, if any, and Bank as of the date first set forth above and shall be deemed to be effective as of such date ("Effective Date"); provided, that any Service shall not be effective or provided until Bank has notified Customer that the Services are implemented and active for use.

CUSTOMER: _____

TIN: _____

Authorized Officer Signature: _____

Name: _____

Title: _____

Email: _____

This Agreement includes the following Affiliates:
If authorized officer of the Affiliate listed below, is different than Customer listed above, obtain signature from authorized officer from Affiliate below.

Affiliate Name:	Tax ID No.:	Authorized Officer different than Customer Signer:
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐

Signing as a duly authorized officer or agent of each of the Affiliates listed above:

Authorized Signature: _____

Print name: _____

Print title: _____

MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

Accepted and Agreed by Bank as of _____
_____:

This Master Treasury Management Services Agreement ("**Agreement**") is made by and between the "Bank" and the "**Customer**" identified on the **Signature Agreement**. The Bank and Customer shall also be referred to herein as a "**Party**" or collectively as the "**Parties**".

The General Terms and Conditions and the Services of the Agreement are governed and set forth in the following Schedules:

Contents

Affiliate Name:	Tax ID No.:
Authorized Officer different than Customer Signer: 2	
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and any applicable Documentation (collectively, the "**Treasury Management Services Terms and Conditions**"). Customer hereby agrees to be bound by,

and any reference to this Agreement shall be deemed to include, the Treasury Management Services Terms and Conditions. To the extent any terms or provisions of this Agreement directly conflict with the terms or provisions of such additional agreements or Documentation, the terms and provisions of this Agreement shall control with respect to the Services described herein. Unless otherwise provided, to the extent any provisions of the terms set forth in Schedule 1 directly conflict with any other Schedule, the provisions of such other Schedule shall control with respect to the Services covered by that Schedule.

Schedule 1: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions shall apply to the terms of the Services provided under this Agreement in the following Schedules or other addendum or schedule incorporated herein by reference. Customer also agrees that the Accounts to which the Services apply are governed by the agreement entitled "Business Deposit Account Agreement and Disclosure" (the "**Account Terms**"). Customer agrees to maintain an Account during the Term of this Agreement with an adequate Available Balance for the Services used by Customer. Customer expressly agrees that any dual or multiple signature requirements established for any Account shall not apply to the use of any Services. Except as otherwise provided herein, where any terms and conditions contained in the Account Terms or any other agreement between the Parties conflict with the terms of this Agreement, the terms of this Agreement shall control unless such separate agreement to which Bank is a party expressly provides that its terms shall prevail over the terms of this Agreement.

1. Services. Subject to the terms and conditions of this Agreement and upon Bank's receipt of the required Documentation and final approval and implementation by Bank, the Bank will provide Customer with those Services as requested by Customer. Except as otherwise specifically provided in this Agreement, any changes requested by Customer shall not be effective unless the Bank has a reasonable amount of time to implement the requested amendments, revisions or modifications. Customer shall only use the Services, including the

origination of any wire or other electronic funds transfers, as principal, and shall not execute Transactions of any Services as agent on behalf of a third party that is not party to this Agreement (including any Affiliate) unless otherwise agreed by Bank in writing.

2. Authority of Administrator(s); Authorized Persons.

Any Administrator(s) designated by Customer in the Documentation shall have access to all of Customer's Accounts, and full authority to access and use the Services and System (defined below) on behalf of Customer, including adding and removing Services; the authority to select and change Security Procedures (defined below); request the issuance or re-issuance of Administrator usernames, passwords, access devices and other Security Procedures; access and use all of the features of the System and the Services; enable, set parameters for the use of or disable any Customer controlled features of the System and each Service; use the System and Services to issue, activate, limit, or de-activate one or more usernames, passwords and other Security Procedures which may be used to access and use one or more features of the System and the Services. Any Administrator shall also have the authority to authorize other persons to access and use one or more features of the System and the Services, up to and including the same rights granted to an Administrator named in this Agreement and described herein, including, but not limited to replacement of any Administrator, (each such person provided or given access to any such username or password collectively referred to as "Authorized Persons"). Bank may, in its sole discretion, limit the authority of an Administrator to change, remove or adopt alternative Security Procedures and may require a separate waiver or agreement be signed by another authorized individual at Customer. Bank may rely upon and act upon Instructions submitted over the System as well as oral or written Instructions and requests reasonably believed by the Bank to be from any designated Administrator and any Authorized Person. Bank has no duty to monitor the addition or removal of Administrators or an Authorized person as such authority and actions are within the authority granted to an Administrator to manage Services on behalf of Customer.

3. Term, Termination. This Agreement shall remain in effect until terminated in the manner provided in this Agreement (the "**Term**"). Either Party may terminate this Agreement or any or all Services upon thirty (30) calendar day's prior written notice to the other Party. The Bank may also terminate this Agreement in its entirety, or terminate or suspend any specific Service, without advance notice to Customer in the event that any of the following occurs: (a) any breach or default by Customer under the terms of this Agreement; (b) any breach or default under the terms of any other note, obligation, mortgage, assignment, guaranty, other agreement, or other writing to which Customer is a party; (c) an Act of Insolvency or the dissolution, liquidation, merger or consolidation of Customer; (d) any assignment for the benefit of creditors of Customer; (e) any commencement of any proceeding under any bankruptcy, insolvency, receivership, dissolution, liquidation or similar law by or against Customer; (f) the issuance or levy of any writ, warrant, tax lien, attachment, garnishment, execution or other process against any property of Customer; (g) any statement, representation or warranty made by Customer (or any representative of Customer) to the Bank at any time shall be incorrect or misleading in any material respect when made; (h) there is a material adverse change in the condition (financial or otherwise), business or property of Customer; (i) the Bank receives notice of allegations or information, without any duty of further inquiry or verification, that Customer has used any Service in violation of Applicable Laws, or (j) the Bank shall in good faith believe that the prospect of due and punctual payment or performance of Customer's obligations under this Agreement is impaired or the Bank may otherwise incur Losses.

Upon termination of this Agreement, Customer may no longer use the Services and the Bank may decline any Services to be used by or on behalf of Customer or by any Authorized Person to initiate any transactions with respect to Customer's Accounts. Following termination, neither Party shall have any further obligations under this Agreement, except that: (i) Customer shall remain liable for any Transactions initiated by Customer using any Service and any other liabilities or obligations arising out of Customer's use of any Service that have not been paid, satisfied or otherwise performed prior to

termination, and any Transactions that are permitted after the effective date of termination; in each case to the extent provided by the terms of this Agreement; and (ii) the rights, duties, obligations and liabilities of the Parties pursuant to Sections 10, 15, 23, 24 and 27 shall survive and remain in effect following termination.

4. Systems and Access to Services.

(a) Systems. Each Service may be provided using a System as offered by Bank from time to time, and Customer will access through the internet using Customer's own computers, Customer's own internet browser software and Customer's own internet service provider or other internet access point selected by Customer. Each Customer computer and internet browser used with any Service or to access the System must meet or exceed the specifications set forth on the Bank's website and other Implementation Materials made available to Customer, if any. Customer is solely responsible for the selection, purchase, license or lease, maintenance, upgrade, security, and any error, failure or malfunction of Customer's computers, operating systems, internet browser software, virus software, firewalls, internet service providers or other internet access points, and internal and external communication lines and wireless communication systems, none of which shall be deemed part of the System made available by the Bank. Customer is solely responsible for the security of and access to any such computers, systems and Security Procedures used by Customer to access the Services and Customer's Accounts. Customer acknowledges that computer, operating system and internet browser specifications may change from time to time and that Customer is solely responsible for maintaining or upgrading its computer, operating system and internet browser software in response to any changes in specifications. While Bank will use commercially reasonable efforts to make the Systems available at all times, one or more of the Systems may be temporarily unavailable for a variety of reasons (e.g., maintenance, periods of high volume, system outages, unauthorized activity or other events beyond Bank's control) and Customer agrees that Bank will not be liable if a System is not available for use at any time. Customer shall select in the Documentation for a particular Service the System(s) used as a means of communicating with Bank.

Information and Instructions may be sent and received by Customer using such System.

(b) Third Party Links. *Third-Party Links*. The System may contain links to the websites of third parties ("**Linked Sites**") or provide the opportunity to use or access third-party software or services that are not part of the Services ("**Third-Party Software**") offered by a third party other than a Vendor (a "**Third-Party Vendor**"). Bank does not endorse or assume any responsibility for any Linked Sites or Third-Party Software and makes no representations or warranties whatsoever with respect thereto. Customer is solely responsible for its use of any Linked Sites or Third-Party Software and agrees that it must look to the Third-Party Vendor, and not Bank, for any content, services and any problems or claims related to its use of the Linked Sites or Third-Party Software, including any security or data breach.

(c) Mobile Apps. Bank may offer applications that Customer and its Users can download to access certain Systems through the use of a supported wireless device, such as a smartphone or tablet device ("**Mobile Apps**"). Customer agrees that, where required, the acceptance by its Users of terms of use or software associated with the use of a Mobile App is authorized by Customer and will be binding on Customer and each User. Bank is not responsible for any charges that Customer or its Users may incur from their telecommunications carrier in connection with use of a Mobile App. Customer acknowledges that the use of Mobile Apps presents unique risks, including the loss or compromise of a mobile device with a Mobile App and increased exposure to potential unauthorized access and to malware and similar software. Customer assumes all risks arising from the use of Mobile Apps by its Users and accepts responsibility for managing the security of its Users' mobile devices to combat these risks.

5. License, Representations and Warranties of Bank.

During the Term of this Agreement, Customer has a non-exclusive License to use the System and all related System software ("**Software**"), and all Implementation Materials, as in effect from time to time (collectively, "**Proprietary Data**") solely for the purpose of using the System and related Services in accordance with the terms and conditions of the Agreement. Customer acknowledges that the System

may be operated by or include Software or other Proprietary Data owned and copyrighted by third parties and is being made available or sub-licensed to Customer by the Bank, subject to the terms, conditions and limitations of the Bank's service and license agreement with such third parties. Customer acknowledges that it is not purchasing title to any Software or Proprietary Data, that such Software and Proprietary Data may not be copied or used independently of the System or related Service, and that no third party provides any support services, upgrades or technical assistance in connection with the software owned by it. Customer agrees not to decompile or reverse engineer any code contained in any Software. The Bank shall not be responsible for any computer virus or related problems that may be associated with the use of the System.

BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SYSTEM, EACH SERVICE AND ANY SOFTWARE AND PROPRIETARY DATA; WHICH ARE PROVIDED "AS IS." EXPRESS, IMPLIED OR STATUTORY INCLUDING WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO THIRD PARTY PROVIDER OF THE SYSTEM OR ANY SERVICE, SOFTWARE OR PROPRIETARY DATA MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THE AGREEMENT, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO STATEMENT MADE BY ANY REPRESENTATIVE OF BANK OR A SUPPLIER IN CONNECTION WITH THE SERVICES, ANY SOFTWARE OR SYSTEM OR THE AGREEMENT, SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

- 6. Fee Schedule.** Unless otherwise agreed by Bank with Customer in writing, Customer agrees to compensate the Bank for each Service in accordance with the Bank's Fee Schedule, which may change from time to time, and for any other fees and charges not covered under such fee schedule for any Customer requested or required special service or handling (collectively, the "**Fees**"). Customer hereby acknowledges receipt

of the Bank's Fee Schedule in effect as of the Effective Date. Unless other arrangements are made for payment of the Fees, Bank will automatically debit an Account in the amount thereof when due. Unless otherwise agreed in writing with Bank, any amendments to the Fee Schedule or new Fee Schedule provided by Bank shall be effective upon notice to Customer including notice sent electronically or posted to the System for the use of Services and view Account information. Customer understands that utilization of Services may cause Customer to incur charges and fees imposed by third parties, including, without limitation, charges imposed by any third-party telecommunication provider. Customer agrees that Customer will pay all additional charges in connection with or otherwise resulting from Customer's use of the Services.

7. Security Procedures.

(a) Commercially Reasonable Security Procedures. Customer will use the System, Services, and Software in accordance with the terms of the Agreement, including any Security Procedures offered and implemented by Bank in connection with the Services and as may be set forth in the applicable Product Enrollment form and Assignment of Security Procedures. Customer has reviewed the Security Procedures offered and recommended by Bank and agrees that such Security Procedures are commercially reasonable and suitable for Customer with respect to authentication of Customer's Payment Orders and other Instructions based upon Customer's intended use of the Services as communicated to Bank, including the size, type, frequency and volume of Customer's Payment Orders. The Security Procedures are designed to verify the authenticity of, not to detect errors in, Customer's Payment Orders and other Instructions, and Bank has no obligation to detect errors in Customer's Payment Orders and other Instructions. Any Payment Orders or other Instructions communicated to Bank in Customer's name in compliance with the Security Procedures, and all access to and use of Channels and other Services using the Security Procedures assigned to Customer, are considered authorized by Customer and enforceable under the terms of the Agreement if accepted by Bank in good faith. Customer agrees that failure by Bank to use or comply with any Security Procedure shall not excuse Customer from its

obligation to pay Bank the amount of any Payment Order made or authorized by the Customer or for which Customer is otherwise liable. Bank may implement different or additional Security Procedures for use by Customer from time to time upon notice to Customer, and Customer's continued use of the Services and implementation of those additional Security Procedures shall be Customer's agreement to such Security Procedures. Unless expressly stated otherwise in the Documentation, Bank will have no obligations under the Security Procedures and Customer agrees that failure by Bank to use any Security Procedures shall not excuse Customer from its obligation to pay Bank for the amount of any Payment Order made or authorized by Customer or for which Customer is otherwise liable.

(b) Rejection or Waiver of Security Procedures. If Customer chooses to communicate any Payment Order to Bank in a manner that varies from the Security Procedures, then Customer agrees to be bound by and pay for such Payment Order accepted by Bank in good faith, whether or not authorized, and Customer will be deemed to have refused the Security Procedures that Bank offers and recommends as commercially reasonable. However, Bank has no obligation to accept any Payment Order that is not communicated in compliance with the Security Procedures, and Bank shall not be responsible for refusal to act upon any Payment Order received which does not comply with the Security Procedures. Customer agrees that requesting that all or any part of any Security Procedure be curtailed, deactivated or otherwise modified, it has elected not to use other commercially reasonable Security Procedures or Security Procedures that are commercially reasonable if used without curtailment, deactivation or modification. Except as otherwise required by Applicable Laws, Customer agrees to be bound by and liable for all Transactions initiated using the Services and Security Procedures selected by Customer in the Schedules to this Agreement, including Transactions initiated using a Security Procedure that has been curtailed, deactivated, or otherwise modified or adopted by or at the request of Customer, and all such Transactions shall be deemed authorized regardless of whether such Transaction was initiated by Customer or any other person authorized to act by or on behalf of Customer. Customer acknowledges

and agrees that Security Procedures are in addition to and do not limit or otherwise revoke or restrict any separate Customer authority of any Authorized Person, any Administrator or other person (whether by course of dealing or otherwise) to authorize any action, Transaction or communication or otherwise act on behalf of Customer. Bank may also, from time to time, implement additional verification and identification steps, factors or procedures as it may deem necessary or appropriate, as an amendment to any Security Procedure selected by Customer or as an additional Security Procedure available to Customer; provided, that, no such amendment or adoption of a Security Procedure shall constitute an admission or other evidence that a Security Procedure was not commercially reasonable as and when previously selected by Customer.

(c) Safeguarding Security Procedures. Customer will establish and maintain the confidentiality of and security and control over those aspects of each Security Procedure communicated or entrusted to or created, established or selected by Customer, including but not limited to any identification codes, usernames, voice retrieval codes, passwords, access cards, access devices or code or password generating devices; all electronic, paper or other media on which any of the foregoing are maintained, recorded or stored, and each computer used to access the System or any Service. Customer further agrees that each person that is provided access or control over any of the foregoing shall be an Authorized Person and fully authorized to initiate Funds Transfers and other Transactions and use the, System, Services, and related Security Procedures as an authorized agent of Customer. If Customer believes that any Security Procedures have become lost, compromised or known to any unauthorized person, Customer shall immediately disable such Security Procedures and provide telephone notice to the Bank, followed by written notice.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF OR PROVIDING ACCESS TO INFORMATION OVER THE INTERNET AND THERE CAN BE NO ASSURANCE THAT INQUIRIES OR TRANSACTION ACTIVITY WILL BE COMPLETELY SECURE OR FREE FROM DELAYS, MALFUNCTIONS, OR OTHER INCONVENIENCES GENERALLY

ASSOCIATED WITH THIS ELECTRONIC MEDIUM. THE BANK MAKES NO REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT THAT A SECURITY PROCEDURE WILL BE EFFECTIVE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAWS, THE BANK SHALL NOT HAVE ANY LIABILITY FOR THE BREACH OF A SECURITY PROCEDURE OR THE INTEGRITY OF ANY SYSTEM, OR ANY SERVICE.

(d) Transaction Monitoring. Bank may, in its sole discretion, implement internal monitoring systems to evaluate Customer Transactions and the risk of possible fraudulent activity. Such Transaction monitoring is part of Bank's internal processing and is not a component of the Security Procedures, and Customer agrees that the Security Procedures will be considered commercially reasonable regardless of whether they incorporate information from Transaction monitoring. Customer agrees that Bank may process Payment Orders and other Instructions verified by the Security Procedures and Bank will be considered to have acted in good faith and in compliance with the Security Procedures, regardless of the results of Transaction monitoring, including the detection of possible fraudulent activity; provided that Bank does not have actual knowledge that the Transaction is unauthorized and a reasonable opportunity to act on that knowledge. However, Bank reserves the right to reject Payment Orders and other Instructions verified by the Security Procedures in the event Bank identifies a risk of possible fraudulent activity and Bank shall not be responsible for its refusal to act upon any Payment Order or other Instructions based upon the results of Transaction monitoring.

(e) Access Through Third-Party Vendor. In certain instances, Bank may allow Customer to access the System, and other Services accessible to Customer through the System, by signing on through a Third-Party Vendor's internet site without logging in using the Security Procedures (referred to as "**Single Sign-On**" or "**SSO**"). Any SSO will be subject to the Third-Party Vendor's terms of use. In the event Customer accesses the System using SSO, Customer agrees that it has waived use of the Security Procedures to access the System, and that Bank may accept and act upon Instructions received using Security Procedures assigned to Customer following Customer's use of SSO. All use of the System and Instructions submitted

subsequent to SSO from a Third-Party Vendor's internet site will be deemed to have been authorized by Customer. Bank is entitled to rely upon, and treat as authorized and binding on Customer, each Instruction sent to Bank through the System by a User using the Security Procedures assigned to a User subsequent to SSO from a Third-Party Provider's internet site.

8. Protection Against Fraud and Unauthorized Transactions. It is Customer's responsibility to protect: (i) Customer's Account number(s) and other information related to Customer's Account; (ii) any access device or Security Procedures Bank provides for Customer's Account (such as a debit card) or equipment that may allow access to an Account; and (iii) Check stock and other paper Items. An unauthorized person's access to Customer's Account number may alone be sufficient to allow that person to initiate Unauthorized Transactions. Customer acknowledges that there is a growing risk of Losses resulting from Unauthorized Transactions. Bank offers services that help control the risk from unauthorized Items. Additionally, Bank strongly recommends that Customer impose a dual-control environment, maintain up-to-date virus protection software and firewalls, update employee access when employment is terminated or an employee is reassigned, and use a stand-alone personal computer for all online banking and activity for the origination of Payment Orders. If Bank has expressly recommended that Customer implement one or more of the services or controls listed above (or any other Service or control related to fraud prevention that Bank offers after the Effective Date of the Agreement) and Customer either decides not to use the recommended Service or fails to use the recommended Service in accordance with the applicable Service description or other documentation applicable to the Service, Customer will be treated as having assumed the risk of any Losses that could have been prevented if Customer had used the recommended Service in accordance with the applicable Service description or applicable documentation. As a result: (1) Customer will be precluded from asserting any claims against Bank with respect to any Unauthorized Transactions occurring in Customer's Accounts that the product or Service was designed to detect or deter, and (2) Bank will not be required to re-credit Customer's Account

or otherwise have any liability for such Unauthorized Transactions.

9. Electronic Statements; Email Communication; Reconciliation; Error Reporting.

(a) Electronic Statements. Customer will notify the Bank immediately upon detection of any incorrect or erroneous transmission, Unauthorized Transaction, dispute, irregularity, signature issues, alterations, discrepancy or other communication or similar matter (each, an “**Error**”) request or other unauthorized communication. If Customer has elected to receive statements electronically (“**Electronic Statements**”) for any Accounts used with any Service or has selected a Service that gives Customer access to Account statement and Transaction information, Customer must promptly and regularly access and review each Electronic Statement and accompanying items and other Account statement and Transaction information and immediately notify the Bank in writing of any Error. The Bank may, at the Bank’s option, deliver disclosures, notices and other information to Customer electronically as part of an Electronic Statement or otherwise using the Service. Any applicable time period within which Customer must notify the Bank of Errors, shall begin on the earlier of (a) the date an e-mail is sent notifying the Customer of the availability of the Electronic Statement or other on-line Transaction confirmation or acceptance that first includes the Transaction or item in question, or (b) if the Customer has selected a service that allows Customer access to daily Transaction information, the first date on which the Transaction information or item is available on the System. Customer agrees to notify Bank immediately of any change to the e-mail address to which Electronic Statement notices are to be delivered. Customer should not rely on e-mail to communicate with the Bank immediately – for example, if Customer needs to report an Error from one of its Accounts or if Customer needs to stop a payment that is scheduled to occur. If Customer sends the Bank an e-mail message at the email address provided by Bank for the receipt of such notices, the Bank will be deemed to have received it on the following Business Day. Once received, the Bank will have a reasonable time to act on Customer’s e-mail. Customer agrees that the Bank may respond to it by electronic mail with regard to any matter

related to a Service, including responding to any claim of unauthorized electronic funds transfer that Customer makes. Customer acknowledges that unencrypted e-mail is not a secure form of communication and that Customer’s complete Account numbers, tax identification numbers or other confidential information should not be included in any unencrypted e-mail transmissions to the Bank.

(b) Customer Information Review. Customer is responsible for monitoring its use of the Services and all activity in its Accounts with Bank. Information regarding Transactions with the Services is reported on Customer’s periodic Account statement and is available through any online reporting or inquiry functionality or Services. Depending upon the Services that Customer uses, Customer will have access to Account and Transaction information on a prior day, intraday and/or real time basis. Account and Transaction information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Customer’s reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected. Customer understands and agrees to: (i) regularly review the Account and Transaction information (including Electronic Statements) that Bank makes available to Customer; and (ii) notify Bank as soon as reasonably possible of any Error

(c) Error Reporting. Customer understands that the nature of certain Transactions and Applicable Laws relating to certain Services require that Customer provide Timely Notice (defined below) of an Error in order to preserve or exercise rights against third parties that may have been the beneficiary of such Error. “**Timely Notice**” is defined as notice provided to Bank: (a) on the same Business Day with respect to any Payment Order (including any electronic funds transfer and any form of real-time payments), (b) the next Business Day for other Transfers, or (c) within fourteen (14) days for any other Instruction, transaction or Service (ninety (90) days in the case of Fees), following the date on which such information is sent by Bank or otherwise made available to Customer. If Customer fails to provide Timely Notice to Bank of any Error, then Customer shall be precluded from asserting such Error against Bank.

The Timely Notice requirement does not limit Bank's or Customer's rights to attempt to collect on unauthorized or fraudulent Transactions from other banks. Notwithstanding the forgoing, Bank reserves the right, in its sole discretion, to adjust Transaction records for good cause after the expiration of the Timely Notice time periods.

(d) Unauthorized Requests or Instructions. The Customer is solely responsible for all requests received by the Bank. If at any time the Customer suspects that an unauthorized request has been made or that Security Procedures assigned to Customer have or may have become known to any unauthorized person or party, THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE PHONE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT. BANK MAY REQUIRE WRITTEN CONFIRMATION AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS AS SET FORTH ON THE CONTACT US PAGE BELOW.

10. Limitations of Liability and Indemnification.

Notwithstanding any provisions of the Agreement providing to the contrary, Bank's liability to Customer for failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute a transaction constituting a Payment Order (as defined in the UCC) shall be limited to an amount equal to interest losses attributable thereto, however, the Bank's liability to Customer for any loss or damage arising from or relating to the Agreement or any of the Services that are outside the scope of Article 4A of the UCC, regardless of the form of action, shall be limited to direct damages attributable to Bank's willful misconduct or gross negligence in performing the Services, and in no event shall Bank be liable for (i) any punitive, indirect, incidental, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages, (ii) the acts or omissions of a third party servicer or vendor used by Customer, or any loss, cost, damage or expense incurred by any person or entity in connection therewith, (iii) any loss, cost, expense, or damage to Customer in connection with any Communication Device, System or Customer's use thereof, excepting damages attributable to

Bank's gross negligence or willful misconduct, (iv) any interception of any information relating to the Customer or its transactions as a result of (A) Customer communicating information to the Bank, excepting damages attributable to Bank's gross negligence or willful misconduct or (B) use of the Internet or other System, or (v) any other matter, including without limitation, any act or omission by any other financial institution, funds transfer system, or any other third party, or for the inaccuracy or omission in a notice or communication received by Bank from Customer or any other third party. The Bank will be deemed to have exercised ordinary care if its actions or failure to act have been in conformity with this Agreement, the applicable Security Procedure and the Bank's then current procedures. Bank's liability hereunder for interest excess of the lesser of 1.) The loss sustained by the Customer or 2.) The amount customer has paid for Fees over the course of the prior 6 months under the terms of this Agreement, except to the extent otherwise required by UCC Article 4A or other Applicable Laws. In the event that Customer is entitled to interest on any unauthorized or erroneously executed Payment Order under UCC Article 4A, the Bank will not be liable for interest unless Customer notifies Bank in writing that such Payment Order was not authorized or properly executed within twenty (20) calendar days following Customer's receipt of notification either of the acceptance of such Payment Order or the debiting of such order to one of Customer's Accounts losses will be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Chicago

Customer shall indemnify and hold the Bank (including its officers, directors, employees, agents and Processors) harmless from and against any Losses, directly or indirectly, arising out of or related to (a) any claim by a third party alleging that any transaction or other activity contravenes or compromises the rights, title or interest of any third party, or violates any Applicable Laws, court order or other mandate or prohibition, (b) the breach of any representation, warranty, or covenant made by Customer to the Bank in this Agreement ("**Claim**"), or (c) any act or omission in any way relating to or arising out of this Agreement or any Transaction, except to the extent the Claim is caused directly by the Bank's negligence or willful misconduct, failure to

act in accordance with Customer's Instructions given pursuant to and in the manner required by this Agreement (provided that reliance, without further investigation, on any oral, telephonic, telegraphic, electronic, or written request, notice, or Instructions believed in good faith to have been given or signed by Customer will in no event constitute bad faith or willful misconduct by the Bank). This Section shall survive termination of this Agreement with respect to acts or omissions occurring during its Term.

11. Recording and Use of Communications. Customer acknowledges and agrees that all telephone conversations and data transmissions through or using the System or among or between Customer, Bank, and any third parties used by Customer or the Bank and their respective employees and agents and relating to the Services, may be recorded and retained by the Bank and the Bank's third-party service providers by use of any reasonable means.

12. Setoff and Security Interest. In addition to all rights provided by Applicable Laws, Customer agrees that any and all amounts on deposit in any Account maintained by Customer with Bank or any Bank Affiliate may be set off and applied against any liability in any currency Customer owes Bank under the Agreement, and any liability that any Customer Affiliate owes Bank or any Bank Affiliate. Customer further grants Bank a first priority security interest in all Accounts held by Customer now or in the future with Bank or any of its Affiliates to secure payment of any and all obligations under the Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by Bank.

13. Delivery of Financial Information. At least once every twelve (12) months Customer shall provide the Bank with such financial statements and other information as the Bank may reasonably request, including for purposes of evaluating Bank's risk of nonpayment under this Agreement.

14. Representations and Warranties of Customer. Customer represents and warrants to Bank that (i) the execution and delivery of the Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to the Customer, or any

provision of the Customer's organizational documentation charter, articles of incorporation or by-laws or any other agreement binding upon the Customer, (ii) the officers executing and delivering the Agreement and the Documentation for and on behalf of Customer, are duly authorized to do so, (iii) the Customer and its Transactions will comply with all Laws and the authority granted by Customer to its officers, employees or Vendors executing such transactions, (iv) Customer will engage in Transactions as principal (or, if agreed in writing, including for any Affiliate as provided under the terms of this Agreement, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), and (v) each of Customer's Transactions has a business or commercial purpose and each Account is maintained by Customer for a business or commercial purpose. Bank, in accepting the Agreement, is acting and relying upon the foregoing representations and warranties. When Customer and Bank enter into any amendment or supplement to the Agreement, the Customer shall be deemed to re make the above representations and warranties as of the date of each and any such document. Bank has no responsibility with respect to any matter warranted by Customer.

15. Binding Nature and Assignment. This Agreement shall be binding on the Parties and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

16. Heading and Interpretation. The Schedule and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

17. Relationship of Parties. The Bank, in furnishing Services to Customer, is providing Services only as an independent contractor. The Bank does not undertake by this Agreement or otherwise to pay, perform or satisfy any obligation of Customer, whether regulatory or contractual.

18. Approvals Consents. Where agreement, approval, acceptance or consent by either Party is required by

any provision of this Agreement such action shall not be unreasonably delayed or withheld.

19. Use of Third Parties.

(a) Third Parties and Suppliers. Certain Services are provided by Bank through access and availability of third party networks. Customer agrees that Bank may disclose to any third party any information, including Confidential Information, regarding Customer as necessary to provide any Service and related support to Customer. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network and shall have no liability should such network become unavailable. Bank shall be entitled to perform any of its obligations and any of the Services offered under this Agreement through third-party subcontractors and/or agents (each, a **“Supplier”**) without the assignment or delegation of its rights and obligations hereunder. A third party network that is not hired by Bank to perform its obligations shall not be considered a Supplier. All expenses associated with hiring a Supplier shall be the responsibility of Bank. The performance of Services through a Supplier shall not relieve Bank of its obligations to perform fully under this Agreement

(b) Customer’s Vendors. If Customer hires, employs or engages any third party contractors, processor, a Third Party Service Provider, and/or agents (a **“Vendor”**) in connection with any Service, such Vendor is agent. Customer shall notify Bank of the name of any Vendor to whom it delegates its duties or responsibilities under this Agreement before that Vendor initiates any transactions or performs an obligation authorized or required under this Agreement. Customer agrees that it shall be solely responsible for ensuring its Vendor complies with Customer’s obligations under this Agreement (including the Security Procedures). Customer is bound by all acts and omissions of such Vendor. Customer confirms that it grants authority to those Vendors, whether or not so identified in accordance with this Section, to legally bind Customer with respect to its use of the Services. Customer is liable for (i) Vendor’s actual failure to comply with any of Customer’s obligations under this Agreement, (ii) all fees, costs and expenses owed to each Vendor for its services on Customer’s behalf, and (iii) any claims, damages, costs and expenses incurred by Customer

or Bank as a result of Vendor’s failure to perform, delay or error in performing services on Customer’s behalf. Vendor shall not have any claim against Bank for any Services provided on behalf of Customer. Notwithstanding the foregoing, Customer understands and agrees that Bank may refuse in its sole good faith discretion to accept any Instructions from such Vendor for any reason, but in no event shall Customer or Vendor have a cause of action, legal or equitable, against Bank for such refusal and Customer shall hold Bank harmless for such refusal.

Customer shall provide information, including financial information or information demonstrating the security procedures used by Customer or such Vendor or either such party’s compliance with Applicable Laws, which Bank may, in its sole discretion, require from time to time regarding Customer or any Vendor that Customer hires, employs, or retains in any manner, to initiate transactions or assume any of Customer’s duties under this Agreement. Customer understands and agrees that because of the risks involved in certain Services that Customer may utilize, Bank may refuse, in its sole discretion, to provide such Services to Customer if Customer or Vendor retained by Customer does not meet Bank’s qualification criteria. Neither Customer nor any other person or entity have the right to rely upon the determination made by Bank nor have a cause of action against Bank for or as a result of Bank’s determination. Customer agrees that it shall not allow any third party (including any Affiliates) to use a Service under this Agreement or to process such third party transactions through Customer or its Accounts without Bank’s prior written consent.

20. Amendments; Waivers. No delay or omission by either Party to exercise any right or power accruing upon noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power, or be construed as a waiver thereof. The terms and conditions of this Agreement, including, without limitation, the fees to be charged by the Bank to Customer, may be amended or changed by the Bank upon the mailing, to Customer, of notification of the new terms, conditions or fees. The changes will be effective immediately. At its discretion, the bank may provide notice of only the changed terms. Notice may be

included in any reasonable way which would inform the customer of the change in terms. For example, the notice may be included with or on Account statements, may be delivered as a separate mailing to the address reflected on the customer's bank statement, may be delivered electronically to the any Administrator or may be posted on the login page for the Services. The continued maintenance of Customer's Accounts or the service affected by the change after the effective date of the change indicates Customer's acceptance of the changes or amendments. If notices sent are returned, the change contained in the notice is still effective. No prior notice is required when any change in terms is determined by the Bank to be necessary to the services provided herein or to prevent a loss by the Bank. In such case, the Bank will send Customer notice of the change after the change becomes effective. No amendment or modification of this Agreement and no waiver of its terms will be valid unless set forth in a writing executed or delivered by the Bank. A waiver by either of the Parties of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

21. Entire Agreement. This Agreement (including the Signature Agreement, Business Deposit Account Agreement and Disclosure, exhibits, and Schedules) constitutes the full and complete agreement between Bank and Customer regarding the Services and supersedes any other agreements expressed or implied. There are no understandings or agreements relative hereto which are not fully expressed herein and no change, waiver or discharge shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Agreement supersedes any and all previous agreements relating to the Services entered into between Customer and the Bank.

22. Governing Law, Waiver of Jury Trial; Jurisdiction. (a) Governing Law. The Agreement shall be governed by and construed in accordance with federal law and the laws of the state where your Account was opened, without regard to the conflict of law provisions thereof (the "**State**"). This is generally the state of the banking office where we

opened your Account, but we may transfer your Account to another banking office in the same state or in a different state.

(b) Claims and Disputes Not Submitted to Arbitration. With respect to all Disputes and other claims hereunder that are not submitted to arbitration pursuant to the Arbitration Agreement (Section 23), **CUSTOMER AND BANK EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT**, and Customer consents to service of process, personal jurisdiction and venue in the state where your Account was opened and waive the right to claim that it is an inconvenient forum. Customer acknowledges that Bank would not have opened or maintained any Account for Customer if this waiver of jury trial were not part of the Agreement. In those instances where California law governs a Dispute or other claim that is not submitted to arbitration pursuant to the Arbitration Agreement, or the jury trial waiver contained herein shall be held or deemed unenforceable in California, the Dispute or claim shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638, as amended or replaced from time to time. Pursuant to such judicial reference, each party hereto agrees to the appointment of a single referee and shall use reasonable, good faith efforts to agree on the selection of a referee. If the parties are unable to so agree, a referee shall be appointed by the court to hear any disputes hereunder in lieu of a jury trial. Each party hereto agrees that the appointed referee shall have the power to decide all issues in the applicable action or proceeding, whether of fact or law, and shall report a statement of decision thereon. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645, as amended or replaced from time to time. Any party may file an original counterpart or copy of this Section with any court as written evidence of the consent of the parties to the waiver of the right to trial by jury and the agreements contained herein regarding the application of judicial reference in the event of the invalidity of such jury trial waiver.

23. Arbitration Agreement.

(a) Disputes Subject to Arbitration. Customer and Bank agree that upon the election of either of the

parties, any dispute relating in any way to Customer's Account or transactions on the Account, or otherwise arising under this Agreement (a "**Dispute**") will be resolved by the dispute resolution procedures described herein, including binding arbitration in accordance with the terms of this Section (the "Arbitration Agreement"). A "**Dispute**" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this Agreement, Customer's Account, any transactions therein, and Customer's deposit relationship with Bank. A "**Dispute**" also includes any disagreement about whether the terms of this Arbitration Agreement are enforceable or valid, the meaning of this Arbitration Agreement, and whether a claim or disagreement is a Dispute subject to binding arbitration hereunder. A "**Dispute**" does not include our collection of a credit obligation.

(b) How to Resolve a Dispute. If a Dispute cannot be settled through informal discussions or negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If a Dispute cannot be resolved informally or through mediation, Customer and Bank agree to submit to binding arbitration as described herein; provided, however, that any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction. Arbitration may be demanded by either party before the institution of the judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(c) Jury Trial and Class Action Waiver. **CUSTOMER UNDERSTANDS THAT DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER AND BANK EACH AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY**

AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION AGREEMENT. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(d) Governing Rules. Any arbitration proceeding will be: (i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict choice of law provision in any of the documents between the parties; and (ii) conducted by the American Arbitration Association ("AAA") in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). Rules and forms may be obtained from the AAA at adr.org or by calling (800) 778-7879 or such other toll-free support phone number as is posted on the AAA's website from time to time. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Dispute. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.

(e) No Waiver of Provisional Remedies; Self Help. This Arbitration Agreement does not limit Customer's or Bank's rights with respect to, and each party can exercise any lawful rights or use other available

remedies to do any the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctive relief, garnishment or attachment; whether before, during, or after the pendency of any arbitration proceeding. This paragraph does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

(f) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other Applicable Laws. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by Applicable Laws or regulation.

(g) Conflicts; Survival. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision in the document that is most directly related to the subject matter of the Dispute shall control. This Arbitration Agreement shall survive the closing of any Account(s) and the termination, amendment, or expiration of

any Service or this Agreement or any relationship between the parties.

24. Compliance with Applicable Laws. Customer represents, warrants, and covenants to the Bank that: (a) at the time each Transaction request (or any related adjustment, reversal or stop payment or posting requested or initiated by Customer) or any cancellation is executed, made or transmitted by the Bank, the information regarding it provided by Customer to the Bank is accurate and complies with the format and content specifications of the applicable funds transfer system rules and this Agreement, (b) if a transaction request requires the authorization of a third party, Customer will keep a copy of any required authorizations on file and make them available to the Bank upon request, (c) each transaction request initiated by Customer is in compliance with the Applicable Laws, including, without limitation, economic sanctions maintained by the United States Treasury Department's Office of Foreign Asset Control. Without limiting the generality of the foregoing, Customer agrees to be bound by the Operating Rules of Nacha and Subpart B of Federal Reserve Board Regulation J, as applicable and in effect from time to time. If the accounts to be debited and credited by a Transaction are both maintained by the Bank, the intra-bank transfer or related cancellation may be made by a book transfer rather than through a funds transfer system. If a Transfer request or cancellation relates to or is part of a Transaction, portions of which are subject to the Electronic Funds Transfer Act of 1978 and Federal Reserve Board Regulation E (the "**EFTA Act**"), as may be in effect from time to time, all actions and disputes between Customer and the Bank concerning that transfer or cancellation request shall be determined pursuant to Article 4A of the Uniform Commercial Code, except to the extent the EFTA Act otherwise requires. Customer agrees that its breach of this Agreement may cause irreparable injury to the other party, and agrees that the other party shall be entitled to seek temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation

25. Bank's Right to Audit. Upon Bank's request, Customer agrees to: (a) provide Bank with the records Customer maintains with respect to

Customer's use of the Services as required by Applicable Laws and the Agreement; (b) provide Bank with internal and external audit reports relating to Customer's use of the Services and Customer's information technology infrastructure and operational processes and procedures; (c) provide Bank with such financial information and statements and other documentation Bank reasonably determines to be necessary or appropriate to enable Bank to evaluate its exposure or risk; and (d) permit Bank (including its regulators and auditors) reasonable access to the locations where Customer uses any of the Services during normal business hours to audit Customer's (including Customer's Vendors') compliance with the terms of the Agreement and Applicable Laws. Customer will cooperate with any such audit and provide, at Customer's expense, any information or documents as may be reasonably requested by Bank in the course of such audit. Customer shall provide Bank with any information necessary to conduct such audit (e.g. receiver authorizations, policies, procedures, etc.) within 10 calendar days from a date of a written request.

26. Force Majeure. Notwithstanding any other provision of this Agreement, the Bank shall not be liable for delays or failures in the performance or completion of any of its obligations under or with respect to this Agreement beyond its reasonable control, including without limitation, delays or failure directly or indirectly caused by fire, flood, storm, earthquake, strikes, lockouts, labor difficulties, sabotage, war, insurrection, military operation, national emergency, mechanical, electrical or computer system breakdown, riot or civil commotion; failures of transportation, communications or power supply; any regulation, order, requisition, request or recommendation of any governmental agency or acting governmental authority or the Bank's compliance therewith; or other acts of God or causes beyond Bank's reasonable control, whether similar or dissimilar to the foregoing.

27. Notices. Except as otherwise provided in the Agreement, all notices concerning the administration of the terms of the Agreement between Customer and Bank (e.g., termination, breach, or waiver of rights) that are sent by either Customer or Bank shall be in writing and, if to Customer, addressed to Customer's primary mailing address as shown on

Bank's records at such time, and if to Bank, addressed to "Treasury Management Administration" at the address(es) of the Bank set forth on the "Contact Us" page at the end of this Agreement, or at such other address as Bank may specify in writing from time to time. Any such notice will be effective either on the date it is actually received by the receiving party or five (5) days after it is mailed by first class mail whichever is earlier; provided, however, that any notice sent by Customer terminating the Agreement or a Service shall be rendered ineffective if Customer uses or avails itself of any such terminated Service after the date of termination contained in any such notice.

Notwithstanding the forgoing requirements, Bank may amend the terms of this Agreement (including the fees and pricing or any other terms in this Agreement) by providing electronic notice to Customer, and such notice may include posting the terms of such amendment or full terms of a new Agreement on the Bank's System for such Services or email notice to the email address on file with Bank at the time such notice of amendment is provided. Additionally, Customer and Bank each acknowledge and agree that certain notices and communications, as specifically set forth in the Agreement or the Documentation, concerning the operation of Services and the communication of Transaction and other information with respect to the Services and Accounts, may be provided by the Customer or the Bank to the other party by telephone, fax or electronic transmission (including e-mail) in accordance with the information provided by the receiving party. Any such notice or communication provided by fax or electronic transmission will be effective upon transmission thereof to the receiving party, and any such notice given by telephone will be effective upon the receiving party's receipt thereof. Unless specifically stated otherwise, each party may rely on such notices or communications given by fax or electronic transmission as though they are originals. Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Documentation or Services requested by the Customer must be submitted in a form acceptable to the Bank, and no such requested addition, deletion or change will become operative or effective until the Bank confirms to Customer that such addition,

deletion or change has been implemented, which the Bank agrees to do within a reasonable period of time.

Each party is entitled to treat as authentic any notice, communication or Instructions believed by it in good faith to be genuine or to have been signed or authorized by an Authorized Person(s) of the sending party

28. Confidential Information. Bank acknowledges that it may obtain or have access to non-public personal information regarding Customer or its customers, and agrees to (i) maintain the confidentiality, integrity and security of such information, (ii) use such information only for the purposes set forth in this Agreement and the Account Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder, (iii) disclose such information only to its employees, Affiliates, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law, and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of Bank business) to ensure the security, integrity and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information.

29. Notice of Funds Transfers; Provisional Credits. The periodic Account statements and/or electronic reporting information, if subscribed to by Customer, provided to the Customer by the Bank will notify the Customer of funds transfer payments received by Bank for credit to one or more Accounts. Customer agrees that Bank will not be required to provide to Customer any other notice of such receipt of payments. All credits to any Account for funds transfers are provisional until Bank receives final settlement for the funds according to the rules of the funds transfer system by which such funds have been transmitted. Customer acknowledges and agrees that if Bank does not receive such final settlement, Bank is entitled to a refund and may debit the Account in the amount of such funds transfer credited to such Account.

30. Definitions. The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms. All references to “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.” Unless otherwise defined herein, capitalized terms shall have the following meanings:

- a. **“Account”** means any deposit account maintained with Bank by Customer and any other account with Bank over which Customer has access to and control over any funds on deposit therein, and loans or other products you have with us.
- b. **“Applicable Laws”** means, as applicable to the Services, a party, or the activities of a party, any declaration, decree, directive, legislative enactment, order, ordinance, law, rule or regulation, or other binding restriction of or by any governmental authority (including any federal, State, municipal, local, territorial, or other governmental department, whether domestic or foreign), and the rules of the association or organization through which transactions are processed, including the Operating Rules. References to “Applicable Laws” shall mean such laws as they may be amended, modified or otherwise exist from time to time.
- c. **“Act of Insolvency”** means **“Act of Insolvency”** means, with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an

appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due.

- d. **"Affiliate"** shall have the meaning as set forth in the Signature Agreement.
- e. **"Authorized Person"** shall have the meaning as set forth in Section 2 above.
- f. **"Available Balance"** means the funds in your Account that are available to you to withdraw or transfer; to pay Checks and other Items; Payment Orders, and for all other use of the Services permitted under the Agreement in accordance with the Bank's Funds Availability Policy.
- g. **"Business Day"** means any day other than a Saturday, Sunday, holidays observed by the Federal Reserve Bank or other day on which Bank is required or authorized to be closed.
- g. **"Check"** means a draft that is payable on demand, drawn on, or payable through a United States financial institution, whether negotiable or not, and in whatever medium including an imaged or substitute check.
- h. **"Collected Funds"** means the positive balance, if any, of an Account, after settlement and processing of all other debits and credits to the Account at the close of each Business Day.
- j. **"Cut-Off Time"** means the time on any Business Day when Bank will no longer accept Payment Orders or other Instructions or process Transactions for that Business Day and any such Payment Orders or other Instructions received after such time, if accepted, will be processed as of the next Business Day.
- k. **"Documentation"** means any Set up Form(s), Implementation Materials or other documentation provided by Bank to Customer addressing the use of the Services.
- l. **"Error"** has the meaning as set forth in Section 9 of these General Terms and Conditions.
- m. **"Implementation Materials"** means all materials that explain or facilitate the use of a Service or System, including, without limitation, s, user booklets, operational manuals, Security Procedures, instruction and training materials,

and information provided by Bank relating to the Services.

- n. **"Instructions"** means any instruction (including any Payment Order or an application for credit), request, instrument, or other communication provided using Customer's Security Procedures, or otherwise provided by or on behalf of Customer to Bank to perform a Service or take action on behalf of Customer or its Accounts.
- o. **"License"** means the non-exclusive, non-transferable right to use, during the term of the Agreement, the Software, System or other intellectual property provided by Bank to use a particular Service.
- p. **"Losses"** means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) and all costs of settlement of claims.
- q. **"Nacha"** means the National Automated Clearing House Association.
- r. **"Operating Rules"** means the operating rules and guidelines of Nacha.
- s. **"Payment Order"** has the meaning as set forth in Article 4A of the UCC.
- t. **"Security Procedures"** means the Treasury Management Security Procedures provided by the Bank to Customer describing the procedure, access codes, passwords or other security devices required to access and use the Services securely, which may be provided in either a hard copy or electronic format, as may be amended by Bank from time to time.
- u. **"Services"** means the treasury management services described in the Schedule to the Agreement or otherwise incorporated herein.
- v. **"Set up Form"** means the forms completed by Customer or Bank at the direction of Customer requesting specific Services and may include: the Product Enrollment Form and Assignment of Security Procedures, Service specifics, such as procedures, specifications, Instructions, names of Authorized Persons, Accounts, and Cut-Off Times or deadlines, and any guides or materials describing to use of any Services or System, and shall include any other Customer election document all of which may be amended from time to time
- w. **"Software"** shall have the meaning in Section 4 of the General Terms and Conditions.

- x. **"Supplier"** has the meaning in Section 19 of the General Terms and Conditions.
- y. **"System"** means any method by which Customer may communicate with Bank for use of the Services, which may include, but not be limited to, Internet (including InBusiness , Remote Check Processing, and Lockbox) or other Web Browser, direct transmission File Transfer Protocol ("FTP"), Mobile App, SWIFT or other payment network offered by Bank from time to time.
- z. **"Transfer"** or **"Funds Transfer"** means an electronic transfer of funds from Customer's Account.
- aa. **"Transaction"** means executing an Instructions, including any Payment Order, on behalf of Customer as part of the Services.
- bb. **"Unauthorized Transactions"** means any unauthorized, altered, counterfeit, or to other fraudulent transactions or other transaction not originated, initiated or signed (if necessary) by Customer or an Authorized Person.
- cc. **"Uniform Commercial Code"** or **"UCC"** means the Uniform Commercial Code as adopted in the State.
- dd. **"Vendor"** shall have the meaning as set forth in Section 19 of the General Terms and Conditions.

Schedule 2 : INTERNET BANKING SERVICES

1. **System Access.** Customer may elect to use a Service and communicate with Bank with respect to such Service using one of Bank's Internet Banking Services (or **"IBS"**). Internet Banking Services may include from time to time when offered by Bank for a particular Service include, but are not limited to, Services such as InBusiness, Remote Check Processing, direct transmission (e.g., FTP), SWIFT or other payment network or association. IBS shall be deemed a **"System"** as defined in this Agreement. After completion of the required Set Up Form, completing the required testing, and upon notice from Bank, Customer may communicate instructions and other information, enter into Transactions and access certain Services as described in within this Agreement, by accessing IBS as assigned to or made available by Bank and selected by Customer for such Service. The IBS with respect to a Service may be mentioned within the Service Schedule or Set Up

Form and more than one IBS may be available for such Service. Customer and Bank agree that each IBS shall be considered a System under the terms of this Agreement and any applicable Schedule. Bank offers multiple methods for accessing IBS, including through the Mobile App and through a web browser ("Web Browser"). Customer may request to communicate with the Bank by sending messages via one of the Systems that Bank offers and supports for the use of the Services from time to time. These messages may include Instructions with respect to the Services (including Payment Orders), payment advices, and information reporting. Customer agrees to send and receive messages as set forth in the Set Up Form and in the format required by the Bank. Customer agrees to not send Instructions or other messages to the Bank that are not part of the Documentation or Service and will not send notices regarding the administration of this Agreement as set forth in the General Terms and Conditions. Customer agrees to comply with any applicable rules applicable to the type of IBS. Customer agrees with and authorizes Bank to debit and credit the applicable Account to provide the Services, and to execute the Instructions in connection with Customer's use of the IBS and such Service. The Services available through each of these methods may be limited. Not all IBS services are available from mobile devices and some IBS services may not be available from mobile devices that do not meet the hardware and software requirements established by Bank from time to time. At the discretion of Bank, IBS access via the Mobile App may not be available for certain types of Accounts, or Services due to security concerns or due to other Account restrictions.

2. **Security Procedures.** Customer agrees to comply with the Security Procedures required for each IBS. Customer acknowledges that the security procedures are for the verification of authenticity and not to detect errors in Transactions or Instructions. Customer warrants that no Authorized Person will be allowed to initiate Transfers without proper supervision and safeguards and agree to take all reasonable steps to maintain confidentiality of security procedures and any related security features.

Customer agrees to designate Authorized Persons to act on Customer's behalf, who shall have authority to

authorize all action necessary in the use of IBS or other System. Any Administrator or other Authorized Person authorized by an Administrator may designate the access and authority of Authorized Persons. Customer agrees that the Bank shall not be under a duty to inquire as to the authority or propriety of any Transaction made by Authorized Persons. Bank shall be entitled to act upon the Instructions of any person whom the Bank reasonably believes to be an Authorized Person, whether or not Customer has authorized such Instructions when received through IBS or other System. The Bank shall not be liable for any Losses arising out of any such Instructions.

Customer further agrees that the Bank will not be responsible or liable to Customer in any way if information is intercepted by an unauthorized person, either in transit or at Customer's place of business. Customer agrees to: (1) keep Customer's password(s) secure and strictly confidential, providing password(s) only to Authorized Persons on Customer's Account(s); (2) instruct each person to whom Customer gives password(s) that he or she is not to disclose it to any unauthorized person; and (3) immediately notify the Bank and select a new password(s) if Customer believes a password may be known to an unauthorized person.

BANK WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING CUSTOMER'S PASSWORD(S) THAT OCCUR BEFORE CUSTOMER HAS NOTIFIED BANK OF POSSIBLE UNAUTHORIZED USE AND BANK HAS HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. Bank may suspend or cancel Customer's password(s) even without receiving notice from Customer, if Bank suspects a password is being used in an unauthorized or fraudulent manner.

Customer acknowledges receipt of the Security Procedures for IBS and agrees that they are considered commercially reasonable Security Procedures as set forth in the Agreement for the instructions, Transactions, communications and Services accessed by Customer using IBS. Customer agrees to be responsible for each request, Transaction, or other communication initiated using the Security Procedures issued by Bank to Customer.

3. Customer Requirements. In connection with Customer's use of IBS, Customer must use a Web Browser or Mobile App, hardware, software and encryption that complies with the Bank's specifications therefore, which may be specified by Bank from time to time in the Documentation. Bank recommends that Customer have appropriate security measures for Internet use, including a proxy server and/or firewalls to control and protect Internet access. In no event will Bank have any liability in connection with and shall not be responsible for (i) inability to connect to or use IBS or any Service via the Internet or inability to communicate with Bank via the Internet or any website resulting from a problem with an Internet service provider or online service provider, failure of Customer's systems or otherwise, (ii) unknown hazards of Internet use, including, but not limited to interception of any information relating to Customer or its Transactions, which may include, but not be limited to, the use of spyware or "man in the middle" interception of information, or any application errors in or security breaches of any Internet browser, or (iii) any data that is lost or destroyed in connection with Customer's use of IBS.

Customer will (a) manage and administer the security of all communications from Customer to Bank, (b) designate employees of Customer authorized to use IBS to access information or transact business on behalf of Customer, (c) create user profiles, (d) enable or disable user identification, (e) enable, disable, or distribute access mechanisms, and (f) complete, execute, and modify any forms or Service-related Documentation deemed necessary by Bank to provide IBS. Bank may rely on all designations made by Customer until such time as Bank receives notice that such designations have been changed. Bank is not responsible for detecting errors in transmissions made by Customer using IBS

Schedule 3:

ELECTRONIC INFORMATION REPORTING

In connection with the Electronic Information Reporting Service (the "**Reporting Service**"), Bank will collect certain information with respect to Accounts (and/or accounts maintained with other financial institutions), the Service provided under this Agreement and Transactions involving Accounts, and Bank will make such information

available to Customer to be viewed electronically via an IBS or transmitted electronically, all as more specifically elected by Customer and described in the Documentation.

1. Balance and Transaction Electronic Transmission.

Customer may elect to receive or have the Bank send Account balance and Transaction activity information reporting via electronic transmission directly to Customer or through other Systems offered by Bank from time to time as described in the Documentation; which may include, but not be limited to, SWIFT and elected by Customer in the Documentation. The Bank is not responsible for the content of balance or Transaction information received from third parties, even if such content or information is provided by Bank through a System.

2. Electronic Statements and Regulatory Information.

Customer may elect to receive Account statements, account analysis and other information relating to Account activity or services, Transactional activity and/or Services used with the Bank and/or its Affiliates ("**Statements**") electronically. Statements with respect to which Customer opts for electronic delivery ("**Electronic Statements**") will be selected by Customer on the Documentation. By selecting electronic delivery of Statements, Customer consents both to electronic delivery of such Statements and to electronic delivery of regulatory information that the Bank or its affiliates would typically include in mailings of paper Statements, such as mandated disclosures ("**Regulatory Information**"). Electronic Statements and Regulatory Information will be made available for viewing and printing through Customer's access via IBS or other System. Bank will make the Electronic Statements available after the Account's Statement cycle. The Bank recommends that Customer enroll for email notifications offered through IBS in connection with Electronic Statements, which provide notice to the Customer that the Electronic Statements are available for viewing, however, the Bank will have no liability or responsibility for any failure or delay in such email notifications being provided. **Selecting electronic delivery of Statements and Regulatory Information will result in only electronic delivery (and NO paper delivery) thereof.** Customer represents and warrants that it has the ability to receive, access and view the Electronic Statements and Regulatory Information by using IBS or other System and acknowledges that Customer's receipt of the Electronic Statements and Regulatory Information is subject to the

terms of Schedule 2 of the Agreement. Notwithstanding the foregoing, the Bank may, at its option, deliver paper Statements and/or Regulatory Information at any time. In addition, Customer may request a paper Statement and/or Regulatory Information by contacting Customer's service representative. A fee may apply for such Customer requests. Email and IBS shall constitute a "**System**" and Electronic Statements shall constitute a "**Service**" for purposes of the Agreement.

3. Updating Information. Customer understands that certain information available to it in connection with the Electronic Information Reporting Service is updated periodically and therefore, at any point in time may not reflect the information on Bank's records at such time, as more fully described in the Documentation. Customer acknowledges and agrees that the Electronic Information Reporting Service does not include any recommendation, guaranty, representation or warranty whatsoever by the Bank. Bank shall not be responsible for errors in, or delays regarding, information provided to Bank by other financial institutions or other non-Bank sources. Customer understands and acknowledges that balances on all accounts and other information will be reported by Bank in United States Dollars (USD), regardless of whether the source Account or information is maintained in USD or other currency.

Schedule 4:

WIRE TRANSFER SERVICES

Subject to the terms and conditions of this Agreement, the Bank will execute Funds Transfers using the Wire Transfer Services (or "**Wire Services**") described in this Schedule in the amount and from one of Customer's Accounts, for credit or payment to another Account, or to an account at another financial institution (including such transfer made by Fedwire, SWIFT, or other electronic funds transfer system – excluding any ACH system) or internal Bank transfer, all as specified in each Payment Order (each a "**Transfer**" or "**Wire Transfer**"). Each Instruction submitted by Customer shall be considered Customer's Payment Order. Each instruction to initiate a Transfer shall be deemed Customer's "**Payment Order**"

1. Customer's origination of Payment Orders.

Customer may use the Security Procedures assigned to Customer to originate Payment Orders for Bank to initiate Wire Transfers on Customer's behalf through a System as offered and permitted by Bank from time to time. Each

Payment Order must (a) be submitted in the format and contain the information required by Bank and actually received by the Bank; (b) designate the Customer Account from which it is to be paid; (c) not exceed the amount of the Available Balance in the designated Customer Account, or any applicable daily limits, or other restrictions or limitations established by the Bank or Customer; (d) is accepted by the Bank; and (e) otherwise complies with the terms of this Agreement. Any Payment Orders received after the Cut-Off Time on any Business Day may be treated as if they were received at the opening of the next Business Day. These Cut-Off Times are subject to change by the Bank from time to time in the Bank's sole discretion.

2. Right of Refusal. The Bank reserves the right to refuse processing of any Payment Order for any reason in our sole good faith discretion, including those issued against uncollected or insufficient balances. Nothing in this Schedule shall prohibit the Bank from debiting any Customer Account for any Wire Transfer executed by the Bank, even if the amount of the Wire Transfer creates or increases an overdraft in the Account. In the event an overdraft is created or increased, Customer shall deposit or transfer into the Account sufficient immediately available funds to pay the amount of the overdraft by the close of that Banking Day. Any overdraft existing at the close of a Banking Day is immediately due and payable without notice or demand. Nothing in this Agreement nor any course of dealing between Customer and the Bank constitutes a commitment or obligation of the Bank to lend money, allow the creation or increase of an overdraft, or otherwise extend any credit or advance funds to Customer to pay for any Transaction or Transfer made hereunder.

3. Notice of Failure or Rejection. The Bank will notify Customer if the Bank, any funds transfer system, or any other bank rejects or fails to execute a Wire Transfer. Bank will also notify Customer of the reason for the rejection or failure after the Bank receives notice of the reason. The notices provided under this paragraph shall be deemed commercially reasonable and effective when given or otherwise made available to Customer through its regular Account statement, any Electronic Statement or any System or other Service used by Customer, and Customer agrees that Bank shall have no liability for any failure or delay in providing such notice. Bank has no obligation to re-send a Payment Order that

is returned to us if we complied with terms of the original Payment Order.

4. Cancellation or Amendment of Payment Order.

The Customer has no right to cancel or amend any Payment Order after it has been received by the Bank. However, to the extent permitted by Applicable Laws, the Bank will use its reasonable efforts to act on the Customer's request to cancel any such Payment Order before the Bank processes it, but the Bank will have no liability if such cancellation is not affected.

5. Processing Payment Orders. Following Bank's receipt and acceptance of a Payment Order, Bank will execute such Payment Order subject to the terms of the Agreement, including, but not limited to, the requirement that: (i) such Payment Order is received containing all information required by Bank; (ii) such Payment Order is received in the format and through the Channels or other transmission method required or permitted by Bank; and (iii) if required by Bank, Customer has paid Bank for the amount of the Payment Order, including Bank's Fees and any other applicable charges.

In the event of any inconsistency between the name and account number or identifying number in a Payment Order or other Instruction, Bank may, in its discretion, make the electronic funds transfer based solely upon the account number or identifying number set forth in such Payment Order or other Instruction, and Customer shall be responsible for any and all Losses incurred as a result of any such inconsistency. Customer is solely responsible for the content of each Payment Order and the accuracy and completeness of the information contained therein. Bank will rely on the information contained in the Payment Order in carrying out your instructions. No instructions or other restrictions accompanying your Payment Order shall be effective unless expressly accepted and agreed to in writing by Bank. Bank may in its sole discretion, but is not obligated to, require evidence of the authority of the person submitting the Payment Order to act on your behalf before accepting it for processing.

6. Security Procedures. Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the Wire Transfer Services and Payment Orders and that Customer's use of the Wire Transfer Services constitutes the Customer's acceptance of those Security Procedures

as commercially reasonable and otherwise subject to the terms addressing use of Security Procedures in Schedule 1 of this Agreement.

7. Unauthorized Payment Orders. Customer agrees to notify the Bank of any unauthorized Payment Order, any payment to a Beneficiary not intended by the Customer, any payment in an amount greater than the amount intended by the Customer and any Payment Order duplicative of a Payment Order previously sent by the Customer, along with the relevant facts relating to the error, immediately but no later than the next Business Day after the Customer receives notice from the Bank (or its Provider) with information that the Payment Order was accepted by the Bank or that an Account was debited with respect to the Payment Order. The Customer shall be liable to the Bank for any losses Bank incurs as a result of the Customer's failure to discover the error and notify the Bank. This duty on the part of the Customer to discover errors and notify the Bank shall also apply to amendments to Payment Orders.

8. Payment by Customer. Customer authorizes the Bank to debit its Account(s) as designated in the Set Up Form and Assignment of Security Procedures to initiate wire transfers based on the Payment Orders received by Bank and Customer agrees to pay to the Bank the amount of each Transfer no later than the date the Transfer is processed by the Bank even if sufficient funds are not in the Account and it otherwise creates an overdraft of each wire transfer. The Customer expressly acknowledges and agrees that for purposes of this Section, future dated wire transfers and international wire transfers are "processed" by the Bank on the date the Payment Order is received by the Bank, even though the date on which the related Transfer is affected may be a later date. If any Transfer creates an overdraft in an Account, then Customer agrees to promptly pay Bank on demand and in immediately available funds, the amount of any such overdraft with interest thereon at Bank's then existing overdraft rate for the period involved until such overdraft is paid in full, and Customer further agrees that Bank may debit any other Customer Account for such payment. The foregoing payment obligations will survive termination of the Agreement and this Article.

9. Intermediary Banks. Customer shall specify routing Instructions for wire transfers in any Payment Order communicated to Bank. If no such specification is made, Customer hereby instructs Bank to send Transfers

through such correspondent(s) as deemed appropriate by Bank in its sole discretion after consulting standard bank references as to correspondent relationships. In executing any wire transfers, the Bank shall use whatever funds transfer system, communications system, and intermediary bank is designated by the Customer, except where the Bank in good faith concludes that use of such funds transfer system, communication system, or intermediary is not feasible or would involve undue delay, in which case the Bank shall use such of the funds transfer systems and communications systems in which Bank participates, and such intermediaries, agents or sub-agents as Bank determines to be appropriate in connection with any such wire transfers. To the fullest extent permitted by law, (i) any such funds transfer system, communications system, or intermediary, agent or sub-agent shall not be a Supplier, and shall be deemed to be the agent of the Customer, and the Bank shall not be liable for any errors, negligence, suspension or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and (ii) Bank shall not be liable for any errors, mutilations, delay, misdelivery or failure of delivery in the transmission of any Transfers in connection with such Transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by the Customer.

10. Transfers in Foreign Currency. Any request for the Transfer of funds in a currency other than U.S. Dollars shall require the Customer to first validly purchase such foreign currency from the Bank or Bank shall purchase such amount from Bank's affiliate or correspondent bank. Unless otherwise agreed between Bank and Customer, the value of any such wire transfer shall be reported to Customer in the U.S. Dollar equivalent of the amount of foreign currency transferred. Any loss of exchange arising from a subsequent cancellation of such wire transfer request or because of a rejection of delivery for any reason shall be charged to Customer's Account. The Customer agrees that if the Bank utilizes the services of other banks for the purpose of giving effect to any request or order for the Transfer of funds in foreign currency, then the Bank does so for the account of and at the risk of the Customer.

11. International Wire Transfers. For the wire transfer Service as it pertains to international Transfers: (a) The Bank may issue separate Security Procedures and directions relating to the origination of international wire

Transfers by Customer which shall replace or be in addition to those for domestic Transfers; (b) International Transfers are completed at Customer's sole risk and responsibility, including reimbursement of the Bank's fees, expenses, and legal fees, and subject to all laws or decrees of any domestic or foreign government, taxing or postal authority, or other agency at the time the Transfer is made; (c) In the event that there is a delay in wire transmission or an interruption in a wire transmission, the Bank will request the intermediary institution(s) honor the stated value date, but the Bank has no responsibility for the actual value applied for crediting funds to the payee; (d) for international Payment Orders, the Bank does not guarantee that its correspondents or agents can or will make payment in U.S. Dollars, nor does the Bank guarantee that there will not be a charge made by some other bank or banker effecting any Transfer initiated by the Bank; and (e) Customer understands that each intended Beneficiary or a Transfer initiated by the Bank at Customer's request will be compared to a list published and updated by the U.S. Department of Commerce Office of Antiboycott Compliance or Special Designated Nationals and Blocked Persons List as published and updated by the Office of Foreign Assets Control of the U.S. Treasury Department (collectively, the "**OFAC List**"). If the name of the intended Beneficiary of a Payment Order is contained on the OFAC List, the Bank will, under no circumstances, transmit the requested Payment Order. Customer agrees that the Bank is under no obligation to transmit a Payment Order when the name of the intended Beneficiary is on the OFAC List, and furthermore, Customer agrees that the Bank will not be held liable for any damages, direct or indirect, occasioned by the Bank's refusal to transmit a Payment Order to an intended Beneficiary whose name appears on the OFAC List or hold such amount of funds as required by Applicable Laws. Bank's Fees only cover our costs for international wire transfers; additional costs or fees over which we have no control may be incurred during processing and you agree to pay any such additional costs or fees. In addition, foreign countries and their subdivisions, any intermediary bank and the beneficiary's bank may charge transfer taxes and other transfer fees that will reduce the amount received by the beneficiary.

12. Returned Wires (Incoming and Outgoing). In the case where wire detail (i.e. the information in the Payment Order received) does not match account information for any incoming Transfer, the funds will be returned to the originator and you may be subject to Fees

for such return. In the case where your outgoing wire detail (i.e. the information in the Payment Order that you originate to pay to a third party) does not match account information for any outgoing Transfer, the receiving bank may return the Payment Order and you may be charged Fees by Bank and/or a fee by the receiving bank.

Schedule 5: ACH ORIGATION SERVICES

ACH Origination is a Service that permits Customer (or its TPSP (defined below) as permitted by Bank) to initiate credit or debit ACH Transfers. Unless otherwise defined in this Agreement, capitalized terms used in this Schedule shall have the meanings provided in the Operating Rules. The term "**Entries**" shall have the meaning provided in the Operating Rules and shall also mean the data received from Customer hereunder from which Bank prepares Entries, each of which shall be deemed Customer's Payment Order. Customer (as "**Originator**") has requested to initiate Entries through the Bank (as "**Originating Depository Financial Institution**" or "**ODFI**") for the deposit ("**Credit**") and/or payment ("**Debit**") of money to and from the accounts of Receivers maintained at Bank and at other Depository Financial Institutions ("**RDFIs**"), by means of the Automated Clearing House system ("**ACH System**"). Unless otherwise agreed by Bank in writing all such ACH Transfers shall settle in the United States.

1. Operating Rules/Regulations. Customer will comply with the Operating Rules in existence as of the date of this Agreement and as amended from time to time. The duties of the Customer set forth in the following paragraphs of this Agreement in no way limit the requirements of complying with the Operating Rules.

2. Customer Authorizations and Records Retention. Before the initiation by Customer of the first Credit Entry or Debit Entry to a Receiver's account, the Customer will obtain from each of its Receiver's an authorization to make one or more Entries to the Receiver's account. Each Entry thereafter will be made pursuant to such authorization, and Customer will not initiate any Entry after such authorization has been revoked or the arrangement between Customer and such Receiver has terminated. Customer will retain the original or a copy of each authorization, notice and other document required to be given to the Receiver under the

Operating Rules and will, upon request of Bank, furnish such original or copy to Bank within three (3) days of Bank's request, which shall be at the sole cost and expense of Customer.

3. Delivery of Entry Information.

- a. Customer delivery of Entries. Customer or a Customer Vendor may transmit Entries to Bank either via IBS, Direct File Transfer or other System as permitted by Bank from time to time. For the purposes of this Schedule any Customer Vendor shall be deemed a Third Party Service Provider as defined in the Operating Rules (a "**TPSP**"). Customer may also use IBS or other System to provide the information to create the Entries based upon the Applications made available to the Customer via IBS or other System. "**Applications**" are the features of the ACH Origination Services that allow a Customer to provide via IBS or other System the information relating to an Entry that Bank may then use to generate the ACH File. The Entries transmitted by Customer shall (i) be to the location and in compliance with the formatting requirements set forth by the Bank and as may be changed from time to time by Bank; (ii) not have an Effective Entry Date that is more than five (5) Business Days from the receipt of the Entry by Bank (with Collected Funds remaining in the Account until such future settlement date); and (iii) be in compliance with the requirements of this Agreement including, but not limited to, the Security Procedures and the Operating Rules. Entries shall be deemed received by Bank, in the case of Electronic Transmission, when the transmission in compliance with the Agreement is completed.
- b. Future Dated ACH Origination. The Customer will deliver each Entry or file of Entries to Bank no later than the established Cut-Off Time. All Entry information so delivered shall be in the medium required by the Bank and the format required by the Operating Rules. Unless otherwise agreed by Bank in writing:
 - i. **Credit Entries.** The Bank may require Credit Entries to be delivered on or before two Business Days prior to the effective date of the Entries contained within the file. Bank currently allows Entries to be received from Customer on the last Business Day prior to

the effective entry date; provided, that Bank reserves the right to change this procedure at its sole discretion upon notice to Customer.

- ii. **Debit Entries.** Debit Entries are to be delivered on or before one Business Day prior to the effective Entry Date of the Entries within the file.
 - iii. **Delays.** If Entries are not timely delivered by Customer as set forth above there may be a delay in settlement, and in such event, Customer agrees that Bank will be held harmless in the event settlement does not occur on the effective Entry Date.
 - c. Same Day ACH Origination. Customer will deliver each same day ACH Entry or file of same day ACH Entries to Bank no later than the Cut-Off Time on the settlement date. Same day ACH Entries must comply with the Operating Rules and Bank's requirements and restrictions as disclosed to Customer from time to time.
4. **Effective Date for Entries.** The effective date with respect to an Entry shall mean the Business Day upon which the Entry is to be posted to the account of Customer's customer.
 5. **Rejection of Entries.** Bank may reject any Entry for any reason in good faith, including, but not limited to those Entries that either; (i) do not comply with the Agreement, (ii) exceeds the amount of the Available Balance in Customer's Account or exceeds the daily ACH limits established by Bank for Customer from time to time, or (iii) Bank reasonably believes violates Applicable Laws. Bank shall notify Customer by of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any Entry or the fact that such notice is not given or not given at an earlier time than that provided for herein.
 6. **Cancellation of Amendment of Entries.** Customer agrees that it has no right to cancel or amend an Entry after it has been submitted to Bank. However, if a request for cancellation or amendment is received by Bank prior to transmitting the Entry to the ACH Operator, Bank may use reasonable efforts to act on

such a request but shall have no liability if such request is delayed or not executed.

7. Reversal of Entries. Customer may initiate a Reversing Entry to correct an Erroneous Entry ("**Reversal**") and the Reversal must be transmitted to the Bank within twenty-four (24) hours of the discovery of such duplication or error so that it may be timely transmitted to the ACH Operator. Notwithstanding the foregoing, the Reversal must be transmitted to the Receiving ACH Operator in such time as to be transmitted or made available to the RDFI by midnight of the fifth (5th) Business Day following the Settlement Date of the Erroneous Entry. Bank may charge Customer and Customer shall reimburse Bank for any expenses, including internal employee time, legal expenses, losses, or damages that Bank may incur in effecting or attempting to affect Customer's request for the Reversal.

8. Inconsistency of Name and Account Number Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Customer, even if it identifies a person or entity not consistent with the named Receiver, and Customer remains obligated to pay the amount of the Entry to Bank notwithstanding the inconsistent nature of the information provided to Bank.

9. Security Procedures.

Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the ACH Origination Services and Payment Orders and that Customer's use of the ACH Origination Services constitutes the Customer's acceptance of those Security Procedures as commercially reasonable and otherwise subject to the terms addressing use of Security Procedures in Schedule 1 of this Agreement.

10. Settlement by Customer for Entries. Customer will maintain an Account at Bank to be used as a "**Settlement Account**" with balances sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited. Bank will either charge or credit Customer's Settlement

Account for any Credit or Debit Entry initiated by Customer on the Settlement Date. Customer will reimburse with good and immediately available funds in the amount required by Bank if, after settlement has been made by Bank, any Debit Entry is rejected, if any adjustment memorandum that relates to any such Debit Entry is received by Bank, or if an overdraft is created in any of Customer's Accounts to pay for any of Customer's Entries. Such reimbursement will be made on the date such rejection or memorandum is received by Bank. Customer shall maintain a sufficient Available Balance to pay Bank the amount of each Entry transmitted by Bank on the date the Entry is transmitted by Bank to the ACH Operator. In the event Customer does not have sufficient funds in the designated Account, Bank may debit any other Customer Account or create an overdraft in Customer's Account to pay for such Entries. Bank may provisionally credit Customer for Debit Entries on the Effective Entry Date of such Debit Entry, *provided, however*, that Bank may reverse such Entry if final payment is not received by Bank by the next Business Day. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT IT HAS RECEIVED NOTICE OF THE OPERATING RULE REGARDING PROVISIONAL PAYMENT AND OF THE FACT THAT, IF SUCH SETTLEMENT IS NOT RECEIVED, THE RDFI SHALL BE ENTITLED TO A REFUND FROM THE RECEIVER OF THE AMOUNT CREDITED OR DEBITED AND CUSTOMER SHALL NOT BE DEEMED TO HAVE SETTLED THE RECEIVER THE AMOUNT OF THE ENTRY.

11. Pre-Funding. Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date, or in the case of a Same Day ACH Credit Entry on the Settlement Date, of the ACH File for payment of any ACH Entries ("**Pre-Funding**"). Customer will provide immediately available funds sufficient to pay all Credit Entries initiated by Customer prior to initiating any Entries for which pre-funding is required. Bank will not be obligated to process, transmit, or settle for the Credit Entries received from Customer if an Available Balance is not on deposit if Customer is put on Pre-Funding. Bank may require Pre-Funding at any time without notice to Customer, provided, that Bank shall endeavor to provide notice to Customer prior to placing Customer's ACH Service on Pre-Funding. In the case of ACH Credit Entries originated by Customer, sufficient Available Funds must be in the Pre-Funding Account before Customer transmits the ACH File to Bank, and, in all instances, a minimum of

two (2) Business Days prior to Settlement Date, or Customer's ACH Credit Entries may not be processed. In the case of ACH Debit Entries originated by Customer, sufficient Available Funds must be in the Pre-Funding Account before Customer transmits the ACH File to Bank, and, in all instances, prior to Settlement Date, or Customer's ACH Debit Entries may not be processed. Bank is under no obligation to hold the ACH File until Available Funds are in the Account and then process same ACH File, although Bank may do so at its discretion. When the Bank holds the ACH File until the account is funded, if the account is funded after the effective date of the original file transmission, the effective date will be changed by the Bank to the earliest available Business Day and the ACH File will be processed. Bank is under no obligation to contact Customer in the event of insufficient Available Funds to process Customer's requested Entry. Should Bank process an ACH File against an Account with insufficient Available Funds, Bank is under no obligation to process subsequent ACH Files against an Account with insufficient Available Funds

12. Erroneous Entry. If the Customer discovers that any Entry it has initiated was in error, it must notify the Bank in writing of such error and must comply with the security procedures. The Bank will utilize its best efforts on behalf of Customer, consistent with the Operating Rules to correct the Entry, subject to the terms of Schedule 1 of this Agreement. In all such cases, it shall be the responsibility of the Customer to notify its affected customers that an Entry has been made, which is at variance with the customer's authorization or is otherwise erroneous. The Customer is responsible for the creation of reversing entries.

13. Rejected or Returned Entry. In the event any Entries are rejected or returned by the ACH Operator for any reason whatsoever, it shall be the responsibility of Customer to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Operating Rules, provided, however, the Bank shall remake such Entries in any case where rejection by the ACH Operator was due to mishandling of such Entries by the Bank and sufficient data is available to the Bank to permit it to remake such Entries. The Customer shall retain and provide the Bank on request all information necessary to

remake any files of Entries for three (3) Business Days after midnight from the day Entries are made to Customer's Account. In all other instances, Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to the Customer.

14. Representations, Warranties and Indemnification.

With respect to each and every Entry initiated by Customer, the Customer represents and warrants, and will be deemed to have made the same at the time each Entry is initiated by Customer, that a) each Entry complies with this Agreement and the Operating Rules, b) no warranties of an Originator and ODFI have been or shall later be breached, c) each Entry shall in no way violate any Applicable Laws, including the Electronic Fund Transfer Act and Regulation E, d) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry as required by the Operating Rules, (e) such authorization is operative at the time of transmittal or settlement by Bank as provided herein, (f) Entries transmitted to Bank by Customer are limited to those types of Debit Entries or Credit Entries given by Customer at the time of Set Up for ACH Services, and (g) Customer shall be bound by and comply with the Operating Rules as in effect from time to time, including, without limitation, the rule regarding making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry.

15. Bank's Responsibilities. In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof.

16. Customer's Rights to Refund for Debit Entries.

Customer acknowledges the right of a Receiver to obtain a refund of the funds debited from Receiver's account by such customer's sending of a notice to the Receiving Bank within applicable regulatory timeframes Such Receiver's notice must state the error, and demand that the amount of the Debit Entry be credited back to Receiver's account. Customer

agrees to promptly reimburse Bank for all funds Customer has received when Receiver follows the procedures described in this Section.

17. THIRD PARTY SERVICE PROVIDERS. If Customer hires, employs or engages a TPSP in connection with any ACH Service, such Customer Vendor is Customer's agent. Customer shall notify Bank of the name of any Customer Vendor to whom it delegates its duties or responsibilities under this Agreement before Customer's Vendor initiates any Transactions or performs an obligation authorized or required under this Agreement. Customer agrees that it shall be solely responsible for ensuring its' Vendor complies with Customer's obligations under this Agreement (including Security Procedures). Customer is bound by all acts of such Customer Vendor. Customer confirms that it grants authority to those Customer Vendors so identified in accordance with this Section to legally bind Customer with respect to its use of the ACH Origination Services. Customer is liable for (i) Customer Vendor's actual failure to comply with any of Customer's obligations under this Agreement, (ii) all fees, costs and expenses owed to each Customer Vendor for its services on Customer's behalf, and (iii) any claims, damages, costs and expenses incurred by Customer or Bank as a result of Customer Vendor's failure to perform, delay or error in performing services on Customer's behalf or comply with the Operating Rules. Notwithstanding the foregoing, Customer understands and agrees that Bank may refuse to accept any Instructions from such Customer Vendor for any reason, but in no event shall Customer or Customer Vendor have a cause of action, legal or equitable, against Bank for such refusal.

18. TERMINATION OF ACH ORIGINATION SERVICES. In addition to Bank's right to terminate Services under this Agreement, Bank reserves the right to immediately terminate in its sole good faith discretion, all or part of the ACH Services upon providing written notice to Customer, including, but not limited to, if the Customer in Bank's sole good faith discretion has an excessive number of Return Entries

19. Unauthorized Requests. The Customer is solely responsible for all requests received by the Bank. If at any time the Customer suspects that an unauthorized request has been made or that Customers access codes and/or login information

have or may have become known to any unauthorized person or party, **THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT, TO BE FOLLOWED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS INDICATED IN CONTACT US PAGE BELOW.**

20. ACH Daily Limits and Restrictions. The maximum daily ACH limit equals the amount of Credit Entries and Debit Entries transmitted by customer to Bank on a Business Day as well as the aggregate value of limits that may be transmitted with a common settlement day. This limit is subject to review at a minimum annually by Bank and may be changed at any time by Bank in its sole discretion. Bank may restrict the type of Entries that Customer may originate by Standard Entry Class ("SEC") Code in Bank's sole discretion. Customer can request the limit be reviewed at any time.

21. Provisions Applicable to ACH Third Party Senders. With respect to each and every Entry initiated by Customer, Customer represents and warrants to Bank and agrees that (a) Customer shall initiate Entries as a Third-Party Sender only in compliance with the provisions of this section after prior written approval by Bank, (b) in any case in which Customer acts as a Third-Party Sender with respect to the initiation of Entries on behalf of other Originators or Third-Party Senders, the Originator has agreed to assume the responsibilities of an Originator under the Operating Rules, and Customer makes the warranties and assumes the liabilities of an Originating Depository Financial Institution as provided in the Operating Rules, (c) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the debiting or crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (d) such authorization is operative at the time of transmittal or at the time of debiting or crediting by Bank as provided herein, (e) Entries transmitted to Bank by Customer are limited to PPD and CCD unless separately approved by Bank in writing, (f) Customer shall perform its obligations under this Agreement in accordance with all Applicable Laws, (g) Customer

shall be bound by and comply with the Operating Rules as in effect from time to time. Customer specifically acknowledges that it has received notice of the Operating Rules. Customer shall indemnify Bank against any claim, loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements, (h) Customer shall comply with Operating Rule requirements related to annual compliance audits and risk assessments and will implement a risk management program based on the results of those assessments, and (i) Customer will establish data security policies, procedures and systems with commercially reasonable authentication, authorization and encryption protocols.

23.1 Customer Acting as Third-Party Sender.

Due Diligence; Bank Approval of Originators. In any case in which Customer proposes to act as a Third-Party Sender with respect to the initiation of Entries on behalf of other Originators, Customer shall perform due diligence on each proposed Originator and provide a summary of the results of the due diligence to Bank upon such form, and in such format, as Bank may from time to time require. Customer's responsibilities shall include, but not be limited to, the following:

- a. Performing an initial check on the name of the proposed Originator against the OFAC List prior to entering into any agreement to provide ACH services to such Originator and repeating such check monthly, or as often as the OFAC List is updated, to ensure no match is found;
- b. Implementing and administering the requirements of Bank's Customer Identification Program ("**CIP**") for ACH Originators as may be adopted and provided to Customer from time to time;
- c. Obtaining general information on the proposed Originator including name, address, taxpayer identification or social security numbers, copies of corporate organization documents, identity of owners, type of business, purpose for the Transactions and similar general information. This information must be compiled and provided to Bank as required by Bank;

- d. Obtaining sample copies of ACH authorizations, customer contracts and related materials to be used by the Originator;
- e. Setting and enforcing Transaction exposure limits;
- f. Auditing and testing Originator authorization processes and quality;
- g. Monitoring forward and return Transaction volumes, dollars and rates; and
- h. SEC Code specific risk management requirements and warranties as required by the Operating Rules.

Bank will review the due diligence information provided by Customer and approve, deny or request additional information regarding the proposed Originator in a timely fashion. Customer will not transmit Entries from the proposed Originator until receipt of Bank's written approval.

Contract Requirements. Customer shall enter into an agreement with each Originator pursuant to which the Originator is bound by the Operating Rules and assumes the responsibilities of an Originator under the Operating Rules. Such agreement must contain an acknowledgment that Entries that violate the laws of the United States may not be initiated. Customer shall provide Bank with the form of agreement to be used by Customer with respect to this requirement, and Customer shall provide Bank with any amendments to such form agreement.

23.2 Customer Agreements with Others Acting as Third-Party Senders.

Due Diligence; Bank Approval of Third-Party Sender and Originators. In any case in which Customer proposes to act as a Third-Party Sender with respect to the initiation of Entries on behalf of another Third-Party Sender with whom the bank does not have a direct contractual relationship ("A Nested Third Party Sender"), Customer shall perform due diligence on each proposed Third-Party Sender and provide a summary of the results of the due diligence to Bank upon such form, and in such format, as Bank may from time to time require. Customer's responsibilities shall include, but not be limited to, the following:

- a. Performing an initial check on the name of the proposed Third-Party Sender against the OFAC List prior to entering into any agreement to

provide ACH services to such Third-Party Sender and repeating such check monthly, or as often as the OFAC List is updated, to ensure no match is found;

- b. Implementing the requirements of Bank's CIP for ACH Originators, as may be adopted and provided to Customer from time to time, with respect to the proposed Third-Party Sender;
- c. Obtaining general information on the proposed Third-Party Sender including name, address, taxpayer identification or social security numbers, copies of corporate organization documents, identity of owners, type of business, purpose for the transactions and similar general information. This information must be compiled and provided to Bank as required by Bank;
- d. Obtaining sample copies of Agreement between Customer and the additional Third-Party Sender;
- e. Ensuring that the Nested Third-Party Sender complies with annual Nacha Audit and Risk Assessment requirements. The Nested Third-Party Sender may not rely on an audit or risk assessment performed by another Third-Party Sender; it must conduct its own;
- f. Setting and enforcing transaction exposure limits;
- g. Auditing and testing Originator authorization processes and quality;
- h. Monitoring forward and return transaction volumes, dollars and rates; and
- i. SEC Code specific risk management requirements and warranties as required by the Operating Rules.

Bank will review the due diligence information provided by Customer and approve, deny, or request additional information regarding the proposed Third-Party Sender in a timely fashion. Customer will not transmit Entries from the proposed Third-Party Sender until receipt of Bank's written approval.

Contract Requirements. In any case in which Customer acts as a Third-Party Sender with respect to the initiation of entries for another Third-Party Sender, including instances in which there are multiple Third-Party Senders in the chain between Customer and the Originator, Customer shall require that (i) an agreement be entered into by each party in the chain pursuant to which each such party agrees to be bound by the Operating Rules, (ii) each Third-Party Sender shall agree in writing to

assume the responsibilities and make the warranties of an Originating Depository Financial Institution as provided in Sections 5.3 and 5.5 of the Operating Rules, and (iii) the Third-Party Sender whose relationship is with the Originator enters into an agreement, containing the provisions set forth in (a)(ii). Each of the aforementioned agreements must contain an acknowledgment that Entries that violate the laws of the United States may not be initiated. Furthermore, each of the agreements shall require the Third-Party Sender having a contract with the ultimate Originator to perform the due diligence required under (a)(i) and provide the results of the same to Bank for Bank's review and approval or denial of each proposed Originator. Customer shall provide Bank with the form of agreement to be used by Customer with respect to other Third-Party Senders, which must be agreed upon for use by Bank. Customer shall provide Bank with any amendments to any such form agreements prior to their use. Customer shall obtain the prior consent of Bank with respect to any Third-Party Sender or Originator on behalf of whom Customer intends to initiate any Entries.

Schedule 6: Business Bill Pay

You may use Business Bill Pay (the "Bill Pay Service") to direct Bank to make payments from your designated checking account to the Payees (anyone you designate to pay and, Bank chooses to accept, as a recipient of a bill pay transaction).

1. Administration and Authorized Persons. The Administrator will be granted access to Business Bill Pay. The Administrator may request Business Bill Pay access for additional Authorized Persons. Access rights for Authorized Persons may be modified by the Administrator once the Authorized Persons are granted access in Business Bill Pay. The Administrator will select desired levels of authority for each Authorized Person.

2. Managing Payees. Authorized Persons are permitted to add a new payment to a Payee by accessing the service and entering the appropriate information or add a new Payee. The Bank reserves the right to refuse the designation of a Payee for any reason. You may pay any Payee within the United States (including U.S. territories). The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

3. Bill Payment Daily Limits and Restrictions. Transfer Limitations: All services and transfers offered through this Agreement may incorporate restrictions on the dollar-value of transactions. The maximum daily limits are subject to review and may be changed at any time by Bank in its sole discretion. Customer can request the limit be reviewed at any time. Bank may restrict the type of payments that the Customer may originate.

4. Payment Processing Dates. Business Bill Pay functions on a "Due Date Model" wherein you will select the due date for your payment and Business Bill Pay will calculate the appropriate processing date based on whether your Payee is designated to receive payment electronically or by check. The system will display a calendar indicating the soonest available due date for your desired payment. Payments made electronically will result in a debit to your account on the due date. Draft checks are encoded with your account number and your account will not be debited until the check has been presented for payment by the Payee. The Cut-off time for scheduling of payments is on the business day immediately preceding the processing day.

5. Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules: If the recurring payment "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date. If the recurring payment "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees." **Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated

processing date, then the last calendar day of that month is used as the calculated processing date.

6. Cancelling a Payment. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. Once processed, you may not cancel or stop bill or payroll payments delivered electronically. You may place a stop payment on bill payments issued by check by contacting the Bank before the check is presented for payment. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Available Funds. Bank reserves the right to refuse or cancel any payment(s) if the full dollar value of any individual payment or of all outstanding payments submitted for processing is not fully supported by collected available balances at any point from the time the payment(s) is scheduled until funds are deducted from the Customer account.

8. Security Procedures. Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the Bill Payment Service and that Customer's use of the Bill Payment Service constitutes the Customer's acceptance of those Security Procedures as commercially reasonable, and subject to the terms Schedule 1 of this Agreement addressing Security Procedures.

9. Unauthorized Bill Payment Requests.

The Customer is solely responsible for all Bill Pay Service requests received by the Bank. If at any time the Customer suspects that an unauthorized Bill Pay Service request has been made or that access codes and/or login information have or may have become known to any unauthorized person or party, **THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT, TO BE FOLLOWED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS INDICATED IN CONTACT US PAGE BELOW.** CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF OR PROVIDING ACCESS TO INFORMATION OVER THE INTERNET AND THERE CAN BE NO ASSURANCE THAT INQUIRIES OR TRANSACTION ACTIVITY WILL BE COMPLETELY SECURE OR FREE FROM DELAYS,

MALFUNCTIONS, OR OTHER INCONVENIENCES GENERALLY ASSOCIATED WITH THIS ELECTRONIC MEDIUM. THE FINANCIAL INSTITUTION MAKES NO REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT THAT A SECURITY PROCEDURE WILL BE EFFECTIVE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE FINANCIAL INSTITUTION SHALL NOT HAVE ANY LIABILITY FOR THE BREACH OF A SECURITY PROCEDURE OR THE INTEGRITY OF THE SYSTEM OR ANY SERVICE.

Schedule 7: POSITIVE PAY AND ACH BLOCK / FILTER

The Bank strongly recommends that all of its customers take precautions to decrease the risk of unauthorized Transactions, including but not limited to, the use Services designed to detect and/or deter check and ACH fraud, such as Check Positive Pay and ACH Positive Pay which are automated fraud detection tools that match Check and/or ACH Transaction information provided by Customer with Transactions presented to Bank for payment.

1. Check Positive Pay

a. Issued Checks File for Positive Pay. Each time Customer issues Checks drawn on its Account(s) enrolled in Positive Pay, Customer will transmit a file with information about such Checks to Bank via IBS or other System (the ***“Issued Checks File”***). The Issued Checks File shall accurately state the Check number, Check date, and the exact dollar amount of each Check issued, and any other information required by Bank from time to time (collectively, the ***“Check Information”***). **The Issued Checks File must be transmitted and received by the Bank no later than the Cut-Off Time on the Business Day Customer issues the first Check included in the Issued Checks File.** Positive Pay is a next day process, which means the Exception Checks (defined below) being presented actually cleared Customer’s Account the night before as Checks are presented to the Bank through regular banking payment systems and provisionally paid.

b. Issues Checks File for Payee Positive Pay. If Customer subscribes to the Payee Positive Pay Service as indicated on the Set Up Form, the Issued Checks File must also include the Payee as it appears on the face of the Check, and the Payee shall be deemed included as part of

the ***Check Information***. Customer shall transmit the Issued Checks File to the Bank in a format and medium as specified by the Bank. **The Issued Checks File must be transmitted and received by the Bank no later than the Cut-Off Time on the Business Day Customer issues the first Check included in the Issued Checks File.** In the event of a failure of either Customer’s system or the Bank’s System and the Issued Checks File cannot be received by the Bank or the Bank cannot process the Issued Checks File, the Issued Checks File shall not be considered received, even if the Bank is in possession of the Issued Checks File.

c. Checks subject to Positive Pay and Payee Positive Pay Services. The Positive Pay and Payee Positive Pay Services apply to Checks that are presented for payment to us through normal interbank clearings. They are not designed to compare your Issued Checks File against Checks that are presented in any other manner (e.g., at a teller window, through an automated teller machine, or by mail). At our sole discretion, we may attempt to compare your Issued Checks File with such Checks; however, we will not be liable for our failure or refusal to do so. We may pay stale-dated and post-dated Checks unless you timely submit a stop payment order or notice of postdating for such Checks.

d. Processing, Exception Checks File. As Eligible Checks (defined below) are presented to the Bank for payment, the Check number, date, and dollar amount, and, if Payee Positive Pay is selected in the Set Up Form, the Payee, will automatically be compared to information in the Issued Checks File. Customer acknowledges that the read rate for payee positive pay is influenced by the Customer’s check stock and printing methods. Customer may be required to adhere to formatting requirements provided by the Bank in order ensure accuracy. Customer agrees that the Bank will pay Eligible Checks that exactly match the ***Check Information*** in the Issued Checks File without further inspection. If the Check number, Check date or dollar amount (and payee name as applicable) of an Eligible Check does not exactly match the information in the Issued Checks File, that Check (each, an ***“Exception Check”***) will appear on an Exception Report made available by Bank for review by Customer. Customer must then decision each of the Exception Checks presented and provide an Instructions to Bank whether to pay or return such Exception Check. ***“Eligible Checks”*** are defined as those checks appearing on their face to be drafted on Customer’s Account and presented to the

Bank through in clearings and at one of the Bank's branches.

d. Decision of Exception Checks. Subject to System availability, Customer will receive notice to review for Exception Checks at the email address established by an Administrator or other Users as designated by Customer and as posted by Bank to the System. In the event of the delay or failure of the ability of the Bank to deliver notice of review for Exception Checks, Customer remains responsible for reviewing the information on the System and reconciling its own Account records on a daily basis. No later than Cut-Off Time on the same Business Day that Customer receives notification or information is posted regarding an Exception Check, Customer must use IBS, or other System made available by Bank, to make a decision whether to pay or return the Exception Check. Any Exception Checks not decided by the Cut-Off Time will be handled according to the default decision type listed on the Set Up Form.

If Bank receives timely notification from Customer to return an Exception Check, Bank will stamp the front of the check with the appropriate reason code and return the check unpaid through the banking system. Customer may be required to submit additional documentation regarding the suspect item (e.g. an Affidavit of Forgery). In the event that IBS is not operational, alternative modes of communication will be utilized, including another System.

e. Failure to use Services. Customer the Bank's Positive Pay Services are intended to be used to identify and return Items which Customer suspects, in good faith, are fraudulent. The Positive Pay services are not intended to be used as a substitute for Customers placing stop payment orders on Items which Customer does not wish to be paid and which are not suspected as being fraudulent. If the Bank suspects or concludes, in its sole discretion, that Customer is using the Positive Pay services in violation of this condition, the Bank may require Customer to provide evidence that items the Bank returns pursuant to its instructions were in fact fraudulent. The Bank will hold Customer liable for losses the bank sustains on Items returned under the Positive Pay services which are not established as fraudulent items.

2. *Customer Liability for Issued Checks File.* Customer represents, warrants and agrees that each

Issued Checks File constitutes Customer's statement that all Checks listed on the Issued Checks File are properly payable by Bank. By transmitting an Issued Checks File to Bank, Customer represents and warrants that all Eligible Checks that match the ***Check Information*** on the Issued Checks File or for which Bank receives an Instructions to pay (by the default selected or otherwise) constitutes Customer's acceptance of such Eligible Check as properly payable and Customer agrees that Bank exercises ordinary care whenever it pays such Check and Bank may charge the Authorized Account and shall have no liability in connection with such Eligible Check. Customer understands that Customer will be liable under this provision for Checks fraudulently listed on the Issued Check File, and for Checks that may not be detected under the procedures identified by this Agreement, such as Checks with forged signatures or altered payee names, and Customer agrees to accept such risk of liability. Customer hereby assumes sole responsibility for determining if Checks presented for payment from the enrolled Account(s) are authorized to be paid from such enrolled Account(s), however, the foregoing is not intended to relieve the Bank of its obligation to compare ***Check Information*** under Section 1 above.

3. *Over the Counter Check Cashing.* The Customer acknowledges and agrees that the Bank may follow its normal check cashing procedures for any Check which is presented for payment in cash over the counter and drawn on an enrolled Account; provided that a teller may, but is not obligated to, determine whether Customer has authorized a Check for payment using the Positive Pay Service. Customer further acknowledges and agrees that Bank has no obligation to cash over the counter any Presented Check that is an Exception Check, and the Bank's refusal to do so shall not be deemed the wrongful dishonor thereof.

4. *ACH Positive Pay/Blocks*

a. Description of Services. The ACH Positive Pay Service allows Customer to establish the criteria under which Automated Clearing House Transactions ("ACH Transactions") associated with Customer's Accounts (each, an "Enrolled Account") will be paid or rejected by Bank based upon the initial setup of Customer's configuration and as such criteria is changed by Customer from time to time. Any Administrator or, at the designation of the any Administrator, other Authorized Persons, will configure approval criteria for ACH

Transactions or as to ACH Transactions for approved senders (collectively, "*Approved Criteria*"). In the event an ACH Transaction which does not conform to Customer's Approval Criteria posts to Customer's Account (an "Exception Item"), Customer will receive a notice to review (including via email to any Administrator or Other User) and decision the ACH Transaction through IBS. Notice of Exception Items will be produced on the Business Day in which any Exception Items are received and otherwise be posted to the System. In the event of the delay or failure of the ability of the Bank to deliver notice of review for Exception Items, Customer remains responsible for reviewing the information on the System and reconciling its own Account records. Customer acknowledges and agrees that it is Customer's responsibility to access the System or the applicable Services in order to view ACH Transactions and information regarding activity in the System or an Account, and otherwise take appropriate action in reaction to any such Notice of an Exception Item and in compliance with the terms of the applicable Service. Customer's receipt or lack of receipt of any notice has no effect on the validity of ACH Transactions or information.

b. Customer Responsibilities. Customer is responsible for reviewing all ACH Transaction activity and for decisioning Exception Items by the Cut-Off Time each Business Day ("**Pay/Return Decision**"). Customer will be required to complete a Written Statement of Unauthorized Debit for each Exception Item Customer designates for return and non-payment. Customer's Account will be credited by the opening of the Business Day following the return. ACH Transactions for which the Customer is the ACH Originator (i.e., ACH Origination Offsets) may not be returned. In the event Customer does not communicate the Pay/Return Decision on an Exception Item in accordance with the Cut-Off Time, Bank shall pay or return the ACH Debit in accordance with Customer's Instructions. All ACH Debits paid by Bank shall be posted to Customer's designated Account. Customer agrees that the return of any ACH Debits posting to an Account shall not be deemed a wrongful dishonor.

c. ACH Block. An ACH Block permits Customer to place a block on an Account where Customer may not want ACH Transactions allowed. ACH Debit Entries received prior to the setup of the ACH Block service (including ACH Positive Pay) may be posted to Customer's deposit account(s) in accordance with the Operating Rules.

5. **Customer Information.** Customer understands and acknowledges that, in order for Bank to perform the Services hereunder, Customer must provide all information required by Bank, including without limitation, the Instructions, in a timely manner, and such information must be accurate and complete. In the event that any such information is not timely, accurate and/or complete, Bank may be unable to reject an ACH Debit Entry (as defined in the Operating Rules) in accordance with Customer's Instructions, and, in this event and notwithstanding anything to the contrary in the Agreement, Bank shall not be liable for its failure to return such ACH Debit Entry or ACH Credit Entry.

6. **Entries not Subject to Debit Protection Services.**

This Schedule in no way restricts Bank from charging the Enrolled Account for (i) the settlement activity related to the origination of ACH Credit Entries (as defined in the Operating Rules) authorized by Customer, (ii) any fees or other amounts owed by Customer to Bank or to a third party selected by Bank from time to time to provide specific services; or (iii) internal ACH Debit Entries originated through and by Bank.

7. **Limitation on Liability; Indemnification.**

In addition to the limits on Bank's liability as set forth in the Agreement, in no event shall Bank be liable for any Losses relating to paying a Check that was not properly payable, wrongful dishonor of a Check or Bank's or Customer's actions with respect to payment or return of any Check (under the UCC or otherwise) in accordance with the terms of this Schedule. Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the terms of the Agreement or Customer's Instructions. Customer expressly agrees that Customer's failure to timely direct Bank to return any Eligible Checks in accordance with the terms hereof will constitute acceptance by Customer of such Eligible Checks and each such Eligible Check will be properly charged against the Account on which it is drawn; the Bank shall have no liability in connection with such Eligible Checks. In addition to Customer's indemnification obligations in the Agreement, Customer agrees to indemnify and hold harmless the Bank against any and all Losses resulting directly or indirectly from: (a) claims or actions by third parties arising out of Customer's use of the Positive Pay Services, including any claim by a third party arising out of Bank's dishonor of Check as part

of performing the Positive Pay Services as directed by Customer, and (b) as a result of Bank's failure to honor any ACH Entry (as defined in the Operating Rules), including return or rejection of any ACH Debit Entry, to an Enrolled Account in accordance with Customer's Instructions.

Customer acknowledges that its failure to use services included in Schedule 6 above could substantially increase the likelihood of undetected fraudulent activity on Customer's Account(s) and that it is not unreasonable under the circumstances for the Bank to require Customer to use these services as appropriate upon request. Customer agrees that if it fails to implement these services following the Bank's request that it do so, Customer will be precluded from asserting any claim against the Bank for paying an unauthorized altered, counterfeit, or other fraudulent item that these services are designed to detect or deter, and the Bank will not be required to re-credit Customer's Account(s) or otherwise be liable to Customer for paying such item.

Third Party Suppliers – The Bank may use third Suppliers to provide some or all of the Services under the terms of this schedule. To the extent any Services in this Schedule are dependent on the Bank's ability to obtain or provide access to a third party network or distribution system and in addition to Banks limits on liability above, Customer agrees that if the network or system is not available for any reason, or in the event the Bank determines in its sole discretion that it is unable to continue providing third party network or system access, the Bank may discontinue the Services related to such networks or systems, or it may provide the Services through an alternative third party network or system. The Bank shall have no liability for any errors or the unavailability of any Supplier network or system used in providing the Services contemplated under this Schedule.

Schedule 7: SWEEP SERVICES

If Customer has elected to receive Sweep Services as set forth in this Schedule in more detail below (each, and collectively, referenced to as the "**Sweep Services**") Customer authorizes Bank and Bank agrees to automatically transfer money from one or more of Customer's Accounts designated in the Set up Form ("Sweep Account(s)") as follows: (i) using the Dynamic Business Sweep to sweep funds to a separate interest-

bearing account (the "**Deposit Account**") held by Customer with Bank; (ii) to and/or from a loan account maintained by Customer with Bank (the "**Loan Account**"); or (iii) for investment in a **Repurchase Agreement** (defined below) in accordance with the terms of this Agreement. If Customer has elected to receive, and Bank has agreed to provide, the Dynamic Business Sweep or the Repurchase Agreement Sweep Service, Customer has designated the balance it wants to maintain in Customer's Sweep Account(s) on the Set Up Form (the "**Target Balance**") and specific to the Repurchase Agreement Sweep Service on the Set Up Forms, the maximum daily investment amount (the "**Investment Amount**" which Investment Amount is subject to Bank's prior approval). Bank, without notice to Customer, shall have the right to increase or decrease the Target Balance and the Investment Amount without notice to Customer (including over IBS or other System), and, with the prior written consent of Bank and after completing new Set Up Forms, Customer may change the Target Balance and/or the Investment Amount. Any amount of Collected Funds in the Sweep Account that exceeds the Target Balance ("**Excess Funds**") shall automatically be earmarked for transfer. A Master Account under the terms of a ZBA relationship may be used as the Sweep Account. The Sweep Services described herein are provided by Bank to Customer solely as bona fide treasury management services. Bank does not undertake any fiduciary obligation to Customer with respect to Sweep Services. Bank's duties to act for Customer are solely mechanical and administrative in nature.

1. Loan Sweep

1. Applicability. The Loan Sweep may be available when customer maintains a Sweep Account at Bank and Bank also has extended a loan to Customer that is eligible for participation in the Loan Sweep Service. Following completion of the required Documentation and acceptance and approval of the Service by Bank, at the end of each Business Day, after giving effect to all debits and credits to the Sweep Account, there may remain in any or all Sweep Accounts a balance of Collected Funds that is either (a) less than the Target Balance or (b) in excess of Target Balance. Accordingly, Customer will desire to borrow and the Bank will desire to lend funds under the terms of the Loan Agreement ("**Loan Advance**") in an amount (which is the lesser of (i) the amount by which the Collected Funds balance is less than the Target

Balance or (ii) the amount which is available to be borrowed under the Loan each, the “**Loan Amount**”). There may be Excess Funds remaining in the Sweep Account(s) which Customer desires to remit to the Bank for application against the outstanding balance of the Loan (“**Repayment Transaction**”). Customer must select either of the Loan Sweep Service options on the Implementation Materials:

- (i) **One Way Sweep** – Loan Account to Sweep Account or Sweep Account to Loan Account, or
- (ii) **Two Way Sweep** – Loan Account to Sweep Account and Sweep Account to Loan Account.

If there are Excess Funds in the Sweep Account, Customer desires to remit to the Bank for application against the outstanding balance of the Loan (a “**Repayment Transaction**”). For purposes of this Service, the term “Transaction” shall mean either a Loan Advance Transaction or a Repayment Transaction, as applicable.

2. Initiation of Transactions.

- a. After the close of business of each Business Day, the Bank will determine (following the movement of an ZBA transactions) whether the amount of Collected Funds in the Sweep Account is less than or greater than the Target Balance.
- b. If the Bank determines that the amount of Collected Funds in the Sweep Account is less than the Target Balance, the Bank will initiate a Loan Advance Transaction, by charging the Loan in the Loan Amount and by crediting the Sweep Account in the Loan Amount, but only if all of the following are true: (i) Customer has not repaid or canceled the Loan; (ii) no default has occurred under the provisions of any Loan Agreement or this Agreement; (iii) no Act of Insolvency has occurred; (iv) the Bank has not made demand for payment under the Loan; (v) the Bank is not otherwise excused or prohibited under the provisions of any Credit Agreement or applicable law from making an advance to Customer; and (vi) there is available credit under the terms of the Loan.
- c. If the Bank determines that there are Excess Funds, the Bank will initiate a Repayment Transaction by debiting the Account and crediting the Loan in the lesser of: (i) the amount

of the Excess Funds; or (ii) the outstanding principal balance of the Loan.

- d. If Customer and the Bank have entered into any other agreement that authorizes the Bank to transfer any or all of the Excess Funds from the Account to another deposit or investment account, the provisions of this Agreement shall supersede the provisions of such other agreement.
- e. Customer hereby authorizes Bank to originate the Transactions as set forth above.

3. Incorporation. All Representations and Warranties that are included in any documentation of all previous Loan agreements between the Bank and Customer are hereby affirmed and remade by Customer upon each Loan Advance Transaction made under the terms of this Agreement. Customer agrees that all conditions precedent in the Loan Agreement must be satisfied prior to making any Loan Advance.

2. Dynamic Business Sweep

1. Definitions. For the purpose of this Dynamic Business Sweep Service, the terms have the following meaning:

- a. “**Dynamic Business Sweep**” – Product consists of two components, a Transaction DDA Account for check writing purposes, and an investment sweep account with an objective to provide a return on investment.
- b. “**Transaction DDA**” means a demand Account maintained at the Bank by Customer for check writing and other transaction oriented purposes.
- c. “**Investment Sweep Account**” means Customer balances in the Dynamic Business Sweep Program in excess of the Transaction DDA Target Balance, which have been swept from the Transaction DDA in accordance with Section 3 below.

2. Terms of Dynamic Business Sweep

- a. Authorization to establish Accounts. Upon completion of the Set Up Form and implementation by Bank, Customer authorizes the Bank to open an Investment Sweep Account for Customer.
- b. Authorization to process sweep Transactions.
 - i. Customer authorizes the Bank as its agent to debit or credit Customer’s

Transaction DDA for any debit or credit Transactions into or from the Transaction DDA in accordance with the terms of this Agreement and this Schedule. Should the Transaction DDA lack an Available Balance to cover presentments made, Customer authorizes the Bank to transfer funds from the Investment Sweep Account to cover such presentments.

- ii. Customer authorizes the Bank to invest balances in excess of Customer's Target Balance into the Investment Sweep Account. All such Transactions for the Investment Sweep Account shall be made in accordance with the sweep procedures described in sub-section 3 below.
- iii. Customer agrees that it will otherwise not have any access to the Investment Sweep Account.

3. Sweep Procedure. Customer authorizes the Bank to transfer funds between the Transaction DDA and the Investment Sweep Account as described below:

- a. Review of Account: The Bank shall review the balance of Collected Funds in the Transaction DDA after the Cut-Off Time each Business Day to calculate necessary transfers to or from the Transaction DDA.
- b. Collected Funds balance Above Target Balance: If, upon review of the Transaction DDA, the Bank determines that the Collected Funds in the Transaction DDA exceed the Target Balance, the Bank shall transfer from the Transaction DDA to the Investment Sweep Account, in minimum increments of one cent (\$.01), an amount of funds equal to the excess of the Transaction DDA Account balance over the Target Balance.
- c. Collected Funds balance Below Target Balance: If, upon review of the Transaction DDA, the Bank determines that the balance of Collected Funds is less than the Target Balance, the Bank shall transfer from the Investment Sweep Account, in minimum increments of one cent (\$.01), an amount of funds equal to the difference between the Transaction DDA balance and the Target Balance or the entire balance in Customer's Investment Sweep Account, whichever is less.

- d. Termination: Upon termination of the Service, all of the funds in the Investment Sweep Account will be transferred to the Transaction DDA.

4. FDIC Insurance. Funds in Customer's Transaction DDA and Investment Sweep Account are deposits insured by the FDIC up to the maximum amount permitted by law for funds held in transaction Accounts in the same ownership capacity.

3. Repurchase Sweep

- 1. Applicability.** This Repurchase Sweep Service (or, for purposes of this Section, the "**Services**") sets forth the terms and conditions on which the Bank ("**Seller**") will from time to time sweep funds from Customer's ("**Buyer's**") designated Sweep Account and use such funds to purchase securities owned by Seller ("**Securities**"), with a simultaneous agreement by Buyer to transfer to Seller such Securities on the next Business Day, against the transfer of funds by Seller to Buyer's account. For purposes of this Section, each such transaction shall be referred to herein as a "**Transaction**" and, unless otherwise agreed in writing, shall be governed by this Agreement. **The terms of this Agreement, together with this Schedule 7, supersede and replace any existing agreements between the parties containing terms and conditions for sweep repurchase transactions, including any "Master Repurchase Sweep Agreement" entered into by and between Buyer and Seller.**

2. Definitions.

- a. "**Confirmation**" has the meaning specified in Paragraph 3(c) hereof;
- b. "**Income**" means, with respect to any Security at any time, any principal thereof and all interest, dividends, or other distributions thereon;
- c. "**Price Differential**" means, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously

paid by Seller to Buyer with respect to such Transaction). The Pricing Rate is not necessarily related to the yield on the Purchased Securities;

- d. **"Pricing Rate"** means, the per annum percentage rate disclosed by the Seller from time to time on each Confirmation and is subject to change on a daily basis;
- e. **"Purchase Date"** means, each date on which Purchased Securities are to be transferred by Seller to Buyer;
- f. **"Purchase Price"** means on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer;
- g. **"Purchased Securities"** means, the Securities transferred by Seller to Buyer in a Transaction hereunder;
- h. **"Repurchase Agreement"** means an agreement whereby Buyer purchases undivided fractional ownership interests in Securities owned by Seller, and Seller agrees to repurchase such Securities at the Repurchase Price.
- i. **"Repurchase Date"** means, the date on which Seller is to repurchase the Purchased Securities from Buyer;
- j. **"Repurchase Price"** means, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction.

3. Sweep Procedures; Confirmation; Transaction Termination.

- a. Buyer authorizes and instructs Seller to initiate a Transaction after the Cut-Off Time each Business Day to purchase Securities with an aggregate Purchase Price equal to the sum of (i) the amount equal to the Excess Funds, plus (ii) the amount of any Price Differentials payable to Buyer but not otherwise included in such Collected Funds. The Repurchase Date for each Transaction shall be the next Business Day following the Purchase Date. Buyer authorizes Seller to transfer the Purchase Price for each Transaction from the Sweep Account as described above. Seller shall not be obligated to sell an interest in Securities to Buyer or otherwise sweep the Investment Amount on any Business Day, even if the balance in the Sweep Account contains Excess Fund and without notice to Customer, shall have the right to increase or decrease the Investment Amount that will be allowed to be invested in Securities.

- b. On the Purchase Date for each Transaction, the Purchased Securities shall be noted on the books of the Seller's Custodian as securities sold under an agreement to repurchase.
- c. Seller shall promptly deliver to Buyer a written confirmation of each Transaction (a **"Confirmation"**). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth: (i) the Purchase Date, (ii) the Purchase Price, (iii) the Investment Amount, (iv) the Repurchase Date, (iv) the Pricing Rate or Repurchase Price and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation will be delivered by United States Mail as directed by Customer in the Set Up Form; provided, that Bank may deliver the Confirmation electronically to any Administrator or by posting on the site for the Service. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.
- d. At the opening of business each Repurchase Date, all outstanding Transactions shall terminate and Seller shall repurchase all Purchased Securities. At that time, Seller shall pay Buyer, by credit to the Sweep Account, the Purchase Price of the Purchased Securities repurchased, which shall be the same as the Purchase Price paid under Paragraph 3(a).

4. Handling of Purchased Securities. The Purchased Securities in each Transaction will have a market value that equals or exceeds the Purchase Price and shall be held by Seller or maintained through an account at another institution under the control of Seller and will not be delivered out to Buyer.

5. Price Differential. On each Business Day, Seller will pay to Buyer, by credit to the Sweep Account or by inclusion in the Purchase Price for Transactions initiated that day, the aggregate amount of all accrued and unpaid Price Differentials for repurchases of Purchased Securities.

6. Income Payments. Seller shall be entitled to receive an amount equal to Income paid or distributed on or in respect of the Securities, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall receive a payment of Income upon repurchase of the Securities from Buyer paid to the Sweep Account.

7. Security Interest. Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

8. Payment and Transfer. Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be transferred on the book-entry system of a Federal Reserve Bank or other custodian appointed by Bank from time to time, or (ii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

9. Segregation of Purchased Securities. To the extent required by Applicable Laws, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to a Transaction. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary, custodian or a clearing corporation.

10. Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities. Seller is not to substitute other securities for those subject to this Agreement and therefore must keep Purchased Securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Purchased Securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Purchased Securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and

may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy any lien or to obtain substitute securities.

11. Intent. The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

12. Disclosure Relating to Certain Federal Protections.

The parties acknowledge that they have been advised that:

- a. in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("**SEC**") under Section 15 of the Securities Exchange Act of 1934 ("**1934 Act**"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("**SIPA**") do not protect the other party with respect to any Transaction hereunder;
- b. in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and
- c. **FDIC INSURANCE. Customer acknowledges that Bank is a bank with its deposits insured by the Federal Deposit Insurance Corporation ("**FDIC**").** Buyer acknowledges that the Transactions and Purchased Securities are:
 - Not FDIC Insured;
 - Not deposits of Seller; and
 - Subject to investment risks, including the possible loss of the principal amount invested.

In the event of the failure of the Bank or Bank closure, the availability of FDIC insurance will be determined

after giving effect to all sweeps scheduled to occur under this Agreement before the cut-off time established by the FDIC, which may be earlier than the Cut-Off Time specified in this Agreement. Any funds remaining in the Sweep Account after the FDIC's Cut-Off time will be deposits insured up to the maximum amount permitted by law for deposits in the same type of account and same ownership capacity. The Buyer will have a secured claim against the Seller for the value of any Purchased Securities that have not been repurchased by the Seller as of the FDIC's cut-off time. Buyer may become an unsecured creditor of Bank if the market value of the Securities purchased falls below the purchase price plus the amount of Income due to Buyer.

- d. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

3. Bank Discretion; Limitation on Liability. The authority granted to Buyer by Seller to perform any of the Sweep Services in this Schedule shall continue until the termination of the Agreement or this Schedule. The Seller may perform the Sweep Services each Business Day or at some other frequency selected by the Seller. Notwithstanding any terms in the Agreement to the contrary, the Seller shall not be liable for the Customer's loss of any interest income or payment of interest resulting from the Seller's failure or delay in (i) investing the Buyer's funds in a Repurchase Agreement, the Purchased Securities, interest bearing deposit account or other Sweep Service or (ii) repayment of any loans or extension of credit to Customer using a Sweep Service. The Seller shall not be obligated to sell an interest in Securities to the Buyer or otherwise sweep the amount of Collected Funds to another Sweep Service on any Business Day, even if the balance of Collected Funds in the Sweep Account or other Account exceeds the Target Balance.

4. Termination. In addition to the termination rights set forth in the Agreement, either party may terminate any or all of the Sweep Services under this Schedule immediately by either: (a) giving prior notice in writing to the other party, and (b) in the event of the unavailability

of any of the Sweep Services options described above, including Seller discontinuing offering any of the Sweep Services. Notice is effective upon receipt; *provided, however*, that the Seller shall have a reasonable amount of time to act on such notice.

Schedule 8: REMOTE CHECK PROCESSING

1. Background. Under the terms of this Schedule, Bank offers Customer the ability to remotely deposit checks to an Account, including through IBS, (or other online System as offered from time to time) the use of Scanner Equipment, (defined below) or through a Mobile App (collectively, the **"Remote Deposit Services"** or **"Services"**) or through the use and delivery of an X9.37 file. Bank will notify Customer if and when the Remote Deposit Services become available for use.

2. Customer Obligations. Customer represents and warrants that with respect to each Check processed by Customer hereunder and the corresponding Electronic Item: (i) the Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Electronic Item; (ii) the Electronic Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and (iii) the Electronic Items are submitted with all transfer and presentment warranties made under Applicable Laws and the Account Agreement.

3. Definitions. For purposes of this Schedule, the terms below are defined as follows:

a. "Authorized Equipment" means equipment that has been approved by Bank for use with the Software and Service to scan Checks for deposit, and which may include a Mobile Device.

b. "Check" means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, U.S. Treasury Checks, money orders and travelers cheques, and payable or endorsed to Customer, and specifically does not include any Ineligible Items. Note: Bank processing of items that do not meet this definition

shall not constitute a waiver by Bank or obligate it to process nonconforming items in the future. Bank may discontinue processing of nonconforming items at any time, without cause or prior notice.

c. **“Electronic Item”** means a digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item (such as items processable through the automated clearinghouse (ACH) system) approved by Bank for processing through the Services. Bank reserves the right to review and approve any Electronic Items that are designed in the future.

d. **“Image Exchange Item”** means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

e. **Ineligible Items:** means each of: Checks that are not payable to you or third party checks (checks not payable to the legal business name and/or trade name for the business checking account where the funds are being deposited); Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; U.S. savings bonds and other non-check items, Items drawn on banks outside the U.S., Items drawn in a foreign currency, paper draft without MICR printing, remotely created checks, Checks drawn against a line of credit; and substitute checks.

f. **“Payor Financial Institution”** means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

g. **“Regulation CC”** means 12 C.F.R. Part 229, as it may be amended from time to time.

h. **Scanner Equipment** means the scanner identified in the Documentation for use with the **Services**.

i. **“Substitute Check”** means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

j. **“United States Financial Institution”** means (i) a bank chartered by any state government located in the United States or under the National Bank Act any person; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury or the U.S. Postal Service.

4. SERVICE TERMS AND CONDITIONS

1. Bank’s Responsibilities.

- a. As part of the Services, Bank will accept for deposit to the designated Account those Electronic Items that are transmitted to Bank in compliance with this Agreement and this Service Schedule. Electronic Items shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the specifications set forth in the Documentation. If the Electronic Items are not complete, are not useable, or do not adhere to such specifications, the images may not be processed by Bank, in which event Customer's deposit will be adjusted and notification will be provided. Customer agrees that the Bank may limit the dollar amount or number of Electronic Items that may be deposited on any day or a monthly basis, and that such limits may differ depending on the Authorized Equipment used by Customer.
- b. For all Electronic Items processed by Bank for Customer pursuant to the Services, Bank may act as the reconverting bank, converting digitized images of Electronic Items into Substitute Checks and presenting the Substitute Checks to established endpoints for payment.
- c. Bank will provide Customer an e-mail notification of Customer's transmission of Electronic Items as outlined in the Documentation; provided, that Bank shall have no liability for any failure or delay in providing such notification.
- d. Customer's Electronic Items will be processed after Bank has received Customer's transmission of the Electronic Items and verified that the specifications are met as required above. Unless Bank notifies Customer otherwise, Bank will provide same day credit to the Account for all Electronic Items transmitted by Customer and received by Bank in accordance with the requirements of this Agreement and the Documentation, and prior to the Cut-Off Time established by Bank; which may be modified by Bank from time to time.
- e. If a Payor Financial Institution returns an Electronic Item to Bank, Bank will charge the Account for the amount such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Electronic Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties.

If a Payor Financial Institution or other third party makes a claim against Bank or seeks a re-credit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

- f. Bank may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if Bank has reason to believe that there has been a breach in the security of the Services, fraud involving Customer's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. Bank reserves the right at any time to process Electronic Items on a collection basis.

2. Customer Responsibilities.

- a. Customer is solely responsible for the quality, completeness, accuracy, validity and integrity of the image. Customer is solely responsible if Customer, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to Bank or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to Bank.
- b. Customer will implement Security Procedures so that no individual will be allowed to initiate electronic transmissions or submit Electronic Items using the Services without proper authorization, supervision, and safeguards, and agrees to take all reasonable steps to maintain the confidentiality of the Security Procedures and any related security features.
- c. Customer may use only Authorized Equipment in connection with the Software. Unless otherwise provided in an addendum to this Agreement or in a separate agreement, Customer, and not Bank, shall be responsible for ordering, obtaining and maintaining all Authorized Equipment.
- d. Customer will use the Authorized Equipment and the Services, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all Security Procedures described in the Documentation, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Services. Customer will be responsible for cost of equipment and/or replacement of such, if

authorized equipment is damaged due to negligence on their part.

- e. Customer will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check, corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such person will be asked to make payment based on an item that it already has paid.
- f. Customer will retain each Check for a reasonable period of time, but in no event fewer than 30 days after such Check has been digitized and processed. Customer will store the Checks in a secure container located in an area that restricts the possibility that the non-public information contained in the Checks can be accessed by unauthorized persons, or that the Checks could be accidentally reprocessed and deposited at a future date. Customer will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Subsequent to the aforementioned retention period, but no later than 60 days after processing, it is the responsibility of Customer to destroy the original Checks in a manner that will prevent the disclosure of the non-public information (e.g., Account numbers) contained in the Checks and prevent redeposit.
- g. In the event of lost, mistaken, incomplete or unusable Electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate fully with Bank in providing information, including access to such records.
- h. In the event that communication, equipment or software outages prevent Customer from electronically transmitting Electronic Items to Bank, whether or not the fault of Customer, Bank, or a third party, the Customer will physically transport Checks and deposits to the closest office of Bank and make such deposits until such time that the outage can be identified and resolved. Customer agrees to bear all of its expenses associated with this contingency plan.

- i. Upon request, Customer will grant Bank the opportunity to conduct audits of Customer's compliance with this agreement. Such audits may include, when appropriate, onsite evaluations of Customer's physical and information security controls. In the event Customer security controls do not meet commercially reasonable standards, Bank reserves the right to provide notice to Customer immediately terminating the Service.
 - j. If a file contains items ineligible for the service, the Bank will reject those items, i.e.: illegible checks, foreign checks, items previously converted to Substitute Checks, unreadable MICR, etc. The Bank will notify Customer of any such exception items when they occur.
- 3. Requirements:** Each Check image must provide all information on the front and back of the original Check at the time presented to Customer by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- 4. Endorsements and Procedures:** Customer agrees to restrictively endorse any items transmitted through the Service as "For Remote Deposit Only to *"Insert Bank Name"*" or "For Mobile Deposit Only" or as otherwise instructed by Bank. If Customer does not endorse deposits as requested, Customer's item may be rejected. If Customer's deposit is rejected Customer will not be able to resubmit the deposit via Remote Deposit and must deposit it at a branch location. Customer agrees to follow any and all other procedures and Instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by Customer will be Customer's responsibility. The Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.

5. Receipt of Deposit: All images processed for deposit through Mobile Deposit will be treated as "deposits" under Customer's current Deposit Account Agreement and Disclosure with us and will be subject to all terms of the Deposit Account Agreement and Disclosure. When we receive an image, we will confirm receipt via email to Customer. We shall not be deemed to have received the Electronic Item for deposit until we have confirmed receipt to Customer by email. Confirmation does not mean that the image contains no errors. Bank is not responsible for any image that Bank does not receive. Following receipt, Bank may process the image by preparing a Substitute Check or clearing the item as an image. Bank reserves the right, at Bank's sole and absolute discretion, to reject any Electronic Item for remote deposit into Customer's Account. Customer should check the status of Customer's items within Online Banking.

6. Original Checks: After Customer receives confirmation that Bank has received an image, Customer must securely store the original Check for 30 days after transmission to us and make the original Check accessible to us at Bank's request. Upon our request from time to time, Customer will deliver to us within 3 business days, at Customer's expense, the requested original Check in Customer's possession. If not provided in a timely manner, such amount will be reversed from Customer's Account. Within 60 days of deposit, Customer must destroy the original Check **by destroying it by cross-cut shredding or another commercially acceptable means of destruction.** After destruction of an original Check, the image will be the sole evidence of the original Check. Customer agrees that Customer will never re-present the original Check. Customer understands that Customer is responsible if anyone is asked to make a payment based on an original Check that has already been paid.

7. Limitation on Liability; Indemnification.

In addition to other limitations on Bank's liability in the Agreement, in no event shall Bank be liable for (i) any data that is lost or destroyed in connection with the use of the Services, Software or transmitting a File, Checks or Electronic Images to Bank, (ii) the Customer's inability to use the Services, Software or transmit a File to Bank due to a mechanical failure of the Customer's hard drives,

personal computers, servers or other systems or hardware, (iii) the Customer's inability to communicate with Bank via the Internet resulting from a problem with an Internet Service Provider or Online Service Provider or otherwise or any files or transmissions not received by Bank, or (iv) unknown hazards of Internet use, including, but not limited to interception of any information relating to the Customer or its Transactions. Bank recommends that the Customer have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. Customer acknowledges that in addition to any other damages Bank may be entitled to collect from Customer under the Agreement this Schedule or Applicable Laws, Bank will be entitled to consequential damages for Customer's breach of its obligations set out in the Customer Obligations section of this Schedule, including Customer's obligation to securely safe keep and subsequently destroy the Checks which Customer deposits through the Service. Bank strongly recommends that the Customer take the necessary measures to ensure that the Customer performs daily back-ups of data used in connection with the Services. In addition to its indemnification obligations elsewhere in the Agreement, Customer agrees to indemnify and hold Bank harmless from and against any and all Losses relating to or arising in connection with Bank accepting and/or processing for deposit any Check based on electronic Images and MICR Data in File received by Bank, including, without limitation any missing or improper endorsement or endorsement by Bank of any such Check or Substitute Check as contemplated by this Agreement, any Losses due to an accepted Check having previously been paid or any check or item not properly payable to Customer; provided, however, that Customer shall not be obligated to indemnify Bank for claims, losses or damages attributable to Bank's gross negligence or willful misconduct. This indemnity will survive the termination of the Agreement.

8. Representation and Warranties.

BANK DOES NOT WARRANT THAT THE USE OF THE SERVICES, SCANNER PRODUCT OR MOBILE APP WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER EXPRESSLY AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION AGAINST BANK OR ANY PROCESSOR, AND BANK SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER, FOR ANY BREACH BY ANY MANUFACTURER OF ANY MANUFACTURER'S WARRANTY AVAILABLE FOR THE SCANNER EQUIPMENT OR MOBILE APP.

9. Returned Deposits

Any credit to Customer's Account for Checks deposited using Mobile Deposit is provisional. If original Checks deposited through Mobile Deposit are dishonored, rejected, returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, Customer agrees that an original Check will not be returned to Customer and that we may charge back the amount of the original Check and provide Customer with an image of the original Check, a paper reproduction of the original Check, or a Substitute Check. Customer will reimburse Bank for all Losses caused by, or relating to, the processing of the returned item. Without Bank's approval, Customer shall not attempt to deposit or otherwise negotiate an original Check if it has been charged back to Customer. Bank may debit any of Customer's Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. **Unless otherwise agreed in writing by Bank and Customer, Bank will process any returned Electronic Items as described in Section 229.31 of Regulation CC.**

10. Funds Availability

Funds from using the Services are not available for immediate withdrawal and are subject to the Bank's Funds Availability Policy. Electronic Items are considered deposited with Bank after they have been received and processed pursuant to the terms of these Remote Deposit Services.

11. Holds on Deposits. In addition to any other rights Bank may have with respect to Customer's Accounts, Bank may hold and use funds in any Customer Account following termination of the Agreement and these Services for such time as Bank reasonably determines that any Electronic Item processed by Bank prior to termination may be returned, charged back or otherwise cause Losses or other action for which Bank may be responsible. Without limitation of the foregoing, Customer acknowledges that under Regulation CC, the UCC, and the Rules of any Network that the Image Exchange Items and Substitute Checks may expose the Bank to claims for several years following the processing of an Image Exchange Item or Substitute Check.

Schedule 9: LOCKBOX SERVICES

1. **Services.** Following execution of the appropriate Set Up Form accepted by Bank and implementation of the Services by Bank, Customer shall instruct those of its clients whom Customer desires to use the Services to forward Checks, drafts, money orders, and other negotiable instruments, remittances, including invoices and instruments for the payment of money (collectively, "**Remittances**"), to a post office box or other lockbox established and maintained by Bank for Customer (a "**Lockbox**"). Customer shall instruct such clients not to forward cash or other items of intrinsic value to the Lockbox, and as between Customer and the Bank, Customer assumes full responsibility for all cash and other items of intrinsic value forwarded to the Lockbox.

2. **Access to the Lockbox.** The Bank shall have sole access to the Lockbox and shall, on each day that both the Bank and U.S. Postal Service are open for business to conduct substantially all of their usual business, collect mail (including Remittances) from the Lockbox. Unless otherwise notified in writing by Customer as stated below, the Bank shall process all Remittances received in the Lockbox for deposit to an Account of Customer which designates as payee(s) any name or names which appear on the Lockbox Implementation Questionnaire (or such other Set Up Form that Bank may provide Customer from time to time) completed between the Bank and Customer or which, in the Bank's sole judgment and discretion, appropriately resemble such names. The Bank shall return cash remittances to Customer's Account at the Bank that is stated on the Lockbox Implementation Questionnaire and forward other items of intrinsic value received in the Lockbox to Customer; provided, that Bank shall have no liability for any items of intrinsic value that Customer or any of Customer's clients claim have been sent to or received in the Lockbox. The Bank shall also forward at Customer's expense, in accordance with Customer's written notification, items specifically described in the Lockbox Implementation Questionnaire which are received in the Lockbox and which Customer does not wish to have processed, provided, however, that in no event shall Bank be liable to Customer or any third party for Losses resulting from its failure to honor Instructions enclosed with or appearing on an item asserting, in substance, that such item represents payment of a specific part or all of an obligation, or which states that it corresponds to any particular invoice or like document not enclosed with the item.

3. **No Examination of Items.** Bank will not be responsible for examining an Item to determine whether the item includes a notation such as "paid in full", "payment in full", "without recourse" or any similar statements or other instructive endorsements. Bank shall process and forward for presentment all Remittances received in the Lockbox other than those forwarded to Customer pursuant to Section 2 above or otherwise excluded from the terms of this Agreement; provided that Bank may remove from processing and forward to Customer any such Remittance which includes notations as indicated above (or similar notations or directions on such Remittance). The Remittances, which are processed and forwarded for presentment by Bank, are referred to hereinafter as "Items of Payment". In the event that an invoice does not accompany an Item the Bank shall forward the Item to the Customer.

4. **Endorsement.** Bank shall endorse all Items of Payment as follows, or in such form as the Bank may deem necessary to perform this Service:

>Bank of First Deposit Routing Number<
CREDIT TO WITHIN NAMED PAYEE
ABSENCE OF ENDORSEMENT GUARANTEED
>Bank of First Deposit Routing Number<

5. **Deposit to Customer's Account.** All Items of Payment shall be credited to the Account in accordance with Bank's funds availability schedule then in effect, a copy of which has been provided to Customer. An Item of Payment shall not be deemed to have been received or deposited with Bank until it has been removed from the Lockbox and processed pursuant to Bank's current processing procedures ("**Procedures**"). Notwithstanding anything herein to the contrary, in the event that any Item of Payment credited to the Account is returned unpaid to Bank, or is dishonored by Bank upon which it is drawn, Bank will debit the Account for the entire amount credited to the Account in respect of such Item of Payment together with any applicable service charge. Items of Payment returned unpaid will not be re-deposited and will be forwarded to Customer and the applicable service charge will be imposed, unless otherwise instructed in writing by Customer. Customer's relationship to the Bank as a depositor will commence only when Items are credited to Customer's Account. Prior to such time, Bank will be a bailee as to the Items in Bank's possession.

6. Instructions. Bank shall use due and ordinary care to follow Customer's Instructions as reflected in the Lockbox Implementation Questionnaire, or any amendment thereto, with respect to the processing and forwarding of copies of Items, invoices, correspondence, envelopes, advices and item listings. In order to become effective, Customer's written Instructions intended to alter information made part of the Lockbox Implementation Questionnaire must (i) be received by Bank in writing pursuant to the notice provisions herein, (ii) make specific reference to the Lockbox Implementation Questionnaire, and (iii) give Bank a reasonable period of time to act thereon.

7. Online Images. If Customer wants to include in the Services the ability to view over the internet (including over IBS or other System) items and related invoices that have been received at the Lockbox and a report of exception items and instruct Bank over the internet to accept or reject exception items, then Customer will elect Image Lockbox on the Lockbox Implementation Questionnaire and the Services will include Image Lockbox.

8. Copies of Documentation. All Items forwarded to Customer by Bank for any reason whatsoever shall be directed to Customer's designated address as provided to Bank. Bank will maintain a copy of Remittances for a period designated by Customer on the Lockbox Implementation Questionnaire. Bank shall endeavor upon receipt of Customer's written request and payment of Bank's costs and expenses, to make available to Customer such microfilm or microfiche records or reproductions thereof. Bank shall not be responsible for any inability to provide Customer such records for any reason.

9. Limitations of Liability; Indemnity. In addition to the terms elsewhere in the Agreement limiting Bank's liability, the Bank shall not incur any liability whatsoever for or in connection with any cash or other property (collectively, "**Property**") received in any Lockbox, and Customer agrees to indemnify and hold the Bank harmless from and against any Losses relating to the receipt or alleged receipt by Bank of any such Property. Bank shall have no liability for mail not bearing the complete address designated by Bank to Customer.

10. Termination. In the event of termination in accordance with the applicable provisions of this agreement, Customer shall notify Customer's clients to discontinue use of the Lockbox, and Bank shall forward to Customer, at Customer's expense, all unprocessed Remittances, items, related invoices and correspondence received or in possession of Bank following termination. The PO Box may not be assigned to Customer. Any mail received in the Lockbox addressed to Customer after the termination date will be sent to the address specified by Customer for a period of 60 days after the termination date. Customer agrees to pay Bank's fees and charges for forwarding any mail. Thereafter the obligations of Bank pursuant hereto shall terminate.

Schedule 10 : ZERO BALANCE ACCOUNTING ("ZBA") SERVICES

Each Affiliate joined to this Agreement as a Customer hereby designates the Customer identified as "Customer" in this Agreement as its agent (in such capacity, such Customer shall also be referred to in this Schedule as the "*Agent*") to undertake the actions, duties and responsibilities of Agent under this Schedule. This Schedule will govern the Multiple Entity Zero Balance Account Services described below (the "*ZBA Services*").

1. ZBA Relationships. In connection with the ZBA Services, the Agent may establish one or more Zero Balance Accounting relationships (each, a "*ZBA Relationship*") between the Accounts of one or more of the Customers (which may include interest-bearing Accounts if permitted by Bank), as further described in the schedule for the ZBA Services. Each ZBA Relationship shall consist of a single master Account maintained with the Bank in the name and tax identification number of a Customer (such Account, the "*Master Account*", and the designated owner thereof, the "*Master Account Customer*" for the related ZBA Relationship) and one or more sub Accounts maintained by any Customer (which may include the Master Account Customer) with the Bank in the name and tax identification number of such Customer (each such sub Account, a "*Child Account*", and the designated owner of each Child Account, a "*ZBA Customer*" for the related ZBA Relationship). Each ZBA Customer for a ZBA Relationship hereby grants the Master Account Customer for such ZBA Relationship the unconditional and irrevocable authority to (i) add to

such ZBA Relationship new Child Accounts in the name of and under the tax identification number of any other Customer and (ii) remove any existing Child Account from such ZBA Relationship. Only the Agent may establish a new ZBA Relationship. Only the Agent, on behalf of the related Master Account Customer and ZBA Customer(s), or the related Master Account Customer, on behalf of the related ZBA Customer(s), may modify an existing ZBA Relationship, including establishing and modifying the amount of the Target Balance (as defined below).

2. ZBA Services. At the close of each Business Day following the day on which the ZBA Services commence, (i) if the balance in any Child Account exceeds the Target Balance (i.e., the balance that the Customer wants to maintain in the Child Account at the end of each Business Day), then the Bank will transfer the amount of the balance in excess of the Target Balance from such Child Account to the related Master Account, and (ii) if the balance in any Child Account is less than the Target Balance, then the Bank will transfer funds from the related Master Account to such Child Account in an amount which will increase the balance in such Child Account to the Target Balance. Each Customer agrees that each transfer of funds described in the foregoing sentence from a Child Account or Master Account shall constitute an authorized funds transfer by the related ZBA Customer or Master Account Customer owning such Child Account or Master Account, respectively. Each Customer acknowledges and agrees that the Bank shall have no obligation or responsibility regarding the application or use of any funds transferred in accordance with the terms of this Schedule.

3. Representations and Warranties. Each Customer (including the Agent) hereby represents and warrants to Bank that the transfer of funds described herein, and the commingling of funds resulting therefrom, does not violate any law or regulation applicable to the Agent, such Customer or the funds in the Master Account(s) and Child Account(s). Bank, in providing the ZBA Services, is acting and relying upon the foregoing representations and warranties, and the Customers agree that the Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct.

4. Indemnity, Covenant Not to Sue. In addition to the other indemnities set forth in this Agreement, with

respect to each ZBA Relationship, the Agent, the related Master Account Customer and the related ZBA Customer(s) each agree, jointly and severally, to indemnify the Bank for any and all overdrafts in the related Master Account or other liabilities incurred by the Bank, resulting from any transfers from such Master Account to the related Child Account(s) as described in this Schedule. Each Customer and the Agent covenant with the Bank that neither will sue the Bank in connection with any disputes between themselves or amongst any of the Customers in connection with the ZBA Services or this Schedule. The provisions of this Section will survive termination of the Agreement.

5. Termination. Any ZBA Relationship may be terminated by the Agent or Bank at any time by providing 10 days' prior written notice of termination to the other parties. The Bank may immediately terminate the ZBA Services or any ZBA Relationship upon written notice to the Agent (including email or other electronic notice) (i) upon the occurrence of an overdraft in the related Master Account, after giving effect to any transfer required hereunder from such Master Account to any related Child Account after notice and a reasonable opportunity to cure, or (ii) as otherwise provided in this Agreement.

6. Guaranty by Agent. To induce the Bank to provide the ZBA Services to the Customers, the Agent absolutely, irrevocably and unconditionally guaranty to the Bank the full and prompt performance and payment when due (by acceleration or otherwise), of all obligations, agreements, covenants, liabilities, expenses, representations and warranties of any Customer to Bank, whether now existing or hereafter arising, under or in connection with this Schedule (collectively, the "Obligations"). The liability of the Agent under this guaranty shall be absolute and unconditional irrespective of any lack of genuineness, validity, legality or enforceability of any document, agreement or instrument relating thereto or any assignment or transfer thereof. This is a continuing guaranty and shall remain in full force and effect and be binding upon the Agent and its successors and permitted assigns, if any. This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Obligations of any Customer, or any part thereof, is, upon the insolvency, bankruptcy or reorganization of such Customer or otherwise pursuant to applicable law, rescinded or reduced in amount or

must otherwise be restored or returned by Bank, all as though such payment or performance had not been made. Agent authorizes Bank, without notice or demand and without affecting the Agent's liability hereunder, from time to time to renew, extend, accelerate, compromise, settle, restructure, refinance, refund or otherwise change the amount and time for payment or performance of the Obligations, or otherwise change the terms of the Obligations or any part thereof. The obligations of the Agent hereunder are those of a primary obligor, and not merely a surety, and are independent of the Obligations. Agent unconditionally waives any right to require the Bank to (a) proceed against any Customer or any other obligor in respect of the Obligations provided the Bank has first given notice of default to the Customer and the Agent and the Customer has failed to cure such default within two (2) days of the date of such notice; (b) proceed against or exhaust any security held directly or indirectly on account of the Obligations; or (c) pursue any other remedy in the Bank's powers whatsoever. Agent hereby waives (i) notice of acceptance of this guaranty and of any extension of any loan or other financial accommodation by Bank to any Customer; (ii) presentment and demand for payment of any of the Obligations; (iii) protest and notice of dishonor or default to the Agent or to any other party with respect to any of the Obligations; and (iv) all other notices to which Agent might otherwise be entitled. Agent agrees to pay all reasonable attorneys' fees and charges, the reasonable allocated cost of internal legal services, and all other reasonable costs and expenses which may be incurred by the Bank in the enforcement of this guaranty.

7. General Provisions. Each Customer hereby authorizes the Agent to request and consent to any waiver or assignment hereunder for and on behalf of such Customer. Agent and each Customer agree to advise Bank promptly of any consolidation, merger, sale or conveyance of Agent or such Customer or any principal part of its assets, or the sale or conveyance of any controlling interest in Agent or such Customer to the extent Agent or such Customer is no longer affiliated with Agent and the remaining Customers (either by common ownership or control), and upon any such occurrence, Bank shall have the right to immediately terminate this Schedule and the ZBA Services with respect to such Customer upon receipt of such notice. In addition to the amendment provision in Schedule 1 of

the Agreement, it is agreed that this Schedule may be amended in writing signed by Bank and Agent. In addition, Agent may, on behalf of all Customers, add additional Customers to the ZBA Services (each, a "New Customer") via an amendment, in a form and substance acceptable to Bank, binding each such New Customer hereto, and to otherwise act for and on behalf of each Customer as described in this Schedule.

Schedule 11: Currency Vault Services.

These Currency Vault Service terms set forth how Customer may place orders with Bank for United States coin and currency ("**Cash Orders**") and deliver coin and currency for deposit with Bank ("**Deposits**"), and contract with a third party to maintain a smart safe for to hold deposits and Cash Orders, each as described further below (collectively, the "**Services**").

Armored Deposit Services. Armored Deposit Services allow customers to make deposits of US currency & coin (collectively, "Currency") to Customer's Account(s) by delivery to one or more designated cash vault locations approved by the Bank (each, a "Vault").

Implementation of Services. Customer must separately contract with an approved third-party armored courier ("Courier") to deliver deposits consisting of coin and currency to Bank's cash vault from Customer's designated locations which are approved through to Set Up Forms (each, a "Location"). Bank reserves the right to approve all Customer Locations. The courier acts as the Customer's legal agent; and Vendor, and is not a Supplier of Bank.

Submitting Deposits. Customer will provide any deposits in tamper proof bags. Bank assumes no liability arising from the pick-up and delivery of these bags by the Courier. Except for deposits made in a Smart Safe (defined below) upon pick-up by the Courier the contents within the deposit bag remain the property of the Customer and are not considered Deposits until received at a Vault. Customer agrees that all Currency that is in the possession of the Courier legally remains in the Customer's possession until it is physically released to and accepted by one of the Bank's Vaults.

Credit to Customer's Account. Customer will work with its Courier to resolve any discrepancy between what Customer believes it delivered to the Courier and what was accepted by the Bank. Credit to Customer's

Account will not be provided prior to verification of Deposits. The Courier will verify funds provided in the deposit bag and will be capable of providing electronic information regarding the amount of Currency deposited. This information will be provided to Bank by the Courier. Customer agrees that any discrepancy between Customer's records and the Bank's records is waived and the Bank is released from liability for the discrepancy unless the claim is made by Customer within thirty (30) days of the date of the disputed Deposit. Bank agrees to credit Customer's banking Account upon receipt of electronic information from the Courier. Amounts received prior to the Bank's cutoff will be credited same day. Amounts received after cutoff or on a non-Business day will be credited on the next Business Day.

Verification of Deposits. Bank's acceptance of a Deposit constitutes signing for a declared amount; therefore, the Deposit will not be processed until the contents have been verified. Bank's findings with respect to the contents of the Deposit shall be conclusive and binding. Furthermore, to the extent there is a conflict between the Bank's records regarding the Deposit and verified amount and the Customer's records regarding the Deposit and declared amount, the Bank's records shall control. Customer acknowledges and agrees that any credits to the Account based on the declared amount of the Deposit are provisional until verified by Bank. Bank will notify Customer if there is a discrepancy between the declared amount and the verified amount. The Account will be adjusted accordingly (up or down as the circumstances require) by Bank. Bank reserves the right to refuse to provide provisional credit for any Deposits at its reasonable discretion. Until Bank acknowledges acceptance of a Deposit by signing Carrier's receipt book, Bank incurs no liability for loss of any Deposit Bag or other pouches or bags that are delivered. Bank shall not be liable to Customer as an insurer of such property.

Change Order Delivery. Change Order Services allow Customer to order Currency for pick-up by a Courier at a Vault (a "Change Order") to deliver to one of Customer's locations.

Ordering Currency. Customer will use an approved third-party Change Order system ("Change Order System"), established and maintained by Loomis or some other Courier, to place Change Orders with Bank. Customer agrees to the responsibilities contained in this

Agreement with respect to the Change Order System and Bank may act and rely upon any Instruction received over the Change Order System that is apparently originated by Customer. All Orders must be submitted by the designated Cut-off time for delivery on the next Business Day. This information will be provided to Bank from the Courier. Any Order is subject to approval by Bank dependent on funds available in Customer's Account at the time of request. When the Courier or other third-party Servicer communicates a Change Order to Bank, Bank then agrees to debit Customer's Account for the amount of the Change Order.

Upon receipt of Customer's Change Order request, Bank will physically count and bundle the Currency ordered by Customer and make the Change Order available to the Courier or any person the Courier has certified is authorized to act on its behalf for delivery to Customer's designated Location. Bank shall not be liable for any loss resulting from any fraud or misrepresentation with respect to any person's purported authority to act on behalf of Customer or Courier. A signed receipt or scan of the shipping manifest by the Courier or its representative at the Vault will serve as acknowledgement of their acceptance of the Change Order on Customer's behalf, which receipt shall, in each instance, be conclusive evidence of the amount received by the Courier or its representative and a complete discharge of Bank as to the amount delivered or said to be delivered by Bank to the Courier or its representatives, without regard to whether the Courier or its representative makes actual physical delivery of the Change Order to Customer

Discrepancies; Reliance on Courier. Customer must promptly notify Bank of any discrepancies in the Change Order, missing Change Orders or other problems with the Change Order, within one (1) Business Day after receipt of the Change Order (or date on which such Change Order was to be received), and provide documentation to support any such discrepancy as requested by Bank. Customer agrees that, absent manifest error, Bank's count of the Change Order is final and conclusive. In the event that Bank duplicates a Change Order, it is Customer's responsibility to refuse delivery of the duplicate Change Order. If delivery of a duplicate Change Order is accepted, Customer assumes all liability for the protection of the funds in the duplicate Cash Order until such time as said funds are returned to Bank for credit. Bank assumes no liability

whatsoever in connection with the loss of any duplicated Change Order. Bank assumes no liability for actions of the Courier. Any disputes arising from the Courier's actions will be handed directly between Customer and the Courier. In the event an error occurs regarding the amount of cash withdrawn and Bank reports the misstated amount on Customer's Account, Bank will subsequently adjust the balance to reflect the true amount which was withdrawn.

Smart Safe (SafePoint).

The SafePoint service allows Customer to receive provisional credit for Currency placed in a validated safe (provided by Customer's Courier) (a "**Smart Safe**" or "**Safe**") installed at Customer's specified Locations to facilitate the deposit of Currency into Customer's Accounts with Bank (each, a "**Deposit**").

Courier Contract. Customer will lease an approved Safe from Loomis or other Courier approved by Bank. Customer must enter into a contract with Loomis or other approved Courier is fully responsible for: The acquisition by lease or purchase of the Safe; Delivery of Currency in the Safe to Bank's cash vault; The installation and servicing of the Safe and any necessary building modifications or enhancements; Any subsequent removal of the Safe; Registering the Safe's Location with Bank; Preparing Deposits to the Safe; and Maintaining insurance coverage for the Safe and its contents.

Bank assumes no liability arising from the purchase, installation or maintenance of the Safe by Customer and Bank assumes no liability for the Customer's relationship with Loomis or other Courier who maintains the Safe or delivers Safe contents to Bank's Vault.

Deposits into Smart Safe. Customer shall place Currency into the Vault to be held in a secure segregated cassette to hold for further credit and deposit into Customer's Accounts at Bank (the "Deposit Cassette"). Customer understands and agrees that Customer will not have any access to the Deposit Cassette in the Safe that is installed at the Location. Loomis (including its successors and assigns, "Loomis"), or a Courier retained by Loomis, shall have the only access to the Currency placed into the Deposit Cassette of each Safe. Customer

acknowledges and agrees that the amount of the Deposit shall not be considered final unless and until the amount of Currency is received by Bank and reconciled as set forth below. Customer shall indicate to Bank on the Set Up Forms those Locations that will use the Services, either the receipt of Currency or the site of a Safe, and agrees to provide Bank with no less than thirty (30) days prior written notice of any addition, change or removal of a Location. Customer acknowledges and agrees that Courier will include the address of each of Customer's Locations using the Services in the Safe File Totals (defined below).

Information from Safes, Deposit Schedule. The Safe will be capable of providing electronic information regarding the amount of Currency deposited and will confirm the amount of currency contained within in a file sent to Bank at the end of each Business Day (the "Safe File Total"). Such Currency amounts are subject to limitations imposed at the Bank's discretion and Customer will adopt a Courier transport schedule necessary to maintain the value of Safe contents within these limitations. The transport of Currency from Customer's Locations to Bank's cash vault will occur no less frequently than once every week unless specifically agreed to by Bank in writing.

When Loomis or other Courier communicates the Safe File Total to Bank, upon receipt of the Safe File Total Bank agrees to provisionally credit Customer's Account. When Bank grants such credit to Customer, the Currency in the Safe then becomes the property of Bank. In the event an error occurs regarding the amount of Currency and Bank reports the misstated amount on Customer's Account, Bank will subsequently adjust the balance to reflect the true amount which was deposited into the Safe upon receipt of the Currency by Bank. Customer agrees to indemnify Bank for any Losses sustained by Bank as the result of any adjustments made to Customer's Account.

Customer has access to a third-party system to review SafePoint activity and any such system shall be deemed a System under the terms of this Agreement.

Delivery of Currency to Bank. Customer shall have the responsibility with Loomis to deliver the amount of the Currency placed into the Deposit Cassette at the frequency agreed upon by Bank and Customer; provided, that Currency shall be delivered from each

Location to Bank no less than weekly, unless specifically agreed to by Bank in writing. Currency in the Safe that is reported to the Bank prior this cutoff time will be provisionally credited to the Customer's banking account the next Business Day. Currency in the Safe that is reported after the Cutoff Time, or on a non-Business Day, will be provisionally credited the next Business Day. The amount of the Currency received by Bank will be verified against the amount reported by the Safe File Total(s) to reconcile the amount of the Deposit. Customer waives any discrepancy between its records and Bank's records if a claim is not made within (10) calendar days from the original deposit date. Customer agrees that, notwithstanding Bank's participation in the verification process, Customer must resolve with Loomis or other Courier, and not Bank, any amounts due to Customer for either: (a) a discrepancy in the amount of Currency received by Bank in the Deposit and the amount reported in the Safe File Total(s) pursuant to the verification process above, and (b) any failure of Bank to receive Currency removed from any Vault. In the event of a discrepancy between the amount of the Currency received for the Deposit and the amount reported in the Safe File Total(s), the amount of Currency in the Deposit shall control. Bank will debit from Customer's Account the amount of any shortage in the amount of Currency received in the Deposit, or any failure of Bank to receive the Currency removed from any Vault by the next Business Day after such Currency is removed.

Funds Availability of Vault Currency. Notwithstanding the terms of Bank's Funds Availability Policy, Bank will make available to Customer the amount of funds that are reported to Bank by Loomis in the Safe File Totals prior to the Cut-Off Time on the next Business Day. The amount of the Deposit will be equal to the information received by Bank as reported in the Safe File Totals for each of the Locations. Bank shall not be obligated to credit to an Account or make available any amounts to Customer in the event of a failure or delay of Loomis to deliver the Safe File Totals. Any information received in the Safe File Totals after the Cut-Off Time shall be deemed to be received as a Deposit on the next Business Day.

Limitations on Liability and Indemnification. In addition to any limits on liability set forth in the General Terms and Conditions, Customer acknowledges and agrees that Customer and its Courier, not Bank, shall be liable and hold the Bank harmless for (a) the amount of any

Change Order that Customer alleges is unauthorized, in an amount not requested by Customer, or does not arrive to the Customer's Location specified in the Change Order, (b) in the event the amount of any Currency in a Deposit is either not received by Bank, or the amount of Currency received by Bank is in an amount different than the amount Customer records as placed into the Bags, Deposit Cassette or is set forth in the Safe File Total(s) transmitted to Bank with the totals in the Safe, and (c) action or omissions on behalf of Customer by Courier.

Termination; Suspension. In addition to the rights of termination or suspension set forth in the General Terms and Conditions, Bank may terminate the Services at any time that the agreement between Bank and Loomis, or between Customer and Courier is terminated or suspended.

Schedule 12: TERMS FOR MULTI-ENTITY CUSTOMER RELATIONSHIPS

1. General Authority. Each Affiliate that is party to this Agreement as a Customer hereby authorizes the entity signing as the "Customer" on the Signature Agreement (for purposes of this Schedule, the "Primary Customer") to act as agent for each such Customer in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating Transactions (i.e., ACH, wire or check), issuing Instructions, transmitting deposit data, executing Set Up Forms, terminating the Agreement, agreeing to modifications and amendments to the Agreement, and receiving notices under the Agreement (which will be effective against the Customers, even if such notices and communications are sent only to Primary Customer); any and all such actions by the Primary Customer shall be binding on the Affiliate Customers. Bank may conclusively rely on Primary Customer's authority to act for itself and to bind the Affiliate Customers with respect to the foregoing. Primary Customer agrees to notify the Affiliate Customers of any such notices received, agreements made and actions taken on behalf of any such Affiliate Customer.

2. Collections. Each Customer hereby agrees that if any of its Collections (as defined below) are received through or in any Lockbox or Account now or hereafter established in the name of Primary Customer or any

Affiliate Customer (each, a “**Commingled Lockbox**” or “**Commingled Account**”, respectively), then the Primary Customer or such Affiliate Customer is authorized to receive, endorse, negotiate, deposit, withdraw, transfer and apply such Customer’s Collections and take any and all other actions with respect thereto, all as the Primary Customer or such Affiliate Customer deems appropriate. Each Customer understands that such Collections may be commingled with the funds of other entities. Therefore, each Customer hereby disclaims and releases all right, title and interest in its Collections, and hereby waives any and all legal claims such Customer may have against Bank based on conversion or any other legal theory, regulation or statute, due to such commingling. Each Customer represents and warrants to Bank that no Collections of a type that, by virtue of a statutory, regulatory, contractual or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Commingled Lockbox or Commingled Account. For purposes of this paragraph, “**Collections**” shall mean all Checks and other items (including remotely deposited Checks), electronic funds transfers, credit card payments and other amounts payable to or for the benefit of a Customer and all proceeds thereof.

3. Centralized Electronic Access. Under the terms of the Agreement, Bank may provide each Customer with electronic access to the designated Services using IBS or other System. The Primary Customer has requested, and subject to the terms hereof the Bank agrees that the customer identifier used for IBS or other System assigned by Bank to Primary Customer and other access credentials for use of an IBS or other System assigned to or designated as belonging to Primary Customer (collectively, the “**IBS ID**”) may be used by Primary Customer and the Affiliate Customers for purposes of conducting Transactions and using the designated Services. Each Customer acknowledges and agrees that (a) the Bank may rely on and act upon any and all communications or Instructions it receives through IBS (or other IBS) under Primary Customer’s IBS ID or IBS ID with respect to such Customer’s Accounts as communications or Instructions of such Customer, and Bank’s reliance shall not constitute negligence or willful misconduct, (b) such Customer shall be bound by (i) the use of the Services made through the Primary Customer’s IBS ID with respect to the Accounts of such Customer, (ii) all communications or Instructions Bank receives through IBS under Primary Customer’s IBS ID

with respect to the Accounts of such Customer, (iii) all Transactions resulting from such communications or Instructions, including, without limitation, electronic funds transfers and other disbursements from such Customer’s Accounts, and (iv) all other actions taken by the Bank with respect to such communications or Instructions, (c) Bank shall have no liability or responsibility to notify an Affiliate Customer of any other entities with which Primary Customer shares its IBS ID, and (d) only the employees or other Authorized Persons of each Customer will use the Services and conduct Transactions using the IBS ID with respect to the Accounts of such Customer. Each Customer understands and agrees that the use of the Services affecting each of such Customer’s Accounts may be reflected on certain records of the Bank as initiated by Primary Customer using the IBS ID assigned to Primary Customer and not as having been initiated by such Customer.

4. Primary Customer Special Obligations. In addition to any other indemnification obligations set forth herein, Primary Customer agrees to indemnify and hold the Bank harmless for any and all Losses that the Bank may suffer or incur in connection with providing the Services to the Affiliate Customers or any other matters related to the Agreement, except for Losses attributable to the Bank’s gross negligence or willful misconduct. In addition, the Primary Customer agrees that it is liable to Bank for each Affiliate Customer’s performance under, and compliance with, the terms of the Agreement (including, without limitation, the payment of Fees and any overdrafts of any kind or other amounts owed to Bank for the initiation of any ACH, wire or other electronic funds transfer), and with regard to such performance and compliance by any Affiliate Customer, the Bank may enforce the Agreement directly against Primary Customer without first being required to seek enforcement against any Affiliate Customer.

5. Representations; Warranties and Covenants. The Primary Customer hereby represents and warrants to Bank that each Affiliate Customer is an Affiliate of Primary Customer, and that Primary Customer has all necessary power and authority to act for and on behalf of each Affiliate Customer in connection with the Agreement, the Services and Accounts. Each Affiliate Customer hereby represents and warrants to Bank that it is an Affiliate of Primary Customer, and that all necessary action was taken by the Affiliate Customer’s governing body to provide Primary Customer all

necessary power and authority to act on behalf of Affiliate Customer in connection with the Services and Accounts of such Affiliate Customer as contemplated by the Agreement. Each Customer represents and warrants to Bank that (a) the execution and delivery of this Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to such Customer, or any provision of such Customer's organizational documentation or any other agreement binding upon such Customer, and (b) the person(s) executing and delivering this Agreement for and on behalf of such Customer are duly authorized to do so. Each Customer agrees that Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct. Further, each Customer hereby agrees that the Bank will not be liable and such Customer shall not sue or otherwise make claims against the Bank for or on Account of any claim for damages arising out of or relating to the Bank allowing the arrangements contemplated by this Agreement, including any fraudulent activity or Instructions resulting from or relating thereto.

6. Customers; Additional Affiliate Customers and new Services. Each Affiliate Customer hereby acknowledges and agrees that, from time to time, the Primary Customer may, without notice to or consent of the Affiliate Customers (i) join additional entities ("**Additional Affiliate Customers**") as parties to the Agreement by duly completing and executing (on behalf of itself and the Affiliate Customers) an agreement substantially in the form hereof and acceptable to the Bank, at which time, such Additional Affiliate Customers shall have the same rights and obligations as the Affiliate Customers, and Primary Customer shall have the same obligations with respect to such Additional Affiliate Customers as it has for the Affiliate Customers and/or (ii) subscribe to additional services ("**New Services**") via an Additional Services Supplement in a form acceptable to the Bank signed by the Primary Customer (on behalf of itself and the Affiliate Customers, including any Additional Affiliate Customers), at which time such New Services shall also constitute Services under the Agreement and hereunder.

CONTACT US

Citywide Banks, a division of HTLF Bank
303.460.4735 or 877.812.1564
1800 Larimer Street, Suite 100
Denver CO 80202
tmsupport@citywidebanks.com

Premier Valley Bank, a division of HTLF Bank
559.256.7765 or 877.812.1568
255 E. River Park Circle Dr., Suite 180
Fresno, CA 93720
tmsuppor@premiervalleybank.com

Minnesota Bank & Trust, a division of HTLF Bank
952.841.9345 or 877.812.1565
7701 France Avenue South Suite 110
Edina, MN 55435-5297
tmsupport@mnbankandtrust.com

Arizona Bank & Trust, a division of HTLF Bank
480.844.4511 or 877.812.1561
2036 E. Camelback Road
Phoenix, AZ 85016
tmsupport@arizbank.com

Illinois Bank & Trust, a division of HTLF Bank
815.637.7868 or 877.812.1558
4571 Guilford Road
Rockford, IL 61107
tmsupport@illinoisbank.com

Wisconsin Bank & Trust, a division of HTLF Bank
608.203.1268 or 877.812.1559
119 Junction Road
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tmsupport@wisconsinbankandtrust.com

Bank of Blue Valley, a division of HTLF Bank
877.346.1412
11935 Riley Street
Overland Park, KS 66213
tmsupport@bankbv.com

First Bank & Trust, a division of HTLF Bank
9816 Slide Road
877.835.4183
Lubbock, TX 79424
tmsupport@firstbanktexas.com

New Mexico Bank & Trust,
a division of HTLF Bank
Customer Service 877.812.1560
320 Gold Ave SW Suite 100
Albuquerque, NM 87102
tmsupport@nmb-t.com

Dubuque Bank & Trust,
a division of HTLF Bank
Customer Service 877.251.1953
700 Locust Street, Suite 401
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tmsupport@dubuquebank.com

BUSINESS DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

This Business Deposit Account Agreement and Disclosure governs the commercial deposit accounts (each individually, or collectively, referred to as your "Account") you open and maintain with HTLF Bank online or at a Division identified on the "Contact Us" page below ("Bank," "we," "us," and "our"). As used herein, "Customer," "you," and "your" refers to those who own the Account, and anyone authorized to access or use the Account. This Business Deposit Account Agreement and Disclosure together with any disclosures or related agreements we provide regarding your Account including our Regulation CC Funds Availability Disclosure and any rate sheets, signature card, fee schedules and other Account opening documents (each a "Schedule") collectively make up the agreement ("Agreement"). The Agreement governs your Account and our relationship with you. If you open multiple Accounts, you may receive a separate Schedule of information for each Account, but the Agreement will cover all your commercial Accounts with the Bank. By opening, using, or continuing to hold your Account, you acknowledge receipt of the Agreement, and you accept and agree to the terms and conditions in the Agreement, as amended from time to time. See the "Contact Us" page below for the Bank Division's address, phone number and other contact information.

HTLF Bank Divisions operate in the respective states we serve, and our names reflect our deep ties to the communities we serve. However, **the Divisions of HTLF Bank are the same legal entity as HTLF Bank and are not separately FDIC insured.** The FDIC has currently set its coverage limit at \$250,000 for deposit accounts (checking, savings, money market, and certificates of deposit), and the combined amounts you have on deposit with any Division of HTLF Bank are insured by the same depository institution. You may qualify for more than \$250,000 in coverage at HTLF Bank if you own deposit accounts in different ownership categories. For further information on FDIC Insurance see Section 22 (a) and (b) below.

Please read the Agreement carefully. You should keep a copy of the Agreement and any information we give you regarding changes to the Agreement for your records while you maintain your Account with us. You can get a current copy of the Agreement at any of our branches or through our website. See the "Contact Us" page for details.

ARBITRATION DISCLOSURE: This Agreement contains an arbitration provision under which you and the Bank agree that you and the Bank may resolve any dispute under this Agreement, related to your Account, or our relationship with you on an individual basis through binding arbitration, and that you will have no right to a jury trial

or to resolve the dispute in court. See Section 22(e) and 23 for details.

1. Definitions of Some Terms. As used in this Agreement, the terms listed below have the meanings provided:

"Account" means you have opened your Account as a "commercial account" and not as a "consumer account" used for personal, family or household purposes, and you have opened it as a sole proprietor or in the name of a corporation, partnership, or other business, or governmental entity. You agree that you will not use the Account for personal, family, or household purposes.

"Affiliate" means any entity that directly or indirectly, controls, is controlled by, or is under common control of either party to this Agreement, respectively.

"Available Balance" means the funds available for your withdrawal or transfer for all uses for which you may use funds in the Account under this Agreement. See Section 8 for details on how we determine your Available Balance.

"Beneficial Business Owner" means a natural person who owns at least 25% of a legal entity or has a controlling interest in the business' assets.

"Business Day" means every day except Saturday, Sunday, and federal holidays.

"Card" means any debit card we issue to you that you may use to access your Account.

"Check" means any check, draft, electronic image, or other negotiable instrument, including substitute checks, deposited to or from your Account.

"Credit" means a deposit or other addition to your Account.

"Debit" means a withdrawal or other deduction from your Account.

"Debts" means all debts and liabilities owed by Customer to Bank, whether existing now or in the future, whether direct or contingent, including, without limitation, amounts for fees or other obligations arising from Overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, fees related to this Agreement or any Account you maintain with us or any of our Affiliates.

"Electronic Funds Transfer" and "EFT" means any transfer of funds you make, request, or authorize through an

electronic terminal, telephone, or computer or magnetic tape for the purpose of ordering, instructing, or authorizing us to process a Debit or Credit to your Account. EFTs include, without limitation, ATM transactions, Debit Card transactions and ACH transactions.

“Hold(s)” means that we put a hold on (or “Freeze”) some or all the funds in your Account, meaning that we may refuse to: (i) allow withdrawals from the Account; (ii) pay Items drawn against your Account or process other Debit transactions to your Account; and (iii) accept deposits to your Account or process other Credit transactions to your Account. When we place a Hold on funds in your Account, your Available Balance is reduced by the amount of the Hold, which may result in our charging Overdraft Fees. See Sections 7 and 8 and the Schedule for more information.

“Item” means (i) all orders and instructions for payment, transfer, or withdrawal of funds from your Account (whether issued or unissued), (ii) all deposits to your Account, even if returned unpaid, (iii) any other Debits or Credits to your Account. This includes, without limitation, checks or substitute checks and purported substitute checks; drafts or demand drafts; remotely created checks and items; image replacement documents; Electronic Funds Transfer and preauthorized electronic transactions; in-person withdrawals and transfers; withdrawal slips; any applicable Account Fees; and any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed; deposit adjustments; and any photocopy or image of any of the foregoing.

“Losses” means any losses, costs, liabilities, claims, damages, or expenses (including reasonable attorneys’ fees and court costs).

“Operating Rules” means rules, regulations and operating rules and operating guidelines established by any Payment Network, including the regulations and operating circulars of the Board of Governors of the Federal Reserve. Payment Network means any money transfer or electronic payments system or network, check clearing organization, payment clearing house, real-time payments system, or Card association, including NACHA, the Electronic Payments Association, the Board of Governors of the Federal Reserve, Visa, Inc. and Mastercard Incorporated, used by us or any correspondent or intermediary bank or other third party in connection with your transactions and services provided to you using an Account.

“Overdraft” means an Item or other event that would result in a negative Available Balance in your Account.

“Owner” or “Joint Owner” means the person(s) owning the funds in your Account and who has the power to deal with the Account in their name.

“Security Procedures” shall have the meaning as set forth in the Uniform Commercial Code.

“Statement” means any Account statement we provide relating to your Account which shows transactions that occurred in the period covered by the Statement.

The meanings of defined terms shall equally apply to the singular and plural forms of the defined terms. The words “without limitation” shall follow all references to “include,” “includes,” or “including.”

2. Changes to the Agreement. We may change the terms of this Agreement, including the Fees, benefits, and features associated with your Account, at any time. We will notify you in advance of changes as required by applicable law. By keeping your Account open following the effective date of any changes to the Agreement, we will consider this as your acceptance of the changes.

3. Opening Your Account.

(a) Account Ownership. We may determine your Account’s form of ownership based solely upon the account agreement form (“Account Agreement”) you submitted.

(b) Authorized Representatives. An “Authorized Representative” is any person authorized to act on your behalf regarding the Account. Each Authorized Representative may act alone performing all the transactions available to your Account, including: (i) making deposits or withdrawals by whatever means available (including Electronic Funds Transfers) from your Account, (ii) obtaining and releasing information regarding your Account, and (iii) signing or authenticating any document in connection with your Account. At our request you must provide us with documentary evidence satisfactory to us regarding the authority of any Authorized Representative, such as a resolution or certificate of authority that we may require. If you are unable, refuse, or otherwise fail to provide the information outlined below, we may refuse to open an Account, block, or close your Account. An Authorized Representative includes: (i) any person listed on the Account Agreement or designated in any resolution, certificate of authority, or other documentation Bank may require, and any other person or agent acting with actual or apparent authority to transact business on your Account or otherwise to act on your behalf, (ii) any person to whom

you make your unissued Checks or other paper Items or Account number(s) available for purposes of transacting business on your Account, (iii) any person to whom you make available any Security Procedures, access device, or access information even if you provide such in error or because of fraud. We are not responsible for monitoring or restricting the actions of your Authorized Representative. You have sole liability for all actions, errors, omissions, wrongdoing of an Authorized Representative concerning your Account, regardless of whether these actions exceeded the authority given to the Authorized Representative. We may rely on the instructions purportedly received by any Authorized Representative, and you shall not to hold us responsible for any Losses you incur from our following the instructions given to us by your Authorized Representative. We may continue to recognize your designation of an Authorized Representative or other authorization related to your Account until we have received written notice from you modifying or revoking this authorization and we have had reasonable time to act. If we receive conflicting instructions from your Authorized Representatives regarding the Account, we may place a Hold on the Account until such conflict is resolved to our satisfaction.

(c) Credit Verification. You and any other Owner or signer on the Account authorize us to request and obtain one or more credit reports about you and any other Owner or signer on the Account or signer on any Account for the purposes of opening, reviewing, or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency including if your Account was closed for cause.

(d) Identification Notice. Federal law requires certain financial institutions to obtain, verify, and record information that identifies each individual and business opening an Account to help prevent the funding of terrorism and money laundering activities. When you open an Account with the Bank, you must provide us with your business entity name, principal and local (if different) address, date of establishment, employer identification number, and other documents that will allow us to verify the business and any other information we deem necessary to open your Account. For each Owner or signer on an Account, we ask the person's name, address, date of birth, social security number, and other information that will allow us to verify identity such as the person's license or other identifying documents. You agree that the Bank may seek information about you from third parties to confirm your identity and for other Account related purposes. We

may require these procedures even if you already have an existing relationship with the Bank.

(e) Beneficial Business Ownership Information. In addition to the above information, federal law requires the Bank to collect information reasonably designed to identify and verify the Beneficial Business Owners of the legal entity opening an Account with the Bank. The Bank may occasionally require that you provide additional documentation to Bank to verify your identity, the authority of individuals acting on your behalf, the nature and purpose of that relationship, and other matters relating to your Account.

(f) Tax Identification Number. You agree to provide us the accurate Taxpayer Identification Number for the person or entity listed on the Account. When you execute a signature card or open an Account with us, you certify the accuracy of the Taxpayer Identification Number you provided. To avoid backup withholding tax, you must provide us with an Internal Revenue Service ("IRS") employee identification number ("EIN"), Form-9 or Form W-8BEN. Until we receive the completed and signed Form(s) W-9 or W-8BEN and supporting information or documentation, we may either: (i) not pay interest on your Account, or (ii) pay interest and comply with the IRS backup withholding requirements. If you own your Account as a sole proprietor, your estate or beneficiary must provide us with their TIN upon your death. If we do not receive this, we may either: (i) stop paying interest on your Account after the date of your death or (ii) withhold a portion of the interest earned on your Account since the date of your death.

(g) Change of Address or Customer Information. You agree to notify us immediately if any of your personal information changes, including your name, mailing address, phone number, email address, Taxpayer Identification Number, or your residency or citizenship. We may rely on the information in our records unless and until we receive notice from you that it has changed including providing notices to you under the Agreement.

(h) Treasury Management Services Agreement. The Master Treasury Management Services Agreement and terms and conditions for Services (collectively, the "MTMSA") govern those treasury management Services defined in the MTMSA that we provide to our applicable customers. If we have executed a MTMSA with you or otherwise provide you with the Services, the MTMSA governs the Services, and this Agreement governs your Accounts. The provisions of the MTMSA will prevail over any conflict between the Agreement and the MTMSA. By using any of the Services, you accept and agree to the terms

and conditions of the MTMSA for the Services you use, and this Agreement continues to govern your Accounts.

4. General Terms for All Accounts.

(a) Fees and Charges; Earnings Credits. You agree to pay us the fees and charges stated in the Schedules and applicable to your Account, services related to your Account, and your deposit relationship with us (collectively, "Fees"). We may deduct these Fees from your Account even if it creates a negative balance to your Account. We may change the Fees and pricing information for your Account from time to time with notice to you. You may always obtain a copy of any current Fee Schedule by contacting us. See the "Contact Us" page for details. Unless you have made other arrangements to pay the Fees, or the Bank has agreed to allow you to pay Fees through account analysis or compensating balances, you authorize us to debit your Account or any other Accounts you hold with us or any Affiliate for the payment of any Fees related to your Account and any other Debts you owe us under the Agreement regardless of whether the Fee results in an Overdraft of your Account. For Electronic Funds Transfers, we may deduct our Fees from the proceeds of such Transfers. A finance charge may apply to unpaid amounts due to us. If earnings credit accrues on your Account, you will receive information regarding the earnings credit rate, and the Bank will periodically apply your accrued earnings credit to eligible charges unless the Bank otherwise indicates in writing. If your earnings credit exceeds your total maintenance and activity fees for the statement cycle for your Account, we will not pay the excess credit to you, and it will not carry forward to the following statement cycle.

(b) Statements. Unless otherwise provided in the Schedule for your Account, we will send or make available monthly Statements to you. You must notify us in writing within thirty (30) days if you do not receive a scheduled Statement. We will also occasionally provide you other information related to your Account, which may include disclosures, messages, and other information or data relating to the Agreement or your Account (together these are referred to as "Communications" or a "Communication"). Depending on the type of Account, we will send you Statements to your mailing address or provide you access to electronic Statements. You must notify us of your correct mailing address or e-mail address and updating us of any changes to either address by providing us with written notice. We will provide Communications to you by sending them separately to your mailing address, including them with a Statement or, if authorized, via

electronic communication. Notwithstanding any terms regarding notices under this Agreement, we will have delivered mailed Statements and Communications as of the second Business Day following the day we mailed a Statement or Communication to your mailing address or as of the first day we made a Statement or Communication available to you for viewing via electronic communication.

Unless otherwise prohibited by applicable law, if we receive Account Information sent to you marked as returned as undeliverable, we may discontinue mailing Account Information to you until you provide a valid address to us, although we will consider them available to you as set forth in this Section above. We may destroy any Statements or Communications sent to you and returned as undeliverable.

(c) Freezing Your Account, Blocking or Delaying Transactions. You agree that we may reject, freeze, reverse, or delay any transaction to or from your Account or place a Hold on some or all of the funds in your Account in order to protect you or the Bank or to comply with applicable law, including when (i) we believe your Account may be subject to irregular, fraudulent, illegal or unauthorized activity, (ii) we receive conflicting information or instructions regarding Account ownership, control or activity, or (iii) we otherwise believe that such action is necessary to avoid Losses or reduce risk to us or you. We will have no liability for any actions we take hereunder or for any costs or Fees incurred by any delay, and we may take such action without prior notice unless prohibited by applicable law but with prompt notice to you thereafter. This paragraph does not imply that the Bank has an obligation to monitor Accounts or transactions.

(d) Unauthorized Transactions and Errors. You agree to carefully examine and reconcile your Account Statements. You must promptly and carefully review all Statements or Communications we provide to you, (together referred to as "Account Information") and report any transactions that you did not authorize or other errors or problems with your Account like the payment of an unauthorized (including counterfeit) check, Item or other activity charged to your Account; unauthorized access; an unauthorized or incorrect debit or other charge to your Account; an altered Check charged to your Account; a Check with a missing or unauthorized signature; erroneous fee charges, credits, debits, or other entries including ACH entries; missing or incorrect deposits and other credits; and other problems with or activity in your Account, or errors in your Statement

(each, an "Account Issue"). You agree to implement, maintain, and enforce commercially reasonable procedures to prevent fraud, misuse, and the unauthorized use of the Account. You must promptly and carefully examine and reconcile all Account Information available to you and notify us of any Account Issue as soon as possible and to cooperate with us at your expense in any investigation of an Account Issue, including providing an appropriate affidavit or filing a police report as we may reasonably request. We may delay acting on the Account Problem until we complete our investigation. If you fail to cooperate with us, we will have no liability for the Account Issue. Your failure to exercise reasonable care in examining your Account Information or provide reasonably prompt notice to us may affect any rights you may have against us with respect to the Account Issue.

You must notify us of any claim you may have with respect to any Account Issue within a reasonable time under the circumstances but not to exceed 30 days after the date we sent or otherwise made available to you the Account Information indicating the Account Issue. If you fail to notify us promptly within this timeframe: (i) it will constitute your failure to exercise reasonable care and promptness in examining your Account Information, (ii) any Item charged to your Account is fully enforceable against you, (iii) we will have no obligation to re-credit or refund the amount of the Account Problem; (iv) you will hold the Bank harmless for the amount of such losses that we could have reasonably prevented, (v) we will have no liability for any subsequent Items we pay in good faith which contain an unauthorized signature or alteration by the same person unless you notify us within ten (10) calendar days after you have first learned of such Account Issue with the Account Information, and (vi) we will consider the Account Information to correctly reflect your transactions, such as deposits, withdrawals, refunds, imposition of fees, interest or dividends, and other debits and credits to your Account unless you notify us in writing. You can notify us of any Account Issues by calling or writing the Bank at the phone number and address provided on this Agreement. We may provisionally credit your Account during our investigation regarding an Account Issue for all or a portion of the amount claimed but we have no obligation to do so. We may reverse this credit if: (i) you fail to submit or sign documents required by us, (ii) you fail to cooperate fully with our investigation of the claim or our efforts to recover funds related to the claim, or (iii) we determine that the transaction that gave rise to the claim was proper. If you or we (or both of us together) make an error on your Account, we may fix that error without first notifying you including the amount paid on your Items for the incorrect amount,

an incorrectly added deposit to your Account, or we apply a deposit to the wrong account.

(e) Security Interest and Setoff. You grant us a lien on, and security interest, in all Accounts owned by you and held with us to secure payment of any Debts you owe us, including any Fees we may have against you. If you fail to pay any Debt you owe us when that Debt becomes due, we may enforce our lien and security interest without demand and without notifying you in advance unless applicable law requires otherwise. You agree that this includes the right to set-off against all future deposits to your Account, including deposits of government benefits, subject to applicable law. Our enforcement of our right to deduct funds from your Account through set-off or our lien and security interest in your Account will reduce your Available Balance and may result in Overdrafts, interest penalties, early withdrawal penalties or other Fees to you. You agree that we have no liability for any Item dishonored because we set-off a Debt against your Account, and you have insufficient funds left to pay the Item. Our rights under this paragraph do not apply if you hold the Account in a representative, agency, or fiduciary capacity. The rights granted in this paragraph are in addition to any other rights of the Bank, including the rights the Bank has under other security documents with you.

(f) Interest. If your Account earns interest, we will pay interest at the annual rate of interest specified on the applicable Schedule we provide to you. The Schedule sets forth the frequency of interest payments, the frequency of interest compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. If your Account has a variable interest rate, we have the right to change the rates and Fees in accordance with the terms of the Schedule, without limits and without notice. The applicable Schedule will indicate the early withdrawal penalty for certificate of deposit Accounts, if any. Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, checks). For deposits made by cash or Electronic Funds Transfers, interest begins to accrue on the Business Day of your deposit.

5. Electronic Funds Transfers. The following terms apply to Electronic Funds Transfers you initiate from your Account, and we receive into your Account. If you have entered into a separate agreement for Electronic Funds Transfers with Bank, that separate agreement will govern such Services, the origination of Payment Orders (defined below), and control if inconsistent with the terms below. The instructions you provide to us for such payments or Electronic Funds Transfers (including amendments and

cancellations) shall have the same meaning as "Payment Orders" as defined in the Uniform Commercial Code.

(a) Submitting and Accepting Payment Orders; Rejection. We may accept a Payment Order pursuant to the terms of this Agreement in our sole discretion. We may refuse to accept any Payment Order for any reason, including your failure to maintain a sufficient balance in an Account or failure to use the Security Procedures when originating the Payment Order. If we reject any Payment Order, we will attempt to notify you through a status report on one of our electronic information reporting systems or by other reasonable means within a reasonable time, but we will have no liability to you based on any failure or delay in providing such notice. We will also attempt to notify you if we receive a return of an Electronic Funds Transfer, but we will have no liability to you based on any failure or delay in providing such notice. We have no obligation to re-send an Electronic Funds Transfer that is returned to us if we complied with the original Payment Order.

(b) Security Procedures. You agree to submit Payment Orders in compliance with the Security Procedures established by the Bank and made available to you. We offer certain Security Procedures for the origination of Payment Orders and sending Electronic Funds Transfers, and you must review and choose from among these Security Procedures. You must choose a commercially reasonable Security Procedure for the type, amount, and frequency of Payment Orders you originate. By originating a Payment Order and using an Electronic Funds Transfer service, you agree that the Security Procedures you choose constitute a commercially reasonable method of preventing unauthorized Payment Orders. We may process any Payment Order (including any cancellation or modification of a Payment Order) that we in good faith believe you or your Authorized Representatives have transmitted or authorized if we receive such Payment Order in compliance with your Security Procedures even if you have not authorized it. You will have the obligation to pay us the amount of such Electronic Funds Transfers made based upon such Payment Orders, even if you have not authorized them. If you initiate a Payment Order to the Bank that varies from the Security Procedures, and if the Bank accepts the Payment Order in good faith, you will have the obligation to pay such Payment Order even if you have not authorized it. You will have the obligation to pay any Payment Order even if the Bank does not verify it in compliance with the Security Procedures if you issued the Payment Order or otherwise benefited from the Electronic Funds Transfer. You acknowledge that the Security Procedures verify the authenticity of the Payment Order and do not detect errors.

(c) Processing Payment Orders. If a Payment Order identifies a beneficiary by both name and identifying number, and the name and number identify different persons or account holders, a financial institution may process the Payment Order solely on the identifying number. If a Payment Order identifies an intermediary bank or beneficiary bank by both name and an identifying number and the name and number identify different entities, the financial institution may process the Payment Order solely on the identifying number. In the absence of specific written instruction, Bank will choose the Payment Network processor and intermediary banks as necessary to carry out your Payment Order and shall have no liability for selecting such Payment Network or intermediary bank in good faith.

(d) Cancellation or Amendment. You may not cancel, amend, or modify Payment Orders you submit for outgoing Electronic Funds Transfers after you have submitted it to the Bank. If the Bank receives an amendment or cancellation request before the Bank has executed the Payment Order, we may make a reasonable effort to act on your request, but we have no obligation to do so. If the Bank acts on a cancellation or amendment instruction, you will indemnify the Bank from any Losses we incur related to the cancellation or amendment. The Bank will have no liability to you or any third party if it does not complete the requested cancellation or amendment, and you will have the obligation to pay the Payment Order as transmitted.

(e) Credits Received from Electronic Funds Transfers. Any credit we receive for you from an ACH credit entry, wire transfer, or other Electronic Funds Transfer received to your Account remains provisional until we receive final settlement for such transaction through a Federal Reserve Bank. If we do not receive final settlement, we may refund of the amount credited to your Account in connection with such Electronic Funds Transfer, or you will otherwise reimburse us if you have insufficient funds in your Account and the originating party making payment to you by such entry will not constitute payment to you for such Electronic Funds Transfer. We do not have to notify you of any receipt of Electronic Funds Transfers other than the notice you receive in your Statement, and we will not give you notice of receipt of an ACH entry, wire transfer, or other Electronic Funds Transfer received in your Account.

(f) Payment. You agree to pay us the amount of any Electronic Funds Transfer we execute on any Payment Order accepted in good faith. You also agree to pay us the amount of any charges applicable to Electronic Funds

Transfer including those assessed by a Payment Network or other third party.

(g) Transfers in Foreign Currency and International Wire Transfers. Any Payment Order initiated in a currency other than U.S. Dollars shall first require that you validly purchase such foreign currency from the Bank or its correspondent bank. Unless otherwise agreed between the Bank and you, the Bank will report to you the value of any such Electronic Funds Transfer in the U.S. Dollar equivalent of the amount of foreign currency transferred. We will charge any loss of exchange arising from a subsequent cancellation of such Payment Order or because of a rejection of delivery for any reason to your Account. You agree that if the Bank utilizes the services of other banks for the purpose of giving effect to any Payment Order in foreign currency, then the Bank does so at your risk.

The Bank's Fees only cover costs of for international wire transfers; we may incur additional costs or fees we have no control over during processing, and you agree to pay any such additional costs or fees. In addition, foreign countries and their subdivisions, any intermediary bank and the beneficiary's bank may charge transfer taxes and other transfer fees that will reduce the amount received by the beneficiary. You must comply with all laws relating to the transfer of funds to or from foreign countries, individuals, or agencies. Noncompliance may result in the delay of wire transfers, fines equivalent to a percentage of the principal, or confiscation of the entire principal amount of the wire transfer if an attempt is made to transfer funds to a sanctioned individual, agency, or country.

(h) International Wire Transfers. For Payment Orders to execute an international Electronic Funds Transfer: (i) the Bank may issue separate Security Procedures and directions relating to the origination of international wire transactions by Customer which shall replace or supplement those for domestic wire transfers, (ii) you accept the sole risk and responsibility for international Electronic Funds Transfers including reimbursement of the Bank's fees, expenses, and legal fees, and subject to all laws or decrees of any domestic or foreign government, taxing or postal authority, or other agency at the time you initiate the Electronic Funds Transfer, (iii) in the event that there is a delay in wire transmission or an interruption in a wire transmission, the Bank will request the intermediary institution(s) honor the stated value date, but the Bank has no responsibility for the actual value applied for crediting funds to the payee, (iv) for international Payment Orders, the Bank does not guarantee that its correspondents or agents can or will make payment in U.S. Dollars, nor does the Bank guarantee that some other bank or banker will

make a charge affecting any Electronic Funds Transfer initiated by the Bank, and (v) Customer understands that each intended beneficiary or an Electronic Funds Transfer initiated by the Bank at Customer's request will be compared to a list published and updated by the U.S. Department of Commerce Office of Antiboycott Compliance or Special Designated Nationals and Blocked Persons List as published and updated by the Office of Foreign Assets Control of the U.S. Treasury Department (collectively, the "OFAC List"). If the name of the intended beneficiary of a Payment Order appears on the OFAC list, the Bank will, under no circumstances, transmit the requested Payment Order. Customer agrees that the Bank has no obligation to transmit a Payment Order when the name of the intended beneficiary appears on the OFAC List, and furthermore, Customer agrees that the Bank will have no liability for any damages, direct or indirect, arising from the Bank's refusal to transmit a Payment Order to an intended beneficiary whose name appears on the OFAC List or holding such amount of funds as required by applicable laws.

(i) Liability. In addition to our limits on liability elsewhere in this Agreement, if the Bank fails to exercise ordinary care resulting in a failure, delay, or improper execution of a Payment Order, the Bank's liability shall be limited to an amount equal to interest losses attributable to such failure, delay or improper execution calculated by using a rate equal to the average Federal Funds rate for that period; provided, however we shall have no liability if such failure, delay, or improper execution arises from any Payment Network.

(j) Reliance on Information In Payment Order. You have the sole responsibility for the content of each Payment Order and the accuracy and completeness of the information contained therein. The Bank will rely on the information contained in the Payment Order when processing your instructions. No instructions or other restrictions accompanying your Payment Order shall be effective unless expressly accepted and agreed to in writing by the Bank. The Bank may in its sole discretion require evidence of the authority of the person submitting the Payment Order to act on your behalf before accepting it for processing but has no obligation to do so.

(k) Returned Wire Transfers (Incoming and Outgoing). In the case where wire transfer instructions or Payment Order details do not match account information for any incoming Transfer, the Bank will return funds to the originator, and we may charge you Fees for such return. If your outgoing wire Payment Order details do not match account information for any outgoing Electronic Funds Transfer, the

receiving bank may return the funds, and we or the receiving bank may charge you Fees.

6. Posting Order. Posting order is the order in which we apply Credits and Debits, including Fees, and other Items to your Account. The posting order impacts your Available Balance and may impact whether your Account becomes overdrawn and the amount of Overdraft Fees you incur. We have the right to post Items to your Account in any order we decide, and we may change our posting order at any time without notice to you.

(a) End-of-Day Processing. We receive Items at different times throughout the Business Day, but we generally treat them as if we received all Items at the same time at the end of the Business Day. We then post the Items to your Account using automated systems that group Items into categories based on the Item type. We generally post all Items within a category using the posting order or orders that apply to that category before we post any Items assigned to the next category. Items may not post to your Account in the order in which they occurred, we received them, or which Items appear in your Account history, including your Statements. We often do not receive or post debit Items on the same day you initiate or authorize them.

(b) General Categories, Order of Posting. The following describes a summary of the order in which we generally post Items to your Account. It represents the most common types of Items within each category, but we may process other Items to your Account although not specifically listed below.

(i) *Deposits and other credits to your Account.* We will post Deposits and other Credits we receive prior to our identified cutoff times, which we reference in our Regulation CC Funds Availability Disclosure to your Account before we post any withdrawals or other debits to your Account.

(ii) *Debits (Excluding Checks).* After posting all deposits, we will post all debits, except for checks, to your Account. We organize these debits into categories and post them in the following order: (i) ATM debit transactions and withdrawals with our Tellers, (ii) Card transactions, (iii) wire transfers and other Items that cannot be returned or recalled, and (iv) ACH transactions. Within each category, we post Items in order of the date and time associated with each transaction ("timestamp") from earliest to latest. We timestamp each transaction based upon either the time of preauthorization, or the time we processed the transaction without pre-authorization.

(iii) *Check Transactions.* We will post all checks drawn against your Account next. We organize checks into categories and post them in the following order: (i) checks payable from funds on deposit with us (sometimes referred to as "on-us" checks) and presented to us for cash payment, and (ii) all other checks. Within each category, we post all checks without a check number first in order from lowest to highest dollar amount, which include checks with illegible or otherwise unavailable check numbers. We next post checks with check numbers in order from lowest check number to highest check number.

(iv) *Fees.* We will post Overdraft Fees at the time the overdrawn Item posts. Other Fees will post at the close of business when they occur, and we assess them.

7. Insufficient Funds and Overdrafts. Insufficient funds mean you do not have enough funds in your Account to pay for a withdrawal or Debit Item presented against your Account. If you have insufficient funds in your Account to cover any withdrawal or Debit Items presented against your Account, we will handle such Items in accordance with our Overdraft procedures described in Section 9 below or in accordance with any other agreement you may have with us such as an agreement for an Overdraft protection program. An Overdraft occurs when the Available Balance in your Account has insufficient funds to cover a transaction, but we pay it anyway. We have no obligation to pay any transaction if your Available Balance has insufficient funds to cover it, and we may choose to return the transaction unpaid in our sole discretion, and we may charge you a Fee. See Section 8 below, for more information on how we determine your Available Balance. Even if we have paid Overdraft Items in the past, we have no obligation to do so in the future. Our payment of an Overdraft does not represent an application for credit or our approval of an extension of credit.

(a) Avoiding Overdrafts. You must maintain sufficient funds in your Account to cover your Items and your use of the Account. We have options available to help you keep track of your Items, including through Online Banking and Mobile Banking, Low Balance and Negative Balance Alerts, Overdraft Transfer, and an unsecured line of credit attached to your Account. We also offer several options that may help you manage Overdrafts including Overdraft Privilege, as described below.

(b) Fees. We may assess a Fee on each Item that will overdraw your Account whether we pay it or not (including a second or subsequent request for payment presented for

the same transaction), which we refer to as an "Overdraft Fee." We will assess an Overdraft Fee for each Item we pay that overdraws your Account or while your Account remains overdrawn. If we return a transaction unpaid for insufficient funds for any reason, we may charge you a Fee. Please refer to the applicable Schedule for more information about these Fees.

(c) Your Responsibility. You must promptly pay the amount of any Overdraft or any other negative Account balance along with any applicable Fees. You agree to immediately deposit funds into your Account sufficient to cover any Overdraft plus applicable Fees. If you have a Joint Account, all Joint Owners will have joint and several liability for any Overdraft plus applicable Fees, regardless of which Owner initiated the transaction that resulted in the Overdraft. If you do not meet these obligations, we may charge you additional Fees, close your Account, revoke any Overdraft Privileges you may have, report you to a credit reporting agency, or all of these. You authorize us to use the funds from any subsequent deposit to your Account to pay any Overdraft and resulting Fees, including any federal or state benefits if permitted by applicable law. If you do not want your benefits applied in this way, you can change your direct deposit instructions with your benefits payor at any time.

8. Your Available Balance. Your Available Balance represents the most current record we have of the amount of money in your Account you currently have available for withdrawal. We update your Available Balance throughout the Business Day. Your Available Balance will increase when Credits to your Account become available for use based on our Regulation CC Funds Availability Disclosure. Your Available Balance will decrease when withdrawals and other Debits (including Fees) post to your Account for payments made against it. Holds and pending Items received throughout the Business Day can also reduce your Available Balance. You must always monitor your Accounts carefully because we may charge you Fees in the event you overdraw your Account. We may not receive some of your transactions for payment and post them to your Account for debiting promptly after you initiate them, but you still must keep track of them to ensure that you have a sufficient Available Balance when we receive those transactions for payment, and we post them to your Account.

(a) Pending Transactions. Your Available Balance only reflects transactions once we become aware of them. It may not include every transaction you have initiated, such as your outstanding checks or recurring payments that you have scheduled in advance. If you review your Account

during the day, you may see some transactions as "pending." Pending transactions reduce your Available Balance, but they have not yet posted to your Account for payment. Once we make payment on the Item, pending transactions will post to your Account as described in Section 6 above. However, we may still return a pending transaction unpaid if you have an insufficient Available Balance to pay it during end-of-day processing.

(b) Holds. Holds placed on your Account can also reduce your Available Balance. While your Account funds have a Hold on them, you have no access to those funds for withdrawal or to pay other Items received. We may place Holds on your Account for a variety of reasons, including levies or garnishments on your Account, when you make a purchase with your Card, or in accordance with the Regulation CC Funds Availability Disclosure. For Card purchases, the merchant requests the Bank to authorize the transaction to ensure that your Account has sufficient funds, and the Bank places a Hold on your Account for the purchase amount the merchant provides. It may take several days before your Card purchase posts to your Account, and that may also cause an Overdraft if you have insufficient funds in your Available Balance to cover it at that time, even if you had sufficient funds in your Available Balance when the Bank authorized your Card transaction. We generally do not show Holds or distinguish between available and unavailable funds in your Account balance on your Statement, so when you review your Statement, it may appear that you had sufficient funds in your Account to pay for an Item for which you incurred a Fee.

(c) Bank-Initiated Transactions. Certain Bank-initiated transactions may also reduce your Available Balance, including: (i) any lien on or security interest in your Account, (ii) any set-off we may exercise against your Account, (iii) any deduction we may make from your Account because of a dispute, legal process, reversed deposit or other reason; (iv) any Item if we receive notice that the Item will be presented for payment or collection against your Account, (v) any checks we certify, or (vi) any other deduction to your Account permitted by the Agreement.

(d) Determining Overdrafts. We may look at your Available Balance to determine whether payment of an Item will create an Overdraft at any time between the time we receive the Item and the deadline for us to act on the Item. We have no obligation to make this determination more than one (1) time during this period. Please note that we occasionally authorize a transaction at a time when your Available Balance has sufficient funds to cover it, but because other transactions post before it and reduce your

Available Balance, the transaction creates an Overdraft when we post it to your Account. If we get a batch or multiple batches of Items in a Business Day, and if one, some, or all those Items would overdraw your Account if paid, we will generally post Items in accordance with the procedures described in Section 6. This may result in larger dollar Items being processed before small dollar Items, even though this would have the effect of reducing your Available Balance more quickly.

9. Overdraft Privilege; Other Overdraft Protection Options.

(a) Overdraft Privilege. If you maintain your Account in good standing, we may offer your Account Overdraft Privileges, an automated service for approving your Overdrafts up to a pre-determined limit. With Overdraft Privilege, the Bank may in its sole discretion pay certain Items that overdraw your Account, such as checks, Card transactions, and automatic bill payments. If we choose to pay an Item that overdraws your Account with Overdraft Privilege, we will charge you a fee for the Overdraft. You also have the option to cancel Overdraft Privilege and direct the Bank to return Items that would cause an Overdraft, but you may have responsibility for any applicable returned Item fees. Maintaining your Account in good standing includes, at minimum: (i) making regular deposits consistent with your past practices, (ii) promptly returning your Account to a positive balance in the event your Account becomes overdrawn, (iii) not defaulting on any loan or other obligation to us, and (iv) having no legal or administrative order or other legal process against your Account. See the applicable Schedule for your Account for details on your Overdraft Privilege options. Overdraft Privileges do not constitute a line of credit, and Overdraft payments remain at the Bank's discretion and are not guaranteed. We may cease our payment of Overdrafts with Overdraft Privilege at any time without prior notice or cause.

(b) Fees and Charges. We will continue to charge you all applicable Overdraft Fees and include them in the Overdraft Privilege coverage limit. You must promptly pay the total Overdraft Privilege balance on your Account and applicable Fees to remain in good standing.

(c) Other Overdraft Protection Options. You may also choose other options to avoid Overdraft Fees. With "Overdraft Transfers" you may choose to have Overdraft protection from another checking or savings Account from which we will automatically transfer funds to cover Overdrafts. We also offer lines of credit products that may provide Overdraft protection by advancing funds to cover

Overdrafts subject to availability on the line. For more information regarding availability of these options please contact us.

10. Deposits to Your Account. The following terms apply to deposits and other credits to your Account.

(a) Making Deposits. You may make deposits in person at one of our branches, by mail, electronically, or by any other means we make available to you. In addition to any other warranties you provide to us under applicable law or under the Agreement regarding Items you deposit or cash, for each Item that you deposit or cash you warrant that: (i) all signatures on the Item are authentic and authorized, (ii) you have the right to enforce the Item, (iii) the Item has no changes or alterations, (iv) the Item is valid, and (v) there are no claims made against the Item. You authorize us to accept all transfers, checks, and other Items for deposit to your Account from anyone at any time if made payable to you or to your order. We will have no responsibility for a deposit until we have received and accepted it. We may refuse to accept all or any part of any deposit in our sole discretion at any time, even after we initially accept it, or we may impose conditions on any deposit. We will verify Items deposited before we issue any deposit receipts.

(b) Remotely Created Checks. A "remotely created check" is a check created by the payee and not signed by the account Owner. You agree that you will not create any remotely created checks unless we separately agree in writing to allow such activity. If you attempt to deposit a remotely created check in your Account, we may accept it for deposit, refuse it, or accept it as a conditional deposit until we collect the amount, in which case our Regulation CC Funds Availability Disclosure will not apply. When you deposit a remotely created check in your Account, you warrant and agree that: (i) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check, (ii) you will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask, (iii) if the check is returned, you owe us the amount of the check, regardless of when the check is returned, and (iv) you will pay all costs incurred by the Bank in depositing the check in your Account. We may take funds from your Account to pay the amount you owe us, which will reduce your Available Balance and may result in Overdrafts. In the event a warranty claim is made pursuant to Regulation CC in relation to a remotely created check you present to us, we have the right to charge any of your Accounts.

(c) Notice of Deposits. We do not have to notify you of any order to deposit funds to your Account other than the notice you receive in your Statement.

(d) Collection Items. We may handle checks and other paper Items as "collection items" instead of deposits. This means that instead of accepting the Item for deposit into your Account, we will send the Item to the issuer's bank for payment and credit your Account when we receive payment for the Item. We may charge a Fee for this service; see the applicable Schedule for your Account for details. If the collection Item is returned unpaid, we will return it to you.

(e) Check Cashing. We may refuse to cash a check or other noncash Item payable to you and require you to deposit the Item into your Account instead of cashing it. If we cash a check or other noncash Item for you, we may put a Hold on your Account for a corresponding amount until we collect it or must release it under applicable law.

(f) Crediting of Deposits; Returns. We will credit all non-cash Items deposited to your Account subject to our receipt of final payment by the payor bank. When you make a non-cash deposit and we credit your Account for that deposit, this credit is provisional (temporary) until we receive payment on it. We may reverse or otherwise adjust any deposit or other Credit erroneously made to your Account at any time and without prior notice to you. We may charge back or otherwise Debit your Account or other Accounts you hold with us for any deposited Item returned unpaid for any reason, even if you have made withdrawals against it, if we do not receive final payment of any Item or there is another problem related to the Item (for example, that the Item was altered or forged). If your Available Balance has insufficient funds to cover the amount of the returned Item plus any applicable Fees, it may create an Overdraft. You authorize us to do one or all of the following with respect to a returned Item without prior notice and at any time: (i) charge your Account or any other Accounts you have with us for the amount of the returned Item, any interest paid on that Item and any other fee we pay or incur, (ii) put a Hold on your Account or any other Accounts you have with us for the amount of the Item until we resolve the claim or problem, (iii) resubmit the Item for payment by any means or attempt to collect the Item by other means, and (iv) pay any claim related to the Item.

If we return an Item, the party that presented the item for payment may have the right to make a second or subsequent request for payment. If we receive such a second or subsequent request for payment, we will treat the request as a separate Item different from the Item(s)

previously presented. This means that if a second or subsequent request for payment is made, and it again exceeds the available balance on your Account at that time, we may either pay or return the Item. If we pay the Item, we may charge an Overdraft and Returned Item Fee. In connection with the return of an Item, we will have no duty to question the facts asserted to assess the timeliness of any claim or to assert any defense. If a charged back Item becomes lost in the process of collection or unavailable for return, we may rely upon a photocopy of the Item or upon any other generally accepted notification of return of the Item.

(g) Restriction on In-Branch Deposits. Large cash deposits present a safety issue for Bank employees and customers; therefore, Bank reserves the right to refuse cash deposits to your Account that are presented at a branch location that exceed an amount the Bank may establish from time to time.

(h) Deposit Reconciliation. The amount shown on your deposit slip or otherwise provided when you make your deposit determines the amount of your deposit. After you make your deposit, we may verify the accuracy of the deposit amount, although we may not do so in every case. If our verification determines an inaccurate deposit amount, we may adjust your Account for any discrepancy by Credit or Debit. If you discover an error in your Account, we may adjust only if you notify us of the discrepancy within thirty (30) days of the date of your Account statement that shows the deposit. If you do not notify us of the error during this notice period, we will consider the deposit amount as final. We may change our standard adjustment amount at any time without notice to you.

11. Withdrawals From Your Account. The following terms apply to withdrawals from and other debits to your Account:

(a) Making Withdrawals. You may make withdrawals from your Account in any manner permitted by us for the type of Account that you have opened. When you ask for a withdrawal in person, we may require you to show identification or other evidence satisfactory to us proving that you are authorized to make withdrawals. We may restrict withdrawals and transfers from your Account as provided in this Agreement, applicable Schedules, or applicable law. We do not have to allow you to make a withdrawal from your Account if you have insufficient funds in your Available Balance to cover the full amount of the withdrawal. We may also refuse to allow a withdrawal if we have a Hold on the Account, including a dispute or other legal process, you have pledged the Account as

collateral for a debt, you have not presented any required documentation, or you fail to repay any Debt to us.

(b) Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from one of your checks to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH Debit transaction. The transaction transfers electronically through the ACH system and debit the funds directly from your Account and deposited automatically into the merchant or payee's account. When you use information from your check to make an Electronic Funds Transfer, funds may be withdrawn from your Account as soon as the same day you make your payment. A description of the transaction will appear on your Statement. We will not include checks used in these types of transactions with your Statement or otherwise return them to you. This type of Electronic Funds Transfer is governed by the Electronic Funds Transfer Act and subject to the Electronic Transaction Disclosure and Error Resolution Notice.

(c) Checks Re-Presented Electronically. If we receive a deposited Item as returned unpaid, we may choose to redeposit the Item either in its original form or by converting it to an electronic payment and redepositing it as an ACH entry without notice to you. Checks re-presented electronically will not be included with your Statement or otherwise returned to you. This type of check conversion does not create an Electronic Funds Transfer subject to the terms of the Electronic Transaction Disclosure and Error Resolution Notice.

(d) Pre-Authorized Drafts. If we cannot enforce presentment and transfer warranties on remotely created checks drawn on your Account under the Federal Reserve Board's Regulation CC, and you have voluntarily given information about your Account (such as our routing number and your Account number) to a party seeking to sell you goods or services without physically delivering the check to the party, we will consider any Debit to your Account initiated by the party to whom you gave the information as authorized by you.

(e) Non-Customer Check Cashing Fee and Identification. If a non-customer of the Bank presents a check drawn against your Account for payment over the counter, we may require identification meeting our standards, and we may charge the person a service charge for cashing the check. We may refuse to cash the check and we will have no liability to you for wrongful dishonor in refusing to cash the check if: (i) the person attempting to cash the check refuses

to comply with our identification standards or refuses to pay a service charge, or (ii) we have reason to believe or suspect that the person attempting to cash the check has no rights to the funds or some other problem with the check exists.

(f) Large Cash Withdrawals. We may place reasonable restrictions on the time and method of any large cash withdrawal, including by cashing a check. This may include requiring advance notice before we allow such a withdrawal. We may also impose other conditions for making large cash withdrawals, and we may refuse the cash withdrawal if you do not agree with these conditions.

(g) Notice Requirement. We may require you to give at least seven (7) days written notice prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market Account. Although we usually pay withdrawals or checks without notice on these Accounts, doing so does not mean that we give up this right.

12. Checks and Items. The terms and conditions of this Section may apply to checks and other Items that are drawn against your Account, Items that you cash or deposit, or both.

(a) Endorsements. We may require an endorsement for the deposit, transfer, or negotiation of a non-cash Item you cash or deposit in your Account. You should endorse all checks and other non-cash Items deposited to your Account payable to the order of us for deposit only. All endorsements must appear on the back of the check or other Item within the first 1-1/2 inches from the left side of the Item when looking at it from the front. We may refuse to deposit, pay, or cash any Item or accept any Item for deposit if we cannot verify to our satisfaction that the Item has all necessary endorsements. We may accept Items without such endorsement, with non-conforming endorsements, or otherwise do not meet our endorsement requirements. We will have no liability to you for accepting such Items, and you will be responsible for any Losses incurred by us due to the return of the Item or any delay in processing the Item. You authorize us to supply your endorsement to any Items you present to cash that we accept for collection or deposit to your Account. You also authorize us to collect any Item payable to you but missing an endorsement and agree that we do not have to supply your endorsement before collecting the Item.

(b) Review of Items and Signatures. You understand that we use automated collection and payment procedures like most other banks so that we can process the greatest

volume of Items at the lowest possible cost to our customers, and our procedures provide for inspection of Items, including signatures, only in certain limited circumstances. We may not maintain signature cards for any Account, and regardless of whether we maintain signature cards, we have no obligation to inspect any Item for the presence or authenticity of any signature. Considering this, you agree that we have exercised ordinary care in using such procedures and in paying an Item if we examine only those Items that we have identified for review based on our internal criteria as updated from time to time. If we inspect an Item drawn against your Account, we may use your signature provided on the signature card or other documentation on file in doing so. You authorize us to store and use the information on your signature card in any reasonable form we deem necessary, including any digitized signature capture process. If we return an Item because we believe it did not match a signature on file, we will have no liability to you even if the Item was authorized. We will have no liability to you if we fail to detect a forgery of your signature or an alteration of one of your Items if the forgery or alteration would prevent a reasonable person from detecting it. We will have no responsibility for reviewing the number or combination of signatures on or with an Item drawn against your Account, even if you specify that you require multiple signatures for Items drawn against your Account or specify any other signature requirements, and you agree that such requirements are for your internal control purposes only.

(c) Non-Handwritten Signatures. A “non-handwritten signature” is any mechanically reproduced signature, including without limitation facsimile signatures or other forms of mechanically reproduced signature (such as desktop publishing, digitized, or computer software generated signatures). If you use non-handwritten signatures, we will treat these as your signature or endorsement and not as a forgery or unauthorized signature regardless of whether you acted with or without negligence. You agree you will have the sole responsibility for maintaining security of any non-handwritten signature and any device by which you affix a non-handwritten signature. You bear the entire risk for the unauthorized use of such non-handwritten signatures or device regardless of whether you acted with or without negligence. You further agree to indemnify and hold us harmless from and against all Losses we or you may suffer or incur because of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it.

(d) Check Legends and Notations, Amount of Check. We have no obligation to act on, or for failure to notify you of, any “restrictions” on an Item (including without limitation legends, notations and other restrictive or conditional language such as “Void after 90 Days,” “Paid in Full,” or similar statements). We may pay any Item drawn against your Account regardless of any such restrictions printed on it. If the numeric amount on an Item drawn against your Account does not match an amount written out in words, the written amount shall prevail over the numeric amount when paying that Item.

(e) Dates on Items. We reserve the right to pay or return Items drawn against your Account without notice to you and without any liability to you, regardless of whether an Item has a date more than six (6) months in the past or the Item has no date. If you date a check in the future (referred to as a “post-dated” check) and the check is presented for payment before the date of the check, we may pay it or return it unpaid in our sole discretion. We will have no responsibility to you for any Losses you sustain if we pay the check.

(f) Use of Check Images and Substitute Checks. For each original check that you deposit, you authorize us (and any collecting bank, returning bank, Federal Reserve Bank, or processor that subsequently receives the original check) to create an electronic image (“check image”) of the original check and to process that check image for collection, payment, and return. You further authorize the destruction of the original of the imaged check. We may in our sole discretion determine the way we collect or return a check image. We may (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check instead of the check image as governed by the Check Collection for the 21st Century Act referred to here as the “Check 21 Act”. We may collect a check image or a substitute check through one or more check clearinghouses, through one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the rules of the clearinghouse, Federal Reserve Bank or exchange agreement will govern the processing of the check image or substitute check. You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a returned check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt or review of the original check associated with the check image. In our sole discretion, we may return to a

presenting bank, returning bank or paying bank, or post to your Account, a paper copy or paper representation of an original check, including without limitation an image replacement document (IRD) or a photocopy, drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check. You agree that a check image received or created by the Bank in the check deposit, collection, or return process will constitute a "check" and/or an "item" for all purposes under this Agreement and applicable law. In addition, we may truncate and replace with a substitute check any check that you deposit with us or draw on your Account. You authorize us to pay, process, or return a substitute check in the same manner as "check" or "item" under this Agreement. The Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act, govern substitute checks. You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage, or expense that you or any other person may incur directly or indirectly from any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.

(g) Foreign Items/Foreign Currency. A "Foreign Item" is an Item drawn on a financial institution not chartered in the U.S. or payable in a foreign currency. We may accept Foreign Items for deposit or collection. Our Regulation CC Funds Availability Disclosure does not apply to any Foreign Item we accept for deposit or collection. If we accept a Foreign Item for deposit or collection, we will determine the actual amount you receive by using our exchange rate in effect at the time we receive payment for the Item. You accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the Item, and you will have responsibility for any Losses incurred by us because of our processing a Foreign Item. If we receive a return on a Foreign Item we accepted for deposit or collection for any reason, we will charge your Account at the applicable exchange rate in effect at the time of the return, which may exceed the exchange rate originally used for the deposit.

(h) Lost or Destroyed Items. We will have no liability for the loss or destruction of an Item or notice of nonpayment in transit or not in our possession. If an Item you cash or deposit is lost or destroyed, you agree to cooperate with us in recreating it. If you fail to cooperate with us, we may at any time without notice to you reverse or otherwise adjust any Credit made to your Account for the lost or destroyed Item. If we cannot collect on any Item you cash or deposit because it is lost or destroyed through no fault of ours: (i)

we will have no responsibility to you for the actions or inactions of any collecting or returning bank, and (ii) we may deduct the amount of that Item from your Account and reverse any interest we paid in connection with the deposit.

(i) Checking Sub-Accounts. For accounting purposes, each checking Account may consist of two (2) sub-Accounts: a transaction sub-Account to which we post all financial transactions, and a holding sub-Account into which we transfer Available Balances above preset levels daily. We may transfer funds between these sub-Accounts for our internal accounting records. Both sub-Accounts are treated as a single Account for purposes of your deposits and withdrawals, access and information, tax reporting, Fees, FDIC insurance coverage, and payment of interest, if applicable.

(j) Checks and Forms. You must use checks and other documents on forms we provide to you, or we approve. You must comply with our specifications for such Items. We will have no liability for the untimely return of any Item you have issued or any presentment-related problem resulting from the failure of an Item to conform in any respect to our specifications. We will have no responsibility for Losses that result from improper printing on documents we did not approve. We may refuse to accept for deposit or pay checks in a form that we cannot process using our customary equipment.

(k) Lost or Stolen Checks. If you lose or someone steals your unissued checks, or someone is issuing unauthorized paper Items against your Account, you must immediately notify us of this in writing. If we become aware of or suspect any such problem, we may take one or more of the following actions: (i) close your Account and open a new account, (ii) dishonor any check you indicate or we believe lost or stolen, or (iii) pay such a check, provided you instruct us to pay it and given the number of that check. Unless otherwise provided by applicable law, you will have liability for any Losses that result from your failure to use ordinary care in safeguarding your unissued checks.

M. Stop Payment Orders. You may request us to place a stop payment order ("Stop Payment") on checks and other Items drawn or charged against your Account. We may charge you a Fee each time you request a Stop Payment. The content of a Stop Payment must include: (i) your name, (ii) the date of the Item, (iii) the Account number on which the Item is drawn, (iv) the exact amount of the Item, (v) the Item number (or range of numbers if applicable), (vi) the name of the payee, and (vii) any other information we request. We may process a Stop Payment using only a

portion of this required content. We will have no liability for failing to honor a Stop Payment based upon incorrect or incomplete information we rely on in processing a Stop Payment. We will send you a confirmation letter detailing your Stop Payment. You must notify us immediately of any inaccuracies in the confirmation letter. We will only process a Stop Payment if we receive it in a time and manner giving us reasonable opportunity to act upon it before we pay, accept, or otherwise become accountable for the Item(s) covered by the Stop Payment. We will verify that we have not already paid the Item before processing the Stop Payment. Unless otherwise provided, each valid Stop Payment processed by us will expire six (6) months after the date you request the Stop Payment. We may pay any Item covered by a Stop Payment after it expires with no duty to notify you except for identifying the Item as paid on your Statement. You may renew a Stop Payment for an additional six (6) month period following the date it would otherwise expire if you renewed it before the Stop Payment expires. We will treat each renewal as an additional Stop Payment, and we may charge a Fee. We shall have no obligation to advise you of an expiring Stop Payment. You may not stop payment on an official bank check, certified check, cashier's check, or teller's check issued by us or request us to Stop Payment on any Item if we have already paid, accepted, or otherwise become accountable for the Item. You agree to indemnify the Bank for any Losses we incur due to your Stop Payment and our refusal to pay the Item. You assign to us all rights against the payee or other holder of the check and agree to cooperate with us in any legal actions that we may take against such parties.

If you have told us in advance to make regular payments from your Account, you can stop any of these payments by contacting us in time for us to receive your request three (3) Business Days or more before the scheduled payment. Once you place a Stop Payment on a preauthorized transfer, Bank will not make any more preauthorized transfers to the designated recipient of your payment.

13. Account Ownership. We offer the following types of Account ownership. We may rely solely on our records to determine the form of ownership of your Account.

(a) Joint Accounts. Each Joint Owner can perform all actions available to an Owner of any Account. The Joint Owner may make deposits and withdrawals, issue Stop Payments, close the Account, transfer funds to or from the Account, pledge the Account as collateral for any obligation, and otherwise transact on the Account. The Joint Owner may also make changes or give instructions on the Account, including but not limited to enrolling in services, adding other signers to the Account, and providing a power of attorney. Any act by

a Joint Owner constitutes an act by each Joint Owner represents the ratification and approval of all Joint Owners. Each Joint Owner has joint and several ownership. This means each Joint Owner has full and personal liability under the terms of the Agreement including liability for Overdrafts and Debit balances, regardless of which Joint Owner benefited from or initiated the transaction. We have the right to endorse any checks, drafts, or other orders for payment made out to any of the Joint Owners and deposit these Items into the joint Account. Each Joint Owner consents to the Bank sharing confidential information with the other Joint Owners including but not limited to information related to garnishments and set-off liabilities of other Joint Owners that may result in Debits to the Account.

Unless the Bank agrees otherwise in writing or applicable state law requires other treatment, all Joint Owners will be treated as joint tenants with rights of survivorship. Upon the death of a Joint Owner, their interest in the Account will transfer to the remaining Joint Owner(s) and the decedent's estate will have no rights to the Account. If Joint Owners are treated as joint tenants without right of survivorship (sometimes referred to as "tenants in common"), upon the death of a Joint Owner the proportionate ownership interest in the Account will pass to their estate subject to the right of the Bank to act upon the written instructions of any or all the remaining Joint Owners. We will pay the Account balance in equal shares upon a Joint Owner's death unless a prior written agreement with the Bank defines unequal ownership shares in the Account. We have no obligation to release funds upon the death of a Joint Owner until we receive all required legal documents.

14. Death or Incompetence. You must notify us immediately if any Account Owner or other person permitted to transact on your Account dies or a court has declared incompetent. We may continue to honor checks and other Items and instructions on the Account from such person until we have knowledge of the death or incompetent status, receive any documentation we request to verify the death or incompetence, and have a reasonable opportunity to act on that information. When we receive notice of death or incompetence, we may freeze or place a Hold on your Account and refuse to permit withdrawals or accept deposits. We may not release your funds until we receive documentation designating the owner of the funds. We may accept and comply with court orders and take direction from any court-appointed representatives, guardians, or conservators from other

states outside the state where the Account or the Account Owner resides. In the case of an Account owned by a sole proprietorship, we may place a Hold on the Account and refuse to permit withdrawals or accept deposits until we receive any documentation we reasonably request and determine who is entitled to the funds.

15. Changes of Account Type. We may convert your Account to another type of deposit Account we offer (e.g., change the Account type from a savings account to a demand account, or change the product within the same Account type) at any time subject to any notice required by applicable law. If you have a high volume of activity, inappropriate activity, or a negative balance or if we stop offering the type of Account you have, we may convert your Account to another type of Account designed to accommodate your needs. We will provide information about any new Account we open for you when we convert your Account.

16. Notices to Bank.

(a) To You. Notice to any Owner constitutes notice to all Owners of your Account. All Statements, notices, and other communications and writings we send to you regarding the Agreement, a service, or your Account (collectively, "Notices") are effective when sent to the address we have on record for the Account or to such address designated by any Owner of the Account. We may also provide Notices by a message included in your Statement. If you have agreed to electronic delivery, we may provide Notices to you by email, posting on our website, or such other electronic methods as permitted under applicable law. We have no responsibility for Notices lost while not in our possession (e.g., lost in the mail or by you after delivery). If we receive any Notices returned as undeliverable, we may discontinue sending Notices to you, but the information contained in such Notices will remain effective and available to you on the date we would have mailed or otherwise provided to you pursuant to the Bank's notification process (e.g., by email or posting on our website, if you have agreed to electronic notices) and will bind you as of the date set forth in such Notice. You agree that the procedures described herein establish an acceptable method of delivery of Notices to you, and you will indemnify and hold us harmless for following these procedures.

(b) To Bank. You must send notices to the Bank under this Agreement in writing to the address set forth on the "Contact Us" page or to such address as Bank otherwise specifies in writing. Notices sent to Bank become effective (i) upon receipt, if sent by overnight courier or hand delivery, or (ii) within five (5) days if sent by U.S. Mail. You

agree that Bank shall have a reasonable time to act on any notice that requires Bank to make changes in how you can access or use the Account.

17. Communicating with You. By opening and maintaining your Account with us, you give us and other companies working on our behalf to service your Account your express consent to make informational, servicing and collection calls, and text messages to any phone number you provide while you have an Account with us or any number you have called us from, including calls to mobile phones and home landline telephones. You also agree that we and other companies working on our behalf to service your Account may make calls concerning your Account by using an automatic telephone dialer and leave pre-recorded voice messages. These calls or messages may cause you to incur fees from your cellular provider or other service provider. If you give us an email address, you also consent to our contacting you by email. To the extent permitted by applicable law, we may deliver communications by electronic means if you have agreed to electronic notices, rather than by mail or other means. You acknowledge and agree that telephone calls and other electronic communications that we have with you may be monitored and recorded.

18. Legal Process. We may restrict your Account upon receipt of any legal process without advance notice (unless required by applicable law) to you and without any liability to you for doing so. "Legal process" means any document that appears to have the force of law that requires us to restrict, place a Hold on, or pay out funds from your Account. Legal process includes any subpoena, garnishment, levy, government request for information, forfeiture, seizure, bankruptcy, administrative, or other order from a court or government agency relating to your Account. We may accept and act on any legal process we believe valid including providing information about your Account and restricting or placing a Hold on your Account until we determine who has the legal right to the funds in the Account. This may include requiring a court order telling us where to pay the funds or pay funds from your Account pursuant to such legal process. We will retain our security interest and right of set-off against any legal process, and we may charge any fees or expenses we incur in responding to any legal process against your Account as Fees.

19. Inactive and Dormant Accounts. An Account becomes "inactive" when you have initiated no activity with your

Account. If your Account becomes inactive for six (6) months, and if permitted by applicable law, we may charge an inactivity Fee until your Account becomes active again or we close it. See the Fee Schedule for your Account for details. The Bank reserves the right to close an Account if it is inactive for a certain time and you have a zero balance, including new Accounts that you have not funded. If your Account remains inactive for a period of three (3) years, we will consider it dormant, and we may charge the dormancy Fee as set forth in the applicable Schedule for your Account, but we will not charge you a Fee for inactivity and dormancy. Unless prohibited by applicable law, we reserve the right to cease paying interest (if applicable) and to stop sending Statements on Accounts that are dormant. We will escheat dormant Accounts to the applicable state authority (in the state of Customer's last address of record with Bank) as unclaimed property in accordance with state law, and subject to applicable law, we may charge an escheatment Fee if this occurs. See the Fee Schedule for your Account for details.

20. Termination; Closing Your Account.

(a) Termination of the Account. You or the Bank can close your Account at any time, for any reason, without advance notice. We may ask that you provide your request to close your Account in writing. After you or we close the Account, if the Account has a positive balance, we will mail you a check for the final balance, reduced by any amount you owe us. You remain responsible for any outstanding transactions, service charges or Fees, or Overdrafts incurred before, during, or after we close the Account. After we or you close your Account, we may accept a debit or credit to your Account, even if doing so results in your Account becoming overdrawn. Alternatively, if we receive a debit or credit to your Account after it has closed, we may in our sole discretion return to the payee any debit or return to the originator any additional deposits or electronic credits, including but not limited to, Social Security, pension payments, and automatic payroll deposits, and you will have liability for any associated charges or Fees.

(b) Our Right to Close. We may require you to close your Account and to open a new Account if: (i) a change in Owners occurs, (ii) we receive information of a forgery or fraud reported or committed involving your Account, (iii) any Account checks become lost or stolen, (iv) you have too many transfers from your Account, or (v) you have violated any provision of our Agreement with you.

(c) Recurring Transactions. If you have arranged for recurring transactions to your Account with a third party whether in the form of Credits or Debits, you must notify this third party to stop these transactions once your Account closes. We may receive funds or other Credit transactions intended for your Account after it closes, but this does not mean your Account remains "open." We will have no liability to you if you do not receive any regularly scheduled deposit or if we do not make a regularly scheduled payment for you due to your failure to notify that party in a timely fashion of your Account closure.

(d) Returning Your Account Balance. We will return the remaining balance in your Account after it closes subject to the following conditions: (i) we may Hold any remaining Account balance until you claim it and determine you have the right to receive it, except as provided by applicable state law governing unclaimed property, and (ii) we will subtract any Fees, claims, set-offs, or other amounts from your Account balance before we return it to you. To return your Account balance, we may mail you a check for the applicable remaining Account balance to your last known mailing address.

21. Protection Against Fraud and Unauthorized Transactions.

(a) Internal Controls, Notice of Lost Checks or Devices. You have the responsibility to protect: (i) your Account Information, Account number(s) and other information related to your Account; (ii) any access device we provide for your Account (such as a Card) or equipment that may allow access to your Account; and (iii) your checks and other paper Items. You agree to institute and maintain reasonable and effective procedures to prevent fraud, misuse, and unauthorized use of your Accounts and to ensure the security of your checks and check stock, account numbers, security procedures, access devices, access to the Accounts and your internal procedures including those anti-fraud measures the Bank provides or makes available on our Website or through customer communications ("Anti-Fraud Measures"). You represent and warrant that you maintain and enforce effective internal controls including Anti-Fraud Measures to ensure that you authorize the personnel who use the Accounts. You must notify us as soon as possible of any known or suspected loss, theft, or unauthorized use of your checks or any Card, code, or access device. Until the Bank has received and has had a reasonable opportunity to act on such notice, the Bank may maintain debits and honor transactions affecting your Account when using any such checks, Card, code, or device except as otherwise provided by applicable law. The Bank may close the Account, permit withdrawals by you or

issue new evidence of an Account on such conditions as the Bank may require.

(b) Risk of Loss and Controlling Risk. You understand unauthorized Items provide a growing risk of losses. In addition to the Anti-Fraud Measures you can implement on your own, we offer a variety of Services designed to assist you in reducing or minimizing the incidence of check, ACH, and other fraud and unauthorized activity in your Accounts. To the extent you choose not to use one of these Services or fail to implement or take Anti-Fraud Measures reasonable for your Accounts, and the use of that Service or Anti-Fraud Measure could reasonably have prevented the incidence of fraud, unauthorized activity or loss suffered by you, you will assume the risk of such fraud, unauthorized activity, or loss incurred, and you will hold the Bank harmless for such fraud, unauthorized activity or loss.

22. General Terms.

(a) FDIC Insurance. The Federal Deposit Insurance Corporation ("FDIC") insures your deposits up to the applicable limits under the FDIC insurance coverage rules based on the category of Account ownership. You may obtain more information and tools to determine federal deposit insurance coverage from the FDIC on its web site at www.fdic.gov or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired). Your deposits will be insured based upon your Account relationship with Bank. Please note the divisions of HTLF Bank are the same legal entity as HTLF Bank and are not separately FDIC insured. The bankers at the Bank can also provide you with information about the FDIC insurance coverage on your Accounts.

(b) Special Provisions for Pass Through Accounts. If you open an Account on behalf of the legal or beneficial owner(s) of the funds in the Account (for example as a trustee, agent, nominee, guardian, executor, custodian, or funds held in some other capacity for the benefit of others), those legal or beneficial owner(s) may receive "pass-through" insurance from the FDIC. This means that the funds held on behalf of each legal or beneficial owner(s) in the Account may qualify for the full FDIC deposit insurance coverage. To ensure that the legal or beneficial owner(s) of the funds qualify for the appropriate amount of FDIC deposit insurance coverage as depositors, you must provide a record of the interests of the actual Owner(s) in accordance with the requirements if the Bank fails. You may obtain more information and tools to determine federal deposit insurance coverage from the FDIC on its web site at www.fdic.gov or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired).

(c) Indemnity, Limits on Liability. For the purposes of this Section, "Bank," "we," and "us" includes us and our affiliates, officers, directors, employees, and agents. You agree to indemnify us and hold us harmless from any and all Losses resulting directly or indirectly from, arising out of or in any way connected with: (i) your use of the Account and any transaction on the Account, (ii) the Agreement and your performance under the Agreement or your breach of any terms of the Agreement, including failure to comply with applicable law, and (iii) services we provide to you under the Agreement or pursuant to your instructions; provided, that you shall have no obligation to indemnify us for any Losses resulting from our gross negligence, willful misconduct or bad faith.

You agree that we will only be liable to you to the extent we acted with gross negligence or willful misconduct and those actions resulted in a direct financial loss to you. We will have no liability for: (i) errors or omissions that do not result in a financial loss to you, (ii) any Losses that result from our use of customary banking practices or for any Losses provided that we have acted in good faith and with ordinary care, (iii) any action we have authority or permission to take by the Agreement (including without limitation making deductions to your Account or putting a Hold on your Account), even if this results in your Account having insufficient funds or causes an Overdraft or otherwise causes you to incur Fees, expenses, or damages, (iv) your misconduct, errors or negligence or an act or failure to act of any person not directly within our control, (v) anything we do in following your instructions or for not following such instructions if we reasonably believe that this would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices or applicable law, and (vi) any Losses arising out of the systems and software utilized by you to initiate or process banking transactions. IN CONNECTION WITH YOUR ACCOUNT AND THE AGREEMENT, YOU AGREE THAT WE WILL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS REGARDLESS OF THE CLAIM OR FORM OF ACTION AND EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR COULD REASONABLY FORESEE SUCH DAMAGES OR LOSSES.

If we fail to stop payment on an Item, or pay an Item bearing an unauthorized signature, forged drawer's

signature, or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the Item. Neither you or we will be deemed to be in default of any of the obligations required to be performed under the Agreement or be liable to the other for any failure, error, malfunction or delay in carrying out any of our obligations under the Agreement because of circumstances beyond your or our reasonable control, including, without limitation, any act of God, natural disasters, accident, equipment failure, system failure, labor dispute, pandemic, the potential violation of any guideline, law, rule, regulation, order or decree of any government authority or an emergency that prevents us from operating normally, or the failure of any third party to provide any service used in connection with providing services to you under the Agreement. Without regard to care or lack of care by you or us, you agree that you cannot commence any claim, legal action or proceeding against us regarding your Account or this Agreement unless you do so within one (1) year from the date that the event giving rise to the claim first occurred, regardless of when you first learned of that event. This Section will survive closing of your Account and termination of the Agreement.

(d) Assignability. You agree that you may not sell, assign, or pledge your Account, give a lien or security interest in your Account, or otherwise transfer your Account or a portion of your Account to a third party, except with our prior written consent. If you transfer your rights in an Account as set forth above without our written consent, that transfer will not have valid or binding effect on the Bank. Any pledge or grant of security interest in your Account we approve remains subject to any right we have under this Agreement and applicable law. If you request to assign or otherwise transfer ownership of your Account, we may require the Account be closed and a new account opened in the name of the transferee, assignee, or pledgee. We may prevent you from withdrawing or transferring funds from your Account if you transfer ownership of your Account.

The Bank may sell or assign its rights and obligations under this Agreement, including your Account, without your consent including, but not limited to: (i) any merger, consolidation, or acquisition involving the Bank or its parent company, or the sale or transfer of all or substantially all of the assets or stock, or (ii) the sale or other disposition of the Bank's assets or liabilities to which this Agreement or your Account relates. The Bank will use

reasonable efforts to notify you of any such sale or assignment if required by applicable law.

(e) Governing Law; Jury Trial Waiver.

(i) Except as otherwise provided in the Arbitration Provision herein, the laws and regulations the state of the branch or retail office's location where you opened your Account governs this Agreement without regard to such state's choice of law or conflict of law principles. If you open your Account by mail initiated by an application taken over the phone, the internet, or electronically, and we have a branch or retail office in your state of residence at the time you open your Account, the laws and regulations of your state of residence when you open your Account, without regard to such state's choice of law or conflict of law principles shall govern this Agreement. If we do not have a branch or retail office located in your state of residence when you open your Account, and you open your Account by mail initiated by an application taken over the phone, the internet, electronically, or in person by a Bank representative outside of a branch, then you agree that (i) this Account is deemed opened in the State of Colorado, (ii) all applicable funds are deemed to be deposited into and withdrawn or transferred from the Account located in Colorado, (iii) our agreement to open this Account, and all decisions we make now and in the future concerning or affecting this Account, occur in Colorado. Therefore, the laws and regulation of the State of Colorado shall govern this Agreement and your Account and will remain subject to Colorado laws even if we subsequently open a branch or retail office in your state without regard to Colorado choice of law or conflict of law principles. All applicable preemptions afforded to national banks by the laws and regulations of the United States of America shall always govern this Agreement.

(ii) Claims and Disputes Not Submitted to Arbitration. With respect to all claims and disputes that are not submitted to arbitration pursuant to the Arbitration Agreement (Section 23), **YOU AND WE EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW** and you consent to service of process, personal jurisdiction and venue in the state where your Account was opened and waive the right to claim that it is an inconvenient forum. You acknowledge that we would

not have opened or maintained any Account for you if this waiver of jury trial were not part of the Agreement.

(f) Entire Agreement. The Agreement including any Schedule and any other document we specifically incorporate herein in writing, constitutes the entire agreement between you and us regarding your Account and supersedes any prior oral or written representations, conditions, warranties, understandings, proposals, or agreements regarding your Account.

(g) Monitoring. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. In addition, we may monitor, record, and retain telephone conversations, electronic messages and other data transmissions between you and us at any time and without notice, unless applicable law requires otherwise. We will have no liability for doing or failing to do so.

(h) Illegal Activities. You agree to comply with applicable law, including without limitation economic sanctions and anti-money laundering laws and all regulations issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury. You agree not to use your Account for any illegal activity, including unlawful internet gambling or the purchase of goods or services in violation of the law. We may refuse any gambling transaction, whether lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal or suspicious activity. If we suspect that you or anyone else is using your Account for illegal activities, we may close your Account, put a Hold on your Account and any other Accounts you have with us or both without notifying you in advance, unless otherwise required by applicable law.

(i) Third-Party Beneficiary. Unless otherwise expressly set forth herein, no person will be deemed to be a third-party beneficiary under the Agreement.

(j) Survival. The applicable terms of the Agreement continue in effect after we or you close your Account or after this Agreement is terminated.

(k) Severability. If a court finds any provision of the Agreement invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so

modified, it will be stricken from the Agreement and all other provisions of the Agreement in all other respects will remain valid and enforceable. **Notwithstanding any contrary provision in this Agreement, if a court finds the Class Action Waiver in Section 23(c) below illegal or unenforceable, the agreement to arbitrate will also be unenforceable.**

(l) Waiver. If we fail to exercise any of our rights under the Agreement, that failure will not waive that right or any other right, and we may still enforce our rights in the future.

(m) Conflicts. If the Agreement conflicts with any statements made by one of our employees or agents, the terms of the Agreement will control. To the extent that terms of this Agreement directly conflict with the terms of any other written agreement between you and us relating to any Accounts or services provided by us, the specific terms of such other agreement shall control.

(n) Captions and Headings. Captions, headings, and subheadings used in the Agreement are only for reference purposes and are not intended to limit the meaning or scope of the terms and conditions of the Agreement.

(o) English Language. English shall control the language of the Agreement. We may translate the Agreement, or any documents or materials related to it into another language for the purposes of convenience. However, any discrepancy between English language materials and materials in another language, the English language version prevails and controls unless applicable law provides otherwise.

(p) Fiduciary Relationship. Our relationship to you concerning your Account is that of debtor and creditor. No fiduciary, quasi-fiduciary, or special relationship exists between you and us.

23. Arbitration Agreement.

(a) Disputes Subject to Arbitration. Upon the election of either of us, you and we will resolve any dispute relating in any way to your Account or transactions on the Account or otherwise arising under this Agreement (a "Dispute") by the dispute resolution procedures described herein, including binding arbitration in accordance with the terms of this Section (the "Arbitration Agreement"). A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any

aspect of this Agreement, your Account, any transactions therein, and your deposit relationship with us. A "Dispute" includes any disagreement about whether the terms of this Arbitration Agreement are enforceable or valid, the meaning of this Arbitration Agreement, and whether a claim or disagreement is a Dispute subject to binding arbitration credit obligation. For clarification and without limiting any of the foregoing or following provisions in this Section, the arbitrator shall decide what is subject to arbitration unless prohibited by law and shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim.

(b) How to Resolve a Dispute. If you and we cannot settle a Dispute through informal discussions or negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Consumer Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If you and we cannot resolve a Dispute informally or through mediation, you and we agree to submit to binding arbitration as described herein; provided, however, that any party may require that a Small Claims Court resolve a Dispute if the Dispute and related claims are fully within that jurisdiction. Either may demand arbitration before the initiating the judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, crossclaim, or any answer thereto, or any amendment to any of such pleadings. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(c) Jury Trial and Class Action Waiver. **YOU UNDERSTAND THAT DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU AND WE AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION ON A REPRESENTATIVE BASIS WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION AGREEMENT.** No party may join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the public or in a private attorney general capacity.

(d) Governing Rules. Any arbitration proceeding will be: (i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict choice of law provision in any of the documents between the parties, and (ii) conducted by the American Arbitration Association ("AAA") in accordance with the AAA's consumer dispute resolution procedures (the "Rules"). You may obtain Rules and forms from the AAA at adr.org or by calling (800) 778-7879 or such other toll-free support phone number posted on the AAA's website. In any arbitration proceeding, discovery will occur in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. For clarification, the arbitrator shall have the discretion to award fees to a prevailing party if permitted by the Agreement or statute; or a single arbitrator may arbitrate using the AAA rules if the AAA is unavailable or unwilling to conduct the arbitration. The parties will mutually agree upon the location of the Arbitration proceedings, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Dispute. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.

(e) No Waiver of Provisional Remedies, Self-Help. This Arbitration Agreement does not limit your or our rights with respect to, and we can each exercise any lawful rights or use other available remedies to do any of the following: (i) preserve or obtain possession of property, (ii) exercise self-help remedies including set-off and repossession rights, or (iii) obtain provisional or ancillary remedies such as injunctive relief, garnishment or attachment; whether before, during, or after the pendency of any arbitration proceeding. This paragraph does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

(f) Conflicts; Survival. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision in the document that is most directly related to the subject matter of the Dispute shall control. This Arbitration Agreement shall survive the closing of the Account and the termination, amendment, or expiration of the Agreement or any relationship between the parties.

BUSINESS DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

CONTACT US

HTLF Bank Division	Phone	Address	Website
Arizona Bank & Trust	877.280.1857	2036 East Camelback Road Phoenix, AZ 85016	ArizBank.com
Bank of Blue Valley	877.280.1862	11935 Riley Street Overland Park, KS 66213	BankBV.com
Citywide Banks	877.280.1859	1800 Larimer Steet, Suite 100 Denver, CO 80202	CitywideBanks.com
Dubuque Bank & Trust	877.280.1851	700 Locust Street, Suite 401 Dubuque, IA 52001	DubuqueBank.com
First Bank & Trust	877.280.1864	9816 Slide Road Lubbock, TX 79424	FirstBankTexas.com
Illinois Bank & Trust	877.280.1853	4571 Guilford Road Rockford, IL 61107	IllinoisBank.com
Minnesota Bank & Trust	877.280.1860	7701 France Avenue South, Suite 110 Edina, MN 55435	MNBankandTrust.com
New Mexico Bank & Trust	877.280.1856	320 Gold Ave SW Suite 100 Albuquerque, NM 87102	NMB-T.com
Premier Valley Bank	877.280.1863	255 East River Park Circle, Suite 180 Fresno, CA 93720	PremierValleyBank.com
Wisconsin Bank & Trust	877.280.1855	119 Junction Road Madison, WI 53717	WisconsinBankandTrust.com

Commercial Banking Services Recommendation

Jennifer Larson
Chief Financial Officer

BACKGROUND

- 2007: Awarded to DB&T
- Reassess Banking Options
 - Fees and Interest
 - Account Structures
 - Online Platform Capabilities
 - Customer Support Options





TIMELINE

8/6/24: RFP Released

9/3/24: Proposals Due

10/1-10/3/24: Interviews

10/10/24: Committee Evaluation

11/04/24: City Council Award



Wel
ROBERT L. MARTIN
TERMINAL

RFP COMMITTEE

- Jennifer Larson, Chief Financial Officer
- Brian DeMoss, Finance Manager
- Keith Strey, Finance Project Manager
- Joe Pregler, Chief Security Officer
- Kate Weidemann, Finance Accountant



AVAILABILITY & QUALITY OF SERVICE

- Ability to meet current and projected service requirements
- Capacity to provide wide range of online services
- Experience of assigned staff
- Quality of references

Criteria	DB&T	Green State CU	Capra Bank
Availability & Quality of Service (35%)	35 Points	33 Points	33 Points
Branch Locations	4	1	1
After Hours Customer Service	Yes	No	No

COST

- Cost per identified activity and aggregate service costs
- Interest Rate/Effective Interest Rate
- Net Revenue: Interest Less Fees

Criteria	DB&T	Green State CU	Capra Bank
Cost(25%)	25 Points	22 Points	20 Points
Cost	\$0 – Waived	\$113,607.59	72,888.95
Interest Rate*	13-Week T-Bill plus 5 bps 4.57%	Fed Funds less 50 bps 4.63%	Fed Funds rate less 75 bps 4.38%
Effective Interest Rate	4.57%	4.63%	4.26%
Effective Int Above Current	\$747,427.44	\$757,803.74	\$693,817.16
Net Revenue: Interest Less Fees	\$747,427.44	\$644,196.15	\$620,928.21

* September 2024 Fed Funds Rate

TECHNOLOGY/ INNOVATION

- Addressed required items in section 6 of RFP
- Conversion/implementation plan

Criteria	DB&T	Green State CU	Capra Bank
Technology/Innovation (20%)	19 Points	17 Points	17 Points
Online Data	3 years	18 months	18 months
Vendor Account Change Verification	Yes	No	No

FINANCIAL STRENGTH/ STABILITY

- Efficiency, Common Equity Tier 1 Capital, Net Charge-Off, Net Interest Margin, and Return on Assets Ratios

Criteria	DB&T	Green State CU	Capra Bank
Financial Strength/Stability (15%)	13 Points	12 Points	13 Points
Efficiency Ratio	59.06%	56.59%	81.61%
Common Equity Tier 1 Capital	10.97%	8.35%	32.50%
Net Charge-Off Ratio	0.81%	1.31%	0%
Net Interest Margin	3.29%	1.76%	4.26%
Return on Assets Ratio	0.40%	0.17%	0.39%

COMPLETENESS & CONCISENESS OF RESPONSE (5%)

- Addressed all items in RFP

Criteria	DB&T	Green State CU	Capra Bank
Addressed all items in RFP(5%)	4 Points	5 Points	5 Points

TOTAL

Criteria	DB&T	Green State CU	Capra Bank
Total Points	96 Points	89 Points	88 Points

TOP 3 COMPARISON

Institution	Fees	Interest*	Net Interest
DB&T	\$0	\$747,427	\$747,427
Green State	\$113,608	\$693,817	\$644,196
Capra	\$72,889	\$757,804	\$620,928

*As computed using an average annual balance of \$17,293,835 in the General Checking

DB&T RECOMMENDED

- All existing account fees waived
- 13-Week T-Bill plus five basis points
- Waived FDIC insurance assessment
- Waived deposit ticket fees
- 3-Year online transaction history
- Proactive fraud alerts
- Accessibility: 4 Branch locations
- Customer Service 8 a.m. – 7 p.m.





ACTION REQUESTED

- Award five-year banking services agreement to DB&T
 - Waived fees
 - High interest revenue
 - Robust online banking
 - Proactive fraud prevention
 - Exceptional customer service
 - Multiple branch locations

THANK YOU



Jenny Larson (she/her/hers)

Chief Financial Officer | City of Dubuque

City Hall | 50 W. 13th St., Dubuque, IA, 52001

O: 563.589.4322 (M-Th 7:15am - 5pm & Fri. 7:15am- noon)

Finance & Utility Billing Hours: Monday – Thursday 7 am – 5 pm and Friday 7am – 1 pm

A large, white water tower with a blue band around its middle. The word 'DUBUQUE' is written in large, blue, serif capital letters across the band. The tower is situated on a hill with trees and a cityscape in the background. The sky is clear and blue.

DUBUQUE



THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

Commercial Banking Services Recommendation

Jennifer Larson
Chief Financial Officer

BACKGROUND

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- Reassess Banking Options
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Efficiency Ratio	59.06%	56.59%	81.61%
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- Award five-year banking services agreement to DB&T
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 - High interest revenue
 - Robust online banking
 - Proactive fraud prevention
 - Exceptional customer service
 - Multiple branch locations

THANK YOU



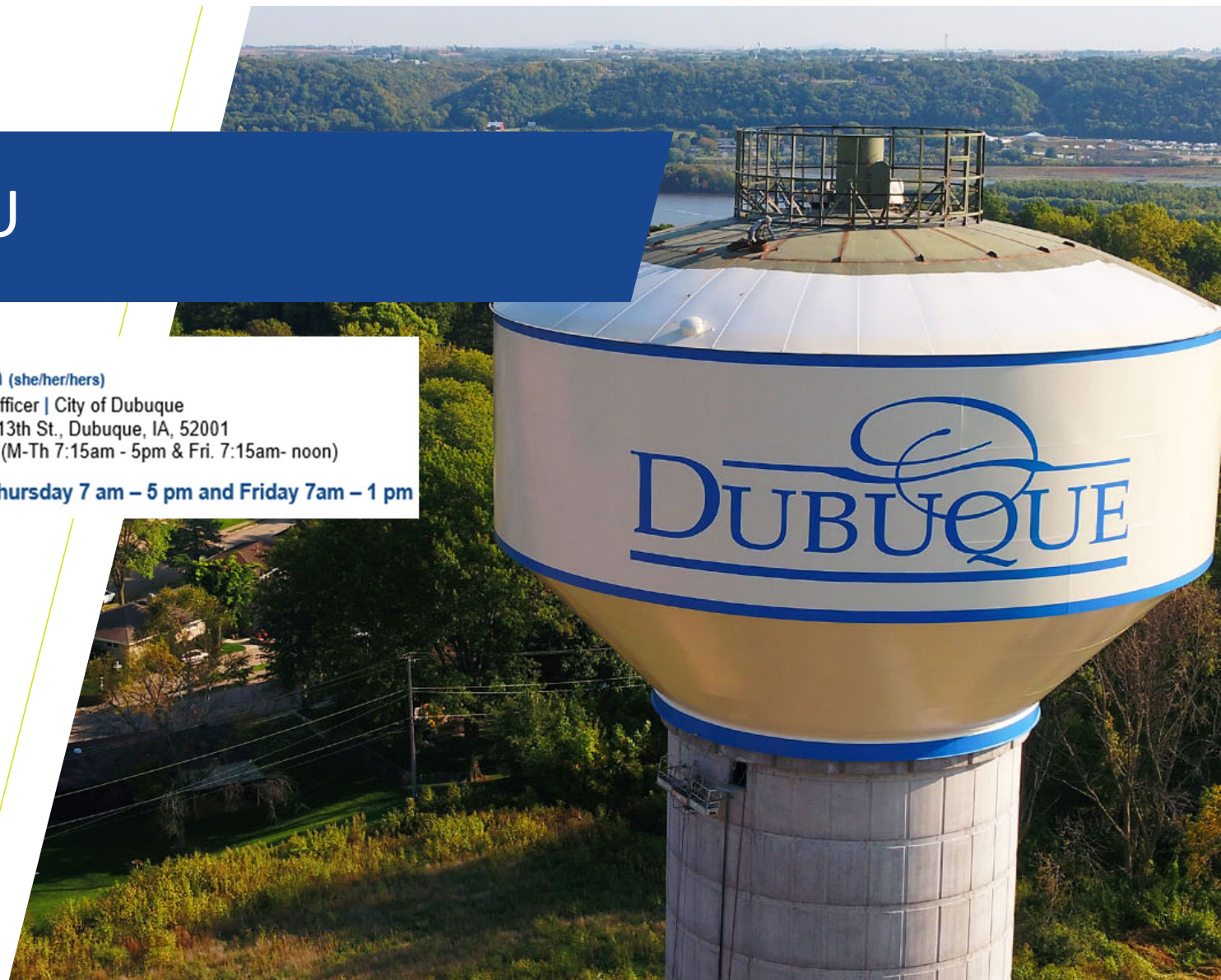
Jenny Larson (she/her/hers)

Chief Financial Officer | City of Dubuque

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**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE:	City Focus Magazine - February 2025 Issue
SUMMARY:	City Manager providing a copy of the February 2025 issue of the City of Dubuque's "City Focus" magazine, which was mailed to all postal addresses within city limits the week of January 27, 2025.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. City Focus Magazine - February 2025

City FOCUS

ROOTED IN PARTNERSHIPS

How Collaboration Cultivates
Community Growth

PAGE 25
BRANCHING OUT
DUBUQUE

A Message from the **CITY MANAGER**



Partnerships are not a new concept for Dubuque. “Planning, Partnerships and People” have been the hallmark of success in this community for decades and some say they are the “secret sauce” for Dubuque’s progress.

The following quote from Mayor Brad Cavanagh’s presentation at the December 13, 2024, announcement by the University of Dubuque that they are opening an 800-student new medical school in downtown Dubuque, the John and Alice Butler School of Osteopathic Medicine, illustrates the success that these partnerships have enabled:

“With the Field of Dreams project, Chaplain Schmitt Island redevelopment, over 2,400 new housing units being proposed, numerous industrial expansion projects, redevelopment of the Central Avenue corridor, major expansion projects proposed by the Dubuque Museum of Art, the Dubuque Community Y, the National Mississippi River Museum and Aquarium, the Historic Millwork District projects, three new hotels under construction, the recent announcement by University of Dubuque of a major expansion of their aviation program, and now this, our region is experiencing a major renaissance. When, in the 1980s, they asked, ‘Will the last person to leave Dubuque please turn out the lights,’ could they have envisioned this 40 years later?”

The 1980s were when the City of Dubuque experienced the loss of almost 10% of the population and, at one point, Dubuque County had the highest unemployment rate in the country at 24%. This led to the creation of numerous organizations that are partnering with each other, with existing organizations like the Dubuque Area Chamber of Commerce, East Central Intergovernmental Association, Dubuque County, the State of Iowa, and with the City of Dubuque to have a tremendous impact on our region:

- Dubuque Initiatives (Est. 1980)
- Travel Dubuque (Est. 1983)
- Greater Dubuque Development Corporation (Est. 1984)
- Dubuque Racing Association (Est. 1985)
- Dubuque Main Street (Est. 1985)
- Dubuque Area Labor Management Council (Est. 1988)
- Community Foundation of Greater Dubuque (Est. 2001)
- 9 Neighborhood Associations have been created over the years.

I am convinced Dubuque has taken partnerships to a new level and is reaching “escape velocity” thanks to the strength and diversity of a variety of collaborations formed to foster growth and enhance quality of life.

What do I mean by “escape velocity?” When a rocket is launched, a tremendous amount of fuel (energy) is needed during the liftoff stage. As the rocket continues to climb and gain speed, it eventually breaches Earth’s atmosphere and is no longer affected by gravity – it has reached escape velocity and advanced to the next stage of the mission.

I believe Dubuque is approaching the critical point where the community will no longer be affected by “gravitational” forces and is instead in control of its own destiny and ready for its continued evolution as an equitable community of choice. Critical collaborations between the public and private sectors, and among public agencies have taken root and have the community in a great position for sustainable growth and continued improvement.

That growth is evident in the number of building projects in Dubuque last year. In 2024, almost 1,900 building permits were issued by the City for projects totaling over \$254 million in construction value. That represents a nearly 70% increase in overall construction value over 2023.

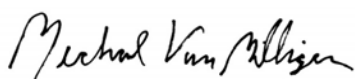
I whole heartedly agree with the statement Mayor Brad Cavanagh made at a December 6, 2024, Dubuque Area Chamber of Commerce event, when he said, “We are in the midst of a renaissance in the Tri-State region. We’ve got our foot on the gas, and we aren’t looking back at this point.” Under Mayor Cavanagh and the City Council’s leadership, the City organization is focused on the five-year goals for Dubuque, which include “Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable.”

Partnerships and initiatives continue to focus on addressing the challenges to reach these goals. An indicator of progress is Dubuque’s decreasing poverty rate (see page 21) as the City’s Office of Shared Prosperity and Neighborhood Support implements the Equitable Poverty Reduction and Prevention Plan.

This publication features a sampling of the partnerships and projects, organized by theme, that are cultivating growth in Dubuque. That cultivation is a community effort and I encourage you to support the efforts under way that are important to you. Community engagement is the fuel for our takeoff to escape velocity and has been recognized with five All-America City designations (the Academy Award of community engagement) by the National Civic League in the last several years.

We know at the City of Dubuque that progress happens at the speed of trust. We also know that one of the key foundations of that trust is for us to practice emotional intelligence to support our efforts at continuous improvement. We can always be better and do things better and we will openly receive constructive criticism and community input as we know we need to always be asking, “How can we get better?”

Dubuque is experiencing a renaissance 40 years in the making, let’s all go together on this awe-inspiring journey!



Michael C. Van Milligen
City Manager

Dubuque CITY COUNCIL



MAYOR

Brad M. Cavanagh
Phone: (563) 690-6502
bcavanagh@cityofdubuque.org



AT-LARGE

Ric W. Jones
Phone: (563) 690-6503
rjones@cityofdubuque.org



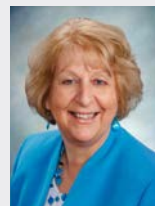
AT-LARGE

David T. Resnick
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FIRST WARD

Susan R. Farber
Phone: (563) 690-6505
sfarber@cityofdubuque.org



SECOND WARD

Laura J. Roussell
Phone: (563) 690-6506
lroussell@cityofdubuque.org



THIRD WARD

Danny C. Sprank
Phone: (563) 690-6507
dsprank@cityofdubuque.org



FOURTH WARD

Katy A. Wethal
Phone: (563) 690-6508
kwethal@cityofdubuque.org

NEW AIR SERVICE TAKES FLIGHT



Daily Flight Returns to the Dubuque Regional Airport

Cheers and confetti filled the Dubuque Regional Airport on Nov. 4 as the first passengers aboard the new daily connection to Chicago made their way off the plane. The inaugural Denver Air Connection flight from O'Hare International Airport to Dubuque marked the return of daily commercial service to a major air hub following months of effort from a variety of local organizations.

"The return of daily flights to and from a major hub is cause for celebration," said Dubuque Mayor Brad Cavanagh. "We are excited to welcome Denver Air Connection to the Dubuque Regional Airport, and I encourage all travelers, whether for leisure or business, to take advantage of the convenient connections across the country and around the world that this service provides."

The new daily service provides over 240 same-day connections to over 200 destinations from Chicago.

The new daily service provides over 240 same-day connections to over 200 destinations from Chicago. Through Denver Air Connection's ticketing and baggage agreements with American and United Airlines, passengers can enjoy seamless connections beyond O'Hare, without the need for separate bookings, baggage checks, or security screenings.

Flights can be booked at www.FlyDBQ.com, through American or United, or through a customer's preferred travel agency or website.

Denver Air's 50-seat jets offer spacious leather seats to give the feel of a private jet flying experience. Since its founding the late 1990s, the company has built a reputation for reliability with a 98.5 percent flight completion rate.

"You now have one of, if not the most reliable airline in the world flying in and out of Dubuque" said Denver Air Connection Senior Vice President Jon Coleman.

An air service survey conducted in the Dubuque area in the fall of 2023 identified Chicago, and more specifically O'Hare, as the preferred daily connection option of Dubuque-area flyers. Those results prompted months of behind-the-scenes work by DBQ Air, a new non-profit formed to attract and retain air service to Dubuque.

The group's board is chaired by Mayor Brad Cavanagh, while Dubuque County Supervisor Harley Pothoff serves as vice chairperson. Other members include City

and airport staff as well as the representatives of the Dubuque Airport Commission, Dubuque Area Chamber of Commerce, Dubuque Racing Association, Greater Dubuque Development Corporation, and Travel Dubuque.

"The return of daily flights to a major hub is great, but our work to expand air service is not done."

"The return of daily flights to a major hub is great, but our work to expand air service is not done," said Cavanagh. "DBQ Air continues to meet regularly to explore additional partnerships and opportunities for more flight options at our airport."

Funding to attract, operate, and retain the new service was provided through a \$1.5 million U.S. Department of Transportation Small Community Air Service Development grant, which helps small communities address air service and airfare issues. Local partners provided the required \$575,000 local match for the grant, with funding coming from the City of Dubuque, Dubuque Area Chamber of Commerce, Dubuque County, Dubuque Regional Airport, Greater Dubuque Development, the Iowa Department of Transportation, and Travel Dubuque.

As he closed his remarks in celebration of the inaugural flight, Mayor Cavanagh again urged



Dubuque area travelers to utilize the service.

"The Dubuque region deserves and needs full connection to the rest of the United States and the rest of the world from our local airport."

240+ Same-Day Connections to Destinations including:

Orlando
Phoenix
Denver
Dallas
Las Vegas
Miami
Atlanta
New York
San Diego
Los Angeles
Seattle
Washington, D.C.

Book Your Flight at:
FlyDBQ.com



BRIGHT MINDS CAMPUS

Working Together to Address Child Care Shortage

A wide coalition of Dubuque area organizations and leaders have answered the call to address a shortage of child care services by developing a new facility and supporting existing childcare centers.

The new Bright Minds Campus opened in early 2024 at the site of the former Medline facility on Chavenelle Road in Dubuque's Industrial Center West. This innovative workforce child care facility now houses both the Dubuque Community Y Early Learning Center and the Dubuque Community School District's Seedlings Preschool Center under the same roof.

The Y Early Learning Center offers year-round child care for children as young as six weeks old through preschool age. There is also space for school-age children during the summer months. It has a total of 10 classrooms, with multiple rooms for each of the age levels of the children it serves. Rooms are outfitted with colorful toys, stuffed animals, and musical instruments. A large community room at the center of the facility serves as a gathering place for all the children. Outside, the facility also features a spacious playground with climbing equipment and both sand and water play areas.



Meanwhile, the Seedlings Preschool Center is a state-of-the-art, 18,000 square-foot preschool operated by the Dubuque Community School District. Being located within the same building as the Y Early Learning Center provides seamless access to wrap-around care for children outside of the school day.

In addition to assisting with the construction costs of the new facility, funding was also raised to help support existing area child care providers with staff recruitment, training and retention efforts. The initial round of grants provided more than \$660,000 to 18 eligible providers. Retention for centers has improved and 69 new childcare workers were hired under the effort.

Both projects were spearheaded by Dubuque Initiatives, which provided matching funds to state grants for each effort. Greater Dubuque Development partnered to raise funds through its Business Champions for Childcare program designed to engage employers in strengthening the area's child care system.

This innovative public-private child care solutions effort builds on the strength of each partner to make meaningful progress to expand the availability of quality child care in Dubuque County. The child care provider support in the Dubuque County Child Care Solutions Fund has completed its first year and is set to run for the next two years at least.

In 2022, it was estimated that Dubuque County had less than half of the necessary child care spaces needed to address local residents' needs.

The entire effort is meant to address a critical need for child care in the Dubuque area. In 2022, it was estimated that Dubuque County had less than half of the necessary child care spaces needed to address local residents' needs. That same year, a study conducted by Greater Dubuque Development Corporation found that the lack of child care was leading local residents to leave the workforce following the COVID-19 pandemic.

While the Bright Minds Campus serves the Dubuque community's youngest residents, the facility will eventually provide needed support for all the people in the region. A portion of the building is expected to house a combined city/county 911 operations center in the coming years.



Business Champions for Child Care

- Alliant Energy
- City of Dubuque
- DB&T/HTLF
- Dupaco Community Credit Union
- HODGE
- John Deere Foundation
- Medline Industries, Inc.
- Progressive Processing/Hormel Foods
- Q Casino + Resort
- Rite-Hite
- Theisen Supply, Inc.
- UnityPoint Health-Finley Hospital
- Woodward Communications, Inc.
- Anonymous Donors

New City-County Agreement Includes 911 Center Relocation

In late 2023, the Dubuque City Council approved a new agreement between the City of Dubuque and Dubuque County for the ongoing operation of the Dubuque County 911 Emergency Communications Center.

The agreement defined funding for the emergency communications center's move from its current location at the Dubuque Law Enforcement Center to a portion of the former Medline building at 7900 Chavenelle Rd. The City will pay \$2.5 million of the estimated \$5 million cost to relocate the center to the new site, which will provide the additional space required for the center.

Operating costs are now evenly split between the City and the County. Previously, the County covered one-third of the cost.

University of Dubuque Opening New MEDICAL SCHOOL

On Dec. 13, 2024, University of Dubuque President Travis Frampton, Ph.D., announced the university's plans to establish the John and Alice Butler College of Osteopathic Medicine, a four-year medical school to be located in downtown Dubuque.

The proposed medical school will bring needed support to the physician workforce as well as provide an economic benefit to the region. With up to 300 faculty and staff and 800 students, it will have a tremendous positive impact on downtown Dubuque.

The university is moving forward with the required approvals and programmatic accreditation process and plans to open the college in the summer of 2028. The medical school's name is in recognition of a \$60 million gift from John and Alice Butler of Dubuque.

"In communities like ours, whether that's in Dubuque, in our region, in Iowa, or along the rural-urban divide in the U.S., there is a continuing shortage of physicians. This dramatically impacts access to adequate care, which significantly affects healthcare and health outcomes," said Frampton.

"In order for us to change this trajectory, we must educate, prepare, and equip more physicians. By establishing a medical school in the Tri-State region, the University of Dubuque will be able to serve our community and deliver on our mission."

"I want to first congratulate the University of Dubuque on taking this momentous step forward. Not only will the addition of this program be a great boost for UD as an institution, it will also make a real and lasting impact in our city," said Mayor Brad Cavanagh.

"Our community will welcome many more students, strengthen our workforce and healthcare community, and add tremendous energy and vibrancy to the core of our downtown. This is truly wonderful news for Dubuque!"

"With the Field of Dreams project, Chaplain Schmitt Island redevelopment, over 2,400 new housing units being proposed, numerous industrial expansion



Left to Right: UD Board of Trustees Chairman Doug Horstmann, Mayor Brad Cavanagh, US Senator Chuck Grassley, and Governor Kim Reynolds at the University of Dubuque announcement in December.

projects, redevelopment of the Central Avenue corridor, major expansion projects proposed by the Dubuque Museum of Art, the Dubuque Community Y, the National Mississippi River Museum and Aquarium, the Historic Millwork District projects, three new hotels under construction, the recent announcement by University of Dubuque of a major expansion of their Aviation Program, and now this, our region is experiencing a major renaissance," said Cavanagh.

"In the 1980s when they asked, 'Will the last person to leave Dubuque please turn out the lights,' could they have envisioned this 40 years later?"

Doctor of Osteopathic Medicine, commonly known as DOs, use a whole-person approach to help prevent illness and injury across the full spectrum of medicine. They look beyond symptoms to understand how lifestyle and environmental factors impact well-being to help patients get healthy and stay well.

Osteopathic medicine is one of the fastest-growing healthcare professions in the country, accounting for around 11% of physicians in the U.S., according to the American Osteopathic Association.

City-County Partnership Brings Accessible Voting Hub to Downtown Historic Site

In name, the City and County share Dubuque. In purpose, they share a commitment to serving our area's residents. The two governing bodies have a long history of collaboration and working together to find innovative solutions that benefit both jurisdictions.

The City of Dubuque purchased properties located at 880-890 Central Ave. in 2021 for future downtown parking infrastructure needs. This purchase included the historic buildings that were home to the Hendricks Feed & Seed Co., Inc. for many years as well as the warehouse at White St. and E. 9th St.

When Dubuque County expressed interest in finding a long-term home for county elections operations, the two governments saw an opportunity to assist each other and reached a property exchange agreement, each paying \$1.

The City sold the former storefront at 880 Central Ave. to the County for its future elections home but retained the warehouse site for potential future parking needs. In turn, the County sold the City an adjacent parking lot to supplement land needed for potential development.



IOWA

AMPHITHEATER



Imagine standing under the stars in an amphitheater with a nature-inspired heron design. The crowd buzzes with anticipation, and as the lights dim, a national headlining act takes the stage. This vision will soon be a reality as the Iowa Amphitheater on Chaplain Schmitt Island takes shape, becoming the premier destination for entertainment in the region.

With an attendance capacity of up to 8,000, the Iowa Amphitheater is designed to host top-tier performers. The amphitheater also envisions a broader purpose, acting as a versatile space for community events and local symphony, college, and university performances.

Features include an acoustically enhanced stage canopy, ADA-compliant access, and assistive

captioning and listening technologies for inclusive enjoyment. Amenities like parking, food and beverage facilities, and artistically integrated landscaping will further enhance the visitor experience.

But the Iowa Amphitheater is more than just an entertainment venue—it's a catalyst for economic growth, community connection, and dynamic placemaking.

Located adjacent to the Q Casino + Resort, the amphitheater is part of the broader Chaplain Schmitt Island revitalization, which aims to position the area as "Dubuque's gateway to entertainment and the Mississippi River."

The mission is to create a connected island that welcomes visitors and the community to

recreation, entertainment, and the outdoors. By transforming Schmitt Island into a premier destination, this project positions Dubuque to attract tourists, foster local pride, and unlock new economic opportunities.

A Collaborative Investment

The Iowa Amphitheater project is a collaborative investment by the City of Dubuque and the Dubuque Racing Association (DRA), leveraging local resources and state support.

The Iowa Economic Development Authority awarded the project a \$3 million Destination Iowa Grant, recognizing its potential to bolster regional outdoor recreation and tourism. Additional funding for the \$15.4 million project includes a \$3.65 million contribution by the DRA and \$8.7 million in Greater Downtown TIF Taxable Debt.



PLAY & STAY

INVESTMENT ON SCHMITT ISLAND

In September, the Dubuque Racing Association announced plans for an \$18 million PinSeekers on Chaplain Schmitt Island. This three-story, 30,000-square-foot facility will feature 40 all-season golf suites with Toptracer technology and access to a 220-yard driving range, a mini golf course, and a bar and restaurant. It will be a central part of the island's revitalization, alongside the Iowa Amphitheater and the upcoming Key Hotel at Q Casino + Resort. Slated for completion in fall 2025, the seven-story boutique hotel will offer 90 rooms and suites, along with a rooftop dining experience and event space. Together, these developments are set to position Chaplain Schmitt Island as a recreational and tourism destination.

The Greater Downtown TIF Taxable Debt will be paid by the DRA, underlining its long-term commitment to the island's development and financial sustainability. The DRA is also investing in significant upgrades to its surface parking lot to meet the increased demand from amphitheater visitors and tourists exploring Schmitt Island.

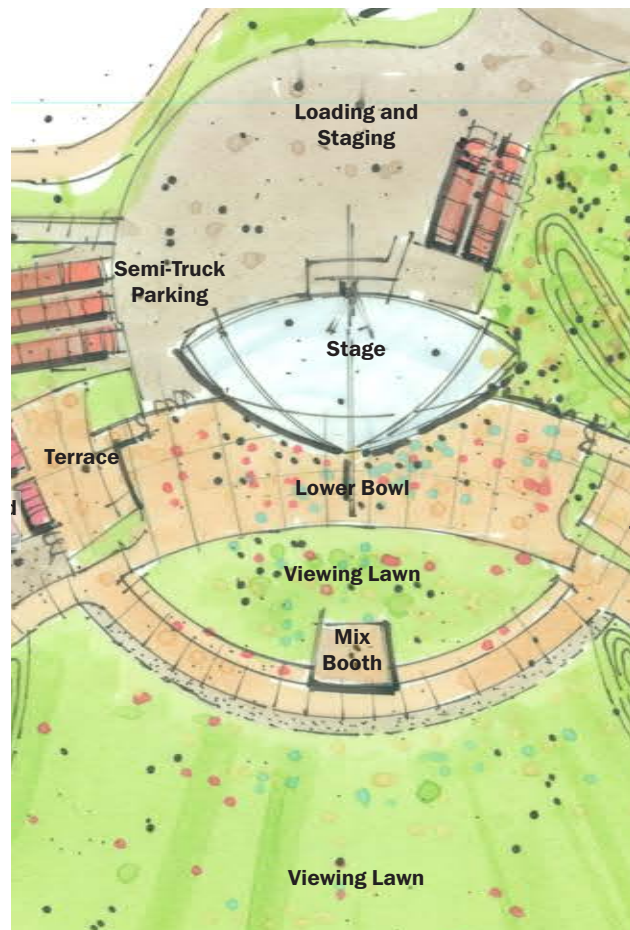
By combining state grants, local investments, and strategic partnerships, the funding framework not only secures the resources needed for construction but also fosters a collaborative effort to transform Schmitt Island into a must-visit attraction.

Project Timeline

Construction of the amphitheater began in 2024. The initial phase focused on site preparation, including deconstructing the existing dog track and kennels and mass grading.

Phase two is scheduled to begin in the spring of 2025. Work will include utilities, paving, amphitheater construction, and landscaping with an anticipated completion date of January 2026.

When finished, the Iowa Amphitheater will be more than a venue. It will stand as a symbol of Dubuque's innovative spirit and commitment to creating spaces that enrich lives and strengthen the region.





A MULTI-MODAL VISION FOR



CENTRAL & WHITE



Following extensive community engagement and the completion of the Central Ave. and White St. Corridor Traffic Study, the City of Dubuque is embarking on a transformative journey to revitalize this corridor.

As part of the study, the City Council selected in November 2024 a multi-modal focused design alternative for the corridor, marking a major step forward in improving safety, equity, connectivity, and economic development in the area.

The chosen design reimagines Central Ave. and White St. with two lanes of one-way traffic, the removal of parking on one side of both streets, and wider sidewalks. These changes aim to create a more pedestrian-friendly environment, accommodating outdoor dining, street trees, and landscaping. Additional features include enhanced pedestrian safety with improved crossings and a protected cycle track for bicyclists on White St.

This redesign balances the needs of motorists, cyclists, and pedestrians while fostering a vibrant streetscape that supports local businesses and community life.

Building on a Strong Foundation

The multi-modal design follows the January 2023 adoption of the Central Ave. Corridor Streetscape Master Plan, which established a vision for aesthetics and mobility in the area. New amenities added in 2024 include benches, tables, and chairs.

Housing and Development Incentive Programs

Recently, the City launched the Central Avenue Corridor Housing Investment Pilot Program, offering 10-year forgivable loans of \$10,000 per unit for projects that add or improve quality, affordable housing between 11th and 22nd Streets.

Complementing this initiative, the City also reconfigured its Façade Grant Program into the Downtown Rehabilitation Grant Program, designed to be more accessible and equitable for developers. The revamped program has already spurred three new mixed-use development projects along Central Ave.

Community-Led Cleanup Efforts

In November 2024, City staff and community volunteers united for a corridor cleanup, collecting 23 bags of trash. This grassroots effort reflects the community's

commitment to maintaining a welcoming and vibrant environment for residents and visitors alike.

A Vision for the Future

Dave Lyons, strategic initiatives consultant for Greater Dubuque Development Corp., predicts 2025 will be a pivotal year for the Central Avenue Corridor. "The City's decision to support a multi-modal design sets the stage for new public and private investments," he notes. Public investments in green alleys, benches, landscaping, and other amenities will continue, complemented by forward-thinking policies on housing, outdoor dining, and façade renovations.

Private investment, bolstered by support from organizations like Dubuque Initiatives—which already contributed over \$3 million to Central Ave. projects in 2023 and 2024—will further accelerate the corridor's transformation. Local organizations such as Voices Studios, Key City Creative Center, and Dubuque Main Street are poised to play integral roles in this revitalization, ushering in a transformative era for the area.

Downtown Rehabilitation Grant Program

Revitalizing Dubuque's Downtown Buildings

The City of Dubuque Downtown Rehabilitation Grant Program is driving transformation in the heart of the city. This initiative, rooted in the Greater Downtown Urban Renewal Plan, provides financial incentives to combat blight, spark revitalization, and promote economic growth.

The program offers a 1:1 matching grant of up to \$35,000 for commercial or mixed-use properties located in the Greater Downtown Urban Renewal District. Eligible activities include:

- **Façade Costs:** Assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.
- **Financial Consultant Costs:** Assistance in hiring a financial consultant to analyze the feasibility of a project.

- **Planning & Design Costs:** Assistance on pre-development costs associated with a project.

Over the past two years, the program has made a significant impact. Twelve downtown properties—spanning 10th St., Main St., Bluff St., Jackson St., Locust St., White St., and Central Ave.—have utilized these grants to enhance their buildings and contribute to the district's revitalization.

Whether it's a business owner envisioning a façade transformation or a developer planning their next big venture, the Downtown Rehabilitation Grant Program could be the key to unlocking the project's potential.

To learn more, visit www.cityofdubuque.org/econdev or call the City's Economic Development Department at 563-589-4393, ext. 2.





Incentives Spurring HOUSING DEVELOPMENT

Access to quality, affordable housing is not only important to the health and well-being of residents, but also for the economic stability of a community.

A 2022 study determined Dubuque had a significant housing shortage, but the private and public sectors are partnering to create more housing and improve existing housing units.

To encourage and support private investment in housing, the City of Dubuque, State of Iowa, and federal government offer a variety of financial resources to encourage developers and property owners to create and maintain quality, affordable housing. Incentive programs exist for a range of housing types and include grants, loans, property tax abatement, and tax increment financing.

With more than 2,400 housing units (including almost 400 affordable units) already constructed or proposed, it's clear developers and property owners are responding to community's housing needs and utilizing incentives to do so.

As of late October 2024, 127 units were under construction in residential subdivisions and 193 multi-residential units were under construction, while another 826 units were approved for development/construction.

An additional 542 units from 11 different projects are currently under review.

Approximately 250 residential subdivision lots are available for purchase in six subdivisions and two new subdivisions are under construction.

Last year, the City of Dubuque increased incentives for housing creation in Dubuque's Downtown Urban Renewal Area, which includes the Central Avenue Corridor, Washington Neighborhood, Main Street, and Kerper Boulevard areas. Projects are currently under review are located on Jackson St., Central Ave., Locust St., Iowa St., Wood St.

New subdivision under construction:

The Farm (Switch Homes) between Northwest Arterial and W. 32nd St: 84 single-family home lots

Multi-residential projects under construction:

Callahan Apartments on Bies Drive: 56 market-rate apartments

Cedar Lake Apartments on Lake Ridge Drive: 42 market-rate apartments

799 Main Street: 36 market-rate apartments

Former St. Anthony's School at 2175 Rosedale Avenue: 22 market-rate apartments

Major housing projects expected to begin construction in 2025:

Union at the Marina at 1860 Hawthorne Street: 201 affordable family housing units

Fox Hills Apartments at the end of Plaza Drive: 390 market-rate apartments

TWO NEW MARRIOTT HOTELS

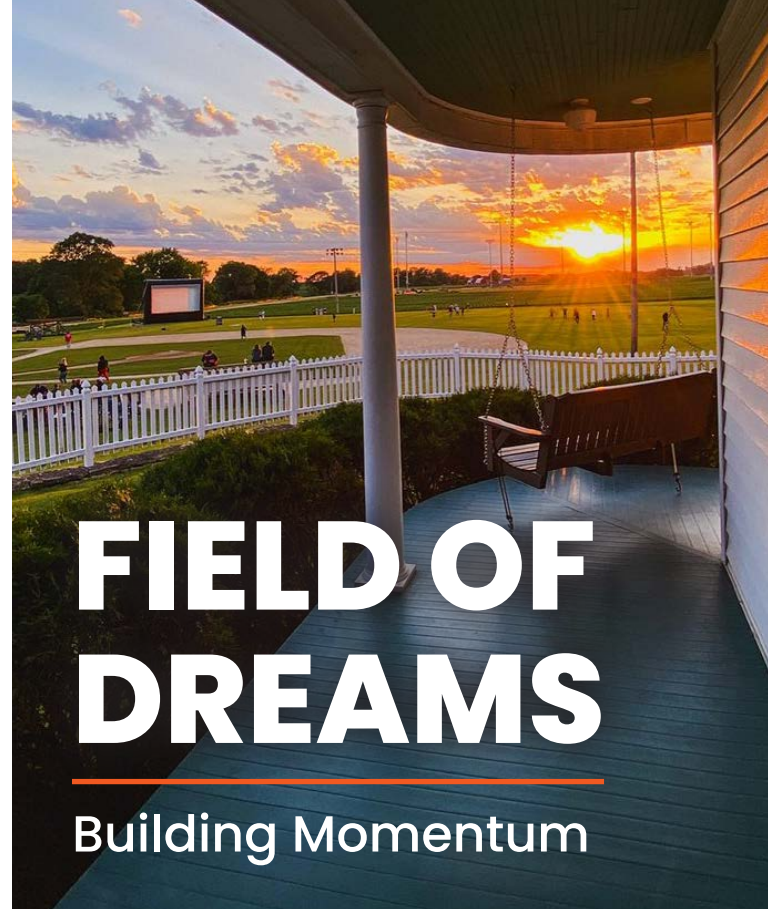
Coming to the Port of Dubuque by 2027

A pair of new Marriott-branded hotels are coming to the Port of Dubuque. The City has entered into a development agreement with Kineth Hospitality to support their plan to build the two new properties.

Kineth plans to build a Courtyard by Marriott and a Residence Inn by Marriott at a total cost of approximately \$30 million. The hotels will be built near the intersection of E. 5th Street and Ice Harbor Drive, west of the McCoy Building.

The hotels are planned to have a combined total of 160 rooms within a six-story complex. Kineth intends to begin construction in early 2025, with the hotels expected to open by July 2026. They will provide lodging for additional visitors to the Grand River Center, National Mississippi River Museum and Aquarium, and other area attractions including the Field of Dreams which is expected to create a demand for over 60,000 hotel rooms per year.

Kineth already owns and operates three other hotel properties in Dubuque: the Hampton Inn near Wacker Plaza, the TownePlace Suites in the Historic Millwork District, and the Holiday Inn on Main St.



FIELD OF DREAMS

Building Momentum

The Field of Dreams Movie Site in Dyersville already draws thousands of visitors to the Dubuque area each year, and momentum is building as site improvements continue. Construction is underway on both a 3,500-seat baseball stadium and an expanded youth baseball/softball complex. Both projects are tentatively scheduled to be completed by spring 2026.

Dyersville Events Inc., the non-profit organization that now owns the property, is collaborating with public and private partners to facilitate the site's continued development.

The City of Dubuque is contributing \$1 million of American Rescue Plan Act funding to market Dubuque attractions to teams using the site, which has also received \$24 million from the State of Iowa and commitments of \$5 million from Dubuque County and \$1 million from the City of Dyersville. A \$500,000 contribution from Google was announced in December 2024.

Studies show the expanded Field of Dreams would create \$10.5 million annually in direct spending for the region. The site already generates thousands of hotel stays in Dubuque every year, and the expansion is expected to increase lodgings to more than 60,000 per year. The Field of Dreams expects over 500 teams will use the site in 2025 and anticipates over 1,000 teams in 2026.

BUILDING BRID TO EQUITY & EMPLOYMENT



Connecting neighborhoods and residents with economic opportunities, recreational amenities, and community resources.

Preliminary conceptual rendering of the 14th St. Overpass of Elms St. and the at-grade railroad crossing.



For over 170 years, the sight of trains crossing through the city and the sound of their horns have been a familiar part of Dubuque's landscape. The railroad first reached Dubuque in the mid-1800s. By the 1860s, Dubuque had become a key industrial center, particularly for the lumber and mining industries, which relied heavily on rail for transport. Over the years, the railroads in Dubuque evolved through various mergers and changes in ownership, including recently.

In April 2023, the merger of Canadian Pacific and Kansas City Southern created an integrated railroad system that spans Canada, the U.S., and Mexico. This expanded network is expected to increase rail traffic across key routes in the Midwest, including Dubuque.

City officials expect train traffic to increase from approximately nine trains per day to as many as 18 per day by the year 2027. Currently, trains block crossings from 9th St. through 16th St. for an average of almost 70 minutes per day.

City officials expect train traffic to increase from approximately nine trains per day to 18 per day by 2027.

The increase in train traffic will lead to even longer and more frequent delays, hindering the efficient movement of people and goods and significantly impacting emergency response and key employment centers.

To avoid potential negative impacts to safety and mobility in the downtown area, the City has secured funding for both the planning and construction of the initial phases of the Building Bridges to Equity and Employment (B2E2) Project.

B2E2 is a multimodal transportation project designed to improve connectivity and safety for all users. The goal is to better connect residents and neighborhoods with economic opportunities, recreational amenities, and community resources on Chaplain Schmitt Island, in the Kerper Boulevard Industrial Park, in Downtown Dubuque, in the Historic Millwork District, and on the west side of the city via the downtown Intermodal Transportation Center.

The construction of an overpass on 14th St. over the at-grade railroad crossing is the project's largest component, providing a safe and efficient route for both vehicles and pedestrians to cross over the train tracks. In addition to the 14th St. overpass, initial phases of the B2E2 project include:

- A roundabout at the 16th St. and Sycamore St. intersection
- A roundabout at the 16th St. / Greyhound Park Rd. / Admiral Sheehy Dr. intersection
- Elm St. corridor "complete streets" improvements
- 16th St. "complete streets" improvements, including installing sidewalks along segments without existing sidewalks and enhancing crosswalks at the 16th St. and Kerper Blvd. intersection
- Bridge sidewalk modifications to the Peosta Channel Bridge, including a pedestrian and bike shared-use path

Planning and design for the improvements is currently underway.

Over the next year, several more public information meetings and stakeholder meetings will be held. These meetings will provide property owners and residents the opportunity



Preliminary conceptual rendering of Elm St. complete streets improvements.

to receive information about the project and allow the public an opportunity to provide input and express their opinions regarding the proposed project.

To stay informed about the project and future public input opportunities, sign up to receive B2E2 Project Updates via email and/or text at www.cityofdubuque.org/B2E2.

The initial phases of the B2E2 project, including the overpass, are expected to be constructed from 2027 to 2030.

Collaborative Funding

In 2022, the City received a \$2.3 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Planning Grant from the U.S. Department of Transportation to assist with the \$4.4 million planning and design costs of the B2E2 project. The Dubuque Racing Association (DRA) provided a \$750,000 contribution as a local cash match to make the planning grant a possibility.

In June 2024, the City was awarded a \$25 million RAISE Infrastructure Implementation Grant to assist with the estimated \$38.7 million total construction cost for the initial phases of the B2E2 project.

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. With the \$4.4 million dollars in planning and engineering costs, the total expenditure for the project will exceed \$43 million.

This collaborative approach to funding is key to the success of the B2E2 project.

This collaborative approach to funding is key to the success of the B2E2 project. By combining resources from federal, local, and private sector partners, the project ensures broad support and maximizes the impact of each investment, ultimately strengthening the community's infrastructure and economic future.

To learn more about the B2E2 project, visit www.cityofdubuque.org/B2E2.

ENSURING ECONOMIC VITALITY

Sewer Reconstruction Project to Secure Industrial Growth

From the 1950s through the 1970s, the Catfish Creek interceptor sewer system was constructed. It consisted of three main branches along the North, Middle, and South Forks of Catfish Creek. Over the last several decades, significant extensions have been added to the system to support the city's growth and development to the west.

Today, the three interceptor sewers have reached capacity, making the stream vulnerable to sewer overflows and hindering expansion and future growth in the city's Industrial Center West. To address these challenges, the City has initiated a multi-phase project to reconstruct portions of the interceptor sewer system. This infrastructure upgrade is vital for fostering the city's economic development and protecting the local environment.

Old Mill Rd. Lift Station

The Catfish Creek Sanitary Sewer Reconstruction Project will begin with constructing a new lift station on Old Mill Rd. This facility will pump wastewater from the three sewer branches to the City's Water & Resource Recovery Center (WRRRC). The project also involves upsizing portions of the existing interceptor sewers to increase capacity and installing force mains to convey wastewater from the new lift station to the WRRRC. The project is slated for completion in December 2026.

Once operational, the new lift station will handle over 80% of the wastewater currently managed by the existing Catfish Creek lift station. This reduction will create capacity for future development along US Highway 61/151, extending south to the Dubuque Regional Airport.

Project Funding

The City is financing the lift station project through a combination of Iowa's State Revolving Fund (SRF) Loan Program and federal funding from the American Rescue Plan Act (ARPA). SRF loans for both phases have been allocated across multiple fiscal years, from FY2022 through FY2027. The total project cost is estimated at \$36 million.



INVESTING IN SAFETY

Dubuque Fire Upgrades Fleet and Adds Firefighters

A total of six new vehicles have been put into service by the Dubuque Fire Department over the past year. The newest of the new is Engine 506, added in early November to serve the City's North End and Point areas from Station 6 on Rhomberg Ave.

In September, Medic 551 began ambulance service deployed from Fire headquarters on W. Ninth St. Headquarters is also the home for two new vehicles deployed in August, Command 528 and Ladder 511.

Engine 505 began its duties at Station 5 in mid-February. Station 5 is located on S. Grandview Ave. and serves the southern portion of the city.

Medic 554 was launched from Station 4 on University Ave. in October of 2023, becoming the department's third ambulance. Approximately 80% of the department's calls are for emergency medical services, making these ambulances vital for positive outcomes for residents.

Nine firefighter positions have been added to the Dubuque Fire Department since 2020 for a total of 94 firefighters on staff.

The Dubuque Fire Department has been accredited by the Commission on Fire Accreditation International, a division of the Center for Public Safety Excellence, since 2021. It is one of just 311 agencies in the world to be accredited.



MEET THE OFFICE OF COMMUNITY IMPACT

Tackling Barriers & Enhancing Access

While the City of Dubuque strives to equitably serve our community, the reality is, some people inevitably fall beyond the reach of traditional services and programs. Addressing this gap is the purpose of the City's newly formed Office of Community Impact.

Their work is dedicated to fostering an inclusive, equitable community by tackling barriers and enhancing access, so all Dubuque residents have an opportunity to live and thrive.

"No one person or family is the same, so why would we expect the way they experience life in our community to be," shares Community Impact Director Antonio Mouzon.

A core objective of the department is to identify challenges faced by community members and bring forward solutions through partnerships, programs, and opportunities. Mouzon continues, "We're about providing pathways so that all individuals and, in turn, our entire Dubuque community can embrace upward mobility."

“We’re about providing pathways so that all individuals and, in turn, our entire Dubuque community can embrace upward mobility”

The mission is driven by the department’s AmeriCorps Program, the Multicultural Family Center (MFC), Community Service and Outreach Programs (Volunteer DBQ), Equitable Fine and Fee Reform, and Prevention and Diversion Services. Each plays a vital role in cultivating partnerships and advancing equity across Dubuque.

Previously housed within the Leisure Services Department, these programs now have a dedicated focus under Community Impact. The restructuring represents a strategic shift. “Both departments enhance quality of life, but their approaches are distinct. By separating them, each can better refine their priorities and pursue objectives more effectively and efficiently,” says City Manager Mike Van Milligen.

Recently, the office launched the first phase of the Equitable Fine and Fee Reform, a program aimed at helping residents who have fallen into delinquency with their City utility bills for water, sewer, solid waste, and stormwater.

The initiative allows these individuals to “work off” fines and fees through approved service or development programs. Upon completion of service, the program directly pays an earned hourly rate to the participant’s delinquent fines. From engaging with community clean-up activities to enrolling in financial literacy workshops, staff connect with participating residents one-on-one to work on an individualized success plan and discuss local resources. For example, participants may join Opportunity Dubuque to receive job training and earn certifications through Northeast Iowa Community College to upgrade their skills or launch their career.

“We love to see the best versions of people come alive in our community, but they can’t be on that path without essential resources and support,” says Mouzon. With a focus on meeting the needs of the individual, the program’s goal is to restore access to essential resources, address financial hardships, and foster stability.



In December, City staff visited residents at their homes to talk about the Equitable Fine and Fee Reform program.

“Right now, some Dubuque residents don’t have water service in their home due to unpaid utility bills. This program helps residents experiencing financial hardship restore that critical service and create more stability in their lives.”

Even in a great city, gaps in service exist. This program meets residents where they are and supports them on their climb to stability and beyond.

The Office of Community Impact will pilot the program with a target group of residents in January 2025. Watch for details on opportunities to participate later in 2025 following the pilot program.

PROGRESS ON POVERTY

- In 2023, Dubuque’s 5-year poverty rate fell to 12.2% from 16% in 2018.
- Dubuque’s poverty rate decreased by 24% between 2018 and 2023.
- Over that period, poverty rates fell for all race/ethnicity groups except Native Hawaiian and Pacific Islander residents.
- As of 2023, women are 44% more likely to live in poverty than men.
- In 2023, compared to the 11 largest cities in Iowa, Dubuque had the 4th lowest poverty rate in 2023 after having the 6th lowest in 2018.

Source: American Community Survey 5-Year Data (2009–2023), United States Census Bureau

2024 Iowa Community of Character Award

Dubuque was named the Community of Character by the Robert D. and Billie Ray Center at Drake University, recognizing the city's resilience and demonstration of the six Character Counts® pillars of character: trustworthiness, respect, responsibility, fairness, caring, and good citizenship.

"Dubuque is a great city with a lot of heart and city officials that care. The community has a story of population loss followed by stabilization, recovery, and continued growth," noted Robert Palmer, a Ray Center board member who nominated Dubuque for the award. "Dubuque's city officials are passionate about the wide variety of residents they have and what it takes to meet their needs. Language barriers, employment, and embracing cultural identity are challenges that has Dubuque faced and overcame gracefully."



Character Counts® celebration event on Aug. 19, 2024.

Scott Raecker, executive director of the Robert D. and Billie Ray Center, said, "Dubuque is an inspiring example of how communities can work together to promote positive values and make a meaningful impact on the lives of all their residents."

CITY



MAYOR CAVANAGH

Elected Iowa League of Cities President

Mayor Brad Cavanagh was selected to lead the Iowa League of Cities as the president of its executive board in September. Cavanagh had previously served as the president-elect, and has been a member of the executive board since 2020.

The Iowa League of Cities serves as the unified voice of cities across Iowa, providing advocacy, training, and guidance to strengthen the state's communities. Its executive board is responsible for adopting policies to provide direction to the League, adopting the annual operating budget, establishing membership fees, and providing direction to the organization.

The league's executive board consists of 14 board director positions and five officer positions: president, president-elect, and three past presidents. These positions must be filled by current city officials who represent cities of various populations and geographic locations.

Cavanagh was elected Mayor in November 2021. Previously, he had served as the Fourth Ward representative on the City Council since 2019.

LEADERS

Serving Dubuque & Beyond



FARBER

Appointed Vice Chair of NLC Committee

Susan Farber, City Council Ward One Representative and Mayor Pro Tem, has been appointed to serve as vice chair of the National League of Cities (NLC) 2025 Information Technology and Communications Federal Advocacy Committee.

Farber was elected to a one-year term and will provide strategic direction and guidance for NLC's federal advocacy agenda and policy priorities on issues such as broadband, cybersecurity, and artificial intelligence.

As vice chair of the committee, Farber will play a key role in shaping NLC's policy positions and advocating on behalf of America's cities, towns, and villages before Congress, with the administration, and at home in Dubuque.

In March 2024, Farber was appointed to the Federal Communications Commission's (FCC) Intergovernmental Advisory Committee (IAC), which makes recommendations to the FCC on issues related to increasing deployment and adoption of broadband services. The IAC also provides input on how FCC rules and policies can be better communicated to the public.



MILLER

Elected President of NAHMMA

Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Administrator Ken Miller was selected as president of the executive committee of the North American Hazardous Materials Management Association (NAHMMA) during the organization's conference in September.

Miller has been with the City of Dubuque since 2011 and assumed his current role as DMASWA Administrator in 2019. In addition to his role with NAHMMA, he has also served as a board member of the Iowa Society of Solid Waste Operations and the Iowa Composting Council.



SAINCI

Earns Harvard Certification

Anderson Sainci, director of the City's Office of Shared Prosperity & Neighborhood Support, completed a certification program at Harvard University's Kennedy School of Executive Education in September, earning himself the designation as a Senior Executive in State and Local Government.

This three-week, on-campus program is designed to help government leaders develop the skills to implement creative solutions under tight constraints and increased public scrutiny.

Sainci has been the director of Dubuque's Office of Shared Prosperity & Neighborhood Support since its creation in 2021. He has been with the City of Dubuque for a total of 11 years, previously serving in roles in the Public Works, Economic Development, and Sustainability departments.



BURBACH

Named a Top 10 Finalist for the Trailblazer Leadership Award

Assistant City Manager Cori Burbach was named one of 10 finalists for the Leadership Trailblazer Award from the League of Women in Government.

The 10 finalists represented a diverse group of female government leaders from all corners of the United States. Burbach was nominated by City Manager Mike Van Milligen, who described her as “tirelessly committed” to improving the City of Dubuque and cited her supervision and mentorship of several young female leaders, both within and outside of the City organization.

“Tirelessly committed to improving the City of Dubuque”

The honor is just one of many Burbach has received in recent years. She is currently the president of the Iowa City/County Management Association, the organization that named her an Emerging Leader in 2021. The Dubuque chapter of the Women’s Leadership Network presented her with one of its Women of Achievement awards that same year.

Burbach has been employed by the City of Dubuque for a total of 17 years. She has served in her current role since 2017.



JONES

Saluted for 50 Years of Community Service

City Council member Ric Jones was surprised with a proclamation honoring him for a half-century of service to the community at a City Council meeting in May. Mayor Brad Cavanagh snuck the proclamation in to the meeting agenda without Jones’ knowledge.

“It’s been a ton of fun the last 50 years working for this wonderful organization,” Jones commented following the reading of the proclamation.

Jones first joined the City of Dubuque as a probationary firefighter and emergency medical technician in 1974 when he began what became a 30+ year career with the Fire Department. He rose through the department’s ranks to become its first emergency medical services (EMS) supervisor, the role he held when he retired in 2005. That fall, Jones was elected to an at-large representative position on the City Council and he has been re-elected four times since. He is currently tied with James Brady and Roy Buol for the longest tenure on the City Council.

In addition to his roles with the Fire Department and City Council, Jones has also been involved with numerous community and civic organizations, including:

- Iowa Association of Professional Fire Fighters
- Dubuque County EMS Advisory Commission
- Dubuque Kiwanis Club
- American Red Cross of the Tri-States
- Hills and Dales Child Development Center
- Special Olympics Iowa



BRANCHING OUT

Partnering to Plant Over 5,000 Trees in 5 Years

Dubuque's Branching Out initiative is taking root with a \$1.5 million grant from the U.S. Forest Service to plant over 5,000 trees throughout the community.

This collaborative effort, led by Sustainable Dubuque and Dubuque Trees Forever, aims to increase the city's tree canopy from 26% to 40%, advancing one of the goals of Dubuque's Climate Action Plan. It also supports Dubuque Trees Forever's commitment to creating a vibrant and sustainable impact.

"We partner with the City to enhance what the City can do and help meet our mission," said Dubuque Trees Forever Executive Director Laura Roussell. "Our work will leave a green legacy for our entire community."

The initiative kicked off in August with a tree-planting event along the Lower Bee Branch Creek and 16th St. Detention Basin. City staff, project partners, neighborhood leaders, and community volunteers came together to plant 28 trees. Dubuque Trees Forever demonstrated proper planting techniques and tree care.

But that was just the beginning! Over the next five years, volunteers will plant thousands of trees in public spaces and on private properties within the Washington, Point, North End, and West End neighborhoods, particularly in disadvantaged

census tracts. These efforts will bring numerous environmental and economic benefits to the community.

Trees play a vital role in enhancing urban environments. They increase greenspace, provide wildlife habitat, reduce erosion, store carbon, improve air and soil quality, and help mitigate storm surges and flooding. Shade from trees helps lower city temperatures, often by as much as 10 degrees. Street trees extend the lifespan of road surfaces, reducing maintenance costs.

Properly placed trees can reduce annual household energy costs by up to 25%. Trees strategically planted on the south and west sides of a house can block direct sunlight, reducing the need for air conditioning in the summer. Trees planted as windbreaks on the north or northwest side help shield homes from cold winds, reducing heating costs in the winter.

Trees contribute to a healthier and more resilient community. Residential property owners and businesses located in the Branching Out Dubuque tree-planting areas may sign up to receive free trees for planting on their property. Tree planting assistance is also available. To determine if your property is eligible, visit www.sustainabledubuque.org/branchingoutdbq or call the City's Office of Sustainability at 563-690-6038.

Get Involved!

To sign up to help plant trees throughout the city, visit the Dubuque Trees Forever website at www.dubuquetreesforever.org/get-involved.

PRECISION POLICING CENTER

Leveraging Advanced Technology and Real-Time Data

The Dubuque Police Department recently created a Precision Policing Center (PPC) to enhance operational efficiency and effectiveness. By leveraging advanced technology and real-time data analysis, the PPC is serving as a critical force multiplier and enabling rapid response, informed decision-making, and proactive crime prevention.

The PPC is implementing total system integration software that will link together several technologies including the City's traffic and security camera system, authorized private security cameras, live feeds of body-worn cameras, and automated license plate readers. This will provide officers a more comprehensive view of ongoing incidents and real-time intelligence to better prepare for potential threats.

Additionally, police drones are being updated to include live video stream and expanded response radius. After the software is implemented and additional certification and licensing is acquired, the PPC will be able to deploy police drones to provide real-time information to officers.

In 2023, Dubuque Police resolved 77% of all Crimes Against Persons committed in the city. The national average for 2022 (the most current on record via FBI data) was 37%.

The establishment of the PPC ensures the Police Department is fully equipped to make data-driven decisions and is able to meet the demands of modern policing. The PPC is located within the Dubuque Law Enforcement Center and is supported by three technicians, a crime analyst, and a criminal computer forensics position.

CALEA ACCREDITATION

The Dubuque Police Department has been accredited by the Commission on Accreditation of Law Enforcement Agencies (CALEA) since 1993 and goes through reaccreditation every four years. To retain accredited status, the department must comply with 459 standards. Accreditation demonstrates a commitment to high-quality service, accountability, professional standards, continuous improvement, operational efficiency, and community confidence. Fewer than 5% of law enforcement agencies in the United States achieve this accreditation.

Partnerships for BROADBAND EXPANSION

In addition to water, electricity, and sewer, access to broadband or high-speed internet has become the "fourth utility" that we all depend upon. However, broadband is not a utility the City owns or franchises, so it relies upon partnerships with local providers to meet community needs.

Partnerships between the City of Dubuque and multiple broadband providers continue to improve access to and the affordability of broadband in Dubuque. The City has agreements with eight internet providers that help them quickly deploy new services to Dubuquers. Progress could not have happened without these partners, especially two over the last year.

- ImOn Communications is working to complete a fiber over-build throughout the city. To date, that includes: an investment of \$35 million, service available to over 23,400 households, and nearly 6,000 customers in Dubuque. Additional expansions are planned for 2025.
- MVlink Internet, provided by Maquoketa Valley Electric Cooperative, is adding to its infrastructure on the edge of Dubuque where the city meets the county. These areas are often the last to receive high-speed internet but, thanks to MVlink, nearly 900 Dubuque homes now have direct access to fiber internet.



STREETS PROJECT

PAVES THE WAY FOR TRAFFIC ROUTING

Dubuque resurfaces up to 10 miles of streets per year, but safe and efficient movement of traffic is about much more than pavement.

Think of all the questions you ask yourself before driving across Dubuque: What route should I take? Would another route be quicker because of school or a shift change? Could the weather affect my route?

While you take time to consider and calculate, the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS), a traffic-control system under development for Dubuque, will have already answered those questions and more, almost instantaneously.

STREETS is an innovative system that manages traffic signals and suggests alternative routes using real-time and predictive data, artificial intelligence (AI) assistance, and support from City staff. This navigation system is the future for Dubuque drivers, and we're progressing toward gradual implementation.

"For the past few years, the system has been in a 'deep learning' mode, says David Ness, a civil engineer in the City's engineering department and the project

manager. "The more data it collects, the more it understands the unique characteristics of Dubuque traffic."

"The more data it collects, the more it understands the unique characteristics of Dubuque traffic."

You might be thinking, "Finally, a system that understands Dubuque drivers!" In a way, that's what STREETS is designed to do. By analyzing driver behaviors, patterns, and recurring traffic events, the system continuously improves its performance.

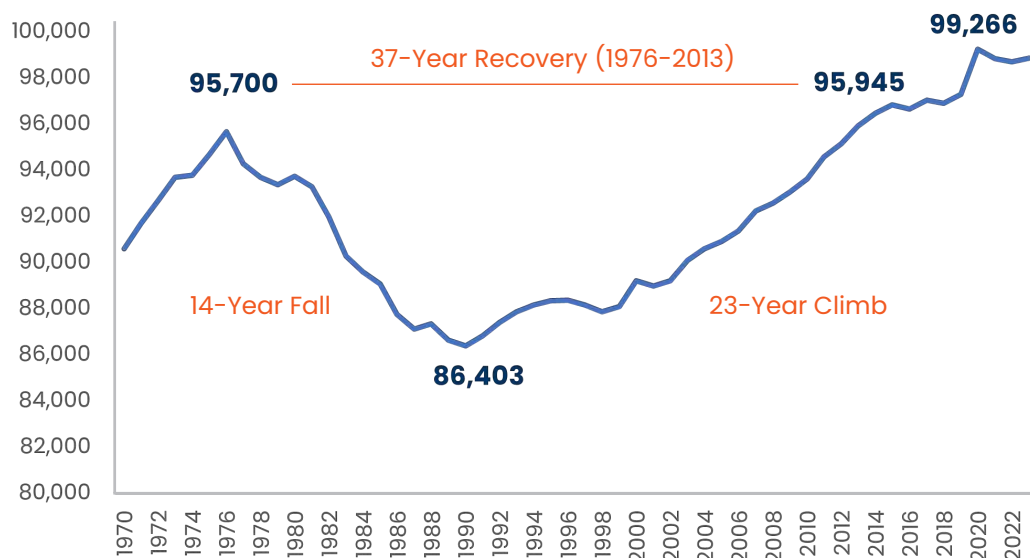
STREETS leverages real-time data to manage traffic disruptions like accidents, dynamically suggesting alternative routes and balancing delays with road capacity. These updates will be displayed on electronic message boards along key traffic corridors. As technology evolves, there's potential for direct updates to be sent to drivers through in-car systems.

The first phase of implementation begins in spring 2025, starting with the installation of traffic monitoring technology at approximately 40 of Dubuque's West End intersections. During this phase, the public may notice improved traffic signal sequencing, adjusted by the system's AI. Phase two will extend the infrastructure into downtown Dubuque and surrounding roadways.

Subsequent phases will radiate the system outward. Phase three will focus on studying traffic crossing the Illinois and Wisconsin bridges, while phase four will extend the system to Asbury, Peosta, East Dubuque, and into Wisconsin.

The City is partnering with East Central Intergovernmental Association, Dubuque Metropolitan Area Transportation Study, and the Iowa Department of Transportation in the development of the STREETS Project to improve mobility, reduce congestion, improve safety, and better inform travelers.

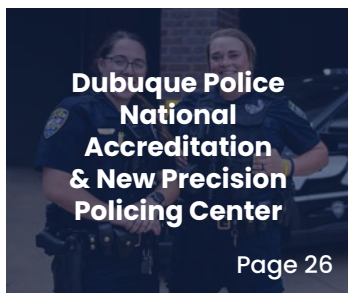
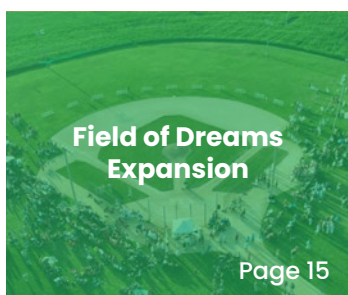
DUBUQUE COUNTY POPULATION



YOU can be great here.

"Critical collaborations between the public and private sectors, and among public agencies have taken root and have the community in a great position for sustainable growth and continued improvement."

- City Manager
Michael C. Van Milligen



"We are in the midst of a renaissance in the Tri-State region. We've got our foot on the gas, and we aren't looking back at this point."

- Mayor Brad Cavanagh

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Work Session Requests: Greater Dubuque Development Corporation Updates
SUMMARY:	Greater Dubuque Development Corporation (GDDC) President and CEO Rick Dickinson requests that the City Council schedule work sessions for GDDC updates on the following dates, all starting at 6:00 p.m.: April 21, 2025; July 21, 2025; October 20, 2025; and January 20, 2026.
SUGGESTED DISPOSITION:	Receive and File; Council
ATTACHMENTS:	
	1. Correspondence



Schmid Innovation Center
900 Jackson St., Suite 109
Dubuque, IA 52001
www.greaterdubuque.org

January 24, 2025

Michael C. Van Milligen, City Manager
City of Dubuque
50 W. 13th Street
Dubuque, Iowa 52001

Dear Mike:

On behalf of Greater Dubuque Development Corporation, I am formally requesting the scheduling of 30-minute work sessions, starting at 6:00 p.m., on the following dates:

- April 21, 2025
- July 21, 2025
- October 20, 2025
- January 20, 2026

These sessions will replace our quarterly updates to the City Council. We believe this format allows for greater depth and context in our discussions, allowing for a more interactive and productive dialogue between the City Council and Greater Dubuque Development in important economic development initiatives.

Thank you for your consideration of this request. We value the City's partnership and look forward to continuing our collaborative efforts to strengthen Dubuque's position as a community of choice for business and residents.

In your service,

A handwritten signature in black ink, appearing to read "Rick Dickinson", written in a cursive style.

Rick Dickinson
President & CEO

**City of Dubuque
City Council**

CLOSED SESSION #

ITEM TITLE: Pending Litigation and Purchase or Sale of Real Estate –
Chapter 21.5(1)(c),(j) Code of Iowa

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None